PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
December 10, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, December 10, 2020.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 05-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4) is attached as Exhibit A. Council members will connect electronically. Public comments will be accepted virtually as described below.

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

Exhibit A: Determination of Substantial Health and Safety Risk
On December 8, 2020, the Mayor determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include: • Summit County has extended its Emergency Declaration and Public Health Emergency Declaration through January 8, 2021. • Statewide COVID cases and hospitalizations are increasing exponentially. This determination is valid for 30 days, and is set to expire on January 7, 2021.

CLOSED SESSION - 2:30 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

3:30 p.m. - Utah Open Meetings Act Training
OPMA Training 2020

3:45 p.m. - City Financial Update
Citywide Financial Overview

5:30 p.m. - Special Event Update
Special Event Update Staff Report
Exhibit A: Tentative 2021 Special Event Calendar
Exhibit B: Long Term Event Calendar

Exhibit C: Special Event Progress

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

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 November 12 and 19, 2020

November 12, 2020 Minutes

November 19, 2020 Minutes

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Addendum No. 1 with Mountainlands Supply, LLC in a Form Approved by the City Attorney for an Additional $80,589.00 and a New Total Not to Exceed $362,100.00; and to Authorize the City Manager to Execute an Addition of Hidden Revenue Locator and Acoustic Monitoring to Advanced Metering Infrastructure (AMI) Agreement with Sensus Inc. in a Form Approved by the City Attorney

   Mountainlands Addendum Staff Report

   Exhibit A: Mountainlands First Addendum

   Exhibit B: Sensus Additions to AMI Agreement

2. Request to Authorize the City Manager to Execute an Amendment to Extend to October 31, 2021 the Terms of: 1) the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation; and 2) the March 2, 2016 Amendment to the 1991 Agreement

   2020 Water Supply Agreement Staff Report

   Exhibit A: 2020 Amendment to Water Supply Agreement

   Exhibit B: 2017 Spiro Tunnel Water Agreement

3. Request to Authorize the Mayor to Execute a Memorandum of Agreement in a Form Approved by the City Attorney to Continue Leasing Surplus Water to Weber Basin through Provisions in the Western Summit County Project Master Agreement

   Western Summit County Project Staff Report

   Exhibit A: Weber Basin Memorandum of Agreement 2021

   Exhibit C: Excess Capacity, Surplus Water and Demand Schedule

4. Request to Approve a Service Provider Agreement between Park City Municipal Corporation and Park City Conservation Association, dba Recycle Utah, for a One Year Term in an Amount Not to Exceed $50,000.00, in a Form Approved by the City Attorney

   Waste and Recycling Contract Staff Report

Exhibit A: Recycle Utah Scope of Work

5. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Legislative Executive Consulting, LLC for State Legislative Lobbying Services in an Amount Not to Exceed $90,000.00.
   2021 State Lobbyist Staff Report
   Exhibit A: Legislative Executive Consulting Agreement
   Exhibit B: Legislative Executive Consulting Services Conflict of Interest Memo

6. Request to Authorize the Following Annual Insurance Premiums to Fund the City's Insurance Placements for the 2021 Calendar Year: Property Insurance: $218,787 and Auto Physical Damage: $91,032 to Liberty Mutual; Public Entity Liability Insurance: $200,576 to States Self-Insurers Risk Retention Group, Inc.; Workers' Compensation Insurance: $204,527 for the Workers Compensation Fund; Cyber Liability Insurances: $57,875 to Beazley Insurance Co.; Crime Insurance: $6,200 to Travelers Insurance Co.; and Drone Insurance: $625.00 to Global Aerospace
   2021 Annual Insurance Placements Staff Report

VI. OLD BUSINESS

1. Consideration to Approve Supplemental Plan Changes for the 2021 Sundance Film Festival Effective for One Year due to COVID-19 Impacts in a Form Approved by the City Attorney
   (A) Public Input (B) Action
   Sundance Film Festival Supplemental Plan 2021 Staff Report
   Exhibit A: SFF Special Event Permit DRAFT
   Exhibit B: SFF Special Event Application
   Exhibit C: SFF COVID-19 Protocols
   Exhibit D: SFF Sponsors and Venues List

VII. NEW BUSINESS

1. Consideration to Continue an Ordinance Approving Amendments to the City's Outdoor Lighting Regulations, Land Management Code § 15-5-5(J), to Align with Summit County's Recently-Adopted Code and the International Dark-Sky Association Standards
   (A) Public Hearing (B) Continue to January 21, 2020
   Outdoor Lighting Code Continuation Staff Report

2. Consideration to Approve Ordinance 2020-52, an Ordinance Amending the Impact Fee Facilities Plan and Impact Fee Analysis for Parks, Recreation, Trails, Open Space, Public Safety, and Roadways and Amending Title 11, Chapter 13 of the Municipal Code of Park City, Utah, Setting Forth the Assessment and Calculation of Impact Fees
   (A) Public Hearing (B) Action
   Impact Fee Staff Report
   Exhibit A: Ordinance 2020-52
   Exhibit B: Impact Fee Analysis Parks, Trails, and Open Space
   Exhibit C: Impact Fee Analysis Public Safety
   Exhibit D: Impact Fee Analysis Roadway Facilities

Exhibit E: Impact Fee Facilities Plan Parks, Trails, and Open Space
Exhibit F: Impact Fee Facilities Plan Analysis Public Safety
Exhibit G: Impact Fee Facilities Plan Roadway Facilities

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: December 10, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
3:30 p.m. - Utah Open Meetings Act Training

Suggested Action:

Attachments:
OPMA Training 2020

Annual Training

Open and Public Meetings Act

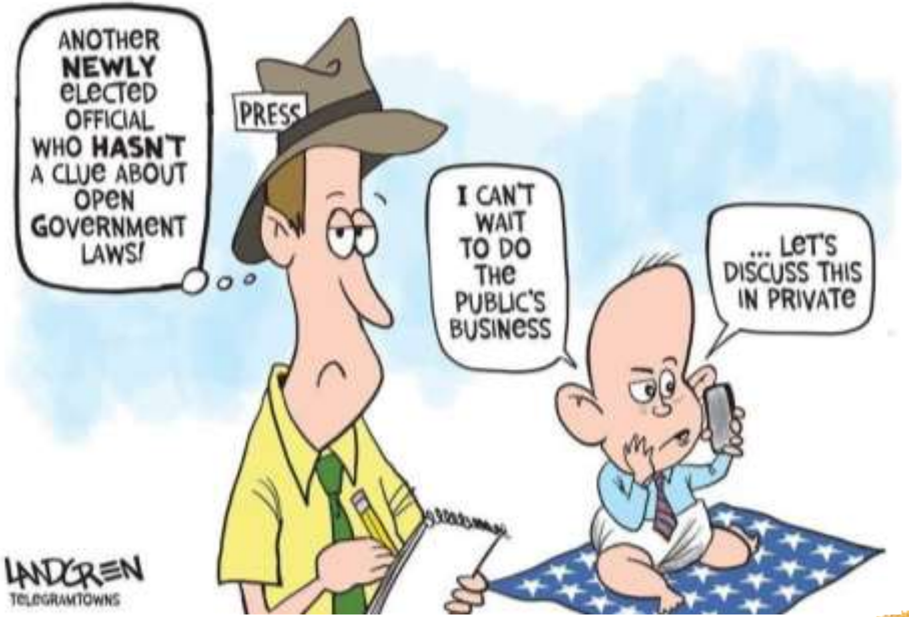
OPMA

MEETINGS of a PUBLIC BODY are open to the public, unless an EXCEPTION is available under the Act that allows the meeting to be CLOSED

SPIRIT OF THE ACT

- Act Openly
- Make Decisions Openly
- Deliberate Openly (the hardest part)
- Conduct the People's Business Openly

Openly = In Public



Citizens are entitled to ***know what*** government decides, AND ***observe how and why*** every decision is reached.

MEETINGS

THE BASICS

MEETINGS

- Convening of
- At least a quorum
- To discuss, receive comments, or act on a matter over which the Council has jurisdiction.

QUORUM

- A simple majority of the voting members of a public body.

MEETINGS INCLUDE

- Electronic meetings
- Retreats
- Workshops
- Field Trips

MEETINGS DO NOT INCLUDE

- When no quorum is present
- Social meetings
- Chance meetings

MEETINGS

"PUBLIC BODY" INCLUDES:

- Any local administrative, advisory, executive, or legislative body which:
- Consists of two or more persons;
- Spends, distributes, or is supported by tax money;
- Authority to make decisions about the public's business (this includes advisory boards or groups).

MEETINGS

Social Events and "Meeting after the Meeting":
OK if just social, but can't discuss or act on matters under their official jurisdiction. Don't use the after-meeting to rehash the meeting.

Conference Call or Video Chat:
It is a meeting if a quorum is involved.

Note: emails regarding City business are subject subject to GRAMA and OPMA.

NOTICE

MUST BE

- Given at least 24 hours before the meeting.
- Published on the Utah Public Notice Website; and Posted at City Hall.

AND MUST INCLUDE

- Date & Time
- Place
- Agenda
  - Agenda must be specific enough for public to know what will be discussed.

Regular Annual Meetings Requirement:
Public bodies which hold regular meetings over the course of a year must give notice of its annual schedule every year.

LOCATION

The Rule: On the day of the regularly scheduled meeting, any work sessions or closed sessions must be held at the regular meeting location, unless:

- The regularly scheduled meeting is being held elsewhere;
- There is an emergency or other extraordinary circumstances;
- The meeting is being held electronically; or
- There is a site visit or traveling tour.

Notice: Must provide public notice of the location.

ELECTRONIC MEETINGS

Electronic Meeting: A public meeting convened or conducted by means of a conference using electronic communications.

Who can conduct electronic meetings?

- **City Council:** With all members physically present at one anchor location or, where a local, state, or national emergency is in effect, electronically without the single anchor location.
- **Other public bodies:** A Park City municipal public body may use electronic meetings in accordance with City Code and Utah Code, when a local emergency is declared by Park City or Summit County, for the duration of a local emergency.

Authority:

- Executive Order 2020-72
- Executive Order 2020-74
- Park City Resolution 05-2020

How ?

Conducted in a manner which allows the public to hear, or view and hear, the meeting.

- Zoom
- Conference Call
- Microsoft Teams
- Skype

ELECTRONIC MEETINGS

A public body may convene and conduct an electronic meeting without an anchor location if the chair:

(a) makes a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location;

(b) states in the written determination the facts upon which the determination is based;

(c) includes in the public notice for the meeting, and reads at the beginning of the meeting the determination including the facts upon which the determination is based; and

(d) includes in the public notice information on how a member of the public may view or make a comment at the meeting.

Based on your experiences with electronic meetings, you may adopt rules regarding how such meetings are conducted (i.e. require video connection, etc.).

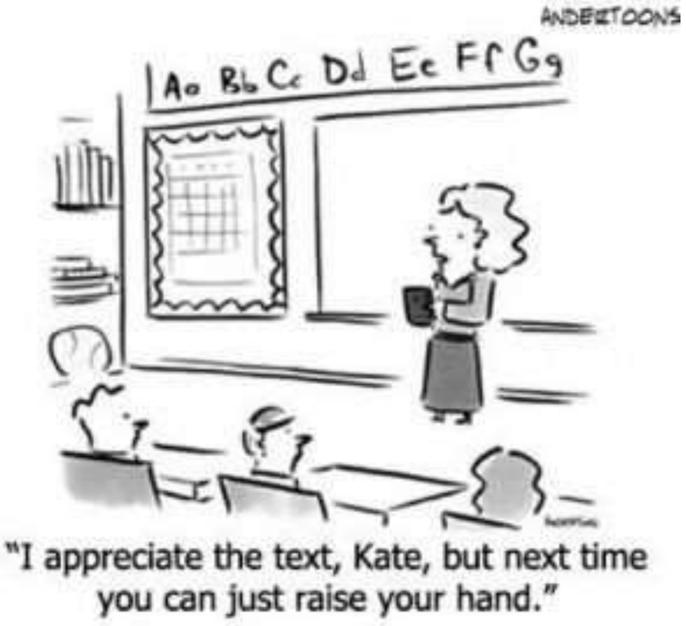
ELECTRONIC MEETINGS

Additional Issues:

"It is the intent of the Legislature that the state, its agencies, and its political subdivisions take their actions openly and conduct their deliberations openly."

If the public cannot see the communication or hear it, it likely violates the Spirit of the Act.

- Text messaging,
- Chat functions,
- Emails,
- Electronic messages.



EMERGENCY MEETINGS

Notice: Must give best notice practicable as to the time and place of the emergency meeting and the topics to be considered. Must attempt to notify all members of the body.

Convening: Majority of the body must agree to hold the meeting because of an “emergency or urgent matter.”

Minutes: Should include a statement of the unforeseen circumstances that made the meeting necessary.

PUBLIC COMMENT

Public must be allowed to come and watch, but there is **no requirement to allow them to comment.**

Public hearings DO require an opportunity for public comment.

Disruptions of meetings does not have to be tolerated.

OK to keep people on point.

Public's time belongs to everyone, not just the individual who is speaking.

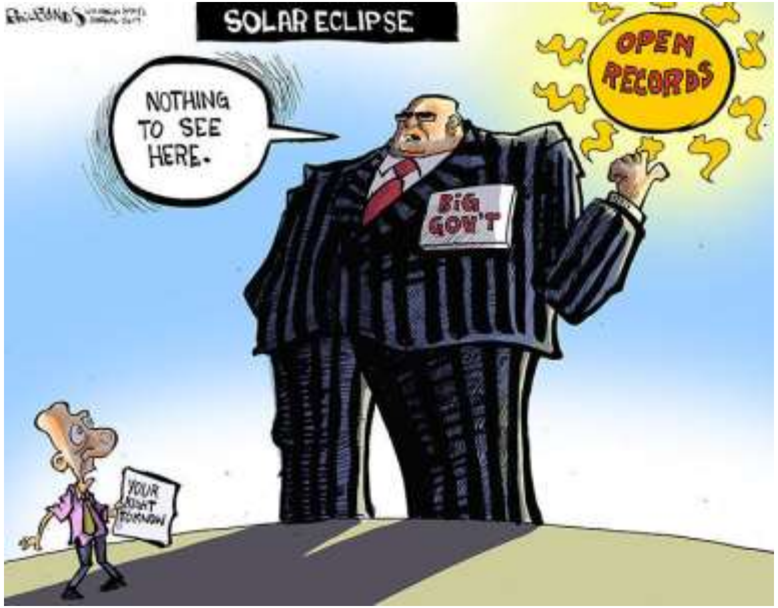
Topics not on the agenda can be raised by the public and discussed, as long as no final action is taken.

Minutes

Required for all public meetings except site visits.

Minutes: The official record of the meeting must be:

- approved by the body;
- draft minutes must be publically available within 30 days;
  - -May publically release before approval, if marked “unapproved;”
- Must include:
  - -Substance of all matters proposed, discussed, or decided;
  - -Names people commenting and substance of comments;
  - -Individual votes.



Recordings

Required for all public meetings, except for site visits.

Recordings Must Be:

- unedited
- of entire meeting
- clearly labeled
- available to the public within three business days

Public has right to record meeting, if they can do so without disrupting.

CLOSED MEETINGS

PROCEDURES

- There must be an Open Meeting with a Quorum

- 2/3 of the members of the body must be Present and Approve the Closing

- Publicly Announce and Enter Into the Minutes:
  - -Reason for closing the meeting
  - -Location of the closed meeting
  - -Vote by name aka rollcall vote

CLOSED MEETINGS

A meeting may be closed only to discuss specified topics:

- Discussion of an individual's character, professional competence, or physical or mental health.*
- Strategy to discuss pending or reasonably **imminent litigation**.
  - Must be specific, not an open-ended threat.
- Strategy to discuss the purchase, exchange, lease, or sale of **real property or water rights <u>if</u>** public discussion would: (a) disclose the appraisal or estimated value of the property under consideration; or (b) prevent the public body from completing the transaction on the best possible terms.
  - If selling, must give public notice that property is being offered for sale, and terms of sale must be publicly disclosed before sale is approved.
- Discussions regarding security personnel, devices, or systems.*
- Investigative proceedings regarding **allegations of criminal misconduct**.

*Does not require recording.

VIOLATIONS

What happens if someone breaks the open-meetings laws?

A member of a public body who knowingly or intentionally violates OR who knowingly or intentionally abets or advises a violation of any of the closed meeting provisions of this chapter is guilty of a **class B misdemeanor**.

Action taken in the meeting is voidable if the body violated the Act.

Who can enforce the law?

- Attorney General
- A county attorney
- A private citizen who has been denied rights under the law may file a lawsuit within 90 days, or within 30 days if it involves bonds, notes, or debt.

Questions?

Thank you!

Agenda Item No:

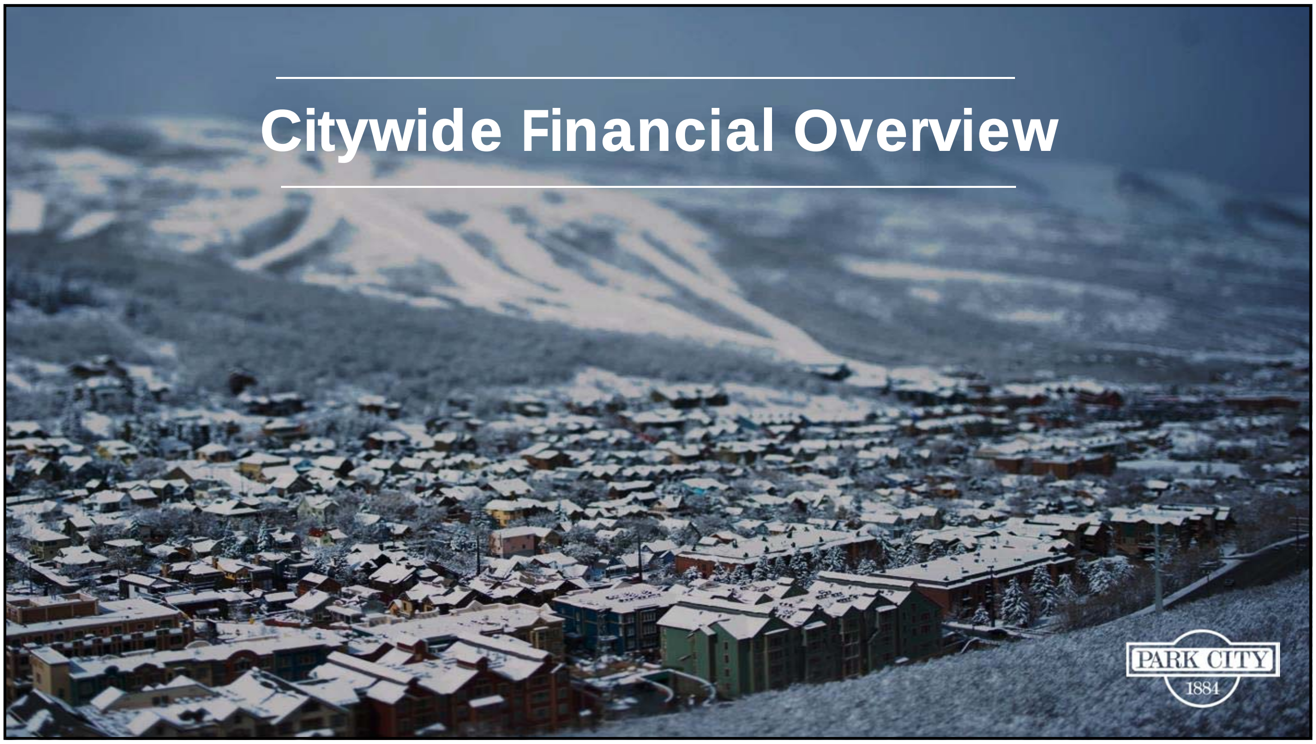
Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Jed Briggs
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
3:45 p.m. - City Financial Update

Suggested Action:
Review City's financial position to better understand future financing of development projects.

Attachments:
Citywide Financial Overview



Timeline

- Dec 10 – Financial Overview
- Dec 15 – A&C District scope, phasing, funding
- Dec 17 – A&C Check-in, additional stakeholder/public engagement, active transportation options
- Jan 7 – Scope and finance resolution
- Jan 14 – Approve architect agreement, contract for demolition, CMAR contract

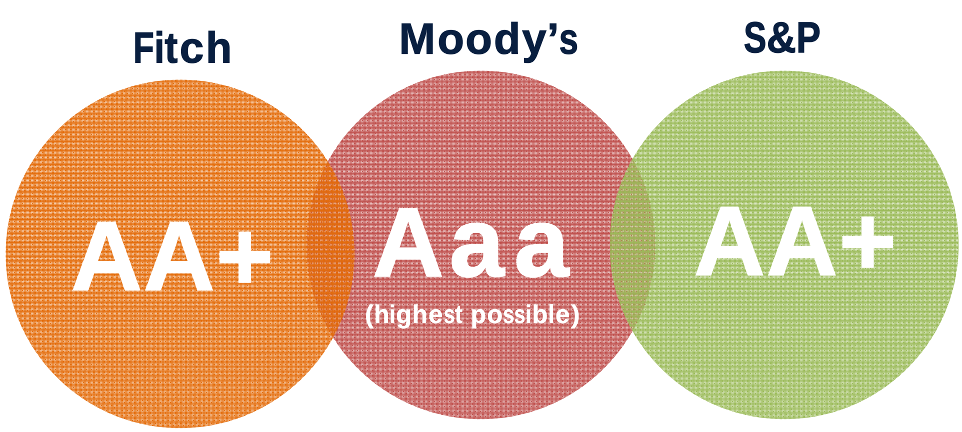
Agenda

Fund Analysis

- General Fund
- Capital Fund
- Debt
- Transit Fund
- Water Fund
- RDAs
- Housing

GO Bond Rating

Credit rating agencies reaffirm the strength of Park City's credit



Financial Assessment

The 'AA+' IDR and GO bond ratings reflect the city's highest level of gap-closing capacity. This results from the city's high level of revenue control, solid expenditure flexibility and robust reserves, and a low long-term liability burden. The ratings also reflect the city's strong financial management practices and planning, which help mitigate concerns about a concentrated economy supported by the volatile tourism sector. ~Fitch

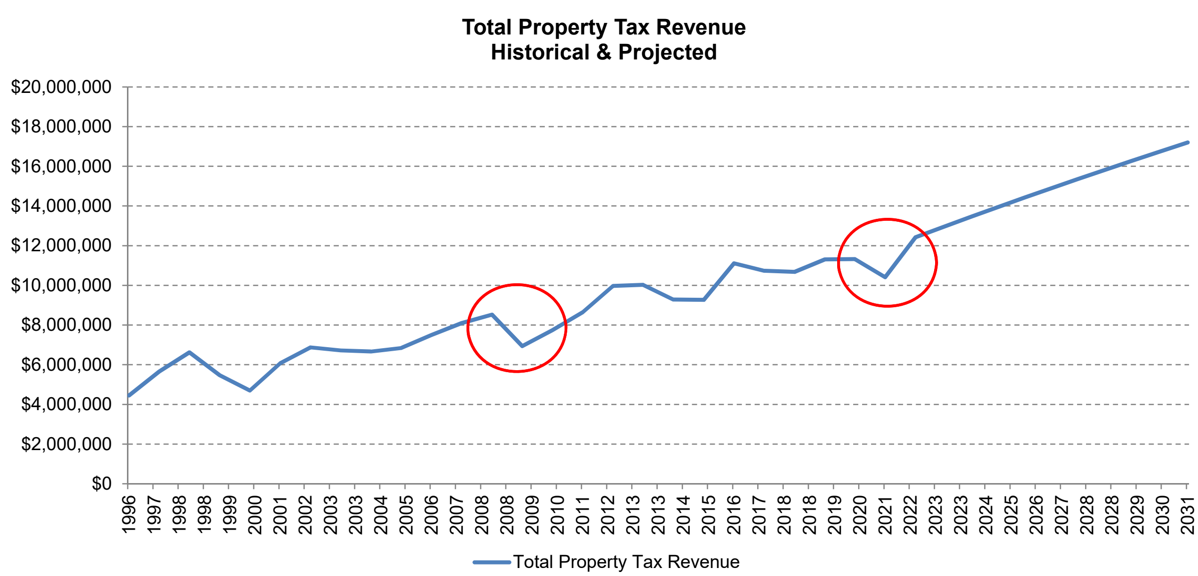
- High-level of revenue control
- Solid expenditure flexibility
- Robust reserves
- Low long-term liability burden
- Strong financial management practices

General Fund

FY 2021 General Fund Revenue Projections Compared to FY21 Revenue Budget

Revenue Type	FY 2021 Revenue Budget	FY 2021 Projection	$, Variance	%, Variance
Property Taxes	$10,412,892	$10,412,892	$0	0%
Sales Tax	$8,728,066	$8,728,066	$0	0%
Franchise Tax	$3,229,380	$2,988,869	($240,511)	-7%
Licenses	$323,501	$518,745	$195,244	60%
Planning, Building & Engineering Fees	$2,107,887	$2,305,303	$197,416	9%
Recreation	$1,415,701	$1,630,166	$214,465	15%
Other Revenue	$1,110,592	$807,343	($303,249)	-27%
Ice Revenue	$617,073	$458,649	($158,424)	-26%
Interfund Transfers	$2,724,847	$2,724,847	$0	0%
Intergovernmental Revenues	$3,101,057	$3,101,057	$0	0%
Total	**$33,770,996**	**$33,675,937**	**($95,059)**	**0%**

Property Tax

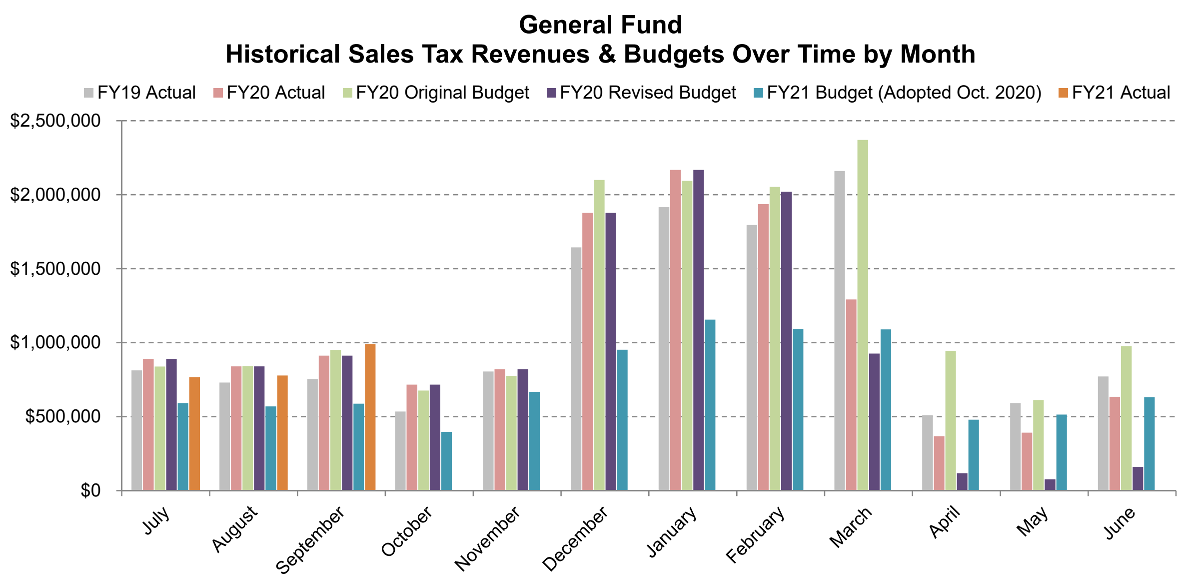


Sales Tax Summary – General Fund

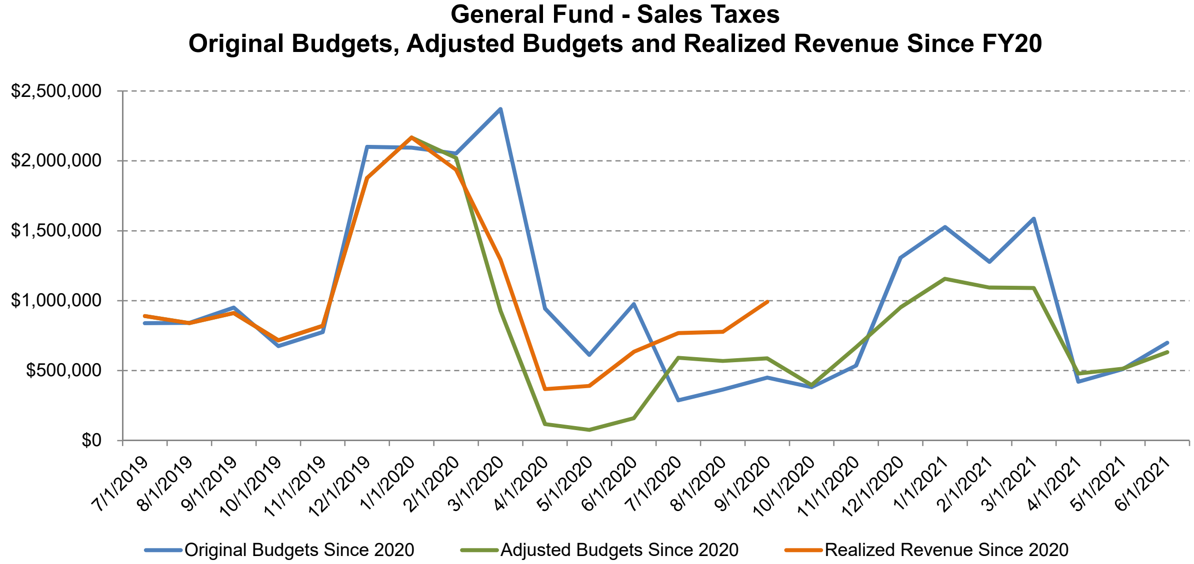
General Fund - Sales Tax Summary - Monthly						
Month	FY19 Actual	FY20 Actual	FY20 Original Budget	FY20 Revised Budget	FY21 Budget (Adopted Oct. 2020)	FY21 Actual
July	$812,667	$890,546	$838,352	$890,546	$592,130	$767,523
August	$730,497	$839,320	$841,361	$839,320	$569,130	$777,418
September	$754,343	$912,173	$951,043	$912,173	$587,277	$991,498
October	$533,990	$715,887	$675,718	$715,887	$396,792	
November	$805,462	$820,365	$775,911	$820,365	$667,118	
December	$1,644,270	$1,877,541	$2,099,578	$1,877,541	$951,823	
January	$1,915,943	$2,167,578	$2,094,201	$2,167,579	$1,155,948	
February	$1,795,613	$1,936,051	$2,052,907	$2,020,291	$1,093,269	
March	$2,160,170	$1,292,639	$2,370,038	$926,264	$1,090,252	
April	$509,306	$368,103	$944,330	$117,143	$478,608	
May	$591,398	$391,036	$611,785	$76,661	$513,445	
June	$771,332	$633,760	$975,900	$159,307	$632,274	
Total	**$13,024,990**	**$12,845,001**	**$15,231,124**	**$11,523,077**	**$8,728,066**	

Source: Park City Municipal Corporation. As of December 1, 2020.

Sales Tax Summary – General Fund

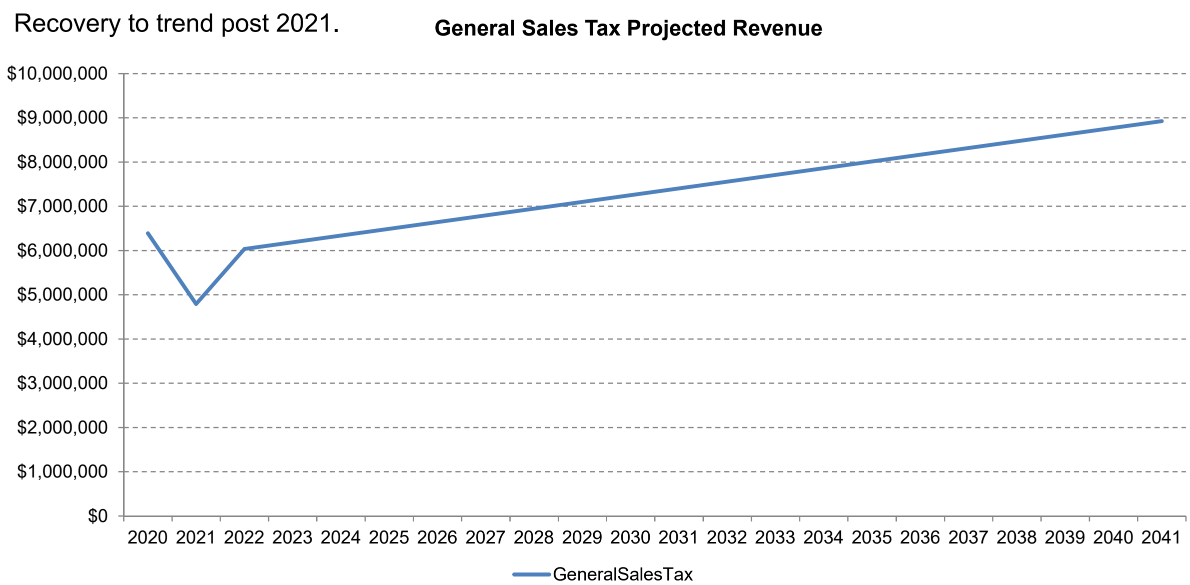


Sales Tax Summary – General Fund



General Sales Tax Projections

Recovery to trend post 2021.



General Fund Considerations

- Economy – Sales tax uncertainty going into ski season
- Property Tax – No inflationary component means plateauing of revenues without new growth
- Labor Force – Recruitment/retention continue to be a priority
  - Balance COVID-19 impacts with attractive compensation and benefit package (Mercer-FY22)
- Insurance – Premium increases coupled with Federal regulations
- Bold Action – May require more resources to reach Council goals

Capital Fund

Capital Fund					
2020 Recap			**2021 Projection**		
2020 Beginning Balance		$47,522,284	2021 Beginning Balance		$59,750,463
2020 Actual Revenue		$31,141,218	2021 Budgeted Revenue		$40,526,760
	Revenue Total	**$78,663,502**		**Revenue Total**	**$100,277,223**
			2021 Carryforward		$62,002,949
2020 Actual Expenses		$18,913,038	2021 Budgeted Expenses Remaining		$37,414,689
	Expense Total	**$18,913,038**		**Expense Total**	**$99,417,638**
	2020 Ending Balance	**$59,750,463**		**2021 Projected Ending Balance**	**$859,585**

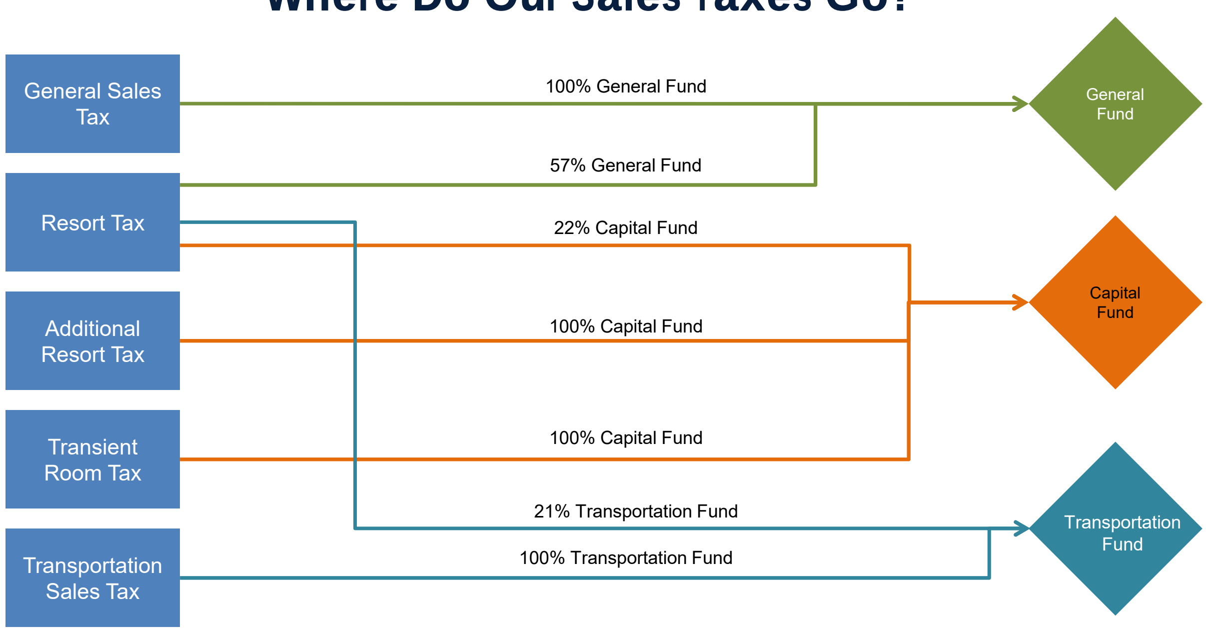
Capital Fund Only by Project Type in $

Capital Fund Only Breakdown by Project Type by $	2020	2021	2022	2023	2024	2025	Total 5Y CIP
Capital Planning	$5,149,572	$0	$0	$0	$0	$0	$5,149,572
Technology	$77,289	$24,387	$175,875	$123,104	$24,387	$0	$425,042
Econ/Main Street/Trails	$6,979,579	$70,000	$651,881	$1,270,000	$70,000	$0	$9,041,460
Recreation	$929,850	$365,000	$792,014	$215,000	$235,000	$0	$2,536,864
Fleet/Buildings	$2,745,183	$976,190	$2,068,209	$2,820,260	$3,327,228	$1,275,209	$13,212,279
Water	$1,043,568	$50,000	$0	$0	$160,000	$0	$1,253,568
Transportation	$2,471,699	$4,040,000	$340,000	$340,000	$340,000	$0	$7,531,699
Housing	$8,124,137	$8,795,000	$8,374,845	$1,300,000	$0	$0	$26,593,982
Community	$24,175	$0	$0	$0	$0	$0	$24,175
Engineering	$10,026,901	$4,740,953	$1,919,343	$2,727,566	$15,000	$0	$19,429,763
Library	$26,145	$1,583	$0	$0	$0	$0	$27,728
Golf	$0	$0	$0	$0	$0	$0	$0
Arts & Culture	$7,377,390	$676,045	$0	$0	$0	$0	$8,053,435
Ice	$656,803	$100,000	$100,000	$100,000	$100,000	$0	$1,056,803
Sustainability	$349,608	$0	$8,206	$0	$0	$0	$357,814
Emergency Management/Security	$142,612	$15,000	$15,000	$15,000	$15,000	$15,000	$217,612
Total	$ 46,124,511	$ 19,854,158	$ 14,445,373	$ 8,910,930	$ 4,286,615	$ 1,290,209	$ 94,911,796

Capital Fund Only by Project Type in %

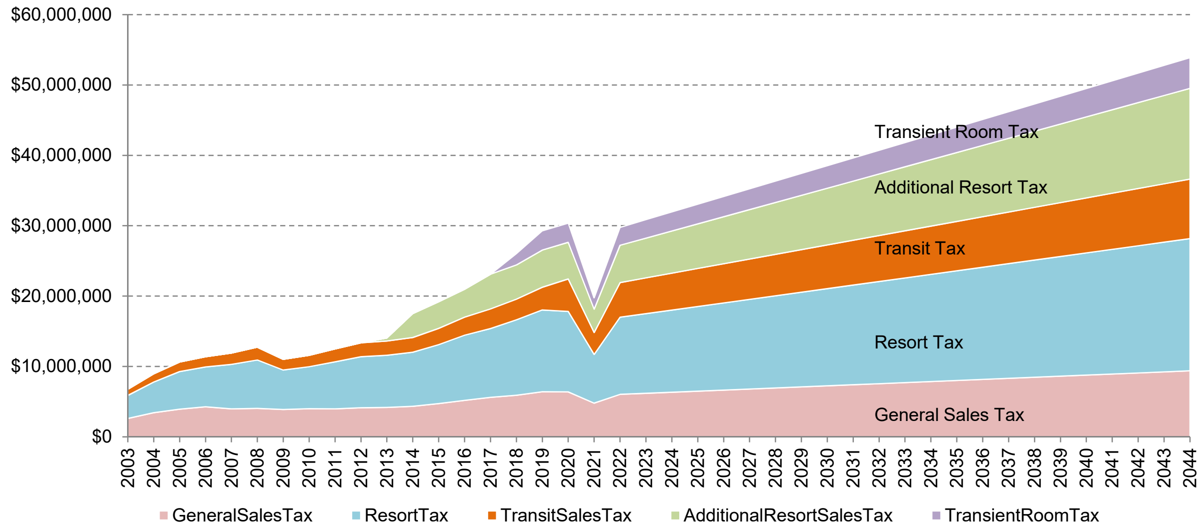
Capital Fund Only Breakdown by Project Type by %	2020	2021	2022	2023	2024	2025	Total 5Y CIP
Capital Planning	11%	0%	0%	0%	0%	0%	5%
Technology	0%	0%	1%	1%	1%	0%	0%
Econ/Main Street/Trails	15%	0%	5%	14%	2%	0%	10%
Recreation	2%	2%	5%	2%	5%	0%	3%
Fleet/Buildings	6%	5%	14%	32%	78%	99%	14%
Water	2%	0%	0%	0%	4%	0%	1%
Transportation	5%	20%	2%	4%	8%	0%	8%
Housing	18%	44%	58%	15%	0%	0%	28%
Community	0%	0%	0%	0%	0%	0%	0%
Engineering	22%	24%	13%	31%	0%	0%	20%
Library	0%	0%	0%	0%	0%	0%	0%
Golf	0%	0%	0%	0%	0%	0%	0%
Arts & Culture	16%	3%	0%	0%	0%	0%	8%
Ice	1%	1%	1%	1%	2%	0%	1%
Sustainability	1%	0%	0%	0%	0%	0%	0%
Emergency Management/Security	0%	0%	0%	0%	0%	1%	0%
Total	100%	100%	100%	100%	100%	100%	100%

Where Do Our Sales Taxes Go?



Sales Tax Overview

PCMC Sales Taxes - Historical & Projected

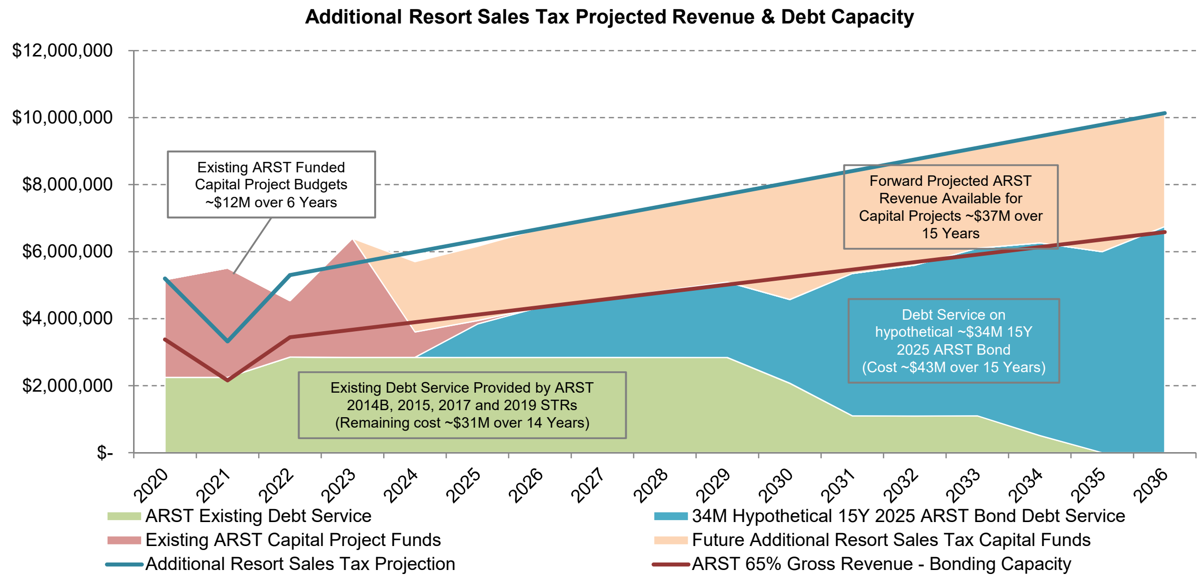


Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly						
Month	FY19 Actual	FY20 Actual	FY20 Original Budget	FY20 Revised Budget	FY21 Budget (Adopted Oct. 2020)	FY21 Actual
July	$627,203	$704,478	$573,605	$573,605	$349,121	$470,658
August	$529,229	$616,237	$520,870	$520,870	$343,560	$476,444
September	$577,009	$759,286	$582,111	$582,111	$390,073	$597,714
October	$378,251	$555,394	$395,834	$395,834	$273,572	
November	$635,932	$629,796	$545,117	$545,117	$323,013	
December	$1,344,356	$1,570,491	$1,382,351	$1,382,351	$921,876	
January	$1,693,495	$1,923,089	$1,447,997	$1,447,997	$911,358	
February	$1,596,315	$1,765,073	$1,428,647	$1,428,647	$913,518	
March	$1,938,349	$1,087,889	$1,619,367	$1,619,367	$1,046,362	
April	$340,118	$245,728	$141,192	$141,192	$323,282	
May	$390,731	$202,483	$375,520	$375,520	$248,089	
June	$528,340	$386,292	$737,595	$737,595	$407,603	
Total	**$10,579,328**	**$10,446,236**	**$9,750,207**	**$9,750,207**	**$6,451,427**	

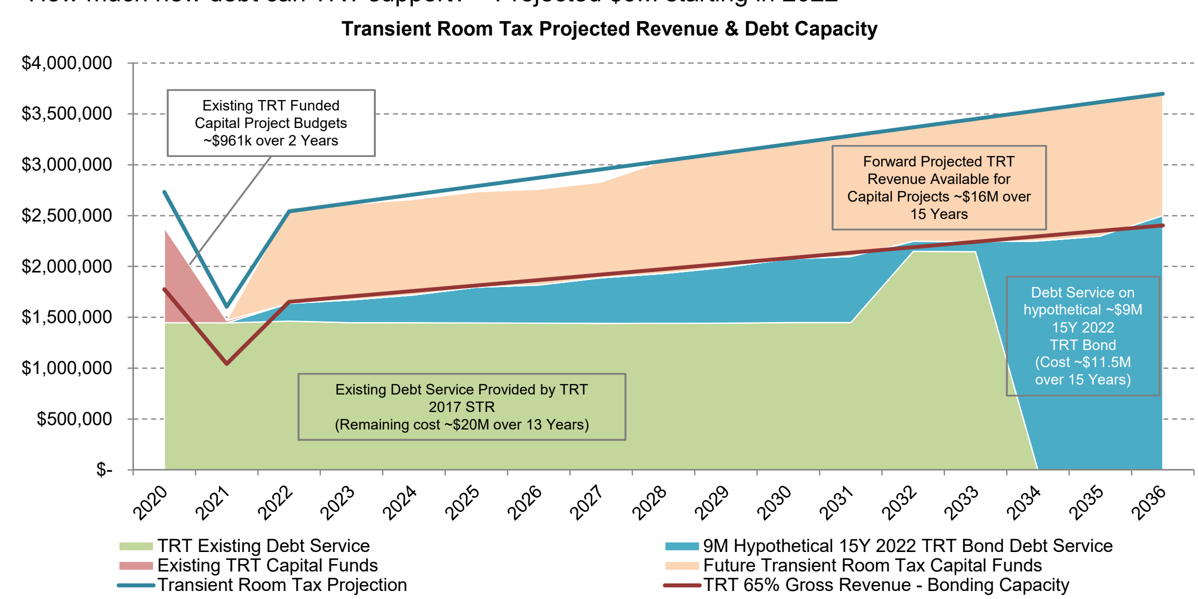
ARST Projections & New Debt Capacity

How much new debt can ARST support? – Projected $34M starting in 2025



TRT Projections & New Debt Capacity

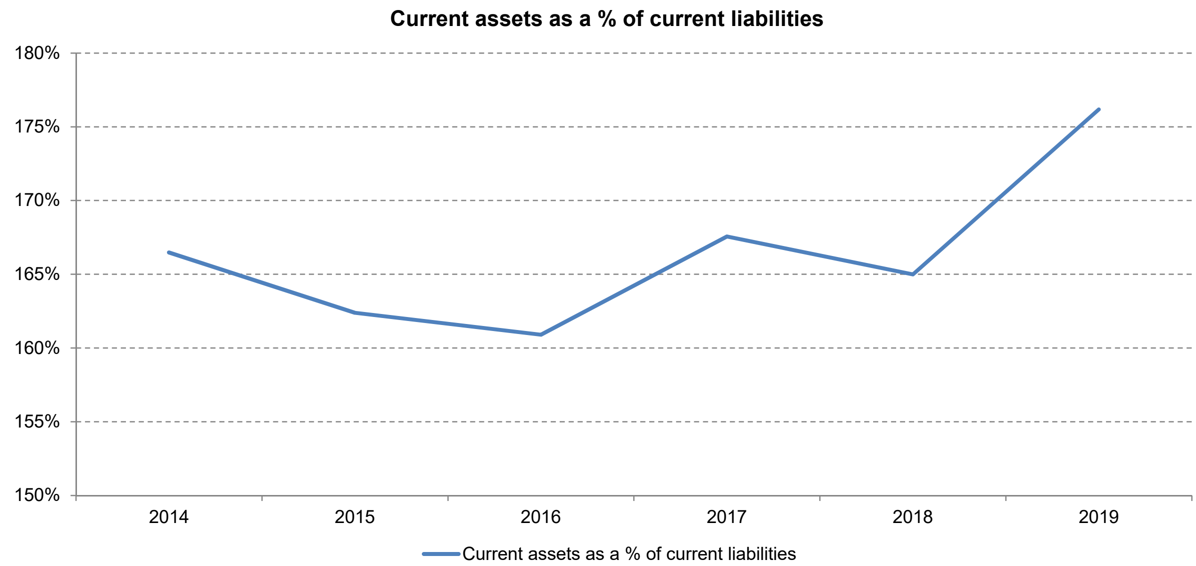
How much new debt can TRT support? – Projected $9M starting in 2022



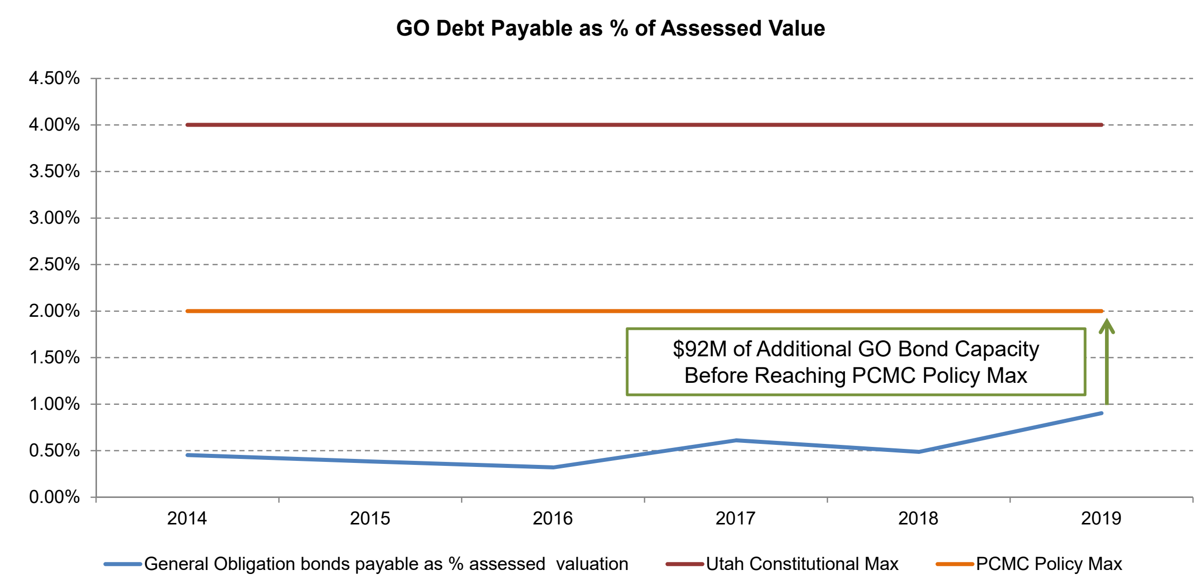
Capital Improvement Fund Considerations

- Additional Resort Sales Tax – Long-term Utilization
- Transient Room Tax – Limited capacity to bond
    - 65% of annual revenue projection
    - 15 yr vs. 20 yr maturity
- Reprioritize Capital Projects Remains Flexible

