PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
August 1, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, August 1, 2019.

CLOSED SESSION - 3:00 p.m.

To Discuss Property, Personnel, and Litigation

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. Park City Municipal Corporation Health and Safety Plan Update
   PCMC Health and Safety Staff Report

2. 2019 Park Silly Sunday Market Mid-Season Update
   PSSM Mid-Season Review Staff Report
   Exhibit A: Background - City Council Reports and Agenda Items 2019
   Exhibit B: PSSM Measures of Success - Mid-Season 2019

3. Park City Municipal Corporation Financial Contribution for Mental Health Services
   Communities That Care Staff 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 July 11, 2019
July 11, 2019 Minutes

V. CONSENT AGENDA

1. Request to Approve a Three Year Contract with Summit Land Conservancy, in a Form Approved by the City Attorney, for Open Space Monitoring in the Amount of $38,058.60

Annually for a Total Contract Amount of $114,175.80
Open Space Monitoring Contract Staff Report

2. Request to Approve a Public Art Installation by Richard (Chuck) Landvatter at the Old Town Transit Connector Tunnel in a Form Approved by the City Attorney Not to Exceed $10,000
Old Town Transit Center Public Art Staff Report
Exhibit A: Old Town Tunnel Proposal - Chuck Landvatter

VI. OLD BUSINESS

1. Consideration to Approve a Purchase Agreement to Dispose of Lot 13, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment, to the Park City Fire District in the Amount of $1,000,000
(A) Public Hearing (B) Action
City Property Disposition Staff Report
Plat Map
Purchase Agreement

2. Consideration of the Proposed Use of Space by PC MuSE, at 1685 Bonanza Drive, Park City, Utah
(A) Public Hearing (B) Action
Use of Space Staff Report

VII. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2019-42, an Ordinance Approving an Extension of the June 21, 2018 Approval of the 1135 Norfolk Avenue Plat Amendment Located at 1135 Norfolk Avenue, Park City, Utah
(A) Public Hearing (B) Action
1135 Norfolk Avenue Plat Extension Staff Report and Ordinance
1135 Norfolk Avenue Plat Exhibits

2. Consideration to Approve Ordinance No. 2019-43, an Ordinance Approving an Extension of the June 21, 2018 Approval of the 1011 Empire Avenue Plat Amendment Located at 1011 Empire Avenue, Park City, Utah
(A) Public Hearing (B) Action
1011 Empire Avenue Plat Extension Staff Report and Ordinance
1011 Empire Avenue Plat Exhibits

3. Consideration to Approve the Special Event City Service Fee Reductions for the Following Events: Fourth of July Celebration - $44,580; Tour of Utah - $45,360; and Miners Day Celebration - $28,490
(A) Public Hearing (B) Action
Special Event Fee Reduction Staff Report
Exhibit A: Special Event Fee Reduction Background Policy and Link to Code
Exhibit B: Fourth of July Celebration Fee Reduction Application
Exhibit C: Tour of Utah Fee Reduction Application

Exhibit D: Park City Rotary Miners' Day Fee Reduction Application
Exhibit E: Special Event Fee Reduction FY20 Part 1 Analysis and Summary

VIII. ADJOURNMENT

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

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

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Mike McComb
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Park City Municipal Corporation Health and Safety Plan Update

Suggested Action:

Attachments:
PCMC Health and Safety Staff Report

City Council
Staff Communication Report

Subject: **Park City Municipal Corporation Health and Safety Update**
Author: **Mike McComb**
Department: **Emergency Management**
Date: **August 1, 2019**
Type of Item: **Informational**

Background: This is a recurring update on the status of the City's staff health and safety plan. For the past four years, the staff and Safety Committee have worked on formulating a comprehensive set of health and safety policies, which are delivering tangible positive results.

Update:

- The City's Health and Safety Plan was signed and became effective at the beginning of July 2019.
- This plan defines programs used at PCMC such as
  - Confined Space Entry;
  - Equipment Lockout/Tagout;
  - Respiratory Protection;
  - Hazard Communication / Global Harmonized System;
  - Bloodborne Pathogen Controls;
  - Asbestos Awareness;
  - Lead Awareness;
  - Cutting, Welding and Braising (Hot Work);
  - Personal Protective Equipment (PPE);
  - Forklift Safety;
  - Fire Prevention; and
  - Noise & Hearing Conservation,
- Additionally, this plan includes:
  - A full set of mandatory, position-specific safety training requirements, which has been in place for over 24 months, with more than 6,900 courses completed to date;
    - Effective spring 2019, our online safety training program will automatically enroll staff in recurring training courses at preset intervals, as determined by positional training requirements.
  - A safety housekeeping audit policy;
  - Provisions for established departmental safety incentives programs; and
  - Department-specific safety policies and procedures.
- Similar to 2018, the City is currently enjoying a $47,000 annual reduction in insurance fees as a result of sustained low numbers of workers' compensation claims - and, most importantly, employees are incurring fewer injuries as a result of safer work practices and policies.

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Christopher Phinney
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
2019 Park Silly Sunday Market Mid-Season Update

Suggested Action:

Attachments:
PSSM Mid-Season Review Staff Report

Exhibit A: Background - City Council Reports and Agenda Items 2019

Exhibit B: PSSM Measures of Success - Mid-Season 2019

City Council Staff Report

Subject: Park Silly Sunday Market Mid-Season Review
Author: Chris Phinney, Special Event Coordinator
Department: Special Events, Sustainability
Date: August 1, 2019
Type of Item: Staff Communication

Recommendation

Per the City Services Agreement, a mid-season review is required and staff has made findings that Park Silly Sunday Market is operating consistently with the City Services Agreement and the Level Five Special Event Permit. Staff is providing an update for City Council of summary of the operations of the market to this date.

*As a reminder per the City Service Agreement, there is no Park Silly Sunday Market on August 4 for the Arts Festival, August 11 for no PSSM weekend and August 18 for the Tour of Utah.

Background

A complete background of the Park Silly Market can be found in Exhibit A.

Analysis

On September 14, 2017, the City entered into a three-year City Services Agreement with Park Silly Sunday Market (PSSM) for 2018, 2019 and 2020 seasons. As part of the City Service Agreement, a mid-season review to City Council is required. Staff finds the Park Silly Sunday Market has been meeting all of the requirements of the agreement continues to work in coordination with the City and HPCA. The 2019 Mid-Season Measures of Success is included as Exhibit B. A high level summary of these documents are included below:

- **Market Attendance** – Average Market attendance is trending upward week by week, however; the first seven (7) markets averaged 14,770 in 2018 and 13,519 for 2019 which is a decrease of 12% over last year.

- **Proactive Noise Monitoring**– Staff continues to proactively monitor noise from the PSSM venue stage and surrounding residential area. To date there has been one noise complaint in the afternoon. Procedures were followed according to Park City Municipal Code section 6-3-9 which included measuring noise from the source of the complaint. The levels recorded were 78 dBls, which was below the approved noise exemption of 90 dBls. While the noise was in compliance with the exemption, because the complaint was received PSSM staff lowered the sound.

- **Sustainability Efforts & Zero Waste Statistics** – Current waste diversion rate is 81% for the first seven (7) markets. The goal diversion rate per contract is 80%. PSSM continues to work towards ensuring they will accomplish the requirements for diversion rates according to section D.9-5d for the City Services Agreement. Total Amount of Zero Waste statistics for the first seven (7) Markets are below:
    - Commingled Recycling – 6,575 pounds

- Compost – 5,009 pounds
- Landfill – 6,418 pounds
- Glass – 2,060 pounds *missing glass data for 6/9 market
- Average Diversion Rate – 81%

- **Transit & Parking –** Total Transit and Parking statistics for seven (7) Markets is below:

Total Transit by date Ridership Full System on PSSM dates:

Date	Boarding	Alighting
9-Jun	6,113	6,256
16-Jun	6,277	6,379
23-Jun	6,628	6,757
30-Jun	7,118	7,287
7-Jul	7,582	7,534
14-Jul	7,626	7,745
21-Jul	7,444	7,471
Total	48,788	49,429

Total Average Parking by time of day in during PSSM:

Count Time:	China Bridge 575 spaces	Main Street 170 spaces	Brew Pub 50 spaces	Flag Pole 59 spaces	Swede Alley 25 spaces	Bob Wells 43 spaces
10am	135	78	13	42	24	25
1pm	522	138	50	58	24	40
3pm	591	107	38	48	22	34

*Numbers do not include ADA spaces.

- **Transit Priority, Drop and Load & Pedestrian Mitigation** Staff has proactively taken parking off of Heber Ave from 8 a.m. to 6 p.m. as well as added dedicated shuttle drop and load areas at South Marsac Parking Lot. To aid pedestrian management, bike barricades have been added to the intersection of Heber and Main to push people to crosswalks. These changes have greatly helped aid transit priority through the Main and Heber intersection, and allowed Lodging Shuttles a less congested area to drop off guests during the market.

- **Working Group** – Staff, Council, PSSM and HPCA walked the street on June 23 and July 28. The group discussed possible ways to increase activations and vibrancy above 5th Street. HPCA will strategize possible programming and locations with City staff with a goal of possibly execute some trial programs on September Sundays. Staff will inform Council of changes as we know next steps.

Staff anticipates returning to Council in November for a complete debrief of the 2019 season.

Funding

Total City Service Fees for 2019, which have been budgeted for, are estimated at $79,782. As per section C.6.2-(a) of the City Services Agreement, the City will waive $60,500 (11 markets) plus an additional $15,000 (3 markets) if PSSM participates in green efforts as per section E.10a.i of the City Services Agreement. The current estimated total City Services to the City after fee waiver and green efforts is $4,282.

The City has also entered into a clear agreement with PSSM regarding bollard installation which the City shall reimburse $550 per market for perimeter safety bollard installation. The total estimated amount due to PSSM for bollard agreement for the season is $7,700. Because the estimated total PSSM will owe the City is $4,282 for City Services, the City anticipates paying PSSM $3,418 at the end of the season for Bollard Installation, which has been budgeted for by Emergency Management.

Attachments

Exhibit A - Background - City Council Reports and Agenda Items
Exhibit B – PSSM 2019 Mid-Season Measures of Success

Exhibit A – Background - City Council Reports and Agenda Items

Date	Item
November 3, 2016	PSSM 2016 End of Season Review / Minutes – pages 14-15
November 10, 2016	PSSM Contract Extension / Minutes pages 7 -8
April 27, 2017	PSSM 2017 Supplemental Plan Approval / Minutes pages10 - 11
June 15, 2017	PSSM 2017 Addendum to Supplemental Plan Transportation Alternatives / Minutes – pages 5 -6
August 3, 2017	PSSM Mid-Season Review – Staff Communication
August 31, 2017	PSSM 2017 Addendum to Supplemental Plan – Parking & Transportation Plans
September 14, 2017	PSSM – City Service Agreement Extension / Minutes – Page 12
November 9, 2017	PSSM 2017 End of the Season Review /Minutes – Page 4 & 5
May 3, 2018	PSSM 2018 Supplemental Plan Approval / Minutes – Page 18 & 19
August 2, 2018	PSSM Mid Season Review, Page 5
November15, 2018	PSSM 2018 End of the Season Review, Page 2
May 2, 2019	PSSM 2019 Supplemental Plan Approval

On September 14, 2017 City Council approved City Service agreement with PSSM beginning with the 2018 season expiring in 2020 subject to annual non- automatic renewals. The agreement shall renew for an additional two (2) years for the 2021 and 2022 Markets, provided both parties execute written notice of consent to renew by March 1, 2020. The contracted terms included the following:

- Number of Market Dates - 14 Market Dates, Sundays June 2 through September 22, except for the dates August 4, 11, and 18.
- Financial Contributions - $15,000 to help offset the cost of PSSMs zero waste efforts which greatly exceed the City's proposed standards. PSSM to be required to participate in City activities and events to help increase other event's sustainable efforts.
- City Service Fees – City to waive $60,687.55 (or the equivalent of 11 markets), and PSSM to pay for $16,551.15 (or the equivalent of 3 markets).
- Contract Length – Three year contract, with a possibility to renew the contract for two years after the three year contract ends. This is not an automatic renewal.
- Use Area – Use Areas remain the same as previous and will be reviewed annually with each supplemental plan.

- Performance Measures – Removal of marketing and attendance requirements from 2017, while keeping vendor mix, sustainable and transportation measures for the length of the contract.

Park Silly Sunday Market – 2019 Mid-Season Review Measures of Success Requirements	Legend S – Succeeding in meeting Contracted I - In progress / Meeting Requirements U – Unsatisfactory - Not meeting	
Vendor Mix		
Importers (allowed per week maximum) i. 2019- 6	**Notes**: Requirements are currently being met. Three of the first Seven markets have had fewer than 6 importers	S
Jewelers (allowed per week maximum) i. 2019- 12	**Notes**: Requirements are currently being met	S
On-site Food Vendors & Snack food Vendors (per week maximum) i. 2019 - 12	**Notes**: Requirements are currently being met. At all markets Food Vendors have been at 12 food vendors to date	S
PSSM will invite two (2) HPCA representatives in the jurying of jewelry vendors.	**Notes**: Requirement was met by PSSM. HPCA Liaisons were invited, however none were available to attend.	S
PSSM will coordinate three (3) market walkthroughs with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	**Notes**: • Sunday, June 24; 11:00 a.m. Walk-through, Main Street – Council and HPCA liaisons were in attendance. • Sunday, July 28; 1:00 p.m. Meet at Transit Center – Council and HPCA liaisons were in attendance. • Sunday, August 25; 11:00 a.m. Walk-through, Main Street • Wednesday, September 18; 10:00 a.m. Sustainable Efforts – Trip • Wednesday, September 25; 10:30 a.m. End of Season Debrief & Review .	I
PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	**Notes**: Requirements have been provided and met.	S
Parking / Traffic / Pedestrian Management		
Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Continue increased communication between departments and PSSM to encourage parking of vendors in suggested vendor locations.	**Notes**: PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave. from 9th to 13th Street. Parking Enforcement continues to communicate with the residents to resolve parking concerns during the Park Silly Sunday Market. This increase in fees for parking in China Bridge and other areas is being monitored and complied and will be reported to council at a later date.	I
Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market. ix. Addition of Shuttle Service on expected heavy attendance day – July 7 and Sept 1	**Notes**: Meeting requirements; PSSMs print, online and radio advertising includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend.	I
Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type	**Notes**: Requirements are currently being met	S

iii. Message iv. Placement and removal times		
Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	**Notes**: Requirements are currently being met - Intersection is currently manageable and requires no additional resources. Staff has proactively taken parking off of Heber Ave during Market hours as well as added dedicated shuttle drop and load areas to help Transit and Transportation needs move more smoothly through this area. Additional bike barricade has been added to the intersection of Heber Ave and Main Street to aid pedestrians with finding the sidewalks and staying out of the middle of the intersection.	S
Market Set-Up and Inspections		
a. Weekly notification to staff of footprint or operational changes	**Notes**: Staff is working with PSSM to ensure that requirements are met.	S
b. Location of interior sponsor signs	**Notes**: Requirements are currently being met	I
Street Cleaning and Trash Removal		
a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan	**Notes**: Requirements are currently being met	S
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	**Notes**: Will meet during the 2019 Market Season – dates TBD	I
Coordination with PCMC and HPCA		
a. PSSM will schedule monthly 'Working Group" meetings from June through September	**Notes**: • Sunday, June 23; 11:00 a.m. Walk-through, Main Street – Council and HPCA liaisons were in attendance. • Sunday, July 28; 1:00 p.m. Meet at Transit Center – Council and HPCA liaisons were in attendance. • Sunday, August 25; 11:00 a.m. Walk-through, Main Street • Wednesday, September 18; 10:00 a.m. Sustainable Efforts – Trip • Wednesday, September 25; 10:30 a.m. End of Season Debrief & Review	I
b. PSSM will schedule four (4) market walkthroughs with the "Working Group" within the season.	**Notes**: PSSM has set dates for the 2019 Working Group.	S
c. PSSM will schedule a weekly market walk through with City representatives	**Notes**: PSSM and the City have scheduled the weekly meetings.	S
d. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. Provide a list of other sustainable efforts throughout the event. v. PSSM to participate in and provide a list of City functions related to Green Event management that they participate in, as well as, a list of non- profits who they provide sustainable mitigation efforts for. vi. PSSM to present a year over year a comparison for sustainable effort comparison in coordination with the City during annual end of season review.	**Notes**: Requirements are currently being met • Commingled Recycling – 6,575 pounds • Compost – 5,009 pounds • Landfill – 6,418 pounds • Glass – 2,060 pounds *missing glass data for 6/9 market • Average Diversion Rate – 81%	I
e. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates: i. Prior to the start of the June 2 Market. ii. At any time they add license plates to the market	**Notes**: Requirements are currently being met.	I

throughout the 2019 season. iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.		
Marketing and PR		
a. HPCA logo on all advertisements & promotions	**Notes**: Requirements currently being met.	l
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	**Notes**: Requirements currently being met.	l
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio PSAs and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ‘ if applicable”	**Notes**: Requirements currently being met.	l
Other Items:		
Quantify Marketing & PR Value	**Notes:** In progress.	l
PSSM shall present an annual preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc. vi. Transportation and parking counts – to be coordinated with PCMC Transportation Services Department	**Notes**: PSSM is currently working toward satisfying this requirement. The Current Diversion Rate is 63%. They are working towards the 80% goal. However they are satisfying all other Zero Waste requirements.	l

There are a few items that that staff would like to inform Council on outside of the measures as written:

1. Noise Ordinance
   a. Public Safety has been proactively monitoring the PSSM stages and found that all noise ordinance requirements are being met. Staff did receive one noise complaint and while the noise was in compliance with the approved variance of 90 decibels, PSSM turned down the music.

2. Staff has proactively taken parking off of Heber Ave during Market hours as well as added dedicated shuttle drop and load areas to help Transit and Transportation needs move more smoothly through this area. Additional bike barricade has been added to the intersection of Heber Ave and Main Street to aid pedestrians with finding the sidewalks and staying out of the middle of the intersection.

3. <u>City Service Fees & Municipal Funds</u>
   End of Season fee waivers for 2018 were $79,302. Current estimated fees are $79,782.
   A summary of City Service Fees is listed in the chart below.

Exhibit B – PSSM Measures of Success Mid-Season 2019

Departments	Items	End of Season Actual 2018	Current Fees 2019
Parking Department	Parking spaces for 14 days	$ 22,050	$ 22,050
Police Department	532 Hours	$ 39,900	$ 39,900
Transit Department	15 Hours	$ 2,250	$ 2,250
Parks Department	Banner installation	$ 648	$ 648
Building Department	Inspections and permits	$ 8,649	$ 8,694
Special Event Application Fee	Annual Permit Fee	$ 160	$ 640
VMS Signs & Barricades	2 VMS/ Electronic Signs	$ 5,600	$ 5,600
Total Fees		**$ 79,302**	**$ 79,782**

Staff anticipates paying PSSM for their Bollard Installation Services. Details are in staff report.

4. Event Coordination

A summary of events that occur on the same day as Park Silly Sunday Market 2019 Season is below. According to section 4A-2-5 of the municipal code, staff finds that these events will not duly interfere with each other. Staff will continue to work with organizers of both PSSM and the events as outlined below to ensure traffic and transportation plans run smoothly, as well as, that the organizer of each event is mitigating impacts they cause.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
June 16	**Park City Red Wolves Game**	**Dozier Field**	**8am – 8pm**	**400-500**
July 21	**Triple Crown**	**Quinn's Sports Complex, Park City School District Fields, City Park**	**8am – 8pm**	
August 25	**Walk A Mile In Her Shoes**	**City Park**	**8 a.m. to noon**	**250**
September 15	**Autumn Aloft**	**Main Street, N40**	**7 a.m. to noon**	**2,500**
September 15	**Tour De Suds**	**City Park**	**9 a.m. to noon**	**400**

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Jed Briggs
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
Park City Municipal Corporation Financial Contribution for Mental Health Services

Suggested Action:
The City is contributing $60k toward the Communities that Care program run by Summit County for mental services.

Attachments:
Communities That Care Staff Report

City Council
Communication Report

Subject:	**PCMC Financial Contribution for Mental Health Services**
Author:	**Jed Briggs, Budget Operations and Strategic Planning Manager**
Department:	**Budget Department**
Date:	**August 1, 2019**
Type of Item:	**Informational**

Summary

Park City Municipal is contributing $60k to Communities That Care through the Park City Community Foundation. The City would provide funds to the Community Foundation's Mental Wellness Fund, and the Community Foundation will agree to spend the funds on specified mental health services in Park City. Staff has written a donation letter stipulating certain mental health strategies and deliverables. Council has already budgeting for mental health services in the FY20 budget.

Background

In November of 2016, Park City Council reviewed the results of the recently completed Summit County Mental Health Services and Needs Assessment. It was learned there was a shortage of mental health providers and services in Summit County. Strategic directives resulting from the assessment were to educate and cultivate awareness of mental illness within the community, increase capacity and access to timely treatment, improve coordination of treatment between providers, focus on building community partnerships and address funding gaps.

Brought together by the Park City Community Foundation, the Park City School District, CONNECT Summit County, the Summit County Health Department collaborated a unified response to mental health and substance abuse by creating the Mental Health Alliance. Expanding to include additional stakeholders such as law enforcement, mental health practitioners, non-profits, religious leaders, local governments, students, parents, concerned citizens, school board members and superintendents representing all three districts, the Summit County Mental Health Alliance has been a valuable addition to the support network available to Park City and Summit County residents.

Building off of the Assessment, the Alliance crafted five Strategic Directives and established five workgroups to address community needs as identified in the assessment. It was recognized that responsibility for improving mental health and substance abuse programs and services must be shared by public and private interests in Summit County. No single entity has all of the solutions, and progress will require participation by the citizenry.

Central to the five Strategic Directives was the need for a plan focused on improving the overall state of mental health and substance abuse within the County. In order to truly be effective, a detailed implementation plan with clear timelines and specific steps needed to be developed in alignment with these Goals. It is vital that all stakeholders continue to play a role in the implementation and are involved in the process of creating these timelines and specific steps. The test of the plan's usefulness will be defined by how effective it is in guiding decisions and creating the future to which citizens aspire. The most recent version of the Summit County Mental Wellness Strategic Plan is found here.

Analysis

An integral component of the work of the Summit County Mental Wellness Alliance is Communities That Care (CTC). CTC is an evidence-based framework for preventing substance use, suicide, delinquency, and similar concerns among youth. CTC provides a systematic approach to organizing the community, analyzing key data around risk and protective factors, creating a plan to address the highest priority risk and protective factors, and implementing and evaluating that plan over a years-long period.

CTC in Summit County is in the implementation phase of its activities (please see Attachment B for list of achievements). The focus is on eliminating risk factors including mental health (with a focus on depression), parental attitudes toward alcohol and substance use, and perceived risk of alcohol and substance use; and reinforcing the protective factor of prosocial opportunities for youth.

