



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 11, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, November 11, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

WORK SESSION

4:15 p.m. - Discuss Downtown Business Improvement District and City Facilities Trash and Recycling Contract

[Downtown Trash and Recycling RFP Staff Report](#)

[Exhibit A: Downtown Waste Management Background](#)

[Exhibit B: PCMC RFP](#)

[Exhibit C: Park City Waste Characterization Study](#)

[Exhibit D: Republic Services Proposal](#)

[Exhibit E: Momentum Recycling Proposal](#)

[Exhibit F: HPCA Shared Billing Template](#)

[Exhibit G: HPCA Shared Container Frequency by Size and Type](#)

4:45 p.m. - Discuss Special Event Related Code Changes

[Event Related Code Amendments Staff Report](#)

[Exhibit A: Overview of Downtown Storefront Regulations 10.19.21](#)

[Exhibit B: Summary 2019 and 2020 Council CSL2 Special Meetings](#)

[Exhibit C: Storefront and Chain Definitions](#)

[Exhibit D: Current CCB list - July 2020](#)

5:15 p.m. - Public Art Update

[Annual Public Art Board Update Staff Report](#)

[Exhibit A: Draft 2022 PAAB Strategic Plan and Current Budget](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. RECOGNITION

1. Consideration to Approve Resolution 26-2021, a Resolution Proclaiming November 11, 2021, as a Day to Honor Veterans in Park City, Utah
(A) Public Input (B) Action
[Veterans' Day Staff Report](#)
[Exhibit A: Veterans' Day Resolution](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communication Report

1. Outdoor Ice Rinks
[Outdoor Ice Rinks Staff Report](#)

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

V. CONSENT AGENDA

1. Request to Approve a Three-Year Contract with EMG Management to Manage all City-owned, Employee Residential Units in an Amount Not to Exceed \$63,000 in a Form Approved by the City Attorney
[Property Management Contract Staff Report](#)
[Exhibit A: EMG Three Year Contract](#)

VI. OLD BUSINESS

1. Consideration to Adopt Resolution 25-2021, a Resolution Adopting the Urban Park District Master Plan with the Intent to Limit Zoning Changes, the Sale of and/or Material Changes to Four City Parks and the Park City Municipal Golf Course
(A) Public Hearing (B) Action
[Urban Park Zoning Master Plan Staff Report](#)
[Exhibit A: Urban Park District Master Plan Resolution](#)
[Exhibit B: Urban Park District Master Plan](#)
2. Drop Load and Staging (DLS) Program Update
(A) Public Input
[Drop Load and Staging Zones Staff Report](#)
[Exhibit A: HPCA DLS Letter of Support](#)
[Exhibit B: Cost Analysis DLS Zones](#)
[Exhibit C: Map of DLS Zone Alternatives](#)

VII. NEW BUSINESS

1. Discuss Potential Live Park City Lite Deed Restriction Program
(A) Public Input
[Lite Deed Restrictions Staff Report](#)
[Exhibit A: Vail Economic Impact Study](#)

Exhibit B: Lite Deed Restriction Language Draft
Exhibit C: Lite Deed Restriction Process and Funding Outline
Exhibit D: Draft Application
Exhibit E: Advisory Committee Resolution Language Draft

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

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

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

4:15 p.m. - Discuss Downtown Business Improvement District and City Facilities Trash and Recycling Contract

Suggested Action:

Attachments:

[Downtown Trash and Recycling RFP Staff Report](#)

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[Exhibit D: Republic Services Proposal](#)

[Exhibit E: Momentum Recycling Proposal](#)

[Exhibit F: HPCA Shared Billing Template](#)

[Exhibit G: HPCA Shared Container Frequency by Size and Type](#)

Subject: Downtown Trash and Recycling Contracts
Author: Luke Cartin, Matt Twombly, Jonathan Weidenhamer
Department: Env. Sustainability and Economic Development
Date: November 11, 2021
Type of Item: Work Session

Recommendation

Review the update on the solid waste and waste diversion for the downtown Business Improvement District (BID) and City Facilities. Staff will return at a future date to consider awarding contracts for solid waste services for the BID described below.

Background

The Park City Vision 2020 process produced the Environmental Leadership Pillar. Zero waste was listed as a key action area by the community. Various zero waste programs are underway at businesses already, including Vail Resorts 2030 zero-waste goal and Deer Valley's zero-waste events.

The Summit County Solid Waste Master Plan ([link](#)) identified the County landfill has less than 30 years of space, and over 60% of potentially landfilled waste could be diverted (recycled or composted). The current solid waste management contract for the downtown Business Improvement District (BID) was awarded in 2013 and expires on November 30, 2021. The existing contract does not include waste diversion goals, although the HPCA has separately initiated a mobile recycling and cardboard recycling program (Exhibit A, Waste Management Background).

On September 2, 2021 ([Staff Report](#), [minutes](#), p.1), City Council reviewed the scope of a request for proposals (RFP) for commercial waste management services in the BID to ensure that it complied with the Council's policy goals regarding waste diversion milestones, customer service, outreach, efficiency and sanitation, and zero waste (Exhibit B). The RFP scope included solid waste disposal and waste diversion services (food, glass, single-stream, and mixed recycling). Additionally, the RFP addressed "Operations and Engagement Project Management Support" with the City and the HPCA during the initial stages of the contract to develop a plan/program to meet waste diversion goals. The RFP also included an alternative for solid waste for City facilities and closed on October 19, 2021.

Three firms submitted proposals:

1. Republic Services (Republic) was the only service provider to submit a solid waste proposal. Their proposal also includes cardboard and paper. It replicates existing services, billing and approach currently provided to the BID with shared and individual accounts. Republic included additives for single-stream recycling services consistent with the County recycling contract (paper, cardboard, plastics #1 and #2, aluminum/tin metals) and incremental project management services. Republic also demonstrated

the ability to bring in other service providers to supplement food and glass diversion programs.

2. Momentum Recycling did not include solid waste in its proposal but included incremental project management and all waste diversion services. However, they acknowledged in the short term, Republic may be better suited to operate single-stream recycling, and that the HPCA's current franchisee also provides mixed recycling services efficiently. Momentum's proposal stated a preference to not be a subcontractor to another service provider.
3. Recyclops submitted for recycling only and identified project management support with existing staff, not a standalone, incremental resource.

Provider	Project Manager (existing staff)	Incremental PM (new staff)	Solid Waste	Cardboard	Single Stream Recycling	Glass	Food
Momentum		x		x	x	x	x
Recyclops	x			x	x		
Republic		x	x	x	x		

Analysis

Waste Characterization Study Results

Park City contracted with MSW Consultants to complete a waste characterization study for the BID and residential waste (Exhibit C). This study included waste auditing of the BID's cardboard bins and restaurant waste. These results will help the city prioritize programs for the largest impact. Key study takeaways for the BID include:

- Waste generation from the retail, gallery, and office sectors during the August audit was minimal;
- MSW Consultants directly collected waste from businesses at various times for the study. Despite direct engagement by City staff and the contractor, some businesses did not have waste samples available; and
- Restaurants and bars were the largest waste generators, and approximately 82% of waste can be diverted (65% food waste and 17% mixed recycling) (p.14-16).

Issues and Diversion

The City and HPCA are focused on three larger issues as part of a new contract for waste management services:

- Waste overflow on-site and unsightly and unsanitary conditions;
- Efficient use of space for back of house storage containers in a constrained commercial area; and
- Deploying innovative landfill diversion strategies to support the Community's sustainability goals. In addition to trash and recycling for City facilities, the proposed RFQ scope included a 10-year contract (6-year initial contract with two 2-year extensions) with key deliverables and waste reduction milestones:

1. Year 1:
 - a. Continue current level of service;
 - b. Increase transparency of billing and district diversion rate and propose fee changes to City Council and the HPCA; and

- c. Identify 5-10 leading businesses to pilot increased waste diversion strategies, based on results of recently completed waste audit.
- 2. Year 2:
 - a. Refine fee schedule changes;
 - b. Identify and remedy operational changes (implement Sunday waste haul, increase seasonal waste and recycling pickups, etc.); and
 - c. Develop a capital and operational zero waste strategy with HPCA and Park City that achieves waste diversion milestones:
 - i. 40% by 2024
 - ii. 60% by 2026
 - iii. 80% by 2028
- 3. Years 3-10:
 - a. Support capital and operational improvements through engagement and participation of design and capital project implementation/construction; and
 - b. Provide diversion rates dashboard and increase transparency. Guide businesses, Park City Municipal, and HPCA on reaching diversion milestones.

Waste Diversion Opportunity

Seeing the results of the waste characterization study, there is an enormous opportunity to quickly and aggressively increase diversion by focusing on food and glass.

RFP Selection

The RFP selection committee, comprised of staff and HPCA Executive Director and Trash Sub-committee Board Member, are unanimous in recommending two separate contracts.

Republic – The selection committee recommends award of the solid waste, cardboard, and single-stream recycling to Republic. Staff will return to Council on November 18, 2021, with a contract that includes solid waste, cardboard, and allows for single-stream recycling. Republic’s proposal (Exhibit D) allows current services to continue as is, solidifying a predictable and consistent level of service operated in the BID since 2007. Republic also provides administrative support, billing, staffing, equipment, and customer service tools needed to continue solid waste and cardboard recycling services. There will be no ramp-up or transition period required. Republic can add single-stream recycling containers if and when the merchants/PCMC request them for both shared and individual accounts.

The Republic proposal is also financially competitive. Because the current contract was relatively old and extended several times, Republic updated its financial and cost model. Fixed prices for container services will increase but only in limited nature. For example, based on average volumes/month, the cost for the shared HPCA dumpsters/recycling would increase to \$6,310 from \$5,602/mo. The estimated cost of servicing City dumpsters would go from \$18,500 to approximately \$20,000 annually. Republic’s proposal includes an annual price escalator to be decided by the City and HPCA; either a 3.5% fixed or using the Garbage & Trash Index but with a floor and ceiling. Currently, the standard CPI is 5.4% and the G&T index is 5.6%. Staff and HPCA recommend the fixed 3.5%.

Republic’s proposal also includes a price for “on-call” services for Sundays, events, and holidays. The proposal also addresses changes in the market that are out of their control,

such as the price of fuel and landfill tipping costs, and a mechanism to bring those to a public hearing before price increases. The details will be covered in the contract discussions; the following is an overview of the cost increases submitted by Republic:

The pricing for the new contract was based on several pricing increases Republic Services (RS) is having to deal with, primarily wage increases to attract staff and a dramatic increase in supply chain items like trucks, containers, and steel.

In some cases, where RS determined a need through the pro forma process, pricing went down (Frontload OCC (cardboard)) or stayed the same (MSW (solid waste) compactor). We try to match our pricing to market rates all the while figuring in greater costs associated with servicing in an expensive to work/live in a community with crazy terrain and specialty service needs. Also, Park City is growing and with growth, more cars, and more variables, comes more costs to RS for operations.

Sunday collection will be billed at an hourly rate. In some cases, depending on what Sunday services are requested, two drivers may need to come in to service what is needed.

The annual pricing escalator needs to be decided by the City upon writing the contract, either a 3.5% fixed or using the Garbage & Trash Index but with a floor and ceiling. Currently, the standard CPI is 5.4% and the G&T index is 5.6%.

Something must be written into the agreement that allows for RS to be made whole if/when the County increases the tipping fees at the landfill. We also need something that allows us to petition the city for more of an increase if there are unforeseen uncharacteristic increases that cannot be covered by the annual escalator, like long-term road closures or governmental mandates.

Our pricing proposal was based on service as it is now, changes to service can/will constitute a change in costs to the city.

The fuel fee of \$1500 for every \$.25 increase (on an annual average) for both CNG and diesel, so a max of \$3000 per year if they were both increased by \$.25 with a baseline.

Momentum - The RFP selection committee recommends Momentum for project management services, food waste diversion, and glass recycling, as their company's mission is "to move communities towards zero waste." Staff will also return at a subsequent meeting for contract award consideration. Where food waste and glass recycling represent the largest opportunities to meet our net-zero goals (Exhibit E), a second contract will enhance focus on diversion programs, especially when coupled with an operations and engagement project manager. Momentum currently has 28 accounts on Main Street for glass recycling and four food waste accounts. Food and glass are services they are suited to immediately scale up for the entire district.

Republic and Momentum are supportive of the other's scope and we expect them to work seamlessly, albeit separately side by side on the street. Each proposes to have exclusive contracts for the services they provide, with the exception that both support the HPCA supplementing service with their current franchisee holder (Good Earth). Currently, there are two other recycling service providers within the BID. Momentum is willing to allow those services to continue through April 30, 2022.

Implementation Strategy

Service and Costs - The RFP outlined that the current level of service for trash and recycling (except possibly adding operations and engagement staff) would not change through the first year of operations under a new contract. Therefore, staff recommends including a part-time project manager at an estimated cost of \$54,000/year for three years in the Momentum contract. Staff recommends and HPCA is supportive of using municipal operating funds for the first year and will seek a small PCMC budget adjustment for years two and three if the service is continued to be needed. We do not anticipate this expense lasting more than the initial roll-out period.

Republic will continue current services with only minor increases in costs (both shared and individual accounts) (Exhibit F – Shared Bill Template; Exhibit G – Shared Service). We expect Momentum to do the same, but use the first year to scale up food waste diversion opportunities where Merchants will be able to opt-in to recycling and food waste through individual accounts. The project manager will begin to develop relationships with individual businesses and explore strategies for a more comprehensive approach towards the City's diversion goals. This could include new shared locations and containers. City staff does not anticipate mandating or forcing diversion approaches or costs in year one.

PCMC Facilities – Republic's contract will include solid waste at seven City facilities. Currently, recycling is being provided at an annual cost of \$41,500 by Recyclops.

HPCA Engagement - Members of the HPCA trash subcommittee along with the Executive Director were part of the selection committee. Subsequently, staff presented an overview of the recommendation and analysis to the entire trash subcommittee and portions of the executive board on November 2, 2021. We will also present an overview to the broader HPCA board on November 16, 2021.

Conducting a work session now, and deferring action on the solid waste and cardboard contract until November 18 will allow for additional discussion and feedback.

Exhibits

- A Waste Management Background
- B RFP
- C Park City Waste Characterization study
- D Republic Proposal
- E Momentum Proposal
- F HPCA Shared Billing Template
- G HPCA Shared Dumpster Service Schedule and Costs

Exhibit A

Overview of Waste Management Plan for the Main Street Business Improvement District

10/2/2019

Prepared by Alison Kuhlrow (independently as a PCMC consultant, prior to becoming ED of HPCA)

Outline

Introduction

Background

Analysis for Future Contracts

Additional Efforts Required

Recommended Trash and Recycling Procurement Process

Next Steps

Introduction

In 2007 Park Municipal Corporation (PCMC) created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District. The trash and recycling needs in Historic Park City are significant and individual to each business. The BID and PCMC strive to provide trash and recycling services as efficiently as possible while still meeting the service needs of the 253 businesses holding licenses within the area coupled with providing a beautiful and clutter free streetscape. Republic Services is the current trash provider for the BID and the contract providing trash services expires on November 30, 2019.

The following provides an extensive background of the services provided to date along with research and projected services needs and enhancements for the next five (5) years.

Background

Main Street Trash History

Prior to 2006, Summit County provided trash services to both residential and commercial properties in Park City boundaries. In 2007, Summit County chose to issue a residential hauling contract to Allied Waste (DBA Republic Services) and did not pursue commercial trash service operations. This opened the commercial hauling market such that each commercial entity could contract with the individual trash hauling entity of its choosing. Due to the lack interior storage space and exterior property by most businesses, common trash dumpsters were the most efficient way to provide waste service for businesses.

In 2007, the Main Street Business Alliance (DBA Historic Park City Alliance) petitioned for Business Improvement District (BID) approval to create an entity that could enter into and administer a solid waste contract or contracts and recycling contracts. Upon adoption of the BID in 2008, PCMC became a fee collection provider and signed a service contract with the HPCA to administer the BID with the following scope excerpt related to trash:

Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

PCMC also amended their Business License Code to require the following:

In addition, the City's revised Business License Ordinance requires that all businesses within the boundary of the BID have a current account in good standing with the City's designated commercial solid waste removal service provider (currently Republic Services). Businesses which receive solid waste removal service or use the communal dumpsters and are not contracted with Republic Services will not be able to renew a business license or receive one anew until the business can produce evidence of an account in good standing with the chosen service provider.

The annual business license renewal process occurs by 9/30 each year and is the only time the City can assist with past due accounts.

Three service options are available to businesses in the BID for trash removal at their location:

1. Setting up a private contract with the selected Trash Provider for independent service via street-side accessible totes,
2. Setting up a private contract with the selected Trash Provider if independent service via a contract for a private dumpster on private property location with service provided by the selected Trash Provider; or
3. Participate as part of a communal pool of merchants (using “shared dumpsters”) on public property whose trash fees are assessed annually and billed monthly via a nationally standardized formula.

Current Trash Provider Contract

Republic Services secured the current contract for waste removal for the Main Street BID in November of 2013. The second three-year term of the contract expires November 30, 2019. While the contract allows for additional extensions provided both parties extend upon mutual agreement, the contract with Republic Services is between them and Park City Municipal Corporation (PCMC). The contract further allows for the service provider to address other PCMC needs. PCMC follows a State mandated procurement policy that requires a new solicitation of services through issuance of an RFP or RFQ when contracts expire.

The existing contract contains a cost schedule that outlines costs per size of container and number of days of service per week. These costs are established and fixed for all members of the BID no matter which of the three trash removal options they use. Each November the HPCA’s Trash and Recycling Committee reviews the actual cost of service and anticipated needs for the upcoming contract year. If a rate increase is needed to cover the increased service or increase in county dump tipping fees the Committee makes a recommendation to the HPCA Board. The Board’s final recommendation is implemented beginning December 1 of that year.

The aggregate cost for the common area dumpsters is divided among all those who use the dumpsters. A formula is set for types of businesses based on their type of use and square footage. The factor is multiplied with the gross square footage of the entire business, not just service area, to calculate the percentage of the total monthly bill for the common dumpsters each individual business pays. The rate per square foot is assigned to the various business type categories, based on the average amount of trash generated by that category (that rate was determined by a national standard). There is a need to allow businesses not meeting the standard business type categories to apply for an evaluation of their anticipated trash generation. These uses can include, but are not limited to theatres, museums, event venues, etc.

<i>Business Type</i>	<i>Factor</i>
<i>Lodging</i>	1
<i>Professional Office</i>	1
<i>Restaurant</i>	8
<i>Retail</i>	1.66
<i>Gallery</i>	1
<i>Theatres, museums, event venues and similar uses.</i>	Trash and Recycling Committee evaluation

Annual trash fees for the commercial contract with the trash provider are divided among everyone who currently uses the commercial dumpsters or compactors provided in the District. The monthly bills do fluctuate based upon the number of businesses active in the area and if the dumpsters require additional trash pick-ups due to increased production of trash by businesses. This typically occurs during Sundance Film Festival and peak winter weekends.

Businesses do have the choice to opt out of the commercial pool by having an individual account for street-side totes or their own private dumpster on private property. Over the course of the current contract, the HPCA reduced frequency of service to the common dumpsters, saving businesses money.

Residential Properties in Main Street BID

Summit County provides trash service to residential properties and charges for the service through property tax bills. Currently there is no remittance to HPCA from Summit County for residential uses (not lodging) that utilize the common dumpsters. Based on the current numbers of residential units within the BID, this type of use is not a significant generator of trash in the area. PCMC's Business License Specialist disagrees with this current practice and recommends nightly rentals within the BID be treated the same as other business within the BID since nightly rentals are a commercial use

Trash and Recycling Committee

The Trash and Recycling Committee, a sub-committee of the HPCA, is responsible for overseeing day to day implementation of the contract between its members and the Trash Provider for trash removal in the district, including billing. Additionally, the Committee is separately responsible for interface of PCMC related to the BID Scope. The Trash and Recycling Committee additionally monitors the mobile recycling center and works to maintain a steady income source to continue the recycling service. The Trash and Recycling Committee meets approximately four times a year.

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize the common dumpsters and compactors for the collection of waste and cardboard. There are approximately 22 businesses that utilize either individual totes or private dumpsters for their individual waste collection. By PCMC ordinance, these businesses are responsible for bringing the containers to the curb at end of business, collecting them in the morning and storing and enclosing them on private property.

Two cardboard recycling dumpsters are in Swede Alley that are serviced by the trash service provider and costs are included within the fees for the common service.

Billing

Billing of businesses within the Main Street BID for trash services are the responsibility of the Trash Provider. All but 16 businesses are billed monthly for trash services; those businesses are either billed quarterly or annually due to the small volumes of trash.

When billing those participating in the common dumpster program, the Trash Provider estimates the total number of pickups for all containers on an annual basis. The total cost is distributed as a set monthly amount billed, versus providing the businesses with fluctuating monthly bills. The Trash Provider provides the HPCA with a monthly accounting of the total collected versus estimated annual costs. Any differences owed at the end of an annual term are either paid or negotiated into the next year's billing. The HPCA, as the BID service provider is responsible for paying any fees or keeping updated financial records identifying any balance.

Franchise Fee

A Franchise Fee was developed and implemented in August 2010 to collect funds to pay for a supplemental Recycling Program. The Trash Provider charges the Franchise Fee on each trash bill and remits the funds to the HPCA to procure recycling services. The current Franchise Fee rate is 30% of gross revenues of the shared containers and 10% of gross revenues from the individual containers.

Between 2010 and 2016, the HPCA reimbursed merchants who individually contracted for their own recycling efforts to meet their specific needs outside of the program provided by the HPCA. In 2016 the Board voted to eliminate the reimbursement program due to the limited number of businesses requesting reimbursement. Over the six years, a total of \$6,863 in franchise fees were reimbursed to a total of 18 businesses.

For the service of collecting and remitting the Franchise Fee, the HPCA reimburses the Trash Provider \$100 per month. These costs are invoiced as a deduction from the franchise fee monthly reimbursements to the HPCA.

Mobile Recycling Center

In 2009, the HPCA began a service contract to provide recycling with the Mobile Recycling Center. The program provides Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck fixed pick up at nine different locations on Main Street. The service is scheduled two days a week during the "shoulder season" and three days a week during "peak season." Shoulder season is defined as the Monday after the weekend that follows Labor Day through week before the weekend before Christmas; April through last weekend in June. Peak season is defined as the weekend before July 4th through weekend after Labor Day; weekend before Christmas through end of March

The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any BID member. The total collection in 2018 of recyclables through this program was 136.9 tons.

Good Earth Recycling is the current service provider and is operating under a month to month extension of a contract signed with the HPCA in 2012. At this time the annual Franchise Fee collected

does not cover the entire annual cost of the contract with Good Earth Recycling. The funds to cover the difference are drawn from overages charged by the Trash Provider. The Trash Provider remitted these funds to the HPCA and

Current Collection and Disposal Services

22 businesses use a private contract with the provider and store their own containers (toters) on either their private property or within their business. Almost all these businesses are located on the west side of Main Street and do not have access to a secondary alley behind their businesses. Businesses can receive service to the toters seven (7) days of week.

There are 12 contracts with the trash provider for front and rear load dumpsters on private property. These can receive seven (7) day a week service.

Approximately 85 businesses utilize the common dumpsters for their trash. The containers used are a combination of frontload containers and compactors. Frequency of pick-ups varies depending on the time of year. Two cardboard recycling containers are available for use and are included within the current trash contract. A third cardboard container is now located in the Brew Pub Parking Lot to address the recent large volumes.

Common Dumpster Sizes and Pickup Frequency

Container	Days of the Week	Months	Days of the Week	Months
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
4-yard	T, R and Sat	April - November	-	December - March
8-yard cardboard	M, W and F	April - November	-	December - March
8-yard	None	April - November	M and R	December - March
Compactor 1	F	April - November	M and F	December - March
Compactor 2	F	April - November	M and F	December - March
Cardboard Compactor	On call	April - November	On call	December - March

Enhanced Services

Due to fluctuations in the economy, snowfall, and other factors, there is a need for extra capacity and services to the common containers. These requests typically occur January through March and average 12 a year. The requests in 2019 are as follows:

January	01/28/19	February	02/18/19	March	03/04/19	April	04/01/19
	01/28/19		02/18/19		03/04/19		
	01/29/19				03/20/19		
	01/31/19				03/20/19		
	01/30/19				03/25/19		

Event Trash Needs

The Sundance Film Festival, Kimball Art Festival and Tour of Utah all require additional containers to meet the trash needs for the event. These containers are ordered in coordination with Park City Municipal and the event organizer.

The trash impacts from the events cause an increase in disposal costs that was shouldered by existing, year-round businesses in the past. Park City Municipal now requires, through their convention and sales (temporary business) license process for any businesses licensed exclusively during the timeframe of the event to pay a flat fee of \$100 which is collected by the trash provider. Recent changes to licensing during the film festival results in a significant budget increase for the HPCA to help offset impacts from the festival.

Event Disposal Costs Example. Sundance Film Festival 2013 – 2015.

<i>Common Dumpsters Monthly Service Fee</i>			
	<i>January</i>	<i>February</i>	<i>March</i>
<i>2015</i>	<i>\$10,862.36</i>	<i>\$6,549.76</i>	<i>\$7,270.40</i>
<i>2014</i>	<i>\$10,932.75</i>	<i>\$4,705.75</i>	<i>\$4,911.50</i>
<i>2013</i>	<i>\$7,516.45</i>	<i>\$4,452.03</i>	<i>\$5,134.03</i>

<i>Average Cost for February and March</i>	<i>Difference</i>
<i>\$6,910.08</i>	<i>\$3,952.28</i>
<i>\$4,808.63</i>	<i>\$6,124.13</i>
<i>\$4,793.03</i>	<i>\$2,723.42</i>

During this period there were 121 businesses paying into the shared dumpsters incurring an additional cost between \$2,700 and \$6,000 annually to cover the increased trash service during January. This amount was calculated taking the average of February and March and subtracting it from January disposal costs.

Analysis for Future Contracts

Current service needs and issues, existing demand, and projected waste growth needs to be determined in order to develop and solicit for trash, food waste and recycling services.

Overview of Process

During the development of this document, each local recycling and trash provider was contacted and spent time outlining their current thoughts on the existing trash and recycling systems for Main Street and ideas about how meet future needs.

Time was also spent with Tom Bradley, Park City Mountain Regional Environment Manager, Carolyn Warra, Mary Closser and Troy Holding, Recycle Utah, Julie Schultz and Madelyn Carter with Deer Valley Resort. Understanding their operations and challenges gave further insight into the ongoing education and monitoring needed to ensure a successful operation.

The best model identified that could translate to the needs of Main Street is the Park City Mountain Resort Canyon's Village program. The variety of commercial uses and seasonality of the workforce help with understanding how to scale a similar program can be scaled to meet the merchants' needs.

The survey sent to the merchants received only 27 responses. Knowing that it represents a small percentage of the merchants, it does give a glimpse as to some of the reasons behind recycling and waste diversion. Many agreed that space to store recyclables is a key issue as to what prevents them from recycling more. This can be addressed with frequency of services, which may result in a higher cost program. Cost of services followed space and frequency issues as a concern.

The information gained through this process provided insight into the following areas and led to the recommendations included.

Current Frequency and Issues – Projected Frequency

In 2019 there were five (5) extra pickups in January; two (2) in February; five (5) in March; and one (1) in April. Both the dumpster in the Brew Pub Lot and the cardboard container behind Firewood are the two that constantly overflow. At this time the trash provider does not service the containers on Sunday because the Summit County landfill is closed, resulting in many issues including a frequent overflow Saturday night/Sunday morning during peak weekends.

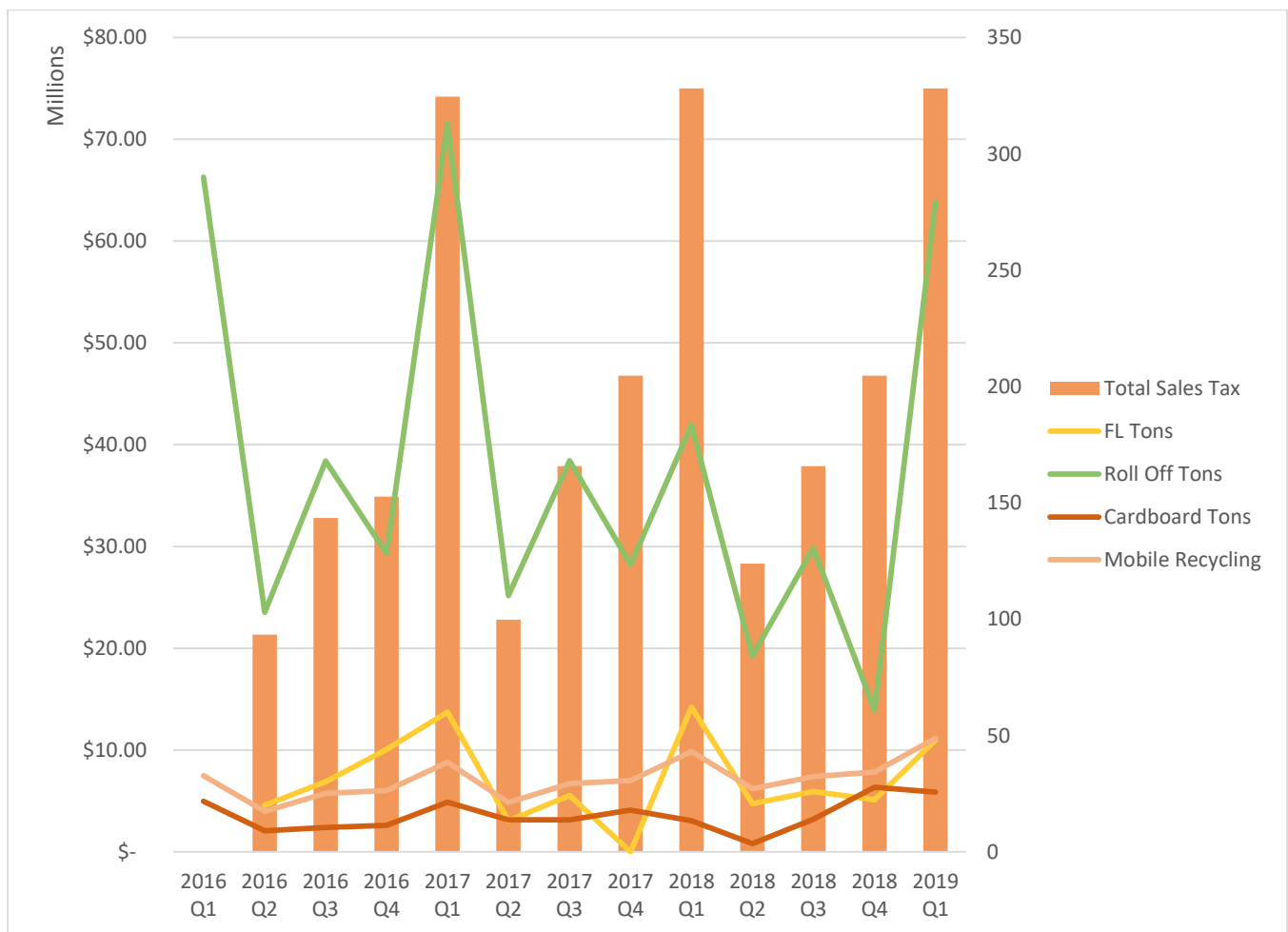
Given the data we currently understand, the following statements correct and be used as guidelines in the development of a final waste management plan.

- Additional capacity and/or frequency of pickups at both the Brew Pub Lot and Firewood containers is needed for the 19/20 season.
- A pilot program or first phase of a recycling and/or food waste program could immediately benefit the current trash overflow in this area of the street.
- Sunday service at the County landfill would address most of the ongoing capacity issues.

- Accommodation of additional trash and waste receptacles in the Brew Pub Parking Lot outweighs the loss of parking spaces in the area on a short-term basis.
- To meet PCMC Code, all dumpster enclosures need to be enclosed.

Volume Estimates

The attached graph shows the trash volume by quarter from 2016 to spring of 2019. The information is shown against the sales revenue growth for Main Street during the same time. The recycling numbers shown are for Good Earth Mobile Recycling pickups. Approximately 26 businesses contract with private providers for pickup of materials from food waste, plastic, glass and cardboard. There is not enough specific tracking by the private providers to add the materials they collect in an overall volume estimate of waste for the District.



