PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 11, 2021

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, March 11, 2021.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

On March 4, 2021, the Mayor issued a written determination that because of the public health emergency, conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may attend in person. For these reasons, this meeting will be an electronic meeting without an anchor location.

Council members will connect electronically. Public comments will be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

CLOSED SESSION - 3:30 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:15 p.m. - Special Event Update
Special Event Update Staff Report
Exhibit A: Tentative 2021 Special Event Calendar
Exhibit B: Special Event Progress
Exhibit C: Comparison Communities & ULCT Survey Regarding Events

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. Ice Arena Update
Ice Arena Update 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 February 11 and 25, 2021
February 11, 2021 Minutes
February 25, 2021 Minutes

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Construction Agreement for Demolition Services at the Arts and Culture District Site between Park City and MKP Enterprises in an Amount Not to Exceed $218,600.00
   Arts and Culture District Demolition Construction Agreement for Demolition Services Staff Report
   Exhibit A: Map of Structures
   Exhibit B: Draft Construction Services Agreement with MKP Enterprises

VI. OLD BUSINESS

1. 2021 Legislative Update

2. Consideration to Approve Ordinance 2021-07, an Ordinance Amending Title 11, Building and Building Regulations, Chapter 16 Flood Damage, of the Municipal Code of Park City, Implementing New Mapping and Regulations for Flood Damage Prevention in the Areas of Special Flood Hazard
   (A) Public Hearing (B) Action
   Flood Damage Staff Report
   Exhibit A: Flood Damage Ordinance
   Exhibit B: Comparison Report-2885 Cochise Court

VII. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2021-12, an Ordinance Adopting an Adjusted Budget for FY 2021 for Park City Municipal Corporation
   (A) Public Hearing (B) Action
   FY 2021 Budget Adjustment Staff Report
   Exhibit A: Budget Adoption Ordinance FY21
   Exhibit B: Expense Report January 2021
   Exhibit C: Revenue Report January 2021

2. Consideration to Approve Ordinance 2021-13, an Ordinance Amending Title 6, Chapter 3 - Noise, of the Municipal Code of Park City, Utah
   (A) Public Hearing (B) Action
   Noise Code Amendment Staff Report
   Exhibit A: Noise Ordinance

Exhibit B: Analysis of Noise Ordinance

3. Housing Department Update
Housing Department Update Staff Report

4. Private/Public Partnerships Discussion
(A) Public Input
Public/Private Partnerships Staff Report
Exhibit A: 2.2.21 Affordable Housing PPP Meeting Notes
Exhibit B: Proposed Homestake RFQ Provisions, Minimum Requirements, and Preferences

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:

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Work Session
Agenda Section:

Subject:
5:15 p.m. - Special Event Update

Suggested Action:

Attachments:
Special Event Update Staff Report

Exhibit A: Tentative 2021 Special Event Calendar

Exhibit B: Special Event Progress

Exhibit C: Comparison Communities & ULCT Survey Regarding Events

City Council Staff Report

Subject: Special Event Update
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: March 11, 2020
Type of Item: Work Session

Recommendation

Staff is returning with a special event update that includes:

1. Update - from the Summit County Health Department (SCHD) regarding the COVID-19 pandemic, focusing on special events and gatherings;
2. Review - the 2021 Special Event Calendar (Exhibit A). Staff is processing special event applications that meet Utah State COVID-19 protocols regarding public gatherings and PCMC's Special Event Code; and
3. Discussion - does City Council desire changes to the long-term Special Events Calendar and underlying policy direction.

Executive Summary

- COVID-19 restrictions negatively affected Special Events, causing nearly all events since March 2020 to cancel.

- The Special Events Calendar (Exhibit A) outlines the anticipated schedule of events in 2021. The calendar provides predictability and transparency for the community, event applicants, and staff to plan for code-required peak times, quiet weekends, and mitigation efforts. It also aids planning City service levels and budgeting.

- The City Council adopted significant changes to event regulations in 2018 that better manage event growth and residential mitigation (Exhibit B).

Background

For several decades, special events were intentionally elevated as a proactive tool to promote economic and community diversification. Over time, events grew in both size and impact, and concerns surfaced regarding impacts and intensity. In response, Council created the Special Event Advisory Committee (SEAC) from 2015 to 2018.

On September 27, 2018, after three years of work with SEAC and the community, City Council amended 4A Special Event Municipal Code to better manage events. This included increase event mitigation practices, capping number of large Level 3, 4, and 5 events annually, created Peak Weekends and balanced them with quieter ones, focused on reduce number and scale of special events, and reorient events to resort bases). These changes successfully re-balanced the desire for vibrant cultural economy with quality-of-life impacts. A few direct examples include successful implementation of 2020 traffic mitigation measures during Sundance Film Festival, reducing events that did not align with Park City's goals, and slowly weaning events off fee reduction.

On June 25, 2020, the City Council responded to the serious health, safety, and welfare concerns of COVID-19 and guidance form the SCHD with regard to special events and large gatherings. In practice, staff worked with event organizers to suspend events, while also respecting the Utah Governor's Order that prohibits a municipality from imposing additional restrictions (unless exemption from the County obtained). The vast majority of event organizers proactively suspended their events in order to help the municipality and SCHD protect the health, safety, and welfare of Park City.

On December 10, 2020, Council proactively reviewed and acknowledged the 2021 Special Events Calendar to help staff and event organizers prepare for life-after/life-during COVID-19 and consider anticipated date conflicts (ten-year calendar). Council also expressed a desire to hold a future discussion about the importance of special events remaining a high priority economic focus. At the time, Council noted the high visitation during the summer and fall of 2020 as a potential new norm. At the same time, Council acknowledged the importance of special events to local non-profits.

Analysis

Staff has coordinated with the SCHD and the Chamber regarding special events and gathering in 2021. While vaccines are on the horizon, there remains a great deal of uncertainty. The SCHD will provide an update, answer questions, and express cautious optimism.

Staff is currently recommending event applicants plan for scaled versions of their events compared to 2019. Applicants understand that State Health Order and County requirements may change, necessitating additional restrictions, or even event cancellation.

Other Communities - Staff is also coordinating with other jurisdictions in Utah and peer ski communities regarding planning ahead for summer events (Exhibit C). In summary, most jurisdictions are planning for scaled-back versions of events in 2021. Like Park City, they are also balancing the unpredictable and likely increase travel demand and desire for gatherings (including increased impacts).

While staff is focused on the 2021 event season, long-term calendar planning and contract negotiations and post-pandemic planning remain equally important. Staff is anxious to get underway and work with important event stakeholders but are also aware of the uncertainty and difficulty facing the future of the special event environment.

Funding

Special Event Fee Reduction (SEFR) is subsidized by General Fund revenues and is limited to $200,000 annually (4A-2-9), per current City Council policy. Contracted events, including Park Silly Sunday Market, Park City Kimball Arts Festival, Sundance Film Festival, and Triple Crown, are not part of the $200,000 threshold.

Mitigation Level of Service & Costs

Outside of SEFR, the City has increased its mitigation efforts, and increased costs — through paid parking with additional transit, traffic management, residential mitigation, bollards, community outreach, public safety, sustainable measures, data collection— requiring City departments to budget for hard costs. Over the long-term, the City Council should consider responsibility for ongoing hard costs. These costs have been averaging $550,000 annually and increasing due to rising mitigation expectations from the community and Council.

Attachments

Exhibit A: 2021 Tentative Special Event Calendar
Exhibit B: Special Event Progress
Exhibit C: Comparison Cities

March 2021

March 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
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25	26	27	28	29	30	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Feb 28 - Mar 6	Feb 28	Mar 1	2	3 Red White and Snow	4	5	6
Mar 7 - 13	7	8	9	10	11	12	13
Mar 14 - 20	14	15 No School/Make Up Day	16	17	18	19 Cube of Truth	20
Mar 21 - 27	21	22	23	24	25	26	27
Mar 28 - Apr 3	28	29	30	31	Apr 1	2	3

April 2021

April 2021

Su	Mo	Tu	We	Th	Fr	Sa
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May 2021

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Mar 28 - Apr 3	**Mar 28**	**29**	**30**	**31**	**Apr 1**	**2** Park City Spring Break	**3** Park City Spring Break
Apr 4 - 10	**4** Park City Spring Break	**5** Park City Spring Break	**6** Park City Spring Break	**7** Park City Spring Break	**8** Park City Spring Break	**9** Park City Spring Break	**10** Park City Spring Break
Apr 11 - 17	**11** Last Day Resorts Park City Spring Break	**12**	**13**	**14**	**15**	**16**	**17**
Apr 18 - 24	**18**	**19**	**20**	**21**	**22**	**23**	**24**
Apr 25 - May 1	**25**	**26**	**27**	**28**	**29**	**30**	**May 1**

May 2021

May 2021

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June 2021

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20	21	22	23	24	25	26
27	28	29	30			

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
4/25 - 30	**Apr 25**	**26**	**27**	**28**	**29**	**30**	**May 1** Moose on the Loose
5/2 - 7	**2**	**3**	**4**	**5**	**6**	**7**	**8**
5/9 - 14	**9**	**10**	**11**	**12**	**13**	**14**	**15** Running with ED
5/16 - 21	**16**	**17**	**18**	**19**	**20**	**21**	**22**
5/23 - 28	**23**	**24**	**25**	**26**	**27**	**28**	**29**
5/30 - 6/4	**30**	**31** Memorial 5K Memorial Day No School Noches de Verano	**Jun 1**	**2**	**3**	**4**	**5**

June 2021

June 2021

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July 2021

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 30 - Jun 5	**May 30**	**31**	**Jun 1** Mid Week Mnt Bike	**2** PC Farmers Market	**3** Last Day of PC School District S	**4** Ski Town Lax	**5** Ski Town Lax NAC Barn Party Park City Trail Series
Jun 6 - 12	**6** PSSM	**7** Noches de Verano	**8**	**9** PC Farmers Market	**10**	**11** BREAK WEEKEND Uncorked	**12** BREAK WEEKEND Your Barn Door Is Open
Jun 13 - 19	**13** BREAK WEEKEND PSSM	**14** Noches de Verano	**15**	**16** PC Farmers Market Wednesday Night Concerts	**17** Park City Baseball Tournament	**18** Park City Baseball Tournament Cube of Truth Latino Arts Festival Skate series	**19** Park City Baseball Tournament Latino Arts Festival
Jun 20 - 26	**20** PSSM	**21** Noches de Verano	**22** Midweek Mnt Bike	**23** PC Farmers Market Wednesday Night Concerts	**24**	**25** Peak Time Period	**26** Miners Park Concert Peak Time Period Savor the Summit Skate series
Jun 27 - Jul 3	**27** Peak Time Period PSSM	**28** Noches de Verano	**29**	**30** PC Farmers Market Wednesday Night Concerts	**Jul 1**	**2**	**3**

July 2021

July 2021

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August 2021

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 27 - Jul 3	**Jun 27**	**28**	**29**	**30**	**Jul 1**	**2** Peak Time Period	**3** Miners Park Concert Peak Time Period
Jul 4 - 10	**4** 4th of July Celebration Peak Time Period PSSM	**5** Beethoven Festival	**6**	**7** PC Farmers Market Wednesday Night Concerts	**8**	**9** BREAK WEEKEND Sundance Summer Series	**10** Aspen Villas Screening BREAK WEEKEND Jupiter Peak Steeplechase Miners Park Concert Park City Trail Series
Jul 11 - 17	**11** BREAK WEEKEND PSSM Sundance Summer Series	**12** Triple Crown Beethoven Festival	**13**	**14** PC Farmers Market Wednesday Night Concerts	**15**	**16** Cube of Truth	**17** Miners Park Concert
Jul 18 - 24	**18** Triple Crown PSSM	**19** Beethoven Festival	**20**	**21** PC Farmers Market Wednesday Night Concerts	**22**	**23**	**24** Miners Park Concert Pioneer Day Skate Series
Jul 25 - 31	**25** PSSM	**26** Beethoven Festival	**27**	**28** PC Farmers Market Wednesday Night Concerts	**29** Extreme Cup Soccer Tour of Utah	**30** Extreme Cup Soccer Peak Time Period Tour of Utah	**31** Extreme Cup Soccer Miners Park Concert Peak Time Period Tour of Utah

August 2021

August 2021						
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September 2021						
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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 1 - 7	**Aug 1** Peak Time Period Tour of Utah	**2** Beethoven Festival	**3**	**4** PC Farmers Market Wednesday Night Concerts	**5**	**6** Arts Festival Peak Time Period Sundance Summer Series	**7** Arts Festival Drive in at Prospector Park City Trail Series Peak Time Period Summer in the City
Aug 8 - 14	**8** Arts Festival Peak Time Period	**9**	**10**	**11** PC Farmers Market Wednesday Night Concerts	**12**	**13** Back Alley Bash BREAK WEEKEND	**14** BREAK WEEKEND Mid-Mountain Marathon
Aug 15 - 21	**15** BREAK WEEKEND St Mary's Procession	**16**	**17**	**18** PC Farmers Market Wednesday Night Concerts	**19**	**20** Cube of Truth	**21** Miners Park Concert Summit Challenge
Aug 22 - 28	**22** PSSM Walk a Mile	**23**	**24**	**25** PC Farmers Market Wednesday Night Concerts	**26**	**27** BREAK WEEKEND	**28** BREAK WEEKEND Miners Park Concert
Aug 29 - Sep 4	**29** BREAK WEEKEND PSSM	**30**	**31**	**Sep 1**	**2**	**3**	**4**

September 2021

September 2021

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October 2021

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31						

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 29 - Sep 4	**Aug 29**	**30**	**31**	**Sep 1** PC Farmers Market	**2**	**3** Peak Time Period	**4** Peak Time Period Point to Point
Sep 5 - 11	**5** Peak Time Period PSSM	**6** Miners Day Peak Time Period	**7**	**8** Singer Song Writer PC Farmers Market	**9**	**10**	**11** Brunch at Altitude Dirt Jump Jam Hike for Hunger
Sep 12 - 18	**12** Singer Song Writer PSSM Tour de Suds	**13**	**14**	**15** PC Farmers Market	**16**	**17** Autumn Aloft Cube of Truth Peak Time Period	**18** Park City Trail Series Peak Time Period
Sep 19 - 25	**19** Autumn Aloft Peak Time Period PSSM	**20**	**21**	**22** PC Farmers Market	**23**	**24** PCHS XC	**25** Scarecrow Festival
Sep 26 - Oct 2	**26** PSSM	**27**	**28**	**29** PC Farmers Market	**30** PC Wine Fest	**Oct 1**	**2**

October 2021

October 2021

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November 2021

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
9/26 - 10/1	**Sep 26**	**27**	**28**	**29**	**30**	**Oct 1** PC Wine Fest	**2** PC Wine Fest
10/3 - 8	**3**	**4**	**5**	**6** PC Farmers Market	**7**	**8**	**9**
10/10 - 15	**10**	**11**	**12**	**13** PC Farmers Market	**14**	**15**	**16**
10/17 - 22	**17**	**18**	**19**	**20** PC Farmers Market	**21**	**22**	**23** Shot Ski
10/24 - 29	**24**	**25**	**26**	**27** PC Farmers Market	**28**	**29**	**30**
10/31 - 11/5	**31** Halloween Peak Time Period	**Nov 1**	**2**	**3**	**4**	**5**	**6**

November 2021

November 2021

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December 2021

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	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Oct 31 - Nov 6	Oct 31	Nov 1	2	3	4	5	6
Nov 7 - 13	7	8 12:00am Field of Honor	9	10	11	12	13
Nov 14 - 20	14 Field of Honor	15 2:00am	16	17	18	19	20
Nov 21 - 27	21	22	23	24	25	26	27 Snow Globes; Electric Light Parade
Nov 28 - Dec 4	28 Snow Globes	29	30	Dec 1	2	3	4

December 2021

December 2021

Su	Mo	Tu	We	Th	Fr	Sa
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January 2022

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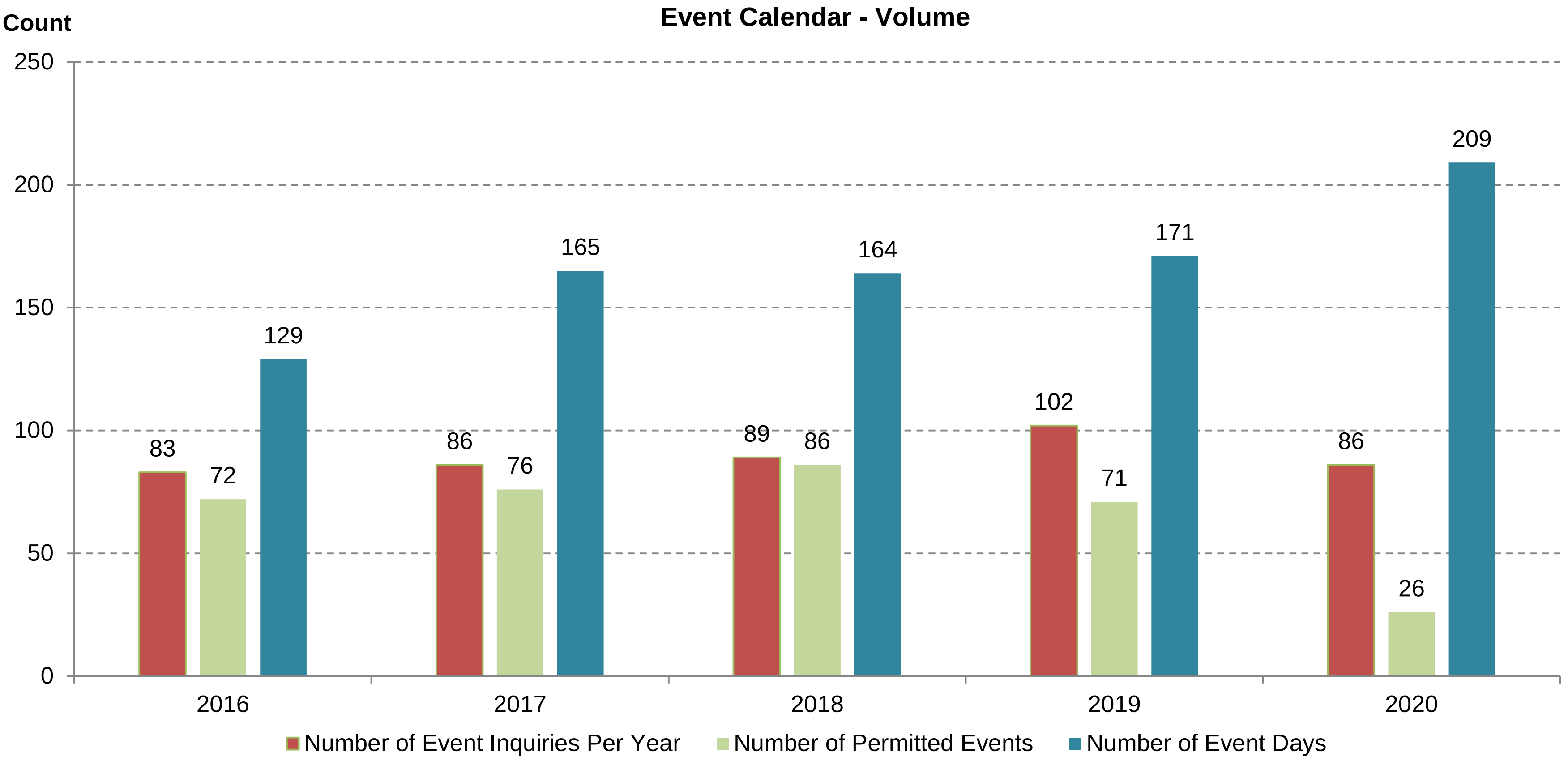
30	31					

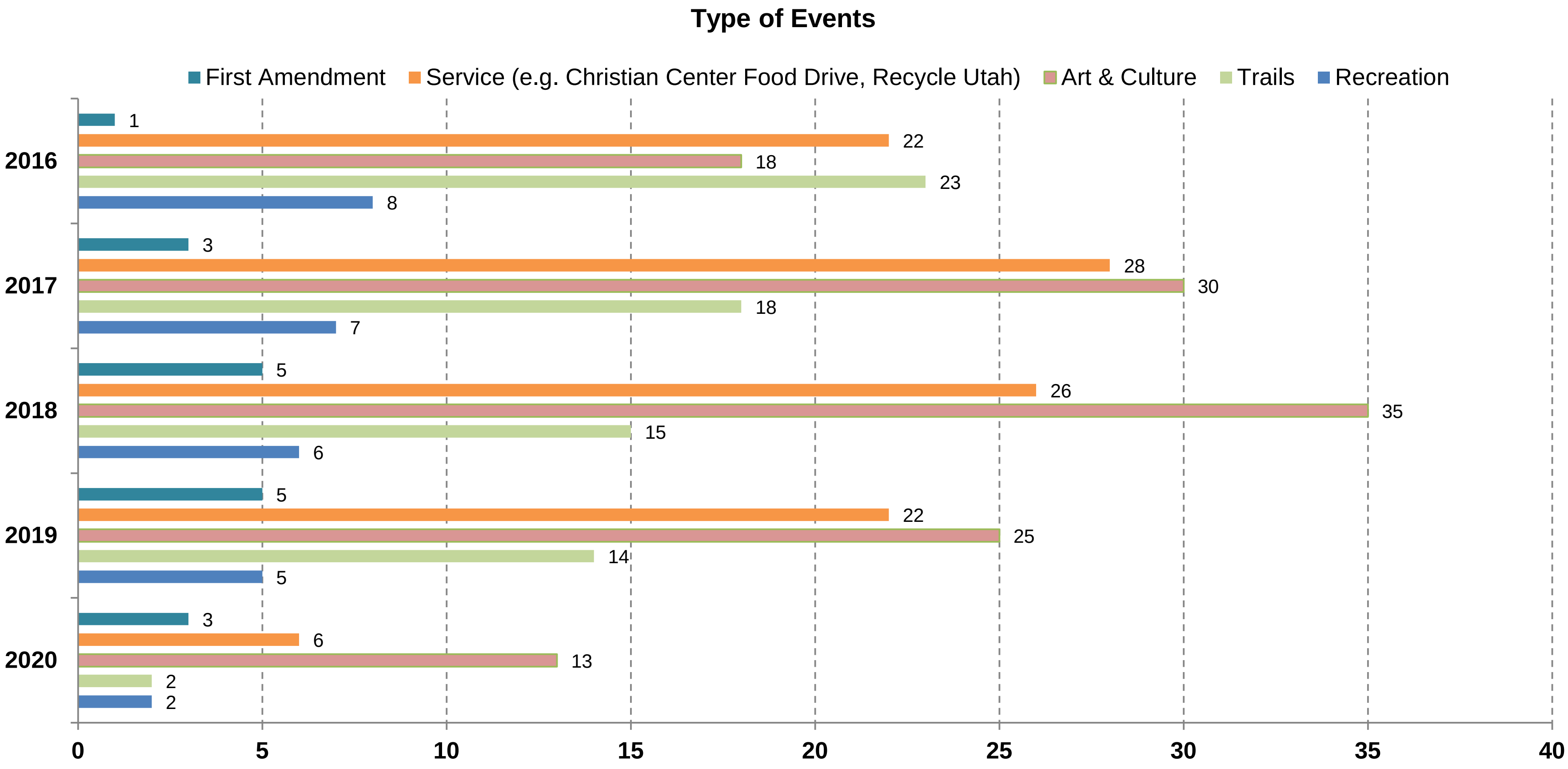
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 28 - Dec 4	Nov 28	29	30	Dec 1 Snow Globes	2 Snow Globes	3 Snow Globes	4 Snow Globes Menorah Lighting
Dec 5 - 11	5 Snow Globes	6 Snow Globes	7 Snow Globes	8 Snow Globes	9 Snow Globes	10 Snow Globes	11 Snow Globes
Dec 12 - 18	12 Snow Globes	13 Snow Globes	14 Snow Globes	15 Snow Globes	16 Snow Globes	17 Snow Globes	18 Snow Globes Santa Comes Down the Town L
Dec 19 - 25	19 Snow Globes	20 Snow Globes	21 Snow Globes	22 Snow Globes	23 Snow Globes Peak Time Period	24 Snow Globes Peak Time Period	25 Snow Globes Peak Time Period
Dec 26 - Jan 1	26 Snow Globes	27 Snow Globes	28 Snow Globes	29 Snow Globes	30 Snow Globes Peak Time Period	31 Snow Globes To Jan 2 Peak Time Period	Jan 1, 22

Event Calendar



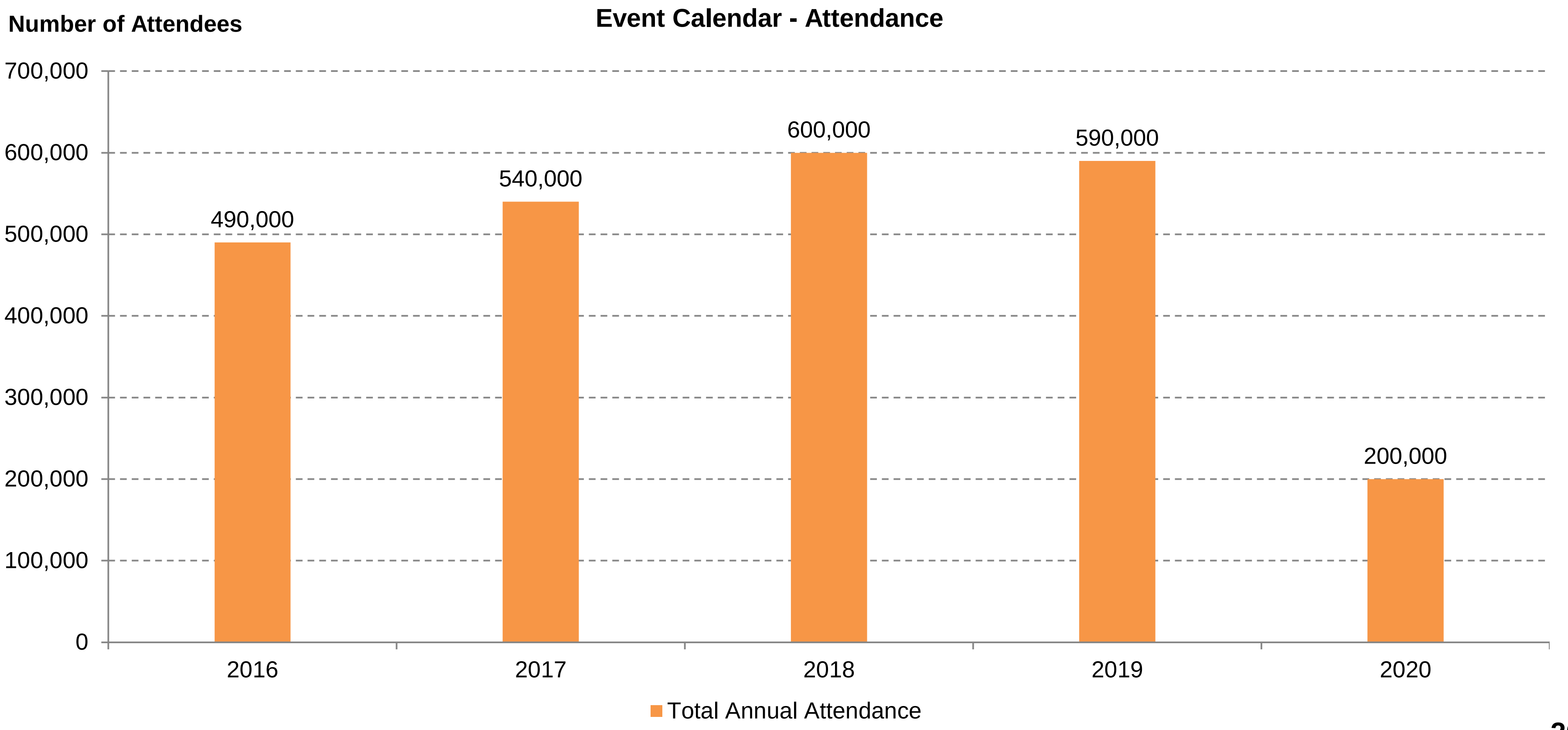
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Types