The community has made terrific progress in assessing priority risk and protective factors, and starting programs to prevent alcohol use, drug use, and suicide among youth. More resources from Park City would result in implementation of the Guiding Good Choices parent education program. This is a new program selected by CTC to address a key gap along with training-of-trainers and a roll-out to schools and community groups countywide. The $60K from Park City will fund the work of the Mental Wellness Alliance and the youth committee, along with many events and programs utilized by Summit County and Park City residents. The outcomes are listed below:

Assessing Outcomes

To be measured in 2021 by the SHARP survey administered in all Summit County public schools:

- Reduce parental attitudes favorable to substance use by 12%
- Reduce youth drinking at home by 15%
- Increase perceived risk of substance use by 15%
- Across all grades, reduce lifetime alcohol use by 25% and lifetime marijuana use by 17%
- Reduce depressive symptoms among youth by 15%
- Reduce the number of youth contemplating suicide by 10%
- Increase opportunities for pro-social involvement among youth by 20%

The Park City Community Foundation has a Mental Wellness Fund intended to collect and disburse contributions to the mental wellness efforts in Summit County, including implementation of the Summit County Mental Wellness Alliance strategic plan.

Contributions to the Mental Wellness Fund are subject to a 3% management fee on incoming contributions. Contributions may be specifically earmarked for Communities That Care (or other major elements of the Summit County Mental Wellness Alliance strategic plan), and Park City Community Foundation will ensure that the funds are spent for those purposes. Program expenses may take the form of grants to organizations or institutions that are operating the earmarked activities, or may be made as direct expenditures by Park City Community Foundation in collaboration with those organizations and in furtherance of the intended purposes.

Department Review

The Budget, Legal, and Executive Departments have reviewed this report.

Exhibits

Attachment A – Donation Letter
Attachment B – Communities that Care Achievements

Attachment A – Donation Letter

August 2, 2019

Park City Community Foundation
PO Box 681499
Park City, UT 84068

Dear Park City Community Foundation:

Park City Municipal Corporation is pleased to financially contribute $60,000.00 to Communities That Care via the Park City Community Foundation. The City's donation is to be directed to the Park City Community Foundation's Mental Wellness Fund, which collects and disburses contributions to the mental wellness efforts in Summit County, including implementation of the Summit County Mental Wellness Alliance strategic plan.

An integral component of the work of the Summit County Mental Wellness Alliance is Communities That Care (CTC). CTC is an evidence-based framework for preventing substance use, suicide, delinquency, and similar concerns among youth. CTC provides a systematic approach to organizing the community, analyzing key data around risk and protective factors, creating a plan to address the highest priority risk and protective factors, and implementing and evaluating that plan over a years-long period.

CTC in Summit County is in the implementation phase of its activities. The focus is on eliminating risk factors including mental health (with a focus on depression); parental attitudes toward alcohol and substance use; perceived risk of alcohol and substance use; and on reinforcing the protective factor of prosocial opportunities for youth.

Earmarking this financial contribution specifically for Communities That Care ensures that the funds are spent for mental health, as directed by the City Council. Program expenses may take the form of grants to organizations or institutions that are operating the earmarked activities, or may be made as direct expenditures by Park City Community Foundation in collaboration with those organizations and in furtherance of the intended purposes.

Sincerely,

Diane Foster
City Manager, Park City Municipal Corporation

Attachment B – Communities That Care Achievements

- The hiring of Mary Christa Smith as the Summit County Communities That Care Coordinator. Thanks to her leadership, CTC in Summit County is 3 years ahead of where most coalitions are at this point in time.
- Evaluation of 2016 Summit County SHARP data. SHARP is a statewide assessment given to 6th, 8th, 10th, and 12th graders every 2 years which measures a variety of risk and protective factors, such as perceived harm from the use of drugs, rate of alcohol use, and mental health indicators. This data was compiled and analyzed to create a community “picture” of youth perceptions and engagements in relation to mental health and substance abuse.
- The development of a parent education program to be implemented in the Fall of 2018 for parents in all three school districts. The program is designed to give parents both the knowledge and skills to address issues of substance abuse and mental wellness with their children.
- Identified three priority risk factors and one priority protective factor for focused action in addressing problem behaviors with youth. Priority Risk and Protective Factors:
    - Mental Health Targeting Depressive Symptoms
    - Parental Attitudes Favorable to Substance Use and Anti Social Behavior
    - Low Perceived Risk of Harm From Substance Use
    - Opportunities for Pro-Social Involvement
- Conducted an in-depth resource assessment of our community to identify programs that address the above priorities, as well as gaps in youth prevention programs.
- Developed new community partnerships to collaborate on events such as “the Front Line and the Blue Line" parent event. Focused on educating parents about the signs of youth drug use and the dangers of unsupervised internet usage, over 1,300 parents attended the event held in each school district.
- Developed and adopted the "North Star Document" to serve as a supplement to the Summit County Mental Wellness Strategic Plan in relation to youth prevention. This document is comprised of the objectives and means of the CTC program and serves as the measure for selecting programs for our community.
- Established the Youth Advisory Council. A youth lead council focused on collectively exploring solutions to mental health and substance abuse concerns facing youth, membership of the Council is comprised of students from all 3 County school districts. For the 2018/2019 school year, the Council has identified the following priorities;
    - social equity with a focus on LGBT acceptance,
    - suicide prevention,
    - substance use.

Agenda Item No:

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

Subject:
Consideration to Approve the City Council Meeting Minutes from July 11, 2019

Suggested Action:

Attachments:
July 11, 2019 Minutes

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

July 11, 2019

The Council of Park City, Summit County, Utah, met in open meeting on July 11, 2019, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property at 2:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 4:40 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

WORK SESSION

Discuss Mountain Towns 2030 Summit:
Luke Cartin, Environmental Sustainability Manager, and Eyee Hsu and Richard Bezemer, co-chairs of Mountain Towns 2030, presented this item. Cartin reviewed the combined efforts of Utah cities to make a difference by making their net zero goals a reality. He had the idea of broadening the coalition with other cities within the state as well as with communities from other states. The goal of Mountain Town 2030 was to make an ambitious goal that could be reached by 2030. Cartin's team thought other communities made up of government officials as well as non-governmental organizations (NGOs) and trade organizations, might be interested in joining the effort. There would be two phases of Mountain Towns 2030. As part of Phase One, a conference had been scheduled for this October to bring together up to 40 communities in order to collaborate and learn from each other. Jane Goodall and Paul Hawken would be two of several featured speakers. Phase Two would include ongoing collaboration and support.

Hsu related her experience with pollution when she lived in China, and felt this effort would be important nationally. She was grateful for all Park City did to help change the climate. She hoped collaboration and commitment by others could be achieved.

Bezemer introduced himself and explained what brought him to Park City. He spoke about the Olympics and how having an energy sustainable plan should be incorporated in the games.

Council Member Ware Peek gave feedback that the other communities would get more out of the conference if they came prepared. Council Member Worel suggested getting the participants information on a jump drive. Council Member Gerber indicated many mountain towns had neighbors that didn't have the economic resources as the mountain towns. She thought Mary Christa Smith with Summit Community Power Works (SCPW) helped Park City with its goal to be more sustainable as she reached out to schools, HOAs and other partners. She wondered if discussions could take place with regard to partnering with the ski towns' neighboring communities in order to have a greater impact.

Council Member Henney stated the setting was important and he liked the field day that was planned. He asked if thought had been given to making this an annual conference. Council Member Joyce stated collaborative conferences should include other communities distributing their ideas that they had implemented. Cartin stated this event would not happen without the Community Foundation as the fiscal sponsor as well as other businesses in the City.

Mayor Beerman noted residents would be welcome to the Jane Goodall presentation. He also indicated officials from several cities would be coming a day early to tour Park City and see firsthand the affordable housing, transit and other sustainable efforts the City was making. He hoped this conference would endure in future years.

Arts and Culture District Process Update:

Nate Rockwood, presented this item. He discussed the design and development of the project and indicated all the buildings were being designed so that they would interact in a compatible way. He wanted to make sure the district was practical enough to manage and maintain. He reviewed the timeline for the project and stated the design team was on track.

Rockwood indicated the next step was programming and activation. The hope was to create something vibrant and changing, and a place where locals would want to go. He stated this process would be going on at the same time as the design process. The team looked at all the anticipated programming and was determining how all the programs would interact with each other. He noted public art would be included throughout the district. Rockwood related his experience going to the Las Vegas Art District.

The final phase was operations and governance. Rockwood reviewed that each partner would own and operate their own facility. There would be an owners' association and advisory board that would report to the Council and a new Arts and Culture Department within the City. The department would start small as the development was completed, and then grow as needed. Staff would coordinate the owners' association meetings and work with community partners to program the district, which would include nonprofit programming. Rockwood reviewed the work needed in order to have a smoothly operating district, such as managing tenant leases, affordable housing, food operations, etc.

Council Member Joyce asked if there would be public outreach when the Master Planned Development (MPD) was rolled out in the fall. Rockwood stated it would be presented to the Council first and then open houses for the public would follow. He noted that outreach would be a combined effort between the City, Sundance and the Kimball Art Center. Council Member Joyce asked when the sale of the land to the other entities would be finalized. Rockwood stated the boundaries would be set after the building plans were finished and then those purchase agreements would be drafted, and noted the sale would go alongside the MPD process.

Council Member Worel liked that the community would be engaged and she requested that outreach be directed to the Latino population as part of the overall outreach efforts.

Mayor Beerman opened the meeting for public input.

Alex Butwinski thanked Rockwood for his presentation, and indicated he looked forward to the MPD process.

Mayor Beerman closed the public input portion of the meeting.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel	**Present**

Diane Foster, City Manager Matt Dias, Assistant City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	
None	**Excused**

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

The Council members reviewed the events and activities they participated in since the last meeting. Council Member Ware Peek stressed the need for signs on Poison Creek Trail and noted this was a safety issue. She also indicated that at the south end of the McCleod Creek Trail there was no curb cut. Discussion ensued on the lack of curb cuts and Foster stated she would come back with more information.

Staff Communications Reports:

1. Annexation Policy Plan Update:

2. Public Utilities Truck Wraps:

3. Water Conservation Update:

Mayor Beerman was very impressed by the water conservation progress. Council Member Henney also noted the Water Department's efforts in reducing leaks in the water system.

4. Preliminary Results for the Winter On-Board Transit Survey and HOA Transit Survey:

5. Backhoe Report - July 2019:

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

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda. No comments were given. Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from June 6 and 20, 2019:

Council Member Worel moved to approve the City Council meeting minutes from June 6 and 20, 2019. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

V) CONSENT AGENDA

1. Request to Approve a Construction Agreement, in a Form Approved by the City Attorney, with Rowser Construction LLC, to Install Additional Guardrail on Royal Street, Norfolk Avenue, and Deer Valley Drive for an Amount Not to Exceed $47,000.00:

Council Member Gerber moved to the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

VI) NEW BUSINESS

1. Input to Staff on Contents of City Council Resolution, for the July 18, 2019 City Council Meeting, Regarding the SR248 Preferred Alternative:
Alfred Knotts, Transportation Manager, presented this item. He stated the public comment period with UDOT would end tonight, and noted 200 comments had been received so far. He added there was a desire to come back with a resolution at the next meeting to express the City's position on the plans for SR248. Foster stated she had been talking with the County Manager and County Council members and they favored having a joint resolution on the priorities for this area.

Knotts explained the process that UDOT went through to arrive at the proposed alternatives. Mayor Beerman asked what would happen if the City did not want to move forward. Knotts indicated there was a "No Build" alternative and the State could choose to use the funds elsewhere. In that case, the City would need to look elsewhere for the funds to complete the City's preferred project. Mayor Beerman asked about the environmental assessment (EA). Knotts indicated that the footprint was cleared so it should be sufficient for any related project within the proposed area.

Mayor Beerman stated Council had not given public comment up to this point because the State had asked them not to respond. Council Member Joyce stated there was a lot of public input that he hadn't seen yet and he wanted to see those comments before acting. Council Member Henney stated his personal views aligned with the overwhelming response by the community and he could not support the preferred alternative. Council Member Gerber agreed with Council Members Henney and Joyce and she hoped discussions could continue with UDOT to arrive at a more favorable alternative that included less pavement. Council Member Worel thought this project violated what the City was trying to accomplish, and referred to the General Plan.

Council Member Ware Peek had seen some of the comments and she thought the City could help UDOT realize that transportation was more than moving cars. She was against the proposal from UDOT.

Mayor Beerman stated the feedback to UDOT was for the public record, but in speaking with people in the community he knew this project did not align with the community values. He wanted to proceed with the resolution. Council Member Joyce didn't want a resolution that implied the City didn't want UDOT or their money. Mayor Beerman stated UDOT requested a clear communication from the City and County Councils.

Council Member Gerber thought the resolution should be carefully worded. Council Member Worel asked if UDOT thought this was an all or nothing project. Knotts stated there could be variances and design exceptions to the plan. Foster stated the resolution would be forward thinking with suggestions for UDOT to look more at transit alternatives.

Council Member Ware Peek asked if tunnels or overpasses would be included in the plan. Knotts stated those were already included in the City's walkability plan. Council Member Gerber stated the EA considered future traffic and asked if it took into consideration the planned tunnels and park and ride lots. Knotts stated the future projects were not looked at in the corridor plan. Council Member Joyce stated nobody would ride the bus if there was not a specified bus lane, so if wider roads were needed to help Transit, he supported it. Council Member Henney agreed and asked if there was an actual resolution putting Transit first. Knotts stated it was being discussed. Council Member Henney felt it was important to have an official resolution stating the City's priorities of putting Transit first. Knotts stated this could be a parallel process of drafting a resolution for UDOT as well as a Transit First resolution.

Council Member Ware Peek stated a UDOT representative explained the shoulders would be widened to accommodate buses, but the City would determine what it was used for. Knotts explained without improvement to the shoulders of SR248, the buses would not be able to operate in those lanes. He indicated the use of the lanes was not explained in the EA. Council Member Gerber thought having a dedicated travel lane would be narrower than expanding both shoulders.

Knotts explained that USDOT approved the use of shoulders on SR224 for buses during times of congestion, and noted this was an example of the flexibility available when the physical improvements were made.

Mayor Beerman opened the meeting for public input.

Sebastian Ziesler stated increasing the vehicle capacity on SR248 would shift traffic to the side roads. He suggested the City take control of SR224 and SR248 within City limits so that issues could be resolved in a way the City supported.

Ken Whipple, Park City Jewelers, stated there wasn't enough parking to accommodate more cars coming into town. He suggested the European model of having a train taking people into town.

Jess Reid stated 41 years ago he helped bring back the Fourth of July parade. He indicated he was not in favor of the preferred alternative for SR248, and noted his building was scheduled for demolition with this alternative. Twelve businesses would leave, along with the tax dollars, if the plan was approved. He appreciated what he was hearing from Council.

Cynthia Sandoval, Prospector HOA, stated Prospector did not want the preferred alternative. She hoped a different alternative could solve the problem.

Rich Wyman stated SR248 went right through the neighborhoods and schools. He noted other resort towns, such as Lake Tahoe, were limiting the roads. He hoped there was a way to work with UDOT. He also indicated there was a constant stream of dump trucks on Kearns Boulevard, and felt they were dangerous. He asked if they could be required to use I-80 to get to Richardson Flat.

Angela Moschetta, Future Park City, stated people didn't have all the information for this project. Many people were worried that if another lane was built, more people would come to town. She stated there would be growth, but she didn't think two more lanes would immediately increase the traffic and residents. Also, people didn't think roundabouts would work, but she had a different opinion. She stated there was an opportunity to negotiate with UDOT, and she didn't think better flow and increased transit usage were mutually exclusive. If the community had buy-in on public transit, it would succeed. She encouraged the Council to not make a rash decision.

Clive Bush stated as a traffic engineer he knew choke points were a natural traffic mitigation. He also noted the General Plan stated roads would not be widened. He didn't think the road needed to be as wide as the plan allowed and felt UDOT had a backwards solution.

Sam Harris indicated the proposed sound walls would be tacky and asked what the City would do with the increased volume of cars. The plan was intrinsically flawed. The transit bus system was inefficient and he liked the previous suggestion of having a train or light rail. He suggested putting off this project until a better solution was achieved. He favored saying no to this project.

Peter Marth thought the City was always mitigating impacts, and stated there was no way to mitigate high volumes of traffic. He indicated it would be hard to get people out of cars and onto buses. He didn't know the answer.

Robert Rosenberg, Prospector Subdivision, requested that Council tell UDOT the plan was not acceptable.

Mayor Beerman closed the public input portion of the meeting.

Mayor Beerman reviewed that UDOT requested a formal, voted upon stance. He asked that the Joint Transportation Advisory Board (JTAB) representatives work on the joint resolution for the County and City. Council Member Worel supported that resolution, but also wanted a Transit First policy. Council Member Henney stated JTAB felt the County hadn't gone through the process to reach a Transit First policy. Council Member Joyce hoped a Transit First policy could be passed in the next couple of months.

2. Consideration to Approve Ordinance 2019-37, an Ordinance Amending the Land Management Code of Park City, Utah, Correcting Section 15-2.11-3(F) Side Setbacks of Corner Lots within Prospector Park Subdivision 1, 2, and 3 in the Single Family (SF) District:

Liz Jackson, Planner I, reviewed a couple of amendments for setbacks in the LMC that had been left out when the previous amendments were passed.

Mayor Beerman opened the public hearing. No comments were received. Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance 2019-37, an ordinance amending the Land Management Code of Park City, Utah, correcting Section 15-2.11-3(F) Side Setbacks of Corner Lots within Prospector Park Subdivision 1, 2, and 3 in the Single Family (SF) District. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

3. Consideration to Approve Ordinance 2019-38, an Ordinance Approving a Zoning Map Amendment from Estate (E) District, Transfer of Development Rights Sending (TDR-S) Overlay Zone, and Historic Residential-1 (HR-1) District to Recreation and Open Space (ROS) within the Sweeney Properties Master Plan Mid-Station and Creole-Gulch Sites a.k.a. Treasure Hill, Park City, Utah:

Laura Kuhrmeyer, Planner I, stated there was an amendment to correct the reference Reserved Open Space to Recreation and Open Space This ordinance would also change the zoning from Estate to Recreation and Open Space.

Council Member Ware Peek expressed concern that the report indicated the zone was not applicable to some of the City's goals. Erickson stated this was only an administrative act and this topic could come back for further discussion at a future date.

Mayor Beerman opened the public hearing. No comments were received. Mayor Beerman closed the public hearing.

Council Member Gerber moved to approve ordinance 2019-38, an ordinance approving a zoning map amendment from Estate (E) District, Transfer of Development Rights Sending (TDR-S) Overlay Zone, and Historic Residential-1 (HR-1) District to Recreation and Open Space (ROS) within the Sweeney Properties Master Plan Mid-Station and Creole-Gulch Sites a.k.a. Treasure Hill, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

4. Consideration to Approve Ordinance 2019-39, an Ordinance Approving the 440 Main Street Plat Amendment, Located at 440 Main Street, Park City, Utah:
Laura Kuhrmeyer, Planner I, indicated the ordinance would correct a lot line running through a building.

Council Member Worel requested that Condition of Approval Nine be corrected to reflect the 2019 Design Guidelines. Kuhrmeyer stated she would make that correction.

Mayor Beerman opened the public hearing. No comments were received. Mayor Beerman closed the public hearing.

Council Member Worel moved to approve Ordinance 2019-39, an ordinance approving the 440 Main Street Plat amendment, located at 440 Main Street, Park City, Utah as amended. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

5. Consideration to Approve the Level Five Special Event, Park City Kimball Arts Festival (PCKAF) to be Held Friday, Saturday and Sunday, August 2, 3 & 4, 2019, Including the Estimated City Service Fee Reduction in the Amount of $148,562.84, in a Form Approved by the City Attorney:

Chris Phinney, Special Events Coordinator, Jory McComber, Executive Director of Kimball Art Center (KAC), and Cannis Harte, Event Manager of KAC, presented this item. Phinney stated one of the changes to the festival this year was that the admission bracelets would be chipped for improved data. Also, to celebrate its 50th anniversary, the Kimball Art Festival (KAF) would have free admission to primary residents for the duration of the festival. Other changes included no single use water bottles this year, vegan food trucks, and more.

Phinney noted some mistakes found in the staff report and noted Condition of Approval 18 was struck and in Condition of Approval 19 the amount was amended to reflect this year's City service fee reduction amount.

McComber indicated the festival was all about the art. He stated the support from the City was strong. His goal was to increase accessibility so offering the free pass to residents would help. He also noted each year staff tried to decrease the footprint from the festival. Harte thanked City staff and reiterated he wanted to make art accessible to all.

Council Member Joyce noted the supplemental guide stated parking referred to the hospital, but in other places it referred to the high school. Harte stated the hospital should have been removed from the supplemental plan. Council Member Joyce asked what number of local residents had attended in the past. Harte stated they had given out 4,500 bracelets to locals, but didn't know how many were used. This year, the residents had to register online so the count would be more accurate. If residents didn't register, they were prepared to help them at the gate.

Council Member Gerber noted a typo and also indicated the gala had four problem solving officers. She asked if other staff could be used instead of officers. Diersen stated the officers would be required to deal with issues such as traffic and noise. Council Member Gerber asked if the gala would be held at this location every year. Harte stated it might move in the future because it was a small venue.

Council Member Worel asked about registration for those without computer access. Harte stated they could come to the office to pick up their tickets and staff would help them register online. Council Member Worel asked if the information was in Spanish. Harte stated there were signs at the festival in Spanish and English, as well as brochures.

Council Member Henney requested that primary and secondary residents be admitted for free on Friday so that aspect of the event would not change. He thought that was connected to the fee waivers. McComber indicated there was nothing written that connected free admission to the fee waivers. KAC staff discussed it at length and decided Free the Fest was for primary residents only.

Diersen stated in 2016 there was a connection with the free Friday night admission and a cash contribution was given by the City. After that, the cash donation was no longer given, but the free Friday was still expected. She indicated City staff would review the free festival for locals after the event this year.

Council Member Gerber asked how Sundance handled primary residents versus secondary. It was indicated a Utah driver's license was required. Mayor Beerman indicated it was a stretch for KAC to offer free admission for the entire weekend. Harte noted Free the Fest was possible because of the sponsors: Promontory, Intermountain Park City Hospital, and others.

Council Member Henney liked the intention of where KAC was heading and stated this was a great gift to the community. He hoped there wouldn't be complaints from the second homeowners. Council Member Worel agreed this was a great gift and stated this was part of a business plan for their organization. Council Member Henney stated the fee waiver kept the City in the conversation. Council Member Ware Peek supported KAC. Harte stated the event was a fundraiser for KAC and he appreciated the City's support.

Mayor Beerman opened the public hearing. No comments were received. Mayor Beerman closed the public hearing and stated 50 years was quite a milestone for the festival.

Council Member Ware Peek moved to approve the Level Five Special Event, Park City Kimball Arts Festival (PCKAF) to be held Friday, Saturday and Sunday, August 2, 3 & 4, 2019, including the estimated city service fee reduction in the amount of $148,562.84, in a form approved by the City Attorney as amended. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve a Three Year Contract with Summit Land Conservancy, in a Form Approved by the City Attorney, for Open Space Monitoring in the Amount of $38,058.60 Annually for a Total Contract Amount of $114,175.80

Suggested Action:

Attachments:
Open Space Monitoring Contract Staff Report

City Council
Staff Report

Subject:	**Professional Service Contract- Summit Land Conservancy Open Space Monitoring**
Author:	**Heinrich Deters**
Department:	**Sustainability**
Date:	**August 1, 2019**
Type of Item:	**Administrative- Award of Contract**

Summary Recommendations:
Staff recommends Council reviews and approves a three year contract with Summit Land Conservancy, in a form approved by the City Attorney, for open space monitoring in the amount of $38,058.60 annually and a total contract amount of $114,175.80.