For the purposes of the graph, only the tonnage of the common receptacles was included since this is the focus of the efforts. Finally, the waste tonnage is not listed for those businesses that use toters and front/rear load dumpsters.

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The

future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement, nor can it predict the amount of recyclables.

Recyclable Materials

The recycling providers in this area unanimously agreed that the top three items to recycle are cardboard, glass and food waste. While plastic and metal are items that can be recycled, efforts focused on the top three recyclables generated in the area in the first phases have the greatest ability to reduce the cost of waste removal since they take up a greater capacity and weigh the most. When comparing the recyclable materials generated by Main Street Businesses, diverting cardboard from the landfill provides the greatest relief of greenhouse gases with diverting food waste as second. Glass diversion will not provide a significant reduction in greenhouse gases; however, it will reduce trash disposal costs.

Food Waste

The type of food waste produced is impacted by several factors. There is a difference between waste generated back of house versus front of house and can vary depending on the type of cuisine served. The equipment to store the different types also differs. Businesses who utilize one-use items may use either biodegradable or compostable materials. This can be a major issue depending on how the service provider disposes of the materials.

Instituting a food waste program should be phased and should begin with restaurants interested in participating. Since food waste is not generated by all business types the contract for disposal may provide a set rate for businesses within the district versus distributing the entire cost to all businesses.

Single Stream Containers

Single Stream Recycling refers to a system in which all kinds of recyclables such as cardboard, glass and metal etc. are put into a single bin. This type of collection ensures the ability to recycle the greatest amount of material, if the bin is not contaminated.

Contamination

The biggest cause of contamination is education. With the seasonality of employment on Main Street, keeping all employees informed as to what is and what is not recyclable is needed. Keeping the bin size for recyclables smaller and placing them more frequently reduces the number of businesses using each receptacle. This could make it easier to find the business and/or employee that needs additional education.

Removal of Parking

The common dumpsters are located on public property and all, but one has been in place for five (5) years. The HPCA is aware that a new trash and recycling program may require use of existing parking spaces. Any elimination of parking in the Main Street area is felt by the merchants; it is one less place for an employee or customer to park in a system whose capacity cannot handle current or increased demand.

In the past the HPCA supported the removal of parking for programs like the outdoor dining decks. The Board weighed the loss of parking against the benefits of increased vibrancy and positive atmosphere they bring to the district.

Regarding trash and recycling containers, the HPCA will consider relocation and new placement for collection containers. Factors that would justify parking removal include reduction of distance between businesses and containers and increased ability to screen the containers.

Use of Public Property

The closer recycling containers are to businesses the more frequently they will be used. Many businesses have found they can divert most of their waste from the landfill by contracting with recycling providers to service their own individual recycling containers.

When a business does not have space on their property to place recycling containers, the City will consider placement on public property. Factors such as walkways, ability to screen the containers, percentage of waste diversion and cleanliness are part of the review process. Developing an administrative review process, like the dining decks, can encourage businesses to make the extra effort to recycle more of their waste.

Ease versus Cost

The HPCA Trash and Recycling Committee recognizes the ultimate waste management plan will need to balance the cost of the program with the ease of participation. Ease of the program results in higher rates of participation which translates to diversion of reusable waste from the landfill.

Ease of a program needs to address the following factors:

- Education of employees
- Distance of containers/pick-up location for recyclables from each business
- Container selection

The common containers in Swede Alley are outlined on Exhibit A and include the frequency and stops made by the Mobile Recycling Center. The current placement of common containers is no greater than four-hundred feet (400') from the businesses who use them. When approaching a new trash and recycling program, the method by which the materials are transported to Swede Alley needs to be evaluated. Many current containers leak and leave grease marks along the sidewalk.

In 2009 the HPCA did investigate curbside pick-up but decided against it since they didn't want the unsightliness of bins left overnight for morning pickup. Park City's heavy snowfall also makes curbside pickup a logistical nightmare.

The Mobile Recycling Center program provides ease of recycling to businesses with a smaller number of recyclables. Green Earth Recycling, the current operator of the Mobile Recycling Center has been asked to apply through the RFQ process. Their services will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

Diversion versus Cost

The Historic Park City Alliance wants a program that prioritizes sustainability and maximizes resources. The resources include reuse of materials to an extent that the diversion of recyclables and food waste reduces the amount of trash entering the landfill, thereby extending the life of the landfill. However, cost is the one factor that will impact diversion rates the most.

Currently recycling rates are three times the cost of tipping fees at the landfill. Increased diversion will cost the merchants more than disposing of all waste in the trash. The survey responses showed 65% of the merchants (27 responses) would pay more for recycling services. Being a good steward to the environment was the most significant reason people listed as their desire to recycle more. The survey showed most of the respondents would be in favor of a 10% to 20% increase in their disposal bill to accommodate increased recycling.

Cost Distribution

Regarding trash, those businesses who have individual contracts with the Trash Provider will be charged set rates as outlined in future contracts. As for the common area dumpsters, the recommendation is to divide the cost among all those who use the dumpsters. The current formula remains relevant and remains set for types of businesses based on their type of use and square footage.

<i>Business Type</i>	<i>Factor</i>
<i>Lodging</i>	1
<i>Professional Office</i>	1
<i>Restaurant</i>	8
<i>Retail</i>	1.66
<i>Gallery</i>	1
<i>Theatres, museums, event venues and similar uses.</i>	Trash and Recycling Committee evaluation

Since trash fees are distributed among those who use the containers, businesses who divert more waste from the landfill through an individual contract with a recycling provider use the trash containers less. It then leads to the need to reduce that business's trash bill if they are part of the common dumpster program. Development of a process to track the recycling from these businesses is

key to being able to offset their trash costs to help subsidize their own cost for an individual contract to recycle.

There are two driving factors that will determine how the overall cost of the program is shared by each merchant. The first is the imbalance between encouraging high waste diversion rates and the individual service needed to accomplish those goals.

Recycling costs, in locations where businesses are utilizing shared containers, the formula would be the best guideline to calculate the percentage of the total cost for the service(s).

Incentive Structure

While the merchants are willing to see a small increase in cost for disposal services, the percentage increase may not meet the goals of Park City Municipal and the City Council. An incentive structure that absorbs the increase cost of recycling a greater amount of material is the best way to meet the goals and needs of both organizations.

Additional Efforts Required

Service providers can address all the issues outlined in the analysis, however there are some factors not under their control, that if left unattended success of the program could be compromised.

Sunday Operations at the Summit County Landfill

The amount of trash generated is highest on the weekends and Sunday is often the day the dumpsters overflow. The Summit County landfill is closed on Sunday preventing the trash provider from servicing these containers. Trash cannot remain overnight in a truck and costs to haul it to another landfill are costly and not sustainable.

Starting discussions with Summit County during their budgeting process could allow for a quicker solution than waiting for countywide demand for Sunday service.

Extend Republic Services Contract

Service providers and knowing new contracts may ask merchants to change habits, it's been determined that the best time to implement a program is in the spring. There is not adequate time for new program education with the timeline for contract negotiation and approval to start this winter season.

There is an option to extend the current contract with Republic Services until April 30, 2019. This can only be done upon mutual written agreement by the parties. The Committee felt this was necessary to allow for a May 1, 2020 start for new contracts.

Screening of Trash and Recycling Containers

There needs to be an administrative process in place for review and approval of appropriate screening of private trash and recycling containers behind buildings, even when City property is used. An

administrative process like the dining decks, outlining the terms of use of City property could allow for additional locations of recycling containers.

Recommended Trash and Recycling Procurement Process

Use of an RFQ to solicit information from service providers is recommended. Outlining all the terms of a contract through an RFP is difficult due to the complexity of the services and frequencies needed, along with the collaboration needed between trash and recycling services needed to produce the final plan. The terms of the contract will be negotiated after the service provider(s) are chosen.

City Council Input

The next step in the process is for the City Council to determine either the percentage offset the City is willing to incentivize for recycling within the Main Street Bid or the percentage diversion goal.

RFQ – Request for Qualifications

This contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

The second element of the process requests proposers provide an additive alternative proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;
- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.

The primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two additional, two-year extensions.

Outline of Services Requested

The RFQ asks the submitter to address the following elements of their or suggest an alternate solution.

Trash Service

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and totes/kitchen cans on Sundays
- Ability to service totes and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and toter/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and totes for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations
- Supply both front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Trash and Recycling Services During Events and Peak Days

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up

- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City

Additional Issues to Address

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season (quarterly) and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

Description of Service

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

HPCA Responsibility within Contract

The HPCA maintains a contract with Park City Municipal to provide communication to Main Street businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. The HPCA is also responsible for working with City staff to develop a recycling program to accompany the solid waste management efforts.

The HPCA will keep a current list of businesses within the Main Street BID that is informed through communication with the Park City Municipal Business License Manager as well as frequent visual assessments of the District.

The HPCA will provide the contractors providing trash and recycling services to the District with an immediate update of either a new business or exiting business as soon as it is known.

PCMC Responsibility within Contract

The Business License Manager will update the HPCA on a scheduled basis of any new or existing businesses on Main Street.

Park City Municipal is responsible for monitoring the common waste receptacles and will notify the HPCA and contractor if an unscheduled pick-up is needed as well as will maintain the cleanliness of the floor area surrounding the waste collection containers.

Park City Municipal will provide the selected providers with an annual events schedule that includes street and parking lot closures that could impact waste removal.

Joint HPCA and PCMC Responsibilities

Both organizations will work together to analyze trash impacts from events and determine if additional cost recovery methods are needed. Both organizations will also develop a process to determine the waste generation factor for businesses that do not meet the standard type of categories such as restaurant, retail, gallery, etc.

Next Steps

To keep the process of selecting a trash and recycling provider(s) moving forward the following actions need to take place and are given a rough timeline as well.

Extend the Contract with Republic Services

The sooner the contract can be set for the 2019/20 winter the more time can address the current capacity and frequency needs for the area.

Issue RFQ

Finalize internal City review for the RFQ and issue the document that outlines both trash and recycling needs for the district.

Identify RFQ Selection Committee

Members of the HPCA's Trash and Recycling Committee should be considered along with Main Street businesses that currently recycle a large amount of material, along with one who is minimally recycling. Representatives on the committee should also be comprised of at least one business who utilizes each of the three services needed in the area; common containers, toters and private dumpsters. Representatives from the resorts' sustainability departments may be helpful during the selection process due to the size and scope of their programs.

Mandatory Pre-submission Meeting

Due to the complexities of the district and services needed, a mandatory pre-submission meeting shall be held to outline the current services and billing structure.

Selection of Providers

The selected trash and recycling provider(s) for the area had provided a narrative as to the services and performance measures they would meet. Collaboration between the service providers will be necessary to make sure the plan for the start of services on May 1, 2020 is set.

Merchant Plan Review

As the final plan and terms of the contract are finalized, several public meetings among the merchants shall be held to make sure all issues have been identified.

Contracts Signed

Once the final plan is set, each provider will sign a service provider contract with the City to begin performing services on May 1, 2020.

Conclusion

The ability to provide one type of trash and recycling service for the business district and still meet the needs of the merchants is impossible. From the business type, location, storage space and even cuisine served, require specific needs to increase the amount of waste diverted from the landfill.

By allowing the service providers to outline their ability to meet the needs of the Main Street merchants, the greatest flexibility remains. Flexibility will be needed when evaluating the proposals, final incentives, and cost sharing.

The City can most affect the amount of recycling materials diverted from the landfill by subsidizing the cost of recycling so the cost of disposal of recyclables is like that of trash disposal.

Exhibits

Exhibit A - Existing locations of common containers

Exhibit B - Common Container Distance Analysis

Exhibit C - RFQ

Exhibit D - Map of properties and types of trash receptacles provided by trash provider

[Exhibit E - Sample Data Sheets outlining current billing system](#)

Existing locations of common containers

A photograph showing the exterior of the building entrance. A concrete walkway leads to a dark, recessed doorway. To the left, there is a set of stairs and some greenery. The building has a light-colored, textured facade.



The Mobile Recycling Drop-off Center accepts sorted cardboard, paper, plastic, aluminum, metal, polystyrene and glass (wine box size amount) from any business in Park City's Business Improvement District. To address large glass recycling needs please contact Curb-it Recycling at (435) 901-2568 or Good Earth Recycling at (435) 655-0272.

Dates of Service for the Sundance Film Festival: January 13, 15, 16, 17, 18, 19, 20, 22, 24 and 27.

Times and Locations: Uptown Fare, 9:33-10:03 am
The Egyptian, 10:03-10:23 am
Bistro 412, 10:23-10:35 am
Shabu, 10:35-10:43 am
Pizza Noodle, 10:43-11 am

29

Exhibit B

Common Container Distance Analysis

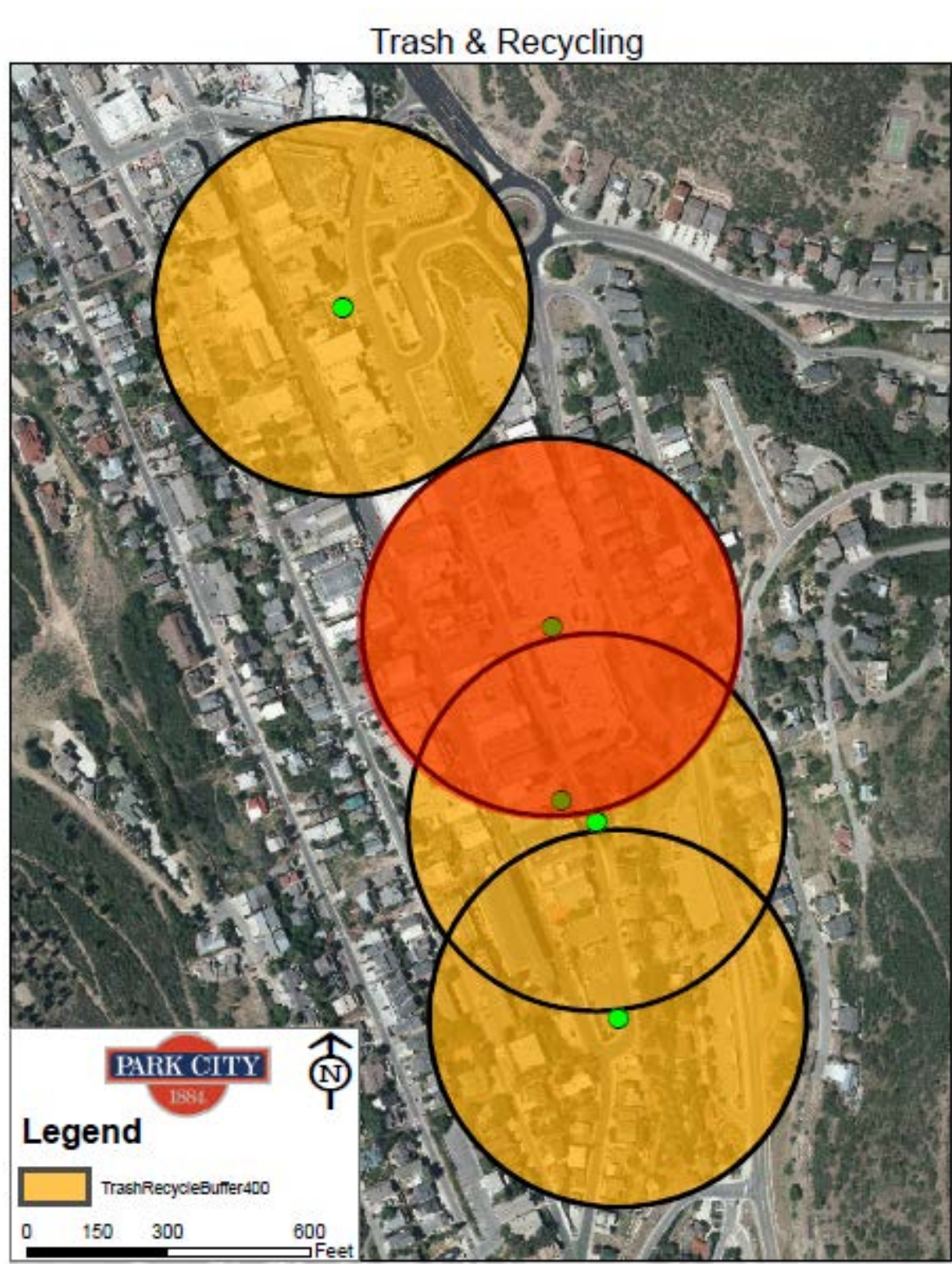


Exhibit x

DRAFT WORKING COPY ONLY

RFQ

Park City Municipal Corporation



REQUEST for QUALIFICATIONS

for

Recycling and Trash Disposal Services for the Main Street Business Improvement District

Issue Date: XX XX, 2019

Submittal Due Date: XX XX, 2019

QUALIFICATIONS DUE:

4:00 p.m., XX, XX XX, 2019

Email Delivery: Xx email

A response confirming receipt will be sent.

PROJECT NAME:

Recycling and Waste Services for Main Street BID

RFQ AVAILABLE:

xx, xx xx, 2019, at www.parkcity.org or via email from
[xx](#)

PROJECT ADDRESS:

[Main Street Business Improvement District](#)

OWNER:

Park City Municipal Corporation

P.O. Box 1480

Park City, Utah 84060

CONTACT:

XX

Email

PRE-SUBMITTAL MEETING:

A non-mandatory pre-submittal meeting will be held at xx,
xx xx,2019

Park City Council Chambers

445 Marsac Avenue, Park City, UT

Please email xx if you plan to attend.

Register to Receive Future Correspondence and Announcements:

If you are interested in receiving future correspondence or announcements related to the Main Street Recycling and Waste Disposal Services RFQ process, please contact xx (see e-mail address above) and request that your name be placed on the list of interested parties. If you do not register as an interested party by xx, xx xx, 2019, you may not receive future correspondence or announcements related to this RFQ process.

II. Introduction

In 2007 City Council created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District.

The Park City Municipal Corporation, in conjunction with the Historic Park City Alliance issued this Request for Qualifications (RFQ) to solicit proposals from companies interested in providing solid waste disposal and recycling services for commercial and municipal solid waste. PCMC's primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two 2-year extensions.

The services are scheduled to commence on May 1, 2020. The HPCA's solid waste tonnage was approximately 648.81 for the common receptacles which include collection of waste and cardboard. The tonnage collected from the approximate 20 businesses who have their own containers (toters/dumpsters) is unknown. There are a number of businesses who individually contract with a recycling and/or food waste provider. The amount of diversion from the waste stream provided through these contracts is unknown.

PCMC anticipates that this contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees. The second element of the process requests proposers provide a proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;

- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize common containers for waste and two containers for the collection of cardboard. There are approximately 20 businesses that utilize either toters or dumpsters for their own waste collection. All these businesses are billed by the service provider.

Common Dumpster Sizes and Pickup Frequency

Container	Days of the Week	Months	Days of the Week	Months
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
4-yard	T, R and Sat	April - November	-	December - March
8-yard cardboard	M, W and F	April - November	-	December - March
8-yard	None	April - November	M and R	December - March
Compactor 1	F	April - November	M and F	December - March
Compactor 2	F	April - November	M and F	December - March
Cardboard Compactor	On call	April - November	On call	December - March

In 2010, the current service provider for trash implemented a Franchise Fee to the monthly/quarterly bills for both those using the common receptacles and those who have their own. These fees are remitted to the HPCA to supplement the cost of the mobile recycling center.

The HPCA contracts with Good Earth Recycling to provide Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck which stops at nine different locations on Main Street two days a week during the “shoulder season.” The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any business in Park City’s Business Improvement District, the section of the city that includes Main Street, Swede Alley and a portion of Park Avenue. The total collection in 2018 of recyclables through this

program was 136.9 tons.

Mobile Recycling Center program will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

Future Impacts on Solid Waste Volumes

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of residents and businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement.

III. Scope of Services

The two different services require slightly different scope of services. Please review the tasks for each element listed below.

Main Street BID Trash Disposal Services

- Transport and dispose of Main Street BID trash at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays
- Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and toter/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and toters for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations

- Supply both me front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Main Street BID Recycling Services

- Transport and dispose of Main Street BID recyclables at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Ability to charge event vendors and/or temporary licensees for a set fee

Park City Municipal Trash

Collection of waste from containers at Park City Municipal buildings which would include but not be limited to Miner's Hospital; Library and Education Center; Park and Golf, PC MCARD, Public Works, Police and Ice Arena.

Additional Information to Address as Part of Scope of Service

Description of Service/Proposed Method

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience

providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

Cost of Services

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gallons							
2 yards							

3 yards							
4 yards							
5 yards							
6 yards							
8 yards							
Compactor							
Other							

Percentage price increase/year after initial length of term

Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

Qualifications, references and experience

Outline the provider's qualifications, references and experience in providing services of similar size and scope, including operations within Summit County.

Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization.

IV. Selection Criteria

The factors to be considered in the evaluation of Proposals are listed below.

1. Cost of Services (20%)
2. Proposed method of service (20%)
3. Qualifications, references and experience in providing services of similar size and scope (20%)
4. Proposed services and diversion potential (20%)
5. Environmentally sustainable business practices (20%)

V. Selection Process

Qualifications submissions will be evaluated on the factors listed in Section VIII of this RFQ and will be good for three months from date of submission.

Upon closure of the qualification's deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

- A selection committee made up of Park City Municipal Corporation staff, Historic Park City Alliance representatives, and other stakeholders will review all submissions of qualifications.
- The selection committee will determine companies to receive an interview. (Interviews will be held approximately one week after proposals are

submitted.)

Once interviews have been completed, the committee will select the top ranked proposer(s) and will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract(s) is subject to approval by City Council.

IV. Tentative Schedule for Selection Process & Project

- | | |
|--------------------------------------|----|
| • RFQ Issued: | XX |
| • Mandatory Pre-submittal Meeting: | XX |
| • Qualifications Due: | XX |
| • Interviews: | XX |
| • Notification of Award: | XX |
| • City Council Award of Contract(s): | XX |

V. Submittal Requirements & Selection Criteria

- **Executive Summary:** not to exceed 2 pages.
 - o Succinctly describe your qualifications for the project and the strengths of your company.
- **Scope of Services:** A brief description of the company's approach and an outline of preliminary plans which to accomplish the Scope of Services outlined in this RFQ and detailed cost for each element. Said plans should include, but not be limited to a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different level of services are needed to address the individual needs of businesses:
 - o who utilize the common dumpsters
 - o on the west side of Main Street who use totes
 - o who utilize a dumpster associated with their property
- **Relevant Experience—** Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and successful achievement of results in prior projects for clients;

The issuer advises all proposers of the following conditions:

- Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Proposals lacking required information will not be considered.
- Award of contract is subject to approval by City Council.
- All submittals shall be public records in accordance with government

regulations ("GRAMA") unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.

- Park City Municipal Corporation reserves the right to change any dates or deadlines.

VI. Park City Municipal Standard Service Provider Agreement

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

Any service provider who contracts with Park City is required to have a valid Park City business license.

VII. Preparation of Proposals

- **Failure to Read:** Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- **Cost of Developing Proposals:** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. Proposal Information

- **Equal Opportunity:** The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- **Proposal Ownership:** All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- **Rejection of Proposals:** The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- **Cancellation/Modification:** Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Park City Municipal Corporation's policy is subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City

businesses by purchasing goods and services through local vendors and service providers.

Attachment 1: Park City Professional Services Provider Agreement

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("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 total fee for the Project shall not exceed _____ Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the

performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's 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 two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) 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. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. 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
- E. 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.
- F. 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.

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

10. COMPLIANCE WITH LAWS.

- 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. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its

authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

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” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

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.

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

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 20____, personally appeared before me
_____, whose identity is personally known to me/or proved to me
on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is
the _____ (title or office) of _____
Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and
acknowledged that he/she signed it voluntarily for its stated purpose as
_____ (title) for _____, a _____
corporation.

Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA

Map of properties and types of trash receptacles provided by trash provider

Restaurants/Bars	
801 Main	\$60
60's Rocking	7-18
Archie's Taphouse and Bldg.	7-19
Back Door	136 Harbor Ave.
Bar 1000's Market Club Strippers	400
The Bridge Club & Grill	\$25
Barra Vie	400
Barry's Cheap House & Bar	200
Beck's Taps	\$24
Big Cat's	400
Chimney	400
Chick Mountain	\$65
Club Le Bonheur	233 Harbor Ave.
Capital of Vermont	400
Café Open for All	400
Crystal Point Cottage	\$12
Devo's	\$99 Post Office
Dining Room	400
Ernie's Family Pub	\$17
Ernie's (The Irish)	\$18
Farley's Pub, Grill and Bakery	400
Flying Saucer	\$34 Post Office
Forever on Main	\$66
2 Legged House	400
Heavenly	136 Harbor Ave.
High Post Strippers	200 Post Office
High Post Strippers and Bakery	400
Little Tavern	\$69
Little Town Hall	400
Mac's News, Place & Seaside	\$10
Meatery	400
McNee's Saloon & Grill	400
Old Town Tavern	400
O.J. O'Connell	\$68
Ole's Saloon	400
O'Connell's Bar	\$27
P.J. & Jay	\$27
Paul's European Café	400
Pease Street House & Pines Bar	400
Pine Street	\$14
Post Office Pub	\$62
Reelwork on Main	400
Reelwork Tavern	400
Rocky's	\$42
Rocky's	\$42
The Spar Bar & Grill	400
Stable	\$34 Harbor Ave.
Stable Mountain Grill	400
Taps	\$68
Taps	\$68
Taps	\$68
Union	\$22
Wine Brew Pub	400

Exhibit E

[Sample Data Sheets outlining current billing system](#)

Park City Municipal Corporation



REQUEST for PROPOSALS

for

Recycling and Trash Disposal Services for the Main Street Business Improvement District

Issue Date: September, 2021

**Submittal deadline: By 4:00 p.m. on Tuesday, October
19, 2021**

Park City Municipal Corporation
Sustainability Office
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
(435) 615-5177

Staff contact: Matthew A. Twombly
Senior Project Manager

Email: mtwombly@parkcity.org

RFP Website: <http://www.parkcity.org>

NOTICE OF REQUEST FOR PROPOSALS FOR RECYCLING AND TRASH DISPOSAL SERVICES

Park City Municipal Corporation ("PCMC") is seeking the services from qualified companies interested in providing municipal solid waste disposal (including food waste) and recycling services for the following project:

Recycling and Trash Disposal Services for the Main Street Business Improvement District ("BID")

RFP AVAILABLE: A copy of the RFP can be obtained electronically by emailing mtwombly@parkcity.org. Any modifications or addendums will be made in redlined form on the website on **Friday, October 15, 2021, by 5:00 p.m.**

PROPOSALS DUE: Proposal submittals must be received **by e-mail by 4:00 p.m. on Tuesday, October 19, 2021**, at: mtwombly@parkcity.org.

PROJECT LOCATION: Main Street Business Improvement District (District area described in Section I.), Park City, Utah

OWNER/CONTACT: Matthew A Twombly, Senior Project Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

PRE-SUBMITTAL MEETING:

A non-mandatory pre-submittal meeting will be held on October 7, 2021 at the Park City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060. Social distancing and masks are strongly encouraged.

Please email stephanie.valdez@parkcity.org if you want to be invited to attend.

All questions shall be submitted in writing by 4:00 p.m. on Wednesday, October 13, 2021, via e-mail to: mtwombly@parkcity.org

Park City Municipal Corporation reserves the right to reject any and all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

I. Introduction

In 2007 Park City Municipal Corporation (“PCMC”) created the Main Street Business Improvement District (“BID”) to function as a mechanism for establishing a single service provider for commercial solid waste collection for businesses within the District. PCMC has a contract with the Historic Park City Alliance (“HPCA”) to manage the BID and act as a liaison between solid waste provider and individual businesses within the BID. In March 2020, PCMC established a community goal to be zero waste (80% diversion) by 2030.

PCMC, in conjunction with the HPCA, issued this Request for Qualifications (“RFQ”) to solicit proposals from companies interested in providing municipal solid waste disposal, food waste diversion and recycling services for the BID. PCMC’s primary goal for the RFQ selection process is to meet its 2030 waste diversion goals and secondly, to obtain high quality, low-cost disposal and recycling services for handling the HPCA’s waste for six (6) years with two, two-year extension options. The contract will commence on December 1, 2021.

The HPCA’s solid waste tonnage in 2018 was approximately 648.81 tons for the common, (shared) receptacles which include collection of solid waste and cardboard. The tonnage collected from the approximately 20 businesses that have private containers (toters/dumpsters) is unknown. There are also a number of businesses who individually contract with private recycling and/or food waste provider(s). The amount of diversion from the waste stream provided through these contracts is unknown. It is anticipated that PCMC will specifically preclude third party or other private hauling after the end of the first year of this contract.

Main Street BID Area:

The BID includes commercial businesses within the following area: Beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. A list of Historic Main Street businesses and square footages can be found here: [BID Map](#)

II. Current Collection and Disposal

Approximately 112 commercial businesses utilize common containers for waste and cardboard. There are approximately 34 businesses that utilize individual totes or dumpsters for their own waste collection. All of these businesses are billed individually by the service provider.

Shared/Common Dumpster Sizes (on PCMC property) and Pickup Frequency

Yearly Service (Shared Dumpsters)	Frequency
1-8 yd 2x Wk (April 16 - December 14)South Brew Pub Pkg Lot (M,F)	8 months
1-8 yd 3x Wk Creekside (M,W,F)(April 16 - December 14)	8 months
1-8yd 4x WkCreekside (M,W,F,S) (December 15 - April 15)	4 months
1-4yd 2x Wk Brick Enclosure (M,F) (April 16 - December 14)	8 months
1-4 yd 3x Wk Brick Enclosure (M,W,F) (December 15-April 15)	4 months
1-8 yd 4x Wk (December 15 - April 15) South Brew Pub Pkg Lot (M,W,F,S)	4 months
Front Load - 1-8yd Creekside OCC -1X Wk (F)	12 Months
Front Load - 1-8yd OCC - 3X Wk - South Brew Pub Pkg Lot (M,W,F)	12 Months
Front Load - 8yd 2X South Brew Pub Pkg Lot (M,F)	4 months
1-20yd-OCC - Transit Center (ON-CALL)	24 Hauls/Ann
Compactors 2-30yd ON CALLx week - Transit Center & China Bridge ()	9 Hauls/Mo
Compactors-Events	20 hauls annually

In order to meet City code standards, PCMC anticipates enclosing the Brewpub and Swede Alley common dumpsters by 2023. We will work with the service provider to meet needed specifications for their access.

III. Timeline & Deliverables

PCMC's Recycling and Waste Disposal procurement process includes two Baseline Proposals (one for solid waste, and a second for food waste and recycling diversion); A combined proposal for solid waste and recycling; and lastly two Additive Alternates, including Sunday hauling and City facilities. Proposers can respond to either or both Baseline Proposals or Additive Alternates. A detailed scope can be found in Section IV of this document. Proposers are asked to provide proposals for a 6 year contract that includes two, two year options, for a maximum total of 10 years:

1. Baseline proposal and pricing for solid waste removal and trash disposal services for Monday - Saturday.
2. Baseline proposal for food waste, recycling cardboard and glass if awarded individually (M-Sat.).
3. Proposal for solid waste, food waste and recycling combined (M-Sat.).
4. Additive Alternative 1 – Identify a cost for waste removal including trash, food waste and recycling on Sunday.
5. Additive Alternative 2 - Collection of waste from containers at Park City Municipal buildings and facilities which would include, but not be limited to: Miner's Hospital; Library and Education Center; Park and Golf, Park City MARC, Public Works, Police and Ice Arena.
6. Identify Year over year increase in cost, or timelines where cost will need to be reevaluated.
7. Identify cost for an Operations and Engagement Project Manager that will work with HPCA and PCMC to create alternatives for implementation of a dynamic waste diversion program

Item	Scope	Cost/Fee Structure
1	Solid Waste (trash) baseline (M-Sat.) - individually	
2	Food waste & Recycling diversion baseline (M-Sat) individually	
3	Solid waste (#1) & Food waste, Recycling (#2) combined	
4	Additive Alternative - Sunday haul for trash, food waste and recycling	
5	Additive Alternative - PCMC facilities	
6	ID price increase year over year, or appropriate times when price may have to be reevaluated	
7	Operations and Engagement Support	

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Glass recycling;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;
- Bio-solids disposal for wastewater treatment biosolids; and
- Other creative ideas presented by proposers.