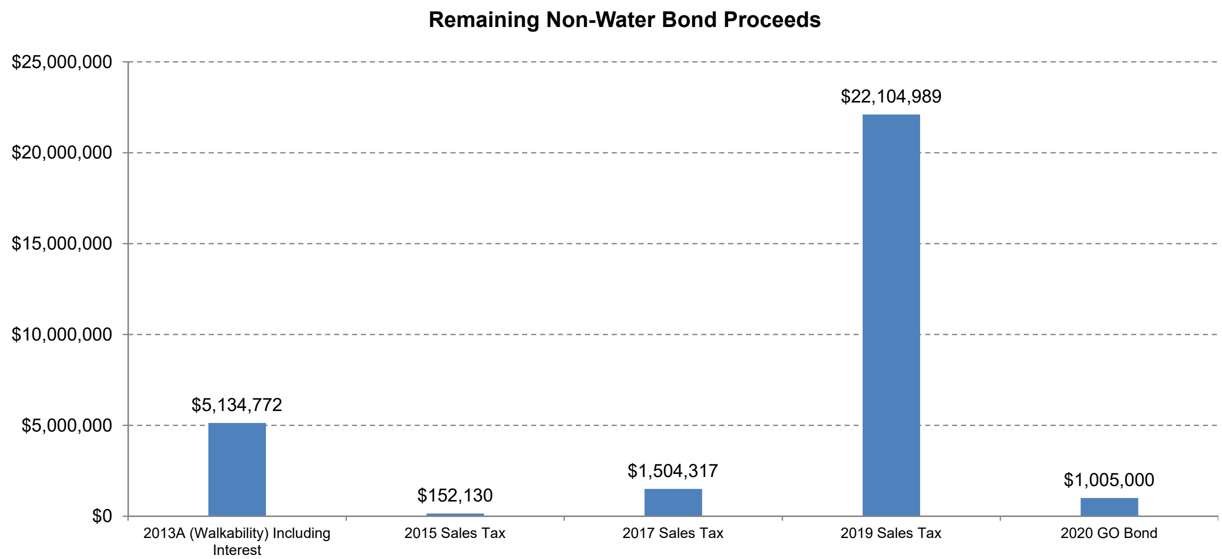
Liquidity



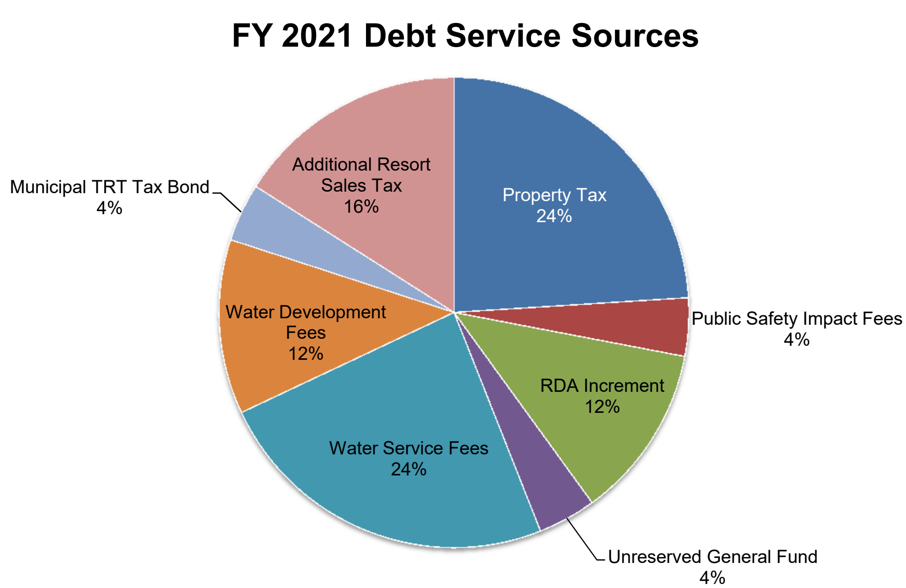
GO Leverage



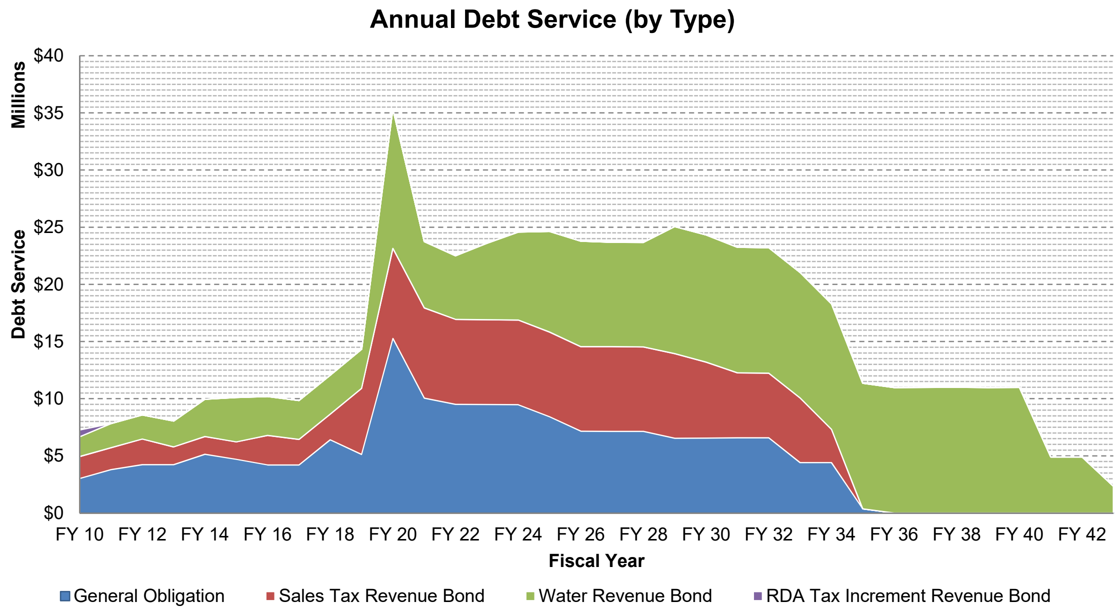
Remaining Bond Proceeds



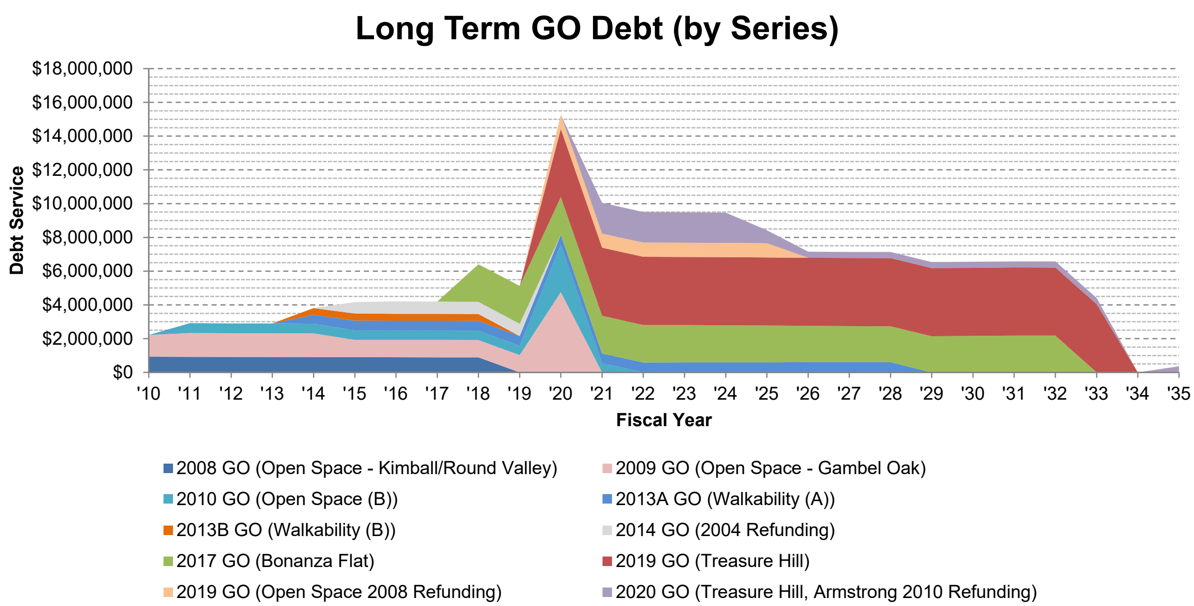
Revenues for Debt Service



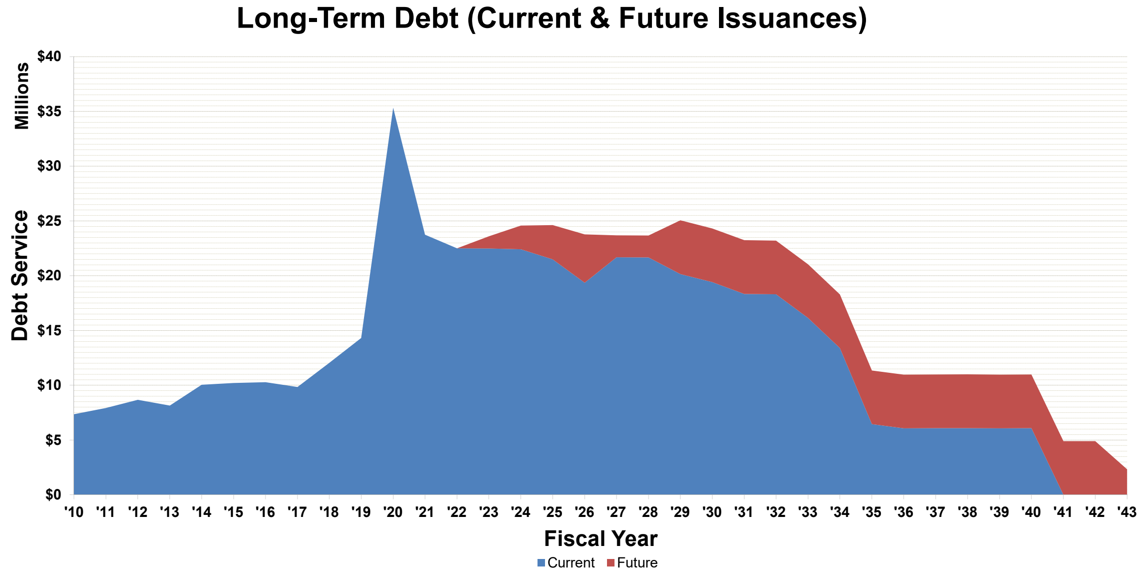
Existing Debt Service



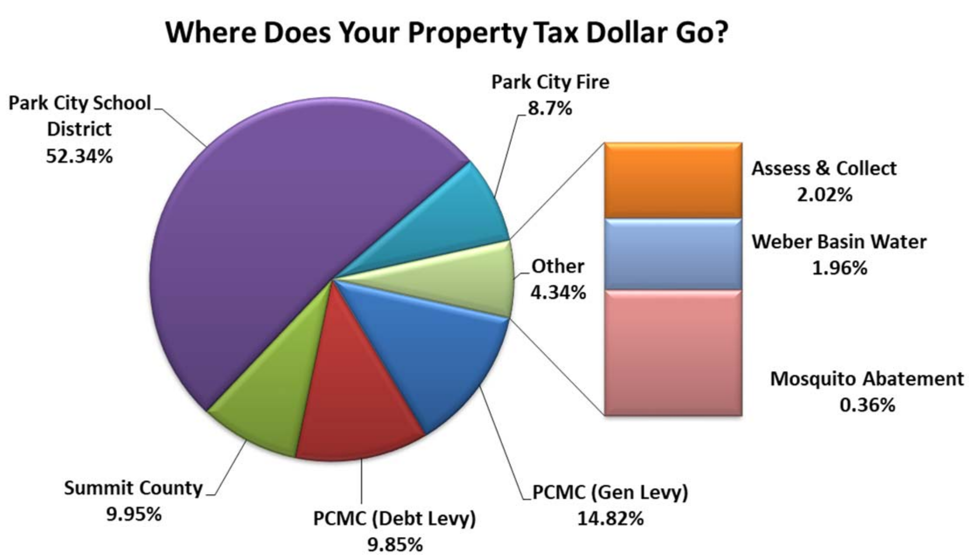
GO Debt



Current & Known Future Issuance

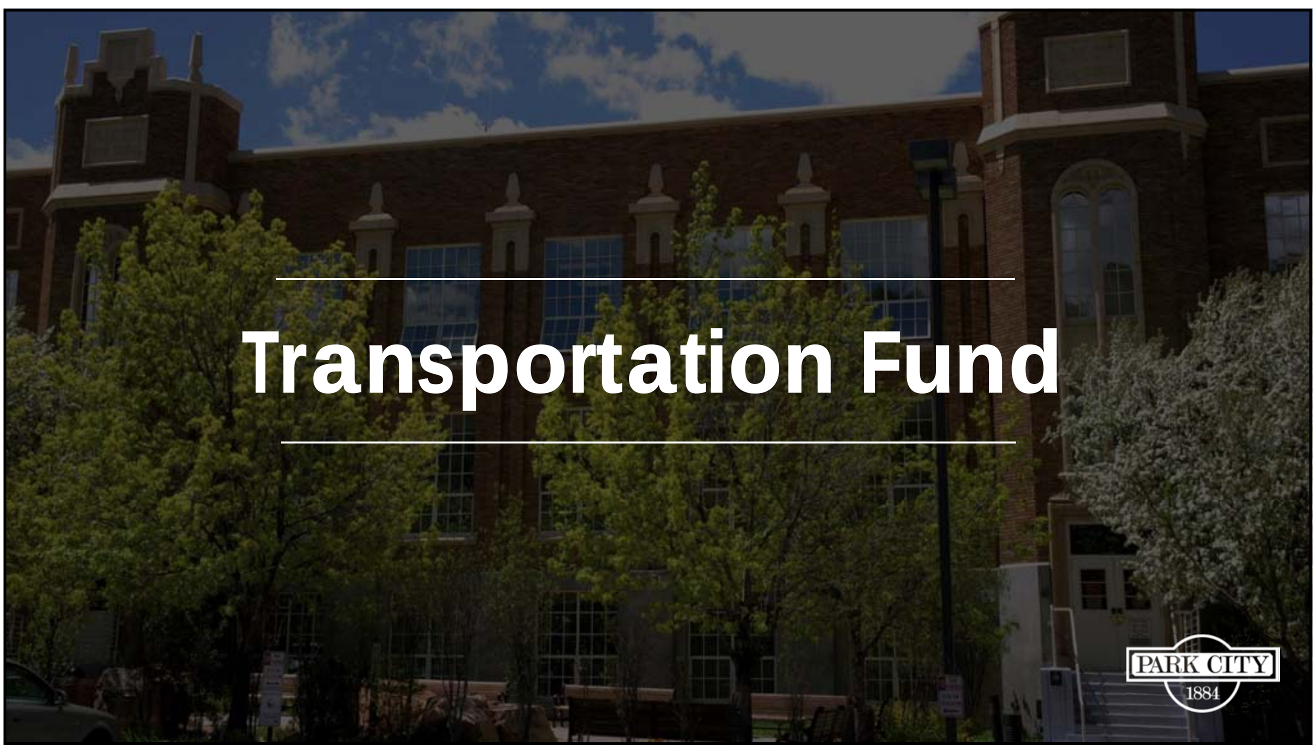


Property Tax Distribution



Debt Considerations

- GO Bond – Debt Capacity $92M
- Sales Tax Revenue Bond (TRT) – $9M



FY20 End Bal/FY21 Beg Bal **$10,775,198**

Revenue Type	FY21 Normal Conditions	FY21 Budget	FY21 Projection	%, Var from FY21 Norm	$, Variance FY21 Bud	%, Var from FY21 Bud
TRANSIT SALES TAX	$5,455,896	$3,109,861	$3,109,861	-43%	$0	0%
RESORT TAX TRANSPOR	$2,554,545	$1,456,091	$1,456,091	-43%	$0	0%
BUSINESS LICENSES	$719,565	$656,289	$1,078,449	50%	$422,160	64%
FEDERAL GRANTS (Operating)	$6,281,051	$3,585,800	$7,210,777	15%	$3,624,977	101%
FEDERAL GRANTS (Capital)			$6,045,028			
REGIONAL TRANSIT REVENUE	$7,370,000	$5,866,000	$2,196,759	-70%	-$3,669,241	-63%
OTHER FUNDING SOURCES	$716,595	$690,412	$690,412	-4%	$0	0%
PARKING REVENUES	$2,603,364	$2,603,364	$500,000	-81%	-$2,103,364	-81%
Totals	**$25,701,016**	**$17,967,817**	**$22,287,376**	**-13%**	**$4,319,560**	**24%**

Expense Type	FY21 Budget	FY21 Projection	$, Variance FY21 Bud	%, Var from FY21 Bud
TRANSPORTATION OPER	$13,845,853	$13,000,000	-$845,853	-6%
TRANSPORTATION PLANNING	$804,943	$642,515	-$162,428	-20%
PARKING	$1,565,824	$933,035	-$632,789	-40%
CAPITAL PROJECTS	$8,533,494	$8,533,494	$0	0%
Totals	**$24,750,114**	**$23,109,044**	**-$1,641,070**	**-7%**

FY21 Projected Revenues	$22,287,376
FY21 Projected Expenses	$23,109,044
Projected Over/Under	-$821,668

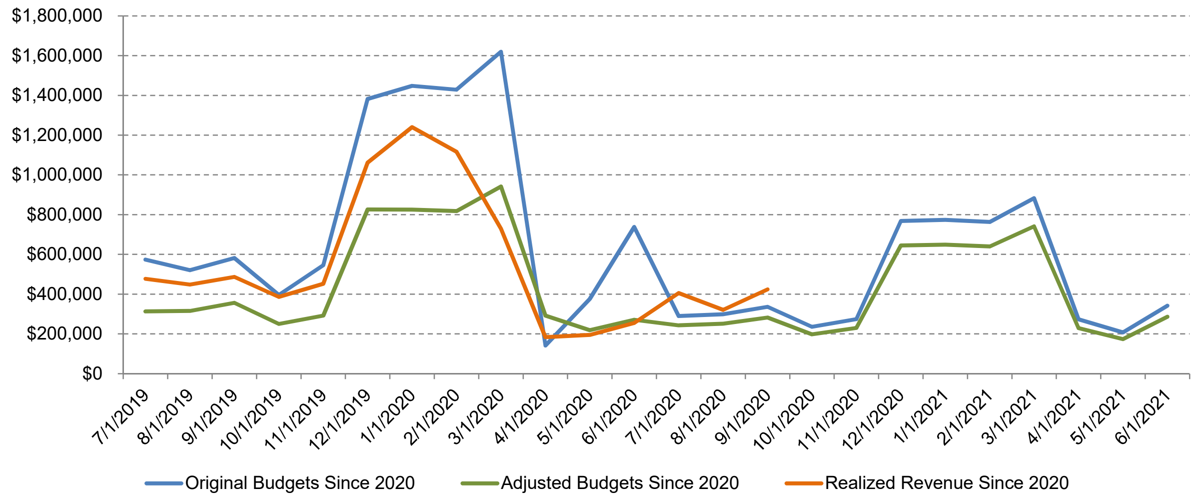
FY21 End Bal	Est. CRYFWD	Remainder	Min Rsv
$9,953,530	$7,962,834	$1,990,696	$2,769,171

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly						
Month	FY19 Actual	FY20 Actual	FY20 Original Budget	FY20 Revised Budget	FY21 Budget (Adopted Oct. 2020)	FY21 Actual
July	$342,606	$477,058	$312,915	$312,915	$243,153	$405,646
August	$304,014	$448,138	$315,189	$315,189	$250,505	$321,174
September	$314,913	$486,510	$356,655	$356,655	$282,223	$423,976
October	$217,187	$385,697	$250,242	$250,242	$197,601	
November	$344,383	$452,098	$292,092	$292,092	$229,840	
December	$726,071	$1,061,874	$825,825	$825,825	$644,181	
January	$863,480	$1,240,050	$824,970	$824,970	$648,768	
February	$804,265	$1,116,053	$817,900	$817,900	$639,892	
March	$973,053	$729,296	$941,395	$941,395	$741,053	
April	$206,171	$183,235	$291,705	$291,705	$229,233	
May	$241,287	$194,637	$218,701	$218,701	$173,692	
June	$331,292	$255,101	$270,860	$270,860	$286,553	
Total	**$5,668,720**	**$7,029,748**	**$5,718,450**	**$5,718,450**	**$4,566,695**	

Sales Tax Summary – Transportation Fund

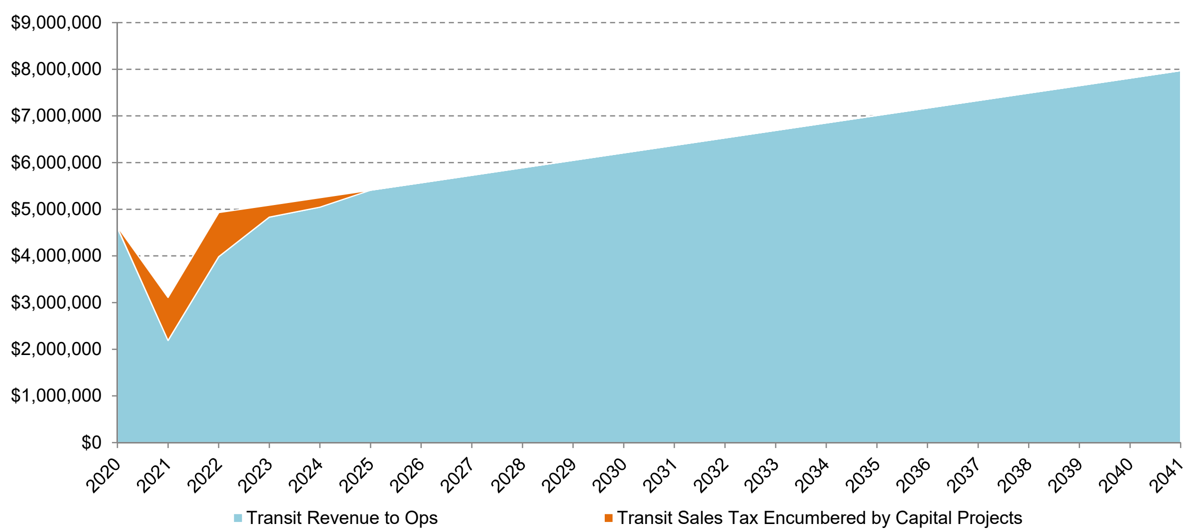
Transportation Fund - Sales Taxes
Original Budgets, Adjusted Budgets and Realized Revenue Since FY20



Transportation Sales Tax

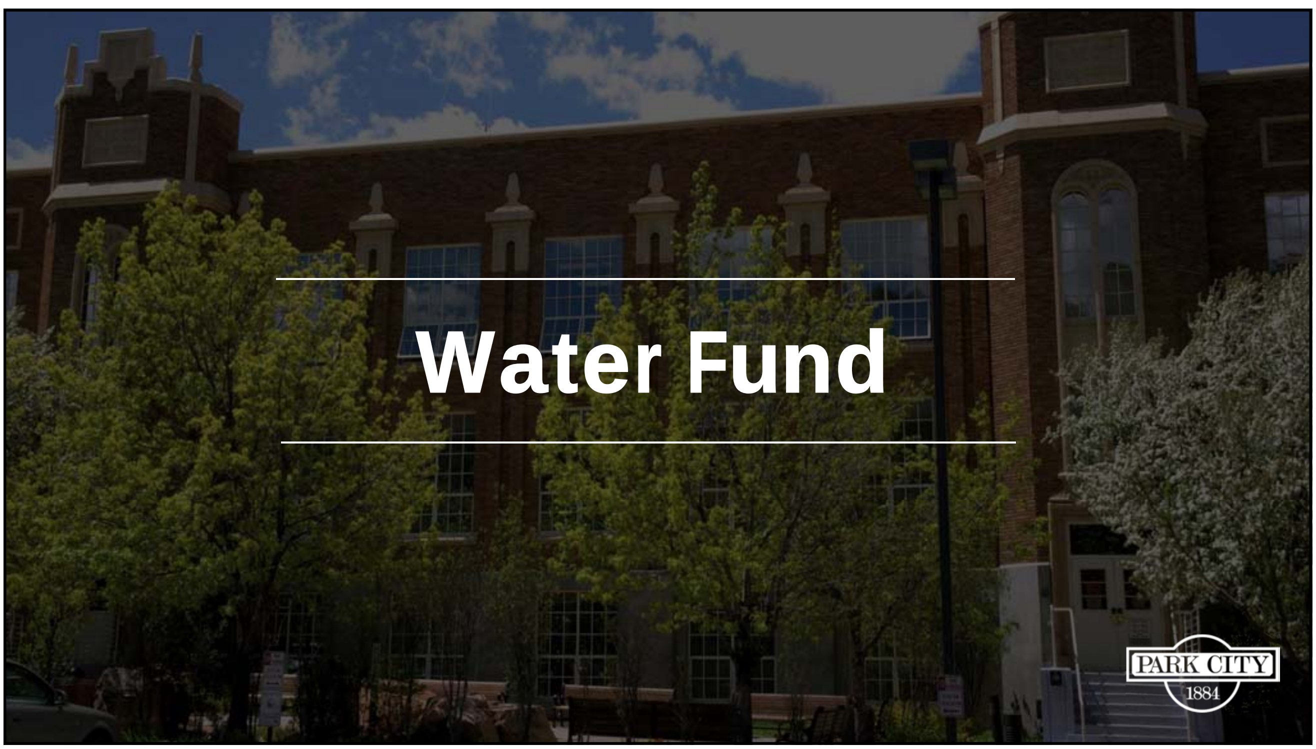
Where is it going?

Transit Sales Tax Projected Uses



Transportation Fund Considerations

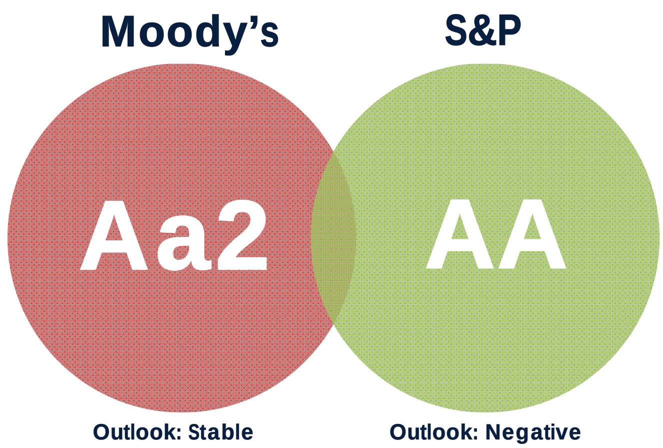
- Transit Sales Tax (1st & 4th Quarters) – Revenue uncertainty going into ski season
- Additional Mass Transit (AMT) Tax (2nd Quarter) – Long-term distribution and transition to regional transit district
- TST (3rd Quarter) – Maximize regional sales tax funding for transportation projects
- Sales Tax (5th Quarter) – Regional tax intended for transit districts and municipalities
- Federal Grants – CARES Act funding amounts, distribution with County
- Regional Transit Revenue – Projecting funding for FY22 and beyond
- Separation with County – Service level and revenue uncertainty



Water Revenue Bond Rating Update

Credit rating agencies reaffirm the strength of Park City's credit and that of its water system

"The assignment and affirmation of the Aa2 ratings reflects a fundamentally sound, if somewhat small, system serving wealthy Park City, UT with adequate coverage and moderate cash."

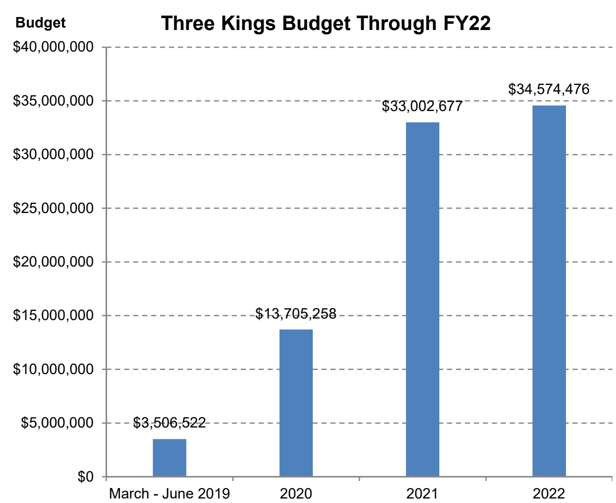


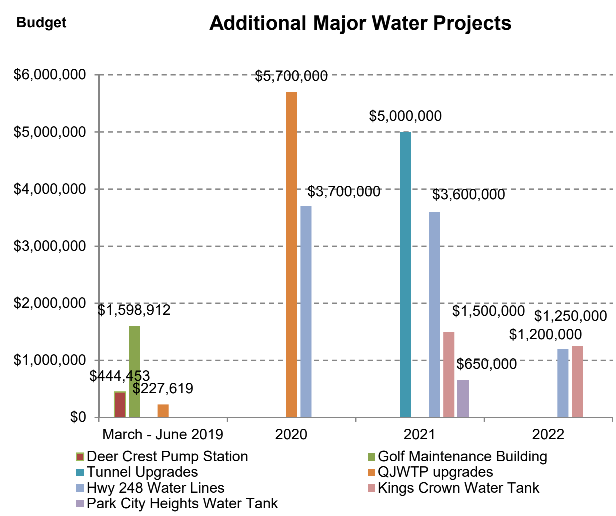
"The rating reflects our opinion of the water system's general creditworthiness and a combination of its very strong enterprise and financial risk profiles..."

Source: Moody's, S&P as of 5/15/2020.

Water Fund

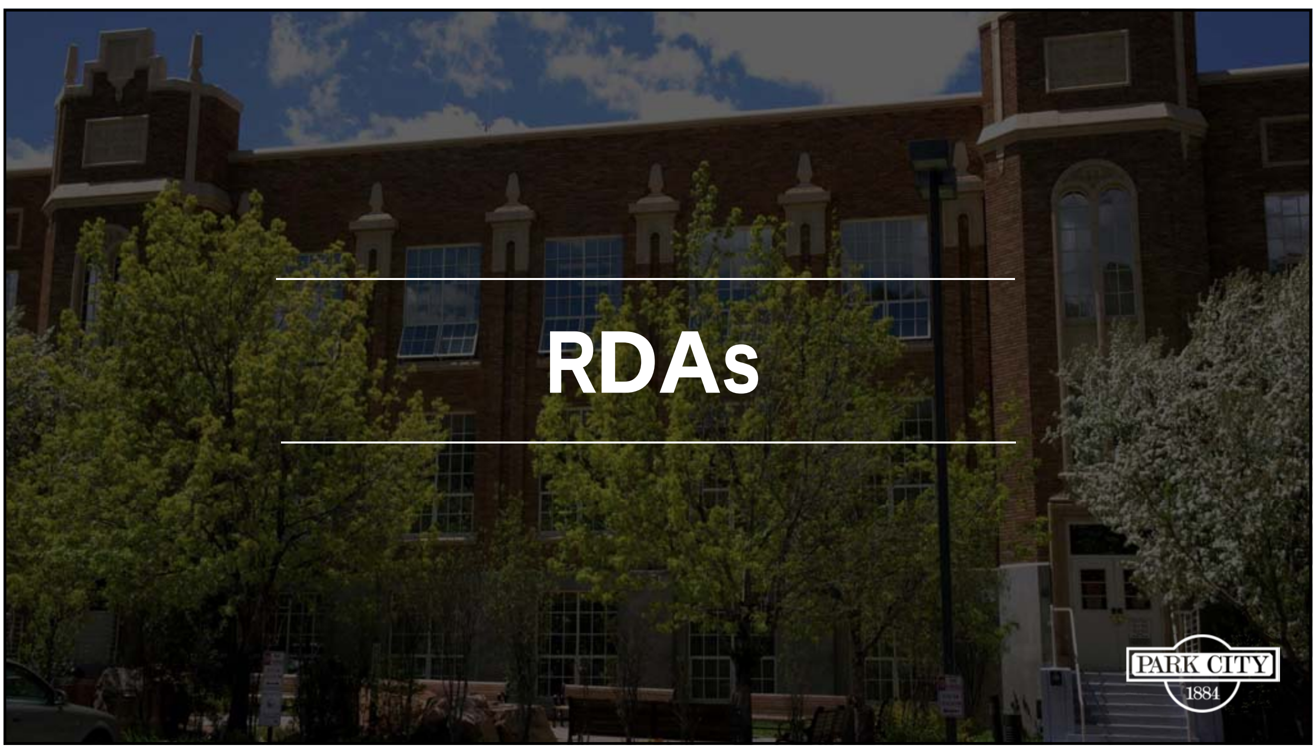
- Water department has been progressing as planned through its capital project schedule using the 2020 Water Revenue Bond funds
- Water department, Finance and Budget plan to bond again FY22 as planned in support of Water's project schedules





Water Fund Financial Stability

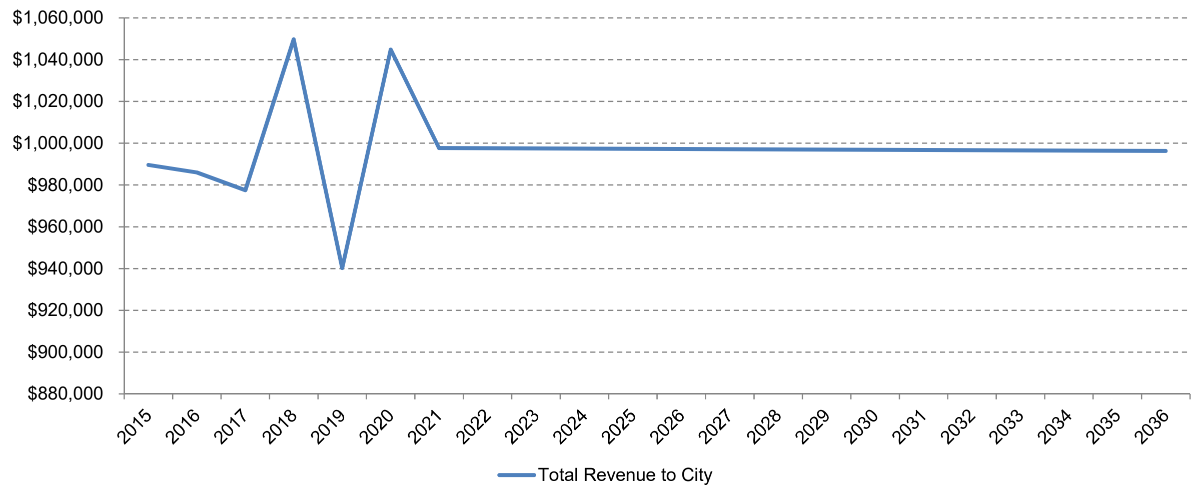
- Water fund remains financially stable even if there was a 10% revenue reduction in the current fiscal year and a 23% reduction in FY's 22 and 23
- If revenue reductions are minimal the projected FY22 bond amount will likely be less
- Future rate increases continue to be projected at 3% per year



Main Street RDA

- Main Street RDA expires next fiscal year
- A potential 15 year extension would create an estimates additional $13M of bonding capacity

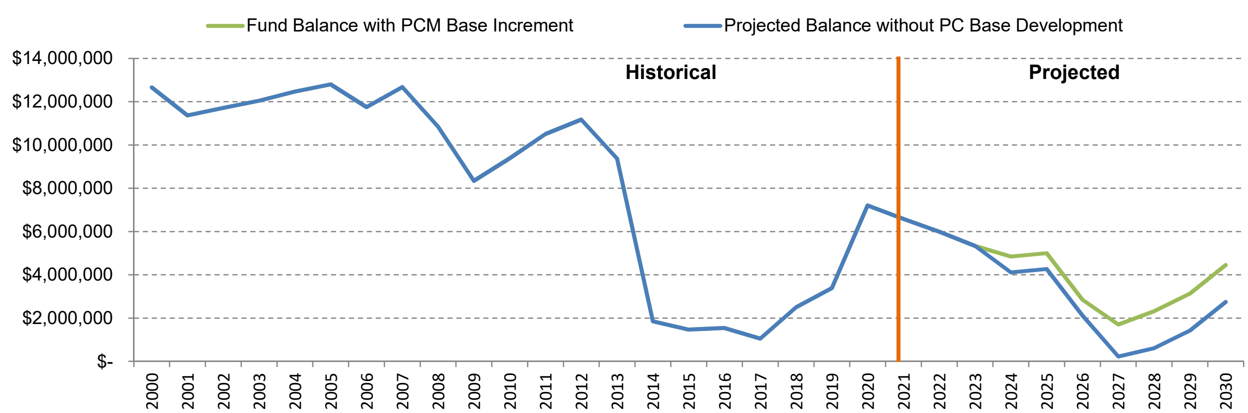
Main Street RDA Total Revenue to City



Lower Park Avenue RDA

- An update to our fund balance model indicates fund balance is sustainable, yet fully levered as previously noted
- Potential tax increment from Park City Mountain base development has the potential to benefit RDA fund balance and create slightly more flexibility in the long-term

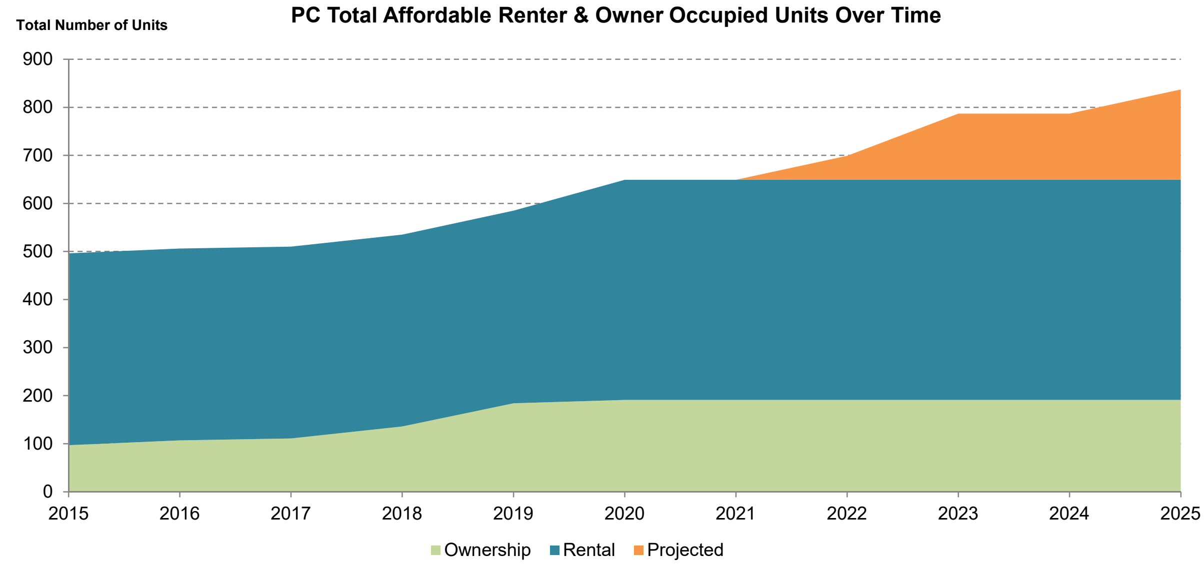
Lower Park RDA - Historical & Projected Fund Balance Over Time



RDA Funds Considerations

- Extend Main St RDA – ~$13M in bonding capacity for Main St projects or housing within city limits
- Lower Park RDA – Fully levered, but future capacity with Park City Mountain base development

Affordable Housing

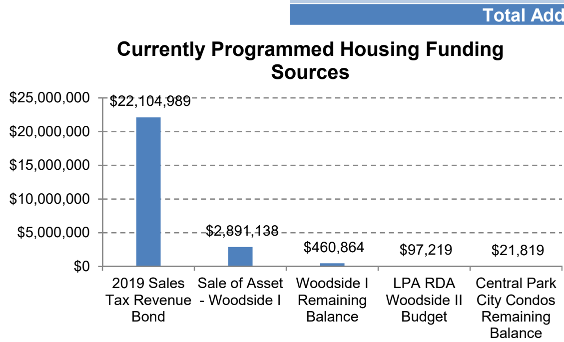


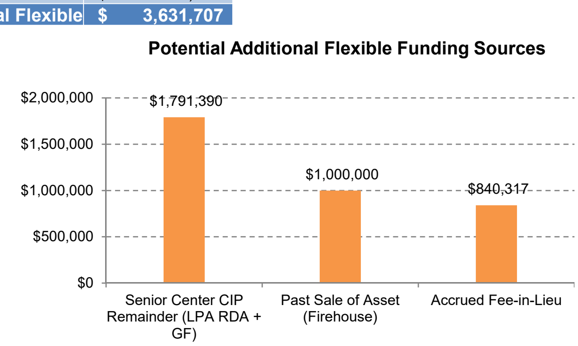
Source: Park City Municipal Corporation. As of 10/29/2020.

Current & Potential Housing Funding Sources

Currently Programmed Housing Funds	
Source	**Amount**
2019 Sales Tax Revenue Bond	$ 22,104,989
Sale of Asset - Woodside I	$ 2,891,138
Woodside I Remaining Balance	$ 460,864
LPA RDA Woodside II Budget	$ 97,219
Central Park City Condos Remaining Balance	$ 21,819
Total Currently Programmed	**$ 25,576,029**

Additional Potential Flexible Funding Sources	
Senior Center CIP Remainder (LPA RDA + GF)	$ 1,791,390
Past Sale of Asset (Firehouse)	$ 1,000,000
Accrued Fee-in-Lieu	$ 840,317
Total Additional Flexible	**$ 3,631,707**





Potential Solutions, Opportunities

Solutions Under Investigation
Potential Solutions
Extend Main St. RDA, direct funds to housing
Utilization of additional expected LPA RDA increment resulting from PEG development
Increase AMIs
Delay other capital projects
Sales of City assets remains a tool in the toolbox
25Y debt maturities have the potential to reduce required subsidy amount to $3.5M in our preferred scenario
Potential PCSD partnership in return for right to access some units
Housing fee-in-lieu potential from IHC, PEG and others, PEG fee-in-lieu could be in range of ~$3M

Additional Future Ideas
Partnership
Munis can give private developers access to their credit ratings by raising bonds in the tax-exempt market, yet with the private developer and their investors providing capital and debt service, the bond is effectively a conduit/passthrough from rents generated by the private developer. In exchange for access to the City's preferential funding opportunities, cities may require certain rent limits/concessions/etc. from the private developer. The strategy is less balance sheet intensive from the muni.

Housing Considerations

- Major Future Housing Projects – Utilize $29.2M for housing
- Pipeline – Pursue rental model to sustain housing funds
- Long-term Funding – Pursue other financing options for housing (e.g., Main St RDA, extend bond maturity, partnerships, etc.)
- Housing Authority – Create financial fund to account for rental financing in FY22 budget

Final Considerations

- Strong financial position
- Uncertainty of sales tax revenue going into ski season
- Sales tax revenue bond opportunities
- GO bond capacity
- Transportation Fund: solid financials, a lot of uncertainty
- RDA financial opportunities
- Housing financial oppportunities

Agenda Item No:

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Work Session
Agenda Section:

Subject:
5:30 p.m. - Special Event Update

Suggested Action:

Attachments:
Special Event Update Staff Report

Exhibit A: Tentative 2021 Special Event Calendar

Exhibit B: Long Term Event Calendar

Exhibit C: Special Event Progress

City Council Staff Report

Subject:	**Special Event Update**
Author:	**Jenny Diersen**
Department:	**Special Events & Economic Development**
Date:	**December 10, 2020**
Type of Item:	**Work Session**

Recommendation

Review and discuss the recommended 2021 Special Event Calendar (Exhibit A), the Long-Term Special Events Calendar (Exhibit B), and a summary of efforts taken to reduce the impacts of special events over the past several years (Exhibit C).

Generally, staff seeks affirmation that the Special Events Department is administering its policies and programs consistent with previous City Council policy direction.

Executive Summary

- The annual Special Events Calendar summarizes the anticipated schedule of special events in 2021. This tool allows event applicants and staff to plan for required mitigation and provides predictability to the community and businesses. The Calendar does not include concerts or any new events.

- The Long-Term Special Events Calendar helps identify potential conflicts over 10 years. Four of the thirteen major events have contracts that will expire and allow re-negotiation to decrease the number of conflicts over time.

- Special events in Park City require ongoing collaboration with a variety of stakeholders and partners, including the State of Utah, Summit County, Park City Chamber Bureau, Deer Valley and Park City Resort, Park City School District, and a wide array of small businesses and non-profit organizations.

- Special events in Park City remain a crucial aspect of the community's overall character and culture, economy, and quality of life. Our special events range from national holidays, recreation, sport and competition, music and arts, local community gatherings and non-profit fundraisers.

- Special events were significantly impacted by COVID-19 restrictions, eliminating virtually all events since March 2020.

- Since 2018, staff has reduced events that do not meet the standards outlined in municipal code (4A-2-4). In 2020, for example, Park City permitted 26 events (209 event days) compared to 86 events (171 event days) in 2019. The significant reduction to approved events in 2020 is largely due to COVID-19 restrictions. This has negatively affected many local non-profits, businesses, and the community seeking the diversity and vibrancy that events bring to our mountain town.

Background

Despite all of the positive attributes that special events provide to the Park City community, concerns surfaced several years ago regarding event-related traffic and congestion, noise, and the escalating cost of providing support-related public services. In addition, several events seemed to overwhelm our infrastructure, and a growing desire was voiced for “quiet weekends” without large events.

In response, on September 27, 2018, the City Council amended 4A, Special Event Municipal Code to increase event mitigation practices and reduce the number and size of special events. To date, these changes have been mainly successful in their attempt to balance better the desire for a vibrant art and cultural economy with quality-of-life impacts.

Analysis

The recommended 2021 Special Events Calendar includes both longstanding events and consideration of several new events. The Calendar is consistent with the City’s municipal code for events (4A), and preliminary findings were drafted for Council to proceed based upon the following (summarized) sections of the code:

- Peak Time Periods,4A-2-3(E), the Special Events Department must publish the Peak Time Calendar by the last Friday in November. During the 11 specific Peak timeframes, new Special Event Applications will not be considered unless they are Level 1, 2, or 3 events within the RD or RC zones, defined as Level 1 or 2, with minimal public safety and transportation impacts, a first amendment event, or an existing event approved on the 2018 calendar. Council retains authority to consider applications of any events during defined Peak Time Periods should they meet extraordinary circumstances, unique opportunities.
- Standards for Approval (4A-2-4) are based on Park City's goals outlined in the General Plan, including reasons for hosting, ties and partnerships with local organizations and businesses, economic benefit, serving underserved populations, adding uniqueness, does not avoid restrictive zoning and licensing regulations, and meets various transportation, public safety, health, and welfare requirements.
- Conflicts (4A-2-5) can be geographic separation, proposed time and duration, anticipated attendance, the necessity for public personnel, and anticipated traffic and parking impacts.

In applying the Municipal Code, please consider the following dynamics of the proposed 2021 Special Event Calendar:

- Outside of defined Peak Times (11 specific dates on the annual calendar), there are only two weekends with no major events between mid-June and the end of September. Building quieter weekends with smaller events has been managed administratively, though this has proven difficult with weekends falling differently from one year to the next year.

- Car-Free Sunday Main Street and Park Silly Sunday Market (PSSM).
  - HPCA plans to discuss the City's Car-Free Days at their December 15 Board Meeting. Staff will return to Council to discuss Car-Free Days in March.
- PSSM - Per the contract, staff recommends approving PSSM's requested dates for 2021, including June 6 to September 26. This is 14 Sundays, and no event dates on August 1 (Tour of Utah), August 8 (Arts Fest Weekend), and August 15 (no PSSM).
  - On January 9 2020, Council approved PSSM on the same day as the Fourth of July. Staff will make findings that the impacts can be mitigated by making small adjustments to parade routing and transportation plans, including protecting residential areas. Staff anticipates returning to City Council in the spring to discuss 2021 Supplemental Plan.
- Tour of Utah (TOU) is scheduled concurrently with Extreme Soccer; both events are the weekend before Arts Festival (AF). This was successfully coordinated in 2016 as Transportation Planning evaluated the number of trips generated (typical use, event demand, delays from TOU closures with road capacity). Staff is prepared to make findings that conflicts can be adequately mitigated.

Continuation of Current Event Mitigation Policy

In addition to proceeding with the recommended 2021 Calendar, Staff also intends to:

- Continue to pilot additional mitigation (various transportation, sustainability, and other enhancements that drive change and support Community Critical priorities);
- Add specific Green Event standards discussed at the November 12 City Council meeting (p. 8). Staff will return to review and adopt recommendations at a subsequent Council meeting. Many large events have already made significant progress; however, more focus is necessary.
- Continue reduction of public subsidy of Special Event Fee Reductions (SEFR) for all events. Fewer SEFR equals more fees paid by Applicants, many of which are local non-profit organizations. Council created a five year limit for SEFR requests beginning with fiscal year (FY) 20 (July 2020) by FY 24 (July 2024).
- Develop a more sustainable financial model for City operating departments, including increasing departmental budgets for event mitigation (hard) costs. In the past, this included increased levels of municipal services, including communications, neighborhood mitigation, public safety, parking, pedestrian management, transit operations, public works, trash and recycling, etc.
- Begin negotiations on several long term contracts, including Arts Festival (ends August 2021), Triple Crown (ends July 2021), and PSSM (ends 2022). Staff will also create a sustainable framework for community events, such as Fourth of July, Miner's Day, Howl-O-Ween on Main, and other major events based on a hierarchy of importance to our community.

Funding

SEFR is subsidized by General Fund revenues and limited to $200,000 annually (4A-2-

9), per current City Council policy. The $200,000 does not include specifically contracted events, including PSSM, AF, Sundance Film Festival, and Triple Crown.

Mitigation LOS & Costs
Outside of SEFR, the City has increased its mitigation efforts (paid parking with additional transit, traffic management, residential mitigation, bollards, community outreach, public safety, sustainable measures, data collection, etc.), requiring departments to budget for hard costs. Over the long-term, the City Council should consider who should pay for these ongoing hard costs. This has been averaging $550,000 annually and is increasing.

Policy Questions
1. Does Council support the recommended 2021 event calendar?
2. Does Council, generally, continue to support the Long-term Calendar and efforts to manage event conflicts?
3. Does Council support staff continue to reduce SEFR and manage hard costs?

