PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 12, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, November 12, 2020.

NOTICE OF AN ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

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

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

Exhibit A: Determination of Substantial Health and Safety Risk
On November 9, 2020, the Mayor determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include: • Governor Herbert declared a COVID-19 State of Emergency on November 8, 2020. • Summit County has extended its Emergency Declaration and Public Health Emergency Declaration through January 8, 2021. • Statewide COVID cases and hospitalizations are increasing exponentially.
This determination is valid for 30 days, and is set to expire on December 9, 2020.

CLOSED SESSION - 4:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:55 p.m. - Discuss Park City Cemetery
Cemetery Availability Staff Report

5:15 p.m. - Discuss Zero Waste
Zero Waste Staff Report
Exhibit A: Cascadia Study
Exhibit B: Zero Waste Letter To the Summit County Council

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2019
   GFOA Certificate of Achievement for Excellence in Financial Reporting FY2019 Staff Report
   Exhibit A: Certificate
   Exhibit B: AFRA, Mindy Finlinson

2. Amending the 2012 Quinn's Junction Partnership Annexation Master Planned Development (Development Agreement), Located at 4001 Kearns Boulevard
   4001 Kearns Staff Report
   Exhibit A: Table of Allowed Square Footage
   Exhibit B: Quinn's Junction Partnership Annexation Staff Report 05-17-2012
   Exhibit C: Quinn's Junction Partnership Annexation Staff Report 05-24-2012
   Exhibit D: Applicant's Submittal

3. Winter Transportation Operations Update
   Old Town Winter Transportation Operations Plans Staff Report
   Exhibit A: HPCA Winter Parking Transit and Circulation Letter
   Exhibit B: Drop, Load and Staging Zone 2020-2021 Recommended Plan
   Exhibit C: 2020 Old Town Employee Parking Options

4. Urban Park Zone Update
   Urban Park Zone Staff Report

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

IV. CONSIDERATION OF MINUTES

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

V. CONSENT AGENDA

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

Exhibit B: Provider Scope of Work

2. Request to Approve Deaccession of Gravity & Gear Artwork at the PC MARC from the Park City Public Art Collection
Deaccession of Gravity and Gear Artwork Staff Report
Exhibit A: Mike Wong Professional Service Agreement for Commissioned Art

VI. OLD BUSINESS

1. CARES Act Funding Update
(A) Public Input
CARES Grant Staff Report

2. Consideration to Approve Ordinance 2020-47, an Ordinance Adopting an Adjusted Budget for FY 2021 for Park City Municipal Corporation
(A) Public Hearing (B) Action
FY21 Budget Adjustment Staff Report
Exhibit A: Adjusted Budget Ordinance
Exhibit B: FY21 Budget Adjustment Reports

VII. NEW BUSINESS

1. Consideration to Adopt Affordable Housing Guidelines and Standards for Park City, Utah, and to Repeal and Replace Resolution 03-2017 in its Entirety
(A) Public Hearing (B) Action
Housing Resolution Staff Report
2020 Housing Resolution

VIII. ADJOURNMENT

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

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

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Ken Fisher
Submitting Department: Recreation
Item Type: Work Session
Agenda Section:

Subject:
4:55 p.m. - Discuss Park City Cemetery

Suggested Action:
Council review options and provide direction on the future of the Park City Cemetery

Attachments:
Cemetery Availability Staff Report

City Council
Staff Report

Subject:	**Park City Cemetery**
Author:	**Ken Fisher, Recreation Director**
	Heather Todd, Acting Cemetery Sexton
Department:	**Recreation**
Date:	**November 12, 2020**
Type of Item:	**Administrative**

Summary Recommendation

As a result of running out of space at the Park City Cemetery, staff recommends hiring a landscape architect to develop a long-term master plan that thoughtfully plans for the Cemetary's future. The master plan would include various cremation niches and potentially a mausoleum to accommodate full casket burials.

There is currently $27,014 in CIP #0292 Cemetery Improvements that could be used to develop a master plan and complete construction of cremation niches near the gazebo.

Executive Summary

There are only thirteen plots left in the Park City Cemetery for immediate need burials. These 13 plots accommodate both cremation and casket burials.Once these plots are taken, the Cemetery will not have plots available for traditional or cremation burial if expansion measures are not undertaken. Staff estimates that the remaining plots will be sold by 2022.

Background

- The Park City Cemetery began in 1892 when the Snyder Family sold approximately 4.2 acres to the City for $300. The Cemetery expanded in 1922 with the realignment of Kearns Blvd, and again in 1991 when the City Council allocated $100,000 to increase the Cemetery property to the current nine acres.
- The Cemetery's current capacity is approximately 4,000 individual gravesites.
- In 1993, Council approved 100 plots for non-residents to purchase. By October 2006, the plots were sold. In 2006, there were 300 plots for purchase and staff estimated that the Cemetery would sell out by 2043. The November 21, 2006, staff report can be accessed here on pg 8
- In 2013, Memorial Walls were added, adding 338 plaque locations. The Memorial Walls are available to both residents and non-residents. To date, 76 are sold. These walls do not offer space for cremation burials.
- In March 2018, City Council limited plot sales to immediate need to slow the sale and reservation of plots due to constrained supply. Resolution 06-2018
- In 2018, the City conducted a Sonar Search of Section B (Southwest corner) as a potential expansion area. Results were inconclusive. Staff believes this area is not viable for full casket burial expansion due to unidentifiable ground disturbance discovered in the search and due to the historical knowledge of the area.

Analysis

- There is currently $27,014 in CIP #0292 Cemetery Improvements that could be used for the development of a Cemetery Master Plan that would likely include cremation niches located around the exiting gazebo. Staff believes that these funds would be sufficient for an initial phase to develop a cremation garden. It is predicted that this phase would have roughly 50 niches installed.
- The urgency for developing cremation niches is to help prolong the remaining plots that can be used for full casket burials.
- Staff met with two landscape architects that have done cemetery master planning in other communities. This was very helpful to get ideas on ways to expand the Cemetery so the City can continue to provide services to the community without having to develop a second location.
- While cremation burials are an increasing trend, the Park City Cemetery has not seen a significant increase.
    - If Council is interested in expanding the Cemetery to accommodate full casket burials, additional funding will be required to complete a master plan and implement the expansion.
    - If Council did not want to pursue this option, the Cemetery would be limited in the future to the potential niche options proposed.

Cemetery Statistics:

	2016	**2017**	**2018**	**2019**	**2020**
Available Plots			30	24	13
Total Available Memorial Wall Plaques	301	293	288	274	262
Available Memorial Wall Plaques – Non-Res	62	58	55	53	51
Cremation Burials Per Year	5	8	11	8	5
Full Casket Burials Per Year	8	13	12	13	9

Questions for Council

1. Does Council support moving forward to procure a landscape architect to develop a Cemetery Master Plan? Phase 1 would be a cremation garden that would service cremation needs.

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Luke Cartin
Submitting Department: Sustainability
Item Type: Work Session
Agenda Section:

Subject:
5:15 p.m. - Discuss Zero Waste

Suggested Action:

Attachments:
Zero Waste Staff Report

Exhibit A: Cascadia Study

Exhibit B: Zero Waste Letter To the Summit County Council

City Council
Staff Report

Subject:	**Zero Waste Discussion**
Author:	**Luke Cartin**
Department:	**Sustainability**
Date:	**November 12, 2020**

Executive Summary
Park City has a commitment to 100% renewable electricity and net-zero carbon by 2030 community-wide. The Park City Visioning 2020 process specifically identified zero waste as an area of high interest. This work session will examine the current state of Park City's waste stream, define key terms, identify best practices, and potentially shape future policy and goals that can be utilized by the City and community moving forward.

Background
Cascadia Study:
In 2014, Park City hired Cascadia Consulting Group to produce the "Park City Solid Waste and Recycling Best Practices Inventory" (Exhibit A). It did not complete a waste characterization study for Park City. Instead, it used waste characteristics from peer communities and inferred the potential tonnage of recyclable and recoverable materials generated in Park City. The study identified residential waste as 45% of total waste generation and estimated diversion at a low rate of 25%. The study also highlighted peer best practices and policies.

Summit County:
The Summit County Master Plan: In 2018, the Summit County Solid Waste Master Plan was released with metrics and proposed goals. The Plan identified the current state of waste in Summit County, potential pilot projects and programs, and the need for future policy discussions. This guiding document is updated every few years to reflect policy changes, provide current landfill statistics and program challenges.

Landfills: Summit County operates two landfills: Three Mile and Henefer. In 2017, Three Mile accepted 40,179 tons of municipal solid waste (14,000 tons residential), and Henefer Landfill accepted 11,405 tons of construction and demolition waste. County staff estimates that approximately 80% of what goes into the landfill is recyclable. Three Mile has an estimated life of fewer than 35 years. A comprehensive waste diversion program would extend landfill life and result in savings to the County.

Summit County Residential Waste and Recycling Contract: Summit County administers the Residential Waste and Recycling 5-year contract (expiring in 2022) for the entire County. This contract facilitates approximately 3,000 tons of recycling from single-family households and shared residential collection locations. Summit County plans to release a request for residential waste and recycling proposals by the first quarter of 2021, with the new contract starting in 2022.

Discussion

What is Zero Waste?

There are many definitions of zero waste. The Zero Waste International Alliance defines zero waste as the conservation of all resources utilizing responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning, discharging to land, water, or air that threaten the environment or human health. The premise is to take multiple waste reduction steps, and eventually, to eliminate all waste sent to a landfill or incinerator.

To implement this concept, various metrics have been used to track progress. Diverting waste from a landfill (called the diversion rate) is the most common measurement. Zero waste is often viewed as successful if diversion rates exceed 90%. Park City's diversion rate is likely below 20%.

Pathway to Zero Waste:

This section discusses the different tools that could be pursued to work towards the zero waste goals in the Park City area. Each section could be brought forward independently or as a part of a comprehensive plan.

Conduct a Waste Characterization Study:

A waste characterization study is used to determine the existing waste stream (waste, recyclable content, food waste) and measure various waste diversion strategies' efficacy. It can guide future decisions based upon a community's unique characteristics. Staff recommends completing a waste characterization study immediately, and every 3-4 years thereafter, to measure how effective each waste diversion program and identify next steps to drive success.

Enhance the Summit County Residential Waste Contract:

The 5-year contract is currently managed by Summit County and services residential accounts in Park City. The contract provides weekly trash service and bi-weekly recycling. A programming challenge to note is residential recycling contamination (examples: bags, non-recyclables in the recycling bin). This can be significant, especially with short term rentals. Lack of enforcement mechanisms with regard to limiting recycling contamination can exacerbate contamination and reduce recycling volumes.

Opportunity:

The possibility of adding food waste and green waste as an opt-in program could measure the interest and viability of a more comprehensive collection system. This program's success would rely on participant compliance and a robust marketing program to educate the public about what can and cannot be placed in the food waste/green waste bin.

General Waste:

This program is independently managed by the County's residential waste contract and includes businesses, business districts, multi-family, resorts, and mixed-use locations.

Space for waste is often very constrained and can make it challenging to expand waste diversion programs. For example, available land is at a premium in Summit County, and on-site dumpsters and recycling bins are considered unsightly, require maintenance, and compete for parking spaces.

Opportunity:
Park City could adopt ordinances to compel better waste reduction strategies and improve landfill diversion rates. All of these solutions would require additional resources in the form of labor, operations, professional and technical services, marketing, and enforcement. The most common or readily available solutions include cardboard, recycling, or food waste diversion programs. Many cities, including Salt Lake City, already mandate business and multi-family recycling programs. When adopting a new waste diversion program, a strategy could provide a 2-year window for compliance prior to enforcement.

Construction and Demolition Diversion:
Many communities operate successful construction and demolition diversion programs. These programs provide incentives for deconstruction, reuse, and material sorting.
A major challenge is limited site space for operational needs (delivery of goods, parking, dumpsters, erosion control, fencing, etc.). Reporting and auditing can also be challenging to track. Any type of construction or demolition waste diversion program would have to be done in coordination with the building industry to improve compliance and participation.

Special Event Waste Diversion:
Sustainability could implement a special event zero waste requirement. The Park City Silly Market and Deer Valley World Cup are examples of community leadership in comprehensive zero waste programs. Zero waste planning could be added to event permitting needs, and post-event reporting could be added, as well. This type of program adds costs and logistical complexity to local event organizers, many of which are local non-profits.

Questions for City Council to consider

1. Residential Waste and Recycling contract:
    a. Does City Council want to pursue an opt-in food waste collection option?
    b. Does City Council want staff to investigate a recycling education and enforcement program as a part of short-term rental business licensing?
        i. Staff would return with a program concept and cost estimate.
2. General Waste:
    a. Does City Council want to investigate other ordinances that might be used to reduce and divert waste going to our County's two landfills?
        i. Staff would return with ordinances that might include:
            1. Commercial recycling ordinance
            2. Universal recycling ordinance
            3. Construction and Demolition waste diversion ordinance
            4. Special Events zero waste plans

3. What other information or programs does Council seek with regard to improving our waste diversion goals?

Attachment

Exhibit A: Cascadia study

Exhibit B: Letter to County Council

2014

PARK CITY SOLID WASTE AND RECYCLING BEST PRACTICES INVENTORY

CASCADIA
CONSULTING GROUP

Introduction and Project Background

Like many other U.S. cities, Park City, Utah recognizes the importance of taking a strategic, data-driven approach to selecting programs and policies that will benefit their communities. Park City elected officials and community members have prioritized environmental issues by forming an Office of Sustainability that works towards a variety of goals, including increasing recycling and waste diversion in future years.[1]

Park City is similar to many other small- to medium-sized communities in the U.S. facing significant development and population growth: the number of homes in the counties surrounding Park City is projected to increase by up to 10,000 units in coming years. [2] The City also has many unique characteristics: it is a resort-oriented community famous for winter snow sports and the Sundance Film Festival, and hosting many other special events through the year including the U.S. Freeskiing Grand Prix, and the FIS Freestyle World Cup.[3]

As a growing community in the national spotlight, Park City recognizes the need to build upon the community's existing waste and recycling efforts. Park City works closely with Summit County, which oversees residential curbside garbage and recycling collection services from the franchised service provider, Republic Services. Republic Services provides weekly collection of residential garbage. Each residence also has a 90-gallon recycling cart, which Republic collects every-other-week. Republic's current residential recycling program accepts a range of materials including all plastics #1-7, aluminum and tin cans, newspaper, cardboard, and mixed paper.[4] Residential curbside collection of yard waste is not available at this time; however residents may bring yard waste to a public drop-off center located at the Three Mile Canyon Landfill.[5]

Commercial garbage and recycling collection is considered open-market; businesses may select and contract with haulers directly for the collection of garbage and recyclables or they may elect to self-haul material directly to disposal or processing sites. Both residents and businesses have the option of bringing recyclables that are not accepted curbside to drop-off sites, the largest of which is operated by Recycle Utah, a nonprofit organization. Recycle Utah accepts all recyclables that Republic accepts in its curbside residential program, in addition to hard-to-recycle items that are not accepted curbside such as glass, sporting equipment, and Styrofoam.[6] A small-scale commercial food waste collection program is in place at a number of Park City resorts; food waste from this program is being collected and processed by Park City Compost.

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[1] www.parkcity.org/index.aspx?page=241
[2] Personal communication from PCMC staff
[3] www.visitparkcity.com/events/annual-special-events/
[4] http://www.co.summit.ut.us/waste-recycle/downloads/Curbside_Pickup_Recycle_Packet.pdf
[5] http://www.parkcity.org/index.aspx?page=243
[6] http://recycleutah.org/materials_accepted.html

Park City Municipal Corporation (PCMC) produces some recycling and waste prevention educational tools and resources in collaboration with the Park City Community Foundation (PCCF) and Recycle Utah. PCMC and the PCCF have partnered to create and manage an easy-to-navigate webpage, ParkCityGreen.org, where residents and businesses can find environmental information and resources spanning energy, water, waste, and other resource conservation practices. ParkCityGreen.org includes pages dedicated to both business and at-home recycling information, including everything from resources for hiring a hauler for commercial recycling pick-up to information about residential junk mail opt-out. Recycle Utah also produces educational tools and resources relevant to Park City, including on-site composting workshops for residents and businesses. Summit County has recently introduced SummitCountyRecycles.org as an additional resource.

In an effort to ultimately increase waste diversion from both residents and businesses, PCMC has partnered with Cascadia Consulting Group (Cascadia) to conduct a study to estimate and assess the potential growth of its waste stream and identify existing diversion opportunities. Specifically, Cascadia obtained waste disposal and recycling data for the residential and commercial sectors from local haulers and processors to model Park City's waste stream quantity and composition. The model estimates that Park City is currently diverting 25% of the community's total waste stream through its recycling and composting programs. Cascadia provided an Excel model that PCMC can use to project disposal over time. PCMC will use this data to frame regional priorities for waste generation, diversion, and disposal.

Additionally, PCMC has requested that Cascadia document recommended best practices for solid waste, recycling, and diversion informed by the estimated residential and commercial composition of Park City's disposed waste. The City will share service and collection recommendations with Summit County for consideration in future collection agreements.

Cascadia assembled a list of recycling, composting, waste prevention, and other diversion best practices recommended for implementation by PCMC. These practices are informed by the results of the waste modeling projections, as well as Cascadia's experience working with communities similar in size and demographics to Park City and its surrounding counties. Cascadia has categorized recommendations by best practice types including: collection service, infrastructure, collection technology, education, regulation, and financial incentive.

Other key considerations specific to Park City that inform and shape these waste diversion recommendations include:

- **Resort, tourism, and service-based economy.** Many businesses in Park City depend on tourism, including a high percentage of restaurants, recreation, and lodging properties.[7]
- **Highly transitory population.** As a resort town with a tourism-based economy, Park City has a large transitory population. Approximately 60% of all homes are owned by secondary homeowners, with nearly one third of those owners living out of state.[8]

[7] http://www.visitparkcity.com/includes/media/docs/POPULATION-2014.pdf
[8] http://www.visitparkcity.com/includes/media/docs/POPULATION-2014.pdf

To the greatest extent possible, Cascadia has also flagged relevant best practices that have been implemented in communities that make up the Western Adaptation Alliance (WAA), including: Flagstaff, Phoenix, and Tucson, AZ; Aspen, Boulder City & County, City and County of Denver, and Fort Collins, CO; Las Vegas, NV; Santa Fe, NM; and Salt Lake City, UT.[9] These communities, spanning five states, network and share best practices regarding sustainable development in arid region urban adaptation.[5]

The remainder of this report includes a brief summary of the waste model findings and recommended diversion strategies.

Findings

Priority Materials for Residential and Commercial Diversion

Cascadia used waste characterization data from communities with similar demographics, census data, and data provided by Park City's local haulers and processors to model estimated generation rates for specific materials in the PCMC residential and commercial waste streams.

Park City's overall waste generation is nearly evenly split between the residential and commercial sectors: residential generation accounts for approximately 45% of total generation and commercial generation accounts for 55%. Combined, the residential and commercial sectors divert about a quarter of the materials they generate: the residential sector diverts approximately 49% of its generated materials, and the commercial sector diverts about 5% of its generated materials. See Figure 1 and Figure 2 for more details about residential and commercial generation by recoverability group.

[9] http://www.iscvt.org/where_we_work/usa/article/waa/

Figure 1. Estimate of Residential Generation by Recoverability Group

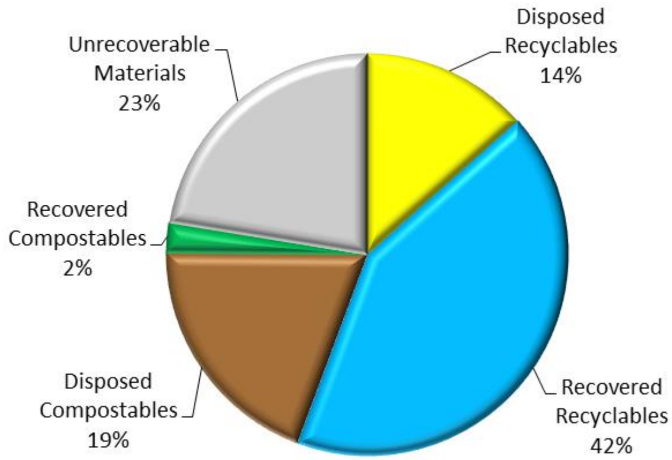
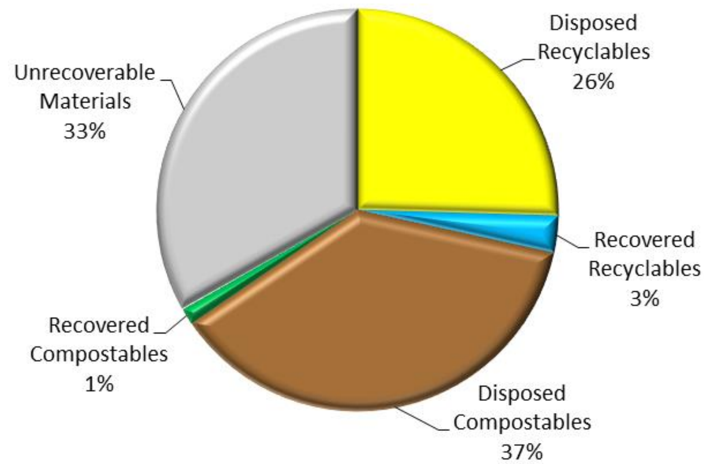


Figure 2. Estimate of Commercial Generation by Recoverability Group



From the modeling and based upon opportunity for diversion, Cascadia identified the following priority materials to target in residential diversion strategies:

1. Food and food-soiled paper
2. Mixed paper
3. Yard waste
4. Cardboard/kraft paper

We estimate that these four material types comprise nearly 50% of Park City's estimated residential generation.[10]

The four material types that Cascadia has identified as priority materials to target in commercial diversion strategies include:

1. Food and food soiled paper
2. Mixed paper
3. Cardboard/kraft paper
4. Newspaper

We estimate that these materials account for more than 55% of the commercial generation.

[10] Glass is one of the most prevalent material types in the residential generation, however, there are not as many opportunities to economically recycle glass so it was not identified at this time as material to prioritize for diversion.

Conclusions

Three key conclusions from the modeling are:

1. Diverting food and food soiled paper from the waste stream could reduce residential garbage disposal by as much as 27% and commercial garbage disposal by as much as 37%.
2. Approximately one quarter of the currently disposed commercial waste is made up of materials accepted in Park City's curbside recycling program.
3. Four material types account for more than half of total generation in both the residential and commercial sectors.

Recommended Strategies

Pairing current waste services and diversion efforts with a mixture of other strategies such as education and outreach, waste infrastructure changes, financial incentives, and regulation tailored to the individual waste streams could accelerate Park City progress towards their waste diversion goals. The following strategies for increasing diversion and waste prevention and were designed to target the top four materials found in the Residential and Commercial generation. Though the waste modeling did not address disposed waste from multifamily residences and events, we have included strategies for diverting materials from those streams as well. Other WAA cities that have adopted these practices are noted in the last column of these tables with the following abbreviations: "F" for Flagstaff, "P" for Phoenix, "T" for Tucson, "A" for Aspen, "BC" for Boulder City & County, "D" for City and County of Denver, "FC" for Fort Collins, "LV" for Las Vegas; "SF" for Santa Fe, and "SL" for Salt Lake City. The WAA information was collected from member city websites.

Increase Residential Recycling, Composting, and Waste Prevention

Residential Curbside Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Collection Service	Review curbside collection frequency	Revisit curbside collection frequency. Consider studying user behavior and determine if alternative collection frequencies would positively impact diversion (i.e. every-other-week garbage; weekly recycling)	1-5	
Collection Service	Add curbside yard waste collection	Work with Summit County and contracted hauler to offer a curbside yard waste collection option when/if processing services can accommodate the material. When processing capabilities allow, add food scraps to yard waste.	1 & 3	A, D BC, FC, SL
Education	Educational materials	• Work with hauler and County to ensure all educational materials use consistent terms, colors, materials lists, photo images, and messages. • Increase use of visuals in educational materials and signage. • Hauler or City should mail recycling guidelines annually (with collection calendar) to all existing and new accounts.	1-5	D, FC, SL
Education	Outreach to multicultural communities	Develop effective outreach materials for limited English-speaking multi-cultural residents. Transcribe materials for cultural relevancy. (Note: According to Census Bureau data, an estimated 18% of Park City residents speak a language other than English at home and 24% of the population identifies as Hispanic or Latino)[11].	1-5	P, SF
Education	Continue to promote onsite composting	Continue City partnerships with Recycle Utah on natural yard care. Continue to promote grasscycling and onsite composting. Explore opportunities to subsidize cost of home compost kits and mulching mowers.	1 & 3	A, BC, D, FC
Education	Promote food waste reduction and prevention	Consider outreach efforts aimed at food waste source reduction or prevention. Implementation of such a campaign may include a social media component and key promotional partnerships with Park City resorts that are successfully reducing and preventing food waste.	1	A, FC
Education	Work community-wide to promote paper reduction and recycling	Mixed paper represents a major diversion opportunity for both the residential and commercial sector. Consider developing a paper recycling/reduction campaign that addresses behavior at home and at work using a CBSM model.	2, 4, 5	P, D
Financial Incentive	Rate structure review for collection	Work with Summit County to review the rate structure to support and balance key waste prevention, recycling and composting, cost recovery, and equity goals.	1-5	T, FC, SL

[11] http://quickfacts.census.gov/qfd/states/49/4958070.html

Residential Curbside Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Regulation	**[LONG TERM]** Ban disposal of recyclables	After ensuring all residents have curbside recycling, consider establishing an ordinance banning the disposal of common curbside recyclables in the garbage. Develop enforcement mechanism; consider fines for recyclables found in garbage.	2, 4, 5	FC

Increase Commercial Recycling, Composting, and Waste Prevention

Commercial Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Collection Service	Work with haulers to expand existing food waste collection service	• Work with haulers to expand food waste collection to restaurants, grocery stores, schools, and other food generators. • Work with the County to ensure that even small businesses have access to affordable food waste collection. Encourage cart-based food waste collection for smaller food-related businesses, especially if residential curbside organics collection becomes available as part of the next hauling contract.	1 & 4	A, SF, SL
Collection Service	Extend current residential commingled recycling collection service to businesses	• Work with County and hauler to offer the same cart-based commingled recycling service as is currently offered to residential customers as an affordable alternative for small businesses.	2, 3, 5	T, F, A, BC, D, SF, SL

Education and Outreach	Expand on-site technical assistance to promote recycling and composting	Provide and promote availability of on-site technical assistance to businesses. Recommended elements are:
		• Targeted outreach based on one or more of the following:
		  ○ Light-touch visits to all businesses in dense business areas
		  ○ Sector-based outreach focusing on priority materials
		• Educational materials, as described below
			1-5	T, A, BC, FC

Commercial Recycling, Composting, and Waste Prevention Practice Type	 Strategy Name	 Description	Target Material	WAA Cities

Education and Outreach	Expand materials for technical assistance and education	Expand materials for technical assistance and education by:
		• Developing or obtaining a tool for quick on-site waste audits to provide instant feedback and recommendations. Topics to cover:
		    ○ Materials in waste and recycling
		    ○ Containers, service levels, costs, and appropriate contact (confirm and adjust if needed)
		    ○ Review indoor and outdoor collection containers, locations, color-coding, and signage
		    ○ Recycling opportunities and cost savings
		• Coordinating with existing recycling collectors to provide information on services and costs to businesses.
		• Developing free city resources to offer during site visits such as signage, container decals, posters, and indoor collection containers.
		• Developing case studies of businesses that have reduced waste and saved money through waste reduction and diversion programs.
		• Developing tools to support green teams and green champions within businesses.
		• Building on existing City, County, Park City Chamber of Commerce, or Recycle Utah websites and social media. However, do not develop new social media accounts just for one program. Use social media sites to “check in” at businesses during site visits, share photographs, and praise businesses that are doing well or have improved.
			1-5	T, A, BC, FC

Education and Outreach	Explore integrated on-site technical assistance	• Explore coordinating with other City departments and utilities to offer integrated assistance for targeted sectors; for example, food service businesses often have waste, water, and energy conservation opportunities and may have stormwater issues. One lower cost option is to cross-train City outreach staff to recognize the most common conservation opportunities to provide referrals to other departments.	1-5	FC, A
Education and Outreach	Explore development of a recognition program	• Explore development of a recognition program that rewards businesses with effective recycling and/or food waste collection programs with free promotion and marketing of green actions. • Develop potential partnership with an existing business association such as the Park City Chamber of Commerce, especially as a promotional partner.	1-5	A, SF

Commercial Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Regulation	**[LONG TERM]** Ban disposal of key recyclable materials	• After ensuring that recycling services are readily available to all businesses, ban the disposal of key recyclable materials, adding materials in phases. Start with high-grade paper and cardboard because they are clean and easy, then add other key materials such as aluminum cans, plastic bottles, and steel cans.	2, 3, 5	FC
Regulation	**[LONG TERM]** Require commercial property owners and businesses to arrange for recycling collection service (subscription or self-haul)	• Require property owners to provide recycling collection service OR demonstrate self-hauling to a recycling facility. ○ An alternative option is to require subscription for only large generators (such as businesses subscribing to 4 yards or more of collection service per week). • Ordinance should require property owners and businesses to provide color-coded and clearly labeled indoor and outdoor containers, clear signage, and tenant and employee education. (Note: Mandatory recycling ordinances have been used by Seattle and many municipalities in California.)	2, 3, 5	
Waste Prevention and Reuse	Promote edible food donation	• Partner with hunger relief organizations to facilitate donation of edible food from grocery stores, restaurants, and other food service businesses.	1	FC

Increase Multifamily Recycling, Composting, and Waste Prevention

Multifamily Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Infrastructure / Collection Services	Implement on-site infrastructure best practices	Dedicate PCMC outreach staff to work with hauler to implement a bundle of on-site best practices to make it easier for residents to recycle, including: • Co-locating garbage and recycling containers; • Color-coding containers, with recycling containers painted blue; and • Ensuring containers are labeled (on multiple sides as needed) with large, image-based container decals that identify the container as recycling or garbage.	1-5	A, SL
Education	Provide on-site technical assistance	Help property managers and owners determine the recycling service level that allows for an adequate level of recycling capacity. At least 30% recycling service to 70% garbage service based on experience at other multifamily properties.	1-5	T, FC
Education	Conduct annual multifamily outreach	Conduct annual outreach to multifamily complexes. Key elements include: • Maintaining a multifamily complex database with contact information for property manager or condominium board members (update database annually) and data on unit counts, occupancy, and current service levels. • Engaging property managers or condominium board members to obtain their assistance reaching residents and to offer assistance optimizing recycling and garbage service levels. • Ensuring outdoor containers are consistently color-coded (i.e., standardize recycling carts to be all dark blue) and clearly labeled with pictures of accepted and prohibited materials. • Conducting door-to-door outreach with bilingual outreach staff to provide face-to-face education, recycling guidelines sheet (with pictures), and recycling tote bags (for collecting and transporting recyclables). • Recruiting and training one multifamily resident in each complex to serve as volunteer recycling ambassadors who monitor the outdoor waste containers and help educate fellow residents (especially new residents). (Notes: could use summer interns, partnerships with community based organizations, or contractors for door-to-door outreach.)	1-5	FC

Multifamily Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Infrastructure	Bulky item reuse, refurbishment, and recycling	• Connect property managers with local reuse organizations and recyclers to offer free or low-cost curbside collection of appliances and other bulky items for recycling and reuse. Encourage property managers to include a drop-off opportunity at their existing community events. • Provide information to property managers and develop printed materials they can provide to residents who are moving in or out. • Explore whether some multifamily complexes have certain high-turnover periods in which hosting a special collection event would be worthwhile.	N/A	FC
Regulation	**[LONG TERM]** Require multifamily complexes to arrange for recycling collection service (subscription or self-haul)	• Require multifamily complexes to provide recycling collection containers that are color-coded, clearly labeled with images, co-located with garbage containers, and adequate to serve the number of tenants onsite. • Require complexes to provide recycling collection service OR demonstrate self-hauling to a recycling facility.	1-5	
Regulation	**[LONG TERM]** Ban disposal of key recyclable materials	Establish an ordinance banning the disposal of common curbside recyclables in the garbage at multifamily residences.	2, 4, 5	
Education	Outreach to multicultural communities	Develop effective outreach strategies and materials for limited-English multi-cultural communities: • Use image-based signage and educational materials to cross language barriers. • Engage individuals from targeted cultural communities to provide input on the design of outreach strategies and educational materials, as well as to provide face-to-face outreach (e.g., at public events or through door-to-door outreach). (Note: According to Census Bureau data, an estimated 18% of Park City residents speak a language other than English at home and 24% of the population identifies as Hispanic or Latino).[12]	1-5	

[12] http://quickfacts.census.gov/qfd/states/49/4958070.html

Increase Event Recycling, Composting, and Waste Prevention

Event Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Collection	**Provide recycling collection best practice resources to event organizers**	Provide collection best practices to event organizers; including tips for: • Ensuring that high-traffic areas have sufficient recycling capacity by increasing the number of stations in these areas. • Designating a sufficient number of stations per event. Consider waste generation levels for each event, and identify a number of recycling/garbage stations that should be available per hundred attendees. Depending on event size and generation levels, this may be one station per hundred attendees.	2, 3, 5	A, BC, SL
Collection	**Consider piloting food waste collection**	Work with event organizers to pilot back-of-house food waste collection programs.	1	BC
Collection, Education	**Create stations with co-located, color-coded bins**	Create special educational resources for events that can be customized by event organizers with specific materials, logos, etc. Ensure that signage uses consistent color-coding for effective collection. Utilize blue recycling bins placed next to trash cans to reduce contamination and make recycling convenient for attendees. Make sure recycling bins are clearly distinct from the trash bins by using blue color-coding, recycling signage.	2, 3, 5	A, SL
Education	**Help develop event recycling volunteer network**	Help event organizers recruit and train a network of volunteers (potentially high school students) to staff recycling stations in high-traffic areas at major events. Make sure each volunteer knows which materials can be recycled and where recycling stations are located. Request that event organizers provide incentives such as discounted or free event admission to volunteers.	2, 3, 5	A
Education	**Work with events to set annual recycling goals**	Help event organizers communicate recycling goals to attendees. A waste diversion goal, or simply a goal to recycle more of a certain item such as bottles, cans, or paper, is a great way to prioritize actions, get internal staff behind recycling, and inspire event attendees to join in the effort.	2, 3, 5	BC
Education	**Provide onsite technical assistance to event organizers**	Provide onsite technical assistance to event organizers to help them plan for effective recycling collection, including infrastructure and educational tools such as signage. If resources exist, consider offering recycling training to event vendors.	1-5	BC

Event Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Regulation	**Require event organizers to provide recycling at public events with over 50 attendees**	Require events with over 50 attendees to provide recycling collection. The City may consider developing a template contract for event organizers to use with vendors, requiring vendors to participate in the event's recycling and waste prevention efforts. Such a contract may encourage vendors to use recycling and waste prevention strategies, and can help vendors plan their activities and purchase appropriate containers to meet event guidelines.	2, 3, 5	SL
Education	**Include recycling/garbage procedures in the vendor handbook**	City may encourage event organizers to use their vendor handbook to explain the importance of recycling, and to make sure vendors know which items are recyclable at Park City events.	2, 3, 5	

Additional Resources and Samples

Residential	Link	Description of Resources, Samples
Commercial	**Link**	**Description of Resources, Samples**
	http://resourceventure.org/foodpluscompostables	
	http://www.calrecycle.ca.gov/recycle/commercial/	
	http://www.kirklandwa.gov/Community/Kirkland_Green/Green_Business_Program.htm	
	http://www.epa.gov/foodrecovery/	
Multifamily	**Link**	**Description of Resources, Samples**
	http://www.rethinkwaste.org/residents/multi-family-residences/property-owners-managers	Information, tools, and ideas from the South Bayside Waste Management District (San Mateo County, CA).
	http://wmnorthwest.com/2012summary/multifamily2.htm	Link to an internal multifamily recycling best practices study conducted by Cascadia Consulting for Waste Management in 2012.
	http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=9a40d187c3b02410VgnVCM10000071d60f89RCRD&vgnextchannel=e54c433112b02410VgnVCM10000071d60f89RCRD&vgnextfmt=default	Link to Toronto's 3Rs Ambassador Volunteer Program, that trains and provides tools and resources to multifamily residents that volunteer to lead recycling efforts at their complex.
Events	**Link**	**Description of Resources, Samples**
	http://americarecyclesday.org/recyclingatfairs	
	http://www.stopwaste.org/docs/specialevents-	

	swp.pdf
	https://www.folsom.ca.us/documents/PDFA4.pdf
	http://americarecyclesday.org/wp-content/uploads/2013/11/Green-Events-Planning-Guide-2011.pdf

To the Summit County Council:

Thank you for your willingness to consider the individual waste and recycling goals of municipalities within Summit County. We appreciate your support of Park City's ambitious sustainability goals, and firmly believe our partnership will yield positive results for our shared residents, businesses, and our environment.

The Summit County residential waste and recycling contract under consideration for renewal has brought zero waste conversations in Park City to the forefront. Our 2020 Community Vision identified that 78% of our residents want to see a bold change in environmental issues, and they specifically identified a zero-waste goal as a focus area. Survey respondents also ranked regional collaboration as a high priority for our community.

As you know, the Summit County Waste Master Plan recognized that the Three Mile Landfill has less than 35 years of life remaining. The plan estimates 80% of arriving waste at Three Mile Landfill can be recycled or composted. It also identified that much of Park City's waste that could be diverted but currently is not. At the October County Council meeting, Tim Loveday reaffirmed this by stating that large amounts of recyclables (including cardboard) and food waste continues to arrive at the Three Mile Landfill.

To address these issues, Park City intends to explore additional waste diversion strategies that would benefit Summit County landfills, including: opt-in food waste and brown waste collection, green waste collection, construction waste diversion, and expanded marketing and enforcement. Park City also would like to retain the option of additional waste diversion strategies within the existing RFP. The success of the Utah Communities Renewable Energy Program proves that collaborating will help us accelerate our mutual goals and broaden our impact. We hope the County Council and other Wasatch Back communities will continue to join us in pursuing zero-waste pathways for both residents and businesses.

When deliberating your new residential waste contract, we ask that you please consider Park City's zero-waste goals and ensure respondents include optional opt-in residential programs that increase waste diversion.

In the event you have additional questions, please reach out to Mayor Andy (andy@parkcity.org) to discuss how we can continue to collaborate to meet our communities' zero waste goals. We look forward to hearing from you.

Sincerely,
Mayor Andy & the Park City Council

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Mindy Finlinson
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section:

Subject:
Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2019

Suggested Action:

Attachments:
GFOA Certificate of Achievement for Excellence in Financial Reporting FY2019 Staff Report

Exhibit A: Certificate

Exhibit B: AFRA, Mindy Finlinson

City Council
Staff Communications Report

Subject:	**GFOA Certificate of Achievement for Excellence in Financial Reporting**
Author:	**Mindy Finlinson – Finance Manager**
Department:	**Finance**
Date:	**November 12, 2020**
Type of Item:	**Informational**

In October 2020 Park City Municipal was awarded the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting for our 2019 fiscal year end comprehensive annual financial report (CAFR). A Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. This is the fifteenth consecutive year that Park City has received this prestigious award.

The CAFR has been judged by an impartial panel to meet the highest standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA was awarded to Mindy Finlinson, Finance Manager. However, the Certificate could not be achieved without the help from the entire Finance Department along with help from Budget, Executive, Legal and all other City Departments.

Attachments:
Exhibit A: Certificate of Achievement for Excellence in Financial Reporting presented to Park City Municipal Corporation
Exhibit B: Award of Financial Reporting Achievement presented to Mindy Finlinson, Finance Manager.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Park City Municipal Corporation
Utah

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2019

Christopher P. Morrill

Executive Director/CEO

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Mindy Finlinson

Finance Manager

Park City Municipal Corporation, Utah

The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director Christopher P. Morrill

Date: 10/21/2020

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Alexandra Ananth
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Amending the 2012 Quinn's Junction Partnership Annexation Master Planned Development (Development Agreement), Located at 4001 Kearns Boulevard

Suggested Action:

Attachments:
4001 Kearns Staff Report

Exhibit A: Table of Allowed Square Footage

Exhibit B: Quinn's Junction Partnership Annexation Staff Report 05-17-2012

Exhibit C: Quinn's Junction Partnership Annexation Staff Report 05-24-2012

Exhibit D: Applicant's Submittal

City Council
Staff Communication Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject:	**Request to Amend the 2012 Development Agreement for the Quinn's Junction Partnership Annexation Master Plan Development, 4001 Kearns Blvd.**
Application:	**PL-20-04635**
Authors:	**Bruce Erickson, Planning Director Alexandra Ananth, Senior Planner**
Date:	**November 12, 2020**

Executive Summary

Quinn Capital Partners, represented by Trent Smith, Architect, submitted a pre-application to amend the 2012 Quinn's Junction Development Agreement to: 1) allow for Conditional Uses allowed under the RCO zone, but not stipulated in the Annexation Agreement; and 2) modify the number, heights, and footprints of the remaining buildings approved under the 2012 Development Agreement not yet constructed. The applicant believes there are 283,000 square feet of remaining density not yet constructed on the site. An approximately 91,000 square foot film studio exists on the site, but the remainder of the buildings, including a 100 key hotel, have yet to be constructed (Exhibit A - Table of Allowed Square Footage).

Staff Requests direction from Council on whether the Council would like to first discuss the pre-application in a Council Work Session regarding the Settlement Agreement and Annexation Agreement, or direct staff to proceed with a standard pre-application Conference and Work Session with the Planning Commission. This distinction is ultimately a Council decision, and staff desires direction on next steps.

Background

In 2012, the property owners requested annexation into Park City and CT-RCO zoning, contingent upon a Master Plan Development approval, for a 29.55 acre parcel of undeveloped land for the purpose of constructing 374,000 square feet of commercial uses, limited to a movie studio and media campus which, included a 100 room hotel, amphitheater, and associated support uses. The annexation was the result of extensive litigation and an eventual settlement agreement between the property owners and Summit County, for the long term development rights of this parcel.

See 2012 Staff Reports (Exhibit's B and C) for further background information.

Documents that govern the site include:

- The January 17, 2012 Annexation Agreement and simultaneous Zoning Map Amendment (Annexation Agreement);
- The January 18, 2012 County Settlement Agreement for Film and Media Campus (Settlement Agreement); and
- The May 24, 2012 Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development (Development Agreement), including Conditions of Approval.

Analysis

The proposed amendment is to re-configured the site plan and allow a mixed-use development, including new residential (in the form of affordable housing and market-rate senior-focused housing), small scale retail, restaurant, and general offices. A preliminary determination found that the proposed new uses are inconsistent with the original Approval Documents. Thus, the applicant requested a Work Session to discuss their proposal's possible community benefits and why they warrant amending the approved concept.

The existing site is zoned Community Transition (CT), with an MPD for a Film and Media Campus. Because the density and uses are non-conforming with the CT Zone, the City also added the Regional Commercial Overlay (RCO) to enable the parameters of the Settlement Agreement. The applicant is not currently proposing to change the zoning map, but staff advised that they must also submit a Zone Change application to allow for Uses beyond the Film and Media Campus approved in the Settlement Agreement and other Approval Documents. The RCO zoning was expressly limited to Uses allowed in the Settlement Agreement. Additionally, the application requires City Council approval to amend the Phasing Plan and clarify that the proposed amendment also amends the Annexation Agreement. Amending the Phasing Plan and MPD must be considered separately by both the Planning Commission and City Council. Generally:

1. The CT Zone (parcel base zone/density), a low density zone focused on quasi-public and institutional uses, open space and recreation, allows for 1 unit per 20 acres. Multi-Unit Dwellings are allowed as a Conditional Use within an MPD. The CT Zone does not allow for the proposed amended density.
2. The RCO Zone allows for Commercial Uses on properties not otherwise zoned for Commercial Uses. The applicant's proposed Uses are allowed under the RCO Zone as Conditional Uses but not under the re-zoning ordinance adopted pursuant to the Annexation Agreement. The applicant disagrees.

The City Council should consider if they would like to discuss an amendment to the Annexation Agreement and zoning map amendment at a future Work Session. Alternatively, staff will proceed with the traditional pre-application process and feedback, and the applicant can decide whether to move forward with a fully complete application.

Exhibits

Exhibit A – Attachment C of the Annexation Agreement, Table of Allowed Square Footage
Exhibit B – Annexation and Zoning Map Amendment Staff Report dated 5/17/12
Exhibit C – Annexation and Zoning Map Amendment Staff Report dated 5/24/12
Exhibit D – Applicant's Submittal

Attachment C

FILM AND TELEVISION/RECORDING STUDIO -PARK CITY

	Squae Footage	Bldg Number	Bldg Total SF
STUDIO LODGING	85,000	1	
RECORDING STUDIO	2,500	1	
DESTINATION SPA	6,000	1	
			93,500
AMPITHEATER	6,000	2	
			6,000
SPECIAL EVENT STAGE	15,000	3	
SCREENING ROOMS	14,000	3	
ENTERTAINMENT VENUE	3,000	3	
PERFORMANCE AREAS/ OTHER VILLAGE VENUES	17,500	3	
			49,500
STUDIO STORE/ OTHER VILLAGE VENUES/OFFICES	20,000	4	
			20,000
STUDIO TOUR AREAS	6,000	5	
OFFICES/ OTHHER VILLAGE VENUES	9,000	5	
			15,000
FOOD SERVICES COMMISSARY/ OFFICES ANCHOR TENANT	50,000	6	
			50,000
SOUNDSTAGES	48,000	7	
PRODUCTION SUPPORT/OFFICES	25,000	7	
			73,000
LIGHTING & GRIP	10,500	8	
WORKSHOP/EQUIPMENT STORAGE	10,500	8	
			21,000
EFFECTS STAGE/ OFFICES	46,000	9	
			46,000
		TOTAL SF	374,000

City Council
Staff Report

Subject:	**QUINN'S JUNCTION PARTNERSHIP ANNEXATION AND ZONING MAP AMENDMENT**
Date:	**May 17, 2012**
Project Number:	**PL-12-01473**
Type of Item:	**Legislative-Annexation and Zoning Map amendment**

Summary Recommendation
Staff recommends the City Council conduct a public hearing, discuss the proposed annexation application and MPD plans, provide direction, and continue this item to the May 24th meeting.

Purpose of this meeting
The purpose of this meeting is to: 1) introduce to the City Council the proposed Annexation and zoning application; 2) convey to the Council the Planning Commission's recommendation; 3) conduct a public hearing; 4) allow the Council an opportunity to provide direction to staff and the applicant regarding the progress on the site plan; and 5) provide direction and identify any specific issues or concerns regarding the MPD plans/development to enable action at the May 24th meeting.

Description

Project Name:	Quinn's Junction Partnership Annexation
Applicant:	Quinn's Junction Partnership ("QJP")
Representative:	Michael Martin, General Partner Quinn's Junction Partnership
Location:	Southwest quadrant of US 40 and SR 248 intersection
Proposed Zoning:	Community Transition and Regional Commercial Overlay (CT-RCO)
Adjacent Land Uses:	Dedicated open space, US 40 and SR 248, Quinn's Sports Complex and Open Space, Park City Heights MPD, Park City Medical Center, USSA Center of Excellence, Summit County Health Department, Medical Offices, Rail Trail recreation trail, Quinn's Water Treatment Plant, and vacant agricultural land.
Proposed Uses:	Movie studio, offices/retail, hotel, and associated uses (total of 374,000 square feet)

Proposal
The applicant is requesting annexation into Park City and zoning, with Master Plan Development approval, for a 29.55 acre parcel of undeveloped land for the purpose of constructing 374,000 square feet of commercial uses, limited to a

movie studio and media campus, including a 100 room hotel, amphitheater, and associated uses.

The property is located in the southwest quadrant of the Quinn's Junction Planning Area, at the intersection of US Highway 40 and State Road (SR) 248 (Exhibit A). The annexation plat and legal description are attached as Exhibit B.

The proposed zoning is Community Transition- Regional Commercial Overlay (CT-RCO) for the entire parcel. The use of the overlay zone recognizes the unique circumstances of the project and acknowledges the County's vested density determination based upon prior applications as limited to the express terms of the proposed MPD, without creating a precedent for adjacent parcels in the CT zone. A further commercial up-zone of other parcels in the existing City CT zone would remain inconsistent under the current Land Use plan of the General Plan.

The property is subject to a County Settlement Agreement (Exhibit C) that acknowledges a vested development right for a Film and Media Campus of 355,000 gross commercial square feet, with possible future phases, if the City denies annexation and the project is developed in Summit County.

Background

Why is the City re-considering Annexation?

The owners of the property have been attempting to develop the property in the County for over twenty years. The owners asserted that these efforts resulted in part from prior representations and assurances in conjunction with UDOT's reconstruction of US 40 and the SR248 intersection and condemnation of some portion of their property. As the various zoning disputes evolved, the owner and the County ended up in litigation in both state and federal court, as well as going through the Utah Private Property Ombudsman arbitration process. Development proposals have run the gamut from a small commercial highway gas station and motel, evaluation as a potential for the IHC hospital, and to a large entertainment and ski resort venue.

In 2005, the applicant petitioned the City for annexation concurrent with (but by separate petition) the Park City Heights project. The City was in the process of considering the adoption of the Community Transition (CT) zone which acknowledged commercial uses for the property at 3:1 unit/acre which was considered an up-zone from Summit County base zoning, but the zoning was still at a much lower density than the owner proposed (over 10:1). The City rejected the petition out of concern for the proposed density and timing of the annexation as it related to other areas, including IHC, Park City Heights and Osguthorpe, which if were not handled correctly may have resulted in lack of contiguity, an unincorporated island, etc. The owner sued the City and the City prevailed in state District Court. The owner appealed.