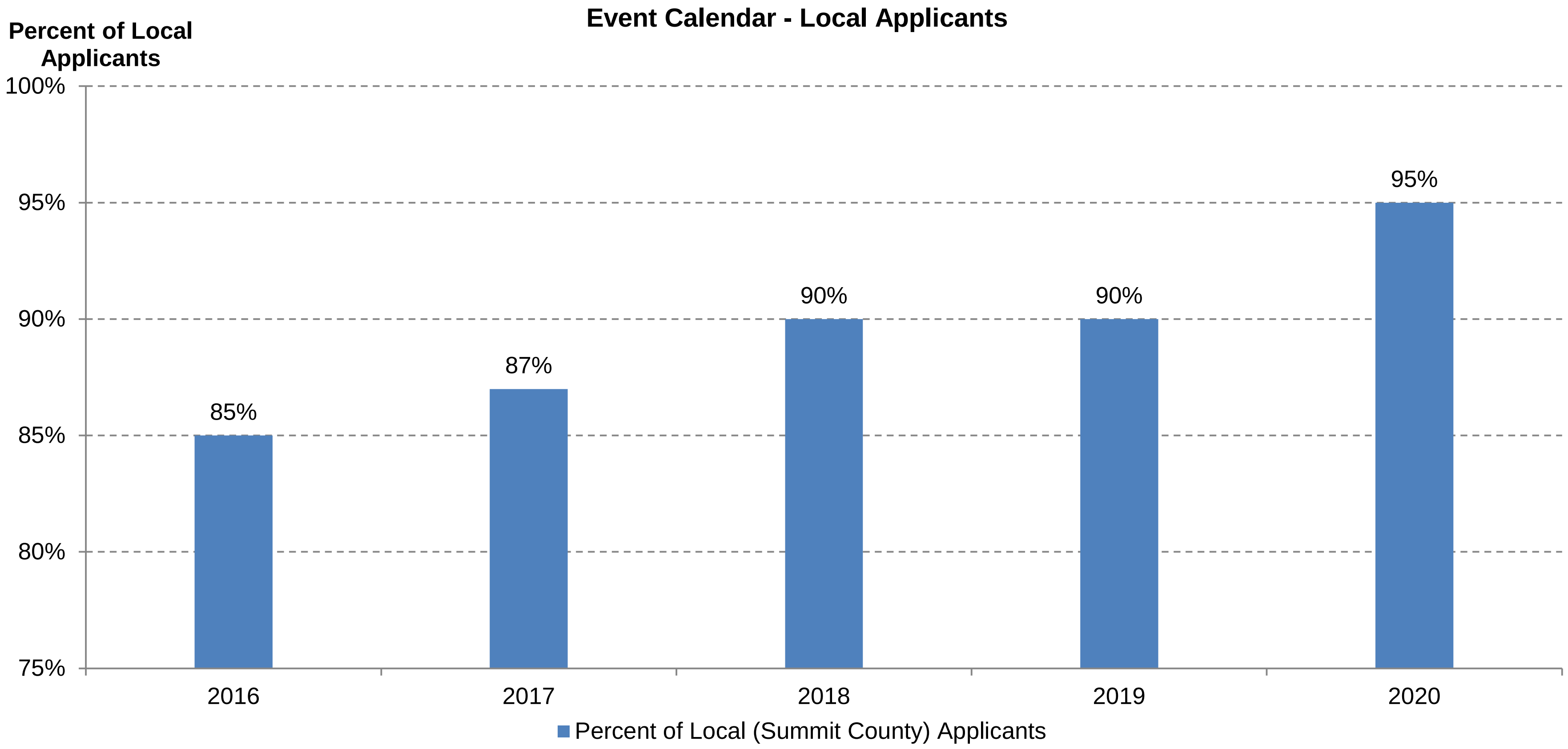
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Calendar



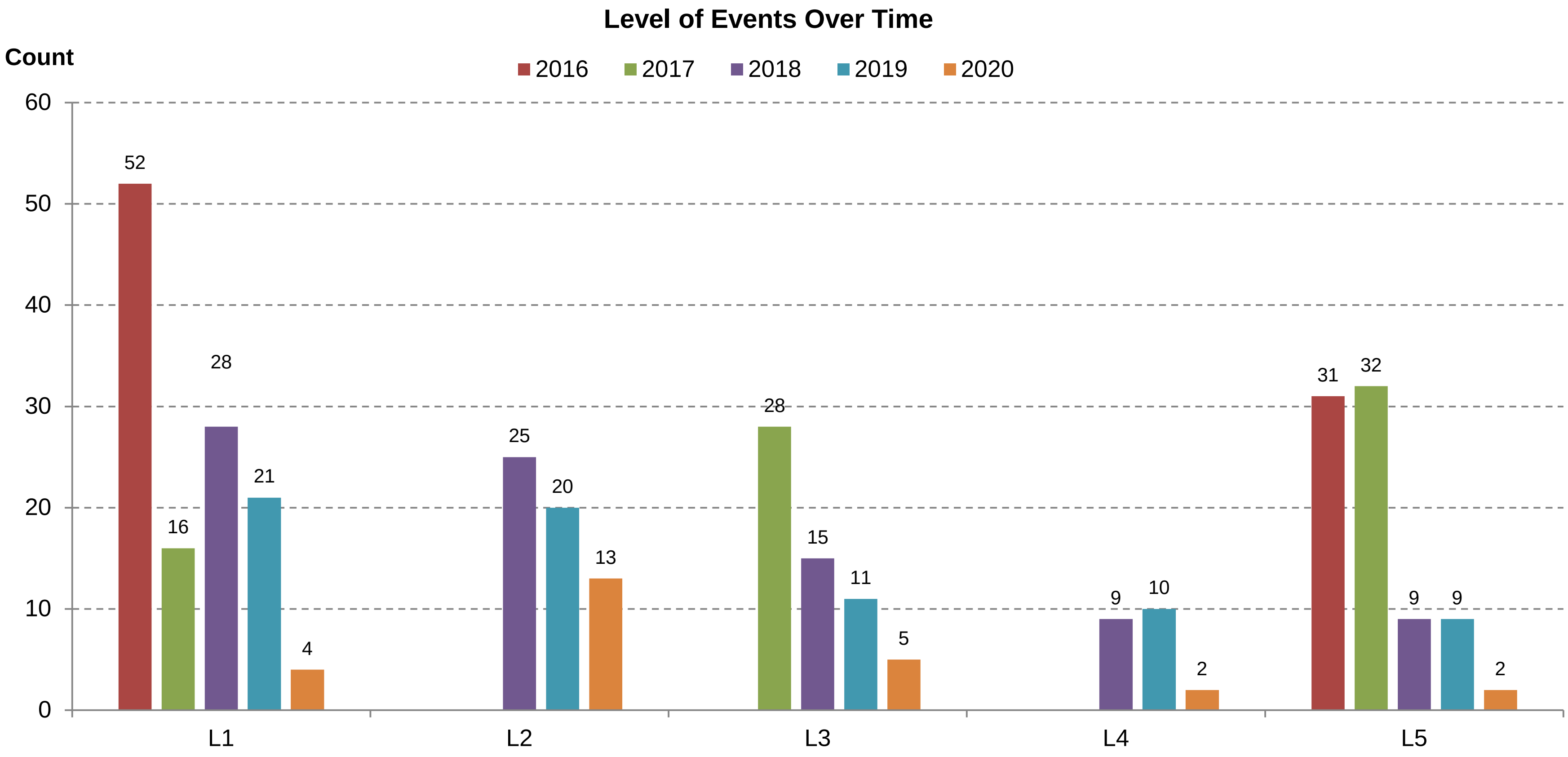
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Calendar



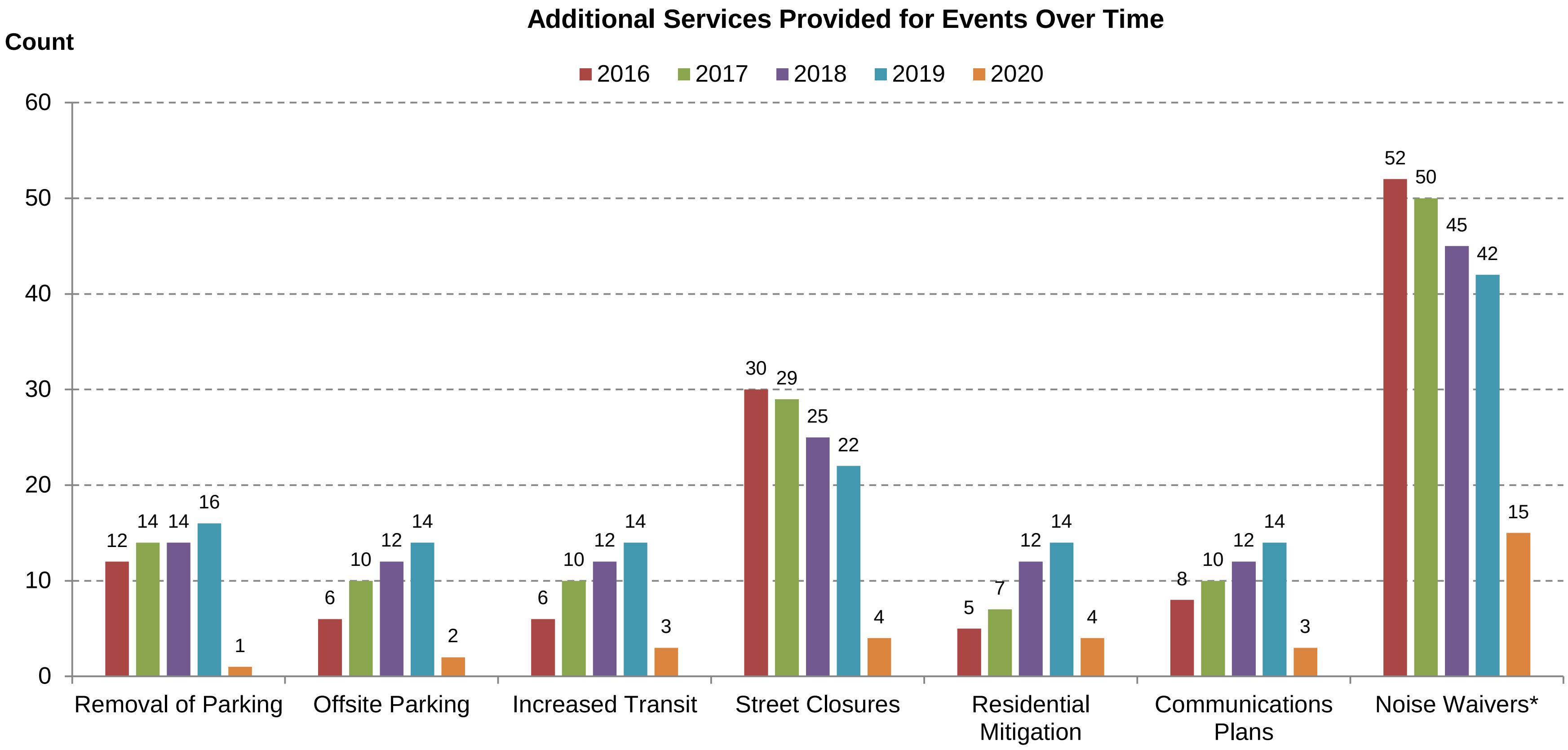
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Levels



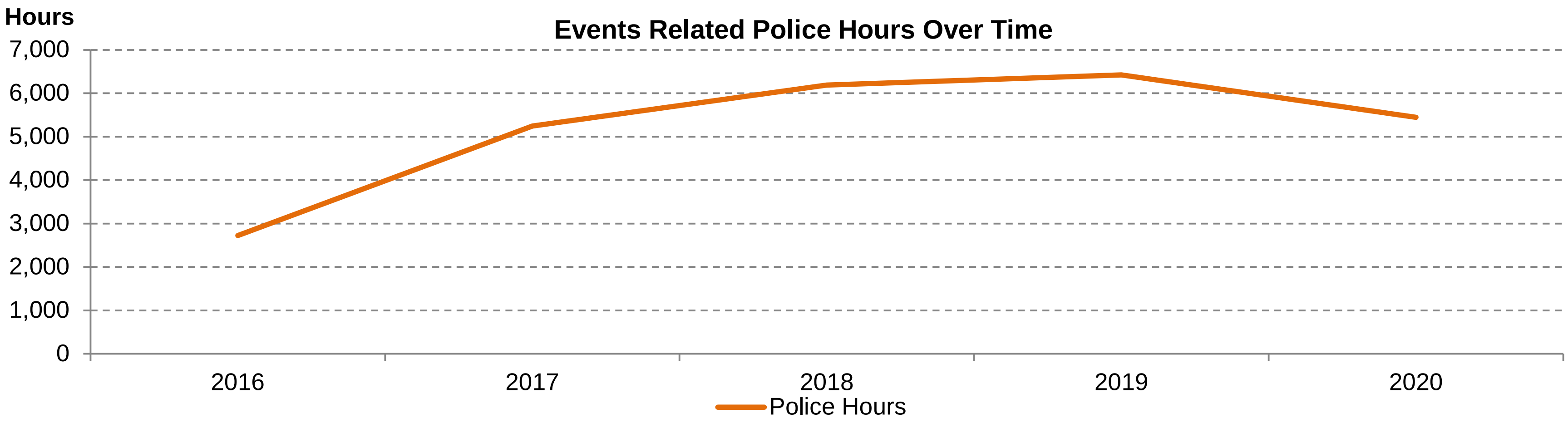
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Services



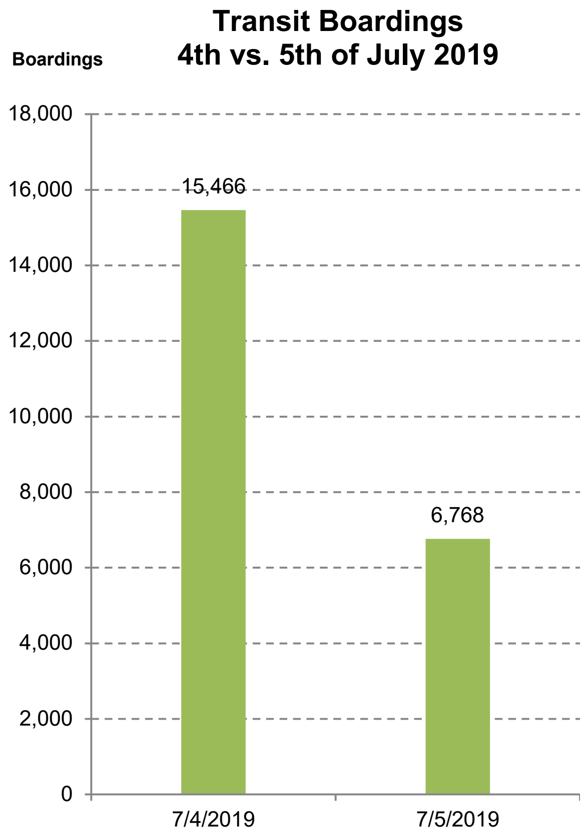
Source: Park City Municipal Corporation. As of 10/16/2020.

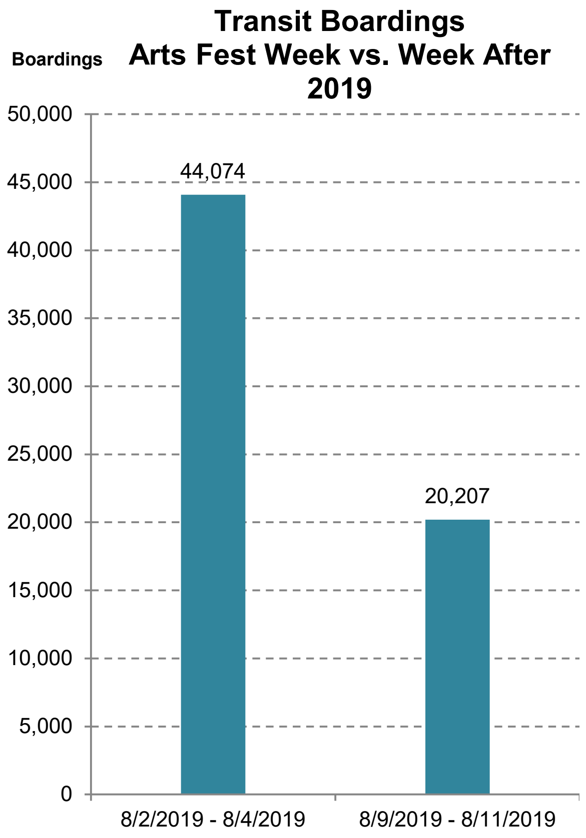
Event Services

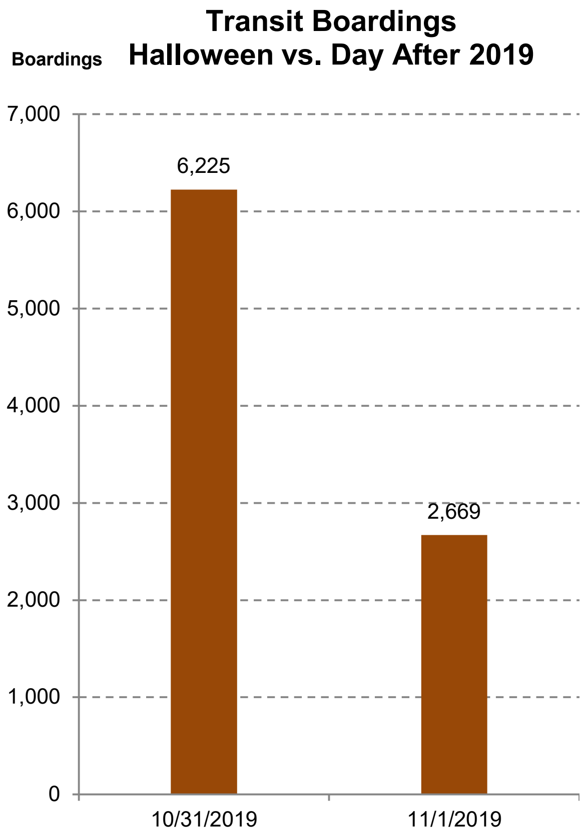


Source: Park City Municipal Corporation. As of 10/16/2020.

Transit Related Event Services

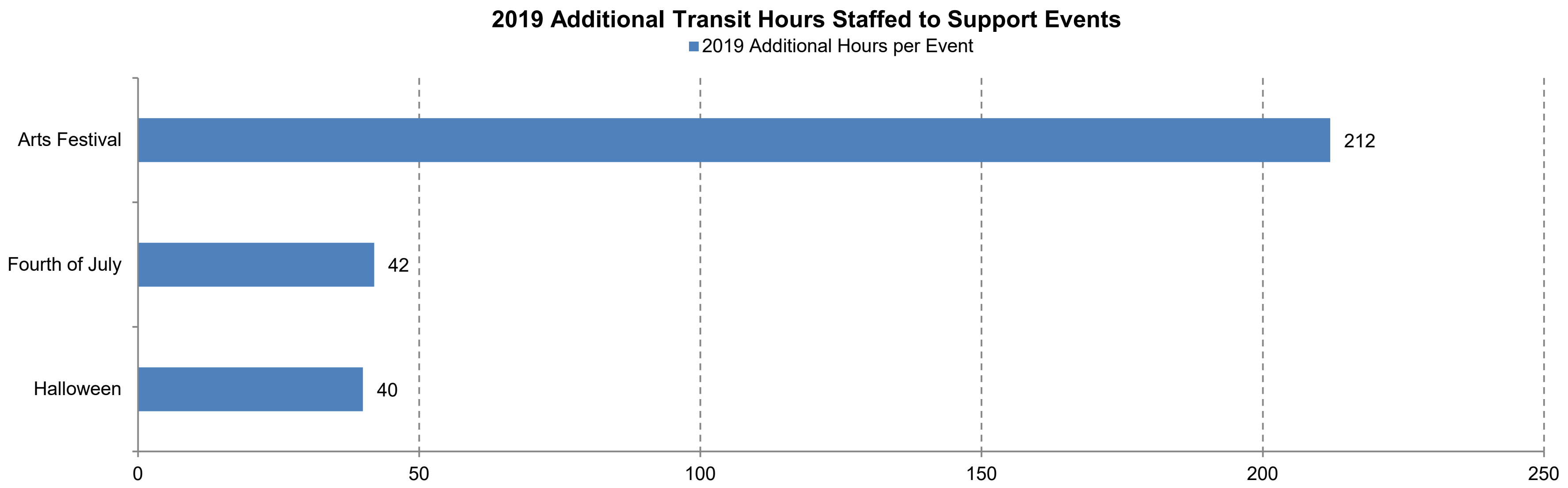






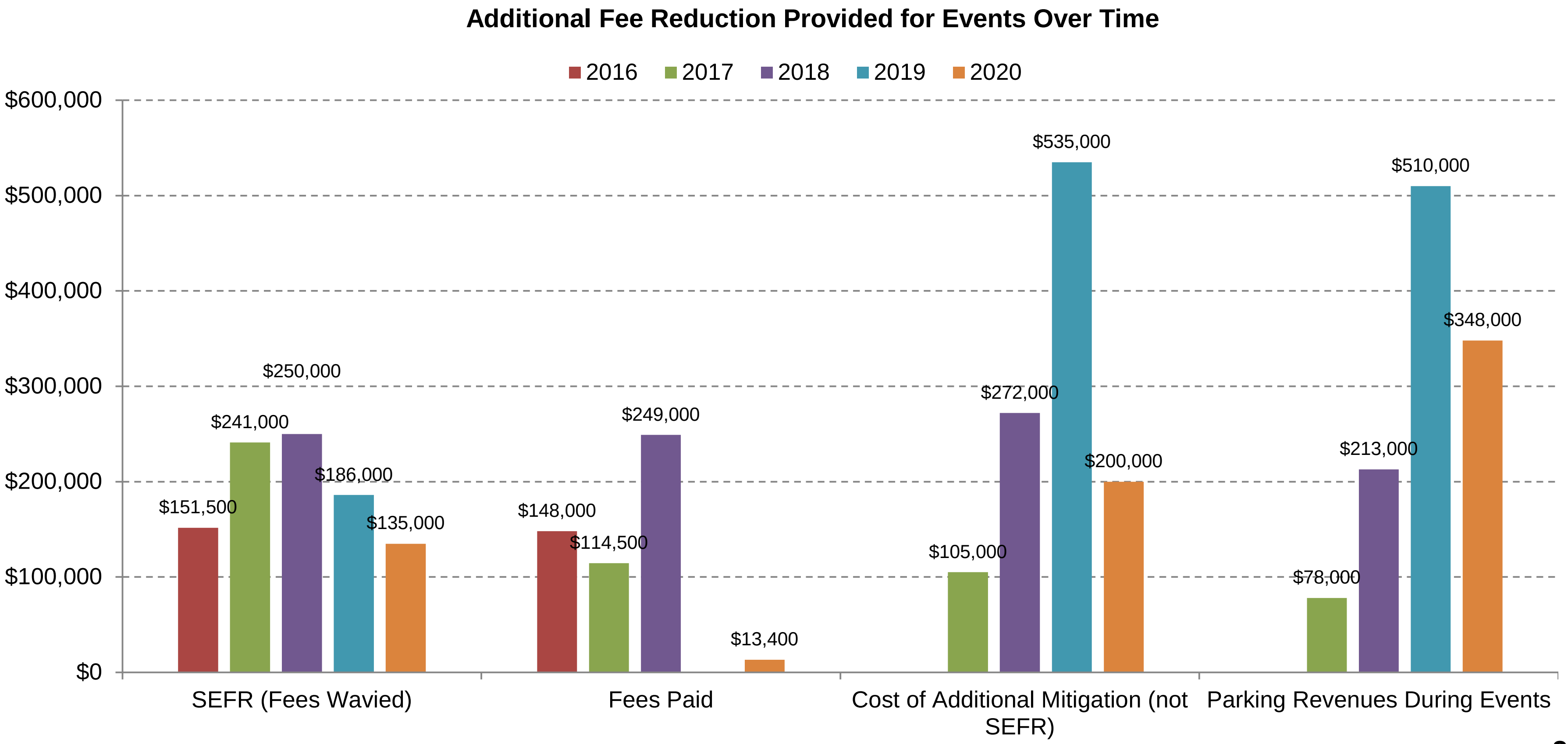
Source: Park City Municipal Corporation. As of 12/4/2020.

Transit Related Event Services



Source: Park City Municipal Corporation. As of 12/4/2020.

Event Fee Waivers & Impact



Source: Park City Municipal Corporation. As of 10/16/2020.

Exhibit C: Comparison Communities Events Summer 2021 & ULCT Survey

Staff discussed events with 6 other communities in Utah and Colorado. The information below is based on health orders and regulations in the jurisdictions as of February 2022. All jurisdictions understand COVID-19 restrictions can change at any moment.

Additionally, the Utah League of Cities and Towns did a survey of events. More than 30 communities across the state responded. In summary, most jurisdictions are currently planning for some events to return this summer with COVID-19 protocols in place.

Jurisdictions are accepting applications for Special Events and evaluating them on a case-by-case basis. They are stressing the importance of developing COVID-19 protocols and scaled plans to Event Applicants. Many jurisdictions believe once the pandemic is behind us, travel and gathering will be in high demand, but no one is sure when this will happen. Preparing for the impacts of travel and events is important as we look at recovery on the horizon.

Utah Communities

City of Moab, Utah
Town Population (2019): 5,268
County Population (2019): 15,393
Annual Visitor (2019): 3,000,000

- The City of Moab is accepting Special Event Applications for events in the spring and summer of 2021 and reviewing them for compliance with the Grand County Health Order/ COVID-19 guidelines.
    - Indoor events are not allowed, Outdoor events are permitted.
    - City of Moab is complying with Grand County Health Order – Grand County asked for an exemption to State Order, placing additional restrictions on not allowing groups of more than 250 people at one place/time.
    - Most events cancelled on their own last year. Anticipate more events occurring this year than last.
- Specific Events:
    - Jeep Jamboree is on schedule for March 2021, with changes in scale/scope to comply with health requirements. They believe it is better to have organized groups of people following guidelines, than unorganized groups that may not follow guidelines. This event is known for being very well organized.
    - Action Car Show in April cancelled for 2021, this was 800 vehicles, with many attendees. Likely due to financial impacts and timing.
    - Indoor Winter Recreation sports were cancelled due to spikes in COVID-19, but likely outdoor recreation events will continue outdoors.
    - Red Rock Art Festival was cancelled in 2020. It is being scheduled on its normal weekend in October for 2021. The Festival is hosted by the city's arts and recreation department who are working on a budget request for the event.
    - Fourth of July is TBD.

Salt Lake City, Utah
Town Population (2019): 197,756
County Population (2019): 1,160,000

- Salt Lake City is accepting Special Event applications for events in the spring and summer of 2021 and reviewing them for compliance with State Health Order in coordination with Salt Lake County Health Department.
    - Event applicants are responsible for compliance at their events (City is not liable) and if COVID-19 protocols are not followed they are subject to fines or loss of their event permit in future years.
    - Most events do not begin until July or later. Many events are looking at way to adapt/scale based on the State orders.
    - Event applicants understand that protocols could change at any time.

  - Salt Lake County Health Department is permitting some Mass Gathering Permits on a case-by-case basis.
  - Most events cancelled on their own last year. Anticipate more events occurring this year than last.
- Specific Events:
  - Pioneer Day and Fourth of July celebrations – will know more about scale/scope as they approach.
  - Utah Arts Festival has postponed their date – normally held in late June, considering moving to August.
  - Pride has scaled back with an art exhibition likely for 2021, instead of a large parade. This will include timed ticket entry/contact tracing.
  - Farmers Market is expected to continue in 2021.

Summit County, Utah
County Population (2019): 42,145
Annual Visitor (2019): 3,000,000

- Summit County is accepting applications for events in the summer 2021. Summit County is following the Governor's Utah State Guidelines on organized events.
  - They are working closely with Health Department regarding compliance and review of protocols established.
  - If guidelines change before the event begins, the event must adapt to the new regulations.
- Specific Events:
  - Recreation Events are reviewed by Basin Recreation
  - Fourth of July Festivities
  - Summit County Fair
  - Tour of Utah

Colorado Communities

Town of Vail, Colorado
Average Population of the Town of Vail (2019): 5,479
Average Population of the County (2019): 55,127
Annual Visitors to the Town of Vail (2019): 1,300,000

- The Town of Vail is accepting Special Event applications for the summer. It is likely that most events will move forward with a reduced scope and health protocols in 2021. Changes can be made to the County or State COVID guidelines at any time.
  - The town did have 4th of July Festivities (stationary parade & fireworks) in 2020. They did not promote it until 1 week before the event.
- Budget impact: The Town of Vail had a 30% reduction in budget across the board.
  - Town Council allocates $1 -$2M to events from their General Fund.
  - The Event Commission allocates another $700K to events.
- Events are expected to pay for City Services.

Vail Daily News Article on Cautiously Planning Events in the Town of Vail

Breckenridge, Colorado
Town Population (2019): 4,938
County Population (2019): 31,011
Annual Visitor (2019): 1,600,000

- Town is beginning a discussion regarding event fatigue. Since the pandemic, tax revenues have been up 15% year over year, and town has been inundated by visitors and new residents that have moved there permanently.

Exhibit C: Comparison Communities Events Summer 2021 & ULCT Survey

- In the fall, Town requested activation to give people that were there something to do. However, the town decided to cancel winter events, and now community wants to be more strategic on how events come back after the pandemic. Specifically seeing negative impacts from guests that are out of town, causing increased traffic and not obeying mask mandates or social distancing. Locals feel trapped.
- Not sure about planning the Fourth of July, they aren't planning a parade, but may do some type of activation.
- Has worked through every event to come up with 3 scenarios based on health guidelines at State level.

Aspen, Colorado
Town Population (2019): 7,431
County Population (2019): 17,767
Annual Visitor (2019): 1,500,000

- Looked at a pyramid approach to support events with strong tie and community benefit. Also specifically focusing on historical and nonprofit events.
- Town created a pyramid approach, looking to support events with strong tie and benefit to the community, and historical events. This include supporting events to get them back on their feet that are fundraising and not-for-profit organizations.
- Many events are taking a scaled approach with varying capacities; some larger events are moving dates to Fall.
- Following Pitkin County Health Department Guidelines. In the beginning Pitkin County was more restrictive than Colorado State. However, now moving into more alignment with Colorado State Guidelines on gatherings/events.
- Looking to likely plan something for Fourth of July, do not have details of what it will look like yet.

