



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 12, 2023**

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

CLOSED SESSION - 3:00 p.m.

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

WORK SESSION

3:15 p.m. - FY24 Budget Discussion
[Funding and Financing Tools Presentation](#)

4:45 p.m. - Bus Rapid Transit Update by Caroline Rodriguez, High Valley Transit District Executive Director

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Police Department Community Outreach Efforts
[Community Outreach Efforts Staff Report](#)
2. Administration of Public Bodies
[Administration of Public Bodies Staff Report](#)
3. Bonanza Small Area Plan and Arts and Culture Feasibility Study Update
[Bonanza Small Area Plan and Arts and Culture Feasibility Study Staff Report](#)

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

IV. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Professional Service Agreement, in a Form Approved by the City Attorney, with Brightly to Facilitate a Facility Condition Assessment and Provide Asset Management Software, for a One-Year term, to the Ice

Arena, Not to Exceed \$40,334.13

[Ice Arena Asset Management Software Staff Report](#)

2. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2023 Sundance Film Festival
[Type 2 Convention Sales Licenses Staff Report](#)
[Exhibit A: January 12, 2023 CSL List](#)
3. Request to Approve Special Event Temporary Alcoholic Beverage Licenses during the 2023 Sundance Film Festival
[Special Event Temporary Alcoholic Beverage Licenses Staff Report](#)
[Exhibit A: January 12, 2023 Liquor List](#)
4. Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney with EFG Consulting, to Complete the Business License Fee Study in an Amount Not to Exceed \$34,850
[Business License Fee Study Staff Report](#)
[Exhibit A: Original Contract](#)
[Exhibit B: First Addendum](#)
5. Request to Approve an Amendment to the 2023 Sundance Film Festival Supplemental Plan, Allowing Park City Historical Society to Sub-Lease City Property at 528 Main Street for Lyft, an Official Sundance Sponsor
[Sundance Supplemental Plan Amendment Lyft Staff Report](#)
[Exhibit A: Lyft Activation Plan at Park City Museum](#)
[Exhibit B: 2023 Sundance Film Festival Level Five Special Event Permit and Use Matrix](#)

V. NEW BUSINESS

1. Consideration to Adopt an Interlocal Agreement to Authorize the Wasatch Back Rural Planning Organization
(A) Public Input (B) Action
[Rural Planning Organization Staff Report](#)
[Exhibit A: Wasatch Back RPO Interlocal Agreement](#)
[Exhibit B: Rural Planning Organization Presentation](#)
2. Consideration to Approve Ordinance 2023-02, an Ordinance Granting an Electric Utility Franchise to Rocky Mountain Power
(A) Public Hearing (B) Action
[RMP Franchise Agreement Staff Report](#)
[Exhibit A: Electric Utility Franchise Agreement](#)
[Exhibit B: Electric Utility Franchise for Rocky Mountain Power Ordinance](#)
3. Consideration to Accept a Public Art Donation, Our Elk Herd, by Artist Bland Hoke, from Save People Save Wildlife (SPSW)
(A) Public Input (B) Action
[SPSW Art Donation Staff Report](#)
[Exhibit A: SPSW Proposal Our Elk Herd](#)
[Exhibit B: SPSW Draft Art Gift Agreement](#)
4. Consideration to Accept a Donation of 2.5 Tons of Daly West Headframe Steel from the Friends of Ski Mining History and Commission a Public Art Sculpture Estimated to Cost \$60,000 from the Public Art Fund
(A) Public Input (B) Action

FOSMMH Art Donation Staff Report
Exhibit A: FOSMMH Proposal
Exhibit B: FOSMMH Draft Art Gift Agreement

5. Consideration to Approve Resolution 01-2023, a Resolution Approving City Council Rules of Order and Procedure
(A) Public Hearing (B) Action
City Council Rules of Order and Procedure Staff Report
Exhibit A: Rules of Order and Procedure Resolution
Exhibit B: Public Comment Reminders and Video Series
Exhibit C: Resolution 29-12 with Redlines

VI. OLD BUSINESS

1. Discuss Construction Mitigation Efforts
(A) Public Input
Construction Mitigation Efforts Staff Report

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

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

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

3:15 p.m. - FY24 Budget Discussion

Suggested Action:**Attachments:**

[Funding and Financing Tools Presentation](#)

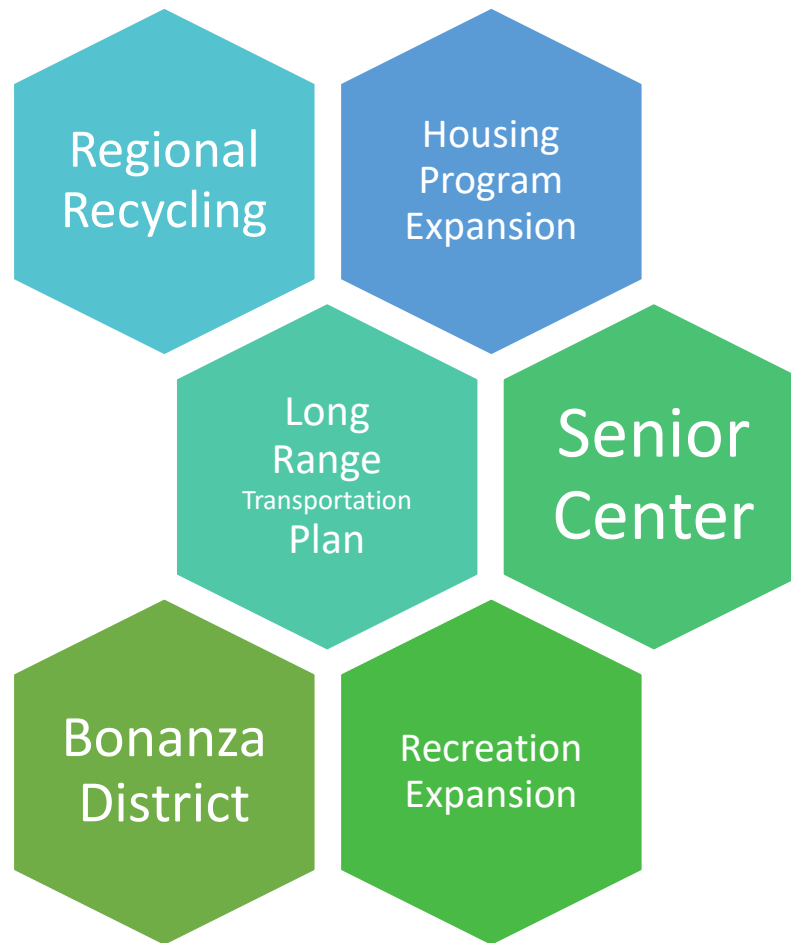
Funding & Financial Tools



FY24 Budget

1. Projected slowdown in economy (less sales tax revenue)
2. Limited flexibility on operating budget changes
3. Capacity to budget and plan for major capital projects
4. New funding sources

Potential Capital Projects



Housing



Source of Existing Housing Funds

Revenues for Housing & Land Acquisition Projects	
2019 Sales Tax Revenue Bond	\$23,096,752
Sale of Assets	\$839,849
LPA RDA Balance	\$29,459
Fee In Lieu	\$1,358,487
Other/Misc Capital Accrued Balance	\$131,993
Total	\$25,456,539

Source: Park City Municipal Corporation. As of December 2022.

Proposed FY24-FY28 Allocation

Ongoing Asset
Improvement and
Maintenance



\$2M

Asset
Acquisition



\$5.5M

Public Private
Partnership



\$16.9M

Housing
Programs



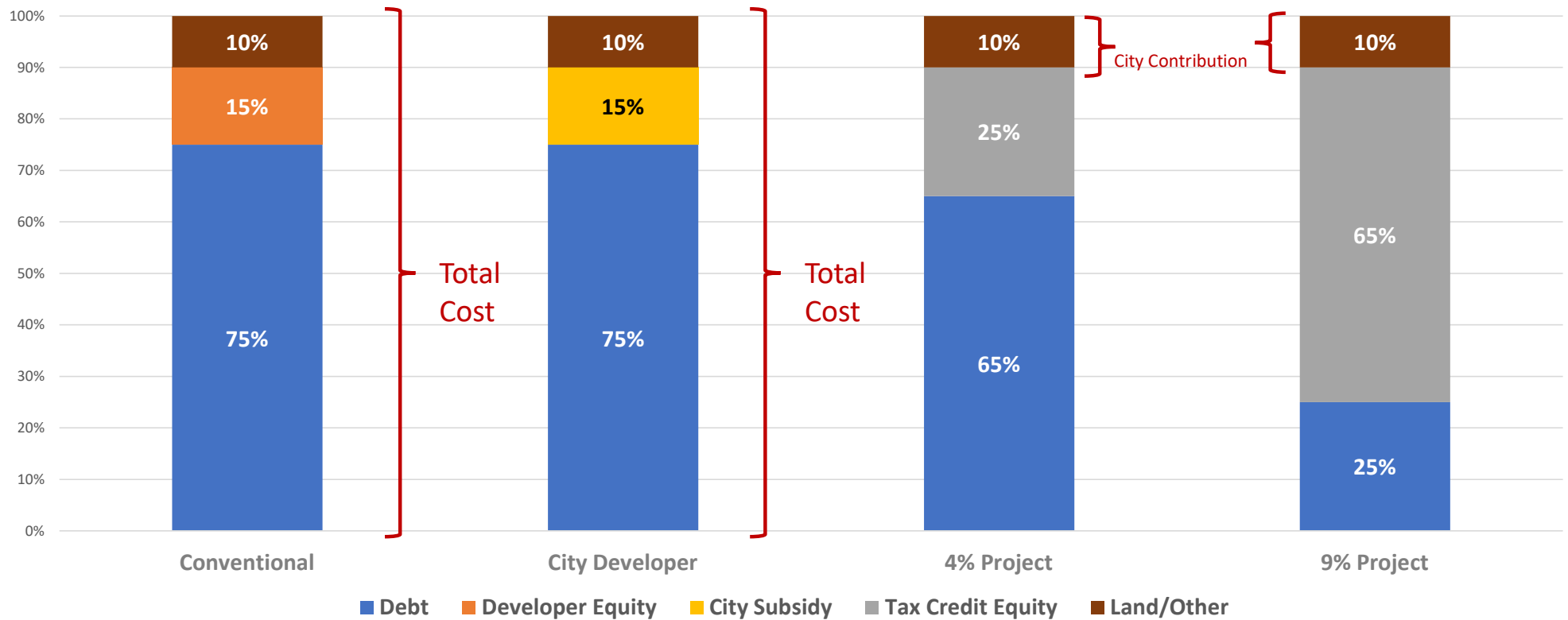
\$1M

FY24-FY28 Housing Program Capital Budget	
Ongoing Asset Improvement & Maintenance	\$2,009,757
Asset Acquisition	\$5,500,000
Public Private Partnership	\$16,946,782
Housing Programs	\$1,000,000
Total	\$25,456,539

Source: Park City Municipal Corporation. As of December 2022.

Conventional Development v. LIHTC

\$50M Total Cost - 120 Units
Debt and Equity Comparison



Cost per Unit \$416k/unit
City cost/unit \$0/unit

\$416k/unit
\$416k/unit

\$416k/unit
\$41.6k/unit

\$416k/unit
\$41.6k/unit

Funding & Financial Tools

Existing

Unrestricted Funding

- Fund balance
- Sales tax

Capital Projects

- Defund
- Defer

Revenue Debt

- Water service fees
- Sales tax

Grants/Govnt Agencies

- Federal/state grants
- Summit County

New

GO Debt

- Property tax
- Voter approved

Property Tax

- Tax on property value
- Truth in Taxation

Grants/Govnt Agencies

- Federal/state grants
- Summit County

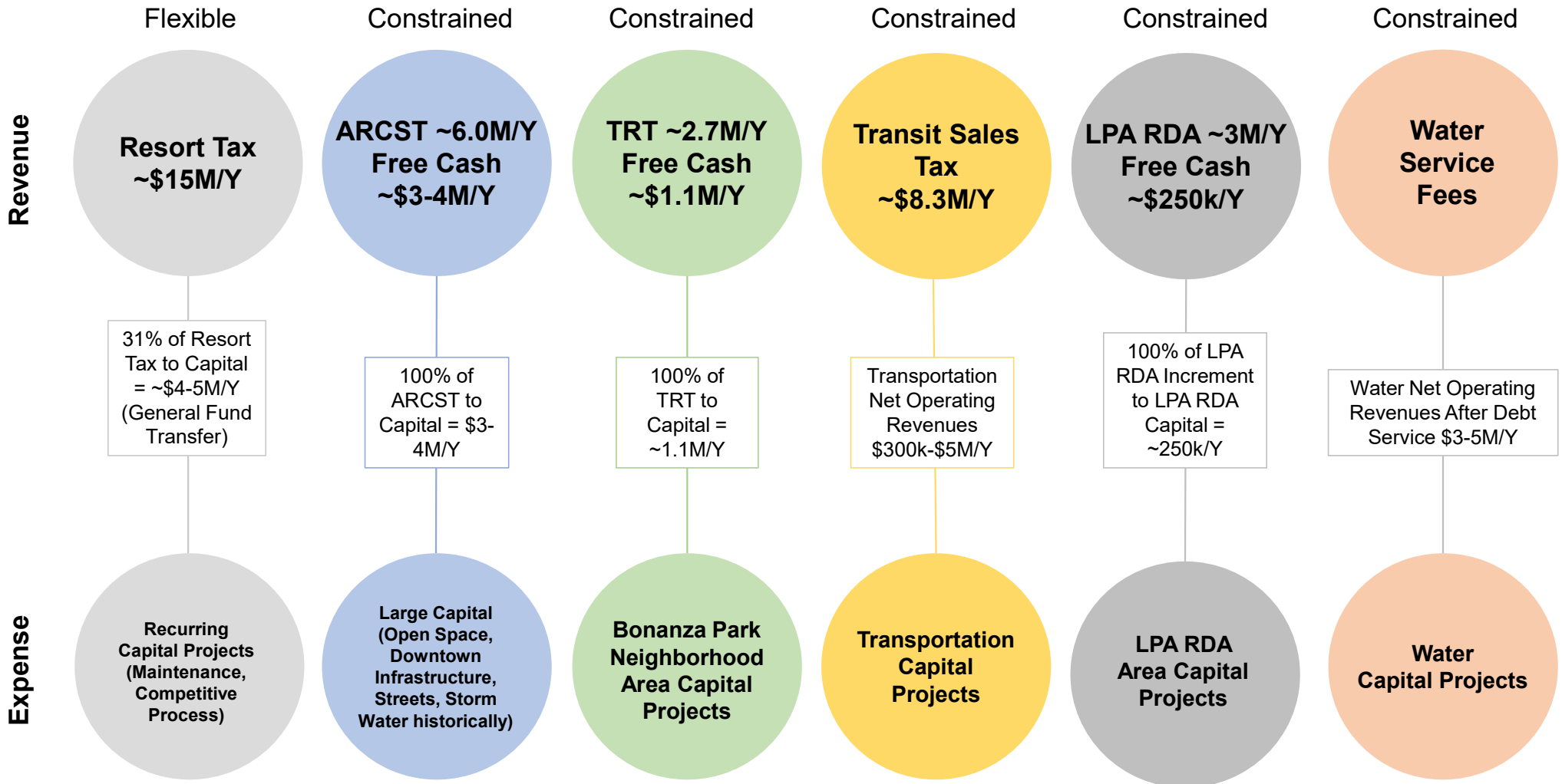
Economic Development Tools

- CRA
- PID

Public-private Partnerships (P3)

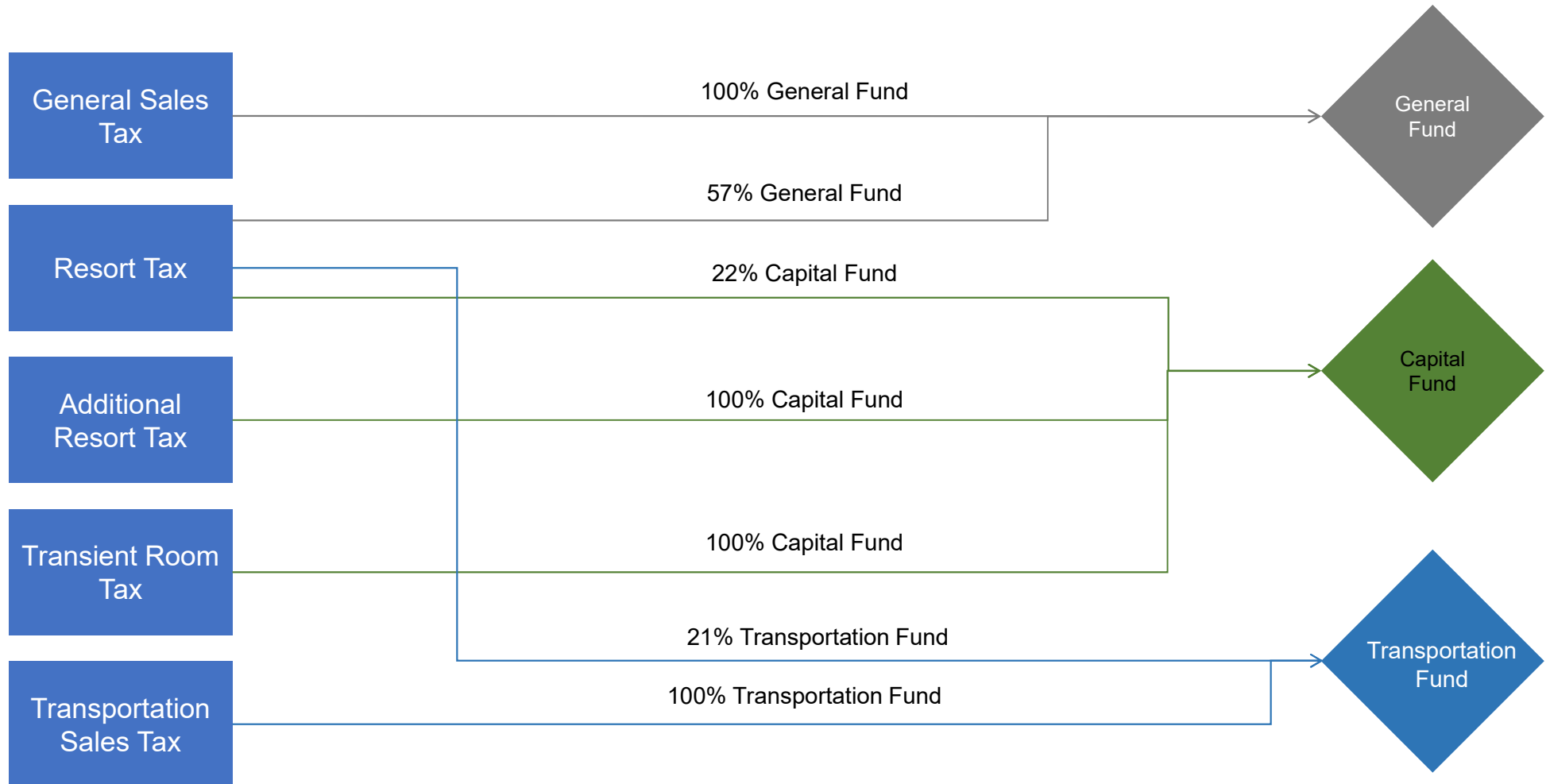
- Private sector
- Reduce City \$

Recurring City Revenues for Capital & Their Uses



Source: PCMC as of June 2022.

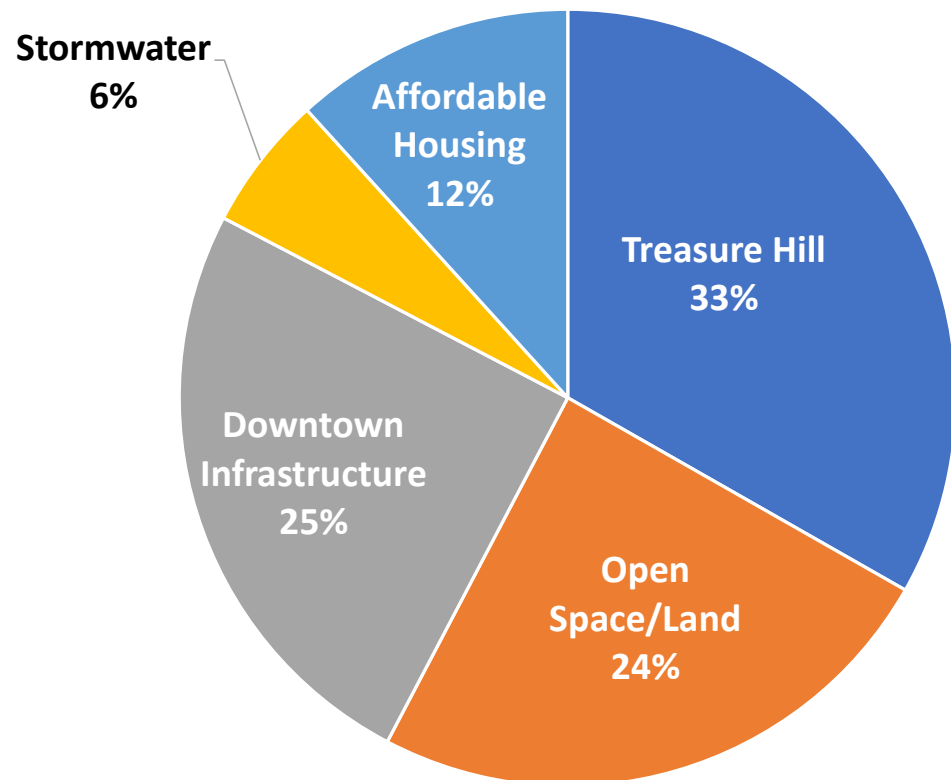
Where Do Our Sales Taxes Go?



Additional Resort Sales Tax

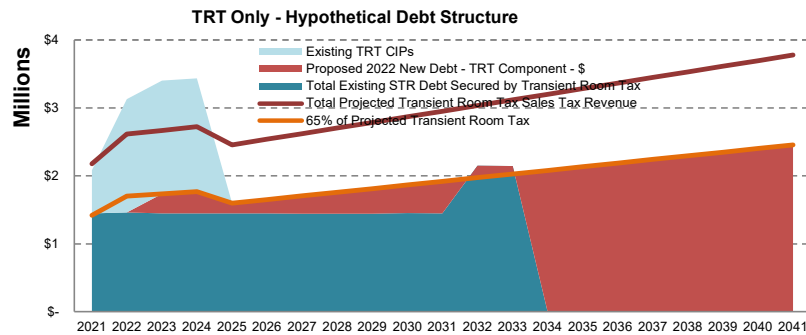
- **Adopted 2012 with Intended Uses**
- **\$5.2M (5-year avg)**
- **\$2.7M/year debt service**
- **\$42.5M Expended**

ARST Historical Uses



Transient Room Tax

Debt Capacity



**~\$13-15M over 20 yrs
@ 65% of Gross Revenue
~\$17-20M over 20yrs
@ 75% of Gross Revenue**

Historical Use

Arts & Culture

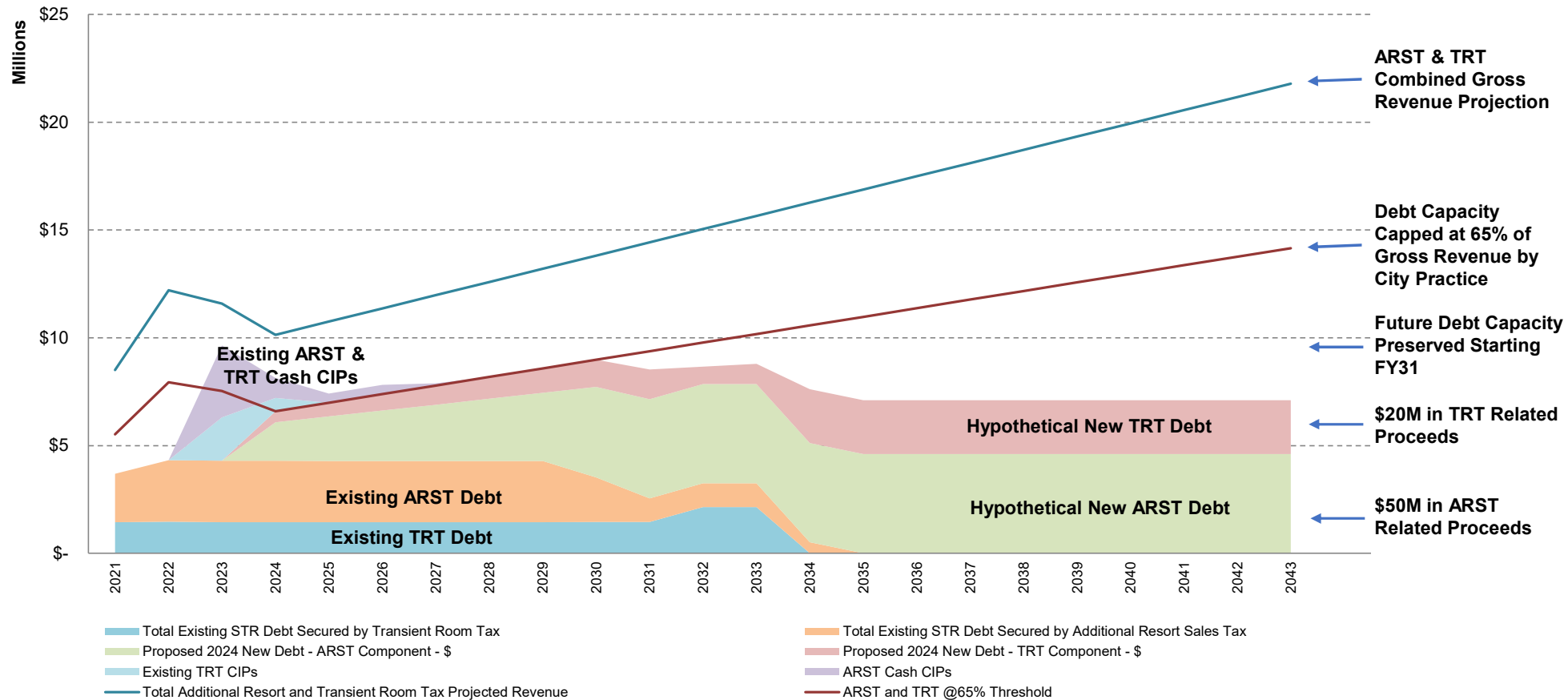
- **Adopted 2017**
- **\$2.7M (3-year avg)**
- **\$1.4M/year debt service**
- **\$22.2M Expended**

Potential Future Use

100% Flexible at Council Discretion

Hypothetical ARST & TRT Revenue Bond

ARST & TRT Combined Hypothetical Debt Structure
with Revenue Projection v. Expenses



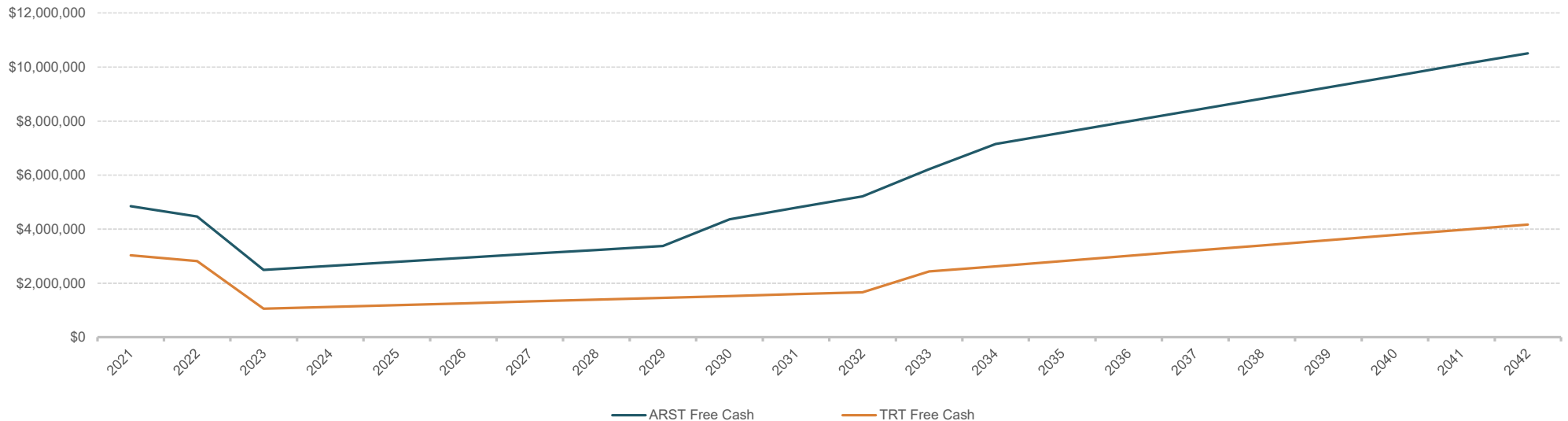
Source: Park City Municipal Corporation. As of December 2022.