Attachments
Exhibit A: Special Event Calendar
Exhibit B: Long Term Special Event Calendar & Identified Conflicts
Exhibit C: Special Event Progress

December 2020

December 2020

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		

January 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						

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

January 2021

January 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						

February 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						

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12/27 - 1/1	Dec 27	28	29	30	31	Jan 1, 21 Snow Globes Peak Time Period School Holiday Break	2 Snow Globes School Holiday Break
1/3 - 8	3 Snow Globes School Holiday Break	4 Snow Globes	5 Snow Globes	6 Snow Globes	7	8	9
1/10 - 15	10	11	12	13	14	15 MLK Holiday Weekend	16 MLK Holiday Weekend
1/17 - 22	17 MLK Holiday Weekend	18 MLK Holiday Weekend	19	20 Inaugeration Day	21	22	23
1/24 - 29	24	25	26	27	28 Sundance Film Festival Cube of Truth Peak Time Period	29 Sundance Film Festival Peak Time Period	30 Sundance Film Festival Peak Time Period
1/31 - 2/5	31 Sundance Film Festival Peak Time Period	Feb 1	2	3	4	5	6

February 2021

February 2021

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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21	22	23	24	25	26	27
28						

March 2021

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jan 31 - Feb 6	**Jan 31**	**Feb 1** Sundance Film Festival Peak Time Period	**2** Peak Time Period	**3** Peak Time Period	**4** Deer Valey World Cup	**5**	**6**
Feb 7 - 13	**7**	**8**	**9**	**10**	**11**	**12** February Shool Break Peak Time Period	**13** February Shool Break Peak Time Period
Feb 14 - 20	**14** February Shool Break Peak Time Period	**15** February Shool Break Peak Time Period	**16** February Shool Break	**17** February Shool Break	**18** February Shool Break	**19** February Shool Break	**20** February Shool Break
Feb 21 - 27	**21** February Shool Break	**22**	**23**	**24**	**25**	**26**	**27**
Feb 28 - Mar 6	**28**	**Mar 1**	**2**	**3**	**4**	**5**	**6**

March 2021

March 2021

Su	Mo	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
28	29	30	31			

April 2021

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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	

	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
				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	

May 2021

Su	Mo	Tu	We	Th	Fr	Sa
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9	10	11	12	13	14	15
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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30	31					

June 2021

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13	14	15	16	17	18	19
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

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 2021

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	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

Su	Mo	Tu	We	Th	Fr	Sa
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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

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	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

Su	Mo	Tu	We	Th	Fr	Sa
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22	23	24	25	26	27	28
29	30	31				

September 2021

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

	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** 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

Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
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26	27	28	29	30		

October 2021

Su	Mo	Tu	We	Th	Fr	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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

Su	Mo	Tu	We	Th	Fr	Sa
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24	25	26	27	28	29	30
31						

November 2021

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

	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

Su	Mo	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
28	29	30				

December 2021

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	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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26	27	28	29	30	31	

January 2022

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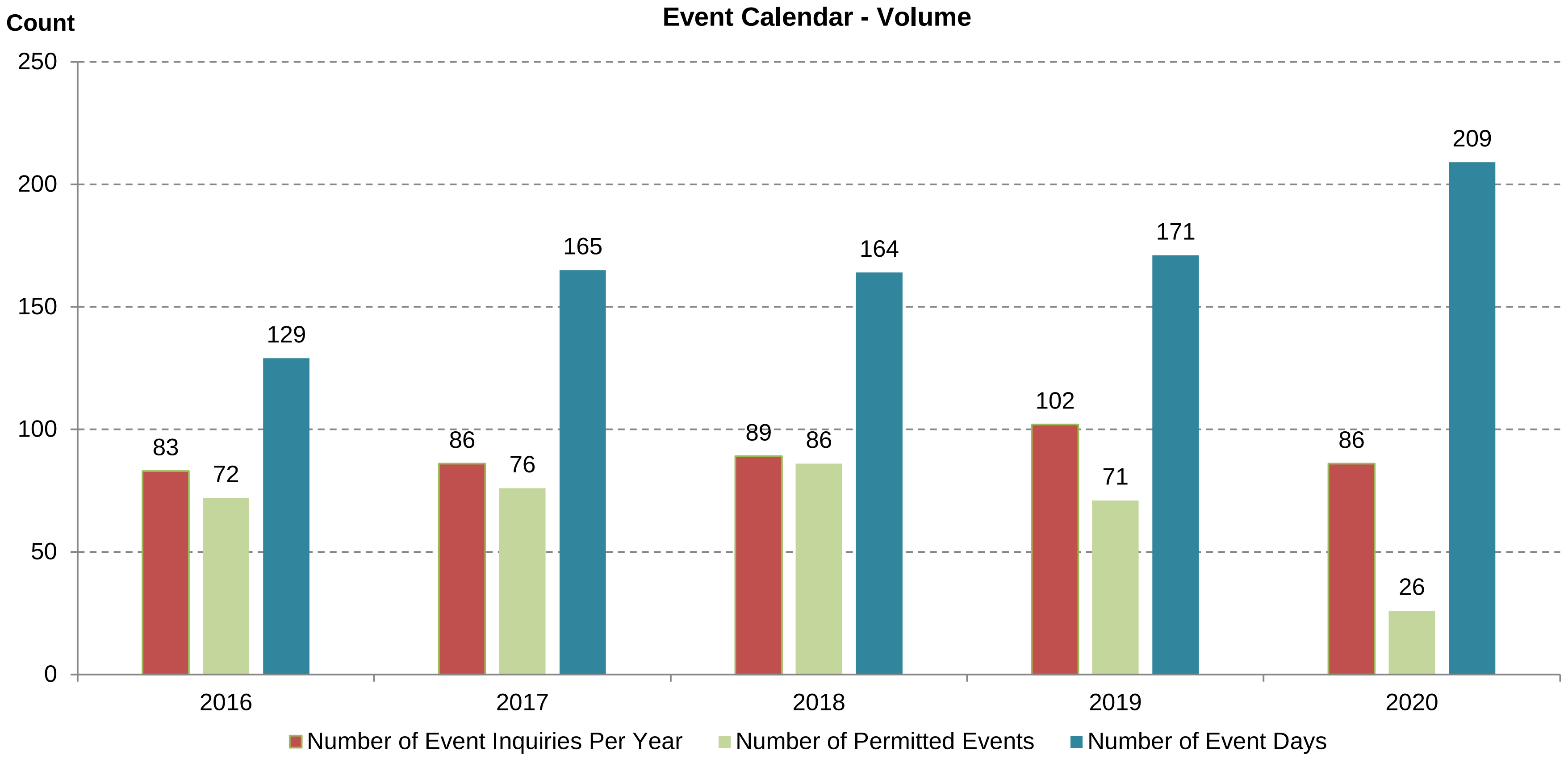
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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**

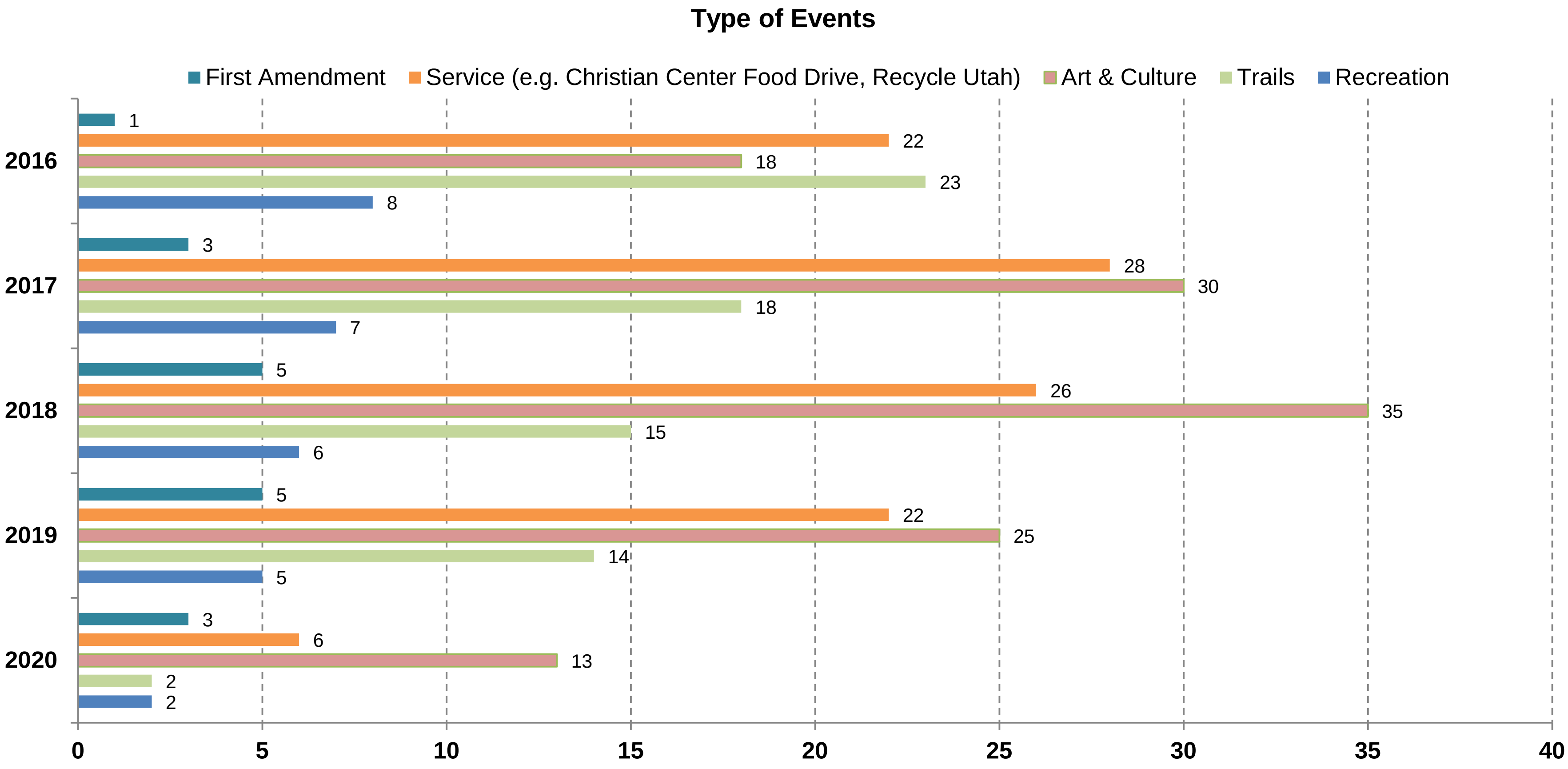
Years	Sundance Dates	World Cup/Champ Dates	PSSM Dates	Wednesday Night Concert Dates	Savor Dates	Fourth of July Dates	Triple Crown Dates/ Request	Extreme Soccer Date Request	KAC Dates	Tour of Utah Dates	Miners Day Dates	Autumn Aloft Dates	Halloween on Main Dates
*2020	Jan 23 to Feb 2 / MLK Jan 20	*February 6 to 8, 2020*	~~*2020 - (June 7 to Sept 27) No Market August 2 +9 + No event weekend TBD by Council)*~~	~~*TBD*~~	~~*6/27/2020 *no local weekend between Savor and 4th*~~	~~*Saturday, July 4, 2020*~~	~~*July 13 to 23, 2020 *Overlap with Extreme*~~	~~*July 22 to 25*~~	~~*July 31 to 2, 2020*~~	~~*Date Request to UCI: 1. August 9 2. August 2 3. August 17*~~	~~*Monday, September 7, 2020*~~	~~*September 18 to 20, 2020*~~	~~*Saturday, October 31, 2020*~~
2021	Jan 28 to Feb 3 (Covid) / MLK Jan 18, Inaugeration Jan 21	*February 4 to 6, 2021*	**2021 - (June 6 to Sept) 26 - No Market August 8 + No event TOU + no event weekend TBD by Council,* ***conflict with 4th of July***	TBD	6/26/2021 *no local weekend between Savor and 4th	Sunday, July 4, 2021	*July 12 to 24, 2021*	*July 28 to 31*	Aug 6 to 8, 2021	July 31 & Aug 1	Monday, September 6, 2021	*September 17 to 19, 2021*	Sunday, October 31, 2021
2022	Jan 20 to Jan 30 / MLK Jan 17	**January 12 to 15 (watch Pres Week traffic)*	**2022 - (June 5 to Sept 25) No Market August 7 + No event weekend TBD by Council _ TOU*	TBD	Saturday, June 25, 2022	Monday, July 4, 2022	*July 11 to 23, 2022*	*July 27 to 30*	*August 5 to 7, 2022*	TBD	Monday, September 5, 2022	*September 16 to 18, 2022*	Monday, October 31, 2022
2023	Jan 19 to Jan 29 / MLK Jan 16	*February 8 to 11*	*June 4 to Sept 24 No Mkt August 7 + No event weekend TBD by Council + TOU*	TBD	Saturday, June 24, 2023	Tuesday, July 4, 2023	*July 10 to 22, 2023*	*July 26 to 29*	*August 4 to 6, 2023*	TBD	Monday, September 4, 2023	*September 15 to 17, 2023*	Tuesday, October 31, 2023
2024	Jan 18 to Jan 28 / MLK Jan 15	*February 7 to 10*	*June 3 to Sept 23, No Market AF, No event weekend TBD by Council and TOU*	TBD	Saturday, June 22, 2024	Thursday, July 4, 2024	*July 15 to 27, 2024 *Overlap with Extreme*	*July 23 to 27*	*August 3 to 5, 2024*	TBD	Monday, September 2, 2024	*September 13 to 15, 2024*	Thursday, October 31, 2024
2025	Jan 23 to Feb 2 / MLK Jan 20 Inaugeration Jan 21	*February 5 to 8*	*June 1 to Sept 28, No Market AF, Not event weekend TBD by CC and TOU*	TBD	6/28/2025 *no local weekend between Savor and 4th	Friday, July 4, 2025	*July 14 to 26, 2025 *Overlap with Extreme*	*July 23 to 26*	*August 1 to 3, 2025*	TBD	Monday, September 1, 2025	*September 19 to 21, 2025*	Friday, October 31, 2025
2026	Jan 22 to Feb 1 / MLK Jan 19	**January 15 to 17 (watch Pres Week traffic)*	*June 7 to Septembe 27, No Market AF, No Event TOU or No event weekend TBD by Council*	TBD	6/27/2026 *no local weekend between Savor and 4th	Saturday, July 4, 2026	*July 13 to 25, 2026*	*July 28 to 31 *Overlap with AF*	*July 31 to August 2, 2026*	TBD	Monday, September 7, 2026	*September 18 to 20, 2026*	Saturday, October 31, 2026
2027	*Jan 21 to Jan 31 / MLK Jan 18*	*February 10 to 13*	*June 6 to Sept 26 - No Market August 8 + No event weekend TBD by Council,* ***conflict with 4th of July***	TBD	6/26/2027 *no local weekend between Savor and 4th	Sunday, July 4, 2027	*July 12 to 24, 2027*	*July 28 to 31*	*August 6 to 8, 2027*	TBD	Monday, September 6, 2027	*September 17 to 19, 2027*	Sunday, October 31, 2027
2028	*Jan 20 to Jan 30/ MLK Jan 17*	*February 9 to 12*	*June 5 to Sept 25 No Market August 7 + No event weekend TBD by Council _ TOU*	TBD	Saturday, June 24, 2028	Tuesday, July 4, 2028	*July 10 to 22, 2028*	*July 26 to 29*	*August 5 to 7, 2028*	TBD	Monday, September 4, 2028	*September 15 to 17, 2028*	Tuesday, October 31, 2028
2029	*Jan 18 to Jan 28/ MLK Jan 15 / Inaugeration Jan 21*	*February 7 to 10*	*June 3 to Sept 23, No Market AF, No event weekend TBD by Council and TOU*	TBD	Saturday, June 23, 2029	Wednesday, July 4, 2029	*July 16 to 28, 2029 *Overlap with Extreme*	*July 25 to 28*	*August 3 to 5, 2029*	TBD	Monday, September 3, 2029	*September 21 to 23, 2029*	Wednesday, October 31, 2029
2030						Thursday, July 4, 2030	*July 15 to 27, 2030 *Overlap with Extreme*						

Event Calendar



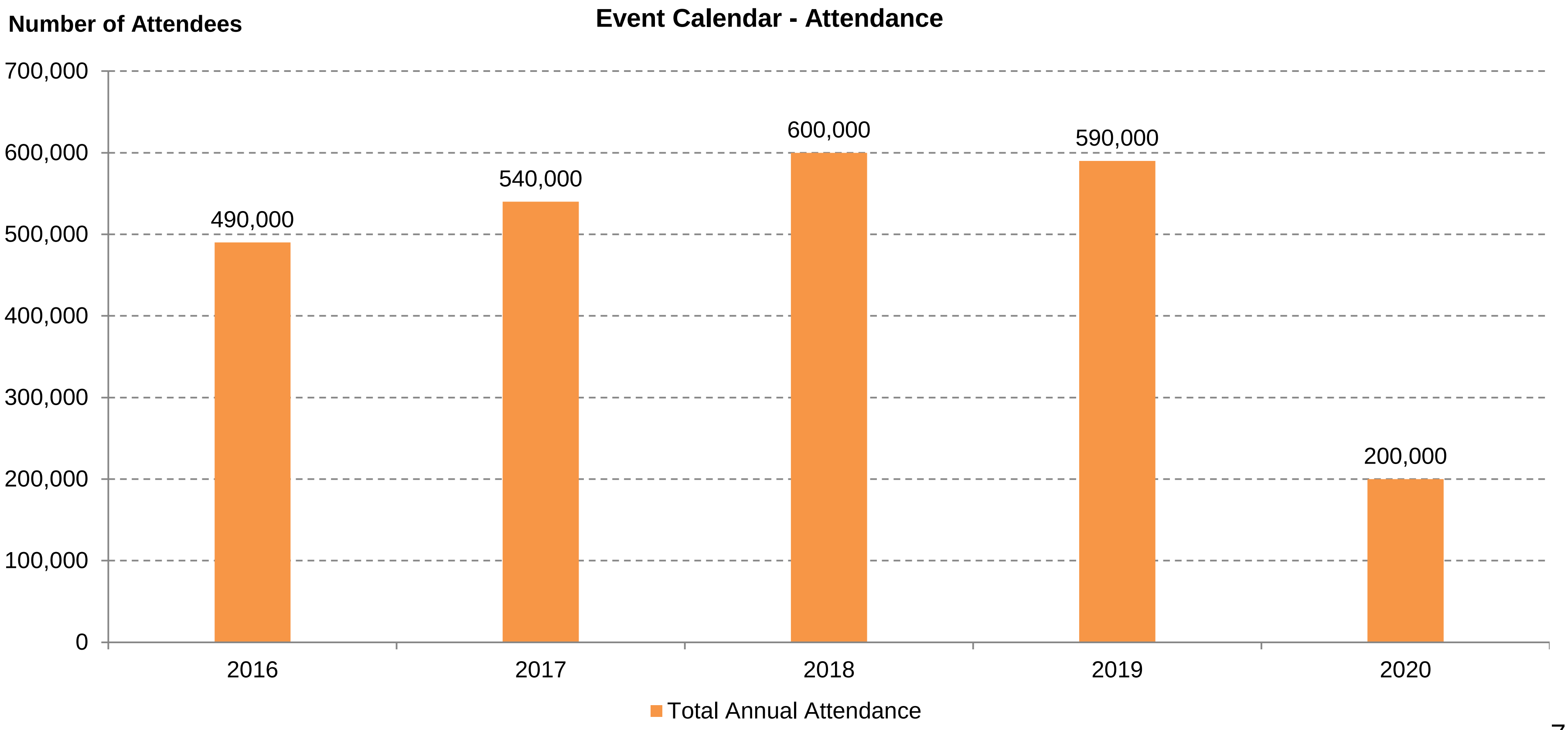
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Types



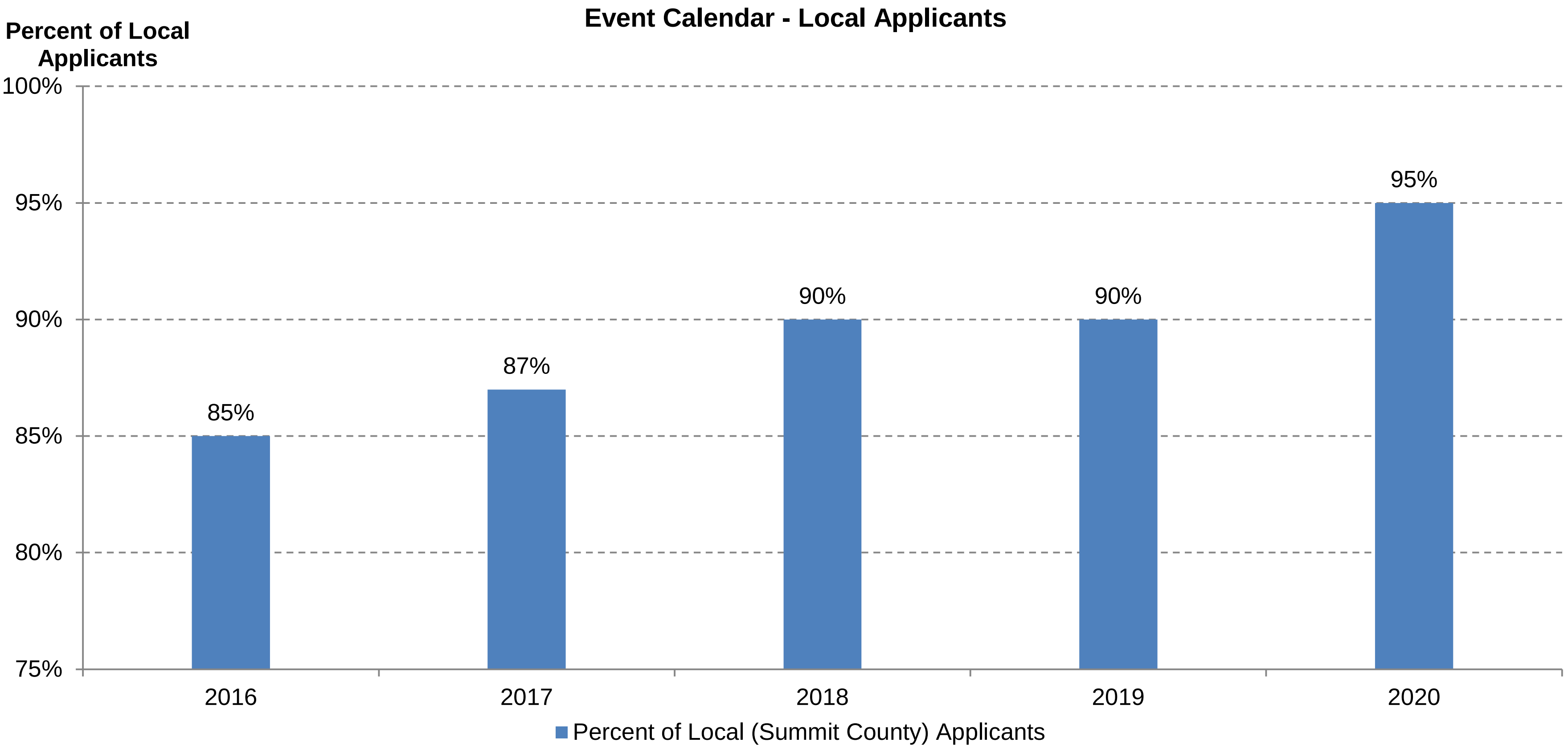
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Calendar



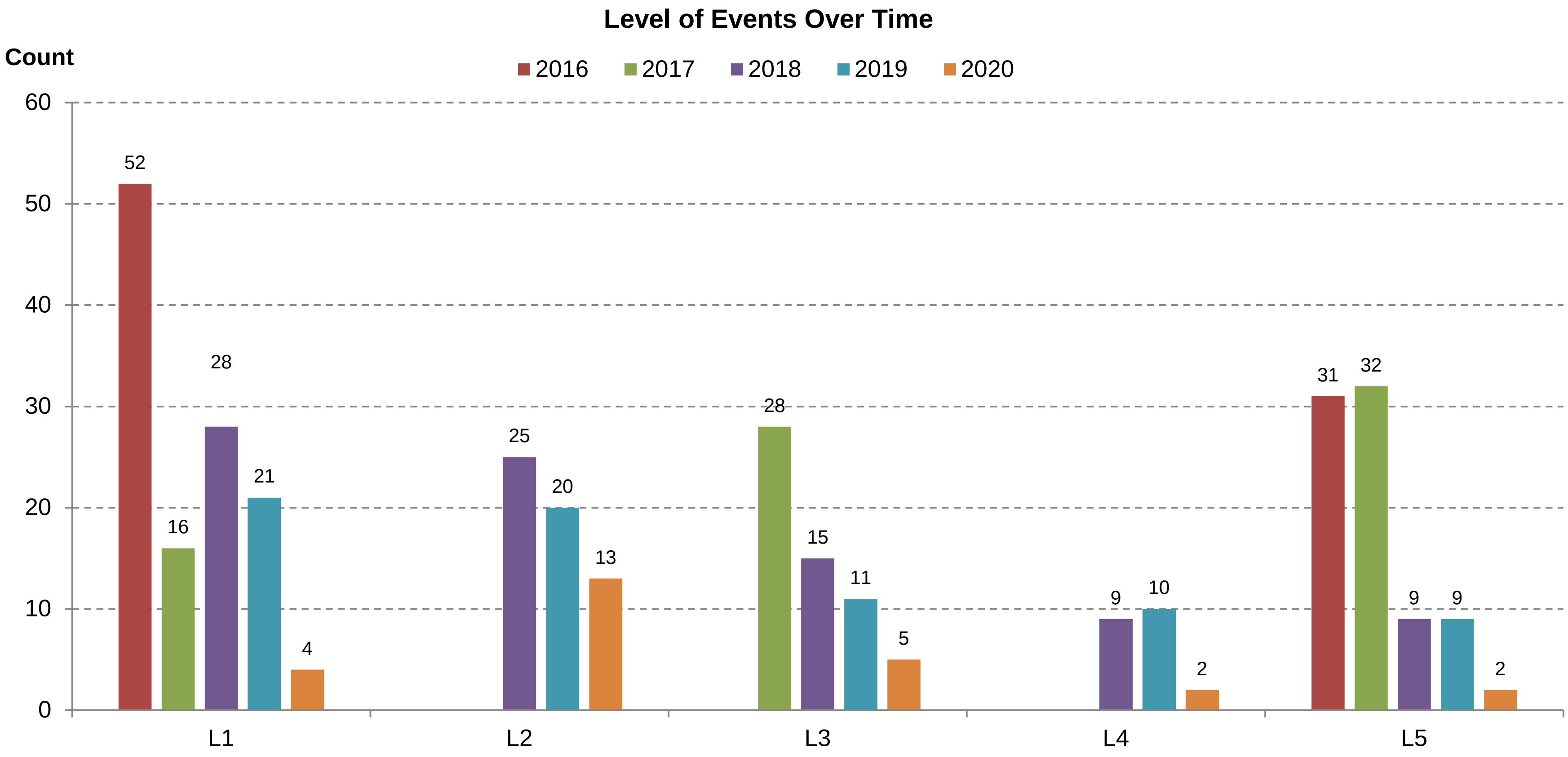
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Calendar



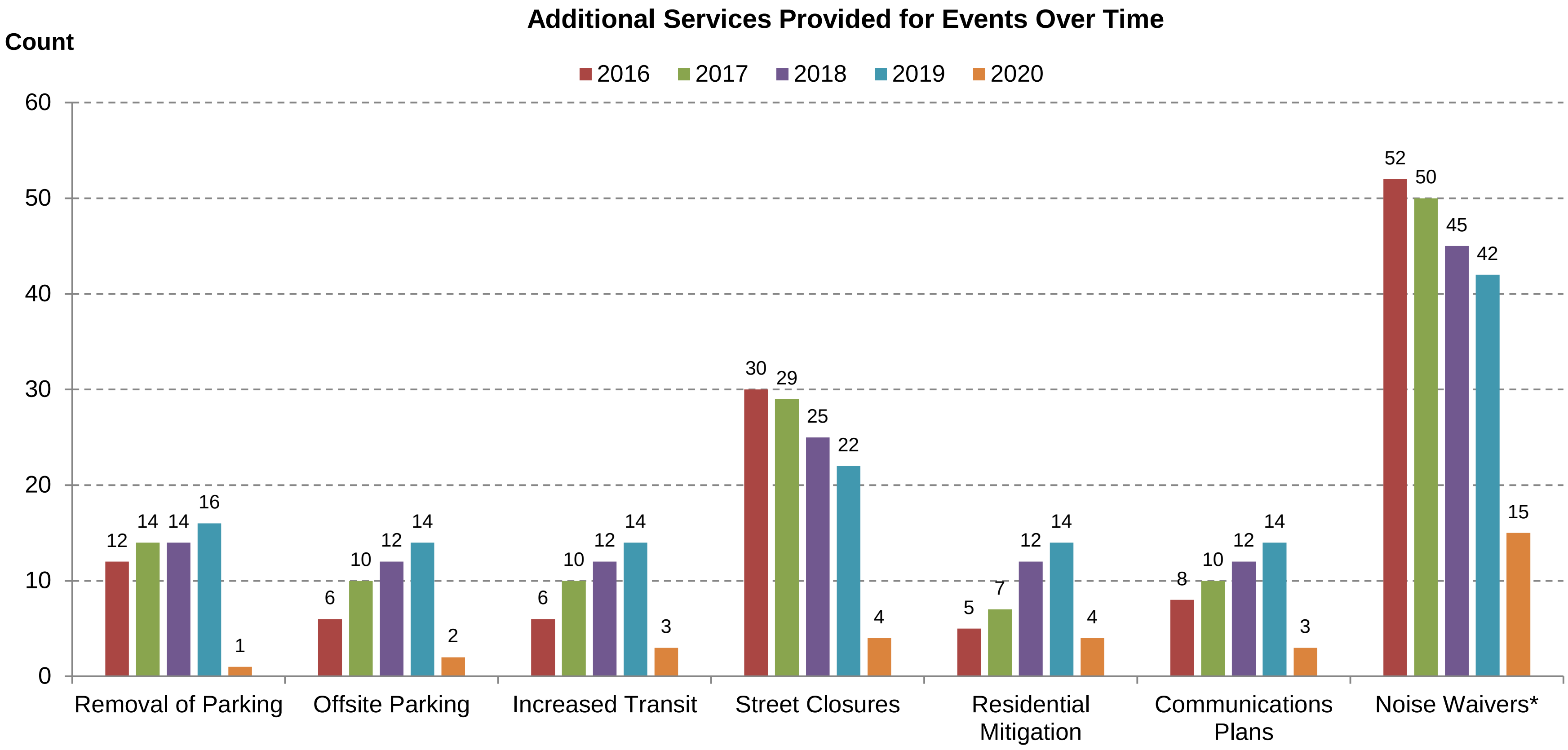
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Levels



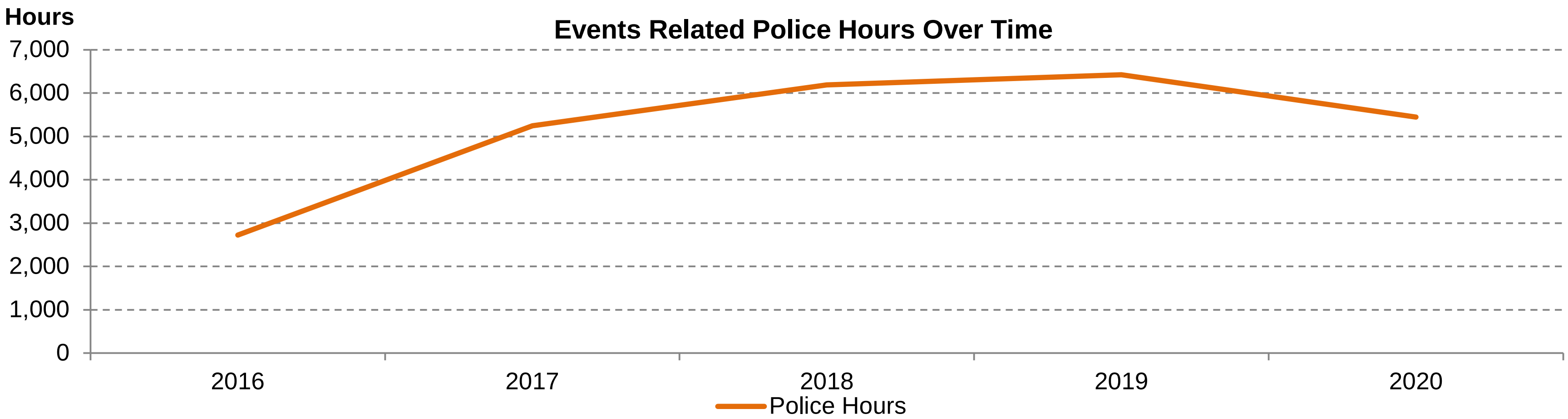
Source: Park City Municipal Corporation. As of 10/16/2020.

Event Services



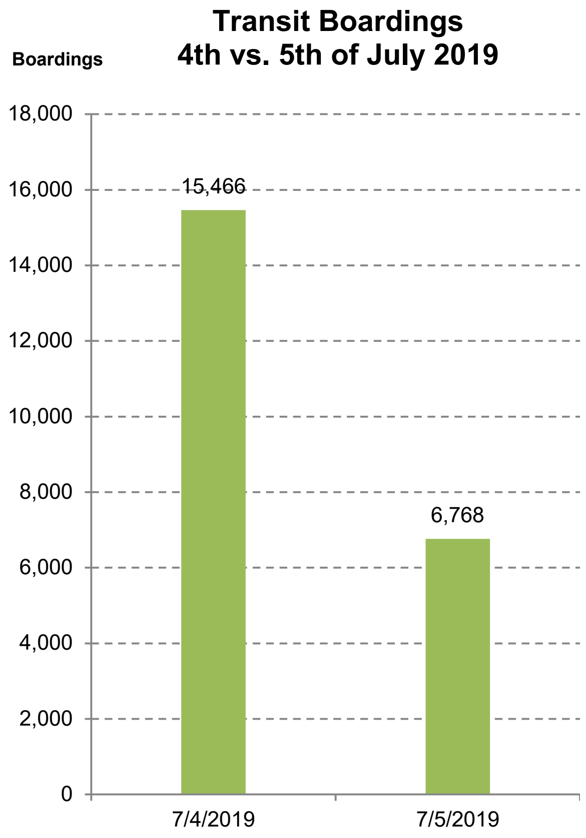
Source: Park City Municipal Corporation. As of 10/16/2020.

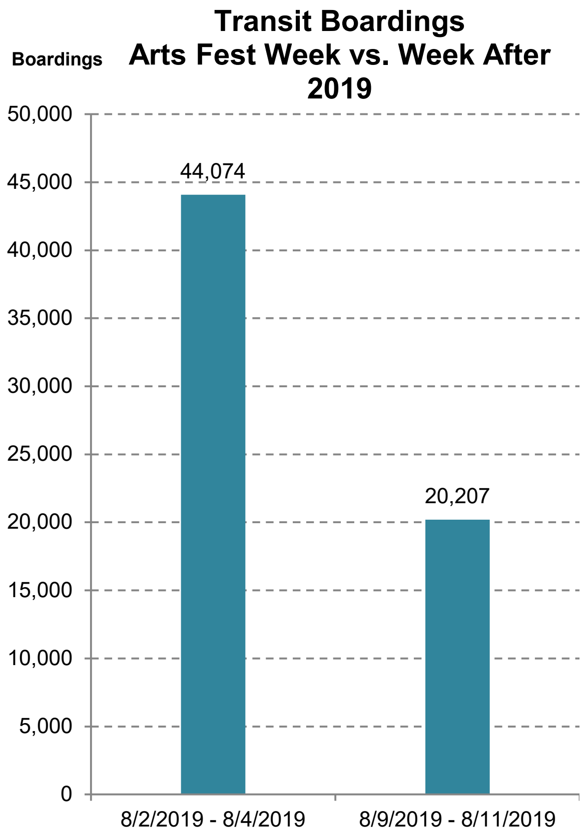
Event Services

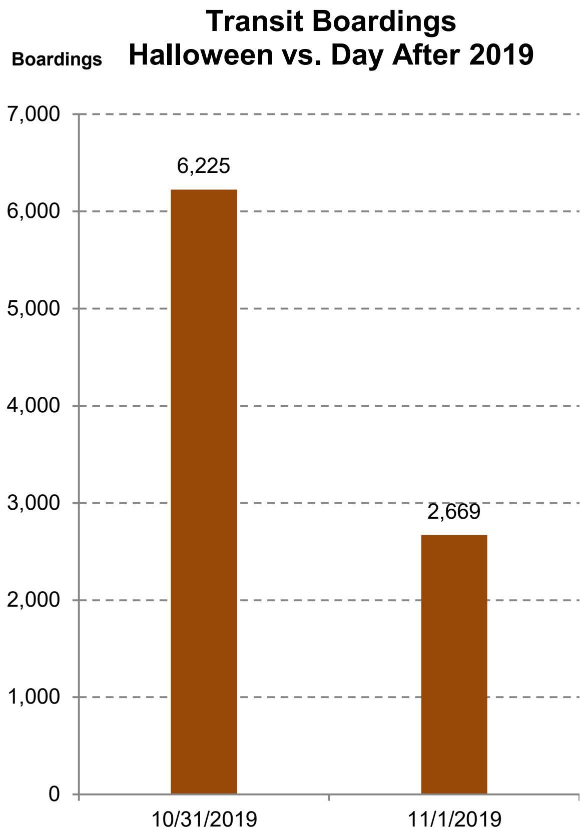


Source: Park City Municipal Corporation. As of 10/16/2020.

Transit Related Event Services

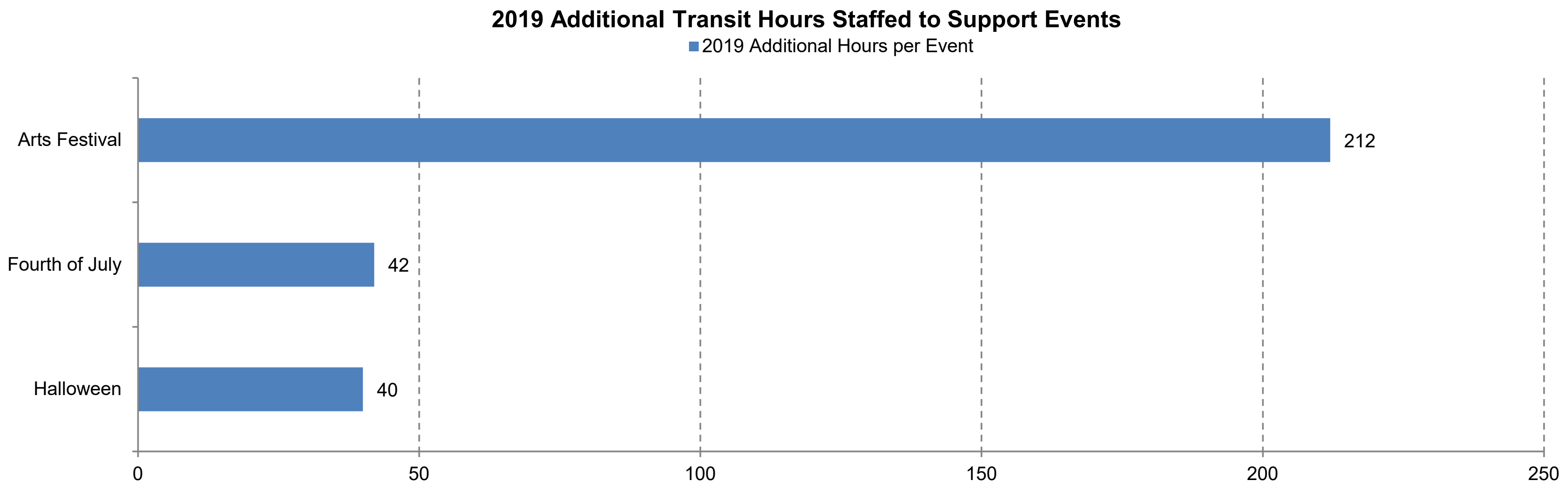






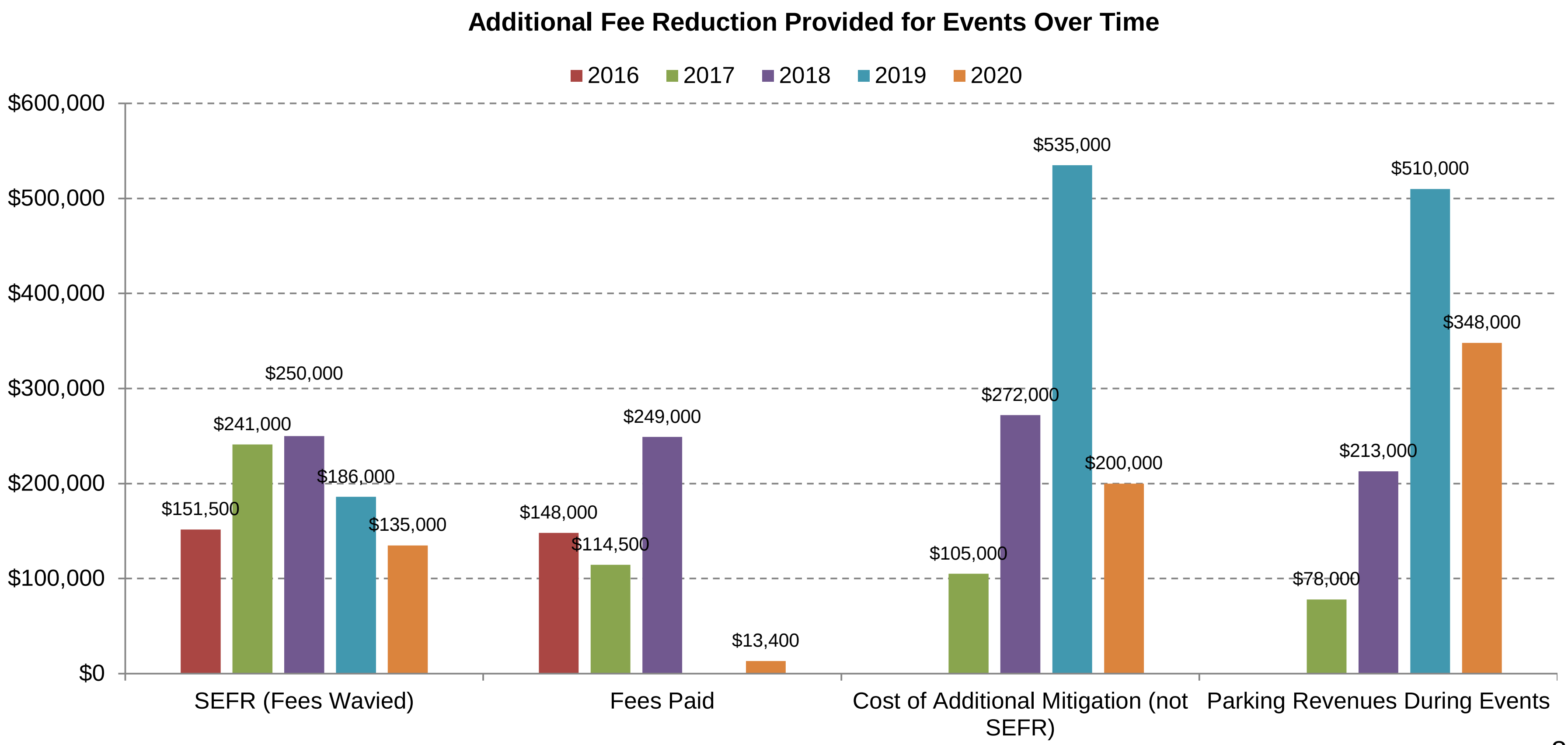
Source: Park City Municipal Corporation. As of 12/4/2020.

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.

Agenda Item No:

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

Subject:
Consideration to Approve the City Council Meeting Minutes from November 12 and 19, 2020

Suggested Action:

Attachments:
November 12, 2020 Minutes

November 19, 2020 Minutes

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

November 12, 2020

The Council of Park City, Summit County, Utah, met in open meeting on November 12, 2020, at 4:00 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.

Council Member Henney moved to close the meeting to discuss property, personnel, and litigation at 4:00 p.m. Council Member Doilney seconded the motion.

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

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 4:55 p.m. Council Member Worel seconded the motion.

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

WORK SESSION

Discuss Park City Cemetery:
Ken Fisher and Heather Todd presented this item. Todd reviewed the history of the Park City Cemetery and indicated there were only 13 burial plots remaining. She hoped to hire a landscape architect to implement a cemetery master plan. Some options for the cemetery would be to create a cremation garden as well as additional full casket burial plots.

Council Member Henney asked what happened to cemeteries when they ran out of land. Todd stated the cemetery would continue to offer opening and closing of plots that had been pre-purchased, until those were filled. Council Member Henney asked if cemeteries usually bought another site when they reached capacity. Todd indicated most municipalities in Summit County had cemeteries and there were no private cemeteries in the County as an alternative for residents. Council Member Henney thought it made sense to explore options for extending the life of the cemetery.

Council Member Doilney felt this was an opportunity to provide more cemetery access for the residents. The cremation garden was a good option, even though it wouldn't accommodate all burial wishes. Council Member Gerber favored moving forward with the master plan. Mayor Beerman favored the idea of having trails with rocks and other landmarks that people could buy to embed their ashes.

Council Member Worel noted sonar found unknown disturbances in Parcel B. Todd stated Chinese and other immigrant mine workers were buried in mass graves there and she hoped to install a memorial there for those individuals. Council Member Worel supported hiring a landscape architect for cemetery expansion.

The Council agreed to move forward with hiring a landscape architect.

Discuss Zero Waste:

Luke Cartin, Environmental Sustainability Manager, presented this item and updated Council on the following: Park City didn't win the World Wildlife Foundation Challenge; the City operation carbon calculator was being worked on and he would bring that back in a future work session; a climate action plan was being coordinated with other mountain town communities, and they were looking at ways to make climate action planning sharable between towns; there was an electrified transportation study in the works with Rocky Mountain Power; the City operations solar project was heard by the Public Service Committee and now it needed to be heard by the Utah Public Service Commission and a ruling made; and the Public Service Commission ruled on the rooftop solar settlement and clarification was needed on their determination. Mayor Beerman asked if the settlement would impact the City. Cartin stated the rate would affect solar for new construction after a date certain and it would affect the City if electricity was exported. It could affect smaller projects. Council Member Joyce asked if it affected affordable housing that had solar. Cartin indicated it could affect that.

Regarding zero waste, the goal was not to put waste in a landfill or burn it. He referred to the Summit County landfill and stated it had 35 years of life left with most waste coming from commercial entities. If waste was diverted, the lifespan could be extended another 35 years.

Cartin displayed statistics on the carbon footprint and recommended obtaining a waste characterization policy in order to determine what was put in the garbage that could be recycled from both commercial and residential areas. He noted many groups around town were already practicing zero waste in their businesses and events.

Cartin stated the current County waste contract was up in 2021 and he hoped the City could opt in and promote waste diversion. He gave some suggestions for reducing waste, including the approval of a waste reduction ordinance. He indicated an ordinance could work with businesses and suggested giving a two year period for businesses to reach compliance. Requirements could also be imposed on construction and demolition as well as special events. Other options included creating a waste district, recognition of the zero waste leaders in the community, aerobic composting, and anaerobic digestion. He presented a proposed timeline for implementing zero waste.

Council Member Joyce asked if instructions regarding what was recyclable and not could go out to all residences and businesses. Cartin stated a one-time outreach wouldn't work and he thought there needed to be consistent notices. Council Member Joyce asked if the construction waste could be addressed by increasing tipping fees. Cartin stated the landfills had different requirements and construction sites could send waste to a different landfill.

Council Member Henney asked how the City could take control of some waste while still letting the County maintain control of waste collection. He thought the current RFP was one way to support the County and get waste diversion. Mayor Beerman thought a letter to the County would be the first step and the option of creating a waste district might help address the City's needs. Council Member Henney stated the letter was a good first step. He asserted the City had very specific goals. He wanted support staff, support the County, and take bold action. He liked the proposed timeline and wanted to know which of the proposed options would get the most accomplished for the effort given. He thought the ordinance would have a good effect.

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 Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present via technology
None	Excused

Zero Waste Discussion (Continued from Work Session):

Cartin responded to Council Member Henney that the City should let the County Council know its intent. The community had a 2030 zero waste goal, and both Councils should look into the potential of creating a joint waste district and passing an ordinance.

Council Member Doilney stated the County was aware of the City's intention to be bold. It was time to move forward. Mayor Beerman asked if two Council members could meet with the County Council to stress the importance of waste diversion. Cartin thought that would be beneficial and would lead to a joint solution.

Council Member Gerber liked taking bold action and thought increasing service to residential areas would be good as well. She liked that special events were included in the zero waste proposals. Cartin stated he would work with the Special Events Department to determine requirements that could be included in the permitting process.

Mayor Beerman reviewed that Council favored the timeline and hoped to accelerate it as much as possible. Council Member Joyce requested that Cartin and the County implement the ideas that would be most effective. Council Members Henney and Gerber volunteered to meet with the County.

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Gerber stated many in the community were faced with lack of childcare and she requested the meeting be succinct so people listening could tend to their families.

Council Member Doilney stated the resorts were preparing for ski season. He asked that residents remain vigilant in wearing masks and social distancing.

Council Member Henney attended the Summit Land Conservancy Board Meeting and relayed that they had asked if the City could do anything about Treasure Hill forest health and reducing the potential fire hazard since it was so close to Old Town. Mayor Beerman stated there was potential for State funding. Matt Dias stated this project was in the works for next year.

Council Member Joyce agreed with Council Member Doilney on being vigilant in wearing masks. He also highlighted the contributions to nonprofits during the Live PC Give PC fundraising event.

Council Member Worel thanked Mayor Beerman for the Veteran's Day program and the Arts Council for the posters, and said it was well received. Mayor Beerman agreed that it was great to hear those veterans' stories.

Mayor Beerman commended Special Counsel Margaret Plane for being the Christine M. Durham Woman Lawyer of the Year. He also reiterated the need for masks and social distancing.

Staff Communications Reports:

1. Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2019

2. Amending the 2012 Quinn's Junction Partnership Annexation Master Planned Development (Development Agreement), Located at 4001 Kearns Boulevard:
Mayor Beerman asked if Council wanted to consider this item in a work session or send it to the Planning Commission for discussion. The Council favored discussing this item at a future meeting.

3. Winter Transportation Operations Update:

4. Urban Park Zone Update:

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

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

Jason Utgaard commented on zero waste and stated bars or other liquor licensees should be required to have a glass recycling service, as well as grocery stores and restaurants.

Rob Deyerberg read his eComment: “Regarding the new "immediate need" policy for the Park City Cemetery, the Council Minutes show no rational and justification for the change to "immediate need" policy..... With this in mind, this new "immediate need" policy needs to be revisited and either clearly be justified, or rescinded. The " good intent to provide burials when times were dire" does not include a defensible rational or recognize how it puts others in a disadvantage situation (resulting in a preferential treatment for some...). It would have been clearly fair, to have stayed with a "first come, first served" policy, as even for those in "immediate need," the number of available plots will soon be depleted to zero.”

Mary Closser, Recycle Utah, stated she was happy with the waste diversion discussion and with HOAs. There were so many people within HOAs that didn't know the recycling rules, and she hoped the gaps would be filled. She favored passing an ordinance.

Heather Currie, Recycle Utah, read her eComment: “I’d like to first share a summarization of what Andy Beerman said during Mountain Towns net zero 2030 summit: We are a small and powerful town. If we can’t achieve these climate goals, why on earth would we expect other towns to? It is our responsibility to lead the way.

Based on the results of the 2020 visioning and the fact that several resorts, restaurants and Green Businesses in town are demonstrating environmental leadership, it is safe to say that as a community, we collectively agree that hitting a zero waste target is an essential piece to achieving our aggressive climate goals. We also know that hitting a zero waste target is entirely possible. We know this because we see many cities that are already leading the way in the US. I’ll offer a short list of cities that have demonstrated success with a zero-waste target: Fort Collins / Austin / San Francisco / New York / Seattle / Los Angeles. This is great news – it means we don’t have to reinvent the wheel! We can learn from what has been working for others and determine what best serves our unique community.

Luke Cartin mentioned today that a waste district was advised in the 2018 Summit County Solid Waste Master Plan. This hasn’t yet been explored yet, and it might be something to explore sooner than later as we align our goals with the upcoming Summit County Residential Waste Contract. Per the Summit County Solid Waste Master Plan on waste districts: “Most of the landfills and solid waste collections in the state are managed and financed through an enterprise fund or a Solid Waste Special Service District. In our research, the best managed and most solvent systems were those operated and financed by a Solid Waste Special Service District, similar to the fire and recreation special districts already well-established in the County.” I am excited for Park City to explore this opportunity to develop a waste district in alignment with Summit County’s goals and recommendations. Sincerest thanks to Park City Council. Our entire team at Recycle Utah is eager to support Park City, Summit County and our overall community on this journey to zero waste.”

Mayor Beerman asked that Currie meet with Council Members Henney and Gerber prior to their meeting with the County to discuss this further.

Rob Deyerberg asked what the next steps would be to address his concern. Dias stated a landscape architect would help plan the cemetery to provide more spaces. Deyerberg stated that did not address the first come first served policy. Dias stated Council could give direction if they wanted to revisit that policy.

Julie Schultz, Deer Valley Sustainability, indicated Deer Valley had very innovative solutions for waste diversion. She said labeling was a big help in educating people on what was recyclable.

Jon Green read a letter by Joseph Saladyga, head chef at Savoury Kitchen: "Thank you for providing us this opportunity to comment on the Zero Waste Initiative. We appreciate your dedication to our city and your attention to this important issue. As a small, family-owned catering business based in the heart of Park City, Savoury Kitchen places great emphasis on sustainable and environmentally conscious business practices. We are a proud member of Recycle Utah's Green Business Program, having set goals and implemented measures to reduce our waste, conserve our resources and hopefully set an example for others. As you can imagine, we are strong supporters of the Zero Waste by 2030 Initiative. For several years now, Savoury Kitchen has been executing zero waste events for clients in and around Park City. Without informed guidance from our local environmental leaders and readily accessible resources provided by our city, this would not be possible for us. So once again, we thank you. That said, with most efforts of this kind, there is always more that can be done. We believe improved landfill diversions, residential and commercial recycling and composting ordinances and a localized waste district are some of those next steps. As you move forward with the council's important business, we ask that you keep these issues at the forefront of your discussions. We feel this initiative is a priority for the long-term health of our community and we hope you will provide the attention and resource investment necessary to achieve this important goal."

The following written comments were also submitted:

Laura Schaffer, POWDR: "I am writing on behalf of POWDR in support of our community achieving "Zero Waste by 2030." A commitment to protecting the environment is central to who POWDR is. POWDR is an adventure lifestyle company headquartered in Park City with destinations across North America, including ten mountain resorts, the Woodward youth experiences, Powderbird, Sun Country Tours and Outside TV. We are proud to have opened Woodward Park City in our community last year, introducing the first-of-its-kind, world-class, year-round playground for action sports. And we did so in a sustainable way that includes our ambition to return Woodward Park City to Gorgoza waste levels by 2025. To achieve this aggressive target, we recycled and repurposed on-site materials during construction, we use a food pulper and compost through Wild Harvest Farms, and the kitchen was built to allow the resort to offer no single-use plastics in the F&B operation. Each of POWDR's businesses is rooted in outdoor experiences, which makes protecting the environment through our corporate responsibility commitment to Play Forever a core value.

At POWDR we understand we have a responsibility to look after the sports we love and the communities we serve for generations to come. We do this by taking a balanced approach and offering experiences that enhance people's lives while operating our business in a responsible, enduring way. This comes to life through Play Forever, through which we take action to protect the environment and support our communities. As part of this commitment, our properties are working to improve their waste diversion, and community initiatives such as the Park City area's Zero Waste by 2030 initiative play a key role in achieving our climate goals."

Eric Moldenhauer, Recycle Utah: "I am writing to you, as I believe it is important for the Zero Waste initiative in Park City. As the Development Director at Recycle Utah, I get continual feedback from our community for their desire to have more options for proper recycling, trash removal and composting. There is great interest and need for more and improved services in Park City and Summit County which is fully supported by myself and Recycle Utah."

Carolyn Wawra, Recycle Utah: "I'm writing to express my support for a Zero Waste initiative in Park City. I strongly believe this is possible and something we can achieve. I was a part of the committee that worked on the Summit County Master Plan update in 2018 and think there are some really good components of this and it's a good guide to move forward together on. I realize that funding for these types of programs is difficult and would like to explore the potential of a Solid Waste Special Service District in our community. Recycle Utah will continue to support Park City and Summit County as we move forward to waste solutions."

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from October 23 and 29, 2020:

Council Member Gerber moved to approve the City Council meeting minutes from October 23 and 29, 2020. Council Member Joyce seconded the motion.

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

V) CONSENT AGENDA

1. Request to Approve a Mediation Service Provider Agreement to Mountain Mediation Center for a Two-Year Term in the Amount Not to Exceed $30,000, in a Form Approved by the City Attorney, Including an Option of an Additional Two-Year Term:

2. Request to Approve Deaccession of Gravity & Gear Artwork at the PC MARC from the Park City Public Art Collection:

Council Member Doilney gave a shout out to Mike Wong and the students who worked on this art project. Council Member Joyce thanked the MARC and the PAAB for their decision regarding this piece.

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

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

VI) OLD BUSINESS

1. CARES Act Funding Update:

Jonathan Weidenhamer, Economic Development Manager, and Mindy Finlinson, Finance Manager, presented this item. Weidenhamer reviewed the criteria for businesses to receive grants from the $2.2 million in CARES funds given to the City. He stated some of the points in the points system were increased or decreased as well as the definition of a small business being changed to one that had a maximum of 60 fulltime employees. There were 40 non-profits and 136 small businesses that applied for portions of the grant funds. The intention would be to review the applications and distribute the checks next Friday.

Council Member Worel thanked the businesses that applied, noting there was a great level of loss, and she was grateful that they had stayed open. She also thought they had been creative in finding ways that kept them open. Council Member Joyce updated Council on the meta decisions in the approval process. In giving grants, there were two models: to give a little money to many organizations, or to give bigger amounts to fewer organizations. After reviewing the applications, the trend seemed to be giving a lot of small grants and a few bigger grants. He noted two thirds of the funds were for for-profit organizations and one third of the funds were for nonprofits. There were some requests from nightly rental owners. Usually these units had negative impacts on the City, but a small hotel and boutique hotels had been impacted and he didn't know how to differentiate between the two.

Council Member Doilney thought Council Members Joyce and Worel did good to choose the little amount for many businesses. He liked the percentage of distribution for nonprofit to profit. He asked how big of a percentage of nightly rentals applied and were they single units or many from a property manager. Council Member Joyce stated 10%-15% of the total number of applications were nightly rentals and some seemed to ask for revenue recovery. There were some single units, some property management companies and some small hotels. Council Member Doilney stated a lot of the nightly rentals could rent to resort employees for the ski season and it could help the workforce. He recommended not giving priority to the nightly rentals. Council Member Gerber agreed and didn't want to fund people's investment properties. She wanted the money to go to small businesses that employed local residents. Mayor Beerman preferred giving to hotels because they employed the most staff, then to property management companies, and lastly to nightly rental owners in that order. Council Member Henney agreed with the other Council members regarding hotels and nightly rentals.