City Summer Plans, 2021

Thursday, February 18, 2021

34

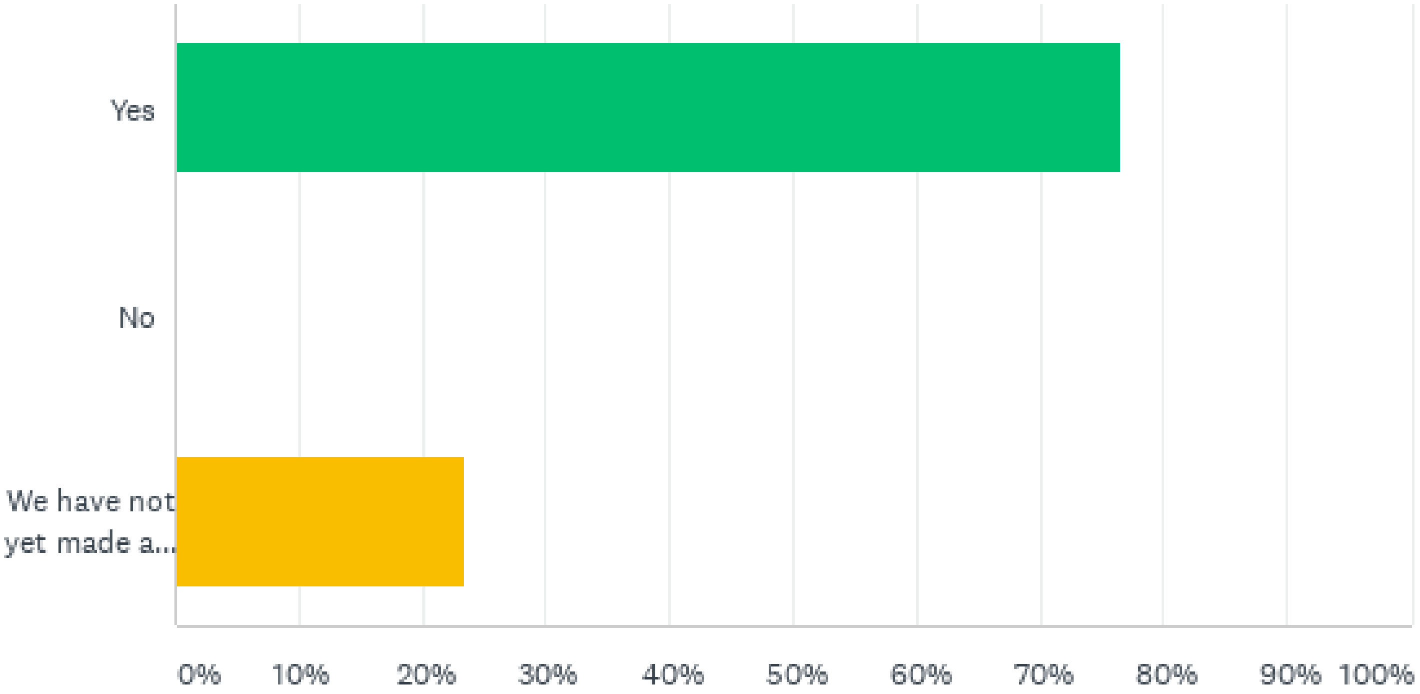
Total Responses

Date Created: Tuesday, February 09, 2021

Complete Responses: 34

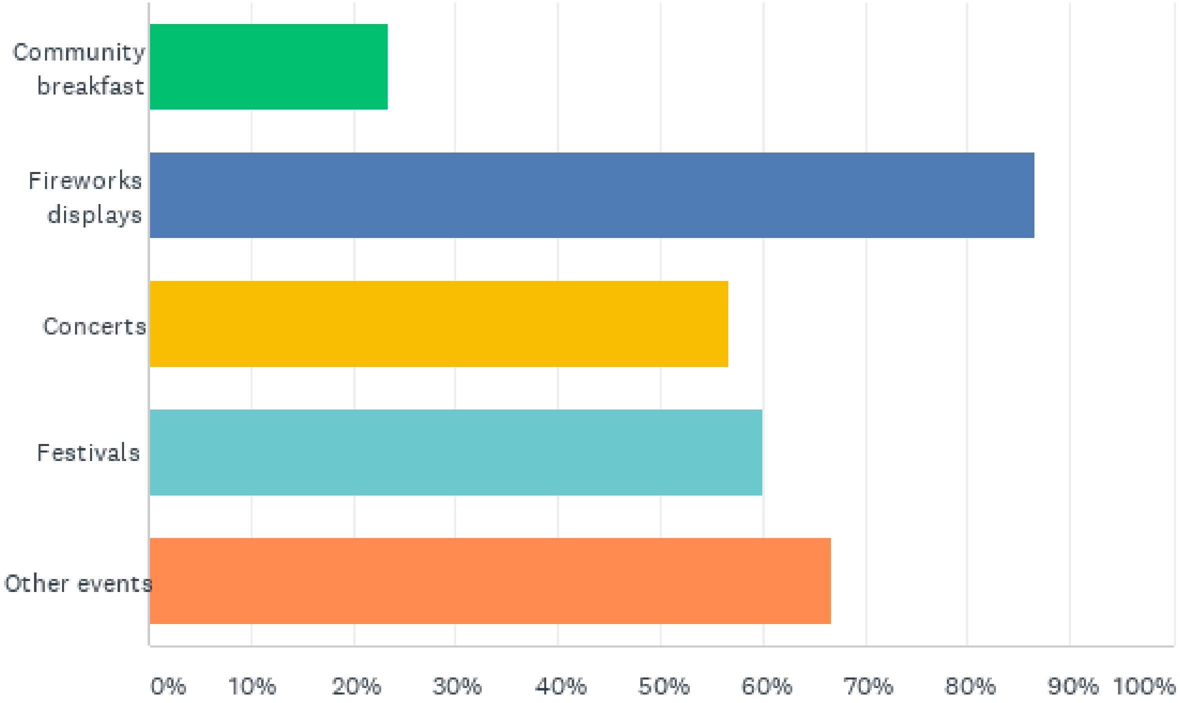
Q1: Are you planning to host summer events this summer (June, July, August) which are typically attended by more than 100 people?

Answered: 34 Skipped: 0



Q2: If yes, please check all types of events that your city will host.

Answered: 30 Skipped: 4



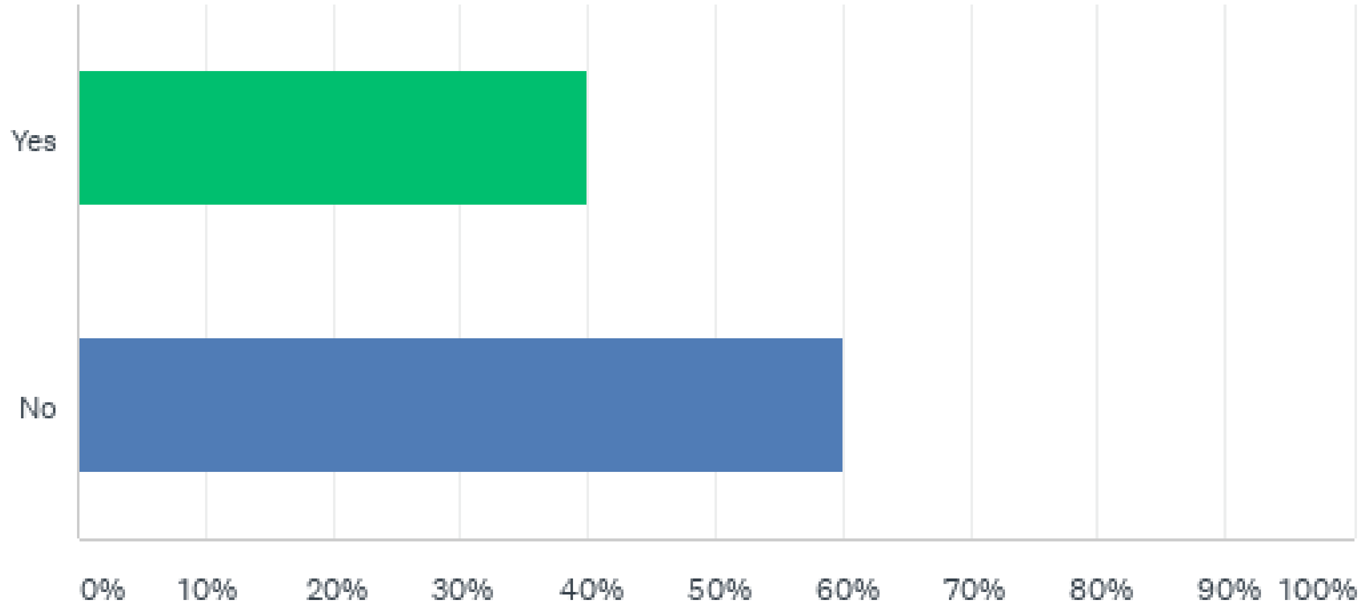
Q2: If yes, please check all types of events that your city will host.

Answered: 30   Skipped: 4

ANSWER CHOICES	RESPONSES	
Community breakfast	23.33%	7
Fireworks displays	86.67%	26
Concerts	56.67%	17
Festivals	60.00%	18
Other events	66.67%	20
Total Respondents: 30		

Q3: If you answered yes to Q1, do you anticipate your event looking much the same as they did prior to 2020?

Answered: 30 Skipped: 4



Q3: If you answered yes to Q1, do you anticipate your event looking much the same as they did prior to 2020?

Answered: 30   Skipped: 4

ANSWER CHOICES	RESPONSES	
Yes	40.00%	12
No	60.00%	18
TOTAL		30

Question 4 Comments @ Decisionmaking

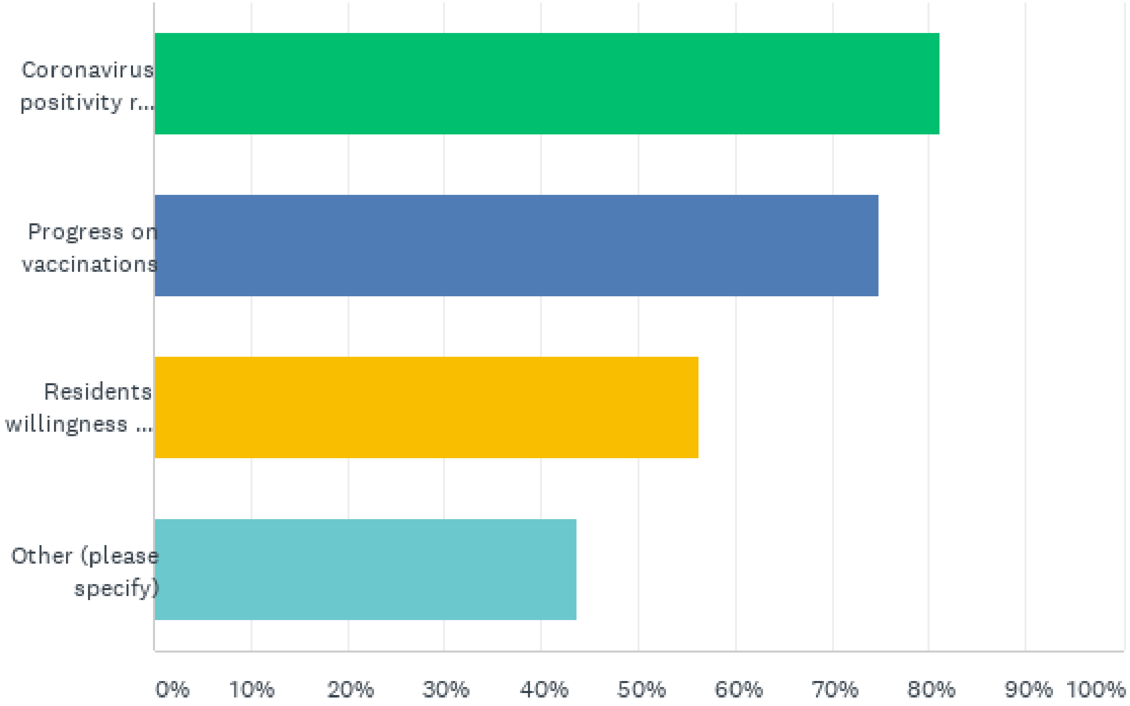
- ✓ our festival committee has taken the approach that they were planning for a full celebration last year until sometime in March. When the shut downs started, they waited in the wings to make changes and finally stared scaling things back in May. With that timing, they were able to make changes and scale things down. Therefore, at this time they are planning for a regular celebration. Simply described, they decided that it is easier to plan for a full celebration and scale it back as opposed to planning something less and then trying to upscale it should conditions allow.
- ✓ The two events are rolling car shows and plant swaps. These events allow CDC guidelines to still be in place as necessary.
- ✓ It is our hope that the vaccine distribution will have a positive effect and allow us to hold our annual festival in August. Of course, if it proceeds, it will be in accordance with guidelines and best practices for COVID-19.
- ✓ with a number of COVID protocols in place. Social distancing may still be required etc. but plans for in person events.
- ✓ We normally have South Jordan "Summerfest" in late May. We've moved it to middle September with the hopes of holding an in person event.
- ✓ We are late in August and our planned events can be spread out and made safe
- ✓ Will continually evaluate as summer approaches. We may cancel at some point.
- ✓ We are planning to have a full event if at all possible. As a reality with the pandemic, we do have an Option B scaled back plan if health and safety standards will not allow for such an event.
- ✓ Our annual city festival is in August. We made many adjustments last year due to covid but still held the event. I anticipate this year will be much the same as last year, with some very limited portions of the event reverting to pre-covid practices.
- ✓ Current plan is to have a similar event to pre-COVID, if allowed.
- ✓ We typically hold a 4th of July celebration. We have only discussed that we want to do something, but we haven't narrowed down what that will be this year.
- ✓ Still deciding but it seems we will have fireworks and some sort of socially distant parade.
- ✓ We are preparing to comply with guidelines in place at the time. Our policy is to plan as if events can happen and cancel as late as reasonably practical.

Question 4 Comments

- ✓ If we do any events they will most likely be smaller. Preregistration will be required for seating assignments and contact tracing. Movies in the park last summer worked well for us.
- ✓ Of course we will need to see what the summer brings, and adjust as necessary, but we are planning on a city celebration very similar to pre-covid years. Including a city parade.
- ✓ Our in person events will have preregistration and measures in place to control crowd size and physical distancing. We will follow all state regulations and will fill out the state event template to make sure we are in compliance. We have created some new events since we are not able to do all of our traditional events to be able to do this.
- ✓ We will scale all events according to current guidance from State and Local Health Departments.
- ✓ We will plan contingencies for the events so we can be COVID compliant, but we want to hold the events if possible. They may not look exactly the same as before, but we would like them to be as close as possible.
- ✓ Still a very fluid situation, and some adaptations will certainly be necessary, but we are hoping our 4th of July can be as close to pre-COVID as possible.
- ✓ We are headed to City Council on March 11 for this discussion in coordination with our local County Health Department. We do not anticipate changes from what we did last year - State Covid Protocols are required and what we are following for organized, permitted events (the few that proceed).
- ✓ we are going to eliminate aspects of the event that would make social distancing difficult. We were able to hold the concert and firework show last year and everyone spread out in our park to watch the show. The event worked out last year and we plan to do something similar this year.
- ✓ Bring on the events!
- ✓ We move our traditional summer event to Sept and are planning to have it in-person. We may still have people wearing masks as well.

Q5: If you answered "We have not yet decided" to Q1, what factors will most influence your decision?

Answered: 16   Skipped: 18



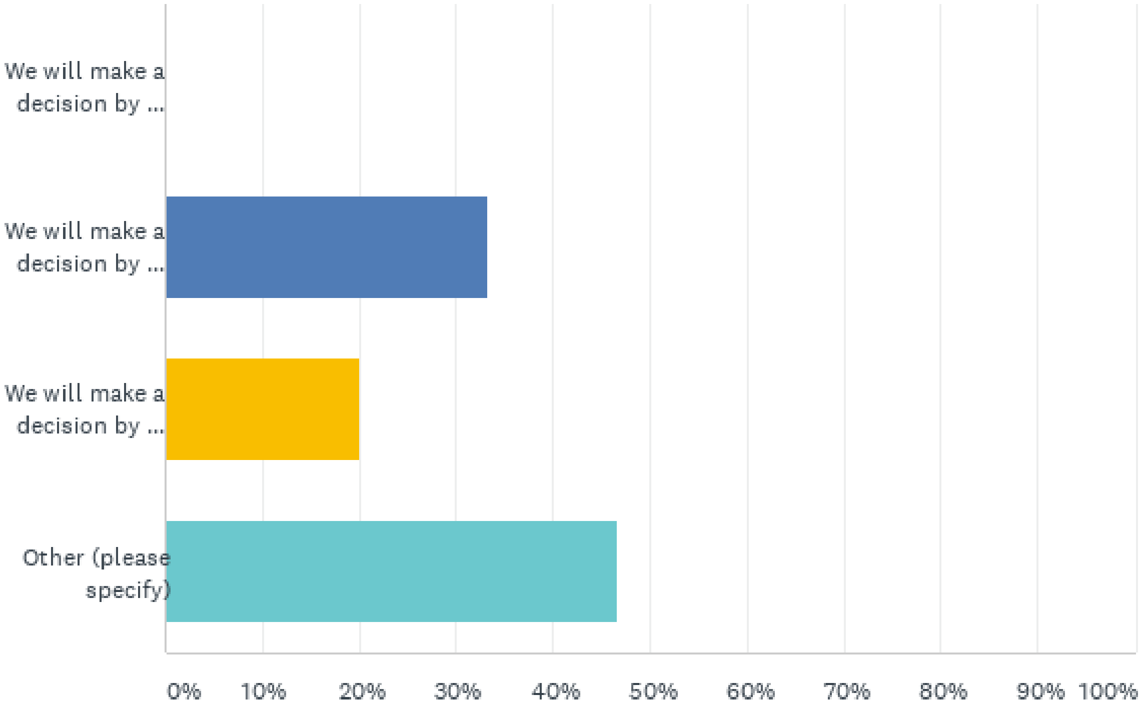
Q5: If you answered "We have not yet decided" to Q1, what factors will most influence your decision?

Answered: 16   Skipped: 18

ANSWER CHOICES	RESPONSES	
Coronavirus positivity rate or case rate	81.25%	13
Progress on vaccinations	75.00%	12
Residents willingness to gather	56.25%	9
Other (please specify)	43.75%	7
Total Respondents: 16		

Q6: If you answered "we have not yet decided" to Q1, when do you anticipate making a decision?

Answered: 15   Skipped: 19



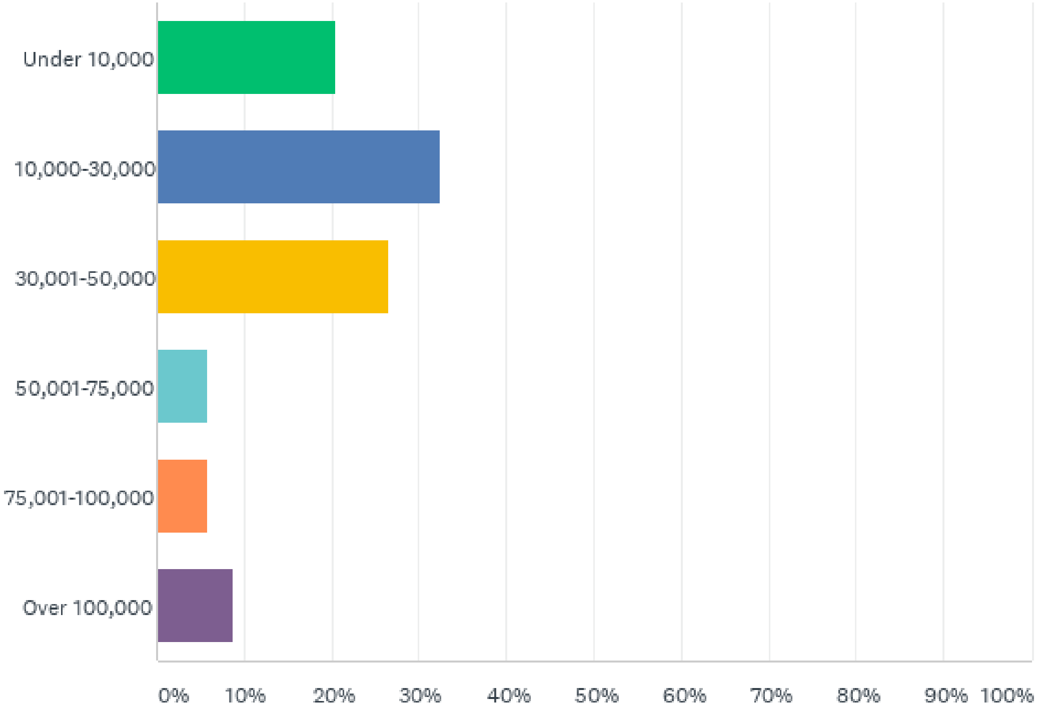
Q6: If you answered "we have not yet decided" to Q1, when do you anticipate making a decision?

Answered: 15   Skipped: 19

ANSWER CHOICES	RESPONSES	
We will make a decision by the end of February	0.00%	0
We will make a decision by the end of March.	33.33%	5
We will make a decision by the end of April.	20.00%	3
Other (please specify)	46.67%	7
TOTAL		15

Q9: Population Size of your City:

Answered: 34   Skipped: 0



Q9: Population Size of your City:

Answered: 34   Skipped: 0

ANSWER CHOICES	RESPONSES	
Under 10,000	20.59%	7
10,000-30,000	32.35%	11
30,001-50,000	26.47%	9
50,001-75,000	5.88%	2
75,001-100,000	5.88%	2
Over 100,000	8.82%	3
TOTAL		34

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Amanda Angevine
Submitting Department: Ice Rink
Item Type: Staff Report
Agenda Section:

Subject:
Ice Arena Update

Suggested Action:

Attachments:
Ice Arena Update Staff Report

City Council
Staff Communications Report

Subject: Ice Arena Update
Author: Amanda Angevine, General Manager
Department: Ice Arena
Date: March 11, 2021

COVID Budget Update:
While Recreation and Golf experienced high demand and revenues during the pandemic, the Ice Arena has been hard hit by the impacts of COVID-19. Expenses remain consistent due to the facility's staffing needs and high utility demands, while revenues are significantly down due to restrictions limiting programming and rentals as well as the willingness for many patrons to return. The facility was closed from March 13 through May 17, 2020. Refunds were issued for canceled classes, leagues, and ice rentals. With a strong start to FY 20, cost recovery was only impacted by 13% for the year.

Continued restrictions have impacted FY 21 more drastically with a 30-40% decrease in cost recovery for the first half of FY 21. Revenue in all areas is significantly down, with the greatest impact on the cost recovery in ice rental, hockey leagues, and classes.

Annual Financial Summary (by fiscal year):

	Expenses	Revenues	Subsidy	Cost Recovery
2016	$ 848,720	$ 753,837	$ 94,883	89%
2017	$ 907,307	$ 824,721	$ 82,586	91%
2018	$ 896,345	$ 837,788	$ 65,852	93%
2019	$ 922,124	$ 845,330	$ 76,794	92%
2020	$ 882,361	$ 700,731	$ 181,630	79%

Mid-Year Financial Summary (July 1- December 31):

	Expenses	Revenues	Subsidy	Cost Recovery
Mid-2018	$ 412,314	$ 442,683	$ 30,369	107%
Mid-2019	$ 443,648	$ 430,721	$ (12,927)	97%
Mid-2020	$ 432,313	$ 466,523	$ (34,210)	108%
Mid- 2021	$ 399,757	$ 248,450	$ 151,307	62%

Note, it is common to see very high-cost recovery at mid-year due to the timing of utility bills and the seasonal pattern of revenues.

Operational Update
The beginning of the pandemic was all- consuming, adapting to frequently changing health orders and proactively protecting both patrons and staff. One significant undertaking was modifying the facility software to support online registration for public sessions instead of in-person. While the changes require more staff time to set up

registration and monitor participation, it promotes a safer environment for front desk staff and the public.

Daily tasks look very different, with a significant amount of time spent cleaning and facilitating online registrations. One of the challenges of operating the facility during the pandemic is that not all ice arenas in the State work with the same restrictions. This has been a source of conflict when patrons wonder why a specific activity is being managed differently in Park City, for example, then it is in Provo.

There are two primary implications from current State Public Health Orders drive the current restrictions at the Ice Arena. They are promoting a minimum of six feet between individuals from different households and the mask requirement. While the State's mask requirement has an exemption for individuals engaged in strenuous activity, so long as they more than six feet from others, the facility has opted to require masks at all times as maintaining six feet is not realistic during most on-ice activities.

Essentially, every activity has had some modification. Below is a list of additional measures in place to limit the spread of the virus.

- Capacities for each activity are set based on the participants' ability to maintain a minimum of six feet from members outside of their household. For e*xample, 6 students per class, 25 skaters on Public Skate, 15 skaters on Freestyle.*
- Furniture is spaced throughout the lobby, decals posted in locker rooms and around the perimeter of the ice, and on the player's benches.
- Online registration is required for all activities, and online payments encouraged.
- A plastic barrier was installed between front desk staff and customers.
- Private lessons are limited to one coach per household, with no group lessons.
- Figure skaters leave belongings in the lobby to reduce congestion at the boards.
- Hockey players are encouraged to arrive dressed and limit time spent in the locker rooms.
- Locker rooms are open for 15 minutes before and after each activity. Some youth clubs are only permitting locker room access before the session to put on skates. Skaters must arrive and leave dressed (except skates).
- Spectators are limited to 50 people
- Youth hockey teams traveling from out of state are restricted.

Some activities such as Drop-in Hockey, private rentals, and birthday parties were suspended. Local youth sports programs have resumed since they are allowed under current state mandates. Clubs have been very engaged in following protocols and facilitate symptom screening and contract tracing and ensuring participants who have tested positive or have been exposed do not return to the facility too early. The staff is grateful for their efforts and continued engagement.

Coming Up
While staff continues to meet the additional demands of the pandemic, we also have a few big projects on the horizon.

Letter of Consent
Every three years, the City and Snyerville Basin Special Recreation District (Basin) review capital needs and funding from the two entities. The current Letter of Consent expires in December 2021.

In 2018, in anticipation of renewing the Letter of Consent, the Ice Arena proposed a one-time $100k contribution and $30k annual increase by both entities to ensure sufficient funding for anticipated maintenance, repairs, and replacements. The Basin did not approve the increase, and the City decided to maintain its contribution level. Considering the shortfall, the facility continues to prioritize cost-controls, deferring projects and applying for grants.

In anticipation of the expiration of the current Letter of Consent, staff has begun discussions with Basin staff about the need for additional funding.

Dehumidifier Replacement
The Ice Arena was awarded a RAP Tax Grant to replace the dehumidifier for $296,507. There is an additional $80k from the facility's Capital Replacement Plan to support the project. The project includes replacing the dehumidifier and an air handling unit with a single, more efficient unit.

The air temp above the ice surface is about 44 degrees. In the warmer months, the air handler unit cools air that is brought in from the outside, and in cooler months, the air is heated. Moisture is created during this process, and the dehumidifier is utilized to remove it, preventing condensation and allowing comfortable conditions. Most importantly, the dehumidification process allows for a high-quality and safe ice surface. Removing moisture also protects fixtures and equipment from rust and corrosion.

The current dehumidifier is at the end of its life, and an energy audit recommended replacement. The 2017 energy audit estimated an energy reduction of 83,320 kWh per year and 13,140 Therms of natural gas per year. A new energy sharing system is projected to reduce operating costs by an estimated $12,500/year and prevent 128 metric tons of greenhouse gas emissions from the atmosphere. Staff is in the process of accepting the RAP Tax Grant and anticipates scheduling the replacement this summer.

Closure
The Facility plans to replace the ice surface every five years. Many facilities rebuild ice every one to three years. To reduce the overall expense and facility downtime, the City paints lines and markings on the concrete surface below the ice (as opposed to between layers of the ice sheet), extending the life of the ice sheet to roughly five years.

The Ice Arena is planning a five-week closure (August 2nd - September 6th) to replace the ice sheet, touch up underlying paint, and rebuild the ice. The Ice Arena team continues to focus on the health and safety of the community and is looking forward to the months ahead.

Agenda Item No:

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

Subject:
Consideration to Approve the City Council Meeting Minutes from February 11 and 25, 2021

Suggested Action:

Attachments:
February 11, 2021 Minutes

February 25, 2021 Minutes

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

February 11, 2021

The Council of Park City, Summit County, Utah, met in open meeting on February 11, 2021, at 3:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Mayor Beerman read the Determination of Substantial Health and Safety Risk.

SPECIAL MEETING

I) ROLL CALL

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

Council Questions and Comments:
Council Member Worel updated the group that many residents were getting first doses of the COVID vaccine out of the county and she stated in those circumstances they would have to go out of the county for the second doses as well. She also stated that those ages 65-69 would be able to pre-register for the vaccine the first of March. Council Member Worel indicated phone calls were being made to those that had pre-registered to make sure they received their emails to schedule the vaccine. She also noted people requesting in-home vaccinations would be accommodated.

II) DISCUSSION ITEMS

1. Affordable Housing Discussion – Public/Private Partnership Task Force Update and Summary:
David Everitt, Deputy City Manager, indicated the Arts and Culture District housing element instigated a conversation on affordable housing in general. A special taskforce was created, and a report of things discussed at that meeting would be given today. Jason Glidden, Affordable Housing Manager, indicated 300 units were needed to reach the 800-unit affordable housing goal. There were code amendments coming for Council approval that would make it feasible for private developers to build affordable housing. He thought the taskforce meeting was helpful and he was encouraged with the feedback. Some takeaways from the meeting were City projects were more expensive than private development, access to land was critical, traditional funding sources might be available to make projects feasible, allowing mixed-use housing by adding commercial spaces would offset housing costs, and permitting a housing project was expensive and time consuming.

Council Member Worel thought there were many opportunities available and she looked forward to future taskforce meetings. Council Member Gerber stated she heard the low-income tax credits were not a good fit for the City. Glidden explained that the developers and nonprofits were confident the credits could be used, but they hoped the credits would cover as many units as possible. Erik Daenitz, Budget Department, stated there were two separate programs for tax credits and one program was based on the quality of the application, which might be a better fit for the City. Mayor Beerman thought the credits had certain limitations based on areas in the City that would or would not qualify. Daenitz stated he would do more research on that. Council Member Henney stated Rory Murphy could build units for $400 per square foot and the City projected this housing cost to be $520 per square foot. Glidden indicated the City had to work on getting building costs down to market value. Council Member Doilney stated Council needed to determine what it wanted from private developers and then let them see if they could build it. The City had requirements that could raise that cost, including the requirement to build all units to be net zero.