The owner withdrew the appeal of the dismissal when the property was under consideration for the U.S. Department of Defense/Air Force recreation facility and hotel in an effort to directly engage the City in negotiations towards a global settlement of all issues. While the City fairly successfully defeated federal attempts to circumvent local zoning by preemption, the project got new life under state legislation now known as MIDA (Military Installation Development Act), which extended broad powers of redevelopment authority on existing military bases to military land in other parts of the state, specifically in Summit (and later Wasatch) County. The legislation removed local planning authority over such military project area.

However, after another military hotel project area was chosen by MIDA, the QJP owners re-initiated their state and federal litigation against the County which had been largely stayed pending MIDA negotiations. QJP also secured an option with Raleigh Studios for a film and media campus and began lobbying the state for legislation similar to MIDA for a state economic development movie studio zone, again to remove local zoning authority from the County. Despite defeat of the legislation just last year, state legislative leadership strongly encouraged the County to resolve the matter prior to another legislative session, which likely would re-consider legislation introduced by studio supporters last year.

The City first asked the County if the parties could attempt to find an alternate location for the studio where it would comply with local zoning. The County agreed to let the City lead this effort and the parties explored several locations but ultimately could not arrange a land trade. When it became clear that QJP and the County were making significant progress towards settling their litigation and the settlement would likely result in density significantly above that previously contemplated, the City asked the County for the right to participate in the settlement so that the City could re-assess whether annexation would be appropriate in light of the newly proposed vested density in the County Settlement Agreement (Exhibit C).

Annexation Agreement

Because the County Settlement vests zoning with QJP based upon applications pre-dating the City's last decision on annexation of the project, the City Council determined that the City should have another bite at the apple and reconsider annexation under the original 2005 petition. Therefore, the City entered into an Annexation Agreement (Exhibit D) which re-opens the original annexation application from 2005, including applying the previously paid application fees towards the current review. Accordingly, the annexation petition is not subject to recent General Plan map amendments or pending changes to the General Plan.

The General Plan in effect for the 2005 review is the same as the current version, but for amendments made earlier this year for the CT zone and City boundary updates around the QJP property. Current Land Management Code provisions apply unless they conflict with express terms of the Annexation Agreement.

The City's efforts led to Planning Director Thomas Eddington's participation in refining the proposed site plan prior to its inclusion in the County Settlement Agreement. The "give" was that the City had to consider slightly higher density, although, the applicant asserts the County would be more receptive to an additional phase in the future beyond the 355,000. In addition to commercial use restrictions aimed at preventing direct ambush activity regarding Sundance, two noteworthy planning "gets" were:

1) The development and incorporation of design standards for the QJP project drafted to ensure compatibility with adjacent community transitional uses (IHC, USSA and PC Heights).
2) Site plan changes which include: a) elimination of water tower/highway sign or billboard; b) elimination of setbacks in exchange for additional height limits and shift of the building pads to provide parking in the back of the parcel, and siting smaller structures so as to step up to and screen the larger studio buildings. The City was less concerned with the northern/front setbacks given the steep grade change close to the interchange, and instead focused on moving the best designed building architecturally (hotel) to the most visible building pad. This also provided the opportunity for an open central area for use as an amphitheater.

Per said Agreement, if developed in the City, parameters include:

- Limited to 374,000 gross commercial square feet, excluding roads, parking lots, parking structures, porches, balconies, patios, decks, vent shafts, and courts.
- One (1) enclosed atrium that serves as a pedestrian connection between two building pads that is not a stand-alone building and that may not be converted to habitable space and is excluded from the gross commercial square feet.
- The site plan and berming are to be installed as identified in Attachment A of the Agreement.
- Final design approval of the project shall be by administrative Conditional Use Permit reviewed by the Park City Planning Department for compliance with the LMC.
- Building design shall comply with the Architectural Standards as identified in Attachment B of the Agreement.
- Green Building design and construction shall meet minimum Shadow LEED Standards.
- All signs shall comply with the Park City Sign Code, with no icon, water tower, or highway billboard signs permitted.
- No open space, setbacks, or affordable housing requirements may be imposed.

- Uses, including the proposed amphitheater, shall be of the type shown in Attachment C of the Agreement and/or consistent with the Film Studio and Campus concept and the gross square footage of those uses shall not exceed the allowed gross commercial square feet. The stage may not be oriented toward City open space and shall be reviewed for compliance with the Architectural Standards.
- The proposed hotel is limited to 100 rooms (keys).
- A maximum building height of 50 feet for sound stages, or a maximum height not to exceed 60 feet in Pad 7 of Attachment A (site plan), in the event a major, long –term film production contract necessitates the full studio height.
- No more than 70% of the remaining buildings are allowed a building height of 36-40 feet with all other buildings to be no more than 28 feet in height according to the CT Zone height limit.
- No building shall be greater than 28 feet in height unless it is located more than 150 feet from the center line of a public roadway.
- Smaller buildings are massed and/or placed strategically (from an overall design aesthetic) to break up the volumes of the Sound Stage Buildings to mitigate appearance of the vertical façade of the taller buildings.
- Visual impact of parking shall be mitigated by various methods.
- The Movie Studio portion of the campus may have perimeter and entry security controls.
- The applicant is responsible for coordinating water and utility service, which may include a third party provider, in compliance with applicable standards prior to annexation approval.
- Other provisions as outlined in the Annexation Agreement, including requirement that the applicant to create Covenants and Restrictions (CCRs) applicable to the entire property, including the Film Studio and all commercial owners and tenants, which prohibit commercial uses of any facility within the MPD which directly ambushes the Sundance Film Festival and other provisions as stated in said Agreement.
- If annexation is not approved, then development on this parcel will occur in Summit County subject to the County Settlement Agreement.

City Council approval of Annexation Agreement
In reviewing the Agreement the Council based the decision to approve the Agreement on the following "*Advantages to the City of Annexation"* as stated in the January 26, 2012 staff report:

- Influence the design: Where the proposed project is quite large and located at one of the City's two entry points, it is in the City's interest to ensure the project is well designed and consistent with the Park City brand. The design guidelines found in the Annexation Agreement (Exhibit

D) will ensure that the look of the project will be similar to that of other large buildings in the area, such as the hospital and requires the design and construction to meet at minimum shadow LEED Silver standards.

- Better manage the impacts: Where this project is currently within Park City's Annexation Declaration Area and located at one of Park City's two egress points, the project will have a greater impact on Park City than on the County as a whole. Additionally, given this proximity, it is likely the City will have a greater concern about strict adherence to this agreement.
- If the City will receive the impacts; the City should get the funds to mitigate those impacts: If the project is located within City limits, the City can use the tax revenue associated with the project to offset the impacts.
- A potential for a partnership with Sundance could result in a long term win–win for the state and local economies and cultural offerings of the City.

Revisions to the MPD plans

In response to Planning Commission comments and discussion at meetings in February, March and April, the applicant made the following revisions to the initial site plan:

1. Moved the largest building closer to the interior for better screening by smaller buildings and less impacts to the south HW40 off-ramp view.
2. Moved the hotel away from Hwy 248 with greater building setbacks and eliminated the amphitheater in the center of the site and added a stage building with lawn area to the south of the hotel. Moved the stage area closer to the hotel and opened up the open space/lawn area south of the hotel and stage as a better transition to the City's adjacent open space parcel.
3. Increased berming, landscaping, and secondary/lower buildings and trellises in front of taller building masses to mitigate visual impacts of the buildings from adjacent highways.
4. Oriented and clustered tighter, the event/film screening building towards internal campus with pedestrian connectivity through the site and to proposed area trails. Reduced overall entertainment focus, in terms of size of tours, tourist elements, etc.
5. Proposed trails and trail connections to adjacent properties, including a connection to the Park City Heights rail trail connector trail. Indicated trail head amenities, information kiosk, parking, public restrooms.
6. Provided a revised open space analysis and plan and increased total open space by increasing landscaping and storm drainage storage areas and by decreasing total surface parking. Provided concept landscape plan with concept plan images.
7. Provided a parking construction phasing plan.

8. Provided additional visual analysis, building schematics and perspectives, building cross sections, and building floor area/height/square footage/use breakdown.
9. Provided fencing plan and design concepts.
10. Moved the previous furthest north building (Building 9) into the central studio area of the site close to the large sound stage building, connecting it in a manner that provides additional stepping of building mass and height. A building height exhibit was prepared and cross referenced to the site schematics exhibits. This decreases visual impacts on Hwy 248 as well as the southbound US 40 off ramp.
11. Moved the entire hotel out of the SR 248 setback line described in the Annexation Agreement, not just that portion with the extended height as required by the Annexation Agreement.
12. Removed the detached casitas from the SR 248 frontage area (these were shown on one early iteration).
13. Moved the small recording studio closer to the hotel with a connection from the underground parking area.
14. Added building articulation to address building massing with both horizontal and vertical elements, including both elevation and roof element variation.
15. Added several trellis features over areas of surface parking to reduce impacts of the parking as well as reduce the visible massing of the large sound stage as viewed from US40, design details of these trellis have not been decided. Increased width of interior parking landscaped areas.
16. Identified the location and described the atrium element as an enclosed “outdoor” space with large windows and plants to provide both a circulation area between the hotel and the meeting rooms and an area for pre-functions as further described in the Annexation Agreement. Located on the south side of the hotel towards the eastern wing. Eliminated a second atrium area over the retail uses.
17. Indicated green sloping away roofs for the smaller buildings along 248, including the stage, recording studio, and possibly the northern most building.
18. Further modified, re-oriented and clustered tighter, the event/film screening/office/entertainment buildings towards an internal campus with more direct pedestrian connectivity through the site and to proposed area trails with better relationship to the hotel.
19. Provided a revised bus turn around within the site to allow buses to enter and exit the site at the traffic signal to facilitate both inbound and outbound routes.

20. Provided architectural design objectives and concepts in illustrative form using precedent images for building design, form, elements, materials, and colors. The applicant proposes to group various building/activity areas into architectural zones to better develop architectural concepts for the different areas- in form and function and relationship to the site (e.g. 248 frontage zone, main/grand entry area, hotel and amphitheater area, sound stages, retail/public/entertainment, etc.) Provided additional architectural/materials details for the sound stage building (Building 7).
21. Provided building overlay comparisons with existing buildings in the area (Medical Center, Ice Rink, Hotel Park City, Summit Co Health, USSA).
22. Deleted the secondary access closest to the US 40 on ramp.
23. Further reduced parking and indicated the 14 long vehicle parking.

Annexation Review Process
On January 20, 2012, the applicant re-filed an annexation petition with the City Recorder for annexation of one (1) 29.55 acre metes and bounds parcel that is currently within the jurisdiction of Summit County. The petition was accepted by the City Council on January 26, 2012 and certified by the City Recorder on February 2, 2012. Notice of certification was mailed to affected entities on February 2, 1012, as required by the State Code. The protest period for acceptance of the petition ended on March 5, 2012. No protests were filed by that date.

On February 22, 2012, the Planning Commission met in work session to review background information, ask questions, and provide discussion points regarding the annexation and elements of the MPD site plan. On March 14th the applicant's directed a site visit and the Planning Commission conducted a public hearing later that evening.

The Planning Commission also conducted public hearings on March 28th, April 11th and 25th providing input on the site plan and architectural design and details.

On April 25th the Planning Commission forwarded a negative recommendation to the City Council (see detailed narrative below).

For additional background information, all reports, exhibits and minutes are available on the City's web site www.parkcity.org, under the Community Development tab and the Quinn's Junction Partnership Annexation web page, or from the Planning Department.

<u>Planning Commission recommendation</u>
The Planning Commission recommendation is outlined below. On April 25, 2012, the Planning Commission conducted a final public hearing and voted (4 to 2) to forward to City Council a negative recommendation on the Quinn's Junction

Partnership annexation and zoning petition, according to the findings of fact and conclusions of law outlined below (see Minutes in Exhibit E):

Findings of Fact

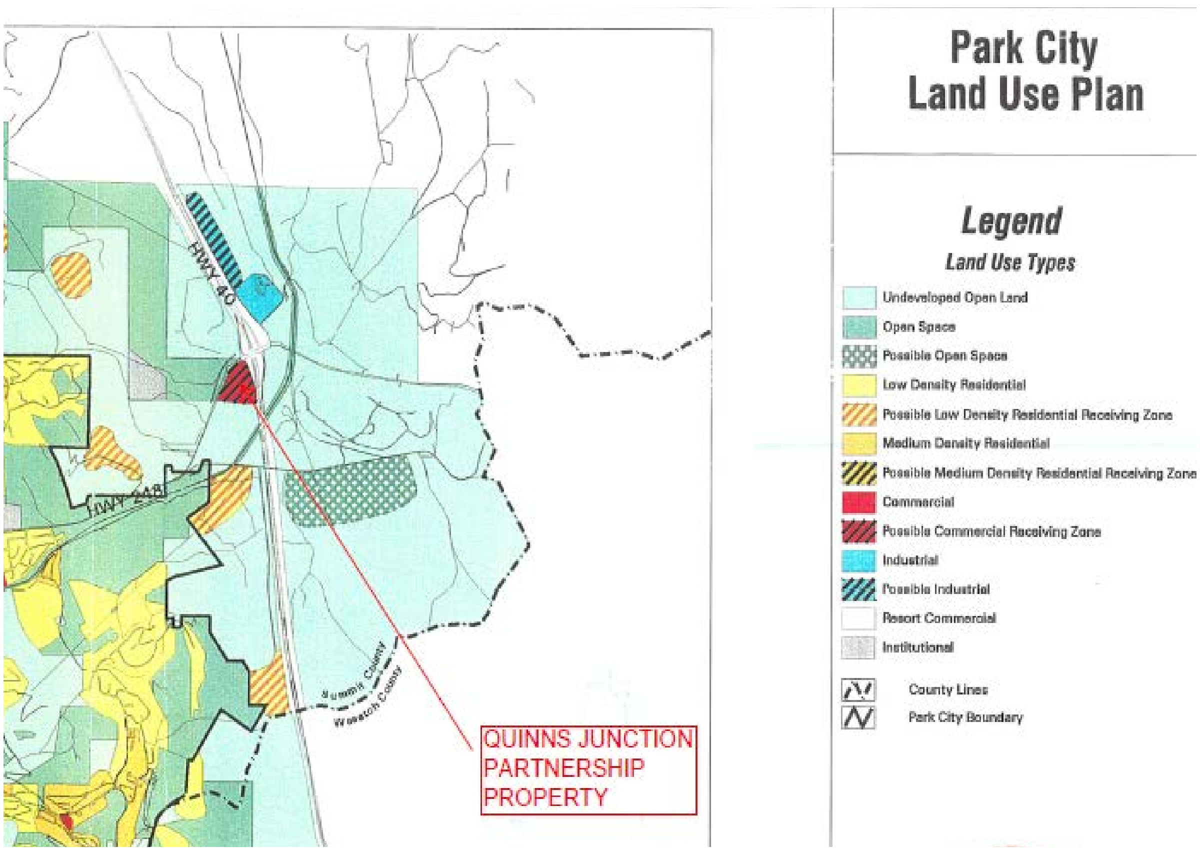
1. The proposed Annexation and Zoning does not comply with the Park City General Plan in that the proposed Raleigh Studios MPD development is specifically attached by Agreement to this Annexation, and creates the following compliance issues:
    a. The proposed development is primarily an independent studio/warehouse use and as such is not a neighborhood or resort commercial use. The hotel and other support uses have the primary purpose of supporting the studio activity as opposed to resort economy and general plan principles.
    b. The proposed development is primarily commercial and will substantially increase traffic on Highway 248 and the traffic impacts have not been sufficiently mitigated.
    c. The proposed development does not meet the CT zone requirements for open space, parking, and setbacks due to the Settlement Agreement. These elements were alluded to in the goals for this planning area that became the CT zone.
    d. The development does not enhance the visual experience for visitors and residents using this entrance to the City because the massing, density and setbacks are not compatible with adjacent properties due to the waiver of zone requirements.
    e. The development does not improve vehicular access to this planning area with signalized intersections and grade separated trail crossings. Proposed additional access points without signalization will compound conflicting traffic movements and create additional traffic volume and back-ups.
    f. The development proposes 3 entrances and does not limit driveways and intersections on Highway 248.
    g. The development does not provide a diversity of housing opportunities.
    h. The development does not retain the community amenity, enhance the open space buffer around the City, or preserve the gateways to the City.
    i. The development does not preserve the mountain resort and historic character of Park City.
    j. The development is not a case of working effectively with other government agencies to achieve goals of the General Plan.
    k. The development does not maintain the unique identity and character of an historic community.
    l. The development does not manage the amount, rate, form and location of growth.
2. Should the City Council determine to annex the property, the Planning Commission notes the conditions of approval as included in the attached draft Ordinance (see Attached Ordinance)?

Conclusions of Law

1. The proposed annexation is not consistent with the Annexation Policy Plan, Quinn's Junction Study Area, and the Park City General Plan (2005).
2. The annexation would harm the health, safety and welfare of the residents of Park City.

Planning Department Analysis

The General Plan (1997/2005) designates the QJP parcel as a potential "Commercial Receiving Zone" as part of the Park City Land Use Plan.



Obviously, the Annexation Agreement (as part of the broader County Settlement Agreement) waives several conditions typically applied to annexations by local code. The Council determination that these provisions are inapplicable due to the vested rights of prior County applications is consistent with LMC § 15-8-5(C), which provides that "unless the City Council finds that the circumstances of the annexation are such that a condition or conditions do not apply," and goes on to indicate that such a finding may happen when "unusual or unique circumstances may emerge from time to time where special conditions may apply."

This is not the first time the City has been forced into a pragmatic decision whether to attempt to improve and mitigate a proposed project on its borders which already had vested rights in excess of City standards and code provisions. The Deer Crest Annexation (including the St. Regis Hotel) is another example where the project had density and height approvals in Wasatch County in excess of those identified in our annexation planning area and proposed zoning. The City determined that control of access through old Keetley Road and protection of the Deer Valley resort brand outweighed normal planning conditions and entered into a similar settlement agreement with Wasatch County, Queen Ester HOA and the applicant which resulted in a compromised solution that achieved the City's primary planning objectives, while reducing impacts of the development to the greatest degree possible.

The Council is tasked with a similar difficult balancing act here. The Council must decide whether local authority over site planning and design, and limiting commercial uses consistent and hopefully in partnership with Sundance Film Festival, are worth waiving certain conditions in exchange for others.

As a legislative act, qualified by the express conditions of a settlement agreement, the annexation decision is a unique tool for the City to protect its entry corridor and fundamental General Plan and sustainability principles.

The property is located within the Park City Municipal Corporation Annexation Expansion Area boundary, as described in the adopted Annexation Policy Plan (Land Management Code (LMC) Chapter 8) and is contiguous with the current Park City Municipal Boundary along the south boundary with Park City Heights MPD. The property is the entirety of land owned in this location by this applicant. Summit County recently considered their affected entity notice and communicated support for City annexation.

Access to the property is from State Road (SR) 248 a major highway and entry corridor to Park City. Proposed access point to the property is on the east side of the existing intersection of SR 248 and Round Valley Drive. The applicant participated with UDOT during the design and construction of the intersection during the IHC approval process to provide for access to the property.

As part of the County Settlement Agreement, the Council agreed to enter into the associated Annexation Agreement between the City and QJP. This Annexation Agreement stipulates that the Annexation shall include an approved Master Planned Development. MPD application material and supporting information have been reviewed by the Planning Commission and several revisions resulted (see above list).

Review pursuant to Utah Code Annotated (UCA) Sections 10-2-401, 10-2-402 and 10-2-403

The annexation petition has been reviewed pursuant to the Utah Code Annotated (UCA) Sections 10-2-401, 10-2-402 and 10-2-403.

The annexation petition requirements set forth in these sections of the UCA have been met; including issues of 1) contiguity and municipal annexation expansion area, 2) boundaries drawn along existing local districts, special districts and other taxing entities, and 3) for the content of the petition.

<u>Review pursuant to the Annexation Policy Plan- purpose</u>

Chapter 8 of the Land Management Code is considered Park City's annexation policy plan and declaration. In Section 15-8-1 the Code states the following:

> *The annexation requirements specified in this Chapter are intended to protect the general interests and character of the community; assure orderly growth and development of the Park City community in terms of utilities and public services; preserve open space, enhance parks and trails; ensure environmental quality; protect entry corridors, view sheds and environmentally Sensitive Lands; preserve Historic and cultural resources; create buffer areas; protect public health, safety, and welfare; and ensure that annexations are approved consistent with the Park City General Plan and Utah State Law.*

In addition the Annexation Policy Plan states:

> *If practical and feasible, boundaries of an Area proposed for annexation shall be drawn:*
>
> *(A) Along the boundaries of existing special districts for sewer, water, fire, and other services, along the boundaries of school districts whose boundaries follow City boundaries… and along the boundaries of other taxing entities;*
> *(B) To eliminate islands and peninsulas of territory that is not receiving municipal type services;*
> *(C) To facilitate the consolidation of overlapping functions of local government;*
> *(D) To promote the efficient delivery of services; and*
> *(E) To encourage the equitable distribution of community resources and obligations.*
>
> *It is the intent of this Chapter to ensure that Property annexed to the City will contribute to the attractiveness of the community and will enhance the resort image which is critical for economic viability, and that the potential deficit of revenue against expense to the City is not unreasonable.*

<u>Review pursuant to the Annexation Policy Plan- requirements</u>

The Annexation Policy Plan (see Section 15-8-5 (B)) requires an annexation evaluation and staff report to be presented that contains the following items:

1. <u>General Requirements of Section 15-8-2</u>

See below for detailed analysis of the annexation as it relates to Section 15-8-2.

2. Map and natural features

The property consists of a 29.55 acre parcel that is contiguous to the Park City Municipal boundary. The parcel is within the Annexation Expansion Area, as described by the adopted Annexation Policy Plan. The property is undeveloped pasture land.

The Pace-Homer irrigation ditch traverses the center of the property in a north-south direction. Staff will provide additional analysis of the Baseline Survey for the public hearing.

A small area of designated wetlands is identified on the far northeast boundary within the UDOT ROW. This area appears adjacent to the property and staff will likely recommend conditions as part of the Construction Mitigation Plan to mitigate any potential impacts.

There are no steep or very steep slopes as the property is relatively flat with an overall slope of less than 15%. The property is bordered by highways on three sides and open space along the south side.

The Baseline Survey did not indicate areas of flood plain hazard.

3. Density

The applicant seeks to develop 374,000 square feet of commercial uses, including a movie studio, a 100 room hotel, amphitheater, and associated uses. No residential density or population exists on the property and no new residents are proposed.

4. Land Uses-existing and proposed

Wildlife - The applicant provided wildlife information from the Utah Division of Wildlife. A specific wildlife study was not conducted. Deer, elk, and moose may be found on the property, which is adjacent to areas of undeveloped lands and designated open space. The area is also bounded on three sides by major highways and has very little cover for wildlife protection. Native and non-native grasses and low shrubs cover the property. In terms of species of special interest, the property is not within areas identified as critical sage grouse habitat.

Environmental Issues – The applicant provided a copy of an Environmental Baseline Survey for Quinn’s Junction completed in May 2007 by URS Corporation for Hill AFB. The baseline survey was completed for the property per ASTM Standard Practice for Environmental Site Assessments, E 1527-05. The intent of the survey was to determine if there are any documented environmental conditions on or near the property that provide a potential for contamination. The survey found no listed database findings for the subject property and two sites with environmental conditions were identified within a one-mile radius. These sites include the Richardson Flat Tailings, listed as a National Priority List, as well as a Comprehensive Environmental Response, Compensation, Liability Information System (CERCLIS) ENG, ROD site. Both sites are outside of the subject property boundaries and at lower elevation, down gradient from subject property and therefore unlikely that these sites pose an environmental threat to the groundwater on the subject property.

The annexation is outside the City's Soils Ordinance District. The baseline survey did not find evidence of contamination from mine tailings or other contaminants that would have been brought to this property by the ditch and that would cause soil or groundwater contamination concerns. The sources for this ditch include Dority Spring, Pace Homer Spring, and other small springs in the Park City area to the west of the property. While the ditch parallels Silver Creek for most of its length, it is at a higher elevation protecting it from possible contamination by the waters of Silver Creek, and does not appear to have been used for many years.

The survey indicates that the annexation property has not been contaminated by historic mining impacts or other industry and though near contaminated sites, it is unlikely to be impacted by those sites.

Staff recommends an additional condition of approval that specific soils test pits be reviewed prior to building permit issuance and if environmental issues are present, a mitigation plan shall be required prior to issuance of any permits.

<u>Utilities & Access</u>

- At this time the applicant has proposed a preliminary utility and access strategy to serve the property. Water is proposed from Summit Water Distribution with lines stubbed in from the north. Sewer service is provided by SBWRD who shall approve the utility plan and plat prior to recordation. A line extension agreement with SBWRD to extend sewer to the Property is the applicant's responsibility and shall occur prior to recordation of the final subdivision plat. Other utilities are available in the area and will need to be extended to this site.
- A utility plan is required to be submitted with the final subdivision plat, for review and approval by the City Engineer, as a condition precedent to recordation of the subdivision plat.
- Appropriate guarantees for any public improvements associated with development on this property will be required prior to issuance of any building permits. Fire hydrant locations will need to be addressed to the satisfaction of the City Engineer and Fire Marshall.
- Access to the property is from State Road (SR) 248, a major highway and entry corridor to Park City, on the east side of the existing signalized intersection of SR 248 and Round Valley Drive. The applicant participated with UDOT during the design and construction of the intersection during the IHC approval process to provide for access to the property. The current proposal has one additional driveway. The previously shown northern secondary access has been abandoned. Final approval for the

secondary access has not been granted by UDOT or the City as it requires an amendment to the Corridor Preservation Plan, an agreement between Park City, Summit County, and UDOT.

5. Character and Development of adjacent property

The applicant submitted information regarding surrounding areas within one mile of the annexation property. This information is described and mapped in the Environmental Baseline Survey. Information in the Survey includes land uses, topography, natural areas such as streams and wetlands, wildlife areas, historic and cultural sites, environmental sites, photos of existing conditions, utilities and roads, hydrology and flood plains, wells (water, gas, oil, other), radon, and FCC and FAA sites.

Surrounding land uses include dedicated open space, highways US 40 and SR 248, Quinn's Sports Complex and City open space, Park City Heights MPD, Park City Medical Center, USSA Center of Excellence, Summit County Health Department, Medical Offices, Rail Trail recreation trail, Quinn's Water Treatment Plant, and vacant agricultural land.

The character of development on adjacent properties is generally large buildings in a campus like setting, surrounded by connected open space, with a pattern of trails and connections providing an alternative to roadways. Adjacent properties also include Highways, utilities, Rail Trail, future residential development (Park City Heights), and open space.

6. Zoning- existing and proposed

The property is subject to a County Settlement Agreement which acknowledges a vested development right for a Film and Media Campus up to 355,000 square feet. The applicant is requesting the property be annexed and zoned Community Transition- Regional Commercial Overlay (CT-RCO). This zoning designation is Community Transition zoning with a Regional Commercial Overlay. The purpose of the RCO zone is to allow, through an MPD, specific commercial development and land uses per LMC Sections 15-2.17.3 – 15-2.17-5 as outlined in the Settlement Agreement. The Annexation Agreement (Exhibit D) further defines development parameters of the MPD for this property.

7. Goals and Policies of the Park City General Plan

(See (B) below.)

8. Assessed valuation

Annexation of the proposed area will have a positive impact on the property's assessed valuation and additional property tax revenue will be generated.

9. Demand for municipal services

All essential services will be provided by existing entities. These services include: Park City Fire District, Snyderville Basin Water Reclamation District (SBWRD - sewer), Park City School District, Questar gas, Rocky Mountain

Power- power, Comcast - cable, Qwest - gas, and BFI trash removal. The property is subject to the Annexation Agreement that allows a third party water provider- Summit Water. A final utility plan will be submitted for approval by the City Engineer, as a condition precedent to recordation of the final subdivision plat.

10. Effect on City boundaries

This annexation does not create an island, peninsula, or other irregular shaped City boundary. This annexation provides contiguity to the City Limits along the south boundary contiguous with the Park City Heights Annexation and MPD. The property is within the City's Annexation Expansion Area boundary and the City has expectations that this Property will be part of the City.

11. Timetable for extending services

The property is subject to an Annexation Agreement that allows a third party water provider. Other utilities are to be extended from utilities in the area. A final utility plan will be submitted for approval by the City Engineer, as a condition precedent to recordation of the final subdivision plat. A timetable of extending these services shall be provided with the final subdivision plat application. Sewer service is provided by SBWRD who shall approve the utility plan and plat prior to recordation. A line extension agreement with SBWRD to extend sewer to the Property is the applicant's responsibility and shall occur prior to recordation of the final subdivision plat.

12. Revenue versus costs

While the City's Budget Department does not prepare property assessments or typically make estimates on property tax values, the Department was asked to provide a second look at the preliminary estimates on the Quinn's Junction Raleigh Studios Project which have been provided to the City. The estimates provided to the City on January 20, 2012 appear to be from an analysis originally prepared for Summit County in 2006. It is the recommendation of the Budget Department that if revenue generation is a deciding factor in the approval of the annex, that the City consider retaining a firm which can provide a more accurate, up-to-date and Park City specific, assessment of the potential property value as well as potential sales tax generation.

Using the most up to date project estimates as to building use and square footage (3/12/2012), the Budget Department attempted to match existing building type and usage to those proposed, in order to have an idea of the potential property tax which might be generated for the City from the project. Based on similar properties in Park City and Summit County the Department estimates that the project may generate in the range of $50,000 to $75,000 in annual property tax revenue to the Park City General Fund at build out (this does not include property tax generated to pay GO bond debt service). Using the same square footage and use type, the property tax estimate for value per square foot provides by SAGE would estimate that the project would generate $180,000 annually for the Park City General Fund. Staff will provide additional economic analysis for the public hearing.

13. Tax consequences

The property will be entirely privately owned. Revenue will be generated through property taxation, sales taxation, and other forms of taxation specific to the uses (resort sales and lodging taxes, transit taxes, etc) The City will gain revenue if this parcel is annexed and developed within the City limits.

14. Impact on Summit County

Summit County will lose that portion of sales tax revenue that will be paid to Park City; however Park City not Summit County will be responsible for providing municipal services.

15. Historic and cultural resources

The Environmental Baseline Survey identified the area as adjacent to a Federal Historic Area due to the existence of the Union Pacific Park City Branch Railroad Grade in the area, which is on the National Register of Historic Places. No other historic or cultural resources were mapped. No historic sites or structures are on the property.

Review pursuant to the Annexation Policy Plan- Section 15-8-2- General Requirements

City Staff has reviewed the proposed annexation and preliminary plat against the following general requirements established for annexation to Park City as presented in LMC Section 15-8-2, as follows:

(A) Property under consideration of annexation must be considered a logical extension of the City boundaries.

The property is contiguous to the Park City Municipal boundary at the southern boundary with Park City Heights Master Planned Development. The property west across SR 248 is within the Park City Municipal Boundary. The property is a logical extension of the City boundaries and is within the Park City Annexation Expansion Area boundary.

(B) Annexation of Property to the City must be consistent with the intent and purposes of this Chapter and the Park City General Plan.

This annexation proposal has been submitted and processed consistent with the intent and purposes of LMC Chapter 8, the Annexation Policy Plan. The annexation petition has been accepted by the City Council and the petition certified by the City Recorder. The applicant submitted all required documents and information, per LMC Section 15-8-3 (A)-(J). Affected entities have been noticed of the petition acceptance by the City Council.

The property has been posted for all public hearings. Affected property owners were notified of the public hearings and legal notice of the hearing will be published in the Park Record. The property falls within the Park City Annexation Expansion Area boundary. A public open house was

conducted by the Applicants on March 27th.

Although not within the City Limits, the Annexation Policy Plan anticipates that this property will be annexed and the General Plan identifies this parcel as being in the Highway 40/248 Southwest planning area. Applicable objectives and goals of this planning area are as follows:

- ***There may be an opportunity to create a special development concept at the southwest corner for some anticipated neighborhood or resort support commercial uses.***
- ***This area should not be developed with commercial uses that substantially increase traffic on Highway 248.***
- ***Establish guidelines for mixed-use, clustered, commercial development on the southwest corner parcel.***
- ***The design of future structures in this area should be in scale and character with the rural mountain character of the area. This area when developed should enhance rather than detract from the aesthetic quality of the entry corridor. A standard highway strip commercial development would not be favorably considered.***
- ***Parking should be at the back or sides of the buildings to avoid a foreground of asphalt for the visitor traveling along the entry corridor (SR 248).***
- ***Landscaping will be critical along the entry corridor to soften the view toward the commercial structures.***
- ***Landscape material native to the region should be used as the dominant material.***
- ***Focus on gateway aspects of site design.***
- ***Modify the existing entry corridor overlay zone (ECOZ) as necessary to assure adequate setbacks for structures, parking standards, lighting regulations, design criteria, and landscaping.***
- ***Enhance the visual experience for visitors and residents using this entrance to the City.***
- ***Improve vehicular access to this Planning Area (i.e. with signalized intersections, grade separated trail crossing, etc.).***
- ***Limit driveways and intersections on Highway 248.***

Additionally, the General Plan establishes goals designed to address foreseeable problems and express community aspirations (General Plan p. 5-10). The applicable key goals include:

- ***Preserve the mountain resort and historic character of Park City.***
- ***Preserve environmental quality, open space, and outdoor recreational opportunities.***

- ***Maintain the high quality of public services and facilities.***
- ***Work effectively with other governmental agencies to achieve the goals of the General Plan.***
- ***Maintain the unique identity and character of an historic community.***
- ***Manage the amount, rate, form, and location of growth.***
- ***Involve the community in decision making.***
- ***Plan for realistic population growth consistent with the City's vision***

(C) Every annexation shall include the greatest amount of Property possible that is a contiguous Area and that is contiguous to the City's municipal boundaries.

The annexation includes the greatest amount of Property possible that is a contiguous area and that is contiguous to the municipal boundaries.

(D) Piecemeal annexation of individual small Properties shall be discouraged if larger contiguous Parcels are available for annexation within a reasonable time frame in order to avoid repetitious annexations.

The annexation area constitutes the largest area possible owned by the applicant (see above) and is not a piecemeal annexation of individual small Properties.

(E) Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided.

This annexation does not create an island or peninsula of County property. The proposed annexation boundary follows the City's Annexation Expansion Area boundary and is not an irregular boundary. A separate annexation petition is being prepared for the adjacent SR 248, Osguthorpe and all of the City-owned Round Valley open space.

(F) In addition to services provided by existing districts, such as sewer, fire protection, and public schools, the following urban level services, consistent with those normally provided in the rest of the incorporated boundaries will be provided to the annexed Areas:

- Police protection - ***City Police protection will be provided if annexed.***
- Snow removal on Public Streets- ***No public streets.***
- Street maintenance- ***No public Streets.***
- Planning, zoning, and Code enforcement- ***Currently by Summit County Planning and Building Department and would transfer to the City departments of planning, building, and engineering.***
- Availability of municipal sponsored parks and recreational activities and cultural events and facilities ***Parks are public and open to County and City residents. This annexation will provide trail connections to existing trails within the City and to future open space and recreation parcels, such as a connection to the Rail Trail***

recreational trail system and a continuation of the existing sidewalk system along SR 248 to the intersection with Round Valley Drive and south to the property line.

- Water services as the Area is developed. Existing water treatment and storage facilities may currently be inadequate to provide services to the annexed Area. Developers of the annexed Area are required to pay for the cost of improvements related to the extension of and connection with the City lines and systems as well as participate in additional improvements such as storage capacity and distribution as necessary for safe, reliable, and efficient water flows. ***Annexation Agreement allows a third party water provider. A final utility plan will be submitted for approval by the City Engineer, as a condition precedent to recordation of the final subdivision plat.***

(G) If feasible and practical, water and sewer lines shall be extended to the Area proposed for annexation. Expenses associated with such extension shall be the responsibility of the Applicant(s). The City shall determine timing and capacity of extending water to the proposed annexation area. The Water Reclamation district shall determine timing and capacity of extending sewer service to the proposed annexation area. ***Annexation Agreement allows third party water provider. A final utility plan will be submitted for approval by the City Engineer, as a condition precedent to recordation of the final subdivision plat. Sewer service is provided by SBWRD who shall approve the utility plan and plat prior to recordation.***

(H) Before considering requests for annexation the City shall carefully analyze the impacts of annexation of an Area, taking into consideration whether the Area will create negative impacts on the City and considering whether the City can economically provide services to the annexed Area. Community issues such as location and adequacy of schools and community facilities, traffic, fire protection, particularly in Wildfire/Wildland Interface Zones, useable open space and recreation Areas, protection of Sensitive Lands, conservation of natural resources, protection of view corridors**,** protection and preservation of Historic resources, affordable housing, balance of housing types and ownership, adequate water and sewer capacity to serve the future needs of the proposed annexation Areas shall also be considered. ***The property is subject to an Annexation Agreement the purpose of which is to facilitate development of a movie/film studio and associated uses, with local influence over the design, construction, and restrictions of the CCRs. Impacts of this development have been taken into consideration in said Agreement. Review of the MPD site plan will consider issues of traffic, fire protection and access, open space, trails, protection of Sensitive Areas, protection of view corridors, and whether adequate water and sewer capacity exist to serve the future needs of the annexed area.***

(I) Situations may exist where it is in the public interest to preserve certain lands from Development where there exist Geologic Hazards, excessive Slopes, flood plains or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexation may occur as a means of retaining those lands in a natural state. ***The property of this annexation does not contain existing Geologic Hazards, excessive Slopes, or flood plains. The property is currently vacant pasture land with native grasses and an existing irrigation ditch that has not been used for several years.***

(J) The City shall consider annexation of unincorporated Areas of Summit County that are within the annexation expansion Area. ***The property is within unincorporated Summit County and is within City's annexation expansion Area.***

(K) In general, the City does not favor annexation of territory, which should be located within another municipality, nor does it favor the annexation of unincorporated territory solely for the purpose of acquiring municipal revenues, or for retarding the capacity of another municipality to annex. ***The property is not within another municipality and the annexation is not solely for the purpose of acquiring municipal revenues or for retarding the capacity of another municipality to annex this property.***

(L) Annexations that expand the resort and/or tourist economy provide second home or rental residential Properties, preserve environmentally Sensitive Lands, and provide significant public open space and community facilities are preferred.

- ***The purpose of this annexation is to facilitate a well designed movie/film studio complex that meets established Design Guidelines of the LMC as well as specific guidelines that are part of the Annexation Agreement (Exhibit D). In addition, the Planning Commission and Staff have reviewed the MPD plans that further establish development and design guidelines by which to review the administrative Conditional Use Permit.***
- ***A movie/film studio and associated uses could contribute to an expanded resort and/or tourist economy and help diversify the predominantly seasonal economy depending on the quality of the final development.***
- ***Being able to influence the design of a development at one of Park City's primary entry corridors is a consideration of this annexation as well as establish local control for future projects, activities, sign applications, special events, etc.***
- ***If the development is constructed within the Park City municipal boundary the project will be built to LEED Shadow Standards and***

per the Annexation Agreement will be required to create CCRs that protect the Sundance Film Festival from direct ambush uses, thus further enhancing the existing tourist economy.

- ***The is adjacent to and across from existing public open space and community facilities.***

<u>Review of MPD pursuant to the Annexation Agreement and LMC and compared with the County Code</u>

- A matrix of the MPD requirements and Annexation Agreement items comparing the City and County requirements has been provided for Council's consideration (Exhibit H). Upon completion of the review, Staff finds that the City's LMC, combined with the Annexation Agreement, provides the benefit of additional review criteria, particularly for architectural design elements, materials, finishes, parking lot landscaping, lighting standards, and signs, when compared to the County Code and County Settlement Agreement.

- Final MPD Plans and administrative CUP applications must comply with LMC requirements that are not in conflict with stipulations of the Annexation Agreement.

<u>Planning Department – An Overall Assessment of the Annexation and MPD</u>

There are general goals within the General Plan where this project may fall short and where the portfolio approach as identified in the City's 2009 Visioning Plan may be a better way to measure the pros and cons of this annexation and associated development. Given that annexation is a legislative act and that, qualified by the express conditions of the Settlement and Annexation Agreements, it is a unique tool that the Council can utilize to annex this parcel and protect the entry corridor. Annexation of the parcel will provide local control of land uses, activities, signs, site planning, design and architectural character (e.g. form, vernacular, materials, colors, finishes, details).

This annexation is a unique situation. Staff has always said the remaining development opportunities in Park City will be the most challenging; this project is an example of that. Given the Settlement Agreement that has placed this annexation before the City Council, Staff recommends that the Council consider assessing the pros and cons of annexing this project in a broader sense with consideration given to the 2009 Visioning Plan (e.g. filters) and to the future of Park City (e.g. economic diversification).

Staff's assessment of this annexation, and recommendation that this property be annexed into Park City, is not intended to replace the narrow focus of the General Plan, but rather serves as a broader look at a unique dilemma.

This project is likely to be built on this site, regardless of whether it is in the County or within the City limits. The Annexation Agreement contains a set of Design Guidelines that will allow City Staff to address site design, building design, landscaping, parking, lighting, and a number of other concerns. City Staff does not believe that the County's Agreement and Code address these issues to the same degree.

City Staff believe that the opportunity to effectuate good design and planning outweigh the strict and narrow interpretation of the General Plan. There is a real community benefit to annexing this property and incorporating the specific Design Guidelines outlined in the Annexation Agreement. to realize a site that comes as close as possible to reflect the Park City "brand" in terms of site design and architectural character.

The opportunity to work with the developer utilizing OUR tools to control land use, create a well-designed product, realize possible economic development opportunities, implement protections for Sundance and the film festival, et al. is significantly better than having no control over development in our entry corridor. The visual impact will exist whether it is developed within the City's boundary or just outside the boundary.

Staff recommends that the City Council consider annexing this key property that is within the City's Annexation Expansion Area, and consider that the proposed project will likely be built regardless of annexation and that future uses, activities, impacts, etc. will be better addressed by the Council. That this property is within the Annexation Declaration Area (ADA) is indicative that the City considers this area as appropriate for annexation. Given that the property lies within our ADA boundary, it is likely that if not annexed now it will be in the future.

Again, the particular development that is associated with annexation of this parcel, may not meet all of the goals of the General Plan; however with the right controls and design requirements, the City gets closer to meeting these goals, as well as meeting other goals and the Visioning Plan, than if the project is left in the County. This is especially true given the unique situation presented by the existing agreements made regarding this annexation.

Discussion requested

Staff requests the Council discuss the annexation application and provide direction on the following items. All annexation submittal information (Exhibit G) is available on a Quinn's Partnership Annexation web page linked to from the City's web site www.parkcity.org

1. Does the City Council agree with the staff recommendation that LMC §15-8-5(C) applies and justifies the waiver of certain elements of the General Plan as stated in the Annexation Agreement?
2. If the answer to #1 is no, Council should focus discussion on the Findings

as recommended by the Planning Commission for a denial of the annexation application.

3. If the answer to #1 is yes, Council should focus discussion on the Findings of Fact and Conditions of Approval as outlined in the Draft Ordinance (attached) as forwarded to Council from the Planning Commission.
4. Are there additional substantive MPD plan revisions or issues that Council wishes to discuss and provide input on (e.g. site layout, architecture, fencing, lighting, parking, utilities, drainage, and access)?
5. Staff has identified additional discussion items as follows:
    - **Soils testing** and mitigation for environmental concerns/contaminated soils. Staff added a condition of approval to address this concern.
    - **Phasing of construction** (in addition to phasing of parking) - with construction of the sound stages and studio support to occur prior to the hotel and retail/support area.
    - **Bonding issues** for completion of project at various stages.
    - **Operational** issues, such as special events, outdoor music, outdoor events.
    - **Surface Parking** in terms of 1) the total number of spaces 2) the ability (support or not from the Council) to use the Richardson Flats Park and Ride facility to support further reductions and 3) triggers for phasing of parking.

      The applicants are still showing 886 total spaces (736 surface and 150 under the hotel). Staff has prepared an Exhibit I to illustrate the 668 total spaces (518 surface) as recommended in the conditions of approval in the Ordinance. Staff based this number on the preliminary information provided regarding the uses/sf of the Raleigh Studios Program with typical reductions for shared parking and support uses (a 300 space reduction). This is approximately 400 spaces less than the applicant initially proposed.

      All parking is required to be phased with the construction and justified with the administrative CUP.

      Condition of Approval #15 provides for a 20% increase or decrease approved by the Planning Director based upon information provided with the administrative CUP regarding uses, employees, sf of buildings, etc.

<u>Notice</u>

The property was posted and notice of the public hearing was published in the Park Record and mailed to affected property owners in accordance with requirements of the Land Management Code.

Public Input
Public input was received at hearings conducted by the Planning Commission on March 14th and 28th and April 11th and 25th. A public open house was conducted by the applicant at the Park City Ice Center on March 27, 2012. Public input was primarily concerned with noise, lighting, total number of parking spaces and the minimum open space, design of security fencing, disruptive studio and concert activities, access, and traffic impacts. There was public input that encouraged green roofs along Hwy 248 and quality architecture and materials to mitigate impacts of the development on the Hwy and input to maintain control of the site to keep the ambiance of Park City, There was input to make sure that the scope of the project and uses is fully understood. Additional input expressed hope that the City would hold high expectations for the project to make sure the project would be an amenity that contributes to the community.

Future Process
Annexations require Planning Commission recommendation and City Council approval. Annexations become pending upon publication of the ordinance in compliance with state code. An annexation development agreement is required by the LMC, to be approved by the City Council and recorded with the Annexation plat. City Council action may be appealed to a court of competent jurisdiction per LMC Section 15-1-18.

If the annexation is approved then the Final MPD plans, as approved by the City Council, become the basis for review of the administrative Conditional Use Permit. The administrative Conditional Use Permit application is required to be submitted to and reviewed by the Planning Director for compliance with the Settlement Agreement, the LMC, and the Final MPD plans, as a condition precedent to issuance of any building permits for development on this site.

A subdivision plat, to create legal lot(s) of record and dedicate utility, drainage, and access easements and trails, etc. is a requirement prior to site work and issuance of building permits. Subdivision plats are reviewed by the Planning Commission with final approval by the City Council.

The applicants agreed to a 30 day extension of the review deadline, outlined in the Settlement Agreement, to May 25th (Day 120) from January 26th (Day 1). Staff outlines the possible timeline as follows:

- The City Council is the final decision maker regarding annexation of land into Park City. A site visit with Council was conducted on May 3rd. Public hearings have been noticed for May 17th and 24th **(Day 112 and 119).**
- Final action by the City Council on the Annexation, including the zoning and MPD review is anticipated on May 24th **(Day 119).**
- If the Annexation is approved then other items are required prior to issuing a building permit for the development. These items include a final

subdivision plat, an administrative Conditional Use permit, utility plans and site work approval. All building permit review is conducted by Planning, Building, and Engineering, with input from other City Departments as required.

Recommendation

Staff recommends the City Council conduct a public hearing, discuss the proposed annexation application and MPD plans, provide direction per discussion items outlined above, and continue this item to the May 24th meeting.

Exhibits

Ordinance
Exhibit A- Vicinity map
Exhibit B- Annexation plat and legal description
Exhibit C- County Settlement Agreement
Exhibit D- City Annexation Agreement
Exhibit E- DRAFT Minutes of the April 25, 2012 Planning Commission meeting
Exhibit F- MPD Plans package
Exhibit G- Annexation application and reports (**not attached**, but available at the Planning Department and on the City's web page under Living Here/Community Development/Quinn's JP Annexation)
Exhibit H- Comparative Matrix of LMC and County Code
Exhibit I- Site plan illustrating 668 parking spaces per Conditions of Approval

Ordinance 12- DRAFT

AN ORDINANCE ANNEXING APPROXIMATELY 29.55 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE SR248 AND US40 INTERCHANGE IN THE QUINN'S JUNCTION AREA, KNOWN AS THE QUINN'S PARTNERSHIP ANNEXATION, INTO THE CORPORATE LIMITS OF PARK CITY, UTAH, AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ZONE THE PROPERTY COMMUNITY TRANSITION (CT) WITH A REGIONAL COMMERCIAL OVERLAY (RCO) DESIGNATION

WHEREAS, on January 24, 2005, the property owner, Quinn's Junction Partnership, of the property shown on the attached Annexation Plat "Exhibit A", the "Property"), first petitioned the City Council for approval of an annexation into the Park City limits; and

WHEREAS, the Property is approximately 29.55 acres in area and is located southwest of the intersection of State Road 248 and US-40 as described in the attached Legal Description "Exhibit B"; and

WHEREAS, the Property is included within the Park City Annexation Expansion Area, and is not included within any other municipal jurisdiction; and

WHEREAS, on January 17, 2012, an Annexation Agreement "Exhibit D" was entered into by and among the Quinn's Junction Partnership and Park City Municipal Corporation; and

WHEREAS, on January 18, 2012, Summit County and the Quinn's Junction Partnership executed a Settlement Agreement "Exhibit C" regarding vested development rights for this parcel; and

WHEREAS, on January 20, 2012, a revised annexation petition, including a zoning map amendment request to zone the property Community Transition (CT) with a Regional Commercial Overlay (RCO) was submitted. Additional information related to the annexation petition and the Master Planned Development for a 374,000 sf (Gross Floor area as described in the January 17, 2012 Annexation Agreement) movie/film studio campus, with associated uses and a 100 room hotel, was submitted to the City, and the submittal was deemed complete; and

WHEREAS, the Park City Council accepted the Quinn's Junction Partnership Annexation petition on January 26, 2012; and

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code, annotated 1953 as amended, and found the petition complied with all applicable criteria of the Utah Code; and

WHEREAS, On February 2, 2012, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, giving notice that the petition had been certified and the required 30-day protest period had begun; and

WHEREAS, no protests were filed by any "affected entities" or other jurisdictions within the 30-day protest period and the petition was considered accepted on March 5, 2012; and

WHEREAS, the Planning Commission, after proper notice, conducted public hearings regarding the Annexation petition application on March 14th, March 28th, April 11th, and April 25th ; and

WHEREAS, on April 25, 2012, the Planning Commission voted to forward to City Council a negative recommendation on the proposed annexation and zoning of Community Transition (CT) with a Regional Commercial Overlay (RCO) as described in the Annexation Agreement; and

WHEREAS, on May ___ and May ___, 2012, the City Council conducted public hearings and discussed the annexation, MPD, and zoning map amendment and took public testimony on the matter, as required by law; and

WHEREAS, the January 17, 2012, Annexation Agreement outlines parameters, conditions, and restrictions regarding the Master Planned Development (the "Proposed MPD") on the 29.55 acres for a film and media campus, with associated uses; and.