Hypothetical ARST & TRT Revenue Bond Statistics

ARST & TRT Combined Hypothetical STR

Term	20 Years
Assumed Interest Rate	4.05%
Gross Revenue Threshold	65%
ARST Proceeds Raised	\$50,639,512
TRT Proceeds Raised	\$20,978,822
ARST Total Principal and Interest Cost	\$78,838,400
TRT Total Principal and Interest Cost	\$34,316,331

ARST and TRT Free Cash Preserved Under Hypothetical New STR Debt Scenario



Source: Park City Municipal Corporation. As of December 2022.

Existing STR Debt Service



- Final Payment: **FY29**
- Average Annual P&I: **\$567,717**
- Total Remaining P&I: **\$4,611,278**



- Final Payment: **FY30**
- Average Annual P&I: **\$1,001,141**
- Total Remaining P&I: **\$7,004,675**



- Final Payment: **FY30**
- Average Annual P&I: **\$707,457**
- Total Remaining P&I: **\$4,951,930**



- Final Payment: **FY32**
- Average Annual P&I: **\$601,339**
- Total Remaining P&I: **\$5,344,980**



- Final Payment: **FY32**
- Average Annual P&I: **\$1,589,422**
- Total Remaining P&I: **\$14,632,685**



- Final Payment: **FY32**
- Average Annual P&I: **\$1,589,422**
- Total Remaining P&I: **\$14,632,685**



- Final Payment: **FY34**
- Average Annual P&I: **\$796,618**
- Total Remaining P&I: **\$11,323,375**



- Final Payment: **FY31**
- Average Annual P&I: **\$1,826,273**
- Total Remaining P&I: **\$15,206,625**

Source: Park City Municipal Corporation. As of December 2022.

Operating Revenues Opportunities



Property Tax

- **Tax on the assessed value of a property**
- **Council discretion through Truth in Taxation**
- **Pay for operating or capital**

Property Tax Increase Scenario Analysis

Current PC Taxable Value (Summit & Wasatch Counties)	Current Rate	Current Operations Revenue Received
\$ 14,483,993,316	0.000737	\$ 10,674,703

Rate Required for Specified Amount of Additional Revenue	%, Increase in Rate	Additional Revenue to Generate Scenario	Implied New General Operations Revenue Received
0.000806	9%	\$ 1,000,000	\$ 11,674,703
0.000875	19%	\$ 2,000,000	\$ 12,674,703
0.000944	28%	\$ 3,000,000	\$ 13,674,703
0.001013	37%	\$ 4,000,000	\$ 14,674,703
0.001082	47%	\$ 5,000,000	\$ 15,674,703

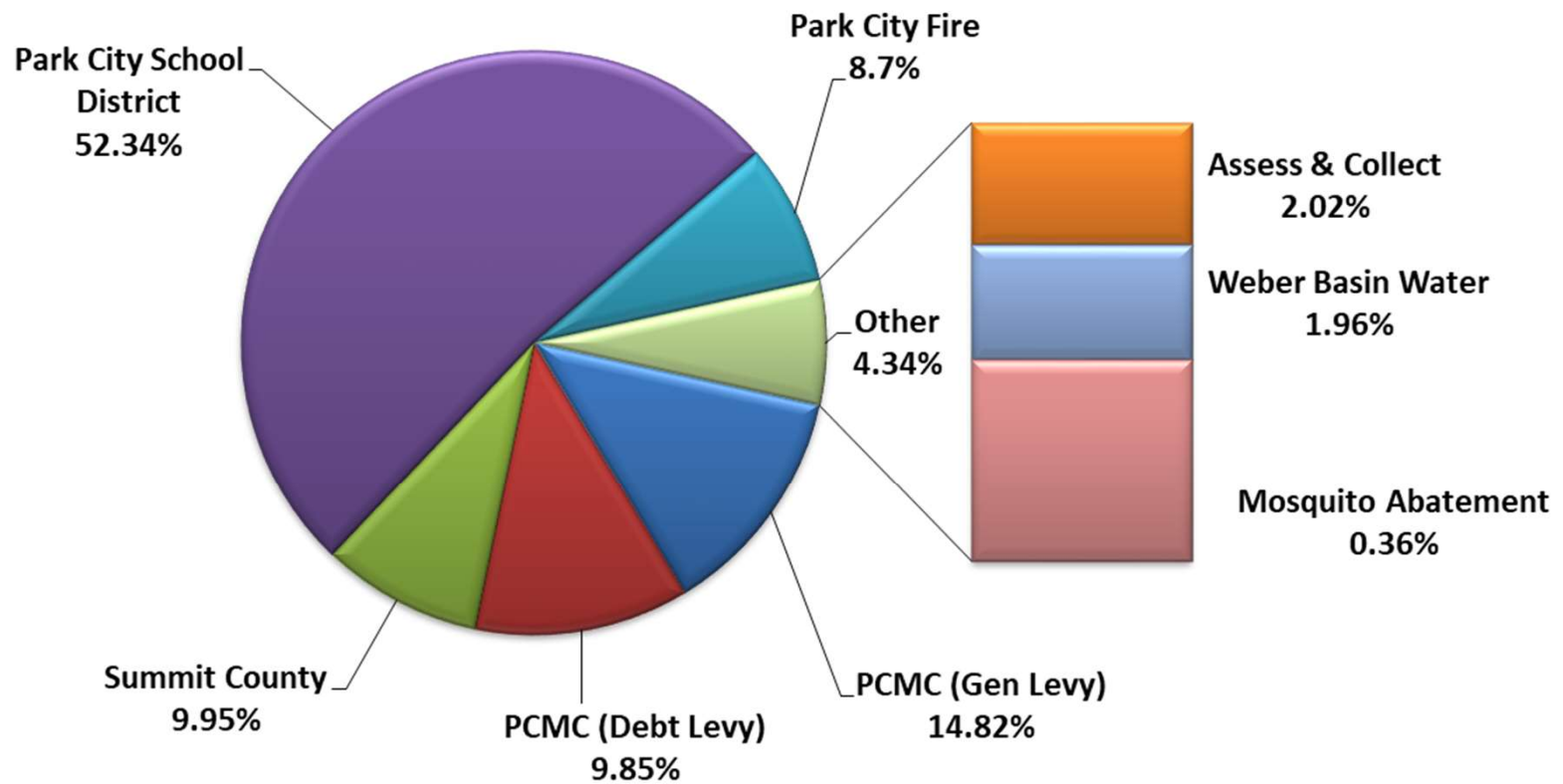
Park City Median Single-Family Home Price as of Q2 2022	\$ 3,700,000
Median Single-Family Home Price Assessed Value	\$ 1,517,000
Median Single-Family Home Price Taxable Value for a Primary Resident	\$ 834,350
Current Annual Property Tax to PCMC from Median Single-Family Primary Home	\$ 614.92

Implied Increase to Median Single-Family Bill Under Hypothetical Scenarios				
Additional Revenue to Generate Scenario	Rate Required for Specified Amount of Additional Revenue	%, Increase in Rate	\$, Annual Increase to a Median Single-Family Primary Home	
\$ 1,000,000	0.000806	9%	\$	57.60
\$ 2,000,000	0.000875	19%	\$	115.21
\$ 3,000,000	0.000944	28%	\$	172.81
\$ 4,000,000	0.001013	37%	\$	230.42
\$ 5,000,000	0.001082	47%	\$	288.02

Source: Park City Municipal Corporation. As of December 2022.

Property Tax Distribution

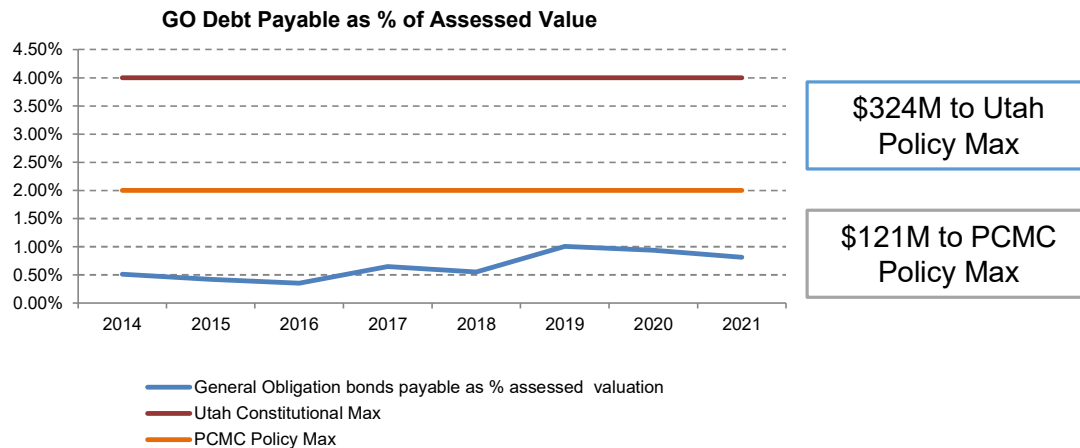
Where Does Your Property Tax Dollar Go?



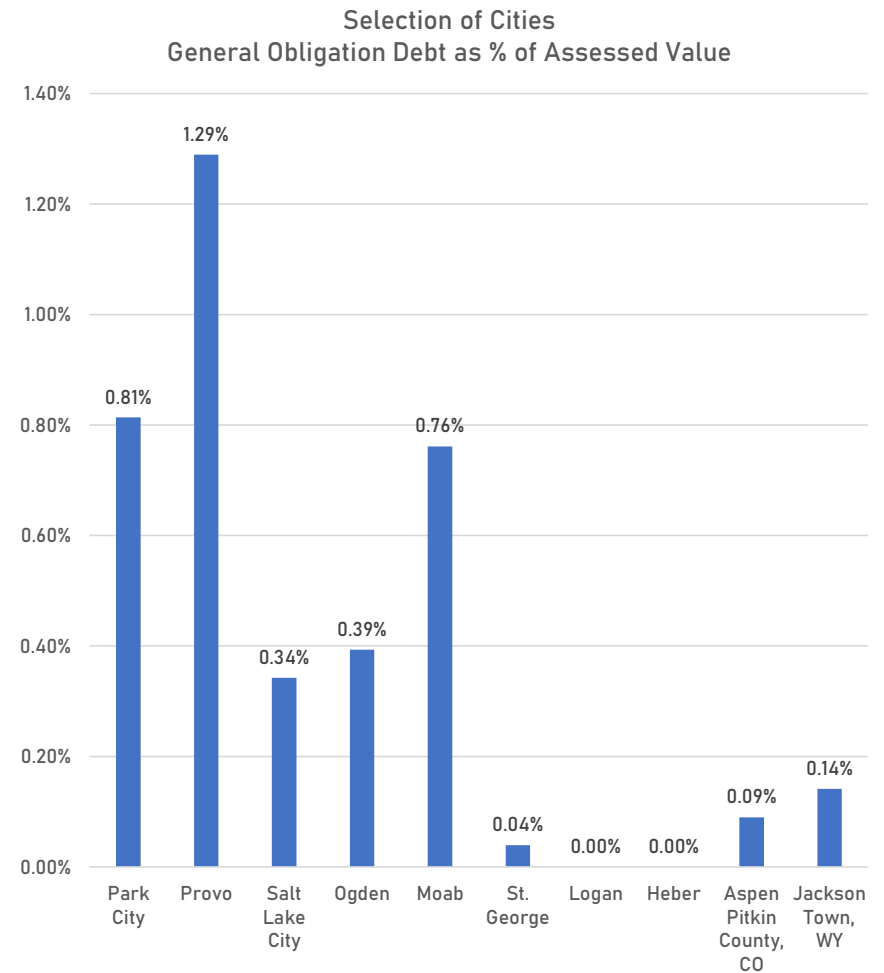
G.O. Bond Capacity

General Obligation Bonds

PCMC limits total General Obligation debt payable to not exceed 2% of the City's assessed value, which stood at \$10.1 Bn as of FY21.



Source: Park City Municipal Corporation. As of December 2022.



Hypothetical G.O. Bond Statistics

Hypothetical New Recreation G.O. Bond Principal Amount	Prevailing 20Y AA+ Municipal Interest Rate as of 12/5/2022	Term of Hypothetical New G.O. Debt	Annual Debt Payment Implied
\$ 35,000,000	4.04%	20	\$2,584,491
\$ 50,000,000	4.04%	20	\$3,692,131

Hypothetical New Recreation G.O. Bond Principal Amount	Rate Required for Specified Amount of Additional Revenue	%, Increase in Rate	Additional Revenue to Generate For Scenario
\$ 35,000,000	0.000915	24%	\$2,584,491
\$ 50,000,000	0.000992	35%	\$3,692,131

Implied Increase to Median Primary and Secondary Single-Family Property Tax Bill Under Hypothetical Scenarios				
Hypothetical New Recreation G.O. Bond Principal Amount	\$, Annual Increase to a Median Single-Family Primary Home	\$, Annual Increase to a Median Single-Family Secondary Home	\$, Monthly Increase to a Median Single-Family Primary Home	\$, Monthly Increase to a Median Single-Family Secondary Home
\$35,000,000	\$148.88	\$270.69	\$12.41	\$22.56
\$50,000,000	\$212.69	\$386.70	\$17.72	\$32.23

Source: Park City Municipal Corporation. As of December 2022.

Existing G.O. Debt Service



- Final Payment: **FY28**
- Average Annual P&I: **\$585,950**
- Total Remaining P&I: **\$3,014,789**



- Final Payment: **FY32**
- Average Annual P&I: **\$2,185,968**
- Total Remaining P&I: **\$19,434,000**



- Final Payment: **FY33**
- Average Annual P&I: **\$4,040,609**
- Total Remaining P&I: **\$40,406,300**



- Final Payment: **FY25**
- Average Annual P&I: **\$841,706**
- Total Remaining P&I: **\$1,688,750**

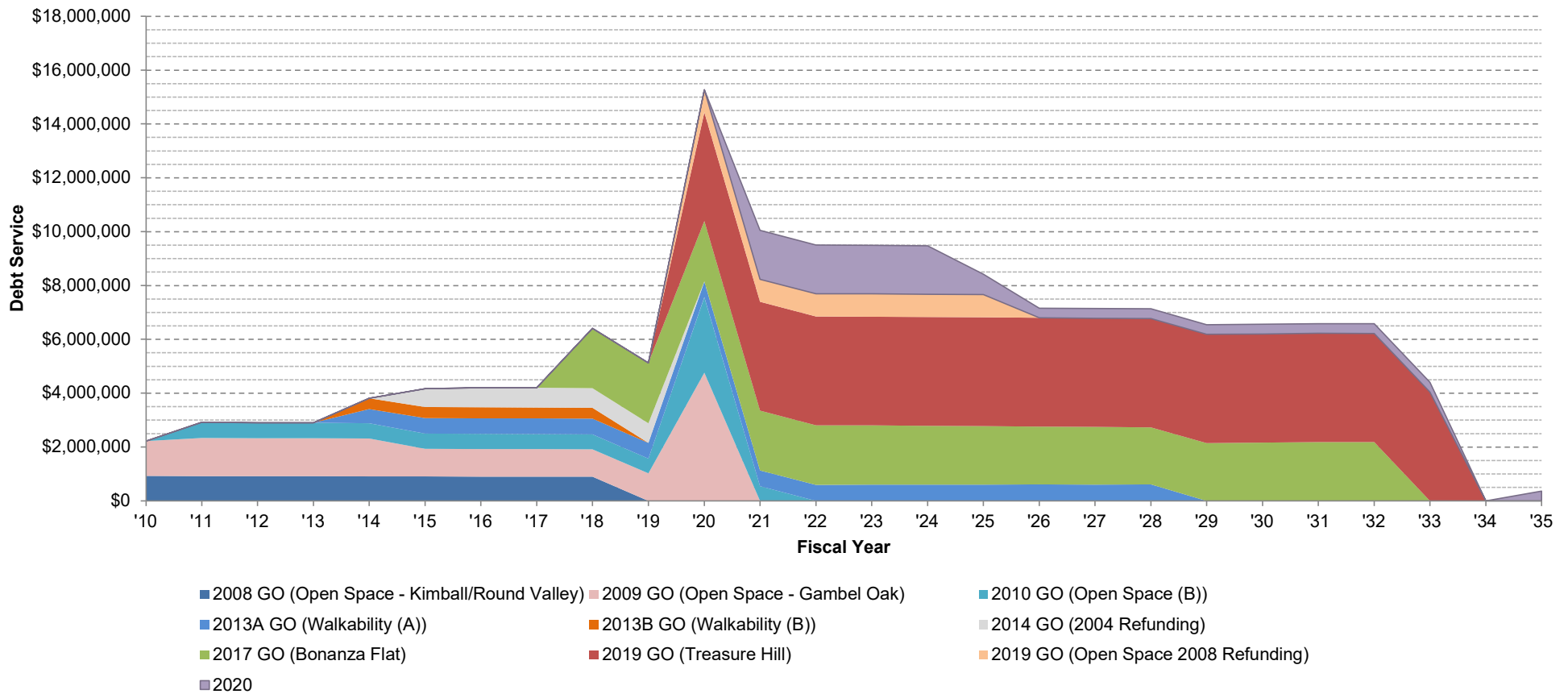


- Final Payment: **FY35**
- Average Annual P&I: **\$747,600**
- Total Remaining P&I: **\$5,781,001**

Source: Park City Municipal Corporation. As of December 2022.

Historical and Existing G.O. Debt Service

Long Term GO Debt (by Series)

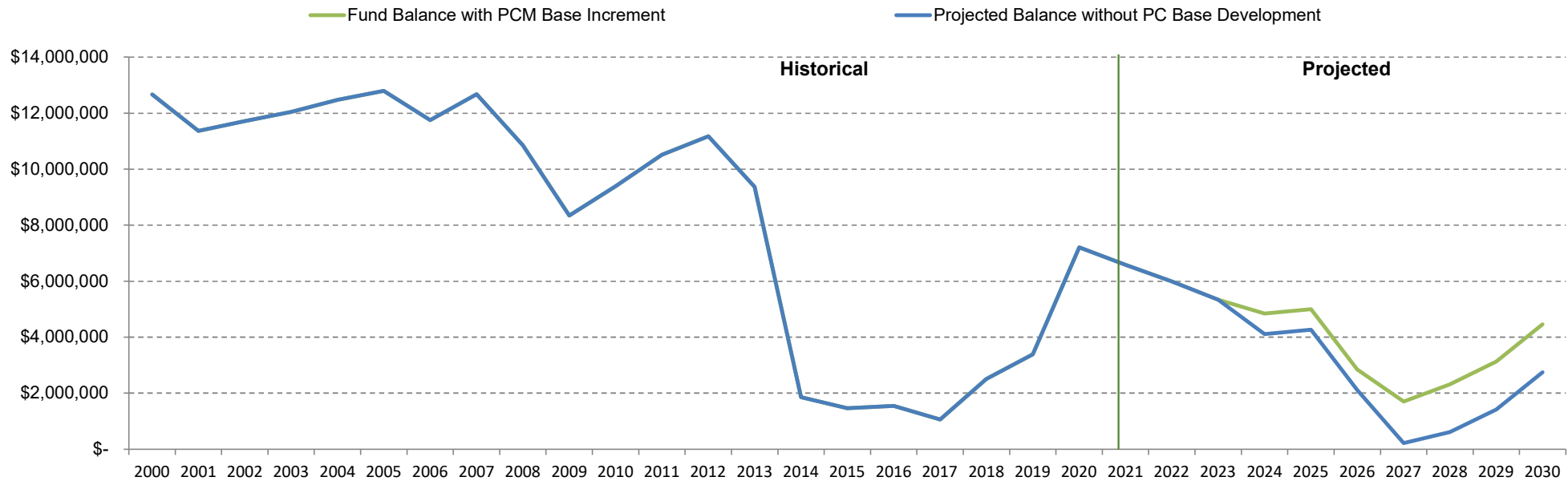


Source: PCMC as of April 2022.

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



Additional Opportunity: Special Financing Tools



Community Reinvestment Agency

- Redistributes property tax within geographic boundary based on new growth
- Other governmental entities must authorize



Public Improvement District

- Creates a new property tax within geographic boundary
- City authorizes

Proceeds from special financing deals are 100% dependent on creating new asset growth and the corresponding resulting assessed value of the new asset

Development-Linked Financing Tools

	RDA	CRA	PID
Authorization	Taxing Entity Committee (representatives from each taxing entity)	ILA between each taxing entity and CRA	City/County where PID is proposed
Initiation	City (or County)	City (or County)	Developer seeking more funding
Governance	Same board as initiating entity (City)	Same board as initiating entity (City)	Separate board
Property Tax	Redistributes new growth (development) of property tax within boundaries	Redistributes new growth (development) of property tax within boundaries	Adds new property tax for residents of bounded geography only
Bonding	Proceeds raised from tax increment (new growth in boudaries)	Proceeds raised from tax increment (new growth in boudaries)	Proceeds raised from raised tax levy on new/existing property owners
Debt Liability	RDA is component unit of City, incurs RDA's debt	CRA is component unit of City, incurs CRA's debt	PID is separate political subdivision, City wouldn't incur debt
Extension or Change	Through TEC	Through ILAs with each taxing entity	Determined by governing document
Project Requirement	Flexible	Project area and budget need approval from all taxing entities	Some constraints determined by governing document



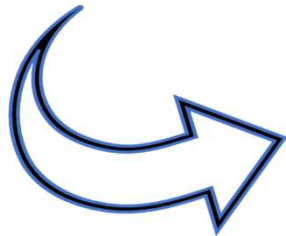
Source: Park City Municipal Corporation. As of December 2022.

Transportation Revenue Opportunities

Transit Sales Taxes



- **\$12M/year can be used for ops & capital**
- **COG (3rd Qtr) - apply through Summit County annually (capital only)**
- **Fund balance**



Grants

- **Federal and state grants**
- **Over \$30M planned in next 5 yrs**
- **Continually applying**

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

4:45 p.m. - Bus Rapid Transit Update by Caroline Rodriguez, High Valley Transit District Executive Director

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - Break

Suggested Action:**Attachments:**

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Police

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Police Department Community Outreach Efforts

Suggested Action:

Attachments:

[Community Outreach Efforts Staff Report](#)

City Council Staff Report

Subject: Update on Current and future Departmental Community Outreach Programs
Authors: Lt. Jay Randall
Department: Police Department
Date: January 12, 2023
Type of Item: Staff Communication Report

Summary

Receive an update on the Community Outreach efforts being administered by the Park City Police Department to continue our community policing model:

- In spring 2018, a new Community Outreach Officer position was supported by City Council, Chief Carpenter, and the City Manager. The Community Outreach Officer position is designed to support Park City Council's social equity priorities and community-oriented policing initiatives, by providing outreach to our diverse communities, working with Homeowners Associations, and educational presentations for subsets of the community to address their concerns. This position is constantly creating and actively engaging in community outreach efforts with an emphasis on obtaining diverse perspectives including radio interviews, victim advocacy programs, Shop with a Cop, Citizen's Academy, Latino Academy, Spanish driver's license courses, Explorer program, HOA outreach, community presentations, translation services, and community education.
- Officer Franco Libertini was selected through a rigorous testing process.
- Since that time, many projects, events, and community relationships have been created and administered through our Community Outreach section of the Department.
- In the fall of 2021, Lt. Jay Randall, became responsible for overseeing all Community Outreach efforts within the Department.
- In spring 2022, Remi Barron was hired as our Community Outreach Specialist, with a focus on updating and amplifying our social media platforms.