PCMC's Diversion Goals include :

- 40% by 2025
- 60% by 2027
- 80% by 2029

Anticipated Timeline (Term) & Deliverables:

Contract Year	Calendar Year	Task/Deliverable
1	12/1/2021 - 6/30/22	Identify and contract with (primary) service provider(s);
		Match current level of service, including current mobile recycling program and franchise fee
		Allow for increased year over year cost to provide consistent level of service
		Conduct a 3 rd Party waste characterization study of the BID (volumes/type) (scope and provided to the satisfaction of PCMC, not to be unreasonably withheld)
		Identify 5-10 voluntary businesses to document and quantify waste/diversion, type, volumes, characterization, options and costs
		Identify cost to dispose/divert waste by type & volume
		Identify locations, facilities & equipment needed to store & haul
		Establish fee schedule
		Establish competitive bidding/procurement process for potential sub providers (trash, food, cardboard, glass, digester, etc.);
2	7/1/2022 - 6/30/23	Work with PCMC & HPCA to identify alternates for meeting waste diversion goals.
		Initiate any changes to fee schedule and billing approach;
		Inform PCMC on specs for any necessary facilities (PCMC).

		Initiate initial diversion approach
3	7/1/2023 - 6/30/24	
4	7/1/2024 - 6/30/25	Reach 40% diversion
5	7/1/2025 - 6/30/26	
6	7/1/2026 - 6/30/27	End of initial 6 year term
		Reach 60% diversion
		Mutual option to extend 2 years
7	7/1/2027 - 6/30/28	
8	7/1/2028 - 6/30/29	Reach 80% diversion
		Mutual option to extend 2 years
9	7/1/2029 - 6/30/30	
10	7/1/2030 - 6/30/31	

IV. Scope of Services

The proposal to PCMC shall outline an approach to the following needs and shall include an estimated range of total costs to perform all phases of work. The City will contract with the selected proponent if awarded by the City Council.

It is anticipated that the specific services to be provided by the Service Provider Proposers for either or both Baseline Proposals or Additive Alternate will include:

A. Trash, Food and Recycling Disposal/Diversion Services

- Transport and dispose of Main Street BID trash at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and totes/kitchen cans on Sundays.
- Ability to service totes and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup.
- Holiday pick-ups of front loads and tote/kitchen cans.
- Ability for next day pickups of compactors.
- Responsible for hand or shovel clean up around the trash containers at time of pick-up.
- Service kitchen cans and totes for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations.
- Supply front load containers made of metal or plastic, depending on what works best for each location.
- Ability to provide a second pick up the same day if contacted before 12 pm.
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up.

- Ability to deliver additional containers by next day at 4:00 p.m.
- Transparency and integrity of billing.
- Transparency and integrity of the waste removal/diversion/recycling program(s).
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City – minimum 5 hours/week.
- Dedicated Operations and Engagement support
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

B. Additional Information to Address as Part of Proposal

1. Description of Service/Proposed Method

Each submitter will have different approaches as to how trash, food waste and enhanced recycling services can work in the district. Knowing each provider knows their own operations and has experience providing services to individual businesses to commercial businesses already, each proposal will contain the provider's own recommended way of providing the service.

2. Litter Prevention

Proposals shall outline measures for the protection of storm water and waterways from trash and litter, as well as how the service provider will contain the materials during transport.

3. Customer Service & Complaints

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual businesses regarding service questions. These dedicated representatives must be familiar with the contract, trash operations program, billing and nuances of the common collection versus individual collection, and general environment and constraints of the area. The service provider must describe their ability to be responsive to same day complaints or calls for additional service.

4. Spilled Material at Common Dumpsters

Service provider should consider an hourly or per incident cost to pick up by hand or shovel (not requiring a machine) extra garbage found at a dumpster prior to tipping.

5. Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

6. Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly. Submitters for Recycling Services are asked to outline their preferred method of billing.

7. Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle, need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

8. Fee Schedule/Cost of Services

Proposers should include their own detailed Fee Schedules/Cost of Services proposal for the performance of the requested baseline and alternatives identified in Section III.

9. Education, Monitoring and Reporting

Understanding monitoring and education is key to success. The RFP asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFP response.

10. Qualifications, references and experience

Outline the provider's qualifications, references and experience in providing services of similar size and scope, including operations within Summit County.

11. Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization and the ability to meet PCMC's Diversion Goals including Operations and Engagement Support proposed for this project.

Evaluation

Proposers will be evaluated based on ability to meet waste diversion goals, demonstrated success in other municipalities, anticipated quality of service, anticipated ability to work with HPCA and PCMC to collaboratively identify alternatives for our diversion goals, initial proposed disposal rates, and PCMC and BID customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

V. Selection Criteria

The factors to be considered in the evaluation of Proposals are listed below.

1. Ability to meet PCMC's Diversion Goals (30%) including:
 - a. Operations and Engagement Support
2. Cost of Services (30%)
3. Proposed method of service (30%)
4. Qualifications, references and experience in providing services of similar size and scope (10%)

Price may not be the sole deciding factor.

VI. Selection Process

RFP submissions will be evaluated on the factors listed in Section VIII of this RFP and will be good for three (3) months from date of submission.

Upon closure of the RFP deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

- A selection committee made up of Park City Municipal Corporation staff (Public Works, Environmental Sustainability, Economic Development (2), Historic Park City Alliance representatives (2), and other stakeholders including Recycle Utah will review all submissions of qualifications.
- The selection committee will determine which companies will receive an interview. (Interviews will be held approximately one week after proposals are submitted.)

Once interviews have been completed, the committee will select the top ranked proposer(s) and will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract(s) is subject to approval by City Council.

VII. Tentative Schedule for Selection Process & Project

- | | |
|--|----------------|
| • RFP Issued: | Sept. 14, 2021 |
| • Non-Mandatory Pre-submittal Meeting: | Sept. 20, 2021 |
| • Proposals Due: | Oct. 19, 2021 |
| • Interviews: | Oct. 22, 2021 |
| • City Council Award of Contract(s): | Nov. 11, 2021 |
| • Notification of Award: | Nov 12, 2021 |
| • Contract Executed/Begin | Nov 30, 2021 |

VIII. Submittal Requirements & Selection Criteria

A. Executive Summary: Not to exceed two (2) pages.

Succinctly describe your qualifications for the project and the strengths of your company.

B. Statement of Qualifications: Not to exceed twelve (12) pages.

A brief description of the company's approach and an outline of preliminary plans which accomplish the scope of services outlined in this RFP and detailed cost for each element. Said plans should include, but not be limited to, a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different levels of services required to address the individual needs of businesses:

1. Identify businesses who utilize the common dumpsters.
2. Identify businesses on the west side of Main Street who use totes.
3. Identify businesses who utilize a dumpster associated with their property.

C. Relevant Experience: Not to exceed five (5) pages

Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and successful achievement of results in prior projects for clients;

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The issuer advises all proposers of the following conditions:

- Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Park City Municipal's policy is, subject to federal, state, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- Proposals lacking required information will not be considered.
- Award of contract is subject to approval by City Council.
- All submittals shall be public records in accordance with government regulations ("GRAMA") unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.
- Park City Municipal Corporation reserves the right to change any dates or deadlines.

IX. Park City Provided Equipment and Services

City owns and maintains the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

X. Service Provider Responsibilities

General Requirements

- A. Service Provider shall at its expense obtain and comply with all necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may require.
- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor, and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operations – No starting before 7:00 A.M. and complete by 7:00 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e., Sundance, Arts Festival).
- F. The Service Provider is responsible for providing all customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include with the proposal a copy of their customer service standards.

XI. Successful Service Provider Performance Requirements

Monthly Reports

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

XII. Non-Performance

Non-performance by the Service Provider will cause damage to the City, undermining the City's solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider. Disagreements will be subject to the review resolution procedures provided in the contract.

XIII. Action or Omission Penalties

- A. Commencement of commercial collection prior to 7:00 A.M. or continuance after 7:00 P.M. except as expressly permitted. \$100.00 per incident.
- B. Failure to collect spilled materials. Twice the cost of cleanup to the City plus \$1,000.00 each incident.
- C. Leakage from Service Provider vehicles or vehicle contents. \$500.00 each vehicle, each inspection.
- D. Failure to collect any and all garbage and recyclable materials within one (1) day after notification. \$250.00 each incident.
- E. Collection as garbage of source-separated recycling. \$1,000.00 per incident.
- F. Misrepresentation by Service Provider in records or reporting. \$1,500.00 per incident.
- G. Failure to make required reports on time. \$500.00 per incident.
- H. Failure to maintain clean and sanitary vehicles. \$250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the City the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

XIV. Termination

City may terminate the Contract after serving ten (10) days' written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

- A. Defaulting in performance or is not complying with any provision of the Contract;
- B. Endangering the performance of the Contract;
- C. Failing to make satisfactory progress in the prosecution of the Contract; or
- D. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider fourteen (14) days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

XV. Performance Bond

The Successful Service Provider shall furnish a Performance Bond or Irrevocable Letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of Fifty Million Dollars (\$50,000,000.00).

XVI. Park City Municipal Standard Service Provider/Professional Services Agreement

A copy of the City's standard Service Provider/Professional Services Agreement is included as **Exhibit D** attached hereto and made a part hereof. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with the City's insurance/indemnity provision) will count against a proposal.

ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISION SHALL BE APPROVED AT PARK CITY'S SOLE DISCRETION.

Any service provider who contracts with Park City is required to have a valid Park City business license.

XVII. Preparation of Proposals

- A. **Failure to Read:** Failure to Read the Request for Proposal and these

instructions will be at the offeror's own risk.

- B. **Cost of Developing Proposals:** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

XVIII. Proposal Information

- A. **Equal Opportunity:** The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- B. **Proposal Ownership:** All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- C. **Rejection of Proposals:** The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- D. **Cancellation/Modification:** Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this Request for Proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- E. Park City Municipal Corporation's policy is subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

Exhibit A

Current Square Foot Use and Square Footage for Businesses Using Shared Dumpsters

Street Address	Square Footage	Business Type	Factor	Adjusted Square Footage
136 Heber Ave.	18,390	FARE	3.5	64,365
151 Main St.	4,500	REST	8	36,000
221 Main St.	2,000	REST	8	16,000
222 Main St.	1,400	GALLERY	1	1,400
268 Main St.	6,000	BAR	7	42,000
306 Main St	3,500	REST	8	28,000
314 Main St.	3,081	RETAIL	1.66	5,114
314 Main St.	605	PROF	1	605
314 Main St.	1,011	PROF	1	1,011
314 Main St.	825	RETAIL	1.66	1,370
314 Main St.	4,936	PROF	1	4,936
314 Main St.	1,113	GALLERY	1	1,113
314 Main St.	693	PROF	1	693
314 Main St.	2,012	GALLERY	1	2,012
323 Main St.	980	RETAIL	1.66	1,627
354 Main St	3,666	RETAIL	1.66	6,086
361 Main St	3,300	RETAIL	1.66	5,478
361 Main St	1,600	Prof	1	1,600
364 Main St.	2,156	GALLERY	1	2,156
364 Main St.	3,615	RETAIL	1.66	6,001

368 Main St.	4,000	REST	8	32,000
401 Main St.	1,034	PROF	1	1,034
402 Main St.	1,988	FARE	3.5	6,958
408 Main St.	2,500	RETAIL	1.66	4,150
408 Main St.	2,600	GALLERY	1	2,600
412 Main St.	2,441	REST	8	19,528
416 Main St.	2,544	RETAIL	1.66	4,223
419 Main St.	750	RETAIL	1.66	1,245
419 Main St. #2	800	RETAIL	1.66	1,328
421 Main St.	650	RETAIL	1.66	1,079
424 Main St.	4,008	REST	8	32,064
425 Main St.	2,200	RETAIL	1.66	3,652
434 Main St.	1,820	REST	8	14,560
436 Main St.	900	GALLERY	1	900
438 Main St.	5,980	REST	8	47,840
440 Main St.	4,440	REST	8	35,520
442 Main St.	2,000	REST	8	16,000
444 Main St.	1,840	GALLERY	1	1,840
460 Main St.	1,790	RETAIL	1.66	2,971
460 Main St.	1,960	PROF	1	1,960
461 Main St.	1,000	RETAIL	1.66	1,660
467 Main St.	1,244	RETAIL	1.66	2,065
508 Main St.	6,507	REST	8	52,056

509 Main St.	1,006	RETAIL	1.66	1,670
510 Main St.	2,056	RETAIL	1.66	3,413
511 Main St	550	RETAIL	1.66	913
513 Main St	540	RETAIL	1.66	896
514 Main St	12,900	PROF	1	12,900
515 Main St	2,336	RETAIL	1.66	3,878
523 Main St.	1,836	RETAIL	1.66	3,048
523 Main St.	100	PROF	1	100
525 Main St.	1,250	REST	8	10,000
530 Main St.	4,081	REST	8	32,648
537 Main St.	8,512	PROF	1	8,512
540 Main St.	1,900	REST	8	15,200
540 Main St.	525	REST	8	4,200
545 Main St	1,682	RETAIL	1.66	2,792
556 Main St	2,000	RETAIL	1.66	3,320
558 Main St	1,321	GALLERY	1	1,321
562 Main St.	5,000	REST	8	40,000
562 Main St.	2,000	RETAIL	1.66	3,320
570 Main St	3,600	RETAIL	1.66	5,976
577 Main St.	4,800	REST	8	38,400
577 Main St.	1,200	RETAIL	1.66	1,992
577 Main St.	1,100	RETAIL	1.66	1,826
577 Main St.	1,800	RETAIL	1.66	2,988

577 Main St.	1,000	RETAIL	1.66	1,660
580 Main St.	800	PROF	1	800
580 Main St.	1,777	GALLERY	1	1,777
580 Main St.	965	RETAIL	1.66	1,602
580 Main St.	750	RETAIL	1.66	1,245
580 Main St.	1,000	RETAIL	1.66	1,660
580 Main St.	8,700	LODGING	1	8,700
580 Main St.	1,080	RETAIL	1	1,080
586 Main St.	2,000	REST	8	16,000
592 Main St.	2,437	RETAIL	1.66	4,045
596 Main St.	1,500	RETAIL	1.66	2,490
608 Main St.	1,100	RETAIL	1.66	1,826
613 Main St.	2,800	RETAIL	1.66	4,648
614 Main St.	9,628	PROF	1	9,628
323 Main St.	642	PROF	1	642
323 Main St.	831	RETAIL	1.66	1,379
401 Main St.	1,000	RETAIL	1.66	1,660
405 Main St.	1,100	PROF	1	1,100
405 Main St.	1,100	RETAIL	1.66	1,826
430 Main St.	1,080	RETAIL	1.66	1,793
465 Main St.	1,200	LODGING	1	1,200
505 Main St.	1,400	PROF	1	1,400
510 Main St.	700	FARE	3.5	2,450

540 Main St.	1,770	RETAIL	1.66	2,938
544 Main/Swede	700	PROF	1	700
544 Main/Swede	250	PROF	1	250
545 Main St	653	GALLERY	1	653
541 Main St.	1,800	RETAIL	1.66	2,988
632 Main St.	2,700	RETAIL	1.66	4,482

**TOTAL
SQUARE
FOOTAGE 234,937**

**TOTAL ADJUSTED
SQUARE FOOTAGE 796,735**

Current Independent Accounts, Uses, Container Size and Frequency

Street Address	Service	# of Containers	Container Size	Weekly Frequency
250 MAIN ST	F/L	1	6	3
255 MAIN ST	F/L	2	4	4
255 MAIN ST	F/R	1	4	2
305 MAIN ST	Toters	1	90gl	3
305 MAIN ST	Toters	shared w/ 305 Neighbor		
317 MAIN ST	Toters	3	50gl	7
322 MAIN ST	F/L	1	3	2
328 MAIN ST	F/L	1	3	3
352 MAIN ST	F/L	1	4	3
	F/R	1	4	2
352 MAIN ST	F/L	1	4	2
340 MAIN ST	F/L	1	4	End of the Week
427 MAIN ST	Toters	1	90gl	7

427 MAIN ST	Toters		90gl	
427 MAIN ST	Toters	6	90gl	On Call
447 MAIN ST	Toters	2	90gl	7
450 MAIN ST	F/L	1	4	1
501 MAIN ST	Toters	2	90gl	5
537 MAIN ST	Toters	2	90gl	1
	Recycle	1	90gl	1
550 MAIN ST	Toters	1	90gl	1
577 MAIN ST	Toters	2	90gl	Rental
577 MAIN ST	Toters	2	60gl	Rental
591 MAIN ST	Toters	2	90gl	1
591 MAIN ST	Toters	2	90gl	1
605 MAIN ST	Toters	4	90gl	7
628 MAIN ST	Toters	5	90gl	2
660 MAIN ST	F/L	0	4	0
675 MAIN ST	Toters	3	90gl	6
751 MAIN ST	F/L	1	4	6
824 MAIN ST	R/O	1	30	2
804 MAIN ST	F/R	3	3	2
838 PARK AVE	F/L	1	4	6
838 PARK AVE	Toters	4	90gl	2
703 PARK AVE	Toters	3	90gl	7
651 PARK AVE	Toters	2	90gl	3
632 MAIN ST	Toters	1	90GL	1
255 HEBER AVE	Toters	5	90gl	1

255 HEBER AVE	Toters	4	90gl	1
	Recycle	2	90gl	1
608 Main St	Toters	1	90gl	1
820 PARK AVE	Toters	4	65gl	3
820 PARK AVE	Recycle	4	90gl	End of the Week
333 Main St.	F/L	1	4	2
333 Main St.	F/L	1	4	2
333 Main St.	F/L	1	4	2
333 Main St.	F/L	1	4	2
334 Main St.	F/L	1	4	2

Exhibit B

Additive Alternate: Park City Municipal Corporation Building and Facilities

Facility	Address	Container	Frequency
Library	1255 Park Avenue	4 yd	3 times/week
Public Works	1354 Iron Horse Dr	8 yd	5 times/week
City Bus Garage	1616 Shortline Rd	3 yd	1 time/week
Park City Police	2060 Park Ave	6 yd	1 time/week
Ice Arena	600 Gilmor Way	8 yd	1 time/week
The MARC	1200 Little Kate	4 yd	1 time/week
Miner's Hospital (City Park)	1354 Park Avenue		

Exhibit C

Sample Independent Billing Monthly Allocation

Franchise Fee								
30% of Gross Revenues - Shared Containers								
10% of Gross Revenues - Individual Containers								
Acct Name	Address	Service	# Cont	Size Cont	Freq Cont	Amount	Franchise Fee 10%	Monthly Total
Business A	123 Main St	F/L	1	6	3		10%	
Business B	131 Main St	F/L	2	4	4		10%	
Business C	132 Main St	Toters	1	90gl	3		10%	
Business D	133 Main St	Toters	shared w/Business C				10%	
Business E	134 Main St	Toters	3	50gl	7		10%	
Business F	135 Main St	F/L	1	3	2		10%	
Business G	136 Main St	F/L	1	3	3		10%	
Business H	137 Main St	F/L	1	4	3		10%	

EXHIBIT D

Template Updated 08-21

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____ (Insert state of incorporation) _____ (insert either "corporation" or "limited liability company"), ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES.**

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

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “**Exhibit B,**” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

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

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. 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

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employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the 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.

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- 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) per occurrence and Three Million Dollars (\$3,000,000) 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. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

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

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

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

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- G. 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.
- H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any,

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prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

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

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability;

PARK CITY MUNICIPAL CORPORATION

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sexual orientation; gender identity; genetic information; or military status.

- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

PARK CITY MUNICIPAL CORPORATION

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

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

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

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

22. COUNTERPARTS.

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

23. ELECTRONIC SIGNATURES.

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

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES 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, a
Utah municipal corporation
445 Marsac Avenue

Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

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

PARK CITY MUNICIPAL CORPORATION

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STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

PARK CITY MUNICIPAL CORPORATION

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I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20__ at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

FINAL REPORT

Waste Characterization Study

PARK CITY

1884



September 30, 2021



800-679-9220



This report is being delivered electronically. If it is necessary to print a hard copy, please use recycled-content/FSC-certified paper and recycle when no longer needed.

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WASTE CHARACTERIZATION STUDY

1. INTRODUCTION

Park City, Utah is a world-renowned tourist destination cradled in the Wasatch Mountains about 32 miles from Salt Lake City. The surrounding area caters to outdoor adventurers of all stripes and is recognized as a world-class skiing and snowboarding destination in the winter. Park City also hosts many popular festivals and attractions, drawing visitors nationwide and internationally throughout the year. Park City's tourism industry has been crucial to the city's success since its days as a mining town. Today, only about 30 percent of all Park City residents reside in the city year-round, with seasonal residents making up the remaining population.

Park City is also internationally recognized as a leader in environmental sustainability. In its recent Vision 2020 process, which entailed extensive community engagement, environmental leadership with an emphasis on zero waste by 2030 was identified as a community priority.

To further its understanding of opportunities to divert incrementally more material from landfill disposal in the pursuit of its zero waste goals, the City retained MSW Consultants to perform a Waste Composition Study for both its residential waste routes, and also for the Downtown Park City Business Improvement District (BID), which is a central hub for shopping and dining throughout the year.

This report summarizes the methodology and sampling plan developed to guide the composition study and presents the results of the research in graphical and tabular format. The report also offers observations about opportunities to increase diversion within Park City.

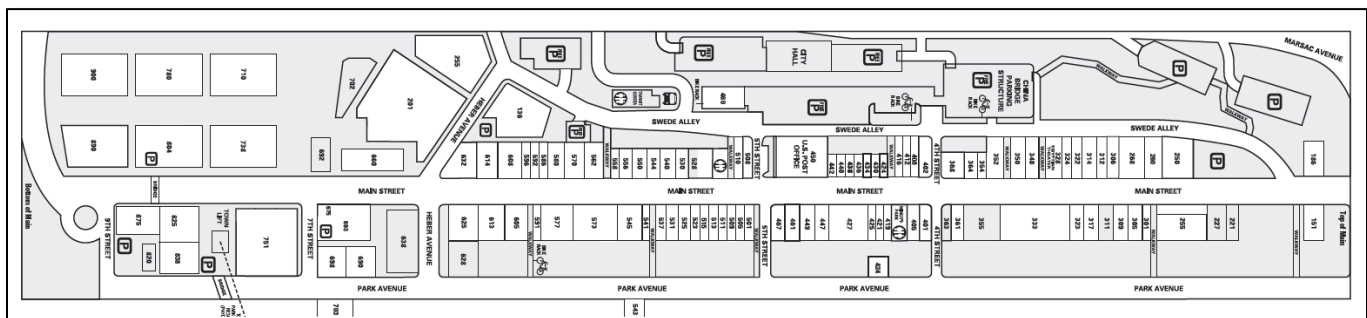
2. WASTE GENERATORS

The analysis of disposed waste streams focused on two generator groups within Park City:

- ♦ The Park City Downtown Business Improvement District (BID), and
- ♦ Residential households receiving contracted collection service.

Park City's downtown business district, shown in Figure 2-1, features a variety of restaurants, bars, retail stores, galleries, hotels, event venues, and professional services offices. In total, over 200 businesses make their home on or adjacent to Park City's Main Street.

Figure 2-1 Park City Downtown Business District Map



The City provides curbside refuse and recycling collection to households within its service area via a contract with Republic Services. Republic runs five refuse collection routes each week to provide refuse collection to Park City Residents. Table 2-1 lists all routes serviced for single-family residences in Park City each week.

WASTE CHARACTERIZATION STUDY

Table 2-1 Residential Refuse Collection Route Summary

Collection Day	Route #	Collection Area
Wednesday	273	Park Meadows West/Thaynes Canyon
Wednesday	274	Prospector Square/Three Kings
Wednesday	271	Park Meadows East
Friday	274	Old Town/Solamere
Friday	273	Deer Valley

This study obtained and sorted samples from both the BID and from the residential sector in Park City.

3. STUDY DESIGN

3.1 SAMPLING PLAN

The objective of the sampling plan for any waste characterization study is to obtain a representative distribution of samples from the targeted waste streams and generator sectors in the study.

For the BID waste stream composition analysis, MSW Consultants compiled information about the business types and associated square footage for all entities operating in the BID. Based on prior business classifications developed by the City, the following business types were identified as the primary groupings for the BID.

- ♦ **Retail:** Park City's BID features a wide variety of jewelry stores, athletic apparel shops, designer clothiers, and specialty stores focusing on the sale of consumer goods. Examples include Lululemon, Norsk Leather & Fur, Utah Ski & Golf, and Dolly's Books. While plenty of these stores can be found along the length of the BID, it was found during this study that these businesses contribute little to the overall waste stream.
- ♦ **Restaurant & Bar:** There is a significant dining scene in the BID, and consequently restaurants and bars were identified as the primary generator of wastes to landfill. Examples include Grappa Italian Café, Flying Sumo, Red Banjo Pizza, and No Name Saloon & Grill.
- ♦ **Lodging:** Businesses in the Lodging Sector are classified as short-term accommodations typically for tourists to the Park City Area. Sampling teams encountered little material from this sector, but it is expected that generation ramps up notably in the winter.
- ♦ **Services:** Businesses in the Services sector include a broad range of businesses from insurance offices to barber shops. Waste generation was found to be minimal from businesses within this sector.
- ♦ **Venues:** The BID has a few performance venues within its service area, such as the Egyptian Theatre. Waste generation is highly variable at these locations; therefore, the decision was made to avoid sampling from the venues.

Galleries: Park City's BID is home to several art galleries catering to appreciators of a wide variety of artistic tastes. Galleries impact on the waste stream is overall negligible, with occasional spikes in cardboard generation throughout the year.

At the outset of the planning process, it was determined that samples should be obtained from all six of the business groupings shown above. MSW Consultants accordingly developed a sampling plan that overweighted the restaurant businesses due to their known higher generation of wastes, but also attempting to capture wastes from all identified business types.

City Staff was responsible for contacting eligible businesses to recruit participants in the study. Through the use of emails, surveys, phone calls, and direct outreach from City staff, the City gathered information

from businesses to inform understanding of refuse generation behaviors and determine the time of day at which it would be possible to obtain refuse materials from the business prior to depositing wastes into one of the BID's central roll-off container. Based on responses from BID businesses, a sample retrieval plan was developed to visit participating businesses during various hours of operation to retrieve samples of wastes and recyclables for analysis. A total of 39 samples were allocated to BID businesses for field data collection.

Additionally, the study targeted grab samples from residential collection routes delivering wastes to the Summit County Landfill. These samples were obtained with the help of a loader when the Park City residential trucks tipped their full loads.

Table 2-2 summarizes the targeted number of samples for both the participating BID businesses, as well as for the residential refuse loads. Note that samples from the BID included materials sources from more than one business in most cases.

Table 3-1 Sampling Plan

Type	Targeted Samples	Actual Samples
Retail	1	0
Restaurants & Bars	18	13
Lodging	1	0
Services	3	0
Venues	0	0
Galleries	1	0
Residential	15	11
All	39	24

As shown in this table, the number of samples ultimately obtained fell short of the targets established jointly by MSW Consultants and the City. The reasons for this shortfall are itemized below:

- ♦ **Failure by Businesses to Deliver Sample Material.** Despite the efforts of the project team to recruit and alert businesses to participate in this study by accumulating wastes on the schedule sampling day, there were meaningful shortfalls in the number of businesses that were actually able to follow through on this commitment.
- ♦ **Insufficient Business Refuse Generation.** Other than the restaurants, which were found to be generating significant wastes and were successfully sampled during the project, other business types defined in the study were found to be generating markedly less waste than anticipated. In some cases – especially galleries – little to no waste was available and several of these establishments reported as much to field data collection personnel during the scheduled pickup. Some of the lower than anticipated waste generation may have been attributable the summer being more off season, and/or due to lower than usual visitation due to nearby wildfires
- ♦ **Unscheduled Modification to a Residential Refuse Route.** On Friday, the final day allocated for sample collection, one of the residential collection trucks never arrived to dump at the landfill during business hours. It was assumed that the driver was unable to complete their shift in time to dump on Friday, with a plan to empty the truck first thing in the morning on the following Monday. Despite attempts by MSW Consultants as well as Summit County Landfill staff to reach

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multiple Republic Services contacts to rectify this matter, the undelivered load was ultimately not able to be sampled, resulting in a shortfall to the residential sampling targets.

It should be noted that very small quantities of wastes were obtained from other BID business types. Despite accumulating materials from more than one of each business type, not enough material was captured to make up a representative sample and consequently the results have been excluded from this report.

Data collected from the Residential Sector and the Restaurant & Bar commercial sector was found to be sufficient to draw meaningful conclusions from each of their respective result sets, however. Therefore, the remainder of this report focuses on the composition of wastes from the Restaurant & Bar businesses in the BID and on the Residential sector.

3.2 MATERIAL CATEGORIES

Each sample of refuse was sorted into 48 material categories. Table 2-5 shows the breakdown of the material categories within their respective material groups. Detailed definitions for each of these categories are contained in Appendix A.

One of the objectives of this study was to identify constituents in the waste stream that could be diverted from landfill through locally available means. Accordingly, each material was assigned a “recyclability class” which included:

1. **Recyclable Cardboard and Paper:** All cardboard and paper targeted in the curbside collection programs in the County, including aseptic boxes & gable top cartons.
2. **Recyclable Containers:** Metal cans and plastic bottles and other packaging targeted in the curbside collection programs in the County.
3. **Compostable Organics:** Food waste and compostable paper that could potentially be diverted via commercial composting or other organics management program.
4. **Not Readily Divertible:** Materials for which there are no readily available outlets for recycling, composting, or other diversion from landfill.

Table 3-2 Material Categories and Divertibility Class

Material Category	Divertibility Class	Material Category	Divertibility Class
Paper		Organics	
Corrugated Cardboard/Kraft Paper	1	Food Waste	3
Take Out Containers, Food, and Beverage	3	Yard Waste	3
Aseptic Boxes & Gable Top Cartons	2	Remainder/Composite Organics	4
Mixed Recyclable Paper	1	C&D	
Compostable Paper	3	Wood – Treated/Painted/Stained	4
Remainder/Composite Paper	4	Wood – Untreated/Clean	4
Plastic		Drywall/Gypsum Board	4
PET (#1) Bottles and Jars	2	Asphalt Roofing	4
PET (#1) Non-bottle Containers	2	Asphalt Paving, Brick, Concrete, and Rock	4
PET (#1) Containers - Contaminated	4	Carpet & Carpet Padding	4
HDPE (#2) Natural Containers	2	Remainder/Composite Construction & Demolition	4
HDPE (#2) Colored Containers	2	HHW	
HDPE (#2) Containers - Contaminated	4	Household Hazardous Waste or HHW	4
Rigid Plastic Containers #3-#7s	4	Batteries (All Types)	4
Rigid Plastic Containers #3-#7s - Contaminated	4	Medically-Related Waste	4
Expanded Polystyrene "Styrofoam"	4	Electronics	
Plastic Bags and Film	4	All Electronics	4
Durable/Bulky Rigid Plastics	4	Other	
Remainder/Composite Plastic	4	Recyclable Textiles and Clothing	4
Metal		Other Textiles and Leather	4
Aluminum Containers	2	Rubber Products	4
Aluminum Foils and Trays	4	Disposable Diapers & Sanitary Products	4
Other Non-Ferrous Metals	4	Supermix incl. Dirt & Fines	4
Steel Cans & Lids	2	Bulky Materials	4
Other Ferrous Metals	4	Other Materials Not Elsewhere Classified	4
Glass			
Glass Bottles, Jars & Containers	4		
Remainder/Composite Glass	4		

4. FIELD DATA COLLECTION METHODS

Field data collection involved two primary functions: (i) retrieval of sample materials from Downtown businesses and from inbound residential collection trucks, and (ii) sorting and weighing the samples at a central work area for use in developing composition estimates. These steps are described below.