WHEREAS, the MPD Plans dated _________ as "Exhibit F" submitted by the Applicant, set forth further conditions, design objectives and standards, building massing and articulation, site plan requirements, landscaping and buffering, materials, and other specific items that have a goal of enhancing rather than detracting from the aesthetic quality of the entry corridor; and

WHEREAS, a Development Agreement, between the City and Petitioner pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and Master Planned Development is herein included as Exhibit G.

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

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah according to the Annexation Plat executed in substantially the same form as is attached hereto as "Exhibit A" and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

The Property so annexed shall enjoy the privileges of being in Park City as described in the Annexation Development Agreement attached as “Exhibit G” and shall be subject to all City levies and assessments as described in the terms of said Annexation Development Agreement.

The Property shall be subject to all City laws, rules and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION DEVELOPMENT AGREEMENT. Council hereby authorizes the Mayor to execute the Annexation Development Agreement in substantially the same form as is attached hereto as “Exhibit G” and as approved by the City Attorney.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and The Annexation Policy Plan - Land Management Code Chapter 8, Annexation. The CT zoning designation with Recreation Commercial Overlay (RCO) is consistent with the Annexation Agreement approved by the City Council and executed on January 17, 2012.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said Property in the CT zoning district, with an RCO overlay as shown in “Exhibit E”.

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL.

Findings of Fact

1. The property is subject to the January 17, 2012 Annexation Agreement between Park City and Quinn’s Junction Partnership that sets forth certain requirements and waivers for the MPD development. These waivers are due to pre-existing vesting in Summit County and the terms of the January 18, 2012 County Settlement Agreement.
2. Land Uses proposed in the MPD Plans include a 100 room/key hotel and associated lodging uses, a film studio campus with sound stages, and associated uses, including support commercial, recording studio, outdoor stage amphitheater, enclosed atrium area between the hotel and ballroom/meeting space, screening rooms and theater, related mixed use office/retail/entertainment, sound stages, film school and related educational uses, associated offices, workshops, and production support and offices. The Gross Floor Area allowed per the Annexation Agreement is 374,000 square feet. Exceptions to the Floor Area, including porches, balconies, patios and decks, vent shafts, courts, and one atrium subject to further restrictions, are spelled out in the Annexation Agreement.

3. Proposed uses as identified in the MPD Plans (Exhibit F) are consistent with the January 17, 2012 Annexation Agreement.
4. The Planning Commission may decrease the number of Off-Street Parking Spaces within MPDs based upon a parking analysis and recommendation from the Planning Department per Section 15-6-5 (E).

Conclusions of Law

1. Due to the unique circumstances of the terms and conditions of the County Settlement Agreement, the Annexation and Zoning Map amendment are consistent with the Annexation Agreement (Exhibit D), the City's Annexation Policy Plan, Quinn's Junction Study Area, and the Park City General Plan (2005).
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval (extracted from Draft Ordinance and redlined with Planning Commission changes from the meeting)

1. The Official Zoning Map shall be amended to designate the Quinn's Junction Partnership Annexation property with Community Transition (CT) zoning, with a Regional Commercial Overlay (RCO) limited to the commercial uses of the MPD approved herein.
2. The attached Exhibits, including the Annexation Development Agreement, shall be fully executed and recorded at Summit County, along with the Annexation Plat.
3. The Master Planned Development Plans hereby approved and all final design, Administrative CUP and building permits shall comply with all applicable Land Management Code "LMC" provisions that are not contrary to the Annexation Agreement.
4. The required Administrative Conditional Use permit application for final design shall be reviewed for consistency with the MPD Plans package, these conditions of approval including site design, building massing and height, setbacks, architectural design and vernacular, materials, colors, landscaping, lighting, fencing, grading, berming, trails, circulation for buses and emergency vehicles, parking and phasing, etc. and conditions of the Annexation Development Agreement. Rendered elevations, material and color samples, shall be provided for Planning Department review prior to approval of the Administrative Conditional Use permit. Maximum building height of Building 8 (formerly Pad 7) is limited to 50 feet unless a production contract is entered into in compliance with Paragraph 2.5(e) of the Annexation Agreement. Final Architectural Review pursuant to 15-2.23-6 shall be concurrent with the Administrative CUP. Commissioner Jack Thomas shall participate in the Administrative CUP as a liaison for purpose of further input on final design and architectural elements.
5. A landscape plan, provided by a licensed landscape architect, and including landscape site design and materials consistent with those

identified in the MPD Plan package is required to be submitted with the Administrative Conditional Use permit application. The landscape plan shall identify grading, heights, and undulation of the perimeter berming to soften the view of the commercial structures. The landscape plan shall include a planting plan and an irrigation plan. Ground cover for green roofs shall also be included in the landscape plan. Perimeter landscaping should be of a substantial size and shall be reviewed and approved by the City Arborist and Landscape Architect. The landscape plan shall indicate how the landscaping will be phased and shall indicate perimeter plantings to be installed prior to vertical construction to provide screening of construction work. Temporary irrigation will be required to ensure these plantings survive.

6. Parking lot and all other exterior lighting shall meet requirements of the LMC with additional restrictions on the overall wattage, automatic timers, and lighting designed in zones and shall comply with best lighting practices as recommended by the Dark Skies organization. A lighting plan, provided by a qualified lighting professional, shall be submitted with the Administrative Conditional Use permit application.
7. Security fencing on the property perimeter shall not exceed 7’ in height and shall generally be 5’ to 6’ in height and shall not include razor wire or other details that read as “high security” fencing. Use of electronic monitoring is allowed. Fencing details shall be provided with the Administrative Conditional Use permit application and shall be consistent with the Final MPD Plan Package (page 39___) in terms of location, design, materials, colors, and extent. Perimeter fencing shall be phased consistent with the phased parking lot construction described in #16 below.
8. All vehicular access points to the development from SR-248 shall comply with any and all existing Corridor Preservation Agreements. Changes to these Agreements must be approved by the Utah Department of Transportation working cooperatively with Park City Municipal Corporation Transportation Department. The Applicant will be responsible for filing application for required access approvals with the Utah Department of Transportation. Without additional approvals, there will be a single public access to the property at the signalized intersection of Round Valley Drive and SR 248, and emergency access as approved by UDOT, and the Fire and Building departments.
9. In the event that the south secondary access point is approved, this access shall be located in such a way as to not preclude access to the adjacent City open space parcel. Necessary cross access easements shall be provided, preferably on the subdivision plat, through the public area of the MPD to provide access to the signalized intersection for the City parcel.
10. Traffic Management Plans for special events shall be approved by the City’s Special Events staff as well as by the City’s Police Departments of Transportation and Public Safety. All necessary special event permits and conditional use permits shall be obtained prior to commencing the Special

Event or Master Festival. No overcrowding permits may be granted by the Building Department.

11. Outdoor activities and noise shall be limited to 7AM to 10 PM and shall not exceed the City's noise ordinance, unless otherwise allowed through a Special Event/Master Festival permit in accordance with the Municipal Code.
12. Applicant shall coordinate with UDOT and adjacent property owners to pursue alternative access to the Park and Ride facility from SR 248 east of US 40. This access would provide a true community benefit and would mitigate traffic on SR 248 from US 40 to Richardson's Flat Road. Contributions to this access road could be acknowledged by allowing the development to utilize the Park and Ride lot to further reduce both traffic and parking impacts of the development.
13. The applicant should work with the City and State in good faith to find funding for additional underground parking to mitigate the impact of the large amount of surface parking.
14. At the time of the Administrative Conditional Use permit application, the applicant shall identify the square footage of all parking areas and all hard surfaced areas. Interior and perimeter parking lot landscaping shall meet requirements of the LMC Chapter 3. Snow storage areas shall be provided in accordance with the LMC Sections 15-3-3(E) and15-3-4.8(E).
15. At the time of the Administrative Conditional Use permit application, the applicant shall provide a detailed parking analysis to identify specific uses, square footage, employee, hours of operation, shared parking ratios, and other items that will allow the Planning Staff to understand the parking demands. The parking analysis shall look at the extent to which alternative modes of travel (bus, shuttle, carpool, bike, etc.) can reduce the demand for parking at the site, on a day to day basis. The parking analysis shall also provide information about special events and parking demand. Staff's initial parking analysis recommends reductions for shared parking as well as support uses which reduce the required parking spaces from a total of 957 to a maximum of 668 spaces, based on the information provided with the MPD, with 150 of those 668 spaces proposed underground. In addition to addressing the total permitted parking spaces, the Administrative CUP shall limit the total square footage of impervious surface in a like percentage of the total project area. Based upon the Administrative CUP submittal, the Planning Director may approve a change in the parking up to 20% either way. Any request beyond 20% for additional parking or impervious surface area or further reductions would have to return to the Planning Commission.
16. A phased parking plan shall be provided with the Administrative Conditional Use permit for approval by the Planning Department. The plan shall identify only essential paving with each phase of development, strive to reduce parking demand with various programs and incentives, and strive to find funding for additional underground parking. Prior to building phase 2 parking, the applicant shall provide a professional parking

analysis of existing conditions and needs, including established and proposed traffic mitigation.

17. Construction of public trail connections to the Park City Heights Rail Trail connector and trail head amenities as shown on the MPD Plans shall be completed by the applicant and at the expense of the applicant prior to issuance of a certificate of occupancy for any building.
18. Bike racks shall be provided for the various uses, as required by LMC Section 15-6, Master Planned Developments (hotel, mixed use, trail head area, sound stage, etc.).
19. Construction of a bus loop/bus shelter shall be provided prior to issuance of a certificate of occupancy for the hotel or mixed use buildings.
20. A grading plan shall be submitted with the Administrative Conditional Use permit application. Excavated materials shall remain on site to the greatest extent possible.
21. Grading of the site, including the undulating berms and swales along SR 248 shall be consistent with the grading proposed in the MPD Plans.
22. All landscaping, parking lots, driveways, roads, plazas, sidewalks, trails on the property, and other common areas shall be maintained by the property owner, or an Owner's Association, as the City will not maintain such areas.
23. Recycling centers shall be installed in the hotel, mixed use, and sound stage areas prior to issuance of a certificate of occupancy for the building.
24. The hotel shall provide shuttle service for guests within Park City and encourage guests to utilize shuttles from the airport as well as around town. The shuttle service shall be in place prior to issuance of a final certificate of occupancy for the hotel.
25. In accordance with Paragraph 2.5(h) of the Annexation Agreement, the applicant shall pay all applicable fees, including development, Building and Planning, Business licensing, and all other legally imposed fees and taxes collected by City Departments for services, utilities, etc.
26. A storm water management plan, prepared by a licensed professional, shall be submitted with the Administrative Conditional Use permit application. The plan shall be consistent with best management practices for storm water management, including pre versus post run-off, water oil separators for parking facilities, and 100 year storm event detention on site.
27. Roof top mechanical equipment shall be architecturally screened from public view.
28. Trash and recycling enclosures shall be screened with landscaping, fencing, buildings, berms, etc. per the LMC.
29. Shadow LEED Silver construction per the Annexation Agreement is required; however no third party certification is required.
30. Areas of plazas, pedestrian walk ways, patios, etc. shall not be heat melted. Solar panels and skylights are allowed on rooftops per the LMC Chapter 5.
31. Hours of operation shall be proposed and approved by the Planning Director as part of the Administrative CUP to mitigate traffic of employee

loading and unloading. Support commercial uses, such as food service, deli, café, etc. shall be open during filming hours and office hours to mitigate vehicular trips off site for breaks and lunch.

32. Additional Building articulation as required by LMC Chapter 5 shall be demonstrated on the final building plans prior to issuance of a building permit.
33. Permanent power shall be provided for the trailer parking area and the applicant shall use best effort to utilize solar or other renewable energy resource if technically and economically feasible.
34. A sign plan must be filed with the Administrative CUP in compliance with LMC Title 12. No icon, water tower, or billboards are allowed.
35. Final Subdivision approval shall contain covenants and restrictions (CCRS) in compliance with Paragraph 2.6 of the Annexation Agreement.
36. Water service is provided by Summit Water, with an emergency connection to the City system. Should City service be necessary in the future, applicant shall pay applicable impact and user fees in effect at such time and make such dedications as required by LMC 15-8-5(C) (1-3).
37. This MPD approval and zoning approved herein are limited to the terms of the Annexation Agreement and due to the unique circumstances regarding a legal settlement of historic claims in the Summit County Settlement Agreement, such approval shall not be considered precedent for future zoning amendments or annexation petition to this or neighboring properties in the Quinn's/CT zone area. All future development applications, changes in commercial use, or rezone requests shall be processed in accordance with the General Plan, zoning and LMC in effect at the time of application. The densities approved herein shall not be considered in terms of neighborhood compatibility in the event of a rezone or CT amendment request by other properties within the CT zone.
38. As part of the required Construction Mitigation Plan, to be submitted prior to issuance of any building permits on the property, the landscape guarantee shall insure phased and adequate berming along SR248 in the event the project is not completed, and the construction guarantee bond shall take into consideration the location of this property on the entry corridor and mitigation of physical and visual impacts of construction at this property.
39. No wood burning devices are allowed on the property.
40. Specific soils test pits shall be reviewed prior to building permit issuance and if environmental issues, such as contaminated soils are present, a mitigation plan shall be required prior to issuance of permits.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this ___day of _______, 2012.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Janet M. Scott, CITY RECORDER

APPROVED AS TO FORM:

Mark D. Harrington, CITY ATTORNEY

Exhibits to the Ordinance (to be attached prior to recordation)
Exhibit A- Annexation plat
Exhibit B- Legal Description
Exhibit C- County Settlement Agreement executed January 18, 2012
Exhibit D- City Annexation Agreement
Exhibit E- Zoning map amendment
Exhibit F- Final MPD Plans packet
Exhibit G- Annexation Development Agreement
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City Council
Staff Report

Subject: **QUINN'S JUNCTION PARTNERSHIP ANNEXATION AND ZONING MAP AMENDMENT**
Date: **May 24, 2012**
Project Number: **PL-12-01473**
Type of Item: **Legislative-Annexation and Zoning Map amendment**

Summary Recommendation

Staff recommends the City Council conduct a public hearing, consider input, and consider approving the Quinn's Junction Partnership Annexation and amendment to the zoning map, based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance, or as amended at the meeting.

Purpose of this meeting

The purpose of this meeting is to 1) review the revised conditions of approval based on Council's discussion at the May 17th meeting, 2) conduct a public hearing; and 3) provide a final action on the proposed Quinn's Junction Partnership annexation and zoning map amendment.

Description

Project Name:	Quinn's Junction Partnership Annexation
Applicant:	Quinn's Junction Partnership ("QJP")
Representative:	Michael Martin, General Partner Quinn's Junction Partnership
Location:	Southwest quadrant of US 40 and SR 248 intersection
Proposed Zoning:	Community Transition and Regional Commercial Overlay (CT-RCO)
Adjacent Land Uses:	Dedicated open space, US 40 and SR 248, Quinn's Sports Complex and Open Space, Park City Heights MPD, Park City Medical Center, USSA Center of Excellence, Summit County Health Department, Medical Offices, Rail Trail recreation trail, Quinn's Water Treatment Plant, and vacant agricultural land.
Proposed Uses:	Movie studio, offices/retail, hotel, and associated uses (total of 374,000 square feet)

Proposal

The applicant is requesting annexation into Park City and CT-RCO zoning, with Master Plan Development approval, for a 29.55 acre parcel of undeveloped land for the purpose of constructing 374,000 square feet of commercial uses, limited to a movie studio and media campus, including a 100 room hotel, amphitheater, and associated uses.

The property is located in the southwest quadrant of the Quinn's Junction Planning Area, at the intersection of US Highway 40 and State Road (SR) 248. The annexation plat and legal description are attached to the Ordinance.

The proposed zoning is Community Transition- Regional Commercial Overlay (CT-RCO) for the entire parcel. The use of the overlay zone recognizes the unique circumstances of the project and acknowledges the County's vested density determination based upon prior applications as limited to the express terms of the proposed MPD, without creating a precedent for adjacent parcels in the CT zone. A further commercial up-zone of other parcels in the existing City CT zone would remain inconsistent under the current Land Use plan of the General Plan.

The property is subject to a County Settlement Agreement that acknowledges a vested development right for a Film and Media Campus of 355,000 gross commercial square feet, with possible future phases, if the City denies annexation and the project is developed in Summit County.

Background

Please refer to the May 17th Staff Report for background information and staff analysis regarding the application.

Revisions to the MPD

In response to City Council comments and discussion at the May 17th meeting, the applicant made the following revisions to the MPD plans:

1. Added berming and landscaping to the south property line area to further mitigate impacts of the buildings on the view shed from HWY 248 looking north.
2. Building flexibility zones identified.
3. Fencing heights identified on the Fencing Plan.
4. Trail to be constructed by the City, with applicant funding as per the Conditions of Approval.
5. Parking phasing, with north end parking to be of pervious paving per conditions of approval.

Annexation Review Process

For additional background information on the annexation review process, all reports, exhibits and minutes are available on the City's web site www.parkcity.org, under the Living Here/ Community Development/ Quinn's Junction Partnership Annexation web page, or from the Planning Department.

Planning Commission recommendation

On April 25, 2012, the Planning Commission conducted a final public hearing and voted (4 to 2) to forward to City Council a negative recommendation on the Quinn's Junction Partnership annexation and zoning petition, according to the findings of fact and conclusions of law outlined in the May 17th report.

Review pursuant to Utah Code Annotated (UCA) Sections 10-2-401, 10-2-402 and 10-2-403 and Review pursuant to the Annexation Policy Plan

Please refer to the May 17th Staff Report for a detailed review and analysis of the annexation application pursuant to the Utah Code Annotated (UCA) Sections 10-2-401, 10-2-402 and 10-2-403 and the Annexation Policy Plan.

Staff Recommendation

Given that annexation is a legislative act and that, qualified by the express conditions of the Settlement and Annexation Agreements, it is a unique tool that the Council can utilize to annex this parcel and protect the City's entry corridor. Annexation of the parcel will provide local control of land uses, activities, signs, site planning, design and architectural character (e.g. form, vernacular, materials, colors, finishes, details).

This annexation is a unique situation. Given the Settlement Agreement that has placed this annexation before the City Council, Staff recommends that the Council consider assessing the pros and cons of annexing this project in a broader sense with consideration given to the 2009 Visioning Plan (e.g. filters) and to the future of Park City (e.g. economic diversification) and consider whether local control over this parcel is in the best interest of the Park City community in the broadest sense.

Staff's assessment of this annexation, and recommendation that this property be annexed into Park City, is not intended to replace the more narrow focus of the General Plan, but rather serves as a broader look at a unique dilemma.
The Annexation Agreement contains a set of Design Guidelines that will allow City Staff to address site design, building design, landscaping, parking, lighting, and a number of other concerns. City Staff does not believe that the County's Agreement and Code address these issues to the same degree. Further, conditions of approval as noted by the Planning Commission and as amended by the Council provide an additional level of guarantee that future development on this site will meet the standards set by other developments in Park City, in terms of site planning, design, and attention to detail that a quality project would do anyway.

Staff recommends that the City Council consider annexing this key property that is within the City's Annexation Expansion Area, and consider that the proposed project will likely be built regardless of annexation and that future uses, activities, impacts, etc. will be better addressed and mitigated by the Council.

Discussion requested

Staff requests the Council discuss the following items:

1. Changes made to the MPD plans (berming, landscaping, fencing, parking)
2. Findings, Conclusions and Conditions of Approval in the Draft Ordinance.
3. Draft Development Agreement

Notice
The property was posted and notice of the public hearing was published in the Park Record and mailed to affected property owners in accordance with requirements of the Land Management Code.

Public Input
Public input was received at hearings conducted by the Planning Commission on March 14th and 28th and April 11th and 25th. A public open house was conducted by the applicant at the Park City Ice Center on March 27, 2012. Public input was primarily concerned with noise, lighting, total number of parking spaces and the minimum open space, design of security fencing, disruptive studio and concert activities, access, and traffic impacts. There was public input that encouraged green roofs along Hwy 248 and quality architecture and materials to mitigate impacts of the development on the Hwy and input to maintain control of the site to keep the ambiance of Park City, There was input to make sure that the scope of the project and uses is fully understood. Additional input expressed hope that the City would hold high expectations for the project to make sure the project would be an amenity that contributes to the community.

Public input was provided at the May 17th meeting regarding what the studios expectations of tax incentives from the City or State are and whether a wildlife study was submitted. Also, there was a statement that the public doesn't show up to speak on items because they trust the Planning Commission and the decisions they make.

Future Process
If the annexation is approved then the Final MPD plans, as approved by the City Council, become the basis for review of the administrative Conditional Use Permit, along with the Annexation Agreement and Land Management Code of Park City. The administrative Conditional Use Permit application is required to be submitted to and reviewed by the Planning Director for compliance with the Settlement Agreement, the LMC, and the Final MPD plans, as a condition precedent to issuance of any building permits for development on this site.

A subdivision plat, to create legal lot(s) of record and dedicate utility, drainage, and access easements and trails, etc. is a requirement prior to site work and issuance of building permits. All future applications will be processed in accordance with the code in effect at that time. Subdivision plats are reviewed by the Planning Commission with final approval by the City Council.

Recommendation
Staff recommends the City Council conduct a public hearing, consider input, and consider approving the Quinn's Junction Partnership Annexation and amendment to the zoning map, based on the findings of fact, conclusions of law, and conditions of approval as stated in the attached Ordinance, or as amended at the meeting.

Exhibits
Ordinance
Exhibit A- Revised pages of the MPD Plans
Exhibit B- Draft Development Agreement

PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 MARSAC AVE ° PO BOX 1480
PARK CITY, UT 84060
(435) 615-5060

PARK CITY
1884

MASTER PLANNED DEVELOPMENT

For Office Use Only

PLANNING COMMISSION		PROJECT PLANNER		APPLICATION #	
APPROVED				DATE RECEIVED	
DENIED				EXPIRATION	

PROJECT INFORMATION

NAME: Quinn's Junction Master Planned Development Amendment

ADDRESS: 4001 Kearns Blvd, Park City, UT 84060

TAX ID: 62 - PARK CITY J,K,U,(H-H) OR
SUBDIVISION: Park City Film Studios Sub. OR
SURVEY: LOT #: BLOCK #:

APPLICANT INFORMATION

NAME: Gary Crandall

MAILING ADDRESS: Quinn Capital Partners
1776 Park Ave. #145
Park City, UT 84060

PHONE #: (435) 214-7564 FAX #: ( ) -
EMAIL: quinns@crandallcapital.com

APPLICANT REPRESENTATIVE INFORMATION

NAME: Trent Smith, Architect
PHONE #: (931) 319-4647
EMAIL: trent@modernoutwest.com

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

PROJECT DESCRIPTION

1. On a separate sheet of paper, give a general description of the proposal and attach it to the application (See Submittal Requirement #2).

2. Existing Zoning: COMMUNITY TRANSITION (CT)

3. Is the project within the Sensitive Lands Overlay?
   Yes No

4. Current use of the property: NOT YET DEVELOPED

5. Total Project Area: 18 acres ________ square feet

6. Number and unit equivalents: 1 PER ACRE allowed 271 proposed

7. Number and configuration of residential units:
   0 existing 271 proposed

8. Commercial area:
   60,000 SF Gross floor area ____________ Net leasable area

9. Type(s) of business activity: OFFICE, RETAIL, RESTAURANT, CLINIC

10. Number of parking spaces:
    466 required 466 proposed

11. Project access via: (check one)
    Public Road Private Road Private Driveway

12. Occupancy type: (check one)
    Owner Occupied Lease Nightly Rental

13. Water service availability:
    Existing Requires extension of City service

14. Is the project part of an existing approval (MPD, Subdivision, etc)?
    Yes No

15. Are there any previous agreements between the City and property owners or between the property owners and a third party?
    Yes No

Settlement
Annexation
DA

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review three days prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant: ______________________

Name of Applicant: Gary Crandall

PRINTED

Mailing Address: Quinn Capital Partners 1776 Park Ave. #145

Park City, UT 84060

Phone: 435 214-7564 Fax: ______________________

Email: quinns@crandallcapital.com

Type of Application: MPD AMENDMENT

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action. I further affirm that I am aware of the City policy that no application will be accepted nor work performed for properties that are tax delinquent.

Name of Owner: Gary Crandall

PRINTED

Mailing Address: Quinn Capital Partners 1776 Park Ave. #145

Park City, UT 84060

Street Address/ Legal Description of Subject Property:

4001 Kearns Blvd, Park City, UT 84060

Signature: ______________________ Date: 07/13/2020

1. If you are not the fee owner attach a copy of your authorization to pursue this action provided by the fee owner.
2. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing the action.
3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership
4. If a Home Owner's Association is the applicant than the representative/president must attaché a notarized letter stating they have notified the owners of the proposed application. A vote should be taken prior to the submittal and a statement of the outcome provided to the City along with the statement that the vote meets the requirements set forth in the CCRs.

Please note that this affirmation is not submitted in lieu of sufficient title evidence. You will be required to submit a title opinion, certificate of title, or title insurance policy showing your interest in the property prior to Final Action.

If you have questions regarding the requirements on this application or process please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

PROJECT DESCRIPTION

This application seeks to amend the Development Agreement for the Quinn's Junction Partnership Annexation Master Plan Development Park City, Summit County, Utah (the "Development Agreement") governing the development of property at 4001 Kearns Blvd., in Park City, Utah (the "Property"). The intention of this application is to amend the Development Agreement to allow additional conditional uses under the RCO zone and to modify the number, heights, and footprints of the remaining buildings. Currently there are 283,000 square feet of remaining density to be built at the Property. The proposed amendment will result in a more community-focused mixed use development with affordable housing, market rate senior-focused housing, small scale retail such as grocery and restaurant, and offices for local residents.

USE CHANGES

Under the current Development Agreement, the remaining 283,000 square feet of density to be built at the Property are all entitled with "commercial uses." *See* Development Agreement, at 1. These commercial uses were specifically identified and described in a Settlement Agreement and Annexation Agreement that were included as attachments and expressly incorporated in the Development Agreement. These commercial uses include: "Recreation, International Film School, Commercial Support Retail, Entertainment Center, Hotel/Lodging, Motion Picture Media Campus, Sound Stages/Studios, and Event Center." The majority of these uses are not allowed or conditional uses in the CT Zone. Instead, under the Development Agreement, the City applied a Regional Commercial Overlay (RCO) zone specific to the Property. Under the RCO Zoning, the commercial uses identified above are either allowed or conditional uses.

In order to build a project in harmony with the surrounding area and that meets the needs, goals, and objectives of the City, the Applicant is seeking to modify the uses allowed under the RCO zoning applicable to the Development Agreement. Specifically, the Applicant is seeking to drop the Hotel/Lodging use in favor of a Multi-Unit Dwelling. The Applicant's intention is to build a mix-use development with a strong Multi-Unit Dwelling and affordable housing component.

Under the Development Agreement, the original developer and the City agreed that "pursuant to the Annexation Agreement, no affordable housing is required for this MPD." In light of the severe affordable housing shortage Park City is experiencing, the Applicant would like to rectify this deficiency in the current Development Agreement. The Applicant is open to input from the City as to the number and mix of affordable housing units that should ideally be constructed to meet Park City's current needs. That said, the Applicant has spoken with a number of stakeholders and major employers in the Park City area to solicit input on the type and mix of affordable housing units that will best serve the area.

The Applicant is not requesting additional density in exchange for agreeing to construct affordable housing. Rather, the Applicant is proposing to exchange a portion of its current vested commercial density to residential affordable housing density.

The Development Agreement also includes several types of commercial uses that are not defined in Park City Code. The Applicant proposes that in this amendment of the Development Agreement, those terms be updated to apply similar uses included in the Allowed and Conditional uses identified in the Park City Land Management Code as applying in the RCO zone. For example, rather than the term "Village Venues/Offices," the Applicant proposes that "Office and Clinic, Medical" and "Office General" apply. *See* LMC 15-2.17-2.

HEIGHTS AND SITING

The Applicant also seeks to modify the number, siting, and footprint of the remaining buildings to be constructed on the Property. The Applicant's purpose is to reduce the impact of the remaining buildings on the surrounding area and to bring update the site plan with the changing needs of the community in light of the use change from Commercial/Hotel/Lodging to Multi-Unit Dwelling.

Specifically, the Applicant proposes to eliminate 4 buildings bringing the total number of remaining buildings to be built to 6. The Applicant is also requesting to site the buildings further back from the main entry corridor of Highway 248, to allow for the maximum buffer and view corridor. The original Development Agreement specifically waived any "open space, setbacks or adffordable housing requirements." Annexation Agreement, at 3. But the Applicant feels that maximizing open space and setbacks is in the best interest of the Property and the community.

The Development Agreement also provided that "[n]o more than 70% of the remaining buildings on the campus are between 36-40 feet." Annexation Agreement, at 4. Meaning that at least 30% of the remaining buildings are required to be 28 feet in height, the height limit imposed by the CT Zone. *See id.* The Applicant is requesting that this requirement be modified so that the remaining buildings can all be constructed at 36-40 feet of maximum height. This will allow the Applicant to reduce the number of buildings to be built, resulting in open space and set back improvements.

PARKING

The existing remaining parking from the development agreement of 466 stalls will remain, with 56 stalls from the film studio being dedicated and re-located to this development. Community amenities abound, including a transit hub, outdoor seating/dining, trail loop with parklets, multi-purpose courts, and open space surrounding a new wildflower field as a community-oriented development meeting the requirements of development in this area.

The development boasts not only amenities, transit oriented development and right-scaled community focused affordable housing, but also creates a larger open space than the original

Master Planned Development. We believe that this mixed use project will be a great opportunity to provide a destination in Quinn's Junction to reduce the traffic within the immediate context and greater community.

PARKING REQUIREMENTS (ALSO ON THE ARCHITECTURAL SITEPLAN DRAWINGS)

SQ FOOTAGE	TYPE	REQUIREMENTS	COMMENT	TOTAL
189,550.00	MultiFamily	Apartment/ Condominium not greater than 1,000 sf floor Area	700 SF Average Dwelling Unit	271
33,450.00	Accessory Corridors	Zero Parking requirements		0
30,000.00	Office and Clinic	3 spaces per 1,000 sf of leasable floor Area		90
30,000.00	Retail	3.5 spaces per 1,000 sf of leasable floor Area, excluding corridors and service Areas not related to individual tenant retail spaces		105
			TOTAL	**466**

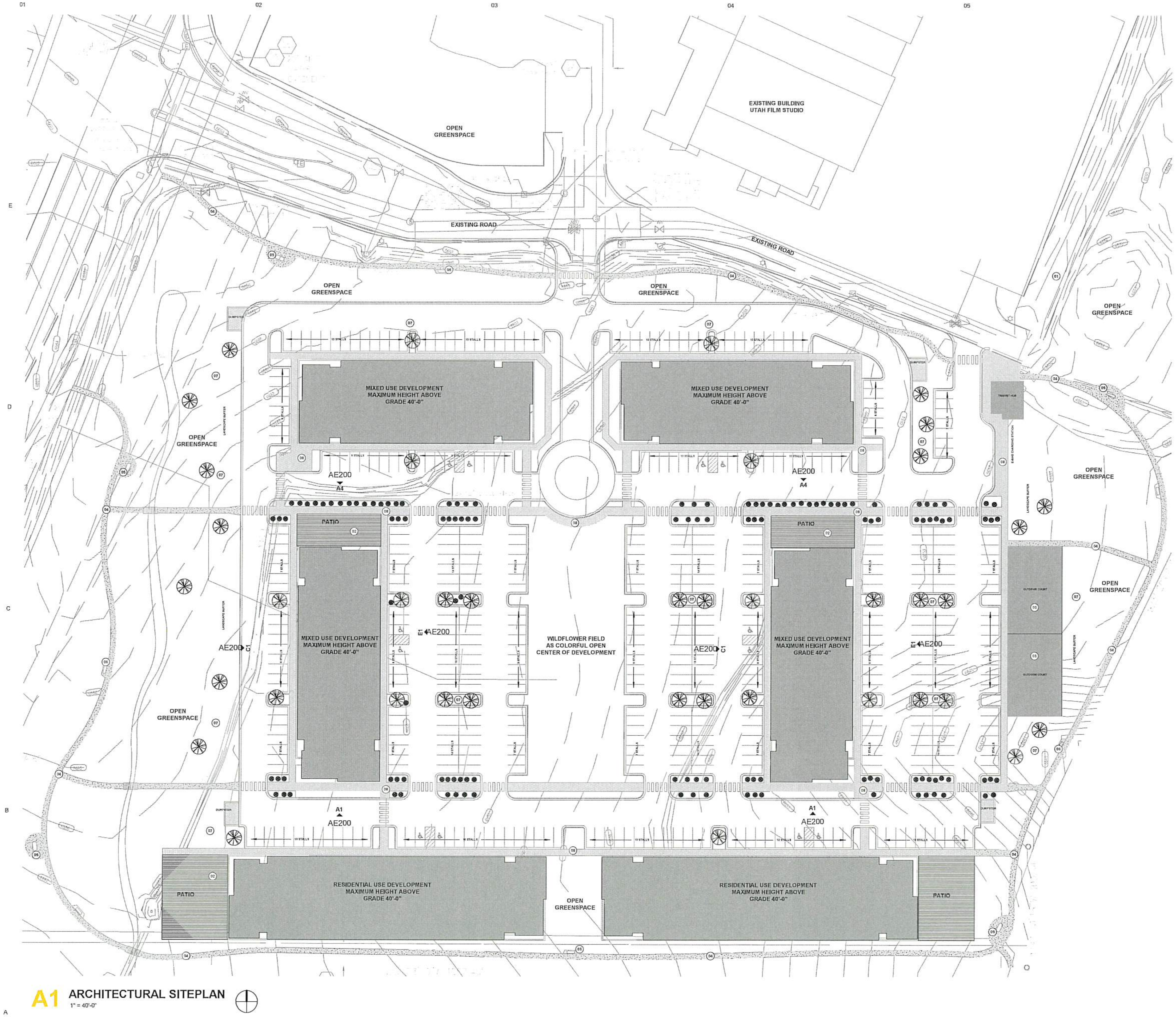
SQ FOOTAGE	TYPE	REQUIREMENTS	COMMENT	TOTAL
Existing	Existing	Per development agreement as originally planned for remainder of site development		410 total
Existing	Existing	Moving parking stalls from greater Film Studio area outside fencing		56 stalls
			TOTAL	**466**

PREVIOUS AGREEMENTS

Existing MPD Agreement – Exhibit attached

EXISTING ZONING AND NEW REQUESTS

Community Transition Zone – RCO Overlay from Existing MPD.



A1 ARCHITECTURAL SITEPLAN
1" = 40'-0"

GENERAL NOTES

IT IS THE REQUIREMENT OF THE CONTRACTOR AND SUBCONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF CONSTRUCTION DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. CONTACT ARCHITECT FOR ANY CLARIFICATION REQUIRED, INCLUDING POSSIBLE DISCREPANCIES ON THE DRAWINGS OR BETWEEN TRADE DRAWINGS.

PLAN NOTES

DESIGN TEAM HAS MADE REASONABLE AND PROFESSIONAL EFFORTS TO ENSURE ACCURACY IN DRAWINGS, ANY AND ALL DISCREPENCY BETWEEN DRAWN DIMENSIONS AND FIELD DIMENSIONS IS NOT INTENTIONAL AND SHOULD BE BROUGHT TO THE ARCHITECT'S ATTENTION PRIOR TO ANY CONSTRUCTION.

DENSITY SQUARE FOOTAGES

THERE IS 283,000 SF REMAINING IN DENSITY IN THE ORIGINAL MASTERPLAN DEVELOPMENT, WE ARE ASKING FOR A SLIGHT AMENDMENT TO USE THAT DENSITY AS FOLLOWS:

233,000 SF	AFFORDABLE HOUSING, 80% AVERAGED AMI AVERAGE UNIT SIZE WOULD BE 700 SF
30,000 SF	COMMERCIAL USE - GENERAL OFFICE
30,000 SF	COMMERCIAL USE - RETAIL, MERCANTILE, AND RESTAURANT

PARKING REQUIREMENTS

SQ FOOTAGE	TYPE	REQUIREMENTS	TOTAL
189,550.00	MULTIFAMILY	APARTMENT/ CONDOMINIUM NOT GREATER THAN 1,000 SF FLOOR AREAM700 SF AVERAGE DWELLING UNIT	271
33,450.00	CORRIDORS	ACCESSORY TO MULTI-FAMILY	0
30,000.00	OFFICE/CLINIC	3 SPACES PER 1,000 SF OF LEASABLE FLOOR AREA	90
30,000.00	RETAIL	3.5 SPACES PER 1,000 SF OF LEASABLE FLOOR AREA, EXCLUDING CORRIDORS AND SERVICE AREAS NOT RELATED TO INDIVIDUAL TENANT RETAIL SPACES	105
		TOTAL	466

EXISTING PARKING PER DEVELOPMENT AGREEMENT

SQ FOOTAGE	TYPE	REQUIREMENTS	TOTAL
EXISTING	EXISTING	PER DEVELOPMENT AGREEMENT AS ORIGINALLY PLANNED FOR REMAINDER OF SITE DEVELOPMENT	410
EXISTING	EXISTING	MOVING PARKING STALLS FROM GREATER FILM STUDIO AREA OUTSIDE FENCING	56
		TOTAL	466

KEY NOTES

01 TRANSIT HUB WITH INCLUDED RESTROOMS TO INCREASE SUSTAINABLE TRANSIT TO DEVELOPMENT AND SURROUNDING AMENITIES.
02 NEW PAVER PATIO AREA DEDICATED TO COMMERCIAL / RETAIL / HOUSING AREAS FOR COMMUNITY-BUILDING AND NEIGHBORHOOD EVENTS
03 OUTDOOR MULTI-PURPOSE COURT, INCLUDES BASKETBALL AND TENNIS AS STRIPING OPTIONS
04 NEW GRAVEL TRAIL TO CONNECT EXISTING ROAD AND GREATER TRAIL SYSTEM THROUGHOUT QUINN'S JUNCTION WITH INTERMEDIATE PARKLETS FOR SITTING, DOG USE, AND EXERCISE
05 VARIOUS WORKOUT PARK STATIONS THROUGHOUT THE TRAIL
06 BENCH REST PARK AREA ALONG TRAIL ON SITE
07 LANDSCAPE SURROUNDING SITE FOR SHADE, SHIELDING VIEWS OF PARKING, AND MITIGATION OF HEAT ISLAND EFFECT. SEE LANDSCAPE PLANS FOR ACTUAL QUANITITIES AND TYPES
08 SIDEWALK SURROUNDING BUILDINGS, ADDITIONAL PATHS OUT TO TRAIL AND OTHER AMMENITIES

modern
OUTWEST

STATE OF UTAH
Howard Trent Smith
No. 10559221-0301
07/12/2020
LICENSED ARCHITECT

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CRANDALL CAPITAL

4001 Kearns Blvd, Park City, UT 84060

QUINN'S JUNCTION MPD AMENDMENT AFFORDABLE HOUSING MIXED-USE DEVELOPMENT

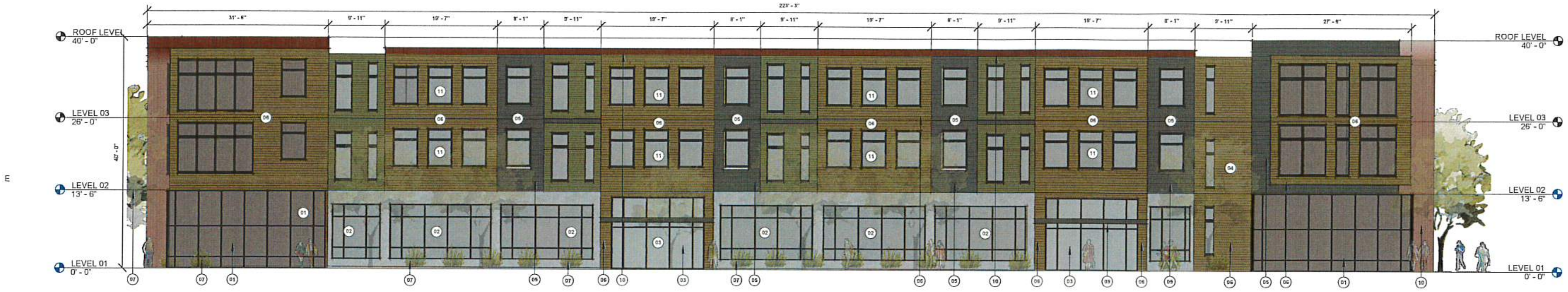
No.	Description	Date

7/16/2020 8:21:16 AM

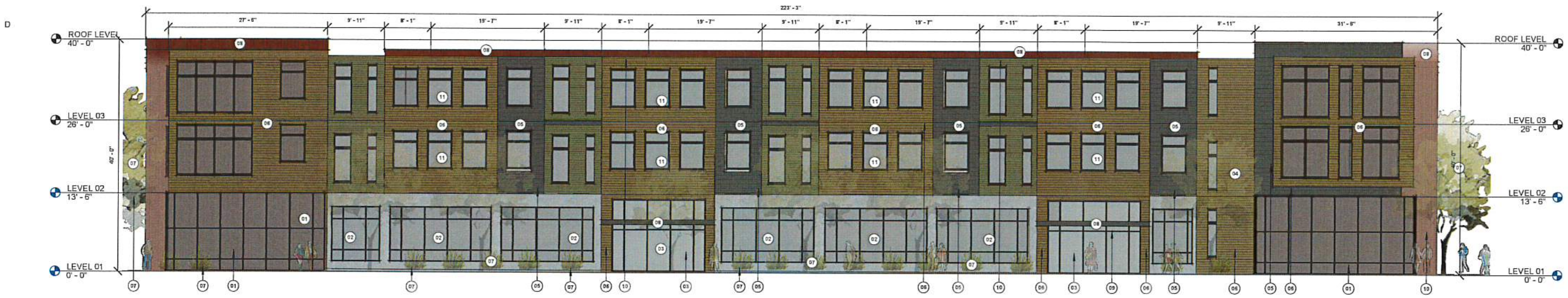
Project number	2023
Date	07/12/2020
Drawn by	O. BUTLER
Checked by	T. SMITH

ARCHITECTURAL SITEPLAN

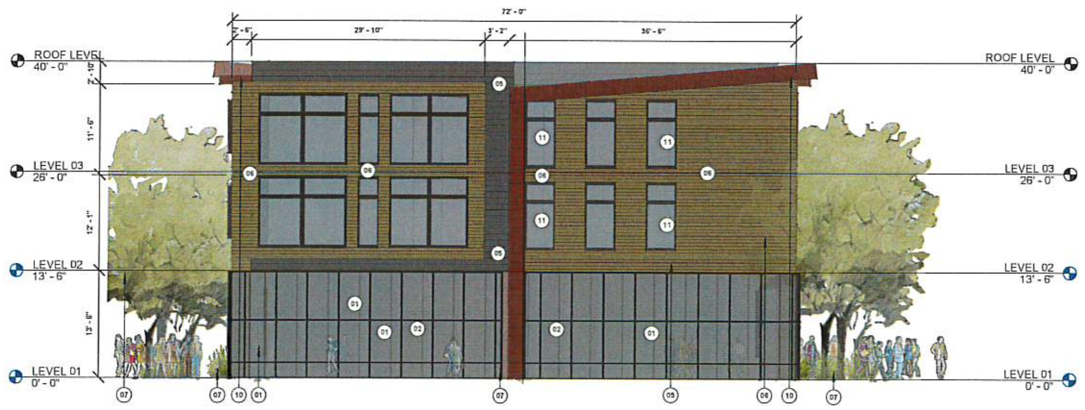
AS100



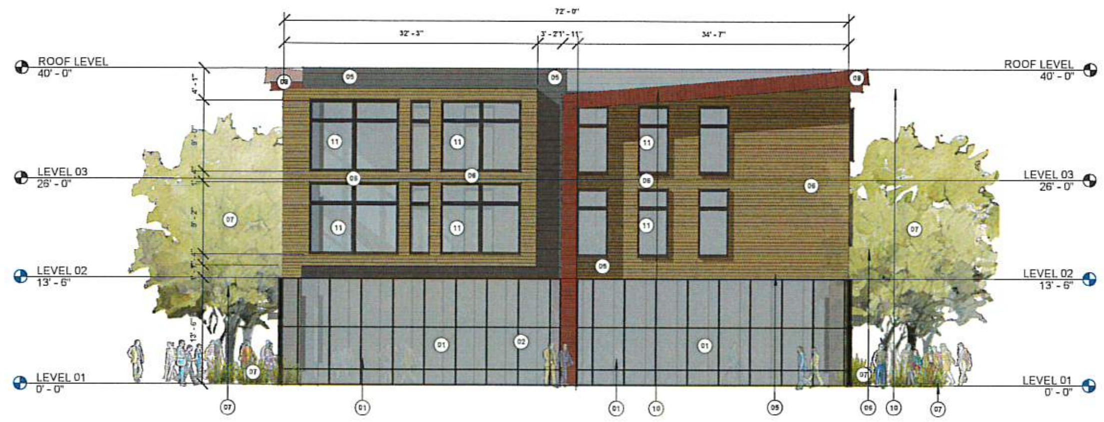
E1 MIXED USE CONCEPTUAL EAST ELEVATION
3/32" = 1'-0"



C1 MIXED USE CONCEPTUAL WEST ELEVATION
3/32" = 1'-0"



A1 MIXED USE CONCEPTUAL SOUTH ELEVATION
3/32" = 1'-0"



A4 MIXED USE CONCEPTUAL NORTH ELEVATION
3/32" = 1'-0"

GENERAL NOTES

IT IS THE REQUIREMENT OF THE REVIEWING PARTIES TO FAMILIARIZE THEMSELVES WITH THE ENTIRE SET OF DESIGN DOCUMENTS AND ANTICIPATE THE COORDINATION BETWEEN TRADES BEFORE SUBMITTING BIDS OR PROCEEDING WITH THE CONSTRUCTION WORK. IF A CONFLICT OF CONSTRUCTABILITY EXISTS, REFERENCE MUST BE MADE TO THE INTENT OF THE DRAWINGS WITH CLARIFICATION SOUGHT FROM THE ARCHITECT.

FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY WORK. CONTACT ARCHITECT FOR ANY CLARIFICATION REQUIRED, INCLUDING POSSIBLE DISCREPANCIES ON THE DRAWINGS OR BETWEEN TRADE DRAWINGS.