Executive Summary
Council should review and approve a three year Professional Service Contract with Summit Land Conservancy, in a form approved by the City Attorney, for third party open space easement monitoring in an amount not to exceed $114,175.80.

Acronyms
RFP Request for Proposal
SLC Summit Land Conservancy

Background
Summit Land Conservancy (SLC) has been an integral part of Park City open space preservation for more than fifteen years. Additionally, since 2009, SLC has provided monitoring services on almost 2,000 acres of open space for the City or in conjunction with the City.

In 2009, Summit Land Conservancy was awarded a Request for Proposals (RFP) for monitoring services on City owned parcels. Section 2 (Term) of the 2009 contract allows for the ability to extend by mutual written agreement of the Parties.' The parties, PCMC and SLC, have agreed to this condition via email. The previous contract ended on December 31, 2018.

Summit Land Conservancy has provided a scope of services. (Exhibit A)

Analysis:
Providing for independent third party monitoring services on public open spaces is consistent with Council's goal of preserving and enhancing the natural environment.

This renewal is the fourth extension of the multi-year monitoring contract that was awarded to Summit Land Conservancy in 2009.

Acreage covered in this contract is less than previous ones due to the fact that the City transferred its interest in the Quarry Mountain properties to Summit County. This noted a deduction of 92 acres. The new total acreage for this contract is 1902.93 acres.

Costs associated with this contract extension are consistent with the previous agreement terms, plus, inflationary factors and insurance requirements.

- Previous monitoring costs were based on a flat fee of $17.55/acre. The current recommended flat fee is $20.00/acre, which represents a $2.45/acre increase from the previous per acre cost.
- SLC will monitor the Grady easement held by the City moving forward. The Grady's provided the City with a one-time 'stewardship fee' as part of the donation. Staff recommends providing this fee to SLC to cover the intended costs.

Services provided include annual monitoring visits and ongoing reporting per Section 4 of the agreement, as well as, ongoing research and process of grantor requests, review of easement terms and investigation/notification of possible violations. Additionally, the Conservancy and City staff meets formally once a month and correspond on a regular basis per ongoing items.

Department Review
This report has been reviewed by City Manager, Sustainability and Legal.

Funding Source
The Open Space Maintenance budget is recommended for funding of this item.

Exhibit A- Monitoring Scope of Services

I. Scope of Project

To monitor Park City's existing conservation easement properties (see section B 'Existing Open Space Properties) to ensure compliance with easement terms and requirements. Please note, the Summit Land Conservancy is responsible for monitoring additional city-owned properties that are not included in this contract. Funding for stewardship of those properties: *Gamble Oak, Risner Ridge, Old Ranch Hills, and Library Field were provided to the Conservancy as part of the easement transaction and no further payment from the City is required.*

A. Overview

1. The Summit Land Conservancy will visit each property annually (2019, 2020, & 2021) once it is free of snow and perform a thorough inspection of its conservation values.
2. Summit Land Conservancy will provide written reports for each property, which will be submitted to the City by December 31st of each year this contract is in place.
3. Summit Land Conservancy will keep digital copies of the reports on file.
4. Summit Land Conservancy will assume responsibility for monitoring the Grady Easement (granted to Park City Municipal in 2018 and adjacent to the Virginia Mine Claims property) pursuant to a one-time fee paid through this agreement.
5. Summit Land Conservancy staff will meet with City staff annually to review all of the monitoring reports.

B. Existing Open Space Properties

The parcels on which the conservation easements are held and will be monitored are as follows:

1. Round Valley
Location: Five Easements located East of Meadow's Drive and Around the National Ability Center
Date Easements Signed: March 24, 2005.
Acreage: Approximately 689.66 acres.
Notes: This does not include the approximately 377 acres that Park City acquired from PRI & The Boyer Company on December 31, 2008.

2. UP&L
Location: Park Avenue and 9th Street, Park City
Date Easement Signed: March 24, 2005.
Acreage: .51 acres

3. Rail Trail

Location: East of Bonanza Drive, Park City
Date Easement Signed: March 24, 2005.
Acreage: 1.977 acres

4. Virginia Mining Claims
Location: On Rossi Hill, Park City Date Easement Signed: March 24, 2005.
Acreage: 13.3 acres

5. Richards Ranch
Location: West of Hwy 224 between PayDay Drive and Aspen Springs Drive, Park City
Date Easement Signed: March 24, 2005.
Acreage: approximately 19.74 acres

6. McPolin Farm
Location: West of Hwy 224, between Aspen Springs Drive & St. Mary's Catholic Church, Park City
Date Easement Signed: November 15, 2007.
Acreage: approximately 123 acres

7. Empire Easements/ Deer Valley Owned
Location: Two easements on Deer Valley Resort Property, Empire Canyon and Flagstaff area
Date Easement Signed: 2002
Acreage: approximately 885

8. Empire Easements/ Previously Talisker Owned Location:
Prospect Ridge, Park City, North slope of Daly Canyon, West of King Road, Park City
Date Easement Signed: 2002 Acreage: approximately 64.75 acres on two parcels

9. Warren Mining Claims/ Previously Talisker Owned
Location: Top of Iron Mountain, Park City
Date Easement Signed: 2002,
Acreage: approximately 105

10. Grady/privately owned
Location: Adjacent to Virginia Mine Claims, Park City
Date easement signed: 2018
Acreage: approximately 2.3

Easement Monitoring & Annual Monitoring Report cost of $20/acre

Total Easement Acreage for City: 1902.93 (*does not include Grady*)

Acres (1902.93) X Cost/Acre ($20.00) = $38,058.60

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve a Public Art Installation by Richard (Chuck) Landvatter at the Old Town Transit Connector Tunnel in a Form Approved by the City Attorney Not to Exceed $10,000

Suggested Action:

Attachments:
Old Town Transit Center Public Art Staff Report

Exhibit A: Old Town Tunnel Proposal - Chuck Landvatter

City Council
Staff Report

Subject:	**Public Art Approval Old Town Transit Connector**
Author:	**Jenny Diersen, Staff Liaison to the Public Art Advisory Board**
Department:	**Economic Development**
Date:	**August 1, 2019**
Type of Item:	**Administrative**

Summary Recommendation

Based on a recommendation from the Park City Public Art Advisory Board (PAAB), staff recommends City Council approve a public art installation by Richard (Chuck) Landvatter at the Old Town Transit Connector Tunnel in accordance with the Public Art Policy (p. 6). If the artwork is approved, the City Manager will execute a Professional Services Agreement for Commissioned Art in a form approved by the City Attorney not to exceed ten thousand dollars ($10,000).

Background

PAAB identified the Old town Transit Connector Tunnel as one of the key projects to achieve as part of their strategic plan in 2019, which was presented to Council as part of the PAAB's annual update on April 18, 2019.

Pedestrian and bicycle tunnels in Park City present a unique opportunity for public art that reflects and activates the community, and enhances the City Council's goals for alternative transportation, walkability and community vibrancy. For this location specifically, project goals included creating a strong sense of place and communicating a pathway for community connectivity, reflecting community pride and creative expression and Park City's complete and diverse community.

Staff released the RFP for the Old Town Transit Connector on April 9, 2019 which closed on Friday, May 10, 2019. As part of their Special Service Contract scope, the Park City Summit County Arts Council promoted the RFP to local, regional and national artists. Staff received 6 proposals.

Analysis

In coordination with PAAB, staff involved Park City Summit County Arts Council in this artwork selection which took place on May 13 and July 15 during the PAAB's regularly scheduled meetings. This project was scored by PAAB members based on the Public Art Policy (p. 6) and goals outlined in the RFP (pg 3 through 6), including:

- Completeness of application and proposal;
- Demonstrated ability to create artworks appropriate for this project (the artist has demonstrated success and experience in achieving large scale murals in the Salt Lake area);
- Demonstrated ability to meet and conform the demands and budget of the projects;

- Met the goals as stated in the RFP and reference checks. The artist's proposal specifically addresses the goals of the project including creating a strong sense of place, and community pride and expression by incorporating imagery of past and present figures in our community; the artist is willing to take feedback from staff on how to incorporate community figures. Currently the artist has selected past figures including miners and ski/Olympic legacy, and current figures including cyclists, skateboarders, and runners who we see on the trails daily. PAAB also noted that the artist has a unique style that combines both abstract styles and realism and adds to the diversity of the Public Art Collection.

The recommendations for the artwork selection are as follows:
- PAAB – Unanimous vote (6 members were present) in support of Richard (Chuck) Landvatter
- Arts Council – Richard (Chuck) Landvatter
- Staff Recommendation – Richard (Chuck) Landvatter

While artwork was scored based on objective criteria, Public Art is subjective – some community members may wish to see alternate artwork. PAAB continues to plan for maintenance and possible vandalism, which regardless of the artwork selected will continue to be an important consideration for all public artwork in our community. This is not a unique issue to the artwork request. The project requires artwork to be complete by December 31, 2019, however, the artist is eager to get started and complete the mural by September/early October at latest.

1. Recommended Alternative: Based on a recommendation from the Park City Public Art Advisory Board (PAAB) staff recommends City Council approve a public art installation by Richard (Chuck) Landvatter in accordance with the Public Art Policy (p. 6). If the artwork is approved, the City Manager will execute a Professional Services Agreement for Commissioned Art in a form approved by the City Attorney not to exceed ten thousand dollars ($10,000).

Pros

a. Arts & Culture is one of City Council's top priorities. Public Art creates a sense of community and place in our community, and specifically relates to the City's Goals in the General Plan (goals 11 & 13). It is also one of Council's strategic goals: Complete Community that Values Historic Preservation, Economic Diversity and the Arts and Culture. Arts and Culture connects people and place, as well as, serves as an economic driver that adds vibrancy to the place we live and the destination market. Arts and Culture creates amenities for our local community as well as visitors, builds community connections.

2. Reissue Alternative: City Council could postpone this project and give direction to reissue an RFP for the project. If Council chooses this alternative, Council should be clear on additional goals of reissuing the RFP. Staff does not recommend this alternative.

Pros

a. Staff and PAAB would have time to reevaluate the project, and the RFP. Reissuing the RFP may or may not result in a more diverse group of proposals.

Cons

a. This would push back the project timeline, delaying the project to next spring.

3. Deny Alternative: City Council could reject the proposed art Public Art at Old Town Transit Connector Tunnel and decide to no longer pursue artwork in this location. Staff does not recommend this alternative.

Cons

a. This project would not move forward.

Funding

Funding for this project comes from the PAAB's CIP allocation.

Attachments

A Richard (Chuck) Landvatter Public Art Proposal for Old Town Transit Connector

Chuck Landvatter

1740 S. Nevada St.
SLC, UT 84108
chuck.landvatter@gmail.com
801.556.9913
chucklandvatter.com
@chuckdillah (instagram)

Proposal

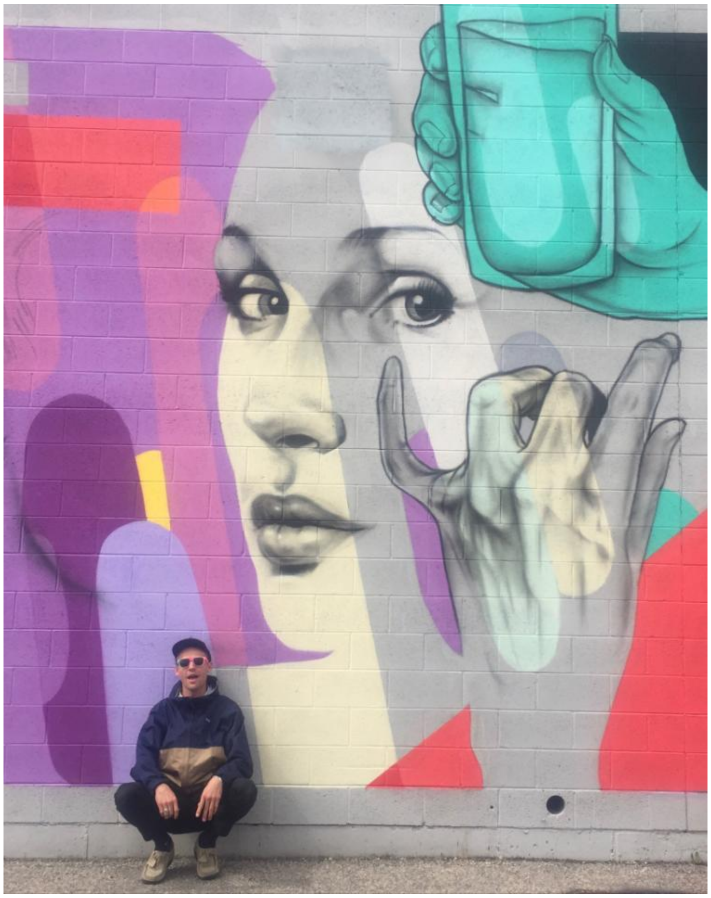
Aesthetically my idea for this wall is to use my traditional approach to murals: Representational imagery, including human features, spray-painted over bold colors and nonobjective shapes. In particular, a history of the town of Park City will be taken into account. Thematically I will include figures from the past who helped shape the city it is today, including miners, the Chinese workers, skiers, and more. I am open to more ideas from the city. The image provided here is only an idea, and is using place-holders for what people the design would eventually include.

I will begin the first stages of making a thorough design June 1, 2019. Painting will begin August 1, 2019, and the finish goal will be November 1, 2019 (to allow for oversights and unexpected delays well in advance of the proposed finish date of December 31, 2019)

Currently I have a six-story mural just off the frontrunner which is viewed by over 4.5 million passengers every year. I have lived - and painted - all over the country, and I know how to shape experience for different varied demographics. Having painted over twenty murals in the Salt Lake area, however, I am also familiar with our local cultural environment and the broader customs and tastes important to the people of the greater Salt Lake region. These large-scale murals (five of which are larger than the wall to be painted at the new airport) have given me experience working to meet client needs with external constraints and sometimes with multiple stakeholders. Several years of teaching professional practices at University further bolsters my ability to communicate to the widest audience possible, without becoming dull or insipid.

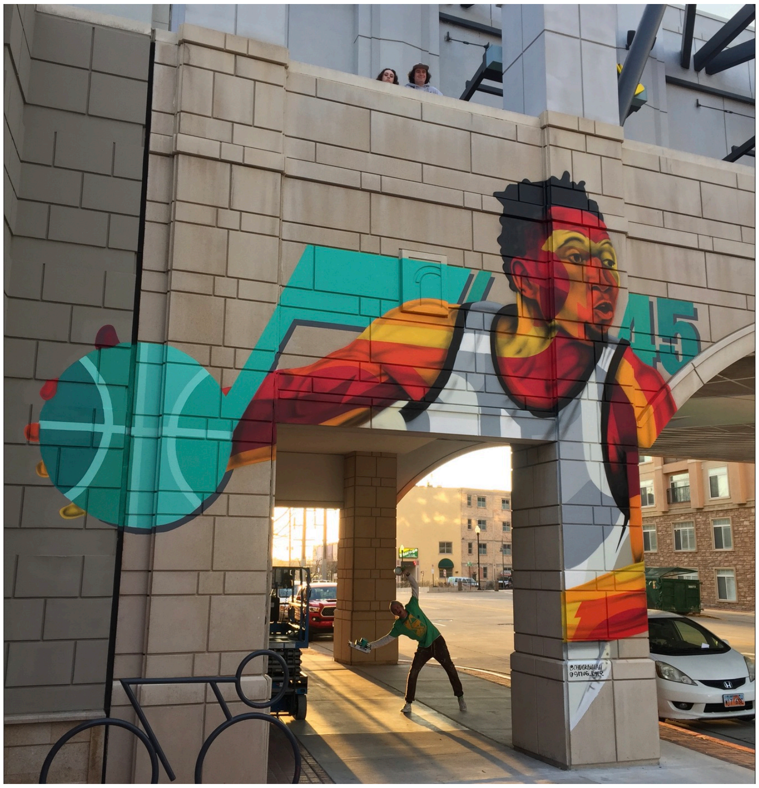
In summary, I feel that with my academic and professional background, and my time spent in Salt Lake, Park City, and beyond, I am uniquely qualified to take on the challenge of creating a work of art which will reflect well this beautiful state and its people. I look forward to hearing back from this committee.

*Graphic representation of artwork proposed for Old Town Transit Connector Tunnel. Worked with Park City Museum to collect images of past and present figures from Park City. I am open to discussion with Park City on additional figures to include in the tunnel. One side of the tunnel will represent past figures such as miners and ski/Olympic figures from the past and the other side of the tunnel will represent current figures such as runners, skateboarders and cyclists that frequent the trail daily.



*Sample of what artwork will look like upon completion.

Images:



	WHAT	COST	EXPLANATION/BREAK DOWN
WAGES			
	Labor - design	$500	Labor for *me*
	Labor - execution	$3,600	Labor for *me* (50% upfront)
		$1,000	Labor for *help*
OVERHEAD			
	Primer	$180	Embassy Acrylic Undercoater 5862 for cinderblock 300 sq ft/gal = 600 per 2 ; Cost 89.95 (x2)
	Anti-Graffiti top-coat	$233	VandlGuard RTU - 5-Gallons
	Spray Paint	$450	12 oz MTN Hardcore - $8.99 (50) (Based on approx. 10 sq. ft coverage area) Tips - $.25 (50)
	Paint brushes/rollers/roller extensions/covers	$33	Wooster Pro 12” mini roller - $5 (3) Purdy Nylon Marathon 1/2” nap - $6 (3)
	Travel expenses	$265	Gas, etc.
	Paint trays/buckets	$35	Handy Paint Pail 1 Gal - $15 (2) Handy Paint Pail liners - $5 (1)
	Painter’s tape	$33	Scotch Blue 1.8” - $7 (4) Scotch Blue .9” - $5 (1)
	Masks & filters	$30	3M Paint Mask - $30 (1)
	Charcoal	$14	Wolff’s Jumbo Charcoal Sticks - $14 (1)
	Unexpected Costs	$200	-
SUBTOTALS			
	Wages	**$5,100**	(Upfront)
	Overhead	**$1,300**	
	Total	**$6,400**	
TOTALS			
	Subtotals from above (Upfront wages, Overhead)	**$6,400**	
	Wages	**$3,600**	(On Completion)
GRAND TOTAL			
		$10,000	

Bio and References

Chris Parker

Executive Director at Giv Group
50 North 600 West, Unit D, Salt Lake City, Utah, 84116
801.917.4484
chris@givgroup.org

Jackie Briggs

Marketing Director at Vestar
18 N. Rio Grande St, Salt Lake City, Utah, 84101
801.557.3470
jbriggs@vestar.com

Tyler Bloomquist

Director at SLC Blocks
801.828.0166
tyler@downtownslc.org

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Heinrich Deters
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve a Purchase Agreement to Dispose of Lot 13, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment, to the Park City Fire District in the Amount of $1,000,000
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
City Property Disposition Staff Report

Plat Map

Purchase Agreement

City Council
Staff Report

Subject:	**IHC Lot 13 Disposition-** **Purchase Agreement with Park City Fire District**
Author:	**Heinrich Deters**
Department:	**Sustainability Department**
Date:	**August 1, 2019**
Type of Item:	**Potential Disposition of Property**

Summary Recommendations:
Staff recommends Council approve a purchase agreement to dispose of Lot 13, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment Amending Lot 4, consisting of 2.5 acres, to the Park City Fire District in the amount of one million dollars ($1,000,000). (Attachment I)

Executive Summary:
Council should consider approval of a purchase agreement to dispose of 2.5 acres located in the Quinn's Junction area to the Park City Fire District in the amount of one million dollars ($1,000,000).

Background:
The Park City Fire District (PCFD) approached the City several years ago, in the hopes of acquiring property for a future fire station located within the Quinn's Junction.

On February 15, 2018, and in compliance with the disposition of significant property process, City Council approved the disposition of the property to PCFD for $1,000,000 subject to creation of a 2.5 acre subdivision of the City's 5 acre Lot 4 IHC property.

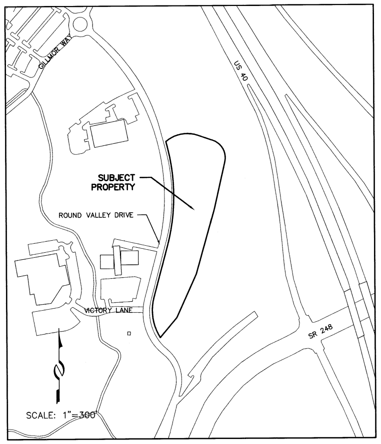
City Council has approved the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment Amending Lot 4 Plat, which created the 2.5 acre Lot 13. (Attachment II)

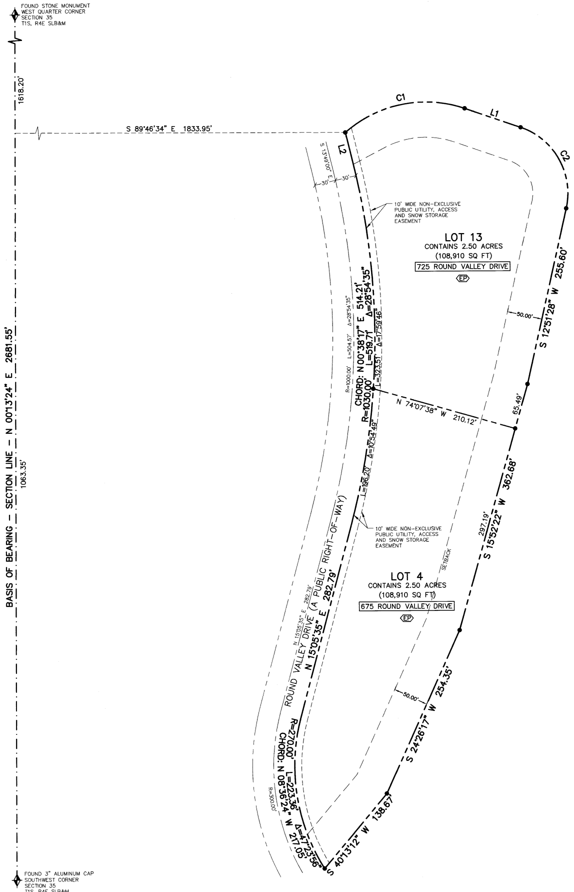
Analysis:
With anticipated build-out of Park City Heights, IHC Medical Campus and Park City Studios, along with additional development in Summit County on the east side of US 40, the PCFD finds that there is a need for a fire station in this area. According to the Fire District, ideal sites are located with direct access onto Round Valley Drive which provides a controlled intersection access to SR 248 and is as a critical to providing a high Insurance Service Office (ISO) rating.

The Purchase Agreement outlines numerous aspects of the property conveyance, including but not limited to; ($1,000,000) purchase price, ($10,000) earnest money payment, property conditions, due diligence, indemnification and seller/buyer conditions/warranties. Additionally, staff has highlighted two conditions of the Purchase Agreement, which City Council should be aware of:

- Section 6.1 (vi): Closing associated with the agreement is conditioned upon PCFC obtaining a Conditional Use Permit (“CUP”), within 6 months of execution of the purchase agreement, for a public or civic use in the Community Transition District under Municipal Code of Park City Section 15-2.23-2(C)(2), which would allow the development of a Fire Station on the Property.
- Section 16: Provides PCMC with a right of first refusal for the first (15) years after closing.