Overview of Community Outreach Projects and Programs

- Latino driver's license classes
 - The program's goal is to further promote public safety and compliance with Utah traffic laws by providing educational courses that ultimately help participants obtain a Utah Driver's License, while decreasing traffic accidents, road fatalities, and traffic infractions thru outreach and education.
 - A secondary goal is creating more trust between the PCPD and Park City's vibrant Latino community.
- PC Citizen's Academy & Latino Police Academy

- The Citizen's Academy has been held for 14 years and has served as a training opportunity for the public. Within this training, members of the public are provided with information and experiential learning opportunities regarding various aspects of policing.
 - The first Latino Police Academy was held in 2022, and its success was extraordinary, resulting in 26 graduates.
- Latino radio interviews (Telemundo, Park City TV, & KPCW)
 - PCPD Community Outreach frequently participates in English and Spanish radio segments to share information on crime prevention and community policing programs.
- Community Outreach Liaison with the Mexican Consulate
 - PCPD seeks opportunities to engage with Park City's Mexican population specifically. We created a liaison position with the Mexican Consulate to support Park City's Mexican population through education on laws and procedures.
- Community outreach and education via social media platforms (Remi Barron)
 - PCPD created social media platforms to connect, educate, inform, integrate, and to further solidify public trust and communication between residents, business owners, and visitors of Park City, both in English and Spanish.
 - We currently provide this information thru Facebook, Twitter, Instagram, and the Nextdoor App.
- Social Equity – Municipal Equality Index Human Rights Campaign
 - A proactive approach to preventing and preparing for hate crimes by, among other things:
 1. Communicating with persons and groups within the community who may be targets of hate crimes and forming prevention and response networks.
 2. Providing victim assistance and follow-up as needed.
- HOA outreach and interactions
 - The Community Outreach section has been working with HOAs within the City to ensure that information is more broadly disseminated. This has included newsletters, crime stats, and neighborhood events. There will be an emphasis on this initiative in 2023.
- Shop with a Cop
 - Every December, PCPD partners with law enforcement and community organizations to provide Christmas gifts for children in underserved populations. The program serves children of diverse backgrounds and creates positive interactions with police officers.
- Explorer Cadet Post initiative

- The program is designed to attract young adults in the community who have an interest in law enforcement and a desire to develop the skills and knowledge needed to serve the residents of Park City.
- Faith and Blue – Community Cornhole Competition
 - Faith and Blue is a new national initiative designed to forge inclusion within diverse communities by holding yearly activities with police officers and community members. Interfaith stakeholders provide activities, funding, and volunteers.
- Utah Accreditation Alliance
 - Accreditation is a systematic, internal review of policies, procedures, training, and operations – all of which are measured against an accrediting body's standards manual to prove compliance. We are currently in compliance with all of the accreditation standards.

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Administration of Public Bodies

Suggested Action:

Attachments:

[Administration of Public Bodies Staff Report](#)

City Council Staff Report

Subject: Administration of Public Bodies
Author: Michelle Downard
Department: Executive
Date: January 12, 2023
Type of Item: Communication

Over time, the City Council has created Park City public bodies by ordinance and resolution, including the Board of Adjustment, Board of Appeals, Forestry Board, Historic Preservation Board, Library Board, Planning Commission, Police Complaint Review Committee, Public Art Advisory Board, and Recreation Advisory Board.

Public bodies play an important role in the inclusion of community members and stakeholders in the administration of City policy, programs, and initiatives. To recognize the commitment and depth of service that these community members provide, City Council discussed increasing per diem reimbursements, best practices from other communities, and increasing access to organizational benefits and incentives on [January 27, 2022](#).

Public bodies are managed individually by Department Managers or designees who coordinate public meetings. The level of coordination is sometimes similar to City Council meetings, including noticing, facilitating, documenting minutes, and overall administration. As needed, recruitments are completed, and appointments are made by the Mayor and Council to fill vacancies created by the end of terms, resignations, or other reasons. All of Park City's public bodies are fully appointed!

This report is provided as an update on these public bodies and their current members.

Board of Adjustment	Term Expiration
Ruth Gezelius	Jun-25
Mary Wintzer	Jun-25
Jennifer Franklin	Jun-26
Stefanie Wilson	Jun-26
John Stafsholt	Jun-27
Beth Armstrong (alternate)	Jun-27

Board of Appeals	Term Expiration
Chris Donelly	no term end
Mike Watts	no term end
Jonathan Degray	no term end

Forestry Board	Term Expiration
Mike McComb- Chair	no term end
Gretchen Miliken	no term end
Heinrich Deters	no term end
Luke Cartin	no term end
Jarren Chamberlain	no term end
John Robertson	no term end

Historic Preservation Board	Term Expiration
John Hutchings	May-24
Puggy Holmgren	May-24
Lola Beatlebrox	May-24
Douglas Stephens	May-25
Randy Scott	May-25
Jack Hodgkins	May-25
Alan Long	May-25

Library Board	Term Expiration
Seth Beal, Vice Chair	Jul-23
Brynn Bateman Louis	Jul-24
Andrea Zavala	Jul-24
Patricia Stokes	Jul-24
Bill Humbert, Chair	Jul-25
Debra Stafsholt	Jul-25
Ann Sowder	Jul-25
Sharon Serpico Hanson	Jul-25

Planning Commission	Term Expiration
John Kenworthy	Jul-23
Christin Van Dine	Jul-23
Sarah Hall	Jul-24
William Johnson	Jul-24
Laura Suesser	Jul-25
Henry Sigg	Jul-26
John Frontero	Jul-26

Police Complaint Review Committee	Term Expiration
Austin Lau	Jun-23
Amir Vonsover	Jun-23
Mary Christa Smith	Jun-23
Lee Gerstein	Jun-25
Sharon Serpico Hanson	Jun-25

Public Art Advisory Board	Term Expiration
Pamela Bingham	Jun-23
Lara Carlton, Vice Chair	Jun-23
Samantha Osselaer	Jun-23
David Nicholas	Jun-23
Jennifer Gardner	Jun-23
Elsa Gary	Jun-25
Joann Askins-Stack	Jun-25
Jess Griffiths	Jun-25
Jocelyn Scudder	no term (non-voting)

Recreation Advisory Board	Term Expiration
Jody Whitesides	Jul-23
Kraig Moyes	Jul-23
Ed Parigian	Jul-23
Abby McNulty	Jul-24
Nikki Nelmark	Jul-24
Cathy Jordan	Jul-24
Emma Gerrard	Jul-25
Meg Steele	Jul-25
Julian Coffman	Jul-25

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Bonanza Small Area Plan and Arts and Culture Feasibility Study Update

Suggested Action:

Attachments:

[Bonanza Small Area Plan and Arts and Culture Feasibility Study Staff Report](#)



City Council Staff Communications Report

Subject: Bonanza Small Area Plan and Arts and Culture Feasibility Study Update
Author: Jennifer K. McGrath
Department: Executive
Date: January 4, 2023

In late 2022, Park City issued two concurrent Request for Proposals (RFPs) to support significant community and land use planning exercises – the Bonanza Small Area Plan and the Arts and Culture Feasibility Study.

To date, we received several quality proposals from consulting firms, planning and land use experts, and cultural development firms from around the country. In December, a selection committee was formed consisting of Summit County professional staff, community stakeholders, local non-profit leaders, and professional staff. The committee is very excited about the proposals and actively working to move forward for Council consideration at the first meeting in February.

Links to the closed RFPs can be located here. [Click here to preview the full RFP.](https://www.parkcity.org/home/showdocument?id=72807) (Bonanza) <https://www.parkcity.org/home/showdocument?id=72807> (A & C)

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Ice Rink

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Execute a Professional Service Agreement, in a Form Approved by the City Attorney, with Brightly to Facilitate a Facility Condition Assessment and Provide Asset Management Software, for a One-Year term, to the Ice Arena, Not to Exceed \$40,334.13

Suggested Action:

Attachments:

[Ice Arena Asset Management Software Staff Report](#)



City Council Staff Report

Subject: Ice Arena Asset Management Software
Author: Amanda Angevine, Ice Arena General Manager
Department: Ice Arena
Date: January 12, 2023
Type of Item: Consent Agenda

Recommendation

Consider authorizing the City Manager to execute a Professional Service Agreement, in a form approved by the City Attorney, with Brightly to facilitate an Ice Arena facility condition assessment and provide asset management software for a one-year term not to exceed \$40,334.13. In addition to the facility condition assessment, the fee includes implementation expenses and proration of the annual subscription through June 30, 2023.

Background

A 40-year capital replacement schedule drafted during the development of the Ice Arena has dramatically grown and evolved throughout 17 years of operations. A small operations team, currently comprised of two full-time employees and approximately five part-time employees, is responsible for monitoring and maintaining the facility's capital assets and infrastructure, as well as daily operations and cleaning. Outside vendors are also used from time to time to perform repairs and service specialized systems.

Since opening in 2006, various vendors have performed building and system inspections to help inform budgetary decisions. The most recent study was completed in 2017. The study prioritized upcoming projects based on equipment conditions and opportunities to increase energy efficiencies, resulting in implementing a computer control system for the refrigeration system and replacing the dehumidifier.

In September 2022, Council supported a new facility condition assessment, given the current period of inflation, the need for accurate replacement costs, and long timelines to order equipment for significant replacements in the next few years.

While procuring a facility condition assessment, we recognized the opportunity to implement an asset management software program at the same time. As the building ages and we plan for extensive capital replacements, it is critical to centralize data and leverage information for financial and operational decision-makers. While looking for vendors to complete a condition assessment, we found that some platforms offer implementation services, including condition assessments, ensuring a complete and accurate foundation for all software modules to leverage.

The Ice Arena completed an RFP process and selected Brightly as the desired vendor. Employees from the Ice Arena, as well as IT, Budget, and Public Works participated in the RFP and selected Brightly based on the quality of the platform, available features, cyber security, and expandability to other City departments.

This RFP selection criteria included expandability to other City departments as we recognize the benefit of minimizing the number of products IT supports. Some departments, such as Water and Stormwater, currently use asset management platforms that are specialized for their industry. Other areas of the City have the potential to introduce a software platform or may consider leaving current providers for various reasons.

For the latter, the RFP process prioritized submissions that could meet the needs of the Ice Arena as well as other City departments.

Analysis

A new facility condition assessment serves as the foundation for this project. Brightly' s includes an evaluation by Brightly' s certified service providers and will collect data on major facility assets and provide narratives summarizing assessment observations and comments. Including the assessment in implementing the asset management platform assures that the data collected will be properly integrated into the software application.

The facility condition assessment includes:

- Narrative report with descriptions of major systems and corresponding conditions;
- Primary digital photos of key components and deficiencies;
- 20-year capital Reserve table with System/Sub-System replacement costs and dates;
- Import of Systems-level detail into the Predictor platform; and
- Import major Equipment Items into the Asset Essentials platform.

Brightly' s meets the Ice Arena's needs with several integrated modules that provide the following benefits:

Asset Essentials:

- Provide a tool to facilitate inspections, preventative maintenance, and work orders with mobile capabilities.
- Understand asset repair and maintenance spending, and make data-driven capital expenditure and forecasting decisions

Energy Manager:

- Enhanced visibility of utility usage and expenses
- Streamlined tracking for utility bills
- Make more intelligent energy management and operations decisions based on data-driven insights
- Track, measure, and verify utility billing and capital projects to show accurate return on investment and report on resulting avoided costs

Predictor:

- Simulate the life cycle behavior of each asset
- Quickly compare the impact of various scenarios on long-term asset behavior, funding requirements, and asset health
- Create more informed capital strategies and budgets
- Accurately predict the short- and long-term state of your entire asset portfolio

Funding

The proposed term is February 1, 2023-June 30, 2023, to align with the FY23 fiscal year. The cost is \$40,334.13, and includes the following:

- The pro-rated subscription fee (four months);
- Professional services for the facility condition assessment; and
- Other implementation fees.

The agreement includes the cost for three annual renewals at \$13,783.34 in year two, with a potential 6% increase each year.

This project will be paid for out of the Ice Arena's Capital Reserve Replacement Fund (CRRF). While the Ice Arena's capital replacement fund continues to be underfunded, prioritizing this project is a critical investment to equip our team with a tool to plan for upcoming capital replacements responsibly, efficiently, and sustainably operate the facility into the future.

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Type 2 Convention Sales Licenses for Operation during the 2023 Sundance Film Festival

Suggested Action:

Attachments:

[Type 2 Convention Sales Licenses Staff Report](#)

[Exhibit A: January 12, 2023 CSL List](#)

City Council Staff Report



Subject: Request for Approval of Type 2 Convention Sales Licenses for Operation during the 2023 Sundance Film Festival
Author: Sadie Hennefer, Business License Specialist
Department: Finance
Date: January 12, 2022
Type of Item: Consent

Recommendation

Review and consider approving the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2023 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

Exhibit A lists all the Type 2 Convention Sales License applicants to date pending approval. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load, and paid the applicable license and trash fees. We are requesting approval of the applications for Convention Sales Licenses during the 2023 Sundance Film Festival.

Analysis

The Festival attracts an increasing number of businesses/entities which conduct business within the Park City (City) limits on a short-term basis. These entities are not affiliated with the Festival, nor are they official sponsors. The increase in the number of these entities has created health, safety, and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety, and emergency services. The Finance Department, as well as other departments, are inundated with Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

The Municipal Code for Type 2 CSLs allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff, and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments.

Municipal Code [4-7-3 \(B\)\(2\)](#) states that Council retains authority to approve Type 2 CSL license applications. Prior to Council's consideration of the Type 2 CSL license applications, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional, including the occupant load.

The process for a Type 2 CSL is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services in the amount of \$100 to cover trash impacts (one receipt *per applicant*).
4. Submit application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council
6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

All of the attached applications have met the Municipal Code standards and have completed department review.

Exhibits

Exhibit A - List of Locations

Event Name	Event Address	Regular Tenant
Kane Security	227 Main	Star Bar 2nd Floor
Luxe Marketing	227 Main	Star Bar 2nd Floor
Illumative	227 Main	Star Bar 2nd Floor
Kane Security	227 Main	Star Bar 3rd Floor
Luxe Marketing	227 Main	Star Bar 3rd Floor
Black House	227 Main	Star Bar 3rd Floor
Slamdance	255 Main	TMI
Durkin Group LLC	255 Main	Tekila
Chickadee Gear, LLC	255 Main	Tekila
Brava Home Inc	255 Main	Tekila
Voice of the Vanishing	255 Main	Tekila
Hydro Sodas Corp	255 Main	Tekila
Precious Entertainment	268 Main	Rockwell Offices
Liquid Media Group LTD	268 Main	Rockwell Offices
Montana Film Commission	268 Main	Rockwell Offices
UCLA School of Theater	268 Main	Rockwell Offices
University of Pennsylvania	268 Main	Rockwell Offices
UNICEF Entertainment	268 Main	Rockwell Offices
Sylviana/Ledvance LLC	268 Main	Rockwell Offices
Higher Dose	268 Main	Rockwell Offices
CJ E&M	268 Main	Rockwell Offices
Alliance for Women Composers	268 Main	Rockwell Offices
Montana Film Commission	268 Main	Rockwell Offices
WAFilm	268 Main	Rockwell Offices
NFP Insurance	268 Main	Rockwell Offices
NYU Tisch /Eating Establishment	317 Main	Eating Establishment
Kane Security	350 Main	The Spur 2nd Floor
Luxe Marketing	350 Main	The Spur 2nd Floor
WME	350 Main	The Spur 2nd Floor
Oklahoma Film + Music Office	427 Main	The Cabin
ENME	427 Main	The Cabin
WeAudition	427 Main	The Cabin
TS Spotlight Holdings	427 Main	The Cabin
Cast It Systems	427 Main	The Cabin
ChefDance	427 Main	ChefDance
3M Audience	427 Main	ChefDance
Sundance Institute	427 Main	ChefDance
Kane Security	562 Main	Fletchers
Luxe Marketing	562 Main	Fletchers
CNN	562 Main	Fletchers
Hollywood Reporter	625 Main	Downstairs
Heineken	625 Main	Downstairs
Picticular	625 Main	Downstairs
Blue Triton Brands	625 Main	Downstairs

American Civil Liberties (IndieWir	625 Main	Summit Sotheby's
Showtime Networks Inc (VOX)	591 Main	Lund's Fine Art
Roxstar Entertainment	890 Main	Mustang
Zooz Group	890 Main	Mustang
Marbl Toronto Ltd	890 Main	Mustang
William Grant & Sons USA	890 Main	Mustang
Collider Inc	890 Main	Mustang
MPR Entertainment	890 Main	Mustang
Blue Triton Brands	890 Main	Mustang
Sommsation LLC	890 Main	Mustang
Emmsuite Emsculpt	890 Main	Mustang
Pinky Promise LLC	890 Main	Mustang
Creative Coalition	890 Main	Mustang
Novo Nordski	890 Main	Mustang
Apple TV+	657 Park Ave	Big Moose Yacht Club
Kimball Art Center	1251 Kearns Blvd	Kimball Art

Late Deadline CSL's

The Stella Group	1835 Three Kings Dr	Blue Sky Coporate Ranch
Project Green	580 Main	Willie Holdman Gallery

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Special Event Temporary Alcoholic Beverage Licenses during the 2023 Sundance Film Festival

Suggested Action:

Attachments:

[Special Event Temporary Alcoholic Beverage Licenses Staff Report](#)

[Exhibit A: January 12, 2023 Liquor List](#)



City Council Staff Report

Subject: Request for Approval of Special Event Temporary Alcoholic Beverage Licenses during the 2023 Sundance Film Festival
Author: Sadie Hennefer, Business Licenses Specialist
Department: Finance
Date: January 12, 2022
Type of Item: Consent

Recommendation

We are requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Exhibit A for operation during the 2023 Sundance Film Festival (Festival).

Executive Summary

Exhibit A lists all License applicants to date pending approval. All requirements for application, including insurance requirements and applicable license fees, have been submitted and paid. All locations in Exhibit A have been considered vibrant or meet one of the one-year vibrancy exceptions listed in the code and are eligible to be approved for a Single Event Temporary Liquor permit. We are requesting approval of the attached applicants to serve alcoholic beverages during the 2023 Festival.

Analysis

As stated in Municipal Code [4-6-2-\(B\)1](#), all Single Event Temporary Liquor permit applications for the dates during the Sundance Film Festival are required to obtain Council approval no later than the last regularly scheduled meeting in the month of December.

After the Finance Department accepts completed applications, the applications are reviewed by multiple departments. After approval, the applications must receive City Council approval. Municipal Code [4-6-2\(B\)2](#), allows City Council to hear no more than twelve (12) applications for late approval after the December deadline noted above.

In accordance with [4-2-15: Vibrant Commercial Storefronts](#), locations that have been deemed “dark” for two or more consecutive quarters and which do not meet any of the one-year allowed exceptions will not be eligible for a Single Event Temporary Liquor permit at that location. All the locations listed in Exhibit A are either vibrant or have met one of the exceptions to vibrancy and are eligible to be approved for the Single Event Temporary Liquor permit.

Exhibits

Exhibit A- List of locations

Event Name	Event Address	Regular Tenant
Slamdance	255 Main	TMI
Slamdance	255 Main	TMI
Susan Swartz/Done to Your Taste	260 Main	Susan Swartz
Precious Entertainment/Music Lodge	268 Main	Rockwell Offices (working BL)
Egyptian Theatre	328 Main	Egyptian Theatre
Egyptian Theatre	328 Main	Egyptian Theatre
Egyptian Theatre	328 Main	Egyptian Theatre
ChefDance LLC	427 Main	ChefDance (working BL)
Canon Creative/Copa Bar Services	528 Main	PC Museum
Gold House/Sunrise Collective	540 Main	Riverhorse
Canada Goose Lounge	558 Main	PC Fine Arts
Chase Sapphire/Brilliant Consulting	573 Main	Old Towne Gallery
Chase/LA Times Media/Brilliant Co.	580 Main	Old Towne Gallery
Vulture/Vox/Top Shelf	591 Main	Lunds Fine Arts
White Claw Shore Club/Top Shelf	608 Main	Montomery Fine Arts
IndieWire Sundance Studio	625 Main	Summit Sotheby's
Sundance Sponsor Colab/Top Shelf	660 Main	Arts Council of Utah
MACRO/Storied Management	201 Heber Ave	Courchevel
Acura/Top Shelf	475 Swede	-
Apple TV/Culinary Crafts	657 Park Ave	Big Moose Yacht Club
Sundance Institute	950 Ironhorse	-
Sundance Institute	950 Ironhorse	-
1497 South Asian Lodge	1167 Woodside Ave	The Shop Yoga Studio
Gathering Space/Done to Your Taste	1283 Deer Valley	Christian Center
TAO/Top Shelf	4001 Kearns	Utah Film Studio

Late Liquor Applications

Kimball Art Center	1251 Kearns Blvd	Kimball Art Center
Project Green	580 Main	Willie Holdman Gallery
Meredith Marks	511 Main	Meredith Marks
Meredith Marks	511 Main	Meredith Marks
Meredith Marks	511 Main	Meredith Marks
Ecoluxe/Durkin Entertainment	255 Main	Tekila
To Live, LLC	323 Main	Alliance Engineer Office
Ambitious Productions Inc	825 Main	Main Street Gallery

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney with EFG Consulting, to Complete the Business License Fee Study in an Amount Not to Exceed \$34,850

Suggested Action:

Attachments:

[Business License Fee Study Staff Report](#)

[Exhibit A: Original Contract](#)

[Exhibit B: First Addendum](#)

City Council Staff Report

Subject: Business License Fee Study
Author: Mindy Finlinson, Finance Manager
Department: Finance
Date: January 12, 2022
Type of Item: New Business

Recommendation

Consider a request to extend the term of the professional services contract with EFG Consulting for the Park City business license fee study and increase the initial contract amount not to exceed \$34,850.

Executive Summary

Park City Municipal is in the process of conducting a comprehensive update to its business license fees, last updated in 2006. Per [Utah Code § 10-1-203](#), a municipality may assess a “base fee” to cover its administrative costs of issuing business licenses and additional costs for “disproportionate” or “enhanced” services, including police, fire mitigation, stormwater, traffic control, parking, transportation, beautification, and snow removal.

On May 4, 2022, the City entered into a professional services agreement with EFG Consulting for an amount not to exceed \$24,850 to complete the business license fee study. Due to the complexity of our fee structure and services provided by PCMC, the analysis of the base fee used up the majority of hours from EFG’s initial proposal. To complete the disproportionate and enhanced analysis, which we believe is critical to Park City’s taxpayers not paying for enhanced and disproportionate public services, EFG submitted additional scope.

The additional work to finish the project will push the original contract over the \$25,000 administrative threshold for procurement.

Analysis

The agreement with EFG includes the following phases:

- Base Administrative Cost Analysis – COMPLETED
- Disproportionate/Enhanced Service Costs – IN PROCESS
- Implementation – IN PROCESS

The proposed increased scope of services will allow the City to finish out the project and align our business license fees with current impacts.

The updated timeline estimate:

- February/March Complete Disproportionate Service Costs
- March/April Stakeholder engagement
- April/May Complete Enhanced Service Costs
- June Council adoption

Funding

The additional cost of \$10,000 to finish the project will be paid from existing budget in the Economic Development and Finance Departments.

Exhibits

- A Original Contract*
- B First Addendum*

Template Updated 08-21

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
(MINOR)**

This Service Provider/Professional Services Agreement - Minor (the "Agreement") is made and entered into as of this 4th day of May, 2022, by and **between PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **EFG 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;

WHEREAS, the service provided to the City carries minimal insurance risk; 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 proposed schedule in Exhibit "A" may be extended, without additional fees, if City requires additional time to provide Service Provider with data. The total fee for the Project shall not exceed **TWENTY FOUR THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$24,850.00)**.

The City has designated Jonathan Weidenhamer, 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.

Park City Municipal Corporation Service Provider Agreement/Minor

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2022, 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 monthly following the performance of such services.
- 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.

Park City Municipal Corporation Service Provider Agreement/Minor

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, 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 Annotated, 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

Park City Municipal Corporation Service Provider Agreement/Minor

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. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 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. SERVICE PROVIDER EMPLOYEE/AGENTS.

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. HOLD HARMLESS INDEMNIFICATION.

- 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

Park City Municipal Corporation Service Provider Agreement/Minor

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. Service Provider does hereby remise, release, forever discharge and covenant not to sue Park City Municipal Corporation, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement
- C. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider,

Provider Professional Services-Minor

Park City Municipal Corporation Service Provider Agreement/Minor

their agents, representatives, employees, or subcontractors as follows:

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

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

Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the City.

- B. Auto liability insurance with limits as required by statutory law.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- E. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Provider Professional Services-Minor

Park City Municipal Corporation Service Provider Agreement/Minor

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

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

Park City Municipal Corporation Service Provider Agreement/Minor

conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

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.

Park City Municipal Corporation Service Provider Agreement/Minor

- 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.

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

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

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.

Provider Professional Services-Minor

Park City Municipal Corporation Service Provider Agreement/Minor

- 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.

Park City Municipal Corporation Service Provider Agreement/Minor

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. SEVERABILITY AND NON-WAIVER.

- 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.

Park City Municipal Corporation Service Provider Agreement/Minor

21. ENTIRE AGREEMENT.

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. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

22. COUNTERPARTS.

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

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.

Park City Municipal Corporation Service Provider Agreement/Minor

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

DocuSigned by:

Matt Dias

Matt Dias, City Manager

Attest:

DocuSigned by:

Heidi K. Long

Heidi K. Long, City Recorder's Office

Approved as to form:

DocuSigned by:

Margaret Plane

Margaret Plane, City Attorney's Office

Park City Municipal Corporation Service Provider Agreement/Minor

TOOELE CITY, UT 84074

SERVICE PROVIDER:
EFG CONSULTING, LLC, a Utah limited liability
company
12110 N DAPPLE DRIVE

Tax ID#: 10302387-0160

Cody Deeter

Cody Deeter

DocuSigned by:

Signature

CEO

Chief Executive Officer

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

STATE OF UTAH)
) ss.
Provider Professional Services-Minor

Park City Municipal Corporation Service Provider Agreement/Minor

COUNTY OF SUMMIT)

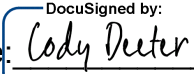
On this ____ day of _____, 2022, personally appeared before me CODY DEETER, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the _____ (Chief Executive Officer) of EFG Consulting, LLC, a Utah limited liability company, by authority of its Operating Agreement/Member Resolution, and acknowledged that he signed it voluntarily for its stated purpose as Chief Executive Officer for EFG CONSULTING, LLC, a Utah _____ limited liability company.

Notary Public

Park City Municipal Corporation Service Provider Agreement/Minor

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the May day of 2nd, 2022, at _____ (insert State and County here).