PLAN NOTES

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KEY NOTES

01 CORNER GLAZING ON FIRST LEVEL FOR TRANSPARENCY THROUGH THE BUILDING MASSING AND TO PROMOTE COMMUNITY COMMERCIAL DEVELOPMENT
02 LARGE AREAS OF GLAZING ALONG FIRST LEVEL FOR RETAIL AND OFFICE SPACE, BRINGING DAYLIGHTING INTO THE INTERIOR SPACES.
03 MULTIPLE ENTRANCES ALONG BOTH SIDES OF BUILDING TO PROMOTE MULTIPLE SIZED COMMERCIAL AND RETAIL DEVELOPMENT FOR COMMUNITY INTERACTION
04 STAIR AND ELEVATOR TOWER MASSING EXPRESSED ON FACADE FOR SUBTLE WAYFINDING AND DIRECTIONALITY TO THE BUILDINGS
05 DURABLE FACADE MATERIALS - METAL PANEL IN CHARCOAL GRAY TONES, BASIS OF DESIGN MORIN PANEL
06 DURABLE FACADE MATERIALS - WOOD LOOK HARDIE BOARD IN NATURAL FINISH, BASIS OF DESIGN HARDIE PLANK WITH ALPINE PRECOAT MAHOGANY
07 LANDSCAPING SURROUNDING BUILDINGS AND SIDEWALKS
08 ROOF EXTENDING THE FACADE FOR ADDITIONAL SHADE
09 METAL AWNING / FACADE ACCENT FOR FACADE ARTICULATION AS REQUIRED
10 DURABLE FACADE MATERIALS - METAL PANEL IN RUST TONES, BASIS OF DESIGN MORIN PANEL
11 GLAZING, BASIS OF DESIGN AMSCO STUDIO SERIES IN DARK BRONZE EXTERIOR COMPOSITE FRAME

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OUTWEST

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CRANDALL CAPITAL

4001 Kearns Blvd, Park City,
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QUINN'S JUNCTION MPD AMENDMENT AFFORDABLE HOUSING MIXED-USE DEVELOPMENT

No.	Description	Date
1	ADDENDUM 1	19 1231

7/16/2020 8:00:44 AM

Project number 2023
Date 07/12/2020
Drawn by O. BUTLER
Checked by T. SMITH

EXTERIOR ELEVATIONS

AE200

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Winter Transportation Operations Update

Suggested Action:

Attachments:
Old Town Winter Transportation Operations Plans Staff Report

Exhibit A: HPCA Winter Parking Transit and Circulation Letter

Exhibit B: Drop, Load and Staging Zone 2020-2021 Recommended Plan

Exhibit C: 2020 Old Town Employee Parking Options

City Council
Staff Communication

Subject: Old Town Winter Transportation Operations Plans
Author: Sarah Pearce, Jenny Diersen, Johnny Wasden
Department: Transportation, Economic Development, Parking Services
Date: November 12, 2020
Type of Item: Informational

Summary
In preparation for this winter under COVID-19 conditions, staff is prepared to implement interconnected transportation initiatives that continue our support for the Old Town area and Main Street. These include a free public transit service, proactive traffic and congestion monitoring program, parking management, marketing, and a comprehensive curbside pick-up and drop-off program. (Old Town Winter Transportation Staff Report – October 13 p. 54)

Staff is reinstating the operational management programs to support the safe, orderly, and balanced access to Old Town. Taken together, these programs not only further the Community Critical Priority of Transportation, but they also incorporate the ability to respond to changing conditions due to COVID-19 related impacts. Finally, staff went to great lengths this year to include and integrate stakeholder input and feedback.

Stakeholder Support
As noted, the final plans outlined in this report were created in partnership with many stakeholders, including HPCA (Exhibit A), Lodging Association, Ground Transportation companies, and DLS permit holders. These programs are complex and integrated, with many competing perspectives that are often opposed. Staff will continue to monitor these programs, seek feedback throughout the winter season, and adapt operations as needed to meet changing demands.

Program Activation Timeline
- November 15 Transit moves to Winter Service Phase I
- November 20 DLS zones reactivated
- December 13 Transit moves to Winter Service Phase II
- December 18 Parking Management Program activated
- December 19 Traffic Operations Center (TOC) activated

Transit Winter Service
Park City Transit will move to its Winter Service Phase I on Sunday, November 15th. Phase I includes all planned route changes provided at the September 22, 2020, Council meeting (p. 39), except increasing the frequency of the Lime and White Routes. From November 15 to December 12, the frequency for the Lime and White routes will remain at 30-minutes. On Sunday, December 13, the Lime will change to a 15-minute frequency during peak hours (6am-10am/3pm-7pm), and the White will change to 15-minute frequency from 7am-7pm. Outside of these hours, frequency on these routes will be 30-minutes.

Drop, Load, Staging Zones (DLS)
The DLS program was suspended in March due to COVID-19 impacts. Staff has coordinated with stakeholders to reinstate the DLS program to help Old Town handle a predicted increase in

winter drive-traffic. Most of the stakeholder feedback was supportive, with only minor modifications suggested to improve efficiency for different users. This program is focused on safe and efficient drop-off of guests to support local businesses on Main Street while alleviating congestion and impacts from Ground Transportation companies on residential neighborhoods. Changes include consolidating zones (Exhibit B) and offering a one-year-only COVID-19 relief renewal permit for $100. New permittees will pay the standard $200 fee for the annual permit. For those Ground Transportation companies that do not purchase a DLS permit, drop and load areas are still available on Swede Alley, Brew Pub Parking Lot, and 9th Street for free.

Staff worked closely with HPCA to consider additional curbside pick-up locations to support businesses and customers. Based on HPCA survey feedback, the HPCA Winter Planning Committee agreed that the current 15-minute parking areas around Main Street, coupled with 1-hour free parking in China Bridge, is sufficient for this demand under existing conditions. Additional locations are not planned at this time, yet staff intends to meet with HPCA and other important stakeholders monthly to receive feedback and make adjustments if warranted.

Parking Management Program

The Downtown Parking Management Program has been in place since December 2017. The goals remain – incentivize transit ridership, reduce traffic congestion, and efficiently allocate parking spot turnover—to benefit the health and vibrancy of commercial areas and respect residential neighborhood quality of life. This is a very difficult balance to strike given the competing interests.

As illustrated in the previous staff report presented to Council on October 13, 2020 (p. 54), recent data indicates a strong return of consistent parking demand in Old Town. This is especially true for Main Street and surface lots where average occupancy regularly reaches 85%. The Downtown Parking Management Program and industry-standard use 85% consistent occupancy as a justification to begin parking management strategies such as paid and permit parking threshold.

In normal circumstances, paid parking rates seasonally fluctuate to meet demand appropriately. The pandemic climate has resulted in unprecedented challenges, making it difficult to determine appropriate pricing. Based on summer observations, previous year's seasonal data, and the anticipated increase of single-occupancy vehicles this winter, the decision was made to restart paid parking on December 18, as outlined in the table to the right. Two noted changes from last winter season include reduced hourly rates in China Bridge ($3/hr in 2019/20 winter) and free parking all day in the North Marsac Lot.

Location	Rules	Peak Season
Main Street	Time Limit	3 hours max
	11am-5pm	$2 per hour
	5pm-12am	$4 per hour
Brew Pub	Time Limit	3 hours max
	11am-5pm	$2 per hour
	5pm-12am	$4 per hour
China Bridge *1st hour FREE*	Time Limit	No max
	12am-5pm	FREE
	5pm-12am	$2 per hour
Swede Alley	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	$3 per hour
Bob Wells Plaza	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	$3 per hour
Flag Pole	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	$3 per hour
Galleria	Time Limit	1 hour max
	12am-5pm	FREE
	5pm-12am	$3 per hour
North Marsac	Time Limit	24 hours max
	12am-5pm	FREE
	5pm-12am	FREE
Upper & Lower Sandridge	Time Limit	24 hours max
	12am-5pm	FREE
	5pm-12am	FREE

Employee Parking Options

Staff has worked extensively with the HPCA and other key Old Town businesses to balance effective free public transit and parking solutions for visitors and employees this winter. Based on the feedback, employee parking options will be similar to last year, with only one new option to purchase a monthly China Bridge parking permit. Limited quantities will be available. See Exhibit C for all employee parking options (flyers will also be published in Spanish).

Park Avenue Striping Delayed until Spring
On September 17 (p. 28), 2020, the Council approved a pilot project on Park Avenue to experiment with a new striping pattern, adding a dedicated bike lane, creative crosswalks, and removing parking on one side of the street to slow traffic and create a better neighborhood aesthetic and feel.

Vendor delays and weather pushed this project too far into the fall for a successful implementation. Staff also received feedback from the Main Street businesses regarding a loss of parking, requesting we hold-off until spring due to COVID-19 uncertainty. This project has been rescheduled to Spring 2021.

Conclusion

Old Town transportation programs are an integrated system that requires ongoing adjustments and constant oversight to maintain an appropriate balance – at any given time, the area contains various users with often competing wants, needs, and priorities. This complex system requires a great deal of work, balance, and collaboration with stakeholders and the public. The COVID-19 pandemic creates a new situation and environment that requires even more collaboration and flexibility as we enter winter operations.

Exhibits

Exhibit A: HPCA Letter of Support
Exhibit B: Drop, Load, and Staging Map 2020/2021
Exhibit C: Employee Parking Options

November 9, 2020

Mayor Beerman and City Council
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

RE: Winter Transit, Parking and Traffic Circulation

Mayor and Council:

The HPCA's Winter Operations Committee worked closely with City Staff to outline needs for the upcoming winter and plan operations that would benefit Historic Park City businesses and guests. Development of the 2020/21 winter plans was a collaborative process that looked at the entire system from paid parking, DLS zones, and transit service to employee parking.

The HPCA supports the phased implementation approach for winter operations and plans to continue working with City staff as feedback comes in as these efforts begin. The Winter Operations Committee will meet monthly with City Staff to adjust and make sure the plan meets the winter season's needs.

Please feel to reach out to me with any questions regarding this letter. The HPCA appreciates the collaboration with City Staff during this process as we work to help the businesses within the district during this unchartered time.

Best regards,

Alison Kuhlow

Alison Kuhlow
Executive Director

Exhibit B: Recommended 2020/2021 DLS Plan

Winter Program 2020/21 Dates:

Friday, November 20, 2020 to Saturday, April 10, 2021

*Staff may further extend into Spring/Summer 2021, as program was originally intended to be annual/year round. Initial stakeholder discussions supported consistent year round implementation.

**Staff may suspend the program for events such as Sundance Film Festival or other unforeseen circumstances.

ATTENTION OLD TOWN PARK CITY EMPLOYEES!

Paid parking is set to resume on **December 18, 2020**

Please read below to learn about your transit and parking options

The reintroduction of paid parking is small piece of a larger transportation strategy to reduce traffic congestion in town, incentivize bus ridership, and keep parking available for your customers.

COVID-19 has been hard on everyone, but now, more than ever, we will need to each do our part to keep Park City vibrant!

If you need assistance planning your commute, reach out to Parking Services and we will help you with options. **We are all in this together!**

Parking Services: 435.615.5303 | parking_permits@parkcity.org

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TRANSIT-BUS OPTIONS

Homestake Parking Lot
(Behind Boneyard Restaurant)

- Free employee parking - register with Parking Services (see bottom of page for instructions)
- Served by Park City on Demand bus and/or 5 minute walk to 1775 Park Ave bus stop in front of Fresh Market

Ecker Hill Park and Ride in Kimball Junction

- Ideal for SLC commuters
- Served by Transit every 30 minutes

Guaranteed Ride Home Program
For commuters who ride PC Transit
Registered participants who need transportation in case of an emergency or unforeseen circumstance can be reimbursed for their trip costs (excluding tip).
Visit parkcity.org/departments/grh to learn more and register for the program.

For Transit information visit:
parkcity.org/departments/transit-bus

PARKING OPTIONS

China Bridge Free Carpool Permit

- Two or more employees must plan to carpool to utilize the permit.

China Bridge Blue Square Permit

- Available for purchase for $400 a year
- If you purchased this permit in 2019, your permit expiry date will be extended to June 31, 2021
- Transferable to vehicles – works well for varying shifts.

China Bridge
Employee Permit

- $30 per month
- Limited number issued; first-come, first-served

Parking Locations and seasonal rates

Location	Rules	Peak Season
Main Street	Time Limit	3 hours max
	11am-5pm	$2 per hour
	5pm-12am	$4 per hour
Brew Pub	Time Limit	3 hours max
	11am-5pm	$2 per hour
	5pm-12am	$4 per hour
China Bridge *1st hour FREE*	Time Limit	No max
	12am-5pm	FREE
	5pm-12am	$2 per hour
Swede Alley	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	$3 per hour
Bob Wells Plaza	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	$3 per hour
Flag Pole	Time Limit	4 hours max
	12am-5pm	FREE
	5pm-12am	$3 per hour
Galleria	Time Limit	1 hour max
	12am-5pm	FREE
	5pm-12am	$3 per hour
North Marsac	Time Limit	24 hours max
	12am-5pm	FREE
	5pm-12am	FREE
Upper & Lower Sandridge	Time Limit	24 hours max
	12am-5pm	FREE
	5pm-12am	FREE

For Parking Permit information visit:
parkcity.org/departments/parking

HOW TO OBTAIN A PERMIT/REGISTER YOUR VEHICLE(S)

1. Visit parkcity.org/departments/parking
2. Have your phone number, license plate number and state, and employer information handy
3. Click the Old Town Employee registration link.
4. Fill out the registration form entirely

PARK CITY 1884

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Tate Shaw
Submitting Department: Recreation
Item Type: Staff Report
Agenda Section:

Subject:
Urban Park Zone Update

Suggested Action:

Attachments:
Urban Park Zone Staff Report

Staff Communications Report

Subject: Urban Park Zone Update
Author: Tate Shaw, Assistant Recreation Director
Department: Recreation
Date: November 12, 2020

On September 17, 2020, the City Council continued to a date uncertain the consideration of proposed Ordinance No. 2020-39 that would establish a new Urban Park Zoning District and re-zone five City-owned public parks from Recreation Open Space to the new Urban Park Zone. The staff report can be found HERE

The Planning Commission also requested that the Council delay action on the proposed Zoning Map Amendment until the Planning Commission could further review traffic impact studies related to the redevelopment of Park City Mountain Resort's base area.

Since then, staff completed additional work on the draft Ordinance, including revisions to definitions and changes to the list of allowed and conditional uses based on Council direction. Moreover, at the September 23, 2020, Planning Commission meeting, PEG stated that it would no longer seek encroachment into the Municipal Golf Course.

The proposed rezone applies to the following locations:

Park	Parcel	Acres
Rotary Park	PCA-108-C-X	2.82
Creekside Park	CRKSD-2-X	6.71
Prospector Park	PCA-3-3107-PC-X	4.67
City Park	SA-235-1-X SA-224-G-5-X SA-224-2-X SA-265-A-X (East of Park Ave) SA-400-4-1-X SA-360-A-X	7.80 1.65 3.90 4.18 5.98 9.08
North Parcels of the Municipal Golf Course	PCA-1001-D-X PCA-1001-6-X	57.02 10.55
South Parcel of the Municipal Golf Course	PCGCBNS-1-X	67.75

	TOTAL	**182.11**

Given that there is no longer any uncertainty, staff will return to Council on November 19, 2020, with a positive recommendation to move forward.

Agenda Item No:

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

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

Suggested Action:

Attachments:
October 23, 2020 Minutes

October 29, 2020 Minutes

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

October 23, 2020

The Council of Park City, Summit County, Utah, met in open meeting on October 23, 2020, at 8:30 a.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

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

SPECIAL MEETING

I. ROLL CALL

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

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

Mayor Beerman opened the meeting for anyone who wished to submit comments to the Council on items not included on the agenda. No comments were submitted. Mayor Beerman closed the public input portion of the meeting.

III.) NEW BUSINESS

1. Discuss Park City Municipal CARES Act Funding and Grant Program:

Jonathan Weidenhamer, Economic Development Manager, and Mindy Finlinson, Finance Manager, presented this item. Weidenhamer indicated Park City had recently received $2.9 million State and Federal CARES Act money for COVID relief. He asked that the Council appoint two Council liaisons to help set up a grant program and Mountainland Association of Governments (MAG) would administer the program. It was anticipated that revenue would decrease by 44% this winter. The grant money needed to be allocated and spent by November 30th with a possible extension to December 30th. He reviewed the proposed process for distributing the grants, including the application period, scoring and distribution. There would be money for profit organizations as well as non-profit organizations. Weidenhamer stated the applications and scoring would weigh the needs of the organizations. He recommended capping the organizations as those with 40 fulltime employees or less and indicated it was the City's responsibility to ensure accountability with the CARES Act rules.

Finlinson indicated the City and the recipients would be held to the previously mentioned deadlines of November 30th with an extension to December 30th if the City made a request to the State. She reiterated the money was for small businesses, so the City needed to define what determined a small business and then stick to that definition. The determination also needed to be made that businesses applying for these funds would be using it for new needs.

Council Member Joyce asked if the money would be divided equally between non-profits and for-profit businesses. Weidenhamer indicated he wanted to set the playing field so that it was equal, but not set limits on where the funding went. Council Member Doilney thought the more restrictive the rules, the less likely the money would be spent in an efficient timeframe.

Council Member Worel asked if the businesses would have to spend the money by November 30th if the extension was not granted, to which Finlinson responded in the affirmative. Council Member Worel asked how much time they would have after that to provide the paperwork. Finlinson stated MAG would work with the businesses to gather the audit trail.

Council Member Gerber asked how long they could spend the money if extension was approved. It was indicated grant recipients would have until December 30th to spend the money. Council Member Gerber asked if another extension would be created. It was indicated there were no plans for additional extensions at this time. Council Member Gerber asked if it was likely to have additional funding allocations. Finlinson stated there would not be any further allocations unless another stimulus package was passed.

Mayor Beerman indicated the businesses could count all expenses since March 1st in order to get out of the hole. Council Member Doilney asked if businesses could apply for this grant if they had applied and received other grants. Finlinson stated they could apply if they could show they had new needs.

Council Member Joyce stated this was just for businesses within the City limits and he thought that could be problematic for non-profits that had their offices outside the City limits. Council Member Worel wondered if the non-profits could segment out who received their services and show how many clients lived within the City limits. Weidenhamer stated the organizations needed to have a Park City business license. Finlinson noted she would look into being able to allocate funding based on the percentage of a non-profit's clients in the City limits. Dias stated if that was possible the liaisons could work with that. Council Member Joyce stated the for-profit businesses would have to be in the City limits and non-profits would have to demonstrate their impact in the City limits.

Council Member Henney asked about the County distribution, referring to the overlap in the gray area of non-profits, and stated the City could dovetail with what the County did in order to be mutually supportive of these organizations. Weidenhamer didn't know how the County had handled the situation, but indicated he would get those numbers and share them with the Council.

Council Member Joyce stated the City planned to keep $500,000 for municipal uses, and wanted to understand the allocation from the staff report. After some discussion, Mayor Beerman clarified $2 million would be distributed as grants and the remaining $950,000 would go for City reimbursements and other COVID updates, which included improving ventilation and updating technology for improved virtual meetings.

Mayor Beerman asked if the employee cap of 40 would be a problem for grant eligibility, especially with restaurants. Weidenhamer stated defining the cap as 40 fulltime employees and not 40 fulltime equivalent employees (FTE) would give the cap more flexibility. Council Member Doilney thought using a year to calculate fulltime would help since there were breaks in the tourist season. Mayor Beerman wanted to leave that determination to the liaisons. Council Member Joyce wanted the City to be consistent with what the County and MAG had done. Council Member Gerber stated the City received the money because it was a tourist based community and it didn't function as other communities did. She wanted to use the money for as many businesses in the community as possible.

Weidenhamer stated the grant application could open without the employee limit and more points could be given for businesses with small numbers of employees. Council Member Worel felt the City should be as specific as possible in the application given the strict time limit. Mayor Beerman liked weighting based on the size of the business for maximum flexibility.

Council Member Gerber asked what the communication plan was to get the word out. Weidenhamer stated staff would push this out to the public next week. It was determined that Council Members Joyce and Worel would be the liaisons for this allocation. Dias stated there would be a lot of stakeholder outreach and he thought all the Council members could be involved at some level. Weidenhamer stated the intent would be to come back with the award recipients on November 12th for Council approval.

Council Member Henney thought the process should be flexible, but the criteria should be set that this money was for disaster relief. He asked if Council Members Joyce and Worel needed help determining the intent of the funds. Council Member Worel felt there had been a good discussion with regard to for-profit businesses, but she wanted to discuss the non-profits. Mayor Beerman asked if there should be a lot of little grants or some more substantial grants. Council Member Joyce felt many businesses had received grants for some things and he thought there wouldn't be many requests for large funds. Mayor Beerman thought many businesses that counted back seven months of expenses would be eligible for larger funding.

Dias referred to the exhibits in the packet with the proposed points for weighting and stated the weighting system aligned with the critical priorities of the most vulnerable population, including mental health, wellbeing, and food insecurity. Council Member Worel asked why Accommodations and Food Services were included in the non-profit category. Weidenhamer noted the Christian Center, PC Eats and other non-profits provided food service. He stated they wanted to have a broad net to include as many businesses as possible.

Weidenhamer noted the City had also set aside $250,000 to help in the future after this money was distributed. Finlinson stated the City needed to stay away from per capita services. The distribution had to be based on need. Council Member Worel asked if liaisons should look at the percentage of a non-profit’s clients residing in the 84060 zip code. Council Member Henney felt that was wise. He referred to Exhibit E, Number Six and asked if the intent of this was to weight those entities high in order to help them pay rent or to amplify their services, and indicated those were two different purposes. He didn't think it should be weighted as heavily as proposed. Council Member Gerber agreed and noted there were non-profits that benefitted the community and their fundraising efforts had been limited, noting Recycle Utah. She didn't know if another category should be created for community services or community good. Mayor Beerman asserted the Council needed to trust the liaisons as they looked at the applications. Council Member Joyce supported both the grant money and the dining decks. He had another appointment and was excused from the meeting at 9:49 a.m.

Mayor Beerman opened the meeting for public comment.

Jocelyn Scudder, Executive Director, Summit County Park City Arts Council, advocated for funding for small businesses and non-profits. She stated non-profits had specific needs, like the need to serve more people during this time. Facilities were closed and the COVID numbers were not looking good for opening. She indicated arts and culture contributed to mental health, economic development and other benefits in the community.

Mayor Beerman closed the public input portion of the meeting.

Mayor Beerman requested the scoring for Exhibit E, Number Six be lowered from 20 points to 15. Council Member Henney was fine with the rescoring and stated there were non-profits that had been left behind and they had dire needs. He wanted to find those types of entities. He suggested lowering the score to five points. Council Member Gerber was comfortable with 10 or 15 points because there were other childcare entities that might apply. She didn't want to leave people out if the number was too low. Council Member Worel thought taking it down would level the playing field. Council Member Doilney agreed. The Council agreed to have Number Six scored with 10 points.

Mayor Beerman thanked all who brought this opportunity to fruition, including the Utah League of Cities and Towns (ULCT) and Matt Dias. He stated this was one reason why the City developed these relationships. He also thanked the Council because this money could have been kept to meet the City needs, and instead two thirds would go to the community.

2. Consideration to Extend the 2020 Main Street Dining Deck Lease Terms to Expire November 25, 2020:

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

Council Member Henney moved to extend the 2020 Main Street Dining Deck Lease terms to expire November 25, 2020. Council Member Worel seconded the motion.

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

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

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

October 29, 2020

The Council of Park City, Summit County, Utah, met in open meeting on October 29, 2020, at 4:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

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

Council Member Henney moved to close the meeting to discuss property and litigation at 4:30 p.m. Council Member Worel seconded the motion.

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

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 5:00 p.m. Council Member Gerber seconded the motion.

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

During the break, local artist Wyatt Pike performed on the guitar.

WORK SESSION

Summit County Affordable Housing Solutions Report Presented by Habitat for Humanity of Summit & Wasatch County:
Jason Glidden, Affordable Housing Manager, Allison Kuhlow, Historic Park City Alliance (HPCA) Executive Director, and Shellie Barrus, Habitat for Humanity (HFH) Executive Director, presented this item. Barrus stated the HFH launched a Cost of Home campaign nationally and they hoped to help 10 million individuals obtain housing. The report prepared for the City included a focus on resources for home production and equitable access to land. They met with leaders from Summit and Wasatch Counties. The workgroup in Summit County reviewed policies and looked at what worked for other communities. Kuhlow added that the workgroup focused on policy, funding sources, use of existing housing stock and advocacy. She pointed out that Park City had been emphasizing affordable housing for some time. She noted additional solutions for

affordable housing which included reducing the standard designs for land development, such as reducing the width of driveways; concurrent reviews and approvals of projects to reduce the time it would take to process a project; implementing a demolition tax that could be used for affordable housing; and implementing a percentage contribution or a portion of open space purchases to fund affordable housing.

Council Member Joyce indicated there had been discussions on expanding the setup projects beyond the master planned developments (MPD) to pay into the affordable housing fund or provide affordable housing. He asked if HFH could push for some State or regional legislative changes so Park City wouldn't be the one asking for it. Barrus thought HFH and other affordable housing groups could talk with legislators about changing some laws at the State level. Council Member Joyce asked how that initiative could get going. He felt it would be great to pool resources. Barrus stated HFH could reach out to some of the areas the ideas came from, and then bring people together to make plans on what would happen in the next legislative session. She noted HFH didn't have the resources to support the legal side of this. Council Member Doilney suggested asking the Utah League of Cities and Towns (ULCT) to see what other communities could be aligned with and collaborate together. He asked if Park City was that different from other cities with affordable housing problems. Mayor Beerman felt this was a unique city, but many communities were struggling with affordable housing. These were statewide problems and the State had subcommittees that were working on them. He requested that he and Dias be given the opportunity to discuss this with ULCT if that was the direction Council wanted to go. Council Member Doilney thought the demolition tax was interesting and noted it could be a real benefit to Park City. Council Member Gerber agreed and hoped there was a way to make the tax work by getting the legislature to change the law. She requested a future discussion on funding for affordable housing. Council Member Worel expressed interest in looking at altering driveways and parking areas to save space. Mayor Beerman stated there was an increase in sales tax years ago and a portion went towards open space. Next to several open space parcels was buildable land. He thought affordable housing would fit well in those areas.

Council Member Joyce liked the idea of having a discussion for funding affordable housing. Mayor Beerman indicated he would like a half day discussion on housing in the next couple of months.

Preliminary Aerial Study – Phase 1 Feasibility Update:

Mayor Beerman reviewed feedback from the visioning process was to have bold and innovative solutions for traffic problems. One area was aerial transportation as a future transportation mode. Julia Collins, Transportation Planner, and Franklin Williams, Transit Coordinator, presented this item. Williams stated he asked Snow Engineering to build some estimates on what it would cost to provide this type of transportation. Collins stated the study was a high level look to see if aerial transportation was feasible in the

City. The alignments for this mode of transportation would connect Park City Mountain Resort, Deer Valley, the Arts and Culture District and Old Town. Williams reviewed the operations for the system with longer hours in the winter and it would transport 1,500 people per hour, which could be increased with more cabins.

Williams stated the capital cost would be $64 million with operating costs of $3.5 million, which didn't include utilities, land acquisition, permits and City staffing. Those factors would add another $30-$35 million. He stated the main gondola paths would go above 338 private properties. He summarized this mode of transportation was feasible, but had its challenges. This was a good connection and transportation link in town, but it did not address regional connectivity. This study did not compare aerial transit to other transportation modes.

Collins noted other cities that used gondolas included Telluride and Breckenridge, Colorado. She proposed looking at gondolas in the long range and short range transportation plans. She also recommended performing a nodal connection study which would compare transportation costs and efficiencies. She stated the next steps included finishing the transportation plans, performing the nodal analysis, acquiring property for future transit opportunities and identifying funding strategies.

Council Member Doilney thought funding would be a problem, but the City needed to be ready when a funding source arose. He thought the City should continue to prepare for these opportunities. Council Member Worel agreed the City should be prepared when funding appeared. She asked if property owners owned the airspace above their properties. Williams stated the rule was that property owners owned 83 feet above the highest spot on their properties. For gondolas, easements would be the way to get around that. Council Member Worel asked if reliability would be studied in the nodal analysis. Williams stated gondolas were number one for reliability in moving people around. Collins recommended altering a State code which would restrict the alignment of the gondola.

Discussion continued during the regular meeting.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney	Present via technology

Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	
None	Excused

Preliminary Aerial Study – Phase 1 Feasibility Update (continued from Work Session):

Council Member Gerber was excited to see aerial transportation being discussed. She thought the local residents would ride the gondolas and there would be consistency for employees getting to and from work. She favored the nodal analysis and trying to acquire land for this purpose.

Council Member Joyce stated the City was working on the Arts and Culture District and the resorts were building or rebuilding their bases and he hoped there were land allocation plans for this mode. Mayor Beerman thought the resorts were aware and at least Deer Valley supported this mode. Council Member Joyce thought it should be on the back burner with the City nudging it along. He also thought it should start out of town in order to get people in and out of town. He didn't think the City had to own land and noted if the resorts wanted the gondola, they could provide the land. He thought it should be a low priority lens when proceeding with current construction projects.

Council Member Henney stated Council had talked about this for a long time and he was pleased to see the report. He liked to look at it as a springboard for future planning. He agreed that the City needed to be prepared and referred to the previously mentioned possibility that the Olympics might provide funding for this. He felt in addition to State and Federal funding, the resorts might need to contribute as well. He favored the nodal connection study to be in position if there were funding opportunities. He also thought land should always be looked at for possible transportation opportunities.

Mayor Beerman stated he went with the high school students to the City's sister city, Courchevel, France, and he used the gondolas to get around town. One takeaway was they took very little manpower. He had a preliminary conversation with State and Federal legislators and they thought this type of project could get some State and Federal funding. He noted Park City had narrow roads and they couldn't be widened. He felt a gondola or a fixed rail system would be needed to get people in and out of town.

The Council agreed to move forward with the nodal connections study.

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Henney indicated the Summit Land Conservancy closed on another property in Oakley for open space.

Council Member Worel indicated she enjoyed the desk concert between closed and work session. Yesterday there was a roundtable on Arts, Culture and Resiliency and the panelists were amazing.

Council Member Joyce stated that as of yesterday there were 18 applications for the $900,000 in CARES Act money. The U.S. had very high COVID cases, including Summit County. He was concerned the hospitals would be overwhelmed and would have to prioritize who received care. He encouraged people to stay safe.

Mayor Beerman asked if Council was good with the 2021 Council meeting calendar amendments that were emailed to them, to which they responded in the affirmative. Mayor Beerman stated the policy on written agenda comments would be that future written submitted comments would be in the written record only and not read aloud. Council Member Joyce noted that Council read all submitted comments. Mayor Beerman also stated the County was negotiating waste discussions and they were ready to act. He asked if Cartin could send a letter to the County Council requesting flexibility for the City to pursue a zero waste plan. The Council agreed that Cartin should send the letter.

Staff Communications Report:

1. Park City Municipal Corporation StormReady Status Renewal:

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

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

Steve Atwood via Zoom asked Council members to read an article about what the County was doing for dark skies. Park City was a sanctuary for dark skies. He believed in climate change. The night sky was beautiful, but could be terrifying.

Neal Krasnick via Zoom, stated he was interested in the gondola discussion, but noted it was expensive. He suggested asking for funds for single rail transportation. All the things the Council discussed were futuristic and he liked the new ideas and was against single vehicles.

Jacob Marchlewski: eComment submitted after the meeting concluded: "If the City is to consider aerial transit, feasibility of underground transit might also be a good thing to consider. Not long ago, one could use the tunnel network to travel from the Mayflower area near Jordanelle to near Downtown, and beyond to the Payday area. Using the tunnels would likely require notable investment, but it would allow people to move more discretely than a gondola, and using the existing connection to Mayflower could reduce traffic on Kearns."

Mayor Beerman closed the public input portion of the meeting.

Matt Dias acknowledged three employees who were retiring: Deb Wilde, Engineering Department, Maria Brandt, Parks Department Head Gardener, and John Pearce, Fleet Department. He expressed great appreciation for these valuable employees and highlighted some of their accomplishments. Mayor Beerman noted the City would lose over 90 years of collective experience and he thanked these employees for all they did for the community.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from October 1 and 13, 2020:

Council Member Gerber moved to approve the City Council meeting minutes from October 1 and 13, 2020. Council Member Doilney seconded the motion.

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

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contract Change Order No. 1 to the Construction Agreement with Stratton and Bratt Landscapes, LLC in a Form Approved by the City Attorney in an Amount Not to Exceed $40,294.00:

2. Request to Adopt Resolution 23-2020, a Resolution Declaring November 1, 2020 as "Extra Mile Day" in Park City, Utah:

3. Request to Authorize a Second, One-Year Amendment to Continue the Park City Municipal/Park City School District Fields Lease through November 8, 2021:

4. Request to Approve the Selection of Four Artworks for the Arts and Culture District Construction Fencing and Authorize the City Manager to Execute a Professional Services Agreement for Commissioned Art in a Form Approved by

the City Attorney Not to Exceed $600.00 for Each Artwork - Anna Leigh Moore, "Universe Below"; Libby Peterkort, "Breaking Ground"; Kathy Pratchett (JRES 3rd Grade Dual Language Immersion Class), "Thoughts, Ideas and Emotions: A Tribute to Jackson Pollack"; and Lauren Penze, "Sky's the Limit":

Council Member Joyce moved to remove Item Four from the Consent Agenda and approve Consent Agenda Items One, Two and Three. Council Member Worel seconded the motion.

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

4. Request to Approve the Selection of Four Artworks for the Arts and Culture District Construction Fencing and Authorize the City Manager to Execute a Professional Services Agreement for Commissioned Art in a Form Approved by the City Attorney Not to Exceed $600.00 for Each Artwork - Anna Leigh Moore, "Universe Below"; Libby Peterkort, "Breaking Ground"; Kathy Pratchett (JRES 3rd Grade Dual Language Immersion Class), "Thoughts, Ideas and Emotions: A Tribute to Jackson Pollack"; and Lauren Penze, "Sky's the Limit":

Council Member Joyce indicated he didn't have concerns with the art chosen, but he expressed concern with the Arts and Culture District funding in general. He favored having that discussion first. Mayor Beerman stated permission was given for the site preparation this winter. Dias stated there was direction for site suitability and soil remediation, and staff wanted the screening to be art. He noted this art would be owned by the City and could be used for other purposes. He knew this was a very big decision and staff was working to provide Council with a meaningful discussion. Dias stated staff would return to Council before tearing down buildings to approve construction contracts, but this was just preliminary work.

Council Member Worel thought tenants had been given notice because the City intended to start demolition. Dias stated that was correct and noted the contracts were being worked on, but staff wanted to give businesses notice so they could find other locations. Council Member Doilney thought it made sense to get the preliminary work done. Council Member Joyce thought this was a fiscal responsible decision and it was easy to imagine that it could be delayed or altered because of the pandemic. He thought there should be a fundamental discussion. Council Member Henney thought demolishing the land would increase the value irrespective of moving forward with the Arts and Culture District. Council Member Worel indicated there were always uses for a flat lot.

Council Member Joyce stated he had asked for a discussion for six months and he was frustrated. Other expenses were now showing up, but the cart was being put before the horse. He was okay supporting the fence, but he wanted a deeper discussion. Mayor Beerman stated there would be a difficult discussion coming soon.

Council Member Joyce moved to approve the selection of four artworks for the Arts and Culture District construction fencing and authorize the City Manager to execute a professional services agreement for commissioned art in a form approved by the City Attorney not to exceed $600.00 for each artwork - Anna Leigh Moore, “Universe Below”; Libby Peterkort, “Breaking Ground”; Kathy Pratchett (JRES 3rd Grade Dual Language Immersion Class), “Thoughts, Ideas and Emotions: A Tribute to Jackson Pollack”; and Lauren Penze, “Sky’s the Limit”. Council Member Gerber seconded the motion.

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

VI) OLD BUSINESS

1. Park City Community Foundation (PCCF) Report:
Diego Zegarra and Katie Wright, Community Foundation, presented this item. Zegarra thanked the City for the funding and moral leadership for Social Equity. He reviewed the timeline of the Social Equity critical priority. He noted the key areas of focus for Social Equity were affordable housing, inclusion, and education. Prior to the pandemic, PCCF developed a needs assessment, held workshops, and shared best practices with partner organizations. The following progress was made in the key areas: Affordable Housing - a task force was created and PCCF connected with new partners for advocacy and formed a coalition; Education and Early Childhood – PCCF continued funding and support of the Early Childhood Alliance, PC Tots, and Holy Cross Ministries, and employed expansion and support of other education initiatives; Inclusion – PCCF shared best practices with partner organizations to support equity conversations, and had an initial establishment of an equity advancement cohort.

Zegarra indicated inclusion was what was done every day. He felt this part of the work was about humanization and raising empathy from the community. He also noted the accomplishments of PCCF this year, including administering COVID response funds for housing stability, forecasting a scope of work through 2021, expanded nonprofit education, promoting an antiracist pledge, funding PPE efforts and hosting a communication channel with the Latinx community. He felt change could be effected when PCCF and PCMC worked together.

Council Member Gerber thanked PCCF for their work done so far, especially helping those in need during the pandemic. The work continued to expand and evolve and she hoped the work would be flexible to meet unexpected needs. She thought the affordable housing element would be critical for the City. Zegarra explained the cohort was two different education tracks, and 22 organizations would be represented in this training.

Council Member Doilney liked having the conversations, but he knew when one problem was solved, another problem presented itself. He was grateful PCCF could focus on Social Equity.

Wright stated the purpose of the Equity Cohort was to train the employers and employees of different organizations in the community so those individuals could identify what policies needed to be changed in their respective organizations. Council Member Henney asked for Wright's assessment of the courage in the community that was needed to discuss the hard topics so the City could discern what areas needed to be dealt with. Wright thought Park City had bold vision and the residents were courageous. Her concern was emphasizing a culture of learning in equity and inclusion. People would make mistakes, but those mistakes could be discussed so people could move forward and do better next time. Council Member Henney hoped groups that hadn't been included before would feel part of the conversation. He liked the Social Equity book club idea as well.

Council Member Worel liked the conversations regarding Social Equity because the community hadn't had these discussions before. She also liked the cohorts because it was evident there wasn't a common language being spoken as Social Equity was discussed. She was grateful the PCCF was flexible and able to support those in need during the pandemic. Wright stated the pandemic support was possible because 500 people had donated to help others.

Council Member Joyce stated PCCF was on track to take people's intent and develop new things when the pandemic hit and thwarted progress. He saw good discussion, but he hadn't seen much action. Wright stated the equity lens with regard to how resources were deployed was more inclusive because of the priority and the discussions that had been going on for the past year. Undocumented workers were a priority since they paid taxes, but weren't eligible for unemployment. She also saw food and rent insecurities and PCCF was able to help in an expedited way because of the work previously done regarding equity. Zegarra agreed much had been accomplished and now they were ready to proceed with actions, including looking at business owners, the County, the City and the School District.

Council Member Doilney liked Wright's comments and stated the deliverable was only known after it was delivered. We wouldn't know if you're successful until we look back and see the difference that was made because of your work.

Council Member Joyce wanted to make sure there was value in the needs identified. Childcare was an issue and it would be an area that could be looked at and solutions found to reduce that deficiency. Wright gave an example that the Early Childhood Alliance had a goal of having every child ready for kindergarten. There was a significant gap based on income whether a child started kindergarten at the right level. She was grateful Holy Cross Ministries and PC Tots were open to help those children.

Mayor Beerman opened the meeting for public input.

Gretchen Lee, Executive Director of Mountain Mediation Center (MMC): eComment: "I read the City Staff and PCCF social equity reports which will be discussed at Thursday's Council meeting and wanted to provide you with a brief update of MMC's Community Conversation programming that we've recently completed as part of our special service social equity contract with the City. Our work is not mentioned in the reports and wanted to assure it was recognized here. MMC received a contract from the City in December 2020 to facilitate a series of five "Community Conversations" in support of the City's social equity goals. MMC was successful in reaching a diverse group of community members, our goal being to enhance feelings of inclusion and understanding between individuals and also bring to light a range of unspoken concerns. Conversation topics included gender identity, tenants' rights, and the use of restorative justice practices in our community. Two of our Conversations were conducted entirely in Spanish. In total, 169 community members attended these events. Our final Conversation, which was held earlier this week, was attended by 45 individuals interested in using restorative justice practices to prevent conflict, to resolve conflict, and repair harm when it occurs throughout the community. A diverse group of individuals, including area teachers, school administrators, law enforcement, academia, and community leaders attended. Each MMC Conversation was led by trained staff members and/or volunteers to ensure adherence to restorative principles and practices. I will submit our formal grant report next month, but wanted to assure you were aware of our work and progress. Thank you."

Mayor Beerman closed the public input portion of the meeting and stated PCCF was a good partner and they had delivered with regard to Social Equity. He agreed that the community supported the vulnerable population during the pandemic because of the discussions held during the past year.

VII) NEW BUSINESS

1. Consideration to Continue an Ordinance Amending the Land Management Code to Allow Nightly Rentals as a Conditional Use in the Lower Rossi Hill Historic Residential Low-Density Area to a Date Uncertain:
Rebecca Ward, Land Use Planner, stated there would be a work session on December 17th to discuss nightly rentals.

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

Council Member Worel moved to continue an ordinance amending the Land Management Code to allow nightly rentals as a conditional use in the Lower Rossi Hill Historic Residential Low-Density area to a date uncertain. Council Member Henney seconded the motion.

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

2. Consideration to Adopt Resolution 24-2020, a Resolution Adopting a Temporary Tent and Outdoor Structure Approval Process to Aid Business Operations During COVID-19:

Jonathan Weidenhamer, Economic Development Manager, indicated the proposed temporary structures would have temporary regulations. The structures would have to follow the guidelines from the City, County and State. He displayed alternate language for the resolution that would allow all year-round businesses with Park City business licenses to be eligible for temporary outdoor structures.

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

Council Member Gerber asked if the outdoor structures would work for grocery stores and if the structures could be on public property. Weidenhamer stated this would apply to structures on the business' property, otherwise they would need to seek permission. He also noted the structures were required to be temporary or semi-permanent to qualify under this resolution.

Council Member Worel asked what was different about the regulations currently required versus the requirements under the temporary structure resolution. Dave Thacker, Building Official, stated the resolution would streamline the process by foregoing the administrative CUP process.

Council Member Joyce moved adopt Resolution 24-2020, a resolution adopting a Temporary Tent and Outdoor Structure Approval Process to aid business operations during COVID-19 as amended with the redlines as presented. Council Member Henney seconded the motion.

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

3. Consideration to Authorize the City Manager and the Mayor to Enter into Sales Contracts, Deed Restrictions, and Necessary Escrow and Closing Statements/ Authorizations with Qualified Home Buyers in a Form Approved by the City Attorney's Office for 1333 Park Avenue, Park City, Utah:

Rhoda Stauffer and Jason Glidden, Affordable Housing Department, presented this item. Glidden stated this was the last unit in Woodside Phase One to be sold. He updated Council that there were now an online application and an online waitlist for applicants to check their status. He also noted that between 2004 and 2016, there were 87 affordable housing sales and resales, but in the last three years there had been 127 sales and 26 resales. He thanked staff who helped with the contracts and meeting with the applicants.
Stauffer stated this property was historic so it would have an easement on it. She noted the buyer started in an affordable unit and now had the equity to afford an attainable unit. She felt this was one purpose of affordable housing.

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

Council Member Joyce congratulated the team, noting it was a long, hard process and it was nice to come to fruition.

Council Member Doilney moved to authorize the City Manager and the Mayor to enter into sales contracts, deed restrictions, and necessary escrow and closing statements/authorizations with qualified home buyers in a form approved by the City Attorney's Office for 1333 Park Avenue, Park City, Utah. Council Member Henney seconded the motion.

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

VIII) ADJOURNMENT

IX) PARK CITY REDEVELOPMENT AGENCY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, Executive Director Margaret Plane, Special Counsel Michelle Kellogg, Secretary	**Present via Technology**

None	**Excused**

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

Chair Beerman opened the meeting for public input on matters not on the agenda. No comments were submitted. Chair Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Authorize the City Manager and the Mayor to Enter into Sales Contracts, Deed Restrictions, and Necessary Escrow and Closing Statements/Authorizations with Qualified Home Buyers in a Form Approved by the City Attorney's Office for 1333 Park Avenue, Park City, Utah:

Chair Beerman opened the meeting for public input. No comments were submitted. Chair Beerman closed the public input portion of the meeting.

Board Member Doilney moved to authorize the City Manager and the Mayor to enter into sales contracts, deed restrictions, and necessary escrow and closing statements/authorizations with qualified home buyers in a form approved by the City Attorney's Office for 1333 Park Avenue, Park City, Utah. Board Member Henney seconded the motion.

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

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Mark Harrington
Submitting Department: Legal
Item Type: Staff Report
Agenda Section:

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

Suggested Action:

Attachments:
Mountain Mediation Services Staff Report

Exhibit A: Provider Compensation

Exhibit B: Provider Scope of Work

City Council
Staff Report

Subject: **Approve a Service Provider Agreement between Park City Municipal Corporation and Mountain Mediation Center**
Author: **Mark Harrington, City Attorney**
Department: **City Attorney's Office**
Date: **November 12, 2020**
Type of Item: **Administrative- Consent Agenda**

Recommendation:
Approve a Service Provider Agreement between Park City Municipal Corporation and Mountain Mediation Center (MMC) for a two year term in an amount not to exceed $30,000, in a form approved by the City Attorney. The contract contains an option for an additional 2-year term.

Background:

- Early in 2020, the City Council shifted several existing public service contracts awarded via the City Budget process to city departments to be managed as regular service providers by competitive selection by Requests for Proposals (RFP). Legal mediation services were one of those categories shifted.
- The mediation services historically were primarily to small claims court and appeals, with limited individual mediations. However, due to new leadership and stakeholder collaboration under MMC's Board, the services continue to expand to encompass broader community services, Community Conversations and Restorative Justice.
- An RFP was published on September 30 and October 30, 2020.
- Mountain Mediation Center submitted the only proposal. The proposal was responsive to the criteria and demonstrated a value of services offered in excess of the budget of $15,000/yr. for the contract [Primarily due to VIK of volunteer mediator hours which is over $11,000/yr alone].
- For over 15 years, Park City was the sole source of revenue for MMC, except for limited private mediations. The Board has expanded revenues from several new grant and donation sources so that City funding may be as little as 20%.
- The two-year term with an option for a second term is consistent with the preferred allocation from the budget department.

Funding Source:
Funding for the Mediation Services will come from the allocation of $15,000/year shifted from the public service budget.

Attachments:

Exhibit A: Service Provider Agreement Compensation
Exhibit B: Scope of Work

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Exhibit A:

Compensation for Mediation Services as set forth in MMC RFP Proposal Dated 10/8/2020

Annual Management Fee for Mediation Services (primarily ED salary): $15,000
(paid in semi-annual installments of $7,500 each)

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RESPONSE TO PARKCITY MUNICIPAL CORPORATION REQUEST FOR PROPOSALS (NON-BID) FOR MEDIATION SERVICES

PROJECT NAME: Mediation Services

PROJECT DESCRIPTION: Mountain Mediation Center will offer free or sliding scale mediation services and provide education and training to the community in conflict resolution and restorative justice practices. MMC will coordinate volunteer court-qualified mediators for small claims disputes, landlord/tenant, divorce/domestic and other family issues, real estate, land use, and other disputes. MMC is an organization with a 22-year history of providing mediation and other conflict resolution services to the community. Our organization a strong commitment to social equity, in particular to ensuring access to services to Park City's Latino community and to those with limited incomes. MMC incorporates restorative justice principles and practices into its conflict resolution services.

PROJECT TERM: The term of the agreement shall be for two (2) years.

BIDDER NAME: Mountain Mediation Center

DUE DATE: October 8, 2020

- **Criterion 1:** ***Accountability, Experience and Sustainability of Organization***

The mission of Mountain Mediation Center ("MMC") is to *provide the residents of Summit and Wasatch Counties with the support needed to prevent and resolve disputes and to transform conflict into progress.* Since 1998, MMC's mission has been to foster a compassionate community in which people listen to each other with understanding and mutual respect.

Historically, our work has focused on using mediation as a means to resolve disputes. Our mediators facilitate dialogue and resolve conflicts in many areas, including divorce, co-parenting, landlord-tenant relations, consumer-merchant, and HOA disputes, in each case avoiding costly, time-consuming, and adversarial litigation. In 2020, much of our work has reflected needs arising from the Covid-19 public health crisis and the instability it has brought to area tenants. MMC has been a leader on this issue, working extensively at the community level with other area nonprofits and governmental organizations to bring attention and resources to resolving landlord-tenant issues in our community. We expect this work to continue into 2021.

MMC also provides **conflict prevention** services, including training for nonprofits and businesses, community-wide landlord-tenant educational programming, and "*Community Conversations"* aimed at creating a sense of connection, belonging, and inclusion to marginalized and underrepresented populations in the community. MMC's Community Conversations are based on restorative justice principles.

Non-discrimination in providing programs or services.
MMC's mission is one that promotes individual empowerment and social equity. The practice of mediation and other forms of alternative dispute resolution have traditionally provided a way for people of all economic means to access and achieve a fair resolution without engaging in costly litigation. As Park City's population has grown and diversified, MMC has sought to be responsive to the community's changing needs. MMC is making investments in human resources and technology to better serve Park City's growing Latino community.

History of Compliance with previous PCMC contracts
MMC has successfully complied with all previous contracts, including reporting requirements, entered into with Park City Municipal Corporation.

- **Criterion 2. *Proposed Program Community Services and Impact***

Court Mediation/Legal Programs

For more than 20 years, MMC has provided free mediation services at the bi-monthly small claims mediation session at Justice Court and at District Court appeals in Summit County. In response to the court's closure due to the Covid-19 pandemic in March 2020, MMC met with Judge Kerr and court staff to enable our court-qualified volunteer mediators to safely and effectively address the growing backlog of cases using a Zoom technology platform. MMC plans to continue to use this platform until directed otherwise by the court.

MMC has a "bench" of five experienced volunteer small claims court mediators who mediate on a regular basis. MMC's court coordinator, Jay Dyal, and this group are in the process of assisting two additional individuals in fulfilling requirements to join the state's court roster. Both individuals have agreed to volunteer as mediators with MMC moving forward.

Year to date, MMC has mediated 23 cases in small claims court (including appeals), with 12 being resolved. This relatively high resolution rate of over 50% for these types of cases redirects cases away from the court system, saving the courts significant time, money, and resources.

Proposed Work:

MMC will:

a. Continue to provide free mediation services at twice-monthly small claims court sessions in Summit County and for all District Court appeals;
b. Continue to provide mediation services for the Pro Se Family Law Clinic hosted by Utah Legal Aid;
c. Undertake mediation referrals from Utah Legal Assistance for their low-income and Spanish-speaking clients; and

d. Continue to support and collaborate with existing state truancy and victim-offender mediation programs (4 MMC mediators have received state training in this area), and explore opportunities to expand truancy/juvenile mediation through the courts and schools.