Department Review:
This report was reviewed by the City Attorney’s Office, the Budget Department and the Executive Department.





LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 71°03'32" E	84.43'
L2	N 13°49'00" W	44.69'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	173.60	181.83	60°00'47"	N 78°56'04" E	173.63
C2	98.98	144.96	83°55'00"	S 29°06'02" E	132.35

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No. 7248891 CHARLES GALATI 2/13/2019 State of Utah

I, Charles Galati, do hereby 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 owner, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots, together with easements, hereafter to be known as INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY—FOURTH AMENDMENT AMENDING LOT 4 and that the same has been monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

LOT 4, INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS USSA HEADQUARTERS AND TRAINING FACILITY SUBDIVISION, SECOND AMENDED, according to the official plat on file in the Summit County Recorder's Office, records of Summit County, Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Municipal Corporation, a Utah municipal corporation, owner of the herein described tract of land, to be known hereafter as INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY—FOURTH AMENDMENT AMENDING LOT 4, does hereby certify that it has caused this plat amendment to be prepared, and does hereby consent to the recordation of this plat amendment.

ALSO, the owner hereby irrevocably offers for dedication to Park City all the easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this 13th day of March, 2019.

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

By: ____________________
Andy Beerman, Mayor

ACKNOWLEDGMENT

State of Utah)
:ss.
County of Summit)

On this 13th day of March, 2019, Andy Beerman personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Andy Beerman acknowledged to me that he is the authorized representative of Park City Municipal Corporation, a Utah municipal corporation, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Michelle Kellogg
Notary Public

MICHELLE KELLOGG NOTARY PUBLIC-STATE OF UTAH COMMISSION# 683187 COMM. EXP. 05-19-2019

A Notary Public commissioned in Utah

Michelle Kellogg
Printed Name

Residing in: Park City, Utah

My commission expires: 5-19-2019

Commission No.: 683187

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018-62.
2. See Record of Survey S-9659.
3. At the time of this plat amendment, the property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 940, Map Number 49043C0940C and has an effective date of March 16, 2006.
4. All conditions of approval of the IHC Annexation and the IHC/USSA Subdivision, as amended, shall continue to apply.
5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the areas provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping elements.
6. Final utility, storm water, and grading plans must be approved by the City Engineer and SBWRD prior to Building Permit issuance. All required easements shall be dedicated on the plat prior to recordation.
7. Any wetlands delineation older than five (5) years shall be updated and submitted to the City prior to building permit issuance for development on the lots. All required Corps of Engineer approvals and permits shall be submitted prior to issuance of a building permit on the lots.
8. All development, such as buildings and parking areas, proposed on these lots shall comply with LMC required wetlands protection buffer areas in effect at the time of the building permit application.
9. Each lot is over 1.0 acre and will be required to meet the requirements of the Separate Storm Sewer System (MS4) Storm-Water Program.
10. EP: Lots 4 & 13 may each require a privately owned and operated wastewater ejector pump for wastewater service.

INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA HEADQUARTERS AND TRAINING FACILITY—FOURTH AMENDMENT AMENDING LOT 4

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)

SHEET 1 OF 1

2/13/19 JOB NO.: 17-5-18 FILE: X:\QuinnsJunction\dwg\srv\plat2018\170518.dwg

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 14th DAY OF February, 2019
BY ______ S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 24TH DAY OF OCTOBER, 2018
BY ______ CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 6th DAY OF March, 2019
BY G Ryan Taylor PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 8th DAY OF MARCH, 2019
BY ______ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 29TH DAY OF NOVEMBER, 2018
BY ______ MAYOR

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1 1884

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 29TH DAY OF NOVEMBER, 2018
BY Michelle Kellogg PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Park City Municipal Corp
$0.00 FEE Rhonda Francis Recorder RECORDER
TIME 9:44 AM DATE 3/14/2019 ENTRY NO. 1107497

INTERMOUNTAIN HEALTHCARE PARK CITY MEDICAL CAMPUS/USSA 4TH AMENDMENT LOT

tAGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "**Agreement**") is entered into this ___ day of ________, 2019, by and between **PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation**, the "**Seller**"), and **PARK CITY FIRE DISTRICT, a Utah special service district** (the "**Purchaser**").

WHEREAS, Seller is the owner of certain real property in Park City ("**City**"), State of Utah ("**State**"), more particularly described as parcel number IMPCMC-13-4AM-X, as depicted on Exhibit "A", attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Purchaser intends to construct a Fire Station ("Improvements"), on the Property for purposes of providing community fire safety and response measures; and

WHEREAS, The Seller has subdivided a 5 acre lot it currently owns in order to create the 2.5 acre Property to sell to the Purchaser; and

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

NOW, THEREFORE, Seller does hereby agree to sell to Purchaser and Purchaser agrees to purchase from Seller in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

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

2. SELLER MATERIALS. Purchaser is familiar with the Property and is willing to purchase the same in its "As-Is" condition as further described in Paragraph 9 below and subject to a Due Diligence Period as set forth in Paragraph 3.2 and title inspection as set forth in Paragraph 4, and an inspection period as set forth in Paragraph 5 of this Agreement. To assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit "B" attached hereto ("**Seller's Materials**") on or prior to the Effective Date [defined below.] **Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller's Materials and any copies thereof to Seller.** The furnishing of Seller's Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller's Materials.

3. PURCHASE PRICE AND CLOSING. The purchase price for the Property is One Million Dollars ($1,000,000.00) (the "**Purchase Price**"). The Purchase Price shall be paid by Purchaser as follows:

   3.1 Within five (5) business days after the Effective Date, Purchaser shall deposit the sum of Ten Thousand Dollars ($10,000.00) (the "**Earnest Money Deposit**") with Park City Title Company (the "**Escrow Agent**").

3.2 Upon payment of the Earnest Money Deposit, Seller shall grant to Buyer all necessary access to the Property to conduct necessary due diligence ("**Due Diligence Period**") prior to purchase. The Due Diligence Period shall expire ninety (90) days from the Effective date. In the event any soil sampling or other testing needs to occur beyond the initial Due Diligence Period, Seller agrees that the Due Diligence period may be extended at the request of the Purchaser, for an additional sixty (60) days to allow for testing in a snow-free environment. If prior to the close of the Due Diligence Period, the Purchaser determines in its sole and absolute discretion that circumstances exist which render the Property unsuitable for the Purchaser's intended use, the Purchaser may terminate this Agreement by giving written notice to Sellers and Escrow Agent in which event this Agreement shall be canceled and the Earnest Money shall be returned to the Purchaser. If the Purchaser fails to give such notice prior to the expiration of the Due Diligence Period, then the Purchaser will be deemed to have determined that the Property is suitable for Purchaser's intended use.

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

3.4 The closing (the "**Closing**") shall occur sixty (60) days after the close of the Due Diligence Period (the "**Closing Date**"). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Seller and Purchaser shall have the right to extend the Closing Date by written agreement. In the event that Closing does not occur by the initial Closing Date or any extension agreed to in writing by Seller and Purchaser, this Agreement shall terminate, in which case the Earnest Money Deposit shall be released to Seller, and the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement as described in Paragraph 8.1 and 8.2 below.

4. <u>TITLE</u>.

4.1 Seller shall obtain a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the "**Commitment**"). The Commitment is described as one of the documents listed in Exhibit "B." Within sixty (60) days following the Effective Date, Purchaser shall notify Seller in writing as to Purchaser's disapproval of any of the title exceptions, monetary liens or encumbrances, set forth in such Commitment. Seller shall be obligated to remove and/or resolve any disapproved monetary liens or encumbrances. Seller shall have five (5) business days thereafter ("**Seller Response Period**") to elect whether or not to remove said exceptions, in addition to any monetary liens or encumbrances, at Seller's expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within five (5) business days following expiration of the Seller Response Period, elect to (i) terminate this Agreement, or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser's right of termination set forth in subparagraph 4(a)(i). In the event Purchaser (i) does not object to the items reflected in the Commitment, or (ii) fails to give timely written notice of its election to terminate this Agreement following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and all matters reflected therein shall be deemed "Permitted Exceptions" under this Agreement, and Purchaser shall take title to the Property at Closing subject to all Permitted Exceptions.

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

4.3 At the Closing, Seller shall convey fee title to the Property by providing a Special Warranty Deed (the "**Deed**") to Purchaser, subject to the Permitted Exceptions [defined below].

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

(i) Upon Purchaser's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to,

(a) remove or correct the New Title Exception to Purchaser's reasonable satisfaction on or prior to the Closing Date, or

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

Seller shall have the unilateral right, based on Seller's discretion or for the purpose of performing Seller's obligations or exercising Seller's rights under this Paragraph 4(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) business days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder).

5. DUE DILIGENCE AND INSPECTION PERIOD.

5.1 **Access to Property**. From and after the Effective Date until the close of the Due Diligence Period set forth in Paragraph 3.2 above, Seller agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property during normal business hours on prior written notice to Seller and Seller hereby authorizes Purchaser to carry out such reasonable tests and inspections thereof as Purchaser may deem necessary, provided that such access, tests and inspections by Purchaser and Purchaser's authorized representatives shall be subject to the provisions of the Leases and shall not interfere with the use of the Property by any third party pursuant to the Leases. All such tests and inspections shall be undertaken at no expense to Seller and will be carried out in accordance with the terms and provisions of this Agreement. Upon request by Seller, any samples collected for laboratory analysis will be split with a representative of Seller. Purchaser shall obtain, or cause to be obtained, all necessary permits, licenses, consents or other authorizations or notifications required by all applicable laws for such activities conducted on the Property. Within five (5) days following receipt of a request from Seller, Purchaser will provide Seller with the results of all laboratory analyses performed, reports, field logs and data and survey data on any samples collected during the activities described in this Section 5(a), which obligation shall survive whether or not this Agreement is terminated without Closing and provided that such data and reports are available to Purchaser at the time of Seller's request. If such data and reports are not available at the time of Seller's request, Purchaser shall provide such data and reports within five (5) days after delivery to Purchaser.

5.2 Indemnity. Purchaser shall defend, indemnify, and hold Seller and its property managers, directors, officers, trustees, shareholders, employees, advisors, agents, managers, members and affiliates, and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any and all mechanic's liens that may be filed against the Property and any and all other liabilities and claims, including reasonable attorneys' fees, arising by reason of access to the Property and performance of any of such inspections and operations by Purchaser or its representatives, subcontractors, agents, invitees, or licensees, which obligation to defend, indemnify, and hold Seller and the Indemnitees harmless shall survive whether or not this Agreement is terminated without Closing. Notwithstanding the foregoing, in no event shall Purchaser be responsible for defending, indemnifying, or holding Seller harmless from any diminution in property value of any other claims or liabilities resulting from any information or circumstances discovered during Purchaser's inspections hereunder.

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

6. <u>CONDITIONS PRECEDENT TO CLOSING</u>.

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

(i) Seller has attained all approvals associated with the subdivision and has recorded the plat creating the 2.5 acre Property;
(ii) Purchaser has been able to complete the necessary due diligence to their satisfaction within the allotted Due Diligence Period;
(iii) All conditions of title have been met pursuant to Paragraph 4 hereof;
(iv) Seller is not in default of this Agreement;
(v) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9; and
(vi) Within six (6) months of the date of execution of this Agreement, Purchaser has obtained a Conditional Use Permit ("CUP") for a public or civic use in the Community Transition District under Municipal Code of Park City Section 15-2.23-2(C)(2), which CUP would allow the development of a Fire Station on the Property. If required by either state or local code, Seller shall consent to the Purchaser's application for a Conditional Use Permit prior to closing.

6.2 In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. 62

If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 7(b) below.

6.3 Seller's Conditions Precedent. The obligation of Seller to sell the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by Seller in its sole and absolute discretion (the "**Seller Conditions Precedent to Closing**"):

(i) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9 hereof;

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Seller shall, as its sole remedy, either (a) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (b) immediately terminate this Agreement by written notice to Purchaser, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Purchaser has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 7.2 below.

7. <u>CLOSINGS, CONVEYANCE AND TITLE</u>.

7.1 Title to the Property is to be conveyed hereunder subject to the Permitted Exceptions.

7.2 Any escrow fee shall be equally shared between Purchaser and Seller. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Special Warranty Deed and/or Purchaser's financing shall be at Purchaser's expense. Purchaser shall also pay all costs and expenses associated with Purchaser's procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.

7.3 Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

8. <u>DEFAULT; LIABILITY OF PARTIES</u>.

8.1 In the event of any breach, failure or default by Purchaser under the terms of this Agreement (which breach, failure or default is not remedied or cured by Purchaser pursuant to any applicable provisions hereof), Seller shall be entitled to terminate this Agreement and obtain the Earnest Money Deposit from Escrow Agent (if Escrow Agent then is in possession of same) or retain the Earnest 63

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

8.2 Notwithstanding anything to the contrary contained herein, in the event Seller breaches this Agreement (which breach, failure or default is not remedied or cured by Seller pursuant to any applicable provisions hereof) Purchaser shall have the right, as its sole and exclusive remedy, to either: (i) obtain the return to Purchaser of the Earnest Money Deposit (if Seller is in possession of the same), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach; or (ii) commence an action against Seller for specific performance of this Agreement or similar legal or equitable action. After Purchaser has exercised its applicable remedy as described above, Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Purchaser be entitled to any other remedies other than those expressly provided herein.

8.3 Seller and Purchaser acknowledge and represent that Seller and Purchaser have dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 8(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

8.4 No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days, provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 8(d) shall not apply to Purchaser's failure to timely deliver the Earnest Money Deposit or to a default by Purchaser or Seller for failure to close on the purchase of the Property as and when required hereunder.

8.5 If Seller breaches this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 8(b) of this Agreement. Except as to a breach by Seller of any warranty, representation, or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation, or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 8(c) or Paragraph 9 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 Seller hereby represents, warrants and covenants to Purchaser that:

(i) Seller has granted no person any contract right or other right to possession of any portion of the Property.

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

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

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

9.2 Purchaser warrants, represents and covenants to Seller that:

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

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

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

A. Declarations (Entry No. 00802752)
B. Notice of Administrative Action dated 12-3-2018
C. Subdivision Plat (Entry No. 1107497)
D. Lot 4 Survey (Entry No. S0009659)
E. Army Corp of Engineers Letter dated 10-25-2018

10.2 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE,** 66

REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

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

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

10.5 **WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD, OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR**

ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT, AND FUTURE FEDERAL, STATE, AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, RCRA, 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

10.6 **PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 10 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE SPECIAL WARRANTY DEED FOR THE PROPERTY.**

11. ASSIGNMENT; SURVIVAL. Purchaser may not assign this Agreement to any party without the express written consent of Seller. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Special Warranty Deed executed hereunder and shall not be merged therein, except that any representations and warranties of Seller hereunder shall survive Closing for six (6) months

12. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Purchaser and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise

expressly agreed by mutual consent of Purchaser and Seller. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Purchaser and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

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

14. MISCELLANEOUS.

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

If to Purchaser:
Park City Fire District
P.O. Box 980010
Park City, Utah 84098-0010
Attention: Fire Chief Paul Hewitt
Email:-phewitt@pcfd.org

With a copy to:
Jami Brackin
Summit County Attorney's Office
P.O. Box 128
Coalville, UT 84017
Email: jbrackin@summitcounty.org

If to Seller:
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Office of the Mayor
Email: andy@parkcity.org

With a copy to:
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Heinrich Deters
Email: hdeters@parkcity.org

If to Escrow Agent: Park City Title Company
1670 Bonanza Dr. #105
Park City, Utah 84060
Attention: Nari Trotter
Email: nari@parkcitytitle.com

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

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

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

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

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

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

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

14.8 In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy.

14.9 For purposes of this Agreement and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity. "**Seller's Representative**" means and shall be limited to Heinrich Deters, Property, Real Estate, Trails and Open Space Manager.–Neither this Agreement nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

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

16. RIGHT OF FIRST REFUSAL

Seller hereby reserves for the period of fifteen (15) years after the date of Closing a right of first refusal ("Right of First Refusal") as provided herein:

16.1. In the event the Purchaser receives an offer to purchase the Property which Purchaser elects to accept, Purchaser shall give written notice to Seller, which notice shall set forth the terms and conditions of the bona fide offer and the party who made the offer (the "3rd Party Offer").

16.2. Upon Seller's receipt of the Purchaser's notice of the 3rd Party Offer, the Seller shall thereafter have thirty (30) calendar days to notify Purchaser in writing of the Seller's intent to exercise its Right of First Refusal by offering a purchase price that is equal to the purchase price stated in the 3rd Party Offer.

16.3. In the event the Seller does not notify Purchaser within the time period provided in Paragraph 16.2, the Right of First Refusal shall terminate and the Purchaser may proceed to sell the property pursuant to the terms and conditions of the 3rd Party Offer.

16.4 In the event Purchaser does not convey the property pursuant to the terms and conditions of the 3rd Party Offer within six (6) months of the termination of the Right of First Refusal, the Right of First Refusal reserved herein shall be reinstated for the balance of the fifteen (15) year period.

16.5. In the event the Seller gives notice of its intent to exercise its Right of First Refusal with a purchase price that is equal to a 3rd Party Offer, the Purchaser shall deliver to the Seller notice of its acceptance of the terms and closing on the transaction shall be completed within one-hundred and twenty (120) days of that acceptance.

16.6. The Purchaser is under no obligation to accept from Seller a purchase price which is less than the purchase price stated in the 3rd Party Offer, and Purchaser may reject any offer from the Seller which has terms which are materially different than the offer made by the 3rd Party.

16.7. Seller's reservation of a Right of First Refusal shall expire upon the expiration of fifteen (15) years from the date of recording of the deed from Seller into Purchaser and the Purchaser shall thereafter be under no obligation to provide the notices contained within this section.

16.8. The Right of First Refusal reserved in this section is not transferrable or assignable to any party other than a district or other entity under the control of or created by Seller.

16.9. The noticing required for the Right of First Refusal shall be pursuant to Section 14.1 of this Agreement.

WITNESS, the following signatures:

SELLER:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Attest:

____
City Recorder

Approved as to Form:

____
City Attorney's Office

(SIGNATURES FOLLOW ON NEXT PAGE)

PURCHASER:

PARK CITY FIRE DISTRICT, a Utah special service district
By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Approved as to Form:

By:____
Deputy Summit County Attorney as
Attorney for Park City Fire District

(SIGNATURES FOLLOW ON NEXT PAGE)

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 12 hereof.

ESCROW AGENT:

PARK CITY TITLE

By: ____
Name: ______________________________________
Title:_______________________________________
Date: _______________________________________

EXHIBIT A

Property

Lot 13, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment Amending Lot 4, according to the official plat on file in the Summit County Recorder's Office, records of Summit County, Utah, recorded March 14, 2019, Entry number 1107497.


INTERMOUNTAIN HEALTHCARE PARK CITY
MEDICAL CAMPUS/USSA HEADQUARTERS
AND TRAINING FACILITY–FOURTH AMENDMENT
AMENDING LOT 4
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
VICINITY MAP
SUBJECT PROPERTY
LOT 4
LOT 13
SURVEYOR'S CERTIFICATE
LEGAL DESCRIPTION
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGMENT
NOTES
LEGEND
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
PLANNING COMMISSION
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
COUNCIL APPROVAL AND ACCEPTANCE
CERTIFICATE OF ATTEST
RECORDED
SHEET 1 OF 1

EXHIBIT B

Document Deliveries

1. A copy of the approved subdivision plat.

2. All historical information, all studies including soils studies, geotechnical or engineering studies, site analyses, engineers certificates, existing surveys, existing title insurance policies, contracts, leases, licenses, permits, operating agreements and architects certificates prepared in connection with the Property.

3. A copy of the title commitment within fourteen (14) days of Effective Date.

4. Any other information relating to the Property that Purchaser may reasonably request

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Nate Rockwood
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
Consideration of the Proposed Use of Space by PC MuSE, at 1685 Bonanza Drive, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Use of Space Staff Report

City Council Staff Report

Subject: Use of City Space – Public Notice
Author: Nate Rockwood
Department: Budget, Debt and Grants Department
Date: August 1, 2019
Type of Item: Administrative

Summary Recommendation

City Council should hold a public hearing on the proposed use of space by PC MuSE of 1685 Bonanza Dr. according to Utah Code section 10-8-2 regarding the appropriation of City property. Following state law, a public notice was issued on July 17, 2019 indicating the City's intention to allow PC MuSE the temporary use of the space to facilitate gatherings of local and regional songwriters. These gatherings will be open and free to the public.

Analysis

In May 2019, the City Council provided direction for staff to move forward on a temporary use agreement with the PC MuSE for the weekly use of space at 1685 Bonanza Dr. as a music incubator and songwriter development program, song circle.

Link to staff report and PC MuSE proposal from May

After further discussions, it has been determined that the use of space would fall broadly under Utah Code 10-8-2 which requires a public hearing on the use of the space and a public notice at least 14 days before the hearing (see attached public notice).

The City has determined that the temporary use of the space falls within the category of providing for the "…prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the municipality". The City is offering this space on a weekly basis for the creative purposes described and approved by City Council in the PC MuSE proposal and to further the goals of the City to provide arts and cultural opportunities for the community. The song circles and music workshops will be free and open to all members of the public.

> **PUBLIC NOTICE IS HEREBY GIVEN** that the Park City Council will consider a use agreement between MuSE PC and Park City Municipal Corporation for use of 1685 floor 1 North, for use as a creative community music space for facilitated gatherings of local and regional songwriters. This is based on a Study that finds the application is consistent with Section 10-8-2 of the Utah Code. The public hearing will be held in the Council Chambers at 445 Marsac Avenue, Park City, Utah, at 6:00 p.m. on Thursday, August 1, 2019. For further information, including reviewing the Study, please contact Nate Rockwood, Director of Redevelopment and Capital Management, at 435-615-5179.

Study Conducted in the Use of 1685 Bonanza Dr. by PC MuSE per USC 10-8-2

The City has identified the cultivation of vibrant arts and culture as a top desired outcome for the community. The City is currently in the process of designing a new Arts and Culture district in Bonanza Park. The City purchased the Bonanza Park East property in 2018. The development will include a complete demolition and redevelopment of the entire property acquired by the City with a focus of creating vibrancy and arts and culture amenities in the area. The area will also include amenities which will improve and promote all of the City's Critical priorities of Transportation, Housing, Social Equity and Energy.

City staff has been working with different arts groups and organizations on potential uses of City spaces in the newly created arts and culture district. The Muse PC proposal would act as a good test of a potential arts and culture use in the community. Participation in the proposed programing would be helpful in understanding how music could play a role in the new district. The programing that is proposed is a community music incubator and songwriter development program. The use of City space would provide a consistent time and location for the proposed uses, which would increase more consistent participation. All activities would be free and open to the public as outlined in the proposal. The activities meet the general City priority of creating vibrant arts and cultural activities for the City residents and the community. The programing meets the Utah code criteria under 10-8-2 by providing, "prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the municipality." (USC 10-8-2).