Printed name Cody Deeter

Signature: 
DocuSigned by:
546F8071C942486...

Park City Municipal Corporation Service Provider Agreement/Minor

EXHIBIT “A”

SCOPE OF SERVICES

PHASE I: BASE ADMINISTRATIVE COST ANALYSIS

TASK 1: DIRECT COST ANALYSIS

The first task is to determine the direct costs common to all types of businesses which are incurred to register, oversee, maintain records, and regulate businesses within the City. This will include the development of a process map that outlines the direct staff time and process to issue a permit. These costs are generally salary, benefits, and department overhead. This will include both fixed and variable direct costs. All costs will be broken out by business type.

TASK 2: INDIRECT COST ANALYSIS

The next step is to determine the indirect City costs provided to each department that can be included in the business license fee. Often certain City-wide overhead costs are both fixed and variable meaning certain costs fluctuate based upon department size and some do not. These costs will then be added to the costs in Task one by type of business.

TASK 3: FINAL BASE FEE

The direct and indirect costs will be combined to create a schedule of base administrative costs by each business type which can then be uniformly applied to each business type including the initial fee and a renewal fee if appropriate. As defined in statute, home businesses with no impact higher than a residential unit cannot be charged a business license fee.

PHASE 2: DISPROPORTIONATE/ENHANCED SERVICE COSTS

TASK 1: DISPROPORTIONATE/ENHANCED REGULATORY COSTS

This type of cost is applied to businesses that require additional paperwork, administrative oversight, special regulations and inspections that are in addition to the services common to all businesses. This could include special events that require additional City services which is a highly likely scenario in the City.

TASK 2: DISPROPORTIONATE/ENHANCED SERVICE CALL COSTS

Certain business types may place a higher demand on police, fire and EMS than the base level of service. The base level of service is defined as the impact a single family owner-occupied residence has on these emergency services. This task will include geocoding calls for service either by using the City's GIS staff or EFG's subconsultant.

TASK 3: DISPROPORTIONATE/ENHANCED FEE SCHEDULE

The total disproportionate fee schedule will be compiled to define the disproportionate fee by business or event type including an initial fee and renewal fee if appropriate.

Provider Professional Services-Minor

Park City Municipal Corporation Service Provider Agreement/Minor

PHASE 3: RESIDENTIAL RENTAL FEE/GOOD LAND LORD

TASK 1: DISPROPORTIONATE RESIDENTIAL RENTAL FEES

The City is authorized to charge a disproportionate residential rental fee to cover higher costs associated with rental units. In order to implement this fee, an analysis must be provided that determines rental properties indeed do have a higher impact than a comparable owner-occupied unit.

TASK 2: GOOD LANDLORD PROGRAM

In order to implement a residential rental fee, the City must also provide a Good Landlord program that provides training on ways to reduce crime in rental housing as outlined in City ordinance.

PHASE 4: IMPLEMENTATION

TASK 1: MEETINGS & DOCUMENTATION

EFG will work with City staff to develop the final business license fee ordinance. EFG will also be available to hold a stake holder meeting with the business community and well as making presentations to City Council. EFG's goal is to ensure that all parties have a clear understanding of the methodology and impacts of the business license fee analysis.

PROJECT FEE AND SCHEDULE

Phase 1: Base Administrative Cost	Hours	Cost	Begin	End
Task 1: Direct Costs	19.0	\$ 3,325	1-Apr	15-Apr
Task 2: Indirect Costs	19.0	3,325	1-Apr	15-Apr
Task 3: Final Base Fee	9.0	1,575	15-Apr	22-Apr
Phase 2: Disproportionate/Enhanced Service Costs				
Task 1: Disproportionate Regulatory Costs	19.0	3,325	15-Apr	22-Apr
Task 2: Disproportionate Service Call Costs	19.0	3,325	15-Apr	22-Apr
Task 3: Disproportionate Fee Schedule	9.0	1,575	22-Apr	29-Apr
Phase 3: Residential Rental Fee/Good Landlord				
Task 1: Disproportionate Residential Rental Fee	19.0	3,325	29-Apr	13-May
Task 2: Good Landlord Program	14.0	2,450	13-May	20-May
Phase 4: Implementation				
Task 1: Meetings and Documentation	15.0	2,625	1-Apr	20-May
	142.00	\$ 24,850		

Provider Professional Services-Minor

Park City Municipal Corporation Service Provider Agreement/Minor

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

\$175/ hour

Any “extra” work shall be approved in advance in writing by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

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

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

PRODUCER Banasky, an Alera Insurance Agency, LLC 913 W Baxter Drive South Jordan UT 84095	CONTACT NAME: Kathy Avery PHONE (A/C, No, Ext): (801)748-1009 FAX (A/C, No): (801)748-0782 E-MAIL ADDRESS: kathy@Banasky.com														
APPROVED															
INSURED Efg Consulting, LLC 918 N 1380 E Tooele UT 84074	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty Insurance Co. of Am</td> <td>19046</td> </tr> <tr> <td>INSURER B: United States Liability Insurance Comp</td> <td>25895</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Co. of Am	19046	INSURER B: United States Liability Insurance Comp	25895	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: CL2212836255****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6800L435645	6/27/2021	6/27/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Non-owned \$ 1,000,000
A	AUTOMOBILE LIABILITY			6800L435645	6/27/2021	6/27/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability and Errors and Omissions			SP1568703B	6/27/2021	6/27/2022	Each Claim 1,000,000
							Annual Aggregate/Each Claim Ded 1,000,000/2,500

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

Proof of insurance subject to the terms and conditions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

Park City Municipal Corporation 445 Marsac Avenue PO BOX 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathy Avery/KATHY
--	--

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State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

JACSON R. MAUGHAN
Commissioner

Industrial Accidents Division

RONALD L. DRESSLER
Division Director

APPROVED

ISSUED WAIVER

EFG Consulting LLC
2110 N Dapple Drive
Tooele City, UT 84074

Waiver # 4959577
Effective Date: 04/28/2022
Expiration Date: 04/28/2023

Thank you for applying for a Workers' Compensation Coverage Waiver (WCCW). Based on the information submitted, we have **approved your waiver** request. For a verification of the status of the waiver for your records, or any perspective employer's reference, please go to the Labor Commission website at <https://webaccess.laborcommission.utah.gov/wccoveragewaivers/wccwverify.jsp> and enter your business name and waiver number exactly as it shows above, including punctuation. The status screen can then be printed. The following individuals are included on this waiver:

Cody Deeter

By accepting the WCCW, your company affirms the following:

- It employs no other employees on the day on which the Commission issues the WCCW to the business entity;
- The individuals listed above personally waive their entitlement to the benefits provided by a workers' compensation insurance policy, in accordance with sections 34A-2-103 and 34A-2-104 of Utah code;
- The business entity listed above is engaged in an independently established trade, occupation, profession or business; and,
- As of the day on which a business entity employs an employee other than an owner, partner, or corporate officer or director, (a) the business entity's waiver is invalid; and (b) the business entity is required to provide workers' compensation coverage for that employee in accordance with Section 34A-2-201. (Please note that benefits provided by a workers' compensation policy can still be waived by an owner, partner, corporate officer or director through an endorsement to a workers' compensation insurance policy. For details, see an insurance agent or broker to find an insurance carrier that is authorized to issue a workers' compensation insurance policy in Utah.)

The WCCW expires on **04/28/2023**, which is one year from the day on which it was issued. It is your responsibility to renew the waiver. The Labor Commission will not automatically renew the waiver. If the desire to receive a renewal reminder was indicated during the application process, a reminder notice will be sent to the email address on the waiver application. It is the waiver holder's responsibility to update the email address.

To renew the WCCW, the business entity shall go to the Labor Commission website at <https://webaccess.laborcommission.utah.gov/wccoveragewaivers/> and apply for a waiver renewal. Also, please submit the updated, required documentation and pay the required, non-refundable application processing fee. Please note that a new waiver number will be assigned when the waiver renewal is approved.

At any time, the Commission may investigate a business entity to determine whether it validly remains eligible for a WCCW. If the Commission determines that a business entity no longer qualifies for a waiver, the Commission may initiate the process to revoke the waiver through informal adjudicative proceedings. In addition, the Commission may take action against the business entity for failure to obtain workers' compensation coverage for an employee.

Please visit the Utah Labor Commission website at www.laborcommission.utah.gov for more information regarding waivers. For any additional questions contact us by phone at 801-530-6268 or intrastate toll free (800) 530-5090, or email WCCW@utah.gov.

**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 _____, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and **EFG CONSULTING 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 May 4, 2022.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on May 4, 2022, (hereinafter “Original Agreement”);

WHEREAS, part of the scope of services is for Service Provider to perform a review and update the City’s business license fees;

WHEREAS, the term of the Original Agreement is due to end December 31, 2022;

WHEREAS, the project is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time and additional funding for such performance.

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 shall be extended to a termination date of June 30, 2023.b. **SCOPE OF SERVICE.** The total fee for the Project shall be amended to not exceed **THIRTY FOUR THOUSAND EIGHT HUNDERD FIFTY DOLLARS (\$34,850.00).**

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:

EFG CONSULTING, LLC, a Utah limited liability
company

12110 N. Dapple Drive

Tooele City, UT 84074

Tax ID#: 10302387-0160

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 , 2022, 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 EFG CONSULTING, LLC, a Utah 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 _____, 2022, at _____ (insert State and County here).

Printed name _____

Signature: _____

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve an Amendment to the 2023 Sundance Film Festival Supplemental Plan, Allowing Park City Historical Society to Sub-Lease City Property at 528 Main Street for Lyft, an Official Sundance Sponsor

Suggested Action:

Attachments:

[Sundance Supplemental Plan Amendment Lyft Staff Report](#)

[Exhibit A: Lyft Activation Plan at Park City Museum](#)

[Exhibit B: 2023 Sundance Film Festival Level Five Special Event Permit and Use Matrix](#)

City Council Staff Report

Subject: Sundance Film Festival Supplemental Plan Amendment – Sub-Lease Approval 528 Main Street
Author: Jenny Diersen
Department: Special Events
Date: January 12, 2023
Type of Item: Consent

Recommendation

Consider a request from the Sundance Institute to amend the 2023 Sundance Film Festival (SFF) Supplemental Plan, allowing the Park City Historical Society (PCHS) to sub-lease City Property at 528 Main Street (PC Museum), to host Lyft, an Official Sundance Sponsor.

Executive Summary

In 2007, the City Council amended the [Park City Historical Society Lease Agreement](#) to outline how PCHS could sublease 528 Main Street.

12. Assignment/Sublease. Unless approved in the sole discretion of Landlord, Tenant has no right to sublet or assign all or any portion of the Property for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign without Landlord's consent shall cause this Lease Agreement to immediately terminate. Tenant shall provide space, rent free, for the Park City Chamber of Commerce/Visitor Bureau (Chamber) conditional upon a mutual agreement between Tenant and Chamber remaining in place or as may be required in the Special Service Contract. Tenant has no obligation to staff this or meet requirement of the Special Service Contract if the Chamber elects to discontinue its staffing.

Tenant may hold private parties or otherwise charge for exclusive use of the Property without Landlord approval for such activities such as filming, educational, fundraising and revenue generation so long as such rentals do not exceed twenty-four (24) hours per rental. Provided, however, that such use shall be subject to the covenants of Tenant in Section 12 hereof. If such rental occurs during a Master Festival, Tenant must first offer to rent to Master Festival License holder or its sponsors. Master Festival Licensee shall complete such negotiations to rent the Property with Tenant not less than 120 days in advance of event in the case of the Sundance Film Festival and the Arts Festival, and not less than 30 days in advance of any other event. Should the Master Festival Licensee not desire to rent the Property or any part thereof or should the Master Festival Licensee fail to complete the rental negotiations as provided in this paragraph, Tenant can rent to other parties subject to Landlord approval, such approval not to be unreasonably withheld or delayed. Cause for denial shall include but not be limited to direct, ambush marketing adverse to the Master Festival, incompatible activity with Master Festival tenant in the case of a partial rental, or marketing or branding of the user which is inconsistent with the resort town goals as articulated in the City's general plan. Landlord's approval may include a fee requirement for after-hours and increased use of the restrooms.

Recently, on December 15, 2022 ([report](#) p. 926, minutes not published), City Council approved the 2023 SFF Supplemental Plan and Level Five Special Event Permit. The approval included leasing PCHS to Canon, an Official Sundance Sponsor.

Analysis

Since late December, the Sundance Institute and Lyft have collaborated with the PCHS and requested to use Lot 1 (the back patio) of the PCHS space to have an interactive arcade open to the public from Friday, January 20, to Monday, January 23. The PCHS supports the activation and requests to enter into a lease with Lyft per the sub-lease agreement above.

Stakeholder outreach was conducted with Rocky Mountain Chocolate to provide a hot cocoa stand and address concerns about lighting in residential windows. Lyft agreed to use existing lighting in the walkway and collaborate with Rocky Mountain Chocolate, and are actively working to address potential conflicts. All arcade cabinets have an adjustable volume control to meet the City's noise regulations and can also be muted.

Special Events and Building Department reviewed the request and recommended approving Sundance's amendment to the 2023 Sundance Supplemental Plan and PCHS sublease at 528 Main Street with Lyft, under the following findings and conditions added to the Special Event Permit:

Findings of the Fact:

Section 1.2 of the [City Services Agreement between the City and Sundance Institute](#) identifies implementation and operations of the Festival to be the same as the previous year unless the Supplemental plan is specifically amended. The 2023 Festival Supplemental Plan will be amended to allow:

1. PCHS and the Sundance Institute to collaborate in good faith to uphold the terms of the PCHS Agreement, including an additional PCHS sublease to Lyft (Lot 1- back patio); and
2. The two subleases do not conflict with one another. The Chief Building Official, City Engineer, Chief of Police, Transportation Manager, and Traffic Operations Manager found that the temporary activations are not in the right of way and do not impact health, safety, and welfare including specific consideration for residential, pedestrian, and traffic circulation impacts.

Conclusions of the Law:

1. As conditioned, the Supplemental Plan is consistent with section 1.2 of the City Services Agreement with Sundance Institute and the PCHS Lease.
2. Findings are consistent with the requirements of the Park City Municipal Code, Title 4A.

Conditions of Approval

1. The Chief Building Official, City Engineer, Chief of Police, Transportation Director, Transportation Operations Manager, and Special Event Manager may impose restrictions on load-in/out times for the installation due to pedestrian, traffic, or residential impacts.
2. Lyft and PCHS are required to enter into a sublease agreement. In addition, the applicant shall submit the required drawings and operational plans no later than Tuesday, January 17, 2023, at 5:00 p.m. for review by the Building Department.
3. Noise from the Lyft arcade at 528 Main Street shall not exceed 65 decibels. If a complaint is received, Lyft shall turn down the noise immediately. If complaints continue, all arcades shall be muted for the duration of the activation.

4. All other Conditions of Approval from December 15, 2022, Supplemental Plan approval continue to apply.

Funding

There is no City funding associated with Sundance's request.

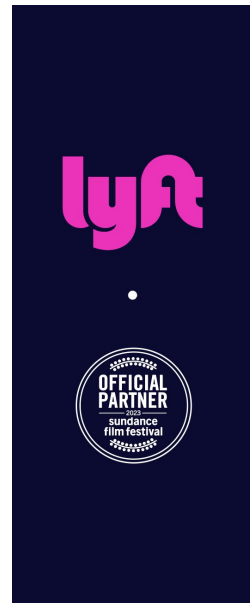
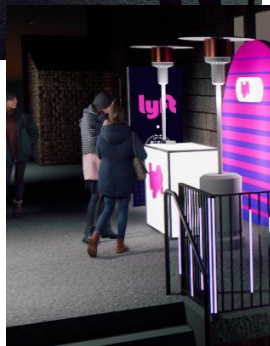
Exhibits

- A Lyft Activation Plan at Park City Museum
- B Updated Special Event Permit & Use Matrix

Rider Waiting Area

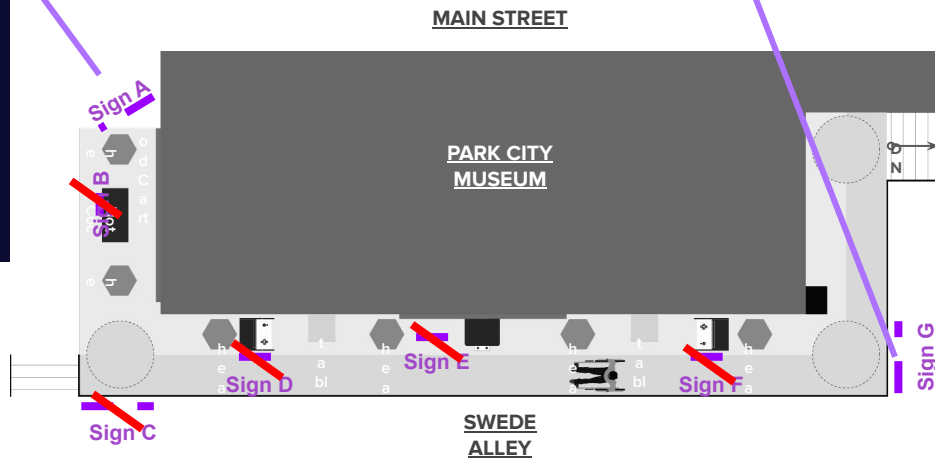
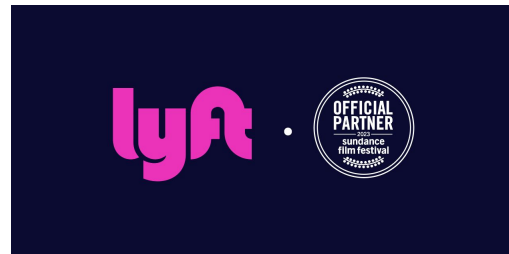
Sundance Arcade Proposed Signage

Lyft Recco:

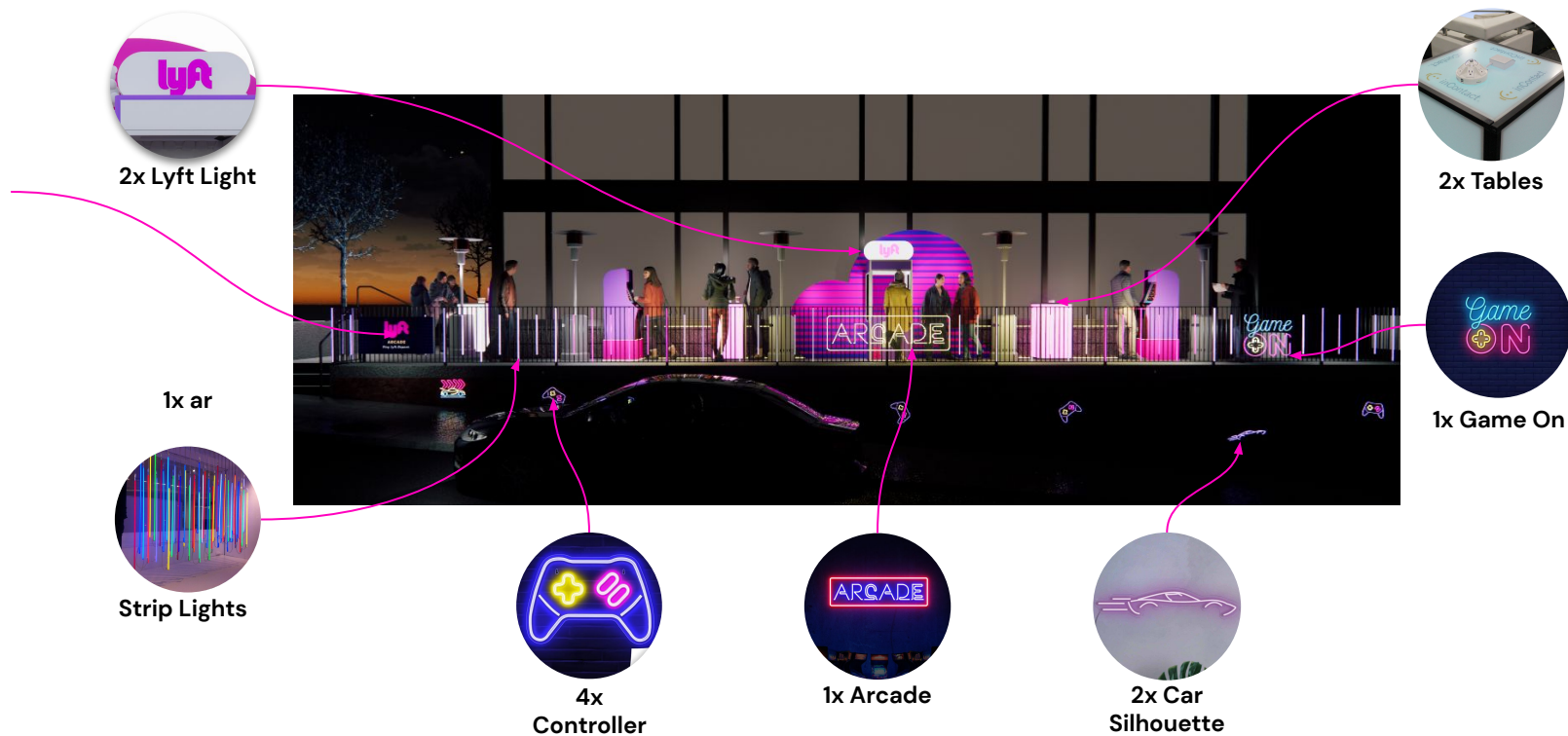


Sign A:
Indigo background
Pink Lyft logo lockup
Double sided

Sign G:
Indigo background
Pink Lyft logo lockup
Single sided

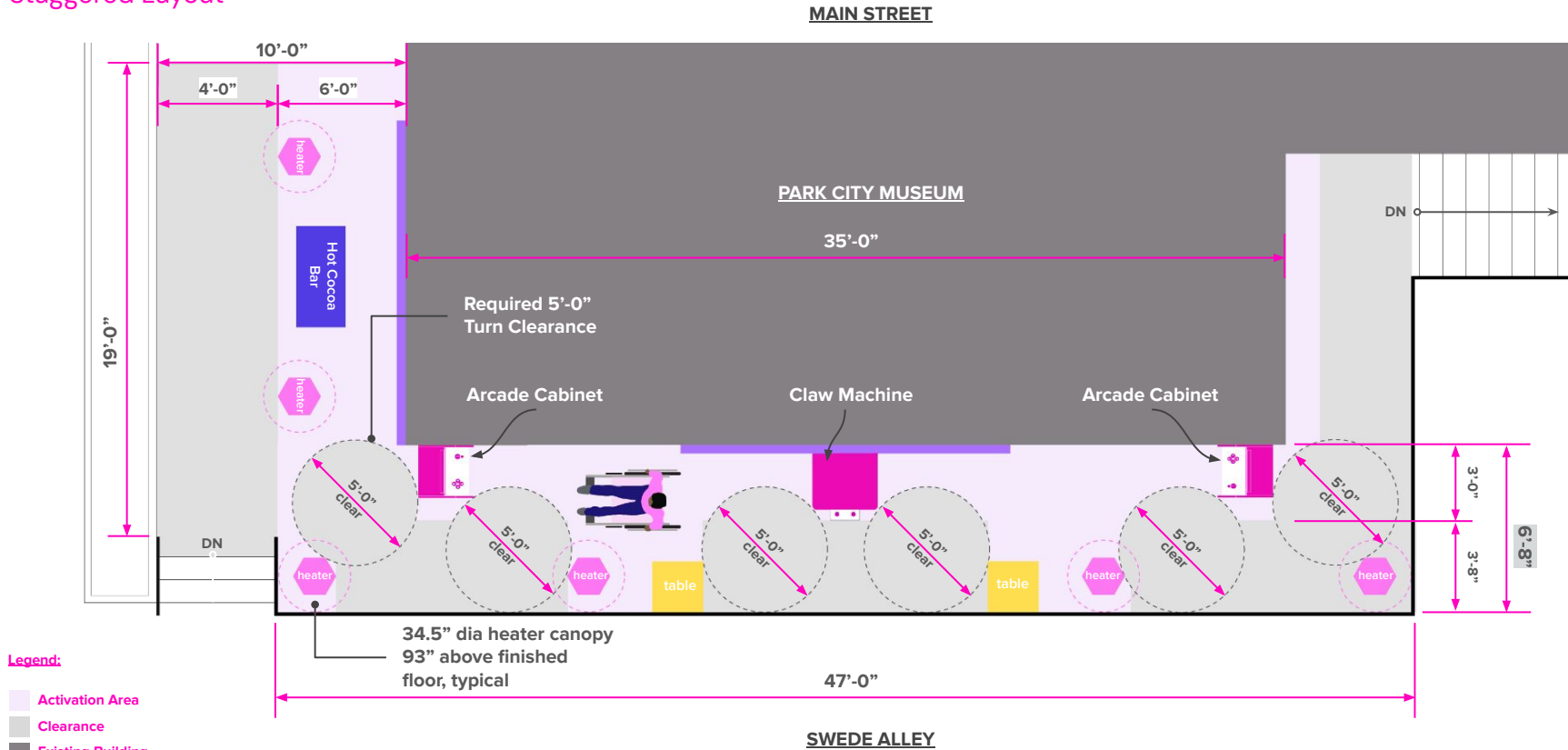


Sundance Arcade Activation



Sundance Arcade Floor Plan

Staggered Layout



*ADA requirements denoted with "(ADA)" below actual measurements as per 2010 ADA Standards for Accessible Design. In accordance with "305 Clear Floor or Ground Space"

Sundance Arcade Activation



Arcade* Schedule

Date	Start	End	Action
Friday, 1/20	8:00 am	4:00 pm	- Install and setup
	4:00pm	12:00 am	- Arcade open operating hours
Saturday, 1/21	4:00pm	12:00 am	- Arcade open operating hours
Sunday, 1/22	4:00pm	12:00 am	- Arcade open operating hours
Monday, 1/23	4:00pm	12:00 am	- Arcade open operating hours
Tuesday, 1/24	4:00am	12:00pm	- Strike and Load Out

*PUDO will be operational for the entirety of Sundance: 1/20 - 1/29

Noise & Power

Power

Hero Activation: Two (2) Ms. Pac-Man Games Arcade Cabinets, One (1) Claw Machine wrapped and placed in the space.

Ancillary: Multiple neon signs, two (2) Lyft amp signs, two (2) charging tallboy stations and one (1) light-up bar.