Community Mediation Programs

As indicated above, much of MMC's work this year has been in response to the current Covid-19 crisis and the instability it has brought to area tenants. Executive Director Gretchen Lee works to bring together the necessary parties when addressing these issues. She participates in a weekly housing call with other attorneys, mediators, and nonprofit administrators throughout the state to ensure MMC can provide accurate, timely information to the community.

In June 2020, MMC hired Lirio Snachez as part-time Outreach Coordinator/Program Assistant. Having grown up in Park City, Lirio has been instrumental in reaching members of the marginalized and underserved Latino community. She regularly participates in Spanish speaking community calls around landlord-tenant issues and performs intake for Spanish speaking individuals.

Although MMC has received over 25 calls for formal mediation services, year to date, MMC has only conducted eight traditional mediations (5 on Zoom). We attribute the relatively low numbers to Covid-19, which does not allow MMC to conduct in-person mediations due to ongoing health concerns.

<u>Proposed Work:</u>

MMC will:

a. Provide general mediation services (landlord/tenant, domestic/family, work place, etc.) to both English and Spanish-speaking community members on a sliding scale basis;
b. Collaborate with Park City Bar to offer a CLE course on mediation/alternative dispute resolution services and techniques;
c. Expand current MMC roundtable education offerings (currently offered to MMC mediators) to community mediators. Our landlord/tenant roundtables have been approved by the Administrative Office of the Courts mediation program for education requirements for mediators on the state court roster;
d. Continue to offer conflict resolution/mediation trainings to the community; and
e. Continue to conduct targeted outreach to the Latino community.

Restorative Justice ("RJ") Program

MMC's RJ work is funded through other grants and contracts. For example, MMC has facilitated four Community Conversations so far this year which have been partially funded under a separate special service contract with Park City Municipal Corporation. Over 80 individuals attended three in-person Conversations held prior to the onset of Covid-19, and 39 individuals attended our recent Conversation entitled "*Reimagining our Justice System*" on Facebook Live (held in Spanish). Due to their success, MMC looks forward to renewing this contract with the City so that additional Conversations can be provided to the community.

In conjunction with our Community Conversations project, MMC is conducting focused efforts to inform and educate the community about RJ and its potential applications for both community building and resolving conflicts. MMC Board Chair Sam Mekrut is now leading a team of six MMC volunteers to implement a comprehensive RJ plan for our community. Team members are participating in an 8-week online training in "RJ Basics" put on by *RJ on the Rise* and will continue to gain competency in facilitating RJ processes through additional training and mentoring. MMC's long-term goal is to have local organizations, schools, the justice system and the broader community incorporate RJ practices into community building and conflict resolution processes. The first step toward this goal is to educate the community about RJ and its potential applications. MMC's RJ Team is currently working to turn out key community leaders to an October 26, 2020 online Conversation focused on RJ.

MMC recently began a dialogue with the local police department to include RJ as a part of their new cadet training and to use the RJ practices to enhance communication within their ranks. Ultimately, the goal of RJ is to create a positive dialogue between the police and sheriff departments and local residents - particularly those residents who historically have suffered discrimination, fear, and intimidation when interacting with law enforcement entities.

MMC continues to play an active role with the Restorative Justice Collaborative of Utah ("RJCU"). MMC also receives guidance and support from RJ organizations in Colorado, California, Florida, and groups and individuals with national affiliations.

- **Criterion 3. Fiscal Stability and Other Financial Support**

As MMC's programs have expanded in recent years, new funders have come in to support our work and our budget has continued to grow. Some of the funding reflected in our 2021 budget includes one-time funding from COVID relief efforts. We are using this opportunity to expand our efforts to reach out to both new grant sources and individual donors to ensure long-term, consistent funding of our growing program.

Please see attached Projected 2021 Organizational Budget

- **Criterion 4. Fair Market Value and Intangible Community Benefits of the Proposed Services (including ability to stretch resources by collaborating with other stakeholders and non-profits and other grant/funding sources)**

A large intangible impact of MMC's work is the effect it has on promoting civility and peaceful interactions in our community. Mediation keeps decision-making in the hands of participants, helping them improve communication skills and potentially avoid future conflicts. Working collaboratively to solve problems helps preserve relationships among community members.

As an organization that builds bridges, MMC is deeply committed to collaborating and supporting other service organizations whenever possible. We have traditionally partnered with groups such as PC Bar, Utah Legal Services, Peace House, Christian Center of Park City, Communities that Cares, PC Unidos, and other groups providing needed services to community members.

In light of the pandemic, this year MMC has focused on developing and strengthening alliances with groups addressing the ongoing rental crisis, including:

1) MMC participates in regular Utah Housing Coalition meetings with community and state stakeholders; and
2) MMC works very closely with *Utah Legal Services* and *People's Legal Aid* to refer individuals to these legal resources when mediation services are not appropriate.

Cost of Services Calculation

Calculations are based on $160 per hour as a fair market rate for ADR services (mediation, RJ process facilitation, and skills training), and $48 per hour for educational outreach, volunteer coordination, administrative staffing.

Court/Legal Programming (Per Year):

Small Claims and Appeals Mediation (based on 32 cases)	$ 10,240
Volunteer Coordination/Administrative	$ 3,072
Total	**$13,312**

Community Mediation Programming (Per Year)

Community Outreach	$12,000
Community Mediation Services (including admin)	$ 8,640
Education/Training	$ 2,000
Total	**$22,640**

Restorative Justice Community Programming (Per Year)

Approximately 20% of MMC's 2021 project organizational budget is targeted for restorative justice programming ($17,870). MMC will seek complementary funding from other entities to assure this programming will be funded and delivered.

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Program Management Fee and Operational Costs

Projected Operational Costs in 2021: $11,850
Program Management Fee for Mediation Services Program: $20,000

MMC relies heavily on volunteers, thereby maintaining relatively low operational costs.

Financial Information
Please see attached 2021 Proposed Organizational Budget, Balance Sheet and Profit and Loss Statement.

Quantitative and Qualitative Program Goals

The long-term, overarching goal of MMC's work is to promote more peaceful interactions between members of our community. When conflict occurs, our aim is to reduce its frequency, intensity, and cost. In providing mediation and other conflict resolution services, our goals are to help preserve relationships and leave people feeling more empowered to work together to solve problems. Progress toward these goals, while difficult to measure, can be reflected in enhanced collaborations and broader civic participation among members of disenfranchised groups.

Qualitative goals are outlined in the sections above. Specific quantitative goals for this project include:

- Provide outreach to 720 individuals in the Spanish speaking community, as per MMC implementation plan, with a focus on landlord/tenant education/mediation services
- Engage 80-100 individuals in education trainings (CLE, roundtables and other)

In light of the ongoing pandemic, it is difficult to project the number of mediation participants through our court and community mediation programs. MMC will continue to measure:

- # of total participants
- # of cases resolved or partially resolved
- # of Spanish-language mediation participants
- # of volunteer hours
- Satisfaction rates of mediation participants

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

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

Suggested Action:

Attachments:
Deaccession of Gravity and Gear Artwork Staff Report

Exhibit A: Mike Wong Professional Service Agreement for Commissioned Art

City Council Staff Report

Subject:	**Deaccession of Gravity & Gear Public Art**
Author:	**Jenny Diersen**
Department:	**Economic Development - Public Art**
Date:	**November 12, 2020**
Type of Item:	**Administrative - Consent**

Recommendation

Approve deaccession of the *Gravity & Gear*, an interior sculpture at the PC MARC from the Park City Public Art Collection due to excessive maintenance. Council maintains final authority on all matters regarding the deaccession of artwork.

Executive Summary

On March 9, 2017 (pg. 253 / minutes 13), Council approved *Gravity & Gear* and entered into a Professional Services Agreement for Commissioned Art (Exhibit A). Gravity & Gear is the prominent interactive art sculpture suspended from the MARC ceiling between the first and second floors. Based on the artist's commitment and the significant maintenance required to operate a kinetic sculpture, the artist offered a ten-year warranty. This was an extraordinary offer, and a primary reason PAAB supported the project, as normally an artwork warranty expires after one year.

The project proved to be very challenging to complete and has required excessive maintenance. Based on a thorough process and recommendation from the Recreation Department and the PAAB (along with several City Departments), staff recommends deaccessioning the artwork.

Background

The artwork's installation required five contract addenda (Exhibit A) due to unforeseen challenges. In coordination with the artist, the 5th addendum (p. 42 of Exhibit A) specifically added payment terms that reduced project funding by $100 for each day the project was incomplete. Ultimately, the artist lost money on the install.

Since that time, the artwork has continued to require excessive maintenance, far beyond a standard warranty, and has been challenging to keep in working order. In January 2020, the artist agreed to check in on the piece four times per month. Maintenance included:

- IIKOS Balls falling out of the sculpture, a safety concern for MARC staff, and at times the sculpture has not had any IKOS balls in the artwork;
- IKOS Balls getting stuck in the sculpture, with slope now allowing them to return;
- Bike chain breaking;
- Difficulty for patrons to turn the bike pedals due to resistance level;

- Coil that carries balls up to the sculpture bending which prevented the IKOS balls from catching to return up the coil; and
- Noise stemming from the bike when ridden.

In April 2020, due to the artwork not functioning (coupled with concerns of spreading Covid-19), MARC staff requested that the bike (used to power the artwork) be removed until further notice, leaving a non-operating, non-kinetic artwork. On July 9, 2020, MARC staff submitted a request to remove the facility's kinetic sculpture because of continued concerns about not operating as intended or designed and ongoing maintenance needs.

Analysis

At the August 10, 2020, PAAB meeting, the deaccession request was reviewed under the City Council's decommissioning policies (p 13), as well as the Professional Services Agreement (Exhibit A). Staff received public comments from a resident and City Council member Joyce, who requested to leave the piece as a static sculpture. PAAB expressed a desire to explore the static alternative and made a unanimous recommendation for staff to report back at the September meeting before making a final decision.

The artist affirmed he was willing to help and preferred to keep the structure in place, as it was costly and time-consuming to create. The MARC staff continued to request the removal of the structure in entirety. The Chief Building Official determined that the structure would not be reusable in a different location, but remaining in place did not constitute a life safety issue.

On September 15, 2020, PAAB reviewed updates from staff and took additional public comment. The artist stated that the piece was more appealing in motion and was not offended by the removal request and he had appreciated the opportunity. Ken Fisher, Recreation Manager, stated that the bike was removed because it was so often not operational and received patron comments that the piece lacked purpose when static. He noted that the artwork was also challenging to clean.

PAAB ultimately recommended removing the artwork because the static structure did not meet the original intent and functionality. Unfortunately, a new site for the artwork has not been identified, and there may be no market for resale.The recommendation for deaccession was unanimous.

If the City Council approves deaccession, staff will contract for the removal using PAAB resources and attempt to up-cycle items, such as skis and poles, and the metal coil before disposal.

Attachments

Exhibit A: Professional Services Agreement for Commissioned Art with Addendums

PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
COMMISSIONED ART

THIS AGREEMENT is made and entered into in duplicate this Monday the 20th day of March, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Mike Wong of Iko, LLC , an individual ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project", the "Work" or the "Art"). The total fee for the project is estimated at $9,800.00 (nine thousand, eight hundred dollars) and shall not exceed $12,000.00 (twelve thousand) Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on Wednesday, May 31, 2017 unless extended by mutual written agreement of the Parties.

3. **COMPENSATION AND METHOD OF PAYMENT.**

A. Payments for services provided hereunder shall be made as follows: Thirty-three percent (33%) of Contract Price upon execution of this Agreement and thirty-three percent (33%) upon delivery of the finalized and approved working prototype, and thirty-four percent (34%) upon final acceptance of the Project by the City.

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

4. **REPRESENTATIONS AND WARRANTIES:**

Service Provider represents and warrants to the City that:

A. Materials and Workmanship: The materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by Exhibit A attached hereto, the Project will be free from defects and faults in material and workmanship and the Project will conform to the requirements of Exhibit A;

B. Copyright: Neither the Art nor its components or any other element of the Project infringe or violate any copyright or patent right held by any person;

C. Title: Title to the Project, including the Art and all materials and components thereof, will pass to the City upon receipt of final payment by Service Provider free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens," and no materials incorporated into the Project have been acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the seller; and

D. No Finders Fees: All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against the City for a finder's fee, brokerage commission, or other like payment.

E. Licensing: Service Provider and if applicable any subcontractors shall possess and maintain in good standing throughout the term of this Agreement all licensing/certification necessary to perform all services provided for in this Agreement, including but not limited to applicable contractors, architectural, and engineering licenses/certification.

F. Original Creation: Service Provider represents and warrants that: (a) the work described in Exhibit A ("the Work") is the original creation of the Service Provider; (b) the Work is unique and an edition of one; and (c) no identical Work will be created by the Artist;.

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. RISK OF LOSS.

The Service Provider shall be responsible for the care and protection of all work performed by the Service Provider until completion of the installed Work and acceptance by the City and shall repair or restore any damaged work; provided however, that the Service Provider shall not be responsible for any damage that occurs after acceptance by the City unless such damage is caused by an act or omission of the Service Provider.

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 defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

The 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, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

A. General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage.

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

B. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

C. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

D. 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.

9. TREATMENT OF ASSETS.

A. Ownership: Service Provider hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the project Work and all proprietary rights thereto.

B. Duplication of Art:

(i) Service Provider hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the project Work and all proprietary rights thereto. Service Provider retains all rights under the Federal Copyright Act and all other rights in and to the Work except ownership and possession, and except as such rights are limited by this Agreement.

(ii) In view of the intention that the Art in its final dimension shall be unique, Service Provider shall not make any additional exact duplication or reproductions of the final Art, nor shall Service Provider grant permission to others to do so except with the written permission of the City; provided however, that the Service Provider may use depictions of the Art in personal promotional materials such as portfolios or resumes, and techniques and design elements from the project in creation of other Art in body of work.

(iii) Service Provider grants to the City and its assigns an irrevocable license to make two- and/or three-dimensional reproductions of the Art for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Service Provider's name in any such advertisement, brochure, media publicity, catalog or other similar publication in which the Art appears and to notify the Service Provider of its efforts.

C. Repair or Restoration: Where, in the opinion of the City or Service Provider, repairs and/or restoration of the Art are required for which Service Provider is not responsible pursuant to the terms of this Agreement, the City shall, when reasonably practicable, give Service Provider the opportunity to accomplish such repairs and/or restoration if a reasonable fee can be agreed upon between the City and Service Provider. Nothing herein shall obligate the City to make such repairs and/or restoration nor to contract with Service Provider to accomplish such repairs and/or restoration.

D. Independent Sale: If in the future the City wishes to sell the Art separate and apart from any real property to which the Art may be integrated or affixed, the City will use reasonable efforts to provide the Service Provider an opportunity to purchase the Art from the City. However, no liability shall attach the City by virtue of this section.

E. Notice: Service Provider agrees to keep the City notified in writing of changes in Service Provider's address, and failure to do so shall be deemed a waiver of Service Provider's right of first refusal in Paragraph 9D above.

F. Warranty: If, within ten years after the date of the completion of installation of the Project and acceptance by the City, the Project or any component or material thereof is found to be defective or to not be in accordance with the Design Plans and Construction Documents attached at Exhibit A, Service Provider shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given Service Provider a written acceptance of such condition. This obligation shall survive acceptance of the Project under this Agreement and termination of this Agreement. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which Service Provider might have under this Agreement, including Paragraph 4 herein. The establishment of the time period of one year after completion of installation and acceptance by the City relates only to the specific obligation of Service Provider to correct the Project, and has no relationship to the time within which Service Provider's obligations to comply with the Design Plans and Construction Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish Service Provider's liability with respect to an obligation other than to specifically correct the Project.

10. COMPLIANCE WITH LAWS.

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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property 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 equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103.

13. <u>CHANGES</u>.

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. <u>RIGHT TO INSPECT WORK IN PROGRESS</u>:

A. Service Provider shall provide the City access to the Project in preparation and progress wherever located. Whenever the City considers it necessary or advisable for the implementation of the intent of this Agreement, the City will have authority to inspect the Project and to require special inspection or testing of the Project or its components to ascertain whether it is in accordance with the Scope of Services attached as Exhibit A, or following the design phase, the Design Plans and Construction Documents. If such inspection or special inspection or testing reveals a failure of the Project or the components thereof to comply with the requirements of the Design Plans and Construction Documents, Service Provider shall bear all costs of the correction of the defective work, including compensation for the City's additional services made necessary by such failures; otherwise, the City shall bear the costs of such inspection and testing. Service Provider shall not be relieved from the obligation to fabricate and produce the Project and to install the Project in accordance with the Design Plans and Construction Documents by reason of the City's failure to reject the Project or any component thereof or by any inspections, tests or approvals performed by the City.

B. In the event the City does not find the Project, as it progresses, in compliance with the Design Plans and Construction Documents, the City will work to cure discrepancies with the Service Provider within the parameters and scope of the project. Any additional costs to the project due to discrepancies will be the responsibility of the Service Provider. The Service Provider must mend the dispute within a timeline of no more than 5 business days or request in written form for an extension. This Agreement, and/or the International Building Code, 2003 edition, the City has the option at any time and for any reason to terminate this contract. Payment will be made to Service Provider for the Project completed to date of termination. The state of the completion of the Project and the amount which may be due hereunder shall be determined solely the City. If such termination is due to a substantial variance from the Design Plans and Construction Documents set forth in Exhibit A, this Agreement, and/or the International Building Code, 2003 edition, the City shall have the option of paying nothing hereunder and of requiring repayment by Service Provider of any sums previously paid by the City. Upon such termination, Service Provider shall retain all rights to the concept, design, and the Art itself, including the right to complete, exhibit and sell the Art. However, upon such termination, the City shall have the right to require the Work itself be removed from the property of the City.

C. Service Provider agrees to accommodate reasonable requests by City for access to the Project in preparation and progress for the purpose of promoting the arts so long as such access does not interfere with the progress and timing of Service Provider's work.

15. PROHIBITED INTEREST.

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

16. 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 or deleted from the scope, at the option of the City.

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

17. 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.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

19. 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 that action or proceeding.

20. 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 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.

21. SEVERABILITY.

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.

22. ENTIRE AGREEMENT.

Park City Municipal Corporation Service Provider/Professional Services for Commissioned Art

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 nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

PARK CITY SUMMIT COUNTY UTAH
CORPORATE Seal
MARCH 1, 1884

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Park City Municipal Corporation Service Provider/Professional Services for Commissioned Art

SERVICE PROVIDER:
Name: Mike Wong, Iko, LLC
Address: 2960 Arabian Drive
City/State/Zip: Park City, Utah
Tax ID#: 46-4098220
PC Business License #: B-[illegible] 14215

Michael Wong
Printed Name

Signature

CEO
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 22 day of March, 2017, personally appeared before me Mike Wong, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the CEO (title or office) of IKO, LLC Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as Service provider (title) for Park City, a Municipal corporation.

Notary Public

MARY MCCLAUGHERTY
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 02/08/2021
Commission # 693427

Park City Municipal Corporation Service Provider/Professional Services for Commissioned Art

EXHIBIT A
SCOPE OF SERVICES:

The Project will be bound by the specifications referenced herein, according to the City's Request for Proposals, the General Project Requirements and Specifications provided by City, and Service Provider's Proposal for the Park City Municipal Athletic Recreation Center (PC MARC) Interior Entry Hall Public Art Project, Title of Artwork, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with the Contract Documents, this Agreement shall control.

All elements of the Project shall be designed, fabricated, installed, and constructed in compliance with all applicable building and development codes, including but not limited to the Municipal Code of Park City, Park City Land Management Code, and International Building Code, as amended. All on-site Project work shall be inspected for compliance with applicable codes by Park City staff, including but not limited to the Building and Engineering Departments.

1. **Site Location, Regulations & Timeline**:
Site Location: Park City Municipal Athletic and Recreation Center (PCMARC) Interior Hall Way. 1200 Little Kate Road, Park City, Utah 84060

Regulations:
The PC MARC Interior Entry Way Information:

- Visitors will enter the interior entry way through a door on the south end of the PC MARC.
- Artwork can be installed between the beams or on the beams, or on the wall within space.
- Current lighting is not directional and cannot be moved, removed, blocked or covered. Additional lighting may not be installed due to power constraints.
- Power is not available for this project.
- Ventilation may not be altered, covered, blocked or removed.
- Max size dimensions. Please consult floor plans and photos. (Attachment)
- To be ADA compliant, protrusions from the wall are not permitted to extend more than 4" from the wall, from above 16" above the floor, to 6'8" above the floor. Certain parameters may exist where this rule can be modified. The artist(s) or artist team should consult with the City Staff Liaison by the date and time listed for questions as listed in this RFP.
- The wall is created out of concrete with drywall.
- The steel beams may be incorporated into the design, but cannot be covered up in its entirety. The columns should remain exposed or at least partially exposed. Attachments or artwork onto the columns may need to be approved by the Building Department and Project Manager.
- Each wall section is approximately 30 feet long.

Park City Municipal Corporation Service Provider/Professional Services for Commissioned Art

- The interior entry hall way will be an engaging space and will also be used for gatherings, seating/study area.
- Artwork installation can be attached to wall studs. Installation will be reviewed by the Building Department.
- The artwork installation should occur between September 1 and November 16, 2016. The selected artist(s) or team will be required to coordinate schedules with the Project Manager and install the work while the building is open during its regular business hours.
- The artist or team selected is responsible for the design and creation of the art including performance of the services specified, but not limited to storage of materials, artist labor, insurance, materials costs, lighting, transportation, lodging, delivery, overhead, anticipated fabrication and installation cost and permits as required by City departments. The Artist(s) are responsible for maintenance of the work for 1 year after final acceptance of the project.
- The artist or team selected shall work with à Project Manager on all matters of the project including budgetary considerations, installation timelines and access to the space, as well as other items as pertains to the coordination of the project.

Artwork Location, Context and Constraints

The proposed location for the artwork installation is what is labeled as the "Interior Entry Hall" space. The Interior Entry Hall space shall be utilized by the public while the building is open. This is a premier space to the building. This area is envisioned as a flexible space supporting day-to-day casual lounging overlooking the athletic activities and tennis courts, as well as hosting small social gatherings.
The above space of the PC MARC Interior Entry Way is the designated location for an artwork installation. The wall is approximately 30 feet long. The bottom of the beams are approximately 10-1.5 feet above the floor. Artwork may be mounted to the existing wall, or suspended from the overhead structure, as approved by a Utah State Licensed engineer. Artists electing to attach to the overhead structural members will need to coordinate mounting points and structural loads with the architectural and engineering design team. To be ADA compliant, protrusions from the wall are not permitted to extend more than 4 inches from the wall, from above 16 inches above the floor, to 6 feet 8 inches above the floor. Certain parameters may exist where this rule can be modified, and if needed, the artist(s) or artist team should consult with the Project Manager.
An image with measurements has been attached to this RFP as Exhibit B.

Background:

The Park City Municipal Athletic & Recreation Center (PCMARC) re-opened in January of 2012 after an extensive renovation. This state-of-the-art City-owned facility offers recreational amenities for all ages and fitness levels. Open seven days a week to residents and visitors, this 85,000 square foot facility is a community gathering place. It is staffed with certified tennis, fitness, and recreation professionals to provide a quality experience. Amenities at the facility include: three lane indoor track; seven year-round tennis courts and four outdoor courts during the summer; weight and fitness area; group fitness studios; full-size gymnasium; outdoor pools; bouldering; party and game rooms; childcare; and a pro shop. The PCMARC is located in a residential neighborhood, surrounded by single family homes and condominiums, and is accessible by the City's free public transportation system, as well as easy vehicular access from main thoroughfares, and walking/biking routes.

Timeline:
March 9 - 31st: Ideation and Design phase. Upon completion of Service provider contract, release first payment.

April 1 - 7: Finalize working prototype. Working scaled prototype that proves all physics and physical components function. Delivered 4/7. Meet with PCMARC staff and Recreation Advisory Board (RAB) as requested by PCMARC staff. RAB meeting may be pushed to May 2^{nd}.

April 10: Public Art Advisory Board Meeting and Project Review. Upon board's approval of this stage of design, release second payment.

April 28: 3D CAD model will be delivered

May 1 - 25th: Components sourced / painted / prepped for install. Required Engineering approvals, Building Permits & Inspections. Final meetings with PCMARC Staff and RAB as requested by PCMARC Staff.

May 8: Public Art Advisory Board Meeting and Project Final Review

May 25: Install begins as coordinated between the Project Manager and PCMARC staff. Required Inspections and Building approvals.

May 31: Install Complete. Public Outreach/ Art Opening attendance required for, but not as part of project budget. Upon Final Acceptance by the City, release final payment.

2. Project Description:
The Interior Entry Hall to the Park City Municipal Athletic and Recreation Center is a premier space for the building. The space greets guests and as they arrive and connects both the entry way to the athletic facilities on the second floor of the building. From the project site you can also view the indoor tennis courts, climbing wall, gathering area and hallway to the outdoor tennis courts and pool.

The space demands artwork that is a visually stunning centerpiece. The piece that is selected shall be viewed from both the entry level as well as from the second floor. The piece selected should promote a sense of play, community and discovery.

Gravity and Gear will provide all visitors to the PC MARC with an opportunity to participate, and be amazed by a human powered kinetic art sculpture. The majority of the kinetic art sculpture is comprised of sporting equipment gear and recycled plastic components.

The majority of the art sculpture will be supported in a frame anchored to the 2 "I" beams depicted in the RFP. The art piece will encompass a 4,480 cubic footprint that will be highly visible from the 1st and 2nd floor. Visitors to the PC MARC will only be able to physically interact with the art piece through 2 pedal bikes located on the 1st floor.

Participants will have the opportunity to sit on 2 pedal bikes that will be located on the main floor. Their efforts will power a conveyor belt that lifts colorful weighted spheres into the sky and fuels the art sculpture. Both bikes do not need to be operated simultaneously, but doing so will invoke a sense of friendly competition and create more action throughout the art piece.

Gravity will take the spheres throughout a marble maze of adventure as levers are turned, skis are spun, weights are lifted, rackets are raised, and a sense of amazement is instilled. This is intended to be visually stimulating and low on the volume. Sound elements could be added with ease, but we do not want to over stimulate participants with sound.

The rate at which one pedals will also affect the amount of action the sculpture produces. When the bikes are not being utilized, the art piece will sit still in anticipation, waiting for the next participant to unleash their human power potential.

Art powered by people is what **Gravity and Gear** will represent!

3. <u>Task List</u>:

a. <u>Construction Documents</u>
Service Provider shall design the Project in a manner materially consistent with the Contract Documents.

b. <u>Design and Production</u>
Service Provider shall create all Art Elements of the Project pursuant to the approved Design Plans.

c. <u>Delivery & Installation of Art on Site</u>
(1) Delivery to Site – May 25, 2017
(2) Art Installation Complete –May 31, 2017

Park City Municipal Corporation Service Provider/Professional Services for Commissioned Art

Service Provider shall deliver the Art to the Project Site and install the Art pursuant to the approved Construction Documents on or before May 31, 2017. Completion date is subject to Item 2 in the Professional Services Agreement.

4. **Warranty**
Service Provider shall warranty the Project for material and workmanship for a period of ten (10) years following Project completion and acceptance by the City.

5. **Artist to insert Scope of Work with images or drawings and budget – Exhibit B**

Gravity and Gear

Proposal for the interior entry way of the PC MARC

Project name: **Gravity and Gear**

TEAM

Lead Artist: Michael Wong

Liquid PXL (Design group) - http://liquidpxl.com

Jim Hoffmeister

Engineering Students – PCCAPS 17'

Phone: 435.655.5414

Email: wong.mike@gmail.com

Mail: 2960 Arabian Dr. Park City, UT 84060

Theme

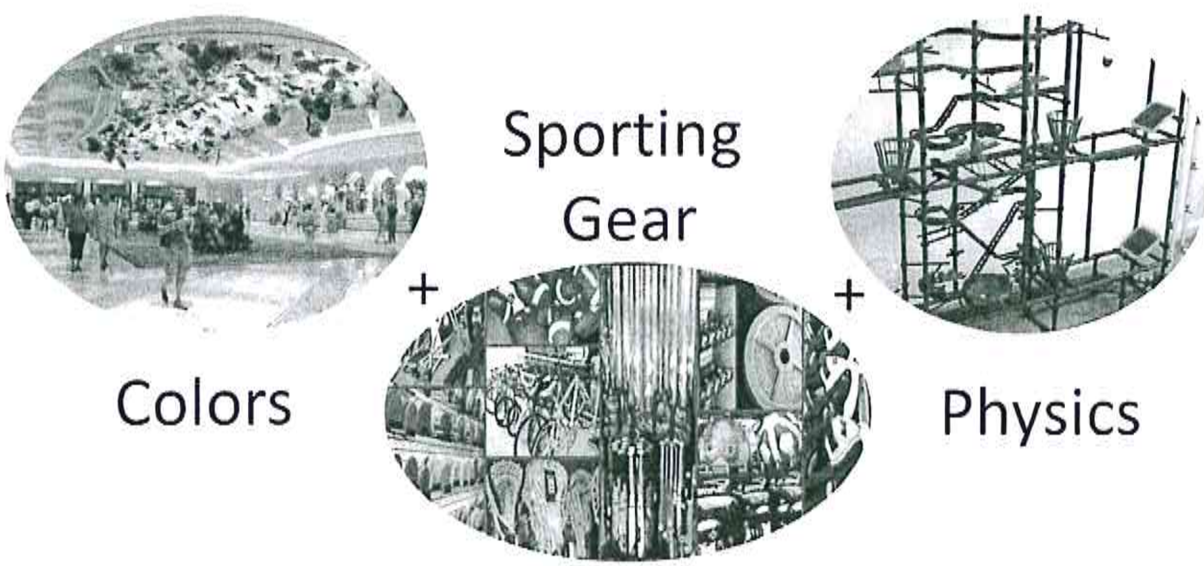
Combine stimulating colors with sporting equipment in an interactive kinetic sculpture powered by participants and gravity.

The Inspiration

Dale Chihuly is an American glass sculptor and entrepreneur. One of his works is displayed on the ceiling of the Bellagio hotel pictured below. The colorful array of curves and random patterns, provide a whimsical feel which will be replicated using IKOS, a colorful shape that was born out of the PC CAPS program.

Sports and the outdoor lifestyle is what motivates a great deal of people to utilize the PC MARC. Winter and summer sporting gear will comprise the majority of this piece which will be sourced from the recycle center.

Rube Goldberg was a Pulitzer Prize winning Cartoonist and engineer. He is best known for his contraptions that would capture the attention of viewers through movement and surprise. Utilizing basic physics principals, movement is combined with color and gear to amaze and entertain.



Concept

Gravity and Gear will provide all visitors to the PC MARC with an opportunity to participate, and be amazed by a human powered kinetic art sculpture. The majority of the kinetic art sculpture is comprised of sporting equipment gear and recycled plastic components.

The majority of the art sculpture will be supported in a frame anchored to the 2 "I" beams depicted in the RFP. The art piece will encompass a 4,480 cubic footprint that will be highly visible from the 1st and 2nd floor. Visitors to the PC MARC will only be able to physically interact with the art piece through 2 pedal bikes located on the 1st floor.

Participants will have the opportunity to sit on 2 pedal bikes that will be located on the main floor. Their efforts will power a conveyor belt that lifts colorful weighted spheres into the sky and fuels the art sculpture. Both bikes do not need to be operated simultaneously, but doing so will invoke a sense of friendly competition and create more action throughout the art piece.

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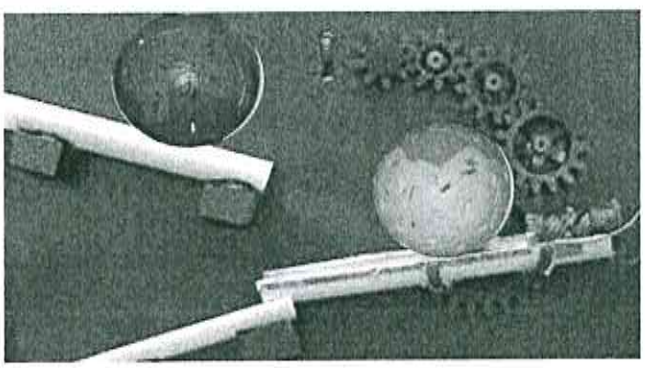
Art powered by people is what **Gravity and Gear** will represent!

Concept

Gravity and Gear will live above the the 2 "I" beams spanning 30 feet in Length, 7 feet in width, and 20 feet In height.

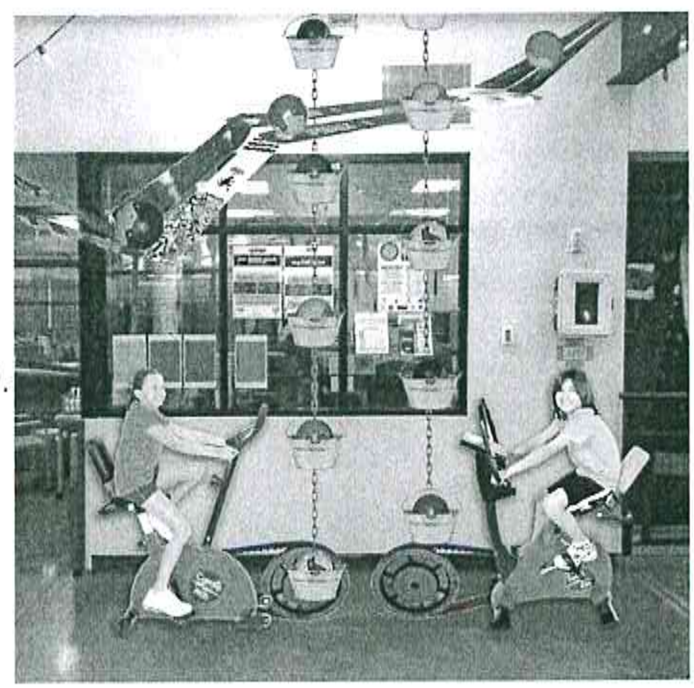
The interactive component is Comprised of 2 pedal bikes that power a conveyor belt of colored Balls from the bottom of the sculpture to the top.

The bottom of the sculpture will be 10 feet off the main floor and all moving parts from the Interactive component will be surrounded by plexiglass ensuring a safe and fun Environment.



The Pedal Bikes will be located against a west wall where a bench is currently located. We consulted with PC MARC staff about utilizing this location and confirmed no significant operational impact on traffic flow.

Interactive Component



Project Goals

The art piece **Gravity and Gear** is designed to be visually stunning from both the main floor and second floor. The piece is designed to engage the guests imagination and grant them the opportunity to interact physically with the art. This piece will showcase the numerous sporting activities Park City residents enjoy year round. Only the structural supporting elements will be new, ALL other aspects of this piece will be reused or recycled material.

The design and implementation of the piece is also intended to engage students at Park City High School and show kids they have the ability to create! Chris Humbert, the PCCAPS Engineering teacher, sees the educational value in designing and implementing a large public art instillation. Engineering and physics principals will be explored, tested, and implemented throughout this art instillation. If awarded this project, I will mentor and guide a team of students through the entire process from design to build. Students will experience everything that is involved in bringing an idea to life in a safe and creative manner, while working within the framework for public safety and a budget.

Because Park City High School students will be involved with this project, I am requesting an instillation date of **May 7th – May 15th 2017.** This will give the students plenty of time to fully design, analyze, and implement their creation throughout a semester time frame.

All structural instillation will be performed by licensed contractors and engineering documentation will be approved by city officials. As a full time resident of Park City and member of the MARC, I will personally monitor and maintain the functionality of the art piece for at least 10 years at no additional cost.

Budget

Total Ask: **$9,800.00**

$800.00 – Structural Engineering approvals / City Permitting fees

$3,800.00 – Artist and contract labor

$5,200.00 – New material

Channel strut, threaded rod, C-clamps, nuts, bolts, wire, hinges, bearings, L brackets, screws, chains

Repurposed

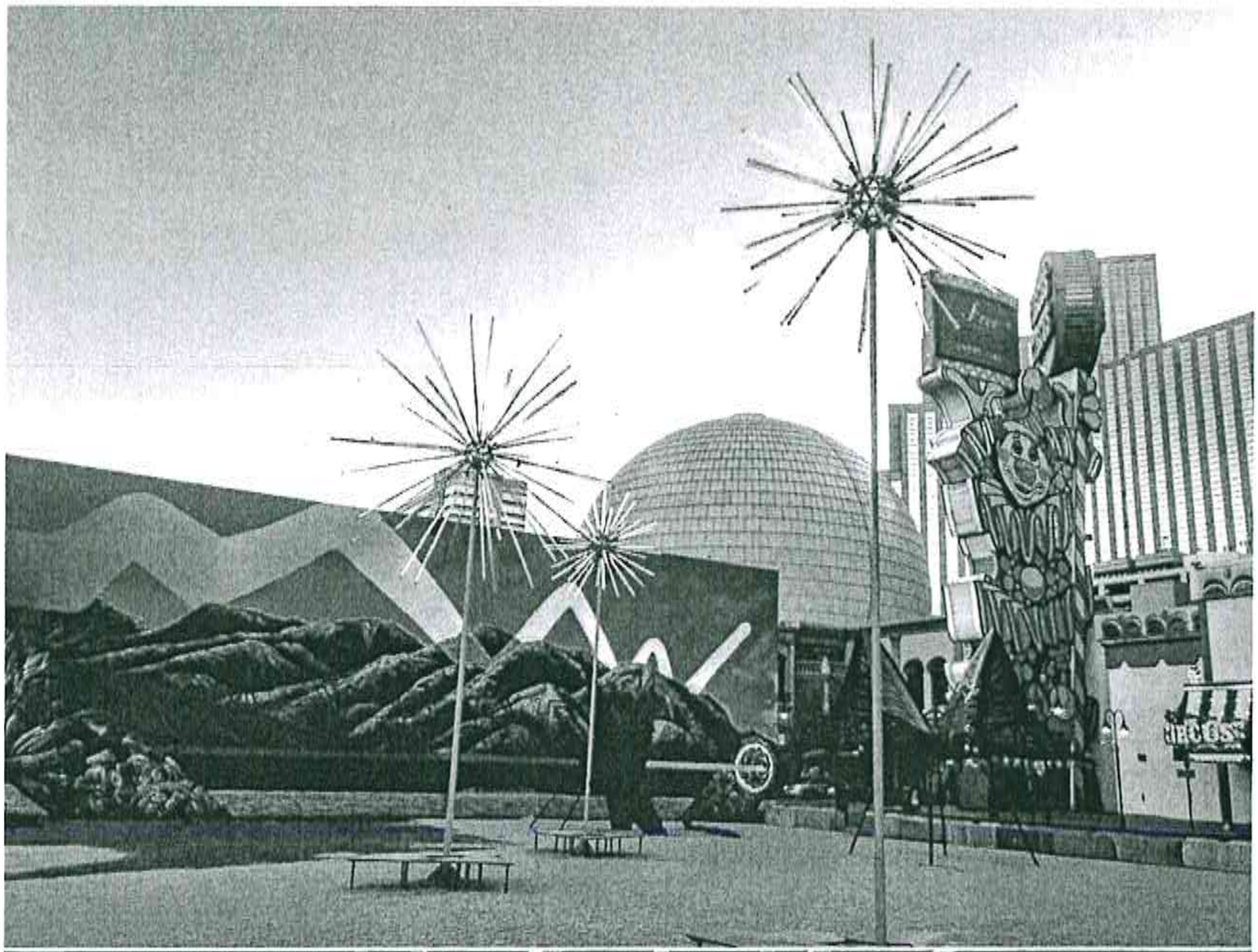
Skis, snowboards, rackets, balls, IKOS, bikes, nets, weights, polls

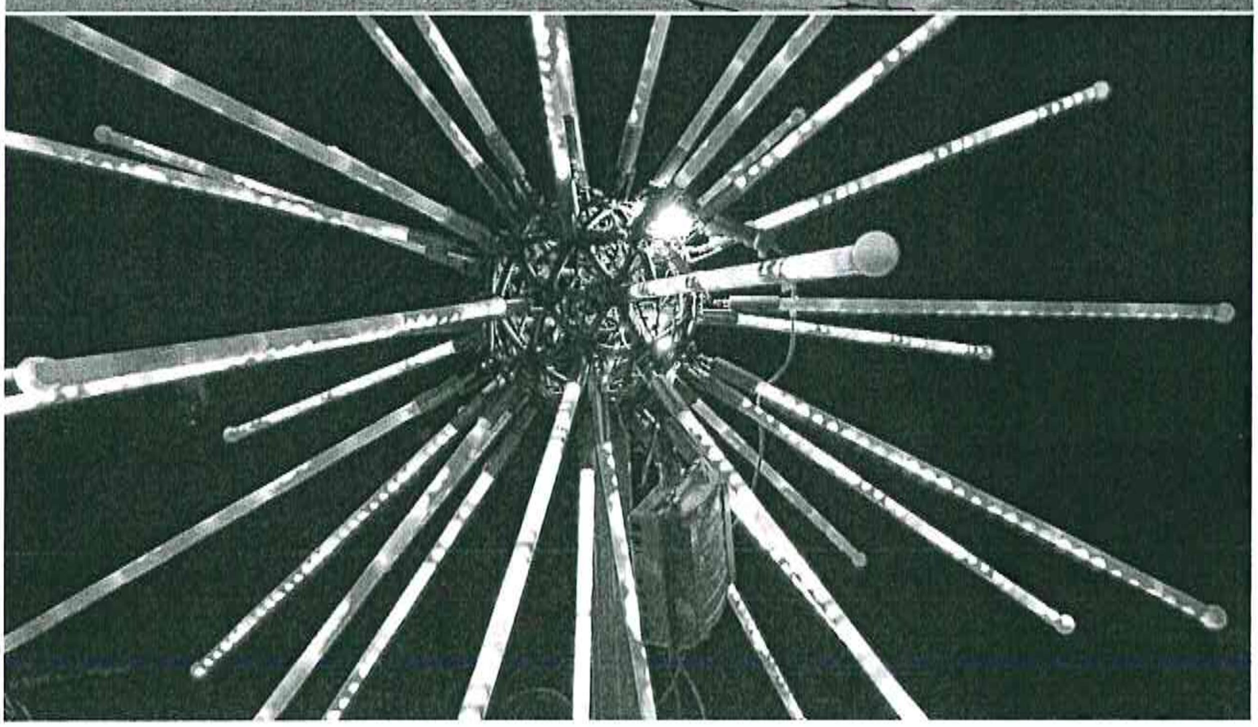
Statement of Qualification

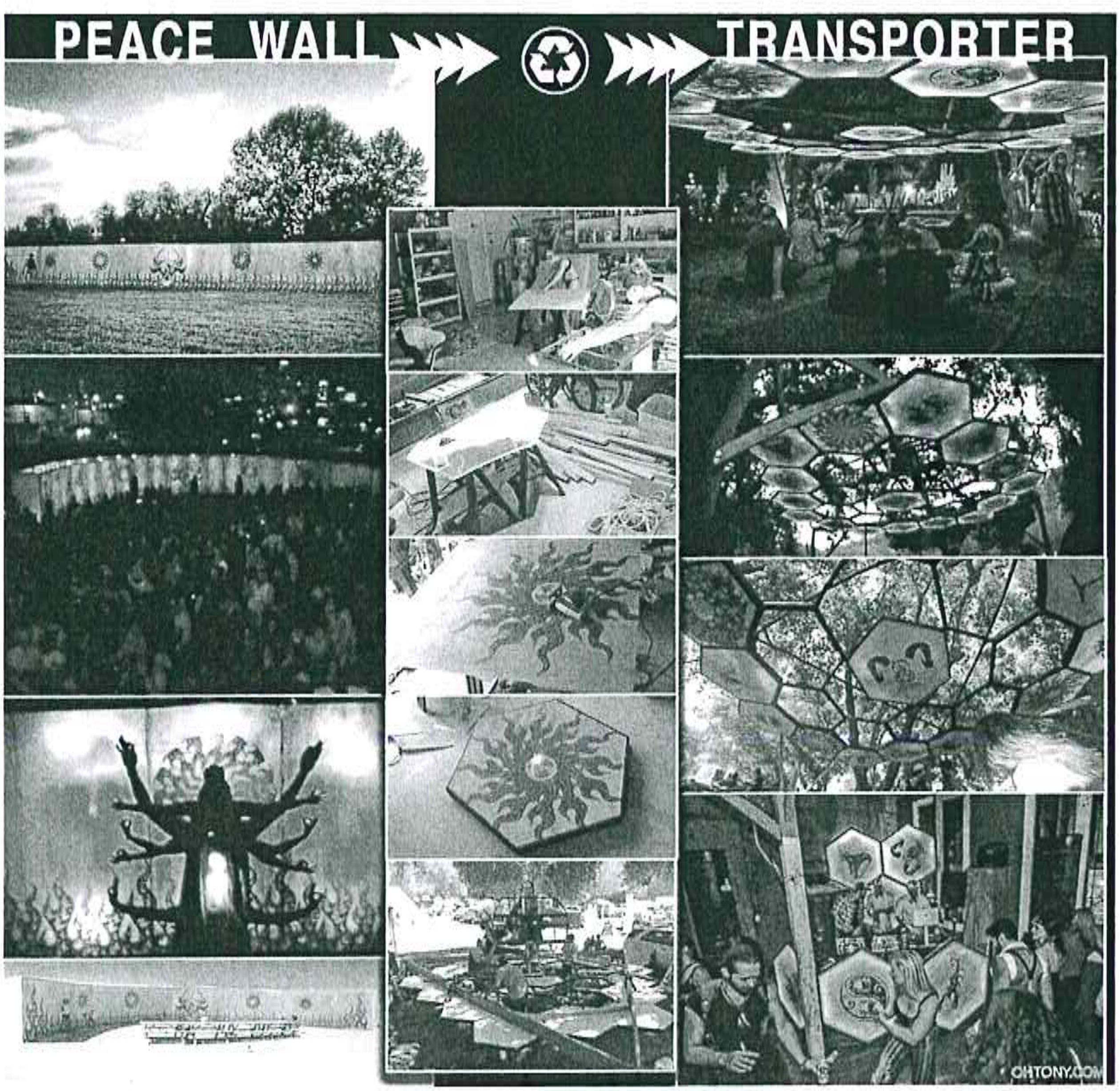
Mike Wong is a graduate of Park City High School class of 1996. He holds a B.S. degree in Industrial Engineering from the University of Arizona. Mike has been a mentor within the Park City CAPS program and is focused on sustainable projects. He is a founding member of Liquid PXL who has been doing large scale public art projects in Nevada and California for over 5 years. www.liquidpxl.com

Most recent project is currently on display in an outdoor art park in Reno, NV.

Pictures on following pages:







References:

Abram Santa Cruz (Liquid PXL) – 310.612.7926

Kurt Simister (Park City Building) – 435.615.5111

Tate Shaw - (Assistant Recreation Manager) - 435.615.5418

IKOLL-1 OP ID: SD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2017

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 Coordinated Insurance Services Wayne Fuller 9135 S Monroe Plaza Way #B Sandy, UT 84070 Wayne Fuller	CONTACT NAME: Wayne P. Fuller PHONE (A/C, No, Ext): 801-568-9800 FAX (A/C, No): 801-352-2300 E-MAIL ADDRESS: saul@cbsut.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Evanston Insurance Company	35378
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED IKO, LLC
Attn: Mike Wong
2960 Arabian Drive
Park City, UT 84060

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		3AA130159	03/23/2017	03/23/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 1,000			XOBW6746116	08/25/2016	08/25/2017	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Park City Municipal Corporation is hereby included as Additional Insured as respects General Liability per endorsement MSGL 0009, copy attached; as respects their interests in the operations of the Named Insured.

CERTIFICATE HOLDER	CANCELLATION
Park City Municipal Corporation 445 Marsac Ave. 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 W Fuller

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2017

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PRODUCER

AP INTEGO INSURANCE GROUP LLC
375 WOODCLIFF DR 1ST FL
FAIRPORT, NY 14450
(866) 890-9965

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 890-9965 | FAX (A/C, No): (888) 733-5112
E-MAIL ADDRESS: travelersselectpayrollservices@travelers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE TRAVELERS INDEMNITY COMPANY OF AMERICA	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

IKO, LLC
2960 ARABIAN DR
PARK CITY, UT 84060

COVERAGES CERTIFICATE NUMBER: 379481038461880 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	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR; EXCESS LIAB / CLAIMS-MADE; DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6G29033A-16	12/30/2016	12/30/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

IKO, LLC
2960 ARABIAN DR
PARK CITY, UT 84060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE: Mary J. Sevan

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

THIS FIRST ADDENDUM is made and entered into in duplicate this 31 day of May, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Mike Wong of Ikos LLC_ ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT signed and executed by the Parties on March 31, 2017.

WITNESSETH:

WHEREAS, the parties entered into a PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT on March 31, 2017, (hereinafter "Original Agreement");

WHEREAS, part of the scope of services is for Service Provider to provide construction contract administration services until substantial completion;

WHEREAS, the term of the Original Agreement is due to end May 31, 2017;

WHEREAS, construction is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time 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 of the Original Agreement shall be extended to a termination date of July 1, 2017.