This program will utilize current City own space in the arts and culture district redevelopment property, which is currently unoccupied. The space will be use up to 3 times per week in the evening for community songwriter development program. With the redevelopment of the area planning to begin in spring 2020, City Council has provided direction that City staff should not actively pursue a full time lease of the space for commercial use. Because PC MuSE will not have a lease or exclusive use of the space, but would instead have a use agreement for space, the space could be viewed in value similar value to the Library Community Room. This use would fall into the Group 1 category which is defined as "Activities which are free and open to the public during Library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director." Room use in the category, which is a free service to the public that do not promote or solicit business, are provided free of charge. Activates which are free to the public but are outside Library business hours fall into category 3, which includes a $150/per hour charge for use. This is due to the fact that library staff would be provided to allow access to the facility. The estimated value of the space when compared to the library policy is between $0 (Category 1) and $6,000 (Category 3) per month. With the use of the 1685 Bonanza Dr. property, the facility will have a dedicated access and will be overseen by volunteers of the PC MuSE group, which would fall closer to a category 1 use.

It is proposed that the program will provide up to 3 days of open, free programing from 6pm to 10pm on Wednesday, Thursday and occasionally Friday nights. The estimated volunteer hour value is in excess of $1,200 per month. Based on the estimated values, the current vacancy of the space and comparison to other community spaces, and the City's top priority of creating vibrancy and arts and culture amenities and programing in the community, it it the recommendation of this evaluation (study) that the allocation of the space is appropriate to accomplish the reasonable goals and objectives of the municipality in the area of vibrant arts and culture services (USC 10-8-2).

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Caitlyn Barhorst
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance No. 2019-42, an Ordinance Approving an Extension of the June 21, 2018 Approval of the 1135 Norfolk Avenue Plat Amendment Located at 1135 Norfolk Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
1135 Norfolk Avenue Plat Extension Staff Report and Ordinance

1135 Norfolk Avenue Plat Exhibits

City Council
Staff Report

Subject: **1135 Norfolk Avenue Plat Amendment**
Author: **Caitlyn Barhorst, Historic Preservation Planner**
Department: **Planning**
Date: **August 1, 2019**
Type of Item: **Administrative- Plat Amendment Extension of Approval**

Summary Recommendation
Staff recommends that the City Council hold a public hearing and consider approving a request for a one year extension for the 1135 Norfolk Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Description

Applicant:	David R. Emmett and Bobbi Lynn Emmett
Location:	1135 Norfolk Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Single family, condominium, and duplex structures
Reason for Review:	Extensions of plat amendment approvals require City Council Action

Executive Summary
On June 21, 2018 the City Council approved the 1135 Norfolk Plat Amendment, located at the same address. The Planning Department received a request for extension on June 13, 2019; the application was deemed complete on June 21, 2019. There have been no modifications to the original approval. The owner of the property is requesting an extension to the plat amendment approval to have more time to meet the conditions of approval that require the approval of the Historic District Design Review (HDDR) apppplication PL-17-03702. The Material Deconstruction for 1135 Norfolk Avenue was approved by the Historic Preservation Board on July 17, 2019, allowing the removal of the site elements of the subject conditions of approval.

Acronyms

HR-1	Historic Residential-1 Zoning District
HSI	Historic Sites Inventory
ROW	Right-of-Way

Background
The background of this application has been summarized in the following reports:

- May 23, 2018 Planning Commission Staff Report (starting page 105) and Minutes (starting page 10). Planning Commission reviewing the plat amendment request and unamimously forwarded a positive recommendation to City Council.

- June 21, 2018 City Council Staff Report (starting page 556) and Minutes (starting page 12). City Council approved Ordinance No. 2018-34, an Ordinance Approving the 1135 Norfolk Avenue Plat Amendment, located at 1135 Norfolk Avenue, Park City, Utah.
- July 17, 2019 Historic Preservation Board Staff Report (starting page 24). The Historic Preservation Board reviewed and approved Proposal No. 1 for Material Deconstruction.

Alternatives

- The City Council may approve the request for an extension of approval for the 1135 Norfolk Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the request for an extension of approval and direct staff to make findings for this decision; or
- The City Council may continue discussion on the extension request to a date certain and request additional information.
- There is not a "no action" option with this type of item.

Analysis

Per LMC 15-7.1-6(C)(5) Final Subdivision Plat, applicants may request time extensions of the City Council approval by submitting a written request to the Planning Department prior to the expiration of approval; the applicant submitted a Request for Extension Application to the Planning Department on June 13, 2019; the original approval expired June 21, 2019. The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or finding of non-compliance with the General Plan or Land Management Code. Staff has reviewed the applicant's Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings.

The analysis of this plat amendment was included in the June 21, 2018 City Council Staff Report (starting page 556) and Minutes (starting page 12), and approved through Ordinance No. 2018-34.

City Council's approval of the plat amendment in 2018 included the following Conditions of Approval that are directly impacted by the Historic District Design Review application currently under review:

3. The applicant shall remove the portion of the non-historic concrete garage that encroaches into the City right-of-way and neighboring property at 1121 Norfolk Avenue prior to recordation of the plat amendment.
4. The applicant shall remove the portion of the non-historic concrete retaining walls in the right-of-way and railroad tie retaining walls in the backyard prior to recordation of the plat amendment.
5. The composite staircase that bisects the northwest corner of this lot and owned by the Victorian Village Condominiums shall either be removed or the applicant shall enter into an encroachment agreement with Victorian Village Condominiums for the stairs, prior to recordation of the plat amendment.

Finally, the attached Draft Ordinance includes a copy of the plat amendment proposed with the original approval.

Department Review

This project has gone through an interdepartmental review. The Development Review Committee (DRC) had no new issues that were not previously addressed in the original plat amendment approval.There have also been no changes of circumstance of either the property, the Land Management Code, or the zoning map, since the date of approval, that create the need to make changes to the proposed plat.

Notice

On July 18, 2019, the property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record on July 17, 2019, in accordance with the requirements of the LMC.

Public Input

No public input was received at the time of writing this report. Public input may be taken at the regularly scheduled City Council meeting on August 1, 2019.

Process

Approval of the extension application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 15-1-18. The extension provides an additional year for the applicant to record the subdivision at Summit County. Recordation shall occur prior to August 1, 2020 or the approval will expire, unless the applicant submits a written request for an additional extension.

Significant Impacts

There are no significant fiscal or environmental impacts from this application which is an extension of approval of the plat amendment.

Consequences of not taking the Suggested Recommendation

The plat will have expired and the applicant will have to begin the plat amendment process anew.

Recommendation

Staff recommends that the City Council hold a public hearing and consider approving a request for a one year extension for the 1135 Norfolk Avenue Plat Amendment approval, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Attachments

Exhibit A- Draft Ordinance and proposed Plat Amendment

Exhibit A

Ordinance No. 2019-42

AN ORDINANCE APPROVING AN EXTENSION OF THE JUNE 21, 2018 APPROVAL OF THE 1135 NORFOLK AVENLUE PLAT AMENDMENT LOCATED AT 1135 NORFOLK AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1135 Norfolk Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on July 18, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on July 17, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on May 23, 2018, to receive input on plat amendment located at the aforementioned address;

WHEREAS, the Planning Commission, on the aforementioned date, forwarded a recommendation to the City Council to approve the proposed condominium plat according to the Findings of Fact, Conclusions of Law and Conditions of approval as stated herein;

WHEREAS, on June 21, 2018, the City Council held a public hearing and approved the 1135 Norfolk Avenue Plat Amendment;

WHEREAS, the City Council held a public hearing on August 1, 2019 and approved an extension of the plat approval to August 1, 2020.

WHEREAS, it is in the best interest of Park City, Utah to approve the extension of the 1135 Norfolk Avenue Plat Amendment approval to allow time to resolve issues of interest to the City that are also required to be complied with prior to plat recordation.

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

SECTION 1. APPROVAL. The 1135 Norfolk Avenue Plat Amendment, located at the same address and as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is located at 1135 Norfolk Avenue.

2. The site contains all of Lots 8 and 9 and the south half of Lot 10, Block 17 of the Snyder's Addition to Park City The property is in the Historic Residential (HR-1) District.
3. This site is listed on Park City's Historic Sites Inventory (HSI) and is designated as Significant.
4. The Plat Amendment removes two (2) interior lot lines.
5. The proposed Plat Amendment combines the property into one lot of record.
6. The minimum Lot Size for a single-family dwelling is 1,875 square feet in the HR-1 zone. The proposed lots meet the minimum lot area for single-family dwellings as it will create a lot containing 4,687.5 square feet.
7. The total lot size and width will be larger than neighboring single-family lots; however, development on this lot is limited due to the location of the historic house on the site, which limits additional development to the rear of the historic house.
8. A single-family dwelling is an allowed use in the District.
9. The minimum width of a Lot is 25 feet measured 15 feet back from the Front Lot Line. The proposed lot meets the minimum lot width requirement at 62.50 feet.
10. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures.
11. The minimum front/rear yard setbacks are 10 feet (10'); there is a non-historic shed in the backyard that has a 5 foot rear yard setback and complies with the allowed rear yard setback of 1 foot for Accessory Buildings less than 18 feet in height, per LMC 15-2.2-3(G)(6). There is a 0 foot front yard setback as a non-historic concrete garage encroaches over the front property line and into the City's right-of-way.
12. The minimum side yards are 5 feet for a total of 14 feet. The existing site has a side yard setback of 5 feet along the north property line, but 0 feet along the south property line. The non-historic concrete garage encroaches into the neighboring property to the south.
13. There are several existing encroachments on site. The existing non-historic concrete garage encroaches approximately 2 feet into the City right-of-way and approximately 1.5 feet into the property directly to the south at 1121 Norfolk Avenue. There are concrete retaining walls built into the right-of-way and into the neighboring property at 1121 Norfolk Avenue. There is also a railroad tie retaining wall that encroaches over the property west property line and into the neighboring property. The Victorian Village Condominiums. Finally, it appears that the Victorian Village Condominiums built a composite staircase that bisects the northwest corner of the subject site.
14. The Park City Planning Department received the plat amendment application on March 23, 2018; the application was deemed complete on March 29, 2018.
15. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

4. Approval of the Plat Amendment, 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 will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant shall remove the portion of the non-historic concrete garage that encroaches into the City right-of-way and neighboring property at 1121 Norfolk Avenue prior to recordation of the plat amendment.
4. The applicant shall remove the portion of the non-historic concrete retaining walls in the right-of-way and railroad tie retaining walls in the backyard prior to recordation of the plat amendment.
5. The composite staircase that bisects the northwest corner of this lot and owned by the Victorian Village Condominiums shall either be removed or the applicant shall enter into an encroachment agreement with Victorian Village Condominiums for the stairs, prior to recordation of the plat amendment.
6. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat
7. Ten foot (10') public snow storage easement shall be granted along the Woodside Avenue right-of-way.

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

PASSED AND ADOPTED this 1st day of August, 2019.

PARK CITY MUNICIPAL CORPORATION

____
Andy Beerman, MAYOR

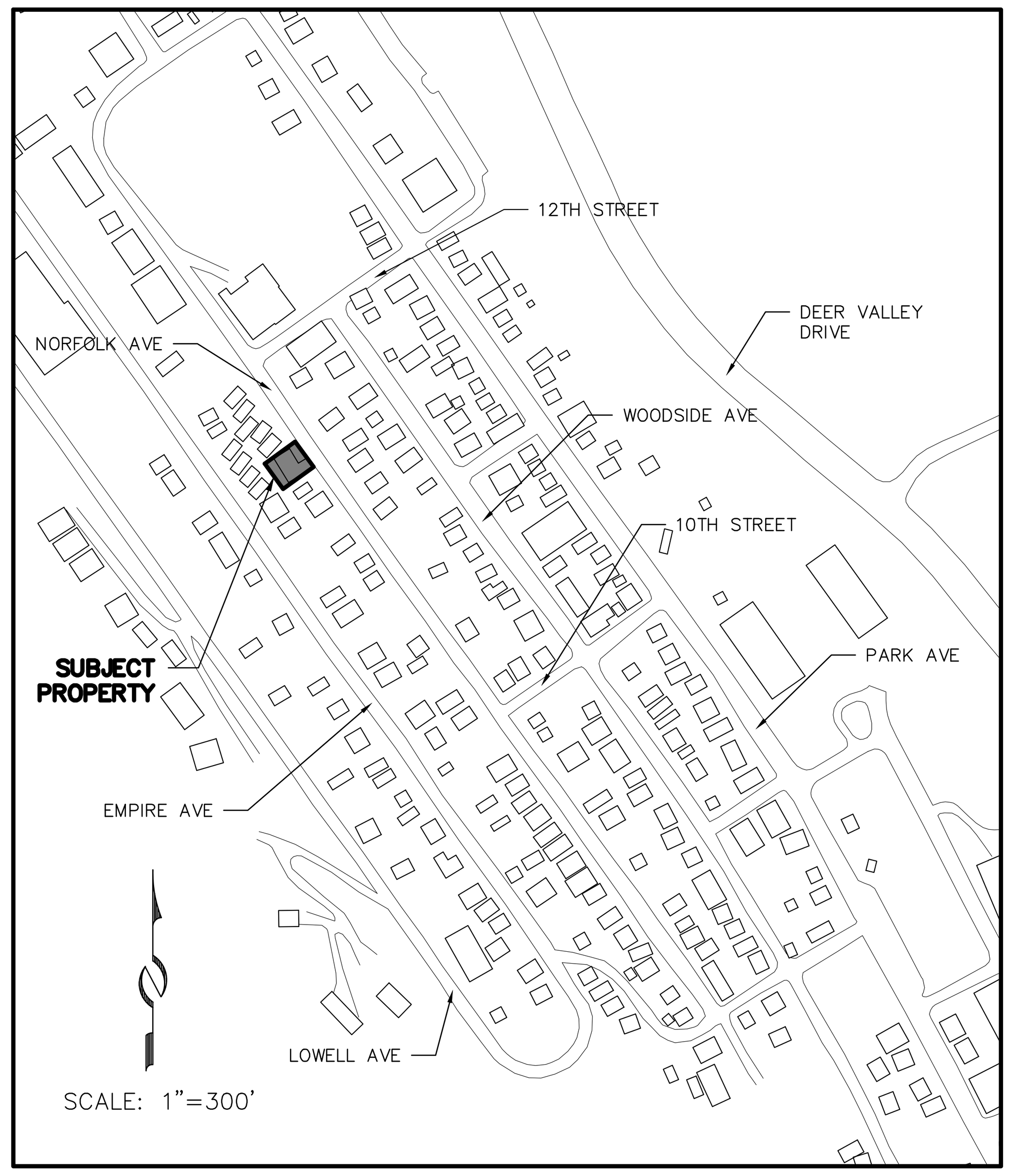
ATTEST:

____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

VICINITY MAP



SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No.7248891 CHARLES GALATI State of Utah

I, Charles Galati, do hereby 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 owner, I have made a survey of the tract of land into lots and streets, together with easements, hereafter to be known as 1135 NORFOLK AVENUE PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

All of 8 and 9, South 1/2 of Lot 10, Block 17, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that, David R. Emmett and Bobbi Lynn Emmett, Co–Trustees of The 2015 Emmett Family Trust, dated December 16, 2015, hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this Plat Amendment.

ALSO, the owner hereby irrevocably offers for dedication to the City of Park City all the easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand

this _____ day of _______________, 2018.

By:___________________________

David R. Emmett, Co–Trustee

In witness whereof, the undersigned set her hand

this _____ day of _______________, 2018.

By:___________________________

Bobbi Lynn Emmett, Co–Trustee

ACKNOWLEDGMENT

State of ____________________)

: ss.

County of ____________________)

On this _____ day of ____________________, 2018, David R. Emmett 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 Co–trustee of The 2015 Emmett Family Trust, dated December 16, 2015, 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 the 1135 NORFOLK AVENUE PLAT AMENDMENT.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: _______________

My commission expires: __________________

Commission No: _______________

ACKNOWLEDGMENT

State of ____________________)

: ss.

County of ____________________)

On this _____ day of ____________________, 2018, Bobbi Lynn Emmett 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 she is the Co–trustee of The 2015 Emmett Family Trust, dated December 16, 2015, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed the 1135 NORFOLK AVENUE PLAT AMENDMENT.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: _______________

My commission expires: __________________

Commission No: _______________

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018–____.
2. See Record of Survey S–9102.

1135 NORFOLK AVENUE PLAT AMENDMENT

A LOT COMBINATION PLAT OF LOTS 8, 9 AND THE SOUTH HALF OF LOT 10, BLOCK 17, SNYDER'S ADDITION TO PARK CITY SURVEY

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

3/23/18 JOB NO.: 10–2–18 FILE: X:\sa\\dwg\srv\plat2018\100218.dwg

(435) 649–9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060–2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2018

BY _______________
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2018

BY _______________
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________, 2018

BY _______________
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF __________, 2018

BY _______________
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 2018

BY _______________
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 2018

BY _______________
PARK CITY RECORDER

RECORDED

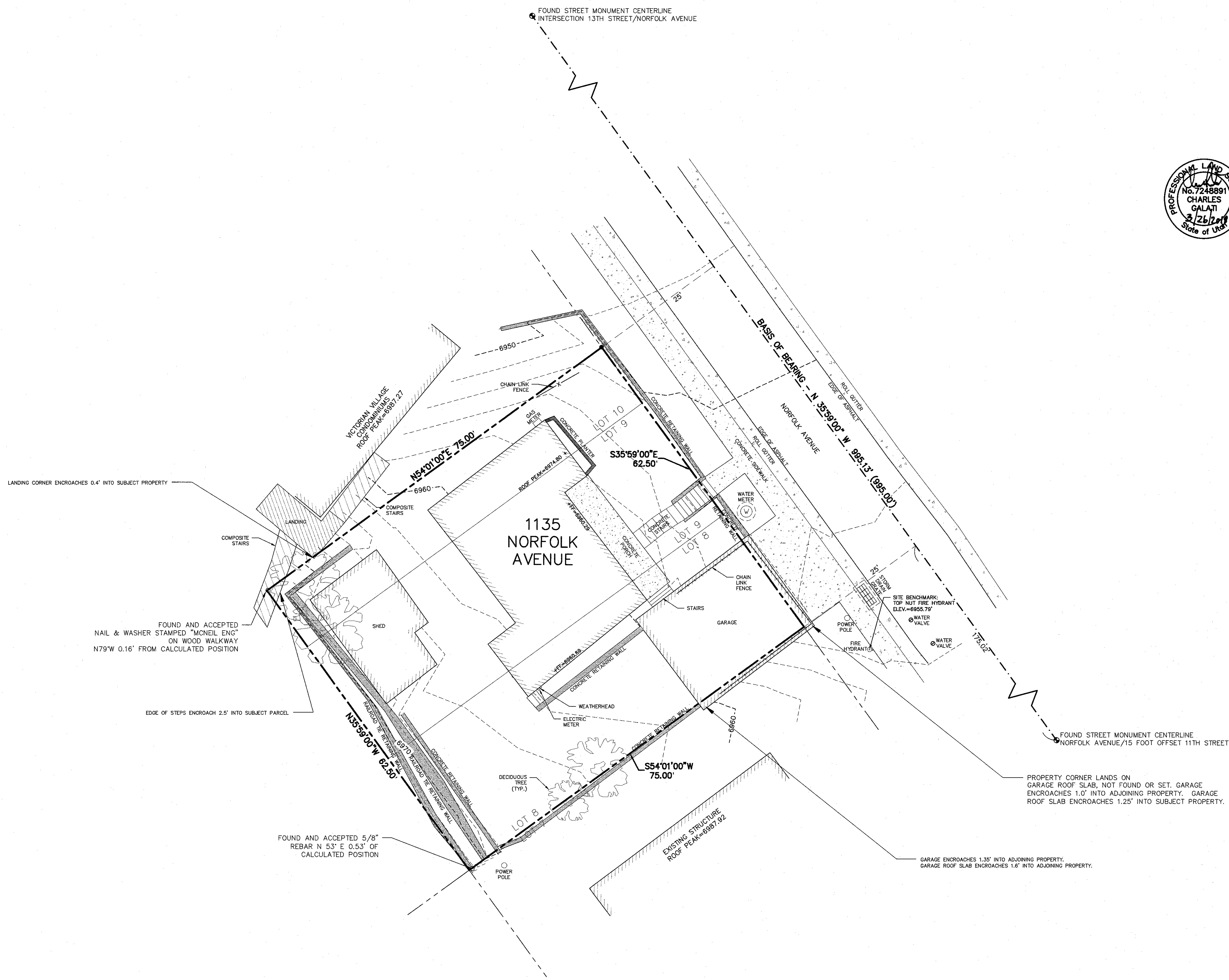
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______________________________

________ FEE ____________________ RECORDER

TIME ______ DATE ________ ENTRY NO. ___________

1135 NORFOLK AVENUE

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No. 7248891 CHARLES GALATI 3/26/2018 State of Utah

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that a survey of the hereon described property has been performed under my direction and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

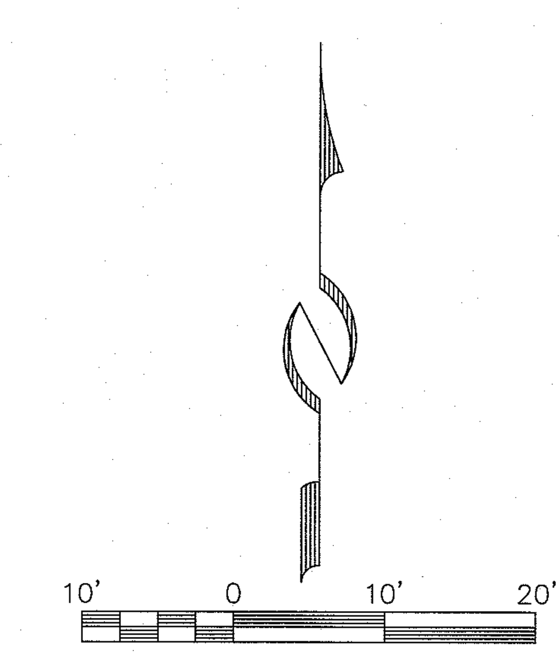
All of Lots 8 and 9, and the south half of Lot 10, Block 17, Snyder's Addition to Park City, Utah, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

NOTES

1. Basis of Bearing for this survey is between the found brass cap street monuments as shown on this plat.
2. Field work for this survey was completed May 9, 2017, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to locate and monument the boundary in addition to performing an Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. A title report was not provided to the surveyor and no easements are shown as part of this survey.
5. Recorded deeds, Victorian Village Condominium Plat recorded as Entry No. 235901, 1117 Norfolk Avenue Subdivision Plat recorded as Entry No. 629605, and Matthes Condominium Plat recorded as Entry No. 899445, and a Recorded Survey of 1135 Norfolk Ave. performed by this surveyor, all on file and of record with the Summit County Recorder's Office, and physical evidence found in the field were all used to determine the boundary as shown on this plat.
6. Site Benchmark is the top nut of a fire hydrant with an Elevation=6955.79' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found or set as shown.
9. Record bearings and distances are in parenthesis ( ) when different than measured.