Council Member Henney indicated the seasonal workforce was the employer's responsibility, but the workforce was a City responsibility. He wanted to better define the workforce that the City should target. He indicated a priority system was set up for specific projects, but the terminology needed to be discussed. Everitt asserted the cost estimates for housing were accurate. Mayor Beerman stated an RFP would be beneficial so Council could see the costs from the private sector. Council Members Joyce and Henney related Mountainlands and Habitat for Humanity were the two groups currently building affordable housing and they could give accurate cost numbers. Glidden stated both groups were part of the taskforce and the representatives indicated there was a premium to build in Park City. Council Member Gerber favored drafting an RFP to see those private development proposals. She asked for a discussion on the rental model since there would be associated operating costs. Everitt indicated he had not heard interest for using private partnerships for the district project, only for other affordable housing projects. Council Member Worel thought the taskforce would help with the Arts and Culture District housing. It was indicated the discussion was not on the Arts and Culture District.

Mayor Beerman stated one way to keep the Arts and Culture District cost down was to add market rate commercial and residential units. The private partnerships would be used on other housing projects. Council Member Joyce had the same understanding as Council Member Worel that the taskforce would help with the Arts and Culture District as well as other projects. Council Member Doilney thought the Arts and Culture District had a big opportunity cost of leaving no money for other housing projects, and the private partnerships would offset that opportunity cost so projects could continue. Council Member Joyce noted the Budget Department presented the housing pipeline, so he didn't consider housing an opportunity cost. Mayor Beerman stated there were two parcels of land, the Arts and Culture District and the broader area labeled the District, and this was a District discussion to decide where Council wanted to put the majority of housing. Council Member Gerber requested a discussion on creating a plan for additional funding opportunities for future housing. She indicated the housing pipeline would fund projects in the future, but it was not enough.

Daenitz displayed a projected cost sheet for affordable housing and stated density bonuses, reduced parking requirements and free land would make projects more appealing to private developers. Council Member Henney asked if the density bonus would be for affordable or market rate units. Glidden stated a developer would have to build at least 50% affordable units to qualify for a density bonus. Council Member Henney stated the Homestake project was 100% affordable and he didn't want to give away 50% of the units to market rate units. Mayor Beerman requested a link to the spreadsheet displayed so Council could manipulate the percentage of affordable units to market rate units to determine a model that would be appealing to developers. Council Member Joyce asked if the Arts and Culture District and Homestake housing plans had the same square footage per unit. Glidden indicated the Arts and Culture District had smaller units and Homestake would have larger units. Council Member Joyce requested comparisons that showed bedrooms and square footage between the developments.

Everitt displayed the Housing Priority Matrix from the previous meeting and discussed the results. The top score was how the development affected traffic impact and the lowest score was the lower housing cost per inhabitant. Council Member Worel asked if there was a discussion on cost per inhabitant. Everitt stated the more common factor was cost per unit. Glidden stated occupants were now being tracked so those numbers could be analyzed. Council Member Henney suggested filling out the matrix yearly to determine priorities. Mayor Beerman thought the matrix was a good tool to guide the Council as they made decisions.

Glidden displayed a chart showing City-owned land. Council Member Joyce indicated all the parcels had issues that would need to be resolved before housing could be built on them. He hoped some of the issues could be worked on while the Homestake project was implemented, so upon completion, another parcel would be shovel ready. Mayor Beerman indicated the work on the parcels was not in progress because the focus had been on Woodside Park II and Homestake, per Council direction. Council Member Worel indicated developers were concerned that there was a lot of red tape associated with the building process and it would help to cut down on that. Council Member Henney stated the City had a housing pipeline and it needed to be nimble in case Council shifted its focus. He favored doing groundwork on the two parcels currently being prioritized so they could be viable options. He was not interested in developing Sandridge and Marsac 100, but he thought effort should be put toward Ontario Mine Bench and Clark Ranch.

Mayor Beerman summarized Council wanted to issue an RFP for private/public partnerships and asked if the RFP should be for the Homestake parcel. Council Member Gerber asked if the rental model revenue from a public/private partnership could be used for a different project. Daenitz stated the rental revenue from the Arts and Culture District could be held or could be bonded against to use for another project. If a public/private partnership was used for Homestake, those revenue funds would not have to be used and could go towards a different project. Council Member Doilney thought an RFP could be put out for multiple projects. Mayor Beerman agreed they weren't limited to one project at a time. Council Member Joyce stated the challenge was that the parcels had issues and the developers would see those limitations. He hoped to rectify the issues so RFPs could be issued for those parcels. Glidden asked which parcels should be prioritized. Council Members Joyce, Doilney, and Worel favored Clark Ranch, Ontario Mine Bench, and Sommer in that order. Council Member Worel asked if the City would need to work with UDOT for access before a development could be planned for Ontario Mine Bench. Glidden stated the City would have to meet the State guidelines for access.

Council Member Gerber asked if the Flagpole Lot should be on the list. Glidden stated other parcels could be added. Everitt stated Council should look at the prioritized criteria from the matrix when considering these parcels. Council Member Gerber thought Woodside Park II could be looked at again, to which Glidden affirmed. She thought there were fewer issues with that parcel. Mayor Beerman stated Council asked staff to move their efforts from Woodside Park II to the Arts and Culture District, but it would be worth looking at Woodside Park II again. Everitt asked if Woodside Park II could be liquidated to fund other projects. Mayor Beerman thought Council was interested in hearing all options.

Council Member Henney indicated the private affordable housing developments in town had pitfalls, including health and safety issues and exploitation of tenants. By using private partners, the City would give up control, rental revenue, and financial stability. He hoped Council would look at those risks.

Glidden discussed some project factors that would influence developers, including location, targeted Area Median Income (AMI) levels, rentals or ownership, unit sizes, and net zero elements. Council Member Joyce stated the City didn't have housing inventory that was affordable to the lowest income demographic. He thought the City was interested in constructing rentals to reach that lower AMI population. Council Member Henney thought the AMI goal should be 60% or lower. Council Member Gerber was comfortable keeping the AMI at 80% or less. Council Member Doilney indicated a private developer would look at a return on equity, so the City needed to be flexible by having an AMI range for units. He thought any model should start at 80% or below and then toggle between factors that influenced the attractiveness of the project. Council Member Joyce asked to relate professions to the AMI level. Glidden stated he had some information and could look further into that. He noted the housing units could range from 30%-80% AMI and they would average 60% AMI. Council Member Henney stated the median wage for the Park City workforce was $44,000 and $90,000 equaled 80% AMI, so there was quite a gap. He liked the rental model as proposed, but wanted it closer to the AMI level of the workforce.

Daenitz asked if the rental model should have 50% AMI as an input, and noted in previous discussions the rental model was shown with an AMI of 80%. Council Member Gerber thought having an AMI range was good so the average AMI would be lower. Everitt noted additional funds could be provided to lower the AMI percentage. Council Member Joyce asked Daenitz to update the rental model with current cost per square foot estimates. Mayor Beerman indicated if $44,000 was the wage to target, the City should focus more on workforce housing instead of community housing. Previously, Council felt the big employers should step up to provide that housing and asked if the City was taking the pressure off by building these rentals. Council Member Joyce agreed with Council Member Henney and thought there should be a better definition of workforce housing. Council Member Gerber felt the workforce was the community and fulltime residents should be counted as workforce. Council Member Henney agreed and thought there was some differential in seasonal, but seasonal employees could transfer to fulltime workforce. Council Member Doilney stated the RFPs could address the problem with feasibility on different properties. Housing in town would have higher density and land further out might be better suited for families. Glidden thought the workforce in general would want smaller units.

Council Member Worel asked if housing funds could be used on projects outside the City limits. Council Member Gerber preferred to start with infill so as not to contribute to sprawl. Mayor Beerman asked for direction on AMI limits. Council Member Gerber wanted the average AMI to be 80%, and was fine having higher AMIs if that meant there were lower AMI units. Council Member Henney was open for averaging the AMI, but hoped for a lower AMI. Council Member Joyce was not comfortable building rentals for those at 80% AMI. He thought the City could help fund the project to bring down the AMI or build commercial on the bottom level to make the lower AMI work. Council Members Henney, Joyce and Worel felt 80% AMI was too high for rentals. Council Member Henney felt 60% AMI was good. Council Member Joyce wanted to know the AMI for those earning $40,000-$70,000 and target that range. Council Member Henney thought the target range would be more for those earning $35,000-$50,000. Council Member Doilney indicated the City would have to make concessions or nothing would get built. Council Member Joyce stated the City could compensate with other options like the ones he previously proposed. Council Member Worel asked Glidden what the taskforce committees would discuss if they were created. Glidden indicated they could look at ways the City could make a low AMI work for a developer. Mayor Beerman asked Glidden to bring back some options for Council to discuss. Council Member Gerber asked how commercial was different than higher AMI units. Council Member Joyce felt commercial could be lucrative which would bring down the AMI, but the committees could compare that and bring back those numbers. Glidden stated commercial would add vibrancy to the project.

Mayor Beerman stated further discussion could continue at the next meeting. Council Member Joyce wanted to have an Arts and Culture District financial discussion before finalizing other decisions for the district. It was indicated Glidden could come back next month with a report on the direction given him today.

2. Review and Discuss Interview Process and Date for Planning Commission Vacancy:

Michelle Downard, Resident Advocate, updated the Council on Planning Commission vacancies. She indicated there were two vacancies and 13 residents had applied to fill those spots. Mayor Beerman indicated it would be nice to interview all candidates, but all the boards and commissions were getting large numbers of applications, and he asked if the process could be more efficient. After some discussion, Mayor Beerman stated the Council would rank the applications and if there were strong differences of opinion, then the Council could interview all the applicants. He indicated the application period would close Monday, February 15th. The Council decided to interview the top ranked candidates March 10th or 11th.

III) ADJOURNMENT

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

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

February 25, 2021

The Council of Park City, Summit County, Utah, met in open meeting on February 25, 2021, at 3:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Mayor Beerman read the Determination of Substantial Health and Safety Risk.

WORK SESSION

Park City Arts and Culture District Follow Up Discussion – Finance Plan:
Jed Briggs, Budget Manager, reviewed that the December sales tax revenue was down nine percent from last year, but it was higher than the projected numbers and he felt encouraged. With regard to the Arts and Culture District, he displayed three scenarios for how the project could be financed:

Scenario One – the full project buildout/$89,165,450: Housing revenue included funds from Transient Room Tax (TRT) and Additional Resort Sales Tax (ARST) bonds, the remaining funds from the senior center and the firehouse sale, the remainder of the soils repository budget, and funds from the Housing fee-in-lieu. Non-housing revenue sources were the TRT 2022 bond, TRT related Capital Fund balance, and the assumed sale of land to the district partners. Transportation and walkability revenue would come from the Transportation Fund.

Scenario Two – Parking, Buildings Two, Three, and Four, and a RFP for Building One (private developer)/$63,957,714: The Housing revenue would be removed, the TRT and ARST bond would be higher and all other revenue would be the same as Scenario One.

Scenario Three – Parking, Buildings Two, Three, and Four, and bottom level of Building One/$67,707,714: Revenue would come from the same sources as Scenario Two with an additional amount on the TRT and ARST bond.

Council Member Gerber noted the cost was only $25 million less than the total budget if Building One was removed. David Everitt stated there were fixed costs that would still be needed for the other aspects of the project and the housing money would not be used to cover those costs.

Mayor Beerman asked what revenue would be from TRT bonds and what revenue would be from ARST bonds. Daenitz indicated a $9 million TRT bond and a $33 million ARST bond would be issued. Briggs stated ARST funds could only be used for Main Street and Open Space, but Council could appropriate them as they chose, so they could be used for the Arts and Culture District. Council Member Henney asked to see the list of Old Town Infrastructure Study (OTIS) planned and completed projects. Discussion ensued on some of the projects from that list. Dias stated staff could come back with the status of the projects on the list. Council Member Doilney was interested in seeing the opportunity costs that would come with using each category of funds. Council Member Joyce stated there was a lot of discussion on connectivity being part of the Arts and Culture District project, but he hadn't heard that funding had been allocated for connectivity. He stated if it was planned to be part of the district, the cost should be part of the budget.

Council Member Henney stated the scenarios showed that no property taxes were being used to pay for the district, but the funding was coming from tourism dollars and the district was going to be repurposed for tourism. Council Member Joyce knew this was tourist funded, but his concern was the opportunity costs that the City would now have to delay or give up. Mayor Beerman noted that the ARST funds and other funds could only be used for certain purposes. Council Member Doilney asserted there was an opportunity cost for not building the Arts and Culture District. He thought there were only two options for this location - the Arts and Culture District or 100% affordable housing. Council Member Henney stated this parcel was always intended for public benefit. Council Member Worel indicated the Council had an obligation to do what it said it would do. This district was intended to diversify and expand the economy. Council Member Henney thought the district would benefit the community and tourists would benefit as a bonus. Council Member Worel agreed and stated this would be a community gathering center. Council Member Gerber thought there was room for nonprofits to fundraise for this project in order to take some burden off the City. Council Member Henney noted Sundance and Kimball Art Center were investing massive funds as well.

Briggs reviewed the City would only bond against 65% of the total ARST/TRT revenues. There was TRT and ARST cash funding over and above the annual debt payment, and 100% of that revenue could be used for the Arts and Culture District. Mayor Beerman asked if cash projects could be done with the surplus tax revenue that didn't get allocated for bond repayment, to which Daenitz affirmed.

Council Member Doilney discussed future plans for gondolas as a transportation solution, and asked if that would be one of the opportunity costs for constructing the Arts and Culture District. Council Member Henney thought that discussion would revolve around the Olympics, since that event would bring federal money for a gondola project. Briggs noted staff was budgeting for Transportation over the next five years and there were many funding sources that could be pursued.

Council Member Joyce asked staff to report back on the average Capital Projects budgets funded each year for the last five years. Daenitz stated the average ARST cash expenditures were usually under $1 million a year. Dias stated the Budget Department projected annually for Capital Projects, based on the previous year's Capital Fund budgets. The City would borrow today, but it would use the funds over the next few years as projects were implemented. Council Member Doilney asked how much of the budget the Arts and Culture District was using. Dias stated this funding had been set aside and was ready to use for housing, transportation, etc. Council Member Gerber agreed that the project felt like less of a burden when people knew the money was coming from TRT revenue, Housing and Transportation funds, etc.

Briggs noted the City goal was to never go above 50% debt ratio to revenues collected. He recommended Council consider expanding the use of ARST from OTIS for the Arts and Culture District with a 20-year term bond. Daenitz reviewed that the municipal borrowing rates had a negative interest rate in real terms and noted this would not last for long.

Briggs displayed a chart showing projects the City completed with ARST revenues. Council Member Worel asked how market rate commercial units would reduce the project cost if they were added to the district. Daenitz stated residential rentals would continue to support housing, but with commercial rental revenue, the City would have flexibility in how to use that income. Everitt thought the revenue could offset the need for TRT funds or it could be additional funds for programming or maintenance in the district. Briggs thought commercial market rate units would be an operational boon for more programming. Council Member Henney indicated market rate commercial would create vibrancy in the district. Council Member Gerber asked how restrictions could be placed on commercial units to make sure the businesses in those spaces were in line with the community values.

Council Member Joyce worried the bonding for the district would bind future Councils with debt for 20 years, which was out of the normal bonding bounds of 15-year bond terms. He suggested the City bond for 15 years and issue a GO bond for the remaining funding gap. Council Member Henney recognized those concerns, but he disagreed in the need for a GO bond because of the cash revenue the City consistently received above the debt obligation, which could be used for projects annually. Mayor Beerman indicated the City did not go into debt unless the public favored what it was needed for, so the debt was not irresponsible. Council Member Doilney agreed the City had not bonded in this way before, but it was a transformational project that would be the heart of the City.

Everitt reviewed there was an option of value engineering the housing portion and in Buildings Two, Three and Four, office space could be substituted for residential units. The tradeoff would be no artist housing for those buildings. He thought the residential component in Building Three was necessary. Council Member Henney asked how the Housing funds would be used if they didn't go to the Arts and Culture District. Council Member Worel asked how much housing would be lost with Scenarios Two or Three. Everitt thought 50 residential units could be built on the parking lot pad in the future. He stated if Council went with Scenario Three, there would be additional time to figure out the housing piece before it was necessary to move forward with the housing component. Council Member Gerber thought the Arts and Culture District housing would fund future housing projects. She stated the extra cost for doing the total buildout was $25 million more, which was a pretty good deal and would result in building efficiencies.

Council Member Henney thought Homestake could be used as the funding source for future housing projects instead of having the Arts and Culture District as the funding source. Council Member Gerber indicated it was difficult to find land and a lot of money would be wasted while Council continued with ongoing discussions on housing and opportunity costs. Council Member Doilney stated that $25 million broke out to $500,000 per unit and he thought housing could be built cheaper elsewhere. Council Member Gerber stated the costs would continue to rise as time went on, and this was the way to go right now. Mayor Beerman stated Scenarios Two and Three left the door open to construct housing on this parcel. Council Member Henney favored moving forward with the project even though a scenario had not yet been chosen. Mayor Beerman stated there should be one more meeting to receive public input and to decide how to proceed.

Regarding the 20-year bond, Council Member Doilney asked what projects would not be implemented if the bond was used for Arts and Culture District. Mayor Beerman stated public input should be received on this. Everitt asked if office space should be considered for the district. Council was not in favor of office space and felt it would not contribute to the vibrancy of the district. Council Member Worel hoped for commercial spaces with cultural diversity. Everitt asked if a comprehensive resolution would be appropriate so people could see what was being considered. Council Member Gerber thought there should be a breakdown of the portion paid by residents versus tourists. Daenitz stated an estimation could be drafted, but the numbers would not be 100% accurate. Mayor Beerman preferred drafting a proposal for the public to review. The Council was ready to hear thoughts from the community. Council Member Henney noted there had been many emails regarding the Arts and Culture District.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce (excused at 7:50 p.m.) Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present via technology
None	Excused

II) APPOINTMENT

1. Appoint LGBTQ+ Task Force Council Liaison:
Leah Langan, LGBTQ+ Liaison, stated the first LGBTQ+ external taskforce meeting occurred this week. She stressed allies for this group were critical and she requested a Council liaison. Council Member Henney volunteered to be the liaison and Council Member Gerber offered to be the backup liaison. The Council agreed to the appointments.

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:
Council Member Doilney reminded people February was Black History Month and March was Women's History Month. Council Member Worel indicated the library was opening Monday, March 1st, and it had a new website. Council Member Gerber attended the Historic Park City Alliance (HPCA) board meeting, and indicated they approved continuing the car-free Sundays for this year. Council Member Henney thought the car-free idea was a good consequence of COVID. He enjoyed the engagement at the Park City Leadership meeting as well as at the State of the City address this past week. He liked the Golf staff report that called out the challenges and how staff handled those. He asked for an agenda item to discuss the City/County Transit separation because of rumors that there were hard feelings between the City and County. He clarified that there were transit frustrations, and the separation was the best way to solve the frustration.

Mayor Beerman indicated the City and County built the Transit system and now the County wanted to expand the service in the County limits. Council Member Henney wanted the public to know this was a positive separation. Mayor Beerman thanked those who made the State of the City a success. There was great participation, and he was pleased with the result.

Staff Communications Reports:

1. 2020 Golf Season:
Vaughn Robinson reviewed that the golf course opened as everything was shutting down from COVID. By the end of the season, the protocols were the normal routine for staff. He stated the golf carts were in great demand since more people wanted private carts. He would come to Council at the next meeting to request more carts for this season.

2. McPolin Farm COVID Update:

3. Marsac 100 Petition and Property Status:
Council Member Worel noted that the last paragraph of the report requested direction from Council. She asked for a future discussion on this topic and wanted a stance from Council to never protect the parcel or to protect the parcel. The Council was not in favor of having that discussion. Council Member Doilney indicated the City had affordable housing concerns and so he was not in favor of dedicating property in the City limits for open space. Mayor Beerman stated the City owned 50 properties in the City and it did not have to determine a status on each of those. He noted this property was low on the priority list and reiterated there were no plans to improve that property. Dias stated there was a petition by neighbors concerning this parcel and the City didn't acknowledge it immediately because of COVID priorities taking staff time.

4. Soils Repository and Gordo Property Update:

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

Mayor Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda.

Jeff Edison, via Zoom, stated the community prioritized trails and green space. He reviewed the history of 100 Marsac, including that a study showed that the parcel was not feasible for affordable housing. The parcel was important to the neighbors for accessing trails and walking their dogs. They hoped for resolution so the property's status was not up in the air to the neighbors.

Sergio, via Zoom, wanted the Council to rescind State Code 24-4-207, the use of remote public meetings during emergencies, because he felt it was unnecessary. The CDC stated nobody was at risk. Mayor Beerman stated the City followed the recommendations of the Summit County Health Department and they followed the State of Utah recommendations.

Mary Christa Smith, via Zoom, thanked the Park City School District and other school districts in Summit County for opening for in-person school. She indicated it had a huge mental health benefit for the students.

Ed Parigian, via Zoom, indicated Council had discussed the Arts and Culture District for over two years. The project could be re-imagined, but he thought there would be detrimental opportunity costs if the district was not constructed.

Cheri Beck, via Zoom, thanked Council for their future-focused management of the City. She stated the Kimball Art Center (KAC) was a force in the community and it was needed. Creating the Arts and Culture District would clean up that part of the City and would create a hub for the City. She felt the Arts and Culture District with the KAC in it would be an asset to the community.

The following were eComments and emails submitted to the Council:

Lisa Shine email: "I am very passionate in my support of the Arts & Culture District moving forward. Not only am I a working artist but i also serve on the Board of the Kimball Art Center and have for the past 4 years. Additionally, I am fortunate to be able to participate in PCSC arts councils pop up galleries and art shows. This district is essential to connect the arts organizations in Park City and provide a hub for a vibrant arts community. Park City and our county is home to a significant amount of artists of all modes and media. This district will be a mecca for them and in turn will expand our creative communities as well as be draw for tourism and local life. I believe that aside from our robust outdoor recreation, the Arts already do and will continue to drive increased tourism and revenue to our local businesses, strengthen our economy, and are a fundamental component of a healthy community. Additionally, the A&C district offers a web of exciting new access by providing community spaces, pedestrian walkability, open spaces, affordable housing and transit and traffic solutions. A&C is essential to our community and i look forward to seeing it come to fruition, to spending a great deal of time there and possibly having a studio in the district."

Aldy Milliken eComment: "I am making public comment in support of the Arts and Culture District for Park City. Thank you so much for pursuing this dynamic project on behalf of our citizens."

Renee Huang email: "I'm writing to pledge my support for the Arts & Culture district in Park City as a 11-year Summit County resident (moved here in 2010 for the summer; stayed for the winter!) with two kids in the Park City public school system at Treasure Mountain Junior High and Ecker Hill Middle School. I am also writing from my role as the Director of Communications and Digital Media for Utah Symphony | Utah Opera, which as you know, has hosted the Deer Valley Music Festival for 15+ years in Park City as the orchestra's summer residency. You will have received many emails in support of the economic benefits and ways the arts create culture in a community. Just as strong is the desire to make art a way of life that fosters connection. Park City does such a great job of creating access to outdoor active lifestyles that keep our bodies physically healthy. However, the arts stretch the imagination and enliven the mind in ways that are incomparable. Artistic expression allows a connection within people and between people that leads to greater understanding, diversification, open mindedness and acceptance. Art is a "safe" space for people to express and consume distinct perspectives in a judgement free zone. We see people from all walks of life during the Deer Valley Music Festival and the experience that they leave with is one of immediacy with their surroundings, an appreciation for their loved ones, and a general sense of wellbeing that can be attributed to the ability of music to open people up to possibility. Art does this – it expands us and provides hope through timeless connection and inspiration. The creation of an Arts & Culture district that will devote itself to all aspects of art is fundamental for the continued growth and vibrancy of our community. Not only will the resulting connectivity enrich all facets of life in work, school, play and beyond, it will continue to attract to our region forward thinking creators who will contribute to that upward creative expansion. As we have seen hundreds of families move to Park City over the last year for its educational access and progressive lifestyle, an Arts & Culture district will further allow those newcomers to anchor into a community of innovators and creators, and give them even more reason to stay and invest in our region in the long term. In short, the arts are not something you dabble in as a hobby or occasional pastime. They are a vital part of a well-rounded human being that when fully activated, leads to even greater potential in creating a balanced community spirit. You don't consume the arts – you become part of the living, breathing creation that the arts provides and they, in turn, enrich your life and experience tenfold. That's why I support the continued investment and creation in an Arts & Culture district in Park City."

Alix Railton email: "I support the Arts & Culture district. I have been a Park City resident for 30 years. I have raised two wonderful children here, with my husband. I am a fulltime artist, a goldsmith. I sit on the board of the Park City Summit County Art Council and I am a member of PCPAA. I feel, quite strongly, that the contribution that art and culture make to our community, in fact, to our world, is crucially valuable and important. I am pleased to see the city and community being so willing to take so seriously, this essential and substantial investment in our future. Especially in these turbulent times-art and culture can sustain and support our community both in terms of intellectual health and mental health. This investment in arts and culture spaces will also be a conduit to a more equitable and vibrant community. A vibrant Arts and Culture district will also contribute significantly to the financial health of our community. This is an essential investment, especially as the climate end environmental changes taking place change how and why people are drawn to our wonderful society."

Claire Wiley eComment: "In support of the Arts and Culture District: We are so in tune with our environment here and we find connection in the activities our surroundings afford us. Similarly, we can find connection in the arts. Adding a more robust layer of arts and culture into our town will only create a more diverse, vibrant and connected community."

Mark Maziarz eComment: "I'm a fine art photographer who is in support of the Arts and Culture District. I've been giving this a lot of thought, and I want to thank you for your work in looking at creative ways to make this district happen for our town. The right half of my brain is excited about the studio spaces, the maker spaces and the retail aspect, but that excitement is tempered a bit by the left half of my brain which has a degree in economics. I understand what you're dealing with and thanks for your commitment. I have 2 comments: when I talk with people about the district, I sometimes hear that we already have a lot of galleries in Park City. That's true and a lot of them are great galleries, but galleries are usually the last step in the art creation process. All our galleries pay really high rent and they need to display art that sells. The Arts and Culture District can serve as a sort of an art incubator where artists can take creative chances with new subjects, new techniques and new forms of presentation. That, for me, is the real value of the district and the most exciting part of it when you consider the collaborative nature of a bunch of artists of varying experience and skill levels working in an art space. The second comment is that if you build this kind of vibrant, creative art incubation space, you'll have people chomping at the bit to be part of it. Either by taking studio tours or mini-classes or process presentations, or if we can do artist residencies, we can offer what I've called vanity residencies where people are paying to stay in the district and collaborating with and learning from other artists. Thanks for your time and if anyone has any questions or wants to brainstorm, please get a hold of me. Thanks."

Amy Trombetti email: "I serve on 3 non-profit boards, The Arts Council, UMOCA and Encircle Heber Advisory Board. I am also an educator and work in Special Education. I am a resident of Park City and have an office in Park City. When I moved to Park City I found the Arts Council. This was a path for me to be introduced to new people in the community, attend events that were not flooded with educators and parents talking shop and I made the most amazing friendships. A whole new world was introduced to me. I found a creative outlet I never knew I had and am so thankful that I had the arts and it really saved my mental health especially during the pandemic/shut down. We know Arts and Culture is a priority for our community and vital to our culture. Making a substantial investment in Arts & Culture, a priority at the City, is essential. This development is much broader than just arts and culture. This adds affordable housing, transportation components, and the district will connect creative hubs throughout our community (i.e. walkability to Eccles, the district, Jim Santy, PC museum/Main Street, bring more vibrancy to Prospector Square and Ironhorse District). These are just a few of many opportunities this district would provide. Please continue moving forward with the Arts and Culture District. We do not need one more disappointment after being shut down and so deprived of social outlets and community outlets. We need something to look forward to. Below are a few highlights from the state of the Arts Report (2019 data):

Arts & Culture industries in Summit County produced a total of 4,243 jobs with 1,727 people in Summit County directly employed in Arts and Culture; The local Arts and Culture community received $2,806,891 in grants; Projected growth of jobs in Arts and Culture industries produced an estimated $1,800,000 million in taxes."

Matt Mullin eComment: "I support the Arts and Culture District. While COVID has presented challenges we are all dealing with from a financial standpoint, it has also made one thing abundantly clear. In-person teaching and engagement improve the human experience. This district will give us all of that. Time spent together, creating, observing, and enjoying what we can all do when given the space and place to do it. We have the place, the people, and the money to build something that will let all of us see each other more often, build bridges across our micro-communities, and elevate the hearts and minds of every person in Park City."

Carol Sletta email: "I was one of the residents who met with the consultants, giving input why this location was not good for affordable housing or any housing, for many reasons. (I was a little surprised that I was not advised that 100 Marsac was being discussed since I had attended the meeting with the consultants and Park City residents.) Public safety: Marsac/"Mine Road", Chambers, Prospect, Sandridge, Hillside--quite the intersection area to add another street in this Historic neighborhood. This is an intersection that consistently sees vehicles running the stop sign heading north on Marsac. And let's not forget the runaway truck lane just south of this parcel. Let's not be short sighted and sell off this open space to a developer. Wasn't the intent of the City purchasing this parcel to keep it as Open Space?"

Sam Oh email: "My family and I are residents at 206 Ontario Avenue. We are vehemently opposed to any residential or commercial development at 100 Marsac. We feel strongly that the location should be permanently made into greenspace. The density in Park City is already at a breaking point. While the dollars and cents of these types of projects are compelling, they are always irreversible. Once the space is converted, we cannot get it back to greenspace. While we recognize that affordable housing is an issue, it cannot come at the expense of overcrowding and the long term harm that density of this nature brings. We implore you to reject the development proposal and make the space green forever."