Council Member Worel stated the applicants were humble in explaining their hardship and had asked for modest amounts. Council Member Joyce indicated there were many businesses that were definitely hurting financially.

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

2. Consideration to Approve Ordinance 2020-47, an Ordinance Adopting an Adjusted Budget for FY 2021 for Park City Municipal Corporation:

Jed Briggs, Budget Manager, reiterated the good work that Mountainlands Associated Government (MAG), staff and Council did with the grants. He indicated a budget amendment was needed to show the CARES Act money that was given to the City. He reviewed the funding distribution and noted there was $193,138 remaining, of which$192,493 had proposed allocations. Frates reviewed those remaining funds would be spent on cleaning supplies, HVAC air filters, sanitizing stations, Council chambers virtual meeting upgrades, MS Office suite upgrades, expanded WIFI at the library, Police cleaning equipment and personal protective equipment (PPE), and variable messaging signs.

Erik Daenitz reviewed the updated sales tax figures for August. Council Member Henney felt positive about the sales tax and noted it beat the FY 2019 number in spite of having low lodging numbers. Council Member Gerber indicated the lodging numbers had been up and down, but rooms were booked at a higher rate for Thanksgiving this year than last year. Council Member Joyce stated the cancellation refunds had been relaxed and he cautioned that the numbers could be inflated. Council Member Doilney was grateful for the revenue so the City could continue doing its job.

Miller reviewed the City grants included in the budget adjustment were for Recreation-Ice, the Library, and the MARC. Frates also noted the City Manager considered other budget requests. The recommended adjustments were for Community Engagement advertising and special projects, Engineering Department for remodeling the office space and covering consulting costs, and increasing the Senior Finance Analyst to an E12 pay grade.

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

Council Member Worel stated expanding WIFI at the library was necessary and would be a great benefit to the community. Council Member Joyce thanked Budget for tracking the tax tracking. He requested to see the numbers once a month.

Mayor Beerman thought library fines and fees were still listed in the budget and he stated they should be removed. He also noted the RDA had its own budget and asked that it be tracked separately. Briggs stated they would separate that for FY 2022. Mayor Beerman stated he supported variable message signs (VMS) signs, but wanted them to be used, noting the portable ones were being used instead of the permanent ones.

Council Member Joyce moved to approve Ordinance 2020-47, an ordinance adopting an adjusted budget for FY 2021 for Park City Municipal Corporation. Council Member Worel seconded the motion.

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

VII) NEW BUSINESS

1. Consideration to Adopt Affordable Housing Guidelines and Standards for Park City, Utah, and to Repeal and Replace Resolution 03-2017 in its Entirety:
Jason Glidden and Rhoda Stauffer, Housing Department, presented this item. Glidden indicated the housing resolution would be a great tool in reaching the City's housing goal. He indicated the work going forward was to initiate a study to determine if the City could create additional affordable housing due to large single-family home construction. If that was not possible, he would look into lowering the size of a development that would trigger a master planned development with the associated housing requirement. A Housing advisory group was being organized to collect best practices and advise developers and the Council on ways to create more affordable housing. Also, the potential to allow affordable accessory dwelling units was being evaluated.

Glidden reviewed two changes to the housing resolution: removing the additional requirement for people with disabilities to be actively involved in the community as well as the waiver for work history if they qualified under the ADA regulations, and replacing unit occupancy minimum and maximum numbers to match the Building Code. He noted the additions that were included were changing the income limit from 100% area medium income (AMI) to 80% AMI, updating renter and buyer qualifications, clarifying the rental of deed restricted units long-term, increasing the housing requirement for multifamily residential development, placing a cap on deed restricting existing units, and updating the carbon footprint requirement.

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

Council Member Gerber liked the changes. She referred to Number Four on the list of ways to fulfill the AUE included outside the City limits, but within the Park City School District. She asked if the School District boundary had changed since 2015, and if so, those boundaries should be updated. She also suggested adding language that if the unit(s) was outside the City, it was required to be along the Transit line. Stauffer clarified the 2015 boundary was the defining boundary because of an agreement made with Wasatch County.

Council Member Henney referred to Line 286 of the resolution regarding the Council's critical priorities and indicated he would like to see it called the community critical priorities. He noted Line 452, complying with the Building code, and suggested language could be added about unit configuration. He referred to King's Crown as an example which had two beds/one bath and stated that was a problem for attainable units. On Line 571, HOA fees, he asked how many of the existing units met that HOA fee limit. Council Member Henney referred to Line 610, limits on rent charged for renting out a bedroom, and indicated there was a lot of language for a simple concept. Glidden explained the rent limits language and thought the rental shouldn't go on indefinitely. He stated he would look into HOA fees for all City projects.

Council Member Joyce noted Line 367 discussed existing units applying energy efficiency standards, and asked whether or not an appliance was not allowed in a unit if it wasn't energy star rated. Glidden stated the units were inspected and appliances would have to be updated if they didn't meet the code. Council Member Joyce referred to Line 439, minimum square footage standards for non-seasonal units. He asked if the City wanted non-seasonal units to be dorm style, and if so, where in the resolution would it be specified. Glidden supported leaving all options open including dorm style units, but he agreed the resolution needed to ensure the language was referred to in Section D in order to be consistent. Council Member Joyce stated Council talked about being part of the community and dorm style occupants were not about community. He opted to remove dorm style. Council Member Doilney wanted all options available and noted all projects would need to be approved by Council anyway. Council Member Joyce thought it would be harder to deny dorm style if it was listed as an option. Council Member Doilney agreed some developers might work the system, but he thought dorm occupants could be lively and vibrant community members.

Council Member Joyce noted Line 486, which stated seasonal lodge developments may be required to house qualified employments of the community at large, and asked what this line meant. Glidden stated that was not redlined and he didn't know the history behind it so he would delete that sentence. Council Member Joyce referred to Line 503, which said development is encouraged to meet net zero performance energy requirements. He requested “encouraged” be changed to “required.” On Line 571, Council Member Joyce struggled with the percentage allowed for HOA fees. He felt if fee limits were required, inflation would diminish the HOA's ability to pay for maintenance. He didn't know if the percentage formula would work. Glidden thought language could be added for units that were all affordable versus mixed-use units. Council Member Joyce thought this item would disincentivize developers. Mayor Beerman felt this section should be more nuanced, and HOA dues widely differed depending on things they covered. He thought a broad approach might be difficult. Council Member Joyce felt huge improvements had been made, but this section needed to be refined. It was determined to eliminate Section Nine-H from the resolution.

Council Member Joyce moved to adopt Resolution 25-2020, a resolution adopting Affordable Housing Guidelines and Standards for Park City, Utah, and to repeal and replace Resolution 03-2017 in its entirety, with the above mentioned amendments and eliminate Section 9(H). Council Member Worel seconded the motion.

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

VIII) 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

November 19, 2020

The Council of Park City, Summit County, Utah, met in open meeting on November 19, 2020, at 5:30 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.

Council Member Henney moved to close the meeting to discuss property and litigation at 5:30 p.m. Council Member Doilney seconded the motion.

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

CLOSED SESSION

Council Member Henney moved to adjourn from Closed Meeting at 6:00 p.m. Council Member Gerber seconded the motion.

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

Teresa Eggertsen Cooke performed on the piano via Zoom prior to the Council meeting.

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 Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney	Present via technology

Michelle Kellogg, City Recorder	
None	Excused

II) APPOINTMENT

1. Consideration to Appoint Nann Council Member Worel as a Non-Voting Liaison to Mountain Mediation Center Board:

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

Council Member Gerber moved to appoint Nann Worel as a non-voting liaison to Mountain Mediation Center Board. Council Member Joyce seconded the motion.

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

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:
Council Member Doilney attended a COVID-19 Zoom meeting and the epidemiologist stated people who had COVID-19 weren't necessarily immune from getting it again. He asked that the community work together to ensure a good winter.

Council Member Henney attended a Summit Land Conservancy meeting and indicated they were getting phone calls from people requesting conservation easements on their properties. He announced Katie Wright was leaving the Community Foundation and praised her work there for the past 13 years. He also indicated there would be a Coffee with Council Tuesday on mindfulness and kindness.

Council Member Worel wished everyone a happy Thanksgiving and thanked the community for stepping up and wearing masks, and limiting social gatherings.

Council Member Joyce stated he had worked on the CARES funding grants this week and checks would be distributed tomorrow.

Council Member Gerber attended the Recycle Utah board meeting and indicated cardboard donations were up, noting that saved a lot of space in the landfill. Recycle Utah requested that residents spread out taking cardboard to the center so they wouldn't be bombarded over the holidays.

Mayor Beerman attended a two day summit with the Central Wasatch Commission (CWC). He stated he had been on the board for eight years and was ready to hand that position off. He asked Council Member Doilney to be the next CWC commissioner. Mayor Beerman and Council Member Worel participated in a Community Foundation Cohort training and he noted the facilitator was excellent. Council Member Worel agreed and stated she looked forward to working with the other participants. Mayor Beerman also met with the Olympics Board and he was co-chair of the Host Venues Community Committee, which oversees the five communities involved in the Olympics. They were laying the groundwork to bid on the Olympics in 2030 or 2034. He stated the Utah League of Cities and Towns (ULCT) announced there were many bills coming forward in the Legislative session this winter. He also noted this year the community had to throw out tradition and hopefully those traditions would return soon. He asked the residents to be careful this Thanksgiving and limit gatherings to household celebrations, and indicated there were many things to be thankful for.

Council Member Henney asked how big of a role the ULCT and Legislature had in the $2.9 million in CARES Act funding allocation. Mayor Beerman stated he and the mayor of Moab approached ULCT and discussed that some cities had been impacted more than others. ULCT researched the economic impact of COVID by city and worked out a formula for the funding distribution. The last tranche of money was allocated to the seven hardest hit communities. Park City was the hardest hit community in the State. Council Member Henney noted the money the City paid for the ULCT membership was a real benefit.

Staff Communications Reports:

1. Soils Repository Project Update:

2. Winter Sportexe Field Operations Update:

3. Impact Fee Study:

4. Park City Vision 2020 Update:

5. Arts and Culture District Update:
Council Member Joyce asked if there would be a special Council meeting on December 15th to discuss this further. The Council members agreed to meet on that date.

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.

Charlie Sturgis via Zoom reviewed the history of Mountain Trails Foundation and Summit Land Conservancy. He appreciated everyone's efforts to make these nonprofits work. He reported that Mountain Trails and Summit Land had found new office spaces and thanked the City for letting them use the City facilities for so long.

Shelley Gillwald via Zoom expressed appreciation to the Recreation Department for making outdoor sports possible this winter. She also thanked the Mayor and Council for the CARES grant award and stated it would keep them whole this year.

Myles Rademan via Zoom congratulated Leadership Class 26 for graduating. He also stated the application period was now open for Class 27. Mayor Beerman thought the Class project on Kindness was great and very appropriate.

Elias Ulvi was inaudible via Zoom. He submitted the following comment: “I wanted to thank the city parks staff, Jess Moran and others to adapt the winter planning to include clearing the fields for outdoor soccer training. We have had to redefine health and safety during this time and part of it is filling the social and athletic voids for children. This allows us to do so in a safe and rewarding manner.”

Mayor Beerman closed the public input portion of the meeting.

V) CONSENT AGENDA

1. Request to Adopt Resolution 26-2020, a Resolution Declaring November 28, 2020, as “Small Business Saturday” in Park City, Utah:

2. Request to Approve the Mountain Trails Foundation (MTF) Donation Application for Funding Associated with the Construction of the Treasure Hill Trail, Located on the Treasure Hill Open Space:
Council Member Henney stated getting that donation would connect and improve some of the existing trails. He thought it was a great amenity. Mayor Beerman stated this donation was from a group of second homeowners who were bikers.

3. Request to Authorize the City Manager to Execute Contract Addendum No. 1 to the Professional Services Agreement with Ward Engineering Group for the Rossie Hill Drive Reconstruction Project, in a Form Approved by the City Attorney, in an Amount Not to Exceed $91,185.29:

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

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

VI) OLD BUSINESS

1. Park City Municipal CARES Grant Funding Update:
Jonathan Weidenhamer, Economic Development Manager, reviewed that the Council delegated their authority to determine the funding distribution to Council Members Joyce and Worel. There were 35 nonprofits and 125 for profits that received grants. Mountainland Association of Governments (MAG) did a technical scoring and Council Members Joyce and Worel scored on the City's critical priorities. Those scores were compared and the awards were released on the City website tonight. He thanked all who worked to make the grants happen.

Council Member Worel stated it was quite a process, but everyone worked together to make it happen. She read every application and the stories of businesses that were trying to hang on were heartbreaking. Council Member Joyce hoped that this funding could bridge the gap until the winter ski season arrived.

Council Member Gerber thanked Council Members Worel and Joyce and staff for their work. Council Member Doilney stated the messaging from the Chamber was "we are all in this together." He felt that it was hard on everyone in different ways. Council Member Henney stated it was tough telling folks in the community that the City couldn't help. He thought these were significant and meaningful grants and he attributed them to the work done to bring the funds into the community.

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

Mayor Beerman shared Council Member Henney's frustration that the City couldn't help businesses sooner, but they had loosened regulations and did their best to help the businesses in other ways. Usually nobody felt sorry for Park City, but the economic impact was huge, at a 40% hit. Grants like this made the difference in staying open or shutting. He urged businesses to hang on.

2. Consideration to Approve Ordinance 2020-39, an Ordinance Approving a New Zoning District to be Known as Land Management Code Chapter 15-2.26, Urban Park District, and a Zoning Map Amendment to Re-Zone Rotary Park; Creekside Park; Prospector Park; City Park; and the North and South Parcels of the

Municipal Golf Course from Recreation and Open Space to Urban Park District Zoning:
Tate Shaw, Assistant Recreation Manager and Recreation Advisory Board (RAB) liaison, with Eric Hoffman, Jane Campbell, and Ed Parigian, presented this item. Shaw reviewed RAB was tasked to come up with a conservation protocol for parks. The board created a Parks Preservation Plan which would restrict what could be done on these parcels in the future. The goal was to allow for trends in recreation while keeping parks for future generations. Changes to the land could only be made with five public meetings over a three-month period, an affirmative vote of four out of five Council members and also a voter referendum with 60% or more voting in favor of the land use change.

Shaw noted this new urban park zone aligned with the General Plan and code. He reviewed the changes made to the proposed ordinance from the Council discussion in August, including the elimination of “Childcare Center” from the Conditional Uses section of the ordinance. He indicated the anemometers and anemometer towers were still included, but that language was moved from Administrative Conditional Use to a Conditional Use Permit requiring Planning Commission approval, and the towers must fall within the zone height restrictions. Shaw stated staff discussed utility encroachments and added language requiring a Conditional Use Permit and approval by the Planning Commission for future infrastructure. He noted the Parks Master Plan would affect the City's ability to clean up encroachments.

Council Member Worel thanked RAB and indicated so much work had been done for the future of the City. She asked if the zone carved out the MaWhinney lot and the lot next to it for the proposed senior center, to which Shaw affirmed. Council Member Worel asked if Sullivan Road was included. Ananth stated the parcel was included but the right-of-way was not.

Mayor Beerman opened the public hearing.

Lisa Plane via Zoom asked why the slackline park was carved out on the map and if the senior center project that was proposed for that area was still under consideration. Ananth stated she didn't know the latest update on the senior center, but the land was carved out for that purpose. Shaw thought that parcel was not zoned as Recreation Open Space. Council Member Joyce stated when land was put into this new zone, the City needed to make sure nothing else would ever go on that spot.

Ed Parigian via Zoom stated having the parks in this zone was a great move by the City. He could see people moving into town and he realized outdoor spaces were critical.

Mayor Beerman closed the public hearing.

Council Member Henney thought RAB struck the right balance between preservation and not actually removing options from the community.

Mayor Beerman asked how aerial transportation infrastructure over this zone would work. Ananth stated those transportation structures would be considered essential and would be allowed. Mayor Beerman asked if it should be specified in the ordinance to save debates in the future. Ananth suggested adding aerial related transportation facilities as a conditional use. Council Member Gerber cautioned about using the word aerial, but approved of including "transit infrastructure." Council Member Joyce stated the reason for the zone was to protect the parks. Aerial towers were okay, but building a mid-station at the park would foil the purpose of the zone. He suggested allowing aerial towers as a conditional use, but nothing beyond that.

Council Member Gerber was grateful that the City would be using this approach to protect the land, but being flexible should the community need it in the future. Council Member Doilney supported the new zone and the way the process to change it was set up. Council Member Worel agreed.

Council Member Joyce moved to approve Ordinance 2020-39, an ordinance approving a new zoning district to be known as Land Management Code Chapter 15-2.26, Urban Park District, and a Zoning Map Amendment to Re-Zone Rotary Park; Creekside Park; Prospector Park; City Park; and the North and South Parcels of the Municipal Golf Course from Recreation and Open Space to Urban Park District Zoning with no amendments. Council Member Doilney seconded the motion.

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

3. Consideration to Approve: 1) an Update to Park City's Affordable Housing Goals; 2) an Addendum to the 2020 Housing Assessment and Plan; and 3) the 2020 Moderate Income Housing Report:
Rhoda Stauffer, Affordable Housing Coordinator, presented this item and indicated the City had been working on affordable housing long before it became a State mandate. She noted there were some discrepancies in the numbers because the 84098 zip code was included in the State statistics for this area. There was also a discrepancy with the number of people commuting to the City for work.

Stauffer reviewed the goals for 2020, including 53 units and approximately $800,000 in fees-in-lieu of units, bond financing for rental housing was ready to be utilized for future affordable projects, the code was amended to incentivize affordable housing projects, and a Transportation Master Plan was initiated. The 2021 goals were to continue with City-funded construction, amending the LMC to further incentivize affordable housing development, investigating the feasibility of utilizing housing software to manage applications, and aligning Affordable Housing plans with the Transportation Master Plan.

Council Member Gerber thought it was strange to approve statistics that did not reflect what was going on in the community. She asked how it would affect the City when applying for State and/or Federal funding when the statistics showed there was no need. Glidden stated the report had to be approved and submitted, but staff would continue to push back to change the State's configurations.

Council Member Worel stated she was part of a webinar for people with Autism who were over 21 years old and housing was a big part of the discussion. She knew there was a housing need for those in the 30% AMI bracket.

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

Council Member Gerber asked if Council could approve the report, but note the figures were not accurate for the record. Harrington stated the City's plan was stricter than the State requirement and he was not worried, especially since the public input was not diminished.

Council Member Henney moved to approve 1) an update to Park City's Affordable Housing Goals; 2) an addendum to the 2020 Housing Assessment and Plan; and 3) the 2020 Moderate Income Housing Report. Council Member Worel seconded the motion.

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

4. Consideration to Continue an Ordinance Enacting Land Management Code Section 15-3-5 to Outline Limited Circumstances and a Process for Applicants to Apply to the Planning Commission and Council to Build a Private Driveway over Platted, Un-Built Rights-of-Way:

Rebecca Ward, Land Use Planner, indicated this was a replacement code for the code the Council repealed earlier this year. The proposed code would separate the process for approval for the driveways and the rights-of-way. It was being continued so the Planning Commission could add additional language.

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

Council Member Worel moved to continue an ordinance enacting Land Management Code Section 15-3-5 to outline limited circumstances and a process for applicants to apply to the planning commission and council to build a private driveway over platted, un-built rights-of-way to a date uncertain. Council Member Doilney seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN
AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VII) NEW BUSINESS

1. Consideration to Approve Ordinance 2020-48, Amending Land Management Code Chapter 15-3, Parking, Sections 15-15-1, Definitions, and 15-15-2, List of Defined Terms, and Enacting Land Management Code Section 15-3-11, Electric Vehicle Charging Stations, to Establish Electric Vehicle Charging Station Infrastructure and Installation Requirements for Multi-Unit Dwellings and Non-Residential Development:
Rebecca Ward, Land Use Planner, stated the code changes were made to help with the City's net zero goals. She referred to the staff report exhibit which explained the funding for electric vehicle (EV) charging stations. She noted the code allowed for Level Two or Level Three charging stations within the City limits. She stated once the initial infrastructure was constructed, it could be expanded at a later date. Signs would be uniform and they would identify charging locations.

Council Member Gerber asked if the ordinance went far enough, and gave the example of California having the requirement of all non-emission new vehicle sales by 2035. Ward stated the baseline for required EV charging stations in parking spaces was 10%, but the Planning Commission increased it to 20% for the first 100 parking spaces and 5% of parking after that initial 100. They felt having the conduit in place would facilitate the expansion of additional charging stations in the future.

Council Member Worel stated in 2019 the goal was to install 100 charging stations, and asked why only 47 had been installed to date. Ward knew there were plans in place to reach that goal, but she didn't have the timeline. Mayor Beerman indicated it took significant upgrades, including transformer upgrades in order to install the Level Two stations.

Council Member Doilney thought it wouldn't be long until the majority of people would want the Level Three charging stations, and asked if incentives could be given for installing the infrastructure that would include the additional capacity. Council Member Henney thought the free market would fill in when the demand was great enough. He was happy with the ordinance and thought it addressed issues in the near term.

Council Member Joyce thought the City should work with Rocky Mountain Power so it wouldn’t take a year to get these installed.

Mayor Beerman agreed with Council Member Henney and thought the charging stations would replace gas stations in the future. He thought the EV hookups should be required in dwellings instead of encouraged in dwellings. Ward stated the Planning Commission discussed that, but in some instances that installation might require additional ventilation requirements, which could have more impact. They decided a Level One was recommended for homes because cars were parked at home overnight. Mayor Beerman stated a Level One station would take a car three days to charge for 300 miles.

Ward stated Celia Peterson responded to the question on the number of charging stations goal. The numbers in the staff report specified stations on City property, but throughout town there had been 100 installations on public and private property.

Mayor Beerman asked if the language should say “require” instead of “encourage” for Level Two charging stations in garages. Council Member Henney stated he favored changing that language if it would only cost a few hundred dollars to install conduit. Ward indicated the trend was that home values increased when Level Two stations were installed and having the stations in new development were more common. She stated a requirement would be part of the building permit phase of construction and the Building Department would make sure everything was in place for future installation in new construction. Council Member Doilney favored replacing “encourage” with “require.”

Council Member Joyce stated the charging stations were power suckers and in some cases there would be a need for a bigger circuit breaker and some homeowners would not have sufficient infrastructure. Council Member Henney didn't want people to upgrade their entire electrical system, but if it was a minimal investment, he was in favor. Ward clarified the EV ready definition. The power capacity would be done at the design phase of construction, and the dedicated circuit would be at the capacity to install the Level Two charging station at the time the home was built. Council Member Joyce asked if this would apply to affordable housing. Ward stated affordable housing was under the net zero requirements and the conduit would be required.

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

Council Member Gerber moved to approve Ordinance 2020-48, amending Land Management Code Chapter 15-3, Parking, Sections 15-15-1, Definitions, and 15-15-2, List of Defined Terms, and enacting Land Management Code Section 15-3-11, Electric Vehicle Charging Stations, to establish electric vehicle charging station infrastructure and installation requirements for multi-unit dwellings and non-residential development, with the amendment that “require” replace “encourage” under Analysis Item Two. Council Member Doilney seconded the motion.

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

2. Consideration to Approve Ordinance 2020-49, an Ordinance Approving the 1117 Park Avenue Plat Amendment Located at 1117 Park Avenue, Park City, Utah:

Caitlyn Barhorst, Planner, stated the plat was being amended because the owner wanted to clean up the lot lines.

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

Council Member Henney moved to approve Ordinance 2020-49, an ordinance approving the 1117 Park Avenue Plat Amendment located at 1117 Park Avenue, Park City, Utah. Council Member Worel seconded the motion.

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

3. Consideration to Approve Ordinance 2020-50, an Ordinance Approving the 331 McHenry Avenue Subdivision - First Amended Located at 327 McHenry Avenue, Park City, Utah:

Caitlyn Barhorst, Planner, with Jerry Fiat, was present for this item. Barhorst indicated the plat amendment would combine two lots. Staff added a condition of approval (COA) to allow only one access to McHenry Avenue. She stated the maximum square footage of the dwelling would be smaller with the combined lots than if a dwelling was built on each individual lot.

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

Council Member Worel asked if Lot C would have access onto Ontario Avenue if the lots weren't combined, to which Barhorst responded in the affirmative. Council Member Worel asked what the maximum square footage of each lot separately would be. Barhorst stated maximum square footage on each lot was 1,518.80.

Council Member Doilney moved to approve Ordinance 2020-50, an ordinance approving the 331 McHenry Avenue Subdivision - First Amended Located at 327 McHenry Avenue, Park City, Utah. Council Member Joyce seconded the motion.

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

4. Consideration to Approve Resolution 27-2020, a Resolution Authorizing Park City Sustainability Department to File an Application for the Evaluation and Possible Use of Utah Department of Transportation Surplus Property:
Heinrich Deters, Trails and Open Space Manager, presented this item and indicated these parcels abutted the Gordo parcels. If the resolution was approved, UDOT would consider gifting or selling the parcels to the City.

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

Council Member Gerber moved to approve Resolution 27-2020, a resolution authorizing Park City Sustainability Department to file an application for the evaluation and possible use of Utah Department of Transportation surplus property. Council Member Joyce seconded the motion.

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

5. Consideration to Grant an Access Easement across City-Owned Property to the Snyderville Basin Water Reclamation District (SBWRD) to Access a Sewer Trunk Line Located near Richardson Flat Road:
Heinrich Deters stated SBWRD installed a trunk line down the Rail Trail in the 1980s and received an access easement in 1985. The access easement now needed to be relocated because the construction of the Quinn's Water Treatment Plant had made the access easement inaccessible.

Council Member Joyce asked if the old easement and pipes would be eliminated, to which Deters affirmed.

Council Member Henney asked if there was a sewer manhole in the pond. Deters stated that was a main trunk line and those could be found in many places.

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

Council Member Henney moved to grant an access easement across City-owned property to the Snyderville Basin Water Reclamation District (SBWRD) to access a sewer trunk line located near Richardson Flat Road. Council Member Worel seconded the motion.

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

6.Consideration to Authorize Staff to Execute an Encroachment Agreement between Park City Municipal Corporation and Old Town Lands, LLC, for a Portion of Shared Drive Encroaching on PCMC Parcel PC-364-A-X, in a Form Approved by the City Attorney and City Engineer:

Corey Legge, Deputy City Engineer, stated the 802 Empire Avenue Subdivision Plat Amendment and Conditional Use Permit had previously been approved. The Conditions of Approval included the approval of an encroachment agreement pertaining to a shared driveway within the public right-of-way and a portion of a parcel owned by the City.

Council Member Joyce was concerned this item was being approved when Old Business Item Four was continued. Harrington stated this application was submitted prior to the code amendments so the amendments would not apply to this property. He noted this agreement was recommended by Engineering because they wanted this particular access from the property.

Mayor Beerman opened the meeting for public input.

Ed Parigian via Zoom didn't think the City should give away land. This property would be built for resale and he didn't agree with the City enabling the building of second homes. The City should keep all the land it could.

Council Member Joyce agreed land shouldn't be given up for development. In this case the developer had a way to build a driveway on Crescent Tram, which was a dangerous road. The City was trying to make it safer for all involved.

Jeremy Whitesides, Muse PC, via Zoom didn't understand what was going on with that property on Crescent Tram. Council Member Joyce explained the request for the encroachment agreement with the City. With the agreement, the resident could access off of Empire Avenue, which was a safer street.

Mayor Beerman closed the public input portion of the meeting.

Council Member Worel asked if the owner could be required to enter the street face first. Legge explained that the developer had to show they could pull out to Empire Avenue face first. Council Member Gerber stated the enforcement of that requirement would be difficult, especially if the unit was a nightly rental or a second home. Legge stated they verified that entering the street face first was possible if drivers chose, but it was not expected that police would enforce it.

Harrington stated the legal description needed to include all of the right-of-way and the adjacent parcel, not just the side parcel.

Council Member Joyce moved to authorize staff to execute an encroachment agreement between Park City Municipal Corporation and Old Town Lands, LLC, for a portion of shared drive encroaching on PCMC Parcel PC-364-A-X, in a form approved by the City Attorney and City Engineer. Council Member Gerber seconded the motion.

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

7. Consideration to Approve Ordinance 2020-51, an Ordinance Approving the First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer Crest Roosevelt Gap Residences Condominium Project, Deer Crest Roosevelt Gap Condo Suites Condominium Project Condominium Plat at 2300 Deer Valley Drive East, Park City, Utah:

Alex Ananth, Senior Planner, with the applicant's attorney, Tom Bennett, presented this item. Ananth stated this development was built in phases. The request was to change a building to accommodate an additional affordable housing unit. It was an interior change only.

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

Council Member Worel asked if there was a minimum square footage for affordable housing units. Ananth stated the minimum was 200 square feet for micro units and 400 square feet for a studio. Council Member Joyce stated the bus driver housing units were 300 square feet. Council Member Henney asked if there were standards for an affordable unit layout because he felt the layout should meet a standard. Ananth stated this would go to the Building Department for approval.

Council Member Gerber thought this needed a design review. Council Member Joyce agreed, but thought Council should be careful about it. He thought Glidden was cleaning up language on the affordable side. Council Member Doilney stated the design review process could delay the approval process. Council Member Henney stated developers tried to cut corners to minimize their loss when they built affordable housing. For this reason, standards needed to be set. Council Member Gerber agreed and indicated a design review would make the space livable.

Council Member Worel asked if there were ADA requirements. Council Member Doilney thought there should be a conversation about size. Council Member Gerber stated this was on Glidden's radar and a group was being compiled to discuss best practices for affordable housing.

Council Member Doilney moved to approve Ordinance 2020-51, an ordinance approving the First Amended and Restated Deer Crest Roosevelt Gap Resort, Deer

Crest Roosevelt Gap Residences Condominium Project, Deer Crest Roosevelt Gap Condo Suites Condominium Project Condominium Plat at 2300 Deer Valley Drive East, Park City, Utah. Council Member Joyce seconded the motion.

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

Harrington stated the place to discuss affordable housing layouts was when the Affordable Housing Plan was presented. Mayor Beerman requested working this into a future housing discussion.

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Jason Christensen
Submitting Department: Public Utilities
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Execute Addendum No. 1 with Mountainlands Supply, LLC in a Form Approved by the City Attorney for an Additional $80,589.00 and a New Total Not to Exceed $362,100.00; and to Authorize the City Manager to Execute an Addition of Hidden Revenue Locator and Acoustic Monitoring to Advanced Metering Infrastructure (AMI) Agreement with Sensus Inc. in a Form Approved by the City Attorney

Suggested Action:

Attachments:
Mountainlands Addendum Staff Report

Exhibit A: Mountainlands First Addendum

Exhibit B: Sensus Additions to AMI Agreement

City Council Staff Report

Subject:	**Mountainlands Metering Infrastructure, Addendum No.1**
Author:	**Jason Christensen, Water Resources Manager**
Department:	**Public Utilities**
Date:	**December 10, 2020**
Type of Item:	**Administrative**

Recommendation

Authorize the City Manager to:

1. Execute Addendum No. 1 with Mountainlands Supply, LLC, in a form approved by the City Attorney, for an additional $80,589.00 dollars, and a total not to exceed $362,100.00
2. Execute a Hidden Revenue Locator and Acoustic Monitoring to Advanced Metering Infrastructure (AMI) Agreement with Sensus Inc., in a form approved by the City Attorney.

Background

- The City has adopted a goal of reducing water loss 33% by the year 2030. This Addendum will help accomplish that goal by decreasing the volume of water lost to under measuring meters and by enhancing leak detection capabilities.
- The City will benefit from using big data (Hourly water meter reads, weather variability, and relative performance and consumption comparisons) to identify underperforming water meters.
- These two systems will increase the return on investment for existing asset replacement dollars.
- Staff identified a plan to pursue a big data meter solution in our Water Conservation Plan, adopted by City Council on October 13, 2020.
- Staff published a Request for Proposals for an Advanced Analytics on Hourly Data to Identify Underperforming meters. We received 4 submittals, and selected a software solution provided by Mountainlands Supply and Sensus called Hidden Revenue Locator.
- Staff reached out to an existing Hidden Revenue Locator customer, Galveston Texas, and was pleased with their experience. Hidden Revenue Locactor is part of their water loss reduction tool kit, and was not hindered by the City's large seasonal housing stock.
- We have an existing contract and relationship with Mountainlands Supply and Sensus as the provider of our remote meter reading system. This relationship takes the form of a contract with Mountainlands Supply, LLC and a contract with Sensus, Inc. (pg. 175).
- Mountainlands Supply is the exclusive distributor of Sensus products, and the City pays Mountainlands Supply directly. The contract with Sensus governs the terms of the Software as a Service created by Sensus and standards for support. There is no money paid to Sensus under this contract, and this addendum does not change this.
- The proposed change order would provide the City with access to Hidden Revenue Locator for 5 years at an average cost of $10,000 per year. It would

also give the City the option to purchase up to $10,000 in performance reporting to evaluate the success of the meter replacements.

- The City may also benefit from using acoustic listening devices that listen for noise indicating leaks in the distribution network and send alerts over our remote meter reading system. Such devices could assist the City in its goal of reducing additional water loss.
- Staff is deploying a test network of leak listening devices in two metered areas. This test network can be done without supporting software called Acoustic Monitoring, but if this effort is sucesseful it will grow and require Acoustic Monitoring software.
- The sole source Software is only available from Mountainlands and Sensus as it uses Sensus's proprietary remote meter reading network to transmit data.
- The current change order provides the option to purchase supporting software at $4,117.65 per year for up to 5 years.

Funding

- This change order will be funded by water user fees, specifically the energy surcharge collected to increase the energy efficiency of the water system. These projects accomplish that goal by reducing the inefficiency of water loss.

Attachments

A Mountainlands First Addendum

B Sensus Additions to AMI Agreement

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This FIRST ADDENDUM is made and entered into in duplicate this _____ day of ________________, 20___, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and MountainLand Supply LLC, a Utah limited liability company, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 28th, 2017.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 28th, 2017, (hereinafter "Original Agreement");

WHEREAS, this Original Agreement secures a Software as a Service platform call Sensus Analytics;

WHEREAS, Sensus Analytics provides for optional additional applications that can be added to Sensus Analytics;

WHEREAS, City published a request for proposals for software to identify underperforming meters and selected Service Providers proposal to add Hidden Revenue Locator to Sensus Analytics;

WHEREAS, the City also desires the option to purchase an additional application on Sensus Analytics called Acoustic Monitoring that would support acoustic leak detection leveraging our existing purchase of a Sensus Advanced Metering Infrastructure;

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

a. **EXTENSION OF TERM**. The term of the Original Agreement shall be extended to a termination date of June 30, 2026.

b. **SCOPE OF SERVICE**. The Scope of Services shall be amended as follows: The following language shall be deleted:

"The fee for the Project shall not exceed One Hundred Twenty One Thousand, Five Hundred Eleven Dollars ($121,511.00) in **2017**; and shall not exceed Forty Thousand Dollars ($40,000) in **2018**, in **2019**, in **2020**, and in **2021**."

The following language shall be modified:

The total fee for the Project shall be increased Eighty Thousand Five Hundred and Eighty Nine Dollars (80,589.00) for a new total fee for the Project not to exceed **Three Hundred Sixty Two Thousand One Hundred Dollars ($362,100.00)**.

The following Exhibits shall be added to the Original Agreement:
Exhibit A Scope Part 3
Exhibit B Optional Work

2. OTHER TERMS.
All other terms and conditions of the Original Agreement shall continue to apply.

3. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 13 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

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

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

____
MATT DIAS, City Manager

Attest:

____

City Recorder’s Office

Approved as to form:

____
City Attorney’s Office

SERVICE PROVIDER:
Mountainland Supply, LLC, A Utah limited liability company
184 West 3300 South
Salt Lake City, UT, 84115
Tax ID#: 87-0275755
PC Business License #:B-015650

____
Printed Name

____
Signature

____
Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__, before me, the undersigned notary, personally appeared_____________________________, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _________________________ *(title)* for ______________________________, a ______________________________________.

____
Notary Public

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

Printed name ____

Signature: ____

Exhibit A Scope Part 3

Hidden Revenue Locator

Provide access to Hidden Revenue Locator as an additional application in Park City's existing Sensus Analytics platform.

Hidden Revenue Locator assists the City in meeting its water loss goals by identifying potentially underperforming meters to allow the City to schedule those for replacement.

Park City may cancel this service at any point. No refund will be provided, and no further payments for this service will be required.

The payment in 2021 will be due upon the City having access to a fully functional deployment of Hidden Revenue Locator, and within 30 days of invoicing by Service Provider. The City shall be invoiced annually on the anniversary of that date through the term of the agreement. The last invoice shall be prorated by the number of months remaining in the agreement term.

Billed in 2021	Billed in 2022	Billed in 2023	Billed in 2024	Billed in 2025
$15,000	$10,000	$10,000	$7,500	$7,500

Exhibit B Optional Work

Hidden Revenue Locator

The City, in its sole discretion, may purchase Revenue Impact Analysis reports to help gauge the success of this program. Reports may be purchases up to two times a year, at a per report cost of $5,000.

Acoustic Monitoring

The City, in its sole discretion, has the option to purchase access to Acoustic Monitoring as an additional application in Park City's existing Sensus Analytics platform.

Acoustic Monitoring assists the City by providing a graphical interface for data provided by deployed acoustic permalog devices. This data will help locate active leaks in the City

If the City elects to purchase Acoustic Monitoring, it may cancel this service at any point. No refund will be provided, and no further payments for this service will be required.

$4,117.65 will be due upon the City having access to a fully functional deployment of Acoustic Monitoring, and within 30 days of invoicing by Service Provider. The City shall be invoiced $4,117.65 annually on the anniversary of that date through the term of the agreement. The last invoice shall be prorated by the number of months remaining in the agreement term.

637 Davis Drive
Morrisville, NC 27560
www.sensus.com

sensus
a xylem brand

December 10, 2020

Park City Municipal Corporation
PO Box 1480 - WATER DEPARTMENT
Park City, UT 84060

RE: Addition of Hidden Revenue Locator / Acoustic Monitoring to Advanced Metering Infrastructure (AMI) Agreement

Dear ______________________:

On, Sensus USA Inc. ("Sensus") and Park City Municipal Corporation ("Customer") entered into the Advanced Metering Infrastructure (AMI) Agreement on March 28, 2017 (the "Agreement"). The Parties wish to amend the Agreement by adding certain software applications listed below to Exhibit A, which Sensus will host for Customer for so long as Customer pays in accordance with the terms of the Agreement.

Added Software applications to the Software Exhibit A under Section 1.A.:

- Hidden Revenue Locator/Acoustic Monitoring

This letter agreement is hereby incorporated into and made a part of the Agreement, the terms and provisions of which, except to the extent explicitly modified by this letter agreement, are each ratified and confirmed and continue unchanged in full force and effect. Capitalized terms used and not defined herein shall have the meaning given in the Agreement. This letter agreement may be executed via electronic or facsimile transmission and in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

By signing below, the parties agree to be bound by the letter agreement as stated above. Kindly sign below and return a copy to me.

Sensus USA Inc.	**Park City Municipal Corporation**
Signature: ______________________________ Name: Tim Harriger Title: Vice President of Sales – NA Water Date: ______________________________	Signature: ______________________________ Name: ______________________________ Title: ______________________________ Date: ______________________________

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Clint Mcaffee
Submitting Department: Public Utilities
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Execute an Amendment to Extend to October 31, 2021 the Terms of: 1) the October 8, 1991 Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation; and 2) the March 2, 2016 Amendment to the 1991 Agreement

Suggested Action:

Attachments:
2020 Water Supply Agreement Staff Report

Exhibit A: 2020 Amendment to Water Supply Agreement

Exhibit B: 2017 Spiro Tunnel Water Agreement

City Council Staff Report

Subject: **Amendment to Water Supply Agreement between Salt Lake City and Park City**
Author: **Clint McAffee**
Department: **Public Utilities**
Date: **December 10, 2020**
Type of Item: **Administrative**

Recommendation

Authorize the City Manager to amend the terms of 1) the October 8, 1991, Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation to October 31, 2021; and 2) the March 2, 2016, amendment to the 1991 agreement, as amended in the attached agreement. See Exhibit A.

Background

PCMC currently leases 1,000 acre feet from SLC's 36% portion of water originating from above the 6,600 foot point in the Spiro Tunnel between May 1st and October 31st of each year. The lease agreement was executed on October 8, 1991, and carried an initial twenty-five (25) year term with the option to renew for successive five (5) year periods upon written agreement. On March 2, 2016, PCMC and SLC amended the 1991 agreement to extend the agreement one year while also enlarging the period of use to year-round. The intent was to allow time to explore the possibility of a long-term year-round use agreement.

Extending the lease for a long-term period is very complicated due to multi-party ownership of water from the Spiro Tunnel. Staff and Salt Lake City continue the desire and effort to pursue a long-term lease agreement. Thus, for the near term, a one year extension is needed. Similar amendments extending the 1991 agreement were executed each year since 2017.

The Amendment currently before Council would be the fifth amendment to the 1991 agreement. It will continue to allow staff to work on the possibility of a long-term year-round use agreement. The extension to October 2021 will automatically extend for one year the 2017 Spiro Tunnel Water Agreement, whereby Park City supplies snowmaking water to Vail. See Attachment B.

Funding

Costs associated with the water diverted will be passed onto the user of the water. The cost of preparing and executing the addendum is included in the current water operations budget.

Exhibits

A 2020 Amendment to Water Supply Agreement
B 2017 Spiro Tunnel Water Agreement

<u>2020 Amendment to Water Supply Agreement</u>

This 2020 Amendment to Water Supply Agreement is made and entered into on the _____ day of _______________, 2020, by and between Salt Lake City Corporation, a municipal corporation of the State of Utah, (the "**City**") and Park City Water Service District, a special service district organized and existing pursuant to the provisions of Utah Code Annotated §17A-2-1301 *et seq*., 1953, as amended, (the **"District")**." The City and the District are hereinafter sometimes referred to as a **Party** and collectively as the **Parties**.

WHEREAS, the City and Park City Municipal Corporation entered into a Water Supply Agreement on October 8, 1991, (hereinafter the "Agreement"), which provided for the City to make available to Park City Municipal Corporation of a portion of Spiro Tunnel Water from May 1 and October 31 of each year, provided that such water was surplus to the City's needs; and

WHEREAS, Park City Municipal Corporation has assigned all of its rights, interests and obligations under the Agreement to the District; and

WHEREFORE, the Agreement has been amended on several occasions, including an Amendment dated March 2, 2016, to extend the term of the Agreement and make available to the District the City's Spiro Tunnel Winter Water; and

WHEREAS, the City and the District now desire to extend the term of the Agreement, as amended, without changing the other terms of the Agreement;

NOW, THEREFORE, in consideration of the premises, the Parties agree to amend the Agreement and the March 2, 2016 Amendment as follows:

1. Paragraph 3 of the March 2, 2016 Amendment is hereby deleted in its entirety and amended to state:

Term. The term of the Agreement shall take effect upon recordation of it by the Salt Lake City Recorder, and shall end on October 31, 2021; provided, however, that the term may be extended upon the written consent of both Parties.

2. Except as provided in this 2020 Amendment, the Agreement, as amended, shall continue in full force and effect in accordance with their terms.

3. Representation Regarding Ethical Standards for Salt Lake City Officers and Employees and Former Salt Lake City Officers and Employees. The District represents that it has not (1) provided an illegal gift or payoff to an Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the Parties have caused this 2018 Amendment to Water Supply Agreement to be executed as of the day and year first above written.

PARK CITY WATER SERVICE DISTRICT

____
Andy Beerman, Chair

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
Thomas A. Daley, Sr., Deputy City Attorney

SALT LAKE CITY CORPORATION

____
Laura Briefer, Director
Salt Lake City Department of Public Utilities

Attest:

____
Salt Lake City Recorder
Approved as to form:

____
E. Russell Vetter, Deputy City Attorney

SPIRO TUNNEL WATER AGREEMENT

This Agreement dated October 12, 2017, is between the Park City Water Service District (the "District") and VR CPC Holdings, Inc., a Delaware corporation, d/b/a Park City Resort ("VR").

RECITALS

A. By Amendment to Water Supply Agreement dated October 12, 2017 ("Amendment"), between the Salt Lake City Corporation (the "City") and Park City Water Service District (the "District"), the City has agreed to make available to the District from November 1, 2017 through April 30, 2018 the "Available City Spiro Tunnel Winter Water" as that term is defined in the Amendment.

B. The term of the Amendment extends until October 31, 2018, unless terminated or extended pursuant to the terms of the Amendment.

C. The price for the quantity of the City Spiro Tunnel Winter Water that is used is 55% of the current "Metropolitan Water Rate," payable on a monthly basis. The current Metropolitan Water Rate is $331.80 per acre foot, and 55% of the Metropolitan Water Rate is $182.49 per acre foot.

D. The Amendment provides that the Available City Spiro Tunnel Winter Water may be used for snowmaking, and that 80% to 85% of that water will return to the surface streams in the form of snow melt runoff (the "snowmaking return flows").

E. The Amendment further provides that the District shall be entitled to such snowmaking return flows to the extent it files, at the District's expense, an application with the Utah Division of Water Rights seeking credit for the snowmaking return flows, and such application is granted.

F. VR operates the Park City Resort and owns the unencumbered right to 34% of the waters flowing through and from the Spiro Tunnel beyond the first 6600 feet ("VR's Spiro Tunnel water").

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The District agrees to make available to VR for use at the Park City Resort any portion of the Available City Spiro Tunnel Winter Water that VR desires to use during the term of the Amendment.

2. The price for the amount of the City Spiro Tunnel Winter Water used by VR at the Park City Resort shall be the same price set forth in the Amendment. No additional fee shall be charged by the District for such water.

3. The point of delivery of the Available City Spiro Tunnel Winter Water to VR shall be at the District's golf course ponds below the portal of the Spiro Tunnel (the "Point of Delivery"). VR shall measure the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Resort and furnish such information to the District at the end of each month during the snowmaking season.

4. For purposes of this Agreement, the Available City Spiro Tunnel Winter Water used by VR shall be 36% of the total amount of water diverted at the Point of Delivery and used for snowmaking at the Park City Area of the Park City Resort. VR shall make payment to the District for the amount of Available City Spiro Tunnel Winter Water that VR uses within 30 days of providing the District the monthly information on the amount of water it diverted and used for snowmaking pursuant to paragraph 3 above. VR does not intend to use any of the Available City Spiro Tunnel Winter Water in the Canyons area of Park City Resort.

5. Any information or payment required to be given to the parties hereunder shall be sufficiently given when sent by registered or certified mail addressed or made by hand delivery to:

The District:

Park City Water Service District
Attention: Public Utilities Director
1050 Ironhorse Drive
P.O. Box 1480
Park City, Utah 84060

VR:

VR CPC Holdings, Inc.
Attention: Senior Vice President and Chief Operating Officer
390 Interlocken Crescent
Broomfield, Colorado 80021

With a copy to:

Vail Resorts Management Company
Attention: Legal Department
390 Interlocken Crescent
Broomfield, CO 80021
LegalNotices@vailresorts.com

7. VR shall cooperate with the District in the District's application with the Utah Division of Water Rights seeking credit for the snowmaking return flows resulting from the Available City Spiro Tunnel Winter Water used for snowmaking at the Park City Resort, and provide such information regarding the snowmaking use of water as may be required in connection with such application.

8. This Agreement shall be subject to the terms of the Amendment.

Executed as of the date first set forth above.

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

PARK CITY WATER SERVICE DISTRICT

Attest:

By: ______________________
Chairman

____
Park City City Recorder

VR CPC Holdings, Inc., a Delaware corporation, d/b/a Park City Resort

By: ______________________
Senior Vice President

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Clint Mcaffee
Submitting Department: Public Utilities
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the Mayor to Execute a Memorandum of Agreement in a Form Approved by the City Attorney to Continue Leasing Surplus Water to Weber Basin through Provisions in the Western Summit County Project Master Agreement

Suggested Action:

Attachments:
Western Summit County Project Staff Report

Exhibit A: Weber Basin Memorandum of Agreement 2021

Exhibit C: Excess Capacity, Surplus Water and Demand Schedule

City Council Staff Report

Subject:	**Western Summit County Project – Surplus Water Lease**
Author:	**Clint McAffee**
Department:	**Public Utilities**
Date:	**December 10, 2020**
Type of Item:	**Administrative**

Recommendation

Staff recommends Council authorize the Mayor to execute a Memorandum of Agreement "MOA" (Exhibit A), in a form approved by the City Attorney, to continue leasing surplus water to Weber Basin through provisions in the Western Summit County Project Master Agreement "MA".

The two main benefits of leasing surplus water are: 1) it delays a large regional water importation and/or storage project, and 2) it provides a new source of revenue to reduce future water rate increases for Park City Water's customers.

The price set for surplus water reflects the cost of delivery and ensures the cost is similar to what Park City's water customers are paying. For 2021, the estimated surplus water charge will be $9.11 per 1,000 gallons which is similar to Park City's commercial rate. For comparison to Park City water rates, see Park City's current rate structure at the following link.

https://www.parkcity.org/departments/public-utilities/customer-service/water-services/rates

Background

Council approved a MOA in 2019 for the lease of surplus water to Weber Basin through provisions in the MA. Each year, the MOA will be updated to update the price of surplus water and extend the term by one year until Park City elects to stop leasing surplus water to Weber Basin. This is the second proposed extension of the 2019 MOA.

Park City is a party to the MA, which was developed and executed in 2013 to ensure a safe and reliable water supply to the residents of Snyderville Basin and Park City by regionalizing water supply and infrastructure between parties. Links to the MA are provided below in Exhibit B.

As a party to the MA, Park City has the opportunity to continue leasing surplus water to Weber Basin, which Weber Basin leases to other parties to meet growing water demands. As existing platted land is developed, water demand is projected to increase beyond local and existing water source capacity. Once existing water surplus in the Snyderville Basin is exhausted, Weber Basin is obligated to provide supplemental water up to 5,000 acre-feet. Providing supplemental water supply will require Weber Basin to construct a large water importation and/or storage project, which in 2017, was estimated to cost between $70M and $100M and would provide water capacity for significant growth in the Basin. If Park City stops leasing surplus water, a large regional project would likely happen sooner than if Park City continues to lease its surplus water, and water rates would need to be increased more than currently planned.

On an annual basis, each party to the MA is required to provide its 10 year rolling water surplus or water deficiency, whichever is applicable, to Weber Basin, in the form of Exhibit D (Exhibit C below). If an entity declares a water deficiency in years 1 – 5 on Exhibit D, that entity must enter into a perpetual water purchase agreement with Weber Basin. If an entity declares a water surplus in years 1 – 5 on Exhibit D, that entity must enter into a 5 year water sales contract with Weber Basin. Years 6 – 10 are non-binding and intended to provide an indication of longer term water supply and demand in order to determine when a new water source is needed. The MOA is the water sales agreement between Park City and Weber Basin.

Currently, Summit Water is the only party that is under a perpetual purchase contract with Weber Basin, which is being fulfilled by Weber Basin with surplus water purchased from Mountain Regional. Beginning in 2020, Summit Water's demand exceeds Mountain Regional's surplus and Weber Basin needs to secure additional water. Park City is projected to have adequate surplus to continue leasing water to Weber Basin to fulfill the deficiency. If Park City does not continue leasing its surplus water, Weber Basin will begin planning for the construction of a large water importation project to meet the water supply deficit.

Over the past few years, significant improvements in the Park Meadows Well and Quinns Junction WTP have been made in order to increase their capacity and reliability. These investments were primarily driven by the need to supply water in 2020, 2021, and 2022, while the existing Spiro WTP is being reconstructed.

Park City's total treated water capacity in 2020, 2021, and 2022 is 7,500 gpm. Average peak day treated water demand in the last 5 years is approximately 5,800 gpm. Staff reserves 1,000 gpm of capacity for redundancy in case of water source loss. Accounting for reserved redundant capacity, up to 700 gpm could be leased to Weber Basin in 2020, 2021, and 2022. Once the new 3Kings WTP starts up in 2022 and 2023, Park City's drinking water surplus will significantly increase.

Funding

Revenue generated by the sale of surplus water will be used to offset future water rate increases.

Exhibits

Exhibit A: Memorandum of Agreement

- Memorandum of Agreement

Exhibit B: Links to Western Summit County Project Master Agreement

- 1 master agreement executed
- 2 master agreement exhibits a-d
- 3 master agreement exhibits e-j & exhibits (3)
- exhibit list

Exhibit C: Exhibit D – with Park City Surplus Lease

- Exhibit D

2021 MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("**MOA**") is made and entered into this ______ day of _______________, 2021, by and between Park City Water Service District, a special service district organized and existing pursuant to the provisions of Utah Code Annotated §17A-2-1301 et seq., 1953, as amended, (the "District"), and Weber Basin Water Conservancy District, a water conservancy district organized and existing pursuant to the provisions of §17B-2a-1001 *et* seq., Utah Code Annotated, 1953, as amended ("**Weber Basin**"). The District and Weber Basin each is a "**Party**" and collectively they are referred to as the "**Parties**."

RECITALS

WHEREAS, The District and Weber Basin, along with other parties, entered into the Western Summit County Project Master Agreement dated June 26, 2013 ("**Master Agreement**"). This Master Agreement provides Weber Basin with the right to use, wheel and comingle all Surplus Water of the District, Mountain Regional, and Summit Water. [*See* Master Agreement ¶2.4].

WHEREAS, The Master Agreement provides Weber Basin with the right to determine, in its sole discretion, which Parties to which it will deliver and sell that Surplus Water. The Master Agreement allows each entity, at its sole discretion, to set the price per acre-foot for which its Surplus Water may be sold. Weber Basin then is authorized to sell that Surplus Water to any Party of the Master Agreement, as determined by Weber Basin in its discretion, for the price established by the Party supplying the Surplus Water. [*See* Master Agreement ¶2.4].

WHEREAS, Weber Basin is then directed to credit the Party whose Surplus Water is delivered at the rate applicable to that water so delivered.

WHEREAS, As outlined in Paragraph 2.4 of the Master Agreement, this process was established in order to allow Weber Basin "to operate the Western Summit County Project in such manner as Weber Basin deems necessary and proper." [*See* Master Agreement ¶2.4].