LEGEND

- ● Set 5/8" rebar w/cap "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)
- ○ Found Monument (As-Noted)
- Found Street Monument (As-Noted)



REVISIONS
3/26/18 – SHOW ORIGINAL LOT LINES

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: CHARLES GALATI, TANDIN CHAPMAN, STEVE CONANT, CHIP TOMSUDAN, RYAN BETZ	EXISTING CONDITIONS & TOPOGRAPHIC MAP LOTS 8, 9 & south half of 10, BLOCK 17, SNYDERS ADDITION TO PARK CITY	SHEET 1 OF 1
DATE: 3/26/18	**FOR:** **JOB NO.:** 11-4-17 **FILE:** X:\SnydersAddition\dwg\srv\srvy2017\110417-1135 Norfolk\110417-1135 Norfolk.dwg	

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING
JUAN CARRASCO

DATE: 2/20/18

AERIAL PHOTOGRAPH
1135 NORFOLK AVENUE
BLOCK 17, SNYDER'S ADDITION

FOR: CAM SCHIEDEL
JOB NO.: 10-2-18
FILE: X:\SnydersAddition\dwg\Exhibits\1135 norfolk-exhibits.dwg

SHEET
1
OF
1

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Caitlyn Barhorst
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance No. 2019-43, an Ordinance Approving an Extension of the June 21, 2018 Approval of the 1011 Empire Avenue Plat Amendment Located at 1011 Empire Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
1011 Empire Avenue Plat Extension Staff Report and Ordinance

1011 Empire Avenue Plat Exhibits

City Council
Staff Report

Subject:	**1011 Empire Avenue Plat Amendment Extension**
Author:	**Caitlyn Barhorst, Historic Preservation Planner**
Department:	**Planning**
Date:	**August 1, 2019**
Type of Item:	**Plat Amendment Extension Request - Administrative**

Summary Recommendation

Staff recommends that the City Council hold a public hearing and consider approving a request for a one year extension for the 1011 Empire Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Description

Applicant:	1011 Empire Avenue, LLC (Gavin Steinberg), represented by Bill Van Sickle
Location:	1011 Empire Avenue
Zoning:	Historic Residential-1 (HR-1)
Adjacent Land Uses:	Single and multi-family residential development
Reason for Review:	Plat Amendment Extension Requests require City Council review and action.

Executive Summary

The proposed plat amendment seeks to subdivide the existing three (3) lots of record into two (2) lots. The Historic house located at 1011 Empire Avenue, designated as "Significant" on the City's Historic Sites Inventory (HSI), will be located on Lot 1 of the proposed two lot subdivision. Lot 2 is a vacant lot and will be redeveloped. On May 23rd, 2018, the Planning Commission unanimously forwarded a positive recommendation to City Council for the approval of this plat amendment. On June 21, 2018, City Council passed the Ordinance No. 2018-33 approving the 1011 Empire Avenue Plat Amendment located at 1011 Empire Avenue, Park City, Utah.

Acronyms

HR-1	Historic Residential-1 Zoning (HR-1)
HSI	Historic Sites Inventory
ROW	Right-of-Way

Background

The background of this application has been outlined in the following reports:

- May 23, 2018, Planning Commission Staff Report (starting page 92) and Minutes (starting page 7). On May 23rd, the Planning Commission unanimously forwarded a positive recommendation to City Council for the approval of this plat amendment.

- June 21, 2018, The City Council Approved the 1101 Empire Avenue Plat Amendment located at 1011 Empire Avenue with a unanimuous vote as indicated in Ordinance 2018-33. The City Council Staff Report (starting page 540) and Minutes (page 11).

In 1991 and 1999, the Park City Planning Commission approved Conditional Use Permits (CUPs) at this location for a Bed and Breakfast. The current owner does not intend to continue the use of the site as a Bed and Breakfast, and the applicant has stipulated to abandoning the use.

Alternatives

- The City Council may approve the request for an extension of approval for the 1011 Empire Avenue Plat Amendment as conditioned or amended; or
- The City Council may deny the request for an extension of approval and direct staff to make findings for this decision; or
- The City Council may continue discussion on the extension request to a date certain and request additional information.
- There is not a “no action” option with this type of item.

Analysis

Per LMC 15-7.1-6(C)(5) Final Subdivision Plat, applicants may request time extensions of the City Council approval by submitting a written request to the Planning Department prior to the expiration of approval; the applicant submitted a Request for Extension Application to the Planning Department on June 13, 2019; the original approval expired June 21, 2019. The applicant has two (2) active Historic District Design Review applications for the two (2) proposed lots of the plat. The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or finding of non-compliance with the General Plan or Land Management Code. Staff has reviewed the applicant’s Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings.

The analysis of this plat amendment was included in the June 21, 2018 City Council Staff Report (starting page 540) and Minutes (page 11), and approved through Ordinance 2018-33.

Good Cause

Staff finds good cause for this Plat Amendment as the City will receive a snow storage easement along Empire Avenue. This plat will also resolve existing encroachments into the City’s right-of-way, including the stacked stone retaining walls and non-historic garage. Furthermore, without this Plat Amendment the historic house would straddle an interior lot line and not be on its own lot; any additions made to the historic house would have to comply with LMC setbacks as required for the interior lot line created by this plat amendment. A requirement of the plat amendment is to remove the illegal parking space.

Finally, the attached Draft Ordinance includes a copy of the plat amendment proposed with the original approval.

Department Review

- This project has gone through an interdepartmental review. The Development Review Committee (DRC) had no new issues that were not previously addressed in the original plat amendment approval.
- There have also been no changes of circumstance of either the property, the Land Management Code, or the zoning map, since the date of approval, that create the need to make changes to the proposed plat.

Notice

On July 18, 2019, the property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record on July 17, 2019, in accordance with the requirements of the LMC.

Public Input

No public input was received at the time of writing this report. Public input may be taken at the regularly scheduled City Council meeting on August 1, 2019.

Process

Approval of the extension application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 15-1-18. The extension provides an additional year for the applicant to record the subdivision at Summit County. Recordation shall occur prior to August 1, 2020 or the approval will expire, unless the applicant submits a written request for an additional extension.

Significant Impacts

There are no significant fiscal or environmental impacts from this application which is an extension of approval of the plat amendment.

Consequences of not taking the Suggested Recommendation

The plat will have expired and the applicant will have to begin the plat amendment process anew.

Recommendation

Staff recommends that the City Council hold a public hearing and consider approving a request for a one year extension for the 1011 Empire Avenue Plat Amendment approval, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Attachments

Exhibit A – Draft Ordinance with proposed Plat Amendment

Exhibit A

Ordinance No. 2019-43

AN ORDINANCE APPROVING AN EXTENSION OF THE JUNE 21, 2018 APPROVAL OF THE 1011 EMPIRE AVENUE PLAT AMENDMENT LOCATED AT 1011 EMPIRE AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 1011 Empire Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on July 18, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on July 17, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on May 23, 2018, to receive input on plat amendment located at the aforementioned address;

WHEREAS, the Planning Commission, on the aforementioned date, forwarded a recommendation to the City Council to approve the proposed condominium plat according to the Findings of Fact, Conclusions of Law and Conditions of approval as stated herein;

WHEREAS, on June 21, 2018, the City Council held a public hearing and approved the 1011 Empire Avenue Plat Amendment;

WHEREAS, the City Council held a public hearing on August 1, 2019 and approved an extension of the plat approval to August 1, 2020.

WHEREAS, it is in the best interest of Park City, Utah to approve the 1011 Empire Plat Amendment located at the same address.

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

SECTION 1. APPROVAL. The 1011 Empire Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1011 Empire Avenue.
2. The property consists of all of Lots 3, 4, 5, and 6 of Block 28 of Snyders Addition to Park City.
3. The property is in the Historic Residential (HR-1) District.

4. This site is listed on Park City's Historic Sites Inventory (HSI) and is designated as Significant.
5. The Plat Amendment removes two (2) interior lot lines.
6. The proposed Plat Amendment combines the property into two (2) lots: Lot 1 which includes the historic house will include 2,812.5 square feet. Lot 2 will contain 2,812.5 square feet.
7. The minimum lot area for a single-family dwelling is 1,875 square feet in the HR-1 zone. The proposed lots meet the minimum lot area for single-family dwellings.
8. A single-family dwelling is an allowed use in the District.
9. The minimum width of a Lot is 25 feet measured 15 feet back from the Front Lot Line. The proposed lot widths are The proposed lots meet the minimum lot width requirement with widths of 37.50 feet.
10. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures.
11. The applicant proposes to maintain and renovate the historic house on Lot 1 of the 1011 Empire Avenue Subdivision and develop the other lot.
12. The minimum front/rear yard setbacks are 10 feet (10'); the minimum total front plus rear yard setbacks are twenty feet (20'). The historic house, located on Lot 1 of the proposed plat amendment, has a front yard setback of 19 feet and a rear yard of 8 feet. The 8' rear setback is valid non-complying. There is an existing non-historic garage which is non-historic which has 0' front setback and encroaches in the City right of way. The owner has indicated he will remove the garage.
13. The minimum side yards for all three (3) proposed lots are 3 feet for a total of 6 feet for each lot.
14. There are several existing encroachments on site. The existing non-historic garage, constructed in the 1970s, encroaches three feet (3') into the City right-of-way. There are also stacked stone retaining walls that encroach approximately two feet (2') into the right-of-way.
15. The area behind the curb is not landscaped and has become an illegal, gravel parking space.
16. The applicant stipulates to abandoning the Bed and Breakfast use approved in 1991 and 1999 by the Park City Planning Commission.
17. The Park City Planning Department received the plat amendment application on July 26, 2017; the application was deemed complete on August 14, 2017. The applicant then amended his plat amendment and submitted a revised request on March 6, 2018.
18. On April 18, 2018 the Historic Preservation Board approved the Material Deconstruction associated with the HDDR at 1011 Empire, this included approval to remove the non-historic garage and stone retaining walls in the public ROW.
19. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

4. Approval of the Plat Amendment, 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 will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The existing garage encroaches approximately three feet (3') into the right-of-way. The applicant shall remove the existing garage encroachment prior to recordation of this plat amendment.
4. The existing stone retaining walls encroach approximately three feet (3') into the right-of-way. The applicant shall remove the existing retaining walls encroachment prior to recordation of this plat amendment.
5. Residential fire sprinklers will be required for all new construction per the requirements of the Chief Building Official.
6. Ten foot (10') public snow storage easement shall be granted along the Woodside Avenue right-of-way.
7. The "Reserved Parking" signs within the right-of-way shall be removed as street parking is public and not exclusively reserved for 1011 Empire Avenue.
8. Prior to plat recordation, the applicant shall remove the illegal gravel parking pads behind the curb and landscape this area to prevent future parking.
9. The Owner stipulates that he is abandoning the Bed and Breakfast Use at the location.

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 1st day of August, 2019.

PARK CITY MUNICIPAL CORPORATION

____

Andy Beerman, MAYOR

ATTEST:

____

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, City Attorney

Exhibit A

1011 EMPIRE AVENUE PLAT AMENDMENT

AMENDMENT TO LOTS 4,5 & 6
BLOCK 28 SNYDERS ADDITION TO PARK CITY
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2S RANGE 4E
SALT LAKE BASE AND MERIDIAN

VICINITY AND ZONING MAP
NOT TO SCALE

SURVEYOR'S STATEMENT

I GREGORY J. FERRARI OF PARK CITY, UTAH, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 5046908. THIS PLAT AMENDMENT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE SURVEYED PROPERTY.

GREGORY J. FERRARI P.L.S. 5046908 EXPIRES MARCH 31, 2019

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT **1011 EMPIRE AVENUE LLC**, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVE CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE ***1011 EMPIRE AVENUE PLAT AMENDMENT***, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THIS PLAT AMENDMENT TO BE PREPARED. 1011 EMPIRE AVENUE LLC HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT AMENDMENT.

940 EMPIRE AVENUE LLC, A NEW YORK LIMITED LIABILITY COMPANY

BY:______________________

PRINTED NAME:______________________

TITLE:______________________

LIMITED LIABILITY COMPANY NOTARY ACKNOWLEDGMENT

STATE OF :)
COUNTY OF :) SS

ON THIS____ DAY OF__________, 20___, PERSONALLY APPEARED BEFORE ME, ***JUSTIN S. STEINBERG***,

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/SHE IS THE ____________

(TITLE OR OFFICE) OF ***1011 EMPIRE AVENUE LLC***, A NEW YORK LIMITED LIABILITY COMPANY, AND THAT

SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY

OF ITS OPERATING AGREEMENT OR RESOLUTION OF ITS MEMBERS, AND HE/SHE ACKNOWLEDGED TO ME

THAT HE/SHE EXECUTED THE ***1011 EMPIRE AVENUE PLAT AMENDMENT***.

MY COMMISSION EXPIRES ____________ NOTARY PUBLIC ____________ RESIDING IN ____________

LEGAL DESCRIPTION:

LOT 1:
ALL OF LOT 4 AND THE SOUTHERLY 1/2 OF LOT 5, BLOCK 28, SNYDERS ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE.

LOT 2:
ALL OF LOT 6 AND THE NORTHERLY 1/2 OF LOT 5, BLOCK 28, SNYDERS ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE.

LEGEND:

——— — — ———	PROPERTY LINE
——— — — ———	ADJOINING PROPERTY LINE
——— — ———	CENTER LINE
— — — — — —	EASEMENT
—— —— ——	LOT LINE TO BE REMOVED
XXX	STREET ADDRESS ON EMPIRE AVE.
◉	5/8" REBAR & CAP LS5046908
●	1/2" REBAR NO CAP
⊡	STREET MONUMENT

NOTES:

1. MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR NEW CONSTRUCTION AS REQUIRED BY THE CHIEF BUILDING OFFICIAL AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL.

2. THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE XX-XX.

GRAPHIC SCALE
10 0 5 10
1 INCH = 10FEET

FERRARI

FERRARI SURVEYING, LLC
P.O.B. 683001 PARK CITY, UT
(435) 640-0412

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ________ DAY OF ________, 2017 A.D.
BY:____________ S.B.W.R.C.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ___ DAY OF _____, 2017
BY:____________ CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ______, 2017 A.D.
BY____________ PARK CITY ENGINEER

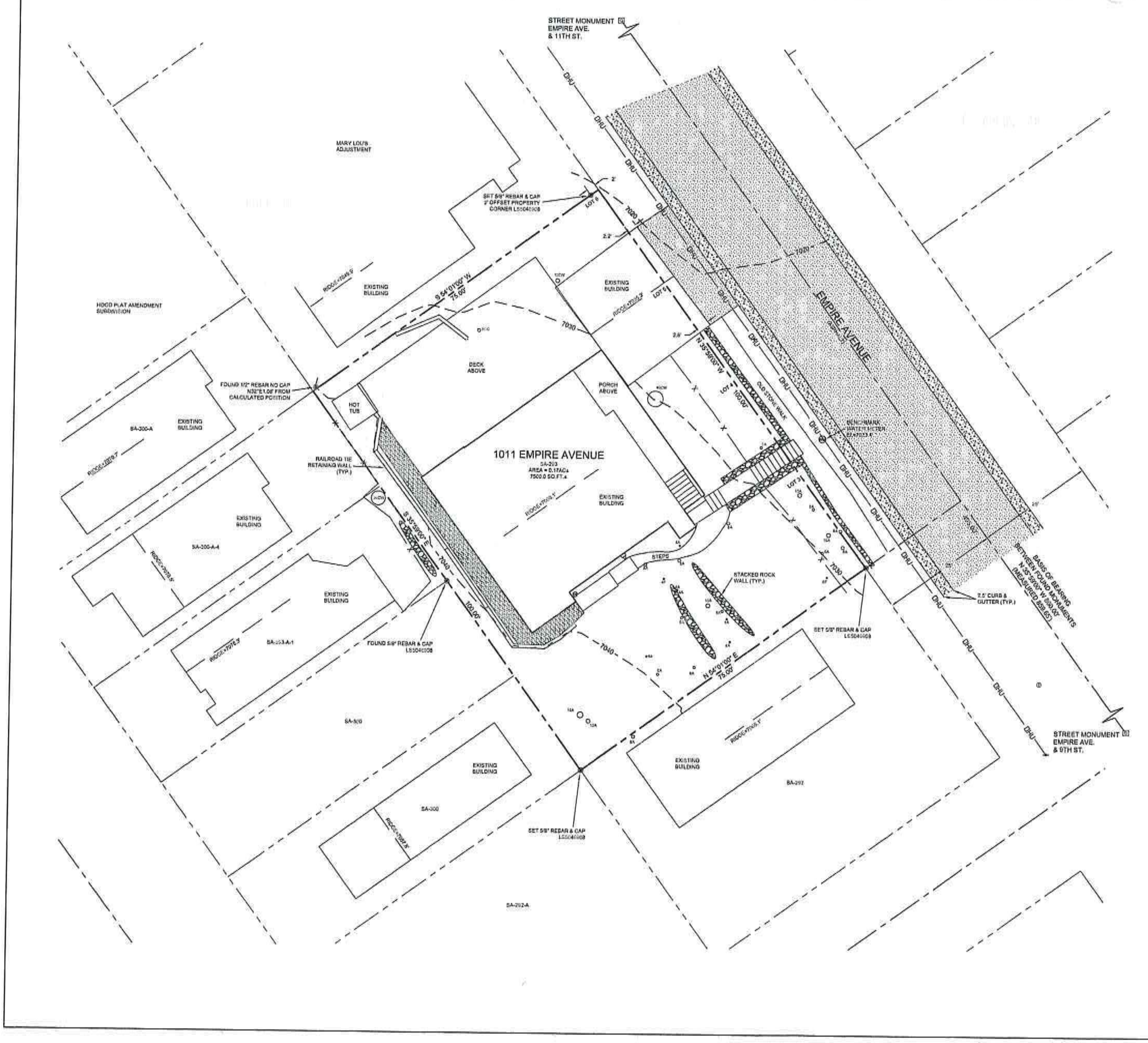
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____ DAY OF ______, 2017 A.D.
BY____________ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF PLAT AMENDMENT WAS APPROVED BY PARK CITY COUNCIL THIS __th DAY OF _____, 2017 A.D.
BY____________ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS __th DAY OF _____, 2017 A.D.
BY____________ MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF____________
DATE____TIME_____BOOK_____PAGE____
____ FEE ____ RECORDER

Exhibit B



RECORD OF SURVEY & TOPOGRAPHICAL MAP

1011 EMPIRE AVENUE
PARCEL SA-293, BLOCK 28 SNYDER'S ADDITION TO PARK CITY
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2S RANGE 4E
SALT LAKE BASE AND MERIDIAN

GRAPHIC SCALE
1 INCH = 10FEET

SURVEYOR'S STATEMENT

I GREGORY J. FERRARI OF PARK CITY, UTAH, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 5046908. THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME, OR UNDER MY DIRECTION, OF THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

GREGORY J. FERRARI LS 5046908 EXPIRES MARCH 31, 2019

LEGAL DESCRIPTION:

LOTS 3, 4, 5, AND 6, BLOCK 28, SNYDER'S ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE.

LEGEND:

CLIENT PROPERTY LINE
ADJOINING PROPERTY LINE
CENTERLINE
MAJOR CONTOUR (7030)
MINOR CONTOUR
FENCE (X)
LOT LINE
OVER HEAD UTILITY (DHU)

PROPERTY CORNER (AS NOTED)
FIRE HYDRANT
WATER MANHOLE
SEWER MANHOLE
GAS VALVE
SEWER CLEANOUT
POWER POLE
ELECTRIC METER
STREET MONUMENT

#A TREE TRUNK, DIAM., ASPEN
#CW TREE TRUNK, DIAM., COTTONWOOD
#F TREE TRUNK, DIAM., FIR
#CC TREE TRUNK, DIAM., CHOKE CHERRY

PROJECT INFORMATION:

CLIENT:	VAN SICKLE DESIGN PARK CITY, UT 84060
PROJECT ADDRESS:	1101 EMPIRE AVENUE PARK CITY, UT 84060
SERIAL NO:	SA-293
RECORD INFORMATION:	LOTS 3, 4, 5, & 6, BLOCK 28 SNYDER'S ADDITION TO PARK CITY

NOTES:

1. THE PURPOSE OF THIS SURVEY IS LOCATE THE BOUNDARIES OF THIS PROPERTY ON THE GROUND AND CREATE A TOPOGRAPHICAL MAP AT THE REQUEST OF BILL VAN SICKLE.
2. THE EVIDENCE OF BOUNDARY SHOWN HEREON IS TAKEN FROM RECORD INFORMATION COMPILED FROM SNYDER'S ADDITION TO PARK CITY SUBDIVISION.
3. NO INVESTIGATION CONCERNING ENVIRONMENTAL & SUBSURFACE CONDITIONS, OR THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
4. NO INVESTIGATION CONCERNING THE LOCATION OF OR EXISTENCE OF UTILITY SERVICE LINES TO THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
5. ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED PRIOR TO ANY DESIGN OR CONSTRUCTION.
6. DATE OF FIELD WORK APRIL 24, 2017.
7. VERTICAL DATUM IS ASSUMED.
8. BUILDING SETBACKS MUST BE CONFIRMED WITH THE COUNTY, HOMEOWNER'S ASSOCIATION, ARCHITECTURAL COMMITTEE, OR SIMILAR ADVISORY GROUP, IF ANY.
9. THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT.
10. BASIS OF BEARING SHOWN HEREON.

REV	DATE	REVISIONS	INITIAL

FERRARI SURVEYING, LLC
435-640-0412
P.O.BOX 683001
PARK CITY, UT 84068

REUSE OF DOCUMENTS
THIS DOCUMENT & THE IDEAS & DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF FERRARI SURVEYING & IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF FERRARI SURVEYING.