4.1 RETRIEVAL OF DOWNTOWN SAMPLES

After receiving all questionnaire responses from the respondent businesses, City staff categorized eligible businesses by their ideal collection times and scheduled for pickup. Businesses were given their scheduled collection time and a set out location was communicated in advance.

At each of the business collection events, an MSW staff member driving a box truck went to each collection location, loaded all bagged refuse into the truck, and marked each bag with a tag identifying the business type. Each collection event took roughly two hours to complete. Upon completion of each collection route, the driver took all material back to the landfill for weighing and processing. Table 2-5 provides

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additional detail on each collection event. As shown, 41 businesses were targeted to supply samples of refuse.

Table 4-1 Commercial Sample Retrieval Schedule

Collection Event	Date	Time of Day	# of Businesses
Monday Evening	8/16/21	6:00PM - 8:00PM	8
Monday Night	8/16/21	11:00PM - 1:00AM	6
Tuesday Morning	8/17/21	11:00AM - 1:00PM	13
Tuesday Afternoon	8/17/21	3:00PM - 5:00PM	14
Total			41

Once at the landfill bags were unloaded and separated by generator sector, where 150 lb. samples were weighed from the available piles. These samples were then staged next to the sorting area.

Figure 4-1 Sampling Truck Arriving at the Landfill



4.2 DOWNTOWN CARDBOARD

In addition to the analysis of Park City's commercial and single-family residential refuse stream, the City also had an interest in evaluating the cleanliness of City's cardboard recycling. MSW Consultants provided an audit of one of Park City's Downtown Business District dumpsters to gain a better understanding of the level of contamination present in the cardboard stream. This was done by bringing one of the BID's common cardboard dumpsters to the sorting area where it was dumped of its contents by a loader and had non-cardboard materials removed and sorted as a sample.

4.3 SAMPLING OF RESIDENTIAL LOADS

Due to the limited number of routes run each week, the determination was made to collect samples from each route in the Park City collection area. Upon arrival, MSW Consultants interviewed the drivers of Park City trucks to confirm the geographic origin, as well as other pertinent data. This information was noted on a handheld tablet computer, along with a unique identifying number associated with that vehicle on that day.

Selected loads of waste designated for sorting were tipped in a designated area at the landfill. From each selected load, two to four samples of material were selected based on random “grabs” from the perimeter of the load. For example, if the tipped pile is viewed from the top as a clock face with 12:00 being the part of the load closest to the front of the truck, the first samples was taken from 3 o’clock, 6 o’clock, 9 o’clock, 12 o’clock, and then from 1, 4, 7, and 10 o’clock, and so-on.

Figure 4-2 Freshly Tipped Load from Park Meadows West and Thaynes Canyon



Once the area of the tipped load was selected, the Field Supervisor instructed a Summit County Landfill loader operator to take a “grab” sample or “scoop” of wastes from that point in the tipped load. The grab was then dropped into an arranged row of barrels at the direction of the Field Supervisor. The contents of these barrels were weighed to confirm the minimum sample weight of 200 lbs. had been reached, and each sample was given a unique identification code. Samples were then driven to the sorting area where they were staged for sorting.

4.4 MANUAL SORTING

Once each sample had been acquired, the material was manually sorted into the prescribed component categories. Plastic 18-gallon bins with sealed bottoms were used to contain the separated components. Sorters were asked to specialize in certain material groups, with someone handling the paper categories, another the plastics, another the glass and metals, and so on. In this way, sorters were able to become highly knowledgeable in a short period of time as to the definitions of individual material categories. The sorting protocol was the same for both the downtown commercial and single-family residential samples.

4.5 DATA RECORDING

The weigh-out and data recording process is the most critical process of the sort. The MSW Consultants’ Crew Chief oversaw all weighing and data recording of each sample. Once each sample was sorted, and fines swept from the table, the weigh-out was performed. Each bin containing sorted materials from the just-completed samples was carried over to the scale. The sorting crew assisted with carrying and weighing the bins of sorted material, and the Crew Chief recorded all data.

The Crew Chief used a rugged tablet computer to record the composition weights. The tablet allowed for samples to be tallied in real time so that field data collection could immediately identify and rectify errors

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associated with light sample weights. The tablet synchronizes with the cloud via internet, providing excellent data security. Each sample was cross-referenced against the Field Supervisor's sample sheet to assure accurate tracking of the samples each day. The real-time data entry offered several important advantages:

- ♦ The template contains built-in logic and error checking to prevent erroneous entries.
- ♦ The template sums sample weights in real time so the Crew Chief can confirm achievement of weight targets for each and every sample.

Figure 4-3 shows a screenshot of the tablet-based data entry screen. All data were synchronized to a *WasteInsight™*, a cloud-based data analytics system.

Figure 4-3 Fieldwork Data Entry Form



Downtown Park City Business Improvement District
Enter Sample Weights
 Use this form to enter header information and sample weights by material categories for new samples. You may also update existing header and weight information for previously submitted samples.

Back

Sample ID:
 0916-U3M-ICI-29

Sample Notes:
 Enter any sample notes (separated with semi-colons) here...

Thursday, September 16, 2021 09:38 am

Update Sample

PRE-WEIGH (lbs): 0.0

SORTED (lbs): 0.0

Field ID:
 SAMPLE

Generator:
 Industrial, Commercial & In:

Stream:
 Refuse

Facility:
 Summit County 3 Mile LF

Origin:
 select one

Hauler:
 Other (write-in):

Truck Type:
 select one

Truck Number:

Ticket Number:

Load Weight (tons):

Barrel Weights		0.0
1	Corrugated Cardboard/Kraft Paper	0.00
2	Take Out Containers, Food, and Beverage	0.00
3	Aseptic Boxes & Gable Top Cartons	0.00
4	Mixed Recyclable Paper	0.00
5	Compostable Paper	0.00
6	Remainder/Composite Paper	0.00
7	PET (#1) Bottles and Jars	0.00
8	PET (#1) Non-bottle Containers	0.00
9	PET (#1) Bottlers, Jars, and Containers - Contaminated	0.00
10	HDPE (#2) Natural Containers	0.00
11	HDPE (#2) Colored Containers	0.00
12	HDPE (#2) Containers - Contaminated	0.00
13	Rigid Plastic Containers #3-#7s	0.00

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4.6 DATA ANALYSIS

A statistical analysis was performed to calculate the mean composition for each of the material categories and for each material stream in this study. Samples were first normalized by converting the sample data from weight to percentage. Then, the sample mean was determined by averaging the percent composition of each material across all samples.

Confidence intervals are provided for each material category as well as for major material groups (e.g., "paper", "plastic", etc.). Confidence intervals have been calculated at a 90 percent level of confidence, meaning that we can be 90 percent sure that the upper and lower bounds of a confidence interval

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successfully capture its respective population mean. (The converse is also true: that there is a 10 percent chance that a confidence interval will fail to capture its population mean.) In general, as the number of samples increases, the width of the confidence intervals decreases, although the more variable the underlying waste stream composition, the less noticeable the improvement for adding incremental samples.

To supplement the analysis contained in this report, the City has also been provided with three months' of online access to the *WasteInsight* system, which performs similar analytics and generates bar charts and pie charts to illustrate results.

5. COMPOSITION OF DOWNTOWN BUSINESS DISTRICT MATERIALS

Based on the experiences in this study, a significant majority of the landfill-bound refuse originating from the Downtown Business District. The composition estimates provided herein are consequently focused the Restaurant and Bar generator sector.

Figure 5-1 shows the restaurant and bar waste composition by major material group. As shown, organic materials comprise the majority of this waste stream.

Figure 5-1 Restaurant & Bar Refuse Composition

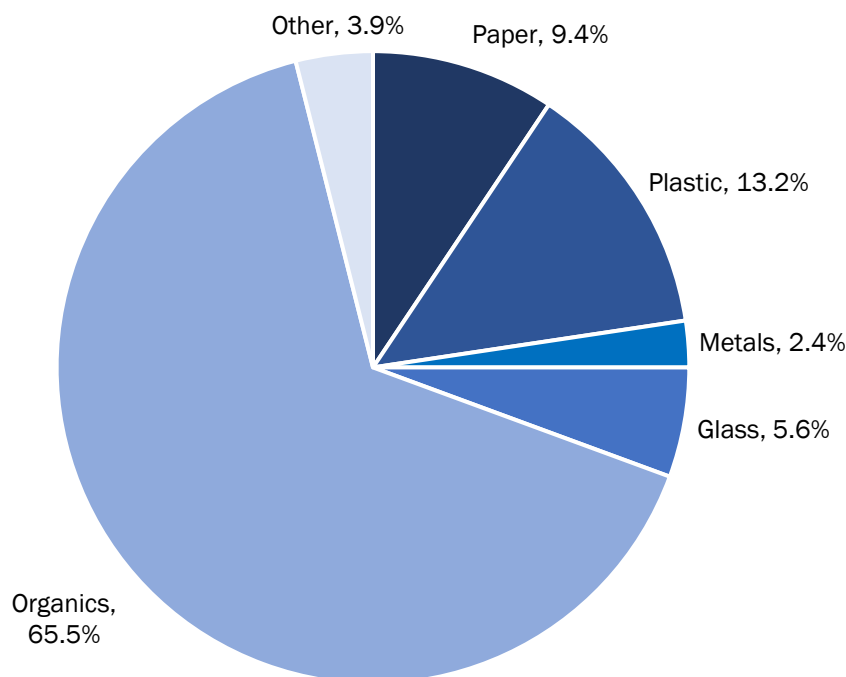


Figure 5-2 illustrates the percentage of material that could potentially be diverted from the restaurant and bar waste stream. As shown, 83 percent of all material disposed could either be diverted for conventional recycling (an be diverted at this time. Unsurprisingly, compostable organics (specifically from food waste) compose much of all landfill-bound material found in the Restaurant & Bar generator stream.

Figure 5-2 Divertibility of Restaurant & Bar Refuse

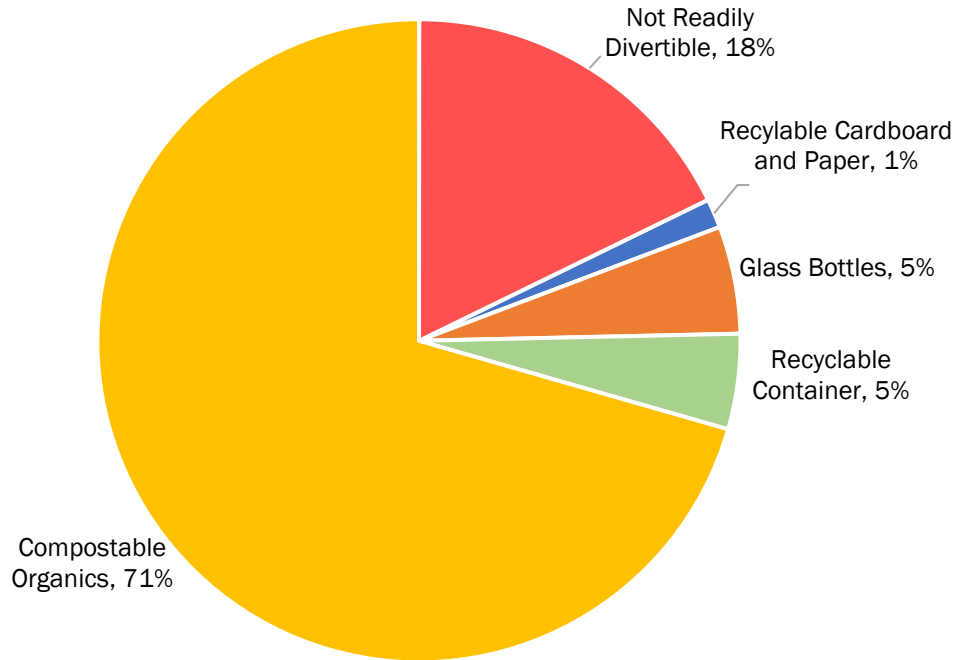


Table 5-1 provides the detailed tabular composition of the refuse collected from Park City restaurants and bars. This table shows the mean composition, and margin of error (+/-), calculated at a 90 percent level of confidence, for each of the constituents in the refuse stream.

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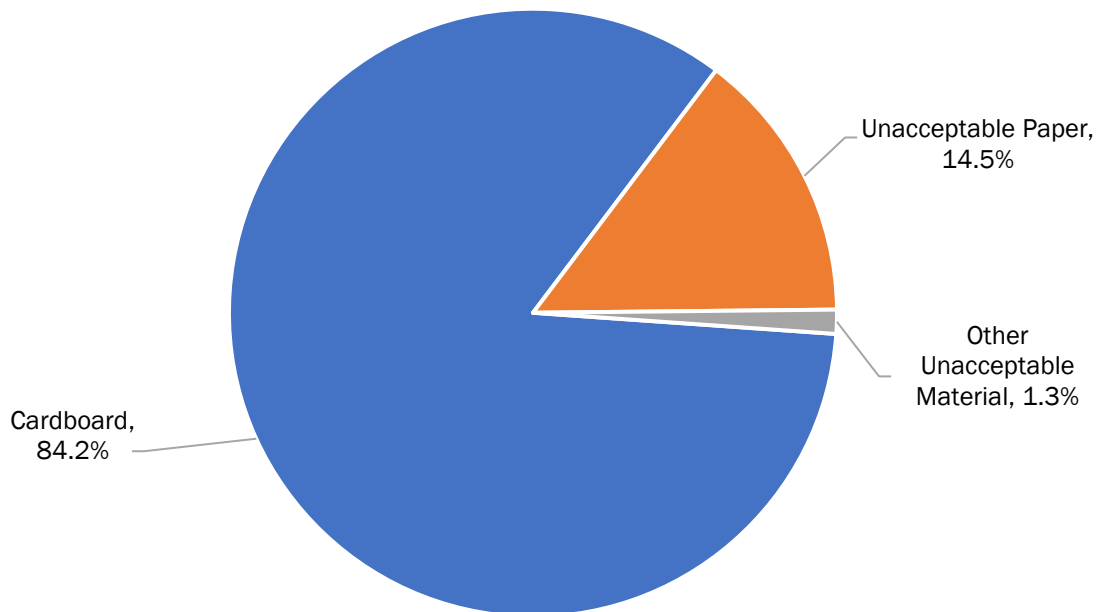
Table 5-1 Detailed Composition of Restaurant & Bar Refuse

Material Category	Mean	+/-	Material Category	Mean	+/-
Paper	9.4%	2.8%	Organics	65.5%	6.7%
Corrugated Cardboard/Kraft Paper	0.8%	0.4%	Food Waste	65.3%	6.7%
Take Out Containers, Food, and Beverage	0.3%	0.2%	Yard Waste	None Found	
Aseptic Boxes & Gable Top Cartons	0.8%	0.4%	Remainder/Composite Organics	0.1%	0.2%
Mixed Recyclable Paper	0.7%	0.3%	C&D	0.2%	0.2%
Compostable Paper	5.0%	1.9%	Wood - Treated/Painted/Stained	0.0%	0.0%
Remainder/Composite Paper	1.9%	1.6%	Wood - Untreated/Clean	None Found	
Plastic	13.2%	3.9%	Drywall/Gypsum Board	None Found	
PET (#1) Bottles and Jars	0.8%	0.3%	Asphalt Roofing	None Found	
PET (#1) Non-bottle Containers	0.4%	0.2%	Asphalt Paving, Brick, Concrete, Rock	None Found	
PET (#1) Containers - Contaminated	0.3%	0.1%	Carpet & Carpet Padding	None Found	
HDPE (#2) Natural Containers	0.9%	0.3%	Remainder/Composite C&D	0.1%	0.2%
HDPE (#2) Colored Containers	0.2%	0.2%	HHW	0.0%	0.0%
HDPE (#2) Containers - Contaminated	0.2%	0.2%	Household Hazardous Waste	None Found	
Rigid Plastic Containers #3-#7s	0.6%	0.3%	Batteries (All Types)	None Found	
Plastic Containers #3-#7s - Contaminated	0.4%	0.5%	Medically-Related Waste	None Found	
Expanded Polystyrene "Styrofoam"	0.1%	0.2%	Electronics	0.0%	0.0%
Plastic Bags and Film	5.8%	1.5%	All Electronics	None Found	
Durable/Bulky Rigid Plastics	0.0%	0.0%	Textiles	0.5%	0.3%
Remainder/Composite Plastic	3.4%	4.0%	Recyclable Textiles and Clothing	0.0%	0.1%
Metal	2.4%	1.1%	Other Textiles and Leather	0.5%	0.3%
Aluminum Containers	0.8%	0.4%	Other	3.2%	2.9%
Aluminum Foils and Trays	0.7%	0.3%	Rubber Products	0.8%	0.3%
Other Non-Ferrous Metals	0.0%	0.0%	Disposable Diapers & Sanitary Products	0.1%	0.2%
Steel Cans & Lids	0.9%	0.9%	Supermix incl. Dirt & Fines	2.0%	3.0%
Other Ferrous Metals	0.0%	0.0%	Bulky Materials	None Found	
Glass	5.6%	4.0%	Other Materials Not Elsewhere Classified	0.4%	0.2%
Glass Bottles, Jars & Containers	5.4%	3.9%			
Remainder/Composite Glass	0.2%	0.3%			
			Total	100%	
			Number of Samples	13	

6. COMPOSITION OF DOWNTOWN CARDBOARD

Figure 5-3 reflects the composition of the cardboard dumpster in the downtown area. As shown, almost 85 percent of the contents was in fact corrugated cardboard. The largest contributor to the cardboard dumpster's contamination was paperboard packaging, which is considered by Park City's processor to be a contaminant in their Cardboard stream.

Figure 6-1 Commercial Cardboard Dumpster Audit Results



It is worth noting that the unacceptable paperboard contamination appeared to originate from a variety of businesses. These results suggest that targeted education about limiting this container only to corrugated cardboard would improve material quality. Other recyclable paper and containers can be recycled at the City-provided mobile recycling center rather than the corrugated cardboard dumpster.

7. COMPOSITION OF RESIDENTIAL REFUSE

Figure 5-4 shows the residential waste composition by major material group. As shown, organics comprise over 36 percent of the refuse disposed at the County landfill.

Figure 7-1 Residential Refuse Composition

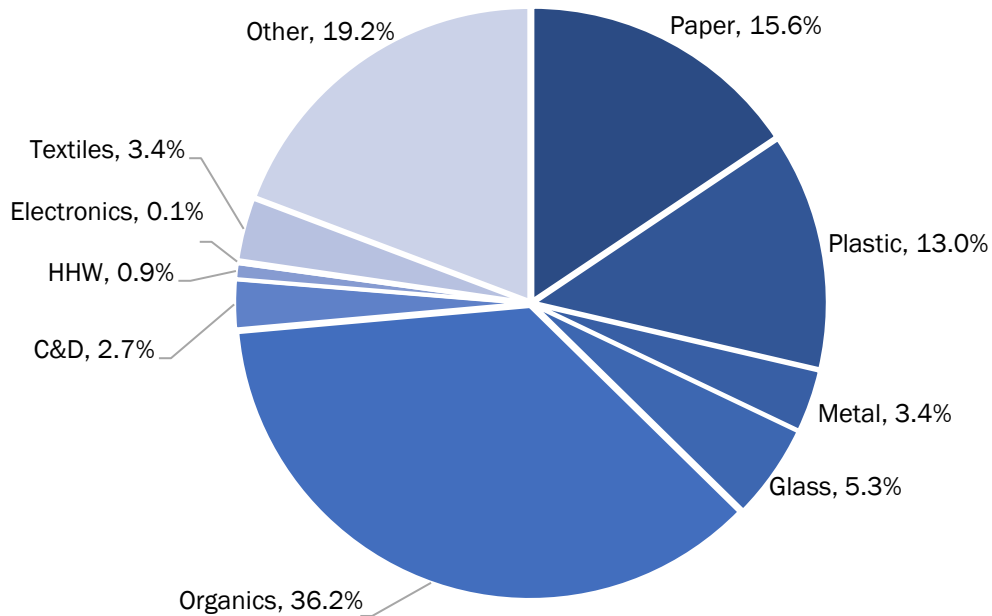
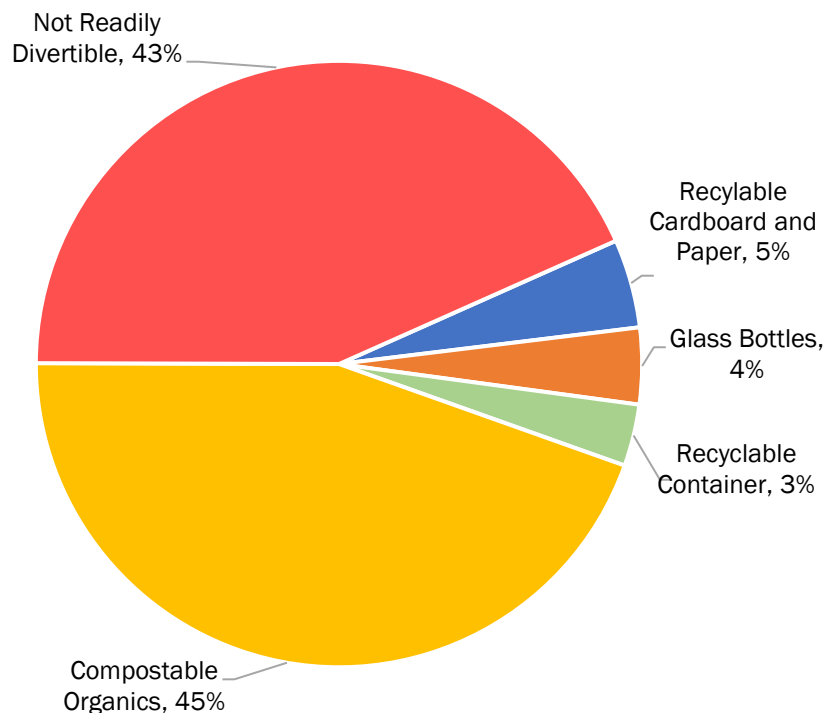


Figure 5-5 illustrates the percentage of material readily divertible from the refuse stream. Once again, compostable organics like paper to-go containers, compostable paper products, food waste, and yard waste, can represent meaningful areas for improvement in diverting material from the landfill.

Figure 7-2 Divertibility of Residential Waste



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Table 5-1 provides the detailed tabular composition of Park City's Single-family residential refuse. This table shows the mean composition and margin of error (+/-), calculated at a 90 percent level of confidence, for each of the constituents in the refuse stream.

Table 7-1 Detailed Composition of Residential Waste

Material Category	Mean	+/-	Material Category	Mean	+/-
Paper	15.6%	1.9%	Organics	36.2%	5.8%
Corrugated Cardboard/Kraft Paper	1.2%	0.4%	Food Waste	23.2%	3.5%
Take Out Containers, Food, and Beverage	0.5%	0.2%	Yard Waste	11.6%	6.2%
Aseptic Boxes & Gable Top Cartons	0.3%	0.1%	Remainder/Composite Organics	1.5%	1.2%
Mixed Recyclable Paper	3.5%	1.9%	C&D	2.7%	1.8%
Compostable Paper	9.3%	1.4%	Wood - Treated/Painted/Stained	1.7%	1.6%
Remainder/Composite Paper	0.7%	0.2%	Wood - Untreated/Clean	0.3%	0.2%
Plastic	13.0%	2.9%	Drywall/Gypsum Board	None Found	
PET (#1) Bottles and Jars	0.8%	0.3%	Asphalt Roofing	0.0%	0.0%
PET (#1) Non-bottle Containers	0.6%	0.2%	Asphalt Paving, Brick, Concrete, Rock	0.3%	0.5%
PET (#1) Containers - Contaminated	1.3%	0.6%	Carpet & Carpet Padding	0.0%	0.0%
HDPE (#2) Natural Containers	0.2%	0.1%	Remainder/Composite C&D	0.4%	0.5%
HDPE (#2) Colored Containers	0.4%	0.2%	HHW	0.9%	0.4%
HDPE (#2) Containers - Contaminated	0.1%	0.1%	Household Hazardous Waste or HHW	0.5%	0.2%
Rigid Plastic Containers #3-#7s	0.4%	0.1%	Batteries (All Types)	0.1%	0.1%
Plastic Containers #3-#7s - Contaminated	0.6%	0.3%	Medically-Related Waste	0.4%	0.4%
Expanded Polystyrene "Styrofoam"	0.4%	0.2%	Electronics	0.1%	0.2%
Plastic Bags and Film	6.4%	1.7%	All Electronics	0.1%	0.2%
Durable/Bulky Rigid Plastics	0.5%	0.6%	Textiles	3.4%	1.2%
Remainder/Composite Plastic	1.4%	0.4%	Recyclable Textiles and Clothing	1.4%	1.1%
Metal	3.4%	1.4%	Other Textiles and Leather	2.1%	0.9%
Aluminum Containers	0.5%	0.1%	Other	19.2%	5.4%
Aluminum Foils and Trays	0.4%	0.2%	Rubber Products	0.6%	0.6%
Other Non-Ferrous Metals	1.2%	1.0%	Disposable Diapers & Sanitary Products	4.0%	1.0%
Steel Cans & Lids	0.6%	0.5%	Supermix incl. Dirt & Fines	12.8%	5.2%
Other Ferrous Metals	0.8%	0.8%	Bulky Materials	0.9%	1.1%
Glass	5.3%	1.4%	Other Materials Not Elsewhere Classified	1.0%	0.5%
Glass Bottles, Jars & Containers	4.1%	1.3%			
Remainder/Composite Glass	1.2%	0.6%			
			Total	100%	
			Number of Samples	11	

8. CONCLUSIONS AND RECOMMENDATIONS

This study was successful at compiling a baseline understanding of the City's residential waste stream composition, and also provided excellent insight into the composition of restaurant and bar waste, which was the most prevalent generator at the time of year the data collection took place. Not surprisingly, diversion opportunities in the restaurant sector revolve around food wastes and compostable low-grade papers. Organic wastes are also prevalent in the residential waste stream, although to a lesser degree.

The study suggests that cardboard recycling in the downtown area is effective, although confusion exists about paperboard. The study also confirms that the mobile recycling drop-off recycling system, which provides an outlet for glass bottles, is a necessary component to divert glass which is otherwise not accepted in single stream recycling in the City.

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The following recommendations are offered for consideration by the City:

- ♦ **Refocus on Contamination in Cardboard Dumpsters:** Recycling education in the BID should refocus on the differences between actual corrugated cardboard and paperboard, with a focus on reducing the paperboard being placed in the OCC containers. Cardboard recycling containers should be visually assessed at routine intervals to validate that businesses are properly recycling this material.
- ♦ **Gradual Expansion of Commercial Organics Diversion:** The prevalence of food waste in the commercial refuse stream represents an opportunity to greatly reduce the amount of landfilled material originating from the Park City Downtown Business District. Many county and local governments facilitate food waste diversion by providing a simple composting operation on or adjacent to the landfill or yard waste management parcel. There can be no ideal “one size fits all” approach to reducing food waste in the many restaurants and bars in Park City, but working with businesses on a case-by-case level can make positive strides in organics diversion. Most businesses should be able to implement a diversion program targeting back-of-house food waste (kitchen waste, trimmings, etc.) as a solid first step in this process. Another opportunity, while often more challenging, is reducing the amount of front-of-house food waste disposed of by businesses. This often requires a degree customer participation and is therefore generally less reliable. It is recommended that the City coordinate with businesses to capture back-of-house organics as a first step, and potentially expanding to front-of-house food waste in the future.
- ♦ **Increase Capture of Glass from BID:** Glass bottles were found to be a meaningful remaining component of the restaurant waste stream. Given the availability of a glass drop-off with Park City’s Mobile Recycling Center, it may be worthwhile to refocus outreach to the restaurants and bars, and/or to modify access times for the Mobile Center, to increase glass diversion.
- ♦ **Consider Performing a Winter Season Study:** As mentioned in this report, several of the business groups targeted in the study did not generate enough materials to be captured in the research. Setting aside the increased logistical challenges of performing a winter season study with heightened downtown activity, the data obtained in the winter high season would flesh out a full understanding of other business sectors, including lodging and potentially the retail and service sectors. However, it is acknowledged that a winter study could be especially challenging as it would place additional burdens on businesses to set aside material during a busier time of year.