Clive Bush email: "In response to the 100 Marsac Agenda Item, please note the attachment - I would ask that you consider reviewing your errant policy of retaining this parcel for its perceived value as future developable land. The City was very fortunate to get this property at a bargain, basement price - may you now raise it to its full value of very rare and priceless open space in Old Town."

J. Alden Philbrick email: "I understand that you are restarting discussions at the Council meetings regarding the development of the parcel known as 100 Marsac Ave. We voiced opinions when you were looking at creating many home sites at that location and determined that it was not economically feasible, as we argued. Apparently, there is new discussion along those lines and we are adamantly opposed. It needs to be used as greenspace as the terms of the Talisker transaction dictate after the low income housing option was taken off the table. Any development there crosses many reasonable lines of informed analysis and should not be pursued. Old Town will lose valuable highly visible Greenspace, traffic on Marsac will escalate to problematic levels, the expense is enormous, and the environmental issues are many. Please do not proceed with this development."

Roberto Albarran email: "As long time Park City residents, we have worked to protect 100 Marsac for almost 15 years. Let's make sure we keep it as Green space for the present and future as well."

Jeff and Emma Sopko email: "We live on Sandridge Avenue across from the 100 Marsac site that has been under review for potential development. We understand that there is a virtual meeting tomorrow, Thursday, Feb. 25 and that this meeting will include an update on the status of the 100 Marsac property. While we have lived at our current address on Sandridge for 3 years, we understand that the 100 Marsac property has a quite a legacy, and it's future has been under review for almost 15 years with the latest decision in June, that the site is not a feasible location for housing development. We strongly support that 100 Marsac be used as greenspace to protect and maintain this area for residents, pets, and wildlife alike. Additionally, there are significant important historical structures on the site, which are worthwhile to preserve Park City's history. To prevent continued re-evaluation and deliberation regarding the future of this site (which apparently has been already iteratively evaluated), we would like to ask that the Council designate this space as greenspace for historic Park City once and for all to end further re-evaluation and debate regarding the use of 100 Marsac."

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 4, 2021:

Council Member Worel moved to approve the City Council meeting minutes from February 4, 2021. Council Member Henney seconded the motion.

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

VI) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract for a Drinking Water Source Protection Plan Update and Continued Technical Support Related to Ground Water Sustainability, in a Form Approved by the City Attorney, with Loughlin Water Associates, LLC, in an Amount Not to Exceed $135,500:

2. Request to Authorize the City Manager to Execute an Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Lithos Engineering Inc., for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed $100,000.00:

3. Request to Grant an Easement for Construction and Maintenance of Wastewater Collection and Transportation Pipelines and Appurtenances, across City-Owned Property to Snyderville Basin Water Reclamation District (SBWRD):

4. Request to Grant Non-Exclusive Rights-of-Way, Easements and Environmental Deed Restrictions Associated with the Alice Claim Subdivision, Across Parcel PC-S-55-X to King Development Group, LLC, Questar Gas Company dba Dominion Energy Utah, and Rocky Mountain Power, in a Form Approved by the City Attorney:

5. Request to Authorize the City Manager to Execute the Professional Services Agreement with Optibus Inc., for Software Installation and Support to Facilitate Enhanced Transit Route Design and Driver Schedule Optimization, in an Amount Not to Exceed $61,000 Per Year, for Three Years, in a Form Approved by the City Attorney:

Council Member Doilney moved to approve the Consent Agenda. Council Member Henney seconded the motion.

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

VII) OLD BUSINESS

1. 2021 Legislative Update:
Matt Dias, City Manager, indicated cities and towns felt they were under attack and legislators thought local control should be diminished. Nightly rentals, building regulations, a MIDA bill, a sales tax bill, and other micromanaging bills were pervasive this year. The billboard legislation died on the floor, and the building regulations bill stripped local regulations for windows, inspections and other measures. Dias thought Park City would get an exception for the historic district for its billboard. The accessory dwelling unit bill would allow units in any zone in the community. The City tried to

preserve the residential unit by requiring that the dwelling would have to be owned by a primary resident and the accessory units would not be permitted for nightly rentals. Council Member Doilney wondered if the impact on the community was not related to the legislators. Dias indicated the statewide realtors' association was in favor of the bill and he thought work could be done at the local level with that group. Council Member Doilney thought the community needed to come together on its goals, and realtors were the first point of contact for many, so the City should reach out to this group to come together.

Council Member Doilney noted HB 302, that would have prohibited transgender youth from competing in sports in their chosen gender, didn't go through, and he asserted that was a good win.

2. Consideration to Continue an Ordinance Amending Title 11, Building and Building Regulations, Chapter 16 Flood Damage, of the Municipal Code of Park City, Implementing New Mapping and Regulations for Flood Damage Prevention in the Areas of Special Flood Hazard:

John Robertson, City Engineer, stated he would bring this item to the next meeting for consideration.

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

Council Member Henney stated residents above Round Valley Drive were concerned about the Flood Zone map and he requested staff reach out to them.

Council Member Henney moved to continue an ordinance amending Title 11, Building and Building Regulations, Chapter 16 Flood Damage, of the Municipal Code of Park City, implementing new mapping and regulations for flood damage prevention in the areas of special flood hazard to March 11, 2021. Council Member Doilney seconded the motion.

RESULT: CONTINUED TO MARCH 11, 2021
AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Transportation Planning and Projects Update:

Julia Collins, Alex Roy, and Austin Taylor, Transportation Planning Department, and John Robertson, City Engineer, presented this item. Collins stated her team was working with a consultant to complete the Transportation Master Plan, named Park City Forward. They were also working on an active transportation master plan which would provide a world-class walking and biking network. The Short Term Transit Plan was in progress as well, and it would look at transit routes, facilities, funding, service, and mode. In Phase Two, the plan would evaluate aerial transit with a dedicated bus.

Robertson stated there were 10 transportation projects in progress and they would be completed within the next two years, including Rossie Hill Road, Quinn's Junction Park and Ride, Park Avenue bus stops, and sidewalk improvements. There were also projects that were being done in conjunction with UDOT, including a stop light at Richardson Flat and SR-248 and the Park Avenue project that would go to SR-224.

Collins reviewed the planned regional transportation projects and explained how they were categorized and how the associated grants were prioritized.

Council Member Doilney suggested putting a barrier between SR-248 and the cemetery to protect bicyclists. Council Member Worel indicated she was excited about the grants for these projects. She asked if micro transit could be moved up on the priority list. Collins stated staff was working to see what types of vehicles and technology would be successful in a micro transit capacity. She thought there would be many models combining micro transit with regular transit. Council Member Henney stated micro transit was discussed in the Joint Transportation Advisory Board (JTAB) meeting and noted there was a lot of interest, but a lot of work still needed to be done to get to that point.

Council Member Gerber indicated there were several projects related to the Arts and Culture District and Three Kings Water Treatment Plant. She asked if there was the ability to move transportation projects to coordinate with the capital projects in progress. Collins stated sometimes projects couldn't be moved up because UDOT set the grant funding dates. She reviewed the process for prioritizing projects.

Dias noted collaboration between departments helped propel projects and ensured the projects were designed strategically to fill City goals. Council Member Henney stated collaboration with multiple departments had helped events and was now helping transportation. Mayor Beerman asked if a bus shelter in Prospector was in the plans. Collins indicated a bus rider survey was performed and from those results it was determined Park Avenue bus stops would receive the first improvements. She thought Prospector Square was on the list for future improvements. Council Member Henney asked for an update on where Prospector was on the priority list.

Council Member Doilney asked if staff applied for grants before projects were approved by Council. Collins stated staff was able to identify projects without needing the exact details. Some grants required a lot of detail so the design would need to be finished before a grant application could be submitted. Dias stated staff could apply for a grant on a project, and if the application was made and approved, that project would be prioritized and brought to Council to see if the City had matching funds that the grant required. He noted these interactive maps would help the community know what the City was working on.

Council Member Joyce was excused at 7:50 p.m.

VIII) NEW BUSINESS

1. Consideration to Continue an Ordinance Amending Land Management Code Chapters 15-2.4 and 15-15 to Address Shared Driveways and Common Parking Structures within the Historic Residential Medium Density Zoning District:
Laura Kuhrmeyer, Planner, requested to continue this item to March 18th.

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

Council Member Gerber moved to continue an ordinance amending Land Management Code Chapters 15-2.4 and 15-15 to address shared driveways and common parking structures within the Historic Residential Medium Density Zoning District to March 18, 2021. Council Member Doilney seconded the motion.

RESULT: CONTINUED TO MARCH 18, 2021
AYES: Council Members Doilney, Gerber, Henney, and Worel
EXCUSED: Council Member Joyce

2. Consideration to Adopt Resolution 03-2021, a Resolution Authorizing the Resubmission of an Application for Designation as a Utah Enterprise Zone to the State of Utah Governor's Office of Economic Development:
Jenny Diersen, Special Events Manager, stated enterprise zones were important because they helped with economic development. The City adopted an enterprise zone in 2015, but she didn't think it had been used. The proposed resolution would help businesses receive tax credits. Businesses eligible for the program included art, education services, entertainment, recreation, accommodation, and food services. Council Member Henney asked why it was never used previously. Jonathan Weidenhamer, Economic Development Manager, stated some entities might have received credits, but the City could not track that.

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

Council Member Gerber moved to adopt Resolution 03-2021, a resolution authorizing the resubmission of an application for Designation as a Utah Enterprise Zone to the State of Utah Governor's Office of Economic Development. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Doilney, Gerber, Henney, and Worel
EXCUSED: Council Member Joyce

3. Consideration to Approve Ordinance 2021-08, an Ordinance Approving the Argent at Empire Pass Condominiums, First Amended, Located at 7677 Village Way, Park City, Utah:

Alex Ananth, Senior Planner, Bill Fiveash, Developer, and Hannah Tyler, consultant, presented this item. Ananth stated the developer requested to combine two units to one unit, and to subdivide the land to facilitate a potential future land swap. She noted Parcel A on the plat would be restricted to open space since the adjoining parcel was using all the density. She indicated there were two comments from the public at Planning Commission meeting who wanted the subdivision to be delayed to the future. The Planning Commission approved the proposal unanimously.

Fiveash stated he was the developer for the adjoining One Empire Pass Subdivision as well as the Argent. The intent was to use this Parcel A as a tool to protect the area for the Argent homeowners by allowing a future developer to have space between that development and the Argent. He reviewed the history of the properties in that area and noted the One Empire Pass residents were concerned that if the future development were moved away from the Argent, it would be closer to their property.

Council Member Worel clarified that the open space would shift towards the Argent and then the corner could be developed. Fiveash indicated a property swap would likely put a conservation easement next to the Argent so nothing could be built in that zone. He pointed out there were no current negotiations with the other landowner, but he wanted to be prepared so that the view corridors of the Argent owners would be protected.

Mayor Beerman opened the public hearing.

Tom Jacobsen via Zoom, thought there were significant plans being made today. He stated the lot split was not needed since it was already open space and would never be developed. He thought the future owners of the development should be the ones to make the decision to split the land if they chose to in the future. He indicated whatever was done should be done at the right time with a clear vision of what was being done in the neighborhood. If the subdivision was approved, he suggested putting a deed restriction on the property that would limit it as open space.

Mayor Beerman closed the public hearing.

Council Member Worel expressed concern with subdividing Parcel A. She felt the open space was a benefit to the community. Council Member Doilney indicated creating

Parcel A complicated the issue. Council Member Henney stated the parcel wouldn't change the size of a building, but only the location. Fiveash indicated subdividing Parcel A seemed like good housekeeping. Council Member Henney asked if the Marsac Claim parcel could have more density with Parcel A. Ananth stated Marsac Claim was not part of the Flagstaff Development and it was unlikely more density would be allowed, but it could allow a development more parallel to the road and give more space to the adjoining property. Council Member Worel stated the subdivision of the property was premature and it didn't need to be addressed. Ananth reviewed the Planning Commission stated it would come back for review and so there was no problem splitting this property now. Council Member Doilney didn't think the City should act on a potential tool that would give one property a view corridor over another property. Council Member Henney didn't want to go against Planning Commission's recommendation. Council Member Gerber stated the request met the Land Management Code (LMC), but just because you can do something doesn't mean you should. This approval felt like it was putting one neighbor against another.

Harrington clarified the LMC used the standard criteria from State code so there was no question on the standard. There were two options: one was to have Planning Commission further study the issue, and the other was to remand the item to the Planning Commission for further clarity. Council could move in another direction, but it needed to have findings to oppose the application. Harrington stated some open space parcels were platted separately, but sometimes problems were created because HOAs then forgot to pay property taxes on those parcels, etc., so further conditions of approval could be added so this wouldn't create a precedent for future applications.

Council Member Worel asked to continue the item. Fiveash stated this had been a negotiation for years. He would prefer to pull Parcel A from consideration and only approve the unit combination. Ananth stated Condition of Approval Six would need to be removed.

Council Member Henney moved to approve Ordinance 2021-08, the amended ordinance approving the Argent at Empire Pass Condominiums, First Amended, located at 7677 Village Way, Park City, Utah, with the amendment that only the plat amendment combining Units 201 and 202 to a single unit will be adopted. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Doilney, Gerber, Henney, and Worel
EXCUSED: Council Member Joyce

4. Consideration to Approve Ordinance 2021-09, an Ordinance Approving an Extension of the Lilac Hill East Subdivision Located at 729, 741, 747, 751, 755 Rossie Hill Drive, Park City, Utah:

Ananth requested a one-year continuation to record the plat.
Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Gerber moved to approve Ordinance 2021-09, an ordinance approving an extension of the Lilac Hill East Subdivision located at 729, 741, 747, 751, 755 Rossie Hill Drive, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Doilney, Gerber, Henney, and Worel
EXCUSED: Council Member Joyce

5. Consideration to Approve Ordinance No. 2021-10, An Ordinance Repealing Land Management Code Section 15-6-7, Master Planned Affordable Housing Development; Enacting Chapter 15-6.1, Affordable Master Planned Developments; and Amending Chapter 15-15, Defined Terms:
Rebecca Ward, Land Use Planner, Erik Daenitz, Budget Analyst, and Jason Glidden, Affordable Housing Manager, presented this item. Ward indicated a study was performed to see what initiatives were needed to promote private development of affordable housing. The proposed Affordable Master Planned Development (AMPD) code amendments would increase density, reduce parking, implement zoning incentives, provide that at least 50% affordable units were in the development, and permit AMPDs in non-historic zoning districts where multi-unit developments were an allowed or conditional use.

Ward suggested allowing height densities for only some zones if Council had a problem with implementing the bonus for all zones. Council Member Doilney asked what the maximum height would be, to which Ward responded the roof had to be no greater than 45 feet, although mechanical equipment could be on top of the roof up to five extra feet.

Mayor Beerman stated some affordable housing was being considered for the Flagpole Lot and on top of China Bridge and he asked why the Planning Commission did not want any affordable units in the Historic District. Ward indicated the Planning Commission discussed each zone separately and the Historic District height maximum was 28 feet, so they felt the new height might be difficult. Also, if the Historic District was included, the amendments would need to go to the Historic Preservation Board for review. Mayor Beerman suggested the broader historic district could allow affordable units and the City could continue to block it in the National Historic District. Council Member Gerber indicated there were several buildings on Main Street that exceeded 28 feet in height. Glidden stated there was an allowance for extra height if the building design was a step back. Council Member Gerber felt it made sense to restrict height in the Historic Residential Zone, but the Historic Commercial Zone had more height and the new height amendment would blend better. Council Member Henney clarified the difference between the Master Planned Development (MPD) process and the AMPD process was the MPD process would remain the same and the new AMPD would require a new application process. Council Member Worel asked what would trigger the AMPD. Ward stated there had to be at least 10 residential units or 20,000 square feet. Daenitz stated an AMPD would only work with a certain size parcel.

Council Member Doilney favored this change and thought it would promote responsible growth. Council Member Worel asked if the code amendments were shown to the public/private development taskforce. Glidden stated they were shown to certain members of the taskforce and those members felt there was still a gap in order to make a private development pencil, but it could work with public/private partnerships.

Council Member Gerber asked about the sliding scale that would make a project work. Ward stated the wording said 50% affordable, and affordable was defined at 80% Area Median Income (AMI) or less. Council Member Gerber asked how much of a density bonus a developer would receive. Ward stated the bonus would be based on volume as long as the setback requirements were met. Council Member Gerber asked if a 40-year deed restriction was common. Glidden affirmed it was common and stated the owner would have to apply to terminate the deed restriction after the 40-year term expired, and the Housing Authority would have to approve that application. Council Member Gerber asked if the City would get something back if those deed restrictions were removed. Glidden stated that would be discussed at the next meeting. Council Member Henney stated the 40-year deed restriction limit was standard protocol with the current deed restricted units in the City.

Mayor Beerman opened the public hearing.

Deb Rentfrow via Zoom, asked for an amendment to make a provision that height density be allowed on a case-by-case basis. Regarding parking, she requested adding language to the ordinance that Planning Commission have discretion based on the location of the development. She also submitted the following eComment: “This new Affordable Housing Ordinance applies to the existing GC, RM, RD, RDM, LI and RC zones. The GC and RC zones currently have maximum building height of 35 ft, the LI zone a maximum of 30 ft and the RM, RD and RDM zones a maximum of 28 ft. This new ordinance will allow a 45 ft high structure plus an additional 5 ft for chimneys, mechanicals, etc. to be placed adjacent to a much smaller residence or building. These zones include Thaynes, Payday, Empire, Woodside, Kearns, Monitor, Lucky John and Little Kate to name a few. The suggestion that existing residents may apply for a building height exception during a remodel or rebuild of 5 ft and reduce the impact is absurd. The variance between the current zone height limits and the Affordable limit will be at least 10 ft and could be as much as 22 ft. In addition, the measurement process recommended by Planning does NOT take into account the slope of the land meaning it could actually tower much more over a neighboring structure. This is in direct conflict with ensuring new development has no visual impact to the adjacent or neighboring properties and is compatible with the surrounding community. And, as written, the Planning Commission would have no discretion to reduce the building height based on the neighboring properties. The issue of reducing parking further for Affordable also seems unrealistic. Just take a walk down Woodside; the street is completely parked up with residential vehicles. The report by the City's consultant Cascadia reported 48% of residents in Affordable Housing have two or more cars. Street parking is already an issue and by further reducing requirements on-site, this problem will be exacerbated. This also assumes no one ever comes to visit the owner/renter in the affordable residence except via transit and the owner/renter never has to go anywhere outside of or far from transit. In summary, this Ordinance significantly benefits the developer over the community and needs further review."

Mayor Beerman closed the public hearing.

Council Member Worel asked how HOA covenants would affect an AMPD. Ward stated if an HOA had limitations on a single family home that might come into play, but the City didn't enforce HOA regulations. Council Member Henney asked if the HOA or the LMC would take precedence. Harrington stated the HOA would have to enforce their CCRs through legal action.

Mayor Beerman suggested approving the amendments with the request to send them to the Historic Preservation Board for review. Council Member Gerber asked if parts of zones could be carved out for affordable housing. Ward stated the Historic District could be crafted in a way that it would be related to the adjacent buildings. Glidden stated this could be approved tonight without the Historic District language, and then amendments that included the Historic District would be taken to the Historic Preservation Board for review and then they would come back to Council. Council Member Doilney asked if any zones should be eliminated from height bonuses. Council supported including all zones for height bonuses.

Council Member Gerber moved to approve Ordinance No. 2021-10, an ordinance repealing Land Management Code Section 15-6-7, Master Planned Affordable Housing Development; enacting Chapter 15-6.1, Affordable Master Planned Developments; and amending Chapter 15-15, Defined Terms with direction to have staff to explore additional density in the Historic zones. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Doilney, Gerber, Henney, and Worel
EXCUSED: Council Member Joyce

6. Consideration to Approve Ordinance No. 2021-11, an Ordinance Approving the King's Crown Condominiums First Amended Condominium Plat Located in Park City, Summit County, Utah:

Rebecca Ward, Planner, and Rory Murphy, Developer, presented this item. Ward reviewed that the MPD was modified and the plat was amended. The Planning Commission outlined some conditions of approval, including a 12-foot setback from the southern lot line, the garage entrance was moved to the north, and more. The developer and neighbors worked on additional conditions, including the types of trees to be planted, the placement of mechanical equipment, and others as attached to this document.

Council Member Henney asked if the additional steps resolved the issues with the neighbors. Murphy indicated he was trying to acknowledge and respect the concerns of the neighbors. Council Member Henney asked if the additional conditions would please the neighbors. Murphy stated it was hard to make that determination. He knew there were concerns and he thanked Planner Ward and others for their efforts. Harrington stated the other party acknowledged their concerns and Council was aware of those. He thought there was a compromise on both sides.

Council Member Gerber asked if there was concern having the neighbors create the conditions without Planning Commission reviewing those conditions. Harrington stated he and Ward evaluated those conditions and determined they were mostly aesthetic and not substantive, so he was comfortable bringing those directly to Council.

Mayor Beerman opened the public hearing.

Alena Stein via Zoom, felt strongly about the length of time the development would take and she hoped for a quick resolution. She thought a speed bump should be placed in front of her house and thought it would protect her driveway. She also appreciated the additional conditions that would buffer noise.

Scott DuBois, Jones Waldo, via Zoom, stated he represented the neighbors across from Building D, and reported some of the biggest concerns had been addressed and he hoped the project could move forward. He also sent the following email: “This will confirm the statements made in Craig Terry’s email. Specifically, my clients, Jon Horwitz and Patricia Kravtin, will not object to CRG’s application, provided that the Additional Conditions of Approval attached to Craig’s email are incorporated into the ordinance and approved by the City Council at tonight’s meeting. Please let me know if you have any questions or if I can provide any further information.”

Craig Terry email: “Parsons Behle & Latimer represents CRG Development, LLC (referred to herein as “CRG”) in connection with CRG’s application to Park City for the King’s Crown Condominiums, First Amended Plat, which application is scheduled for consideration by the City Council of Park City during its meeting on February 25, 2021. I have communicated with Scott DuBois of the law firm of Jones Waldo, who has informed me that he represents Patricia Kravtin and Jonathan Horwitz (collectively referred to herein as the "Neighbors"). Attached to this email is a list of Additional Conditions of Approval for the King's Crown Condominiums, First Amended Plat, which Additional Conditions are identified as Conditions 12 through 17 (the "Additional Conditions of Approval"), for consideration by the City Council. Scott DuBois has informed me that his clients, the Neighbors, will not object to the approval by the City Council of the proposed King's Crown Condominiums, First Amended Plat and the amendment of Ordinance No. 2021-11 (as described in the City Council Staff Report prepared by Rebecca Ward), provided that the attached Additional Conditions of Approval are also approved by the City Council during the City Council Meeting on February 25, 2021. In material reliance upon the representation of Scott DuBois on behalf of his clients, the Neighbors, described above, CRG has authorized me to inform the City Council that the Additional Conditions of Approval are acceptable to CRG. Scott DuBois is copied as a recipient of this email message. I am asking Scott DuBois to communicate directly with both of you by email and confirm the accuracy of the above paragraph regarding the position of his clients, the Neighbors, with respect to the attached Additional Conditions of Approval. If either of you have any questions about this communication or about the Additional Conditions of Approval, please feel welcome to contact me."

Mayor Beerman closed the public hearing.

Council Member Doilney moved to approve Ordinance No. 2021-11, an ordinance approving the King's Crown Condominiums First Amended Condominium Plat located in Park City, Summit County, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Doilney, Gerber, Henney, and Worel
EXCUSED: Council Member Joyce

IX) ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: David Everitt
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Execute a Construction Agreement for Demolition Services at the Arts and Culture District Site between Park City and MKP Enterprises in an Amount Not to Exceed $218,600.00

Suggested Action:

Attachments:
Arts and Culture District Demolition Construction Agreement for Demolition Services Staff Report

Exhibit A: Map of Structures

Exhibit B: Draft Construction Services Agreement with MKP Enterprises

City Council
Staff Report

Subject: **Construction Agreement for Demolition Services at the Park City Arts and Culture District Site**
Author: **David Everitt**
Department: **Executive**
Date: **March 11, 2021**
Type of Item: **Administrative**

Summary Recommendation

Authorize the City Manager to sign a Construction Agreement for demolition services at the Arts and Culture District site between Park City and MKP Enterprises with a not-to-exceed amount of two hundred eighteen thousand six hundred dollars ($218,600.00).

Background

Park City (City) acquired a collection of parcels at the intersection of Bonanza Drive and Kearns Boulevard in 2017 for the new Park City Arts and Culture District (District). All the buildings on those parcels are slated for demolition, regardless of future site use. The structures subject to this Agreement are (see Exhibit A):

- 1401 Kearns Blvd – Kimball Art Center
- 1420 Munchkin Road – 2 storage buildings
- 1490 Munchkin Road – Anaya's Market building
- 1705 Bonanza Drive – Buggy Bath
- 1685 Bonanza Drive – Switchback Sport building
- 1665 Bonanza Drive – Health Clinic building

This Agreement excludes the Maverik building because the City plans to temporarily repurpose it for future construction offices and project exhibition space. It will be demolished as part of a future contract with a construction firm. This Agreement is for demolition services only, which are scheduled to conclude by May 31, 2021.

The City's Public Art Advisory Board recently approved artist submissions for the fencing at the site that will be installed once the ground is soft enough to drive structural posts to secure the fence.

Funding

Demolition services are budgeted as part of the Arts and Culture Capital Project for the 2020-2021 fiscal year.

Exhibits

A. Map of structures
B. Draft Construction Agreement

SELECTIVE SITE DEMOLITION PLAN

0 15' - 0" 30'-0" 60'-0" SCALE: 1"=30'-0"

DEMOLITION GENERAL NOTES

Existing Conditions: Prior to submitting bid, verify existing site and building conditions including but not limited to underground utilities and service lines, irrigation lines, sub-surface structures and all other existing construction both above and below grade.

Hazardous Material: Abatement has been performed by Others and shall have occurred prior to the start of demolition. If suspicious materials are encountered notify Owner's representative prior to proceeding with demolition.

Building Demolition: In general, all buildings identified for demolition shall be completely demolished including foundations and footings. Demolition shall also include ancillary structures such as dumpster enclosures, awnings, canopies, sheds, fences, and etc. All debris shall be removed from the site and properly disposed.

Excavated Foundations: All foundation and partial basement areas shall be removed from the site, verify existing conditions prior to commencing work. Lay-back grades to an appropriate angle that limits movement or slumping (angle-of-repose)

Paving Demolition: Refer to Civil drawings.

Utility Demolition: Refer to Civil Drawings

Light Poles/Site lighting: Demolish light poles and bases unless noted otherwise, see Civil

Power Poles: Protect in place, unless noted otherwise. See Civil

Vegetation: Unless noted otherwise, grub and remove vegetation within the selective demolition boundaries. Trees outside these boundaries shall remain; protect-in-place

Existing Fencing and Bollards: Unless noted otherwise remove all fencing, bollards, chain partition etc. within the boundary of this project.

Protection: Protect existing element to remain from damage during demolition. Repair any damage resulting from this work.

Protect in-place, existing mechanical, plumbing and electrical systems that are not shown to be removed. This includes, but is not limited to: network cabling, coax cabling, conduits, piping, etc.

When removing concrete slabs on grade, take all necessary precautions to protect electrical lines not scheduled for demolition in or under those slabs.

Site Access: Heavy truck access shall limited to Kearns Boulevard, coordinate access gate locations with Authority Having Jurisdiction

Salvage: Unless noted/specified otherwise, salvage of existing elements shall be under Contractor discretion

Verify equipment that is to remain, to be salvaged, or, to be re-installed is in working condition. Provide written documentation to the Owner for any items that are not in working condition before beginning work in the area.

LEGEND - ARCHITECTURAL DEMOLITION

CONSTRUCTION FENCE:

Provide a continuous 6'-0" high perimeter chain-link fence with a continuous full-height dust screen. Locate fence inside property line along the West and South boundaries, 8'-0" inside sidewalk edge at the East and North boundaries. Coordinate gate locations with Authorities Having Jurisdiction (AHJ). Demolition Contractor shall dismantle fence upon completion, or, arrange a fence transfer to the new construction Contractor.

Securable access gate location, see Civil, also coordinate location and site access with AHJ

SELECTIVE DEMOLITION BOUNDARY:

Demolition shall be limited to the approximate boundaries identified on plan; refer to the detail and page reference for additional description. Also refer to the Civil drawings for utility demolition and limits

DEMOLISH BUILDING ELEMENTS:

Provide complete demolition of all building and building elements. Demolition shall include foundations, footings, dumpster enclosures, awnings, canopies, sheds, fences and etc. All demolition debris shall be removed from the site.