WHEREAS, under the Master Agreement, Weber Basin is required to construct an interconnect vault and associated facilities in the Quinns Junction area, which will be funded one-third each by Mountain Regional, Summit Water Distribution Company, and the District ("**Interconnect Facilities**"); and,

WHEREAS, pursuant to the Master Agreement, the District agrees to provide surplus water to Weber Basin through the Interconnect Facilities ("**Surplus Water**").

WHEREAS, on or about July 21, 2020, the Parties entered into a Memorandum of Agreement pertaining to the Surplus Water (the "2020 Agreement").

WHEREAS, by executing this 2021 Agreement, the Parties desire to amend and restate the terms of their agreement relating to the Surplus Water, and to supersede the 2020 Agreement, and to replace that 2020 Agreement with this 2021 Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Water Lease.

   A. **Surplus Water. The District** agrees to deliver to Weber Basin the Surplus Water identified in **Error! Reference source not found.** through the Interconnect Facilities in accordance with the Master Agreement. Pursuant to the terms of the Master Agreement, Weber Basin agrees to make the Surplus Water available for sale and delivery to another party to the Master Agreement (either Mountain Regional or Summit Water) (a "Purchasing Party"), as selected in Weber Basin's sole discretion; such water to be marketed and sold at a price equal to the total annual take or pay amount in Figure 1 below. The cost per acre foot shall be adjusted annually based, in part, upon Operation and Maintenance costs, per the Master Agreement [See Master Agreement ¶2.4].

Figure 1
Annual Surplus Water Take or Pay Volumes and Pricing Schedule

	2020	2021	2022	2023	2024	2025
Annual Volume (acre feet)	50	50	450	450	550	650
Peaking Factor	2	2	2	2	2	2
Maximum Flow Rate (gallons per minute)	62	62	558	558	682	806
Delivery Location	Park City Interconnect - Quinns Area					
Surplus Water Cost per Acre Foot	$2,882.84	$2,969.32	$3,058.40	$3,150.15	$3,244.66	$3,342.00
Treatment Redundancy Upgrades - Take or Pay	$200,000.00	$200,000.00	$200,000.00			
Total Annual Take or Pay Amount	$344,141.77	$348,466.03	$1,576,280.07	$1,417,568.47	$1,784,561.20	$2,172,297.68

   B. **Terms of Delivery.** The total annualized cost for which the Surplus water shall be marketed, sold, and delivered, by Weber Basin to a Purchasing Party, and the total annualized cost to be paid by the Purchasing Party (and credited by Weber Basin to the District) shall be take-or-pay for the full annual water volume in Figure 1.

2. Term. The term of this MOA shall commence on January 1, 2021 and continue for a term of five (5) years, ending December 31, 2025 ("**Term**"). This MOA supersedes the previously signed MOA that was dated July 21, 2020.

3. Binding Effect. The provisions of this MOA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Assignment Limited. No assignment or other transfer of this MOA or any part thereof or interest therein shall be valid unless and until approved by all Parties hereto.

4. Attorney's Fees. In the event that this MOA or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the Party who breaches or defaults hereunder, including fees and costs incurred upon appeal or in bankruptcy court.

5. Severability. If any term or provision of this MOA shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this MOA.

6. Captions. The section and paragraph headings contained in this MOA are for the purposes of reference only and shall not limit, expand or otherwise affect the construction of any provisions hereof.

7. Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

8. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this MOA.

9. Inducement. The making and execution of this MOA has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

10. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this MOA, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

11. No Third Party Beneficiaries. This MOA shall not be deemed to create any right in any person who is not a Party (other than the permitted successors and assigns of a Party) and shall not be construed in any respect to be a contract, in whole or in part, for the benefit of any third party (other than permitted successors and assigns of a Party hereto).

12. Warranty of Authority. The individuals executing this MOA on behalf of the Parties hereby warrant that they have the requisite authority to execute this MOA on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the day and year first above written.

PARK CITY WATER SERVICE DISTRICT

By: ____________________________

Its: President

APPROVED AS TO FORM:

____
The District Water Attorney

WEBER BASIN WATER CONSERVANCY DISTRICT

By: ____________________________
Dee Alan Waldron, Chairman, Board of Trustees

ATTEST:

____
Tage I. Flint, General Manager

APPROVED AS TO FORM:

____
Weber Basin Attorney

Exhibit D
Excess Capacity, Surplus Water and Demand Schedule
Park City Water Service District

		Binding Commitments					Non-Binding Projections			
Rolling Year	1	2	3	4	5	6	7	8	9	10
Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Excess Capacity										
Peaking Factor*	0	0	0	0	0	0	0	0	0	0
Surplus Water										
Raw Water	0	0	0	0	0	0	0	0	0	0
Point of Delivery										
Charge										
Finished Water (acre feet)	50	450	450	750	750	750	750	750	750	750
Charge and Delivery	Per Memorandum of Agreement									
Demand										
Raw Water										
Annual Volume										
Peak Day (gpm)	0	0	0	0	0	0	0	0	0	0
Capacity Needs										
Point of Delivery										
Finished Water										
Annual Volume										
Peak Day Demand	0	0	0	0	0	0	0	0	0	0
Capacity Needs										
Point of Delivery										

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Celia Peterson
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve a Service Provider Agreement between Park City Municipal Corporation and Park City Conservation Association, dba Recycle Utah, for a One Year Term in an Amount Not to Exceed $50,000.00, in a Form Approved by the City Attorney

Suggested Action:

Attachments:
Waste and Recycling Contract Staff Report

Exhibit A: Recycle Utah Scope of Work

City Council
Staff Report

Subject: Waste and Recycling Special Services Contract
Author: Celia Peterson
Department: Environmental Sustainability
Date: December 10, 2020
Type of Item: Administrative- Consent Agenda

Recommendation:
Approve a Service Provider Agreement between Park City Municipal Corporation (PCMC) and Park City Conservation Association, dba Recycle Utah, for a one year term not to exceed $50,000.00, in a form approved by the City Attorney.

Background:
- Early in 2020, the City Council shifted several existing public service contracts awarded via the City Budget process to City departments to be managed as regular service providers by competitive Requests for Proposals (RFPs). Waste and recycling services were one of those public services .
- An RFP was published on November 03, 2020, with proposals due on November 17, 2020.
- Recycle Utah submitted the only proposal. The proposal was responsive to the criteria and demonstrated the value of services offered.
- The RFP and proposal cover three main activities:
  - Management and operations of a community drop-off center (the Recycling Center);
  - Community outreach and education;
  - Coordination of the Green Business program; and
  - Reporting on key metrics and outcomes .
- As the prioritization of a potential Zero Waste policy progresses, Recycle Utah becomes an increasingly essential community service and partner.
- The requested amount excludes the continuation of the annual rent contribution provided by PCMC in the amount of $9,577 and $6,500 for utilities. These will be covered for the duration of the one year contract, or as long as Recycle Utah is housed at the current recycling center. Upon moving to a new facility, PCMC's coverage of rent and utilities for Recycle Utah will be renegotiated.

Funding Source:
Funding for the Waste and Recycling Services contract will come from the Special Service Contract Budget.

November 17, 2020

Celia Peterson
Environmental Project Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
435.615.5183

Re: 2020 Park City Conservation Association dba Recycle Utah
Proposal: Waste and Recycling Services (November 2020 – November 2021)

Dear Ms. Peterson,

Please accept our proposal for Park City Municipal's Waste and Recycling Services Service Contract. The Park City Conservation Association dba Recycle Utah provides a wide array of community services detailed in this application. Recycle Utah has delivered such services for over 30 years and is always expanding its service to the Park City and Summit County communities.

With this application, Recycle Utah is requesting a total of $50,000 for one year service contract *(The requested amount excludes the continuation of the annual rent contribution provided by the City in the amount of $9,577 and $6,500 for utilities)* from the City's Special Service Contract program to fund:

<u>Management and operations of a community drop-off center</u>

- Selected materials to be collected
- Management of four remote drop-off sites
- Two (2) annual Household Hazardous Waste Events
- Four (4) Dumpster Days events, lasting 3 days each for a total of 12 days annually
- Operation of a reuse shop that promotes zero waste and shared use of materials

<u>Community outreach and education</u>

- Community education to focus on the top two levels of the EPA's Waste Management Hierarchy.
- In-class education sessions for K-12 students in Park City about sustainable living
- Educate the public on the importance of recycling, how materials are recycled
- Organize the annual Water Festival for Park City 4th graders.
- Collaboration with the City's Sustainability team on outreach and education
- Four (4) social media campaigns (Facebook, Instagram)
- Two (2) annual cleanup days with support from Park City Parks
- Support two (2) additional community cleanup days and loan of trash.

<u>Green Business Program</u>

- Organization of two (2) workshops specifically for the business community to share and promote best practices in source reduction and landfill diversion amongst the Green Business network.
- Track amounts of waste diverted through the Green Business program.
- Documentation of green business goals and annual progress

Thank you for your consideration.
Sincerely,

Carolyn Wawra
Executive Director

PROPOSAL:

A. Criterion 1. Accountability, Experience and Sustainability of Organization

With 30 years of experience, Recycle Utah's mission is to empower people to lead sustainable lives. This is done by providing a wide array of community services including operation of the Park City recycling center (free drop-off for over 45 items, (except e-waste) and remote collection bins.

Recycle Utah is a community gathering space where all members of the community come to shop in the "Warehouse" thrift store, do their recycling or visit with neighbors. Recycle Utah's Warehouse serves residents from all income levels, often using a "pay what you're able" barter system contributing to equity and inclusion for all in Park City.

Summit County's curbside recycling program does not accept the three following items: glass, Styrofoam and plastic bags. Recycle Utah is committed to offering these programs and continues to see increasing numbers annually. In 2019, we recycled 1,666,360 lbs. of glass, 13,396 lbs. of Styrofoam and 227,991 lbs. of mixed plastics.

Through our youth education programs, we spend about 160 hours specifically in Park City School District annually teaching students about protecting the environment, water conservation and natural resources. Our programs match Utah Core Curriculum. PCSD staff is able to focus on other aspects of their job or use the time to catch up, as we manage the class when we are in the room.

We reach adults through composting workshops, Green Drinks, Green Tips and our Green Business program. Through these programs, we offer resources to residents on living more sustainable lives. We reach at least 1,000 adults annually, often multiple times. In working with Park City Municipal's Sustainability department on the Park City Sustainable Business program, we hope to develop a robust sustainability program for local businesses, aligned with Park City's climate goals.

Through our bi-annual Household Hazardous Waste (HHW) Collection, we make it easy for residents to dispose of their paints, varnishes, electronics, pharmaceuticals and more. These items are the most harmful to our water if improperly disposed of. At the two 2019 Household Hazardous Waste (HHW) events, 56,652 pounds and 1475 gallons were collected. Due to COVID-19, we were only able to host one HHW event in 2020, but saw a record turnout of 571 cars.

Funds will not be used for one-time events or the purchase of equipment.

B. Criterion 2. Proposed Program Community Services and Impact

<u>Management and operations of a community drop-off center</u>

Recycle Utah collects over 45 different items for recycling from cardboard to glass to more unique items like contact lenses and toothbrushes. In 2019, we processed 3,713,426 pounds. See Appendix A for detail on 2019 totals.

In partnership with Summit County, Recycle Utah manages (4) four remote glass drop off sites at the following locations: Willow Creek Park, Ecker Hill Park and Ride, Summit Park and Triumph near Home Depot. This program has increased due to Covid-19. The remote glass bin program in particular has now had to shift to weekly pickups. With increased remote glass bin pickups from Covid-19, we plan to spend $19,504 to support this program in 2020. There has been increased interest in a for-profit partner taking over this program in 2021, Recycle Utah to discuss this in more detail with Park City and Summit County.

One of our primary goals is to keep toxic chemicals and heavy metals out of our environment. When toxic materials like mercury, lead, and pesticides end up in the landfill they leach into the ground and into our drinking water. In 2019, Recycle Utah collected over 14,721 pounds on site of hazardous materials (offered daily) including light bulbs, thermometers and batteries at the center. Electronic waste is collected daily (for a fee) at Recycle Utah, with 105,704 lbs. recycled by an e-steward recycler in 2019. Due to COVID-19, in 2020 we were only able to host 1 Household Hazardous Waste (HHW) Collection – at this event we saw 571 guests, about 150 specifically from within Park City limits.

Hazardous Waste disposal is very expensive. At the two 2019 HHW events, 56,652 pounds and 1475 gallons were collected at an expense of $39,162 with total event costs (advertising, insurance, site rental) at $47,458. Funding for these events is divided between Park City, Summit County, Snyderville Basin Water Reclamation District and donations from Park City Sunrise Rotary. Without this collaboration, this event would not be possible to fund solely by Recycle Utah.

Recycle Utah hosts four (4) Dumpster Days events, lasting 3 days each for a total of 12 days annually (note that this is above the requested number in the RFP as we feel that more days are more helpful to residents and would like to host the 12 day program). Historically, there were dumpsters like this throughout the City, and PCMC discontinued this program due to illegal dumping. Recycle Utah now manages the program to ensure only true landfill items end up in the bin (no HHW, mattresses, electronics, etc). Dumpster Days has one bin for green waste (composted) and one for large trash items that can't be recycled or repurposed (think of a broken wood rocking chair as an example).

Recycle Utah is a community gathering space where all members of the community come to shop in the "Warehouse" thrift store, do their recycling or visit with neighbors. Recycle Utah's Warehouse serves residents from all income levels, often using a "pay what you're able" barter system contributing to equity and inclusion for all in Park City. At its core, the goal of the Warehouse is to keep items out of the landfill, encouraging reuse and zero waste. While landfill diversion is hard to measure as items come and go from the store on a daily basis, it is estimated that the reuse store diverted at least 95,000 pounds from the landfill in 2019.

<u>Community outreach and education</u>

The core of Recycle Utah's community education efforts focus on the top two levels of the EPA's Waste Management Hierarchy – these levels are defined as Source Reduction and Reuse and Recycling and Composting. We develop and deliver education programs on natural resource conservation – for all from ages 3 to 93. Programs focus on raising awareness of critical issues in our community including reduction and diversion of waste to landfill, water and energy conservation, and climate change.

We partner with local governments, nonprofit organizations and local professionals to host a variety of educational events. Our programs emphasize lifelong learning. Our events and workshops raise awareness, empowering children and adults to implement new practices at home.

We have a long history of in-class education sessions for K-12 students in Park City and Summit County. Through our youth education programs, we spend 160 hours specifically in Park City School District annually teaching students about protecting the environment, water conservation and natural resources. Our programs match Utah Core Curriculum. PCSD staff is able to focus on other aspects of their job or use the time to catch up, as we manage the class when we are in the room.

We have hosted the Park City Water Festival for 18 years, bringing over 300 Summit County Fourth Graders together for a day of resource conservation taught by over 30 local professionals. Just in 2019, the Park City Water Department presented on "Where does our drinking water go?".

We work with local partners such as Park City Sustainability, Summit County Sustainability and other nonprofits for outreach and education efforts regardless of age. From education about zero waste tips, shopping local or reducing your carbon footprint, we leverage various community partners to have these conversations in our community. We will commit to at least 4 social media campaigns in partnership with Park City's Sustainability department.

In 2020, with the help of U Serve Utah, we were able to expand our #PickUpParkCity Trash Pick Up Program. We now have an inventory of trash grabbers, vests and gloves. While only hosting one officially organized event on Sept. 11, 2020, we supported over 38 hours and 262 volunteers picking up trash since July 2020. We look forward to working with Park City to host two (2) clean up days in 2021 and will continue to work with volunteer groups throughout the community. The Park City Parks Department was instrumental in bag supplies and disposal of collected items. We hope to once again host our Comcast Cares Community Clean Up event in May 2021 (The May 2020 event was cancelled due to COVID-19.), which typically hosts around 230 volunteers on a single day.

We reach adults through composting workshops, Green Drinks, Green Tips and our Green Business program. Through these programs, we offer resources to residents on living more sustainable lives. We reach at least 1,000 adults annually, often multiple times.

Green Business Program

The Recycle Utah Green Business Program is a free and voluntary service available to all Summit County businesses. The program is designed to enable businesses to work in partnership in the community to build a sustainable local economy. Businesses select areas for improvement most relevant to their industry. When established goals are reached, new goals are developed that deepen commitment and awareness. The types of goals that have been adopted and achieved have ranged from eliminating plastic straws and bottles to purchasing electric vehicle chargers and installing solar panels.

While over 100 businesses have joined the program, recruiting new members is a challenge as many equate program participation to additional work and expense. To expand and enhance this program, Recycle Utah plans collaborate with local municipalities during 2020/2021. We will work to with PCMC to host two (2) workshops specifically for the business community to share and promote best practices in source reduction and landfill diversion amongst the Green Business network. Also include tracking waste diverted through the Green Business program.

The program, now in it's 5th year, has grown from 25 in the first year to 100. We have 17 businesses still in the program that started the first year. Those businesses will be recognized in 2021 and will achieve "Maintenance Status" where they need to maintain Green Business Practices, but not required to set additional goals.

In 2019, we had 86 Green Businesses in the program and tracked goals based on the focus, see the chart below. Each business in the program is required to set 3 goals in their first year in the program and 1 goal every year after that until they reach their 5th year in the program (having set and completed 7 goals). Goals can have any focus listed below. Waste-related is very common, with expand recycling, recycle more and reduce/eliminate plastics being very popular. Transition to LED is by far the most popular goal for energy and every business has completed that or is working on it now. Composting is also a common goal and most complete that, too. The goals involving transportation are much harder to achieve as it involves changing behavior of employees.

GREEN BUSINESS PROGRAM		
Businesses in program	86	
GOAL FOCUS	**Number of Goals**	**% Goals Completed**
Waste	101	91%
Energy	69	96%
Communication/Staff	46	80%
Transportation	33	82%
Purchasing/Packaging	31	100%
Food/Composting	23	96%
Chemicals	15	93%
Water	12	92%
Total Goals	**330**	

C. Criterion 3. Fiscal Stability and Other Financial Support

a. *Description of how public funds will be used and accounted for*:
See Appendix B for 2019 reporting as an example.
This report will be provided bi-annually with 6 month data reporting on 2020 items listed in the RFP.

a. *Other funding sources that will be used to leverage resources include:*

a. Supporter and other private contributions.
- see listing of names – https://www.recycleutah.org/donors/

b. Summit County Service Contract
- full contract available by request (total funding $85,000 in 2020; Amount in 2021 is TBA)

c. Collaboration with other stakeholders and non-profits for financial assistance where available; see D. Criterion 4 below.

Recycle Utah has managed to sustain and expand its programs annually for more than 29 years. This fact is due to very efficient operations, sound financial planning, and continuing operations with financial reserves. Financial stability is at the core of our operations. Unlike other recycling operations, we do not rely heavily on commodity markets and pricing. This allows us to make choices that align with our values versus the best price for a given commodity. 68% of our funding comes from community support, followed by government support at 21%.

D. Criterion 4. Fair Market Value and Intangible/Community benefits of the Proposed Services – ability to stretch resources by collaborating with other stakeholders and non-profits and other grant/funding sources.

In 2020, we have collaborated with the following community organizations on projects listed below.

Partner	2020 Event
Deer Valley Resort	Green Business of the Year Awards 1/14/2020
Swaner Preserve and EcoCenter	Plastic Reduction Workshop 2/26/2020
Park City Community Foundation	Climate Fund (Zero Waste) Presentation 5/11/2020
PCHS Earth Club & Tree Utah	Tree Planting 8/29/2020
Summit Community Gardens	Green Drinks 7/14/2020 & 9/15/2020
Park City Mountain Resort	100 Mile Meal 8/15/2020
Summit Land Conservancy & Park City Municipal	Trash Pickup Event 9/11/2020
Summit County, Snyderville Basin Reclamation District, Park City Sunrise Rotary and Park City Municipal	Household Hazardous Waste Collection 9/28/2020

As a 501(c)3 nonprofit organization, we are able to seek additional financial assistance from grant/funding sources. An example of this is the Park City Community Foundation Climate Fund, which awarded Recycle Utah $50,000 over 2020-21 to dedicate to Zero Waste efforts in our community. Also, for the bi-annual Household Hazardous Waste collection; we partner with Summit County, Snyderville Basin Reclamation District, Park City Sunrise Rotary and Park City Municipal – each partner helps to fund this event ($47,458 in total costs per event). Not all of our collaborations involve funding.

Comparison to fair market value is difficult, but we feel Appendix B demonstrates financial responsibility by both parties in 2019. See *Appendix B* for 2019 reporting as an example. This report will be provided bi-annually with 6 month data reporting on 2020 items listed in the RFP. We are unique in a nonprofit offering these services through a service contract. Most waste management is handled by for-profit companies or municipalities.

E. Financial Information

a. Most recent fiscal year compilation is included in application packet (see Park City Conservation Assoc Compiled Financial Statements FY20.pdf)

F. Cost Proposal: Program management fee and operational costs

Item	Annual Amount
Management and operations of a community drop-off center • Selected materials to be collected listed in RFP • Management of four remote drop-off sites • Host and plan two (2) annual Household Hazardous Waste Events, disposal costs to be shared between Summit County, SBWRD and PCMC. • Host and plan Four (4) Dumpster Days events, lasting 3 days each for a total of 12 days annually, hauling costs to be paid by PCMC. • Operation of a reuse shop that promotes zero waste and shared use of materials.	$35,000
Education (youth, business, & adult) • Community education to focus on the top two levels of the EPA's Waste Management Hierarchy. • In-class education sessions for K-12 students in Park City about sustainable living • Educate the public on the importance of recycling, how materials are recycled • Organize the annual Water Festival for Park City 4th graders. • Collaboration with the City's Sustainability team on outreach and education • Four (4) social media campaigns (Facebook, Instagram) • Two (2) annual cleanup days with support from Park City Parks • Support two (2) additional community cleanup days and loan of trash.	$10,000
Green Business Program • Organization of two (2) workshops specifically for the business community to share and promote best practices in source reduction and landfill diversion amongst the Green Business network. • Track amounts of waste diverted through the Green Business program. • Documentation of green business goals and annual progress	$5,000
Annual SUBTOTAL	$50,000
Rent Utilities paid via PCMC **Rent Contribution** Recycle Utah is requesting a continuation of the existing rent contribution of $9,577 per year. The property leased consists of the old bus barn, with a partial two-story warehouse space and the one-room office of Recycle Utah. The street address is 1951 Woodbine Way, Park City. The term of the lease has typically consisted of twelve (12) month terms, renewable annually. This based on the "Lease Agreement," dated July 1, 2003. With the renewal of our service contract, the most active lease agreement would expire June 30, 2021.	$9,577 $6,500
Annual GRANDTOTAL	$66,077

F. Selected Quantitative and Qualitative Program Goals

Goal	2018 Goal	2018 Actual	2019 Goal	2019 Actual	2020 Goal
Materials Collected at Community Drop off Center	3,300,000 pounds	3,593,956 pounds	3,800,000 pounds	3,713,426 pounds	3,800,000 pounds
Glass at four remote glass drop off sites	390,000 pounds	387,000 pounds	395,000 pounds	464,000 pounds	475,000 pounds
Cars served at Household Hazardous Waste Collection Day	700-1000 residents	900 residents	700-1000 residents	831 residents	500 residents
Cars served at Dumpster Days	400 residents	603 residents	625 residents	749 residents	800 residents
Students educated in classroom or virtually	5,000 students	5,650 students	5,750 students	6,673 students	6,700 students
Trash Pickup Attendees	80 (2 events)	100 (2 events)	250 (find sponsor)	280 (2 events)	400 (multiple events)
Water Festival Attendees (Park City event only)	410 students	420 students	400 students	306 Students (changed to half day)	320 students
Green Business Members	75 members	75 members	100 members	98 members	100 members

APPENDIX A

	2019 Materials by Percentage Jan. 1, 2019 - Dec. 31, 2019		
	Tons	Pounds	% of total
Brown Glass	110.36	220,720	6.09%
Green / Clear Glass	490.82	981,640	27.06%
Remote Glass	232	464000	12.79%
Tin / Mixed Metal	188.53	377,060	10.40%
Aluminum	7.582	15,164	0.42%
Mixed Paper	121.10075	242,202	6.68%
Cardboard	513.575	1,027,150	28.32%
Plastics	113.9955	227991	6.29%
EPS	15.698	31396	0.87%
White Paper	19.94	39,880	1.10%
TOTAL	1856.713	3,713,426	100.00%

APPENDIX B

LINE ITEM ACCOUNTING OF HOW CITY-APPROPRIATED MONEY HAS BEEN USED:
*Our 2019 funds were not allocated to each program, so we divided them up as we saw best fit.

	Recycle Utah					
	Full-Year Performance Report to Park City Municipal Corporation					
	July 1, 2019 - June 30, 2020 – Service Contract 2019-2020					
	Program	Allocated Funding per Contract on Annual Basis*	Line Item	**Total Funding Expenditures 7/1/19 - 12/31/19**	**Total Funding Expenditures 1/1/20 - 06/30/20**	**Total funding Expenditures Combined**
a.)	Glass Collections	$9,000	Hauling of Glass from Center	$5,891	$5,867	$11,758
			Staff Costs (Payroll)	$11,463	$11,463	$22,926
b.)	2 Hazardous Waste Events	$13,000	Cost of Hauling & Disposal of Materials	$12,444	$0	$12,444
c.)	E-Waste & Batteries	$10,000	Hauling of E-Scrap from Center	$12,496	$10,389	$22,885
			Staff Costs (Payroll)	$2,388	$2,388	$4,776
e.)	Spring & Fall Dumpster Days	$3,000	Staff Costs (Payroll)	$1,680	$1,680	$3,360
	Total Program	**$35,000**	**6 Month Cost of Programs**	**$46,362**	**$31,787**	$78,149

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Leah Langan
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Legislative Executive Consulting, LLC for State Legislative Lobbying Services in an Amount Not to Exceed $90,000.00.

Suggested Action:

Attachments:
2021 State Lobbyist Staff Report

Exhibit A: Legislative Executive Consulting Agreement

Exhibit B: Legislative Executive Consulting Services Conflict of Interest Memo

City Council Staff Report

Subject: State Lobbyist Services Contract
Author: Matt Dias; Leah Langan
Department: Executive
Date: December 2, 2020
Type of Item: Administrative

Summary Recommendation

Staff recommends Council approve a new contract for state lobbying services, in a form approved by the City Attorney, with Legislative Executive Consulting, LLC (David Stewart) for $90,000 per year beginning January 1, 2021, through December 31, 2023.

Executive Summary

The City first contracted with David Stewart for assistance with State lobbying services in 2009. Staff believes this relationship is critical to our continued success within elected and appointed officials around the State of Utah, both in terms of playing active “defense” on a myriad of legislative issues that would impact the quality of life for Park City residents, as well as promoting Park City and growing its positive reputation. Much of the state legislative process and lobbying is conducted outside of public meetings and prior to formal legislative hearings; the importance of having a voice at the table in early drafting or interim committees cannot be understated.

This year alone, the ability to utilize lobbying services to assist Park City officials proved critical in several pieces of legislation, such as repealing a deceptive annexation bill, obtaining COVID-19 funding, sustaining our environmental initiatives, and a host of other legislation covering local zoning, regulation, and public safety. In addition, these services are essential for our work with a myriad of State governmental agencies beyond just the Legislature, such as the executive branch and other intergovernmental boards and commissions.

The Problem

Proactive and responsible defense of the disparate and unique needs of Park City at the State Legislature requires decades of experience and relationship building. Contracting for State lobbying services allows Park City to rely on the expertise of others that already work with the Legislature full-time.

Background

The City’s legislative agenda is primarily defensive with regard to maintaining existing sources of revenue (property, sales and utility/energy taxes) and protecting our residents and businesses from top-down mandates and regulation.

Staff conducted an RFP process and received one submittal. Staff recommends renewing with David Stewart. The fee remains consistent with the previous contract amount signed three years ago.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the new contract for lobbying services with Legislative Executive Consulting LLC.

2. **Alternative 2:** Reject the contract for lobbying services and request staff to return with other alternatives.

3. **Null Alternative:** Doing nothing will significantly diminish Park City's influence at the State Legislature, thereby reducing our ability to protect existing sources of revenue and maintain our proactive posture on a range of complex legislative issues.

Department Review

This report was reviewed by the Executive and Legal departments.

Funding Source

The contract fee is $90,000 annually, and funded in the FY21 City Manager's Operating Budget, the Venture Fund, the Water Department, and Transportation Department.

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____________, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and LEGISLATIVE EXECUTIVE CONSULTING LLC, a Utah limited liability company, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed Ninety Thousand Dollars ($90,000.00) per year.

The City has designated Matt Dias, City Manager, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement. The Agreement shall commence on the date of execution, shall renew for two successive one (1) year terms, and shall terminate on December 31, 2023, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made annually commencing in January 2021.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

A. The Service Provider shall maintain books, records, documents,
B. statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

D**.** The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code,1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. <u>HOLD HARMLESS INDEMNIFICATION</u>.

A. The Service Provider shall indemnify and 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 Service Provider's negligent 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 Service Provider; and provided further, that nothing herein shall require the Service Provider 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 Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The City agrees to waive insurance requirement upon Serivce Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider 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.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Service Provider 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. Service Provider 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. Service Provider 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 Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. <u>SEVERABILITY AND NON-WAIVER</u>.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. <u>ENTIRE AGREEMENT</u>.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

22. <u>COUNTERPARTS</u>.

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.

23. 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 hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation 445 Marsac Avenue

Post Office Box 1480
Park City, UT 84060-1480

____
Matt Dias, City Manager

Attest:

____
City Recorder’s Office

Approved as to form:

____
City Attorney’s Office

Legislative Executive Consulting LLC
11571 Granite Heights Road
Highland, UT 84003
Tax ID#:26-3888621

____
PC Business License#
BL____________

____
Signature

____
Printed name

____
Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _________________, 20__, personally appeared before me _______________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the __________________________ (*title or office*) of ____________________________________, a _____________________________ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as ________________________ (title) for ________________________________, a ________________ corporation (or limited liability company).

____
Notary Public

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

Printed name ____

Signature: ____

EXHIBIT “A”

SCOPE OF SERVICES

Such representation shall include, but is not limited to, the following:

1. Assist the City with crucial relationships at the Utah State Legislature in order to preserve local control and assist the City with water and transit programs, and other projects as determined.
2. Represent Park City before the Governor’s Office, the Utah Legislature, and regulatory bodies at the State or local level.
3. Provide information and strategy for the annual legislative session and interim sessions leading up to the legislative session.
4. Develop relationships with Utah State and local governments which are beneficial to Park City’s interests.
5. Actively pursue all interests identified by the client, and be available during normal business hours via phone, email, and text message.
6. Provide additional availability during the annual session, including any/all times when the Legislature is in session.
7. Provide support (scheduling and reservations, talking points, etc.) for legislative receptions and meet-and-greet opportunities with legislators and Executive Branch departments and staff.
8. Coordinate meetings for City officials with legislators and lobbyists as necessary.

Proactively seek to protect the unique and varied interests of Park City, its distinct community values, and City Council goals and priorities

City Council Memo

Subject: State Lobbyist Conflicts of Interest Disclosure
Author: Leah Langan
Department: Executive
Date: December 7, 2020
Type of Item: Administrative

David Stewart, Lead Consultant of Legislative Executive Consulting Services, confirmed on December 7, 2020 that no conflicts of interest exist.

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Leah Langan
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the Following Annual Insurance Premiums to Fund the City's Insurance Placements for the 2021 Calendar Year: Property Insurance: $218,787 and Auto Physical Damage: $91,032 to Liberty Mutual; Public Entity Liability Insurance: $200,576 to States Self-Insurers Risk Retention Group, Inc.; Workers' Compensation Insurance: $204,527 for the Workers Compensation Fund; Cyber Liability Insurances: $57,875 to Beazley Insurance Co.; Crime Insurance: $6,200 to Travelers Insurance Co.; and Drone Insurance: $625.00 to Global Aerospace

Suggested Action:

Attachments:
2021 Annual Insurance Placements Staff Report

City Council
Staff Report

Subject: 2021 Annual Insurance Placements
Author: Matthew Dias, Leah Langan
Department: Executive and Legal Departments
Date: December 2, 20201

Summary Recommendation

Authorize annual insurance premiums to fund Park City's insurance placements for calendar year 2021:

1. **Property Insurance:** $218,787 annual premium to Liberty Mutual; and **Auto Physical Damage:** $91,032
2. **Public Entity Liability Insurance:** $200,576 annual premium to States Self-Insurers Risk Retention Group, Inc. ("States");
3. **Workers' Compensation Insurance:** $204,527 annual premium for our Workers Compensation Fund ("WCF");
4. **Cyber Liability Insurances:** $57,875 annual premium to Beazley Insurance Co.;
5. **Crime Insurance:** $6,200 annual premium to Travelers Insurance Co.; and
6. **Drone Insurance:** $625.00 annual premium to Global Aerospace.

The Problem

Park City Municipal's insurance coverage expires each year on December 31, 2020. Therefore, the City must renew its various forms of insurance coverages by purchasing new policy's prior to January 1, 2021. An internal team convenes throughout the year to administer the City's broad insurance portfolio, including Executive, Legal, Emergency Management, Human Resources, and Information Technology.

Background

Park City is a self-insured municipality and required to renew its insurance coverage annually to protect employee and the public, physical assets, equipment and property, and the vast array of municipal operations. Park City's exposures and risks are somewhat unique due to its world-class resort environment. The City's staff aggressively promotes and implements proactive safety policies, procedures, and loss-prevention methodologies, and requires safety trainings to improve risk management.

The required safety training program produces cost savings for the City by way of reducing annual premiums and rebates for trainings taken and attended. Risk management procedures also ensure that the City's assets, facilities, and public property are protected from losses, and that the employees, local residents, and visitors are provided a safe and enjoyable place to live, work and play.

In 2017, Council approved a professional service agreement with Moreton & Company (Moreton) Insurance Brokerages Services for broker, risk management, and consulting services. Staff and Moreton representatives meet quarterly in an effort to evaluate and assess the City's ongoing liabilities and exposures. Staff is very pleased, to date, with the proactive nature and expertise of Moreton representatives.

Analysis:

1. Property Insurance

Staff recommends renewing the Liberty Mutual premium at $218,787. This reflects a premium increase of $30,624, mainly due to market-wide increases the result of growing wildfire concerns in the Western United States. The auto physical damage premium is $91,032, an increase of $9,915, and mainly the result of inflationary increases from year to year.

Park City has used Liberty Mutual for two years in a row and pleased with their services and responsiveness. Liberty Mutual is a "best-in-class" property insurer that distributes property insurance and engineering solutions through a network of partners across the country. Traditionally, Liberty Mutual was not engaged in the Utah municipal market, as they traditionally focused only on commercial and institutional markets in Utah. Staff recommends continuing our working relationship based upon their performance.

2. Public Entity Liability Insurance

Staff recommends renewing with States Self-Insurance Risk Retention Group insurance at a premium of $200,576. This policy creates a $10,000,000 policy limit for Park City. The new premium reflects an annual increase of $26,053 over the previous year, mainly due to a national increase of law and public safety enforcement claims.

States Insurance Group is a member-owned company with policies written to address the unique exposures and operations of municipalities and related public entities. Park City has been a member of States for the past eleven years and is very familiar with their representatives and claims processes, and is confident in their continued ability to perform.

3. Workers' Compensation Fund (WCF)

Staff recommends renewing our Workers' Compensation insurance at an annual premium of $204,527, an increase of $50,551 over the previous year.

Workers' Compensation coverage was the most competitive of all of our marketing efforts this year. The premium reflects a nationwide increase of overall claims (mostly accidents occurring in the workplace), as well as a 23% increase in our own Experience Modification (E-Mod) factor. It is important to note that, while our premium increased, Park City has one of the lowest accident experience percentages of any city or town in Utah, and we remain lower than our previous levels of five years ago.

A great deal of effort has been targeted towards lowering Park City's on-duty accidents over the past decade, and Park City is often lauded for its low E-Mod by insurance experts. Despite our past successes, our E-Mod is anticipated to increase over time as we expand public services to residents and businesses.

Cyber Liability

Staff recommends renewing with Beazley Cyber at a premium of $57,875. This results in a $5,000,000 policy limit for Park City, and reflects a premium increase of $25,225 over the previous year. The cause of the increase is due to a dramatic increase, overall, in the number of claims across the country by both public and private sectors. Cyber Liability insurance is becoming more relevant for organizations with sensitive information storage, and there is a growing trend of municipalities fending off cyber-attacks and attempts to disrupt public service delivery.

Crime Insurance

Staff recommends continuing the three-year term of our existing policy that expires in 2023. The annual premium is $4,193 and creates a $100,000.00 policy limit. The Utah State Legislature recently made it possible to add a treasurer bond to a municipal crime policy, and staff recommends adding our Treasurer for an additional $2,007 with Travelers for a total of $6,200.

Drone Coverage

Staff recommends coverage for the City's increasing use of drones with Global Aerospace Co. For several years, staff utilized a drone for trails and open space, property monitoring, traffic and parking information, and GIS purposes. The premium remains the same as the previous year at $625 for a $1 million policy limit. Moreton strongly recommends covering Park City's use of drones with insurance.

Funding Source

Due to the overall increase of $200,000 in premiums, the FY12 budget will need to be adjusted to match the difference during the next budgeting cycle.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the 2021 insurance placement premiums – Pros
    a. Responsibly protect the City and its taxpayers from losses, and provide employees, residents, and visitors a safe and enjoyable place to live, work and play.
    b. Significant savings were achieved via proactive efforts by staff to increase safety training and procedures. These efforts must and will continue to maintain our high ratings and ongoing premium discounts.

2. **Null Alternative:** All current insurance policies for the City will expire on December 31, 2020, leaving the City, its infrastructure, and employees largely uninsured.

3. **Continue the Item:** If prolonged, could result in temporary lapses in the City's insurance coverage.

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Supplemental Plan Changes for the 2021 Sundance Film Festival Effective for One Year due to COVID-19 Impacts in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:
Sundance Film Festival Supplemental Plan 2021 Staff Report

Exhibit A: SFF Special Event Permit DRAFT

Exhibit B: SFF Special Event Application

Exhibit C: SFF COVID-19 Protocols

Exhibit D: SFF Sponsors and Venues List

City Council Staff Report

Subject: **Approval of Sundance Film Festival 2021 Supplemental Plan**
Author: **Jenny Diersen**
Department: **Special Events & Economic Development**
Date: **December 10, 2020**
Type of Item: **Administrative**

Recommendation

Hold a public hearing, take public input and approve Supplemental Plan changes for the 2021 Sundance Film Festival (SFF/Festival) effective for one-year-only due to COVID-19 impacts in a form approved by the City Attorney (Exhibit A).

Executive Summary

In response to COVID-19, City Council conducted a preliminary review of a significantly reduced scale Festival on August 4, 2020, and provided support for a series of one-year-only changes. Based on the evolving pandemic and State and local health restrictions, Sundance Institute requests additional changes, further reducing the scope of the Festival from a Level Five event to a Level Three event, including:

- No use of City-owned theatre venues;
- Approval of only one theatre, the Ray, limited to 50 patrons, staff and volunteers per screening, with significantly increased cleaning and safety COVID-19 protocols;
- Installing banners and some sponsor displays on public property to promote Park City as the Festival host City, installed one week earlier than normal;
- Production of an online morning program that will check in with Park City and Utah, the long time home of the Festival, through web cameras and possible live feeds; and
- No enhanced transportation services. Transit will operate at the planned Winter Peak service.

Per requirements of the Sundance City Services Agreement, the City Council retains the authority to review and either approve or deny the proposed changes.

Background

On August 4 (p. 193/ minutes p.11), due to the COVID-19 pandemic, City Council approved a series of requested changes for one-year-only to the 2021 Sundance Film Festival to ensure a safe and fiscally responsible Festival. This included:

- Reduce the Festival from 10 days to 7 days;
- Change the dates of the Festival from January 21 – 31 to January 28 to February 3;
- Reduce the use of City property for the Festival to the Park City Library. (Staff will work with Sundance to permit the Ray Theatre as a venue.);
- Suspend the requirement to hold 70% of the Festival in Park City and Summit County; and
- Reduce transportation requirements for the Festival. Sundance would not be responsible for paying for or providing transit services to mitigate impacts.

The Sundance Institute is a long-standing partner and local nonprofit organization in the Park City community. Both the organization and the Festival reinforce unique cultural experiences and significant economic vitality for Park City, the state of Utah, and independent film enthusiasts from around the world. The background of the event and the current contract can be found here.

Analysis

The impacts of COVID-19 have been unprecedented to our economy, cultural organizations, and community as a whole; we still do not know the outcome of the impacts. Sundance Institute has done an extraordinary amount of work planning this year's Festival specific to COVID-19 protocols (Exhibit C), employing the best measure to protect the health of its artists, staff, patrons, and the community. Given the continued risk and uncertainty, the Sundance Institute proposes to reduce the event's scope further.

The proposal is a significant shift away from a live, in-person approach to an onlinebased Festival. This change results in a challenging and costly operational pivot, as theatre capacity and resulting ticket revenues are likely to be reduced by more than 75% of normal occupancy to ensure attendees' health and safety. The Ray will be limited to 50 patrons, staff and attendees per screening, compared to 500+ per screening in an average year.

The City requested Sundance install their Main Street banners one week early to assist with City operations after HPCA's Snow Globe Stroll. Installing banners one week early will reduce the workload of City staff. Additionally, Sundance has developed creative online programming to highlight Park City, including an online morning program that will check in on Park City through webcams to capture the beauty of the town and home of the Festival.

No enhanced transportation changes are requested by or required on behalf of Sundance at this typical peak time. City staff will continue to monitor peak season trends to evaluate if changes are needed to manage traffic, loading, or parking.

The City will ensure we continue to protect Sundance,their brand,sponsors and community. The staff has received considerably fewer requests for unaffiliated activations. Staff has received nine inquiries compared to the normal 39 at this time of year (2020 Festival had 112 CSLs). Staff will release the 2020 Rules of the Road after the Supplemental Plan is approved. Any unaffiliated activation would have to meet significantly increased COVID-19 protocols for operating venues consistent with County and State guidelines.

Staff sees this as the second of three steps in the final operating plan. Typically, once City Council approves the Supplemental Plan, City and Sundance staff work through final operations and logistics. Depending on the continuing evolution of national and local health trends, the Sundance Institute may further reduce the Festival's scope. However, they need time to work through the final operational details.

Staff recommends City Council approve the Institute's additional requests. Sundance Institute has demonstrated operational plans that exceed the state requirements for mitigating any event's impacts, including transportation and public safety and health.

Funding

Included in the approved FY 21 budget, most City services costs are waived up to defined levels, pursuant to the City Services Agreement. Change requests for additional or enhanced level of services are not expected for FY21.

Attachments
Exhibit A SFF Special Event Permit DRAFT
Exhibit B SFF Special Event Application
Exhibit C SFF COVID-19 Protocols
Exhibit D SFF Venue and Sponsor List

LEVEL 3 SPECIAL EVENT PERMIT & 2021 SUPPLEMENTAL PLAN

Type of Permit:	Level 3 Special Event & 2021 Supplemental Plan
Event Name:	2021 Sundance Film Festival
Event Date(s):	Thursday, January 28 through Wednesday, February 3, 2021
Event Location:	Remote/ Virtual Online; Various locations throughout Park City
Permittee:	Sundance Institute
Contact Person:	Tina Graham, Associate Director, Festival Operations
Approved By:	Special Events Coordinator X City Council of Park City
Approval Date:	December 10, 2020

The Park City Council has approved a Supplemental Plan and Level Three Special Event Permit for the 2021 Sundance Film Festival, that includes specific changes for one year only due to COVID -19 impacts, unless additional 2021 Supplemental Plans are submitted by Sundance Institute and affirmatively amended and approved by the City Council as part of the current City Services Agreement that was executed on October 30, 2013. Changes for future Festivals shall revert back to the 2020 approved Festival plans, unless otherwise approved by the City Council.

The 2021 Sundance Film Festival will be primarily online supplemented by The Ray theatre which will be open to the public, the Sundance Mountain Resort which will be closed to the public along with two drive-in theatres in Los Angeles along with satellite screens throughout the US. The 2021 Sundance Film Festival footprint is being created as a response to COVID-19.Sundance and the City, or Summit County may limit the use of The Ray and in-person satellite screens depending on further State, County and City restrictions. The new one-year COVID-19 changes for 2021 Festival do not change the fact that Park City, Utah remains the headquarters of Sundance Film Festival . The Festival will be held 7 days and will be held from January 28 to February 3, 2021. Set up and break down of the event will occur on dates to be determined and approved between the parties in future Supplemental Plans, but will occur before and after the screening dates above. Use Matrix Areas, Operations Plans, Transportation and Parking Plans, Insurance and Hold Harmless Waiver and other operational details are required and shall be attached to this permit as an exhibit and finalized no later than January 21, 2021.

This annual Supplemental Plan and Level Three Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. Sundance Film Festival is a Level Three Special Event. The event is a unique cultural and entertainment activity, held for profit, nonprofit and charitable purposes, occurring for a limited duration that impacts the City by involving use of and having impact on City Property, requiring licensing or services beyond the normal scope of business, and creates public impacts through the following:
   a. Interruption of the safe and efficient flow of transportation in Park City including public rights of way, which may include impacts on streets or sidewalks necessary for pedestrian movement;
   b. Use of Public Property and Facilities;
   c. Use of City Parking Facilities;

   d. Need for Public Safety beyond their normal scope of operations;
   e. Requires licensing and services above normal scope of business; and
   f. Temporary events that do not normally occur within the permitted venue use
2. Temporary events that do not normally occur with the permitted venue use. Sundance Film Festival has been determined as a Level 3 event due to:
   a. Attendance estimated at 2,000over the 7 consecutive days (approximately 50 people per screening);
   b. Minor to moderate impacts are anticipated to surrounding areas and can be held within existing venues or use areas;
   c. Has moderate transportation needs including removal of parking; and
   d. Requires Public Safety staffing needs beyond their normal operations including support in venues, traffic mitigation..
3. The conduct of the Special Event will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venues as attached to this permit.
4. The conduct of the Special Event will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
5. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services. Sundance Institute agrees to work in good faith with the City, Summit County Health Department to develop and agree upon health protocols due to the impacts of the COVID-19 impacts, and conduct business consistent with the Utah Leads Guidelines.
6. The Special Event will not substantially interfere with any other Special Events during the timeframe, or with the provision of City services in support of other events or governmental functions. There are no other Special Events during the Sundance Film Festival timeframe. Sundance Institute reserves the right to review and make recommendations for the City to consider regarding the approval of any other Special Event Permits during this time.
7. The event does not create the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. Per staff communications in July 2020, the changes for the 2021 Sundance Film Festival as approved on August 4 and December 10 are consistent with the measures as outlined in the City Services Agreement as entered into on October 30, 2013. The applicant is working to address impacts and requirements stemming from the COVID-19 pandemic, which shall include, at minimum, following State, County and City orders and Guidelines for reopening. The Permittee demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license.
9. In response to COVID-19, the scale and scope of the 2021 Festival has been significantly reduced/modified. This change is expected for one year only to conduct an event consistent with State Guidelines and required health protocols. Changes for future Festivals shall revert back to the 2020 Festival Supplemental Plan, unless otherwise approved by the City Council.
10. The City has agreed to suspend the requirement to hold 70% of the Permittee's Official events, including screenings during the Festival within Park City and the Snyderville Basin in Summit County, for one year due to COVID-19 impacts.
11. Sundance Film Festival provides positive economic, cultural and community value and aligns with the goals as outlined in the Park City General Plan. The cultural event creates a complete community through its core values and partnerships in Park City with both businesses and the community as a whole and provides diversity, uniqueness and is one of the defining events Park City Event Calendar. Furthermore the event promotes the City Council's Goals of creating a sense of place. The international event furthers Park City's role as a world-class, multi-seasonal

destination resort while maintaining a balance with our sense of community. Sundance helps to support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience. Furthermore, Sundance allows Park City to grow as an arts and culture hub encouraging creative expression. The event does not unreasonably restrict existing public access or adversely impact shared space or the public due to the number of events, the nature of the event, or locations. The event is not primarily retail in nature and provides economic benefit to the City through sales tax, overnight visitation, marketing and branding as compared to community impacts and costs of services.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A.

Conditions of Approval:

1. The Permittee is required to provide a final Supplemental Plan for City review no later than January 14, 2021 unless otherwise requested and affirmatively changed by the parties. Such plans shall ensure monitors for crowd and safety, safety, health, sanitation and facilities to reasonably ensure that the event will be conducted without creating unreasonable negative impacts to the area with due regard for safety and the environment. Additionally, the permittee shall provide adequate transportation, on or off-site parking, and traffic circulation.
2. The Permittee is required to provide required Facility Licenses for use of City Property, insurance and cash deposit to the City, as well as any other services or facilities necessary to ensure compliance with City ordinances.
3. The Permittee has not proposed to partner with a Disruptive Technology, which is any innovation that displaces an established technology and creates a new market and value network that eventually disrupts an existing market and value network, displacing established market-leading firms, products and alliances.
4. The Permittee is required to obtain approval of other public agencies, within whose jurisdiction the event or a portion thereof will occur, and the applicant has obtained approval of private properties of which the event or a portion thereof will occur.
5. The Permittee estimates overall attendance of the Sundance Film Festival in 2021 in Park to be significantly reduced as compared to years past due to the impacts of COVID-19. The Permittee shall modify operations as directed by City Staff, required by the State Guidelines, and/or Summit County Health Department to address any substantive change in conditions created by the growth or reduction in attendance to the event with regards to maintaining public safety, traffic and transportation and City service impacts to the City.
6. The Permittee is required to work with City Staff and applicable departments to address operations of the event operations as described in section 4A-2-11. This includes contingency, transportation and emergency plans, including health, medical, fire and police. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with from the Chief of Police, Transit Manager, Transportation Planning Manager, Chief Building Official and Economic Development Manager.
   a. Operations plans and timelines including Programs and Facilities Matrix which shall include a Venue Manager and contact information for each facility;
      i. The Permittee will provide an official Sundance Venue and Sponsor list and sign plan for the event, including those venues in surrounding in state jurisdictions and outside of the State of Utah.
      ii. If Sundance adds a Sponsor activity or venue after approved by City Council in the Supplemental Plan, the City Manager or his designee may approve additional Sponsors activity or venues if a finding of minimal impact is made. He shall notify City Council of any such finding and Council may request a review of the matter. Any Sponsors that are requested to be added after Council approval of the final supplemental plan that staff finds

cause material impacts shall require approval by City Council at a public meeting.

iii. Sundance venues and Sponsors using City Property (Use Areas) shall be outlined in the City Property Use Matrix which and attached to this permit. All handouts, flyers, banners and other signage, shall comply with the Park City Municipal sign code and be approved by the Planning Department.

iv. All plans for tents, stages and other temporary structures as well as flammable materials shall be submitted and approved by the Building Department no later than January 14, or no less than one week prior to the first day of set up for each Sundance Film Festival Theatre, Official Sundance Film Festival Venue or Official Sponsor Venue.

v. The Permitee is responsible for maintaining a staff and volunteer plan. Such plan shall be provided to the Special Events Manager and Economic Development Manager at their request.

b. Transportation and Parking plans;

i. The Permittee shall provide a final Transportation plan for the 2021 Sundance Film Festival, which includes final site plans, transportation, security/public safety and parking management plans, including details of the operations for venues as required by the Economic Development Manager, Chief of Police and Transportation Planning Manager no later than December 31, 2020. The permittee is required to provide sufficient traffic controllers, signs and other City required barriers and traffic devices.

ii. The Permittee’s use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.

iii. In accordance with the Transportation Demand Management Plan, the permittee is required to produce a transportation and parking plan, including obtaining private property permission or executing lease agreements for such public property use that utilizes available public parking and can accommodate the anticipated attendance numbers. Parking shall be identified, managed and secured for ADA, VIP, Staff and Volunteers, and Drop and Go/Taxi/For-Hire Lot, as well as Transit Services provided and managed by the permittee. Offsite parking areas for spectators and the general public are required with Transit Service secured by the permittee at the Park City School District and/or Resort properties and the permittee must provide such proof of permission to the City. Such plans shall be reviewed and approved by the Chief of Police and Transportation Planning Manager. Access to area businesses, public facilities residential homes must be maintained at all times.

iv. The Permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Planning Manager, Transit Manager, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.

c. Necessary supplemental facilities such as water, restrooms, temporary structures, trash and recycling plans.

i. The Permittee is required to submit a waste and recycling plan which will be reviewed and approved in accordance with the PCMC Event Sustainability Standards. Sundance shall report sustainability statistics in the debrief of the event.

d. Residential and Business outreach, notification and mitigation plans as required by the Economic Development Manager or his designee;

i. The Permittee is responsible for assisting the City in an outreach and communication plan, including event impact information in a form to be approved by the Special Events Manager to surrounding businesses and residents no later than January 21, 2021.

e. Contingency emergency plans, including weather, health, medical, fire and security/police. Weather date and/or weather conditions plans;

i. Security, Medical and Emergency plans shall be reviewed and developed with the Economic Development Manager the Chief of Police and Emergency Manager and/or their designees.

ii. Health plans shall be reviewed for consistency with Summit County Health Codes. Plans to comply with Guidelines due to COVID-19 impacts shall be reviewed with the City for compliance with Utah State Standards for reopening.