APPENDIX A

MATERIAL CATEGORY DEFINITIONS

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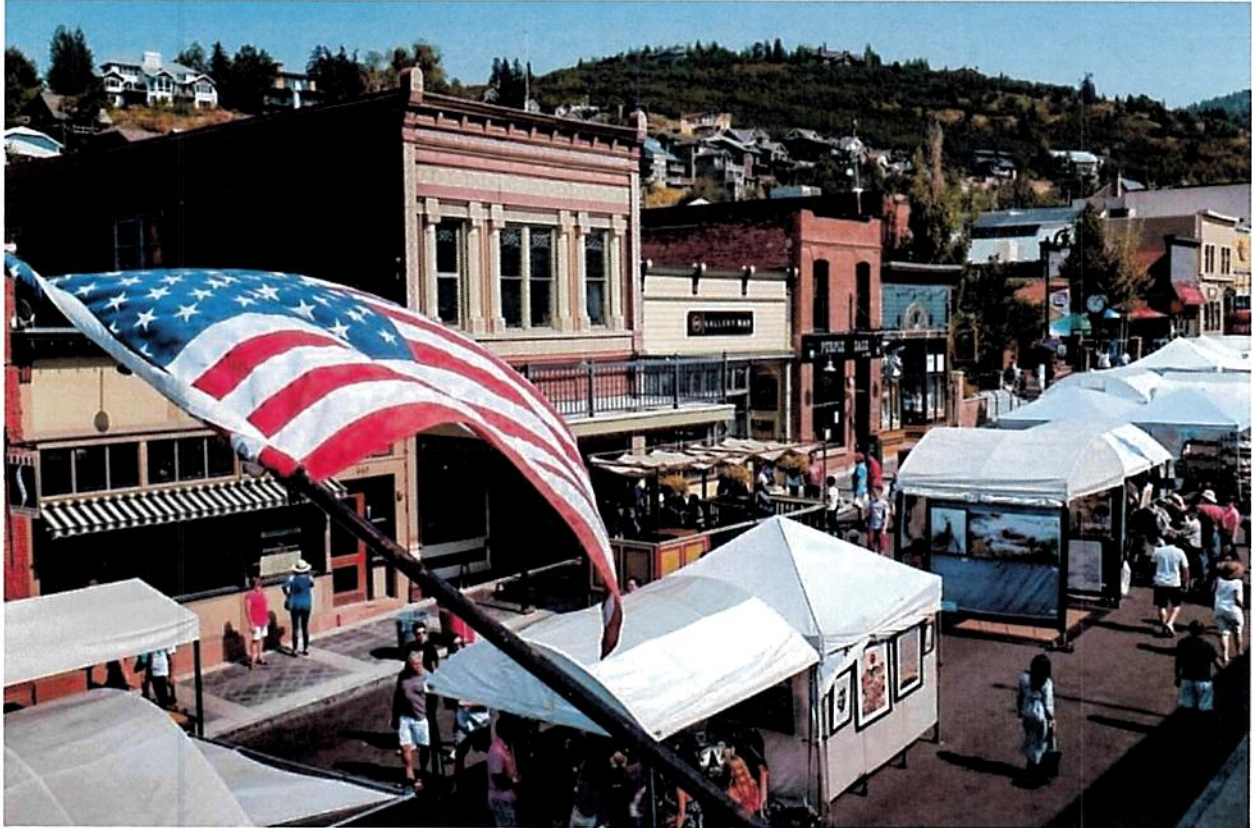
Group	Material Category	Category Definition
Paper	Corrugated Cardboard/Kraft Paper	Corrugated boxes or paper bags made from kraft paper. Wavy center layer sandwiched between two outer layers without wax coating on the inside or outside. Examples include cardboard shipping containers and moving boxes, computer packaging cartons, and sheets and pieces of boxes and cartons. Does not include chipboard. Examples of kraft paper include paper grocery bags, un-soiled fast food bags, department store bags, and heavyweight sheets of kraft packing paper. Relatively unsoiled pizza boxes acceptable.
	Take Out Containers, Food, and Beverage	Paper take out containers and cups used for food service.
	Aseptic Boxes & Gable Top Cartons	Aseptic containers (multi-layered packaging that contains shelf-stable food products such as apple juice, soup, soy/rice milk, etc.) and "gable top" cartons (non-refrigerated items such as granola and crackers; refrigerated items such as milk, juice, egg substitutes, etc.). Rigid food and beverage cartons are usually paper-based, may be any shape, and may include a plastic pour spout as part of the carton.
	Mixed Recyclable Paper	Recyclable paper other than the paper types mentioned above. Examples include white office paper, junk mail, manila folders, manila envelopes, index cards, white envelopes, white window envelopes, notebook paper, carbonless forms, groundwood paper, softcover books, chipboard and uncoated paperboard, and deep-toned or fluorescent dyed paper.
	Compostable Paper	Low-grade, biodegradable paper that cannot be recycled, as well as food contaminated paper. Examples include paper towels, napkins, paper plates, waxed papers and waxed cardboard, and tissues.
	Remainder/Composite Paper	Paper products made mostly of paper but combined with large amounts of other materials such as plastic, metal, glues, foil, and moisture. Examples include corrugated cardboard coated with plastic, cellulose insulation, blueprints, sepi, onion skin, foil-lined fast food wrappers, frozen juice containers, carbon paper, self-adhesive notes, hardcover books, and photographs.
Plastic	PET (#1) Bottles and Jars	Clear or colored PET bottles or jars. The plastic resin number "1" is visible in the center of the triangular recycling symbol and may also bear the letters "PETE" or "PET". A PET container usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent.
	PET (#1) Non-bottle Containers	Non-bottle containers such as rectangular PET clamshell or tray containers used for produce; etc. The plastic resin number "1" is visible in the center of the triangular recycling symbol and may also bear the letters "PETE" or "PET". The color is usually transparent, green, or clear. This category only includes PET non-bottle containers that did not previously contain hazardous materials.
	PET (#1) Bottles, Jars, and Containers - Contaminated	PET bottles, jars, and containers more than 25 percent full of food or liquid.
	HDPE (#2) Natural Containers	Natural colored HDPE bottles. This plastic is usually either cloudy white, allowing light to pass through it (natural). When marked for identification, it bears the number "2" in the triangular recycling symbol and may also bear the letters "HDPE". Also includes natural buckets, pails or paint cans made of HDPE and designed to hold 5 gallons or less of material. This category only includes colored HDPE containers that did not previously contain hazardous materials.
	HDPE (#2) Colored Containers	Colored HDPE bottles. In contrast with natural HDPE, the colored HDPE is usually a solid color and opaque. When marked for identification, it bears the number "2" in the triangular recycling symbol and may also bear the letters "HDPE". Also includes colored buckets, pails or paint cans made of HDPE and designed to hold 5 gallons or less of material. This category only includes colored HDPE containers that did not previously contain hazardous materials.
	HDPE (#2) Containers - Contaminated	HDPE bottles, jars, and containers more than 25 percent full of food or liquid.
	Rigid Plastic Containers #3-#7s	Bottles, jars, containers, lids, and other packaging that are made of types of plastic other than PET (1) or HDPE (2). Items may be made of vinyl, LDPE, PVC, PP, PS, or other plastic. They may bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol, or may bear no recycling symbol. Examples include clamshells, trays, tray lids, cups, bowls, plates, hardware and fastener packaging, detergent and cleaning products bottles, squeezable bottles, frozen food containers, microwave food trays, vitamin bottles, cookie trays found in cookie packages, small (less than 1 gallon) brittle (single-use) plant containers such as nursery pots and plant six-packs.
	Rigid Plastic Containers #3-#7s - Contaminated	Rigid plastic containers #3-#7s more than 25 percent full of food or liquid.
	Expanded Polystyrene "Styrofoam"	Food and non-food packaging. Includes clamshell "Styrofoam" food containers, as well as cups, plates, and bowls. Includes finished products made of expanded polystyrene such as block Styrofoam padding and packing peanuts.
	Plastic Bags and Film	Plastic retail bags used to contain merchandise to transport from the place of purchase, given out by the store with the purchase. Retail Film Bags sorted into this category will largely be clean: free of excessive debris or moisture.
	Durable/Bulky Rigid Plastics	Plastic items other than containers or film plastic, that are made to last for more than one use. These items may bear the numbers 1 through 7 in the triangular recycling symbol. Examples include crates, buckets (including 5-gallon buckets), baskets, totes, large plastic garbage cans, large tubs, large storage tubs/bins (usually with lids), flexible (non-brittle) and durable flower pots of 1 gallon size or larger, lawn furniture, large plastic toys, tool boxes, first aid boxes, and some sporting goods, CDs and their cases, plastic housewares such as durable (not single-use) dishes, cups, and cutlery.
	Remainder/Composite Plastic	Plastic that cannot be put in any other type or subtype. Includes items made mostly of plastic but combined with other materials. Examples include auto parts made of plastic attached to metal, plastic drinking straws, produce trays, foam packing blocks (not including expanded polystyrene blocks), plastic strapping, handles and knobs, plastic cup lids, some kitchenware, plastic toys, plastic string (as used for hay bales), and plastic rigid bubble/foil packaging (as for medications).
Metals	Aluminum Containers	Aluminum containers for food or beverage. Also includes aluminum cat food containers.
	Aluminum Foils and Trays	Non-container aluminum products such as aluminum foil or aluminum food trays. Does not include items significantly contaminated with food or other material.
	Other Non-Ferrous Metals	Any metal item, other than aluminum cans, foils or trays, that is not stainless steel and that is not magnetic. These items may be made of aluminum, copper, brass, bronze, lead, zinc, or other metals. Examples include copper wire, shell casings, and brass pipe. Also includes composite material that is mostly non-ferrous metal by weight.
	Steel Cans & Lids	Steel or tin food or other containers. Includes aerosol containers. If significant food or other product remains in the container (greater than the weight of the container), it shall instead be sorted in that product material category.

Group	Material Category	Category Definition
Metals	Other Ferrous Metals	Any iron or steel that is magnetic or any stainless steel item. This type does not include tin/steel cans. Examples include structural steel beams, metal clothes hangers, metal pipes, stainless steel cookware, security bars, and scrap ferrous items. Also includes composite material that is mostly ferrous metal by weight.
Glass	Glass Bottles, Jars & Containers	Includes all glass bottles and jars, regardless of color. Examples include beer and soft drink bottles, and jars for food or other materials. If significant food or other product remains in the container (greater than the weight of the container), it shall instead be sorted in that product material category.
	Remainder/Composite Glass	Non-container glass. This category includes items made mostly of glass but combined with other materials. Examples include Pyrex, Corningware, crystal and other glass tableware, mirrors, non-fluorescent light bulbs, auto windshields, laminated glass, or any curved glass. Uncoated plate glass - includes window and door glass, table-tops, and some auto glass (side windows).
Organics	Food Waste	Food wastes and scraps, including meat, bone, dairy, grains, rinds, teabags, coffee grounds with filters, etc. Excludes the weight of food containers, except when container weight is not appreciable compared to the food inside.
	Yard Waste	Plant material, including woody material, from any public or private landscapes. Examples include leaves, grass clippings, plants, brush and branch prunings and trimmings.
	Remainder/Composite Organics	Organic material that is not food or yard waste. Includes cork, popsicle sticks, hair, animal waste, cigarette butts, chopsticks, woven baskets, and small non-construction related wood products.
C&D	Wood - Treated/Painted/Stained	Wood that contains an adhesive, paint, stain, fire retardant, pesticide or preservative. Does not include wood furniture.
	Wood - Untreated/Clean	Any wood which does not contain an adhesive, paint, stain, fire retardant, pesticide or preservative; includes such items as bulky wood waste or scraps from newly built wood products. Does not including land clearing debris or yard waste prunings and trimmings. The presences of nails or screws are acceptable.
	Drywall/Gypsum Board	Interior wall covering made of a sheet of gypsum sandwiched between paper layers. Examples include used or unused, broken or whole sheets of sheetrock, drywall, gypsum board, plasterboard, gypsum board, gyproc, and wallboard.
	Asphalt Roofing	Composite shingles and other roofing material made with asphalt. Examples include asphalt shingles and attached roofing tar and tar paper.
	Asphalt Paving, Brick, Concrete, and Rock	Includes asphalt paving materials, set or unset, and all types of fire-clay bricks. Includes Portland cement mixtures (set or unset), with or without aggregate materials (gravel, etc.). Includes rock gravel larger than 2" in diameter.
	Carpet & Carpet Padding	Flooring applications consisting of various natural or synthetic fibers bonded to some type of backing material. Carpet padding may include plastic, foam, felt, or other material used under the carpet to provide insulation and padding.
	Remainder/Composite Construction & Demolition	Construction and demolition material that cannot be put in any other type or subtype. This type may include items from different types combined, which would be very hard to separate. Also includes fiberglass insulation, ceramic fixtures, and other miscellaneous C&D Materials not mentioned above.
HHW	Household Hazardous Waste or HHW	Hazardous household items containing paints, thinners, solvents, vehicle equipment fluids, cleaners, pesticides/herbicides and fertilizers. Includes fluorescent bulbs and CFLs, light ballasts, and mercury-containing devices.
	Batteries (All Types)	Dry batteries, rechargeable batteries and lead-acid batteries.
	Medically-Related Waste	Treated or untreated medical waste. Includes bandages, gauze, diabetic strips, syringes, needles, other sharps, and medical tubing. Includes similar items from veterinary usage, medical research, or industrial laboratories.
Electronics	All Electronics	Includes all electronic items with a circuit board, including CRTs or other video displays, plasma and LCD monitors, cell phones, personal computers, laptop computers, notebook computers, processors, keyboards, etc. Includes stereos, VCRs, DVD players, etc. This category does not include automated typewriters or typesetters.
Textiles	Recyclable Textiles and Clothing	Clothing, rags, and accessories made of natural and synthetic textiles such as cotton, wool, silk, woven nylon, rayon, polyester, and other materials. Examples include pants, shirts, fabric purses, bed sheets, and towels.
	Other Textiles and Leather	Clothing, rags, accessories, and other textiles that are soiled/contaminated or that do not fit into the Recyclable Textiles and Clothing category. Includes footwear and leather products.
Other	Rubber Products	Finished products and scrap materials made of natural and synthetic rubber, such as bathmats, inner tubes (not tires), rubber hoses, and foam rubber. Excludes footwear.
	Disposable Diapers & Sanitary Products	Adult and baby disposable diapers, and feminine hygiene products.
	Supermix incl. Dirt & Fines	Small mixed fragments 2" and smaller, and includes miscellaneous fines (paper, plastic, glass, etc.), sand, and dirt.
	Bulky Materials	Large, hard-to-handle items that are not defined separately. Examples include all sizes and types of furniture, mattresses, box springs, and base components.
	Other Materials Not Elsewhere Classified	Any other type of waste material not listed in any other sort category. Includes cosmetics, shampoos, lotions, etc.





11875 High Tech Avenue, St. 150, Orlando, FL 32817
mswconsultants.com



Proposal for Recycling and Trash Disposal Services

Main Street Business Improvement District
Park City Municipal Corporation
October 19, 2021

Allied Waste Services of North America, LLC,
dba Republic Services of Summit County.



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Executive Summary

Park City Municipal Corporation Sustainability Office
445 Marsac Avenue
PO Box 1480
Park City, Utah 84060

This document serves as a formal proposal from Allied Waste Services of North America, LLC, doing business as Republic Services of Summit County. For over thirty-five (35) years, Republic Services has been a strong and stable waste and recycling partner in the State of Utah. Today, we maintain over twenty-two (22) municipal contracts in Utah, and have offices in five divisions across the state, servicing hundreds of thousands of residents each week. For over twenty (20) years, we have been the exclusive residential provider for Summit County. We have provided services to the businesses within the Main Street Businesses Improvement District (BID) for more than twenty (20) years.

As the current solid waste and recycling contractor for Historic Park City Alliance (HPCA), we understand the relationships between Park City Municipal Corporation (PCMC), BID, HPCA, and the individual businesses included. Our current association with this has been a positive experience of which we are proud. It has taken many years to tailor our operational efficiencies to meet the service demands, billing requirements, and communication needs unique to HPCA. We understand the unique waste and recycling needs of the approximately 110 commercial businesses using shared containers and over 30 independent accounts.

Through our experience coordinating waste and single-stream recycling collection with HPCA to adjust for seasonality, events, and holidays, we've tailor-made our operations to fit the needs of the district, including truck and container sizes, pull-out services, and evolving container locations. Experience has taught us to develop solid communication with all key players, including PCMC, BID, HPCA, as well as the individual businesses included in the district.

We understand and respect PCMC's goal to be zero waste (80% diversion) by 2030. At the heart of our proposal is our desire and strategy to partner with PCMC to make this happen. In accordance with the suggested formats by the RFP, we have proposed a plan to hire an Operations and Engagement Project Manager, who will work with HPCA and PCMC to oversee projects to provide necessary recommendations to PCMC to reach the stated diversion goals.

We do not consider ourselves a vendor to HPCA—we are a partner. Our commitment to service, our support of commercial activities, and our continued communication is evidence of our successful partnership. Continuing to partner with Republic Services gives the BID the best opportunity to be taken care of the way it expects. With our division office already in Park City, Republic is uniquely qualified to best meet the requirements of the RFP. We bring with us local expertise with national partnerships—enabling us to continue to service the waste and single-stream needs of HPCA while overseeing research to transition into a zero-waste outcome.



Proposal for Recycling and Trash Disposal Services

We have submitted a price as requested in the RFP with rates for the collection and disposal of commercial waste and single-stream recycling for six (6) years with two, two-year extension options. Rates for service on Sundays and holidays are included in the proposal. We have also included options for organics and glass recycling collection and disposal. We understand that the City owns and maintains the compactors and associated receiver boxes. Republic understands that unless negotiated otherwise, the City will provide containers and services to pick-up trash in pedestrian containers located in Swede Alley and on Main Street.

The top four reasons you should select Republic Services:

1. We know and understand what it takes to service the downtown Park City accounts. Our cost allocations, staffing requirements, and asset distributions are based on actual calculations and real-life knowledge, not on assumptions. We understand that four-wheel drive trucks are a must and weather-related service issues are a reality. It has taken many years' worth of experience and hard work to get us to the quality partnership and service level that we are at today.
2. We know the staffing level and salaries needed to attract and retain staff to service the Park City account(s). This is a difficult and daunting task, and we know how to do it. We realize that it takes greater salaries to attract staff to Park City than it does down in the valley.
3. Republic Services' local, regional, and national resources stretch far and wide and will be available to ensure the City's contract is serviced as expected.
4. We are very aware of the challenges associated with waste diversion and zero waste aspirations by the City. We know that this partnership will require months, if not years, of detailed attention to the City's primary goal of zero waste.

Thank you for your consideration of our proposal. We are confident that we will continue to provide the safest and greatest amount of customer service with a competitive price; one Park City can view as a win in all aspects. Details of our understanding of the expectations of the RFP are included in this proposal.

Republic Services reserves the right to negotiate final contract terms up to and including modifications to the contract attached to the RFP.

Please call us if we can better explain or provide more information.

Sincerely,

Gordon Raymond, General Manager
Republic Services – Utah

Statement of Qualifications

Scope of Services

Baseline Services

With Republic, you have our guarantee that we will continue to provide baseline waste and single-stream recycling collection services in both an efficient and safe manner. Having serviced the downtown Park City area since 2000, we are familiar with HPCA's businesses, seasonality needs, and required routing specifications.

Because of our experience servicing HPCA, our proposal is based on actual operational statistics and actual route knowledge, not on assumptions. Many of our drivers and staff live and work in and around Park City. We are invested in your community and in continuing to provide superior service.

We propose that waste from HPCA will continue to be disposed of at the Summit County landfill. Single-stream recycling materials will be disposed of at Waste Management's Facility in Salt Lake City. Any changes to these disposal sites will be made in consultation with the City. Tipping fees will be paid for by the HPCA businesses.

HPCA businesses will pay all tipping fees and contamination fees for recycling disposal and will receive one hundred percent (100%) of any applicable recycling rebates.

Republic will supply all labor, containers, and other materials necessary to complete the collection, hauling, and disposal of all waste/garbage, and recycling materials, as indicated in the RFP.

Republic will provide the toter style containers needed for business pick-up. These cans are usually 65-gallon containers but can be 95-gallon containers if requested. We cannot not dump smaller type containers with our automated collection vehicles. If a

Historic Main Street, Park City, Sundance Season





Proposal for Recycling and Trash Disposal Services

customer has smaller containers (such as a Home Depot purchased 30-gallon sized), they will need to be dumped into a 65 or 95-gallon container so that we can collect them on route.

Republic identifies its front-load and roll-off containers with Republic stickers. Other service-related stickers, like "Recycle Only" can also be put on the containers by Republic where needed or requested.

Side-load commercial containers will have a Republic hot stamp on the containers. These containers also have individual serial numbers on the containers that each individual business can use to identify and track their cans. However, Republic does not use these numbers to track where containers are located. Grease pens are also used at times to mark or identify containers and which business they belong to if desired. At times, individual businesses will use their own personal identification system to identify and mark their cans.

When a can is broken, has a irreversible smell, or needs replaced, Republic will repair/replace the container at no charge to HPCA or the business provided that the reason for the fix/replacement is due to normal use not because of negligence on the part of the business. If the can replacement or repair is needed because of negligence, the business and/or HPCA will be charged for the fix/replacement.

Toters typically last between 7-10 years, depending on batch from the manufacturer and weather severity. Front-load containers last 10-20 years.

Collection hours will occur between 7 AM and 7 PM, as indicated by the RFP. Sunday and holiday pick-ups will be offered at an extra rate of \$200 per hour (see our pricing page for more information).

As the current HPCA hauler, we understand and appreciate the shift away from a seasonality-based schedule to an evenly loaded service schedule.

A benefit of a partnership with Republic is that we have the trucks and manpower of five (5) other divisions in Utah at our disposal in case of emergency or extenuating circumstances. We are locally run but have national support. In the event of severe weather, a natural disaster, or an emergency, we will draw on our resources and manpower to do all we can to ensure service is provided as scheduled. If this is not possible, we will provide services as soon as we are safe to conduct operations. Under these circumstances, we will maintain communication with HPCA regarding our operational strategy.

Proposal for Recycling and Trash Disposal Services

In addition:

- Republic trucks/services will continue to be deployed from our office and full-service maintenance shop located in Park City (4144 Atkinson Ave).
- Republic Services recognizes the following holidays (New Years, Independence Day, Thanksgiving and Christmas) and will not normally provide service on those days. Any needed collection on those days will be billed at a rate of \$200 per hour.
- Republic understands and can provide all 3 types of services required in the RFP (common dumpsters, toter service, and independent front load service).
- Republic can provide individualized services during special events and at locations where large main trucks may not be able to service. Special events and services will be billed at \$200 per hour if outside standard service practices.
- Republic will continue its practice of communicating with the HPCA point of contact for any service delays or concerns.
- Republic has the ability for next day service of compactors provided the request is timely and no other special needs are required at that time.
- The responsibility for shoveling and cleaning around the dumpsters will be that of the City or the independent business.
- If our driver is required to get out of his truck to clean-up excess materials around the container, we will bill the City \$50 per incident. If the materials can be contained in a throwaway bag or two, there will be no charge to the City.
- If the excess materials around a container are so large that motorized equipment is needed, we will call the City and then return to the location to service once the location has been cleared of the debris.

Republic Services Park City Office Interior (bottom left) and Outdoor View of Maintenance Shop (bottom right)





Proposal for Recycling and Trash Disposal Services

- Republic will either service, find a provider, or work with each business that needs individualized kitchen service to ensure their collection needs are met.
- All front-load containers that need to be rolled out will be handled by our commercial rollout collections team. If a container cannot be safely rolled out, we will notify and work with HPCA to come up with an adequate solution. Front-load containers will be of steel or durable plastic material.
- Republic has the ability to provide a second pick-up the same day if contacted before 12 pm if there are no other needed services that would impede the trucks from getting to these locations, same day.
- We cannot commit to servicing unsafe containers. If the driver and management determine that a container is unsafe to dump, the container(s) will be serviced as soon as it is safe to do so. We will work with public works to attend to the containers prior to pick-up.
- Republic will deliver additional containers by next day at 4:00 p.m. provided that assets are available to do so.
- Republic will provide all needed and requested billing information to HPCA/PCMC upon request, given adequate time to collect requested information.
- We will work with the city and provide all information requested related to the waste removal/diversion/recycling program(s).
- Litter prevention: Roll-off trucks are tarped. Front-load and side-load trucks have catchalls used to help eliminate litter spread. Drivers are instructed to get out and collect any waste they see leave their truck (where safe and reasonable to do so). SWPPP plans are in place for our Park City location and can be shared upon request (too long to include here).
- Calls into our office will be answered by trained CS agents locally, in Salt Lake City, or at our call center. The Municipal Manager (Reece), Contract Administrator (Ashlee), and Ops Managers (Vaughn and Darren) are always available to be contacted by HPCA, PCMC, or the businesses.
- Spills are managed immediately by our operations and maintenance teams. If we can clean-up the spill it will be done immediately. If a professional cleaning service company is required, they will be called immediately, and we will work with them until the clean-up is done. We will call all required reporting entities as required.
- Billing Plan: Republic will set up individual accounts for each business on Main street to bill a percentage of the total annual cost of services to each business based upon type of business and an estimation of the usage based upon type of business and square footage. Past due accounts will be noted and reported to HPCA on a monthly basis as well as collection letters, collections calls, and other means of collection efforts to collect on the balances due. For independent accounts, we reserve the right to remove the businesses container if Republic owns it and/or stop service to the business until the account is fully paid. We ask that the



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Proposal for Recycling and Trash Disposal Services

City help to enforce shared container non-payers by withholding business licenses until account is paid in full.

Customer Service Standards:

The objective is for our customer to experience consistency from interactions with our customer resource center, local customer service agents, and our hauling and operations division in the Park City area. While it is imperative that all of our customers receive the promised services according to the Republic standards, we try locally to over-deliver and exceed customer experience expectations.

For over twenty (20) years, our customers have entrusted us with their waste and recycle removal services. It is our goal and expectation to deliver on our commitments to our customers by collecting on our scheduled day, correcting misses and other issues as soon as we are notified, and by communicating with our customers in a professional and timely manner. Our standard is to collect on the schedule day, service misses within twenty-four 24 hours of being notified and deliver containers within seven (7) days of the request.

Baseline (Monday - Saturday)	Pricing
MSW Frontload	\$ 5.23 per yard
OCC/Recycling Frontload	\$ 7.58 per yard
Frontload pull-out rate	\$ 4.35 per pull-out
* Minimum Frontload charge	\$ 55.00 per month
Independent MSW toters	\$ 4.25 per toter per dump
Independent Recycling toters	\$ 6.38 per toter per dump
* Minimum Toter charge	\$ 23.00 per month
20-yard OCC - Transit Center	\$ 397.00 per haul
30-yard MSW Compactors/open tops	\$ 299.00 per haul
Food Waste	Referred to Momentum or Spoil to Soil
Glass recycling	Referred to Momentum
Sunday collection	\$ 200 per hour per worker
Park City Municipal Buildings/facilities	Same rate schedule as above
Year-over-year increase (each Dec. 1st)	3.5% annual fixed or Garbage & Trash index
	with 3.0% floor and 4.0% ceiling
* 20 per week Project Manager	\$3350 per month
Fuel Recovery Fee	\$1500 per year for every \$0.25 over \$2.25 per gallon for CNG and \$3.75 for diesel - this will be added annually using the previous 12 months average fuel rate.

* 20 hours per week Project Manager

Zero Waste & Sustainability Partnership

Providing PCMC with the support it needs to achieve its 2030 Zero Waste goals for Historic Main Street Park City.

With national experience leading sustainable disposal strategies, PCMC has a partner with Republic Services as it moves forward to achieve its Zero Waste Goals. Understanding that this adjustment in disposal strategies will require dedicated partnership, research, and follow-through, Republic is proposing a partnership with the leadership of an Operations and Engagement "Project Manager" (up to 20 hours a week) to work with HPCA and PCMC to create alternatives for implementation of a dynamic *zero waste* program.

In keeping with the timeline of the RFP, this project manager will first manage ground-level research efforts to understand and study the waste patterns of HPCA businesses. Our project manager will go business-to-business, to identify each entity's individual waste profile.

While accumulating data, the project manager will work in lockstep with our municipal and operations teams, and local recycling and sustainability experts (like Recycle Utah) to recommend potential waste diversion strategies, programs, and guidelines. After profiles have been determined, the project manager will work with the City to determine what diversion strategies will be mandated by the City. This will determine next steps for the project manager as it relates to working with each business on their *zero waste* plan.

Republic will also identify and communicate costs to dispose/divert waste by type and volume, communicate potential locations, facilities, and equipment needed to store and haul depending on the strategy.

During this process, our project manager will be tasked with remaining in consistent communication with the PCMC and HPCA to formulate best data collection strategies and to ensure the desires of both organizations are being implemented.

Our team will also establish a fee schedule amenable to PCMC and with the collaboration of PCMC, establish a competitive bidding/procurement process for potential providers of alternative services.

Given the necessity of a waste-characterization study conducted by a third party, and further research, to formulate the strongest strategies for PCMC's zero waste goals, Republic Services is not submitting a proposal for food waste or alternative waste collections at this time. However, Republic has already identified key organizations that could be potential bidders after PCMC has chosen preferred diversion strategies at the recommendation of Republic. Some of these companies are included in our proposal.

Republic understands PCMC's diversion goals to be the following:

- 40% by 2025
- 60% by 2027
- 80% by 2029

Education, Monitoring, and Reporting

Education is critical to maintaining an efficient and cost-effective service for recycling, waste, and zero-waste goals.

Republic Services recognizes that monitoring and education will be key for a successful partnership. In a baseline proposal, Republic Services will monitor waste monthly and provide reports semi-annually. With a project manager directing initial research in the contract term to make recommendations to PCMC, Republic Services will monitor and



provide reports semi-annually once it has been established what scalable programs PCMC will require.

Monitoring will occur through random waste audits at the recycling drop-off location and through various curbside spot-checks.

During this time, our project manager, as well as municipal and operations team members, will remain in communication with PCMC/HPCA regarding waste and recycling developments.

HPCA business education will be an ongoing responsibility and practice of the project manager. This will include, but not be limited to, case-by-case individual reminders and consultations, as well as group messaging to the HPCA.

Local Partnership

Noting the importance of education in achieving the City's Zero Waste goals, Republic Services commits to partner with Recycle Utah to assist in recycling diversion education.

Potential Diversion Programs/Partners for PCMC

We've done our homework. While more research is needed, here are some potential strategies for Zero Waste.

Momentum Recycling (Glass and Food Waste)



Momentum Recycling, a provider of glass recycling and food waste collection services in Utah, would be happy to provide their services directly to PCMC's BID (as indicated on their letter of intent on the following page).

About Momentum Recycling

Founded in 2008 with the mission to help communities move towards zero waste, *Momentum Recycling* operates Utah's only glass recycling processing facility and performs a curbside glass collection service for 10,000+ households in 15 cities along the Wasatch Front currently. Located conveniently in Salt Lake City, *Momentum Recycling* has offered both a residential & commercial glass collection service in Summit County since January 2019.

Destination of Glass Collected



All the glass collected will be transported to *Momentum Recycling's* state-of-the-art glass recycling facility located at 658 South 4050 West, Salt Lake City, UT 84104. The glass is then recycled into high-quality end products used by local Utah industry, including fiberglass insulation, sandblasting media, water filtration and glass container manufacturing. Total incoming tonnage is recorded to report on the amount of glass diverted from the landfill via the program.



658 S. 4050 W., Salt Lake City, UT 84104
(801) 355-0334 (p) | (801) 401-4212 (f)
www.momentumrecycling.com
info@momentumrecycling.com

October 14, 2021

Mr. Reece DeMille
Manager, Municipal Services & Government Affairs
Republic Services
643 W. 700 S.
Pleasant Grove, UT 84062

Dear Mr. DeMille,

Momentum Recycling is pleased to be included in Republic Services' proposal to provide waste services to Park City Municipal Corporation's Main Street Business Improvement District. This letter confirms that Momentum Recycling will provide glass recycling collection services and food waste collection services to customers covered in this proposal, when recommended by Republic Services.

Momentum Recycling is also willing to provide collection services for special items (such as electronic waste, batteries, lightbulbs, and more), and consulting services (such as waste assessments, waste audits, and zero waste planning), as needed.

Furthermore, it is our understanding that Momentum will work with these customers directly, not as subcontractor to Republic Services.

We look forward to supporting the efforts of Republic Services and the goals of Park City Municipal Corporation in this project.

Respectfully,

A handwritten signature in black ink, appearing to read "John Lair", is written over a light blue horizontal line.

John Lair
President & CEO



REPUBLIC
SERVICES



Spoil to Soil Curbside Composting



A potential alternate to Momentum Recycling for food waste is Spoil to Soil, a Park City-based food collection for composting company. Spoil to Soil has also expressed interest in servicing PCMC's BID.

About Spoil to Soil

Spoil to Soil Curbside Composting's mission is to help preserve the environment, extend the life of the Summit County landfill, reduce Methane emissions, and overall reduce the carbon footprint for a greener future. As we believe there is nowhere else on earth like Summit County, we want to raise local awareness on the importance of sustainability.

Why compost?

Composting food for one year reduces CO₂ emissions equal to driving an average 5,000 car miles. By diverting food scraps from the landfill, it prevents harmful emissions from entering the environment in the form of methane which is 23 times more potent than CO₂. It also prevents toxic leachate from entering our local water supply. Compost also returns nutrients in the soil and improves the health of plants and food that we can grow from it.

Proposal for Recycling and Trash Disposal Services

Completing the sustainable circle is a natural state that we should continue to cultivate for future generations.

What can go in my food waste bin?

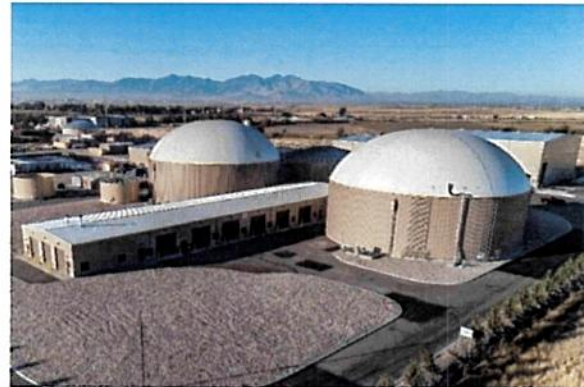
Anything except meat, dairy or bones. We love fruits and vegetables, rinds, stems, eggshells, grains, bread, pasta, coffee grounds...and their filters...paper towels and paper napkins are accepted too!

Wasatch Resource Recovery



**WASATCH
RESOURCE
RECOVERY**

Republic Services staff have toured Wasatch Resource Recovery's North Salt Lake City



plant and see their site as a potential disposal site option food waste (and potential green waste) disposal. Wasatch Recovery's staff have expressed capability to take PCMC's BID commercial waste.



Proposal for Recycling and Trash Disposal Services

Wasatch Resource Recovery, Utah's first anaerobic digestion project with the goal of producing renewable natural gas (RNG) from food waste, completed its initial phase of construction and began receiving feedstock in February of 2019. Whereas, most anaerobic digestion projects in North America produce biogas that is flared or turned into electricity, Wasatch Resource Recovery (WRR) produces biogas that is purified, injected into natural gas pipelines as nearly pure methane, and is then burned to heat homes or fuel vehicles. At its peak, the plant will receive over 800 tons of Foodwaste a day and produce 2,400 mmbtu- or enough natural gas to serve a community of 40,000 people.

Sewer District and Alpro Energy and Water. For more information about the project, or to learn how you can ensure your Food waste is diverted from the landfill, visit our website at:

www.wasatchresourcerecovery.com, or

email us at:

info@wasatchresourcerecovery.com.

Why is diverting food waste so important?