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 22 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

_______________________ 5/31/17
Diane Foster, City Manager
MATTHEW DIAS, ACM

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER:
Name: Mike Wong, Iko LLC
Address: 2960 Arabian Drive
City/State/Zip: Park City, Utah 84060
Tax ID#: 46-4098220
PC Business License #:B - 14215

Michael Wong
Printed Name

____
Signature

Owner
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 31 day of May , 2017, personally appeared before me MIKE WONG, 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 owner (title of office) of IKo, LLC by authority of its Bylaws/ Resolution of the Board of Directors, and acknowledged that he signed it voluntarily for its stated purpose as owner (title) for IKO, LLC, a limited liability, a corporation

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

Michelle Kellogg
Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2017

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.

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PRODUCER AP INTEGO INSURANCE GROUP LLC 375 WOODCLIFF DR 1ST FL FAIRPORT, NY 14450 (866) 890-9965	CONTACT NAME: PHONE (A/C, No, Ext): (866) 890-9965 FAX (A/C, No): (866) 733-5112 E-MAIL ADDRESS: travelersselectpayrollservices@travelers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : THE TRAVELERS INDEMNITY COMPANY OF AMERICA	
INSURED IKO, LLC 2960 ARABIAN DR PARK CITY, UT 84060	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 379481038461880 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6G29033A-16	12/30/2016	12/30/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

IKO, LLC
2960 ARABIAN DR
PARK CITY, UT 84060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Mary J. Sevan

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

THIS SECOND ADDENDUM is made and entered into in duplicate this 30 day of June, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and __Mike Wong__, of__Ikos LLC_ ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT signed and executed by the Parties on Monday, March 31th, 2017.

WITNESSETH:

WHEREAS, the parties entered into a PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT on _March 31, 2017_, (hereinafter "Original Agreement");

WHEREAS, the term of the Original Agreement was due to end __Wednesday, May 31, 2017_;

WHEREAS, the parties entered into a First Addendum on May 31, 2017 (hereinafter "First Addendum") on extending the agreement to terminate on Saturday, July 1, 2017.

WHEREAS, construction is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time 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 of the Original Agreement shall be extended to a termination date of __Monday, July 31, 2017_.

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

3. **ENTIRE AGREEMENT**. This Second Addendum is a written instrument pursuant to Section 22 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

____
Diane Foster, City Manager

Attest:

____
City Recorder's Office, Deputy

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER:
Name: Mike Wong, Iko LLC
Address: 2960 Arabian Drive
City/State/Zip: Park City, Utah 84060
Tax ID#: 46-4098220
PC Business License #:_B - 14215_

Michael Wong
Printed Name

____
Signature

CEO
Title

STATE OF UTAH)

) ss.
COUNTY OF SUMMIT)

On this 30 day of June, 2017, personally appeared before me MIKE WONG, whose identity is personally known to me/ or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the owner (title of office) of IKO, LLC by authority of its Bylaws/ Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as owner (title) for IKO, LLC, a LIMITED LIABILITY corporation.

Susan Wynne
Notary Public

SUSAN WYNNE
Notary Public
State of Utah
My Commission Expires Mar. 20, 2021
#694037

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

THIS THIRD ADDENDUM is made and entered into in duplicate this 7 day of August, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Mike Wong of IKO, LLC, a Utah limited liability company, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 31, 2017.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 31, 2017, (hereinafter "Original Agreement");

WHEREAS, the term of the Original Agreement ended on May 31, 2017;

WHEREAS, the parties entered into a First Addendum on May 31, 2017, (hereinafter "First Addendum") to extend the term of the Agreement to July 1, 2017.

WHEREAS, the parties entered into a Second Addendum on June 30, 2017, (hereinafter "Second Addendum") to extend the term of the Agreement to July 31, 2017.

WHEREAS, the work is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement, First Addendum, and Second Addendum, to provide sufficient time 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, , First Addendum, and Second Addendum, as follows:

1. **AMENDMENTS:**

   a. **EXTENSION OF TERM**. The term of the Original Agreement, First Addendum, and Second Addendum, shall be extended to September 30, 2017.

2. **OTHER TERMS**.

   All other terms and conditions of the Original Agreement, First Addendum, and Second Addendum, shall continue to apply.

3. **ENTIRE AGREEMENT**. This Third Addendum is a written instrument pursuant to Section 22 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

Diane Foster, City Manager
MATTHEW DIAS, ACM

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
Name: Mike Wong, IKO, LLC
Address: 2960 Arabian Drive
City/State/Zip: Park City, Utah 84060
Tax ID#: 46-4098220
PC Business License #:B - 14215

Michael Wong
Printed Name

Signature

CEO
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 7 day of August, 2017, personally appeared before me MIKE WONG, 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 CEO of IKO, LLC, a Utah limited liability company, and by authority of its bylaws/resolution of the Board of Directors, he acknowledged that he signed it voluntarily for its stated purpose as CEO of IKO, LLC, a Utah limited liability company.

Susan Wynne
Notary Public

SUSAN WYNNE
Notary Public
State of Utah
My Commission Expires Mar. 20, 2021
#694037

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

THIS FOURTH ADDENDUM is made and entered into in duplicate this 27 day of November, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Mike Wong of IKO, LLC, a Utah limited liability company, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement made and entered into as of March 20, 2017.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement as of March 20, 2017, (hereinafter "Original Agreement");

WHEREAS, the term of the Original Agreement ended on May 31, 2017;

WHEREAS, the parties entered into a First Addendum on May 31, 2017, (hereinafter "First Addendum") to extend the term of the Original Agreement to July 1, 2017.

WHEREAS, the parties entered into a Second Addendum on June 30, 2017, (hereinafter "Second Addendum") to extend the term of the Original Agreement to July 31, 2017.

WHEREAS, the parties entered into a Third Addendum on August 7, 2017, (hereinafter "Third Addendum") to extend the term of the Original Agreement to September 30, 2017.

WHEREAS, the work is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement, First Addendum, Second Addendum, and Third Addendum, to provide sufficient time 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, First Addendum, Second Addendum, and Third Addendum as follows:

1. AMENDMENTS:

a. **EXTENSION OF TERM**. The term of the Original Agreement, First Addendum, Second Addendum, and Third Addendum shall be extended to December 30, 2017.

2. **OTHER TERMS**.

All other terms and conditions of the Original Agreement, First Addendum, Second Addendum, and Third Addendum shall continue to apply.

3. **ENTIRE AGREEMENT**. This Fourth Addendum is a written instrument pursuant to Section 22 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

____
Diane Foster, City Manager

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER:
Name: Mike Wong, IKO, LLC
Address: 2960 Arabian Drive
City/State/Zip: Park City, Utah 84060
Tax ID#: 46-4098220
PC Business License #: B - 14215

Michael Wong
Printed Name

[signature]
Signature

CEO
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 15 day of November, 2017, personally appeared before me MIKE WONG, 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 IKO, LLC, a Utah limited liability company, and that the Fourth Addendum to the Park City Municipal Corporation Professional Service Agreement. was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members.

Susan Wynne
Notary Public

SUSAN WYNNE
Notary Public
State of Utah
My Commission Expires Mar. 20, 2021
#694037

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

THIS FIFTH ADDENDUM is made and entered into in duplicate this 8 day of February, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Mike Wong of IKO, LLC, a Utah limited liability company, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on March 31, 2017.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on March 31, 2017, (hereinafter "Original Agreement");

WHEREAS, the term of the Original Agreement ended on May 31, 2017;

WHEREAS, the parties entered into a First Addendum on May 31, 2017, (hereinafter "First Addendum") to extend the term of the Agreement to July 1, 2017.

WHEREAS, the parties entered into a Second Addendum on June 30, 2017, (hereinafter "Second Addendum") to extend the term of the Agreement to July 31, 2017.

WHEREAS, the parties entered into a Third Addendum on August 7, 2017, (hereinafter "Third Addendum") to extend the term of the Agreement to September 30, 2017.

WHEREAS, the parties entered into a Fourth Addendum on November 17, 2017, (hereinafter "Fourth Addendum") to extend the term of the Agreement to December 30, 2017.

WHEREAS, the work is still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement, First Addendum, Second Addendum, Third Addendum, and Fourth Addendum to provide sufficient time 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, First Addendum, Second Addendum, Third Addendum and Fourth Addendum as follows:

1. **AMENDMENTS:**

   a. **EXTENSION OF TERM**. The term of the Original Agreement, First Addendum, Second Addendum, Third Addendum, and Fourth Addendum shall be extended to March 7, 2018.

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

2. **OTHER TERMS**.

   All other terms and conditions of the Original Agreement, First Addendum, Second Addendum, Third Addendum, and Fourth Addendum shall continue to apply.

3. **ENTIRE AGREEMENT**. This Fifth Addendum is a written instrument pursuant to Section 22 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

____
~~Diane Foster, City Manager~~
MATTHEW DIAS, ACM

Attest:

____
City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
Name: Mike Wong, IKO, LLC
Address: 2960 Arabian Drive
City/State/Zip: Park City, Utah 84060
Tax ID#: 46-4098220
PC Business License #:B - 14215

Michael Wong
Printed Name

Signature

CEO
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 7 day of February, 2018, personally appeared before me MIKE WONG, 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 CEO of IKO, LLC, a Utah limited liability company, and by authority of its operating agreement or member consent, he acknowledged that he signed it voluntarily for its stated purpose as CEO of IKO, LLC, a Utah limited liability company.

Susan Wynne
Notary Public

SUSAN WYNNE
Notary Public
State of Utah
My Commission Expires Mar. 20, 2021
#694037

Park City Municipal Corporation
445 Marsac Ave.
P.O. Box 1478
Park City, UT 84060

Mike Wong
2960 Arabian Drive
Park City, Utah 84060
Mike.wong@gmail.com
435.655.5414

Monday, December 31, 2018

Subject: **Final Acceptance**
"Gravity & Gear" – PC MARC Public Art Installation 2018
Artist: Mike Wong

Dear Mike,

This letter serves as notice of completion and final acceptance of the public art piece "Gravity & Gear," pursuant to the Provider/Professional Services Agreement and Fifth Addendum dated February 8, 2018, by and between the service provider, Mike Wong of IKO, LLC, and Park City Municipal Corporation (the Contract).

The work performed under this Contract has been inspected and found to be complete. The date of final acceptance of the work is the date of this letter. As per Exhibit A (Scope of Services) of the project, the artist shall warranty the artwork for material and workmanship for a period of ten years final acceptance date of this letter. As per the Fifth Addendum executed on February 8th, no additional or final payments shall be made to the artist, as the parties agreed that the daily liquidated damages provided past artist completion by March 8, 2018, was not penalty, but reasonable and fair for the delay of the artwork completion.

The City thanks Mike Wong and IKO, LLC and all those involved in the project for their dedication and hard work in bringing this project to fruition. This piece of art will beautify the City and contribute to Park City community's quality of life for years to come.

Sincerely,

Jenny Diersen, Staff Liaison to the Park City Public Art Advisory Board
Jenny.diersen@parkcity.org / (435) 640.5063

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Jonathan Weidenhamer
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
CARES Act Funding Update
(A) Public Input

Suggested Action:

Attachments:
CARES Grant Staff Report

Staff Report

Subject: **CARES Funding Update**
Author: **Mindy Finlinson, Jonathan Weidenhamer**
Department: **Finance, Economic Development**
Date: **November 12, 2020**
Type of Item: **Informational**

In response to COVID-19, the U.S. Congress passed the CARES Act to provide financial assistance to cover necessary expenditures incurred by businesses and non-profits due to the public health emergency (CARES Guidelines). Park City received two previous allocations of CARES Act funding (tranches 1 and 2) of $500,396.

Park City worked closely with the Utah League of Cities and Towns (ULCT), State officials, and other essential stakeholders to secure the 3rd tranche of CARES Act funding to focus on hot spot areas that remain disparately impacted by COVID-19. On October 23, 2020 (link), PCMC received $2.9M for the 3rd tranche of CARES Act funding and allocated $2.2M towards small businesses and non-profits (PCMC Grant Program).

On October 23, 2020, the City Council:

- Approved $2.2M to fund a grant program to support small business and non-profits;
- Appointed Nann Worel and Steve Joyce as Council Liaisons and authorized them to update Council, work with staff, and make award decisions and recommendations for grant disbursements (both recipients and amounts); and
- Agreed to contract with the Mountainlands Association of Governments (MAG) to administer the grants (MAG Link).

Council's goals for the grant program include:

- Maximizing the impact of regional CARES Act funding for small businesses and non-profits; and
- Prioritizing organizations that did not proportionally benefit from earlier public funding opportunities.

Since the October 23 Council meeting, the Council Liaisons agreed to minor refinements of the program, including:

- Clarified that non-profits in western Summit County are (proportionately) eligible if they can document what percentage of their services they provide to Park City residents;
- Modified the weighting system to include:
    - Adding 10 bonus points, for a total of 20, towards Community Critical Priorities;
    - Reduced by 10 points, down to a total of 10, for entities that provide direct resources or pass resources to other frontline organizations;

- Added a 1,500 character limit (about 300 words) to open-ended questions; and
- Clarified the definition of a small business to 60 employees or less.

As of November 6, 2020, the MAG is processing the following applications:

	#	$
Non-Profit Completed	15	$848,646
Non-Profit In-progress	41	tbd
Small Business Completed	94	$3,698,387
Small Business In-progress	97	tbd
total	247	$4,547,033

Staff will provide an update regarding the number of applications and funds requested on an ongoing basis to the City Council.

Funding

To date, Park City received a total of $3,433,253 in CARES Act funding. Park City will use $2.2M to fund the CARES grant program. The remaining $1.2M is being used by the City to reimburse COVID-19 related costs for services incurred through November 30, 2020. Park City received the $3.4M in 3 separate tranches:

- $250,198 received on 6/10/2020
- $250,198 received on 9/25/2020
- $2,932,857 received on 10/26/2020

Next Steps

On November 12, 2020, the City Council will consider a budget amendment to accept the additional $2.9M in the 3rd tranche of CARES Act funding.

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Jed Briggs
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance 2020-47, an Ordinance Adopting an Adjusted Budget for FY 2021 for Park City Municipal Corporation
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
FY21 Budget Adjustment Staff Report

Exhibit A: Adjusted Budget Ordinance

Exhibit B: FY21 Budget Adjustment Reports

City Council
Staff Report

Subject: Fiscal Year 2021 Budget Adjustment
Author: Jed Briggs
Department: Budget
Date: November 12, 2020
Type of Item: Legislative

Recommendation
Adopt the FY21 Adjusted Budget to include $2,932,857 in CARES Act Funding.

Background
As previously reported to Council, Park City received $500,396 in Coronavirus Aid, Relief, and Economic Security Federal Funding (CARES) from the State in two separate tranches.

In anticipation of the third tranche, Park City worked closely with the Utah League of Cities and Towns (ULCT), State officials, and other essential stakeholders to acknowledge the disparate impacts COVID-19 has had on Park City and other communities that rely so heavily on visitation and sales tax revenue.

As a result of these efforts, PCMC received $2,932,857 for the third tranche on October 26, 2020. As with the first two tranches, these funds are subject to specific criteria for how and when they must be spent. The City will have until November 30, 2020, to expend the third tranche. Amounts not expended by then must be returned. The City will be petitioning the State to retain allocated but unspent CARES funds after the November 30, 2020, deadline in order to help small businesses and local non-profits.

CARES Funding Breakdown
1st Tranche - $250,198
2nd Tranche - $250,198
3rd Tranche - $2,932,857
Grand Total – $3,433,253

Analysis
COVID-19 has caused unprecedented disruptions in the Tourism industry. Businesses within tourist-based communities such as ours have been disproportionately impacted by the pandemic; therefore, staff recommended allocating **$2.2M** from the third CARES tranche for a grant assistance program to provide relief to small businesses and non-profit organizations in Park City. Staff is working with Mountainland Association of Governments (MAG) along with two representatives from City Council to administer the grant program according to the following schedule to meet statutory deadlines and provide critical financial relief:

October 26 through November 9 – Application period
November 12 – MAG preliminary scoring
November 13 – PCMC final scoring and authorization of grant recipients and amounts
November 20 – Funds disbursed

Program Overview (full list of program requirements can be found here)

- For profits must be physically located in PCMC limits (84060);
- Not-for-profits must be physically located in PCMC limits or western Summit County (84060 or 84098);
- Applications are open to both non -profits and small businesses with 60 full-time employees or less as of March 1, 2020;
- $2,500 minimum – MAG does not recommend administering grants under this amount for a variety of reasons, including impact, efficiency and scale;
- Application scoring – use a weighted scoring criteria in areas disparately impacted by COVID-19 compared to other regions in the State of Utah

Staff recommends PCMC retain $732,857 of the third tranche for City reimbursement. Staff projects spending $1.2M in total CARES eligible expenses by the deadline of November 30, 2020—$1,018,652 has been spent thus far. Below is a list of the current recommended expenditures for the third tranche, not yet spent:

Department	Description	Amount
Building Maint.	Cleaning Supplies - disinfectants and cleaning agents	$10,000
Building Maint.	25 additional hand sanitizer stations	$3,750
Building Maint.	Enhanced HVAC air filters in city facilities for 6 months	$15,000
IT	Council Chamber- Virtual Meeting Improvements	$35,000
IT	Microsoft Teams and Office Suite Software upgrade to improve remote working conditions and software support for all PCMC employees (this upgrade was planned for FY21 but eliminated due to necessary budget reductions)	$80,000
Library	Additional Wi-Fi expansion	$9,700
Police	Steam Cleaning equipment for patrol vehicles	$220
Police	Face shields that attach to helmets	$8,823
Streets	4 variable message signs at City entrances for safety and community messaging	$30,000
Total		**$192,493**

In addition to the CARES Act funding, staff is also recommending to adjust expense budgets to reflect grants that the City has received since the beginning of the fiscal year. These grants are from state agencies and a non-profit:

- Recreation (Ice) $3,500 from the Community Foundation for equipment and to facilitate an after school program;
- Recreation (Ice) $10,300 RAP Tax grant;
- Library $1,583 Library Services and Technology Act (LTSA) Grants; and
- $3,500 Facility Recovery Grant from the USTA. The grant is to help de-fray some of the tennis related expenses in reopening the facility after the spring closure.

Since the City is opening up the budget, the City Manager also reviewed several other budget requests and potential administrative adjustments. These can be paid for from higher sales tax revenues in July and August by $384k over budget. The following budget adjustments are recommended:

- $10k increase for the Community Engagement Department for public notices, advertising, and special projects, (e.g., CARES Grants program, Community Visioning logo design, Mayor/Council/PD statement on racial equity, etc.).

- $50k increase in the Engineering Department for the the following:

    - Refurbishment of office space to relocate the Transportation Planning Division;
    - Move the front desk kiosk into a more secure location; and
    - Cover consulting costs to supplement services such as preliminary engineering, inspections, and cost estimating due to increased workload.

- Reclass the Senior Finance & Data Analyst position from grade E9 to grade E12 (+$12k).This is a zero-sum budget increase.

Exhibits

A – FY21 Adjusted Budget Adoption Ordinance
B – FY21 Budget Report

Ordinance No. 2020-47

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

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

WHEREAS, a public hearing was held on November 12, 2020 at the City Council's regularly scheduled meetings, complying with State law.

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

SECTION 1. 2021 ADJUSTED BUDGET ADOPTED. The budget as outlined in the City Council Adopted Budget adopted on October 13, 2020 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Adjusted FY 2021 Operating Budget for Park City Municipal Corporation.

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

PASSED AND ADOPTED this 12th day of November, 2020.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Andy Beerman

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
City Attorney’s Office

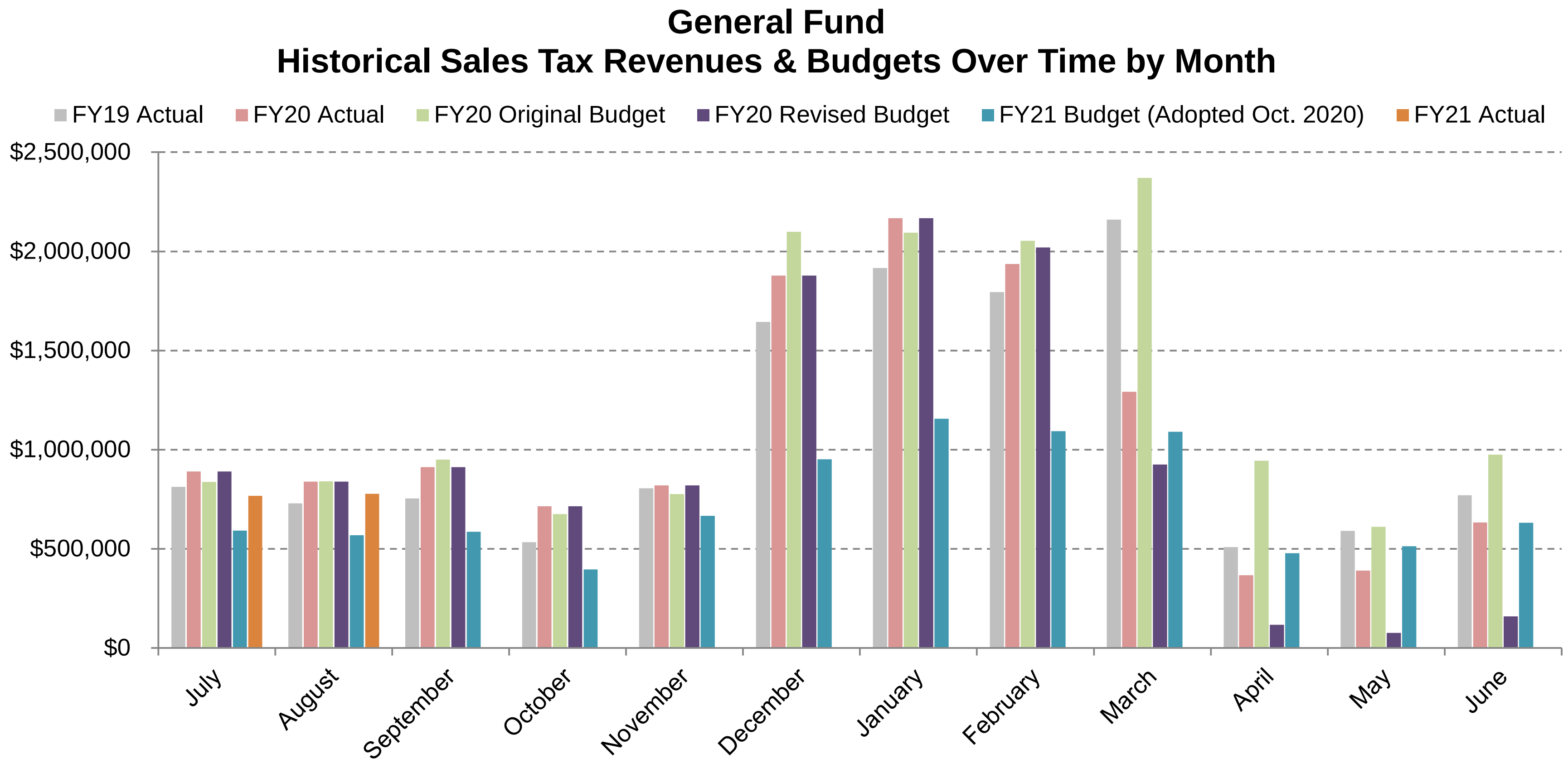
FY21 Sales Tax Update - August

2021 General Fund Sales Tax Update

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

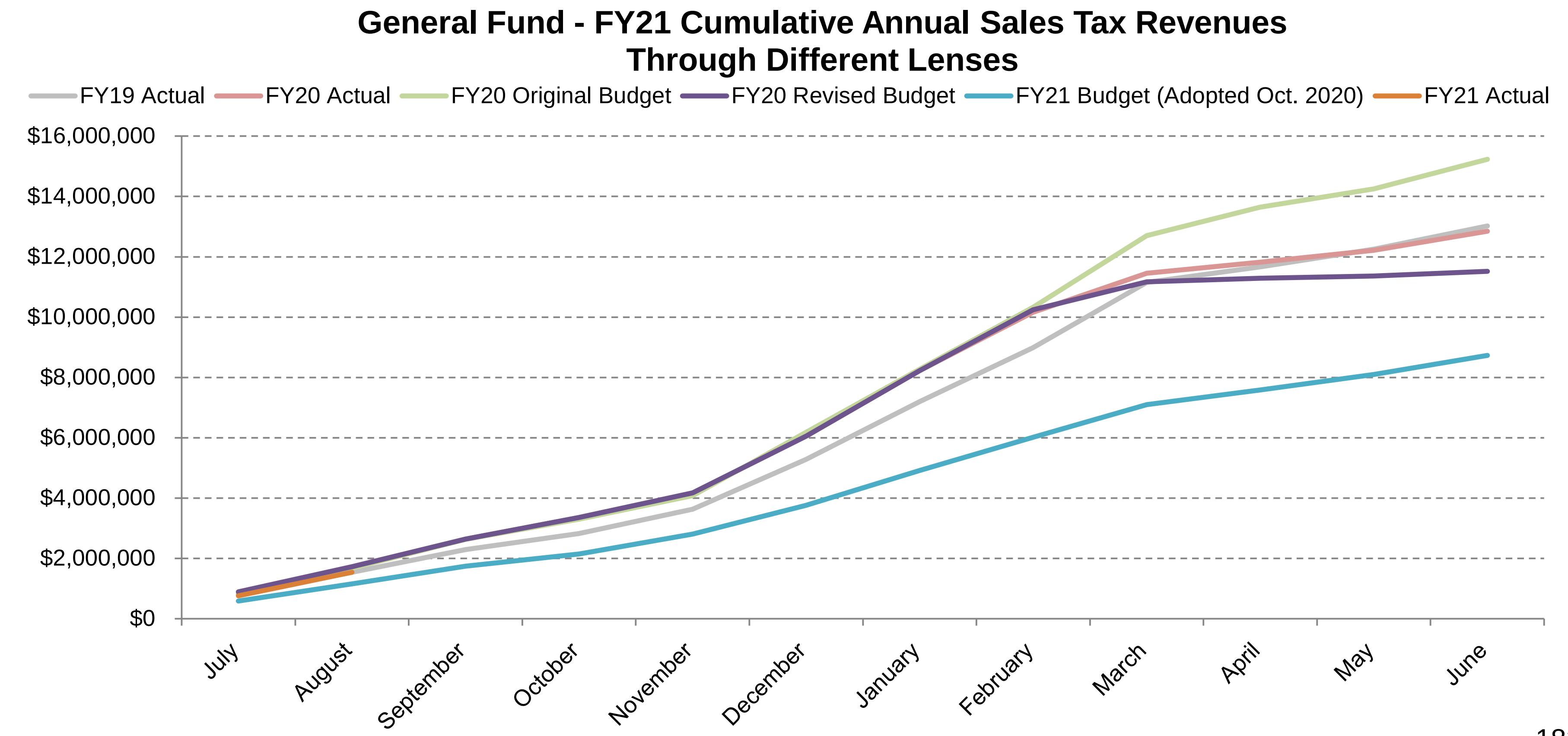
Source: Park City Municipal Corporation. As of October 22, 2020.

2021 General Fund Sales Tax Update



Source: Park City Municipal Corporation. As of October 22, 2020.

2021 General Fund Sales Tax Update



Source: Park City Municipal Corporation. As of October 22, 2020.

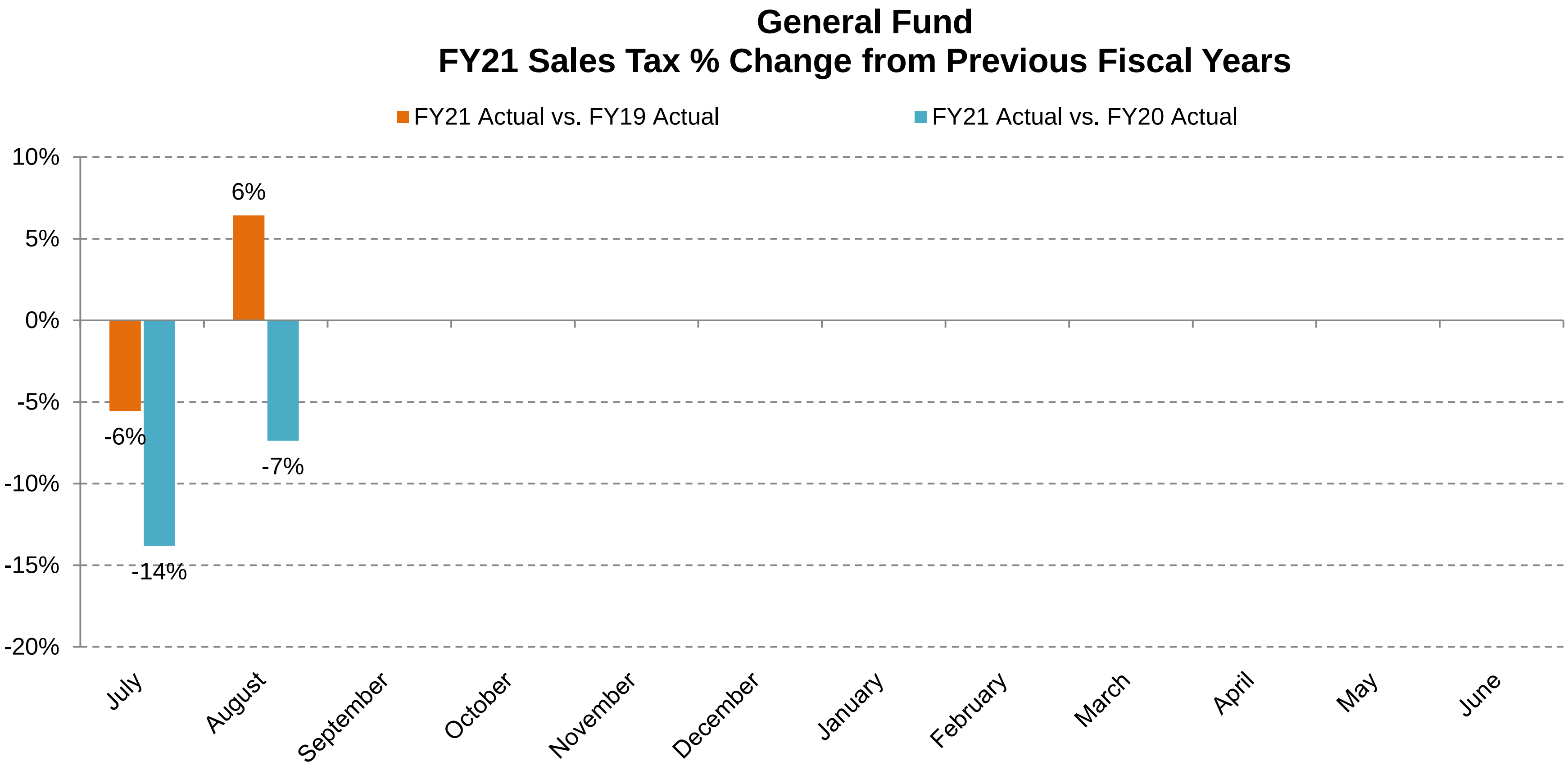
2021 General Fund Sales Tax Update

General Fund - Sales Tax Summary - $ Change						
Month	FY20 Actual vs. FY19 Actual	FY20 Actual vs. FY20 Original Budget	FY20 Actual vs. FY20 Revised Budget	FY21 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY21 Actual vs. FY21 Budget (Adopted Oct. 2020)
July	$77,879	$52,194	$0	($45,144)	($123,023)	$175,394
August	$108,823	($2,041)	$0	$46,921	($61,902)	$208,288
September	$157,830	($38,870)	$0			
October	$181,897	$40,169	$0			
November	$14,903	$44,454	$0			
December	$233,271	($222,037)	$0			
January	$251,635	$73,377	($0)			
February	$140,438	($116,856)	($84,239)			
March	($867,531)	($1,077,399)	$366,376			
April	($141,203)	($576,227)	$250,960			
May	($200,361)	($220,749)	$314,375			
June	($137,572)	($342,140)	$474,453			
Total	**($179,990)**	**($2,386,123)**	**$1,321,924**	**$1,777**	**($184,924)**	**$383,682**

General Fund - Sales Tax Summary - % Change						
Month	FY20 Actual vs. FY19 Actual	FY20 Actual vs. FY20 Original Budget	FY20 Actual vs. FY20 Revised Budget	FY21 Actual vs. FY19 Actual	FY21 Actual vs. FY20 Actual	FY21 Actual vs. FY21 Budget (Adopted Oct. 2020)
July	10%	6%	0%	-6%	-14%	30%
August	15%	0%	0%	6%	-7%	37%
September	21%	-4%	0%			
October	34%	6%	0%			
November	2%	6%	0%			
December	14%	-11%	0%			
January	13%	4%	0%			
February	8%	-6%	-4%			
March	-40%	-45%	40%			
April	-28%	-61%	214%			
May	-34%	-36%	410%			
June	-18%	-35%	298%			
Total	**-1%**	**-16%**	**11%**			

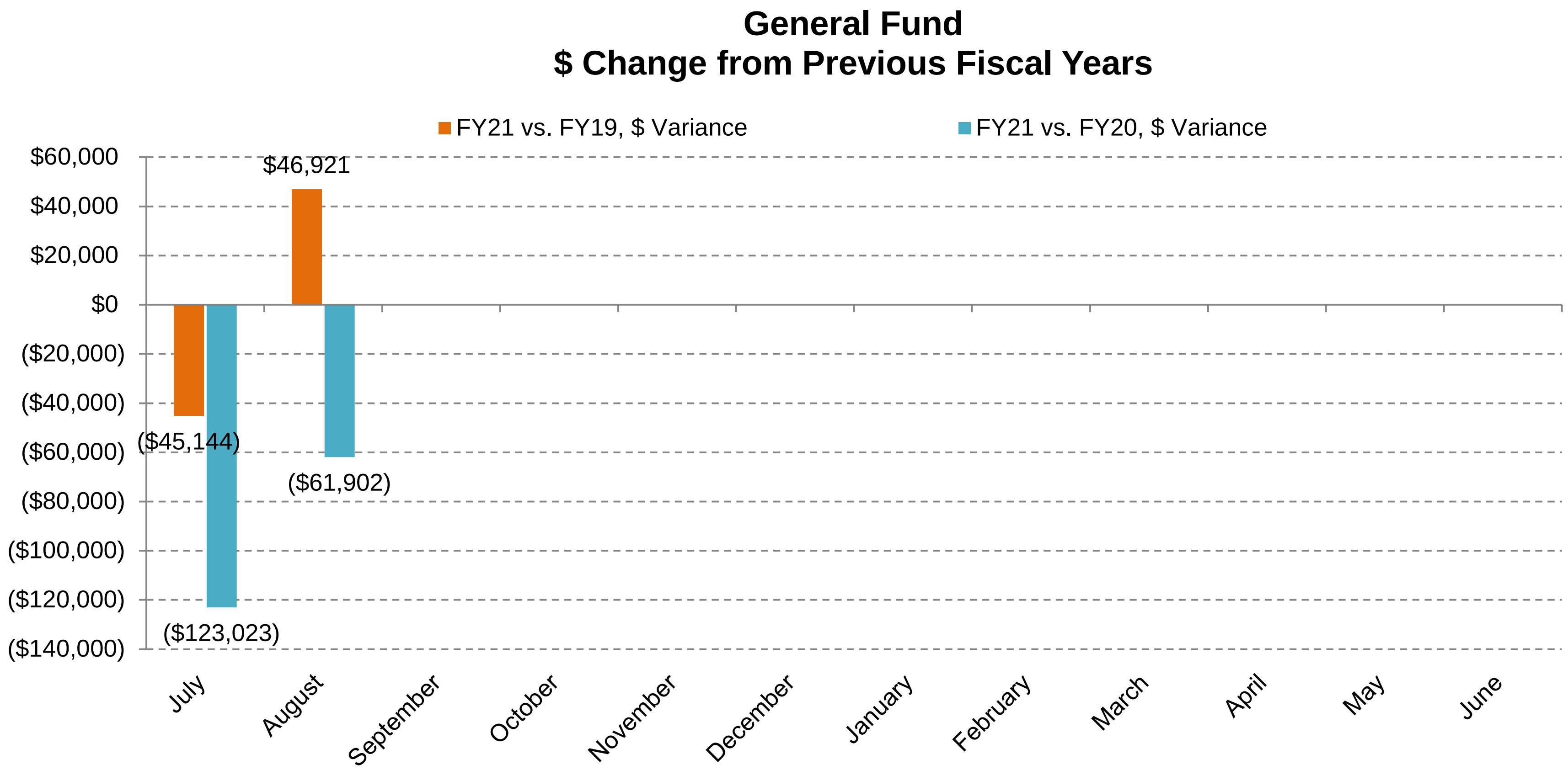
Source: Park City Municipal Corporation. As of October 22, 2020.

2021 General Fund Sales Tax Update



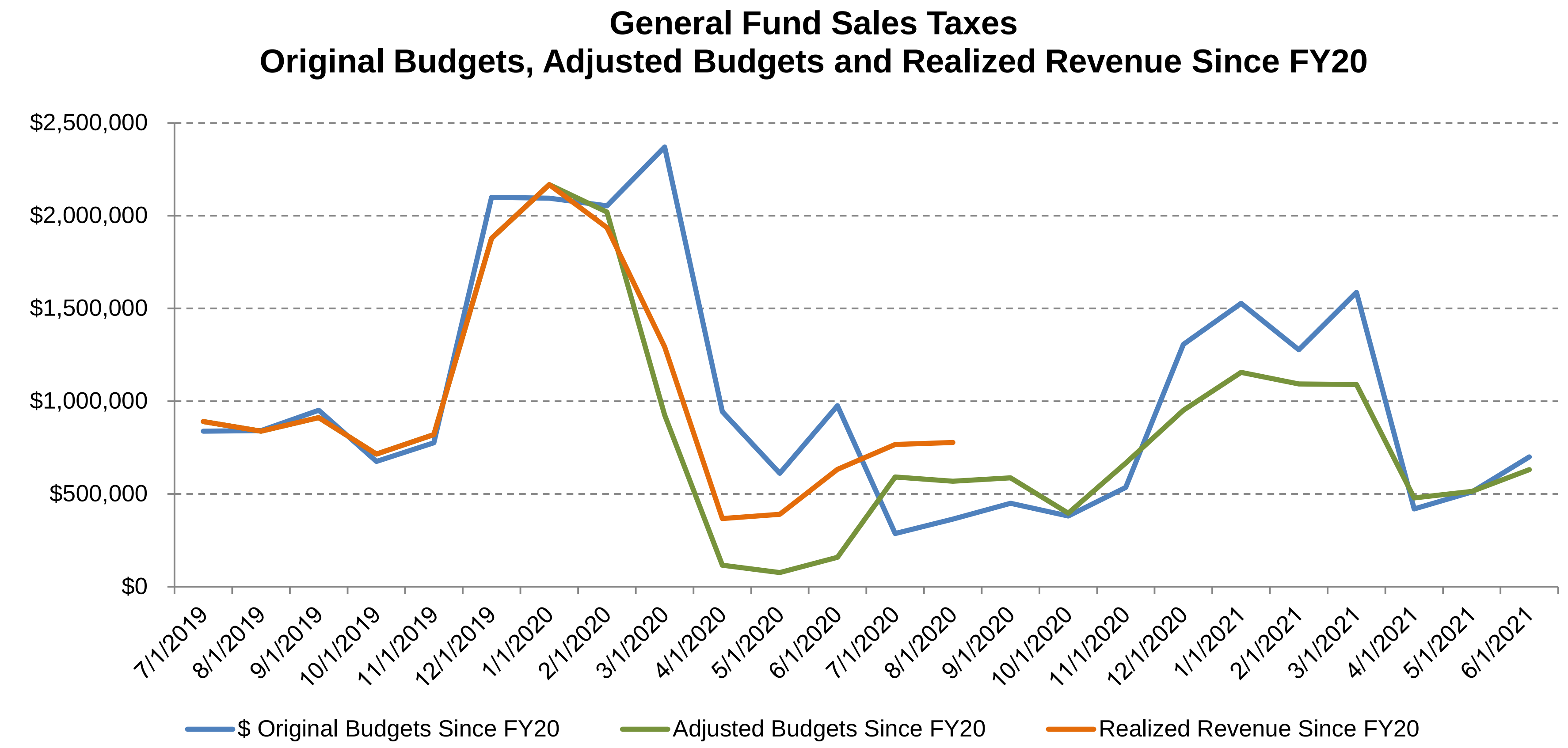
Source: Park City Municipal Corporation. As of October 22, 2020.

General Fund Historical Sales Tax Picture



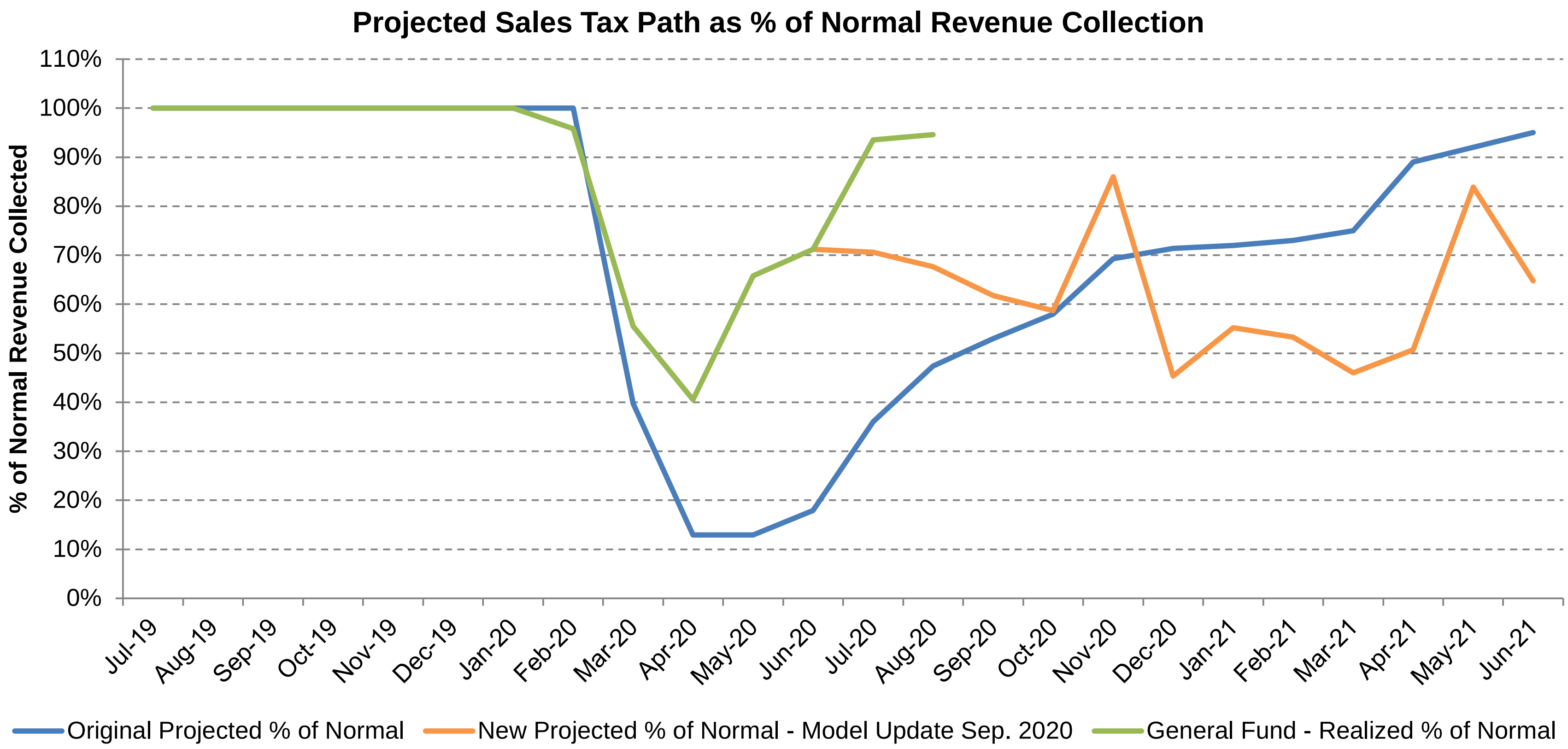
Source: Park City Municipal Corporation. As of October 22, 2020.

General Fund Sales Tax Budgets & Actuals



Source: Park City Municipal Corporation. As of October 22, 2020.

An Updated Sales Tax Picture - Projections



Source: Park City Municipal Corporation. As of October 22, 2020.

An Updated Sales Tax Picture - Projections

FY21 Sep. 2020 Projected Sales Tax Path as % Down From Normal Revenue

Calendar Q3 ‘20			Calendar Q4 ‘20			Calendar Q1 ‘21			Calendar Q2 ‘21		
Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May.	Jun.
-29%	-32%	-38%	-41%	-14%	-55%	-45%	-47%	-54%	-49%	-16%	-35%

FY21 Realized Sales Tax Path as % Down From Normal Revenue

Calendar Q3 ‘20			Calendar Q4 ‘20			Calendar Q1 ‘21			Calendar Q2 ‘21		
Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May.	Jun.
-6%	-5%	--	--	--	--	--	--	--	--	--	--

Projected vs. Realized Difference

Jul.	Aug.
+23%	+27%

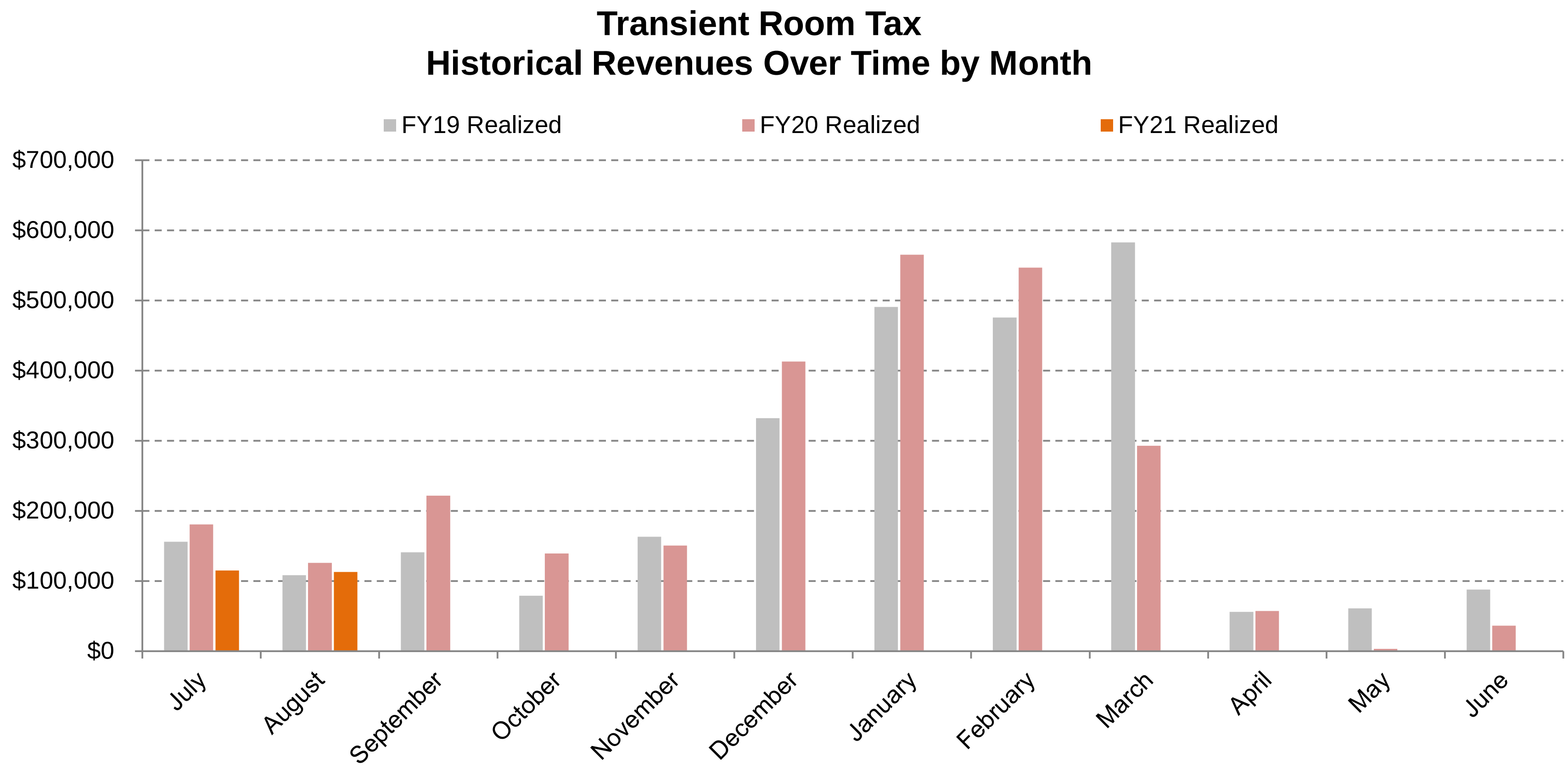
Source: Park City Municipal Corporation. As of September 30, 2020.