7. The Permittee shall incorporate and provide and pay for at its cost, unless otherwise outlined in the City Services Agreement or agreed to in writing, such measures as directed by City Staff and as required by the Utah Leads Guidelines or applicable Summit County standards in order to ensure that any safety, health, or welfare are met including.
8. Face coverings shall be required at all times for all staff, volunteers and attendees for in-person venues, including all staging, waiting and theatre venues. Exceptions will be allowed per the Summit County Mask Order.
9. The Permittee will provide an Economic Impact analysis of the Festival to the City no later than June of 2021.
10. Per section 10.1, 10.3 and 10.4 of the City Services Agreement, the Permittee will continue to include “Park City” on all marketing material, and identify “Park City” as the host location for the Festival.
11. The Permittee may requested an exemption to the noise as according to section 6-3-11 of the Municipal Code on basis of in which the permittee is preforming an activity that there is no reasonable alternative and a relief from restriction has been granted by the Chief of Police. Otherwise the Permittee shall comply with section 6-3-9 of the municipal code.
12. The Permittee, is required to provide waiver and release of damages and indemnification insurance coverage in an amount as required by the Special Events Manager or the City Attorney's Office, including $2,000,000 per occurrence/ $4,000,000 aggregate general liability, $2,000,000 Auto Liability each accident, combined single limit (hired/non owned/owned), and $2.000,000 Liquor Liability and Proof of Workers Compensation in the amounts of $1,000,000 per accident, $1,000,000 disease each employee, $1,000,000 disease policy limit. Such polices shall further name Park City Municipal Corporation as additional insured. The permittee shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees as described in section 4A-2-10 and 4A-2-4.F. The insurance must name Park City Municipal Corporation as additionally insured and for any claims related to this permit, the Permittee’s insurance coverage shall be primary insurance coverage as respects to PCMC, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials employees, or volunteers shall be excess of the Permittee’s insurance and shall not contribute with it. The Worker’s Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Permittee, its employees, agenda and subcontractors.
13. The Park City Special Events, Police, Fire, Building Official/Fire Marshall and Emergency Management Departments have the right to cancel the event upon any condition, violation, or emergency that jeopardizes the life, health, safety or property of the residents or visitors of Park City.
14. The Permittee is responsible for securing all City, County and State permit approvals required for this event shall be secured by no later than January 21, 2021 and submitted to Park City Municipal Corporation.
15. The approval identification provided with the approval of this permit must be in possession of the

permittee at all times and must be made available for inspection when requested by City authorities or the public. The permittee is responsible for providing a schedule of events, and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-4.

PASSED AND APPROVED this Thursday, the 10th Day of December, 2020.

PARK CITY MUNICIPAL CORPORATION

____
City Manager, Matt Dias

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

Attachments:
A City Property Use Area Matrix
B Sundance Official Venues, Sponsors and Events
C Certificate of Insurance
D Hold Harmless Agreement

PARK CITY 1884

Print | Save As | Submit

Park City Municipal

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.
PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4A.

Applications for Level 3, 4, or 5 Special Event Permits are due:
First Friday in December for events occurring between March-June,
First Friday in April for events occurring between July-October, and
First Friday in August for events occurring between November-February.

Events that are determined a 1 or 2 are exempt from these deadlines, but must submit a complete application no later than 30 days prior to an event. **Please Note**: The City reserves the right to restrict the number of event permits annually. Applications for new level 3, 4, or 5 event will not be considered during Peak Time Periods as mentioned in Section 4A-2-3(D). Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. Business/Organization listed as applicant must match the Hold Harmless and Proof of Insurance to be considered for approval. For more information, please visit www.parkcity.org or contact us at specialevents@parkcity.org.

IF YOU HAVE QUESTIONS OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:

Colleen McGinn	**colleen.mcginn@parkcity.org**	**435-615-5187**	**Chris Phinney**	**chris.phinney@parkcity.org**	**435-615-5194**

APPLICATION FEES & EXPENSES

First Amendment Event Permit	$40.00
Level 1 Special Event Permit	$40.00
Level 2 Special Event Permit	$80.00
Level 3 Special Event Permit	$160.00
Level 4 Special Event Permit	$320.00
Level 5 Special Event Permit	$640.00

- Application levels are determined by the Special Events Department after reviewing complete applications.
- Additional fees for other city services will be estimated and provided to the applicant upon request and receipt of a complete application.
- Applicants may incur additional expenses from other city, county, or state jurisdictions.
- Fee reductions for city services are considered bi-annually. Fee reduction applications are due on:

April 1st for events July 1 – December 31 and October 1st for events January 1 – June 30.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING:

- [x] To insure prompt and accurate processing of your application, ensure that all supplemental materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application plus transportation, parking, and traffic control plan, weather/emergency plan, waste and recycling plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, sponsor and marketing plan, noise exemption request, site map, and permission for use of properties, as mentioned in Park City Municipal Code 4A-2-3(G), in addition to contingency plan, operations plan, planned rest areas, water, and toilet facilities, and will ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs as stated in Section 4A-2-11(B).
- [x] Park City Municipal Corporation requires a certificate of insurance in an amount to be determined by the City Attorney's Office according to Section 4A-2-10 of the Park City Municipal Code. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.
- [x] After the application is evaluated, the applicant will be responsible for providing proof that he or she has obtained other permits as necessary from city, county, or state agencies.
- [x] I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal Code 4A-2-9 through the bi-annual fee reduction application and process.
- [x] I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under the Standards for Permit Approval in Park City Municipal Code 4A-2-4.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: Sundance Film Festival | DATE(S) OF EVENT: Jan 28, 21 – Feb 3, 21

FIRST TIME EVENT: Yes [ ] No [X] | ANNUAL EVENT: Yes [X] No [ ] | IF ANNUAL, HOW MANY YEARS: 35

ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR: Yes [ ] No [X]

ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR: Yes [X] No [ ]

NAME OF APPLICANT (FIRST & LAST): Tina Graham

TITLE / POSITION: Director, Real Estate & Venue: Strategy & Operations

BUSINESS /ORGANIZATION NAME: Sundance Institute

IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT?: [X] Yes, a copy of IRS paperwork is attached [ ] No

MAILING ADDRESS FOR BUSINESS / ORGANIZATION: P.O. BOX 684429

CITY, STATE, ZIP: Park City, UT 84060

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

PARK CITY 1884

Park City Municipal Corporation

Special Event Permit Application

PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION: 1500 Kearns Blvd. 110B

CITY, STATE, ZIP: Park City UT 84068

PHONE (PRIMARY): 435.658.3456 PHONE (SECONDARY):

EMAIL: Institute@sundance.org

BUSINESS / ORGANIZATION WEBSITE: www.sundance.org

SOCIAL MEDIA LINKS: Facebook: Sundance Film Festival Instagram: sundance.org

DAY OF EVENT PRIMARY CONTACT

ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): Tina Graham

ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: 801.201.9013

ON-SITE DAY OF PRIMARY CONTACT EMAIL: tina-graham@sundance.org

PUBLIC EVENT INFORMATION

WEB SITE FOR PUBLIC EVENT INFORMATION: sundance.org/festival

PHONE NUMBER FOR PUBLIC EVENT INFORMATION: 435.658.3456

EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: Institute@Sundance.org

[ ] **Event description is attached as a separate document with supplemental materials and contingency plan.**

EVENT LEVEL DETERMINATION

THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)

[X] FESTIVAL / FAIR [ ] PARADE [ ] SKI / SNOW BOARD [ ] RUN [ ] BIKE [ ] WALK [ ] TRAIL USE [ ] CONCERT [ ] CULINARY [ ] FILMING

[ ] ARTS & CULTURE EVENT [ ] HOLIDAY CELEBRATION [ ] RECREATION / SPORTING EVENT OTHER: 1 Theater The Ray

THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)

[X] MAIN STREET [ ] RESORT PROPERTY [ ] SCHOOLDISTRICT PROPERTY [ ] PRIVATE PROPERTY [ ] CITY PARKS [ ] CITY FIELDS [ ] CITY FACILITY RENTAL [ ] RESIDENTIAL AREAS [ ] PARK CITY LIMITS [ ] MULTI-JURISDICTION [ ] AMPLIFIED SOUND

THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)

[ ] YOUTH / FAMILIES [ ] ADULTS [X] LOCAL The Ray [ ] STATE - WIDE [ ] REGIONAL [ ] NATIONAL [X] INTER NATIONAL online [ ] SPECTATORS [ ] PARTICIPANTS OTHER:

THIS EVENT WILL: (Check all that apply)

[X] LIMIT # OF PARTICIPANTS [ ] BE FREE FOR SPECTATORS [ ] BE FREE FOR PARTICIPANTS [X] INCLUDE VENDORS OR SPONSOR [X] OPEN TO THE PUBLIC

[ ] LIMIT # OF SPECTATORS [ ] CHARGE ADMISSION FOR SPECTATORS [X] CHARGE PARTICIPANTS [ ] NOT INCLUDE VENDORS OR SPONSOR [ ] PRIVATE EVENT

THIS EVENT WILL BE HELD: (Check all that apply)

EVENT DATE(S):

[X] MONDAY [ ] TUESDAY [ ] WEDNESDAY [X] THURSDAY [X] FRIDAY [X] SATURDAY [X] SUNDAY

[ ] WEEKLY [ ] MONTHLY [ ] SERIES [ ] ONE DAY

NUMBER OF EVENT(S): 22 films NUMBER OF CONSECUTIVE DAYS: 5 days (Thurs-Mon)

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Special Event Permit Application

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specialevents@parkcity.org

(6) ~~ONE~~ DAY EVENT HOUR(S) DAILY	
EVENT START TIME: 8:00 am	EVENT END TIME: 1:00am
EVENT SET-UP DATE: Jan 26-27	EVENT BREAK-DOWN DATE: Feb 3, 2[illegible]
EVENT SET-UP TIME(S): 8:00am-6:00pm	EVENT BREAK-DOWN TIME(S): 8:00 - 6:00pm

MULTIPLE DAY EVENT HOUR(S)

DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	

INCLEMENT WEATHER INFORMATION

DAY: N/A - (Inside)	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		EVENT BREAK-DOWN DATE:	
EVENT SET-UP TIME(S):		EVENT BREAK-DOWN TIME(S):	

☐ No inclement weather date is required and the event will be held rain or shine. I understand the event may be cancelled or postponed by the city due to hazardous or damaging conditions.

EVENT ATTENDANCE

IF ANNUAL EVENT:	
TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR: 116,800	TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR: Approx: *12,000
ESTIMATED # OF PARTICIPANTS: In Person - 1000? Online - ?	ESTIMATED # OF VENDORS: 3
ESTIMATED # OF SPECTATORS:	ESTIMATED # OF VOLUNTEERS: 8-10
ESTIMATED # OF STAFF: *15 at The Ray	ESTIMATED DAILY ATTENDANCE: 25-[illegible] per film x 5 = 100
ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME: *25 - *50 at The Ray	ESTIMATED HIGHEST TOTAL ATTENDANCE OF ENTIRE EVENT: 1000

☐ I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: http://www.summitcountyhealth.org/

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Special Event Permit Application

CITY PARKING FACILITIES REQUEST

GENERAL PARKING

HOW MANY PARKING SPACES DOES THE EVENT NEED?

☐ MAIN STREET	☐ CHINA BRIDGE	☐ FLAGPOLE LOT	☐ BREW PUB LOT
☐ SANDRIDGE PARKING LOTS	☐ PARK AVENUE	☐ CITY PARK	☐ MAWHINNEY LOT
☐ QUINNS LOT	☐ RICHARDSON FLATS	OTHER: None	

WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:	☐ YES	☒ NO
WILL THE EVENT HAVE ADA PARKING AVAILABLE?:	☒ YES	☐ NO
WILL THE EVENT WILL REQUIRE PARKING REMOVAL?:	☐ YES	☒ NO

☐ The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:
NAME OF AREA OR STREETS: N/A	BETWEEN:
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN: N/A
START / END TIME:	REASON:

TRANSPORTATION

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?

☐ BUS (city)	☐ BIKE	☐ WALK

NAME OF TRANSPORTATION PROVIDER / COMPANY:

PHONE: EMAIL:

☐ THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE AND HAS INCLUDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

☐ THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT AND HAS INCLUDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION: With the Ray theater @ 25 person capacity and we have 42 spaces we don't need to do additional parking mitigation from year round. we might have AMECO atten

PUBLIC FACILITY USE

CHECK ALL THAT APPLY:

☐ MINERS HOSPITAL AT CITY PARK	☐ PARK CITY LIBRARY MEETING ROOMS	☐ JIM SANTY AUDITORIUM
☐ SOUTH CITY PARK	☐ CITY PARK COVERED BBQ AREA	☐ CITY PARK GAZEBO / STAND
☐ CITY PARK SOFTBALLFIELD	☐ CITY PARK RUGBY FIELD	☐ SKATE PARK AT CITY PARK
☐ QUINN'S SPORTS COMPL FIELDS	☐ ROTARY PARK	☐ SCHOOL DISTRICT FIELDS
☐ DIRT JUMP PARK	☐ PARK CITY ICE ARENA	☐ OTHER: Might have a request for an Acura sponsor car by Egyptian

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SIDEWALK & STREET USE

THE EVENT WILL HAVE: (Please check all that apply)

STREETS

☐ STREET CLOSURE MAP IS ATTACHED		☐ CLOSURE SIGN/MARKING INFORMATION IS ATTACHED	
☐ ROLLING CLOSURE	☐ PARTIAL CLOSURE	☐ FULL CLOSURE	☐ NO CLOSURE
NAMES OF STREETS TO BE CLOSED:		TIMES (START / END OF CLOSURE):	
		START:	END:
N/A		START:	END:
		START:	END:
		START:	END:

REASON FOR CLOSURE:

SIDEWALKS

☐ SIDEWALK CLOSURE MAP IS ATTACHED		☐ CLOSURE SIGN / MARKING INFORMATION IS ATTACHED	
☐ PARTIAL CLOSURE	☐ FULL CLOSURE	☐ NO CLOSURE	☐ CROWD CONTROL PLAN
ADDRESS:			
ADDRESS OF CLOSURE: (FROM / TO)		TIMES: (START / END OF CLOSURE)	
FROM:	TO: N/A	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:

REASON FOR CLOSURE:

TRAILS

☐ TRAIL COURSE MAP IS ATTACHED	☐ COURSE / SIGN MARKING INFORMATION IS ATTACHED

NAMES OF TRAILS TO BE USED:

N/A

PARADE

ASSEMBLY AREA:	DISBANDING AREA:	# OF PARADE ATTENDEES:

PARADE IS:

☐ WALKING ONLY	☐ VEHICLES & WALKING	☐ VEHICLES ONLY	☐ WILL HAVE ANIMALS

OTHER PARADE INFO:

PARK CITY 1884

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[ ] I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR LICENSES.				
[ ] I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL MAY REQUIRE OTHER PERMITS.				
WILL FOOD ITEMS BE PRE-PACKAGED?: N/A No food.		YES		NO
WILL FOOD ITEMS BE COOKED ON SITE?:		YES		NO
[ ] I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.				
WILL FOOD ITEMS BE PREPARED OFFSITE?:		YES		NO
DESCRIBE ITEMS:				

TEMPORARY SIGNS

WILL THERE BE TEMPORARY SIGNS AT THE EVENT?: Banners on Main Graphics on The Ray	X	YES		NO
[ ] I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.				

SAFETY - SECURITY

[ ] THE EMERGENCY AND SECURITY PLAN HAS BEEN INCLUDED IN THE OPERATIONS PLAN, AS WELL AS CROWD CONTROL, ACCESS, AND FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE, AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS UPON REQUEST.				
THE EVENT WILL HAVE AMPLIFIED SOUND: → Just Pre-Event: Red Flag		YES	X	NO
THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL:		YES	X	NO

COMMUNICATION NEEDS

WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?:		YES	X	NO
[ ] INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.				

MARKETING OF EVENT

PROPER MARKETING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com

[ ] I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

[X] I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

WHO IS THE TARGET MARKET FOR THIS EVENT?: The Ray - locals

WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)

LOCAL	REGIONAL	NATIONAL	INTERNATIONAL
[X] The Ray	[ ]	[X] Online	[X] Online

WILLTHIS EVENT BE FILMED AND TELEVISED?: (choose all that apply) YES [X] NO

LOCAL	REGIONAL	NATIONAL	INTERNATIONAL
[ ]	[ ]	[ ]	[ ]

PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER, AND MAGAZINES:

MEDIA (RADIO/TV):

NEWSPAPER:

MAGAZINES:

OTHER:

PLEASE SELECT RANGE OF MARKETING BUDGET:

$100 OR UNDER	$100 - $500	$500 - $1,000	$1,000 - $2,500	ABOVE $2,500
[ ]	[ ]	[ ]	[ ]	[ ]

PARK CITY
1884

Park City Permit for Relief of Noise Restrictions 2019

A Permit for Relief of Noise Restrictions is required of any person or company that engages in an activity in violation of Park City Code 6-3. Per the Park City Code Section 6-3-11, applications for a permit for relief from the noise restrictions may be made to the Chief of Police as it pertains to special events, community, or private functions or events. Any permit granted by the Chief of Police shall contain all conditions upon which the permit has been granted, including, but not limited to, the effective dates, time of day, location, sound pressure level, or equipment limitation and name and contact information for the on-scene officiator.

Applicant Name: N/A

Purpose of Activity: ______

Address of Event (property on which noise generating activity will occur): ______

Date(s) of Event: ______ Time of Amplified Noise (Include Sound Check): ______

Type of Noise Generated: NONE

Estimated Number of People in Attendance: ______

Level of Noise Permitted: ______

I, ______, acknowledge and understand Park City Code 6-3 and certify that all information stated above is correct. As the applicant, I will have amplified sound no higher than a decibel limit of ______ between the times of ______ to ______ (all permits expire at 10:00 PM). Should I violate the terms of the agreement, I will immediately remedy the situation or be subject to the penalties listed below.

Signature: ______ Date: ______

Responsible person who will be attending the event and will be monitoring noise levels:

Onsite Officiator: ______ Phone: ______

Please Note:

The officiator in charge of the event is responsible to monitor and maintain the permissible sound levels spelled out in this permit. Additionally, the officiator is responsible to mitigate complaints received by the Park City Police Department. Failure to mitigate complaints immediately, once brought to the officiator's attention, may result in a criminal citation and/or a revocation of this permit.

GREEN EVENTS CHECKLIST:

Thank you for helping us to preserve Park City's environment!
We are committed to the preservation and enhancement of the environment for our community and guests.
Please submit this checklist along with your permit application.
Contact your Special Event Coordinator for more information or questions.

Name of Event: Sundance Film Festival	Organization/ Business: Sundance Institute
Total Estimated Attendance at Event: 1000	Number of Vendors: 3
Date of Event: Jan 28 - Feb 3	
Name of person responsible for overseeing green event practices for your event, including training staff and volunteers in sustainable practices: (recycling, composting, reuse, waste and energy reduction, etc.).	Kevin Kane
Email Address: kevin_kane@sundance.org	Cell Phone:
Signature of Event Producer: Gina Graham	Date: 11/21/20

✓	Standard	✓	Extaordinary Measures
	Complete Environmental Management Plan and attach as part of the Supplemental Plan for your event.		Use vendors that have an environmental policy, recycle and compost, use local food sources, use energy efficient appliances, or otherwise offset their carbon footprint.
	Use electric spider boxes for power needs.		Eliminate the use of fossil fuels for on site power needs.
	Use sand or other reusable ballasts for securing tents instead of water.		Commit to and publicize water conservation efforts at event.
X	Recycling is required in all areas of the event. Recycling containers must be paired with trash cans.		Sponsors/Vendors distribute bags, bottles, or serving material made from recycled material, or that can be reused or recycled.
	Event Applicant materials printed on at least 30% post consumer recycled paper. Distributed items must be made from recycled materials that can be reused, recycled or reconsumed.	X	Event Applicant does not offer printed materials. All promotional materials are available electronically.
	Remind guests to bring their reusable bags and water bottles. Use, sell, or proote reusable bags and waterbottles.	X	Event Applicant does notsell or give away plastic bottled water unless the bottle is compostable. *(To try using watering stations and reusable containers).*
X	Reusable banners, eco-friendly promotional material or recycle (i.e., banners into shopping bags).	N/A	Use reusable linens instead of paper or plastic table covers.
	Encourage the use of bicycles, buses, shuttles, carpools or other public transit to and from the event. This must be promoted on event website and marketing.		Offer a Bike Valet (Summer Events - May through October)
	Enforce a no idling policy for staff, volunteers, vendors and attendees.		Incorporate alternative transportation plans into your event. Supplement City Transit with additional transit options. (This must be approved before implementing).
	Use eco-friendly serving utensils (compostable, plant-based or made from recycled materials) and eliminate the use of regular plastic cups and pre-packaged servings.		Provide vegetarian meal options. Be local - offer food or vendor items that are made, grown and produced within 100 miles of Park City.
	Be Styrofoam Free!	X	Be Glass Free!
	Prepare food with reusable cutlery and dishes, or products that can be composted.		Serve food in bulk – (avoid cans, bottles, sugar packets and serve at stations)
	Wastewater must be properly disposed of into the sanitary sewer system, i.e., floor sink or mop sink, etc., and it is prohibited to dispose of gray water into the storm sewer or directly onto the ground.		Tell us what else you are doing. We love new ideas and solutions!!

For Municipal Purposes

Trash Plan Approved by:	**Date:**
Public Works:	**Date:**
Health Department:	**Date:**
Sustainability Department:	**Date:**

PARK CITY
1884

Outdoor Special Event
Emergency Operations Plan (EOP)

Event Personnel Contact Information Sheet

Event Details

only using The Ray Theater (indoors)

Event Name: ______________________________
Date(s) of Event: ______________________________
Event Location(s): ______________________________
Street Address of Event: ______________________

On-site Day of Event Organizer/Responsible Party (please print clearly)

Primary Coordinator
Name: ______________________________
Mobile Number: ______________________

Co-Coordinator
Name: ______________________________
Mobile Number: ______________________

Co-Coordinator
Name: ______________________________
Mobile Number: ______________________

Other Event Personnel, i.e. volunteers, security, parking

Name: ______________________________
Mobile Number: ______________________________
Assignment: ______________________________
Assignment Location: ______________________ Roving? – Yes ☐ No ☐

Name: ______________________________
Mobile Number: ______________________________
Assignment: ______________________________
Assignment Location: ______________________ Roving? – Yes ☐ No ☐

Name: ______________________________
Mobile Number: ______________________________
Assignment: ______________________________
Assignment Location: ______________________ Roving? – Yes ☐ No ☐

PARK CITY 1884

Outdoor Special Event
Emergency Operations Plan (EOP)

There is no safe place outside when thunderstorms are in the area. Evacuate to substantial buildings, enclosed parking structures and hard-topped vehicles are safe options. A safe building is one that is fully enclosed with a roof, walls and floors, and has plumbing or wiring (excludes temporary, portable, or metal buildings).

Lightning Safety Rules:
- Keep an eye on the sky,
- If you see or hear a thunderstorm coming, immediately suspend outside activity and go to a safe building or vehicle,
- Postpone activities promptly; do not wait for rain.
- If you cannot get to a shelter, stay away from trees,
- If you are out in a field, get to the lowest point,
- Move away from a group of people,
- Avoid metal,
- Avoid contact with electrical equipment or cords,
- Avoid contact with plumbing,
- Stay away from windows and doors, and stay off porches,
- Do not lie on concrete floors and do not lean against concrete walls.

Wind:
Power outages may occur with as little as twenty-five mile per hour winds and can up-root trees with shallow roots. If an event has tents, be cautious of the stability of the structure. All tents must have a City permit, have 50# of weight per leg and be inspected by the PCMC Building Dept. Wind can pose a hazard to participants or spectators, and if the on-site event organizer determines that winds pose a life safety issue, then activities shall be suspended.

Hail:
Most hailstorms develop in the presence of cumulonimbus clouds and other severe weather phenomena. Hailstones can cause serious damage, notably to automobiles, aircraft, skylights, glass-roofed structures, and people. Hailstorms rarely last more than 15 minutes. Some safety tips for hailstorms that an on-site event organizer should know or may want to pass on to participants are as follows:
- If you are outside, get inside.
- If you cannot find shelter, at least find something to protect your head.
- Stay away from windows.

Excessive Heat:
Heat is the number one weather-related killer in the United States, resulting in hundreds of fatalities each year. On average, excessive heat claims more lives each year than floods, lightning, tornadoes, and hurricanes combined. In planning for outdoor activities during a heat wave, consider certain precautions, e.g., can the event be scheduled in the morning or evening hours when it is cooler? The on-site event organizer will offer or encourage participants to:
- Drink or have plenty of water available. Avoid alcoholic and high sugar drinks.
- Encourage participants to wear lightweight, light-colored, and loose-fitting clothing,
- Wear a wide-brimmed hat, sunglasses, and sunscreen.

Provide cooling places with misting stations.

Microburst Rainfall:
Microburst rainfalls occur within a plume of air with high amounts of moisture are directed around a cold-core low or tropical cyclone. Flash flooding can frequently occur in of slow-moving thunderstorms in urban environments where less plants and bodies of water are present to absorb and contain the extra water. Should excessive rainfall occur during an event, the on-site event organizer will:
- Listen to the radio or television for information.
- Be aware that flash flooding can occur. If the event site is in a low-lying area with the potential to flood, move immediately to higher ground.

PARK CITY MUNICIPAL CORPORATION
Special Event Hold Harmless and Indemnification Agreement

This Hold Harmless and Indemnification Agreement must be completed and returned to the Special Event Manager ten (10) working days prior to the event or the event will be cancelled.

PLEASE PRINT:

SUNDANCE INSTITUTE
Name of Business/Organization

SUNDANCE FILM FESTIVAL
Name of Special Event

JANUARY 28 – FEBRUARY 3, 2020
Date(s) of Event

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to Park City Municipal Corporation that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid legal agreement and binding on such party and enforceable in accordance with its terms.

The person signing this Agreement represents and warrants to Park City Municipal Corporation that it has insurance coverage in place that covers the scope of activities associated with this event. This person further represents and warrants that the insurance coverage limits meet or exceed the coverage required to obtain this permit.

For and in consideration of Park City Municipal Corporation (PCMC) issuing a permit permitting the use of City streets and/or City owned/public property for the conducting of an event to be held as reported above, hereby agrees to defend, hold harmless, and indemnify PCMC, its officers, agents, servants, employees, and their successors, from and against all claims, loss, or demands for damages, including claims for loss of life, personal injury or wrongful death and/or damage to property arising out of the conduct of said Special Event as defined by Title 4 of the Park City Municipal Code, and further agrees that Applicant is indemnifying and holding harmless PCMC irrespective of whether the scope or limits of Applicant's insurance policies adequately cover any of the aforementioned claims or demands.

SUNDANCE INSTITUTE
Name of Business/Organization

Signature

BETSY WALLACE
Name Printed

MANAGING DIRECTOR + CFO
Title

1500 KEARNS AVE, BLDG B 110
PARK CITY, UT
Address and Phone Number 801 201 9013

PARK CITY 1884

Park City Municipal Corporation

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

Special Event Permit Application

APPLICANT AGREEMENT & SIGNATURE			
I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.			
Name (Printed):	BETSY WALLACE		
Signature:	[signature]	**Date:**	11·21·2020

Operational Plan
The Ray Theatre
Theatre Details

Location - The Ray
1768 Park Ave.
Park City, UT

Vendor Deliveries

The Ray will begin accepting vendor deliveries on Jan. 18th and will continue off and on through setup and opening of the venue, January 28th.

Daily Schedule

- **January 28th-February 1st** - *8 AM-Midnight*
-

Production Timeline Dates to Note

Jan 18 - Modern Display Delivery (stanchions & tables)
Jan 25- The Ray sign Installation
Jan 28 - Theatre Opens
Feb 1 - Theatre Closes
Feb 2 - Loadout begins
Feb 2 - Vendor Pick-up
Feb 3 - The Ray sign Removal

Vendor Pick-up Dates

Feb 2nd from 9 am – 5 pm

Occupancy

50 (Including staff & volunteers)

Security

Sundance will contract all security needs from CMG. Security will begin Thursday, January 28th- Feb 1st. This position will aid in crowd management and will provide overall venue security during daily operations as well as perform security duties for all events. Security is there to ensure the safety of all persons, property, and equipment.

Janitorial
We will have a janitorial service that meets the COVID-19 protocols. We are in the process of securing their services.

Garbage
Sundance will arrange garbage pick-ups as necessary throughout the Load-in, Festival, and Load-out.

Recycling
Sundance will arrange recycling pick-ups as necessary throughout the Load-in, Festival, and Load-out.

Snow Removal
Sundance is responsible for all supplemental snow removal.

Signage - There will only be signage on the walkway to the venue or on clings on the windows and inside the venue. No signage in the parking lot.

Staff Parking- We will use our 17 spots located next to Walgreens.

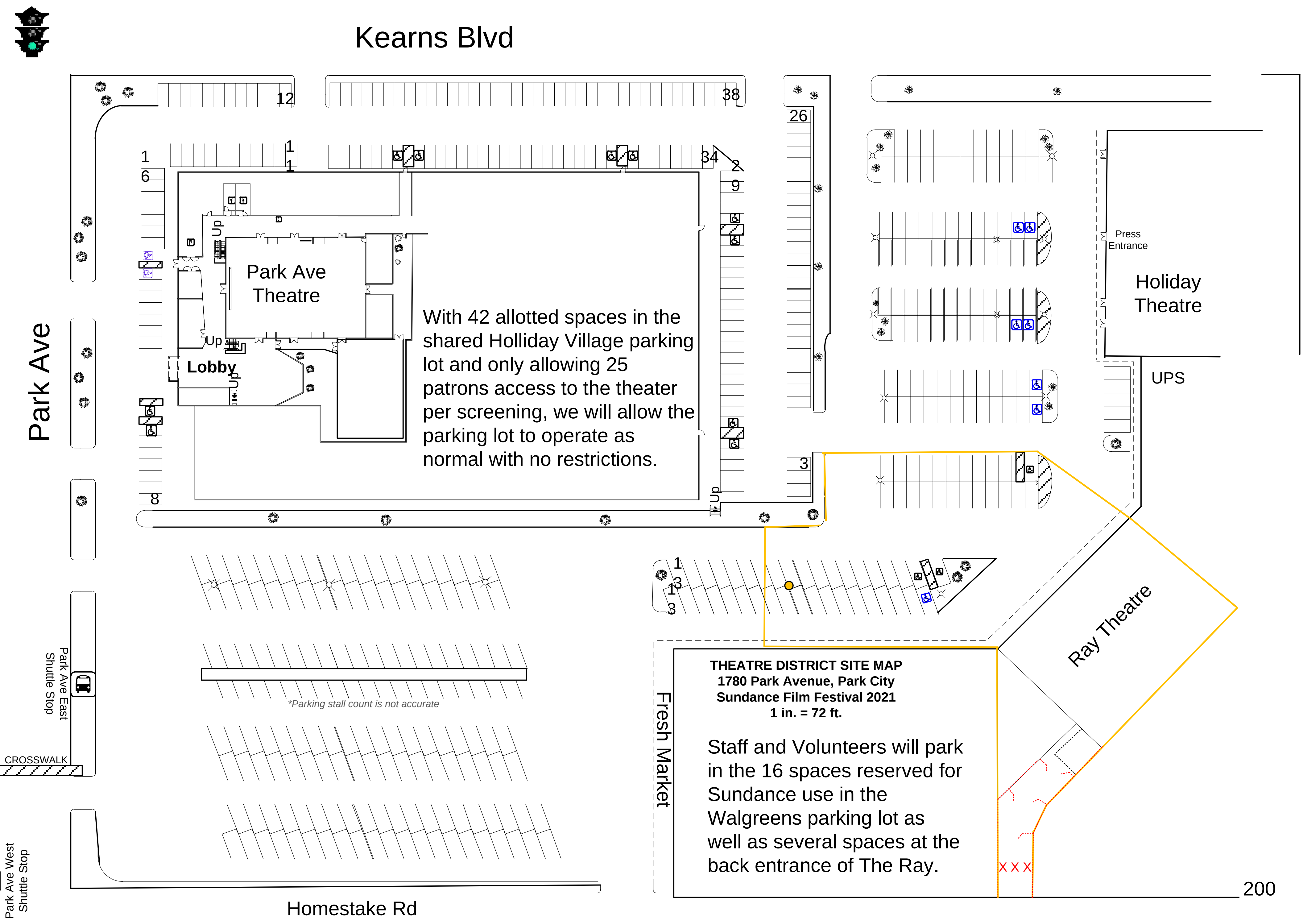
Patron Parking - We are not blocking or reserving any parking spot because the number of attendees is less than the number of parking spots we get with the building (#42) Attendees can park in any spots that are open in the lot. Same as when staff works out of The Ray pre-fest in past years.

Queuing- Our plan is to have patrons 6’ apart, masks required at all times while inside the building.

Contact Information

Sundance Institute

Venue Manager:	Andy Hecht (801) 674-3286
Manager, Operations	Jesse Schaefer (801) 604-4623
Sr. Manager Operations:	Al Bialick (435) 640-2681


Kearns Blvd
Park Ave
Park Ave Theatre
Lobby
Up
With 42 allotted spaces in the shared Holliday Village parking lot and only allowing 25 patrons access to the theater per screening, we will allow the parking lot to operate as normal with no restrictions.
Press Entrance
Holiday Theatre
UPS
Ray Theatre
Fresh Market
*Parking stall count is not accurate
Park Ave East Shuttle Stop
CROSSWALK
Park Ave West Shuttle Stop
Homestake Rd
THEATRE DISTRICT SITE MAP
1780 Park Avenue, Park City
Sundance Film Festival 2021
1 in. = 72 ft.
Staff and Volunteers will park in the 16 spaces reserved for Sundance use in the Walgreens parking lot as well as several spaces at the back entrance of The Ray.
X X X
12
38
26
34
29
16
11
8
3
13
13

City Council Dec 10th
Sundance Film Festival 2021

Dates of the festival: January 28 - February 3

Activation in Park City:

- Banners on Main Street (Install starting Jan 4th - Feb 15)
- Working on the Egyptian Marquee.
- The Ray Theater - In person screenings (Jan 28 - Feb 1)
- Sundance Morning Show live from LA each morning (Friday Jan 29 - Wednesday Feb 3. Our team would like to check in on the live webcams on Main and if there is a mountain cam or scenery cam to keep connection with our Home for the Festival in Park City. Our content team is asking for access to those cameras for morning check-ins.

Other live events:

- Besides The Ray theatre there will be no other theaters in Park City.
- Because of Covid-19 there will be no live parties, no Main Street venues for Festival or for our Sponsors.
- Sponsors and large corporations are not traveling for activations/events. Budgets have been cut.
- Acura is requesting to have 2 Display Sponsor cars positioned in front of the Eqyptian and in Miners Park. We would need snow removal for car placement in Miners Park and then what would be required for snow removal on Main Street for the car in front of Egyptian?
- Sundance is not encouraging filmmakers to travel so unless there are local films there is likely no talent or filmmakers in town.

Transportation (bus)

- No additional bus service needed for the festival from the City. Sundance will not be supplementing bus service.

The Ray Theater

- Schedule Times for 22 screenings

The Ray				
Thursday 28	Friday 29	Saturday 30	Sunday 31	Monday 1
	9:00 AM	9:00 AM	9:00 AM	9:00 AM
	12:30 PM	12:30 PM	12:30 PM	12:30 PM
	4:00 PM	4:00 PM	4:00 PM	4:00 PM
5:00 PM	7:30 PM	7:30 PM	7:30 PM	7:30 PM
9:00 PM	11:00 PM	11:00 PM	11:00 PM	11:00 PM

- Meeting and or exceeding all Covid-19 protocols (Link here for Health Dept event template doc)
- Limited seating with social distancing. 6' or more around every patron or family pod.
- Required Masks inside the building and theater at all times
- No food or beverages allowed in the theater.
- Gathering info from attendees for contact tracing.
- Patron Capacity #25
- #'s of Staff/Volunteers: 5 Institute/Festival Staff, 9 Volunteers per day
- The Ray sign install/removal (Jan 25th? / February 3rd)
- Environmental signage approval with City; Proofs to be shared with City 12/23
- Approx Install and removal: Install Friday, January 22; Strike Tues/Weds. February 2/3
- Parking lot - Sundance will not install any tents in The Ray parking lot or Holiday parking since we are not using the Holiday Cinemas. All lines of #25/#50 people will be social distance by 6' feet inside the building..

COVID-19 EVENT MANAGEMENT TEMPLATE

In accordance with the state of Utah COVID-19 Transmission Index, formal organizations are required to complete the following event management template to assist in their efforts to plan and execute a safe event. This document must be kept and available for inspection by the local health officer or their designee

EVENT DETAILS

Event Name:	Sundance Film Festival		
Event Location:	The Ray 1768 Park Ave	Park City	84060
	Address	*City*	*Zip*
Party Responsible for Organizational Oversight:	1500 Kearns Blv. Suite B110	Park City	84060
	Address	*City*	*Zip*
	Jesse_Schaefer@Sundance.org		435.658.3456
	Email Address		*Phone*
Event Date(s):	January 28th 2021	February 1st 2021	
	Start Date	*End Date*	
Anticipated Number of Attendees:	25 per screening/5 screenings a day	625 Patrons	
	Per Day Total	*Grand Total*	

Event Type

- ☒ Static: *events where the attendees primarily enter, watch and depart*
- ☐ Interactive: *events where attendees create a traffic flow and interact with each other*
- ☐ Participant: *events where attendees primarily participate in an activity or production*
- ☐ Community: *events with many activities and populations centers and likely a random traffic pattern*

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:

- ☒ Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible
- ☒ Face coverings are worn in settings where other social distancing measures are difficult to maintain (exception for performers during performance)
- ☒ Ensure that face coverings are available
- ☒ Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customers
- ☒ Comply with distancing and hygiene guidelines

Keep a record of Attendees:

Please describe how you will record the name and contact information for each attendee, along with seating assignments or designated sitting/standing areas, to help identify and contact potential exposures.

All answers are in a supplemental document.

Physical Distancing

Follow physical distancing requirements according to the Transmission Index. A 6-foot distance is strongly recommended between household groups at all times, including while seated, even if not required by the Transmission Index level your county is in. Congregating at any point is strongly discouraged. Please describe your plan to maintain appropriate physical distancing throughout the event.

Attendees at Increased Risk for Severe Illness from COVID-19

Please describe your plan to accommodate higher-risk attendees, such as setting an established window of time for higher-risk groups to come in without pressure from crowds and/or separate entrances and queues.

Signage

Post signage listing COVID-19 symptoms, asking attendees with symptoms to stay home, and encouraging physical distancing. Please describe your plan to maintain signage, including the number of anticipated signs and their locations.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops, and comply with other retail recommendations. Please describe your plan for payment if relevant.

Hygiene & Sanitization

Please describe your plan to provide hygiene and regular sanitization throughout the event.

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

Signature

Please provide the signature of the organizational representative who will be responsible for ensuring event oversight.

Printed Name	*Title*
Signature	*Date*

Keep a record of Attendees

Please describe how you will record the name and contact information for each attendee, along with seating assignments for designated sitting/standing areas, to help identify and contact potential exposures.

- All pass holders will via the Sundance portal request to attend an in-person screening. This is where we capture their contact information. We will use this information to cross-reference the pass holders who arrive at the theater. This data will be in the hands of our Health Safety Team and will be available upon request.
- All ticket holders will have to purchase tickets through (To Be Determined). This is where we capture their contact information. We will use this information to cross-reference the ticket holders who arrive at the theater. This data will be in the hands of our Health Safety Team and will be available upon request.

Physical Distancing

Follow physical distancing requirements according to the Transmission Index. A 6-foot distance is strongly recommended between household groups at all times, including while seated, even if not required by the Transmission Index level your county is in. Congregating at any point is strongly discouraged. Please describe your plan to maintain appropriate physical distancing throughout the event.

- A 6-foot distance minimum will be required between attendee groups from separate households. In queuing areas, stanchions and signage will help inform patrons of these distances. Additionally, theater staff will assist with reminding patrons of this requirement.
- Patron seating will be scattered in the theatre to ensure there is a distance of at least six feet between patrons. Patrons in the same household may sit in adjacent seats in groups of up to four people. Theater seats in use will be marked off in advance of each screening by the theater team to ensure proper distancing and to avoid confusion around which seats are available.
- The 6-foot distancing guideline is also required for all staff including back of house operations. Theater assignments are being created to ensure distance is kept between all staff at all times.

Attendees at Increased Risk for Severe Illness from COVID-19

Please describe your plan to accommodate higher-risk attendees, such as setting an established window of time for higher-risk groups to come in without pressure from crowds and/or separate entrances and queues.

- We encourage anyone who is at increased risk for severe illness from COVID-19 to enjoy the 2021 Sundance Film Festival on our digital platform in the safety of their home.
- However, we will have a specified flow for attendees at increased risk including a waiting space, seating area, and building entrance for these attendees separate from the main patron path. Patrons who wish to utilize this separate flow can contact our health safety team directly at SFF21Covidhealthsafety@sundance.org.

Signage

Post signage listing COVID-19 symptoms, asking attendees with symptoms to stay home, and encouraging physical distancing. Please describe your plan to maintain signage, including the number of anticipated signs and their locations.

Sundance will post various information regarding COVID health safety on our festival website and onsite at the Ray Theatre. This information will inform patrons of the following:

- If they are displaying ANY symptoms (per CDC guidance) to stay home and NOT attend any event
- Overview of our safety protocols:
    - Masks mandatory at all times while attending any in-person events
    - Keep the proper social distance between other people at all times (while in line/queuing, moving about the venue, etc.)
    - Wash hands frequently and/or use hand sanitizer (hand sanitizing stations will be provided throughout the venue)
- Floor marking decals and stanchion topper signs identifying the specific spots for patrons to stand/queue in line at a safe distance (6' distance +)
- Additional signage in the theater house notifying patrons that masks must be worn at all times during screenings
- Onsite at the Ray Theatre, this information will be displayed via physical signage and digital screens

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops, and comply with other retail recommendations. Please describe your plan for payment if relevant.

- For all patrons, purchasing tickets will be done before arriving onsite through our (To Be Determined) system. After purchasing, patrons will receive a unique identifier (i.e. QR code) which will be scanned onsite by theater staff.
- Concessions, merchandise, and other purchase options typical for the Festival will be suspended for this year.

Hygiene & Sanitation

Please describe your plan to provide hygiene and regular sanitization throughout the event.

- Touchless hand sanitizing stations located around the building will be available for both patrons and staff. These stations will be monitored by theater staff and filled with sanitizer, as needed.
- We will be contracting with Enviro Masters cleaning/disinfecting services to conduct a once a day full disinfecting operation for the 5 days of the festival. We will cover the entire theater house (seats, handrails, etc.), bathrooms, patron queuing line area, and all other high traffic/touch point areas. Enviro Masters will use a hydrostatic gun to spray these areas, using EPA/CDC approved COVID-19 killing products
- Theater staff will conduct additional spot disinfecting of all high touch point areas every day in between screenings

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

- We will be screening all staff & volunteers prior to each shift, administering temperature checks, and requiring everyone to complete a symptoms check/exposure questionnaire
- We will alternate the rows of theater seats used for each screening, so no seats will be used in back to back screenings to allow for additional time between use to reduce touch exposure potential

SUNDANCE INSTITUTE PRESENTS SUNDANCE FILM FESTIVAL 2021

Park City Municipal
All Official Festival Sponsors

(as of December 4, 2020)

Presenting Sponsors
Acura
Chase Sapphire®
SundanceTV
Adobe

Leadership Sponsors
Amazon Studios
AT&T
DoorDash
Dropbox
Netflix
Omnicom
Southwest Airlines
WarnerMedia

Sustaining Sponsors
AMC Networks
Audible
Canada Goose
Canon U.S.A., Inc.
Dell Technologies
Documentary+
GEICO
IMDbPro
Stella Artois®
Unity Technologies
University of Utah Health
White Claw Hard Seltzer
Zoom

Media Sponsors
The Atlantic
IndieWire
Los Angeles Times
The New York Times
NPR
Variety
Vulture
The Wall Street Journal

No Sponsor Venues or Partner Private Venues - Under Master Festival License

Satellite Screenings and/or other Programming locations

(as of December 4, 2020)

Alabama: Birmingham with Sidewalk Film Festival
Sidewalk Film Center, Sidewalk Drive-In

Arizona: Tucson with The Loft Cinema
The Loft Open Air Cinema

California:
Montclair with American Cinematheque
Mission Tiki Drive-In
Pasadena with the Rose Bowl Stadium
Rose Bowl Drive-In
San Francisco with The Roxie Theater
Roxie Theater, Fort Mason Drive-In

Colorado: Denver with Denver Film
Sie FilmCenter

Florida:
Key West with Tropic Cinema
Tropic Cinema, The Key West Lighthouse, The Truman Little White House, The Ernest Hemingway House and Museum
Miami with Third Horizon and O Cinema
South Miami-Dade Cultural Arts Center

Georgia:
Atlanta with Atlanta Film Society
The Plaza Theater, Plaza Drive-In, Dad's Garage Drive-In
Macon with Macon Film Festival
Douglass Theatre

Hawaii: Honolulu with Doris Duke Theatre at the Honolulu Museum of Art (HoMA)

Iowa: Iowa City with FilmScene
FilmScene at The Chauncey

Kansas: Wichita with mama.film
mama.film microcinema, Wichita Art Museum, Groover Labs

Kentucky: Louisville with The Speed Art Museum
Speed Art Museum

Louisiana: New Orleans with New Orleans Film Society
The Broad Theater

Maryland: Baltimore with Maryland Film Festival
Stavros Niarchos Foundation Parkway Theater

Massachusetts: Brookline with Coolidge Corner Theatre
Coolidge Corner Theatre

Michigan: Detroit with Cinema Detroit

Minnesota: Minneapolis-St. Paul with FilmNorth
Riverview Theater

New York: Pleasantville with The Jacob Burns Film Center
Jacob Burns Film Center & Media Arts Lab

Ohio: Columbus with Gateway Film Center
Gateway Film Center

Oklahoma: Tulsa with Circle Cinema
Circle Cinema, Circle Cinema Drive-In, Admiral Twin Drive-In, Philbrook Museum, OSU-Tulsa, Tulsa University, Gilcrease Museum

Pennsylvania: Philadelphia with BlackStar Film Festival

Puerto Rico: San Juan with Asociación de Documentalistas de Puerto Rico (AdocPR)
Museo de Arte de Puerto Rico (MAPR)

South Carolina: Columbia with **The Luminal Theater**
Spotlight Cinemas Capitol 8

Tennessee:
Memphis with **Indie Memphis**
Malco Summer Drive-In
Nashville with **Belcourt Theatre**
Belcourt Theatre

Texas:
Austin with **Austin Film Society**
AFS Cinema
Dallas with **Aviation Cinemas**
Texas Theatre
Houston with **Houston Cinema Arts Society**
MoonStruck Drive-In, DeLUXE Theater

Utah:

Park City

The Ray

Salt Lake City with **Salt Lake Film Society**

Washington:

Seattle with **Northwest Film Forum**

City Council
Staff Report

Subject: **Outdoor Lighting Amendments**
Application: **PL-20-04545**
Authors: **Rebecca Ward; Elizabeth Jackson**
Date: **December 10, 2020**
Type of Item: **Legislative – Land Management Code Amendment**

PARK CITY
1884
PLANNING DEPARTMENT

Recommendation

Staff recommends the City Council continue the agenda item to January 21, 2021, pending further Planning Commission review.

Description

Applicant:	Planning Department
Zoning District:	Citywide
Reason for Review:	The Commission has the primary responsibility of reviewing LMC amendments and forwarding a recommendation for City Council's consideration. The City Council holds a public hearing and takes Final Action on LMC amendments.

Summary

The City's outdoor lighting regulations have not been updated since 1998. The proposed amendments align the City's outdoor lighting regulations with Summit County's recently updated outdoor lighting code, and the International Dark-Sky Association standards, but are tailored for the City's Historic Districts, the resort season, outdoor lighting on Ridge Line Areas and Steep Slopes, and community compliance.

On September 9, 2020, the Planning Commission conducted a work session and provided initial input on the proposed outdoor lighting updates (Staff Report; Meeting Minutes, p. 7).

On November 11, 2020, the Planning Commission considered the proposed amendments, requested more information on public safety, streetlights, and seasonal lighting on Main Street, and continued the public hearing to December 9, 2020 (Staff Report).

The Planning Commission discussed the outdoor lighting code on December 9, 2020, and will review the proposed code again on January 13, 2021 (Staff Report).

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: December 10, 2020
Submitted by: Josh Miller
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance 2020-52, an Ordinance Amending the Impact Fee Facilities Plan and Impact Fee Analysis for Parks, Recreation, Trails, Open Space, Public Safety, and Roadways and Amending Title 11, Chapter 13 of the Municipal Code of Park City, Utah, Setting Forth the Assessment and Calculation of Impact Fees
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Impact Fee Staff Report

Exhibit A: Ordinance 2020-52

Exhibit B: Impact Fee Analysis Parks, Trails, and Open Space

Exhibit C: Impact Fee Analysis Public Safety

Exhibit D: Impact Fee Analysis Roadway Facilities

Exhibit E: Impact Fee Facilities Plan Parks, Trails, and Open Space

Exhibit F: Impact Fee Facilities Plan Analysis Public Safety

Exhibit G: Impact Fee Facilities Plan Roadway Facilities

City Council
Staff Report

Subject:	**Impact Fee Adoption**
Author:	**Josh Miller & Jed Briggs**
Department:	**Budget, Debt, and Grants**
Date:	**December 10, 2020**
Type of Item:	**Informational/Legislative**

Summary
Amend Park City's Impact Fee Ordinance, Municipal Code (MCPC) Title 11, Chapter 13, as described in this report and its attachments, and approve the Impact Fee Facilities Plan (IFPP) and Impact Fee Analyses (IFAs) for Parks, Trails and Open Space, Public Safety, and Streets. Adopting new impact fees is a proactive step to further Park City's attempt to have development pay for its impacts.

Background
A municipal impact fee is a one-time payment imposed upon new development to help mitigate some of the impacts of development on public infrastructure. Impact fees may only be used to finance capital facility costs and not to fund ongoing operations or maintenance. Park City currently splits its impact fees into separate fee schedules: (1) parks, trails, and open space, (2) public safety, (3) transportation (streets and roadway); and (4) water fees.

An Impact Fee Facilities Plan (IFFP) is an analysis of the current level of service provided by public facilities to existing residents, and how that service will be impacted by future growth. Thus, depending on the calculated level of service and planned capital facilities or projects, fees go up and down. The last IFFP was carried out in 2005.

The Impact Fee Analyses (IFA) describes what portions of the anticipated infrastructure projects are attributable to new development and identifies how the impact fee is calculated. The IFFP and IFA(s) are not required to be prepared by an independent expert; however, using an expert is recommended, given the level of complexity.

The IFFP for transportation impact fees is a technical document prepared by engineers. The City's Engineering and Transportation Planning departments worked with TO Engineers to prepare their IFFP. The Budget department worked with Zions Public Finance to prepare the IFFPs for the Parks, Trails, and Open Space and Public Safety Impact Fees. Zions prepared all the IFAs. On November 4, 2020, Park City published a notice of intent to amend the IFFP's and IFA's per Utah Code § 11-36A-501 and 503. Subsequently, staff also met with the local homebuilders association in order to provide additional community engagement and stakeholder outreach.

Analysis
It has been several years since PCMC updated its non-water impact fees. Accurate impact fees are important to Park City's ability to help mitigate some of the impacts of

new development and redevelopment. The table below shows Park City's current impact fee schedule along with a potential maximum and recommended amount for each impact fee.

Impact Fee Comparison Table									
	Parks, Trails, Open Space			Police			Roadway		
	Current Fee	New Maximum	Recommended Fee	Current	New Maximum	Recommended	Current	New Maximum	Recommended
Single Family									
Average Unit	$3,855.00	$4,611.38	$4,611.38	$605.00	$306.21	$306.21	$315.00	$703.55	$703.55
Unit less than 3,000 SF	$1,925.00	$4,611.38	$4,611.38	$300.00	$306.21	$306.21	$155.00	$703.55	$703.55
Unit more than 5,000 SF	$5,780.00	$4,611.38	$4,611.38	$910.00	$306.21	$306.21	$470.00	$703.55	$703.55
Duplex & Multi-Family									
Average Unit	$3,150.00	$5,190.13	$5,190.13	$495.00	$306.21	$306.21	$290.00	$405.44	$405.44
Unit less than 2,000 SF	$1,575.00	$5,190.13	$5,190.13	$245.00	$306.21	$306.21	$145.00	$405.44	$405.44
Unit more than 4,000 SF	$4,725.00	$5,190.13	$5,190.13	$740.00	$306.21	$306.21	$435.00	$405.44	$405.44
Hotel Room									
Average Unit	$2,005.00	$1,997.64	$1,997.64	$315.00	$683.20 per 1,000 SF	$683.20 per 1,000 SF	$170.00	$623.06	$623.06
Unit less than 750 SF	$1,000.00	$1,997.64	$1,997.64	$155.00	$683.20 per 1,000 SF	$683.20 per 1,000 SF	$85.00	$623.06	$623.06
Unit more than 2,000 SF	$3,005.00	$1,997.64	$1,997.64	$470.00	$683.20 per 1,000 SF	$683.20 per 1,000 SF	$255.00	$623.06	$623.06
Commercial per 1,000 SF	NA	$1,866.95	$1,866.95	$555.00	$683.20	$683.20	$410.00	$1,857.00	$725.00
Light Industrial per 1,000 SF	NA	NA	NA	$445.00	$683.20	$683.20	$320.00	$251.16	$251.00

As seen in the table above, residential and hotel fees are changing to a single unit fee charge. Since the inception of impact fees in Park City, the fees have been charged based on thresholds of building square footage. However, Zion's recommends changing to a single unit charge for residential, a mix of per unit charges and square foot charges for hotel construction, and a square foot charge for non-residential construction. This is based on the most effective way to calculate the impact fees as well as what is common amongst other municipalities.

The IFA's and IFFP's offer the maximum fees Park City would be able to charge for each impact fee related category. Many communities choose to adopt each maximum fee and Park City has chosen to do so except the Roadway fee for commercial construction because there is a wide variance for commercial land usage. Zion's recommends this type of calculation methodology for commercial to better encapsulate the various construction types.

Parks, Trails, and Open Space
Park City is well known as a vibrant source of recreation and outdoor opportunities. In order to maintain the existing level of recreation service, the City needs to account for future growth. Although the local resident population in Park City remains stagnant, the City's "service population," which includes secondary homeowners and daily visitors, continues to grow. As a result of this growth, more parks and trails are needed to maintain existing service levels. Park City has also made investing in open space a priority in recent years. Because open space is a significant cost factor for calculating the Parks, Trails, and Open Space impact fee, the fee is recommended to increase.

The impact fee study includes an analysis of facility costs of parks, trail miles and trail structures, recreation buildings and open space purchases to measure levels of service. The costs are then computed with a future estimated service population and average household size to provide a maximum impact fee.