According to the U.S. Environmental Protection Agency, as much as 40% of all available food in the U.S. is wasted, resulting in 80 million pounds of food thrown away each day. That foodwaste fills up our landfills and contributes to climate change by allowing the food waste to decay, resulting in the release of methane and carbon dioxide. Facilities like WRR's not only prevent the release of greenhouse gases, they also perform a critical function in restoring our soils by returning nutrients present in the facility's digestate to agricultural land.

What kinds of food waste can WRR take?

The WRR plant receives a diverse range of materials including food scraps from restaurants and grocery stores; commercial food processing waste; fats, oils and grease (FOG); and packaged waste in the form of canned and bottled beverages and processed food. WRR also receives food waste from hotels, caterers, breweries and distilleries, hospitals, cafeterias, schools and universities.

WRR is co-owned by the public private partnership formed by the South Davis



Qualifications, References, and Experience

Qualifications and Experience

Republic Services provides local support, and national backing, to help our partners meet their goals.

Our team is comprised of community-members with experience helping our partners meet their waste and recycling service needs.

We collect recycling from tens of thousands of customers in the state of Utah, with hundreds, if not thousands of those customers, being commercial customers. Although we do not have a Materials Recovery Facility (MRF) in Utah, we work closely with the Waste Management and Rocky Mountain MRFs in Salt Lake City to ensure we are doing what we need to be doing with our recycling collection efforts. Confirming that our municipal partners have up-to-date information regarding the best recycling methods from their respective MRFs is our priority.

As for experience, Republic Services of Utah has a long-term contract with Washington County where we not only collect the single-stream recycling and waste, but also manage the recycling transload center and landfill for the County. As part of our responsibility in running the landfill, we manage the green waste composting process.

Green waste is brought to the landfill and as part of our management agreement with the County, we process it, and the County sells it back to its residents and commercial companies for landscaping purposes.

At the recycling transload center, our recycling trucks, as well as other recycling collection trucks, bring loose recycling materials, where we load it on trailers and transport it to our MRF in Las Vegas.

Although we have not implemented specific food waste and glass recycling programs in the Utah area, we have helped cities develop and implement their single-stream recycling programs from scratch. Examples include: Summit County, Provo, Payson, American Fork, Washington Terrace, Salem, Santaquin, Saratoga Springs, Pleasant Grove, Vineyard, Lindon, and more.

Company-wide, we have hundreds and hundreds of full-scale individualized recycling and waste diversion programs in place, from municipalities to individual businesses. These programs are fitted specifically to match the investment level and desired diversion outcome of each contracted client/municipality.

Our company is recognized as a national leader in organics processing, with more than 2.15 billion pounds of organic waste processed and producing more than a half-million tons of compost each year. Other recycling and waste diversion programs incorporate glass collection, electronics recycling, sharps collection, bulb and battery recycling, and other strategies.





REPUBLIC
SERVICES



Proposal for Recycling and Trash Disposal Services

In Utah, many cities have requested information about diversion programs, and we've worked with them on skeleton models. However, the price to implement and sustain the programs were more than any of them wanted to invest. We have provided a pricing model in our proposal for the BID in accordance to the expectations of the RFP. We are willing to discuss with PCMC additional service options beyond what we have proposed if PCMC would be agreeable to alternative pricing.

With Republic Services, you will have a committed partner who knows the area, weather, and terrain of the BID. We have serviced the BID under an exclusive contract since 2007 and have provided recycling and waste collection services to other commercial entities in Park City and other areas in Summit County for over twenty (20) years.

Commitment to Sustainability

We invest more than \$100 million per year in our sustainability initiatives, as a commitment to our blue planet. We are the only solid waste company selected to the prestigious Dow Jones Index for Sustainability in both the North American and World indices.

Republic's commitment to sustainable practices is a value we hold dear. As PCMC moves forward with its Zero Waste goals, Republic Services views this as a welcomed opportunity.

Environmental responsibility is one of our three company pillars and is reflected in our business strategies and performance. In 2021, for the fifth year in a row, Republic was named to the Dow Jones Sustainability World and North America Indexes (DJSI). This recognition highlights our ongoing sustainability platform and our industry-

leading climate strategy. We received industry-leading scores for climate strategy and materiality. In addition, Republic scored over 90% in the following categories: corporate governance, policy influence, labor practice indicators and code of business conduct.



In 2019, Republic announced its set of seven, long-term goals, known as Our Blue Planet®: 2030 Goals. Our goals are designed to significantly benefit the environment and society while enhancing the foundation and profitability of our business for the long term.

Our 2020 Sustainability Report is separately attached in the email containing this proposal.

You can also view our 2021 goals progress update on the following page or visit republicservices.com/sustainability for more information.



References

1. **Alison Kuhlowl**
Historic Park City Alliance
Director (Former)
435-640-2732
2. **Tim Loveday**
Summit County Public Works
Solid Waste Superintendent
801-712-7476
3. **Scott Darrington**
Pleasant Grove City
City Manager
801-785-5045

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
RECYCLING AND TRASH DISPOSAL SERVICES
FOR THE MAIN STREET BUSINESS IMPROVEMENT DISTRICT
FOR PARK CITY MUNICIPAL CORPORATION
IN THE STATE OF UTAH**

The undersigned, Secretary of **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **BROWNING-FERRIS INDUSTRIES, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **GORDON RAYMOND** holds the title of Area Director, Operations and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 7th day of October, 2021.



Eileen B. Schuler, Secretary



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

October 19, 2021

LETTER OF INTENT

Park City Municipal Corporation
445 Marsac
Park City, UT 84060

RE: Allied Waste Services of North America, LLC dba Republic Services of Summit County
Recycling and Trash Disposal Services for the Main Street Business Improvement District

To Whom it May Concern:

We are writing to you at the request of Allied Waste Services of North America, LLC dba Republic Services of Summit County.
This principal has or is about to submit a Bid proposal for Recycling and Trash Disposal Services
for the Main Street Business Improvement District

If a contract for this work is awarded to Allied Waste Services of North America, LLC dba Republic Services of Summit County,
Fidelity and Deposit Company of Maryland, a surety licensed to conduct business in the
State of UT, has agreed to act as surety to issue the required Performance Bond which is a
condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,

Amber Engel
Attorney in Fact
Fidelity and Deposit Company of Maryland

Bond Number Letter of Intent

Obligee Park City Municipal Corporation

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Amber Engel**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

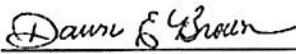
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: **Robert D. Murray**
Vice President




By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of October, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond No.: _____

Performance Bond

KNOW ALL BY THESE PRESENTS, That we _____, as Principal and _____, of _____, authorized to do business in the State of _____, as Surety, are held and firmly bound unto _____ as Obligor, in the maximum penal sum of _____ Dollars (_____), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligor to perform in accordance with the terms and conditions of the _____ (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligor has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Obligor recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Obligor, then the Surety's performance obligation under the bond shall only arise after:
 - a. The Obligor has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligor, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligor's right, if any, to subsequently declare a Principal default;
 - b. The Obligor has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligor has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligor.

3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Attn: _____

SIGNED, SEALED AND DATED this _____ day of _____, _____.

Principal
By: _____

Surety
By: _____
Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/24/2020

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 have ADDITIONAL INSURED provisions or 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 CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certifi@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	
	INSURER B: Indemnity Insurance Company of NA	
	INSURER C: ACE Fire Underwriters	
	INSURER D: Illinois Union Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 1743659****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

United States

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



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1743659

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.



www.MomentumRecycling.com
info@momentumrecycling.com
658 S 4050 W, SLC, UT 84104
(801) 355-0334

Recycling and Trash Disposal Services for the Main Street Business Improvement District ("BID")

Company: Momentum Recycling, LLC

Date Submitted: October 19, 2021

Legal Company Name: Momentum Recycling, LLC

Contact Information:

John Lair
President
(801) 742-5856
john@momentumrecycling.com

Jason Utgaard
General Manager
(801) 335-6501
jason@momentumrecycling.com

Company Address:

Momentum Recycling
658 S 4050 W
Salt Lake City, UT 84104

Federal Tax Identification Number: 26-2122289

State of Utah Sales Tax ID Number: 12376951-002-STC

A. Executive Summary

Founded in 2008 with the mission to “move communities towards zero waste,” Momentum Recycling provides comprehensive recycling collection services to over 900 organizations and over 10,000 residents along the Wasatch Front. Our service offering includes mixed recycling, glass recycling, food waste recycling as well as electronic (e-Waste) recycling. We also provide professional, LEED-certified waste audit services. In addition, Momentum Recycling operates the only glass recycling facility in the entire state of Utah (located in Salt Lake City), which processes over 29,000,000+ lbs. (14,500+ tons) of glass per year. Since the founding of Momentum Recycling, the company has handled hundreds of millions of pounds of recyclable materials, transporting them from thousands of client locations to responsible processing facilities.

Momentum Recycling has developed a reputation for integrity and reliability, as well as a strong commitment to recycling and resource conservation. This reputation has led to exclusive contracts with large local and national, private and governmental entities including Salt Lake City Corporation; Wasatch Front Waste and Recycling District; Sandy City; Draper City; Ogden City; the US Forest Service; Utah State Capitol; Utah Labor Commission; Utah Dept. of Transportation (UDOT); Utah Dept. of Environmental Quality (DEQ); Utah Dept. of Commerce; Utah Dept. of Health; Utah Dept. of Alcoholic Beverage Control (DABC); Utah Dept. of Workforce Services (DWS); and the University of Utah, to cite a few examples. We also service hundreds of large commercial entities such as Harmons Grocery; City Creek Mall; Whole Foods Market; Nordstrom; Marriott; IKEA; Park City Mountain Resort; and Hilton.

In January of 2019, Momentum Recycling expanded its glass recycling collection service to the Park City area for both residential and commercial customers. Since launching our glass collection services, the combined programs have diverted 1,010 tons of glass from the landfill – which is an incredible achievement given that the programs were all opt-in and not subsidized whatsoever. In April of this year (2021), Momentum Recycling began offering our commercial food waste recycling service in the Park City area as well, which now has diverted 164 tons of food waste from the landfill in just 6-months from an initial base of only 34 participating businesses (with just 4 currently in the BID area). Within the BID area overall, Momentum Recycling currently services twenty-three (23) commercial businesses for their glass recycling & food waste recycling needs.

Park City Municipal Corporation’s (“PCMC”) primary goal for this Request for Qualification (“RFQ”) selection process is to meet PCMC’s community goal to be zero waste (80% diversion) by 2030. With that intention in mind, PCMC’s recycling services would be best served by Momentum Recycling since we are a full-service zero waste company offering recycling collection services exclusively. It is worth noting that many recycling service providers started off as a trash hauler and then added recycling collection services later; however, Momentum Recycling does not haul trash and has maintained a steadfast focus for 13-years on helping the communities we serve increase their diversion rate. No other service provider in the area (perhaps in all of Utah) has done that.

This experience makes Momentum Recycling not just the best suited candidate for PCMC’s recycling services, but the best suited to provide the Operations & Engagement Project Manager to work with PCMC & HPCA to create alternatives for implementation of a dynamic waste diversion program. We know what it takes to move an individual organization towards zero waste, which by itself is a part-time

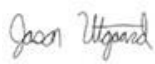
job. To move the entire BID area towards zero waste is undoubtedly a full-time job, one that requires a solid support system and database to work from that Momentum Recycling can provide (as detailed in B-1 below).

Because of our experience in servicing Park City, combined with our experience facilitating programs with hundreds of organizations to help them reach their zero waste goals, Momentum Recycling is the preeminent expert on recycling best suited for PCMC & HPCA.

Thank you for your consideration of our proposal that follows. Please contact us with any questions or for further information that you would like us to provide.



John Lair
President
(801) 742-5856
john@momentumrecycling.com



Jason Utgaard
General Manager
(801) 335-6501
jason@momentumrecycling.com

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B. Statement of Qualifications

Momentum Recycling's mission since inception has been to move communities towards zero waste. Let us be clear: we are not a trash hauler. Zero waste is the bedrock to every endeavor we embark on, and our expertise pertains exclusively to diversion. We work every day with organizations of all sizes across multiple industries helping them reduce waste – from a largescale organization like Intermountain Healthcare, to a small coffee shop like Lucky Ones Coffee. This wide-ranging knowledge of the waste-related challenges different organizations face is what sets Momentum Recycling apart.

We regularly perform LEED-certified waste audits as well for organizations to help them characterize their waste stream to pinpoint how they can reach their diversion goals. The detailed understanding a waste audit provides helps identify opportunities for reducing waste and increasing diversion from the landfill through improved recycling systems. Waste audits also reveal how effective an organization's existing recycling system is in capturing all recyclable materials and establishes a baseline from which the organization can improve going forward. We then provide a Waste Management Plan with specific actions for improvement.

On a less involved scale, we routinely perform onsite waste assessments for customers. This assessment identifies waste generated at the customer's location, potential sourcing/purchasing changes that could be made, and assesses the effectiveness of their current waste reduction practices (if applicable). To be clear: we dig through the customer's trash & recycling bins to truly assess where we can help them reduce waste. No other company along the Wasatch Front performs this type of regular assessment of their customer's waste stream, while Momentum Recycling does it every week. Does the composition of one restaurant's waste stream differ greatly from another restaurant's? – Not by a whole lot, but we still approach each customer as a new opportunity to help move the community towards zero waste.

Momentum Recycling is the only zero waste company in the area and the one that is fully capable of helping PCMC meet its diversion goals by 2030.

B-1. Operations & Engagement Project Manager

PCMC seeking to establish an Operations & Engagement Project Manager ("**Manager**") is pivotal to successfully implementing this RFP and helping PCMC achieve its zero waste goal. This multifaceted position we see as requiring the following:

- Relationship Management: The Manager must build positive relationships between PCMC, HPCA and the business customers within the District throughout the term of this contract. They must identify customer requirements, assess their needs, communicate timelines and act as the customer's first point of contact. The Manager will lead many different projects concurrently and must ensure cohesion between all parties involved. One key component of their project management responsibilities is to maintain positive morale amongst all parties and ensure stakeholders are engaged with PCMC's zero waste goal.
- Develop Solutions: The Manager must address customer needs & requirements by developing creative solutions for implementation by working with each of the different

service providers. They cannot act alone: they need to act as the liaison between customers and service providers while also keeping PCMC & HPCA afloat of the solutions proposed and under consideration. Thus, the Manager will spend much of the first year in discovery sessions with various stakeholders in order to create an all-encompassing perspective of the changes required to move PCMC towards its goal.

- **Manage Projects:** The Manager must define project scope, set timelines for completion, prepare budgets, allocate necessary resources, measure performance, report progress, and a slew of other potential responsibilities depending on the project. In this role as Project Manager, they need to be readily available to all stakeholders in a full-time capacity particularly since waste never takes a day off – just like how business customers within the District operate 7-days a week.
- **Sustainability Experience:** It is absolutely critical that the Manager is well-versed in sustainability particularly as it relates to resource conservation and landfill diversion. In fact, we believe this person needs to be *passionate* about creating & implementing changes that will have a positive impact on the Park City community. The Manager cannot be just an experienced Project Manager or an experienced Account Manager because, without a passion for sustainability, they will not be driven to help PCMC achieve its zero waste goals.
- **Business Analytics:** The Manager must collect all relevant data to generate & maintain reports for the PCMC & HPCA. Aside from general operational updates (i.e. service issues or infractions), the predominant objective is tracking diversion data across the entire BID area waste stream. Furthermore, the Manager must routinely analyze that data to strategize enhancements to waste diversion efforts to continue moving PCMC closer to achieving its zero waste goals.

Total costs to perform all phases of work: In regard to the anticipated timeline & associated deliverables presented in the RFP, this work revolves exclusively around the Project Manager's time spent identifying businesses & facilities, assessing costs, establishing procurement processes, and etc. – plus any additional resources they require to perform that work (travel reimbursement, marketing materials, technology, etc.). The significant level of involvement required of the Manager, particularly during the first 2-years, requires that they be compensated as a full-time salaried staff member and based in the Park City area (either working remotely, or onsite with the PCMC staff at their offices as needed). To achieve everything that PCMC hopes to achieve, and to attract and retain a Manager with the level of experience and capabilities required in this role, we propose two (2) options:

1. Half-Time: will require a base salary in the range of \$4,500 per month.
2. Full-Time: will require a base salary in the range of \$9,000 per month.

The determination of the time required we will leave to PCMC; however, it is our belief that the position will require a dedicated full-time person for the first 2-years to handle the upfront workload and establish the programs.

B-2. Technical Capabilities

As a locally owned, Utah-based company, Momentum Recycling provides services spanning multiple municipalities all along the Wasatch Front. Our clients will attest that Momentum Recycling is a reliable

service provider that they depend on every week to help manage their waste streams. Our fleet of fourteen trucks run collection routes for Mixed Recycling, Glass Recycling, and Food Waste Recycling throughout the week (Monday-Sunday). The only holidays on which we do not perform services are Thanksgiving and Christmas: if a customer's collection falls on either of those days, we notify them in advance via email as well as send them a push notification via our pickup reminder system (mobile app). In the event of an emergency, weather delay or other natural disaster, we can use our pickup reminder system to circle impacted customers on a map and send them a one-time service alert notifying them of the delay or rescheduled service (which is sent via their preferred method of receiving notifications).

Most of the vehicles use our onsite natural gas refueling station to slow-fill overnight, allowing them to stay on route longer and reduce emissions. Each route collects a specific waste stream in a geographic area, which both lowers our carbon footprint while also allowing us to quickly respond to client requests for supplemental pickups as they are received.

We specialize in servicing hard-to-reach locations. Although most collection sites store their containers in an easily accessible parking lot or dumpster enclosure, Momentum Recycling has a unique ability to provide "inside service" as well for all recycling collection services. This service means our staff will enter the customer's building on a set pickup day to remove the containers from several different locations inside the building, take them outside for service, and then return the containers to their original locations inside the building. Customers using inside service report increases in the volume of recyclables collected due to the containers' placement in convenient, easily accessible locations within their building for staff to use.

If access to a location is locked or requires a keycode, the customer can provide a key or keycard for us to use. Our operations team then manages these stops via Momentum Recycling's proprietary software that displays an icon to the driver indicating that that stop is locked or requires special handling. Lastly, we include custom pickup instructions per stop for our drivers that specify any unique requirements to servicing a customer's location along with pickup images for them to view where to go.

Since our entire fleet of trucks are semi-automated rearload and sideload vehicles, our driver exits the vehicle at each location to perform every service, which means that each bin is carefully inspected prior to being serviced. The benefit to this setup is that the driver then inspects and documents several different data points per stop. Using Momentum Recycling's proprietary mobile software to record data, log notes and capture photos, the driver will:

- Record fullness levels for customer-specific diversion data;
- Ensure the cleanliness of the area surrounding collection containers;
- Document contamination for additional training purposes;
- Inspect the structural integrity of containers to ensure safety; and,
- Confirm signage is properly displayed and affixed to the containers.

Our trucks are also equipped with vehicle tracking devices as well as onboard cameras that are both forward-facing as well as driver-facing. This technology provides for increased operational safety in addition to improved customer service.

B-3. Services Overview

Momentum Recycling's services are extremely flexible. Customers can adjust their collection frequency, type of collection container or quantity of containers as often as they require. Seasonality impacts the volume of waste a business generates at any point during the year, so this element of our service offering is of great value to PCMC customers.

PCMC can rely on Momentum Recycling as an alternative service provider for cardboard recycling and single stream recycling in the BID area during the term of this agreement; however, it is our perspective that the current services provided by Republic Services and Good Earth Recycling would combine to provide sufficient services for businesses in the BID area.

Furthermore, Momentum Recycling's unique capabilities focus primarily on glass recycling, food waste recycling, and special collections of hard-to-recycle materials (such as electronic waste): it is these services that we will overview below in our baseline proposal for recycling diversion.



Glass Recycling Service

Momentum Recycling proudly operates Utah's only glass recycling facility. We receive large volumes of glass from throughout Utah and neighboring states to be processed at our Salt Lake City facility. As the only facility within economic reach, any glass that is source separated for recycling in Summit County must go to Momentum Recycling's facility to be properly recycled.

All colors of glass bottles and jars are accepted (no sorting required), and there is no need to rinse with water or remove labels: our facility handles this as part of the process. The glass is cleaned, crushed and sorted by size and color to meet the specifications of our end users. The primary end user for the recycled glass (known as "cullet") is the Owens Corning fiberglass insulation plant in Nephi, Utah. Additional uses include asphalt sealant, sandblasting, water filtration and decorative countertop, flooring and landscaping applications.

Momentum Recycling operates a fleet of trucks specifically designed to transport glass that we collect via a cart service, which we then transport back to our facility. The videos on the next page help provide a more visual example of our glass recycling facility and glass collection service:



Video: Glass Recycling Facility
Link: <https://youtu.be/gWxyxYXlv9A>



Video: Glass Collection Service
Link: <https://youtu.be/vIAEWxohGyU>

Since January 2019, Momentum Recycling has serviced dozens of Main Street Business Improvement District customers for their glass recycling needs. We have successfully provided service during the harshest winter conditions and busiest times of year. We also have serviced special events, including being the exclusive recycling service provider for the Park City Arts Festival in 2021.

To provide glass recycling service for the BID area via a cart service, customers may choose from either a 35-gallon or 64-gallon cart. In our experience, very few customers would have the space for a larger 96-gallon cart, and the weight of a cart that size full of glass makes maneuvering it difficult on steep inclines or snow-covered surfaces (both of which are common in the BID area). The carts provided would be grey, and we suggest that PCMC work with the service provider(s) selected to consider requiring that carts be color-coded per service (i.e. grey for glass, green for food waste, blue for mixed recycling, etc.) to help alleviate potential contamination. Below is the signage affixed to each cart:

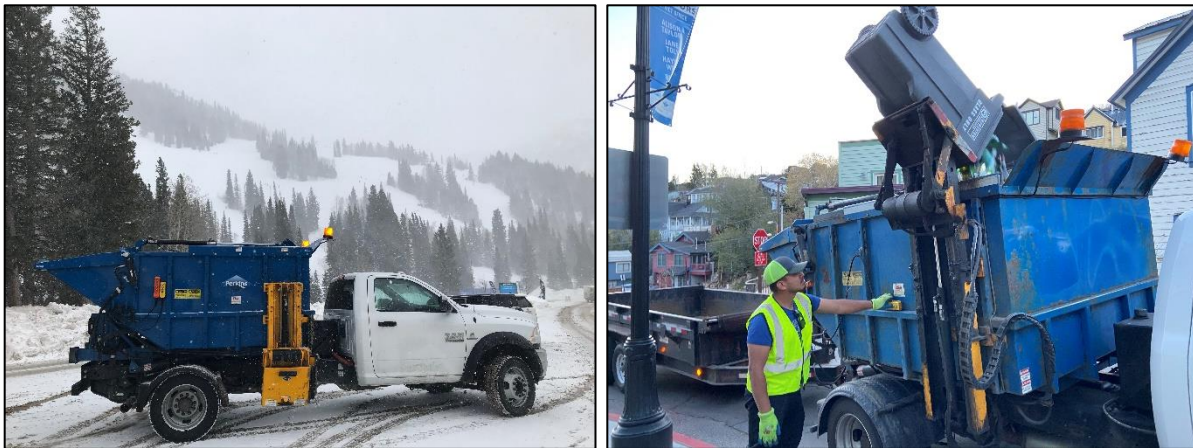


For customers that generate a very low volume of glass (i.e. less than 35-gallons per month), Momentum Recycling already has in place a contractual agreement with Good Earth Recycling for them to collect that glass and transport it to their offsite location for Momentum Recycling to collect the glass from. This arrangement helps low glass generators, such as a small office staff, still recycle their glass responsibly.

Servicing customers on the west side of Main Street has historically proven to be challenging given their space constraints and the inability to access their location from the backside on Park Avenue. Our existing customers apply a mix of solutions depending on their location – from storing their cart(s) inside and then pulling them out the front door on collection day, to transporting their glass to a location nearby where they store their carts, etc. – and we will continue to work with each customer to find the

best possible solution. We believe that PCMC may need to consider allocating space somewhere for glass collection containers (carts) to be denoted for common use – such as in the China Bridge parking structure, Wasatch Brewpub parking lot dumpster enclosure, or another similar location – for businesses that simply do not have another option available to them for recycling their glass. We will help assess these options in year 1 of the contract. If it is deemed necessary, Momentum Recycling could provide locking containers for these common locations that only approved businesses would then be provided keys to access.

Logistically, Momentum Recycling utilizes a hub-and-spoke model to maximize the amount of glass we can collect in one round trip from our Salt Lake City facility. As shown below, we park a trailer nearby that allows us to return to and empty a full truckload into two (2) times. In addition to another full truckload in the satellite unit mounted on the truck, this model allows us to return to our facility with three (3) truckloads of glass.



Food Waste Recycling Service

Momentum Recycling has offered food waste recycling services for 13-years: longer than any other service provider in Utah. We service hundreds of organizations of all sizes – from a standalone coffee shack to a full-service restaurant to a regional hospital. Our food waste collection service allows customers to divert unpackaged food waste from the landfill to a local compost facility. All types of food waste are accepted, including prepared food, fruit, vegetables, meat, dairy, breads, fats, along with liquids (oils & grease can be mixed in, but the container should not be exclusively liquids). Accepting all food waste in one bin makes the service more easily adopted by staff and visitors who will be discarding food waste into the collection bins.

We provide customers with collection containers fabricated to contain food waste that feature a fully enclosed body, lid and wheels for maneuverability. Customers are welcome to use compostable bags as long as they are BPI-certified, and they will be able to purchase bags directly from Momentum



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658 S 4050 W, SLC, UT 84104
(801) 355-0334

Recycling (if they choose to, though this is not a requirement). Using special trucks designed to prevent any spilling of liquids, we transport the food waste collected to Wild Harvest Farms located nearby in Browns Canyon to be responsibly composted. Wild Harvest Farms is a great partner and has spent years as an integral part of helping Park City achieve zero waste via food waste diversion, which is the only licensed compost facility in the Wasatch back area.



If Wild Harvest Farms is unable to accept food waste for any reason during the contract term, Momentum Recycling will deliver it directly to the Wasatch Resource Recovery (WRR) facility in North Salt Lake to be processed. At WRR, biogas is captured from the anaerobic digestion process and purified before it is converted into renewable natural gas and fed into the municipal gas pipeline. The remaining byproduct at the digester is a nutrient-rich, carbon-based fertilizer used to help local farms grow crops.

According to the Park City 2021 Waste Composition Study Report, the waste composition of the Downtown Business District (primarily restaurants & bars) is composed of 65.5% organics. Unsurprisingly, this is a huge opportunity for PCMC to make a significant leap forward in terms of diversion. In fact, we strongly believe that implementing an ordinance early on in the contract period requiring restaurants & bars to divert their food waste from the landfill would make PCMC realize upwards of 50% diversion in half the time (~2-3 years at most). With Momentum Recycling's team already actively diverting food waste in the area, the solution is at hand for PCMC to reach major milestones early on in its zero waste goal.

To provide food waste recycling service for the BID area via a cart service, customers may choose from the same size carts as our glass recycling service – either a 35-gallon or 64-gallon cart. Food waste is actually much heavier than glass, so it would not be feasible to offer a larger cart size for the BID area. Although we do offer a 2-yard dumpster option in the Salt Lake Valley, the space limitations in the Park City area have led us to limit our service offering to carts only. The carts provided would be green and clearly state, "FOOD WASTE ONLY" hot-stamped on the lid. On the next page is the signage affixed to each cart:



In regard to potential rodents, we have not had hardly any issues (even at similar locations as the BID area, such as the ski resorts we service in the Cottonwood canyons). If an issue does occur, we can install a locking mechanism on the cart to prevent it from being opened.

With food waste comes potential issues related to bin cleanliness. It is our experience in servicing thousands of food waste carts every week throughout the year that a minimum weekly collection frequency is the best deterrent. As mentioned above, using compostable bags also helps maintain the cleanliness of the collection containers. In any event, if the customer's collection containers need to be cleaned, Momentum Recycling can either swap them out for new bins or clean them with our truck while onsite performing their service. Please note that containers are not cleaned every service: we have found this routine cleaning to be unnecessary and a waste of precious water.

Lastly, when helping a new customer start diverting their food waste, we understand that delivering cart(s) and signage is only a portion of what is required. We know from experience that the most difficult component is figuring out how to get the food waste from inside the business to the containers outside. Diversion is successful only when it does not impede upon the existing workflow of kitchen operations. We can help design a food waste recycling collection system for the customer's back-of-house operations based on similar customers we currently service that we know will work.

Special Collections & Waste Consulting Services

The Environmental Protection Agency's Universal Waste Rule was designed to encourage the collection and recycling of certain hazardous wastes that are generated by a wide variety of business and institutions. Solid waste landfills throughout Utah will not knowingly accept hazardous waste from business or households (as is common practice for landfills nationwide).

Momentum Recycling offers commercial entities a convenient collection service for responsibly recycling electronics (e-Waste), including batteries and light bulbs. Customers simply need to follow Momentum Recycling's material handling guidelines (available on our website) to prepare for us to collect their electronic waste. The service is offered as an on-call collection (regular pickups available upon request), with pickups occurring at minimum on a quarterly basis. Customers collect e-Waste in their own bins or boxes for us to remove upon collection. We also work with our customers to help them divert other hard-to-recycle materials including Styrofoam, paint, corks, rubber, and other materials that customers consult with us to assist with.



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Momentum Recycling also provides professional waste assessments and LEED-certified waste audit services to help customers understand how to reduce, reuse, and recycle their way towards zero waste. Often times the customer learns that they are over-paying for trash services or do not have the proper recycling collection service to match the materials being generated: that is where Momentum Recycling's waste consulting services provide our customers with a leg up in their zero waste mission.

Special events as well require significant planning upfront and can quickly become logistical nightmares. We provide zero waste event services to help event coordinators address the waste that their event will generate. Some of the annual special events around the area that have selected Momentum Recycling to consult with them and provide recycling services include the Utah Arts Festival; Red Butte Concert Series; Park City Arts Festival; Salt Lake City Downtown Farmers Market; and the Pride Festival, to cite a few examples.

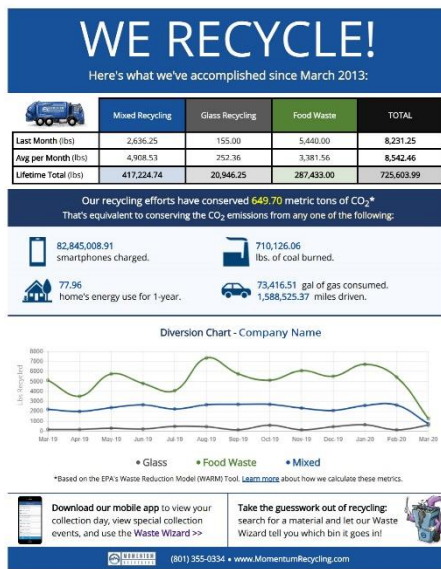
B-4. Customer Service Standards

Our services include a diverse suite of tools and resources for customers to help them move towards zero waste by maximizing their landfill diversion rates. Below is a list of some of the key resources available to all Momentum Recycling customers:

Dedicated Account Manager – We provide a dedicated full-time Account Manager for every customer, regardless of their size, to be the customer's main point of contact. The Account Manager proactively monitors the customer's service log data to maximize efficiency and to watch for any issues that arise using our *Clarity* business intelligence system. The Account Managers are required to make routine site visits to customer locations to perform onsite waste assessments and to ensure the service is performing as expected for the customer. The Account Manager will also make recommendations about internal collection systems, material use and purchasing best practices: essentially, coach the customer on mitigating waste upstream.

Waste Stream Monitoring – Using Momentum Recycling's proprietary software, the customer's Account Manager will communicate reported instances of contamination and overflow via email notification to the customer. Contamination notices include images of the contamination found while servicing the location along with suggested steps to address and prevent further contamination (we do not charge customers for contamination). Overflow notices also may include images and, if persistent over a period of time, will suggest that the customer add an additional container or increase their collection frequency to prevent messy overflow from occurring (we will still collect the overflow materials placed next to the container).

Onsite Training – We offer customers free onsite training on how to properly recycle and the importance of recycling. All new customers receive an initial training, while additional trainings can be provided at any time upon request. We recommend that customers include recycling training and policy overview as part of any new hire process. We will provide follow up training as requested or required by the customer. We also frequently host "lunch & learn" sessions to help customers address certain specific topics or to simply provide a virtual tour of one of the facilities where their recyclables are being processed.