Transient Room Tax Historical Picture

Transient Room Tax							
Monthly	FY19 Realized	FY20 Realized	FY21 Realized	FY21 vs. FY19, $ Variance	FY21 vs. FY20, $ Variance	FY21 vs. FY19, % Variance	FY21 vs. FY20, % Variance
July	$155,919	$180,669	$114,918	($41,001)	($65,751)	-26%	-36%
August	$108,460	$125,677	$112,872	$4,412	($12,804)	4%	-10%
September	$140,971	$221,639					
October	$78,769	$139,424					
November	$163,248	$150,563					
December	$332,107	$412,832					
January	$490,668	$565,442					
February	$475,570	$546,738					
March	$582,847	$292,669					
April	$55,730	$57,016					
May	$60,892	$3,114					
June	$87,903	$36,423					
Total	**$2,733,084**	**$2,732,205**	**$227,791**	**($36,588)**	**($78,555)**		

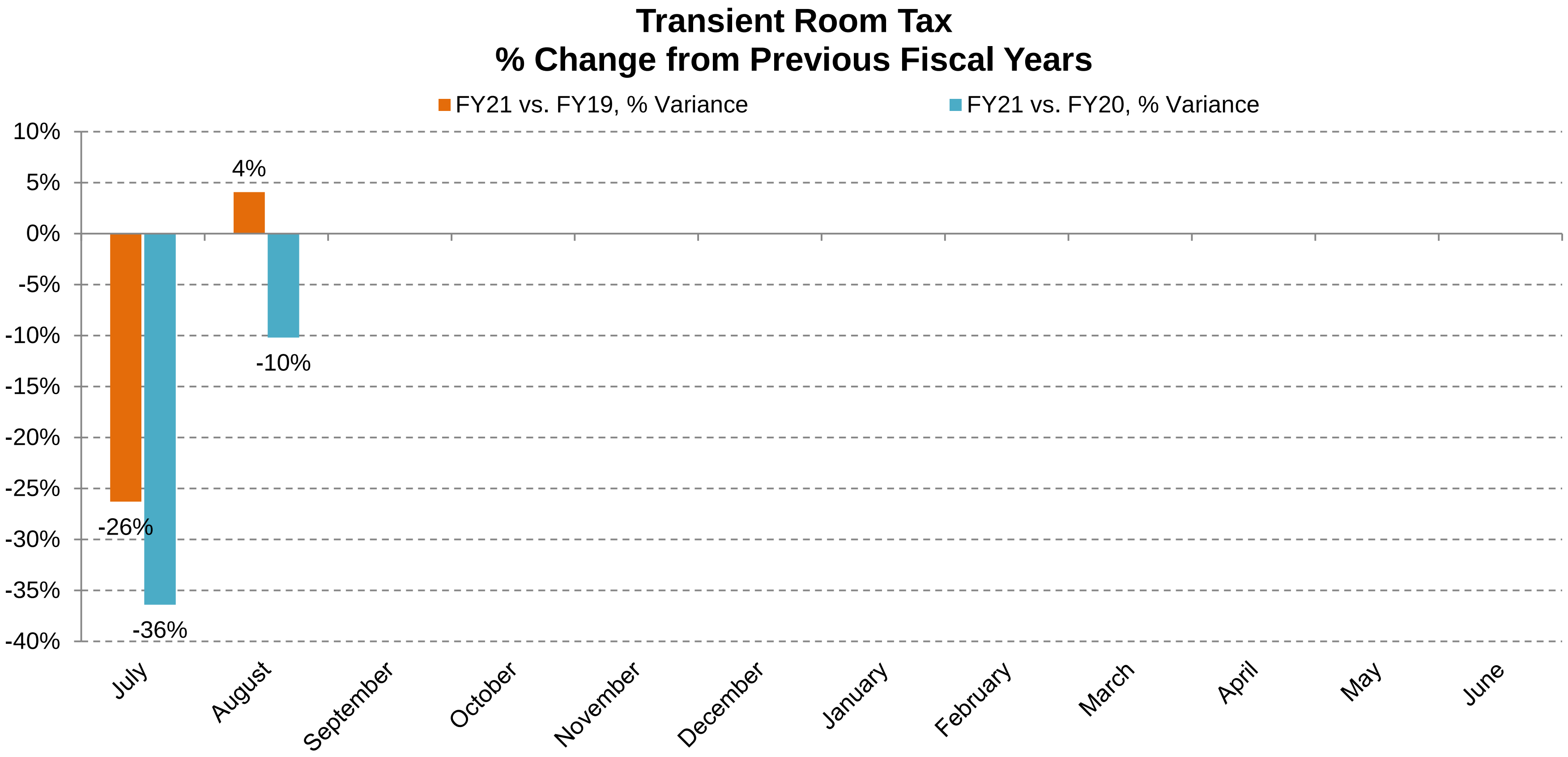
Source: Park City Municipal Corporation. As of October 22, 2020.

Transient Room Tax Historical Picture



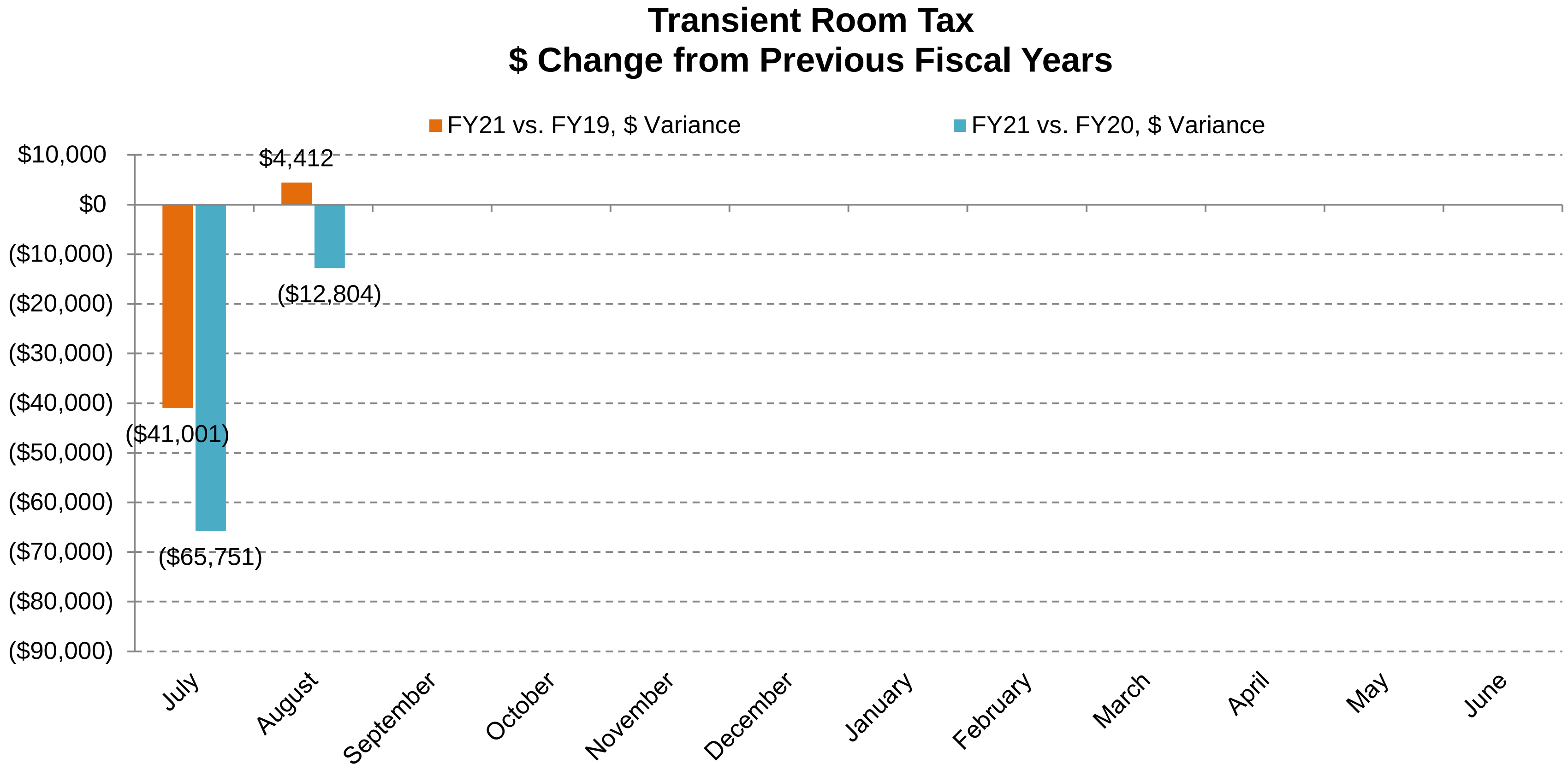
Source: Park City Municipal Corporation. As of October 22, 2020.

Transient Room Tax Historical Picture



Source: Park City Municipal Corporation. As of October 22, 2020.

Transient Room Tax Historical Picture



Source: Park City Municipal Corporation. As of October 22, 2020.

Expenditure Summary by Fund and Major Object (10.13 - FY 2021 Adjusted Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	$23,760,939	$8,212,293	$325,620	$0	$700,000	$32,998,852	$2,834,061	$6,607,533	$42,440,446
012 QUINNS RECREATION COMPLEX	$902,829	$348,835	$1,000	$0	$0	$1,252,664	$0	$-6,033,938	$-4,781,273
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0	$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$0	$0	$0	$0	$0	$0	$0
031 CAPITAL IMPROVEMENT FUND	$0	$0	$37,534,575	$0	$0	$37,534,575	$3,580,329	$998,626	$42,113,530
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,460,138	$0	$0	$1,460,138	$0	$7,429	$1,467,567
051 WATER FUND	$3,258,424	$3,589,138	$40,896,797	$1,028,266	$0	$48,772,625	$1,773,085	$4,484,094	$55,029,804
052 STORM WATER FUND	$607,137	$290,025	$1,221,500	$0	$0	$2,118,662	$127,425	$58,813	$2,304,900
055 GOLF COURSE FUND	$899,687	$486,435	$114,565	$24,283	$0	$1,524,970	$134,913	$26,248	$1,686,131
057 TRANSPORTATION & PARKING FUND	$8,909,323	$2,268,672	$8,281,094	$0	$0	$19,459,089	$3,334,501	$1,305,701	$24,099,291
058 PARKING FUND	$849,924	$707,900	$125,000	$0	$0	$1,682,824	$8,000	$2,338,730	$4,029,554
062 FLEET SERVICES FUND	$995,989	$1,853,155	$0	$0	$0	$2,849,144	$0	$864,661	$3,713,805
064 SELF INSURANCE FUND	$0	$1,733,060	$0	$0	$0	$1,733,060	$0	$493,142	$2,226,202
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$5,040,066	$0	$5,040,066	$0	$27,906,245	$32,946,311
071 DEBT SERVICE FUND	$0	$0	$0	$7,699,000	$0	$7,699,000	$0	$2,581,847	$10,280,847
Total Park City Municipal Corporation	**$40,184,253**	**$19,489,513**	**$89,960,289**	**$13,791,615**	**$700,000**	**$164,125,670**	**$11,792,314**	**$41,639,131**	**$217,557,116**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$31,958	$692,300	$0	$0	$0	$724,258	$3,092,532	$2,689,797	$6,506,587
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$700,000	$994,151	$2,149,151
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$255,000	$0	$0	$255,000	$2,782,840	$340,776	$3,378,616
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$0	$0	$0	$0	$1,046,777	$5,853	$1,052,630
Total Park City Redevelopment Agency	**$31,958**	**$1,147,300**	**$255,000**	**$0**	**$0**	**$1,434,259**	**$7,622,149**	**$4,030,577**	**$13,086,985**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$440,916	$440,916
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$440,916**	**$440,916**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$40,216,212**	**$20,636,813**	**$90,215,289**	**$13,791,615**	**$700,000**	**$165,559,929**	**$19,414,463**	**$46,110,624**	**$231,085,016**

Expenditure Summary by Fund and Major Object (11.12 - FY 2021 Adjusted Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	$23,760,939	$11,183,310	$335,320	$0	$700,000	$35,979,569	$2,834,061	$6,559,033	$45,372,663
012 QUINNS RECREATION COMPLEX	$904,829	$350,335	$1,000	$0	$0	$1,256,164	$0	$-6,027,138	$-4,770,973
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0	$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$0	$0	$0	$0	$0	$0	$0
031 CAPITAL IMPROVEMENT FUND	$0	$0	$37,536,158	$0	$0	$37,536,158	$3,580,329	$997,043	$42,113,530
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,460,138	$0	$0	$1,460,138	$0	$7,429	$1,467,567
051 WATER FUND	$3,258,424	$3,589,138	$40,896,797	$1,028,266	$0	$48,772,625	$1,773,085	$4,484,094	$55,029,804
052 STORM WATER FUND	$607,137	$290,025	$1,221,500	$0	$0	$2,118,662	$127,425	$58,813	$2,304,900
055 GOLF COURSE FUND	$899,687	$486,435	$114,565	$24,283	$0	$1,524,970	$134,913	$26,248	$1,686,131
057 TRANSPORTATION & PARKING FUND	$8,909,323	$2,268,672	$8,281,094	$0	$0	$19,459,089	$3,334,501	$1,305,701	$24,099,291
058 PARKING FUND	$849,924	$707,900	$125,000	$0	$0	$1,682,824	$8,000	$2,338,730	$4,029,554
062 FLEET SERVICES FUND	$995,989	$1,853,155	$0	$0	$0	$2,849,144	$0	$864,661	$3,713,805
064 SELF INSURANCE FUND	$0	$1,733,060	$0	$0	$0	$1,733,060	$0	$493,142	$2,226,202
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$5,040,066	$0	$5,040,066	$0	$27,906,245	$32,946,311
071 DEBT SERVICE FUND	$0	$0	$0	$7,699,000	$0	$7,699,000	$0	$2,581,847	$10,280,847
Total Park City Municipal Corporation	**$40,186,253**	**$22,462,030**	**$89,971,572**	**$13,791,615**	**$700,000**	**$167,111,470**	**$11,792,314**	**$41,595,848**	**$220,499,633**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$31,958	$692,300	$0	$0	$0	$724,258	$3,092,532	$2,689,797	$6,506,587
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$700,000	$994,151	$2,149,151
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$255,000	$0	$0	$255,000	$2,782,840	$340,776	$3,378,616
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$0	$0	$0	$0	$1,046,777	$5,853	$1,052,630
Total Park City Redevelopment Agency	**$31,958**	**$1,147,300**	**$255,000**	**$0**	**$0**	**$1,434,259**	**$7,622,149**	**$4,030,577**	**$13,086,985**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$440,916	$440,916
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$440,916**	**$440,916**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$40,218,212**	**$23,609,330**	**$90,226,572**	**$13,791,615**	**$700,000**	**$168,545,729**	**$19,414,463**	**$46,067,341**	**$234,027,533**

Expenditures by Object Type

November 5, 2020

	YTD Actuals FY 2019	YTD Actuals FY 2020	YTD Actuals FY 2021	Adj Budget 10.13 FY 2021	Adj Budget 11.12 FY 2021	Variance FY 2021
011 GENERAL FUND						
PERSONNEL SERVICES	6,708,606	6,883,852	6,660,969	23,760,939	23,760,939	
MATERIALS, SUPPLIES AND SERVICES	292,187	362,352	240,442	1,034,983	1,072,776	37,793
UTILITIES	154,729	151,664	168,550	1,551,940	1,551,940	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	696,144	997,610	1,134,779	4,192,104	4,382,104	190,000
PARTS/MAINTENANCE SUPPLIES	276,586	333,894	190,534	1,043,165	1,046,665	3,500
SPECIAL SERV CONTRACT/MISC CHARGES	474,127	375,561	280,904	1,090,100	3,829,824	2,739,724
CAPITAL OUTLAY	57,807	81,284	42,609	325,620	335,320	9,700
INTERFUND TRANSFER	1,633,818	991,056	944,684	2,834,061	2,834,061	
Total 011 GENERAL FUND	10,294,004	10,177,274	9,663,471	35,832,912	38,813,630	2,980,717
012 QUINNS RECREATION COMPLEX						
PERSONNEL SERVICES	256,353	217,050	235,091	902,829	904,829	2,000
MATERIALS, SUPPLIES AND SERVICES	11,593	12,601	13,411	56,695	58,195	1,500
UTILITIES	26,455	22,421	30,341	157,200	157,200	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	18,982	20,062	15,500	70,740	70,740	
PARTS/MAINTENANCE SUPPLIES	17,111	13,990	14,616	43,200	43,200	
SPECIAL SERV CONTRACT/MISC CHARGES	6,365	7,357	5,233	21,000	21,000	
CAPITAL OUTLAY				1,000	1,000	
Total 012 QUINNS RECREATION COMPLEX	336,860	293,480	314,191	1,252,664	1,256,164	3,500
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
PERSONNEL SERVICES	7,171	7,045	4,294	31,958	31,958	
MATERIALS, SUPPLIES AND SERVICES	5,600	4,850	6,186	20,000	20,000	
UTILITIES	398	1,585	1,059	34,300	34,300	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		100	-2,005	70,000	70,000	
SPECIAL SERV CONTRACT/MISC CHARGES				568,000	568,000	
INTERFUND TRANSFER	547,040	697,512	1,030,844	3,092,532	3,092,532	
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	560,210	711,092	1,040,378	3,816,790	3,816,790	
024 MAIN STREET RDA SPECIAL REVENUE FUND					0	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	921	722		50,000	50,000	
SPECIAL SERV CONTRACT/MISC CHARGES				405,000	405,000	
INTERFUND TRANSFER	250,668	230,000	233,332	700,000	700,000	
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	251,589	230,722	233,332	1,155,000	1,155,000	
031 CAPITAL IMPROVEMENT FUND						
CAPITAL OUTLAY	2,956,540	3,990,751	1,997,538	37,534,575	37,536,158	1,583

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

Expenditures by Object Type

November 5, 2020

	YTD Actuals FY 2019	YTD Actuals FY 2020	YTD Actuals FY 2021	Adj Budget 10.13 FY 2021	Adj Budget 11.12 FY 2021	Variance FY 2021
INTERFUND TRANSFER	1,115,128	1,915,040	1,193,440	3,580,329	3,580,329	
Total 031 CAPITAL IMPROVEMENT FUND	4,071,668	5,905,791	3,190,978	41,114,904	41,116,487	1,583
033 REDEVELOPMENT AGENCY-LOWER PRK						
CAPITAL OUTLAY	75,593	10,825	196,579	255,000	255,000	
INTERFUND TRANSFER	236,072	235,572	927,612	2,782,840	2,782,840	
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	311,665	246,397	1,124,191	3,037,840	3,037,840	
034 REDEVELOPMENT AGENCY-MAIN ST						
INTERFUND TRANSFER	268,388	268,336	348,924	1,046,777	1,046,777	
Total 034 REDEVELOPMENT AGENCY-MAIN ST	268,388	268,336	348,924	1,046,777	1,046,777	
038 EQUIPMENT REPLACEMENT CIP					0	
CAPITAL OUTLAY	632,125	209,769	122,314	1,460,138	1,460,138	
Total 038 EQUIPMENT REPLACEMENT CIP	632,125	209,769	122,314	1,460,138	1,460,138	
051 WATER FUND						
PERSONNEL SERVICES	869,243	973,851	906,710	3,258,424	3,258,424	
MATERIALS, SUPPLIES AND SERVICES	51,471	76,106	117,980	305,962	305,962	
UTILITIES	192,698	198,159	260,468	1,224,066	1,224,066	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	290,870	394,119	474,210	1,115,183	1,115,183	
PARTS/MAINTENANCE SUPPLIES	192,060	307,183	221,199	891,927	891,927	
SPECIAL SERV CONTRACT/MISC CHARGES	29,139	30,007	28,867	52,000	52,000	
CAPITAL OUTLAY	417,183	5,785,921	7,953,282	40,896,797	40,896,797	
DEBT SERVICE	78,781	80,795	-23,643	1,028,266	1,028,266	
INTERFUND TRANSFER	335,248	350,500	352,692	1,773,085	1,773,085	
Total 051 WATER FUND	2,456,693	8,196,640	10,291,765	50,545,710	50,545,710	
052 STORM WATER FUND						
PERSONNEL SERVICES	199,289	268,591	197,243	607,137	607,137	
MATERIALS, SUPPLIES AND SERVICES	7,934	7,107	6,132	63,000	63,000	
UTILITIES	17,242	6,362	11,463	37,200	37,200	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	12,453	37,416	15,625	149,625	149,625	
PARTS/MAINTENANCE SUPPLIES	4,891	17,162	1,953	40,200	40,200	
CAPITAL OUTLAY	5,937	2,492	20,815	1,221,500	1,221,500	
INTERFUND TRANSFER	34,668	37,668	42,476	127,425	127,425	
Total 052 STORM WATER FUND	282,415	376,799	295,707	2,246,087	2,246,087	
055 GOLF COURSE FUND						
PERSONNEL SERVICES	345,571	330,111	329,160	899,687	899,687	

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

Expenditures by Object Type

November 5, 2020

	YTD Actuals FY 2019	YTD Actuals FY 2020	YTD Actuals FY 2021	Adj Budget 10.13 FY 2021	Adj Budget 11.12 FY 2021	Variance FY 2021
MATERIALS, SUPPLIES AND SERVICES	30,699	17,909	34,643	66,200	66,200	
UTILITIES	9,971	12,450	13,697	68,400	68,400	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	16,661	26,812	19,636	85,535	85,535	
PARTS/MAINTENANCE SUPPLIES	103,730	100,524	100,621	235,800	235,800	
SPECIAL SERV CONTRACT/MISC CHARGES	23,580	23,930	21,108	30,500	30,500	
CAPITAL OUTLAY	8,843	16,811	40,016	114,565	114,565	
DEBT SERVICE				24,283	24,283	
INTERFUND TRANSFER	47,636	47,032	44,968	134,913	134,913	
Total 055 GOLF COURSE FUND	586,691	575,580	603,848	1,659,883	1,659,883	
057 TRANSPORTATION & PARKING FUND						
PERSONNEL SERVICES	2,581,993	2,682,173	2,106,089	8,909,323	8,909,323	
MATERIALS, SUPPLIES AND SERVICES	104,177	64,037	65,991	290,822	290,822	
UTILITIES	65,321	75,405	83,730	360,100	360,100	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	196,813	166,793	299,644	1,572,750	1,572,750	
PARTS/MAINTENANCE SUPPLIES	1,639	2,439	11,826	25,000	25,000	
SPECIAL SERV CONTRACT/MISC CHARGES	59,151	12,410	1,563	20,000	20,000	
CAPITAL OUTLAY	636,801	669,244	-1,291,626	8,281,094	8,281,094	
INTERFUND TRANSFER	1,009,580	1,142,004	1,111,504	3,334,501	3,334,501	
Total 057 TRANSPORTATION & PARKING FUND	4,655,474	4,814,505	2,388,720	22,793,590	22,793,590	
058 PARKING FUND						
PERSONNEL SERVICES		264,133	222,450	849,924	849,924	
MATERIALS, SUPPLIES AND SERVICES		118,119	9,358	430,500	430,500	
UTILITIES		927	1,653	10,400	10,400	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		4,719	-40,000	148,000	148,000	
PARTS/MAINTENANCE SUPPLIES		10,854	6,751	54,000	54,000	
SPECIAL SERV CONTRACT/MISC CHARGES		47,220	867	65,000	65,000	
CAPITAL OUTLAY				125,000	125,000	
INTERFUND TRANSFER		2,000	2,668	8,000	8,000	
Total 058 PARKING FUND		447,971	203,747	1,690,824	1,690,824	
062 FLEET SERVICES FUND						
PERSONNEL SERVICES	302,911	300,810	273,972	995,989	995,989	
MATERIALS, SUPPLIES AND SERVICES	20,858	21,736	13,010	77,355	77,355	
UTILITIES	249,768	250,346	98,770	1,001,800	1,001,800	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC			809	3,800	3,800	

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

November 5, 2020

	YTD Actuals FY 2019	YTD Actuals FY 2020	YTD Actuals FY 2021	Adj Budget 10.13 FY 2021	Adj Budget 11.12 FY 2021	Variance FY 2021
PARTS/MAINTENANCE SUPPLIES	137,687	199,392	204,316	770,200	770,200	
Total 062 FLEET SERVICES FUND	711,225	772,284	590,878	2,849,144	2,849,144	
064 SELF INSURANCE FUND						
MATERIALS, SUPPLIES AND SERVICES	16,872	17,727	16,006	50,500	50,500	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	120,914	193,838	133,376	872,560	872,560	
SPECIAL SERV CONTRACT/MISC CHARGES	64,822	56,463	51,581	810,000	810,000	
Total 064 SELF INSURANCE FUND	202,609	268,029	200,963	1,733,060	1,733,060	
070 SALES TAX REV BOND - DEBT SVS FUND						
DEBT SERVICE	2,100	2,100	2,100	5,040,066	5,040,066	
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,100	2,100	2,100	5,040,066	5,040,066	
071 DEBT SERVICE FUND						
DEBT SERVICE	481,275	1,357,996	1,463,250	7,699,000	7,699,000	
Total 071 DEBT SERVICE FUND	481,275	1,357,996	1,463,250	7,699,000	7,699,000	
TOTAL	26,104,990	34,854,766	32,078,758	184,974,391	187,960,191	2,985,801

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

All Funds Combined

Revenue	Actual FY 2019	Actual FY 2020	Actual FY 2021	10.13 Adjusted FY 2021	11.12 Adjusted FY 2021	Variance
RESOURCES						
Property Taxes	$21,368,077	$25,486,395	$163,166	$25,378,173	$25,378,173	$0
Sales Tax	$29,273,042	$30,409,928	$1,721,222	$19,863,789	$19,863,789	$0
Franchise Tax	$3,230,881	$3,161,759	$508,332	$3,229,380	$3,229,380	$0
Licenses	$1,395,163	$1,315,865	$1,040,552	$979,790	$979,790	$0
Planning Building & Engineering Fees	$5,820,662	$7,513,747	$1,226,906	$3,646,825	$3,646,825	$0
Special Event Fees	$178,413	$178,672	$8,081	$127,595	$127,595	$0
Federal Revenue	$3,969,044	$5,698,041	$70,739	$3,642,753	$3,642,753	$0
State Revenue	$518,845	$818,625	$73,067	$501,187	$501,187	$0
County/SP District Revenue	$705,240	$3,888,378	$391,013	$2,055,705	$2,066,005	$10,300
Water Charges for Services	$20,092,203	$19,944,310	$10,518,785	$21,889,201	$21,889,201	$0
Transit Charges for Services	$7,425,047	$5,286,336		$9,366,000	$9,366,000	$0
Cemetery Charges for Services	$18,816	$22,922	$5,004	$95,465	$95,465	$0
Recreation	$3,348,293	$3,294,003	$1,665,470	$2,756,197	$2,756,197	$0
Ice	$828,397	$691,828	$121,415	$612,867	$612,867	$0
Other Service Revenue	$45,786	$59,527	$11,727	$151,702	$151,702	$0
Library Fines & Fees	$20,198	$14,357	$5,027	$18,645	$18,645	$0
Fines & Forfeitures	$2,611,357	$1,934,534	$18,243	$2,603,364	$2,603,364	$0
Misc. Revenues	$4,078,297	$8,426,163	$1,622,505	$15,507,058	$15,507,058	$0
Interfund Transactions (Admin)	$6,821,583	$6,898,975	$2,565,160	$6,871,385	$6,871,385	$0
Interfund Transactions (CIP/Debt)	$73,024,818	$17,718,703	$5,226,270	$12,543,078	$12,543,078	$0
Special Revenues & Resources	$1,059,990	$1,000,912	$3,200,530	$639,127	$3,571,344	$2,932,217
Bond Proceeds	$85,387,786	$10,768,465		$9,000,000	$9,000,000	$0
Beginning Balance	$83,191,254	$117,717,331		$89,605,728	$89,605,728	$0
TOTAL	**$354,413,190**	**$272,249,775**	**$30,163,214**	**$231,085,014**	**$234,027,531**	**$2,942,517**

Revenues by Object Type- FY2021

November 6, 2020

	YTD Actuals FY 2019	YTD Actuals FY 2020	YTD Actuals FY 2021	10.13 Adj Budget FY 2021	11.12 Adj Budget FY 2021	Variance FY 2021
011 GENERAL FUND						
Property Taxes	1,034,440	490,814	159,311	10,412,892	10,412,892	
Sales Tax	1,782,701	2,001,635	883,732	8,728,066	8,728,066	
Franchise Tax	531,293	542,822	508,332	3,229,380	3,229,380	
Licenses	269,619	249,690	215,253	323,501	323,501	
Planning Building & Engineering Fees	2,020,424	1,979,541	632,295	2,107,887	2,107,887	
Special Event Fees	13,295	40,610	8,081	127,595	127,595	
Federal Revenue		4,476		56,953	56,953	
State Revenue	10,000			80,182	80,182	
County/SP District Revenue	5,000			25,705	25,705	
Cemetery Charges for Services	8,471	11,674	5,004	95,465	95,465	
Recreation	635,463	694,122	552,243	1,415,701	1,415,701	
Other Service Revenue	8,495	18,532	11,727	151,702	151,702	
Library Fines & Fees	8,921	7,280	5,027	18,645	18,645	
Misc. Revenues	333,537	311,506	132,074	717,185	717,185	
Interfund Transactions (Admin)	652,888	669,948	669,948	2,724,847	2,724,847	
Special Revenues & Resources	28,607	26,309	3,183,055	6,000	2,938,217	2,932,217
Total 011 GENERAL FUND	7,343,153	7,048,959	6,966,081	30,221,706	33,153,923	2,932,217
012 QUINNS RECREATION COMPLEX						
County/SP District Revenue			10,300		10,300	10,300
Recreation	3,310	989	285	3,359	3,359	
Ice	241,542	257,250	121,415	612,867	612,867	
Misc. Revenues	-142	2	-47	847	847	
Total 012 QUINNS RECREATION COMPLEX	244,710	258,241	131,953	617,073	627,373	10,300
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
Property Taxes	3,713	1,797		4,252,000	4,252,000	
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	3,713	1,797		4,252,000	4,252,000	
024 MAIN STREET RDA SPECIAL REVENUE FUND						
Property Taxes	12,903	820	3,856	1,195,000	1,195,000	
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	12,903	820	3,856	1,195,000	1,195,000	
031 CAPITAL IMPROVEMENT FUND						
Sales Tax	864,536	989,542	406,442	6,569,128	6,569,128	
Planning Building & Engineering Fees	284,628	219,598	126,246	355,000	355,000	
State Revenue	69,891	155,548	73,067	421,005	421,005	

Revenues by Object Type- FY2021

November 6, 2020

	YTD Actuals FY 2019	YTD Actuals FY 2020	YTD Actuals FY 2021	10.13 Adj Budget FY 2021	11.12 Adj Budget FY 2021	Variance FY 2021
County/SP District Revenue		963,637	380,713	2,030,000	2,030,000	
Transit Charges for Services				3,500,000	3,500,000	
Misc. Revenues	226,105	2,071,455	1,135,539	14,420,502	14,420,502	
Special Revenues & Resources	3,355	3,305	1,978	231,125	231,125	
Bond Proceeds				9,000,000	9,000,000	
Total 031 CAPITAL IMPROVEMENT FUND	1,448,515	4,403,084	2,123,985	36,526,760	36,526,760	
033 REDEVELOPMENT AGENCY-LOWER PRK						
Interfund Transactions (CIP/Debt)	547,040	697,512	1,030,844	3,092,532	3,092,532	
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	547,040	697,512	1,030,844	3,092,532	3,092,532	
034 REDEVELOPMENT AGENCY-MAIN ST						
Interfund Transactions (CIP/Debt)	250,668	230,000	233,332	700,000	700,000	
Total 034 REDEVELOPMENT AGENCY-MAIN ST	250,668	230,000	233,332	700,000	700,000	
038 EQUIPMENT REPLACEMENT CIP						
Interfund Transactions (CIP/Debt)	357,900	428,532	438,532	1,315,600	1,315,600	
Total 038 EQUIPMENT REPLACEMENT CIP	357,900	428,532	438,532	1,315,600	1,315,600	
051 WATER FUND						
Planning Building & Engineering Fees	944,866	898,958	460,385	1,183,938	1,183,938	
Water Charges for Services	7,752,768	7,336,082	8,186,298	19,889,201	19,889,201	
Total 051 WATER FUND	8,697,634	8,235,040	8,646,682	21,073,139	21,073,139	
052 STORM WATER FUND						
Water Charges for Services	390,787	407,351	210,721	2,000,000	2,000,000	
Total 052 STORM WATER FUND	390,787	407,351	210,721	2,000,000	2,000,000	
055 GOLF COURSE FUND						
Recreation	1,030,364	1,022,342	1,112,439	1,337,137	1,337,137	
Misc. Revenues	87	443	335	40,748	40,748	
Interfund Transactions (CIP/Debt)	8,332	8,332	8,332	25,000	25,000	
Total 055 GOLF COURSE FUND	1,038,783	1,031,117	1,121,105	1,402,885	1,402,885	
057 TRANSPORTATION & PARKING FUND						
Sales Tax	698,979	984,602	431,048	4,566,595	4,566,595	
Licenses	850,310	855,084	818,567	656,289	656,289	
Federal Revenue		66,726	70,739	3,585,800	3,585,800	
Transit Charges for Services	1,088,019	10,279		5,866,000	5,866,000	
Misc. Revenues	32,907	35,555	59,289	288,410	288,410	
Special Revenues & Resources	35,860			402,002	402,002	

Revenues by Object Type- FY2021

November 6, 2020

	YTD Actuals FY 2019	YTD Actuals FY 2020	YTD Actuals FY 2021	10.13 Adj Budget FY 2021	11.12 Adj Budget FY 2021	Variance FY 2021
Total 057 TRANSPORTATION & PARKING FUND	2,706,074	1,952,246	1,379,643	15,365,096	15,365,096	
058 PARKING FUND						
Fines & Forfeitures		854,469	18,243	2,603,364	2,603,364	
Total 058 PARKING FUND		854,469	18,243	2,603,364	2,603,364	
062 FLEET SERVICES FUND						
Interfund Transactions (Admin)	855,006	983,000	908,332	2,725,000	2,725,000	
Total 062 FLEET SERVICES FUND	855,006	983,000	908,332	2,725,000	2,725,000	
064 SELF INSURANCE FUND						
Interfund Transactions (Admin)	347,244	426,288	466,348	1,399,043	1,399,043	
Total 064 SELF INSURANCE FUND	347,244	426,288	466,348	1,399,043	1,399,043	
070 SALES TAX REV BOND - DEBT SVS FUND						
Interfund Transactions (Admin)	53,900	54,160	7,500	22,495	22,495	
Interfund Transactions (CIP/Debt)	1,619,588	2,418,948	2,469,976	7,409,946	7,409,946	
Total 070 SALES TAX REV BOND - DEBT SVS FUND	1,673,488	2,473,108	2,477,476	7,432,441	7,432,441	
071 DEBT SERVICE FUND						
Property Taxes				9,518,281	9,518,281	
Misc. Revenues	24,647	22,265	189	39,366	39,366	
Total 071 DEBT SERVICE FUND	24,647	22,265	189	9,557,647	9,557,647	
TOTAL	25,942,264	29,453,830	26,157,324	141,479,286	144,421,803	2,942,517

Change in Fund Balance

Fund	Actuals FY 2019	10.13 Adjusted FY 2021	11.12 Adjusted FY 2021	Increase (red) FY 2021	% Inc (red) FY 2021
Park City Municipal Corporation					
011 GENERAL FUND	$13,995,937	$6,607,533	$6,559,033	($48,500)	-.7%
012 QUINNS RECREATION COMPLEX	$-4,803,352	$-6,033,938	$-6,027,138	$6,800	.1%
021 POLICE SPECIAL REVENUE FUND	$35,773	$0	$0	$0	0%
022 DRUG CONFISCATIONS	$23,168	$0	$0	$0	0%
031 CAPITAL IMPROVEMENT FUND	$47,522,284	$998,626	$997,043	($1,583)	-.1%
038 EQUIPMENT REPLACEMENT CIP	$1,912,090	$7,429	$7,429	$0	0%
051 WATER FUND	$8,601,446	$4,484,094	$4,484,094	$0	0%
052 STORM WATER FUND	$717,233	$58,813	$58,813	$0	0%
055 GOLF COURSE FUND	$1,234,194	$26,248	$26,248	$0	0%
057 TRANSPORTATION & PARKING FUND	$13,034,167	$1,305,701	$1,305,701	$0	0%
058 PARKING FUND	$0	$2,338,730	$2,338,730	$0	0%
062 FLEET SERVICES FUND	$1,210,535	$864,661	$864,661	$0	0%
064 SELF INSURANCE FUND	$1,348,568	$493,142	$493,142	$0	0%
070 SALES TAX REV BOND - DEBT SVS FUND	$25,749,908	$27,906,245	$27,906,245	$0	0%
071 DEBT SERVICE FUND	$1,575,743	$2,581,847	$2,581,847	$0	0%
Total Park City Municipal Corporation	**$112,157,694**	**$41,639,131**	**$41,595,848**	($43,283)	-.1%
Park City Redevelopment Agency					
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$1,604,087	$2,689,797	$2,689,797	$0	0%
024 MAIN STREET RDA SPECIAL REVENUE FUND	$904,151	$994,151	$994,151	$0	0%
033 REDEVELOPMENT AGENCY-LOWER PRK	$1,774,703	$340,776	$340,776	$0	0%
034 REDEVELOPMENT AGENCY-MAIN ST	$835,780	$5,853	$5,853	$0	0%
Total Park City Redevelopment Agency	**$5,118,721**	**$4,030,577**	**$4,030,577**	$0	0%
Municipal Building Authority					
035 BUILDING AUTHORITY	$440,916	$440,916	$440,916	$0	0%
Total Municipal Building Authority	**$440,916**	**$440,916**	**$440,916**	$0	0%

Council Agenda Item Report

Meeting Date: November 12, 2020
Submitted by: Jason Glidden
Submitting Department: Community Development
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Adopt Affordable Housing Guidelines and Standards for Park City, Utah, and to Repeal and Replace Resolution 03-2017 in its Entirety
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Housing Resolution Staff Report

2020 Housing Resolution

City Council Staff Report

Subject: Amendments to the Park City Municipal Housing Resolution
Authors: Rhoda Stauffer & Jason Glidden, Affordable Housing Program
Rebecca Ward, Planning Department
Department: Housing
Date: November 12, 2020
Type of Item: Administrative

Recommendation

Hold a public hearing and consider adopting Resolution 25-2020 to repeal and replace Park City's existing Housing Resolution 03-2017.

Executive Summary

Park City's Housing Resolution outlines the City's affordable housing requirements to offset some of the impacts of new residential and commercial development as part of Master Planned Developments and annexations. Park City adopted its first Housing Resolution in 1993 and included a provision to require a policy review/update every two years. The Resolution was last updated in 2017. Typically, proposed changes are driven by lessons learned during Resolution implementation and changing housing market circumstances that lead to a need to adapt and refine our strategy.

Staff brought the first round of potential changes to the City Council on June 11, 2020 (Staff Report; Minutes, p. 7) and to a joint work session of the Planning Commission and City Council (Staff Report; Minutes, p.60). Subsequently, staff refined the Resolution based on the Work Session feedback and seeks approval to update Park City's Housing Resolution which includes:

- Waive ongoing income verification for existing owners of affordable housing units because the goal is to create a community;
- Consider a different net-worth limit to qualify seniors for the affordable housing program;
- Cap the number of existing affordable housing units a developer can place deed restrictions on to fulfill their housing obligations;
- Eliminate the long-term employment requirement that affordable unit owners must work within the Park City School District boundary – if an owner accepts a job in another community, they should not lose their home;
- Increase the affordable housing obligation for new development from 15% to 20%, based on Residential Unit Equivalents (one unit per 2,000 square feet) rather than based upon the total number of units;

In addition, based on the recommendations from the work sessions, staff has begun work on the areas below, and will return to Council at a future date to discuss findings.

- Initiate a study to determine if Park City can capture or create additional affordable housing due to large single-family home construction;
- If Park City cannot capture affordable housing requirements from single family homes, than lower the size of a development that would trigger a Master Planned Development and hence an affordable housing obligation;
- Establish a Housing advisory group to collect best practices and advise developers and City Council on strategies to create more affordable housing; and
- Evaluate the potential to allow affordable accessory dwelling units or even provide incentives.

Background

Since 1993, Council has updated the Housing Resolution as community needs and economic circumstances have changed. The latest revision was adopted in 2017 (linked here).

The Resolution also helps meet the State of Utah's moderate-income housing annual planning and reporting requirements for municipalities over 1,000 in population.[1] Finally, the Housing Resolution is one tool used to meet Goals 7 and 8 of the General Plan: provide a diversity of housing types to meet the life-cycle needs of Park City residents, and increase the number of affordable units to ensure that workforce members have affordable options to live in Park City.

Since 1993, of the 606 affordable units in Park City, as a result of the Housing Resolution, 305 units (50%) were built entirely or in part by private parties to satisfy affordable housing obligations. The City has also collected $1,380,064 of in-lieu fees that has been placed in the City's housing development fund and has helped to fund projects such as Snow Creek Cottages, Retreat at The Park, Central Park Condos, and Woodside Park Phase 1.

As with any initiative, there are lessons learned during implementation and changing circumstances that compel us to adapt and refine. Based on experience and feedback from policymakers, developers, and recipients, staff prepared a list of potential refinements for review.

Analysis

For Applicants and Owners:

1. Update renter/owner qualifications to match current deed restrictions. Changes include:
   a. *Criteria added for approval of online, remote, or non-place-based employment:* Applicants must either work for a company that contributes to the local economy by paying local taxes or have lived in Park City for five years or more.
   b. *The net worth limits for senior citizens to qualify for affordable housing were increased.* Net worth limits for seniors (ages 62 and above) will be 1.5 times the rest of the population.

[1] Utah Code § 10-9a-408

c. *People with disabilities are further defined*: Qualified applicants must meet the Americans With Disabilities Act guidelines to qualify as disabled and are exempt from work qualifications. The applicant must also be active in the community (evidenced by involvement in community programs, such as serving with local civic or nonprofit organizations), or living with an immediate family member of a local family for more than five years.

d. *Revising qualifications for affordable household income limits:* Affordable annual household income shall be 80% AMI or below.

2. <u>Clarify when owner-occupied units may be rented.</u> Language was added to specify when and how an owner-occupied unit may be rented. An owner can currently rent out their affordable unit if they are forced to move for military service, mission assignment, or job transfer. In all cases, the period of time a unit may be rented is limited to two years. The calculation of affordable rent is also detailed.

   An allowance has also been included to regulate renting bedrooms while living in the home as a primary residence. This allowance also comes with limits for what can be charged for rent, and a minimum six-month lease. Under no circumstances are nightly rentals allowed.

For Private Developers:

3. <u>Increase the housing requirement for multifamily residential developments from 15% to 20%.</u> The calculation factor is further defined as RUEs (residential unit equivalents, which are equal to 2,000 SF) rather than a “unit” with no difference in requirement from a 1,000 SF unit to a 5,000 SF unit.

4. <u>Cap the amount of a housing obligation that may be fulfilled via recording deed restrictions on existing housing units not owned by the developerat 25%</u>. No more than 25% of a housing obligation may be fulfilled by placing a deed restriction on existing market-rate unitsnot owned by the developer.

5. <u>Update carbon footprint requirements.</u> Green building standards are required when building affordable housing to align with Building codes that support the City’s net-zero goals.

Funding

No funding is required to make these changes.

Resolution No. 25-2020

RESOLUTION TO ADOPT AFFORDABLE HOUSING GUIDELINES AND STANDARDS FOR PARK CITY, UTAH, AND TO REPEAL AND REPLACE RESOLUTION 03-2017 IN ITS ENTIRETY

WHEREAS, the livability and viability of Park City is directly affected by the availability of a sufficient amount of housing affordable to ~~all~~ the workforce and residents; and

WHEREAS, the City Council desires to establish policies to ensure a reasonable opportunity for a variety of housing and which bears an essential nexus to maintaining the social, economic, and ~~political~~ cultural fabric of the community; and

WHEREAS, the ~~2016 Park City Housing Needs Assessment~~ 2019 Regional Housing Needs Assessment concluded that housing costs continue to outpace wages in the service sector areas of the resort-based economy and has resulted in making housing unaffordable to working residents of the City; and

WHEREAS, the ~~2016 Park City Housing Needs Assessment~~ 2019 Regional Housing Needs Assessment projects that the Leisure and Hospitality employment sector will continue to drive the demand for additional workforce housing in Park City; and

WHEREAS, it is in the best interest of the community and a legitimate government interest to formulate guidelines and standards to establish a consistent criteria for review of Master Planned Development applications and annexation petitions where affordable housing is needed to mitigate the impact of the project on the community; and

WHEREAS, the cost of providing affordable housing should be equitably apportioned, based on impact generation, growth inducement, and the underlying goal to provide a diversity of housing types and prices in the community, in order to maintain a healthy economy and diverse population.

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

SECTION 1. ADOPTED HOUSING STANDARDS AND GUIDELINES. The following housing standards and guidelines are hereby adopted. Unless otherwise defined separately herein, all words and terms shall have the same meaning as defined in the Land Management Code, as amended.

SECTION 2. APPLICABILITY. These standards shall apply to all new Housing and Commercial Development created under Title 15, Chapter 6 *Master Planned Developments*, and Title 15, Chapter 8 *Annexation*, of the Park City Land Management Code. These standards shall apply to prior agreements on density or configuration unless specifically addressed within Development Agreements.

SECTION 3. PURPOSE. The purpose of this Resolution is to ensure that new development does not adversely affect the supply of affordable housing in the City and to maintain the social, economic, and ~~political~~ cultural fabric of Park City's community character. It is intended that the requirements imposed herein are roughly proportionate and reasonably related to the impacts of the Development.

SECTION 4. REVIEW. This Resolution shall be reviewed by the City Council at least biennially to ensure that these standards are meeting the housing goals and objectives.

SECTION 5. DEFINITIONS.

A. **Affordable For Sale Housing:** Housing that is priced affordable to households with incomes at or below 80% of AMI. ~~Based on local wages, Park City defines affordable~~

~~housing as those units affordable to households with incomes at or below 100 percent of AMI.~~

B. **Affordable Housing Cost:** Monthly housing costs that consume no more than 30 percent of a household's income. Housing costs include rent or mortgage, basic utilities, and/or Homeowners/Condo Association Dues.

C. **Affordable Housing Unit or Housing Unit:** Dwelling units that are deed restricted to the housing size and type for individuals meeting occupancy guidelines approved by the Park City Council.

D. **Affordable Rental Housing**: Housing that is priced affordable to households with incomes ranging from 80% of AMI or below.

E. **Affordable Unit Equivalent (AUE):** A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.

F. **Alter or Alteration**: Alter or alteration means any change, addition, or modification in construction or occupancy.

G. **Annual Compliance Report:** A report, as amended from time to time by the City or its designee, required to be provided to the City by each Unit Owner yearly to certify compliance with deed restrictions on a unit.

H. **Applicant**: A Household that has submitted the required application either for qualification as a Buyer or for placement on the Ownership Waiting List, as the context requires.

I. **Assets**:

1. **Assets**: Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.
2. **Gross Assets**: Anything which has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of

action which belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Gross Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Assets are evaluated at current fair market value, not accounting book value.

3. **Household Gross Assets**: Combined Gross Assets of the Household.
4. **Household Net Assets**: Gross Household Assets less Gross Household Liabilities.
5. **Net Assets**: Gross Assets minus liabilities. Retirement accounts will be reviewed on a case-by-case basis to determine whether or not they shall be included as a net asset.

J. **Area Median Income (AMI):** Area Median Income is a calculation of annual household income determined by the US Department of Housing and Urban Development (HUD). ~~that categorizes income levels as: extremely low income <=30 percent of AMI; very low income = 31 to 50 percent of AMI; low income = 51-80 percent of AMI; and moderate income = 81 to 100 percent of AMI. Based on local wages, Park City defines affordable housing as those units affordable to households with incomes at or below 100 percent of AMI.~~

K. **Attainable Housing:** Housing that is priced affordable to households with incomes between 81 and 150 percent of AMI.

L. **Bedroom:** Designed to be used for sleeping purposes and which contains closets and meets all applicable City Building Code requirements for light, ventilation, sanitation, and egress.

M. **Buyer**: A person who is buying or has purchased a Housing Unit.

N. **Capital Improvements:** Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

O. **City Code:** The Municipal Code of Park City, Utah, as amended.

P. **Commercial Property**: Property which is used for any commercial uses as defined by the Park City Land Management Code.

Q. **Co-signer**: A joint signatory of a promissory note whose obligations are the same as those of the primary borrower. If the primary borrower does not repay the loan, the co-signer accepts responsibility for the debt.

R. **Deed Restriction:** A contract entered into between Park City Municipal Corporation and the owner or purchaser of real property identifying the conditions for occupancy and resale.

S. **Dependent**: A minor child (18 years or younger) or other person related by blood or adoption to a Tenant or Owner of a Housing Unit declared as a dependent for federal income tax purposes by such Tenant or Owner, or by Tenant's or Owner's present or former spouse.

T. **Designee**: A person or entity who is named and authorized to act in place of the person or entity granting the designation.

U. **Developed Residential Property**: Property that contains at least one (1) dwelling unit as defined in the Park City Land Management Code.

V. **Disability:** A physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

W. **Domicile:** The place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her family voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.

X. **Down Payment:** The initial payment one makes to establish debt or otherwise paid in installments. Buyer may convert personal assets held for two (2) years or greater to cash for use as a Down Payment without said cash considered Income for purposes of Qualification. Additionally, a one-time gift of up to 30% of the Original Purchase Price used exclusively as a down payment for the purchase of a Housing Unit may be considered as a net asset and not as earned income for the purposes of initial qualification.

Y. **Financial Statement**: A statement detailing all personal assets, liabilities, and net assets (the difference between gross assets and liabilities) as of a specific date.

Z. **Fixture**: 1) A tangible thing which previously was personal property and which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property; 2) Any non-portable lighting device built in or attached securely to the structure; 3) The permanent parts of a plumbing system and fixtures.