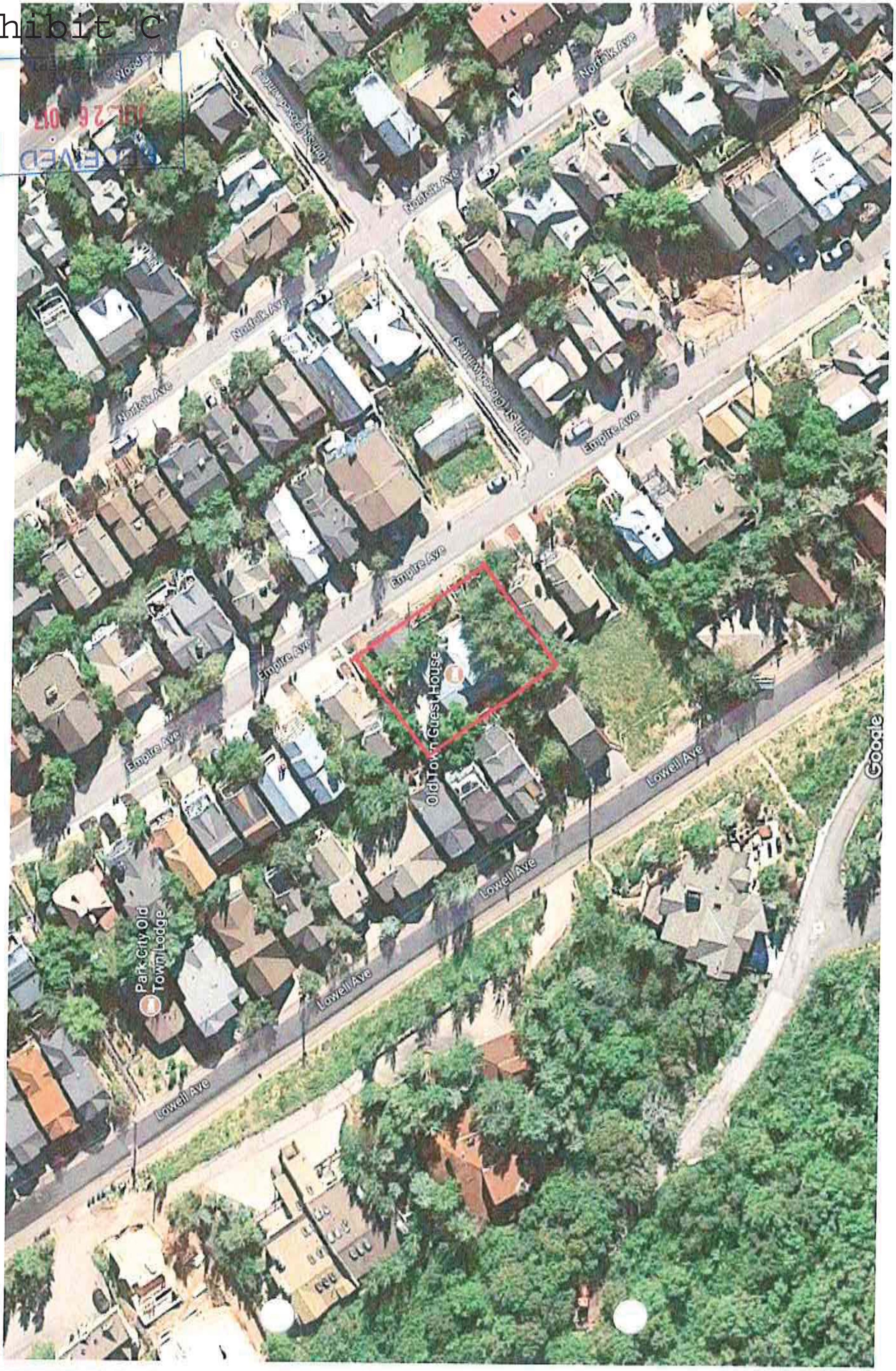
RECORD OF SURVEY AND TOPOGRAPHICAL MAP
BLOCK 28 SYNDER'S ADDITION TO PARK CITY
SA-293
VAN SICKLE DESIGN
1101 EMPIRE AVENUE
PARK CITY SUMMIT COUNTY UTAH

BAR IS ONE INCH ON ORIG. DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

RECEIVED
JUL 2 6 2017
PARK CITY PLANNING DEPT.

DATE: 4-26-17
SCALES: 1:10 HORIZONTAL
2'CONTOURS VERTICAL
SHEET 1 OF 1
PROJECT NO. 2017.40

Exhibit C


Norfolk Ave
Norfolk Ave
Norfolk Ave
Norfolk Ave
Empire Ave
Empire Ave
Empire Ave
Empire Ave
Empire Ave
Old Town Guest House
Lowell Ave
Lowell Ave
Lowell Ave
Lowell Ave
Park City Old Town Lodge
Google

Council Agenda Item Report

Meeting Date: August 1, 2019
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve the Special Event City Service Fee Reductions for the Following Events: Fourth of July Celebration - $44,580; Tour of Utah - $45,360; and Miners Day Celebration - $28,490
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Special Event Fee Reduction Staff Report

Exhibit A: Special Event Fee Reduction Background Policy and Link to Code

Exhibit B: Fourth of July Celebration Fee Reduction Application

Exhibit C: Tour of Utah Fee Reduction Application

Exhibit D: Park City Rotary Miners' Day Fee Reduction Application

Exhibit E: Special Event Fee Reduction FY20 Part 1 Analysis and Summary

City Council
Staff Report

Subject:	**Special Event Fee Reduction Approval FY 20 (Part 1)**
Author:	**Jenny Diersen, Special Event & Economic Development Program Manager**
Department:	**Special Events & Economic Development**
Date:	**August 1, 2019**
Type of Item:	**Administrative**

Summary Recommendation

Staff recommends City Council hold a public hearing, review, and approve the Special Event City Service Fee Reduction recommendations according to section 4A-2-9 of the Municipal Code for the following events:

- Fourth of July Celebration $44,580
- Tour of Utah $45,466
- Miners Day Celebration $28,490

Disclosure: the City is the applicant for the Fourth of July Celebration.

Background

There is an extensive background regarding Special Event Fee Reduction, as well as a link to the code and policy which can be found in Exhibit A.

Analysis

According to the Special Event Fee Reduction Policy and section 4A-2-9 of the Municipal code which was adopted by ordinance 2018-52, a staff Fee Reduction Committee scored the applications and their recommendations and staff analysis are incorporated into this report in Exhibit E. The staff committee makes recommendations based on:

1. Information provided in the Special Event Fee Reduction Applications, with specific consideration of questions in the Fee Reduction Policy including ties to Social Equity, Transportation and Sustainability initiatives as well as marketing and Economic benefits to the community;
2. Direction from City Council regarding next steps for Special Events including to hold events accountable for City services and further reduce Fee Reduction over the next 5 years.

For Part 1 of FY20, (refer to Exhibit E) the Special Event Department received 23 applications for Special Event City Service Fee Reduction requests totaling $259,377.90. After reviewing the submitted applications and the municipal code, staff recommends a total reduction of $157,057.65 including:

- Three events that are Council's Authority totaling $118,536 including: Fourth of July - $44,580, Tour of Utah - $45,466, Miners Day - $28,490, This is where Council should focus this evening.

- Council delegated the other 20 events under the City Manager's authority totaling $38,521.

All applicants have been made aware of the recommendations regardless of City Council or City Manager Authority.

- Any decisions made by the City Manager may be appealed with final decision given by the City Council.
- The municipal code allocates $200,000 annually for Special Event Fee Reductions, not including events with which the City holds a Special Service Agreement, including Triple Crown, Park Silly Sunday Market, Arts Festival and Sundance Film Festival.

The next round of Special Event Fee Reduction applications is due on October 1. Staff anticipates receiving 13 applications totaling $27,500. Based on past events, and tonight's recommendation, staff estimates overall Special Event Fee Reduction for FY 20 at $184,557.65, which is below the $200,000 annual threshold. Staff anticipates returning to Council later this fall/winter with recommend changes to the Fee Reduction Policy and municipal code, based on previous Council input, including to significantly reduce the amount of subsidies to events over the next 5 years.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends City Council hold a public hearing, review and approve Special Event City Service Fee Reduction recommendations for the following events:
   - Fourth of July Celebration $44,580
   - Tour of Utah $45,460
   - Miners Day Celebration $28,490

   Pros
   a. Works to meet City Council's goals for Fee Reduction process in reducing negative event impacts. Balances positive economic, community and cultural benefits, while ensuring public safety, security, and fiscal responsibility.
   b. Events create a sense of community and place in our community, and specifically relate to the City's Goals in the General Plan (goals 11 & 13).

   Cons
   a. Some community members may see these recommendations as not being strong enough to curb some of the negative impacts of events, including holding events accountable for City Service Costs.
2. **Modify Alternative:** City Council could modify the recommended Special Event City Service Fee Reduction for the Fourth of July Celebration, Miners Day Celebration, and Tour of Utah.

   Cons
   a. Any additional modifications may require additional coordination with staff and event applicants.
3. **Deny Alternative:** City Council could deny the recommended Special Event City Service Fee Reduction for the Fourth of July Celebration, Miners Day Celebration,

and/or Tour of Utah and find that they do not meet the criteria as outlined in section 4A-2-9 of the Municipal Code.

Cons

a. Any fees not reduced would likely have strong negative financial effects on the applicants. Some of the events may no longer host the events if funding requests are not approved.

Funding Source

Special Event Fee Reductions are covered through existing department budgets as part of the City's General Fund. Any funds that are not reduced will be invoiced to the applicant after the event and become revenue to the General Fund.

Attachments

A Special Event Fee Reduction Background, Policy & PCMC 4A-2-9
B Fourth of July Fee Reduction Application
C Tour of Utah Fee Reduction Application
D Miners Day Fee Reduction Application
E Special Event Fee Reduction Summary Analysis FY 20 Part 1

Exhibit A – Special Event Fee Reduction Background, Policy & Link to PCMC Code 4A-2-9

City Council Reports:

January 28, 2016	Special Events Department Code Changes – page 93 through 140 / Minutes – pages 9 though 10
March 24, 2016	Title 4, Chapter 8 Special Event Code Amendment – pages 67 through 101 / Minutes – page 7
May 5, 2016	Special Event Fee Reduction (July 1 through December 31) pages 152 through 170 / Minutes – page 9
September 22, 2016	Special Events Threshold Discussion / Minutes – pages 7-13
November 3, 2016	Special Events Advisory Committee, Event Prioritization & Fee Reduction Update / Minutes – pages 7 through 9
November 17, 2016	Special Events Advisory Committee Amendment / Minutes – Pages 7 & 8
March 9, 2017	Special Event Fee Reduction Update / Minutes page 4 & 5
March 30, 2017	Special Event Fee Reduction Amendment Adoption / Minutes page 8 & 9
June 8, 2017	Request for Approval for Special Event Fee Reduction Part 1 FY 18 / Minutes pages 9 – 11
October 24, 2017	Special Event Fee Reduction Update Part 2 FY 19 (pages 92 to 96)
June 7, 2018	Special Event Next Steps and Code Changes (pages 118 to 121) / Minutes (pages 6 to 9)
August 16, 2018	Special Event Fee Reduction Part 1 FY 19 / Minutes
September 27, 2018	Special Event Code and Policy Changes / Minutes (page 6 & 7)
November 15, 2018	Special Event Fee Reduction Part 2 FY 19 (page 73 to 77)/ Minutes (page 7)

Link to Special Events Fee Reduction Municipal Code 4A-2-9

Link to Special Events Fee Reduction Application & Policy

The City Council's stated goals for the Special Event Fee Reduction process are to:

- Balance positive economic and community outcomes of Special Events;
- Mitigate event impacts to the community – specifically City Councils critical priorities including environmental and transportation impacts, as well as residential impacts;
- Ensure Public Safety & Security; and
- Effectively and efficiently utilize City resources.

The City has long supported Special Event Fee Reductions to supplement City Service expenses for events in Park City. The Fee Reduction process has:

- Facilitated Special Events that bring economic and community benefit, mitigate impacts, ensure safety and security, and fiscal responsibility; and
- Created an expectation for many event applicants who are now reliant upon fee reductions to help budget for the City Service costs and their events generally.

Exhibit A – Special Event Fee Reduction Background, Policy & Link to PCMC Code 4A-2-9

<u>City Service Fee Reduction Committee</u>
A City Service Fee Reduction Committee was formed to make recommendations on Special Event and Building Department City Service requests as according to section 4A-2-9 of the Municipal Code and Fee Reduction Policy. This committee is constructed of the following seven (7) City Departments and staff representatives:

1. Budget – Todd Anderson
2. Recreation – Lauren Howerter
3. Sustainability – Celia Peterson
4. Community Development/Building
5. Public Safety (Police) – Captain Andrew Leatham
6. Public Utilities – Brenda Wilde
7. Public Works

*Jenny Diersen and Dave Thacker lead this committee, but do not score applications as part of the fee reduction committee and may have separate recommendations from the fee reduction committee.

The Problem & the Opportunity

- As the required level of service and mitigation for events continues to increase, the cost of City Services continue to rise. City Service Fee Reductions directly impact the City's budget through department staffing and ability to provide certain levels of service.
- Events have continued to become reliant on the City's fee reduction. While this impacts many departmental budgets, Public Safety and transit continue to be the department most effected by City Service Fee Reductions.
- The amount of City Service Fee Reduction approved directly influences an event applicant's ability to host events that bring positive community, cultural and economic benefits to the community – these are typically the justification for additional City support
- City Council's Special Event Fee Reduction provides a unique opportunity to incentivize change with regards to the community's critical priorities of transportation, energy and social equity, and is one of the only funding sources for events applicants that does not require out of area marketing requirements.

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT
FEE REDUCTION APPLICATION

PARK CITY 1884

Special Events
435.615.5150
specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; October 1st for events occurring January 1st through June 30th, and April 1st for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL SIGNED AND APPROVED BY THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: The City annually allocates up to two hundred thousand dollars ($200,000) to be used to reduce City Service fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars ($25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code and Fee Reduction Policy for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION		
Date of Fee Reduction Application	April 1, 2019	
Event Applicant Organization Name	Park City Municipal Corporation	
Event Name	Fourth of July Celebration	
Organization Contact (First, Last)	Jenny Diersen	
Title/Position Event Mgr.	**Phone** 4.640.5063	**Email** jenny.diersen@parkcity.org
Organization Street Address	PO Box 1480 / 445 Marsac Ave	
Organization Mailing Address	"	
Is organization a registered non-profit?	**Yes** ☒ **No** ☐	

SPECIAL EVENT FEE INFORMATION TO BE COMPLETED BY APPLICANT		
EVENT TITLE:	Park City Fourth of July Celebration	
EVENT DATE (S)	July 4, 2019 - Thursday	
Estimate of total fees requested to be waived, MUST BE COMPLETED BY THE APPLICANT: 1. Event Application Fee 2. Building Permit 3. Facility/Equipment Rental 4. Field/Park Rentals 5. Special Use of Parking ~~6. Bleacher Rental~~ 7. Trail Fees 8. Public Safety Personal	**1. $** 640 **2. $** 1528.40 **3. $** 3000 **4. $** 150 **5. $** 2500 **6. $** NA **7. $** NA **8. $** ~~35000~~ 35,310 **TOTAL: $** 44,500	**Total fees which could be Reduced:** $44,500 **Total Fees Requesting to be Reduced: % or $ amount** $44,500 **Total Fees reduced in previous year if annual event:** 100% **Total City Service Fees paid to the City in previous year if annual event:** 0%

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EVENT LEVEL Circle One 1 2 3 4 (5)	*Refer to the Special Event Fee Reduction Policy for more information*	
☒ Local/Community Cultural	☐ Local/Community Recreational	
☐ Regional Recreational	☐ National/International	☒ Regional Cultural

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA All questions must be answered in order to be considered. If questions are not applicable, please indicate as so. Please limit responses to each of the following criteria to no more than 500 words.	
1. On a separate page, please indicate your reasons for choosing Park City as the location for your event.	
2. Will a fee be charged for attendance or participation?	Yes ☐ No ☒ – parade float enterance
3. On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' or attendees inability to pay such fees.	
4. Does the event provide free programs to the community, or raise funds for organizations that provide free or low-cost programs local youth,, seniors or other underserved populations?	Yes ☒ No ☐
5. On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programsfor local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit, and include projections and/or statistics and data.	
6. On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.	
7. Does the event provide community and/or economic opportunity during the off season? Please explain on a separate page.	
8. Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.	
9. If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on services provided to the public.	

Please see answers on separate page.

APPLICANT AND SPONSORING BUDGET INFORMATION

The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	$
Administrative	$
Program Staff	$
Other (Specify)	$
Total Salaries/Fees	$

B. Facility/ Space Rental Fees (non-city)
$

C. Remaining Costs (itemize)

Equipment Rental (non-city)	$
Marketing	$
Travel	$
Insurance (non-city)	$
Misc. fees (please specify)	$
Other (please specify)	$
Total Event Costs	$

D. Total Special Events Fees
$

Attach additional pages as needed to illustrate details of expenses listed above.

TOTAL Program Operating Expenses (A+B+C+D)
$

Program or Event Income

E. Registration and/or Participation Income
$

participants x	$ reg. or part. fees

F. Donations or Sponsorships

Corporate/ Business Rocky Mtn. Power	$ 3,000
Foundations/ Grants	$ 2,000
Clubs/Organizations	$
Memberships	$
Individual Donors	$
Other (please specify) Grant (Rest. Tax)	$ 22,500
Total Donation/Sponsorship Total	$ 5,000

G. Other income (please specify)
$

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G)
$

* Please note Restaurant Tax Grants have not been announced, but the amount included was applied for.

AGREEMENT AND SIGNATURE

I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.

Name (printed)	Jenny Diersen	
Signature *(if electronic signature is available)*:		**Date:** 4/1/2019

TO BE COMPLETED BY APPLICANT

City Service Fees

- Application Fee 640
- Building Permit 1520.40
- Facility/Equipment Rental 3000
- Field/ Park Rental 750
- Special Use of Parking Permit 2,500
- Bleacher Rental X
- Trail Fees X
- Public Safety Personnel 35,310

Total of fees that can be waived 44,500

Amount requesting to be waived 44,500

TO BE COMPLETED BY THE CITY

Total Amount or % of Fees Waived

$ or % ______________

____
Approved By:

____
Date

Notes or Clarifications

FOR MUNICIPAL USE ONLY
Date, Application received
Date, Application approved
Date, Applicant notified

Fourth of July Celebration Fee Reduction Criteria Answers

The Park City Fourth of July Celebration is an important cultural and ancillary economic event among the Park City event calendar. During the past two years, significant changes have been made to the event, and the City is now the event applicant.

1. The Park City area has served as the location for the Fourth of July event for years. It is uniqueness of the activities and daylong event that make this national holiday unique to Park City. From the start of the day with the Cole Sport 5K that raises funds for the Park City Ski team (led by local Olympians), to the Parade that features over 60 floats from local companies and organizations, City Park Activities that serve as a fundraiser for community grants to the Fireworks Celebration on Park City Mountain – the event is filled with activities that celebrate and support our community.

2. A fee is not charged for participation to attend the event. Fees are charged for parade participants. These fees are as follows:

- For Profit Business $200 / late application $400
- Non Profit Business $100 / late application $200
- Community Member or Neighborhood $50 / late application $100

  *Community Member or Neighborhood cannot represent a business or nonprofit organization.

This is the first year that the City will receive these funds. This is the first year that the City will receive these funds, before this year, the funds have gone to the Chamber. The minimal amount of funds received for parade applications, will help to offset the many costs of this event.

There is an affordable optional breakfast and lunch option for purchase as well. All fees received from those who provide lunch go back to those organizations/companies.

Finally, for the first time, Activity providers will be paying a small fee to help offset the cost of restrooms, recycling and trash collection – which are hired services. The City will continue to pay for more than 60% of these hard costs.

3. Summary of fees for the event is included above in question number two. These fees are optional, and the event itself is free and open to the public.

4. The Fourth of July Celebration and the many activities provided at the event allow several local organizations to provide free programs to the community, and raise funds for organizations that provide low cost programs to local youth, seniors and other underserved populations.

Pancake Breakfast at City Park	Raises funds for local LDS church and Boy scouts.
Kids Games	Raises funds for local Boy scout Troop and youth programs.
Cole Sport 5K	Raises funds/scholarships for the Park City Ski Team

5. Please refer to question 4 above.

6. While the Fourth of July event is an important cultural event, the size of the event also drives positive tax benefits through Park City Lodging, Park City Restaurants and retail. Over the course of the past two years, the City has worked to streamline the activities to make the Fourth of July Celebration, and the weekend leading up to the event, more appealing to those traveling from outside of the area. As the holiday continues to separate from the weekend, the City is working to promote a week full of events to increase overnight stays and spending in the Park City area. As stated above, the event also raises funds for local organizations.

7. The event is not held during the off season. Though the event is not held during the off season, the event was originally created to help drive economic incentive in July. More than 10 years ago when

the event began, the event was organized as a way to attract regional visitors. As the Park City Event calendar has grown, and as the town and surrounding community has grown, so has this event. The event is now the peak of the busy summer event season, and the Special Event Team and City have tried to work to ensure that this event remains a reflection of our unique and authentic community.

8. The Fourth of July will mitigate environmental, transportation and residential impacts. This includes the following:

- Bike Valets
- Bus lane on 248 to expedite transit.
- Increased transit to supplement routes
- Recycling offered at the event.
- Encourage Activity Providers to use biodegradable/recyclable serving materials and no more micro trash.
- Extensive program to encourage locals to bus, bike and walk to the event – before they get into their cars.
- We have secured auxiliary parking at Park City Mountain Base, Canyons Cabriolet, Deer Valley and Park City High School to help keep cars and traffic out of the old town core.
- This year we will be charging for Parking in China Bridge at a flat rate of $20 per car. This is also to discourage people from driving single occupant cars to the event. When people do drive to China Bridge, we want them to pack their cars and carpool. We believe charging for parking will disincentivize people from driving in single occupant cars – and we believe we have provided multiple free parking and transportation options to the event.
- We are in development of a residential impact mitigation program. We are still working through this program, but will likely hire private security at priority intersections in Old Town to work in coordination with Police Department for access control to Old Town. This specifically is how we are working to test how we can better reduce neighborhood traffic in the Old Town area and on side streets.

9. This is a Park City Municipal Event. If such fees for the event are not waived, they City would likely have to pass more of the fees off to Activity Providers and partners of the event, which would significantly reduce the community fundraising of the event.

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT
FEE REDUCTION APPLICATION

PARK CITY 1884

Special Events
435.615.5150
specialevents@parkcity.org

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FEE REDUCTIONS ARE NOT VALID UNTIL SIGNED AND APPROVED BY THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: The City annually allocates up to two hundred thousand dollars ($200,000) to be used to reduce City Service fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars ($25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code and Fee Reduction Policy for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION	
Date of Fee Reduction Application	3.28.19
Event Applicant Organization Name	TOUR OF UTAH 2019 LOC
Event Name	TOUR OF UTAH 2019
Organization Contact (First, Last)	BOB KOLLAR
Title/Position VP, SPECIAL EVENTS	**Phone** 435 658.9608 **Email** bdo@visitparkcity.com
Organization Street Address	1850 SIDEWINDER DR #320, PC, UT 84060
Organization Mailing Address	SAME
Is organization a registered non-profit?	**Yes** ☒ **No** ☐

SPECIAL EVENT FEE INFORMATION TO BE COMPLETED BY APPLICANT		
EVENT TITLE:	TOUR OF UTAH 2019 - STAGE 6	
EVENT DATE (S)	AUGUST 18, 2019	
Estimate of total fees requested to be waived, MUST BE COMPLETED BY THE APPLICANT: 1. Event Application Fee 2. Building Permit 3. Facility/Equipment Rental 4. Field/Park Rentals 5. Special Use of Parking 6. Bleacher Rental 7. Trail Fees 8. Public Safety Personal	1. $ 640 2. $ 1200 3. $ 3500 4. $ 5. $ 11,000 6. $ 7. $ 8. $ 52,000 **TOTAL: $** 68,340	**Total fees which could be Reduced:** $68,340 **Total Fees Requesting to be Reduced: % or $ amount** $68,340 **Total Fees reduced in previous year if annual event:** $45,000 **Total City Service Fees paid to the City in previous year if annual event:** $22,500

EVENT LEVEL Circle One 1 2 3	*Refer to the Special Event Fee Reduction Policy for more information*	
☐ Local/Community Cultural	☐ Local/Community Recreational	
☐ Regional Recreational	☒ National/International	☐ Regional Cultural

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA **All questions must be answered in order to be considered. If questions are not applicable, please indicate as so. Please limit responses to each of the following criteria to no more than 500 words.**	
1. On a separate page, please indicate your reasons for choosing Park City as the location for your event.	
2. Will a fee be charged for attendance or participation?	**Yes ☐ No ☒**
3. On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' or attendees inability to pay such fees.	
4. Does the event provide free programs to the community, or raise funds for organizations that provide free or low-cost programs local youth,, seniors or other underserved populations?	**Yes ☒ No ☐**
5. On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programsfor local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit, and include projections and/or statistics and data.	
6. On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.	
7. Does the event provide community and/or economic opportunity during the off season? Please explain on a separate page.	
8. Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.	
9. If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on services provided to the public.	