Diversion Reporting – Customers receive a monthly diversion report in an easy-to-read format that they can share electronically with their staff or post for visitors to see. Container fullness levels are translated into volume and weight data based on EPA established averages as well as Momentum Recycling’s routine audits. The Diversion Report presents the data in terms of what the CO₂ emissions conserved is equivalent to in terms of something familiar to the reader (i.e. how many cellphones could be charged, or the amount of a home’s energy use for 1-year, or the number of miles driven in a car). A sample Diversion Report is shown to the left.

Signage – Bilingual signage indicating both acceptable and unacceptable materials using visual imagery are provided. Customers can access our Resource Center online or via our mobile app to download and print additional signage as they need at any time. In addition, the information displayed on this signage is also displayed on a sticker label adhered to each container to help prevent confusion and contamination. Momentum Recycling’s in-house marketing team is capable of custom designing signage per client needs as well. A sample of our signage is below:

GLASS RECYCLING

RECICLAJE DE VIDRIO

YES	NO
All Sizes + COLORS of Glass Vidrio de todos los COLORES Bottles + Vases Botellas + Vasos Food Containers Contenedores para alimentos Windows (Plate Glass) Ventanas de cristal	Ceramics + Porcelain Cerámica + Porcelana Caps/Lids + Corks Tapas + Corchos Light Bulbs Bombillas Mirrors + Laminated Glass Especios + Vidrio con laminado

No need to rinse or remove labels for glass placed in this bin.

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Download the Momentum Recycling Mobile app!
 Use the Waste Wizard to save the guesswork out of recycling.
 Search for a material and let us tell you which bin it goes in!

FOOD WASTE RECYCLING

RECICLAJE DE DESECHOS ALIMENTICIOS

YES	NO
All types of food waste are accepted, including packaged & unpackaged food, prepared food, fruit, vegetables, meat, dairy, and fats, oils & grease. Fruit + Juices Frutas + Jugos Bread Pan Candy Dulces Chips Chips Coffee + Tea Café + Té Condiments (sauce, syrup) Condimentos (salsas, siropes) Cooking Oils Aceites de cocina Dairy (milk, butter, cheese) Lácteos (leche, mantequilla, queso) Eggs + Eggshells Huevos + Cáscaras de huevos	Cardboard Cajas de cartón Ceramics Cerámica Corks Corchos Chemicals Químicos Glass Vidrio Hazardous Oils Aceites peligrosos Metals Metal Plastics Plásticos Rubber Gloves Gauchos de goma Wood + Branches Madera + Ramas

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Download the Momentum Recycling Mobile app!
 Use the Waste Wizard to save the guesswork out of recycling.
 Search for a material and let us tell you which bin it goes in!

Pickup Reminders – To help remember their collection day, customers can choose to receive a phone call, email, or text message reminder at a set time the day before or morning of their scheduled collection.

Mobile App – Our mobile app makes it easy for clients to remember their collection day and know what materials go in which bin by using our Waste Wizard. Available for both Apple and Android devices, the app displays *My Schedule*: an easy-to-read list of your upcoming service dates per material stream. It can also send push notifications at the customer’s desired time to remind them of their collection. Our **Waste Wizard** helps customers and their staff take the guesswork out of recycling: app users can search for a material and the Waste Wizard tells them which bin it goes in.

Availability – Momentum Recycling is available via phone during our office hours of 8:00 AM – 6:00 PM MST Monday through Friday to assist customers. We have an after-hours line as well available for urgent service issues on the weekends or holidays. Customers may also submit inquiries via our mobile app 24/7, which then sends a notification to multiple members of our operations team. We respond to all inquiries within 24-hours at most. Same day requests for service can be honored in most cases if received before 12:00 PM MST. Requests for additional containers received Monday through Thursday can be delivered the next day by 4:00 PM MST.

Dispute Resolution – When a customer complaint is received, we will dispatch a vehicle to the customer's location to remedy the situation. If a pickup was accidentally missed, we will perform a free service for the customer. If a pickup was logged as not out for service or not accessible for service with supporting documentation by the driver (i.e. images or description), we will perform a supplemental pickup for the customer for the same price as their fee per pickup for that service.

B-5. Service Fees

Transparent pricing is imperative to our policy of treating all customers equally. It is worth noting that Momentum Recycling is one of the only service providers to post our pricing publicly on our website: other service providers custom quote each business so to maximize their profit. We also do not charge any hidden fees (such as "Administrative" fees, "Environmental Recovery" fees, "Container Refresh" fees, or event tipping fees). Our service fees are simply a flat-fee per-pickup depending on the size & quantity of carts the customer has onsite. We feel that this transparency in pricing shows our commitment to the fair treatment of the customers we serve.

Our preferred method of billing is to invoice customers directly for the services rendered during the prior month. Customers then may process a payment via check, credit card, or ACH. The customer will be notified of any past due amounts: if payment is not received, their account will be placed on billing hold and services halted until payment is received. The customer's Account Manager will contact the customer directly for payment status or to help them update their payment information on file.

Since launching in 2008, Momentum Recycling has never assessed a fuel surcharge to any customer. We determine whether to assess a fuel surcharge based on rising diesel fuel prices (noting that the majority of our fleet operates on natural gas). Should diesel charges reach \$5.00-per-gallon, a fuel surcharge of 1% will be added to bills based on every 10-cent rise in diesel costs (calculated on a monthly basis).

Momentum Recycling does not charge eligible users for contaminated loads. Instead, our team works with the customer to mitigate contamination. Extremely contaminated loads (such as a glass recycling cart entirely filled with trash) will not be tipped: the customer will need to remove the contaminants prior to Momentum Recycling servicing the container.

One notable cost we have seen increase across the hauling industry recently are motor vehicle insurance rates. These insurance rates have increased steadily. In response to these increases, we equipped all our trucks with dash cameras and driver-facing cameras using artificial intelligence to

detect distracted driving – which sends an immediate alert to the four (4) managers that oversee our operations. Aside these insurance rate increases and steadily increasing cost-of-living expenses, there has not been changes related to regulations in the past several years that have dramatically impacted our operational overhead.

Our most recent price increase in January 2021 was only the 3rd time in our 13+ year history that we needed to adjust pricing, which reflects our steadfast focus on controlling costs to ensure a stable pricing structure for our customers. To control price increases, we regularly monitor fleet performance, route density and safety protocols to operate as efficiently as possible. Nevertheless, the future is difficult to predict, so we will establish a flat-fee per-bin per-pickup for each service in the BID area that will be reevaluated every two (2) years for potential increases.

Cost of Services – Recycling Collection Services:

Please see **Exhibit A** for the service fees for the glass recycling & food waste recycling services.

Additive Alternative 1 – Cost of Sunday Service:

Momentum Recycling recognizes why Sunday service is important to PCMC: a destination city that assuredly sees an influx of visitors during the weekends, and with that, an influx in the volume of waste generated. We do not currently service the Park City area on Sundays; however, PCMC’s request here coincidentally compliments a pressing need we have already on the horizon to add an additional service day in the Park City area due to increasing demand for both our glass recycling & food waste recycling services.

Our primary concerns with providing services on Sunday is route density (enough participating businesses) as well as accessibility (more visitors present on weekends vs. weekdays). To provide an on-call type service on Sundays would entail significant operational overhead that we would need to pass through to the customer(s). Mainly, it is difficult to find drivers willing to commit to work on Sundays, especially in a geographically remote area (such as the BID area) and with a limited number of stops. We do though plan to add a recurring Sunday route for each service that includes BID area customers as well as others in the greater Park City to maximize efficiency and minimize service fees for Sunday customers. Therefore, the cost of Sunday service will incur only a 10% surcharge on the regular service fees detailed in **Exhibit A**.

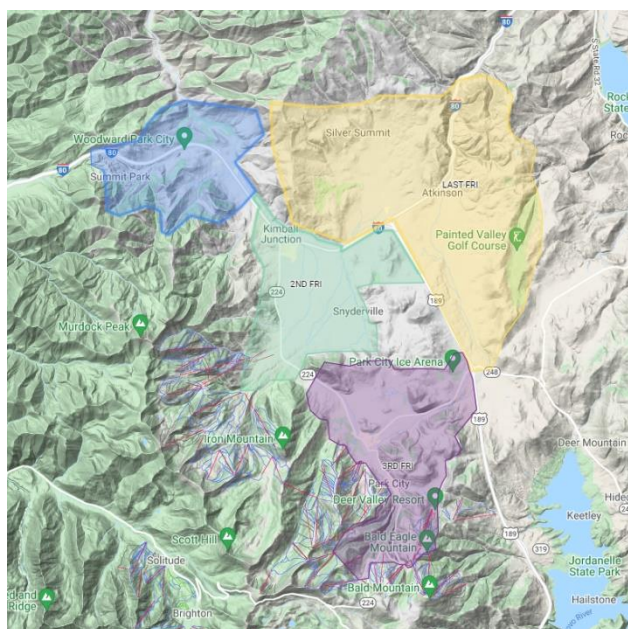
Additive Alternative 2 – Collection at Park City Municipal Buildings & Facilities:

Momentum Recycling would extend the same services, collection frequency and pricing offered to BID area businesses to all of the Park City municipal buildings & facilities, which would include, but not be limited to: Miner’s Hospital; Library and Education Center; Park and Golf; Park City MARC; Public Works; Police Department; and Ice Arena.

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C. Relevant Experience

Momentum Recycling is Utah's leading hauler for both glass recycling and food waste. We have designed recycling collection systems for small office teams located in skyscrapers, to large hospitals that employ more than that small office team in their kitchen alone. We purposely operate a fleet of semi-automated trucks that allows us to service hard-to-reach locations (low overhangs, tight alleyways, underground garages) and require our team of drivers to exit the vehicle to perform a thorough service. At the end of the day, we do whatever it takes to procure a recycling collection system that aligns with the customer's needs and requirements: if the customer is committed to diversion, we are committed to helping them do so.



Summit County Operations

Indicated to the left is Momentum Recycling's existing service coverage in the Park City area (which technically expands as far east as Wanship). We provide a monthly glass collection service to 500+ residential households here as well as glass & food waste collection services to 120+ commercial customers. Our operations team thus has extensive knowledge of the scope of work required to service the Park City area year-round in the most inclement conditions.

C-1. State of Utah Cooperative Contract: Waste & Recycling Collection Services

Momentum Recycling is the approved Contractor for all State of Utah facilities along the Wasatch Front (Contract #: MA3435). Under this contract, the State of Utah selected Momentum Recycling to service the recycling needs of some of the State's most essential facilities – including the Utah State Capitol. This one location by itself (of the dozens of State locations serviced by Momentum Recycling) requires the absolute highest level of service imaginable, which includes unparalleled security restrictions; constrained time windows for performing services; multiple locations to service onsite for multiple different recycling streams; and regular adjustments to collection frequency.

Servicing the recycling needs of PCMC's municipal buildings & facilities is an identical service to what Momentum Recycling already provides to similar entities in the Salt Lake City area, including the Primary Children's Hospital; Salt Lake City Public Library; Northwest Recreation Center; Utah Attorney General's Office; and Utah Division of Water Quality, to cite a few examples. As the State's approved Contractor for recycling collection services, PCMC's municipal buildings & facilities would receive the same premium level of service that Momentum Recycling provides to the government entities we service.

C-2. Municipal Programs

Momentum Recycling currently is the authorized glass recycling service provider to provide the residential curbside glass recycling for the following cities (noting that our Park City program is direct-to-residents instead of a city-backed program):

- Alta
- Bountiful
- Centerville
- Cottonwood Heights
- Draper
- Emigration Canyon
- Holladay
- Millcreek
- Midvale
- Midvale
- Murray (annexed)
- North Salt Lake
- Salt Lake City
- Sandy
- South Salt Lake
- Taylorsville
- West Bountiful

As part of our responsibilities as these cities' service provider, Momentum Recycling provides monthly reports (which we refer to as "Collection Summary Reports") that contain the same content as is required in the RFP in *XI. Successful Service Provider Performance Requirements*. In fact, we provide user access to our municipal partners to login to our Control Center to view customer information and review reporting at any time.

C-3. Client Testimonials

The following client testimonials are attached:

- Utah Department of Transportation (UDOT) Procurement
- Utah Food Services
- Cushman & Wakefield
- Utah Department of Environmental Quality (UDEQ)
- Wasatch Front Waste & Recycling District
- Salt Palace Convention Center
- Salt Lake City School District
- Salt Lake City Corporation
- Utah State Capitol Complex
- Utah Department of Health

C-4. Letters of Support

We recently applied for the Park City Climate Fund Grant and received the following letters of support for that application that we attached as well since we feel these letters are relevant to this RFP:

- Recycle Utah
- Wild Harvest Farms
- Wasatch Resource Recovery

C-5. Summary

Momentum Recycling's proven capabilities in providing the services proposed herein we know will put PCMC on the nationwide map for its achievements in moving towards zero waste. Addressing food

waste as it exists currently as the prevalent component of the waste stream capable of diversion will require Momentum Recycling's capabilities & expertise – and we are committed to allocating our resources to help PCMC do so. We have achieved significant diversion already in just 2-years with glass recycling, and we know that we can achieve nearly 90%+ diversion in that category in partnership with PCMC & HPCA. As we think about the potential for zero waste in the BID area, we simply step back and recall why we are working on all of this in the first place: to preserve the beauty of the Wasatch Front that we all get to enjoy now and hope for future generations to be able to do the same.

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Exhibit A: Collection & Handling Fees

All new customers must pay a one-time **Activation Fee** of thirty-five (\$35.00) dollars, which will be applied to their first invoice. The **Delivery & Removal Fees** below are waived during the first 90-days of service as the customer's ideal service level is established:

Delivery & Removal Fees	
Fee Type	Description
Delivery Fee – Cart	\$25.00 per Cart
Removal Fee – Cart	\$25.00 per Occurrence

The fees below relate to the **regular collection services** performed per the desired collection frequency:

Glass Recycling				
Container Size	Qty	Price	Collection Frequency	Fee Per Pickup
 35-Gallon Cart		Per Bin: \$8.00	☐ Monthly (1x/mo.) ☐ Bi-Weekly (2x/mo.) ☐ Weekly (4x/mo.) ☐ ___ Pickups / Week	\$
 64-Gallon Cart		Per Bin: \$10.00	☐ Monthly (1x/mo.) ☐ Bi-Weekly (2x/mo.) ☐ Weekly (4x/mo.) ☐ ___ Pickups / Week	\$
Inside Service (optional)		(\$5.50 / cart / pickup)	(same as above)	\$
TOTAL FEE PER PICKUP:				\$
APPROX. MONTHLY TOTAL¹				\$

Food Waste Recycling				
Container Size	Qty	Price	Collection Frequency	Fee Per Pickup
 35-Gallon Cart		Per Bin²: \$8.00	☐ Weekly (4x/mo.) ☐ ___ Pickups / Week	\$
 64-Gallon Cart		Per Bin²: \$10.00	☐ Weekly (4x/mo.) ☐ ___ Pickups / Week	\$
Inside Service (optional)		(\$5.50 / cart / pickup)	(same as above)	\$
TOTAL FEE PER PICKUP:				\$
APPROX. MONTHLY TOTAL¹				\$

¹ **Service is per-pickup:** the *APPROX. MONTHLY TOTAL* will vary depending on the number of pickups completed each month.

² **Price per bin:** subject to change if Wild Harvest Farms is unable to accept material and it instead needs to be diverted to the Wasatch Resource Recovery facility in North Salt Lake.

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Sample Shared Billing Monthly Allocation

	Business Types:	REST =	Restaurants and Cafés		8
Franchise Fee		BAR =	Bars and Private Clubs		7
30% of Gross Revenues - Shared Containers		FARE =	Light Fare		3.5
10% of Gross Revenues - Individual Containers		RETAIL =	General Retail Stores		1.66
		HOTEL =	Hotels, Apartments and Inns		1
		PROF =	General and Professional Offices		1
		IND=	Contract for Private Container		0

DATE OF CONTRACT

Business Name	Street Address	Square Footage	Business Type	Factor	Adj. Square Footage	Monthly Portion of Cost	Franchise Fee	Total Monthly Bill
Business A	123 Main Street	18,390	FARE	3.5	64,365			
Business B	124 Main Street	4,500	REST	8	36,000			
Business C	125 Main Street	2,000	REST	8	16,000			
Business D	126 Main Street	1,400	GALLERY	1	1,400			
Business E	127 Main Street	6,000	BAR	7	42,000			
Business F	128 Main Street	3,500	REST	8	28,000			
Business G	129 Main Street	3,081	RETAIL	1.66	5,114			
Business H	130 Main Street	4,936	PROF	1	4,936			

Shared Container Size and Frequency

Container	Days of the Week	Months	Days of the Week	Months
8 yard	M and R	April - November	M, T, R, F and Sat	December - March
8 yard	M and R	April - November	M, T, R, F and Sat	December - March
4 yard	T, R and Sat	April - November		December - March
8 yard cardboard	M, W and F	April - November		December - March
8 yard	None	April - November	M and R	December - March
Compactor 1	F	April - November	M and F	December - March
Compactor 2	F	April - November	M and F	December - March
Cardboard Compactor	On call	April - November	On call	December - March

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

4:45 p.m. - Discuss Special Event Related Code Changes

Suggested Action:

Attachments:

[Event Related Code Amendments Staff Report](#)

[Exhibit A: Overview of Downtown Storefront Regulations 10.19.21](#)

[Exhibit B: Summary 2019 and 2020 Council CSL2 Special Meetings](#)

[Exhibit C: Storefront and Chain Definitions](#)

[Exhibit D: Current CCB list - July 2020](#)

Subject: Update on Event-Related Regulations:

1. Application of Conventional Chain Business (CCB) and Vibrancy Ordinances;
2. Signs and Storefront Vibrancy Regulations; and
3. Parking Permits - Loading/Unloading/Crowd Management.

Author: Jonathan Weidenhamer

Department: Economic Development

Date: November 11, 2021

Type of Item: Work Session

Recommendation

Review and discuss updates on certain regulations during special events. City Council should direct staff if they support the recommendations or seek additional changes.

Background

The influence of Level Five Special Events creates a market for temporary rentals of business spaces. Correspondingly, the City Council continues to update our regulations to reflect community values as the market adjusts. These efforts support the community's goals to maintain and enhance the long-term viability of the downtown core as a destination for residents and tourists by ensuring a business mix that encourages a high level of vitality, public access, vibrancy, activity, and public/resort-related attractions. Further, these regulations bolster community priorities of preservation of the integrity of downtown as it relates to the historic feel and character, traditional rhythm and scale, and Main Street's place as a Nationally Registered Historic District designation.

The City Council enacted a series of ordinances that regulate conversion of business spaces during special events (Convention Sales Licenses or CSLs, which allow for temporary business activity for up to two weeks) and uses in downtown storefronts. A more detailed overview of the storefront ordinances (focused on Conventional Chain Businesses (CCB) and Vibrancy) was recently prepared at the request of the Historic Park City Alliance (Exhibit A). The exhibit includes links to the Council reports and minutes when the ordinances were discussed and created. In summary, the CCB ordinance caps chain businesses to 17 storefronts in the Historic Commercial Business (HCB) Zoning District and seven in the Historic Recreation Commercial (HRC) Zoning District. The Vibrancy ordinance renders a storefront location ineligible for a temporary liquor license if there is not an active business in the space 270 days/year.

Sundance Film Festival 2019/2020 – Council Consideration of Type 2 Convention Sales License (Type 2 CSL)

A Type 2 CSL is limited to the Sundance Film Festival timeframe and is a business license for a period not to exceed two weeks to temporarily exhibit, market, display, gift, or promote goods or services. Council continues to keep authority over final Type 2 CSL approval and Single Event Alcoholic Beverage Licenses during Sundance Film Festival ([Chapter 4-7, Convention Sales and Commercial Hospitality](#)). During the approval of the Type 2 CSLs in 2019 and 2020, the City Council had specific questions regarding one Type 2 CSL which is summarized in Exhibit B. Specific concerns stated were:

1. Applicability of CCB and Vibrancy Ordinances:
 - a. Storefronts and Setbacks.
 - b. Application of the CCB and Vibrancy ordinances to Special Event Permittees.
2. Signs and Storefront Vibrancy.
3. Load and Unload permits.

Staff was drafting clarifications to the Land Management Code, but with unexpected reductions in the events calendar in 2020 and 2021 due to the COVID-19 pandemic, these changes were not immediately pursued. Staff seeks this opportunity to clarify Council's intent regarding the changes described above.

Analysis

1. Application of the CCB and Vibrancy Ordinance

Storefronts and Setbacks: If the CCB cap is full (Exhibit B), in order for a business determined to be a CCB to be eligible for a business license, the location would have to be in a permanent, separately enclosed space that isn't a Storefront (Exhibit C) – meaning it would have to be outside the defined setback area, and in a space that meets all building code requirements for a permanent space (exiting, sprinklers, bathrooms, etc.).

- Staff will return in spring 2022 with minor clarifications to definitions and a map showing Storefront properties that will be made available to the public on the City website to provide clear information for property owners and applicants.

Application of the CCB Ordinance to Special Event Permits:

On [October 24, 2017](#) (p.115), the Council amended Sections [4-3-1](#) and [4-3-4](#) of the licensing code to address the vesting/timing of CCBs ([Ordinance](#)). They also amended Section [4-7-3](#) to clarify that CSLs must comply with the CCB ordinance. At that time, it was also recognized that when a national brand operates temporarily as a CSL, they often don't meet the standards or intent of the CCB ordinance. The [minutes](#) (p.8-10) reflect Council deliberating whether CSL's should be exempt from the CCB ordinance, but out of concern that creating exceptions would weaken the ordinance and expose it to challenge, Council opted to apply it to all business license applications, including CSL's.

- The CCB ordinance does not apply to Sundance Festival and its sponsors with venues regulated by the special event permit.

Application of the Vibrancy Ordinance to Special Event Permits:

The Vibrancy Ordinance regulates locations, not uses ([Vibrancy Ord.](#)). If a location is determined vacant and has exhausted the available, one-time exception for either being under construction or for rent, the location is ineligible for a temporary liquor permit during special events. This applies to event permittees and CSL applicants. The Finance Department has been diligent in their quarterly inspections and in sending registered mail notifying any building owner of their vibrancy status.

- Staff does not believe any clarifications are needed to the Vibrancy Ordinance, except for sign-related issues – see next section.

2. Signs and Storefront Vibrancy:

The Planning and Special Events Departments approve temporary signs for Special Event Applicants and their sponsors each year. The Planning Department also reviews CSL sign permit applications. The CSL allows an applicant to conduct business in the City for a limited period of up to two weeks. When Planning staff issues temporary sign permits for CSLs, they include a condition of approval that requires the temporary sign to be removed at the end of the event.

However, some businesses that only operate temporarily during a Special Event time period secure a Convention Sales License and an annual Business License. The annual Business License allows them to operate year-round, even though some locations with these year-round licenses remain dark except for during Special Events time periods.

To protect Historic Commercial Business and Historic Recreation Commercial District vibrancy, the Council enacted the Vibrant Commercial Storefront Code in Municipal Code Section [4-2-15](#) to incentivize storefront businesses to remain open year-round. Businesses that do not meet the vibrancy criteria cannot obtain a Single Event Alcoholic Beverage License.

- Staff recommends amending the Vibrant Commercial Storefront Code to also prohibit the issuance of a temporary sign permit for storefront businesses that are not vibrant year-round.
- Pending Council's input, staff will pursue those changes to the Sign Code for Planning Commission recommendation to City Council.
- Additionally, staff recommends amending the Sign Code to require that businesses with approved signs maintain an active Business License to keep the sign. Staff intends to create a provision that requires property owners to remove signs for businesses with an expired and unexpired Business License.

3. Load and Unload Permits During the Sundance Film Festival:

Per [Section 4A-7-3\(8\)](#), loading operations for Type 2 CSL's are required to apply for Special Use of Public Parking Spaces. The regulations were established to maintain the safety, security, vibrancy, and effective operations of Main Street during the Sundance Film Festival. This section of the code does not apply to day-to-day deliveries or Ground Transportation Companies and DLS zones or Special Event Permit holders.

- Staff recommends amending the Licensing code and codifying changes in the Parking Code to provide more efficient operations and enforcement on the street, and to make Special Event applicants eligible for the permits.

Stakeholder Input

The Sundance Institute has reviewed draft changes and agrees with the recommendations. Sundance believes the clarification will help venues and sponsors to comply with and align with regulations on Main Street.

Staff has also coordinated with HPCA to ensure they are aware of the recommendations.

Attachments

- A Overview of Downtown Storefront Regulations
- B Summary of Recent Council Type 2 CSL Special Meetings (2019 and 2020)
- C Storefront and Conventional Chain Business Definitions
- D Current CCB List (July 2020)



Overview of Downtown Storefront Regulations -

Vertical Zoning, Chain, Vibrancy, and Storefront Enhancement

October 19, 2021 - Updated

Overview

The City Council enacted a series of ordinances that regulate uses in downtown Storefronts. These efforts support the community's goals to maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public access, vibrancy, activity, and public/resort-related attractions. Further, they bolster goals of preservation of the integrity of downtown as it relates to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation.

Background

The City Council, based on several months of stakeholder input and informal and formal meetings adopted the following ordinances:

Vertical Zoning (VZ) Ordinance -

On August 30, 2007, Council approved the VZ Ordinance, which prohibits non-sales tax-generating uses and Off-Site Private Residence Clubs from the first 50' of ground-level Storefronts (Exhibit A, definition) in the downtown core ([Council 8.30.07](#), p.162, [minutes](#), p.11). Separately enclosed spaces outside the 50'setback are not limited by the ordinance.

Conventional Chain Business (CCB) Ordinance -

The CCB ordinance was approved on August 17, 2017 ([Council 8/17/17](#), p.174, [minutes](#), p.11). The ordinance enacted a cap on CCBs (CCB Definition - Exhibit A) in Storefronts, limiting to seven in the HRC District (north of Heber Ave.) and 17 in the HCB (south of Heber Ave.). Currently, there is one CCB spot available in the HCB, and four in the HRC (Exhibit B).

The link to the 8/17/17 Council meeting includes a detailed history of the seven public hearings and staff reports along with an overview of the numerous stakeholder meetings (including HPCA, the informal Ad-hoc business committee, commercial leasing agents, landlords, and tenants). The staff reports also contain key analyses of sales by business type and location (both north and south of Heber Ave., along with storefront/non-storefront and CCB/non CCB). The ultimate cap number chosen by Council was based on a delicate balance and was carefully thought out after months of study, analysis, and stakeholder and Planning Commission input.

On [October 24, 2017](#) (p.115), the Council made amendments to 4-3-1 and 4-3-4 of the licensing code to address the vesting/timing of CCBs ([Ordinance](#)). They also amended

4-7-3 to clarify that Convention and Sales Licenses (CSL) must comply with the CCB ordinance. At that time it was also recognized that when a national brand operates temporarily as a CSL, they often don't meet the standards of a CCB. The [minutes](#) (p.8-10) reflect Council deliberating if CSL's should be exempt from the CCB ordinance, but out of concern that creating exceptions would weaken the ordinance and expose it to challenge, Council opted to apply it to all business license applications, including temporary CSL's. The CCB ordinance does not apply to Sundance Festival and its sponsors with venues regulated by the special event permit. Staff doesn't believe any clarifications are needed to the Vibrancy Ordinance.

Vibrant Storefront [Ordinance](#)-

On June 29, 2017, Council approved the Vibrancy Ordinance ([6.29.17](#), p.184; [minutes](#), p.13), which requires commercial property owners to maintain a "Vibrant Commercial Storefront" to be eligible for a Temporary Liquor Licenses during Special Events. After applying the ordinance for five months, Council agreed to updates with simplifying and clarifying language on December 14, 2017, [12.14.17](#), p.224, [minutes](#), p.13). The changes included strengthening language that capped available exceptions (current building permit or "available for rent") to one year, and one-time-only ([Vibrancy Ordinance](#) /[Municipal Code 4-2-15](#)). The Vibrancy Ordinance has helped reduce the vacancy rate on Main Street from 6% to less than 2%.

Storefront Enhancement (SE) [Ordinance](#) -

Over a series of Planning Commission (2/22/17) and Council meetings (12/8/16, 3/16/17, 4/13/17, [4/27/17 action p. 102](#)), an SE Ordinance was approved that limited the maximum width of any new facade on Main Street to 50'.

[Attachments](#)

- A Storefront and Conventional Chain Business Definitions
- B Current list of CCB

Exhibit A – Storefront & Conventional Chain Definition

Setback & Conventional Chain Definitions

Property, Storefront. A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or storefront entrance that fronts on a Public Street. Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street. For purposes of this provision, the term “fronts on a Public Street” shall mean a separately enclosed space, Floor Area, tenant space or unit with:

- For Vertical Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; or
- For Storefront Enhancement Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within thirty lateral/horizontal feet (30') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; and
- A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.
- In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a “Storefront Property.” The Planning Director or designee shall have the final determination of applicability.

CONVENTIONAL CHAIN BUSINESS. Conventional Chain Business is a business, including but not limited to retailers or restaurants, which maintains one or more of the following standardized items which causes it to be substantially identical to more than 10 other businesses regardless of ownership or location at the time of the application: (1) standardized menu or merchandise with 50% or more of in stock merchandise from a single distributor bearing uniform markings; or (2) a standardized array of products or merchandise; or (3) uniform apparel; or (4) standardized architectural design, layout of facade, decor or color scheme and/or signs; trademarks, and service marks or logos, or similar standardized features.

Exhibit B – Current Chain List – July 21, 2020

Historic Commercial Business (HCB) Zoning District		
	Address	Business
1	333 Main Street	Helly Hanson
2	333 Main Street	Lulu Lemon
3	333 Main Street	Gorsuch Ski Shop
4	354 Main Street	Berkshire Hathaway
5	355 Main Street	Gorsuch Home
6	405 Main Street	Shirt Off My Back
7	408 Main Street	Roots
8	510 Main Street	Rocky Mountain Chocolate Factory
9	515 Main Street	The North Face
10	545 Main Street	Overland Sheepskin Company
11	545 Main Street	Summit Sotheby's
12	570 Main Street	Athleta
13	625 Main Street	Summit Sotheby's
14	632 Main Street	Patagonia
15	440 Main Street	Fjallraven (LOI Signed)
16	525 Main Street	7-Eleven
17		

Historic Recreation Commercial (HRC) Zoning District		
	Address	Business
1	693 Main Street	Keller Williams Real Estate
2	675 Main Street	L.L. Bean, Inc.
3	675 Main Street	Free People
4		
5		
6		
7		

Exhibit B

Council Discussion of CSL Approvals in 2019 and 2020

1. In December 2019, Chefdance, located within 427 Main Street submitted two applications for temporary liquor. Their first application, dated 12/16/19, was denied (administratively) based on the location not being Vibrant. The owner did not appeal the “dark” determination nor attempted to show proof of vibrancy. The one-time exception was already used for the location.
2. On December 20, 2019, during the Supplemental Plan Approval for the Film Festival Special Event, Exhibit B page 5 ([link](#)), staff articulated the current status of both Vacant Storefront Exemptions and the Chain Ordinance Cap numbers with the intent of providing transparency for Council and stakeholders. This update noted that the CCBs cap south of Heber Avenue (HCB District) was filled, and that staff had denied a CSL2, and that the applicant was seeking a location north of Heber (HRC District). It was specifically noted that the Chefdance space in 427 Main Street was determined not vibrant and therefore did not qualify for a special event liquor license.
3. The second Chefdance application, dated 12/23/2019, was submitted with *new information* (floorplans) showing that the space was separately enclosed and beyond the storefront threshold, and therefore not be subject to the vibrancy ordinance. The opening of the Cabin space, and subsequent physical disconnect from the lower, internal Chefdance space allowed the second application to be approved on 12/31/2019 and included in the January 9, 2020 update to Council.
4. On January 9, 2020, the Liquor License Report on Council’s Consent agenda identified Chefdance’s approved Liquor License. The [Council meeting minutes](#) indicate that Council member Worel requested this item be removed from consent to discuss vibrancy and liquor licensing specific to Chefdance. The minutes also reflect further concerns from the Sundance Institute about the year round Chefdance sign.
5. Lastly, on January 16, 2020, a City Council Report ([report](#)) outlined additional CSL2 to be approved, including 8 CSL2 permits at 427 Main Street Chefdance location (Exhibit B). The report also notes two additional CCB’s operating beyond the storefront setback (though not in separately enclosed spaces), that were not affiliated with the Festival, Peets Coffee and Pizza Hut. The report states that the two CCBs are beyond the setbacks so therefore are allowed south of Main and not included in the caps.