Will confirm final power needs In order to power and light up all elements

Noise

All arcade cabinets have adjustable volume adjustability and can be muted. Claw machine does not produce sound.

No speakers or music is planned for the space.



Load In/Out Plan

Load In:

Load in is slated to happen on Thursday 1/19 starting at 8am – the Arcade times for the weekend are scheduled to be 4pm – midnight.

We are confirmed that our trucks (2) will arrive to the load/unload zone by the PUDO area and will be cleared out before noon.

Load Out:

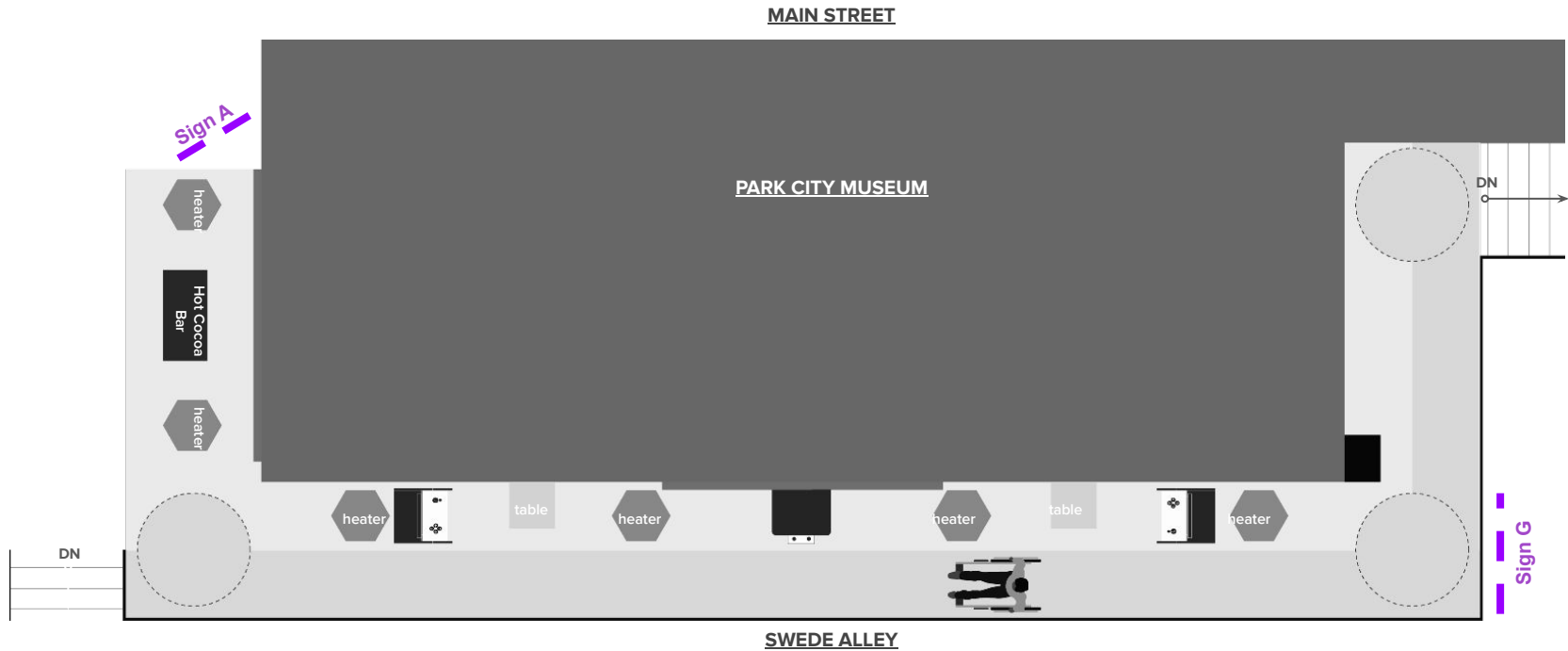
Strike is scheduled to happen the morning of 1/24 after the activation ends at midnight on 1/23. We know the earliest we can get in is at 4am but we will most likely come in to strike at 7/8am and will be out the truck cutoff time at noon.

We are confirmed that our trucks (2) will arrive to the load/unload zone by the PUDO area.



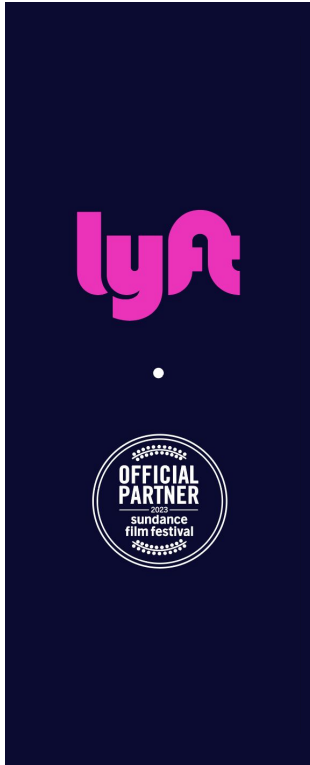
© 2018 Sundance Institute / Photo by Stephen Speckman

Sundance Arcade Proposed Signage



Tag	Dimensions	Location	Sign D	8”H x 10”W	Arcade
Sign A	81”H x 33”W	Facing Main St.	Sign E	8”H x 10”W	Claw Machine
Sign B	8”H x 10”W	Hot Cocoa	Sign F	8”H x 10”W	Arcade
Sign C	24”H x 48”W	Swede Alley	Sign G	24”H x 48”W	Swede Alley

Signage Designs

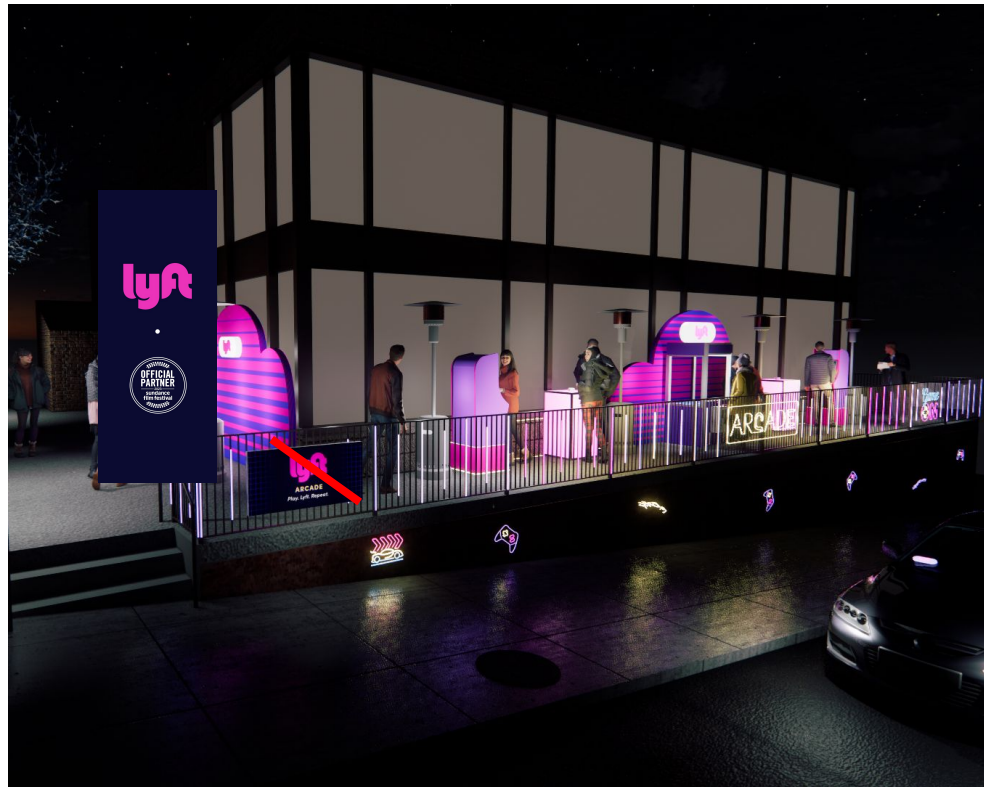


Sign A



Sign B

Signage Designs





[Download source file](#)



DRAFT SPECIAL EVENT PERMIT & 2023 SUPPLEMENTAL PLAN

Type of Permit: Level 5 Special Event
Event Name: 2023 Sundance Film Festival
Event Date(s): Thursday, January 19 through Sunday, January 29, 2023
Event Location: Various locations throughout Park City
Permittee: Sundance Institute
Contact Person: Betsy Wallace, Managing Director
Approved By: City Council of Park City
Approval Date: January 12, 2023

The Park City Council has approved the annual Supplemental Plan and Level Five Special Event Permit for the 2023 Sundance Film Festival as part of the current City Services Agreement that was executed on October 30, 2013. This annual Supplemental Plan and Level Five Special Event Permit have 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 unique cultural and entertainment activity held for non-profit and for-profit purposes occurring for a limited duration that impacts the City by having use of and impact on City property. The activity requires licensing beyond the scope of normal business, liquor regulations and is a temporary event that does not normally occur within the permitted Venue use as defined by the municipal code and creates public impacts through the following:
 - a. Interruption of the safe and efficient flow of transportation in Park City, including streets or public rights-of-way. Due to the nature of the event, the City proposes changing traffic flow on Main Street, Swede Alley, Park Avenue, and Hillside Avenue to provide a safe and efficient flow of transportation and pedestrian movement in Park City.
 - b. The event uses City Property, including parking and facilities and parks as outlined in the Use Area Matrix.
 - c. The activity requires public safety staffing beyond their normal scope of operations.
2. The event involves the use of an impact on City Property. Based on the degree of City Impacts of anticipated attendance of 70,000, venue use, and transportation and public safety impacts, the event has been determined to be a Level Five, Community Identifying Event based on the following factors:
 - a. Overall attendance is estimated at 70,000 people, with anticipation of 9,000 people in Park City at any one time. The event anticipates 1,700 volunteers throughout the Festival.
 - b. The event is held over ten consecutive days.
 - c. The event has major or severe impacts on surrounding areas and cannot be held within existing Venues or use areas.
 - d. The event has major or severe transportation needs including the requirement for parking removal, requires a transportation mitigation plan, offsite parking, and major residential mitigation. The event also requires increased Park City Transit and requires Sundance to bring in a transportation provider from outside of Park City to provide the

services required.

- e. Public Safety staffing is required beyond normal operations including major to severe support in venues and for transportation mitigation. This includes the requirement for public safety personnel from outside of the City's jurisdiction.
3. The Sundance Film Festival is a Community Identifying Event as it honors Park City's unique community goals and enhances the collective goodwill that features distinct traditions, and authentic local culture including ties to the people, places, and history of Park City. It fundamentally aligns with the City's Critical Priorities including Sustainability, Transportation, and Social Equity. While attendance is targeted from outside of Park City and Summit County, Sundance offers robust opportunities to the community, and youth for participation both during the Festival and year-round, including free and affordable options for local Park City and Summit County attendance. Sundance Film Festival also offers affordable options for underserved populations.
4. The City holds a City Services Agreement outlining the dates of the Festival. Special Events Department received a Pre-Application on November 11 and provided Sundance with a notice to proceed with a Special Event Application which was received on December 1.
5. The 2023 Sundance Film Festival will be held Thursday, January 19 through 29, 2023. Set up and breakdown of the event will occur between January 2 and February 5, 2023, or as outlined in the Use Area Matrix, Operations Plan, Transportation, and Parking Plans.
6. The Special Event Manager has required the Applicant to provide Insurance Coverage, waiver and release of damages, indemnification and Hold Harmless Agreement and Certificate of Insurance naming the City as additionally insured.
7. The event is held during a Peak Time, and is allowed to proceed, as it is not a new event and the City holds an Agreement to enable the event on the dates as outlined.
8. 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, and uniqueness and is one of the defining events Park City Event Calendar. 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.
9. 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.
10. 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.
11. 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.
12. The Special Event will not substantially interfere with any other Special Event 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.
13. The event provides sufficient traffic controllers, signs and other City required barriers and traffic devices, 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 event provides adequate transportation, off-site parking, and traffic circulation. The event has

provided the required insurance and cash deposit to the City, as well as any other services or facilities necessary to ensure compliance with City ordinances.

14. The event does not create the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
15. The Permittee has obtained approval of other public agencies as required, 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.
16. The Permittee has been working with City Staff and applicable departments to address the operations of the event. 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, or both.
17. Staff finds the annual Supplemental Plan for the 2023 Sundance Film Festival is consistent with the measures as outlined in the City Services Agreement as entered into on October 30, 2013 and 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.
18. PCHS and the Sundance Institute collaborate in good faith to uphold the terms of the PCHS Agreement including an additional PCHS sublease to Lyft (Lot 1 – back patio).
19. The two subleases do not conflict with one another. The Chief Building Official, City Engineer, Chief of Police, Transportation Director, and Transportation Operations Manager have made findings that the temporary activations are not in the right of way and do not impact health, safety, and welfare including specific consideration for residential impacts, pedestrian, and traffic circulation patterns.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A.
2. As conditioned the Supplemental Plan is consistent with section 1.2 of the City Services Agreement with Sundance Institute and the Park City Historical Society Lease.

Conditions of Approval:

1. The permittee, unless otherwise affirmatively agreed in writing, at its' cost, shall incorporate such measures as directed by Staff to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Permittee.
2. The Permittee, is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification and Private Property Use Permission, detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with from the Chief of Police, Transportation Manager, Public Works Director, Chief Building Official and Economic Development Manager or their designees.
3. The permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and

the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.

4. 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.
5. In accordance with the Transportation Demand Management Plan, the permittee is required to distinguish 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 for 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.
6. The permittee has requested an exemption to the noise ordinance 6-3-11, Noise will be allowed up to 90 decibels on Friday and Saturday, January 20 and 21 from noon to 11:00 p.m., and up to 90 decibels on Sunday, January 22 through Saturday, January 28 until 10 p.m. The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses, and public facilities. If a complaint is received by Park City Police Department, the police department will investigate the complaint. If asked by the Park City Special Event staff or Police Department, the permittee shall turn the noise down to mitigate concerns of noise from surrounding residents, businesses, or public facilities. The permittee shall provide on-site management for each aspect of the event and shall be responsible to ensure that the sound system maintains level adjustments not to exceed provisions of the Park City Noise levels.
7. Noise stemming from the Lyft arcade at 528 Main Street, shall not exceed 65 decibels. If a complaint is received, Lyft shall turn down the noise immediately. If complaints continue all arcades shall be muted for the duration of the activation.
8. 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 10, 2023.
9. The permittee shall provide with a final plan for the 2023 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 Special Event Manager, Chief of Police and Transportation Planning Manager no later than December 31, 2022.
10. The Permittee, is required to provide a 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 policies 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 sections 4A-2-6 and 4A-2-4.F.5. The insurance must name Park City Municipal

Corporation shall be named as additionally insured. For any claims related to this permit, the Permittee's insurance coverage shall be primary insurance coverage as respect to PCMC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials employees, or volunteers shall be in 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, agents, and subcontractors.

11. Required Insurance and Hold Harmless Waiver as required above shall be attached to this permit as an exhibit to this permit.
12. 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 12, or no less than one week prior to the first day of set up for each Sundance Theatre, Official Sundance Venue or Official Sponsor Venue.
13. The Permittee is responsible for maintaining a staff and volunteers plan for their venues. Venue Managers contact list shall be provided to the Special Events Manager.
14. 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.
15. All third party approvals including the Park City School District, Summit County and State of Utah, permit approvals required for this event shall be secured by January 19, 2023 and submitted to Park City Municipal Corporation.
16. The Permittee will provide an official Sundance Venue and Sponsor list and sign plan for the event. If Sundance adds a Sponsor after approved by City Council in the Supplemental Plan the Economic Development Manager may approve additional Sponsors at venues with minimal impacts. Any sponsors that are added after Council approval that cause substantial impacts may shall be approved by City Council at a subsequent meeting. Sundance venues and Sponsors using City Property (Use Areas) are outlined in the City Property Use Matrix.
17. All sign plans shall comply with the Park City Municipal sign code and be reviewed by the Parks and Planning Departments.
18. The 2023 Sundance Film Festival will operate for eleven (11) days, plus set up and break down from January 5 to February 5, or as outlined in the Use Matrix. Sundance Institute reserves the right to review and make recommendations regarding the approval of any other Special Event Permit during this time.
19. Sundance estimates overall attendance of the Sundance Film Festival in 2023 in Park City will be 70,000. Sundance shall modify operations as directed by Staff to address any substantive change in conditions created by the growth in attendance to the event with regards to maintaining public safety, traffic, and transportation impacts to the City.
20. Sundance will address any requirements from the Chief Building Official, and Public Safety Personnel regarding the placement of emergency staff and equipment. Sundance will submit an Emergency Operations Plan to be coordinated with Park City Police, Emergency Management and Park City Fire District.
21. The Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management Departments have the right to cancel the event upon any condition, violation or weather that jeopardizes the life, safety, or property of the residents or visitors of Park City. 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.
22. 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.
23. The Chief Building Official, City Engineer, Chief of Police, Transportation Director and

Transportation Operations Manager, and Special Event Manager may impose restrictions on load-in/out times for the activation at 528 Main Street due to pedestrian, traffic or residential impacts.

24. Lyft and PCHS are required to enter into a sublease agreement. In addition, the applicant shall submit the required drawings and operational plans no later than Tuesday, January 17, 2023, at 5:00 p.m. for review by the Building Department.
25. All other Conditions of Approval from December 15, 2022, Supplemental Plan approval continue to apply.

PASSED AND APPROVED this Thursday, the 12th Day of January, 2023.

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 & Leases
- B Sundance Official Venues, Sponsors and Events
- C Transportation & Parking Plans
- D Certificate of Insurance
- E Hold Harmless Agreement

MASTER FESTIVAL LICENSE & CITY SERVICES AGREEMENT CITY PROPERTY USE MATRIX

Sundance Film Festival 2023

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including projection booth & projector, North Field, 16 parking spaces, courtyard and sponsor car display	1255 Park Avenue	Wednesday January 11th through Thursday, February 2nd	Screening venue, tents (Press and Wait list) and operational parking and propane storage, car display	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Library Rooms 301, 201, 101, North Conference Room & Community Room	1255 Park Avenue	Thursday January 12th through Tuesday, January 31	Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Same as above	Sundance and Park City	Sundance and Park City
Mawhinney Parking Lot	Park Avenue	January 19 - January 29, 2023	Overflow parking Area	Parking – exclusive via permit in the west half of lot (26 spaces); otherwise public	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance and Park City	Sundance and Park City
Miners Hospital -Entire building with option of pavilion and surrounding park areas. All Parking around facility during the festival.	1354 Park Avenue	December 1, 2022– February 28, 2023	Sundance Festival Office space	Parking – Exclusive-adjacent to Recreation and Miners; Other - Nonexclusive	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
PCMC Recreation Building – Entire building	1354 Park Avenue	December 1, 2022 – February 17, 2023	Sundance Storage or other Sundance use	Currently, use as storage	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Miners Park on Main Street	Main Street	Festival Dates (Tuesday January 17th-	Sundance Film Festival or Sponsor Activation	Sponsor Product Placement	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice	Sundance	Sundance

		Sunday, January 29th)		(Acura) and Daily Community Giveaways	removal inside and outside the use area. Sundance is responsible for snow removal from vehicle once vehicle is placed. Sundance is responsible for ensuring crowd does not interfere with Main Street or Sidewalk traffic.		
Bear Bench Walk Way on Main Street	Main Street	Tuesday, January 17th through Monday, January 30th	Sundance Film Festival or Sponsor Activation	Sponsor Product Placement (Acura) and Daily Community Giveaways	Park City shall maintain regular cleaning, waste removal, and snow and ice removal. Sundance is responsible for snow removal from vehicle once vehicle is placed. Sundance is responsible for ensuring crowd does not interfere with Main Street or Sidewalk traffic.	Sundance	Sundance
Park City Museum - First Right of Refusal for Sundance or Sundance Sponsors	Main Street	Tuesday, January 17 through Monday, January 30	Sponsor Use	Cannon & Lyft	Refer to City Lease Agreement with Museum	Sundance	Sundance and Park City
Park Avenue- Between Heber & 9 th St.	Park Ave	January 17	Parking mitigation	Removal of Parking for Permitted Parking	Park City shall place barricades and enforce the operations plan	Park City	Park City
Park Avenue- Between 9th and 14th St	Park Ave	January 17	Parking mitigation	Removal of Parking for Permitted Parking	Park City shall place barricades and enforce the operations plan which includes residential-only parking.	Park City	Park City
Main Street - Entire east & west sides.	Main Street	January 19- January 29	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None

North Marsac Parking Lot	Marsac Avenue	January 19th – January 31 , 2023	Public Safety and Emergency Management	Command Center	Park City shall post and maintain Public Safety parking spaces in North Marsac.	Park City	Park City
Brew Pub Parking Lot South & North after January 23	Swede Alley	January 19 through January 30th, 2023	Snow Storage, Drop and Load Area, ADA Parking & UHP Parking	Communications and Snow Storage	Park City shall place the barricades, provide snow removal and place “no parking” signs.	Park City	Park City
Arts District	Bonanza Dr.	January 5 through February 2, 2023	Communication (Mother command center)	Communication	Park City shall maintain regular snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Richardson Flat Park n Ride	Richards on Flat Road	January 17 - January 30, 2023	Park N Ride Lot, & Bus staging area	Park N Ride Lot, Bus staging area	LeBus to use Richardson Flat for all bus staging needs during the festival including washing and overnight storage. Park City shall provide waste management, cleaning and snow removal operations.	Park City	Park City
528 Swede Alley	Swede Alley	January 20 – 28, 2023	Lyft Pick Up and Drop Off (PUDO)	Passenger Transportation for Lyft	Lyft is responsible for securing their own barricades. Park City municipal will provide initial snow removal. Lyft is responsible for keeping sidewalk and parking spaces clear of ice and snow. City will secure the lot initially and Lyft is responsible for maintaining space during their use.	Lyft	Lyft

Art District	Kearns Blvd	January 19 – 28, 2023	Lyft driver parking/rest area	Driver Staging / Main Street Traffic Mitigation	Lyft is responsible for snow removal in their use area.	Lyft	Lyft
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Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Adopt an Interlocal Agreement to Authorize the Wasatch Back Rural Planning Organization

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Rural Planning Organization Staff Report](#)

[Exhibit A: Wasatch Back RPO Interlocal Agreement](#)

[Exhibit B: Rural Planning Organization Presentation](#)



MEMORANDUM

To: City Council of the Park City Municipal Corporation
From: Carl Miller, PMP, AICP CTP, Regional Transportation Planning Director
Date of Meeting: January 12, 2023
Subject: Consideration and possible approval of the Wasatch Back Rural Planning Organization Interlocal Agreement

On September 20, 2022, the Council of Governments (COG) recommended the approval of the authorization of the Wasatch Back Rural Planning Organization (WBRPO). Rural Planning Organizations (RPO) are voluntary associations of local governments formed by Interlocal Agreements that enable more effective planning, coordination, and prioritization of local projects in the Statewide Transportation Improvement Program (STIP). At a minimum, an RPO must be comprised of a fiscal and administrative agent, a policy committee, and a technical committee. Other standing and temporary committees may be appointed as needed.

The ILA authorizes Summit County, Wasatch County, and cities inclusive, to establish the WBRPO with each community authorized one representative as a member of the board. Mountainland Association of Governments (MAG) will act as the administrative and technical staff to the Board, provide coordinating consultant services, and prepare and administer the annual work program and budget.

The bylaws reviewed by the COG in September 2022 were modeled after existing RPOs in the state of Utah. Summit County staff looks forward to the increased planning and coordination that the RPO designation offers.

INTERLOCAL COOPERATION AGREEMENT

By and Between
SUMMIT COUNTY
WASATCH COUNTY
PARK CITY
HEBER CITY
COALVILLE CITY
KAMAS CITY
OAKLEY CITY
MIDWAY CITY
HENEFER TOWN
FRANCIS TOWN
CHARLESTON TOWN
HIDEOUT TOWN
DANIEL TOWN
WALLSBURG TOWN
and
INDEPENDENCE TOWN

Creating an interlocal entity known as the

WASATCH BACK RURAL PLANNING ORGANIZATION

This Interlocal Cooperation Agreement (“Agreement”), entered into this _____ day of _____, 2022, by and between the counties of **SUMMIT COUNTY** and **WASATCH COUNTY**, bodies corporate and politic of the State of Utah (each a “Member County,” and together, the “Counties”), and the municipalities of **PARK CITY**, **HEBER CITY**, **COALVILLE CITY**, **KAMAS CITY**, **OAKLEY CITY**, **MIDWAY CITY**, **HENEFER TOWN**, **FRANCIS TOWN**, **CHARLESTON TOWN**, **HIDEOUT TOWN**, **DANIEL TOWN**, **WALLSBURG TOWN**, and **INDEPENDENCE TOWN**, each municipality being a municipal corporation and a political subdivision of the State of Utah (each a “Member City,” and together, the “Cities”). Each of the Counties and Cities are referred to individually as a “Party” and collectively as the “Parties.” This Agreement sets forth the terms and conditions regarding the creation and operation of the Wasatch Back Rural Planning Organization.

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, 1953, *as amended* (the “Act”), public agencies, including political subdivisions of the State of Utah, as defined therein, are authorized to enter into written agreements with one another for joint cooperation and action; and,

WHEREAS, the Counties and Cities are located in a region referred to as the “Wasatch Back”; and,

WHEREAS, the Counties and Cities are members of the Mountainlands Association of Governments (“MAG”); and,

WHEREAS, MAG strives to assist the Wasatch Back in regional transportation collaboration, planning, and problem solving; and,

WHEREAS, the Utah Department of Transportation (“UDOT”) conducts the transportation planning process for the State of Utah through a Unified Transportation Plan (“UTP”), which is comprised of the Rural Area Plan and various Urban Area Plans. The UTP is utilized to determine which transportation projects will be funded and when they will be funded on the Statewide Transportation Improvement Program (the “STIP”); and,

WHEREAS, UDOT is assisted in (i) its development of the Urban Area Plans by four Metropolitan Planning Organizations (“MPO”), and (ii) its development of the Rural Area Plan by four Rural Planning Organizations (“RPO”); and,

WHEREAS, the Parties desire to create an RPO within the existing association of government framework offered by MAG.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the Parties hereby agree to enter into this Agreement under the provisions of the Utah Interlocal Cooperation Act, §11-13-101, *et. seq.* of the Utah Code, to foster the legitimate interests of the Parties to actively work together on regional transportation planning within Summit and Wasatch Counties. The Parties recognize that transportation planning transcends political jurisdictional boundaries, and intergovernmental coordination is essential for protecting lives and property and for facilitating the efficient use of available assets both public and private.