Staff is also recommending charging a new parks impact fee for commercial development. The logic here is that employees of Park City businesses are also using the City's parks, trails, and open spaces. While the fee calculation is based off of Park City's service population, it also includes the number of daily employees in Park City based on the 2018 American Community Survey. Because it is difficult to allocate this type of population to commercial development, Zions used a conservative calculation of one employee for every 1,000 sf of commercial building space. For reference, other industries are estimated around the following ranges; Office: 200 sf per employee, Retail: 450-650 sf per employee, and industrial/business park 600-1500 sf per employee. When Snyderville Basin Recreation District did their impact fee study in 2014, they used 1,113 sf of commercial space per employee. The Snyderville Basin Recreation District impact fee study is available at the following link.

Public Safety

As new development and growth occur, additional public safety facilities are needed. One way of measuring the increased demand for public safety is through the number of calls for service. In the public safety impact fee study, calculations were based on dispatch call data provided to Park City by the Summit County Sherriff's office. The calls then factor in public safety facility costs to provide a cost per call. Because public safety service calls are not distinguished by industry, the cost per call is the same for residential, commercial, and institutional construction.

While the cost of public safety service remained fairly steady, the ratio between residential and non-residential changed, thus, the impact fee study suggests decreasing the residential impact fee and increasing the non-residential fee.

Transportation (Roadways & Streets)

Impact to Park City roadways is measured by average daily trips (ADTs) by vehicles within City boundaries. ADT's are calculated along with the cost of future roadway construction projects to compute a cost per trip estimate. The cost per trip is then categorized by industry using broadly accepted engineering standards.

While the consultants calculated a cost per trip, the average number of trips per land use type is taken from the Institute of Transportation Engineers (ITE) Manual. The impact fee is calculated by multiplying cost per trip by the number of trips per land use.

The new calculated maximum fees are generally higher than the current fee. The maximum fee for commercial is dramatically higher based on the study's calculations. However, the consultants found the fee in line with other municipal impact fees in the state. In addition, TO was able to derive transportation impact fees for all types of businesses.

Supplemental

Staff plans to return with an update to the Streets impact fee once the new Transportation Master Plan is adopted. Streets projects are only included in the impact fee analysis when there is certainty the project will happen. Otherwise, the City would have to remove the project from the analysis. There are several potential transportation projects in the conceptual phase that could be included once the new plan is adopted.

The City's current water impact fees are valid through 2023 and were adopted by ordinance on 9/25/2014.

Exhibits:
A – Impact Fee Ordinance
B – Impact Fee Analysis Parks, Trails, and Open Space
C – Impact Fee Analysis Public Safety
D – Impact Fee Analysis Roadway Facilities
E – Impact Fee Facilities Plan Parks, Trails, and Open Space
F – Impact Fee Facilities Plan Analysis Public Safety
G – Impact Fee Facilities Plan Roadway Facilities

Ordinance No. 2020-52

AN ORDINANCE AMENDING THE IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS FOR PARKS, RECREATION, TRAILS, OPEN SPACE, PUBLIC SAFETY, AND ROADWAYS AND AMENDING TITLE 11, CHAPTER 13 OF THE MUNICIPAL CODE OF PARK CITY, UTAH, SETTING FORTH THE ASSESSMENT AND CALCULATION OF IMPACT FEES

WHEREAS, Park City Municipal Corporation is a political subdivision of the state of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City Council has caused an Impact Fee Study and Analysis to be completed for the City and consistent with the Impact Fees Act Section 11, Chapter 36 Parts 101-401, Utah Code Ann.; and

WHEREAS, the Impact Fee Study contains an analysis and an executive summary that clearly defines the methodology by which the impact fees have been calculated and which identifies the impact upon parks, trails, open space, police facilities, and roadway systems required by the development activity and demonstrates how those impacts on system improvements are reasonably related to the development activity; and

WHEREAS, a public hearing was duly noticed and held at the regular scheduled City Council meeting of December 10, 2020;

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

SECTION 1. PURPOSE. This Impact Fee Ordinance is promulgated pursuant to the requirements of the Impact Fees Act, Utah Code Annotated § 11-36-1 01- 401 (the "Act"). The purpose of this ordinance is to provide for the generation of sufficient revenue to pay the costs of capital projects and debt service related to or required due to new development.

SECTION 2. IMPACT FEE ANALYSIS ADOPTED. The November 2020 Impact Fee Study and Analysis generated by the City pursuant to the Act is hereby adopted.

SECTION 3. AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY, UTAH ADOPTED - (A) Amendment to 11-13-2, Assessment and Calculation of Impact Fees. The City shall collect the following Impact Fees:

	Parks, Trails, Open Space	Police	Roadway Facilities	Total
Single Family				
~~Unit less than 3,000 sq. ft.~~ Per Unit	~~$1,925.00~~ $4,611.38	~~$300.00~~ $306.21	~~$155.00~~ $703.55	~~$2,380.00~~ $5,621.14
~~Unit 3,000 - 5,000 sq. ft.~~	~~$3,855.00~~	~~$605.00~~	~~$315.00~~	~~$4,775.00~~
~~Unit more than 5,000 sq. ft.~~	~~$5,780.00~~	~~$910.00~~	~~$470.00~~	~~$7,160.00~~
Duplex & Multi-Family				
~~Unit less than 2,000 sq. ft.~~ Per Unit	~~$1,575.00~~ $5,190.13	~~$245.00~~ $306.21	~~$145.00~~ $405.44	~~$1,965.00~~ $5,901.78
~~Unit 2,000 - 4,000 sq. ft.~~	~~$3,150.00~~	~~$495.00~~	~~$290.00~~	~~$3,935.00~~
~~Unit more than 4,000 sq. ft.~~	~~$4,725.00~~	~~$740.00~~	~~$435.00~~	~~$5,900.00~~
Hotel Room				
~~Unit Less Than 750 sq. ft.~~ Per Unit	~~$1,000.00~~ $1,997.64	~~$155.00~~ $683.20 per 1,000 sq. ft.	~~$85.00~~ $623.06	~~$1,240.00~~ $2,620.70 per unit Plus $683.20 per 1,000 sq. ft.
~~Unit 750 - 2,000 sq. ft.~~	~~$2,005.00~~	~~$315.00~~	~~$170.00~~	~~$2,490.00~~
~~Unit more than 2,000 sq. ft.~~	~~$3,005.00~~	~~$470.00~~	~~$255.00~~	~~$3,730.00~~
Commercial per 1,000 sq. ft.	~~NA~~ $1,866.95	~~$555.00~~ $683.20	~~$410.00~~ $725.00	~~$965.00~~ $3,275.15
Light Industrial per 1,000 sq. ft.	NA	~~$445.00~~ $683.20	~~$320.00~~ $251.16	~~$765.00~~ $934.20
~~Additions~~				
~~Single Family~~				
~~0-500 Square Feet~~	~~NA~~	~~NA~~	~~NA~~	~~$0.00~~
~~501-1500 Square Feet~~	~~$480.00~~	~~$75.00~~	~~$35.00~~	~~$590.00~~
~~1501-3000 Square Feet~~	~~$960.00~~	~~$150.00~~	~~$75.00~~	~~1,185.00~~
~~3001-5000 Square Feet~~	~~$1,925.00~~	~~$300.00~~	~~$155.00~~	~~2,380.00~~
~~More than 5000 Square Feet~~	~~$3,855.00~~	~~$605.00~~	~~$315.00~~	~~$4,775.00~~
~~Duplex & Multi~~				

~~Family (per unit)~~				
~~0-500 Square Feet~~	~~NA~~	~~NA~~	~~NA~~	~~0~~
~~501-1000 Square Feet~~	~~$390.00~~	~~$60.00~~	~~$35.00~~	~~$485~~
~~1001-2000 Square Feet~~	~~$785.00~~	~~$120.00~~	~~$70.00~~	~~$975~~
~~2001-4000 Square Feet~~	~~$1,575.00~~	~~$245.00~~	~~$145.00~~	~~$1,965.00~~
~~More than 4000 Square Feet~~	~~$3,150.00~~	~~$495.00~~	~~$290.00~~	~~$3,935.0~~0
~~Hotel Room (per unit)~~				
~~0-200 Square Feet~~	~~NA~~	~~NA~~	~~NA~~	~~0~~
~~201-750 Square Feet~~	~~$500.00~~	~~$75.00~~	~~$40.00~~	~~$615.00~~
~~751-2000 Square Feet~~	~~$1,000.00~~	~~$155.00~~	~~$85.00~~	~~$1,240.00~~
~~More than 2000 Square Feet~~	~~$2,005.00~~	~~$315.00~~	~~$170.00~~	~~$2,490.00~~
~~Commercial (per sq. ft.)~~	~~NA~~	~~$0.55~~	~~$0.41~~	~~$0.96~~
~~Light Industrial (per sq. ft.)~~	~~NA~~	~~$0.44~~	~~$0.32~~	~~$0.76~~

PASSED AND ADOPTED this 10th day of December, 2020.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Andy Beerman

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____

City Attorney’s Office

Park City

DRAFT Parks, Recreation, Trails and Open Space Impact Fee Analysis

ZIONS PUBLIC FINANCE, INC.

November 24, 2020

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Summary of Impact Fee Analysis (IFA)

Park City ("City") has has determined that there is one service area citywide for parks, recreation and trails, and that there is no excess capacity in any of its parks, recreation or trails facilities but there is excess capacity in its Ice Arena and the PC MARC. Only residential development is considered to create demand for parks, trails and recreation facilities and therefore only residential growth has been considered in the determination of impact fees.

Projections for population growth in the City are as follows:

TABLE 1: PROJECTED POPULATION GROWTH, 2020-2030

Year	Population	Service Population
2020	8,320	37,770
2021	8,348	38,456
2022	8,376	39,154
2023	8,404	39,865
2024	8,432	40,589
2025	8,460	41,326
2026	8,488	42,076
2027	8,516	42,840
2028	8,544	43,618
2029	8,572	44,410
2030	8,600	45,215
2031	8,629	46,036
2032	8,658	46,872
2033	8,687	47,723
2034	8,716	48,589
2035	8,745	49,471
2060	17,722	80,452

Source: Park City. Service population includes residents, employees and visitors

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity - *Utah Code 11-36a-304(1)(a)*

The IFFP considers only *system* facilities in the calculation of impact fees. For the City, this has been determined to mean community and neighborhood parks. Local parks are considered *project* improvements and have not been included in the calculation of impact fees.

Existing service levels are based on the (2020) levels of service in the City for both parks and trails. Existing and proposed service levels are shown in the table below on both a *unit* and *dollar amount* basis.

TABLE 2: EXISTING AND PROPOSED SERVICE LEVELS

Service Levels	Existing	Proposed	Existing	Proposed
Acres per 1000 Service Population/ Amount per Service Population	2.103	2.103	$676.18	$676.18
Trail Feet per Service Population/ Amount per Service Population	27.40	27.40	$201.86	$201.86
Trail Structures			$356.95	$356.95
Ice Arena			$90.02	$42.26
PC Marc			$278.00	$130.51
Open Space			$2,788.20	$2,788.20

Impact on System Improvements by Anticipated Development Activity - *Utah Code 11-36a-304(1)(b)*

The table below shows the declining service levels that would occur in Park City, due to population growth, if no new facilities are added. Each of these declining service levels is discussed in more detail in the body of this report.

TABLE 3: IMPACTS TO SERVICE LEVELS DUE TO NEW DEVELOPMENT IF NO IMPROVEMENTS ARE MADE

	2020 Service Level – Units	2030 Service Levels - 2030	Investment LOS 2020	Investment LOS 2030
Acres per 1000 Service Population/ Amount per Service Population	2.103	1.756	$676.18	$564.84
Trail Feet per Service Population/ Amount per Service Population	27.40	22.89	$201.86	$168.62
Trail Structures			$356.95	$298.18
Ice Arena			$90.02	$75.20
PC Marc			$278.00	$232.22
Open Space			$2,788.20	$2,329.10

Relationship of Anticipated Impacts to Anticipated Development Activity - *Utah Code 11-36a-304(1)(c)*

The demand placed on existing public park facilities by new development activity is attributable to population growth. Park City has a 2020 service population of 37,770 and, as a result of anticipated development activity, will grow to a projected 45,215 by 2030 – a service population increase of 7,445 persons. As growth occurs as a result of increased development activity, more parks and trails are needed to maintain existing service levels and to reach proposed service levels. However, there is sufficient capacity in the Ice Arena and PC MARC to serve the community through buildout.

In order to maintain the existing level of service, the projected new development over the next ten years will require the construction of new facilities or the consumption of excess capacity in the amount of $31,238,953.67.

TABLE 4: NEW FACILITIES NEEDED TO MEET THE DEMANDS OF NEW GROWTH

	New Investment	Cost of Capacity Consumed	TOTAL
Parks	$5,034,169.71		$5,034,169.71
Trails	$1,502,861.06		$1,502,861.06
Trail Structures*	$2,657,492.45		$2,657,492.45
Ice Arena		$314,634.81	$314,634.81
PC MARC		$971,666.34	$971,666.34
Open Space	$20,758,129.29		$20,758,129.29
TOTAL	$29,952,652.52	$1,286,301.15	$31,238,953.67

*Trail structures includes all trailheads, boardwalks and over/underpasses for trails. The "Trails" category includes trail miles only.

Proportionate Share Analysis - *Utah Code 11-36a-304(1)(d)(i)(ii)*

Costs Reasonably Related to New Development Activity

The cost of new system improvements required to maintain the service levels related to new development activity are based on the costs of system-wide facilities, and the consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

TABLE 5: CALCULATION OF GROSS IMPACT FEE

Summary	
Parks	$676.18
Trails	$201.86
Trail Structures	$356.95
Ice Arena	$42.26
PC MARC	$130.51
Open Space	$2,788.20
Consultant Costs	$1.07
Fund Balance Credit	($324.18)
TOTAL Gross Fee per Service Population	$3,872.85

Credits must be made for the outstanding bonds that were issued to fund open space. Details regarding the bonds are included in the body of this report. A summary of the bond credits is as follows:

TABLE 6: CREDITS FOR OUTSTANDING BONDS

Year	Total	Service Population	Payment per Service Population	NPV per Service Population
2021	$6,686,450	37,770	$177.03	$1,795.51
2022	$7,236,550	38,456	$188.18	$1,681.33
2023	$7,571,050	39,154	$193.37	$1,551.99
2024	$7,919,400	39,865	$198.66	$1,412.95
2025	$7,244,600	40,589	$178.49	$1,263.75
2026	$6,311,700	41,326	$152.73	$1,129.49

Year	Total	Service Population	Payment per Service Population	NPV per Service Population
2027	$6,610,250	42,076	$157.10	$1,016.29
2028	$6,905,800	42,840	$161.20	$894.76
2029	$7,213,100	43,618	$165.37	$764.88
2030	$7,211,450	44,410	$162.38	$626.28
2031	$6,985,300	45,215	$154.49	$485.82
2032	$7,232,050	46,036	$157.10	$348.33
2033	$4,830,000	46,872	$103.05	$203.42
2034	$4,977,500	47,723	$104.30	$107.50
2035	$350,000	48,589	$7.20	$6.96

This reduces the gross fee to $2,077.34 per service population.

TABLE 7: MAXIMUM FEE PER SERVICE POPULATION

Description	Amount
Total Gross Fee	$3,872.85
Credit per Service Population	($1,795.51)
TOTAL per Service Population	$2,077.34

The fee per service population is then multiplied by the average household size to arrive at the maximum impact fees that can be charged in 2021.

TABLE 8: MAXIMUM IMPACT FEES 2021

	Average Household Size	Max Fee	Per SF
Single-Family	2.47	$5,131.03	
Multi-Family	2.78	$5,775.01	
Lodging Room	1.07	$2,222.75	
Per 1000 SF Non-Residential	1.00	$2,077.34	$2.08

While the gross fee remains the same over time, the amount credited is reduced each year, resulting in the following impact fees by year:

TABLE 9: MAXIMUM IMPACT FEES BY YEAR

Year	Single-Family	Multi-Family	Lodging Room	Commercial SF
2021	$5,131.03	$5,775.01	$2,222.75	$2.08
2022	$5,413.08	$6,092.45	$2,344.94	$2.19
2023	$5,732.52	$6,451.99	$2,483.32	$2.32
2024	$6,075.97	$6,838.54	$2,632.10	$2.46
2025	$6,444.50	$7,253.32	$2,791.75	$2.61
2026	$6,776.11	$7,626.55	$2,935.40	$2.74

Manner of Financing - *Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h)*

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

Impact Fee Credits

The Impact Fees Act requires credits to be paid back to development for future fees that may be paid to fund system improvements found in the IFFP so that new development is not charged twice.

Extraordinary Costs and Time Price Differential

It is not anticipated that there will be any extraordinary costs in servicing newly-developed park, recreation or trail properties.

Utah Code 11-36a

Preparation of Impact Fee Analysis. Utah Code requires that "each local political subdivision... intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee" (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. Park City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

> anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
>
> anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
>
> how anticipated impacts are reasonably related to the anticipated development activity
>
> the proportionate share of:
>
> > costs for existing capacity that will be recouped; and
> >
> > costs of impacts on system improvement that are reasonably related to the new development activity; and
> >
> > how the impact fee was calculated

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

> the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
>
> the cost of system improvements for each public facility;
>
> other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
>
> the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;
>
> the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

extraordinary costs, if any in servicing the newly developed properties; and

the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees. Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

construction contract price;

cost of acquiring land, improvements, materials, and fixtures;

cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

for a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis. Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment. Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis. A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

Impact Fee Analysis

Utah Code allows cities to include only system-wide parks for the purpose of calculating impact fees. Project-wide parks and trails cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from Park City and the consultants, a system-wide park is defined as a park that serves more than one local development area.

This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

1 Impact on Consumption of Existing Capacity

Utah Code 11-36a-304(1)(a): an impact fee analysis shall identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity

Demand Placed on Facilities by New Development Activity

Parks. Existing park service levels will decline, due to new development activity, from the existing service level of $676.18 to $564.84 per service population by 2030.

TABLE 10: PARK SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Population Growth	Acres per 1000 Service Population if No New Facilities	Total Park Acres Required	Cost Service Levels per Service Population if No New Facilities
2020	37,770		2.103	79.42	$676.18
2021	38,456	686	2.065	80.86	$664.12
2022	39,154	698	2.028	82.33	$652.28
2023	39,865	711	1.992	83.83	$640.65
2024	40,589	724	1.957	85.35	$629.22
2025	41,326	737	1.922	86.90	$618.00
2026	42,076	750	1.888	88.47	$606.98
2027	42,840	764	1.854	90.08	$596.16
2028	43,618	778	1.821	91.72	$585.52
2029	44,410	792	1.788	93.38	$575.08
2030	45,215	805	1.756	95.07	$564.84

Trails. The existing level of service of $201.86 will decline to $168.62 per service population by 2030, if no new improvements are made.

TABLE 11: TRAIL MILES SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Trail Feet per Resident if No New Facilities	Total Trail Feet Needed	Total Trail Miles Needed	Cost Service Levels per Service Population if No New Facilities
2020	37,770		27.40	1,034,880	196	$201.86
2021	38,456	686	26.91	1,053,676	200	$198.26
2022	39,154	698	26.43	1,072,801	203	$194.73
2023	39,865	711	25.96	1,092,282	207	$191.25
2024	40,589	724	25.50	1,112,119	211	$187.84
2025	41,326	737	25.04	1,132,313	214	$184.49
2026	42,076	750	24.60	1,152,862	218	$181.20
2027	42,840	764	24.16	1,173,796	222	$177.97
2028	43,618	778	23.73	1,195,112	226	$174.80
2029	44,410	792	23.30	1,216,813	230	$171.68
2030	45,215	805	22.89	1,238,869	235	$168.62

Trail Structures. The existing level of service of $780.57 will decline to $652.04 per service population by 2030, if no new improvements are made.

TABLE 12: TRAIL STRUCTURES SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population If No New Facilities
2020	37,770		$780.57
2021	38,456	686	$766.64
2022	39,154	698	$752.98
2023	39,865	711	$739.55
2024	40,589	724	$726.35
2025	41,326	737	$713.40
2026	42,076	750	$700.68
2027	42,840	764	$688.19
2028	43,618	778	$675.91
2029	44,410	792	$663.86
2030	45,215	805	$652.04

Ice Arena. The Ice Arena has sufficient capacity to serve new development through buildout. Therefore, the existing service level of $90.02 will decline to $42.26 by buildout. This is, therefore, the proposed service level.

TABLE 13: ICE ARENA SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2020	37,770		$90.02
2021	38,456	686	$88.41

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2022	39,154	698	$86.84
2023	39,865	711	$85.29
2024	40,589	724	$83.77
2025	41,326	737	$82.27
2026	42,076	750	$80.81
2027	42,840	764	$79.37
2028	43,618	778	$77.95
2029	44,410	792	$76.56
2030	45,215	805	$75.20
Buildout	80,452		$42.26

PC MARC. The PC MARC has sufficient capacity to serve new development through buildout. Therefore, the existing service level of $278.00 will decline to $130.51 by buildout. This is, therefore, the proposed service level.

TABLE 14: PC MARC SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2020	37,770		$278.00
2021	38,456	686	$273.04
2022	39,154	698	$268.17
2023	39,865	711	$263.39
2024	40,589	724	$258.69
2025	41,326	737	$254.08
2026	42,076	750	$249.55
2027	42,840	764	$245.10
2028	43,618	778	$240.73
2029	44,410	792	$236.43
2030	45,215	805	$232.22
Buildout	80,452		$130.51

Open Space. The existing open space level of service of $2,788.20 will decline to $2,329.10 by 2030 if no additional open space is acquired.

TABLE 15: OPEN SPACE SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2020	37,770		$2,788.20
2021	38,456	686	$2,738.46
2022	39,154	698	$2,689.64
2023	39,865	711	$2,641.67
2024	40,589	724	$2,594.55
2025	41,326	737	$2,548.28

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2026	42,076	750	$2,502.86
2027	42,840	764	$2,458.22
2028	43,618	778	$2,414.38
2029	44,410	792	$2,371.32
2030	45,215	805	$2,329.10

2 Impact on System Improvements by Anticipated Development Activity

Utah Code 11-36a-304(1)(b): an impact fee analysis shall identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

The City will need to acquire additional parks, trails and open space in order to maintain its existing service levels. Service levels will decline, as a result of service population growth unless new facilities are constructed or acquired. Impact fees will be used to maintain the existing service levels for parks, trails and open space. Impact fees can also be used to buy into the existing, excess capacity of the Ice Arena and PC MARC.

TABLE 16: COST OF FACILITIES DUE TO NEW GROWTH

	New Investment	Cost of Capacity Consumed	TOTAL
Parks	$5,034,169.71		$5,034,169.71
Trails	$1,502,861.06		$1,502,861.06
Trail Structures*	$2,657,492.45		$2,657,492.45
Ice Arena		$314,634.81	$314,634.81
PC MARC		$971,666.34	$971,666.34
Open Space	$20,758,129.29		$20,758,129.29
TOTAL	$29,952,652.52	$1,286,301.15	$31,238,953.67

*Trail structures includes all trailheads, boardwalks and over/underpasses for trails. The “Trails” category includes trail miles only.

3 Relationship of Anticipated Impacts to Anticipated Development Activity

Utah Code 11-36a-304(1)(c): an impact fee analysis shall subject to Subsection (2), demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

The demand placed on existing public parks, trails and other recreation facilities by new development activity is attributable to growth in the service population. Park City has a 2020 service population of 37,770 and as a result of anticipated development activity will grow to a projected 45,215 by 2030 – an increase of 7,445. As growth occurs as a result of increased development activity, more parks and trails are needed to maintain existing service levels and to reach proposed service levels.

4 Proportionate Share Analysis

Utah Code 11-36a-304(1)(d)(i)(ii): an impact fee analysis shall estimate the proportionate share of costs for existing capacity that will be recouped; and the costs of impacts on system improvements that are reasonably related to the new development activity;

Costs Reasonably Related to New Development Activity

The cost of new system improvements required to maintain the existing level of parks, recreation and trail services related to new development activity is based on the cost of system-wide park and trail facilities, as well as consultant fees for the preparation of the Impact Fee Facilities Plan and the Impact Fee Analysis.

The City will need to acquire an additional 15.65 acres of land over the next 10 years in order to maintain its existing service level of 2.1 acres per 1,000 service population. At a cost of $321,573 per acre (land and improvements), the cost to the City will be $5,034,169.71. The cost per service population is $676.18

TABLE 17: SERVICE POPULATION COST TO MAINTAIN LOS FOR PARK LAND AND IMPROVEMENTS

Park Land and Improvements	Amount
Increased Acres Needed, 2020-2030	15.65
Cost per Acre	$321,573.50
Investment Required, 2020-2030	$5,034,169.71
Service Population Growth, 2020-2030	7,445
Cost per Service Population	$676.18

The service population cost to maintain the existing level of service for trails is $201.86.

TABLE 18: COST PER SERVICE POPULATION TO MAINTAIN LOS FOR TRAILS

Trails	Amount
Increased Trail Feet Needed, 2020-2030	203,989
Weighted Average Cost per Trail Foot	$7.37
Increased Investment Required, 2020-2030	$1,502,861.06
Service Population Growth, 2020-2030	7,445
Cost per Service Population	$201.86

The service population cost to maintain the existing level of service for trail structures is $356.95.

TABLE 19: COST PER SERVICE POPULATION TO MAINTAIN LOS FOR TRAIL STRUCTURES

Trail Structures	Amount
Current LOS per Service Pop	$356.95
Increased Investment in Trail Structures Required	$2,657,492.45
Growth in Service Population, 2020-2030	7,445
Cost per Service Population	$356.95

The cost to buy into the existing, excess capacity of the Ice Arena is $42.26.

TABLE 20: COST PER SERVICE POPULATION FOR PROPOSED LOS FOR ICE ARENA

Facilities - Ice Arena	Amount
PC Portion of Cost	$3,400,000
Buildout Service Population	80,452
Proposed LOS per Service Population	$42.26

The cost to buy into the existing, excess capacity of the PC MARC is $130.51.

TABLE 21: COST PER SERVICE POPULATION FOR PROPOSED SERVICE LEVEL PC MARC

Facilities – PC MARC	Amount
PC MARC Original Cost	$10,500,000
Buildout Service Population	80,452
Cost per Service Population	$130.51

The cost to maintain existing service levels for open space is $2,788.20.

TABLE 22: COST PER SERVICE POPULATION TO MAINTAIN LOS FOR OPEN SPACE

Open Space	Amount
Open Space Improvements	$105,310,214
2020 Service Population	37,770
Current LOS SF per Service Population	$2,788.20
Increased Investment Required, 2020-2030	$20,758,129
Cost per Service Population	$2,788.20

The Impact Fee Facilities Plan and Impact Fee Analysis consultant cost is $1.07 per service population.

TABLE 23: COST PER SERVICE POPULATION FOR CONSULTANTS FOR IFFP AND IFA

Consultant Costs	Amount
Consultant Cost	$8,000
Growth in Service Population, 2020-2030	7,445
Cost per Service Population	$1.07

Park City currently has a fund balance of $2,413,554. These funds can be used to offset the construction of new facilities and therefore a credit needs to be made.

TABLE 24: CREDIT PER SERVICE POPULATION FOR FUND BALANCE

Fund Balance Credit	Amount
Fund Balance	$2,413,554
Service Population Growth, 2020 – 2030	7,445
Credit per Service Population	($324.18)

The total gross cost per service population is $3,872.85.

TABLE 25: SUMMARY OF GROSS COST PER SERVICE POPULATION

Summary	Amount
Parks	$676.18

Summary	Amount
Trails	$201.86
Trail Structures	$356.95
Ice Arena	$42.26
PC MARC	$130.51
Open Space	$2,788.20
Consultant Costs	$1.07
Fund Balance Credit	($324.18)
TOTAL Gross Fee per Service Population	$3,872.85

Credits must be made for the 7 outstanding bonds that were issued to fund open space in Park City. The amortization schedule of remaining debt payments is as follows:

TABLE 26: BOND PAYMENTS FOR OPEN SPACE

Year	GO 2020	GO 2019	GO 2017	Sales 2019	Sales 2017	Sales 2015	Sales 2014B
2021	$1,385,000	$2,795,000	$1,385,000	$397,500	$333,450	$390,500	$0
2022	$1,435,000	$2,945,000	$1,440,000	$420,000	$338,200	$404,250	$254,100
2023	$1,500,000	$3,090,000	$1,500,000	$442,500	$355,300	$420,750	$262,500
2024	$1,570,000	$3,245,000	$1,560,000	$465,000	$373,350	$437,250	$268,800
2025	$615,000	$3,405,000	$1,625,000	$480,000	$391,400	$451,000	$277,200
2026	$240,000	$2,730,000	$1,685,000	$495,000	$411,350	$464,750	$285,600
2027	$250,000	$2,870,000	$1,755,000	$525,000	$432,250	$484,000	$294,000
2028	$265,000	$3,015,000	$1,825,000	$547,500	$453,150	$497,750	$302,400
2029	$275,000	$3,165,000	$1,900,000	$577,500	$471,200	$511,500	$312,900
2030	$290,000	$3,320,000	$1,975,000	$607,500	$485,450	$533,500	$0
2031	$305,000	$3,490,000	$2,055,000	$637,500	$497,800	$0	$0
2032	$320,000	$3,625,000	$2,115,000	$660,000	$512,050	$0	$0
2033	$330,000	$3,810,000	$0	$690,000	$0	$0	$0
2034	$340,000	$3,925,000	$0	$712,500	$0	$0	$0
2035	$350,000	$0	$0	$0	$0	$0	$0

The total debt payments for the 7 outstanding bonds for open space are then divided by the service population each year to calculate a credit per service population. Finally, a net present value (NPV) calculation is made for all of the future debt payments on a per service person basis. This credit must be applied to the gross cost per service population calculated above.

TABLE 27: NET PRESENT VALUE CREDIT FOR FUTURE BOND PAYMENTS

Year	Total Open Space Payments	Service Population	Payment per Service Population	NPV* per Service Population
2021	$6,686,450	37,770	$177.03	$1,795.51
2022	$7,236,550	38,456	$188.18	$1,681.33
2023	$7,571,050	39,154	$193.37	$1,551.99

Year	Total Open Space Payments	Service Population	Payment per Service Population	NPV* per Service Population
2024	$7,919,400	39,865	$198.66	$1,412.95
2025	$7,244,600	40,589	$178.49	$1,263.75
2026	$6,311,700	41,326	$152.73	$1,129.49
2027	$6,610,250	42,076	$157.10	$1,016.29
2028	$6,905,800	42,840	$161.20	$894.76
2029	$7,213,100	43,618	$165.37	$764.88
2030	$7,211,450	44,410	$162.38	$626.28
2031	$6,985,300	45,215	$154.49	$485.82
2032	$7,232,050	46,036	$157.10	$348.33
2033	$4,830,000	46,872	$103.05	$203.42
2034	$4,977,500	47,723	$104.30	$107.50
2035	$350,000	48,589	$7.20	$6.96

*NPV = net present value discounted at a rate of 3 percent.

This reduces the gross fee to $2,077.34 per service population.

TABLE 28: MAXIMUM FEE PER SERVICE POPULATION

Description	Amount
Total Gross Fee	$3,872.85
Credit per Service Population	($1,795.51)
TOTAL per Service Population	$2,077.34

The fee per service population is then multiplied by the average household size to arrive at the maximum impact fees that can be charged in 2021.

TABLE 29: MAXIMUM IMPACT FEES 2021

	Average Household Size	Max Fee	Per SF
Single-Family	2.47	$5,131.03	
Multi-Family	2.78	$5,775.01	
Lodging Room	1.07	$2,222.75	
Per 1000 SF Non-Residential	1.00	$2,077.34	$2.08

While the gross fee remains the same over time, the amount credited is reduced each year, resulting in the following impact fees by year:

TABLE 30: MAXIMUM IMPACT FEES BY YEAR

Year	Single-Family	Multi-Family	Lodging Room	Commercial SF
2021	$5,131.03	$5,775.01	$2,222.75	$2.08
2022	$5,413.08	$6,092.45	$2,344.94	$2.19
2023	$5,732.52	$6,451.99	$2,483.32	$2.32
2024	$6,075.97	$6,838.54	$2,632.10	$2.46
2025	$6,444.50	$7,253.32	$2,791.75	$2.61
2026	$6,776.11	$7,626.55	$2,935.40	$2.74

5 Impact Fee Credits

Utah Code 11-36a-304(1)(e): an impact fee analysis shall, based on the requirements of this chapter, identify how the impact fee was calculated;

The City may choose to allow a developer to contribute park, trail or open space improvements in place of impact fees. This decision is at the discretion of the City.

6 Manner of Financing

Utah Code 11-36a-304(2)(c)(d)(e)(f)(g)(h): an impact fee analysis shall identify, if applicable: other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, federal taxes, or federal grants;

An impact fee is a one-time fee that is implemented by a local government on new development to help fund and pay for all or a portion of the costs of public facilities that are needed to serve new development. These fees are usually implemented to help reduce the economic burden on local jurisdictions that are trying to deal with population and commercial growth within the area. As a matter of policy and legislative discretion, a City may choose to have new development pay the full cost of its share of new public facilities if the facilities would not be needed except to service new development. However, local governments may use other sources of revenue to pay for the new facilities required to service new development and use impact fees to recover the cost difference between the total cost and the other sources of revenue. Additionally, impact fees allow new growth to share in the cost of existing facilities that have excess capacity.

At the current time, no other sources of funding other than impact fees have been identified, but to the extent that any are identified and received in the future, then impact fees will be reduced accordingly.

Additional system-wide park land and recreation facility improvements beyond those funded through impact fees that are desired to maintain a higher proposed level of service will be paid for by the community through other revenue sources such as user charges, special assessments, GO bonds, general taxes, etc.

Impact Fee Credits

In the situation that a developer chooses to construct facilities found in the IFFP in lieu of impact fees, the arrangement must be made through the developer and the City.

At the discretion of the City, impact fees may be modified for certain types of development such as low-income housing, memory care units, etc.

Extraordinary Costs and Time Price Differential

The Impact Fees Act requires credits to be paid back to development for future fees that may be paid to fund system improvements found in the IFFP so that new development is not charged twice. Credits may also be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the City in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item for which a developer receives credit should be included in the IFFP and must be agreed upon with the City before construction begins.

It is not anticipated that there will be any extraordinary costs in servicing newly developed park, recreation or trail properties. To account for the time-price differential inherent in fair comparisons of amounts paid at different times, actual costs have been used to compute buy-in costs to public facilities with excess capacity and current costs have been used to compute impacts on system improvements required by anticipated development activity to maintain the established level of service for each public facility.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. does not include:
    a. costs of operation and maintenance of public facilities;
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
    c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. offsets costs with grants or other alternate sources of payment; and

4. complies in each and every relevant respect with the Impact Fees Act.

PARK CITY

DRAFT PUBLIC SAFETY IMPACT FEE ANALYSIS

Zions Public Finance, Inc.
November 2020

IMPACT FEE ANALYSIS
PARK CITY

Executive Summary

Background

The Impact Fee Analysis (IFA) was prepared to meet the requirements of Utah Code §11-36a. Impact fees are a one-time fee charged to new development to help offset the capital costs associated with new growth in a community. Park City has determined that there is one city-wide service area. Therefore, all development in the City will be charged the same public safety impact fee regardless of where the new development takes place.

Impacts to public safety from residential, commercial, and institutional growth are manifest in increased demand on services. The increased demand results in the need for more public safety facilities.

New Development and Growth

Projected growth is shown in the following table:

TABLE 1: GROWTH PROJECTIONS, 2019-2030

Year	Households	Commercial SF	Institutional SF
2019	9,851	4,168,444	1,316,185
2020	9,876	4,178,488	1,319,357
2021	9,909	4,192,550	1,323,797
2022	9,942	4,206,612	1,328,237
2023	9,976	4,220,675	1,332,677
2024	10,009	4,234,737	1,337,118
2025	10,042	4,248,799	1,341,558
2026	10,075	4,262,861	1,345,998
2027	10,109	4,276,924	1,350,438
2028	10,142	4,290,986	1,354,878
2029	10,175	4,305,048	1,359,318
2030	10,208	4,319,110	1,363,758

Source: Park City; Summit County Assessor's Office

This growth is anticipated to result in increased demand on police facilities, as evidenced by an increasing number of police calls for service.

TABLE 2: PROJECTED GROWTH IN POLICE CALLS FOR SERVICE

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Calls	Pass-Thru Calls*	Total Impact Fee Eligible Calls
2019	7,298	6,890	3,240	17,549	120	17,429

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Calls	Pass-Thru Calls*	Total Impact Fee Eligible Calls
2020	7,317	6,907	3,248	17,593	121	17,472
2021	7,341	6,931	3,259	17,652	121	17,531
2022	7,366	6,954	3,270	17,711	122	17,590
2023	7,391	6,977	3,281	17,771	122	17,649
2024	7,415	7,000	3,292	17,830	122	17,707
2025	7,440	7,024	3,303	17,889	123	17,766
2026	7,465	7,047	3,314	17,948	123	17,825
2027	7,489	7,070	3,325	18,007	124	17,884
2028	7,514	7,093	3,336	18,067	124	17,943
2029	7,538	7,116	3,347	18,126	124	18,001
2030	7,563	7,140	3,357	18,185	125	18,060

*Pass-thru calls are calls that do not originate or have a destination within Park City

Impact on Consumption of Existing Capacity

Utah Code 11-36a-304(1)(a)

The existing police department has excess capacity sufficient to serve the needs of new development through 2030. Therefore, no new facilities are needed in order to meet growth demands in the City. At the proposed service level of 1.26 building square feet per call, new residential, commercial, and institutional development will need a total of 23,000 square feet of space by 2030.

Impact on System Improvements by Anticipated Development Activity

Utah Code 11-36a-304(1)(b)

As stated above, the existing police station has excess capacity intended to serve the community through 2030. Therefore, new development will be required to buy into this existing, excess capacity.

Proportionate Share Analysis -

Utah Code 11-36a-304(1)(d)

The cost per call for police, before bond credits, is $414.94 as shown below.

TABLE 3: POLICE COST PER CALL CALCULATION

Summary - Cost per Call	
Facilities	$401.43
Consultant Costs	$13.51
Gross Cost per Call	$414.94

The City has one remaining bond payment on the 2014A Sales Tax Bond that was partially issued to pay for the existing police station. The 2021 payment is for $28,380. With an estimated 17,531 impact-fee eligible calls for service in 2021,[1] the resulting credit is $1.62 per call.

The modified cost per call is then applied to the number of calls per unit.

TABLE 4: 2020 MAXIMUM POLICE IMPACT FEE

Maximum Fees	Cost per Call	Calls per Unit	Maximum Fee per Unit/per sf
Residential	$413.32	0.740864	$306.21
Commercial	$413.32	0.001653	$0.68
Institutional	$413.32	0.002462	$1.02

[1] Total calls for service in 2021 are estimated to reach 17,652. However, pass-thru traffic calls are not calculated in the credit calculation.

Utah Code Legal Requirements

Preparation of Impact Fee Analysis. Utah Code requires that "each local political subdivision… intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee" (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. Park City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

> anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
>
> anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
>
> how anticipated impacts are reasonably related to the anticipated development activity
>
> the proportionate share of:
>
> costs for existing capacity that will be recouped; and
>
> costs of impacts on system improvement that are reasonably related to the new development activity; and
>
> how the impact fee was calculated.

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

> the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
>
> the cost of system improvements for each public facility;
>
> other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
>
> the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;
>
> the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

extraordinary costs, if any, in servicing the newly developed properties; and

the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees. Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

construction contract price;

cost of acquiring land, improvements, materials, and fixtures;

cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

for a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis. Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment. Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis. A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

Impact Fee Analysis

Utah Code allows cities to include only public safety buildings in the calculation of impact fees. This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity

Utah Code 11-36a-304((1)(a)

Demand Placed on Facilities by New Development Activity

Impacts on public safety facilities will come from residential, commercial, and institutional growth. This growth is projected as follows:

TABLE 5: GROWTH PROJECTIONS, 2019-2030

Year	Households	Commercial SF	Institutional SF
2019	9,851	4,168,444	1,316,185
2020	9,876	4,178,488	1,319,357
2021	9,909	4,192,550	1,323,797
2022	9,942	4,206,612	1,328,237
2023	9,976	4,220,675	1,332,677
2024	10,009	4,234,737	1,337,118
2025	10,042	4,248,799	1,341,558
2026	10,075	4,262,861	1,345,998
2027	10,109	4,276,924	1,350,438
2028	10,142	4,290,986	1,354,878
2029	10,175	4,305,048	1,359,318
2030	10,208	4,319,110	1,363,758
Source: Park City; Summit County Assessor's Office			

Residential, commercial, and institutional growth will create increased demand for public safety services as demonstrated by the increased calls for service that are projected to occur.

TABLE 6: PROJECTED GROWTH IN POLICE CALLS FOR SERVICE

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Calls	Pass Thru	Total Impact Fee Eligible Calls
2019	7,298	6,890	3,240	17,549	120	17,549
2020	7,317	6,907	3,248	17,593	121	17,593
2021	7,341	6,931	3,259	17,652	121	17,652
2022	7,366	6,954	3,270	17,711	122	17,711
2023	7,391	6,977	3,281	17,771	122	17,771
2024	7,415	7,000	3,292	17,830	122	17,830
2025	7,440	7,024	3,303	17,889	123	17,889

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Calls	Pass Thru	Total Impact Fee Eligible Calls
2026	7,465	7,047	3,314	17,948	123	17,948
2027	7,489	7,070	3,325	18,007	124	18,007
2028	7,514	7,093	3,336	18,067	124	18,067
2029	7,538	7,116	3,347	18,126	124	18,126
2030	7,563	7,140	3,357	18,185	125	18,185

New development will consume 804 additional square feet of the excess capacity in the existing police station by 2030. The police station has 23,000 square feet and is intended to serve the needs of the community through 2030.

TABLE 7: FACILITIES NEEDED (POLICE BUILDING SQUARE FEET) TO MAINTAIN PROPOSED POLICE SERVICE LEVELS

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Police SF Needed
2019	7,298	6,890	3,240	22,196
2020	7,317	6,907	3,248	22,251
2021	7,341	6,931	3,259	22,326
2022	7,366	6,954	3,270	22,401
2023	7,391	6,977	3,281	22,476
2024	7,415	7,000	3,292	22,551
2025	7,440	7,024	3,303	22,626
2026	7,465	7,047	3,314	22,700
2027	7,489	7,070	3,325	22,775
2028	7,514	7,093	3,336	22,850
2029	7,538	7,116	3,347	22,925
2030	7,563	7,140	3,357	23,000
Growth, 2019-2030	265	250	117	804
*SF = square feet				

Identify the Means by Which the Political Subdivision or Private Entity Will Meet Those Growth Demands

Utah Code 11-36a-304((1)(b)

The City will meet the estimated growth demands by requiring new development to buy into the existing, excess capacity in the police station.

Relationship of Anticipated Impacts to Anticipated Development Activity

Utah Code 11-36a-304((1)(c)

Additional public safety facilities are needed due to new development and growth. One way of measuring the increased demand for services is through the number of calls for service. As calls for service increase, public safety departments are forced to expand and need more space to house their activities.

Proportionate Share Analysis

Utah Code 11-36a-304((1)(d)

The proportionate share analysis for police includes the following steps:

1) Project increased population and nonresidential growth
2) Project increased calls for service, keeping the ratio of calls for service for residential units and nonresidential square feet constant with existing ratios
3) Project the need for increased building floor space or consumption of existing, excess capacity
4) Calculate the cost per call by dividing the cost of the public safety building square feet needed by the growth in calls
5) Allocate the cost per call to residential and nonresidential units based on the number of calls per residential unit and nonresidential square feet, respectively

New development will buy into the existing, excess capacity in the police station. The police station was acquired at a cost of $7,300,000. The projected growth in calls between 2020 and 2030 represents 3.3 percent of the capacity of the police facility. Therefore, new development should be required to pay for 3.3 percent of the actual cost of the station ($237,674). Divided by the anticipated growth in calls (592), this results in an average cost per call of $401.43.

TABLE 8: POLICE – BUY-IN TO EXCESS CAPACITY IN EXISTING STATION

	Amount
Existing Police Facility SF	23,000
Capacity Calls for Service	18,185
Growth in Calls, 2020-2030	592
Actual Cost of Existing Police Facility	$7,300,000
% of Cost to New Development, 2020-2030	3.3%
Cost to New Development, 2020-2030	$237,674
Cost per Call – Facilities	$401.43

In addition, consultant costs[2] have been added to total costs. The total gross cost per call is $414.94.

TABLE 9: POLICE – GROSS COST PER CALL

	Amount
Facilities	$401.43
Consultant Costs	$13.51
TOTAL Cost per Call	$414.94

[2] Consultant costs are $8,000 for the Pubic Safety Impact Fee Facilities Plan and Public Safety Impact Fee Analysis.

The City has one remaining bond payment on the 2014A Sales Tax Bond that was partially issued to pay for the existing police station. The 2021 payment is for $28,380. With an estimated 17,531 impact-fee eligible calls for service in 2021,[3] the resulting credit is $1.62 per call.

The modified cost per call is then applied to the number of calls per unit.

TABLE 10: 2020 MAXIMUM POLICE IMPACT FEE

Maximum Fees	Cost per Call	Calls per Unit	Maximum Fee per Unit/per sf
Residential	$413.32	0.740864	$306.21
Commercial	$413.32	0.001653	$0.68
Institutional	$413.32	0.002462	$1.02

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
   a. allowed under the Impact Fees Act; and
   b. actually incurred; or
   c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. does not include:
   a. costs of operation and maintenance of public facilities;
   b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
   c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. offsets costs with grants or other alternate sources of payment; and

4. complies in each and every relevant respect with the Impact Fees Act.

[3] Total calls for service in 2021 are estimated to reach 17,652. However, pass-thru traffic calls are not calculated in the credit calculation.

PARK CITY

DRAFT TRANSPORTATION IMPACT FEE ANALYSIS

Zions Public Finance, Inc.
November 2020

Transportation Impact Fee Analysis

Summary

This Impact Fee Analysis (IFA) is based on the information provided in the City's Roadway Impact Fee Facilities Plan ("IFFP") 2020 prepared by T-O Engineers.

Projected Growth. The IFFP projects that new development in Park City is projected to grow by an estimated 26,468 average daily trips (ADTs) between 2020 and 2026 – from 608,560 ADTs in 2020 to 635,028 trips in 2026. This growth will require the expansion of existing roads or development of new roads in order to maintain the existing levels of service.

Service Levels. The IFFP states that, "improvements are forecast to maintain the existing level of service (LOS) for the next 6 years."

Service Areas. Park City ("City") includes one roadway service area as recommended by the City's engineers in the IFFP.

Excess Capacity. Park City's IFFP does not identify any excess capacity that can be included in the impact fee calculations.

New Construction. Park City's IFFP identifies a total of 10 projects necessitated by new development at a total cost of $39,556,540. However, the IFFP allocates only $11,249,677 of these costs to the next 10 years. Further, only 40 percent ($4,499,871), can be attributed to new development within the next 10 years. The remaining $6,749,806 will be used to benefit existing development, cure existing deficiencies, and service pass-thru traffic. Impact fee credits must be made so that new development does not pay twice.

Proportionate Share Analysis. A summary of the proportionate share analysis is as follows:

TABLE 1: PROPORTIONATE SHARE ANALYSIS - GROSS COST PER TRIP

Description	Cost per ADT
Buy-In to Excess Capacity	$0.00
New Construction Cost	$170.01
Consultant Costs	$0.57
Fund Balance	($14.44)
Gross Cost per Trip	$156.14

The gross cost per ADT is $156.14. A credit must be made for the new improvements that will cure existing deficiencies so that new development will not pay twice. This reduces the total cost per trip to $149.06.

TABLE 2: CREDIT FOR EXISTING DEFICIENCIES

Description	Amount
Gross Cost per Trip	$156.14
Credits for Deficiencies	($7.08)

Description	Amount
TOTAL Cost per Trip	$149.06

The cost per trip is then applied to standards set by the Institute of Transportation Engineers (ITE) to evaluate the number of average daily trips per development type.

The City may choose to enact any fee up to the maximum fees shown below.

TABLE 3: MAXIMUM TRANSPORTATION IMPACT FEES INTO MAJOR GROUPINGS

ITE Code	ITE Land Use	Unit	ITE Daily Trip Rate*	Pass -By	Adjusted Trip Rate*	Maximum Impact Fee 2021-2025
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		1.69	$251.16
210	Single-Family Detached Housing	Dwelling Unit	9.44		4.72	$703.55
221	Multi-Family	Dwelling Unit	5.44		2.72	$405.44
310	Hotel	Room	8.36		4.18	$623.06
820	Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	37.75	34%	12.46	$1,856.89

*The adjusted trip rate multiplies the ITE daily trip rates by 50% in order to align trips used in the IFFP with the method employed by the ITE. This adjustment accounts for the fact that the ITE manual counts a "trip" each time a vehicle crosses its driveway, while the IFFP cuts that number in half.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance Inc., to prepare this Impact Fee Analysis in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA.

Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

(1) An impact fee analysis shall:

(a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

(b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

(c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;

(d) estimate the proportionate share of:
 (i) the costs for existing capacity that will be recouped; and
 (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and

(e) identify how the impact fee was calculated.

(2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

(a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

(b) the cost of system improvements for each public facility;

(c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

(d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;

(e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

(f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

(g) extraordinary costs, if any, in servicing the newly-developed properties; and

(h) the time-price differential inherent in fair comparisons of amounts paid at different times.

Certification of Impact Fee Analysis

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

Anticipated Impact on or Consumption of Any Existing Capacity of a Public Facility by the Anticipated Development Activity

Utah Code 11-36a-304(1)(a)

Consumption of Existing Capacity

Development activity in Park City is based on both residential and nonresidential growth. Growth projections are then used by the City's engineers to identify the new facilities needed due to the demands of new growth. Growth projections are as follows:

TABLE 4: GROWTH PROJECTIONS

Year	Average Daily Trips (ADTs)
2020	608,560
2021	612,971
2022	617,382
2023	621,793
2024	626,204
2025	630,615
2026	635,028
2027	639,439
2028	643,850
2029	648,261
2030	652,672
2031	657,083
2032	661,494
2033	665,905
2034	670,316
2035	674,727
2036	679,138
2037	683,549
2038	687,960
2039	692,371
2040	696,782

The engineers have not identified any excess capacity in the existing City-owned roads for which impact fees could be charged as a "buy-in" component.

Identify the Anticipated Impact on System Improvements Required by the Anticipated Development Activity to Maintain the Established Level of Service for Each Public Facility and Demonstrate How the Anticipated Impacts are Reasonably Related to the New Development Activity

Utah Code 11-36a-304(1)(b)(c)

Park City City's IFFP identifies a total of 10 projects necessitated by new development at a total cost of $39,556,540. The engineers have allocated $11,249,677 to curing existing deficiencies and the demands created by new development within the next 10 years. The engineers have carefully removed any costs associated with pass-through trips as these costs must be borne by the community as a whole.

TABLE 5: PROJECT COSTS

Improvements	Project Cost	Project Allocation
Systemwide Bus Stop Improvements	$1,700,000	$211,418
SR224 BRT	$10,000,000	$6,762,400
Arts and Culture District Mobility Hub	$9,000,000	$63,053
Munchkin Complete Street Improvement and Connection	$1,266,380	$1,061,937
Woodbine and Homestake Complete Streets Improvements	$2,490,160	$1,933,581
Mobility as a Service Improvement and Curbside Improvements	$1,500,000	$23,609
Iron Horse Complete Street Improvements	$2,200,000	$157,708
Deer Valley Drive Complete Streets and Resort Transit Access	$6,000,000	$383,662
Park Avenue Complete Street Improvements	$2,400,000	$126,309
Old Town Complete Street Improvements	$3,000,000	$526,000
TOTAL	$39,556,540	$11,249,677

Based on the determination of the engineers as shown in the IFFP, 40 percent of the allocable costs are attributable to new development while 60 percent of the new construction costs are associated with curing existing deficiencies in the roadway system.

TABLE 6: NEW DEVELOPMENT PORTION OF NEW CONSTRUCTION COSTS

	Total	Existing Development	New Development
New Construction Costs, 2020-2026	$11,249,677	$6,749,806	$4,499,871

The total cost of $4,499,871 attributable to new development between 2020 and 2026 must be shared proportionately between the additional trips projected for that time period. ADTs are projected to grow from 608,560 trips in 2020 to 635,028 trips in 2026 – an increase of 26,468 trips over the 6-year period. The increased volume and capacity impacts need to be viewed as part of an overall system of roads.

Estimate the Proportionate Share of (i) the Costs for Existing Capacity That Will Be Recouped; and (ii) The Costs of Impacts on System Improvements That Are Reasonably Related to the New Development Activity; and Identify How the Impact Fee was Calculated

Utah Code 11-36a-304(1)(d)(e)

New Construction Cost Calculation

In order to maintain its current service level, Park City will need to construct additional facilities, as identified previously. The proportionate cost per trip for new construction is $170.01

TABLE 7: PROPORTIONATE SHARE CALCULATION – NEW CONSTRUCTION COST

New Construction	Amount
New Construction Costs	$4,499,871
Growth in ADTs, 2020-2026	26,468
Cost per Trip	$170.01

Other Cost Calculations

Utah law allows for the cost of developing the Impact Fee Facility Plan and Impact Fee Analysis to be included in the calculation of impact fees. These costs are then shared proportionately among the additional trips generated between 2020 and 2026.

TABLE 8: PROPORTIONATE SHARE CALCULATION – CONSULTING COSTS

Description	Amount
Consultant Costs	$15,000
Growth in ADTs, 2020-2026	26,468
Cost per Trip	$0.57

Park City has a balance of $382,193 in its transportation impact fee fund as of November 2020. Therefore, the following credit needs to be made against the impact fee fund balance.