AA. **Household:** ~~All related and unrelated individuals occupying a unit.~~ All individuals that are or will be occupying a unit regardless of legal status.

BB. **Housing costs:** Rent plus basic utilities or mortgage, tax, insurance, basic utilities and/or Homeowners Association payments – that consume no more than 30 percent of a household's income.

CC. **Housing Unit:** See Affordable Housing Unit.

DD. **Household Income:** Combined income of all individuals who are or will be occupying the unit regardless of legal status. Adjustments to the gross for business expenses can be made for persons who are self-employed.

EE. **Immediate Family**: Husband or wife, siblings, parents and/or offspring, either biologically, by marriage, civil union, or by legal adoption, regardless of age.

FF. **Income:**

1. **Earned Income**:

    a. Income derived from one's own labor or through active participation in a business and including retirement funds, Social Security benefits, alimony, and child support; and

    b. Net income derived from a business or from income-producing property, after reasonable deductions for expenses, depreciation, taxes, and similar allowances.

    c. Retirement and/or pension income for Qualified Elderly, regardless of origin, is considered earned within the Park City School District boundaries.

2. **Household Income**: Combined Gross Income of all individuals in the Household.

GG. **Initial Sale Price**: The Original Purchase Price [OPP] of that Housing Unit at the time the original Deed Restriction for the Housing Unit is executed and recorded.

HH. **Land**: All land or water surfaces, whether public or private, including lots, parcels, or other ownership categories and all rights (including potentially but not limited to: surface, subsurface, or air) that may be attached or detached from the land.

II. **Lease:** A written agreement between an Owner and a tenant Household that creates a Leasehold Interest.

JJ. **Maximum Rental Rate**: The total amount per month according to Section 20 that a Qualified Owner is allowed to charge to a Household in leasing a Housing Unit.

KK. **Maximum Resale Price:** The price above which a Unit may not be Sold as calculated by the City, its designated agent, department, or assign, using the formula set forth in Section 10.A.5.

LL. **Net Livable Square Footage:** ~~Is~~ Calculated on interior living area and ~~is~~ measured interior wall to interior wall, including all interior partitions. Also included, but not limited to, habitable basements and interior storage areas, closets, and laundry areas. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks, and porches.

MM. **Net Worth:** The amount of total assets that exceed total liabilities, as determined by the City.

NN. **Non-qualified Buyer:** A buyer of a Unit that is not a Qualified Buyer.

OO. **Non-**Qualified Tenant: A tenant of a Unit/Space that is not a Qualified Tenant.

PP. **Option to Purchase**: A legal document signed by the Mortgagee, acknowledging the provisions of the Deed Restriction and granting a right to the PCMC or to the Park City Housing Authority to purchase the Housing Unit in a foreclosure under certain conditions.

QQ. **Owner-Occupied:** A Unit that is occupied by the Unit Owner as the Unit Owner's Primary Residence.

RR. **Park City School District Boundaries:** The latest school district boundaries as duly adopted and as reflected on the most current mapping issued by the Utah State Automated Geographic Reference Center school district map.

SS. **PCMC:** Park City Municipal Corporation. As used in this Resolution, PCMC may also mean the Board of Directors of the Park City Housing Authority, or PCMC Staff as the context requires.

TT. **PCMC Board:** The Board of Directors of the Park City Housing Authority.

UU. **PCMC Staff:** The person or persons who Park City Municipal or the Park Housing Authority employs for the purpose of administering this Housing Resolution.

VV. **Permitted Capital Improvements:** Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to Section 10.

WW. **Primary Residence:** The place where Domicile has been established as the sole and exclusive place of residence.

XX. **Property:** Includes all real estate of any kind, developed or undeveloped, including but not limited to land, commercial property, investment property, and residential property.

YY. **Qualifications:** The minimum standards of employment, residency and/or net assets that are applied to a Qualified Household according to Section 16 as well as any additional qualifications under a particular Housing Program.

ZZ. **Qualified Buyer:** Qualified Buyer shall be a person or persons who are determined by the City to meet the criteria defined in Section 16.

AAA. **Qualified Tenant**: Qualified Tenant shall be a person or persons who are determined by the City to meet the criteria defined in Section 20.

BBB. **Residential Unit Equivalent:** In accordance with the Park City Land Management Code, Title 15, Section 6-8 *Unit Equivalents*, one Residential Unit Equivalent (RUE) is equal to 2,000 square feet of Multi-Family Dwelling floor area or one single family lot.

CCC. **Sale**: For purposes of this Resolution, a sale is the exchange of a Housing Unit for an agreed amount of money not to exceed the Maximum Resale Price in a single transaction in which title to the Housing Unit is transferred to a new Qualified Household.

DDD. **Senior.** A person who is over the age of 65.

EEE. **Storage Space**: Space intended and commonly utilized as location for preservation or later use or disposal of items.

~~**Studio Unit**: Living quarters designed around a relatively large single room incorporating features of a living room, bedroom, dining room/kitchen and bathroom.~~

FFF. **Target Income:** The specific household income to be served by affordable or attainable units which is determined by PCMC based on current need at the time units are put in service.

GGG. **Tenant**: A person who has the temporary use and occupation of real property owned by another subject to this Resolution.

HHH. **Volunteer Community Service**: Work which is performed for recognized non-profit community organizations for which no monetary or other material compensation is received.

SECTION 6. EXEMPTIONS. The development of affordable housing units ~~as defined by the Land Management Code is~~ that are not part of any housing obligations resulting from a Master Planned Development or an Annexation Agreement are exempt from the requirements of this Resolution. This may also include projects developed by or sponsored by nonprofit organizations and/or projects for which agreements have been executed that provided affordable housing or land for said purpose.

SECTION 7. FEE WAIVERS. Title 11, Chapters 12 and 13 of the Municipal Code provides that “any part of the fees included in this Title may be waived by the City Council upon recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring the payment of such fees, such as low income housing projects.” Pursuant to Title 11, Chapter 13-4(A) of the Municipal Code, the City Council ~~can~~ may waive impact fees for construction of affordable housing.

Affordable housing projects that ~~are in fulfillment of~~ fulfill housing obligations resulting from ~~development agreements in Annexations or MPDs~~ Master Planned Developments and/or Annexations are not eligible for fee waivers.

SECTION 8. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS

A. Residential Development.

For projects where units are offered for sale or rent, the Developer shall provide affordable housing units in an amount equal to ~~fifteen percent~~ ~~(15%)~~ twenty percent (20%) of the total ~~residential units constructed.~~ Residential Unit Equivalents (RUEs) in the project. Affordable Housing Units developed on-site in fulfillment of this requirement are not included in the density calculation for the project.

RESIDENTIAL GENERATION CALCULATION EXAMPLE

An Applicant has received approval for a 128 unit Master Planned Development. The units are of varying sizes totaling 328,000 square feet which equals 164 RUEs.

1. ~~128 units~~ 164 RUEs (total units approved) multiplied by ~~.15~~ .20 (residential mitigation rate) equals ~~19.2~~ 32.8 Affordable Unit Equivalents (AUEs).

2. One ~~Affordable Unit Equivalent~~ AUE equals 900 square feet of net livable space.

3. The total approved units for this ~~MPD~~ Master Planned Development is 128 market rate units plus ~~19.2~~ 32.8 AUEs equaling ~~17,280~~ 29,520 total net square feet of additional livable space.

B. Commercial Development

The Developer shall be required to mitigate 20 percent of the employees generated. For projects with a commercial component, the minimum affordable housing requirements shall be determined according to the following formulas:

Table 1: Employee Generation by Type of Use.

Type of Use	**Full Time Equivalents (2080 hours) per 1,000 net leasable square feet**
Restaurant/Bar	6.5
Education	2.3
Finance/Banking	3.3
Medical Professional	2.9
Other professional services	3.7
Personal services	1.3
Real Estate/Property management	5.9
Commercial/Retail	3.3
Recreation/amusements	5.3
Utilities	2.9
Lodging/hotel	0.6/room
Condominium Hotel	Greater of lodging/hotel calculation or residential mitigation rate
Overall/General	4.4

The Overall/General Type of Use shall apply to any use not listed in the Employee Generation Table if an Independent Calculation is not performed.

EMPLOYEE GENERATION CALCULATION EXAMPLE

An application for a Master Planned Development of 20,000 square feet of commercial space and 100 hotel rooms has been submitted. The commercial uses include:

- 10,000 square feet of retail space
- 5,000 square feet of restaurant/bar space
- 5,000 square feet of professional services

~~1.~~ Using the above Employee Generation Table, the project will generate 144 employees.

~~2.~~ 1. *Retail* at 3.3 employees per 1,000 square feet equals 33 employees

~~3.~~ 2. *Restaurant/Bar* at 6.5 employees per 1,000 square feet equals 32.5 employees

~~4.~~ 3. *Professional Services* at 3.7 employees per 1,000 square feet equals 18.5 employees

~~5.~~ 4. *Hotel* at .6 employees per unit equals 60 employees.

~~6.~~ 144 (total number of employees) multiplied by .20 (mitigation rate) equals 28.8 employees.

~~7.~~ 28.8 employees divided by 1.5 (workers per household) equals 19.2 AUEs required.

~~8.~~ The Developer is required to provide 19.2 AUEs or a total of 17,280 net square feet of livable space in addition to approved commercial and hotel density.

C. Reduction of Employee Generation for Institutional/Nonprofit Use. The City Council may reduce the base employee generation rate by up to fifty percent for uses that are "non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations and other similar organizations" upon finding that the benefits/impacts of such Development as they relate to ~~other general plan goals and/or action items~~ the City Council's Critical Priorities and/or General Plan goals outweigh the housing impacts.

D. Independent Calculation. An applicant may submit an independent calculation of the number of employees to be generated by a proposed development, to be used in place of the Employee Generation Table. The independent calculation ~~shall be accepted by the City Council~~ must be described in detail as to formulas used and the basis for those formulas. The City Council may choose to accept the independent calculation if the Council determines the calculation constitutes compelling evidence of a more accurate calculation of employee generation than Table 1: Employee Generation Table. Should the independent calculation not be accepted, then the applicable employee generation factor from the Employee Generation Table shall be applied to the proposed Development. Any acceptance of an Independent Calculation shall be site and use specific, non-transferable and be memorialized in a Development Agreement between the ~~property owner~~ developer and the City. Such Agreement shall be executed prior to the issuance of any building permit.

E. Redevelopment: Additions and Conversions of Use. Redevelopment or remodeling ~~in an existing use or the change in use from one use to another is exempt from the requirements of this Resolution, provided such activity does not create additional employment generation as determined in *Table 1: Employee Generation by Type of Use*. Only the uses and areas that existed prior to the redevelopment or remodeling shall be exempt from the requirements of this Resolution. Any new area or unit or any change in use which creates additional Employee Generation as determined in *Table 1: Employee Generation by Type of Use* shall be subject to the provisions of this Resolution. Mitigation shall be required for the employees generated by the proposed total square footage (including addition) minus the employment generation of the total structure. If the developer converts one land use to another with higher employment generation rates, the mitigation will be based on the increase in FTEs.~~ of an existing structure or a change in use that results in additional employee generation shall require additional housing mitigation. In order for this Section to apply, the original structure and use must have resulted from an approved Master Planned Development or Annexation Agreement. Any new area or unit or any change in use or amendment to an existing approved Master Planned Development which creates additional Employee Generation as determined in *Table 1: Employee Generation by Type of Use* shall be subject to a recalculation of housing obligation. Mitigation shall be required for the employees generated by the proposed total square footage (including addition) minus the original employment generation prior to the change. ~~For example,~~ Example 1: a conversion of a 1,000 sq. ft. retail establishment with an employee generation rate of 3.3 FTEs per 1,000 square feet to a restaurant or bar with a generation rate of 6.5 FTEs per 1,000 square feet results in a net increase in 3.2 FTEs and would require additional mitigation. Example 2: a bar-restaurant enlarges their space by expanding the building into parking area, adding 1,000 square feet which is a net increase of 6.5 FTEs and would require additional mitigation.

F. Final Unit Requirement Calculations. The final calculations for the number of ~~inclusionary~~ affordable units and the rental or sales price for these units shall be made by staff utilizing the calculation formulas in Section 8 and Section 20 of this Housing Resolution. All calculations are subject to approval by the Park City Housing Authority prior to the issuance of building permits for the covered project.

SECTION 9. METHODS ~~OF HOUSING REQUIREMENT COMPLIANCE~~ TO FULFILL HOUSING OBLIGATIONS

A. Methods of Meeting Minimum Requirements. [FORMERLY SECTION 9.G]
The following methods, in order of priority, may be used to meet the minimum affordable housing mitigation requirements.

1. **Construction of unit(s) on the site on which the development is proposed.** Affordable housing units shall be constructed on the project site, unless the developer can demonstrate compelling evidence that an alternative method would result in a

better design, enhanced level of affordability or that the construction on-site would adversely affect the design of the project.

2. **Construction of the unit(s) within the Park City corporate limits provided such land, site or structure had not been previously deed-restricted for affordability.**

3. **Dedication of existing units within Park City corporate limits provided such units have not been previously deed-restricted for affordability.** ~~Units must be of equivalent value, quality and size of the deed restricted units that would have been constructed on-site. Existing units must be in move-in condition with appliances, windows, heating, plumbing, electrical systems, fixtures and equipment in good working condition. The value of dedicated existing units will be determined, at the expense of the developer, or by such alternative means of valuation as to which a developer and the City may agree. All units shall be inspected and shall meet applicable Park City building codes. Applicant shall bear the costs and expenses of any required upgrades to meet the above standards as well as any reports required to assess the suitability for occupancy and compliance with the standards of the proposed units. All appliances and products including light bulbs shall be Energy Star qualified products.~~ Developers may deed restrict units by purchasing an open-market unit, placing a Deed Restriction on that unit, and renting or reselling the unit to a Qualified Household.

It is the developer's responsibility to demonstrate approval by the homeowners association for the open-market unit proposed for deed restriction, including any limitations on the homeowners association dues for the Housing Unit.

It is the developer's responsibility to demonstrate approval by the jurisdiction in which the proposed unit is located for any unit proposed to be deed restricted to provide Affordable Housing, including approval of the provisions of the deed restriction.

Units so deed restricted are subject to all size and construction standards and notes, except that PCMC may consider an exception to the size standards on a case-by-case basis. An exception to the size standards shall not be greater than 100 square feet from the minimum or maximum allowable square footage per Section 9.C. A developer may request this exception in its Housing Mitigation Plan, or may apply for such exception as an amendment to the Housing Mitigation Plan.

Any existing unit which is to be deed restricted must be in a good state of repair and condition. Acceptance of existing units shall be at the sole discretion of the Park City Housing Authority. If accepted by the Park City Housing Authority, existing units must meet the following criteria, unless a variance from these requirements is approved by the Park City Housing Authority:

a. Units must be freshly painted in the interior, and exterior walls shall be freshly painted within one year of approval;
b. All appliances must be in good condition and working order;
c. Yards and landscaping, windows, heating, plumbing, and electrical systems and equipment shall be in good condition and working order;
d. Units must meet the Energy Efficiency requirements set out in Section 9.F below.
e. The roof must have a remaining useful life of at least ten (10) years and Units shall meet applicable building codes in effect at the time, pursuant to inspection and approval by a qualified Building Inspector accepted by PCMC.
f. The Applicant shall bear the costs and expenses of any required upgrades as well as any structural/engineering reports required by PCMC to assess the suitability for occupancy and compliance with required standards.

g. In order to complete an inspection and to receive approval for deed restricting an existing unit, the Developer may be required to pay an Inspection Fee to PCMC, which is not refundable.

Payment to place deed restrictions on existing units owned by a third party is allowed with the following requirements:

a. No more than 25% of a housing obligation resulting from one particular Development Agreement may be fulfilled by placing deed restrictions on already constructed units owned by a third party;
b. The Developmer must demonstrate approval by the homeowners association for the open-market unit proposed for deed restriction, including any limitations on the homeowners association dues for the Housing Unit, and
c. Units must meet the health, safety and energy efficiency standards set out in this Section 9.A.3.

4. **Construction of units outside Park City, but within the Park City School District boundary as it stands on January 1, 2015.**

5. **Conveyance of land within the Park City School District boundary as it stands on January 1, 2015 provided such land has not been previously deed-restricted for affordability.** The developer may elect to (a) convey land to the City or its designee that is of equivalent value to the ~~cash~~ fee in lieu contributions required under this Resolution, plus an additional 25 percent to cover costs associated with holding, developing, improving, or conveying such land; or (b) convey land to the City or its designee that is of equivalent value (as of the date of conveyance) to that land upon which required units would otherwise have been constructed and properly zoned such as to allow construction of at least that number of units for which the obligation of construction is being satisfied by the dedication of the

land. Land conveyance shall occur prior to the issuance of any building permit for the free market portion of the development. Should the City Council later elect to sell the land, all proceeds from the sale of the land shall be placed in a dedicated housing fund.

6. **Payment of Fees in Lieu of Development**. If the Park City Housing Authority determines that (1) no other alternative is feasible, or (2) such a payment would result in more immediate development of housing or (3) such a payment would leverage additional resources, then a Payment of Fees in Lieu of Development may be accepted. The collected funds may only be expended for projects located within the corporate limits of Park City or within the Park City School District boundary as it stands on January 1, 201~~5~~9. The In Lieu Fee shall be based on the actual cost of construction in the prior year and published annually in June on the City's affordable housing webpage. Updates may occur more frequently at the request of the City Council to reflect changing real estate conditions. Any Fees in Lieu collected and any interest accrued shall be used only for the purpose of planning for, subsidizing, or developing affordable ~~and employee~~ housing.

~~A~~B. Unit Types: The distribution of dwelling unit types that meet the deed restricted affordable unit requirements of this section shall be as follows:

1. Single-Family: In developments where only single-family detached dwelling units are being produced, the required on-site Affordable Unit Equivalents shall also be single-family detached dwelling units.

2. Multi-Family: In developments where only multi-family buildings are being produced, the required on-site Affordable Unit Equivalents shall also be within the multi-family building or buildings.

3. Mixed: In developments where there is a mix of dwelling unit types such as: detached single-family, townhomes, duplexes or attached single-family, or multi-family

condominium or apartment buildings, or other types of units, the required on-site Affordable Unit Equivalents shall also be a mix in the same proportion as the market rate dwelling units.

4. Alternative Distribution Ratios: Different unit distribution among the Affordable Unit Equivalents may be permitted by the Park City Housing Authority on a case-by-case basis if doing so would accomplish additional benefits or result in a better design than not using the distribution of units provided for in this section.

~~B~~ **C. Minimum Square Footage Standards:** In order to assure livability, the standard net livable square footage for affordable units shall be as follows:

UNIT TYPE	MINIMUM SQUARE FEET	MAXIMUM SQUARE FEET
Dormitory	150	250
Single Room Occupancy	~~275~~ 200	350
Studio	~~400~~ 350	600
1 Bedroom	~~650~~ 600	800
2 Bedroom	~~900~~ 800	1,100
3 Bedroom	~~1,150~~ 1,100	1,300
4 Bedroom	~~1,400~~ 1300	1,600

1. Minimum square footage is the actual minimum square footage allowed to be constructed or otherwise provided under the provisions of the Park City Land Management Code. Maximum square footage is the maximum amount of square footage which may be credited against the required square footage for a given unit type, regardless of the actual size of the unit provided. For projects which have Affordable Housing comprised of single family, duplex, or triplex structures, Park City Housing Authority may, at its sole discretion, approve increases to Maximum Square Footage for each Unit Type up to twenty five (25) square feet per bedroom if it is demonstrated and

the Park City Housing Authority finds the variance will benefit the overall affordable housing program.

2. All newly constructed deed restricted Affordable Housing Units must comply with the applicable building codes in effect in Park City and with all rules, regulations and codes of all governmental bodies and agencies having jurisdiction.

3. All deed restricted Affordable Housing Units must have a fully equipped kitchen (Sink, Refrigerator, Stove Top, Microwave) and a full bathroom (Sink, Shower/Tub, and toilet), areas for living and sleeping and designated areas for storage. Areas designated for sleeping and/or bedrooms shall be a minimum of 100 square feet, with a minimum width dimension of 10 feet. PCMC shall be the final judge of the adequacy of facilities provided in the unit.

4. Any deviation from these standards shall be approved by Park City Housing Authority as part of the applicable Affordable Housing Mitigation Plan. The Building Department prior to the issuance of any building permits for either the free market or employee housing component of the project must verify square footage. The Building Department may check the actual construction of the Affordable Unit Equivalents.

~~C~~D. ~~Winter~~ Seasonal Units. Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy the employee housing requirements by provision of dormitory/lodge units designed for occupancy by seasonal employees. The dormitory/lodge units must satisfy all requirements of the applicable Guidelines and shall be required to meet the following minimum standards:

1. Occupancy of a dormitory unit shall be limited to no more than 8 persons.
2. There shall be at least 150 square feet of net livable square footage per person~~, including sleeping and bathroom uses~~.

3. At least one bathroom shall be provided for shared use by no more than four persons. The bathroom shall contain at least one toilet, one wash basin, one bathtub with a shower and a total area of at least 60 ~~net livable~~ square feet.
4. A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Building Department's approval and determination that the facilities are adequate in size to service the number of people using the facility.
5. Use of 20 net leasable square feet per person of enclosed storage area located within, or adjacent to, the unit.
6. Rents for dormitory units will be ~~set~~ approved by ~~Special Review on a case by case basis, given the unique and varying characteristics of dormitory units, with affordability as the key issue~~ the Park City Housing Authority in conjunction with approval of the Housing Mitigation Plan.
7. Seasonal Lodge Developments may be required to house qualified employees of the community at large.

~~D~~ **E. Special Needs Emergency/Transitional Housing.** Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy a portion of its employee housing requirements by provision of special needs emergency/transitional housing units through either direct construction, land donation or the donation of existing units. There must be a quantified, demonstrated need for the emergency/transitional housing within the Park City boundaries. The housing must be developed in collaboration with a federally recognized, 501(c)(3) nonprofit organization. The housing must ~~satisfy all requirements of the applicable Housing Guidelines and Standards as well as~~ comply with all applicable local, state and federal requirements. Given the unique and varying characteristics of the population to be served, the rents for emergency/transitional housing must be approved in advance by the ~~City Council~~ Park City Housing Authority.

~~E~~F. Minimum Green Building Requirements. ~~All new construction or substantial rehabilitation projects developed in fulfillment of the affordable housing obligations must demonstrate that it meets the NAHB Green Standards or a LEED Certification level.~~ All appliances and products including light bulbs shall be Energy Star qualified products for all new construction or substantial rehabilitation. Development is encouraged to meet Park City Resolution 28-2017, *Net Zero Energy Performance Requirements*.

~~F~~G. Affordable Unit Amenities. ~~Inclusionary~~ Affordable units may differ from the market units with regard to interior amenities and gross floor area provided that:

1. These differences, excluding differences related to size differentials, are not apparent in the general exterior appearances of the project's units; ~~and~~
2. These differences do not include insulation, windows, heating systems, and other improvements related to the energy efficiency of the project's units~~.~~; and
3. The gross floor area of the ~~inclusionary~~ affordable units is not less than the minimum requirements listed in Section ~~9.B~~ 9.C above, unless waived by the City.

~~**G. Methods of Meeting Minimum Requirements.** The following methods, in order of priority, may be used to meet the minimum affordable housing mitigation requirements.~~

~~1. **Construction of unit(s) on the site on which the development is proposed.** Affordable housing units shall be constructed on the project site, unless the developer can demonstrate compelling evidence that an alternative method would result in a better design, enhanced level of affordability or that the construction on-site would adversely affect the design of the project.~~

~~2. **Construction of the unit(s) within the Park City corporate limits provided such land, site or structure had not been previously deed-restricted for affordability.**~~

~~3. **Dedication of existing units within Park City corporate limits provided such units have not been previously deed-restricted for affordability.** Units must be of equivalent value, quality and size of the deed restricted units that would have been constructed on-site. Existing units must be in move-in condition with appliances, windows, heating, plumbing, electrical systems, fixtures and equipment in good working condition. The value of dedicated existing units will be determined, at the expense of the developer, by an appraiser selected by the developer from a list of certified appraisers provide by the City or by such alternative means of valuation as to which a developer and the City may agree. All units shall be inspected and shall meet applicable Park City building codes. Applicant shall bear the costs and expenses of any required upgrades to meet the above standards as well as any reports required to assess the suitability for occupancy and compliance with the standards of the proposed units. All appliances and products including light bulbs shall be Energy Star qualified products.~~

~~4. **Construction of units outside Park City, but within the Park City School District boundary as it stands on January 1, 2015.**~~

~~5. **Conveyance of land within the Park City School District boundary as it stands on January 1, 2015 provided such land has not been previously deed-restricted for affordability.** The developer may elect to (a) convey land to the City or its designee that is of equivalent value to the cash in lieu contributions that would be required under this Resolution, plus an additional 25 percent to cover costs associated with holding, developing, improving or conveying such land; or (b) convey land to the City or its designee that is of equivalent value (as of the date of conveyance) to that land upon which required units would otherwise have been constructed and properly zoned such as to allow construction of at least that number of units for which the obligation of~~

~~construction is being satisfied by the dedication of the land. Land conveyance shall occur prior to the issuance of any building permit for the free market portion of the development. Should the City Council later elect to sell the land, all proceeds from the sale of the land shall be placed in a dedicated housing fund.~~

~~6. **Payment of Fees in Lieu of Development**. If the City determines that (1) no other alternative is feasible, or (2) such a payment would result in more immediate development of housing or (3) such a payment would leverage additional resources, then a Payment of Fees in Lieu of Development may be accepted. The collected funds may only be expended for projects located within the corporate limits of Park City or within the Park City School District boundary as it stands on January 1, 2015. The In Lieu Fee shall be based on the actual cost of construction in the prior year and published annually in June on the City's affordable housing webpage. Updates may occur more frequently at the request of the City Council to reflect changing real estate conditions. Any Fees in Lieu collected and any interest accrued, shall be used only for the purpose of planning for, subsidizing or developing affordable and employee housing.~~

H. Homeowners Association Dues. If an affordable housing unit is developed as part of a mixed free market and affordable housing project, then any documents creating the condominium association or homeowners association shall state that the affordable housing unit shall only be assessed monthly dues and other shared assessments based on whichever of the following two (2) formulas results in the lower cost for the affordable housing unit:

1. The size of affordable housing unit in square feet as compared to the total size of the other units in the development; or

2. The size of the lot on which the affordable housing unit is located as compared to the total size of the other lots in the development.

3. The annual common expenses assessment for the Affordable Housing Unit shall not exceed one and a quarter percent (1.25%) of the initial allowed sales price of the Affordable Housing Unit.

4. Any annual common expenses assessment, special assessment, or any other assessed charge for such Affordable Housing Unit shall be subject to an initial assessment and/or annual assessment increase limitation equal to 3% of the prior year's general annual assessment for the Affordable Housing Unit, or the increase applied to the entire homeowners association, whichever is less.

    Example: Home buyer purchases a deed restricted unit for $300,000.00. The annual common expenses assessment for this unit should not exceed $3,750 ($300,000 X .0125), or $312.50 per month.

SECTION 10. DEED RESTRICTION. Prior to the plat recordation, provisions to ensure continued affordability of ~~inclusionary~~ affordable and accessible units shall be embodied in legally binding ~~agreements and/or~~ deed restrictions, which shall be prepared by the developer to meet the requirements outlined in this Resolution. PCMC Staff shall provide the Developer with template deed restriction documents for review. The deed restrictions ~~but which~~ shall not be recorded ~~or filed~~ until reviewed and approved by the City Attorney with such modifications as ~~it~~ may be deemed necessary to carry out the purpose of this Resolution. In addition, prior to issuance of any Certificate of Occupancy, the deed restrictions shall be amended, if necessary, to reflect changes approved by PCMC and governing bodies which may have occurred during construction or conversion of the units(s) (e.g., net livable square footage). Deed Restrictions for Affordable Units must meet the requirements of the Park City Municipal Land Management Code in addition to the general requirements of this Resolution.

No building permit application shall be accepted in the absence of proof of the execution of requirement agreements and covenants. In the event such restrictions are voided by bankruptcy or other legal action, the City may revoke the Certificate(s) of Occupancy until such time as the subsequent owner complies with the standards herein.

A. The Deed Restriction shall specify:

1. The definition of a “Qualified Buyer” and/or a “Qualified Renter”.
2. For sale units must be owner occupied.
3. Unit Owner of Owner Occupied units shall not rent or lease all or any portion of their Units, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owners may rent or lease their Units under the following circumstances:
    a. Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a minimum term of six (6) months and a maximum term of twelve (12) months, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.
    b. At a rate determined by the City after accounting for the Unit Owner’s costs, a Unit Owner may rent out the Unit Owner’s Unit for a period not to exceed twelve (12) months if the Unit Owner is unable to Sell the Unit after one-hundred-and-twenty (120) days of Reasonable Effort. The option to rent under this Section shall not be exercised by any Unit Owner more than once.
    c. At a rate determined by the City after accounting for the Unit Owner’s costs, a Unit Owner may rent out the Unit Owner’s Unit if the Unit Owner is required to

relocate for a period not to exceed two (2) years by the Unit Owner's employer; for religious, civic, or community service; or for military service.

   d. Other circumstances as may be required by law.

4. The process for resale of the unit in accordance with the PCMC Housing Resolution.
5. The method of calculation of the allowed Maximum Resale Price ("MRP"). MRP shall include:
   a. An increase in price of three percent (3%) per year from the date of purchase to the date of Owner's notice of intent to sell (compounded annually and prorated at the rate of .25 percent per each whole month of any part of a year);
   b. PLUS, The costs of Qualified Capital Improvements as defined, not to exceed five percent (5%) of the MRP for the current owner or as determined by PCMC on a project specific basis provided that:
      i. Improvements are pre-approved by PCMC prior to commencement of any work or installation.
      ii. Proof of homeowners association approval must be provided to PCMC prior to commencement of work.
      iii. Improvements must be properly permitted and inspected by the Park City Municipal Corporation Building Department if applicable.
      iv. Improvements are documented by the Owner and submitted to PCMC via final detailed paid invoices.
   e. LESS, the Depreciation on Permitted Capital Improvements
   f. LESS, any costs to bring unit up to Minimum Standards for MRP.
6. The Housing Unit may be used in a Home Occupation if:
   g. Proof of compliance with the Park City Municipal Code, as amended, or its successor document, is provided to PCMC;
   h. HOA approval of the specific Home Occupation is filed with PCMC, if applicable;

i. The business holds a current PCMC business license; and

j. The business holds current state and federal tax identification numbers, if applicable.

7. PCMC does not make any guarantees of the Owner's ability to sell the Housing Unit for its MRP or rent the Housing Unit for the Maximum Rent Allowed.
8. Violation of any of the covenants, conditions and terms of the Deed Restriction shall also be a violation of the Housing Resolution whether or not a corollary provision exists.
9. An Option to Purchase shall be granted by the Lender to PCMC to redeem the Housing Unit in the event of default by purchasing the unit from the holder of the trustee's deed at the redemption price plus reasonable costs of the holder.
10. The Deed Restriction shall be binding on all Owners, successors and assigns including any holder of a deed in lieu of foreclosure.
11. The Deed Restriction, Option to Purchase, and any amendments thereto must be recorded in the property records of Summit County. The original executed and recorded documents must be returned to PCMC for their files.
12. Deed Restrictions may not be transferred off the property unless otherwise approved though the Park City Housing Authority.
13. All Deed Restrictions must be approved by PCMC. No modification or amendment to the Deed Restriction shall be effective unless agreed to in writing by PCMC.

SECTION 11. TIMING OF OCCUPANCY. The affordable units shall be ready for occupancy no later than the date of the initial or temporary occupancy of the free market portion of the project. If the free market units are to be developed in phases, then the affordable housing can be developed in proportion to the phasing of the free market units as approved in the Housing Mitigation plan.

SECTION 12. APPLICABILITY OF RESOLUTION TO PRIOR APPROVALS OR PENDING APPLICATIONS.

A. Prior Development Agreements. Developments, which received development plan approvals prior to the adoption of this housing resolution, shall conform to the provisions of the resolution in place at the time of applicable complete application. Any modifications to an existing Development Agreement that results in an increase in housing units or employee generation shall be subject to the provisions of this Resolution.

B. Prior Annexation. Unless otherwise provided in Conditions of Approval or a Development Agreement, Developments subject to affordable housing requirements imposed by annexation agreements entered into prior to the effective date of this Resolution may develop in conformity with the Resolution in place at the time the Annexation Agreement was approved.

C. Pending Project Approval Actions. Developments for which complete applications were filed prior to the effective date of this Resolution, but have not been reviewed by the appropriate body, must conform to the Resolution in place at time of application.

SECTION 13. HOUSING MITIGATION PLAN. The Applicant shall submit a Housing Mitigation Plan. The Housing Mitigation Plan shall be developed using the Housing Mitigation Checklist, reviewed by the Planning Commission as part of the application to the City for the Annexations or Master Planned Development with a recommendation forwarded to the City Council. The Housing Mitigation Plan shall include the following:

A. **Calculation and Method.** The calculation of, and method by which housing is to be provided, in compliance with Section 8 "Calculation of Minimum Affordable Housing Requirement" and Section 9 "Methods ~~of Housing Requirement Compliance~~ to Fulfill Housing Obligations."

B. **Unit Descriptions**. If affordable housing units are to be developed, a site plan and building floor plans (if applicable), illustrating the number of units proposed, their location, the number of bedrooms in and square footage of each unit, and the rental/sale mix of the development. The proposed sale prices and rent levels shall also be included.

SECTION 14. CONSTRUCTION TIMING.

A. **Construction of Market Units.** Affordable units shall be made available for occupancy on approximately the same schedule as a project's market units; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the ~~inclusionary~~ affordable units. Other phasing agreements may be accepted, if doing so would accomplish additional benefits ~~fro~~ for the City consistent with the purposes of this Resolution. A schedule setting forth the phasing of the total number of units in a covered project, along with a schedule setting forth the phasing of the required ~~inclusionary~~ affordable units shall be approved prior to the issuance of a building permit.

B. **Fulfillment in Advance of Obligation.** Affordable units may be completed in advance of development that triggers an affordable housing obligation. In instances where a residential or commercial developer wants to build and deed restrict units in advance of incurring an affordable housing obligation, the units will be valued as to number of AUEs under the Housing Resolution in existence at the time the market development occurs. The future development shall be identified within the recorded deed restriction document. The units shall be built in accordance with prevailing Land Management Code and deed restricted at the time of approval. The total square footage of deed restricted units will be converted to Affordable Unit Equivalents in compliance with the Housing Resolution in effect at the time a plat is approved for the development that triggers the housing obligation. If for some unforeseen reason, the development triggering the obligation is not completed, the City will entertain a request that the recorded deed restriction(s) on the affordable units be removed.

SECTION 15. GOOD FAITH MARKETING REQUIRED. All sellers or owners of deed restricted affordable units shall engage in good faith marketing efforts each time a deed restricted unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance of becoming informed of the availability of such units. A public marketing plan shall be submitted by the developer for the initial sale or lease of the units.

SECTION 16. ~~LOCAL PREFERENCE OPTION~~ HOUSEHOLD QUALIFICATIONS

~~In order to address the City's local preference options, any deed restricted affordable housing project shall give preference to full-time employees (a minimum of 30 hours per week) of businesses within the Park City School District boundaries. Preference is also given to Senior Citizens (62 & older) and persons who are physically and/or mentally challenged.~~

A. **"Qualified Household" Defined**

Qualified Households must:

1. meet the Employment Requirement;
2. meet the Income Limits;
3. meet the Residency Standard;
4. meet the Property Ownership Standard; and
5. meet the Net Assets Standard.

B. **Employment Requirement**

1. Qualified Households must include a minimum of one adult in his or her Household who meets one of the following criteria:

    a. A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within the Park City School District Boundaries; or

    b. An owner of a business or entity with a primary place of business within the Park City School District Boundaries; or

    c. A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home and can provide proof that a minimum of 75% of their clients are based within the Park City School District Boundaries.

    d. Remote work will only be considered if the applicant has been a local, Park City resident for a minimum of five years prior to application.

2. **Qualifying Volunteer Hours:** Up to ten percent (10%) of the required employment hours may be filled by verifiable Volunteer Community Service within the boundaries of the Park City School District.

3. **Exemptions.** Those who have been determined by PCMC to be Qualified Retired or Qualified Disabled prior to application for ownership or rental, as well as Immediate Family of a Qualified Employee are exempt from the required employment hours.

a. **Qualified Disabled:** A person who is unable to work or does not have a work history required due to a disability as defined by the Americans with Disabilities Act and who immediately prior to becoming disabled, worked or was an active member of the Park City Community for a minimum of two years.

b. **Qualified Retired:** Those who are 65 years or older may apply to be Qualified Retired by providing a verifiable history of employment meeting the ownership or rental occupancy Employment Requirements for at least two (2) years immediately prior to retirement.

C. **Earned Income Standard**

1. Households must earn a minimum of seventy-five percent (75%) of their Gross Income within the Park City School District Boundaries. To qualify for ownership of a Housing Unit, Household Income is limited to 80% of AMI for Affordable Units and 150% of AMI for Attainable Units. Income limits change with size of household. Area Median Income is a calculation of annual household income determined by the US Department of Housing and Urban Development (HUD).
2. **Exemptions –** The following are exempt from the earned income standard:

   a. Those who are Qualified Disabled per the provisions of Section 16.B.3a; and

   b. Those who are Qualified Retired per the provisions of Section 16.B.3b.

D. **Residency Standard**

1. Applicants purchasing or renting must intend to occupy, and will be required on an ongoing basis to occupy the Housing Unit, as their sole and primary residence.

E. **Property Ownership Standard**

1. At the time of application, a Household may own other undeveloped or developed residential or commercial property. The fair market value less remaining mortgage loan against such property will be taken into consideration when determining Household Net Assets.

2. Ownership of undeveloped or developed residential or commercial property is restricted.

   a. At the time a Real Estate Purchase Contract is signed, the Household will be required to sell the property prior to closing on the Housing Unit.

   b. Households that desire to acquire developed residential property after taking ownership of a Housing Unit must sell the Housing Unit to a Qualified Individual prior to any acquisition of additional undeveloped or developed residential or commercial property.

F. **Net Assets Standard**

1. The combined Net Worth of the persons eighteen years of age and older in the Household shall not exceed four times the AMI for the household size. Net Worth of applicants over the age of sixty-five years old shall

be allowed to exceed the net worth limit of four times the AMI for the household size by up to 150%. Assets include business assets, real estate, stocks, bonds, cash and retirement accounts. See "Definitions" for further information

2. A one-time gift of up to thirty percent (30%) of the Housing Unit purchase price used for the purchase of a Housing Unit may be considered in Net Assets, and not as Income, for the purposes of initial qualification.

3. Disposition of Assets **–** Any member of a Household who has assigned, conveyed, transferred or otherwise disposed of property or other assets within the last two (2) years without fair consideration in order to meet the net asset limitation or the property ownership limitation shall be ineligible.

G. **Household Size –** The total number of people in a Household shall not be less than the following Minimum Household Sizes:

UNIT TYPE	**MINIMUM # IN HOUSEHOLD**	**MAXIMUM # IN HOUSEHOLD**
Dormitory	1	1
Single Room Occupancy	1	1
Studio	1	2

1 Bedroom	1	2
2 Bedroom	1	4
3 Bedroom	2	5
4 Bedroom	3	6

~~**SECTION 17. MAXIMUM RENTS AND SALES PRICES.** The following provision shall apply to the calculation of rents, selling prices and/or carrying charges of deed restricted affordable units.~~

~~**A. Occupancy.** In calculating the rents or carrying charges of inclusionary units, the following relationship between unit size and household size shall apply:~~

- ~~Dormitory/Single Room Occupancy: 1 person per 150 net livable square feet.~~
- ~~Studio/Efficiency: 1 person per household~~
- ~~One-bedroom: 1.5 person household~~
- ~~Two-bedrooms: 2.5 person household~~
- ~~Three-bedroom: 4 person household~~
- ~~Four-bedroom: 6 person household.~~

~~**B. Rental Units.** In general, inclusionary rental units in any one development shall be rented at a price, which, on average, is affordable to a household with an annual income of 45 percent of Summit County AMI.~~

~~**C. For Sale Units.** In general, the initial sales price for an affordable unit in any one development shall average a price affordable to a household earning 80 percent of Summit County AMI "Target Household IncomeSale Price shall be calculated according to the following guidelines: mortgage payment for the Owner Occupied Unit, including principal, interest, taxes~~

~~and insurance (“PITI”), shall not exceed 30% of the Target Household Income. The assumptions used to calculate the sales price shall be: (i) a 5% down payment; (ii) a 30-year term; and (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahousingcorp.org) at the time of the offer.~~

~~**D. Appreciation Limits**. Provisions to ensure continued affordability of inclusionary units offered for sale shall include a formula limiting equity appreciation to either a shared percentage of the equity appreciation or a cap on the equity appreciation, with such adjustments for improvements made by the seller and necessary costs of sale as may be approved by the City. The form of the resale restriction shall be determined by the City at the time of approval of the Housing Mitigation Plan.~~

~~**E. Limitation on Rental Rates and Terms**. The rate at which an Owner shall rent the Units shall not exceed the Maximum Rent as established by the City in accordance with Section 17.B. above. The Maximum Rent shall be adjusted annually by the percentage increase in the Consumer Price Index for the western region. Allowable increase will be published in June of each year on the City’s affordable housing webpage. Unless otherwise approved, the minimum lease term shall be six months.~~

~~**F. Income Limits.** The City reserves the right to place an income/asset limitation for prospective owners or renters as needed to further the goals of this Resolution.~~

SECTION 18. APPLICATION PROCESS. In order to address the priorities and goals of the City, all sales and resales of units must be in accordance with the process outlined in this section.

A. **Household Application & Selection Process.** PCMC has created an application and selection process for the sale and resale of all units in the City’s housing program. The initial creation of a waitlist was done through a lottery process. Selection for future sales and resales of units will be done utilizing the established waitlist. People wishing to be placed on the waitlist must complete the online pre-application.

1. Pre-Application: Pre-Applications provided by the Housing Office shall be submitted. Pre-Applications may be completed online, scanned and submitted via email, or submitted in hard copy form. Submission of the Pre-Application form shall consist of the one-page form plus the signed Indemnification form, plus a pre-approval letter from a qualified lender. Qualified pre-applications will be placed at the bottom of the established waitlist in the order they are received.
2. Full Application: When selected, the applicant will be requested to submit a Full Application in the form provided by PCMC. In addition, PCMC may request any combination of documentation reasonably related to proof of income, assets, and employment. The Full Application includes a release of information form which must be signed by the Household so that PCMC may obtain such information. The Full Application also includes a sworn statement of the facts contained in the application including at least the following certifications:
    a. that the facts contained in the application are true and correct to the best of the Applicant's knowledge;
    b. that the Applicant has been given the standard application information packet by PCMC or its designee; and,
    c. that the Applicant, on the basis of the application presented, believes that the Household qualifies to occupy the Housing Unit in question according to the Deed Restriction, this Resolution and all other applicable procedures, rules and regulations.

B. **Verification of Qualification**: Verification of Qualification and Eligibility Standards will be completed once a Full Application is received. Full Applications are not accepted on a rolling basis. The City will notify those on the waitlist when applications are being accepted and for what property or project.

C. **Misstatement of Fact or Deliberate Fraud**: Any material misstatement of fact or deliberate fraud by the Household in connection with any information supplied to PCMC shall be cause for immediate expulsion from the application process and/or forced sale or vacation of the Housing Unit. In addition, any material misstatement of fact or deliberate fraud by the Household shall be considered as intent to commit affordable housing fraud as defined in City Code § 8-3-6. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." A violation of City Code § 8-3-6 is subject to criminal prosecution.

D. **Confidentiality**: All personal and financial information provided to PCMC will be kept strictly confidential, except as follows:

1. Signed contracts between the Applicant or Household and PCMC including but not limited to Contracts to Purchase a Housing Unit, Deed Restrictions, any document to be recorded with the sale of the Housing Unit along with the Deed Restriction, and any document that would customarily be a matter of public record in the property records of the applicable jurisdiction;
2. The names and lottery positions of all persons who have participated in any ownership lottery held by PCMC;
3. Any other information that a court of competent jurisdiction rules must be released under the Freedom of Information Act or the Utah Government Records Access and Management Act;
4. Personal and private information necessary for an independent audit of PCMC records, provided such person or entity provides authorization; and

5. Personal and private information to the extent PCMC determines the information is necessary for its deliberation of a request for an Exception or for consideration during a violation hearing.

E. **Third Party Verification**: PCMC may require third-party verification for all self-employed Applicants at initial qualification and during compliance checks. PCMC may also employ outside accounting expertise to evaluate the reasonability of an Applicant's or Household's representations of Income and Assets.

SECTION 19. CALCULATION OF SALE PRICE In general, the initial sales price for an affordable unit in any one development shall average a price affordable to a household earning 80 percent of Summit County AMI "Target Household Income Sale Price shall be calculated according to the following guidelines: mortgage payment for the Owner Occupied Unit, including principal, interest, taxes and insurance ("PITI"), and HOA Operating Dues shall not exceed 30% of the Target Household Income. The assumptions used to calculate the sales price shall be: (i) a 5% down payment; (ii) a 30-year term; and (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahousingcorp.org) at the time of the offer.

SECTION 20. RENTAL PROCEDURES. In cases where rental of Housing Units is allowed, the general Rental Procedures contained in this section are required.

A. Standards for the rental of Housing Units:

1. Affordability Standards are based on Maximum Rental Rates which are targeted at thirty percent (30%) of Household Income for the target group. Maximum Rental Rates and methodology for calculating Maximum Rental Rates are found in this section.

2. Maximum Rental Rates may include the cost of utilities and HOA fees. Owner shall submit a lease which includes the proposed monthly rental rate along with proof of utility costs to PCMC staff. PCMC staff will evaluate the lease and either approve or deny the rental rate proposed based on the standards established herein.
3. Rental rates shall apply whether the units are provided furnished or unfurnished.
4. The Owner of Affordable Housing rental units, at its cost and expense, must keep and maintain the interior and exterior of the total structure (including all residential units therein) and the adjacent open areas in a safe and clean condition and in a state of good order and repair, reasonable wear and tear and negligent or intentional damage by tenants excepted.

B. **Occupancy:** In calculating the rents or carrying charges of affordable units, the relationship between unit size and household size in Section 16 shall apply.

C. **Households**: Households shall include all Tenants occupying the Housing Unit.

1. Households shall meet the Household Initial Qualification criteria as set forth in Section 16.
2. Household Qualification shall be recertified by PCMC Staff at Lease renewal and any time there is a change in Household.

D. **Tenants**:

1. All tenants shall meet the employment qualifications found in Section 16.
2. PCMC Staff shall certify the qualification of all Tenants prior to tenancy and/or the signing of a lease.
3. Tenants shall meet the Income Eligibility Criteria designated by the Housing Unit's Income Eligibility at time of tenancy.

E. **Leases**: Rental and or occupancy of Housing Units must be memorialized by a written Lease.

1. Leases must include reference to applicable provisions of the Deed Restriction including but not limited to restrictions on rental rates.
2. Leases must be for a minimum of six (6) months with a maximum of twelve (12) calendar months.
3. Executed copies of Leases shall be on file with PCMC at all times during the period in which rental of the Housing Unit is required or has been approved.

~~4.~~ Lease Renewal: At the time of any Lease renewal, Maximum Rental Rate may be adjusted up or down in conformity with amendments to this Resolution.

F. **Requirements for Occupancy of a Room or Portion of a Housing Unit**

1. Unit Owner may charge such roommate an amount per month not to exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.
2. A Lease between Owner and Tenant must be executed and filed with PCMC.

SECTION ~~18~~ 21. TERM OF AFFORDABILITY. The Term of Affordability shall be for a period of not less than forty (40) years. At the expiration of the initial forty (40) year term, ~~this Agreement~~ Affordable Housing Units shall be reviewed for additional consecutive ten (10) year terms, unless the City shall determine, based on an independent housing needs assessment, that the Unit is no longer necessary to satisfy the affordable/employee housing needs in Park

City. If the City makes no such determination, the Term of Affordability shall automatically renew for one or more additional consecutive ten (10) year terms.

SECTION ~~19~~ 22. WAIVERS. The City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development.

SECTION ~~20~~ 23. ADMINISTRATIVE RELIEF. The City Council may waive all or part of the requirements of this Resolution where the applicant can establish by clear and convincing financial data and other evidence relating to the character of the development or surroundings that the imposition of the requirements set forth in this ~~article~~ Resolution shall create an economic hardship. The Council shall use the same standards that it applies to historic properties in making a determination of economic hardship. A waiver under this section shall be granted only to the extent necessary to relieve the hardship or difficulty that serves as the basis for the requested waiver and shall not be considered precedent for future requests for administrative relief.

SECTION ~~21~~ 24. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Resolution.

SECTION ~~22~~ 25. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the City Council. All prior Housing Resolutions and parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed. This Resolution repeals and replaces all prior housing resolutions including Resolutions 37-91, 8-93, 6-94, 7-95, 17-99, 10-2006, 20-07, 25-12, 02-15, ~~and~~ 13-15, and 03-17.

PASSED AND ADOPTED this 12th day of November, 2020.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Andy Beerman

Attest:

____
Michelle Kellogg, City Recorder

Approve as to form:

____
City Attorney's Office