AGREEMENT

1. Creation, Purpose and Funding

1.1 The Wasatch Back Rural Planning Organization is hereby created (the “WBRPO”).

1.2 The purpose of the WBRPO is to act as a voluntary advisory organization of local governments which fosters a cooperative effort in regards to transportation planning within the Wasatch Back.

1.3 The WBRPO shall:

1.3.1 Develop a long-range transportation plan for the Wasatch Back, including roads functionally classified as collector and above.

1.3.2 Provide a forum for public participation in the rural transportation process.

1.3.3 Develop and prioritize transportation projects the WBRPO believes should be considered for funding in the Rural Area Plan, UTP, and the STIP, and in local transportation improvement programs.

1.3.4 Provide transportation-related information to local governments and other interested agencies, organizations, and persons.

1.3.5 Serve as a forum to identify, discuss, study, and focus on regional transportation challenges and opportunities within the Wasatch Back.

1.3.6 Perform other related transportation planning activities that shall be agreed upon between the WBRPO, UDOT, and MAG.

1.4 **Dues.** The activities and functions of the WBRPO shall be financed by the assessment of dues on an annual basis from each Member County and Member City. Annual dues shall be set by the Board (defined below) and be payable to MAG on or before February 1st of each calendar year.

2. **Duration, Amendment, and Termination**

2.1 **Duration.** This Agreement shall be effective as of _____, 2022 and shall terminate on _____, 2032, unless renewed by mutual written agreement. In no event shall the term of this Agreement exceed fifty (50) years (Utah Code §11-13-216).

2.2 **Amendment.** This Agreement may only be amended by mutual written agreement of the Parties.

2.3 **Termination.** This Agreement may be terminated by a Party, as to that Party only, for any reason by giving thirty (30) days advanced written notice to the other Parties. The WBRPO may be dissolved and this Agreement terminated by the three-fourths (3/4) vote of all participating and duly authorized Board members at a meeting specifically held on the subject of said termination, which meeting shall be held only pursuant to written notice ten (10) days prior to said meeting with the subject of said meeting to be included in the same notice. Upon termination of this Agreement and dissolution of the WBRPO, any and all property held at that time in the name of the WBRPO shall be liquidated and disposed of by MAG, and the proceeds therefrom returned to the participating Member Counties and Member Cities of the WBRPO on a pro-rata share basis.

3. **Board**

3.1 **Membership of the Board.**

3.1.1 The WBRPO Board (the “**Board**”) shall be comprised of the Mayor of each Member City and a councilmember of each Member County.

3.1.2 Each Member County’s elected legislative body shall appoint one of its members to the Board.

3.1.3 Other members may be added to the Board by amendment of this Agreement.

3.2 Voting. Each Member City and Member County shall have one (1) vote on the Board. A simple majority vote of the voting members of the Board present, provided they constitute a quorum, shall be the action of the Board.

3.3 Quorum. A quorum of the Board shall consist of a simple majority of the total voting membership of the Board.

3.4 Officers. Officers of the Board shall consist of a Board Chair and Board Vice-Chair, and other officers as required. Officers are selected by majority vote of the Board for a term of two-years. Officers shall be selected at the first Board meeting of the year.

4. **Role of the Board, its Officers and Staff**

4.1 Board Duties. The Board shall:

4.1.1 Adopt and amend the Board Bylaws.

4.1.2 Elect a Board Chair, Board Vice-Chair, and other officers as required.

4.1.3 Propose, initiate, approve, and/or implement studies, recommendations, discussions, plans, or other matters related to the WBRPO.

4.1.4 Prepare and evaluate transportation plans and priorities for consideration by public and private agencies responsible for implementing transportation projects within the Wasatch Back.

4.1.5 Maintain appropriate records for all activities of the WBRPO and its Board in accordance with the Government Records Access and Management Act (“GRAMA”).

4.1.6 Comply with the Utah Open and Public Meetings Act (“OPMA”).

4.1.7 Review the work of the Technical Committee (defined below) in preparation for WBRPO transportation plans, priorities, and public involvement.

4.1.8 Organize standing and temporary subcommittees.

4.1.9 Set the annual dues for membership.

4.2 MAG Duties. MAG shall:

4.2.1 Act as administrative and technical staff to the Board, which may include but is not limited to, general administrative support, recording of Board, Technical Committee, and subcommittee meeting minutes and business matters, coordinating consultant services, and preparing and administering an annual work program and budget.

4.2.2 Liaison between the Board and UDOT.

4.2.3 Liaison between the Board and any public or private agencies responsible for implementing transportation projects within the Wasatch Back.

4.2.4 Serve as custodian of all WBRPO records.

4.3 Chair Duties. The Chair shall:

4.3.1 Conduct meetings in accordance with Utah law.

4.3.2 Appoint, with the concurrence of the Board, the chair and vice-chair of the Technical Committee, and any other subcommittee established by the Board.

4.4 Vice-Chair Duties. The Vice-Chair shall:

4.4.1 Assume all duties of the Chair when the Chair is absent, unable, or unwilling to fulfill the duties of the Chair.

4.5 Chair Pro-Tem. In the event that neither the Chair, nor the Vice-Chair are available to preside over a Board meeting, a Chair Pro-Tem shall be appointed by majority vote of the Board.

5. **Technical Committee**

5.1 Membership of the Technical Committee. The Technical Committee shall consist of staff and appointed officials or volunteers from Member Counties and Cities, MAG, UDOT, and other appropriate agencies. The Technical Committee shall assist the Board with technical and planning transportation-related issues. Board members are ineligible for membership on the Technical Committee.

5.1.1 Each Member County and Member City shall appoint one member to the Technical Committee.

5.1.2 MAG and UDOT shall each appoint one member to the Technical Committee.

5.1.3 Other members may be appointed by the Chair, with the concurrence of the Board, as necessary.

5.2 Technical Committee Duties. The Technical Committee shall:

5.2.1 Maintain appropriate record keeping for all activities of the Technical Committee in accordance with GRAMA.

5.2.2 Comply with OPMA.

5.2.3 Prepare and evaluate transportation plans and priorities for consideration by the Board for implementing transportation projects within the Wasatch Back.

6. **Administration**

6.1 Meetings shall be called by either the Chair or by a majority of the members of (a) the Board, (b) the Technical Committee, or (c) each subcommittee, when deemed necessary, appropriate, and advisable for that Board, Technical Committee, or subcommittee to meet. Notices shall be distributed at least seven (7) days prior to a scheduled meeting, and be in accordance with OPMA.

6.2 All meetings of the Board, Technical Committee, or any subcommittee shall be conducted in accordance with Roberts Rules of Order, but shall be as informal as appropriate to the situation.

6.3 Executive closed meetings may be scheduled whenever the Chair deems such action permissible under OPMA.

7. **Conduct of Board and Committee Members**

7.1 Serve the Public Interest: The primary obligation of the Board, the Technical Committee, and any subcommittee, and each member thereof is to serve the public interest.

7.2 Recognize the Comprehensive and Long-Range Nature of Decisions: The Board, the Technical Committee, and any subcommittee, and each member thereof shall continuously gather and consider all relevant facts, alternatives and means of accomplishing them, and explicitly evaluate all consequences before making a recommendation or decision.

7.3 Facilitate Coordination through the Process: The Board, the Technical Committee, and any subcommittee shall ensure that individuals, and public and private agencies possibly affected by a prospective decision, receive adequate information far enough in advance of the decision.

7.4 Avoid Conflict of Interest: The Board, the Technical Committee, and any subcommittee members shall avoid conflicts of interest and even the appearance of

impropriety. At the commencement of any matter before the Board or committee, members shall divulge in public, any past, present, or expected relationship with any party affiliated with such matter. A member with a potential conflict of interest shall abstain from voting on the matter, not participate in any deliberations on the matter, and leave the Board or committee table, but may remain in the chamber. The member shall also not discuss the matter privately with any other official voting on the matter.

7.5 Render thorough and diligent Service: If a member has not sufficiently reviewed relevant facts and advice affecting a public planning decision, that member should not participate in that decision.

7.6 Not Seek or Offer Favors: A member must not directly or indirectly solicit any gift, or accept or receive any gift (whether in money, services, loans, travel, entertainment, hospitality, promises, or in some other form) under circumstances in which it could be reasonably inferred that the gift was intended or could reasonably be expected to influence them in the performance of their duties or was intended as a reward for any recommendation or decision on their part.

7.7 Not Disclose or Improperly Use Confidential Information for Financial Gain: A member shall not disclose or improperly use confidential information for financial gain, and must not disclose to others confidential information acquired in the course of their duties or use it to further a personal interest.

7.8 Ensure Full Disclosure at Public Meetings: The Board, Technical Committee, or any subcommittee shall ensure that the presentation of information on behalf of any party to a question occurs only at the scheduled public meeting on the question, not in private, unofficially, or with other interested parties absent, and must make partisan information regarding the question received in the mail or by telephone or other communication part of the public record.

7.9 Maintain Public Confidence: A member must conduct himself/herself publicly so as to maintain public confidence in the public body, and the member's performance of the public trust.

7.10 Respect for and Courtesy to other Members, Public and Staff: Each member has the same rights and privileges as any other member. Any member has the right to be heard and to hear what others have to say about items being considered by the Board or committee.

8. Indemnification and Immunity

The Parties are governmental entities under the Governmental Immunity Act of Utah (Utah Code §63G-7-101, et seq. as amended) (the “Governmental Immunity Act”). Consistent with the terms of the Governmental Immunity Act, the Parties agree that each Party is responsible for any negligent acts or willful misconduct which it commits or which are committed by its authorized agents, officials, or employees, and that the Parties shall not have any liability whatsoever for any negligent acts or willful misconduct of the other

Parties, their agents, officials, or employees. The Parties do not waive any of their respective defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable laws, and the Parties maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act and all other applicable laws. The Parties agree to assume any and all legal costs for their own defense.

9. **Governing Law**

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance without regard to principles of conflict of laws. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

10. **Compliance with Laws**

Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement.

11. **Severability**

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **No Assignments**

No Party shall assign its performance, duties or obligations under this Agreement or any portion of this Agreement.

13. **No Third-Party Beneficiaries**

There are no intended third-party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

14. **Entire Agreement**

This Agreement contains the entire agreement between the Parties hereto related to the transactions and services contemplated hereby and all prior or contemporaneous

agreements, understandings, representations, and statements, oral or written, with respect to the subject matter hereof are merged herein. This Agreement may be modified only by a subsequent written instrument approved and signed by all Parties.

15. Parties Represented; Interpretation

Parties are represented by competent legal counsel. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have participated substantially in its negotiation, drafting, and revision, with advice from counsel and other advisers.

16. Relief of Obligation

This Agreement does not in any way relieve any Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

17. Notice

All notices to be given under this Agreement shall be delivered to the Parties as follows:

Except as otherwise provided in this Agreement, any notice, demand, request, consent, submission, approval, designation or other communication which any Party is required or desires to give under this Agreement shall be made in writing and mailed, faxed, or emailed to the other Party. A Party may change its address, telephone number, facsimile number, or email address from time to time by giving notice to the other Party in accordance with the procedures set forth in this section.

18. Interlocal Cooperation Act Requirements

18.1 In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

18.1.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Act.

18.1.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take affect.

18.1.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.

18.1.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

18.1.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

19. County Subcommittees

19.1 A subcommittee for Wasatch County and a subcommittee for Summit County shall be created:

19.1.1 Each Subcommittee shall consist of WBRPO Board Members.

19.1.2 Each subcommittee act in accordance with the provisions above.

19.1.3 Any actions taken by either subcommittee must be ratified by the WBRPO Board.

19.1.4 Each subcommittee will meet at least twice per year.

20. **Counterparts**

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or electronically shall be deemed an original signed copy of this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and month recited above.

SUMMIT COUNTY:

Christopher F. Robinson
Summit County Council Chair

Approved as to form:

David L. Thomas
Chief Civil Deputy

WASATCH COUNTY:

Name:
Wasatch County Council Chair

Approved as to form:

Name:
Title:

PARK CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

HEBER CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

COALVILLE CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

KAMAS CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

OAKLEY CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

MIDWAY CITY:

Name:
Mayor

Approved as to form:

Name:
Title:

HENEFER TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

FRANCIS TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

CHARLESTON TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

HIDEOUT TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

DANIEL TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

WALLSBURG TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:

INDEPENDENCE TOWN:

Name:
Mayor

Approved as to form:

Name:
Title:
ratify

Wasatch Back RPO

January 12, 2023

Bob Allen AICP
Senior Planner



What is a Rural Planning Organization (RPO)?

US Title 23, 450.210

A Governor may establish and designate RTPOs to enhance the planning, coordination, and implementation of the long-range statewide transportation plan and STIP, with an emphasis on addressing the needs of nonmetropolitan areas of the State. In order to be treated as an RTPO for purposes of this Part, any existing regional planning organization must be established and designated as an RTPO under this section.

Where established, an **RTPO shall be a multijurisdictional organization of nonmetropolitan local officials** or their designees who volunteer for such organization and representatives of local transportation systems who volunteer for such organization. An RTPO shall establish, at a minimum:

- § **A policy committee**, the majority of which shall consist of nonmetropolitan local officials, or their designees, and, as appropriate, additional representatives from the State, private business, transportation service providers, economic development practitioners, and the public in the region; and
- § **A fiscal and administrative agent**, such as an existing regional planning and development organization, to provide professional planning, management, and administrative support.

What is a Rural Planning Organization (RPO)?

- In 2016 Congress elevated the role of local officials in statewide planning so that states must “cooperate” rather than “consult” with LG’s*
- Establishing an RPO elevates the local governments priorities within a DOT and satisfies the DOT’s requirement for local government consultation*

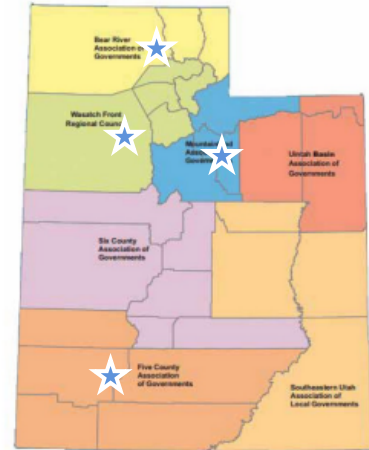
Utah

Quick Facts

Number of Rural Planning Organizations: 4
Total annual funding: \$10,000 - \$20,000 (including local match); regions receive \$45,000 for mobility management activities
Date established: 2004 - 2008

In general, the Utah Department of Transportation (UDOT) conducts the state’s transportation planning process in rural areas under 50,000 people that are not served by an MPO. Rural transportation needs and opportunities are incorporated into the statewide long-range transportation plan, a project plan which is updated every four years.¹⁸⁵ Rapid growth in certain parts of rural Utah have led to the state working with regional development organizations (known locally as associations of governments or AOGs) to assist in addressing rural transportation issues. AOGs staff rural planning organizations (RPOs) to provide transportation planning support and assistance to certain rural areas

Utah Associations of Governments

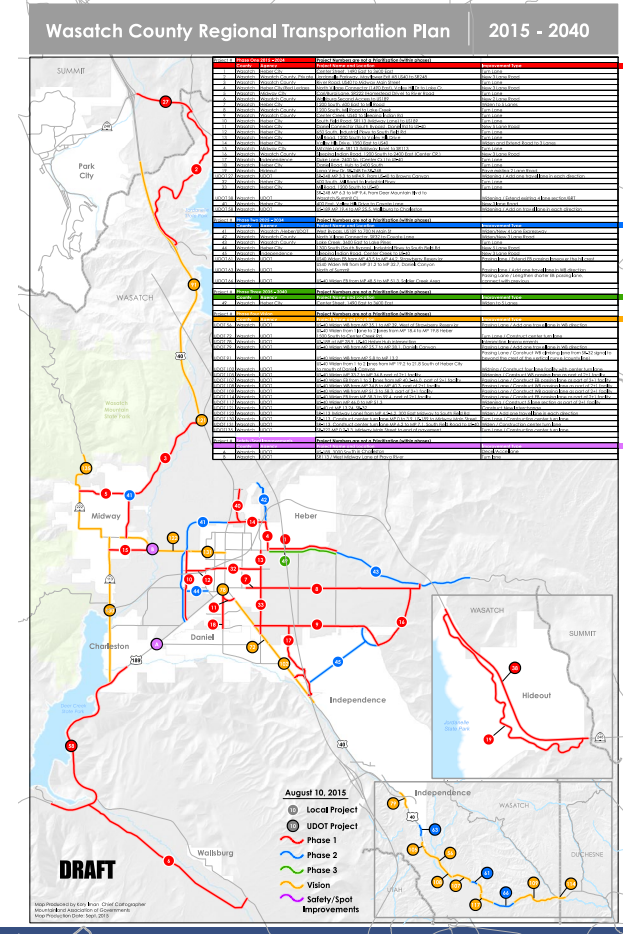


Courtesy Utah's Associations of Governments

officials in the state transportation planning process. Some AOGs house both an MPO and an RPO and benefit from joint collaboration within the AOG structure. These organizations can leverage the

What does an RPO do?

- Develop and maintain, in cooperation with the State, **regional long-range multimodal transportation plans**;
- Develop and prioritize transportation projects the RPO believes **should be considered for funding in the Statewide Transportation Improvement Plan ("STIP") process**, and in local transportation improvement programs;
- Foster the **coordination of local planning, land use, and economic development plans with State, regional, and local transportation plans and programs**;
- Provide **technical assistance** to local officials;



What does an RPO do?

- Participate in **national, multistate, and State policy and planning development processes** to ensure the regional and local input of nonmetropolitan areas; •
- Provide a forum for **public participation** in the statewide and regional transportation planning processes;
- **Consider and share plans and programs with neighboring RTPOs, MPOs**, and, where appropriate, Indian Tribal Governments; and
- Conducting other duties, as necessary, to support and enhance the statewide planning process under § 450.206.



Questions

Membership

- Each county, city, town, UDOT.
- One vote per member

Technical Advisory Committee

- Planners, Engineers, Staff from each member
- Act as "Planning Commission"



Questions

Project Competition

- Our plan is needs-based
- Projects are listed in the phase needed

Meetings

- Quarterly
 - 2 Separate Policy and Technical Committee meetings
 - 2 Combined Policy and Technical Committee meetings





Thank you.

Bob Allen

801-229-3813

rallen@mountainland.org

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Ordinance

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2023-02, an Ordinance Granting an Electric Utility Franchise to Rocky Mountain Power

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[RMP Franchise Agreement Staff Report](#)

[Exhibit A: Electric Utility Franchise Agreement](#)

[Exhibit B: Electric Utility Franchise for Rocky Mountain Power Ordinance](#)

City Council Staff Report



Subject: Rocky Mountain Power Franchise Agreement
Author: Luke Cartin
Department: Sustainability
Date: January 12, 2023

Executive Summary

The City's Electric Utility Franchise Agreement with Rocky Mountain Power grants permission to use the City's public rights-of-way for electrical infrastructure. It also defines how Rocky Mountain Power will maintain and repair its system, trim vegetation, and collect the Municipal Energy Sales and Use Tax.

Background

- On December 7, 1972, Park City approved the Franchise Agreement for a 50-year term.

Discussion

Pursuant to the provisions of Utah Code Ann. § 10-8-21, Park City has the authority to regulate power line facilities within public ways. Rocky Mountain Power (RMP), a regulated utility, provides electricity to Park City. A franchise agreement allows poles, wires, and other needed infrastructure to be installed in the public right-of-way to deliver electricity throughout the City.

Other key elements of the Franchise Agreement include:

- Compliance with local ordinances and permits: RMP shall get all required permits and comply with local ordinances, including Park City's soils ordinance. This is waived for emergency repair work.
- Damage to property or right-of-way: if RMP's work causes damage or alters property, RMP will restore or replace it to as good of condition that existed before the work.
- Vegetation: RMP (or their contractor) may trim vegetation to protect infrastructure. This work will be supervised by a certified arborist and done to ANSI standards.
- Fees and Taxes: RMP will collect the Municipal Energy Sales and Use Tax (currently at 6%) and remit these funds to Park City.
- Term: The initial term for this Franchise Agreement is five years. This Franchise Agreement will automatically renew for an additional six years if neither party modifies the agreement.

Discussion for City Council

Approve Ordinance 2023-02 and the Electric Utility Franchise Agreement.

Department Review

Sustainability, Legal and Executive

Attachment

Exhibit A: Electric Utility Franchise Agreement

Exhibit B: Ordinance 2023-02

ELECTRIC UTILITY FRANCHISE AGREEMENT

This Electric Utility Franchise Agreement is between Park City Municipal Corporation, a Utah municipal corporation (the “**City**”) and Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“**Rocky Mountain Power**”).

Rocky Mountain Power is a regulated public utility that provides electric power and energy to the citizens of the City and other surrounding areas.

Providing electrical power and energy requires the installation, operation, and maintenance of power poles and other related facilities that are located within the public ways of the City.

The City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a franchise for the use of those public ways.

The City desires to set forth the terms and conditions by which Rocky Mountain Power may use the public ways of the City.

The parties therefore agree as follows:

1. **Grant of Franchise.**

1.1. Grant of Franchise. The City hereby grants to Rocky Mountain Power the right, privilege, and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively, “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively, the “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

1.2. Fees. Compensation for Rocky Mountain Power’s use of the Public Ways will be through the collection of the Municipal Energy Sales and Use Tax, provided for in Park City Municipal Code § 4B-5, passed pursuant to Utah Code § 10-1-305, or any successor City ordinance establishing a municipal energy tax in compliance with state law.

2. Term. The initial term of this Agreement is for five (5) years commencing on the date of acceptance by Rocky Mountain Power as set forth in Section 3 below.

3. Acceptance by Rocky Mountain Power. Within sixty (60) days after the passage by the City of the Ordinance Granting an Electric Utility Franchise to Rocky Mountain Power (the “Franchise Ordinance”), Rocky Mountain Power shall execute this Agreement and deliver a copy to the City Recorder, which will constitute the unqualified acceptance of the Franchise

Ordinance and franchise by Rocky Mountain Power. The Franchise Ordinance is incorporated herein by reference and made an integral part of this Agreement.

4. **Non-Exclusive Franchise.** The right to use and occupy the Public Ways is nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights granted by this Agreement.

5. **City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety, and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized under the Constitution of the State of Utah, the laws of Utah, or City ordinances.

6. **Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to or death of any person that may occur in the construction, operation, or maintenance of Rocky Mountain Power's Electric Facilities or for activities conducted pursuant to this Agreement or in the Public Ways by Rocky Mountain Power, including its officers, employees, agents, and contractors. Rocky Mountain Power shall indemnify, defend, and hold the City harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of Rocky Mountain Power's (including its officers, employees, agents, and contractors) use of the Public Ways and this Franchise, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand, or lien brought thereunder. The City shall: (a) give reasonable written notice to Rocky Mountain Power of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. If the City's tender of defense, based upon this indemnity provision, is rejected by Rocky Mountain Power, and Rocky Mountain Power is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, Rocky Mountain Power shall pay the City's reasonable costs, expenses, and attorneys' fees incurred in proving such indemnification, defending itself, or enforcing this provision. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend, or hold the City harmless to the extent any claim, demand or lien which is caused by any negligent or willful act or failure to act of the City or any of its officers or employees.

7. **Annexation.**

7.1 **Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

8. Plan, Design, Construction, and Installation of Rocky Mountain Power Facilities.

8.1 All Electrical Facilities installed or used under authority of the Franchise Ordinance and this Agreement shall be used, constructed, and maintained in accordance with applicable federal, state, and city laws, codes, and regulations. Rocky Mountain Power specifically agrees to comply with Title 11, Chapter 15 (the Contaminated Soils Ordinance) and Title 13, Chapter 3 (the Stormwater Code) of the Park City Municipal Code when conducting any land-disturbing activity pursuant to this Agreement.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit issuance shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs, but shall obtain any otherwise required permits as soon as practical after the repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, cleared of vegetation, renovated, or replaced in accordance with applicable rules, ordinances, and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Ways or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated, or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability, nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, alter the manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

8.9 Unless otherwise notified by the City, Rocky Mountain Power shall be obligated to remove its Electric Facilities from the Public Ways when Rocky Mountain Power ceases to operate such Electric Facility for a continuous period of 12 months, except when the cessation of service is a direct result of a natural or manmade disaster or other emergency. Upon receipt of written notice from the City setting forth one or more of the occurrences of the cessation of operations of Electric Facilities, Rocky Mountain Power shall have 90 days or as soon after 90 days as reasonably possible due to weather and other environmental conditions from the date the notice is received to begin operating the Electric Facilities or remove the Electric Facilities, as

appropriate. Where there are third-party attachments on Rocky Mountain Power's Electric Facilities, Rocky Mountain Power shall use commercially reasonable efforts to have those third-party attachments removed by the owner of the third-party attachments; provided however, Rocky Mountain Power shall not be financially responsible for removal of the third-party attachments. Rocky Mountain Power may sign over certain Electric Facilities to third parties for the continued operation of third party services utilizing the Electric Facilities.

9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety, or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways. The City shall assign or otherwise transfer to Rocky Mountain Power all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement. In accordance with Utah Code Title 54, Chapter 14, Rocky Mountain Power at the request of the City, will provide an estimate of the "excess cost" associated with undergrounding or modifying the Electric Facility.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

11. Insurance. Rocky Mountain Power shall responsibly self-insure or maintain sufficient insurance to cover its obligations and liabilities as set forth in Section 6, in lieu of any insurance as may be required in City ordinances and will provide a letter of coverage upon request.

12. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with the Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

13. Renewal. At least 120 days prior to the expiration of this Agreement, either party may notify the other party of its desire to terminate the Agreement at the expiration of the term. After notification, Rocky Mountain Power and the City may agree to extend the term of this Agreement for a mutually acceptable period of time or renegotiate a replacement franchise agreement. Rocky Mountain Power shall have the continued right to use the Public Ways as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise; provided that the City retains all rights it may have to terminate Rocky Mountain Power's right to provide services within the City or to occupy the Public Ways on a prospective basis, using any and all available legal means. If the City and the Rocky Mountain Power are unable to agree on a replacement franchise agreement, nothing herein shall limit the parties' respective legal rights.