APPLICANT AND SPONSORING BUDGET INFORMATION

The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	$ 0
Administrative	$ 0
Program Staff	$ 0
Other (Specify)	$ 0
Total Salaries/Fees	$ 0

B. Facility/ Space Rental Fees (non-city)
$ ________

C. Remaining Costs (itemize)

Equipment Rental (non-city) TOILETS, FFE	$ 15,000
Marketing	$ 40,000
Travel	$ 0
Insurance (non-city)	$ 5000
Misc. fees (please specify) TRASH, RECYCLING, SECURITY, PARKING, ELEC DIST.	$ 40,000
Other (please specify) AWARDS, FLOWERS, F&B, VOLUNTEERS	$ 3000
Total Event Costs	$ 103,000

D. Total Special Events Fees
$ 103,000

Attach additional pages as needed to illustrate details of expenses listed above.

TOTAL Program Operating Expenses (A+B+C+D)
$ 103,000

Program or Event Income

E. Registration and/or Participation Income
$ 0

______ participants x	$ 0 reg. or part. fees

F. Donations or Sponsorships

Corporate/ Business	$ 0
Foundations/ Grants	$ 0
Clubs/Organizations	$ 0
Memberships	$ 0
Individual Donors	$ 0
Other (please specify)	$ 0
Total Donation/Sponsorship Total	$ 0

G. Other income (please specify)
$ 0

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G)
$ 0

AGREEMENT AND SIGNATURE

I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.

Name (printed)	BOB KOLLAR
Signature *(if electronic signature is available)*:	Date: 4.1.19

TO BE COMPLETED BY APPLICANT	TO BE COMPLETED BY THE CITY
City Service Fees	**Total Amount or % of Fees Waived**
• Application Fee ________	
• Building Permit ________	$ or % ____________
• Facility/Equipment Rental ________	
• Field/ Park Rental ________	
• Special Use of Parking Permit ________	____________________
	Approved By:
• Bleacher Rental ________	
• Trail Fees ________	____________________
	Date
• Public Safety Personnel ________	Notes or Clarifications
Total of fees that can be waived ________	
Amount requesting to be waived ________	

FOR MUNICIPAL USE ONLY
Date, Application received
Date, Application approved
Date, Applicant notified

FEE REDUCTION APPLICATION FOR 2019 TOUR OF UTAH

1. Park City was awarded the right to host Stage 6 of the 2019 Tour of Utah for a number of reasons: its rich tradition of hosting major, international events including the final stage of the Tour of Utah for six of the past seven years; its experienced and professional special event staff who help organize such a complex event in such a unique (but challenging) setting; and its welcoming community which has embraced and supported not only the race itself but also the professional cyclists who compete in it every year.
2. All elements of the event including the professional race, the Lifestyle Expo, and the "Kids Sprint to the Finish" are free to spectators. The "Kids Sprint to the Finish" allows local children to race up Main Street across the same finish line as the professional cyclists, and, as previously mentioned, it is free for participants and spectators.
3. There are no registration and/or participation fees for the Tour of Utah, the Lifestyle Expo, or the "Kids Sprint to the Finish."
4. Yes, the event provides free programs for the community. See answer to question #5 for details.
5. As mentioned above, there is a free "Kids Sprint to the Finish." For those kids without their own bikes, Park City-based Young Riders helps provide "loaner" bikes so that the race feels inclusive to all members of the Park City community. Another community-based program offered by Tour of Utah is the free distribution of hundreds of Super Fan's Guide to the Tour of Utah booklets to the Park City School District. In addition to the free distribution of these booklets, Tour of Utah works with local teachers (kindergarten to third grad) to develop lesson plans based on the content of the booklet. Lastly, the Local Organizing Committee works with local artists to create a chalk art project on Main Street literally creating art with chalk on the asphalt of Main Street after the start but before the finish of the race. This pop-up and temporary art "installation" is created by artists with the help of all spectators and community members who are willing to add some color to the street. Participation in the chalk art project is free of charge to all. An additional community-based arts and culture element of the event is the commissioning of a local artist to create for the winning cyclist a work of art that will reflect Park City's culture and community and will serve as a "gift" from Park City to the winning cyclist, as is the custom at most international cycling races. This "gift" will be presented to the winning cyclist during the post-race Awards Ceremony.
6. Park City's Historic Main Street has served as an iconic backdrop for the final stage of "America's Toughest Stage Race" for six of the past seven years showcasing the Historic District to an international television audience as well as to thousands of spectators on the street. According to intercept surveys conducted by Tour of Utah at each Stage, estimated on-site attendance at the 2018 Championship Stage on Park City's Historic Main Street was approximately 20,000 spectators slightly more than half of which were from outside Utah (and 2% of which were from outside the United States). The majority of these spectators arrive on Main Street just prior to the lunch hour for a mid-day start of the professional race and stay on Main Street eating, drinking, shopping, and waiting for the cyclists to come racing back up Main Street for the big finish right around the dinner hour. With 2019 crowds anticipated to be similar in size and character to those in 2018, the amount of economic impact in 2019 could be estimated as follows: According to the latest Summer Research Survey data, day visitors spend approximately $16 per person per day on restaurant purchases and $33 per person per day on retail purchases. Overnight visitors spend approximately $37 per person per day on restaurant purchases and approximately $39 per person per day on retail purchases. With approximately 10,000 day visitors and 10,000 overnight visitors spectating at the Championship Stage, the economic impact is calculated as follows: ($16 daily restaurant spend x 10,000 day spectators) + ($33 daily retail spend x 10,000 day spectators) + ($37 daily restaurant spend x 10,000 overnight spectators)+ ($39 daily retail spend x 10,000 overnight spectators) = ($160,000) + ($330,000) + ($370,000) + ($390,000) = $1,250,000 in economic impact from restaurant and retail sales attributable to the Championship Stage of the 2019 Tour of Utah. In addition, the Tour of Utah Marketing Team rents out

restaurants and commercial space to serve as VIP Hospitality Areas for some of its top sponsors thus generating additional economic impact.

7. Although the Tour of Utah has limited presence during the winter season, it does provide some opportunities in the Spring and early Summer with its Summer of Cycling program created to offer training rides for cyclists interested in riding in the Ultimate Challenge (an amateur ride on Saturday on the same course on which the professional cyclists' race).
8. Efforts are made to reduce all impacts to the community with an emphasis on environmental, transportation, and residential. On the environmental front, a Green Team is created by the Local Organizing Committee and is responsible for recycling efforts throughout the day of the race. Transportation and parking impacts are mitigated by encouraging use of the free transit system, carpooling, and riding of bikes (with a free bike valet on site). These efforts are communicated to the community through local radio and newspaper ads and interviews. Additional outreach efforts are made to local residents to alert them to temporary changes in traffic patterns and/or road closures.

PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT
FEE REDUCTION APPLICATION

Special Events
435.615.5150
specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; October 1st for events occurring January 1st through June 30th, and April 1st for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL SIGNED AND APPROVED BY THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: The City annually allocates up to two hundred thousand dollars ($200,000) to be used to reduce City Service fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars ($25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code and Fee Reduction Policy for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION	
Date of Fee Reduction Application	3-25-19
Event Applicant Organization Name	Park City Rotary
Event Name	Miners Day
Organization Contact (First, Last)	Canice Harte
Title/Position	**Phone** 435-647-6151 **Email** ch@caniceharte.com
Organization Street Address	2100 Sidewinder (Grub Steak)
Organization Mailing Address	P.O. Box 1115, Park City UT 84060
Is organization a registered non-profit?	**Yes** ☑ **No** ☐

SPECIAL EVENT FEE INFORMATION TO BE COMPLETED BY APPLICANT		
EVENT TITLE:	Miners Day	
EVENT DATE (S)	Sep 2, 2019	
Estimate of total fees requested to be waived, MUST BE COMPLETED BY THE APPLICANT: 1. Event Application Fee 2. Building Permit 3. Facility/Equipment Rental 4. Field/Park Rentals 5. Special Use of Parking 6. Bleacher Rental 7. Trail Fees 8. Public Safety Personal	**1. $** 160 **2. $** **3. $** **4. $** **5. $** **6. $** 300 **7. $** **8. $** 24,000 **TOTAL: $** 24,460	**Total fees which could be Reduced:** **Total Fees Requesting to be Reduced: % or $ amount** **Total Fees reduced in previous year if annual event:** **Total City Service Fees paid to the City in previous year if annual event:**

EVENT LEVEL Circle One 1 2 3	*Refer to the Special Event Fee Reduction Policy for more information*	
☒ Local/Community Cultural	☐ Local/Community Recreational	
☐ Regional Recreational	☐ National/International	☐ Regional Cultural

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA **All questions must be answered in order to be considered. If questions are not applicable, please indicate as so. Please limit responses to each of the following criteria to no more than 500 words.**	
1. On a separate page, please indicate your reasons for choosing Park City as the location for your event.	
2. Will a fee be charged for attendance or participation? Free to Public accept 5K	**Yes ☑ No ☐** Mucking & Drilling & Parade
3. On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' or attendees inability to pay such fees.	
4. Does the event provide free programs to the community, or raise funds for organizations that provide free or low-cost programs local youth,, seniors or other underserved populations?	**Yes ☑ No ☐**
5. On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programsfor local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit, and include projections and/or statistics and data.	
6. On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.	
7. Does the event provide community and/or economic opportunity during the off season? Please explain on a separate page.	
8. Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.	
9. If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on services provided to the public.	

APPLICANT AND SPONSORING BUDGET INFORMATION

The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	$_________
Administrative	$_________
Program Staff	$_________
Other (Specify)	$_________
Total Salaries/Fees	$_________

B. Facility/ Space Rental Fees (non-city)
$_________

C. Remaining Costs (itemize)

Equipment Rental (non-city)	$______
Marketing	$______
Travel	$______
Insurance (non-city)	$______
Misc. fees (please specify)	$______
Other (please specify)	$______
Total Event Costs	$______

D. Total Special Events Fees
$__________

Attach additional pages as needed to illustrate details of expenses listed above.

TOTAL Program Operating Expenses (A+B+C+D)
$________

Program or Event Income

E. Registration and/or Participation Income
$_________

______ participants x	$________ reg. or part. fees

F. Donations or Sponsorships

Corporate/ Business	$______
Foundations/ Grants	$______
Clubs/Organizations	$______
Memberships	$______
Individual Donors	$______
Other (please specify)	$______
Total Donation/Sponsorship Total	$______

G. Other income (please specify)
$_________

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G)
$________

AGREEMENT AND SIGNATURE

I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.

Name (printed)	Canice Harte
Signature *(if electronic signature is available)*:	**Date:** 3-26-14

Canice Harte

TO BE COMPLETED BY APPLICANT		TO BE COMPLETED BY THE CITY
City Service Fees		**Total Amount or % of Fees Waived**
• Application Fee	160	
• Building Permit		$ or %
• Facility/Equipment Rental		
• Field/ Park Rental		
• Special Use of Parking Permit		
• Bleacher Rental	300	Approved By:
• Trail Fees		
• Public Safety Personnel	24,000	Date
Total of fees that can be waived	24,460	Notes or Clarifications
Amount requesting to be waived	24,460	

FOR MUNICIPAL USE ONLY
Date, Application received
Date, Application approved
Date, Applicant notified

On a separate page, please indicate your reasons for choosing Park City as the location for your event.

Miners' Day is a community event honoring the community's mining heritage. 2019 will be the 122nd Miners' Day Festival. This is not a Rotary event; it is a City event that the Rotary Club volunteers to coordinate.

On a separate page, please include a summary of all registration and/or participation fees and policy regarding participants' or attendees' inability to pay such fees.

Refer to attached event budget. Total budgeted fees for parade, 5K and Mucking & Drilling event are less than $5,000. Registration fee waivers considered for any individuals wishing to participate who are unable to pay fees.

On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programs for local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit and include projections and/or statistics and data.

ALL of the proceeds from the Miners' Day Festival are donated to non-profit organizations. Some of the Rotary Club 2018 grant recipients were: Alf Engen Ski Museum, Big Brothers/Big Sisters, Girl Scouts of Utah, Park City Interact Club, Habitat for Humanity, Hope Alliance, Kimball Art Center, Mountain Town Music, Park City Library, Park City School District Childcare Center, Peace House, People's Health Clinic, YMCA of Northern Utah and several others.

On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.

As stated above, ALL of the proceeds from the Miners' Day Festival are donated to non-profit organizations. In 2018, this event raised approximately $47,000 for nonprofit organizations. In addition Miners' Day attendance has been estimated between 15 – 17,000. This event brings people from throughout the area into the Old Town area to support local restaurants and businesses.

Does the event provide community and/or economic opportunity during the off season?
Miners' Day is held on Labor Day. It is believed that attendees are primarily local as visitor volumes for that date are lower than earlier in the summer prior to the start of schools.

Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.

Residential impacts are limited to the day of the event. Activities are concentrated in Old Town and City Park. Attendees are encouraged through social media, radio and web messaging to utilize public transportation and park in approved remote sites (e.g., High School). Silly Market provides recycling containers. No Styrofoam is used for food service. In 2018, we initiated a free bicycle valet service, provided by the Park City Interact Club. We will offer this service again in 2019 and relocate it to an unutilized corner of the Mawhinny Lot for increased visibility.

If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on the services provided to the public.

After 122 years of the Miners' Day Parade and Festival, the Park City public as well as others, have come to anticipate and expect this valuable tradition to continue. Our many Club volunteers work very hard to make sure this expectation is met. Imposing fees for such a well-intentioned community event would have a detrimental impact on not only the delivery of the event, but the mission the Festival strives to meet on behalf of the Park City community.

AQBAPABYFAS

	2019 Miners' Day Preliminary Budget
Ordinary Income/Expense	
Income	
Fundraising Projects	
Miner's Day Income	
5K Income	3500.00
Contributions & Donations	18000.00
District Grant	0.00
Food & Drink Sales	14000.00
Mucking & Drilling Entry Fees	180.00
Parade Entry Fees	1000.00
Running of the Balls	27000.00
T-Shirts	0.00
Vendors	1200.00
Miner's Day Income - Other	0.00
Total Miner's Day Income	64,880.00
Total Fundraising Projects	64,880.00
Total Income	64,880.00
Gross Profit	64,880.00
Expense	
Fundraising Expenses	
Miner's Day Expense	
5K Expenses (inc Race Awards)	1000
Advertising	2500
Credit Card Fees	300
Food & Drink Costs	6000
Licenses & Fees	1125
Mucking & Drilling Costs	200
Mucking & Drilling Prizes	3000
Other	300
Parade Prizes	0
Running of the Balls Donations	0
Running of the Balls Expenses	500
Supplies	1000
Support (Contract Services)	3,833.71
T-Shirt Costs	0
Miner's Day Expense - Other	0.00
Total Miner's Day Expense	19,758.71
Total Fundraising Expenses	19,758.71
Total Expense	19,758.71
Net Ordinary Income	45,121.29
Net Income	**45,121.29**

Recommendations for Events July 1 through December 31, 2019 (Part 1 - First Half of FY 20)

There are two (2) application periods for events Special Event City Service Fee Reduction. For the first application period for FY 20, staff received twenty-three (23) applications for events July 1 through December 31, 2019, with fees totaling $259,377.90.

Approval Authority	Event Name	Applicant	Fee Estimate	Applicant Request	Recommended %	Recommended $
City Council	Fourth of July	PCMC	$44,580.00	$44,580.00	100%	$44,580.00
City Council	Tour of Utah	Medalist Spots	$67,860.00	$67,860.00	67%	$45,466.00
City Council	Miners Day	Park City Rotary Club	$28,490.00	$28,490.00	100%	$28,490.00
City Manager	Extreme Cup Soccer Tournament	Sundance Institute	$8,235.00	$8,235.00	25%	$2,058.00
City Manager	Autumn Aloft	HPCA	$8,411.00	$4,205.50	50%	$4,205.50
City Manager	Electric Light Parade	HPCA	$1,460.00	$730.00	50%	$730.00
City Manager	Halloween on Main	HPCA	$13,880.00	$13,880.00	100%	$13,880.00
City Manager	NAC Summit Challenge	National Ability Center	$2,922.50	$2,922.50	50%	$1,461.25
City Manager	Deer Valley Music Festival	Deer Valley on Behalf of Utah Symphony and Opera	$34,800.00	$34,800.00	0%	$0.00
City Manager	Deer Valley Summer Series	Deer Valley	$19,800.00	$19,800.00	0%	$0.00
City Manager	Sundance Summer Series	Sundance Institute	$1,500.00	$1,500.00	100%	$1,500.00
City Manager	Back Alley Bash	KPCW	$170.00	$170.00	50%	$85.00
City Manager	Wednesday Night Concert Series	Mountain Town Music	$5,960.00	$5,960.00	100%	$5,960.00
City Manager	Park City Baseball Invitational	Park City Baseball	$6,675.00	$5,006.25	25%	$1,251.50
City Manager	Park City Wine Festival	Team Player Productions	$80.00	$80.00	0	$0.00
City Manager	Drive In Movie	Park City Film Series	$528.40	$262.20	25%	$132.40
City Manager	Walk a Mile In Her Shoes	Peace House	$130.00	$130.00	100%	$130.00
City Manager	Pioneer Day BBQ	Church of Jesus Christ of Latter Day Saints - Park City Utah Stake	$280.00	$280.00	100%	$280.00
City Manager	Shot Ski	Sunrise Rotary	$13,336.00	$13,336.00	50%	$6,668.00
City Manager	USC Rally	USC Utah Alumni Club	$100.00	$100.00	0%	$0.00
City Manager	Skate Events	PCMC	$40.00	$40.00	100%	$40.00
City Manager	Summer in the City Volleyball Tournament	PCMC	$100.00	$100.00	100%	$100.00
City Manager	Menorah Lighting	Chabbat of Park City	$40.00	$40.00	100%	$40.00
TOTAL	**23 Events**		$259,377.90	$252,507.45		$157,057.65

The staff committee scored the applications based on the seven Special Event Fee Reduction Criteria and Park City Municipal Code section 4A-2-9 and recommends a total reduction of $157,057.65, including 3 events that are Council's Authority totaling $118,536 including: Fourth of July - $44,580, Miners Day - $28,490, Tour of Utah - $45,466. Council delegated the other 20 events under the City Manager's authority totaling $38,521.

For the second application period for FY 20, staff anticipates receiving thirteen (13) applications for events January 1 through June 30, 2020 totaling $27,500. Total estimated fee reduction for FY 20 (entire year) is currently estimated at $184,557.65, which is currently below the annual $200,000 threshold.

Fourth of July Recommendation Summary

Staff recommends a reduction of $44,580 in City Service Fees for Fourth of July Celebration. The City has taken on this event for the last 5 years and has helped streamline the event to create efficiencies in programming, as well as costs over the last 3 years. City Services were reduced by more than $15K in 2018 as compared to 2017 due to bringing event organizers together, new parking and transit programs and increasing efficiencies with regards to transportation planning, public safety and more. Staff also received a $12,500 grant from Summit County Restaurant Tax to help pay for the Event Organizer and a $3,000 sponsorship from Rocky Mountain Power to help pay for activities at the Park. Staff recommends a 100% reduction in services based findings for the 7 criteria as outlined in the Fee Reduction Policy and section 4A-2-9, including that:

Per Criteria 1. The event is uniquely representative of Park City's culture and community including that the event is locally and culturally significant to Park City,

Per Criteria 2. The event provides free/low cost programs to the community including a parade with 60 floats that are representative of the community, 5K Fun Run, Kids Games, Music and Sports Entertainment (Volleyball and Rugby) for the community to watch and participate in. The City also partners with Park City Resort to put on an evening display of fireworks and additional family fun on the Mountain.

Per Criteria 3. The event partners with local non-profit community groups to raise funds to provide low cost programs benefiting the community, local youth, and under-served constituents. The programs are aligned with City Council's critical goals. Community Partners that benefit from this day include the Boy Scouts (2 different Park City groups), Park City Recreation and Park City Ski Team.

Per Criteria 4. City receives positive tax benefits from the event, however, per Criteria 5, the event is not held in the off season.

Per Criteria 6. Per The event has demonstrated extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts by increasing transit, providing alternative travel modes, increasing recycling efforts at the event, instituting a bike valet etc...

Per Criteria 7. If fees for this event are not waived, staff would need time to identify other funding mechanisms to cover such costs, or increased costs would be passes along to Activity Providers.

Exhibit E – Special Event Fee Reduction Part 1 - FY 20 Analysis

Tour of Utah Recommendation Summary

The applicant is requesting a full waiver of all City Service Fee estimated at $67,860. Staff recommends a reduction of $45,466 in City Services for Tour of Utah. The Tour of Utah is a partnership between the City and Park City Chamber and is an important sporting event that highlights Park City as well as our cycling community and is important to the State of Utah. Staff recommends a reduction of $45,466 in City Services based findings of the 7 criteria as outlined in the Fee Reduction Policy and section 4A-2-9, including that:

Per Criteria 1. The event is uniquely representative of Park City's culture and community including that the event is significant to Park City as well as the State of Utah.

Per Criteria 2. The event provides free programs to the community including bringing some of the top cycling athletes on the national circuit to Park City for the community to watch and cheer on. During the daylong event, there are many free interactive activities for attendees to participate in.

Per Criteria 4. City receives positive tax benefits from the event, as it is important to the City and State with regards to tourism. however, per Criteria 5, the event is not held in the off season.

Per Criteria 6. Per The event has demonstrated extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts by increasing transit, providing alternative travel modes to the event, increasing recycling efforts at the event, instituting a bike valet etc.

Per Criteria 7. If fees for this event are not waived, it is likely that the Park City Chamber would take on additional costs, or increased costs would be passes along to the Tour of Utah.

If the $45,466 in Fee Reduction is approved, it is estimated that the Chamber will be invoiced an estimated $22,500 to help cover City Services including Public Safety as well as other city services for the event. The Chamber takes on an additional estimated $75,000 in hard costs such as advertising etc. for this event.

Miners Day Recommendation Summary

Miners Day is Park City's longest standing event and has been running for more than 120 years and is organized by the Park City Rotary Club as a fundraiser for local non-profit organizations. Staff recommends a 100% reduction totaling $28,490 in services based findings for the 7 criteria as outlined in the Fee Reduction Policy and section 4A-2-9, including that:

Per Criteria 1. The event is uniquely representative of Park City's culture and community including that the event is locally and culturally significant to Park City.

Per Criteria 2. The event provides free/low cost programs to the community including a parade with 60 floats that are representative of the community, Family Activities, Games, and Music for the community to watch and participate in. Additionally, the event highlight's Park City's unique mining heritage by offering a Mucking and Drilling competition throughout the day.

Per Criteria 3. The event raises funds to provide grant funding to local non-profits for low cost programs benefiting the community, local youth, and under-served constituents. The programs are aligned with City Council's critical goals.

Per Criteria 4. City receives positive tax benefits from the event, however, per Criteria 5, the event is not held in the off season.

Per Criteria 6. Per The event has demonstrated extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts by increasing transit, providing alternative travel modes, increasing recycling efforts at the event, instituting a bike valet etc...

Per Criteria 7. If fees for this event are not waived, the Park City Rotary would need time to identify other funding mechanisms to cover such costs. Park City Rotary takes on many volunteer hours to bring this event together and also takes on hard costs for services such as trash, recycling and additional restrooms.