TABLE 9: IMPACT FEE CREDIT CALCULATION

Description	Amount
Impact Fee Fund Balance	$382,193
Growth in ADTs, 2020-2026	26,468
Credit per Trip	($14.44)

Summary of Impact Fees

TABLE 10: SUMMARY OF GROSS IMPACT FEE

Summary	
New Construction Cost	$170.01
Consultant Costs	$0.57
Fund Balance	($14.44)
Gross Cost per Trip	$156.14

The IFFP estimates that $6,749,806.20 of new construction costs will be used to benefit existing development.[1] Therefore, a credit must be made against this amount to ensure that new development does not pay twice. Assuming that the costs are spread equally over 20 years, the average annual payment would be $337,490.31.

TABLE 11: ANNUAL PAYMENT ESTIMATE TO CORRECT EXISTING DEFICIENCIES

Credit Amt	$6,749,806.20
Years	20
Payment per Year	$337,490.31

The annual payment per year is then divided by the total number of trips in the City per year in order to get a cost per trip. Because these "costs" will continue over many years, the net present value of these costs must be calculated and subtracted from the gross impact fee. The maximum impact fee credit is based on the net present value (NPV) of the annual costs per trip. The five-year average credit is $7.08.

TABLE 12: ANNUAL PAYMENT ESTIMATE TO CORRECT EXISTING DEFICIENCIES

Year	Trips	Cost per Trip	NPV* of Credits
2021	612,971	$0.55	$7.73
2022	617,382	$0.55	$7.41
2023	621,793	$0.54	$7.09
2024	626,204	$0.54	$6.76
2025	630,615	$0.54	$6.42
2026	635,028	$0.53	$6.08
2027	639,439	$0.53	$5.73
2028	643,850	$0.52	$5.37
2029	648,261	$0.52	$5.01
2030	652,672	$0.52	$4.64
2031	657,083	$0.51	$4.26
2032	661,494	$0.51	$3.88
2033	665,905	$0.51	$3.48
2034	670,316	$0.50	$3.08
2035	674,727	$0.50	$2.67

[1] Includes the 2 percent of pass-thru traffic costs

Year	Trips	Cost per Trip	NPV* of Credits
2036	679,138	$0.50	$2.25
2037	683,549	$0.49	$1.82
2038	687,960	$0.49	$1.38
2039	692,371	$0.49	$0.93
2040	696,782	$0.48	$0.47

NPV = net present value discounted at a rate of 3 percent

The total cost per trip is then applied to the daily trips generated by various land use types. The more trips that are associated with a particular land use or development, the greater its impact on the street system.

An adjustment of 50 percent has been made in the calculation of impact fees shown below in order to reconcile the method of calculating trip ends between ITE and the IFFP.

Table 13: Summary of Maximum Impact Fees

ITE Code	ITE Land Use	Unit	ITE Daily Trip Rate*	Pass -By	Adjusted Trip Rate*	Maximum Impact Fee 2021-2025
130	Industrial Park 130	1000 Sq. Feet Gross Floor Area	3.37		1.69	$251.16
210	Single-Family Detached Housing	Dwelling Unit	9.44		4.72	$703.55
221	Multi-Family	Dwelling Unit	5.44		2.72	$405.44
310	Hotel	Room	8.36		4.18	$623.06
820	Shopping Center / Strip Mall	1000 Sq. Feet Gross Leasable Area	37.75	34%	12.46	$1,856.89

*The adjusted trip rate multiplies all of the ITE daily trip rates by 50% in order to align trips used in the IFFP with the method employed by the ITE. This adjustment accounts for the fact that one method counts each time a vehicle crosses its driveway, while the other method counts that as one trip.

Calculation of Credits

The City does not have any outstanding bonds for roadway construction. Therefore, no credits need to be made against the transportation impact fees due to outstanding debt obligations.

The City may choose to credit certain development types, including affordable housing, but these credits are at the discretion of the City. Further, a City may choose to allow a developer to put in a transportation facility listed in the IFFP and reduce impact fees accordingly. Again, this is at the discretion of the City.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
    - a. allowed under the Impact Fees Act; and
    - b. actually incurred; or

c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:

a. costs of operation and maintenance of public facilities;

b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or

c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. Offsets costs with grants or other alternate sources of payment; and

4. Complies in each and every relevant respect with the Impact Fees Act.

Park City

DRAFT Parks, Recreation, Trails and Open Space Impact Fee Facilities Plan

ZIONS PUBLIC FINANCE, INC.

November 24, 2020

Contents

Summary

Background

Park City ("City") is updating its Park, Trails and Recreation Impact Fees in accordance with all legal requirements of Utah Code 11-36a. New development will place increased demand on existing parks, recreation and trail facilities. Projected growth in Park City is as follows:

TABLE 1: PROJECTED SERVICE POPULATION GROWTH, 2020-2030

Year	Population	Service Population
2020	8,320	37,770
2021	8,348	38,456
2022	8,376	39,154
2023	8,404	39,865
2024	8,432	40,589
2025	8,460	41,326
2026	8,488	42,076
2027	8,516	42,840
2028	8,544	43,618
2029	8,572	44,410
2030	8,600	45,215
2031	8,629	46,036
2032	8,658	46,872
2033	8,687	47,723
2034	8,716	48,589
2035	8,745	49,471
2060	17,722	80,452

Source: Park City. Service population includes residents, employees and visitors

Identify the Existing and Proposed Levels of Service and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

The IFFP considers only *system* facilities in the calculation of impact fees. For the City, this has been determined to mean neighborhood, community and regional parks. Local pocket parks have not been included in the calculation of impact fees. This is in accordance with legal requirements of the Utah Code which does not allow *project* improvements to be included.

Existing service levels are based on the (2020) levels of service in the City for both parks and trails. Existing and proposed service levels are shown in the table below on both a *unit* and *dollar amount* basis.

TABLE 2: EXISTING AND PROPOSED SERVICE LEVELS – UNIT AND COST SERVICE LEVELS

Service Levels	Existing	Proposed	Existing	Proposed
Acres per 1000 Service Population/ Amount per Service Population	2.103	2.103	$676.18	$676.18
Trail Feet per	27.40	27.40	$201.86	$201.86

Service Levels	Existing	Proposed	Existing	Proposed
Service Population/ Amount per Service Population				
Trail Structures			$356.95	$356.95
Ice Arena			$90.02	$42.26
PC Marc			$278.00	$130.51
Open Space			$2,788.20	$2,788.20

The City intends to at least maintain service levels for parks, trails and open space. However, cost service levels for the PC Ice Arena and PC Municipal Athletic & Recreation Center (PC MARC) will decline as no new similar facilities are planned. Therefore, there is existing excess capacity in the Ice Arena and PC MARC. The existing and proposed levels of service have been expressed first in acres per 1,000 residents for parks, and in linear feet per resident for trails; these numbers are then converted to a cost level per service population. The parks, trails and recreation development in the City is one overall recreation system designed to meet the needs and desires of its residents for physical and leisure activities and therefore the overall cost service level reflects the combined level of service for all parks, trails and recreation facilities.

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv)

The table below shows the declining cost service levels that will occur in Park City, due to service population growth, if no new facilities are added. Service levels are shown in terms of units and in terms of cost. Each of these declining service levels is discussed in more detail in the body of this report.

Table 3: Impacts to Service Levels Due to New Development if No Improvements are Made

	2020 Service Level – Units	2030 Service Levels - 2030	Investment LOS 2020	Investment LOS 2030
Acres per 1000 Service Population/ Amount per Service Population	2.103	1.756	$676.18	$564.84
Trail Feet per Service Population/ Amount per Service Population	27.40	22.89	$201.86	$168.62
Trail Structures			$356.95	$298.18
Ice Arena			$90.02	$75.20
PC Marc			$278.00	$232.22
Open Space			$2,788.20	$2,329.10

Identify How the Growth Demands Will Be Met
Utah Code 11-36a-302(1)(a)(v)

In order to maintain the existing level of service, the projected new development over the next ten years will require the construction of new facilities or the consumption of excess capacity in the amount of $31,238,953.67.

TABLE 4: NEW FACILITIES NEEDED TO MEET THE DEMANDS OF NEW GROWTH

	New Investment	Cost of Capacity Consumed	TOTAL
Parks	$5,034,169.71		$5,034,169.71
Trails	$1,502,861.06		$1,502,861.06
Trail Structures*	$2,657,492.45		$2,657,492.45
Ice Arena		$314,634.81	$314,634.81
PC MARC		$971,666.34	$971,666.34
Open Space	$20,758,129.29		$20,758,129.29
TOTAL	$29,952,652.52	$1,286,301.15	$31,238,953.67

*Trail structures includes all trailheads, boardwalks and over/underpasses for trails. The "Trails" category includes trail miles only.

Consideration of Revenue Sources to Finance Impacts on System Improvements
Utah Code 11-36a-302(2)

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for parks, recreation, and trails improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Facilities Plan (IFFP) before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The City has retained Zions Bank Public Finance (ZPFI) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan
A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFFP by posting notice.

Preparation of Impact Fee Facilities Plan
Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee facilities plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an impact fee facilities plan which is required to identify the following:

(i) identify the existing level of service
(ii) establish a proposed level of service
(iii) identify any excess capacity to accommodate future growth at the proposed level of service
(iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
(v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

(i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
(ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

(a) grants
(b) bonds
(c) interfund loans
(d) transfers from the General Fund
(e) impact fees; and
(f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an impact fee facilities plan shall include a written certification from the person or entity that prepares the impact fee facilities plan. This certification is included at the conclusion of this analysis.

Existing Service Levels, Proposed Service Levels and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

Growth in Demand

Impacts on recreation-related facilities will come from growth in the service population.

TABLE 5: PROJECTED SERVICE POPULATION GROWTH, 2020-2030

Year	Population	Service Population
2020	8,320	37,770
2021	8,348	38,456
2022	8,376	39,154
2023	8,404	39,865
2024	8,432	40,589
2025	8,460	41,326
2026	8,488	42,076
2027	8,516	42,840
2028	8,544	43,618
2029	8,572	44,410
2030	8,600	45,215
2031	8,629	46,036
2032	8,658	46,872
2033	8,687	47,723
2034	8,716	48,589
2035	8,745	49,471
2060	17,722	80,452

Source: Park City. Service population includes residents, employees and visitors

Service population projections are for 7,445 new units between 2020 and 2030.

Existing Service Levels

Parks. Existing system parks are shown in the Table below:

TABLE 6: SYSTEM PARKS

Park Name	Total Acres
BMX Park	0.92
Carl Winters	2.34
City Park	15.38
Coalition Park	0.21
Creekside Park	1.61
Dog Park	1.72
McPolin Barn	29.73
Miner Hospital	(included in City Park)
Miners Park	0.07
Old Town Park	0.73
Olympic Park	1.13
Park City MARC	2.00
Prospector Park	4.67
Prospector Buffer Strip	6.00
Quinn's Sports Complex* (total =32; qualifying =	23.10
Rotary Park	2.82
Sidewinder Park	0.21
Skate Park	(included in City Park)
Slake Line Park	(included in City Park)
Thayne's Buffer Strip	2.03

Park Name	Total Acres
TOTAL	94.67
TOTAL Qualifying	79.42
Total Non-Qualifying	15.25

The existing level of service for parks then, for the purpose of calculating impact fees, is 2.103 acres per service population, calculated by dividing the 79.42 eligible park acres by the 2020 service population of 37,770 (which has been divided by 1,000).

Existing park improvements are summarized in the table below.

TABLE 7: SYSTEM PARK IMPROVEMENTS

Costs per Unit	Units	Cost per Unit	Total Cost
Acres	79.42	$200,000	$15,884,000
Mowed Acres	33.74	$98,010	$3,306,367
Restroom	7.00	$220,000	$1,540,000
Large Pavilion	5.00	$150,000	$750,000
Small Pavilion	3.00	$50,000	$150,000
Playground	3.00	$65,000	$195,000
Bike Rack	47.00	$500	$23,500
Bench	94.00	$1,000	$94,000
Picnic Table	69.00	$1,000	$69,000
Ball Diamonds	4.00	$100,000	$400,000
Basketball Court	1.00	$40,000	$40,000
Volleyball Court	4.00	$20,000	$80,000
Tennis Court	3.00	$90,000	$270,000
Multipurpose Field	4.00	$1,500	$6,000
BBQ Grill	11.00	$150	$1,650
Skate Park	1.00	$1,000,000	$1,000,000
Parking Stalls	823.00	$1,100	$905,300
Paths linear FT.	16,491.00	$50	$824,550
TOTAL			$25,539,367
Cost per Acre			$321,573

The City has indicated that none of the park land or improvements shown in the previous two tables were gifted, donated or acquired with grant funds. Therefore, they can be included in the level of service (LOS) for impact fees.

The existing level of service for parks (land and improvements) is therefore calculated by taking the total investment of $25,539,367 and dividing by the existing service population of 37,770, which results in a service level of $676.18 per service population.

Trails. The City currently has 196 trail miles (1,034,880 linear trail feet). This results in a current (2020) standard of 27.4 trail feet per service population, calculated by dividing the 1,034,880 trail feet by the 2020 service population. The level of service is $201.86 per service population, calculated by dividing the cost of the existing trail miles ($7,624,320) by the existing service population of 37,770.

TABLE 8: EXISTING SYSTEM TRAIL IMPROVEMENTS

Trails	Miles	Cost	Unit	Total Cost
Single-track trails (4')	172	$5.00	Linear Foot	$4,540,800
Soft-surface trail (8')	8	$9.00	Linear Foot	$380,160
Asphalt trail (10')	16	$32.00	Linear Foot	$2,703,360
TOTAL	196			$7,624,320

Trail Structures. Existing trail structures that are eligible to be considered in the calculation of impact fees total $13,482,000.

TABLE 9: EXISTING TRAIL STRUCTURES

Trail Structures	Units	Cost per Unit	Cost Unit	Total Cost
Underpasses	3	$4,000,000	Underpass	$12,000,000
Boardwalk (10' wide)	1	$90,000	Unit - $90 per sf	$90,000
Trailhead (paved)	8	$174,000		$1,392,000
TOTAL				$13,482,000

Ice Arena. The Ice Arena was acquired at a cost of $5.4 million. However, the Snyderville Basin Special Recreation District (SBSRD) contributed $2 million to the cost. Therefore, Park City was responsible for $3.4 million of total costs. The current level of service is $90.02 per service population calculated by dividing the Park City portion of $3.4 million by the 2020 service population of 37,770. However, the Ice Arena is expected to serve the needs of the community through buildout. Therefore, the proposed service levels will decline.

PC Marc. The PC Marc was acquired at a cost of $10.5 million. The current level of service is $278.00 per service population, calculated by dividing the $10.5 million by the 2020 service population of 37,770. Because PC Marc is also anticipated to serve the needs of the community through buildout, the proposed service level will decline.

Open Space. The City has acquired a great deal of open space as evidenced by its outstanding bonds for open space. Total investment reaches $105,310,214. This results in a current service level of $2,788.20, calculated by dividing the $105,310,214 by the 2020 service population of 37,770.

TABLE 10: EXISTING OPEN SPACE IMPROVEMENTS

Open Space		Actual Bond	Amount to Open Space	Total Eligible for Impact Fees
GO Bonds				
	2020	$9,470,000.00	100%	$9,470,000
	2019	$48,290,000.00	100%	$48,290,000
	2017	$25,000,000.00	100%	$25,000,000
Sales Tax Bonds				

Open Space	Actual Bond	Amount to Open Space	Total Eligible for Impact Fees
2019	$26,775,000.00	30%	$7,906,516
2017	$31,940,000.00	19%	$6,000,000
2015	$11,600,000.00	55%	$6,402,619
2014B	$5,375,000.00	42%	$2,241,079
TOTAL	$165,175,000.00		$105,310,214.00

Proposed Service Levels

The City has indicated that it would like to at least maintain its existing service levels for parks, trails and open space. Therefore, the proposed level of service for parks, trails and open space is at least the same as, or greater than, the existing level of service. Impact fees for parks, trails and open space, however, will only be calculated based on the existing level of service. If the community chooses to increase its service levels, it will be done through funding sources other than impact fees.

However, there is excess capacity in the City's Ice Arena and PC Marc. Therefore, proposed service levels for these facilities will decline in the future and impact fees for these two facilities will be calculated based on proposed service levels.

TABLE 11: PROPOSED SERVICE LEVELS

	2020 Service Level – Units	2030 Service Levels - 2030	Investment LOS 2020	Investment LOS 2030
Acres per 1000 Service Population/ Amount per Service Population	2.103	1.756	$676.18	$564.84
Trail Feet per Service Population/ Amount per Service Population	27.40	22.89	$201.86	$168.62
Trail Structures			$356.95	$298.18
Ice Arena			$90.02	$75.20
PC Marc			$278.00	$232.22
Open Space			$2,788.20	$2,329.10

The evaluation of proposed service levels was made after extensive discussion among City staff, along with input received by them from various members of the community.

Identify Excess Capacity

The City has not identified any excess capacity in any of its parks, trails or open space. It has, however, identified excess capacity in its Ice Arena and the PC Marc. In other words, the City intends to at least maintain its existing service level for parks, trails and open space. Therefore, it will need to build additional parks, trails and open space facilities. However, the City has assumed that there is sufficient excess capacity in its Ice Arena and the PC Marc that new development will be required to buy-in to the actual cost of these facilities rather than construct new facilities.

Identify Demands Placed on Existing Public Facilities by New Development Activity at Proposed Level of Service and How Those Demands Will Be Met

Utah Code 11-36a-302(1)(a)(iv)(v)

Demand Placed on Facilities by New Development Activity

Parks. Existing park service levels will decline, due to new development activity, from the existing service level of $676.18 to $564.84 per service population by 2030.

TABLE 12: PARK SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Population Growth	Acres per 1000 Service Population if No New Facilities	Total Park Acres Required	Cost Service Levels per Service Population if No New Facilities
2020	37,770		2.103	79.42	$676.18
2021	38,456	686	2.065	80.86	$664.12
2022	39,154	698	2.028	82.33	$652.28
2023	39,865	711	1.992	83.83	$640.65
2024	40,589	724	1.957	85.35	$629.22
2025	41,326	737	1.922	86.90	$618.00
2026	42,076	750	1.888	88.47	$606.98
2027	42,840	764	1.854	90.08	$596.16
2028	43,618	778	1.821	91.72	$585.52
2029	44,410	792	1.788	93.38	$575.08
2030	45,215	805	1.756	95.07	$564.84

Trails. The existing level of service of $201.86 will decline to $168.62 per service population by 2030, if no new improvements are made.

TABLE 13: TRAIL MILES SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Trail Feet per Resident if No New Facilities	Total Trail Feet Needed	Total Trail Miles Needed	Cost Service Levels per Service Population if No New Facilities
2020	37,770		27.40	1,034,880	196	$201.86
2021	38,456	686	26.91	1,053,676	200	$198.26
2022	39,154	698	26.43	1,072,801	203	$194.73
2023	39,865	711	25.96	1,092,282	207	$191.25
2024	40,589	724	25.50	1,112,119	211	$187.84
2025	41,326	737	25.04	1,132,313	214	$184.49
2026	42,076	750	24.60	1,152,862	218	$181.20
2027	42,840	764	24.16	1,173,796	222	$177.97
2028	43,618	778	23.73	1,195,112	226	$174.80

Year	Service Population	Service Population Growth	Trail Feet per Resident if No New Facilities	Total Trail Feet Needed	Total Trail Miles Needed	Cost Service Levels per Service Population if No New Facilities
2029	44,410	792	23.30	1,216,813	230	$171.68
2030	45,215	805	22.89	1,238,869	235	$168.62

Trail Structures. The existing level of service of $780.57 will decline to $652.04 per service population by 2030, if no new improvements are made.

TABLE 14: TRAIL STRUCTURES SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population If No New Facilities
2020	37,770		$780.57
2021	38,456	686	$766.64
2022	39,154	698	$752.98
2023	39,865	711	$739.55
2024	40,589	724	$726.35
2025	41,326	737	$713.40
2026	42,076	750	$700.68
2027	42,840	764	$688.19
2028	43,618	778	$675.91
2029	44,410	792	$663.86
2030	45,215	805	$652.04

Ice Arena. The Ice Arena has sufficient capacity to serve new development through buildout. Therefore, the existing service level of $90.02 will decline to $42.26 by buildout. This is, therefore, the proposed service level.

TABLE 15: ICE ARENA SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2020	37,770		$90.02
2021	38,456	686	$88.41
2022	39,154	698	$86.84
2023	39,865	711	$85.29
2024	40,589	724	$83.77
2025	41,326	737	$82.27
2026	42,076	750	$80.81
2027	42,840	764	$79.37
2028	43,618	778	$77.95
2029	44,410	792	$76.56
2030	45,215	805	$75.20
Buildout	80,452		$42.26

PC MARC. The PC MARC has sufficient capacity to serve new development through buildout. Therefore, the existing service level of $278.00 will decline to $130.51 by buildout. This is, therefore, the proposed service level.

TABLE 16: PC MARC SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2020	37,770		$278.00
2021	38,456	686	$273.04
2022	39,154	698	$268.17
2023	39,865	711	$263.39
2024	40,589	724	$258.69
2025	41,326	737	$254.08
2026	42,076	750	$249.55
2027	42,840	764	$245.10
2028	43,618	778	$240.73
2029	44,410	792	$236.43
2030	45,215	805	$232.22
Buildout	80,452		$130.51

Open Space. The existing open space level of service of $2,788.20 will decline to $2,329.10 by 2030 if no additional open space is acquired.

TABLE 17: OPEN SPACE SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2020-2030

Year	Service Population	Service Population Growth	Cost Service Levels per Service Population if No New Facilities
2020	37,770		$2,788.20
2021	38,456	686	$2,738.46
2022	39,154	698	$2,689.64
2023	39,865	711	$2,641.67
2024	40,589	724	$2,594.55
2025	41,326	737	$2,548.28
2026	42,076	750	$2,502.86
2027	42,840	764	$2,458.22
2028	43,618	778	$2,414.38
2029	44,410	792	$2,371.32
2030	45,215	805	$2,329.10

Identify the Means by Which the Political Subdivision Will Meet the Growth Demands

The City will need to acquire additional parks, trails and open space in order to maintain its existing service levels. Service levels will decline, as a result of service population growth unless new facilities are constructed or acquired. Impact fees will be used to maintain the existing service levels for parks, trails and open space. Impact fees can also be used to buy into the existing, excess capacity of the Ice Arena and PC MARC.

TABLE 18: COST OF FACILITIES DUE TO NEW GROWTH

	New Investment	Cost of Capacity Consumed	TOTAL
Parks	$5,034,169.71		$5,034,169.71
Trails	$1,502,861.06		$1,502,861.06
Trail Structures	$2,657,492.45		$2,657,492.45
Ice Arena		$314,634.81	$314,634.81
PC MARC		$971,666.34	$971,666.34
Open Space	$20,758,129.29		$20,758,129.29
TOTAL	$29,952,652.52	$1,286,301.15	$31,238,953.67

*Trail structures includes all trailheads, boardwalks and over/underpasses for trails. The "Trails" category includes trail miles only.

Consideration of All Revenue Sources

Utah Code 11-36a-302(2)

Grants. The City anticipates that future trail land will be acquired through easements and grants, as it has in the past, and has therefore not included any cost for trail land in the calculation of impact fees. The City is unaware of any potential grant sources for future parks, recreation and trails development. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

The City has no knowledge of any future parks, trails or recreation gifts that will be received by the City. Further, the City has conservatively excluded any gifted properties, or properties acquired through grant funds, in establishing its level of service used in the calculation of impact fees.

Bonds. The City has several outstanding bonds for open space – GO Series 2017, 2019 and 2020 and Sales Tax Series 2014A, 2014B, 2015, 2017 and 2019. Credits for these bonds will need to be considered in the calculation of impact fees.

Interfund Loans. The City currently has no plans to purchase parks, recreation or trail facilities through any interfund loans and has not done so in the past

Transfer from General Fund. To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund. It is most likely that, if net revenues should be generated for park facilities, they will be used to raise existing service levels rather than offset the demands generated by new development which is anticipated to be offset with impact fees.

Impact Fees. Because of the growth anticipated to occur in the City, impact fees are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis for Parks, Recreation, and Trails may be prepared and the City may charge impact fees for Parks, Recreation, and Trails.

Anticipated or Accepted Dedications of System Improvements.

Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

Certification

Zions Bank Public Finance certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
    a. costs of operation and maintenance of public facilities;
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
    c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. Complies in each and every relevant respect with the Impact Fees Act.

PARK CITY

DRAFT PUBLIC SAFETY IMPACT FEE FACILITIES PLAN

Zions Public Finance, Inc.
November 2020

IMPACT FEE FACILITIES PLAN
PARK CITY

Executive Summary

Background

This Impact Fee Facilities Plan (IFFP) was prepared to meet the requirements of Utah Code §11-36a. Impact fees are a one-time fee charged to new development to help offset the capital costs associated with new growth in a community. Park City has determined that there is one city-wide service area.

New Development and Growth

Park City is experiencing solid growth. Residential, commercial, and institutional growth create the demand for new public safety capital facilities. Projected growth is shown in the following table:

TABLE 1: GROWTH PROJECTIONS, 2019-2030

Year	Households	Commercial SF	Institutional SF
2019	9,851	4,168,444	1,316,185
2020	9,876	4,178,488	1,319,357
2021	9,909	4,192,550	1,323,797
2022	9,942	4,206,612	1,328,237
2023	9,976	4,220,675	1,332,677
2024	10,009	4,234,737	1,337,118
2025	10,042	4,248,799	1,341,558
2026	10,075	4,262,861	1,345,998
2027	10,109	4,276,924	1,350,438
2028	10,142	4,290,986	1,354,878
2029	10,175	4,305,048	1,359,318
2030	10,208	4,319,110	1,363,758

Source: Park City; Summit County Assessor's Office

Identify the Existing and Proposed Levels of Service and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

The IFFP considers only *system* facilities in the calculation of impact fees. For the City, this has been determined to mean public safety buildings.

Existing service levels are based on the current capital facilities (i.e., building square feet) as measured per demand unit. Demand units increase with development which generates more calls for service and, therefore, the need for more public building space.

The City had 17,549 calls for service in Park City in 2019.[1] With the growth that the City is experiencing, these calls for service will only increase in the future. The City currently has excess capacity in its existing police facilities sufficient to serve the needs of the City through at least the next 10 years and therefore will not need to construct new facilities in order to meet the demands of new growth.

During 2019, the City averaged 0.74 police calls per residential dwelling unit. It also averaged 0.001653 calls per square foot of commercial space and .002462 calls per square foot of institutional space. With 23,000 police building square feet, this results in an existing service level of 1.31 square feet of police facility space for every police call. The proposed service level is for 1.26 square feet per call calculated by dividing the total police building square feet (23,000) by the projected calls in 2030 (18,185).

TABLE 2: EXISTING AND PROPOSED LEVEL OF SERVICE

	TOTAL	Residential	Commercial	Institutional
Police Calls 2019	17,549	7,298	6,890	3,240
Residential Dwelling Units or Non-Residential SF – 2019		9,851	4,168,444	1,316,185
Average Annual Calls per Residential Dwelling Unit or Nonresidential SF		0.74	0.001653	0.002462
TOTAL Police Building SF	23,000	9,565	9,030	4,247
Existing LOS - SF per Call		1.31	1.31	1.31
Police Calls 2030	18,185	7,563	7,140	3,357
Proposed Police Building SF per Call		1.26	1.26	1.26

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv)

The police department currently has excess capacity sufficient to serve the needs of new development through at least the next 10 years. Therefore, no new facilities are needed in order to meet growth demands in the City. Rather, new development will consume excess capacity in the existing building. Assuming that a new police station is needed by 2030, the current excess capacity is 804 square feet.

Identify How the Growth Demands Will Be Met

Utah Code 11-36a-302(1)(a)(v)

New growth will need to buy into the excess capacity of the existing police facilities. The actual cost of existing police facilities is $7,300,000.

[1] Park City had 17,549 total police calls for service in 2019. These calls have been reduced for impact-fee purposes to account for the fact that 2 percent of all traffic-related police calls are attributed to pass-through traffic that does not originate in Park City. Traffic calls represent 34.3 percent of all calls for service received by the police department. An estimated 2 percent of these traffic calls are attributed to pass-through traffic and therefore cannot be included in the calculation of impact fees.

Consideration of Revenue Sources to Finance Impacts on System Improvements

Utah Code 11-36a-302(2)

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for public safety improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Facilities Plan before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan

A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFFP.

Preparation of Impact Fee Facilities Plan

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee facilities plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an IFFP which is required to identify the following:

- (i) identify the existing level of service
- (ii) establish a proposed level of service
- (iii) identify any excess capacity to accommodate future growth at the proposed level of service
- (iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
- (v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

- (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or

(ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

(a) grants
(b) bonds
(c) interfund loans
(d) transfers from the General Fund
(e) impact fees; and
(f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an impact fee facilities plan shall include a written certification from the person or entity that prepares the impact fee facilities plan. This certification is included at the conclusion of this analysis.

Existing Service Levels

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

Growth in Demand

Impacts on public safety facilities will come from both residential, commercial, and institutional growth. This growth is projected as follows:

TABLE 3: GROWTH PROJECTIONS, 2019-2030

Year	Households	Commercial SF	Institutional SF
2019	9,851	4,168,444	1,316,185
2020	9,876	4,178,488	1,319,357
2021	9,909	4,192,550	1,323,797
2022	9,942	4,206,612	1,328,237
2023	9,976	4,220,675	1,332,677
2024	10,009	4,234,737	1,337,118
2025	10,042	4,248,799	1,341,558
2026	10,075	4,262,861	1,345,998
2027	10,109	4,276,924	1,350,438
2028	10,142	4,290,986	1,354,878
2029	10,175	4,305,048	1,359,318
2030	10,208	4,319,110	1,363,758

Source: Park City; Summit County Assessor's Office

Residential, commercial, and institutional growth will create increased demand for public safety services as demonstrated by the increased calls for service that are projected to occur.

The increased police calls for service are projected as follows for residential, commercial, and institutional land uses in Park City. Additional calls may be received for pass-through traffic, but these demand units are not included in the calculation of impact fees.

TABLE 4: PROJECTED GROWTH IN POLICE CALLS FOR SERVICE BY DEVELOPMENT IN PARK CITY

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Impact Fee Eligible Calls	Total Calls
2019	7,298	6,890	3,240	17,429	17,549
2020	7,317	6,907	3,248	17,472	17,593
2021	7,341	6,931	3,259	17,531	17,652
2022	7,366	6,954	3,270	17,590	17,711
2023	7,391	6,977	3,281	17,649	17,771
2024	7,415	7,000	3,292	17,707	17,830
2025	7,440	7,024	3,303	17,766	17,889
2026	7,465	7,047	3,314	17,825	17,948
2027	7,489	7,070	3,325	17,884	18,007

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Impact Fee Eligible Calls	Total Calls
2028	7,514	7,093	3,336	17,943	18,067
2029	7,538	7,116	3,347	18,001	18,126
2030	7,563	7,140	3,357	18,060	18,185

Existing Service Levels

The police department currently has excess capacity sufficient to serve the needs of new development through the next 10 years. Therefore, no new facilities are needed in order to meet growth demands in the City. At the proposed service level of 1.26 building square feet per call, new residential, commercial, and institutional development will consume the excess capacity in the existing police facility by 2030.

During 2019, the City averaged 0.74 police calls per residential dwelling unit. It also averaged 0.001653 calls per square foot of commercial space and .002462 calls per square foot of institutional space. With 23,000 police building square feet, this results in an existing service level of 1.31 square feet of police facility space for every police call.

TABLE 5: EXISTING LEVEL OF SERVICE

	TOTAL	Residential	Commercial	Institutional
Police Calls 2019	17,549	7,298	6,890	3,240
Residential Dwelling Units or Non-Residential SF – 2019		9,851	4,168,444	1,316,185
Average Annual Calls per Residential Dwelling Unit or Nonresidential SF		0.74	0.001653	0.002462
TOTAL Attributable Police Building SF	23,000	9,565	9,030	4,247
Existing LOS – SF per Call		1.31	1.31	1.31
*Does not include traffic pass-thru calls that do not originate in Park City				

Proposed Level of Service

New growth will need to buy into the excess capacity of the existing police facilities. The actual cost of existing police facilities is $7,300,000. The proposed level of service is 1.26 police building square feet per call; the existing service level is 1.31 square feet per call.

TABLE 6: PROPOSED LEVEL OF SERVICE

	TOTAL	Residential	Commercial	Institutional
Police Calls 2030	18,185	7,563	7,140	3,357
Residential Dwelling Units or Non-Residential SF – 2030		10,208	4,319,110	1,363,758

	TOTAL	Residential	Commercial	Institutional
Average Annual Calls per Residential Dwelling Unit or Nonresidential SF		0.74	.001653	.002462
TOTAL Attributable Police Building SF 2030	23,000	9,565	9,030	4,247
Proposed LOS – SF per Call		1.26	1.26	1.26

Excess Capacity

The existing police department has excess capacity sufficient to serve the needs of new development through at least the next 10 years. Therefore, no new facilities are needed within the timeframe of this study in order to meet growth demands in the City. At the proposed service level of 1.26 building square feet per call, new residential, commercial, and institutional development will need a total of 23,000 square feet of space by 2030. Therefore, the excess capacity in the existing building will be consumed by 2030.

Identify Demands Placed upon Existing Facilities by New Development Activity at the Proposed Level of Service

New development will consume 804 square feet of the excess capacity in the existing police station by 2030.

TABLE 7: FACILITIES NEEDED (POLICE BUILDING SQUARE FEET) TO MAINTAIN PROPOSED SERVICE LEVELS

Year	Residential Calls	Commercial Calls	Institutional Calls	Total Police SF Needed
2019	7,298	6,890	3,240	22,196
2020	7,317	6,907	3,248	22,251
2021	7,341	6,931	3,259	22,326
2022	7,366	6,954	3,270	22,401
2023	7,391	6,977	3,281	22,476
2024	7,415	7,000	3,292	22,551
2025	7,440	7,024	3,303	22,626
2026	7,465	7,047	3,314	22,700
2027	7,489	7,070	3,325	22,775
2028	7,514	7,093	3,336	22,850
2029	7,538	7,116	3,347	22,925
2030	7,563	7,140	3,357	23,000
Growth, 2019-2030	265	250	117	804

Identify the Means by Which the Political Subdivision or Private Entity Will Meet Those Growth Demands

The City will meet the proposed growth demands by allowing new development to buy into the existing excess capacity of the police station. The police station has 804 square feet of excess capacity in 2020. New development will therefore need to buy into the cost of the existing, excess capacity of the police station. Total actual cost of the existing police station is $7,300,000.

Manner of Financing for Public Facilities

Utah Code 11-36a-304(2)(c)(d)(e)

Impact fees will be used to fund the established growth-driven public safety services for law enforcement and fire.

Credits Against Impact Fees

Utah Code 11-36a-304(2)(f)

The Impact Fees Act requires credits to be paid back to development for future fees that may be paid to fund system improvements found in the IFFP so that new development is not charged twice. Credits may also be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the City in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item that a developer funds must be included in the IFFP if a credit is to be issued and must be agreed upon with the City before construction of the improvements.

In the situation that a developer chooses to construct facilities found in the IFFP in lieu of impact fees, the arrangement must be made through the developer and the City.

The standard impact fee can also be decreased to respond to unusual circumstances in specific cases in order to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.

At the discretion of the City, impact fees may be modified for low-income housing, although alternate sources of funding must be identified.

Grants

The City is unaware of any potential grant sources for future public safety facilities. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

Bonds

The City has one remaining bond payment on the 2014A Sales Tax Bond that was partially issued to pay for the existing police station. The 2021 payment is for $28,380. This will result in a credit of $1.62 per call.

Transfer from General Fund
To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund. It is most likely that, if net revenues should be generated, they will be used to reach the Proposed Service Levels recommended in this IFFP and not to offset the demands generated by new development, which is anticipated to be offset with impact fees.

Impact Fees
Because of the growth anticipated to occur in the City, impact fees are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis may be prepared and the City may charge impact fees for public safety.

Anticipated or Accepted Dedications of System Improvements
Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
   a. allowed under the Impact Fees Act; and
   b. actually incurred; or
   c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
   a. costs of operation and maintenance of public facilities;
   b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
   c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. Complies in each and every relevant respect with the Impact Fees Act.

Park City

Interim Traffic Impact Fee Rate Study and Technical Support

November 2020

Adopted:

Issued:

Prepared By:

T-O ENGINEERS

Park City

Interim Traffic Impact Fee

Rate Study and Technical Support

November 2020

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T-O ENGINEERS

Introduction

This document summarizes the interim traffic impact fee (TIF) rate study prepared for consideration by Park City officials. The interim TIF was developed based on capacity improvements identified in coordination with the Engineering and Planning Departments and traffic forecasts identified from the regional travel demand model maintained by the Utah Transportation Department (UDOT). The TIF was developed to help promote public and private collaboration in the sharing of costs for street and intersection improvements needed to promote safe and adequate multimodal mobilities within the City.

T-O Engineers certifies that the attached impact fee facilities plan:

1. includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
    a. costs of operation and maintenance of public facilities;
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
    c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and,
3. complies in each and every relevant respect with the Impact Fees Act.

I. INTERIM TIF IMPROVEMENT LIST

Per Utah Code Title 11 Chapter 36a, TIF improvements must provide for new capacities and demonstrate benefit to land use development. Improvements cannot address current deficiencies such as deteriorating facilities or specifically address pedestrian/bicycle needs unless there is a capacity element benefiting development growth. Transit improvements can be funded by the TIF.

Improvements were identified initially through discussions with the Engineering and Planning Departments and are being incorporated into an updated Transportation Master Plan. As these improvements provide congestion relief, all City developments should benefit from street and intersection projects. The priority capacity improvements of Park City will be addressed with the Park City 6-Year Transportation Improvement Plan, Year 2020 to 2026 (heron referred to as City 6-Year TIP), as identified in coordination with the City Engineering and Planning Departments and as affirmed with Planning Commission in December, 2020.

The TIF improvements list includes infrastructure projects specifically related to roadways. There are TIF eligible elements of these projects that are included in the TIP fee calculations, with some costs that are not eligible for TIF support. These eligible costs result in the provision of mobilities and safety that benefit new land use development. Full or partial funding for ten (10) TIP projects has been included in the TIF project list, which has been summarized and described as follows:

- **System Wide Bus Stop Improvements**

  The bus stops will improve capacity by allowing busses to load and unload outside of the traffic lanes and avoid causing backups and associated delays. The overall project will include 6 major stops and 2 minor stops with bus shelters, bike racks and other amenities to make bus travel more attractive to the traveling public.

The impact fee eligible portion of these projects have been limited to the work needed to create the bulb out to increase the roadway capacity.

Project Total Cost, $1,700,000

Project Cost Allocation, $211,418

- **SR224 BRT Transit Improvements**

  Park City municipal will be responsible for transit intersection improvements, signage, and potential roadway widening to accommodate transit lanes between SR224/Empire and Marsac. Roadway widening will consist of 2-12 ft lanes for approximately 3 miles of roadway. ROW needs to be acquired for this project but is not being included in the impact fee.

  The impact fee eligible portion of this project has been limited to the roadway widening and half of the cost for the 2 intersections being improved. Signage and lights are not being included in this impact fee cost.

  Project Total Cost, $10,000,000

  Project Cost Allocation, $6,762,400

- **Arts and Culture District Mobility Hub**

  The arts and culture district is a multi-year, multi-million dollar amenity to the Park City community. In addition to the facility, a number of sidewalk, trail and roadway improvements are planned to improve access to the new center as well as improve the overall traffic and pedestrian flow through the area. The capacity improving components of the project include the construction of 4 regional transit stops, flexible curb shuttle space, underground transit facilities and amenities, micro transit connector facilities, bike share stations, as well as improved sidewalks and pathways.

  The impact fee eligible components has been limited to two bus bulb outs that will be 160 ft in length and incorporate 8-ft and 12-ft sidewalks, as these will directly impact vehicular traffic flow.

  Project Total Cost, $9,000,000

  Project Cost Allocation, $63,053

- **Munchkin Complete Street Connection and Improvements**

  Munchkin Rd will be extended west to make a connection through to Homestake. The project includes a 15’ pathway on the south side of the road along with a 5’ sidewalk on the north side, shared bike lane markings, improved high visibility crossing at Munchkin/Bonanza Dr, Utility relocation, roadway connections and landscaping.

  The impact fee eligible portion of this project includes the 15-ft pathway, 8-ft sidewalk, and the extended roadway. Utility relocation, lighting, and landscaping are not being included in the impact fee.

  Project Total Cost, $1,266,380

  Project Cost Allocation, $1,061,937

- **Woodbine and Homestake Complete Streets Improvements**

  Park City wants to reconstruct the Woodbine/SR248 crossing, improve the drainage and utilities at this intersection, and incorporate more signage. To improve capacity, a 5' sidewalk will be constructed on both sides of Woodbine and shared bike lane markings will be painted on the roadway.

  Homestake improvements are incorporated into this project as well, and will include utility relocation, improved roadway connections, shared bike lane markings, protected pedestrian crossings, and landscaping. An additional 15' path on the south side of Homestake will be added to the route, and SR224 pedestrian crossing improvements will also be included with this project.

  The items that are not impact fee eligible include landscaping, utility relocation, signage, pedestrian crossings, and the Woodbine/SR248 reconstruction.

  Project Total Cost, $2,490,160

  Project Cost Allocation, $1,933,581

- **Mobility as a Service Improvement and Curb Side Improvements**

  To improve roadway capacity, drop-off and pick-up zones will be constructed with modified curb space and bulb outs. In addition, on-demand, real-time software platforms will be installed that will include any combo of transport methods such as car and bike sharing or taxi and car rentals, and provide consumer travel planning.

  The portion of this project that will be included in the impact fee is the drop-off and pick-up zones.

  Project Total Cost, $1,500,000

  Project Cost Allocation, $23,609

- **Iron Horse Complete Street Improvements**

  Iron Horse street improvements will incorporate enhanced sidewalks and improved pathways. Part of the pathway improvements includes a pathway connection to Rail Trail, improves the Bonanza Dr. intersection, and improves the crossing at Shortline and Iron Horse.

  Only 1357-ft of new sidewalk on the south side of Iron Horse and 1200-ft of trail improvements are being included in the impact fee for this project. Majority of this project is improving the existing system and not necessarily adding capacity to the system.

  Project Total Cost, $2,200,000

  Project Cost Allocation, $157,708

- **Deer Valley Drive Complete Streets and Resort Transit Access**

  Transit access improvements are intended to advance transit only facilities (SR224/Deer Valley Dr) by providing transit priority access to the Deer Valley transit hub. In addition to improving vehicle access to the transit facilities, this project also provides improved sidewalks, pathways, and bike lane connections on Deer Valley Drive.

Park City is still deciding if 3 miles of a new lane will be added, or if striping will be changed as part of this transit access improvement. As such, the impact fee incorporates a single transit center in the cost estimate and not roadway widening or sidewalk improvements.

Project Total Cost, $6,000,000

Project Cost Allocation, $383,662

- **Park Avenue Complete Street Improvements**
  Streets improvements on Park Avenue from Old Town to SR224/Empire will improve capacity by adding 5 bus bulb outs and widened sidewalks. Pedestrian and bike treatments such as side paths, crossing improvements at major intersections, new or widened sidewalks, transit circulation, snow removal, and flex space will be prioritized with this project. An additional consideration with this project is implementing parking management practices, such as removing the west side parking stalls or adding a local residential parking permit program.

  Upsizing sidewalks from 5-ft to 8-ft and adding 5 bus bulb outs was included in the impact fee cost estimate. Other pedestrian and street improvements that are incorporated into this project will not necessarily add capacity to the system, but will encourage people to use alternative means of travel.
  Project Total Cost, $2,400,000

  Project Cost Allocation, $126,309

- **Old Town Complete Street Improvements**
  There are several active transportation improvements planned in the Old Town area of Park City. Several of these transportation improvements include additional neighborhood byway opportunities, wayfinding, pedestrian crossings, and improved bike/pedestrian facilities. Specific projects that will include neighborhood byways are located on Sullivan Rd, 12th St, 11th St, and 5th St.

  For the impact fee cost estimate, it was estimated that 6000-ft of 5-ft sidewalks will be added to these areas. Additional improvements to bike and pedestrian facilities were not included in the impact fee.

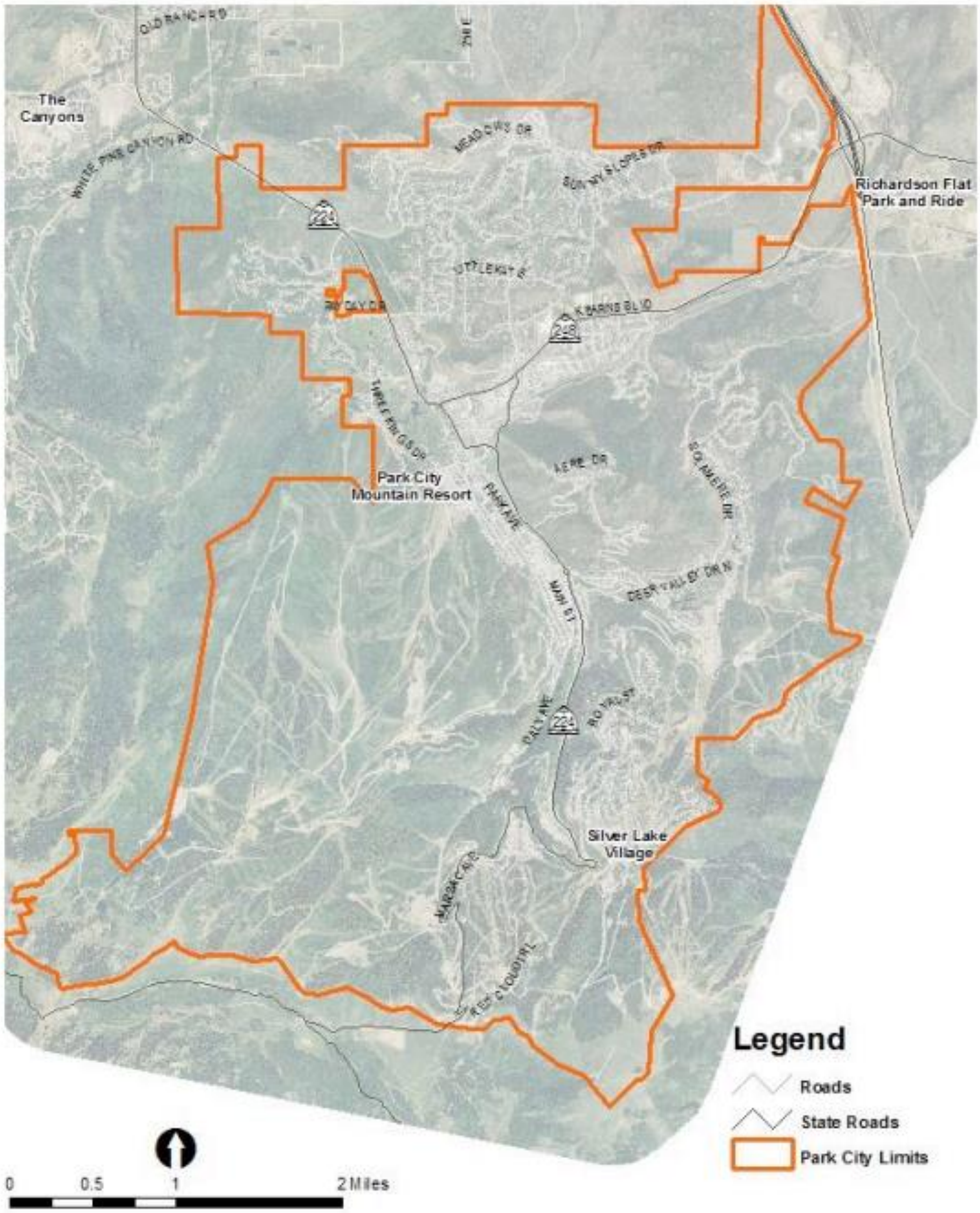
  Project Total Cost, $3,000,000

  Project Cost Allocation, $526,000

No priority has been inferred from the projects listed above. The City will work to advance projects equally and earnestly. The public works director will work with staff to create funding opportunities to advance these projects through financial resources such as the City capital budget, State and Federal grants, and other funding mechanisms, using TIFs to advance certain projects over others as these opportunities arise.

II. SERVICE AREA

Park City has a common arterial network that benefits most travelers of the community and City visitors. Most impact fee capital projects are structured to relieve traffic congestion and improve mobility along this arterial network for pedestrians, bicyclists, and vehicles. New development will benefit from the improved capacities provided along these roadways. As such, the City will have one impact fee service which includes all development within City limits. A map showing City limits has been provided with the boundaries map below.



Park City Municipal Boundaries, 2011 (Source: Park City Traffic & Transportation Master Plan of 2011)

III. COST ESTIMATION

Design and construction cost estimates were obtained for developing the TIF rate. Estimates were based on coordination with the City Engineers office and bids for similar projects. Estimates reflect design and construction, but do not include right-of-way acquisition or environmental remediation.

A summary of the TIF improvements and their associated costs are shown with Table 1. Costs should be updated, as based on complete designs, prior to bidding improvements for construction.

Table 1. TIF Improvement Project List and Cost Estimates		
Improvement Project	**Total Project Cost**	**TIF Estimate**
System wide bus stop improvements	$1,700,000	$211,418
SR224 BRT Transit improvements	$10,000,000	$6,762,400
Arts and Culture District Mobility Hub	$9,000,000	$63,053
Munchkin Complete Street Connection and Improvements	$1,266,380	$1,061,937
Woodbine and Homestake Complete Streets Improvements	$2,490,160	$1,933,581
Mobility as a Service Improvements and curb side improvements	$1,500,000	$23,609
Iron Horse Complete Street Improvements	$2,200,000	$157,708
Deer Valley Drive Complete Streets and Resort Transit Access	$6,000,000	$383,662
Park Avenue Complete Street Improvements	$2,400,000	$126,309
Old Town Complete Street Improvements	$3,000,000	$526,000
Planning Level Construction Cost Estimate Total	**$39,556,540**	**$11,249,677**
** Right of Way Costs and Environmental Not Included in Estimate		

As shown, in summary there is a total cost estimate of $11,249,677 associated with described TIF improvements prioritized from the 6-Year TIP.

These TIF improvements are forecast to maintain existing level of service (LOS) for the next 6 years as the community continues to develop. Existing LOS deficiencies will not be addressed with these 10 projects; rather, only elements of new capacity demand have been addressed via the cost estimations shown with Table 10. The 10 projects listed above are directly related to additional development and improving capacity. These assumptions will be addressed in a more detailed TIF study once Master Plan updates have occurred.

IV. LAND USE TRIPS

The base TIF rate was developed based on the trip generation potentials identified from the regional travel demand model maintained by UDOT. The model addresses forecast land use growth through year 2050, as based on socioeconomic projections established from local agencies. A year 2030 travel horizon was available from the UDOT model, with model productions and attractions (approaching and departing trips) extrapolated to year 2026. The travel demand model provided data in terms of daily trip generation potentials.

Park City is comprised of 46 transportation analysis zones (TAZs) in the model. A total of 26,468 trips were forecasts within the short-term (6-year) analysis of the Plan for these TAZs, an allocation of 4,411 trips per year. As described in the following section, this six-year forecast was compared with eligible construction costs to generate the base TIF fee rate for the City.

V. BASE FEE RATE, TIF, AND LAND USE SCHEDULE

Per Utah State codes, land use development is responsible for “proportionately” mitigating the impact of new traffic growth upon City streets; meaning traffic related only to new land uses. Looking at the proposed projects and after discussions with City officials and planners, it was assumed that 40-percent of the capacity improvements would directly mitigate traffic impacts resulting from new development. The remaining 58-percent of capacity improving projects are necessary to restore and maintain the desired level of service throughout the community, and 2-percent of the projects are related to pass through traffic.

This study established TIF rates using 40-percent new development versus 60-percent existing deficiencies funding split; meaning the City would be responsible for 60% of costs in construction.

The City is therefore assessing new land use development with 40-percent of eligible improvement costs identified prior.

The base TIF fee rate is determined by dividing development total construction cost obligation by the number trips generated by associated land uses.

- TIF Rate = Eligible Construction Cost * % Development Participation / Development Trips

As discussed, highlighted improvements have a construction cost estimate of $11,249,677. City land use developments are forecast at about 26,468 annual trips throughout the entire City within the next 6-years. A summary of the base TIF rate with a 60-40 City versus development split is shown in **Table 2**.

Table 2. Park City Baseline TIF Fee

	Cost Allocation		Development TIF, Per Daily Trip	
City Balance	City	Development	Daily Trip	Cost ($)/Trip
60% vs.40% Split	$6,749,806	$4,499,871	26,468	$170.01

The base development TIF would be $170.01 per Daily Trip. In other words, $170.01 would be assessed per every daily trip generated by forecast land use development.

A typical and convenient administration of TIFs is through a schedule of fees assigned per land use units. For instance, a cost per residential unit, commercial building area, or school/university student. The schedule is most defensible when using rates provided with the Institute of Transportation Engineers, Trip Generation Manual, as it is a consistent approach based on a nationally recognized methodology. Fees are discussed in the IFA prepared by Zions public Finance, INC. in November of 2020.

Note in extraordinary cases, a development may have a substantial impact upon City streets well outside of the daily traffic. As such, these impacts would be vetted through the City Traffic Impact Analysis process and an alternate TIF application may be agreed upon between the developer, owner, or applicant and the City Public Works Director or Engineer to address impacts on TIF capacity projects. An example of this could include, but would not necessarily be limited to, some form of entertainment venue such as sporting or concert events.

VI. ADMINISTRATIVE CREDITS

As stated in the IFA, “the City does not have any outstanding bonds for roadway construction. Therefore, no credits need to be made against the transportation impact fees due to outstanding debt obligations.” The City does however have the authority to credit developments if they so choose.

VI. SUMMARY

The traffic impact fee (TIF) analysis developed for Park City confirms a base TIF fee rate of $170.01 per daily trip would help offset the capital improvement costs associated with land use development. This fee represents a 60-40 City versus development cost split/share of priority City 6-Year TIP improvements planned by the City. Credits can be allowed administratively by the Public Works Director at their discretion, with no credit surpassing the total assessment of impact fees.