If neither party notifies the other of a desire to terminate, the initial term or any subsequent term will automatically be extended for two (2) years up to a maximum Agreement length of eleven (11) years (a maximum of three automatic two-year extensions are possible).

14. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

15. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Agreement to another entity, unless the City gives its approval in writing, which must not be unreasonably withheld, conditioned, or delayed. Notwithstanding the forgoing, transfers and assignments by operation of law, or to affiliates, parents, or subsidiaries of Rocky Mountain Power, which assume all of Rocky Mountain Power's obligations hereunder (and provided Rocky Mountain Power provide the City notice of such transfer and assignment), shall not require prior approval. After providing written notice to the City, Rocky Mountain Power may assign, mortgage, Pledge, hypothecate, or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (i) has obligations for borrowed money or in respect of guaranties thereof, (ii)

has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. Amendment. At any time during the term of this Agreement, the City, through its City Council, or Rocky Mountain Power may propose amendments to this Agreement by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Agreement will be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

17. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Agreement or the franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to Rocky Mountain Power pursuant to or concerning this Agreement of the franchise shall be delivered to:

Rocky Mountain Power
Regional Business Management Director
70 North 200 East, Room 122
American Fork, Utah, 84003

Either party may advise the other of different or additional addresses by providing written notice.

18. Severability. If any section, sentence, paragraph, term, or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of this Agreement or any renewal or renewals thereof.

PARK CITY MUNICIPAL CORPORATION

Date: _____

Matt Dias
City Manager

ATTEST:

Michelle Kellogg
Park City Recorder

APPROVED AS TO FORM:

City Attorney's Office

ROCKY MOUNTAIN POWER

Date: _____

NAME
TITLE

Ordinance No. 2023-02

**AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE TO
ROCKY MOUNTAIN POWER**

WHEREAS, PacifiCorp, doing business as Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Park City and other surrounding areas; and

WHEREAS, the City has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a franchise for the use of the public ways of the City; and

WHEREAS, providing electrical power and energy requires the installation, operation, and maintenance of power poles and other related facilities that are located within the public ways of the City; and

WHEREAS, the City believes it is in the best interests of the public to provide Rocky Mountain Power a non-exclusive franchise to operate within the City; and

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City.

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

SECTION 1. Purpose. The purpose of this ordinance is to grant to the PacifiCorp, doing business as Rocky Mountain Power, and its successors and assigns (collectively, “Rocky Mountain Power”), a non-exclusive right to use the present and future streets, alleys, and rights-of-way (collectively, the “public ways”), not including City parks, open space properties, conservation easements, buildings, or other spaces not associated with City-owned rights-of-way within and under control of the City for its business purposes, under the constraints and for the compensation enumerated in the Electric Utility Franchise Agreement (the “Franchise Agreement”), attached as Exhibit A.

SECTION 2. Grant of Franchise. There is hereby granted to the Company, and its successors and assigns, in accordance with the terms and conditions of the Franchise Agreement, the right, privilege, and authority (collectively, the “Franchise”) to construct, maintain, and operate in, under, along, over, and across the public ways of the City, all as more particularly described in the Franchise Agreement.

SECTION 3. Term. The initial term of the Franchise is for a period of five years from the execution date of the Franchise Agreement as authorized by this ordinance. As more fully described in the Franchise Agreement, the term will be automatically extended for an additional six years unless either party notifies the other of its desire to terminate the agreement more than 120 days before the termination date of initial term or one of the subsequent two-year extensions.

SECTION 4. Acceptance by Rocky Mountain Power. Within 60 days after the effective date of this Ordinance, Rocky Mountain Power shall execute the Franchise Agreement and deliver a copy of the executed Agreement to the City Recorder, which will constitute acceptance of the Franchise. Otherwise, this Ordinance and the rights granted hereunder shall be null and void.

SECTION 5. This Ordinance shall take effect immediately upon publication.

PASSED AND ADOPTED this 12th day of January, 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Margaret Plane, City Attorney

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Accept a Public Art Donation, Our Elk Herd, by Artist Bland Hoke, from Save People Save Wildlife (SPSW)

(A) Public Input (B) Action

Suggested Action:

Attachments:

[SPSW Art Donation Staff Report](#)

[Exhibit A: SPSW Proposal Our Elk Herd](#)

[Exhibit B: SPSW Draft Art Gift Agreement](#)

City Council Staff Report

Subject: Save People Save Wildlife Public Art Donation
Author: Jenny Diersen
Department: Economic Development
Date: January 12, 2023
Type of Item: Administrative

Recommendation

Review and consider accepting a public art donation, *Our Elk Herd*, by artist Bland Hoke, from Save People Save Wildlife (SPSW).

Executive Summary

On October 6, 2022, SPSW presented an update to the City Council, which included consideration of a donation of reflective elk sculptures to the City ([Report](#) p. 105, [Minutes](#) p. 8). SPSW goals include reducing or eliminating vehicle wildlife collisions.

Public Art is an important part of the City that helps connect the community as well as creates a sense of place. Under the [Public Art Policy](#) adopted by [Resolution 18-2020](#), PAAB makes recommendations regarding artwork, and City Council shall have final authority over the decision. In the case of donations, the donor presents a proposal to the PAAB, and PAAB makes a recommendation to accept or reject the donation recommendation based on the [goals and objectives](#) as outlined in the [PAAB Policies](#).

On November 4, 2022, SPSW submitted a written proposal with design, site criteria, and associated costs (Exhibit A). Each artwork is valued at \$3,500, for a total of \$7,000.

In coordination with several other departments in the City, the PAAB reviewed the proposals for compliance with the City's policies and codes and recommended accepting the donation into the City's Public Art Collection.

Analysis

The SPSW proposal includes a donation of two reflective elk statues by artist Bland Hoke. The artwork's location is proposed north of Highway 224 on an existing cement pad just west of the McPolin Barn shed. SPSW provided research in other communities such as Jackson Hole, where artwork installations have helped reduce vehicle wildlife collisions.

After receiving the proposal, Building, Trails, Engineering, and Public Works met SPSW onsite to look at the artwork and the potential installation site. The departments confirmed the artwork location follows setback requirements, approved the proposed area was on City Property, and discussed installation procedures, which included Public Works taking responsibility for installation. If additional cement footings are needed, SPSW has pledged to pay for any associated costs, estimated at \$800.

The proposal was circulated to Legal, Planning, Engineering, Building, Open Space and Transportation Planning. No concerns were received. We also understand there are no concerns with the placement of the reflective nature of the artwork as a distraction to motorists.

PAAB scored the artwork for compliance with the Design Criteria outlined on page 9 of the [Public Art Board Policies](#), which include Authenticity, Engagement, Creativity, and Other Considerations. On December 12, 2022, PAAB received a presentation from SPSW and reviewed the average score and proposal. A public hearing was held. While members of the public were in attendance, no public comment regarding the donation was received. PAAB voted unanimously in support of the recommendation to accept the artwork donation to the Park City Public Art Collection. Seven PAAB members were present. One member was absent.

The PAAB's mission is to *Enrich and connect the Park City community through visual art in public spaces*. Additionally, the Vision of the PAAB is *to inspire a complete community, celebrating Park City's vibrant history, culture, and environment*. This artwork donation specifically ties to the PAAB Goals and Strategies, which include engaging the community through Public Art, increasing public involvement through educational awareness, and responding to the community's suggestions.

The artwork will be installed in spring if City Council approves the donation.

Funding

There is no funding associated with the donation. SWSP has pledged to pay any costs for installation, which may total \$800. Public Works agreed to the installation work. Maintenance of artwork would be the responsibility of the City and come from the existing Public Art budget.

Exhibits

- A SPSW Art Donation Proposal
- B Draft Art Gift Agreement

November 29, 2022

Save People Save Wildlife (SPSW) proposes to donate two reflective elk silhouettes to Park City's Public Art Collection. The pieces would be called "Our Elk Herd." The elk silhouettes would not only be an attractive addition to the city's art collection but would also provide a message: "art for awareness."

Save People Save Wildlife is a registered 501 (c) 3, non-profit, which was started in 2015. Full information can be found on the web at www.savepeoplesavewildlife.org.

Save People Save Wildlife has as our mission reducing or eliminating vehicle/wildlife collisions.

Success in our area include the wildlife overpass at Parley's Summit and associated wildlife fencing, escape ramps, and cattle guards along I-80. This has been accomplished through our working relationship with UDOT and financial support from the community to cost-share wildlife mitigation measures with UDOT (\$168,000 to date).

SPSW also successfully worked with Summit County to have wildlife mitigation measures included in the recently passed \$50 million General Obligation Bond for open space and to have wildlife mitigation measures considered on critical projects in the county's Long Range Transportation Plan.

SPSW and UDOT have been working together for a while to address the serious vehicle wildlife collisions on SR224. Three decades of vehicle wildlife crash data plus recent UDOT research reports have identified SR224 as the #1 hotspot in UDOT Region 2 for vehicle wildlife collisions. SR224 has the fifth highest number of vehicle wildlife crashes per mile per year of any highway in Utah. The worst location along SR 224 is at mile marker 7.5, near the McPolin Farm. The local elk herd in the area crosses SR 224 hundreds of times a year.

Until permanent wildlife mitigation measures can be implemented, the only way to reduce vehicle wildlife collisions is to affect and change driver behavior. SPSW proposes the addition of elk art to Park City's art collection will raise awareness of elk herd crossing SR 224 and alert drivers of their responsibility to avoid vehicle collisions. "Art for Awareness" will help.

The proposed donation is two reflective elk silhouettes. Each elk silhouette is 9 feet wide, 9 feet tall, and 2.25 inches thick. The material used is mild steel for the skeleton and mild steel for the silhouette. They have been designed to show the outline shape of the elk. They are coated with Rustoleum primer and 2 coats of Rustoleum flat black. The outline is covered with 3M 3430 engineering grade reflective sheeting and 3M 3/16- inch aluminum tape on edges. Base steel is 1.5-inch square tube with 0.120- inch wall coated with primer and flat black. Base bolts are grade 5.5inch coarse threaded. Minimal maintenance may be required, such as touch up painting and reapplying reflective sheeting, which has an expected life of 7 years. Washing with a mild soap and water every few years may be useful.

They will be highly visible at night from oncoming traffic. Each silhouette is valued at \$3,500.00 (\$7,000 total). Their proposed location is roughly between the Farm Trailhead parking lot and the old McPolin Farm cattle shed area.

The artist is Bland Hoke. He is an exciting young designer on a global mission to inspire. Combining a unique background in public art with a love of the outdoors and cutting-edge urban design, Bland collaborates with other creatives and stakeholders to bring forth fresh solutions and unexpected possibilities. Bland is the principal at Bland Design LLC and former Staff Artist at Jackson Hole Public Art. His process is a direct response to places and people, marked by a true understanding of contemporary design and a signature resourcefulness, courtesy of his Western roots.

Bland has received an Innovation by Design award from Fast Company, presented at Design INDABA in Cape Town, South Africa and recently fabricated a 40' inflatable Elk Antler. He thrives on building thoughtful public places, developing temporary artwork and imagining projects that feature hammocks.



Google Maps McPolin Barn





**DRAFT ART GIFT AGREEMENT
PARK CITY MUNICIPAL CORPORATION**

Offered by: Save People Save Wildlife
6300 Sagewood Drive, Suite H, #647
Park City, Utah 84098

Gift collections, bequests, and acquisitions can be a great benefit to a City, its citizens and visitors, and are sincerely appreciated by Park City Municipal Corporation. Donations or gifts are defined as private sector contributions that are bestowed voluntarily and without the expectation of any tangible compensation. To be consummated, a gift must be comprised of the offer and the acceptance. The City is legally obligated to adhere to the terms and conditions of every gift. Therefore, the person(s) soliciting or approached regarding gifts should exercise utmost care in considering the terms of each gift to be certain they are feasible, do not hamper the usefulness and desirability of the gift, and are in conformity with municipal policy and IRS regulations.

Save People Save Wildlife desires to give as a gift to Park City Municipal Corporation the following piece of art:

Piece name: Our Elk Herd

Artist name: Bland Hoke

Medium: 9 ft x 9ft x 2.25, milled steel, with Rustoleum primer and flat black. Reflective material is 3M 3430 engineering grade reflective sheeting and 3M 3/16 inch aluminum tape on edges.

Description: Bronze statue in memory of Rich Martinez and celebration of mining legacy.

Piece Completion Date: 2022

Valuation, if applicable: \$7,000

Terms, if applicable: City will take on all ownership and maintenance of the artwork and have the artwork recognized as part of the Park City Public Art Collection as approved by City Council. SWSP agrees to pay for the cost of installation if a new cement pad is needed estimated at \$800.

Save People Save Wildlife agrees to release all claims to the above-noted piece of art and agree to allow Park City Municipal Corporation sole ownership and control to make any and all determinations in regard to placement, exhibition, maintenance and storage.

Dated this _____ day of _____, 20__

Printed Name: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2023, _____ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ (Title or Office) of Save People Save Wildlife., a Utah non-profit corporation, and that said document was signed by him/her on behalf of the said organization by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that he/she executed the Art Gift Agreement.

Notary Public

GIFT APPROVAL AND ACCEPTANCE

Park City Municipal Corporation

Matt Dias, City Manager

Attest:

City Recorder

Approved as to form:

City Attorney

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Accept a Donation of 2.5 Tons of Daly West Headframe Steel from the Friends of Ski Mining History and Commission a Public Art Sculpture Estimated to Cost \$60,000 from the Public Art Fund

(A) Public Input (B) Action

Suggested Action:

Attachments:

[FOSMMH Art Donation Staff Report](#)

[Exhibit A: FOSMMH Proposal](#)

[Exhibit B: FOSMMH Draft Art Gift Agreement](#)

City Council Staff Report

Subject: Friends of Ski Mountain Mining History Public Art Proposal
Author: Jenny Diersen
Department: Economic Development
Date: January 12, 2023
Type of Item: Administrative

Recommendation

Consider accepting a donation of 2.5 pounds of Daly West Headframe steel from the Friends of Ski Mountain Mining History (FOSMMH) and commission a public art sculpture estimated to cost \$60,000 from the Public Art Fund.

Executive Summary

The long and important history of the mining legacy in Park City is a backbone for our sense of pride and an authentic community. At one time, more than 300 mines operated in Park City; the last working mine closed in 1982. Approximately 20 prominent and historic mine structures exist today, many of which are seen while skiing, hiking, or mountain biking on our trails.

Some important dates regarding the [history of the Daly-West Mine](#) include:

- Late 1800s - Daly-West Headframe was erected near where the Montage Deer Valley and Empire Canyon Lodge are today.
- 1902 – An explosion claimed the lives of nearly 34 miners.
- 1913 - The mining buildings and wooden headframe almost burned to the ground.
- 1914 - A new building was constructed, including a large steel headframe to raise and lower two elevator platforms into the mine shaft.
- 1974 - On Easter, the surrounding building burned to leave the steel headframe as a remnant.
- 2015 - In May, a cave-in around the mine shaft caused the headframe to collapse, and it was moved to its current location so the shaft could be capped.
- 2020 - Deer Valley purchased the land surrounding the headframe and donated the steel remnants to the FOSMMH.
- 2020 - In fulfillment of a 2020 Agreement between Empire Pass Master Owners Association and PCMC, the two organizations funded the raising of the Daly-West Headframe to preserve this relic of the town's mining history.
- 2022 - The Daly West Headframe was raised on June 23, 2022.

In addition to their historical conservation work, FOSMMH is led by a group of local volunteers who host lectures and fundraise to preserve historic mining structures in Park City. Since January 2022, FOSMMH has worked with PAAB to develop a proposal for the City to consider a donation of steel and commissioning a sculpture from the leftover Daly West Headframe steel (Exhibit A).

FOSMMH does not have funding to create artwork itself. Instead, FOSMMH seeks City funding as a partnership to fulfill the art request.

Public Art that helps connect the community and create a sense of place. Under the [Public Art Policy](#) adopted by [Resolution 18-2020](#), PAAB makes recommendations regarding artwork, and City Council has final authority over the decision. In the case of donations, the donor presents a proposal to the PAAB, and PAAB accepts or rejects the donation recommendation based on the [goals and objectives](#) as outlined in the [PAAB Policies](#).

The FOSMMH request is unique: a proposal to donate materials and a request for the City to pay and commission artwork. If Council agrees with the donation and proposal, we will develop a Request for Proposals (RFP). After the RFP process is complete, we anticipate returning to Council in May for approval of the commissioned artwork.

Analysis

PAAB considered the donation and commission from the FOSMMH through several different meetings. Each meeting included a public hearing.

February 13, 2022, PAAB Meeting

An initial proposal from FOSMMH included a proposed budget of \$25,000 and working with local metal artists. FOSMMH discussed the possibility of creating several works of art. PAAB discussed the RFP process needed to select an artist and artwork. PAAB asked FOSMMH to clarify costs, staff time, a project manager, ownership of materials, proposed location, and a project timeline.

March 14, 2022, PAAB Meeting

FOSMMH presented an updated proposal, including increasing the requested budget to \$60,000. PAAB discussed that the estimated cost would come from the existing Public Art budget. PAAB approved the donation and recommended one art project commission of up to \$60,000, contingent upon the City hiring a project manager.

September 12, 2022, PAAB Meeting

Based on a request at the August PAAB meeting, PAAB prioritized potential locations for the Daly-West artwork before recommending the project to Council for consideration. Additional follow-up with appropriate partners and business groups would be completed before finalizing the recommended location. PAAB prioritized the following locations in this order:

1. Prospector/ Rail Trail;
2. Lower Main by 9th Street; and
3. Silver King Trail, once the trail is finalized

The Prospector/Rail Trail was prioritized as the first priority as the City's public art collection doesn't currently include artworks in this area. There are also additional ties to our mining legacy as the Rail Trail is on the historic Pacific Rail Line, bringing many citizens, travelers, and supplies to Park City.

October 10, 2022, PAAB Meeting

We took the time to follow up with Summit Land Conservancy and several departments regarding the proposed Rail Trail location. There were no concerns. PAAB acknowledged FOSMMH's need for involvement throughout the artist selection process. The PAAB approved a recommendation to support the FOSMMH donation and concurrent expenditure of up to \$60,000 from existing Public Art Board funds. One PAAB member dissented as they preferred an alternative location near Prospector Park.

The PAAB's Mission is to *Enrich and connect the Park City community through visual art in public spaces*. The Vision of the PAAB is to *inspire a complete community, celebrating Park City's vibrant history, culture, and environment*. The donation and proposal support the PAAB Goals and Strategies, including engaging the community through Public Art, increasing public involvement through educational awareness, and responding to the community's suggestions. PAAB found that the proposal will create a Sense of Place by connecting to Park City's mining legacy, in alignment with one of the City's core values, preserving our historic character.

If City Council supports the proposal, RFP development will commence immediately and include involvement from the community and other stakeholders such as FOSMMH, Prospector HOA's, and Summit Lands.

Funding

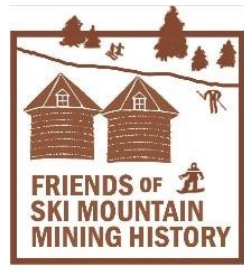
PAAB's current budget is \$254,838. Thanks to City Council's continued allocations, we have funding to complete this project with other planned projects. We estimate the project cost at \$60,000. All costs, including artwork commissioning, project management, installation, and maintenance, are the responsibility of the City and come from the existing Public Art Advisory Board budget.

Exhibits

- A FOSMMH Proposal
- B Draft Art Gift Agreement

Presentation to: Park City Municipal Corporation – 12/29/22

DALY-WEST PUBLIC SCULPTURE PROPOSAL



Sandy Brumley – Business Manager
sandy_brumley@yahoo.com
203-832-5156

Carol Spiegel – Art Design Manager
theartgroup@aol.com
702-371-6269

A BRIEF HISTORY

- The Daly-West Mine, located near the Montage Deer Valley and Empire Canyon Lodge, was founded in the 1880s.
- The mining buildings burned almost to the ground in 1913, including the wooden headframe.
- A new building was constructed during 1914 which included a large steel headframe used to raise and lower 2 different elevator platforms in the mine shaft.
- On Easter 1974, the surrounding building again burned, leaving the steel headframe as a remnant.
- In May of 2015, a cave-in around the mine shaft caused the headframe to collapse into the cavity, and it was moved to its current location so the shaft could be capped.



A NEW DAY FOR THE DALY-WEST HEADFRAME

- Deer Valley Resort purchased the land surrounding the headframe in 2020.
- In fulfillment of a 2020 Agreement between Empire Pass Master Owners Association and Park City Municipal Corporation, the two organizations funded the project to preserve this relic of the town's mining history
- The Headframe was:
 - Repaired to stand again on its own
 - Moved 100 feet up the hill to more stable ground



Photo showing proposed headframe location relative to Montage and original location

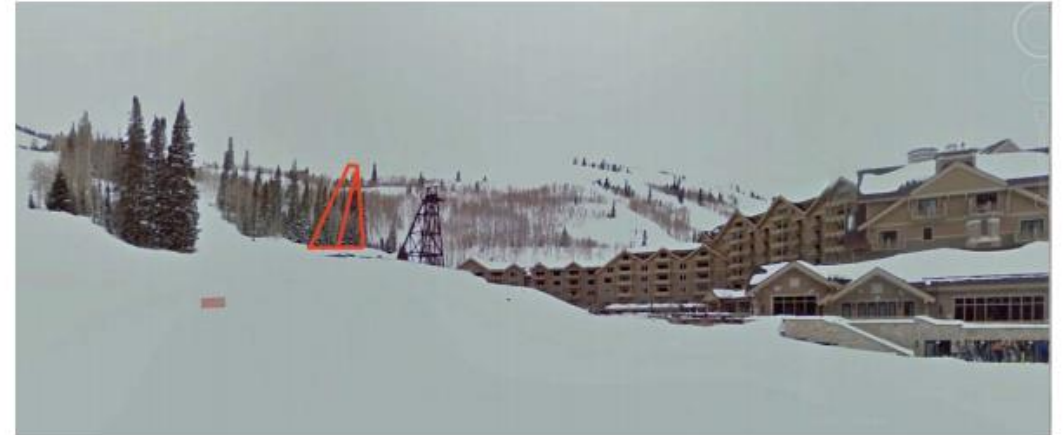


Photo showing proposed headframe location as seen from Empire Express lift queue

AN OPPORTUNITY TO EXPAND UPON THE LEGACY

- Deer Valley, which acquired ownership of the steel structure as part of the preservation project, has donated the mangled steel remnants to The Friends of Ski Mountain Mining History
- The Friends offer this proposal to the Park City Municipal Corporation to create a memorial to the:
 - Successful preservation of the headframe itself on 7/1/22
 - Estimated 34 miners who died in the 1902 Daly-West Mine explosion
- The Friends seek to:
 - Donate a subset of the remnants to the city
 - For the creation of a large public sculpture by a local artist
 - That would be placed at the head of The Rail Trail



POTENTIAL LOCATION FOR ART PROJECT

Potential Location for Daly West Headframe Art Project



ARTISTIC VISION

- In their current form, the twisted remnants speak to the power and tragedy of the 2015 collapse of the headframe
- And provide an interesting platform for a local artist to:
 - Create a dramatic sculpture
 - Inspire Park City residents
 - Connect the skiing, mining history and artistic communities
- We ask the city to:
 - Issue a request for proposal to local artists with a \$60,000 budget
 - To submit their ideas for how to create a sculpture for prominent display
 - Including designs to be rendered as drawings
 - And a specific budget for the fabrication and installation of the artwork
- The Friends will:
 - Collaborate with:
 - The PAAB
 - The Arts Council of Park City Summit County
 - Participate as active members of the design and review team
 - Provide historic background and color to inspire the artists



FOSMMH BUSINESS PROPOSAL

- This proposal is from The Friends of Ski Mountain Mining History:
 - A working committee of The Park City Museum
 - Mailing address:
 - FOSMMH
 - PO Box 555
 - Park City, UT 84060
 - Estimated value of the steel to be donated to PCMC:
 - An educated guess on the weight of steel is 4 to 5 tons
 - Scrap value of structural steel is \$70 per ton
 - The total value of the steel is \$280 to \$350
 - If we use 33 to 50% of the steel for the city sculpture, the donated value to the city will be between \$93 and \$175
 - FOSMMH asks that the city include the following requirements in its Request for Proposal to Artists:
 - Proposers should utilize all of the 76 feet of undifferentiated mangled steel in the attached inventory
 - To create 2 or 3 sculptures based on the esthetic recommendation of the sculptor
 - The goal is to use all of the steel in esthetically pleasing sculptures, and to avoid leaving FOSMMH with remnants that cannot be used in a second or third sculpture
 - The city will chose which if the designs it prefers and fund that initiative
 - FOSMMH are in discussion with others about funding additional artworks in other locations



NEXT STEPS

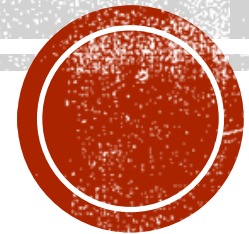
- The Public Arts Advisory Board will present this proposal to Park City Council on 1/12/23.