CAULDRON (SCULPTURE)

Sculpture to be removed by Others, protect-in-place until removed. Demolition of seat-wall and foundation shall be by Others

1635 BONANZA DRIVE

STORIES: ONE
FOOTPRINT: 2805 SF
FRAME: STICK-FRAMED
WALLS: WOOD SIDING
ROOF: ASPHALT SHINGLES

1665 BONANZA DRIVE

STORIES: TWO
FOOTPRINT: 7526 SF
FRAME: STICK-FRAMED
WALLS: WOOD SIDING
ROOF: STANDING SEAM METAL

1685 BONANZA DRIVE

STORIES: TWO
FOOTPRINT: 5717 SF
FRAME: STICK-FRAMED
WALLS: WOOD SIDING / MASONRY
ROOF: STANDING SEAM METAL

1705 BONANZA DRIVE

STORIES: TWO
FOOTPRINT: 3560 SF
FRAME: STEEL / WOOD
WALLS: MASONRY
ROOF: STANDING SEAM METAL

1490 MUNCHKIN ROAD (1475, 1490, 1490-104)

STORIES: ONE
FOOTPRINT: 10,100 SF
FRAME: STEEL
WALLS: MASONRY
ROOF: STANDING SEAM METAL

1420 WEST MUNCHKIN ROAD

STORIES: ONE, (2) BUILDINGS
FOOTPRINT: 2000 SF EACH
FRAME: STICK-FRAMED
WALLS: WOOD SIDING
ROOF: ASPHALT SHINGLES

1401 KEARNS BOULEVARD

STORIES: TWO
FOOTPRINT: 7940 SF
FRAME: WOOD / STEEL
WALLS: MASONRY
ROOF: ASPHALT SHINGLES

1409 KEARNS BOULEVARD

STORIES: ONE
FOOTPRINT: 182 SF
FRAME: BUILDING RELOCATED BY OTHERS
DEMO FOUNDATION

MHTN ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-6700
Telefax (801) 595-6717
www.mhtn.com

LAKE|FLATO

MHTN ARCHITECTS

PARK CITY MUNICIPAL CORP.

PARK CITY ACD SITE DEMO

KEARNS BLVD, BONANZA DRIVE
PARK CITY, UTAH

SEAL

MHTN PROJECT NO. 2018506.01

Original drawing is 30 x 42. Do not scale contents of this drawing.

REVISIONS
CONTRACTOR TO VERIFY DRAWINGS IN FIELD USE REFLECT LAST REVISION DATE.

NO. △	DATE	DESCRIPTION

ISSUE
DEMOLITION DOCUMENTS
OCTOBER 2, 2020

SHEET NAME
SELECTIVE SITE DEMOLITION PLAN

SHEET NUMBER
ASD101

C:\Users\JonathanD\Documents\A20 2018506 Park City ACD Site Demo_jonathan.dazley@mhtn.com.rvt
10/2/2020 10:02:46 AM

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, (hereinafter "City"), and **MKP ENTERPRISES**, INC., a Utah corporation, whose post office address is 14664 South 2700 West, Riverton UT, 84065, (hereinafter "Contractor").

PURPOSE: For the project known as the Arts and Culture Demolition (hereinafter "Project"), which consists of the demolition of existing buildings on the future site of the Arts and Culture District at 1685 Bonanza Drive, Park City, UT 84060.

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

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials, and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed **TWO HUNDRED EIGHTEEN THOUSAND SIX HUNDRED DOLLARS ($218,600.00)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the scope of work described in Section 1.

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

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

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

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

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

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

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

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by **May 31,**

2021. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars ($100.00)**, **______ (Contractor Initials)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

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

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

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including, but not limited to, payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the
Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

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

A. If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency,

readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business
entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

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

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

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

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

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

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>SECTION 21. CONSTRUCTION PLANS</u>. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his/her designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his/her designee:

> **A. Hours and Days of Operation**. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City

Municipal Code may only be allowed by special permit issued by the Building Official or the City Engineer.

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Contractor will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

C. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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

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

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

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

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

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

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

SECTION 30. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

____
Matt Dias, City Manager

ATTEST:

____
City Recorder's Office

APPROVED AS TO FORM:

____
City Attorney's Office

MKP ENTERPRISES, INC., a Utah corporation
14664 South 2700
West Riverton UT, 84065

Utah Contractor License No. 5643069-5501

Tax ID#: 516968786

____
Signature

____
Printed name

____
Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _________________, 2021, personally appeared before me _______________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the ___________________________ (*title or office*) of MKP ENTERPRISES, INC., a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors and acknowledged that he/she signed it voluntarily for its stated purpose as ________________________ (title) _______________________________the corporation

____
Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ___ day of ___________________________, 2021, at ______________________________________ (insert State and County here).

Printed name ____

Signature: ____

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
2021 Legislative Update

Suggested Action:
The City Manager will provide a final verbal update and synopsis of the 2021 Legislative Session.

Attachments:

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: John Robertson
Submitting Department: Engineering
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Ordinance 2021-07, an Ordinance Amending Title 11, Building and Building Regulations, Chapter 16 Flood Damage, of the Municipal Code of Park City, Implementing New Mapping and Regulations for Flood Damage Prevention in the Areas of Special Flood Hazard
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Flood Damage Staff Report

Exhibit A: Flood Damage Ordinance

Exhibit B: Comparison Report-2885 Cochise Court

City Council Staff Report

Subject:	**Flood Damage Code Amendment**
Author:	**John S. Robertson, City Engineer**
Department:	**Engineering**
Date:	**March 11, 2021**
Type of Item:	**Legislative – Amending Park City Municipal Code Title 11, Buildings and Building Regulations, Chapter 16 Flood Damage Prevention**

Recommendation

Review the proposed code amendment to Municipal Code Chapter 11-16 "Flood Damage Prevention", hold a public hearing, and approve Ordinance No. 2021-07. Approval of this ordinance replaces the existing Floodplain maps in our Code and will update the Code to ensure continued compliance with current Federal Emergency Management Agency (FEMA) requirements related to the Federal Flood Insurance Program (FIP).

Background

Adoption of this ordinance and proper management of the floodplain keep the City compliant with all requirements of the FIP and allow homeowners to continue to receive flood insurance under that program. Since late in 2016, FEMA and their consultant, in cooperation with the State of Utah Division of Emergency Management, have been working on updating the Flood Insurance Rate Maps (FIRMs) for Summit County including Park City. FIRM's depict on a map areas that are high, moderate, or low flood risk as a series of zones. Zones range from high to low risk. High risk or Special Flood Hazard Areas (SFHA's) are defined as locations that have a 1-percent chance of being inundated by a flood event in any given year. The 1-percent annual chance of flood is also referred to as the base or 100-year flood.

Flood risk can, and does, change over time. Flood risk can change for many reasons, including land development, erosion, increasing storm intensity, wildfires, and other causes. These changes overtime require that FIRM's be updated to ensure proper flood insurance coverage of properties. The new maps will help property owners better understand their flood risk so they can take steps to protect their homes and businesses. Once effective the new maps will be used for community floodplain management and flood insurance rating purposes.

The new maps are planned to become effective March 23, 2021. Once effective, flood insurance is mandatory if any part of the structure (not the property) is located within a Special Flood Hazard Area (SFHA) and has a federally backed mortgage or grant tied to it. Insurance costs for some homeowners may rise to reflect the true (or high) risk. The newly mapped procedure allows policyholders to purchase coverage at the lower-cost Preferred Risk Policy rate for the first 12 months after new maps go into effect.

After the first year, the rate begins its transition to a full-risk rate with annual rate increases of no more than 18 percent each year. Conversely, insurance costs may be reduced if the area is updated and reflects a lower flood risk than previously approved maps. Additionally, homeowners that currently have flood insurance from the National

Flood Insurance Program will be grandfathered into program and maintain their current rates.

Homeowners in the SFHA that wish to update more than 50% of their structure will be required to bring their full structure up to all current codes including those required in the proposed Flood Damage ordinance.

During this update an appeal was filed to remove sections of Daly Avenue and upper Swede Alley from the SFHA. This appeal was granted by FEMA. As stated above, the new mapping in these areas will allow these homeowners to obtain a reduction in their flood insurance rates. There is a section of the City that was added into a SFHA. This section of town will be subject to higher insurance rates and includes the homes within Cochise Court and portions of Sidewinder Drive and Wyatt Earp Way (See attached exhibit).

In addition to confirming and accepting the updated Flood Insurance Study and associated maps, the Code amendments implement additional updates including: the establishment of the permit, severability, confirmation that the City Engineer is the Floodplain Local Administrator, procedures to consider variances, standards for subdivision proposals, standards for areas of shallow flooding, and definitions.

Attachments

A Ordinance 2021-07 Flood Damage Prevention
B. Comparison Report – Cochise Court

Ordinance 2021-07

AN ORDINANCE AMENDING TITLE 11, BUILDING AND BUILDING REGULATIONS, CHAPTER 16 FLOOD DAMAGE OF THE MUNICIPAL CODE OF PARK CITY IMPLEMENTING NEW MAPPING AND REGULATIONS FOR FLOOD DAMAGE PREVENTION IN THE AREAS OF SPECIAL FLOOD HAZARD

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the Federal Emergency Management Agency updates it Flood Insurance Study and the Flood Insurance Rate Map; and

WHEREAS, to comply with federal regulations to receive flood insurance coverage those updates must be reflected;

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

SECTION 1. MUNICIPAL CODE AMENDMENTS TO TITLE 11, CHAPTER 16 – Building and Building Regulations Code. The recitals above are incorporated herein as findings of fact. Municipal Code of Park City Chapter 11-16 Flood Damage Prevention is hereby amended as attached (see Attachment A).

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

PASSED AND ADOPTED this 11th day of March, 2021.

PARK CITY MUNICIPAL CORPORATION

____

Andy Beerman, Mayor

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____
Margaret Plane, Special Counsel

ATTACHMENT A

11-16 Flood Damage Prevention

11-16-1 Statutory Authorization

~~The Llegislature of the sState of Utah~~Consistent with Utah Code Ann. § 10-3-701, ~~has delegated the responsibility to~~ local governments~~al units~~ ~~to~~ adopt ~~regulations~~ ordinances designed to promote the public health, safety and general welfare of its citizenry.

11-16-2 Findings Of Fact

A. The flood hazard areas of Park City are subject to periodic inundation, which ~~could~~ results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, ~~and impairment of the tax base,~~ all of which adversely affect the public health, safety and general welfare.

B. These flood losses are ~~caused~~created by the cumulative effect of obstructions in floodplains ~~areas of special flood hazards,~~ which cause an increase flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because ~~when inadequately anchored, damage uses in other areas. Uses that~~they are inadequately flood-proofed, elevated, or otherwise protected from flood damage.~~ also contribute to the flood loss.~~

11-16-3 Statement Of Purpose

It is the purpose of this Chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

A. Protect human life and health;
B. Minimize expenditure of public money for costly flood control projects;
C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
D. Minimize prolonged business interruptions;
E. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
G. Insure that potential buyers are notified that property is in an area of special flood hazard; and
H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

11-16-4 Methods Of Reducing Flood Losses

In order to accomplish its purpose, this Chapter uses~~includes~~ the following -methods~~ and provisions for~~:

A. Restrict~~ing~~ or prohibit~~ing~~ uses which are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities;~~, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;~~
B. Requir e~~ing~~ that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
C. Control~~ling~~ the alteration of natural flood~~-~~plains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;~~ help accommodate or channel flood waters;~~
D. Control~~ling~~ filling, grading, dredging, and other development which may increase flood damage; and
E. Prevent~~ing~~ or regulat e~~ing~~ the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

11-16-5 Lands To Which This Chapter Applies

This Chapter shall apply to all areas of special flood hazard within the jurisdiction of Park City, Utah.

11-16-6 Basis For Establishing The Areas Of Special Flood Hazard

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study of Park City, Utah", dated March 23, 2021, with accompanying March 23, 2021 Flood Insurance Rate Maps and Flood Boundary Maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this Chapter. ~~its Flood Insurance Study, dated March 16, 2006, with accompanying Flood Insurance Rate Map (FIRM) dated March 16, 2006, is adopted by reference and declared to be a part of this Chapter. The study and FIRM are on file at the Park City Planning Office, 445 Marsac Avenue, Park City, Utah. The City may, from time to time, adopt additional or updated maps prepared by FEMA, which maps would then further define the areas of special flood hazard.~~

~~HISTORY~~

~~*Amended by Ord. 06-03 on 2/16/2006*~~

11-16-7 ESTABLISHMENT OF DEVELOPMENT PERMIT

A floodplain development, preliminary plat approval, site plan approval, or a building permit, shall be required to ensure conformance with the provisions of this Chapter.

11-16-~~7~~8 Compliance

No structure or land within City limits shall hereafter be~~shall hereafter be constructed,~~ located, ~~extended, or~~ altered, or have its use changed without full compliance with the terms~~ without full compliance with the terms~~ of this Chapter and other applicable regulations.

11-16-~~8~~9 Abrogation And Greater Restrictions

This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and other Titles or Chapters of this Code, another ordinance, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

11-16-10~~9~~ Interpretation

In the interpretation and application of this Chapter, all provisions shall be:

A. C~~c~~onsidered as minimum requirement;

B. L~~l~~iberally construed in favor of the governing body; and

C. ~~d~~Deemed neither to limit nor repeal any other powers granted under ~~s~~State statutes.

11-16-1~~0~~1 Warning And Disclaimer Of Liability

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes.~~Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes.~~ This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of Park City, or any officer or employee thereof for any flood damages that result from the reliance on this Chapter or any administrative decision lawfully made thereunder.~~, or the Federal Emergency Management Agency for~~

~~any flood damages that result from reliance on this Chapter or any administrative decision lawfully made thereunder.~~

11-16-12 SEVERABILITY

If any section, provision, or portion of this Chapter is adjudged unconstitutional or invalid by a court, the remainder of the Chapter shall not be affected.

~~11-16-11 Establishment Of Development Permit~~

~~A Development Permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 11-16-6. Application for a Development Permit shall be made on forms furnished by the Building Official and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:~~

1. ~~Elevation, in relation to mean seal level, of the lowest floor, including basement, of all structures;~~
2. ~~Elevation, in relation to mean sea level, to which any structure has been flood proofed;~~
3. ~~Certification by a registered professional engineer or architect that the flood-proofing methods for any non-residential structure meet the flood-proofing criteria in Section 11-16-14; and~~
4. ~~Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.~~

11-16-1~~2~~3 Designation Of The FLOODPLAIN ADMINISTRATOR~~Building Official As Local Administrator~~

The Park City, City Engineer is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.~~The Building Official is hereby appointed to administer and implement this Chapter by granting or denying development permit applications in accordance with its provisions.~~

11-16-14~~3~~ Duties And Responsibilities Of The Floodplain Administrator~~Building Official~~

Duties and responsibilities of the Floodplain Administrator shall include,~~Building Official shall include,~~ but not be limited to, the following:

A. Maintain and hold open for public inspection records pertaining to the provisions of this Chapter.

B. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.

C. Review, approve or deny all applications for development permits required by adoption of this Chapter. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State and local government agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

D. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

E. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the State of Utah Department of Public Safety Emergency Management Division, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

F. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

G. When base flood elevation data has not been provided in accordance with Section 11-16-5, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Section 11-16-17 General Standards.

H. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

I. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

~~1. **PERMIT REVIEW**.~~

1. ~~Review all development permits to determine that the permit requirements of this Chapter have been satisfied.~~
2. ~~Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.~~
3. ~~Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 11-16-11 are met.~~

~~If it is determined that there is no adverse effect and the development is not a building, then the permit shall be granted without further consideration.~~

~~If it is determined that there is an adverse effect, then technical justification, i.e., registered professional engineer, for the proposed development shall be required.~~

~~If the proposed development is a building, then the provisions of this Chapter shall apply.~~

2. ~~**USE OF OTHER BASE FLOOD DATA**. When base flood elevation data has not been provided in accordance with Section 11-16-6, the Building Official shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source in order to administer Section 11-16-15 Specific Standards.~~
3. ~~**INFORMATION TO BE OBTAINED AND MAINTAINED**.~~
   1. ~~Obtain and record the actual elevation, in relation to mean seal level of the lowest floor, including basement, of all new or substantially improved structures and whether or not the structure contains a basement.~~
   2. ~~For all new or substantially improved flood-proofed structures, verify and record the actual elevation, in relation to mean sea level, to which the structure has been flood-proofed, maintain the flood-proofing certifications required in Section 11-16-11(C) and maintain for public inspection all records pertaining to the provisions of this Chapter.~~
4. ~~**ALTERATION OF WATERCOURSES**. Notify adjacent communities and the State Division of Comprehensive Emergency Management prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Management Agency. The Building Official shall also require that maintenance is provided within the altered or relocated portion of said watercourse so that flood carrying capacity is not diminished.~~
5. ~~**INTERPRETATION OF FIRM BOUNDARIES**. Make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazards, for example, where there appears to be a conflict between a mapped boundary and actual field conditions.~~
6. ~~**VARIANCES**. Appeals and requests for variances from the requirements of this Chapter shall be heard in accordance with the established procedures of Park City. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.~~

11-16-15 ~~11-16-15 P~~ERMIT PROCEDURES

A. Applications for a development permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

   1. Elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;

   2 Elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed;

   3 A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 11-16-18(2);

   4 Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

   5 Maintain a record of all such information in accordance with Section 11-16-14(A).

B. Approval or denial of a development permit by the Floodplain Administrator shall be based on all of the provisions of this Chapter and the following relevant factors:

   1 The danger to life and property due to flooding or erosion damage;

2 The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

3 The danger that materials may be swept onto other lands to the injury of others;

4 The compatibility of the proposed use with existing and anticipated development;

5 The safety of access to the property in times of flood for ordinary and emergency vehicles;

6 The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

7 The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;

8 The necessity to the facility of a waterfront location, where applicable;

9 The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

10 The relationship of the proposed use to the comprehensive plan for that area.

11-16-16 ~~11-16-16 V~~ VARIANCE PROCEDURES

A. The Board of Appeals ~~City Council~~ as established by the Land Management Code shall hear and render judgement on requests for variances from the requirements of this Chapter.

B. The Board of Appeals ~~City Council~~ shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this Chapter.

C. Any person or persons aggrieved by the decision of the Board of Appeals ~~City Council~~ may appeal such decision in the courts of competent jurisdiction within thirty (30) days.

D. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

E. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.

F. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 11-16-15 (2A - J) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

G. Upon consideration of the factors noted above and the intent of this Chapter, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter (Section 11-16-3 Statement of Purpose).

H. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

I. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

J. Prerequisites for granting variances:

1 Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

2 Variances shall only be issued upon:

a. showing a good and sufficient cause;

b. a determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

3 Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

K. Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

1 the criteria outlined in Section 11-16-16 (1)-(9) are met; and

2 the structure or other development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

11-16-1~~7~~4 General Standards

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:~~standards are required:~~

1. ~~**ANCHORING**. All new construction and substantial improvements including manufactured homes, which are controlled by the Land Management Code, shall be anchored to prevent floatation, collapse, or lateral movement of the structure. All manufactured homes must be elevated and anchored to resist floatation, collapse or lateral movement and capable of resisting the hydrostatic and hydrodynamic loads. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces. Specific requirements may be:~~

    1. ~~Over-the-top ties at each of the four corners of the manufactured home, with two (2) additional ties per side at intermediate locations, with manufactured homes less than fifty feet (50') long requiring one (1) additional tie per side;~~
    2. ~~Frame ties be provided at each corner of the home with five (5) additional ties per side at intermediate points, with manufactured homes less than fifty feet (50') long requiring four additional ties per side;~~
    3. ~~All components of the anchoring system be capable of carrying a force of 4,800 pounds; and~~
    4. ~~Any additions to the manufactured home must be similarly anchored.~~

2. ~~**CONSTRUCTION MATERIALS AND METHODS**.~~

    1. ~~All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.~~
    2. ~~All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.~~
    3. ~~All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~

3. ~~**UTILITIES**.~~

    1. ~~All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;~~
    2. ~~New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and~~
    3. ~~On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.~~

4. ~~**SUBDIVISION PROPOSALS**.~~

    1. ~~All subdivision proposals shall be consistent with the need to minimize flood damage;~~
    2. ~~All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;~~
    3. ~~All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and~~
    4. ~~Base flood elevation data shall be provided for subdivision proposals and other proposed development which contain at least fifty (50) lots or five (5) acres, whichever is less.~~

A Shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

B Shall be constructed by methods and practices that minimize flood damage;

C Shall be constructed with materials resistant to flood damage;

D Shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

E All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

F New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

G On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

11-16-18~~5~~ Specific Standards

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Section 11-16-6, (ii) Section 11-16-14(~~7~~G), or (iii) Section 11-16-18(~~3~~C), the following provisions are required:~~In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 11-16-13 (B) the following standards are required:~~

1. ~~**RESIDENTIAL CONSTRUCTION**. New construction and substantial improvement of any residential structure shall have the lowest floor, including the basement, elevated to or above base flood elevation. Within any AO or AH zone on the FIRM, all new construction and substantial improvement of residential construction shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, at least two feet if no depth number is specified. Within any AO or AH zone, adequate drainage paths around structures shall be required to guide floodwater around and away from proposed structures.~~
2. ~~**NON-RESIDENTIAL CONSTRUCTION**. New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated to the level of the base flood elevation; or together with attendant utility and sanitary facilities, shall:~~
    1. ~~Be flood-proofed so that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water;~~
    2. ~~Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and~~
    3. ~~Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certifications shall be provided to the Official as set forth in Section 11-16-13(C)(2).~~
    4. ~~Within any AO or AH Zone on the FIRM, all new construction and substantial improvement of non-residential structures: (a) shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM, at least two feet (2') if no depth number is specified; or (b) together with attendant utility and sanitary facilities be completely flood-proofed to that~~

~~level to meet the flood-proofing standard specified in Section 11-16-15(B), above. Within any AO or AH Zone, adequate drainage paths around structures shall be required to guide floodwater around and away from proposed structures.~~

~~3. **OPENINGS IN ENCLOSURES BELOW THE LOWEST FLOOR**. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designated to automatically equalize the hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:~~

~~1. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;~~

~~2. The bottom of all openings shall be no higher than one foot (1') above grade; and~~

~~3. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwater.~~

~~4. **MANUFACTURED HOMES**. Manufactured homes shall be anchored in accordance with Section 11-16-14 (A). All manufactured homes or those to be substantially improved shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation and is securely anchored to an adequately anchored foundation system.~~

A. Residential Construction - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 11-16-15(~~1~~A), is satisfied.

B. Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

C. Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

2. The bottom of all openings shall be no higher than one foot above grade.

3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Manufactured Homes –

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

   a. the lowest floor of the manufactured home is at or above the base flood elevation, or

   ~~ii.~~b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

E. Recreational Vehicles - Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

1. be on the site for fewer than 180 consecutive days,

2. be fully licensed and ready for highway use, or

3. meet the permit requirements of Section 11-16-15(A), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

11-16-19 ~~11-16-19~~ STANDARDS FOR SUBDIVISION PROPOSALS

A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sections 11-16-~~2~~d, -3, -4.

B. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of Sections 11-16-7, -15, -17, -18, -19, and -20 of this Chapter.

C. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Section 11-16-6, or Section 11-16-14 (~~7~~G) of this Chapter.

D. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

E. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

11-16-20 STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Section 11-16-6, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

A. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

B. All new construction and substantial improvements of non-residential structures;

1. have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;

2. together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

C. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Section 11-16-15(A), are satisfied.

D. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

11-16-21~~16~~ Floodways

~~Located within areas of special flood hazard established in Section 11-16-6 are areas designated as floodway. Since the floodway is an extremely hazardous area due to the velocity of flood waters, which carry debris, potential projectiles, and erosion potential, the following provisions apply:~~

1. ~~Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.~~
2. ~~If Section 11-16-16(A) is satisfied, all new construction and substantial improvement shall comply with all applicable flood hazard reduction provisions of Section 11-16-14 and Section 11-16-15.~~

Floodways - located within areas of special flood hazard established in Section 11-16-6, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

A. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

B. If Section 11-16-20(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Sections 11-16-17, -18, -19.

C. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** applies for a conditional FIRM and floodway revision through FEMA.

11-16-22 DEFINITIONS

The following definitions apply in this Chapter:

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a one percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) is the water surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.

BASEMENT - means any area of the building having its floor sub-grade (below ground level) on all sides.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means a non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters.

2. the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory or historic places (the Park City Historic Sites

Inventory) in communities with historic preservation programs that have been certified either:

a) by an approved state program as determined by the Secretary of the Interior; or

b) directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is:

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. designed to be self-propelled or permanently towable by a light duty truck; and
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or

2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.).

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Comparison of Flood Hazard

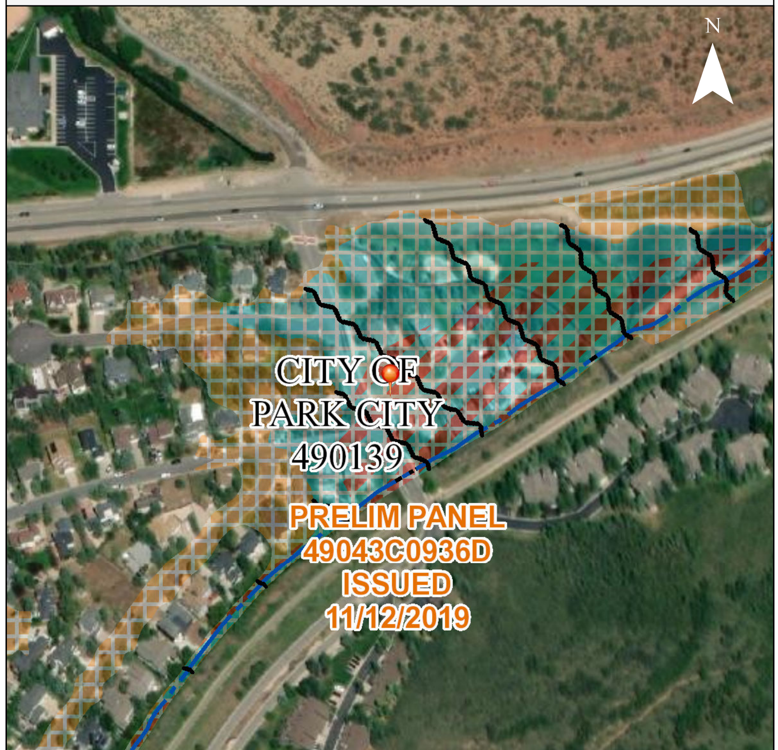
Attachment B

Effective & Preliminary Flood Hazards

FEMA

Effective

Preliminary



Effective	
POI Longitude/Latitude	-111.4852, 40.6674
Effective FIRM Panel	49043C0936C
Effective Date	3/16/2006
Flood Zone	A
Static BFE*	Not Available
Flood Depth	Not Available
Vertical Datum	Not Available

Preliminary	
POI Longitude/Latitude	-111.4852, 40.6674
Preliminary FIRM Panel	49043C0936D
Preliminary Issue Date	11/12/2019
Flood Zone	AE
Estimated Static BFE*	Not Available
Estimated Flood Depth	Not Available
Vertical Datum	Not Available

* A **Base Flood Elevation** is the expected elevation of flood water during the 1% annual chance storm event. Structures below the estimated water surface elevation may experience flooding during a base flood event.

Hazard Level	Flood Hazard Zone
High Flood Hazard	**AE, A, AH, AO, VE and V Zones.** Properties in these flood zones have a 1% chance of flooding each year. This represents a 26% chance of flooding over the life of a 30-year mortgage.
Moderate Flood Hazard	**Shaded Zone X.** Properties in the moderate flood risk areas also have a chance of flooding from storm events that have a less than 1% chance of occuring each year. Moderate flood risk indicates an area that may be provided flood risk reduction due to a flood control system or an area that is prone to flooding during a 0.2% annual chance storm event. These areas may have been indicated as areas of shallow flooding by your community.
	Unshaded Zone X. Properties on higher ground and away from local flooding sources have a reduced flood risk when compared to the Moderate and High Flood Risk categories. Structures in these areas may be affected by larger storm events, in excess of the 0.2% annual chance storm event.
Low Flood Hazard	**Insurance Note:** High Risk Areas are called 'Special Flood Hazard Areas' and flood insurance is mandatory for federally backed mortgage holders. Properties in Moderate and Low Flood Risk areas may purchase flood insurance at a lower-cost rate, known as Preferred Risk Policies. See your local insurance agent or visit https://www.fema.gov/national-flood-insurance-program for more information.

Disclaimer: This report is for informational purposes only and is not authorized for official use. The positional accuracy may be compromised in some areas. Please contact your local floodplain administrator for more information or go to msc.fema.gov to view an official copy of the Flood Insurance Rate Maps.

Service Layer Credits: Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

9/24/2020 6:35:14 PM

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Josh Miller
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance No. 2021-12, an Ordinance Adopting an Adjusted Budget for FY 2021 for Park City Municipal Corporation
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
FY 2021 Budget Adjustment Staff Report

Exhibit A: Budget Adoption Ordinance FY21

Exhibit B: Expense Report January 2021

Exhibit C: Revenue Report January 2021

City Council Staff Report

Subject: Budget Adjustment
Author: Jed Briggs, Penny Frates, Josh Miller
Department: Budget, Debt, and Grants
Date: 3/11/2021
Type of Item: Legislative

Recommendation

Adopt the FY21 Adjusted Budget with changes outlined in this report, including purchasing a fleet of electric golf vehicles, a Golf Department and Public Works reorganization due to recent retirements, and the receipt of several grants.

Background

This budget adjustment is requested to meet two needs. First, the golf vehicles have reached their useful life and need replacement. Second, the Golf and Public Works Department's require a reorganization to continue operating effectively and efficiently.

Staff also recommends adjusting expense budgets to reflect grants the City has received since the most recent budget adoption in November 2021.

Analysis

Golf Car Fleet

The current fleet of Club Car Precedent golf carts is four years old. Four years is the normal period a golf course keeps golf carts. The 2020 golf season put more wear and tear on the golf carts than typical years. During the pandemic, the course had more golfers using golf carts, with many of them riding alone, which resulted in a 50% increase in use. Staff recommends purchasing 74 electric golf carts and one lithium electric player assistant golf cart in an amount not to exceed $355,000. The selection committee received 3 bids through the RFP process and evaluated 6 criteria. Staff selected the Club Tempo golf cart from Intermountain Golf due to performance, size and reliability.

The total purchase price will come from trading in our current fleet ($138,750), with the remaining balance of $216,250 to be paid from the Golf's Enterprise fund balance. Golf fund revenues were up $360K from 2019 to 2020 resulting in an increased fund balance. This project is not currently included in the Golf Course's FY 2021 Budget, but due to the popularity of golf and excess demand this past season, the order need to be placed as soon as possible to meet opening day.