Daly-West Mine

MANGLED GOODNESS

Inventory of Major Sections



sandy_brumley@yahoo.com

203-832-5156

OVERVIEW

Major sections consist of:

- 19 foot highly mangled z-riveted section
- 18 foot highly mangled straight plate section
- 12 foot z-riveted section
- 8 foot straight plates section
- 7 foot 6 in z-rivet section
- 6 foot z-riveted section
- 8+5+11 foot highly mangled section

For a total of 76 undifferentiated liner feet

We also have:

- 2 boxes of miscellaneous smaller pieces
- 10 to 12 small miscellaneous pieces

19 FOOT Z-RIVETED HIGHLY MANGLED SECTION



18 FOOT HIGHLY MANGLED STRAIGHT PLATES



12 FOOT Z-RIVETED STRAIGHT SECTION



8 FOOT STRAIGHT PLATES SECTION



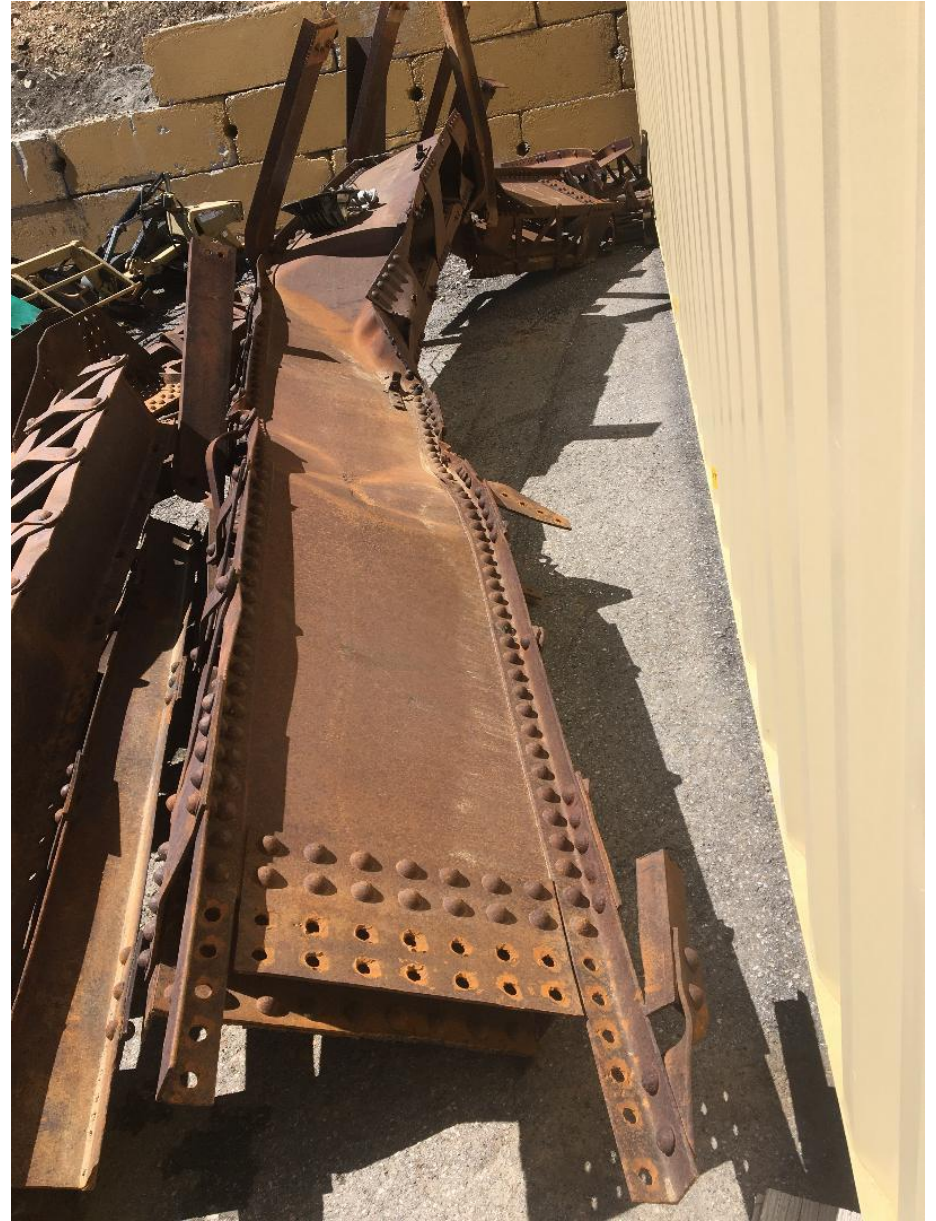
6 FOOT Z-RIVETED SECTION



7 FOOT Z-RIVETED SLIGHTLY MANGLED SECTION



8 + 5 + 11 FOOT HIGHLY MANGLED SECTION



BOX 1 SMALL PIECES



BOX 2 SMALL PIECES



**10 TO 12 MISCELLANEOUS
SMALL PIECES**





**DRAFT ART GIFT AGREEMENT
PARK CITY MUNICIPAL CORPORATION**

Offered by: Friends of Ski Mining History
P.O. Box 555
Park City, Utah 84060

Gift collections, bequests, and acquisitions can be a great benefit to a City, its citizens and visitors, and are sincerely appreciated by Park City Municipal Corporation. Donations or gifts are defined as private sector contributions that are bestowed voluntarily and without the expectation of any tangible compensation. To be consummated, a gift must be comprised of the offer and the acceptance. The City is legally obligated to adhere to the terms and conditions of every gift. Therefore, the person(s) soliciting or approached regarding gifts should exercise utmost care in considering the terms of each gift to be certain they are feasible, do not hamper the usefulness and desirability of the gift, and are in conformity with municipal policy and IRS regulations.

Friends of Ski Mining History desires to give as a gift to Park City Municipal Corporation the following items and to have the City Commission an artwork using City funding estimated at \$60,000:

Medium: 2.5 tons of steel from the

Description: City will use the reclaimed metal to commission a sculpture to be placed near the Rail Trail.

Donation Date: January 12, 2023

Valuation, if applicable: \$175

Terms, if applicable: City will take on all ownership and maintenance of the metal and commission an artwork to the Park City Public Art Collection as approved by City Council.

Friends of Ski Mining History agrees to release all claims to the above-noted donation of material and agree to allow Park City Municipal Corporation sole ownership and control to make any and all determinations in regard to placement, exhibition, maintenance and storage of any material or commission of art.

Dated this _____ day of _____, 2023

Printed Name: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2023, _____ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ (Title or Office) of Friends of Ski Mining Legacy, a Utah non-profit corporation, and that said document was signed by him/her on behalf of the said organization by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that he/she executed the Art Gift Agreement.

Notary Public

GIFT APPROVAL AND ACCEPTANCE

Park City Municipal Corporation

Matt Dias, City Manager

Attest:

City Recorder

Approved as to form:

City Attorney

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community & Public Affairs

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Resolution 01-2023, a Resolution Approving City Council Rules of Order and Procedure

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[City Council Rules of Order and Procedure Staff Report](#)

[Exhibit A: Rules of Order and Procedure Resolution](#)

[Exhibit B: Public Comment Reminders and Video Series](#)

[Exhibit C: Resolution 29-12 with Redlines](#)

City Council Staff Report

Subject: Resolution Update for City Council Rules of Order and Procedure
Author: Linda Jager
Departments: Community Engagement
Date: January 12, 2023
Type of Item: Legislative

Recommendation

Review and consider adopting an update to a resolution approving City Council Rules of Order and Procedure.

Executive Summary

To support the City's goal of increased public participation and transparency and to maintain the efficiency of Council meetings, an update to the Resolution for City Council Rules of Order and Procedure is recommended.

The current Resolution approved back in November 2012 was drafted when Council meetings were conducted solely in person. Since 2020, City Council meetings have been held in person – at the anchor location of Council Chambers at City Hall – and online via Zoom webinar.

Virtual live stream options have significantly grown the audience size for Council meetings. In addition, through increased community outreach and engagement, more members of the public are aware of and choosing to participate and provide public comment during Council meetings.

The updated Resolution reflects our new meeting format and provides guidelines to improve the public comment process to accommodate the increase in public involvement. The update includes language clarifying a three-minute time limit on public comments and instructions for online attendees to comment publicly.

To support the updated Resolution, the Community Engagement team created a short video series to show at the start of each Council meeting. The videos provide general guidance to support quality public comment.

A Public Comment Reminders infographic will be posted in Council Chambers and online.

Exhibits

Exhibit A – 1-2023 Rules of Order and Procedure
Exhibit B – Public Comment Reminders & Video Series
Exhibit C - Resolution No. 29-12 suggested edits

Resolution No. 01-2023

**A RESOLUTION APPROVING CITY COUNCIL RULES OF ORDER
AND PROCEDURE, PARK CITY, UTAH**

WHEREAS, Utah Code section 10-3-606 requires the legislative body to adopt rules of order and procedure; and

WHEREAS, the City Council believes that rules of procedure that are easily accessible to the public will help the City Council better engage with the public and the public better engage with the City Council;

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

SECTION 1. APPROVAL. Pursuant to Utah Code section 10-3-606, the City hereby adopts the Rules of Order and Procedure to govern the meetings of the City Council as attached as Exhibit A.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon publication.

PASSED AND ADOPTED this 12th day of January 2023.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, City Attorney

PARK CITY COUNCIL RULES OF ORDER AND PROCEDURE

Pursuant to Utah Code Section 10-3-606, the City hereby adopts the following rules of order and procedure to govern the meetings of the City Council.

RULE NO. 1. UTAH AND MUNICIPAL CODE REQUIREMENTS

The City must comply with the required procedures in “City Council Procedure,” Title 2, Chapter 3 of the Municipal Code of Park City and Title 10, Chapter 3 of the Utah Code, as amended. The City Council is also required to comply with Utah Code Title 52, Chapter 4, Open and Public Meetings Act. In the event of a conflict, the Utah Code controls.

RULE NO. 2. AGENDA

The agenda for the meeting will be the guide to the meeting. While matters not on the agenda may at times come up for discussion, final action cannot be taken on any matter not on the agenda. The agenda will be published in advance. Agenda items ordinarily are considered in the order listed but may be considered in a different order.

RULE NO. 3. PARLIAMENTARY ORDER AND PROCEDURE

City Council meetings are chaired by the Mayor or by the Mayor Pro Tem, as needed. The Council follows a simplified Roberts Rules of Order. Council members may speak after being recognized by the Mayor and may make motions that propose Council action. For example, a Council member may move to adopt or amend an ordinance or resolution, consider a substitute motion, close a public hearing, ask for more information, continue discussion to a later time, or adjourn a meeting. A motion may be discussed and voted upon only if it is seconded by another Council member. The Mayor may allow members of the public or staff to participate in the discussion. When the Mayor confirms there is no further discussion, the Mayor calls for the vote on the matter. Unless otherwise specified by applicable law or ordinance, a motion passes if a majority of Council members present vote in favor.

RULE NO. 4. ETHICAL REQUIREMENTS

City Council members must comply with the Municipal Officer’s and Employees’ Ethics Act, Utah Code Title 10, Chapter 3, Part 13 and Title 3 of the Park City Municipal Code. These laws establish ethical standards of conduct for City officers, employees, and volunteers.

RULE NO. 5. RULES OF DECORUM

1. Public comments should be directed to the agenda item under consideration. The Mayor determines the germaneness of the comments.
2. Remarks must be addressed to the Council as a whole and not to any single member, unless in response to a question from a member.
3. To afford all persons an opportunity to speak on an agenda item, the Mayor may impose a time limit, typically three-minutes, on comments made by members of the public. Individuals will generally be limited to one comment per agenda item.
4. Public comments must be respectful. Personal, impertinent, unduly repetitive, slanderous or profane remarks to the Council, any member of the Council, staff or general public are prohibited. Jeering, cheering, clapping, stamping, finger snapping, sign waving, whistling or similar behavior is prohibited because it may intimidate other speakers, cause a disruption, or impede the orderly conduct of a Council meeting.
5. Persons addressing the Council may not interrupt the Mayor or Council members while they are asking questions or otherwise addressing the speaker.
6. Members of the public must be courteous to others participating and to the proceedings by avoiding conversations within Council Chambers and immediately outside the Chambers.
7. Unless addressing the Council or entering or leaving the Council Chamber, audience members should be seated. Those who need to stand should do so in the rear without blocking exits.
8. A time for public comments on any item not on the agenda may be included on the agenda. A time limit on comments may be imposed and speakers must provide their names for the record. If a prepared statement is available, a copy should be given to the City Recorder. Generally, members of the Council will not comment upon the comments made by a member of the public. Administrative issues will typically be referred to the City Manager's Office for a response.
9. The governing body on a two-thirds vote may expel any person who is disorderly during the meeting of the governing body. Removal may be executed by peace officer upon Council direction.

10. Any person removed may be prohibited from attending or addressing the Council for no more than ten Council meetings. The number of meetings and the prohibition will be determined by the Mayor and the Council upon a vote, taking into consideration the number and severity of prior incidents of being disorderly.
11. If a person is removed from a meeting for being disorderly, the Council may elect to postpone voting on the issue being discussed at the time of removal in order to avoid the appearance of retaliatory action.

Exhibit B: Public Comment Reminders & Video Series



Video Series: A fun series of short videos featuring a variety of locals sharing tips and guidelines for making public comment at City Council meetings. These will be shown at the start of Council meetings, shared online, and posted to the City's website.



Infographic: Public comment reminders to be posted on wall and podium in Council Chambers and shared during City Council livestream.

Resolution No. ~~29-1201-2023~~

A RESOLUTION APPROVING CITY COUNCIL RULES OF ORDER
AND PROCEDURE, PARK CITY, UTAH

WHEREAS, Utah Code ~~§Section~~ 10-3-606 requires the legislative body to adopt rules of order and procedure; and

WHEREAS, the City Council ~~wishes to consolidate its~~believes that rules of procedure ~~into one document so as to make such rules that are~~ easily accessible to the public will help the City Council better engage with the public and the public better engage with the City Council;

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

SECTION 1. APPROVAL. Pursuant to Utah Code ~~§Section~~ 10-3-606, the City hereby adopts the Rules of Order and Procedure to govern the meetings of the City Council as attached as Exhibit A.

SECTION 2. EFFECTIVE DATE. This ~~Ordinance~~Resolution shall become effective ~~immediately upon publication.~~

PASSED AND ADOPTED this 12th day of January, 2023.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, City Attorney

PARK CITY COUNCIL RULES OF ORDER AND PROCEDURE

Pursuant to Utah Code §Section 10-3-606, the City hereby adopts the following rules of order and procedure to govern the meetings of the City Council.

RULE NO. 1. UTAH AND MUNICIPAL CODE REQUIREMENTS

_____The City must comply with allthe required procedures contained in “City Council Procedure,” ~~as contained in~~ Title 2, Chapter 3 of the Municipal Code of Park City and Title 10, Chapter 3 of the Utah Code, ~~including the following sections,~~ as amended:

. The City Council is also required to comply with Utah Code ~~Sections 10-3-502, 10-3-504, 10-3-505, 10-3-506, 10-3-507, 10-3-508, 10-3-607,~~ Title 52, Chapter 4, Open and ~~10-3-608.~~

~~The Municipal Code and Utah Code are available for public view at www.parkcity.org and http://le.utah.gov/UtahCode/chapter.jsp?code=10. Public Meetings Act.~~ In the event of a conflict, the Utah Code ~~shall control~~controls.

RULE NO. 2. AGENDA

_____The agenda for the meeting will be the guide to the meeting. While matters not on the agenda may at times come up for discussion, ~~no~~ final action ~~can~~cannot be taken on any matter not on the agenda. The agenda will be published in advance. Agenda items ordinarily are considered in the order listed but may be considered in a different order.

RULE NO. 3. PARLIAMENTARY ORDER AND PROCEDURE

_____Matters considered in a City Council meeting are shown on an agenda, published in advance. ~~Meeting agendas may be reviewed on the City's website, http://www.parkcity.org, and the Utah Public Notice website, http://www.utah.gov/pmn/index.html. Agenda items ordinarily are considered in the order listed, but may be considered in a different order.~~ City Council meetings are chaired by the Mayor. ~~In conducting its business, the~~ or by the Mayor Pro Tem, as needed. The Council follows a simplified Roberts Rules of Order. -Council members may speak after being recognized by the ChairMayor and may make motions that propose Council action. For example, a Council member may move to adopt or amend an ordinance or resolution, consider a substitute motion, close a public hearing, ask for more information, continue discussion to a later time, or adjourn a meeting. -A motion may be discussed and voted upon only if it is seconded by another Council member. -The Mayor may ~~or may not, at his or her discretion,~~ allow members of the public or staff to participate in the discussion. When the Mayor ~~has confirmed~~confirms there is no further discussion, the Mayor ~~can~~ callcalls for the vote on the matter. Unless otherwise specified by applicable law or ordinance, a motion passes if a majority of Council members present vote in favor.

RULE NO. 4. ETHICAL REQUIREMENTS

City Council members must comply with the Municipal Officer's and Employees' Ethics Act (~~Utah Code §Title 10-, Chapter 3-1301 to 10-3-1312), Part 13~~ and Title 3 of the Park City Municipal Code. These laws establish ethical standards of conduct for City officers, employees, and volunteers. ~~They are available for public view at http://le.utah.gov/code/TITLE10/htm/10_03_130100.htm.~~

RULE NO. 5. RULES OF DECORUM

~~(1)~~1. Public comments should be directed to the agenda item under consideration. The Mayor ~~or Mayor Pro Tem will rule on~~determines the germaneness of the ~~citizen~~ comments.

~~All remarks~~

~~(2)~~2. Remarks must be addressed to the Council as a whole and not to any single member, unless in response to a question from a member.

~~In order to~~

~~(3)~~3. To afford all persons an opportunity to speak ~~regarding on~~ an agenda item, the Mayor ~~or Mayor Pro Tem~~ may impose a time limit, typically ~~three minute time limit upon minutes, on~~ comments made by members of the public, ~~and/or may limit the number of times a member of the public may speak regarding an.~~ Individuals will generally be limited to one comment per agenda item.

~~Persons addressing the Council must not make personal~~

~~(4)~~4. Public comments must be respectful. Personal, impertinent, unduly repetitive, slanderous or profane remarks to the Council, any member of the Council, staff or general public; ~~nor utter loud, threatening, personal are prohibited. Jeering, cheering, clapping, stamping, finger snapping, sign waiving, whistling or abusive language; nor engage in any similar behavior is prohibited because it may intimidate other disorderly conduct that disrupts, disturbs speakers, cause a disruption, or otherwise impedes~~impede the orderly conduct of ~~any~~ Council meeting.

~~(5)~~5. Persons addressing the Council ~~shall~~may not interrupt the Mayor or Council members while they are asking questions or otherwise addressing the speaker.

~~(6)~~6. _____ Members of the public ~~shall~~must be courteous to ~~their fellow citizens~~others participating and to the proceedings ~~while the Council is in session~~ by avoiding conversations within ~~the~~ Council Chambers and ~~the entrance hallway into~~immediately outside the Chambers.

~~(7)~~ No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts, which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

~~(8)~~ Signs, placards, banners, or similar items will not be permitted at any time in the Council Chamber. Exhibits, displays, and visual aids used in connection with presentations for matters on the agenda are permitted.

~~(9)~~7. _____ Unless addressing the Council or entering or leaving the Council Chamber, ~~all persons in the audience~~ members should ~~remain sitting in the seats provided, or when necessary, standing~~be seated. Those who need to stand should do so in the rear ~~in a manner which does not block~~without blocking exits.

~~(10)~~8. _____ A time ~~may be established~~ for public comments ~~for citizens to address the Council on any item which is not~~not on the agenda may be included on the agenda ~~for that meeting.~~ A ~~three minute~~ time limit on comments may be imposed and ~~citizens are subject to the same rules of conduct as described above~~speakers must provide their names for the record. If a prepared statement is available, a copy should be given to the City Recorder. Generally, members of the Council will not comment upon the comments made by a member of the public. ~~If they are administrative~~Administrative issues, ~~the Council~~ will typically ~~refer them~~be referred to the City Manager's Office for a response.

~~At the discretion of the Mayor or Mayor Pro Tem, or upon a majority~~

~~(11)~~The governing body on a two-thirds vote ~~of the Council, the Mayor or Mayor Pro Tem~~ may ~~order removed from the Council Chamber~~expel any person who ~~fails to observe these rules of decorum, including committing any of the acts defined herein as disruptive conduct in respect to a regular, adjourned regular or special~~ is disorderly during the meeting of the City Council.

~~(12)~~Disobedience of any lawful order of the Mayor or Mayor Pro Tem, which shall include an order to be seated or to refrain from addressing the Council and any other unlawful interference with the due and orderly course of that meeting is grounds for removal.

~~(13)~~9. _____ Any person removed at the direction of the Mayor or Mayor Pro Tem will be excluded from further attendance at the meeting from which he or she has been removed, unless permission to attend is granted upon motion adopted by a majority vote of the Council, and such exclusion shall governing body. Removal may be executed by any

peace officer ~~and/or police upon being so directed by the Mayor or Mayor Pro Tem upon~~
Council direction.

~~(14)~~10. Any person removed ~~on the basis of disruptive conduct described above may not~~
be ~~allowed to address~~prohibited from attending or addressing the Council for ~~up to a~~
~~maximum of no more than~~ ten ~~(10) meeting days of the Council during which the Council~~
~~has convened in regular session. The period of Council meetings. The number of~~
~~meetings and the~~ prohibition ~~from addressing the Council~~ will be determined by the Mayor
~~or Mayor Pro Tem,~~ and the Council upon a vote, ~~based on~~taking into consideration the
number and severity of prior incidents of ~~disruptive conduct~~being disorderly.

~~(15)~~11. If a ~~speaker~~person is removed from ~~the~~a meeting for being disorderly ~~conduct~~, the
Council may elect to postpone voting on the issue being discussed at the time of removal
in order to avoid the appearance of retaliatory action.

Council Agenda Item Report

Meeting Date: January 12, 2023

Submitted by: Michelle Kellogg

Submitting Department: Building

Item Type: Work Session

Agenda Section: OLD BUSINESS

Subject:

Discuss Construction Mitigation Efforts

(A) Public Input

Suggested Action:

Attachments:

[Construction Mitigation Efforts Staff Report](#)



City Council Staff Report

Subject: Construction Mitigation Overview
Author: David Thacker, Chief Building Official
Department: Building Department
Date: January 12, 2023
Type of Item: Informational

Summary

City Council requested a follow-up to the [July 21, 2022, work session](#) on construction regulations and mitigation, including the allowable work hours, restricted work dates, road closures, and parking.

Background

Construction Mitigation Plans (CMP) (Exhibit A) are required by PCMC before building permits are issued ([Municipal Code section 11-14-4](#)). CMPs are used to regulate and mitigate construction-related impacts. CMPs are signed agreements between the responsible party (contractor or property owner) and PCMC.

A brief history of PCMC's evolving CMP regulation can be found below:

- 1997 – CMP requirements were increased following the 1997 General Plan adoption and community visioning process.
- 1998 – CMPs were codified by [Ordinance 98-18, pg. 143](#) to improve the management of construction hours of operation, parking, deliveries, construction phasing, trash, dust, and noise mitigation.
- 2002 – CMPs were amended [Ordinance 02-32, pg. 79](#) to improve and address soil erosion and limits of disturbance fencing; and
- [2018](#) – CMPs were discussed by City Council to improve code enforcement conditions of approval, manage construction noise, improve customer service, and support more proactive code enforcement. City Council also decreased the number of restricted construction work dates by 22 days to reduce impacts on Park City neighborhoods.

Analysis

Several topical areas must be considered when contemplating how to adequately balance the desire for private property owners' construction and mitigating construction impacts. While some regulations can be implemented quickly, others require formal amendments to the Municipal or Land Management Code and considerable notification to trade associations and local business owners.

To date, we have discussed the following amendments to rebalance neighborhood quality of life with private property rights for construction and development:

- Hours and days of operation:
 - **Current:** Monday – Saturday 7:00 a.m. to 9:00 p.m. and Sunday 9:00 a.m. to 6:00 p.m.
 - **Proposed:** Monday – Friday 7:00 a.m. to 7:00 p.m. and Saturday 9:00 a.m. to 5:00 p.m. Option for an alternate winter schedule of Monday – Friday 7:00 a.m. to 6:00 p.m. and Saturday 9:00 am to 4:00 p.m.
 - Additional proposed Restricted Working Days include:
 - Pioneer Day
 - Veterans Day
 - Indigenous Peoples/Columbus Day
 - Kimball Arts Festival to move from only Main and Swede to all of Park City due to the traffic impacts throughout the City.
- Construction Parking:
 - An approved Parking Plan is required for permitted construction sites throughout Park City. Street parking is prohibited within the Historic District/Old Town:
 - Construction parking would be allowed in approved locations on the job site.
 - All construction vehicles would be required to be identified on the parking plan. Any vehicles in violation of the plan would be subject to enforcement.
- Deliveries:
 - Deliveries only permitted during the permitted hours of construction operation
 - Traffic flaggers are required during deliveries when traffic flow is impacted. Flaggers must provide proof of traffic mitigation training, utilize high visibility clothing, and have proper stop/slow signage.
 - A partial road closure permit is required for all deliveries that may impede traffic flow.
 - Exceptions for Main St. and Swede Alley remain, as noted in the LMC
 - Road closure requests are required to comply with the following:
 - A road closure permit application would?? be required 5 days prior to a proposed closure.
 - City approval would be required for road closures
 - 72-hours notice to all properties within 100 feet (door hangers or proof of email) would be required.
- Grading and Excavation
 - Approved truck routes would be required for deliveries and importing/exporting materials. Code Enforcement will monitor the deliveries and may issue stop-work orders as necessary to facilitate compliance.

Outreach

The Building Department conducted community outreach during the City Projects Open House on October 4, 2022. Additionally, we proactively met with the Park City Area Home Builders Association (PCAHBA) Government Affairs group and requested feedback from neighborhoods and residents significantly impacted by high concentrations of construction

including Coalition View Court, Empire Ave., Rothwell Road, and McHenry Ave. Common neighborhood concerns seem to be focused on late construction hours, parking, road closure communication and management, enforcement, and a desire for additional restricted working days to balance quality of life concerns.

Council Direction

In addition to contemplating the amendments mentioned above to our construction mitigation plan ordinance, Code Enforcement seeks direction on additional and supplementary enforcement tools, including:

- Infractions:
 - Current processes can include a criminal or Administration Code Enforcement (ACE) citation to gain compliance. The ACE citation has a process which takes time to work through and has proven less effective for some of the more egregious violations.
 - A criminal path is rarely used as the criminal action currently codified is a class B misdemeanor. Adding an option for Code Enforcement to issue infractions for enforcement matters which violations are currently misdemeanors can carry a lesser criminal penalty than a misdemeanor and could allow Code Enforcement an additional citation option to gaining compliance.
 - Does Council desire criminal infractions in the City's code? Work without a building permit is currently limited to infractions by State code and expanding the applicability for other CMP ordinance violations will also increase the consistency of enforcement.
- Increased fees for CMP violations:
 - Park City's civil violation fees are comparatively lower than some of our neighboring jurisdictions. Summit County, Utah, for example, uses first offense fees related to CMP violations from \$100 for re-inspection fees to \$750 for violations.
 - Park City's current fee structure is \$100 per violation per day. Based on this information, does Council support increasing fees for civil citations?

Changes to Park City's development process, regulations, processes, and fees are often met with opposition and result in sensitive community adjustment. After additional Council consideration and direction, we plan to return with formal code amendments.