Golf and Public Works Reorganization

The recent retirement of Public Works Manager, Clint Dayley, prompted a re-evaluation of the departments he managed including Parks, Building Maintenance, and Golf Maintenance.

The proposed reorganization will provide upward mobility for several long-time staff members, draw upon Troy Daley's management experience, and fulfil a longtime goal to create a unified golf course management and maintenance structure.

Specifically, the reorganization would bring together the Fleet, Streets, Stormwater, Parks and Building Maintenance Departments under one Public Works Director (Troy D.). The **Golf Maintenance Department**, previously in Public Works, would move to the **Golf Course** under a Golf Course Manager (Vaughn R.). Each departmental reorganization (Golf and Public Works) impacts several positions beyond the manager alone. They are outlined below.

Golf Reorganization

To streamline the organization, reduce costs and create additional leadership and upward mobility opportunities, the Golf Department recommends restructuring as follows:

1. Create a new maintenance supervisor position (Golf Course Superintendent)
2. Re-assign functions to the Golf Manager position (previously Clint D's.)

This change will result in a $17,853 overall budget increase for Golf.

	Position	Department	Total
Golf Fund			
Current	Golf Manager	Golf Pro Shop	$138,796
Current	Parks IV	Golf Maintenance	$120,509
Total Current			$259,305
Proposed	Golf Course Manager	Golf Pro Shop	$143,772
Proposed	Golf Course Superintendent	Golf Maintenance	$133,386
Total Proposed			$277,158
Total Golf Fund Increase			$ 17,853

Public Works Reorganization

1. Elevate the Public Works Manager position to Public Works Director. The Public Works Director will have responsibilities over the Fleet, Streets, Stormwater, Parks, and Building Maintenance Departments.
2. Create a new supervisory position (Parks Superintendent) to oversee the day-to-day Park operations and budget (the Parks Superintendent).
3. Create a new full-time Parks II position to offset losing the Parks IV position's responsibilities to the supervisor position.
4. Restructure Fleet Department responsibilities to manager in-house to allow for additional departments to be managed by the PW Director.

These changes will result in a $31,361 decrease in the General Fund.

	Position	Department	Total Cost
General Fund			
Current	Public Works Manager	Street Maintenance	$160,195
Current	Public Works Manager	Parks	$158,777
Current	Parks IV	Parks	$107,412
Current Total			$426,384
Proposed	Public Works Director	Street Maintenance, Parks	$170,822
Proposed	Parks Superintendent	Parks	$133,386
Proposed	Parks III	Parks	$ 94,156
Proposed	Parks Seasonal	Parks	$ 28,391
Proposed Total			$426,755
General Fund Savings			$ 371
	Position	Department	Total Cost
Fleet Fund			
Current	Fleet Supervisor	Fleet	$121,872
Current	Fleet Supervisor	Fleet	$121,872
Current	Mechanic I	Fleet	$102,103
Current Total			$345,847
Proposed	Fleet Manager	Fleet	$133,386
Proposed	Fleet Administrator	Fleet	$103,700
Proposed	Shop Foreman	Fleet	$103,700
Proposed	Fleet Seasonal	Fleet	$ 4,647
Proposed Total			$345,433
Fleet Fund Savings			$ (414)

FY21 Grants

Staff recommends adjusting expense budgets to reflect grants the City has received since the most recent budget adoption. These grants are from state agencies and a non-profit:

- Library - $100 for miscellaneous donation;
- Library - $804.95 University of Utah Cares Funding (Hot Spots);
- Police - $4,500 for Justice Assistance Grant (JAG) Federal Pass-Through;
- Special Events - $3,000 for Rocky Mountain Power Grant; and
- Special Events - $10,000 Restaurant Tax Grant – Summit County 4th of July Celebration.

January Budget Report

The January revenue and expenditure reports are included separately as Exhibits B and C. The reports are detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, Utah statute, and sample summary reports found in the Utah Uniform Accounting Manual.

The summary reports are reviewed monthly by Council for all funds.

Notable Observations:

Expenditures

- Overall, operating expenditures for FY21 are in line with expectations and down slightly compared to FY19 and FY20, once the CARES Act Funding ($2M) is accounted for. Staff has imposed strenuous cost-cutting-control measures.

Revenues

- Sales tax revenues generally continued their stronger than projected trend in December 2020. Regular sales taxes for the year (Jul-Dec) are down 2% from last fiscal year. December was down 9.6% last fiscal year compared to the previous December.
  - TRT, or our lodging tax, is currently down 18% compared to FY20.
- Building/Planning/Engineering (BPE) fees are down significantly because of less large-scale building activity than the previous year. However, these are in-line with our budget projections as staff did not anticipate any large projects on the horizon for 2021.
- Property tax revenues are 9% higher than budgeted. During the last recession, property taxes fell off due to an increase in mortgage defaults, which led to a decrease in property tax payments. During the last budget adoption, the budget department forecasted a similar drop; however, this has not come to fruition. In addition, the actuals appear higher than FY20, but this is due to the debits from the General Fund to the RDA funds that have not happened yet.

Exhibits

A – FY21 Adjusted Budget Adoption Ordinance
B – Revenue Report January
C – Expense Report January

Ordinance No. 2021-12

AN ORDINANCE ADOPTING AN ADJUSTED BUDGET FOR FY 2021 FOR PARK CITY MUNICIPAL CORPORATION.

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

WHEREAS, a public hearing was held on March 11, 2021 at the City Council's regularly scheduled meetings, complying with State law.

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

SECTION 1. 2021 ADJUSTED BUDGET ADOPTED. The budget as outlined in the City Council Adopted Budget adopted on June 18, 2020 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Adjusted FY 2021 Operating Budget for Park City Municipal Corporation.

SECTION 2. EFFECTIVE DATE. The 2021 Adjusted Budget shall take effect upon publication.

PASSED AND ADOPTED this 11th day of March, 2021.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Andy Beerman

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
City Attorney's Office

Expenditures by Object Type- 7th Month of FY21 (January 2021)

March 11, 2021

	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Adj Bud 11. 12 FY 2021	Adj Bud 3.11 FY 2021	% of Budget FY 2021
011 GENERAL FUND						
PERSONNEL SERVICES	12,264,918	12,932,055	12,615,061	21,961,047	21,961,418	371
MATERIALS, SUPPLIES AND SERVICES	662,755	628,582	430,684	1,072,776	1,072,776	0
UTILITIES	387,243	395,289	311,773	1,551,940	1,551,940	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,646,904	1,774,080	2,008,012	4,382,104	4,400,509	18,405
PARTS/MAINTENANCE SUPPLIES	539,703	635,074	422,940	1,046,665	1,046,665	0
SPECIAL SERV CONTRACT/MISC CHARGES	525,252	477,476	2,521,287	3,830,464	3,830,464	0
CAPITAL OUTLAY	88,597	155,240	139,199	335,320	335,320	0
INTERFUND TRANSFER	2,859,180	1,734,348	1,653,197	2,834,061	2,834,061	0
Total 011 GENERAL FUND	18,974,551	18,732,144	20,102,154	37,014,378	37,033,153	18,776
012 QUINNS RECREATION COMPLEX						
PERSONNEL SERVICES	504,082	422,634	453,043	909,979	909,979	0
MATERIALS, SUPPLIES AND SERVICES	31,665	21,617	18,872	63,345	63,345	0
UTILITIES	66,448	65,048	53,289	157,200	157,200	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	28,846	37,986	29,025	70,740	70,740	0
PARTS/MAINTENANCE SUPPLIES	31,244	25,545	21,845	43,200	43,200	0
SPECIAL SERV CONTRACT/MISC CHARGES	12,706	16,072	11,352	21,000	21,000	0
CAPITAL OUTLAY				1,000	1,000	0
Total 012 QUINNS RECREATION COMPLEX	674,991	588,902	587,426	1,266,464	1,266,464	0
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
PERSONNEL SERVICES	13,649	13,337	4,294	31,958	31,958	0
MATERIALS, SUPPLIES AND SERVICES	9,150	9,150	14,461	20,000	20,000	0
UTILITIES	11,075	18,743	1,184	34,300	34,300	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		1,895	660	70,000	70,000	0
SPECIAL SERV CONTRACT/MISC CHARGES				568,000	568,000	0
INTERFUND TRANSFER	957,320	1,220,646	1,803,977	3,092,532	3,092,532	0
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	991,194	1,263,771	1,824,576	3,816,790	3,816,790	0
024 MAIN STREET RDA SPECIAL REVENUE FUND						
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	921	722		50,000	50,000	0
SPECIAL SERV CONTRACT/MISC CHARGES				405,000	405,000	0
INTERFUND TRANSFER	438,669	402,500	408,331	700,000	700,000	0
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	439,590	403,222	408,331	1,155,000	1,155,000	0
031 CAPITAL IMPROVEMENT FUND						
CAPITAL OUTLAY	6,760,484	10,416,871	3,915,815	37,536,158	37,536,158	0

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

Expenditures by Object Type- 7th Month of FY21 (January 2021)

March 11, 2021

	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Adj Bud 11. 12 FY 2021	Adj Bud 3.11 FY 2021	% of Budget FY 2021
INTERFUND TRANSFER	1,951,474	3,351,320	2,088,520	3,580,329	3,580,329	0
Total 031 CAPITAL IMPROVEMENT FUND	8,711,958	13,768,191	6,004,335	41,116,487	41,116,487	0
033 REDEVELOPMENT AGENCY-LOWER PRK						
CAPITAL OUTLAY	88,135	15,907	199,006	255,000	255,000	0
INTERFUND TRANSFER	413,126	412,251	1,623,321	2,782,840	2,782,840	0
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	501,261	428,158	1,822,327	3,037,840	3,037,840	0
034 REDEVELOPMENT AGENCY-MAIN ST						
INTERFUND TRANSFER	469,679	469,588	610,617	1,046,777	1,046,777	0
Total 034 REDEVELOPMENT AGENCY-MAIN ST	469,679	469,588	610,617	1,046,777	1,046,777	0
038 EQUIPMENT REPLACEMENT CIP						
CAPITAL OUTLAY	896,097	1,036,495	176,967	1,460,138	1,460,138	0
Total 038 EQUIPMENT REPLACEMENT CIP	896,097	1,036,495	176,967	1,460,138	1,460,138	0
051 WATER FUND						
PERSONNEL SERVICES	1,602,219	1,827,263	1,734,753	3,258,424	3,258,424	0
MATERIALS, SUPPLIES AND SERVICES	112,712	202,028	242,483	305,962	305,962	0
UTILITIES	421,558	508,456	404,484	1,224,066	1,224,066	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	640,521	743,592	812,959	1,115,183	1,115,183	0
PARTS/MAINTENANCE SUPPLIES	467,624	800,741	721,804	891,927	891,927	0
SPECIAL SERV CONTRACT/MISC CHARGES	51,942	56,236	73,757	52,000	52,000	0
CAPITAL OUTLAY	2,672,439	10,177,241	19,463,500	40,896,797	40,896,797	0
DEBT SERVICE	1,770,253	1,752,014	3,756,628	1,028,266	1,028,266	0
INTERFUND TRANSFER	586,684	613,375	617,211	1,773,085	1,773,085	0
Total 051 WATER FUND	8,325,951	16,680,946	27,827,578	50,545,710	50,545,710	0
052 STORM WATER FUND						
PERSONNEL SERVICES	446,293	506,149	360,039	607,137	607,137	0
MATERIALS, SUPPLIES AND SERVICES	11,324	10,840	12,011	63,000	63,000	0
UTILITIES	35,428	23,202	18,917	37,200	37,200	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	21,141	54,398	65,017	149,625	149,625	0
PARTS/MAINTENANCE SUPPLIES	9,502	30,223	12,098	40,200	40,200	0
CAPITAL OUTLAY	6,414	2,492	40,669	1,221,500	1,221,500	0
INTERFUND TRANSFER	60,669	65,919	74,333	127,425	127,425	0
Total 052 STORM WATER FUND	590,771	693,224	583,083	2,246,087	2,246,087	0
055 GOLF COURSE FUND						
PERSONNEL SERVICES	494,054	483,085	463,967	899,687	917,540	17,853

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

Expenditures by Object Type- 7th Month of FY21 (January 2021)

March 11, 2021

	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Adj Bud 11. 12 FY 2021	Adj Bud 3.11 FY 2021	% of Budget FY 2021
MATERIALS, SUPPLIES AND SERVICES	48,773	35,560	40,695	66,200	66,200	0
UTILITIES	22,778	18,617	43,206	68,400	68,400	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	28,836	44,185	37,688	85,535	301,785	216,250
PARTS/MAINTENANCE SUPPLIES	130,961	104,529	128,700	235,800	235,800	0
SPECIAL SERV CONTRACT/MISC CHARGES	25,196	25,621	31,263	30,500	30,500	0
CAPITAL OUTLAY	-8,507	101,938	49,107	114,565	114,565	0
DEBT SERVICE				24,283	24,283	0
INTERFUND TRANSFER	83,363	82,306	78,694	134,913	134,913	0
Total 055 GOLF COURSE FUND	825,454	895,840	873,320	1,659,883	1,893,986	234,103
057 TRANSPORTATION & PARKING FUND						
PERSONNEL SERVICES	5,476,709	5,635,140	4,385,578	8,909,323	8,909,323	0
MATERIALS, SUPPLIES AND SERVICES	474,211	137,654	181,512	290,822	290,822	0
UTILITIES	159,997	212,118	153,121	360,100	360,100	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	497,698	381,676	449,083	1,572,750	1,572,750	0
PARTS/MAINTENANCE SUPPLIES	4,539	5,185	15,039	25,000	25,000	0
SPECIAL SERV CONTRACT/MISC CHARGES	91,066	16,794	15,602	20,000	20,000	0
CAPITAL OUTLAY	1,569,443	875,111	874,919	8,281,094	8,281,094	0
INTERFUND TRANSFER	1,766,765	1,998,507	1,945,132	3,334,501	3,334,501	0
Total 057 TRANSPORTATION & PARKING FUND	10,040,429	9,262,185	8,019,988	22,793,590	22,793,590	0
058 PARKING FUND						
PERSONNEL SERVICES		496,137	433,385	849,924	849,924	0
MATERIALS, SUPPLIES AND SERVICES		130,581	138,372	430,500	430,500	0
UTILITIES		2,447	3,114	10,400	10,400	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		4,719	8,344	148,000	148,000	0
PARTS/MAINTENANCE SUPPLIES		21,237	11,354	54,000	54,000	0
SPECIAL SERV CONTRACT/MISC CHARGES		71,739	6,134	65,000	65,000	0
CAPITAL OUTLAY				125,000	125,000	0
INTERFUND TRANSFER		3,500	4,669	8,000	8,000	0
Total 058 PARKING FUND		730,359	605,371	1,690,824	1,690,824	0
062 FLEET SERVICES FUND						
PERSONNEL SERVICES	568,773	573,570	532,485	995,989	995,575	-414
MATERIALS, SUPPLIES AND SERVICES	44,675	44,552	35,074	77,355	77,355	0
UTILITIES	500,067	605,246	260,934	1,001,800	1,001,800	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		3,018	3,515	3,800	3,800	0

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

Expenditures by Object Type- 7th Month of FY21 (January 2021)

March 11, 2021

	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Adj Bud 11. 12 FY 2021	Adj Bud 3.11 FY 2021	% of Budget FY 2021
PARTS/MAINTENANCE SUPPLIES	298,082	433,442	350,082	770,200	770,200	0
Total 062 FLEET SERVICES FUND	1,411,597	1,659,828	1,182,090	2,849,144	2,848,730	-414
064 SELF INSURANCE FUND						
MATERIALS, SUPPLIES AND SERVICES	19,512	24,444	17,229	50,500	50,500	0
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	301,154	487,627	358,591	872,560	872,560	0
SPECIAL SERV CONTRACT/MISC CHARGES	543,793	616,307	702,508	810,000	810,000	0
Total 064 SELF INSURANCE FUND	864,458	1,128,378	1,078,327	1,733,060	1,733,060	0
070 SALES TAX REV BOND - DEBT SVS FUND						
DEBT SERVICE	895,104	2,667,695	2,634,345	5,040,066	5,040,066	0
Total 070 SALES TAX REV BOND - DEBT SVS FUND	895,104	2,667,695	2,634,345	5,040,066	5,040,066	0
071 DEBT SERVICE FUND						
DEBT SERVICE	833,775	1,576,627	1,737,581	7,699,000	7,699,000	0
Total 071 DEBT SERVICE FUND	833,775	1,576,627	1,737,581	7,699,000	7,699,000	0
TOTAL	55,446,860	71,985,552	76,078,416	186,171,239	186,423,702	252,463

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

GLOSSARY OF FUNDS

1) General Fund

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

- General Fund
- Quinn's Recreation Complex Fund

2) Special Revenue Funds

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

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

3) Capital Project Funds

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

- Capital Improvement Fund - is used to account for capital projects of the City's general government.
- Redevelopment Agency- Lower Park Fund - Accounts for the acquisition or construction of capital projects in the Lower Park Avenue RDA area.
- Redevelopment Agency- Main Street Fund - Accounts for capital projects in the Main Street RDA area.

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

- Equipment Replacement CIP Fund - Accounts for the accumulation of resources for the future replacement of fixed assets such as computers, vehicles, heavy equipment.
- *Building Authority*
- *Park City Housing Authority*

4) Enterprise Funds

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

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

5) Debt Service Funds

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

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

6) Internal Service Funds

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

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

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

GLOSSARY OF OBJECT TYPES

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

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

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

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

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

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

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

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

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

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

Inter-fund Transfer: Financial transactions between City funds.

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

Revenues by Object Type- 5th Month of FY21 (January 2021)

March 11, 2021

	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Budget FY 2021	% of Budget FY 2021
011 GENERAL FUND					
Property Taxes	10,350,721	9,990,675	11,362,848	10,412,892	109.1%
Sales Tax	4,200,286	4,833,195	4,925,369	8,728,066	56.4%
Franchise Tax	1,332,893	1,346,868	976,043	3,229,380	30.2%
Licenses	408,376	359,441	273,324	323,501	84.5%
Planning Building & Engineering Fees	2,382,353	2,460,854	1,149,329	2,107,887	54.5%
Special Event Fees	49,359	99,188	8,081	127,595	6.3%
Federal Revenue	3,125	4,476		56,953	0.0%
State Revenue	82,399	56,026	57,285	80,182	71.4%
County/SP District Revenue	5,000		24,635	25,705	95.8%
Cemetery Charges for Services	11,387	16,413	11,294	95,465	11.8%
Recreation	1,006,696	1,125,051	1,105,650	1,415,701	78.1%
Other Service Revenue	21,210	35,950	23,736	151,702	15.6%
Library Fees	12,822	11,259	8,042	18,645	43.1%
Misc. Revenues	558,084	525,754	209,072	717,185	29.2%
Interfund Transactions (Admin)	1,142,554	1,172,409	1,172,409	2,724,847	43.0%
Special Revenues & Resources	58,078	71,454	3,202,353	2,938,857	109.0%
Total 011 GENERAL FUND	21,625,343	22,109,012	24,509,470	33,154,563	73.9%
012 QUINNS RECREATION COMPLEX					
County/SP District Revenue			10,300	10,300	100.0%
Recreation	4,399	911	409	3,359	12.2%
Ice	550,146	565,944	306,391	612,867	50.0%
Misc. Revenues	-145	3,639	86	847	10.1%
Total 012 QUINNS RECREATION COMPLEX	554,399	570,494	317,187	627,373	50.6%
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
Property Taxes	2,760,618	3,976,366	3,478,182	4,252,000	81.8%
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,760,618	3,976,366	3,478,182	4,252,000	81.8%
024 MAIN STREET RDA SPECIAL REVENUE FUND					
Property Taxes	1,063,809	1,122,837	1,222,139	1,195,000	102.3%
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,063,809	1,122,837	1,222,139	1,195,000	102.3%
031 CAPITAL IMPROVEMENT FUND					
Sales Tax	2,061,161	2,467,133	2,322,831	6,569,128	35.4%
Planning Building & Engineering Fees	464,186	278,575	189,928	355,000	53.5%
State Revenue	228,302	320,658	236,731	421,005	56.2%

Revenues by Object Type- 5th Month of FY21 (January 2021)

March 11, 2021

	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Budget FY 2021	% of Budget FY 2021
County/SP District Revenue	11,252	2,692,127	413,378	2,030,000	20.4%
Transit Charges for Services				3,500,000	0.0%
Misc. Revenues	332,456	5,304,159	1,646,293	14,420,502	11.4%
Special Revenues & Resources	72,194	160,963	218,695	231,125	94.6%
Bond Proceeds				9,000,000	0.0%
Total 031 CAPITAL IMPROVEMENT FUND	3,169,552	11,223,615	5,027,856	36,526,760	13.8%
033 REDEVELOPMENT AGENCY-LOWER PRK					
Interfund Transactions (CIP/Debt)	957,320	1,220,646	1,803,977	3,092,532	58.3%
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	957,320	1,220,646	1,803,977	3,092,532	58.3%
034 REDEVELOPMENT AGENCY-MAIN ST					
Interfund Transactions (CIP/Debt)	438,669	402,500	408,331	700,000	58.3%
Total 034 REDEVELOPMENT AGENCY-MAIN ST	438,669	402,500	408,331	700,000	58.3%
038 EQUIPMENT REPLACEMENT CIP					
Interfund Transactions (CIP/Debt)	626,325	749,931	767,431	1,315,600	58.3%
Total 038 EQUIPMENT REPLACEMENT CIP	626,325	749,931	767,431	1,315,600	58.3%
051 WATER FUND					
Planning Building & Engineering Fees	1,402,202	1,242,376	768,738	1,183,938	64.9%
Water Charges for Services	11,093,758	10,380,156	12,341,815	19,889,201	62.1%
Total 051 WATER FUND	12,495,960	11,622,531	13,110,553	21,073,139	62.2%
052 STORM WATER FUND					
Water Charges for Services	782,783	817,217	628,264	2,000,000	31.4%
Total 052 STORM WATER FUND	782,783	817,217	628,264	2,000,000	31.4%
055 GOLF COURSE FUND					
Recreation	1,039,275	1,031,505	1,296,367	1,337,137	97.0%
Misc. Revenues	3,892	7,183	5,346	40,748	13.1%
Interfund Transactions (CIP/Debt)	14,581	14,581	14,581	25,000	58.3%
Total 055 GOLF COURSE FUND	1,057,748	1,053,269	1,316,294	1,402,885	93.8%
057 TRANSPORTATION & PARKING FUND					
Sales Tax	1,646,239	2,392,656	2,445,687	4,566,595	53.6%
Licenses	928,535	940,234	891,803	656,289	135.9%
Federal Revenue		88,436	4,811,261	3,585,800	134.2%
Transit Charges for Services	2,321,956	283,574	760,556	5,866,000	13.0%
Misc. Revenues	61,536	68,114	108,414	288,410	37.6%
Special Revenues & Resources	130,349	73,998	241,971	402,002	60.2%

Revenues by Object Type- 5th Month of FY21 (January 2021)

March 11, 2021

	Actuals FY 2019	Actuals FY 2020	Actuals FY 2021	Budget FY 2021	% of Budget FY 2021
Total 057 TRANSPORTATION & PARKING FUND	5,088,616	3,847,012	9,259,691	15,365,096	60.3%
058 PARKING FUND					
Fines & Forfeitures		1,556,282	275,650	2,603,364	10.6%
Total 058 PARKING FUND		1,556,282	275,650	2,603,364	10.6%
062 FLEET SERVICES FUND					
Interfund Transactions (Admin)	1,496,259	1,720,250	1,589,581	2,725,000	58.3%
Total 062 FLEET SERVICES FUND	1,496,259	1,720,250	1,589,581	2,725,000	58.3%
064 SELF INSURANCE FUND					
Interfund Transactions (Admin)	607,677	746,004	816,109	1,399,043	58.3%
Total 064 SELF INSURANCE FUND	607,677	746,004	816,109	1,399,043	58.3%
070 SALES TAX REV BOND - DEBT SVS FUND					
Interfund Transactions (Admin)	94,325	94,780	13,125	22,495	58.3%
Interfund Transactions (CIP/Debt)	2,834,279	4,233,159	4,322,458	7,409,946	58.3%
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,928,604	4,327,939	4,335,583	7,432,441	58.3%
071 DEBT SERVICE FUND					
Property Taxes	6,036,374	9,281,384	9,506,281	9,518,281	99.9%
Misc. Revenues	24,847	22,510	262	39,366	0.7%
Total 071 DEBT SERVICE FUND	6,061,221	9,303,894	9,506,543	9,557,647	99.5%
TOTAL	61,714,902	76,369,800	78,372,841	144,422,443	54.3%

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Michelle Downard
Submitting Department: Executive
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Ordinance 2021-13, an Ordinance Amending Title 6, Chapter 3 - Noise, of the Municipal Code of Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Noise Code Amendment Staff Report

Exhibit A: Noise Ordinance

Exhibit B: Analysis of Noise Ordinance

City Council Staff Report

Subject:	**Amendment to PCMC 6-3 Noise**
Author:	**Michelle Downard, Dave Thacker, Tricia Lake, Captain Phil Kirk**
Department:	**Executive, Building, Legal**
Date:	**March 11, 2021**
Type of Item:	**Legislative**

Recommendation
In response to complaints about the impacts of noise in Old Town's residential areas, staff evaluated Park City Municipal Code 6-3 Noise to identify improvement opportunities. While the overall ordinance has proven very effective considering the competing demands of commercial and residential zoning, staff recommends Council amends the Park City Municipal Code 6-3-10 (J) and (K) to eliminate noise exemptions for Public Outdoor Music Plazas and HVAC systems.

Staff continues to manage noise enforcement throughout Park City proactively. Efforts include launching a new informational web page and specific mitigation criteria when considering noise restriction requests.

Background
Park City Municipal Code 6-3 Noise was amended by Ordinance 2017-53, adopted November 16, 2017 (packet, pg 238). The amendments addressed constitutionality issues, increased clarity, and considered varying use districts. Staff reviewed ordinances from other jurisdictions to learn from their successful implementations, including Salt Lake City, West Valley, Ogden, and Boulder, CO.

Since 2017, multiple City departments, including Building, Legal, Police, Executive, and Special Events, have worked together to apply the ordinance to various situations and found the existing ordinance effective. On October 13, 2020, in response to a resident concern related to mechanical noise, Council directed staff to further review the noise ordinance for possible improvements and target the HVAC exemption, PCMC 6-3-10 (K).

Analysis
Noise is a common quality of life concern for local jurisdictions with business districts. While identifying possible improvements, the primary goal is to balance livability with business vibrancy while also recognizing the need for broad, easily understood ordinance standards. Additionally, while noise ordinances generally outline broad sound level restrictions, it is also important to address specific circumstances through affective exemptions, prohibitions, and a process to consider relief of restrictions.

Park City's Noise Ordinance establishes permissible noise levels within residential and commercial zones during the day and night. The ordinance identifies specific exemptions, including emergency vehicles, fireworks, snowmaking activities at ski areas, snowplowing and prohibitions such as horns, radios, loudspeakers, and dynamic braking devices. The ordinance also allows individuals to apply for relief of restrictions. The most common applications for relief are for unique, time-limited activities, including neighborhood parties, weddings, and special events.

Decibel Levels

The 2017 noise amendments generally maintained the noise standards (65 dBA) while adding specificity for the commercial and residential use districts and different limitations for day and night noise (not previously differentiated). Staff feels this remains the most appropriate manner to identify noise standards within Park City. Additionally, to maintain current noise standards, the amendment specified that when noise can be measured in more than one land use category (residential and commercial), the limits of the least restrictive use (commercial) shall apply.

Use District	10:00 P.M. – 6:00 A.M.	6:00 A.M. – 10:00 P.M.
Residential	50 dBA	55 dBA
Commercial	60 dBA	65 dBA

Exhibit B outlines the noise ordinance analysis from other jurisdictions, including a comparison of the number of complaints and maximum permissible sound levels. Park City's maximum permissible sound levels within residential and commercial zones were comparable with the majority of other jurisdictions. Staff finds the adopted decibel levels appropriate in establishing a reasonable overall standard of livability and economic sustainability for Park City. No amendments are recommended to decibel levels.

Motor Vehicles

In response to previously mentioned concerns, motor vehicle noise was also evaluated. To maintain consistency with State Law, no amendments are recommended. See Exhibit B for details.

Public Outdoor Music Plazas- Recommended Code Amendment

On June 27, 2019, PCMC 4A-3 Public Outdoor Music Plazas was repealed by Ordinance 2019-35. This is because the four stages, which were specifically approved at Summit Watch Plaza North and South, Town Lift Plaza and Miner's Park no longer exist. Therefore, staff recommends eliminating PCMC 6-3-10 (J), which exempts noise resulting from a duly licensed and operated Public Outdoor Music Plazas for consistency and clarity. The sites maintain the ability to apply for noise relief through PCMC 6-3-11.

Mechanical Equipment- Recommended Code Amendment

After hearing concerns about mechanical noise at one residence in Old Town, staff visited the site, met with residents, and conducted multiple field assessments. Staff found noise levels compliant with residential sound levels in our Code.

The 2017 noise amendments adopted Park City Municipal Code 6-3-10 (K) exempts heating, ventilation, and air conditioning (HVAC) units if operating in good repair and operating within manufacturer's specifications. The reason for the exemption included the feasibility of construction and proximity to neighboring properties in Old Town, and not all HVAC equipment is manufactured to meet Park City's adopted noise ordinance. For example, several major air conditioning compressor manufacturers exceed Park City's residential sound levels when measured at the source.

However, to maintain livability and yet not overly constrain residents from standard manufactured equipment, staff recommends a new restriction on HVAC equipment in the residential and commercial district sound level. This would eliminate the exemption for mechanical equipment and require compliance with sound levels. This recommendation is justified by the lack of application of this exemption since its adoption in 2017, Old Town's proximity of residential structures, topography, lack of similar noise equipment exemptions in other jurisdictions, and mitigation options.

Additional Improvements

In addition to the code amendment, staff has taken additional steps to improve the noise ordinance application and accessibility for residents and businesses.

- **Informational Webpage-** Staff launched a new webpage to respond to the most common noise questions, educate about regulations, and direct questions and submit requests for relief from restrictions.
- **Relief from Restrictions**- The Noise Ordinance establishes broad noise standards and identifies specific exemptions and prohibitions. In addition, unique, time-limited activities continue to be considered by the Chief Building Official and Chief of Police, who have authority to approve relief through PCMC 6-3-11. Applications are a valuable tool to consider reasonable activities not otherwise permitted, such as weddings, parades, and block parties. Approvals are provided with conditions of approval, such as specific DBA levels, time limitations, onsite responsible parties, onsite decibel testing, amplification restrictions, site-layout review, and outreach. Activities that cannot be substantially mitigated are not be approved.

Staff is confident in the current success of the noise ordinance and the balance it attempts to strike between competing interests. Staff plans to continue education and enforcement efforts. The amendment to the Park City Municipal Code 6-3-10 (J) and (K), eliminating the noise exemptions for Public Outdoor Music Plazas and HVAC systems will further balance livability, business vibrancy, and affordability.

Alternative

Council may direct staff to further review specific areas of concern within the noise ordinance for possible improvements. Should Council choose to proceed with this direction, staff recommends retaining an expert to perform a formal, objective noise study to base any recommendations going forward.

Exhibits

A Ordinance amending Park City Municipal Code 6-3-10 (J) and (K)
B Analysis of Noise Ordinance

Ordinance No. 2021-13

AN ORDINANCE AMENDING TITLE 6, CHAPTER 3 - NOISE, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, the livability and viability of Park City, its residents, businesses, and guests is a high priority; and

WHEREAS, Park City has a direct interest in protecting the health, economy, and natural environment of our community by addressing noise pollution while at the same time balancing residential and commercial interests; and

WHEREAS, residential complaints regarding noise pollution are often in conflict with adjacent commercial interests; and WHEREAS, members of the City Council find it in the best interest of the public to clarify the Municipal Code from time to time and specifically in this instance to realistically promote best practices by minimizing conflicts in neighboring commercial and residential zones.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendments. Title 6 Chapter 3 of the Municipal Code of Park City is hereby amended to include the following:

6- 3-10. EXEMPTIONS.

The following uses and activities shall be exempt from noise level regulations:

(A) Noise of safety signals, warning devices, and emergency pressure relief valves;

(B) Noise resulting from any authorized emergency vehicle when responding to an emergency call or in time of an emergency;

(C) Noise resulting from emergency work;

(D) Noise resulting from lawful fireworks and noisemakers used for celebration of an official holiday;

(E) Any noise resulting from activities of temporary nature during periods permitted by law for which a license or permit has been approved in accordance with Section 6-3-11;

(F) Any noise resulting from snowmaking activities at ski areas; and

(G) Any noise resulting from the maintenance of golf courses.

(H) Any noise resulting from snow plowing or removal services.

(I) Ten o'clock whistle.

~~(J) Noise resulting from a duly licensed and operated Public Outdoor Music Plaza pursuant to Title 4 of the Municipal Code of Park City.~~

~~(K) Noise resulting from the operation of a permitted and approved Heating, Ventilation, and Air Conditioning (HVAC) system, including central air conditioning units, evaporative coolers, or window cooling units, regardless of the time or frequency of operation, provided the system is in good repair and operating within manufacturer's specifications.~~

Section II. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section III. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of Park City Municipal Corporation conflict with the provisions of this ordinance, this ordinance shall prevail.

Section IV. Effective Date. This ordinance shall become effective upon publication.

PASSED AND ADOPTED BY THE PARK CITY COUNCIL this 11th day of March, 2021.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Andy Beerman

Attest:

____

Michelle Kellogg, City Recorder

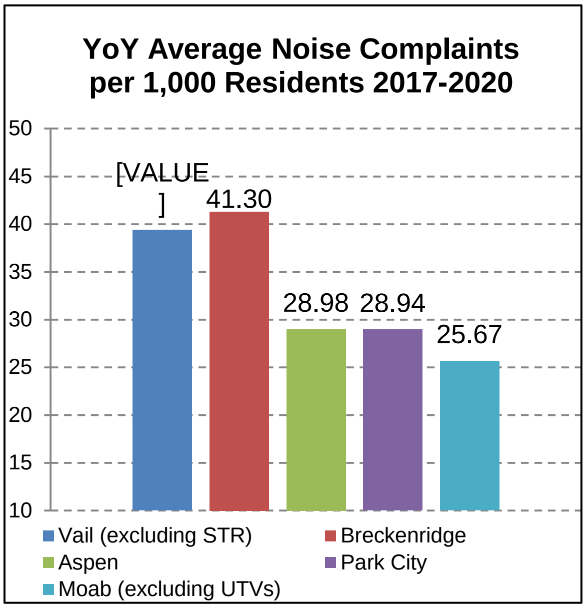
Approved as to form:

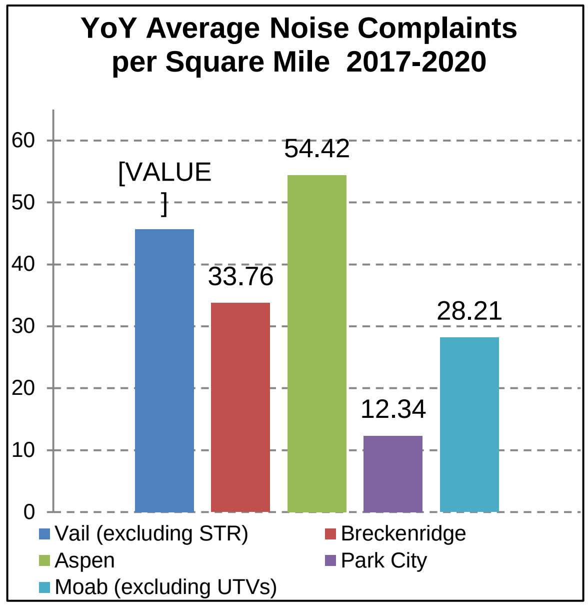
____
City Attorney’s Office

Exhibit B- Analysis of the Noise Ordinance

Noise Complaints

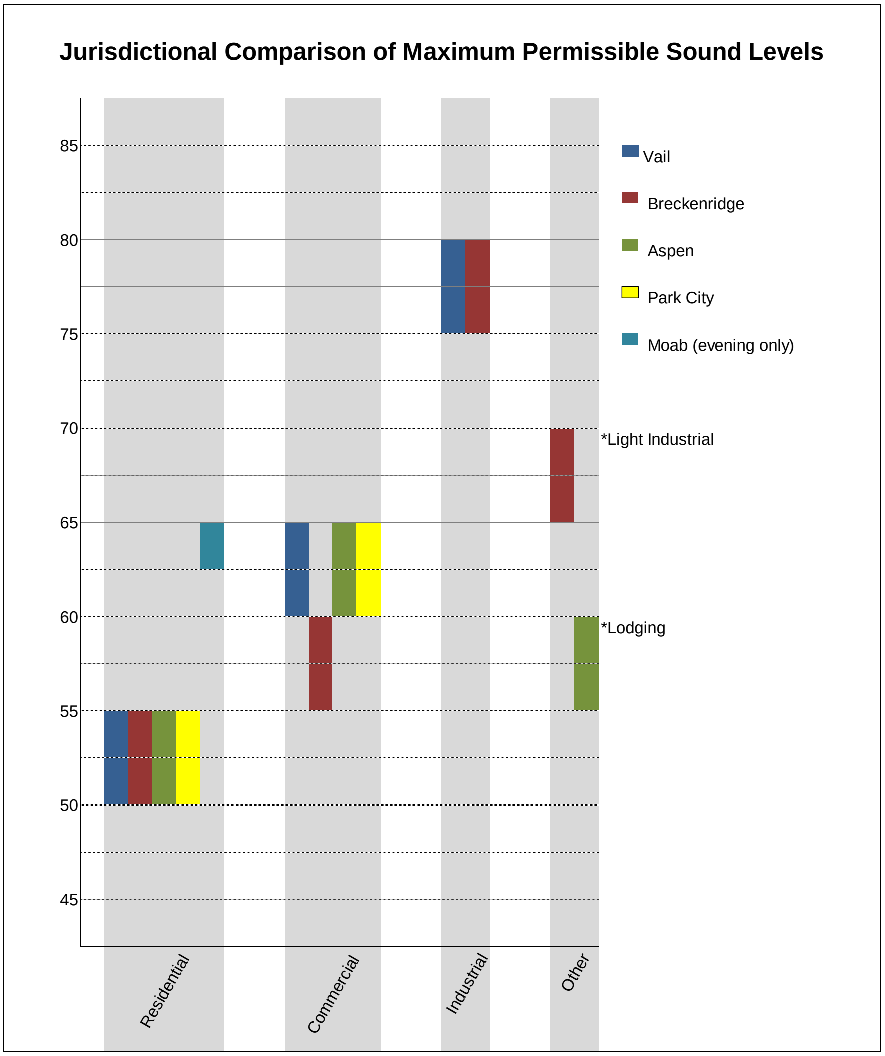
To better understand Park City's Noise Ordinance's effectiveness, staff analyzed noise complaint data from other tourism jurisdictions with comparable topography. The year-over-year average for total noise complaints from 2017 (when Park City's Ordinance was adopted) to 2020 were identified for each jurisdiction and divided by the total square miles and 1,000 residents. This provided a comparable baseline and avoids giving the impression that larger jurisdictions with more complaints have more significant noise concerns. The findings are encouraging. While Park City's noise complaint data include 2-7 annual complaints originating from one Old Town residence, Park City's overall complaints were not statistically high in comparison to other jurisdictions.





Permissible Sound Levels

Maximum Permissible Sound Levels are identified within each jurisdiction's ordinance. Park City's maximum permissible sound levels within residential and commercial zones were comparable with other jurisdictions. However, it is important to note that other noise ordinances outline different sound levels for lodging, light industrial, and industrial areas or might not have restrictions in commercial zones. Through this comparison, staff finds the adopted decibel levels to be appropriate in establishing a reasonable overall standard of livability for the Park City community.



Motor Vehicle Noise

Motor vehicle noise is a common concern for communities as vehicle modifications become increasingly popular. PCMC 6-3-12 requires exhaust systems to be free from defects that affect sound reduction, vehicles to be equipped with a muffler or other noise dissipation device, and prohibit cut-out, bypass, or similar devices. PCMC 6-3-8 Specific Noise Prohibitions prohibits operating vehicles in disrepair, which violates the decibel levels listed above. Utah State Code 41-6a-1626 is consistent with Park City's regulations and requires vehicles to be equipped with mufflers or other noise suppression devices and prohibits muffler cut-out and bypass. In order to maintain consistency with State Law, no amendments are recommended.

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Jason Glidden
Submitting Department: Community Development
Item Type: Staff Report
Agenda Section:

Subject:
Housing Department Update

Suggested Action:
This report is to provide an informational update on the work the Housing Department has completed at the request of City Council.

Attachments:
Housing Department Update Staff Report

City Council Staff Report

Subject: Housing Update
Authors: Jason Glidden, Affordable Housing Program
Department: Housing
Date: March 11, 2021
Type of Item: Informational

Recommendation

This report provides an informational update on the work the Housing Department has completed at the request of the City Council.

Background

On February 11, 2021, Council provided staff with a list of tasks to better understand the current housing and construction market. These tasks included:

- Analyze the demographics of the Park City workforce to help determine targeted AMI levels;
- Draft an RFP to outline land deal structure, targeted AMI levels, number of units, amount of market-rate unit rentals vs. for-sale, and the potential for supportive commercial;
- Review and receive feedback of draft RFP with the PPP Task Force;
- Identify the potential pros and cons of PPP;
- Further research and determine steps to entitle other City-owned properties for future PPP opportunities: and
- Develop a list of options for the Woodside Park Phase 2 site.

Staff facilitated three additional meetings with the PPP Task Force that focused on construction costs, financing, and the code/permit approval process.

Analysis

Demographics of Park City Workforce

This exercise is aimed to provide more information to help determine appropriate average median income (AMI) levels to target City-sponsored housing developments. Based on the Summit County Economic Development Director:

- Workforce sectors with 500 or more employees (in 2021) make up 41% of the Park City workforce.
- These sectors include food service, retail, and entertainment, with an average salary of $32,490, an AMI level of 41% for a one-person household, or 29% for a household of four.
- The sectors with 200 or more employees make up 79% of the Park City workforce, with an average salary of $39,983, an AMI level of 50% for a one-person household, or 35% for a household of four.

To better capture the majority of the Park City workforce, AMI should be targeted at 30% to 50%. Note, however, that the majority of households would have more than one employee, and many employees have more than one job. Both situations would increase the household AMI.

Accordingly, staff recommends targeting an average AMI of 60% for future affordable housing projects, including Public/Private Partnerships. This target is consistent with the federal government requirement to qualify for tax credit programs and will also support a more diverse demographic within each development.

Construction Cost Comparison
To better understand the nature of construction costs in Park City, staff surveyed general contractors, architectural firms, and developers to collect data on actual construction costs incurred in the last two years. The survey showed several factors play into increased costs:

- Labor – The average increase in the price of 15-25% between comparable projects in Salt Lake and Park City (commute time, vehicle wear and tear, parking (shuttles to job sites), and winter conditions;
- Sustainability – Building to net-zero design increases costs between 10%-15%, as confirmed by the Sustainability team. Though they result in long-term savings for residents, they impact the bottom line considerably;
- Materials – Based on cost estimators, construction costs increase by around 7%-8% per year. COVID-19 caused a considerable increase, but as supply chains get back up to speed and meet demand, cost increases may decelerate to historical rates; and
- Design Standards – Park City housing utilizes a building design that seeks to maintain compatibility with surrounding neighborhoods. No building for maximum production comes with associated costs.

Draft Request for Qualifications
Council requested consideration of a PPP for the development of the Homestake lot. After speaking with other jurisdictions and the Task Force, an RFQ was drafted to begin the process. Staff has prepared a separate staff report that addresses the progress of the RFQ.

City-Owned Land Entitlement
Staff is currently working on analyzing properties identified at the February 11th work session to determine viability for future PPP opportunities. Staff plans to return in the coming weeks with an update on their progress.

Woodside Park Phase 2 Options
Staff has begun to work with Method Studio to look into possible options for the Woodside Park Phase 2 site. These options will include the City's ability to develop or sell portions of the site. Staff expects to bring these options back to City Council in April.

Agenda Item No:4.

Council Agenda Item Report

Meeting Date: March 11, 2021
Submitted by: Jason Glidden
Submitting Department: Community Development
Item Type: Staff Report
Agenda Section:

Subject:
Private/Public Partnerships Discussion
(A) Public Input

Suggested Action:
Provide feedback on the use of private/public partnerships to further accelerate the production of affordable housing inventory and supply within Park City.

Attachments:
Public/Private Partnerships Staff Report

Exhibit A: 2.2.21 Affordable Housing PPP Meeting Notes

Exhibit B: Proposed Homestake RFQ Provisions, Minimum Requirements, and Preferences

City Council Staff Report

Subject: Public-Private Partnerships
Authors: Jason Glidden, Affordable Housing Program
Department: Housing
Date: March 11, 2021
Type of Item: Administrative

Recommendation

Review the proposed parameters for a Request for Qualifications (RFQ), including provisions, requirements, and preferences to facilitate the use of private/public partnerships to advance the City's affordable housing goals.

Executive Summary

Goal #1 of the 2020 Park City Moderate Housing Plan is: Build affordable and attainable units on City-owned property through public-private partnerships. The 2020 Plan recognizes that "private developers alone will never meet the affordable housing needs of the community. Land and construction costs are simply too high, making it difficult to provide affordable prices without subsidies….[U]nits will be developed directly by the City, or in partnership with other entities. "

To better understand what opportunities exist in partnerships and what criteria the City should be targeting, City Council provided staff with a list of items to complete. This report provides additional analysis and a draft of the Proposed Homestake RFQ Provisions, Minimum Requirements, and Preferences.

Background

In 2016, the City Council passed Resolution HA 01-2016, establishing a goal to create 800 new affordable units by 2026 with an interim goal of 220 units by 2020. There have been 133 units produced since 2016. While short of the aggressive 2020 target, Park City has built or financed the following additions to the community's affordable housing inventory:

- Retreat at the Park (8 units);
- Central Park Condos (11 units);
- Woodside Phase I (7 units);
- Marsac Avenue (formerly Peace House) (6 rooms); and
- Prospector Avenue (23 units).

Looking forward, Park City expects to add over 400 homes in the next few years through City-led construction projects and private development requirements.

Private-Public Partnerships

City Council requested staff assemble a Public-Public Partnership (PPP) Task Force to gain insight and expertise from development professionals. The group met on February 2, 2021, and staff presented an overview of the Community Housing goals and previewed a potential affordable housing PPP financial model. Input was provided on financial assumptions, as well as a robust discussion regarding overall challenges faced by area housing and development professionals.

On February 11, 2021, staff reported to Council the Task Force's progress and provided a summary (Exhibit A – Meeting Minutes)

- City developments seem to have higher costs than private;
- Access to land is critical. There are few developable parcels left within City limits;
- Traditional affordable housing funding sources may be available to make projects financially feasible, such as Low Income Housing Tax Credits and impact investment funds;
- Allowing mixed-use development helps by adding: commercial spaces to offset housing costs; and
- Permitting a housing project is expensive and time-consuming.

Council provided staff with a list of next steps to better understand the housing market and how PPP opportunities may further its housing goals. These included additional research into Park City workforce demographics, construction costs, and entitlement of city-owned properties. An update on the work that has been completed is provided in a separate report in this packet.

Staff facilitated three additional focus group meetings with members of the PPP Task Force. These meetings focused on construction costs, financing, and the code/permit approval process. The information gathered during these focus groups will further assist staff in drafting an RFQ that will provide clear expectations of what they are looking for in a partner and the City's goals.

Analysis

Pros & Cons of PPPs

As requested by Council, staff has developed a pros and cons list related to public/private partnerships.

Public/Private Partnerships	
PROS	CONS
They provide better infrastructure solutions than an initiative that is wholly public or wholly private. Each participant does what it does best.	Every public-private partnership involves risks for the private participant, who reasonably expects to be compensated for accepting those risks. This could increase City costs.
PPPs could result in faster project completion and reduced delays on infrastructure projects by including time-to-completion as a measure of performance and therefore of profit.	The City would likely reduce or forfeit any possibility of profits or potential revenue generated from the projects in the future.
Risks are fully appraised early on to determine project feasibility. In this sense, the private partner can serve as a check against unrealistic government promises or expectations.	City may need to be flexible in design and other amenities in order to meet private sector proforma needs.
The operational and project execution risks are transferred from the City to the private participant, which usually has more experience in cost containment.	
By increasing the efficiency of the City's investment, a PPP allows the City funds to be redirected to other housing initiatives.	

Draft Request for Qualifications

Council requested consideration of a PPP for the development of the Homestake lot. After speaking with other jurisdictions and the Task Force, an RFQ was drafted to begin the process. An RFQ is a qualifications-based selection process. It is not a bid. It is a request for firms to submit their qualifications to be considered for a project. The intent of an RFQ is to allow the City to select who they feel is the most qualified for the project. This process enables the City to determine a list of qualified developers that can meet the City's goals. Once a developer is selected, the City and a developer can negotiate a construction or land purchase/lease, collaborate with stakeholders, and work towards a common goal. If the parties cannot come to terms, the City always has the option to go to the second or third choice.

As part of the RFQ, staff has drafted several provisions, minimum requirements, and preferences. A document outlining these items has been included as Exhibit B of this report. Generally, staff believes that the City should be looking for a development partner that can meet the following:

- Ability to build 75-100 units on the Homestake site that meets all City codes and closely align with the City’s critical priorities;
- Offers a mix of various sized rental units that have rents that average of 60% AMI;
- Encourage sustainable practices from the residence, including reducing energy use, using alternative modes of transoportation, and promoting walkability.

Funding

Funding for projects is typically considered once proposals from private developers are received. The Housing Fund would be the primary source used to contribute resources if desired or necessary to influence or incentivize an affordable housing PPP.

Exhibits

A. Notes for February 2, 2021, Private/Public Task Force Meeting
B. Draft Proposed Homestake RFQ Provisions, Minimum Requirements, and Preferences

Affordable Housing Public-Private Partnerships

February 2, 2021

Welcome

- Nann and Max welcomed everyone, explained their hope for the group and thanked everyone for participating.
- Attendees:
    - Public: Jack Lopez, Chip Garner, Rory Murphy, Bill Coleman, Stephanie Wilson, Pat Matheson, Tony Tyler, Shellie Barrus, Scott Loomis, Ryan Davis, Peter Tomai, Shaleane Gee, Matt DeGrew, Mike Mueller
    - Staff: Nann Worel, Max Doilney, Andy Beerman, Matt Dias, Michelle Downard, Jason Glidden, Erik Daenitz, David Everitt, Elyse Kats, Gretchen Milliken, Rebecca Ward, Jed Briggs, Dave Thacker

City Housing Goals

- Jason explained the City's housing goals.
    - 66 completed units, 440 upcoming units and 800 total unit goal
- 3 prong approach-
    - Policy- Housing Resolution, Land Management Code, State Legislation
    - Development- City Development Projects
    - Partnerships- Public-Private Partnerships. This is today's focus.
- Jason reviewed income and buying power of Park City residents and the increasing interest for affordable housing.

Financial Model

- Erik reviewed the financial model with projected affordable housing project costs- $25M and 53 units.
- Peter Tomai requested a copy of the Excel model to be shared with the group.

Discussion

- Tony Tyler said he focuses on return on equity when considering projects. He expressed concerns on with return on equity with affordable housing projects. He also mentioned the benefit of pursuing tax credits.
- Bill Coleman expressed concern that City developments always cost more than private developers. Jason explained the cost of net zero projects being higher than the standard market.
- Bill Coleman expressed public sensitivity to City developed housing and how public-private partnership would help. The City should subsidize these projects with land.
- Max asked if there is a different role that the City can play to accomplish these goals, such as lending.

- Tony Tyler mentioned a project in Snyderville Basin for $230/sq ft, excluding land (vs. the City's $414 projection). However, that is a significantly higher density with single or 2 occupant units.
- Tony mentioned that land is key. If land is available, development would be enticing.
- Rory Murphy said $230/sq ft is low. Flat sites can realistically be $400 per sq ft. difficult sites can exceed $400.
- Ryan Davis mentioned litech housing might be possible, but questioned the AMI scenarios.
- Scott Loomis said it is difficult to make anything affordable in PC, particularly if you have to remove contaminated soil. Scott also stated that the market is difficult to compete with at 100% AMI. His current project is working with donated land, tax credits and is non-profit.
- Mike Muelleer asked if the units can be outside of Park City limits and expressed a lack of land availability. The group questioned the City's land inventory.
- Max stated that we'd like to have everyone living and working here within Park City.
- Rory Murphy stated that there aren't a lot of developable parcels within City limits where the neighbors wouldn't fight the development.
- Bill Coleman suggested the City RFP a parcel for a high density and use. Let a private developer figure out the best development model and do the building.
- Shaleane Gee said Zions is looking at financial options and suggested the City focus on the land. State legislation may also be forthcoming to support affordable housing.
- Max asked if the City should consider being a lender and asked if we should require more affordable housing of for-profit developers.
- Shaleane Gee recommended focusing on mixed use projects, not solely affordable housing.
- Jack Lopez said Litech is a year of delay and possible denial. If the City has land, it should be presented to developers to propose a project and show the City what AMI rents could be charged and how it would work.
- Bill Coleman stated that Summit County still doesn't have a mixed zone use. Bill mentioned that the property does not have to offer a large parcel.
- Tony Tyler mentioned that 20 units per acre is reasonable. Sandridge and Brew Pub Lots are viable parcels.
- Rory Murphy said zoning and mixed use is key.
- Shaleane Gee recommended bringing in amenities that the unit owners and community would utilize.
- Scott Loomis mentioned that the low income house credit applications are very competitive.
- Peter Tomai mentioned increasing density in existing developments. Ex: Snow Creek Plaza
- Bill Coleman mentioned developing the parcel behind Walgreens.
- Shellie Barrus encouraged home ownership (not just rentals) in mixed use developments.
- Jack Lopez asked about School District property and the City's partnership with other local government entities.
- Matt DeGraw is interest in mixed use projects.
- Partner with rideshare companies to decrease the parking needs/requirements. Consider Uber credits?
- Max mentioned making affordable housing enticing and the new desirable project.
- Rory Murphy mentioned waiving impact fees including other service providers.
- Bill Coleman reinforced the permitting cost per unit being staggering and high. Nann asked how to reduce these costs. Bill said the pre-app has helped, but the public process (responding to neighbor concerns) and changing plans is difficult and costly.
- Scott Loomis mentioned an expedited process with coordinated review comments.
- Ryan Davis said development clarity and streamlined permitting processes have ripple effects and benefit on returns.

Proposed Homestake RFQ Provisions, Minimum Requirements, and Preferences

PROVISIONS

1. Developer shall develop a construction budget and an operations and maintenance budget for the project, both of which require approval by the City;
2. Developer shall be solely responsible for making any investigations of the environmental condition of the site and undertaking any necessary remediation or management of any contamination of the site;
3. Developer shall be responsible for financing the entire cost of the project, including predevelopment costs such as design, engineering, environmental and other studies and development costs, such as infrastructure and construction costs through its own equity, borrowing, tax credits, governmental incentives, or other sources of funds;
4. Developer shall develop a timetable for beginning and completing construction of the project which is satisfactory to the City;
5. Developer shall be responsible for procuring all necessary regulatory approvals for construction and operation of the project, including any necessary zoning changes;
6. Developer shall be responsible for meeting with the Project Advisory Group (Developer, Architect, General Contractor, Housing Development Manager, Project Manager) regularly throughout planning and construction of the project;
7. Developer shall be responsible for operating and maintaining the project in a first-class manner, ensuring that it does not fall into disrepair, and provides a clean and healthy environment for all residents and guests.
8. The site will be conveyed AS IS, WHERE IS, and the City shall make no warranties with regard to the condition of the site, the validity of the leases, the environmental condition of the site, or the suitability of the site. The selected developer shall rely solely upon its own investigations and observations at the site.
9. In the event developer does not commence active construction of a substantial portion of the project within one (1) year of the closing on the sale or lease of the Site, Park City Municipal Corporation shall have the right to repurchase the site for an amount equal to the Purchase Price or terminate the lease and take possession of the site;
10. If the Developer requests financial assistance or a below-market rate purchase or lease price of this property, the following provision will apply: in the event Developer sells or conveys all or a portion of the site to an unrelated entity within a period of five (5) years from the date of the closing and receives proceeds in excess of its actual costs to develop the site and a reasonable return on such investment, Developer shall repay to the City such amount in excess of its costs and return on investment or the amount of any contribution to the project by the City to the Developer, whichever is less.
11. The developer will present conceptual design, schematic, design development, and final construction documents for review and approval by the City as required in either a Land

Agreement or Development Agreement. Approval by the City does not in any way relieve the developer of its obligation to comply with zoning regulations, building codes, and all other applicable regulations adopted by Park City Municipal Corporation.

12. The developer will be responsible for obtaining adequate financing for all aspects of the development, including predevelopment, construction, and operations.
13. The developer will be responsible for designing and building the development in a manner that produces a high-quality, enduring living environment that promotes sustainable practices.
14. The developer's contractor will be required to obtain payment and performance bonds or an equivalent form of security approved by the City.
15. The developer will be required to maintain, or cause others to maintain, property, contractor, architect, and other applicable insurance in an amount and form approved by the City.
16. The developer will be required to prepare and record covenants, conditions, and restrictions (CC&Rs) against the Property in compliance with the current Park City Housing Resolution.
17. The developer will be responsible for owning, managing, and operating the development in a manner that ensures long-term financial viability and high-quality living environment for its residents.
18. The developer will be responsible for a construction plan that helps to meet the energy goals of Park City.

MINIMUM REQUIREMENTS

The selected developer will be required to partner with the City to plan and construct a vertical mixed-use project that includes the following:

- A residential component with a minimum of eighty percent (80%) of the units offer at affordable rates. Rents for these households should average 60% of the area median income (AMI). Affordable units will have a minimum affordability period of fifty (50) years.
- A parking strategy that provides the most cost-effective options but maximizes the number of units on the site as allowed by code;
- A site plan and building design that promotes the pillars of the Park City 2030 Vision: Equity and Affordability, Environmental Leadership, Authentic Local Culture, and Transportation Innovation;
- A site plan that includes elements of walkability and connectivity to other areas of the district, to be publicly-accessible and privately owned and maintained;
- A high level of concern for architectural and urban design principles that meets the design standards of Park City Municipal;
- Maximization of allowable density;
- Constructed to promote enduring, healthy, and energy-efficient building(s) that utilize sustainable, environmentally friendly materials and methods;

PREFERENCES

In addition to the Minimum Requirements listed above, the City seeks a development partner interested in maximizing the public benefit derived from the project. As such, Responses from developers with experience in the following areas will receive priority during the selection process:

- More deeply affordable housing beyond the minimum requirements stated above, with a preference for maximizing housing affordable to households at or below fifty percent (50%) AMI;
- Housing that includes robust resident services programming, with a partner and financing plan provided;
- A project that is constructed to meet the City's Net-Zero energy requirements.
- A parking plan that promotes alternative modes of transportation and eliminates residences' reliance on personal vehicle use.