Exhibit C – Storefront & Conventional Chain Definition

Setback & Conventional Chain Definitions

Property, Storefront. A separately enclosed space, Floor Area, tenant space or unit that has a storefront window or storefront entrance that fronts on a Public Street. Storefront Property includes the entire Floor Area associated with the storefront window or storefront entrance that fronts on the Public Street. For purposes of this provision, the term “fronts on a Public Street” shall mean a separately enclosed space, Floor Area, tenant space or unit with:

- For Vertical Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; or
- For Storefront Enhancement Zoning, a storefront window and/or storefront entrance at the adjacent Public Street, or within thirty lateral/horizontal feet (30') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; and
- A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.
- In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a “Storefront Property.” The Planning Director or designee shall have the final determination of applicability.

CONVENTIONAL CHAIN BUSINESS. Conventional Chain Business is a business, including but not limited to retailers or restaurants, which maintains one or more of the following standardized items which causes it to be substantially identical to more than 10 other businesses regardless of ownership or location at the time of the application: (1) standardized menu or merchandise with 50% or more of in stock merchandise from a single distributor bearing uniform markings; or (2) a standardized array of products or merchandise; or (3) uniform apparel; or (4) standardized architectural design, layout of facade, decor or color scheme and/or signs; trademarks, and service marks or logos, or similar standardized features.

Exhibit D – Current Chain List – July 21, 2020

Historic Commercial Business (HCB) Zoning District		
	Address	Business
1	333 Main Street	Helly Hanson
2	333 Main Street	Lulu Lemon
3	333 Main Street	Gorsuch Ski Shop
4	354 Main Street	Berkshire Hathaway
5	355 Main Street	Gorsuch Home
6	405 Main Street	Shirt Off My Back
7	408 Main Street	Roots
8	510 Main Street	Rocky Mountain Chocolate Factory
9	515 Main Street	The North Face
10	545 Main Street	Overland Sheepskin Company
11	545 Main Street	Summit Sotheby's
12	570 Main Street	Athleta
13	625 Main Street	Summit Sotheby's
14	632 Main Street	Patagonia
15	440 Main Street	Fjallraven (LOI Signed)
16	525 Main Street	7-Eleven
17		

Historic Recreation Commercial (HRC) Zoning District		
	Address	Business
1	693 Main Street	Keller Williams Real Estate
2	675 Main Street	L.L. Bean, Inc.
3	675 Main Street	Free People
4		
5		
6		
7		

Exhibit D – Current Chain List – July 21, 2020

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1	333 Main Street	Helly Hanson
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Historic Recreation Commercial (HRC) Zoning District		
	Address	Business
1	693 Main Street	Keller Williams Real Estate
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4		
5		
6		
7		

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

5:15 p.m. - Public Art Update

Suggested Action:

Attachments:

[Annual Public Art Board Update Staff Report](#)

[Exhibit A: Draft 2022 PAAB Strategic Plan and Current Budget](#)



City Council Staff Report

Subject: Annual Public Art Advisory Board Annual Update
Author: Jenny Diersen, Staff Liaison to PAAB
Department: Economic Development
Date: November 11, 2021
Type of Item: Informational – Work Session

Recommendation

Review the Park City Public Art Advisory Board (PAAB) annual update draft strategic plan (Exhibit A), which includes current project updates, future project prioritization, and recommended funding allocations within the current public art budget.

Staff seeks direction regarding PAAB's recommendations. If Council is supportive, Staff will begin RPFs for projects and return to City Council for selection of artwork in the Spring/Summer of 2022.

Background

[Arts and Culture is a Top Priority](#) and part of Council and the Community's [Strategic Plan](#). This was reinforced in the [2020 Visioning](#). Public Art is an important part of creating connectivity and a sense of place and community in Park City.

In 1984, the Park City Art Foundation dedicated Park City's first artwork, *Park City Scape* by James McBeth. Today the artwork is displayed at the Miners Hospital Garden. Park City's Public Art Collection is a defining characteristic of the City, and due to the investment that the City has made, today, more than 100 artworks reinforce our community's unique history and culture.

In 1999, the Park City Summit County Arts Council (Arts Council) created the first framework for an Art in Public Places plan to help create a framework for a healthy public art program. In 2003, the [PAAB was created by City Council and is now an eight-member board](#) of Park City residents who are appointed by the Mayor and City Council to serve up to two consecutive, three-year terms. PAAB makes recommendations to the City Manager and City Council regarding Public Art installations and collections. All decisions regarding Public Art are made final by the City Council, after consultation and review by the PAAB.

PAAB's [mission, vision, and goals](#) were created in 2016/17 and aligned with Community critical priorities - Housing, Transportation, Energy, and Social Equity. PAAB's policies were amended and adopted by Council through resolution [18-2020](#), increasing the seven-member board to eight members. The Arts Council also provides non-voting support and expertise to PAAB through guidance on various projects and initiatives.

Analysis

Due to the pandemic, public art projects were placed on hold until Spring of 2021. On [April 29, 2021](#), a Staff Communication outlined PAAB's summer projects goals. In 2020 and 2021, PAAB finished and focused on the following initiatives:

2020 & 2021 Projects

- [Re-cycled Daily 20./20: The Works of Water, Making Another Run](#) located at Creekside Park by Dana Kuglin. This artwork is located at Creekside Park.
- [Yesterday and Today](#), by Chuck Landvatter. This artwork is located at the Old Town Transit Center tunnel connecting to Poison Creek.
- [Updated inventory and the City's Public Art Map](#).
- [Acquired four artworks for fencing at the Arts and Culture District](#). The art fencing will be installed in December.
- Accepted a Donation, [Suffrage](#), by Nancy Scheibe. This artwork is displayed on the first floor of City Hall by the City Attorney's Office.
- Accepted a Donation from the Peterson Family, [Schooner](#), by Lyman Whittaker. This piece is displayed near the Library Patio and is in memory of a long-time local Abbey Peterson Cordery.
- Accepted a Donation on behalf of the Martinez Family and completed the Installation of [Richard A. Martinez \(Ol' Miner\)](#). This piece was created by Tom Martin of Luna Bronze Studio in Provo, Utah, and is displayed at the Treasure Hill Trailhead.
- PAAB reviewed and recommended [HPCA's Chalk Art Program](#) and [temporary art in the City's Arts District](#).
- Arts District Temporary Art Program at Maverick Gas Station– [Examples from other communities have been discussed](#). Staff did not have time to complete this project this summer. The estimated budget is \$30,000.

Prioritized Projects for 2022 (Total costs estimated \$101,000)

1. Utility Box Phase II – PAAB recommends continuing this successful program and has asked staff to run with it. If supportive staff will continue working with Rocky Mountain Power and release an RFP for artwork to have the project completed next summer. The estimated budget is \$36,000.
2. Intersection Art – PAAB recommends moving forward with intersection art (streets, sidewalks, and otherwise) that aligns with Community Pillars in the spring of 2022. The artwork would last throughout the summer, and locations and partners will be reviewed by PAAB, City Council, and the community in a public meeting. The estimated budget is approximately \$20,000.
3. Bus Shelter – PAAB would like to adopt one bus shelter as an art installation. There are great examples of this in other communities. PAAB understands that there is art on some bus shelters, but they want to see one bus stop become art and are considering a community mosaic that residents can engage in. The estimated budget is \$20,000.
4. Neighborhood Art Program Research & Development (Estimated update by spring 2022). Staff has [researched examples from 7 other communities](#). The board may explore a variety of programs inclusive of local neighborhoods. The estimated budget is \$20,000.

5. Signage (in English and Spanish) will be completed in the spring of 2022. Costs are estimated at \$5,000.

Long Term Planning Projects

The PAAB continues to have larger projects on its horizon and understands both areas require long-term planning. Over the next year, PAAB wants to focus on a larger capital project, discussing private-public partnerships and identifying locations, such as Dans to Jans, Arts and Culture District, and Main Street. Each larger capital project can cost \$100,000 to \$150,000 so having a funding balance is important. The PAAB requests to be involved in the development of Park Avenue/Dans to Jan's and Arts District Planning with departments and partners early on in discussions to consider the placement of artworks in these locations.

Ongoing Projects

- Maintenance – Maintaining the City's collection requires ongoing work and is a collaborative effort with the Parks, Public Works, and Police Departments.
- Inventory – Since the online inventory was updated, we have secured a small contract to update the art map with any new works bi-annually.
- Donation Requests – There are no current donation requests, but typically several requests come in each year. Art donations come to Council for approval before acceptance into the Public Art Collection.

Outreach, Engagement, and Collaboration

- Monthly, PAAB shares their favorite piece of art to highlight on the City and Arts Council's social media channels. PAAB members also provide regularly provide examples of art programs in other communities.
- Park City and 12 other communities participated in a [benchmark study for Basalt, Colorado](#) (report p. 20, Park City highlighted on p. 84) which is looking to develop a public art program and cultural hub.

Board Membership

PAAB will have three vacancies in June of 2022. Two members are not eligible for reappointment. Staff anticipates beginning recruitment for PAAB in March.

Funding Source

Public Art has been financed primarily through two funding sources, both of which are within the capital improvement plan (CIP). The first funding method is a direct allocation to the Public Art capital project (CP0089) from the General Fund transfer and the Lower Park Avenue RDA. The second funding method is through a 1% contribution from qualifying capital improvement projects.

Attachments & Links

Exhibit A DRAFT Project Prioritization/Strategic Plan & Current Budget

PUBLIC ART BOARD STRATEGIC PLAN & PROJECT PRIORITIZATION 2022 DRAFT				
Project	Project Description	Estimated Funding Amount and Funding Area	Progress	Tie to Council Critical and Top Priorities (All projects are tied to Arts and Culture Top Priority)
RECOMMENDED SUMMER PROJECTS 2021				
Arts District Maverick Project (Incomplete)	In partnership with Kimball and Sundance, PAAB would like to explore a temporary art program in the AC District before the space is built. See examples of Gas Station Canvas in Board Packet.	\$30,000 CIP Funding	Summer 2022?	Community Engagement
RECOMMENDED TOP PRIORITY PROJECTS - 2022				
Ongoing - Utility Boxes- EmPOWERment Project - Phase II	Continue Utility Box Wrap Program. Discuss possibility of next theme and tie to social equity focus on Utility Boxes in Neighborhoods andcorridors? Run with the program.	\$36,000 CIP Funding	Summer 2022	Energy & Social Equity Community Engagement
#1 Intersection Art	Intersection Art - this would be artwork on pavement that aligns with Council's 5 community pillars. Art would be aquired into City's Art Collection. Locations are being identified in coordination with Engineering Department and will be coordinated with residents and business districts.	\$20,000 - CIP Funding	Summer 2022	Transportation / Commnity Engagement
#2 Bus Shelter as Art	Bus Shelter - We love the current artwork on Bus Shelters - but we really want one bus shelter that is art. There are great examples of this in other communities, such as Vail, and it helps the community own the bus shelter. To identify which bus shelter, we would work with Engineering and Transit Departments.	\$20,000 - CIP Funding	Summer 2022	Transportation / Community Engagement
#3 Neighborhood Art Grant Program	Brainstorm included: allowing neighborhoods to submit mini grants to City to match or grant funding for neighborhoods to create artwork in their own community, instead of having City create artwork in neighborhoods. Thought is to be inclusive of all neighborhoods, not just affordable housing areas (but maybe prioritize affordable housing areas). In some cases city may not be project manager, but a funding agent. City of Boulder has a new program that is simular, but very focused on specifically allowing murals in neighborhoods. Other ideas include helping neighborhoods create art on their bus shelters, creating neighborhood murals at parks, etc. Other ideas include allowing neighborhoods to come up with creative ideas and pitch them to PAAB and Council. Please review attachment/research from last year.	\$20,000. Working to confirm we could use Public Art Budget for this.	Summer 2022	Housing, Social Equity, Community Engagement
IDEAS - NOT PRIORITIZED AT THIS TIME				
Neighborhood & Transportation Related Ideas	Woodside Phase II Art/ Wayfinding - As part of exploring neighborhood art programs, staff approached PAAB and recommened a project associated with Woodside Phase II and Affordable Housing - artwork or wayfinding. PAAB recommends to involve those moving into the housing area in development of such project.	\$10,000 to \$20,000 depending on scope of project. Possible funding from Lower Park RDA allocation.	Estimated complete pilot program complete by Fall 2022	
	Neighborhood Art Treatments to help with traffic calming		This is being done by Transportation Planning	
	Creative Sidewalks	Estimated \$20,000		
	Traffic Box Art (simular to Utility Box Wraps)	Estimated \$20,000		
	Manhole Covers	Estimated \$20,000		
Main Street Projects / Permanent Olympic Legacy / Glow in the Art	The board prioritized the Main Street Area as a focus for art. Additionally, the board would like to discuss a permanet Olympic Legacy project that engages patrons on Main Street. This may be murals, sculptures or other forms of art. The board also would like to explore artwork that lights up in this area, specifically at night. May look into a temporary art program in the fall/winter that aligns with Autumn Aloft, Halloween, Day Light Savings Time, Holiday Lights etc and Energy critical priority.	Total funding in Main Street 1% for improvements is \$90,000 may combine with some of the transportation projects above.	TBD - Complete by Summer 2021	Transportation and Community Engagement
	See above for Transportation Items - Crosswalks, Manhole Covers, Sidewalks etc..	\$80,000		

	Permanent Olympic Legacy Project - Request to look into creating a permanet Olympic Legacy project to continue to celebrate City's Olympic Legacy and hopeful future bid. May look at 1% Main Street Funding. Connect to families and make interactive.	\$50,000 - source TBD		
	Glow in the Art - Tie to Energy Critical Priority - Idea is that the artwork comes out after dark and is hidden away or changed during the day. illuminated artwork that would show off at night. Might be a good project to push forward in fall with Halloween, Day Light Savings Time and Electric Parade, Holiday Lights, If temporary project, grant funding needs to be explored. See examples of Breckenridge's WAVE exhibit. http://www.breckcreate.org/festivals/wave-light-water-sound/	\$20,000 - source TBD		
China Bridge Parking Garage Phase II	Board will discuss next steps on China Bridge connection walls and South walls in the late fall of 2019. This could mean bringing Emily Herr back or it could mean looking at other wayfinding in the parking structure.	\$20,000 to 60,000 - depending on scope funding source is CIP	TBD - Possibly Summer / Fall of 2022	Transportation & Community Engagement

LONG TERM PROJECTS - BEYOND 2022

Dans to Jans	This location continues to be prioritized, but because of future construction staff and PAAB are waiting to coordinate with Transportation Planning and Walkability. Long Term project.	\$30,000 + Funding TBD.	TBD	Transportation (Walkability)
Arts & Culture District Planning	PAAB wants to continue to be involved in this discussion and looks forward to long term planning in the district. Rather securing a significant work of art, or starting art programs in the district, PAAB wants to take time to develop programs, funding, partnerships etc in the area.	TBD	TBD	Social Equity, Housing, Transportation, Energy - Citizen Wellbeing & Community Involvement

ONGOING PROJECTS

Donation Proposals	PAAB reviews proposals as they are recieved.	Will discuss funding options to bring back to Council.	Ongoing	Community Involvement
Resiting Artwork (or decomission)	PAAB anticipates needing to resite Olympic Legacy sculpture in the Arts and Culture District, as well as two works of art at the Park Avenue Bus Shelters. MARC deinstallation is expected to be completed in 2021.	Will discuss funding to resite.	Summer 2021	Community Involvement
Maintenance Repairs	Maintenance and Repairs are fundamental and ongoing in the collection. In 2021 PAAB and staff anticipate cleaning the China Bridge Murals, and focusing on the School of Fish on Posion Creek.	\$5,000 - Operational funds.	Summer 2019	PAAB Mission

OUTREACH, ENGAGEMENT & MEDIA

Community Engagement & Outreach	Each meeting, one board member will select their favorite piece of art in the collection. Monthly, we will spotlight a piece from the collection via the City's Social Media. Additionally Arts Council will also highlight the board's top picks each month.	Staff time, in coordination with City Communication Team and Arts Council	Begin May 2019 (review list to current)	Community Engagement
Library Art Rail Exhibit	Library Exhibits are organized through Park City Library. Annually they have invited a member of the PAAB to sit on the exhibit selection committee. PAAB rotates this position each year and they report back to PAAB.	Library Staff leads	Annual Review	Community Involvement

PROJECTS THAT ARE ON THE LIST BUT HAVE NOT BEEN PRIORITIZED AT THIS TIME

Trail Connections	Project can be formed by the Public Art Board. Goal of this initial proposal was to create artwork along Poison Creek to help with way finding, creating sense of place and link our community together, but the board is open to exploring other ideas as the opportunities come up.	TBD - \$30,000 to \$60,000		Transportation (Walkability)
Temporary Rotating Murals	Location TBD, idea is for Swede Alley. Would need private property permissions potentially. Need to explore funding mechanism, may need grant funds for temporary work. Example includes Stick'em Up in Jackson Hole http://jhpublicart.org/exhibitions/stickum-up/	Estimated Costs \$10,000	TBD	Community Engagement
Dog's Town	With a town who loves dogs, idea is to incorporate dogs into an art project. Perhaps 3 dog statues on Main Street at various parts of the street showing a dogs life or different types of dogs. We have lots of miners, skiers, bikers etc in our artwork, but we dont have our four-legged best friend. Could also be around trails or something.	Estimated cost TBD, might be a theme we can pick up.	TBD	Community Engagement/ Culture
Rotating Outdoor Exhibit	There are several art pads available through Park City. Some have power connections. They were installed as requested by the board so that we could have a rotating art exhibit in these locations. Some of the pads do hold permanent works.	TBD	TBD	Community Engagement
Electronic Archive of Submissions	This was requested by some board members back in 2015. Part of this discussion was specifically at subscribing to a submission achieve database to help track the submissions we receive so that we can refer back to them.	TBD	TBD	PAAB Mission

PAAB Budget Update November 2021

PAAB Budget Update November 2021		
Budget Item	Amount	Notes
General Funds (CIP, Unrestricted):	\$220,948.37	3 year allocation (2015, 2016, 2017 Cp0089-031450) Combined with previous 2014 CIP Balance (Cp0089-031450), FY 2020 \$100,000 Allocation, FY 2022 \$50,000 Allocation
Lower Park RDA, Restricted	\$77,748.50	3 year allocation (FY16, 17, 18) Cp0089-03345, includes remaining Library 1% as those funds are restricted to Lower Park RDA
Total PAAB 'General Funds' Budget Balance	\$298,696.87	
1% Funding		
Deer Valley Drive II Beautification 1%	\$7,725.00	remaining in project budget.
Main Street Improvement Estimated Total 1%	\$90,000.00	Confirmed with Budget Department
Total 1% Funding	\$97,725.00	
Grant Funding		
No current grants	\$0.00	
Total Grant Funding	\$0.00	
Operational Funding	\$2,664.29	Removed marsac tree maintenance, Lucy art maintenance, DV tunnel repair, piano maintenance and mural maintenance on poison creek
Total Operational Funding	\$2,664.29	Removed restriction of deadline to spend funding. Original amount removed from CIP above
Total Public Art Budget Balance	\$399,086.16	Total Budget
Expenditures	Cost	Notes
Library Project (July 2015) 1%	\$60,251.50	July 2015 (total 1% amount was \$68,000.00)
Quinn's Public Art (September 2015) CIP	\$85,622.00	September 2015
Maintenance DV Dr. Tunnel Repair (March 2016)	\$409.71	March 2016
PC MARC Project (October 2018)	\$6,468.00	\$6,468 has been released. This was a 1% allocation from PCMARC solar rennovations.
China Bridge Mural Project (October 2018)	\$40,000.00	\$40,000 has been released - removed from General Funds above.
Maintenance Lucy Moosey (July 2018)	\$200.00	July 2018 - removed from Operational Funding. Estimated additional costs that will be removed to place Lucy are estimated at \$1,000.
Window Display - Olympic Legacy	\$17,000.00	Project Completed, funding removed from grant projects
Concrete Pad for Lucy Installation	\$2,000.00	Removed from Capital Funds
Maintenance Marsac Art Poles/Trees (July 2018)	\$426.00	June 2018 - removed from Operational Funding
Utility Box Project	\$22,665.63	\$3,600 has been released to artists and \$19,065.63 to the printing services contractor - removed from General Funds
Creekside Water Plant Public Art	\$26,500.00	\$19,000 from Public Art Capital Budget, \$6,500 from Water Dept
McPolin Tunnel Mural	\$10,000.00	\$10,000 has been released to artist and Removed from CIP funds above
Transit Center Tunnel	\$10,000.00	From Capital Budget
Utility Box Artwork Framing	\$3,000.00	Paid to frame works from Utility Box Artwork to display in City Hall
Maintenance Poision Creek Murals	\$2,800.00	removed from Operational funding above.
Chuck Landvatter, Mural Maintenance	\$500.00	removed vandalism from poison creek mural
Inventory	\$10,000.00	Project began, Minda to update funding released. Removed from General Fund.
Art District Fencing Artwork	\$2,400.00	from Capital Budget
Inventory Retainer	\$5,000.00	Paid \$850 based on current work so far.
Martinez Sculpture Site Prep	\$5,000.00	from Lower Park RDA funds.
PCMARC Deintall	\$10,000.00	estimated - capital budget
Lucy the Moose Repairs	\$500.00	from Capital Budget
Total Expenditures	\$320,742.84	

Total Expenditures (since 2015) = \$320,742.84

- NOTES
- PC MARC Project estimated funding comes from 1% of Solar Project at PCMARC (\$4,268), and General unrestricted funds (\$7,738) and not included in the General Fund or 1% budget above.
 - Utility Box Project funding comes from Public Art General Funds.
 - Operational Account for Maintenance, Piano Contract & Restaurant Tax Grant Projects has been created by moving \$7,000 from the PAAB General Fund CIP
 - McPolin Barn Renovation 1% was been confirmed at \$11,931, and moved from 1% funding to CIP unrestricted funds.
 - \$19,000 removed to expenditures for Creekside Water Treatment Plant. Water covered the rest of the project.

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Approve Resolution 26-2021, a Resolution Proclaiming November 11, 2021, as a Day to Honor Veterans in Park City, Utah
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Veterans' Day Staff Report](#)

[Exhibit A: Veterans' Day Resolution](#)



City Council Staff Report

Subject: Veteran's Day Resolution
Author: Michelle Downard, Resident Advocate
Department: Executive
Date: November 11, 2021
Type of Item: Administrative

Summary Recommendation

Approve a resolution recognizing November 11, 2021, as Veteran's Day to honor the service and sacrifice of veterans who have honorably served in the United States Armed Forces.

Background

Armistice Day was initially celebrated in the United States on November 11, 1919, to recognize the end of World War I. Armistice Day was renamed Veterans Day on June 1, 1954, in honor of all people who have served in the United States Armed Forces.

Analysis

Park City is a community that welcomes all individuals and recognizes the benefit of diverse backgrounds and experiences. Veterans provide valuable skill sets, work ethics, core values, and experiences that strengthen our community.

Park City recognizes the sacrifice of veterans who risk their safety and dedicate their service to our country.

A Veteran's Day 2021 Resolution demonstrates Park City's support for veterans who have served our country with honor and deserve our gratitude. Council joins the community in honoring our veterans this Veterans Day.

Exhibit A- Veteran's Day 2021 Resolution

Resolution No. 26-2021

**RESOLUTION PROCLAIMING NOVEMBER 11, 2021 AS A DAY TO HONOR VETERANS
IN PARK CITY, UTAH**

WHEREAS, the Congress and President of the United States have designated November 11, as Veterans Day to honor the service and sacrifice of the many Veterans who have safeguarded our country; and

WHEREAS, Veterans Day was originally proclaimed in 1919 as Armistice Day, recognizing the end of World War I; and

WHEREAS, in 1954 Armistice Day was changed to Veterans Day as a day to honor all veterans; and

WHEREAS, Park City residents have served in conflicts around the world, including World War I, World War II, Korea, Vietnam, Iraq, and Afghanistan; and

WHEREAS, Park City is proud to have local Veterans with valuable skill sets, work ethics, core values, and experiences that strengthen their communities.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council hereby proclaim November 11, 2021, as a day to honor and recognize the valor and sacrifice of all our veterans. All residents are also asked to pay tribute to our wounded, our missing, our fallen, and their families—men and women who have known the true costs of conflict and deserve our deepest respect. These commitments to those who have served are commitments we must honor not only on Veterans Day but every day. As we do so, let us reaffirm our promise that when our troops finish their tours of duty, they come home to an America that gives them the benefits they have earned, the care they deserve, and the fullest opportunity to keep their families strong and our country moving forward.

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

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Amanda Angevine

Submitting Department: Ice Rink

Item Type: Staff Report

Agenda Section:

Subject:

Outdoor Ice Rinks

Suggested Action:

Attachments:

[Outdoor Ice Rinks Staff Report](#)



City Council Staff Communications Report

Subject: Outdoor Community Ice Sheets
Author: Amanda Angevine, Ice Arena General Manager
Department: Ice Arena
Date: November 11, 2021

The Ice Arena, with support from Recreation and Parks Department, is excited to offer a new pilot program this winter, creating free outdoor ice-skating rinks within Park City limits.

Temporary outdoor ice has long been requested by members of the public and considered by staff and the Recreation Advisory Board provided staff time and resources allowed. This winter, the staff is excited to create a pilot program and temporarily provide citizens access to outdoor recreational ice skating and pond hockey during the peak of the winter sports season when such programming is in high demand at the indoor ice facility. In addition, demand for ice skating historically increases during an Olympic year and having three rinks at City Park will help to meet increased demand.

The concept is similar to the tremendously popular skating pond at Willow Creek Park in the Snyderville Basin. The City Park location will be the only free ice in Park City proper, removing a potential barrier to participating at the indoor ice arena. With free access, this program promotes social equity initiatives and creates a new winter gathering place for the community.

Creating a new outdoor venue focused on locals and residents is an exciting opportunity to expand existing services for relatively little cost. Accordingly, recreation has purchased three, 60 ft by 10 ft, non-refrigerated outdoor rink kits to be installed on the three tennis courts at the northeast corner of City Park. The cost for each kit was \$6,632 and was paid for with the City Park CIP budget. Other expenses for the pilot program will be paid for out of the Ice Arena's existing budget. Staff will consider making budget requests in the future if additional funding would enhance the quality and service to the community.

The site was selected because of the ability to lock the fence and restrict access when the ice surface is unsafe or when doing so could result in damage. Another benefit of this location is the available lighting, extending the utilization of the ice into the evening hours, but not creating a new lighting system or requesting additional hours of operation.

The timing of the installation is targeted for early December but weather dependent. The outdoor ice will remain operational until seasonal conditions are no longer favorable, possibly as late as March, and at which time the kits will be removed. The tennis and

pickleball courts will not be disturbed by the winter activation, and daily access is dependent on ice conditions to ensure the safety of users and to maximize the seasonal life of the surfaces.

The fence around the ice surfaces will be unlocked by Ice Arena staff daily with public access following any necessary snow removal and ice maintenance. The targeted opening time is 10am to 10pm daily. Staff anticipates that some days, particularly likely in the Spring, the facility may not open until the evening due to surface conditions during the day.

Ice maintenance will be facilitated by Ice Arena staff and volunteers. The staff has researched similar outdoor surfaces and outlined a basic operational plan; however, every site presents different challenges and opportunities which we will gain a better understanding during the inaugural season.

The Ice Arena will use social media (@ParkCityIceArena) to report hours of operation and ice surface conditions. The Ice Arena's Front Desk will also be a resource to check the status of the outdoor sheets answer any questions, and signage will be posted onsite. Skaters must bring their own ice skates and equipment such as helmets, protective hockey equipment, hockey sticks, and pucks. Pond hockey nets will be provided by the Ice Arena and kept on site. Skate rentals will not be available.

The staff is looking forward to this pilot season and hopes to create a new winter gathering spot for residents for years to come.

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Three-Year Contract with EMG Management to Manage all City-owned, Employee Residential Units in an Amount Not to Exceed \$63,000 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Property Management Contract Staff Report](#)

[Exhibit A: EMG Three Year Contract](#)

City Council Staff Report

Subject: Contract for Property Management Services
Author: Rhoda Stauffer, Affordable Housing and Kim Fjeldsted, Transit
Date: November 11, 2021
Type of Item: Administrative

Recommendation

Approve a 3-year contract with EMG Management to manage all City-owned, employee housing units. The fee to manage 49 units shall not exceed \$63,000 for three years.

Executive Summary

Employee housing within Park City Municipal limits has served as a very important tool for the recruitment and retention of employees. Park City has two main employee housing programs: the first is used to recruit and retain new full-time and existing employees and overseen by the Affordable Housing Department; the second is dedicated to the Transit Department for seasonal transit employee recruitment and retention. Between the two programs, Park City owns 49 individual units:

- Transit Department:
 - o 2015 Prospector Avenue, Park City, UT 84060 (23) – Studios in Prospector
 - o 1616 Shortline Road, Park City, UT 84060 (13) – Studios in Iron Horse facility
 - o 516 Marsac Avenue, Park City, UT 84060 (5) – Formerly the Peace House and dormitory style
- PCMC Affordable Housing Program:
 - o 1941, 1983, 1995, 1998, 2031 Cooke Drive, Park City, UT 84060 (5) – 2- and 3-bedroom duplexes
 - o 1465 Park Avenue #8, Park City, UT 84060 (1) – 3-bedroom condo
 - o 1330 Woodside Avenue, Park City, UT 84060 (1) – 4-bedroom single family
 - o 1302 Norfolk Avenue, Park City, UT 84060 (1) – 2-bedroom single family

The Affordable Housing Team contracts with a property management firm to manage the PCMC units. This includes management of leases, maintenance of properties, attention to emergency repairs, collection of rents, and management of security deposits. The current contract is set to expire on December 31, 2021.

The Transit Team manages their units in-house. As the number of units has increased, more time is required of supervisors and management, which takes them away from their primary roles in Transit. To better coordinate occupancy and management of all PCMC units, staff recommends contracting with a qualified property management firm for all units. This will significantly reduce the burden on Transit.

Background/Analysis

Staff issued a Request for Proposals (RFP) for property management services and received two proposals: EMG Management and Sellers Group. Both firms are highly qualified to manage rental properties, and EMG Management was selected due to price.

Firm	Base fee	Notes	Estimated Monthly fee
EMG Management	5% of all income	No charge for vacant units	\$1,450 to \$1,800*
Sellers Group	\$65 per unit		\$3,240

*EMG's fee will depend on the vacancy rate.

Rental income and payment for expenses (maintenance, utilities, HOA fees, etc.) will be split between the two programs based upon ownership of units.

Funding

Funding for this contract will come from rental receipts.

Attachments

Attachment A- Proposed Contract with EMG Management

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
FOR PROPERTY MANAGEMENT SERVICES**

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 1st day of January 2022, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and EMG MANAGEMENT, a Utah corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **SIXTY-THREE THOUSAND Dollars (\$63,000)**.

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2024, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be withdrawn from monthly rental payments for applicable leases. Monthly account statements shall include the following: monthly management fee (5% of income) and itemized accounts of out-of-pocket expenses for maintenance and management of the properties.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “**Exhibit B,**” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- E. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense,

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the 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) per occurrence and Three Million Dollars (\$3,000,000) 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

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

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

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

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

11. NONDISCRIMINATION.

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

13. CHANGES.

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

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

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

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

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

22. COUNTERPARTS.

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

23. ELECTRONIC SIGNATURES.

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

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES 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, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

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

**PARK CITY MUNICIPAL CORPORATION
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STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 20____ at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

- Conduct ordinary and usual business affairs of City relating to the management, leasing and operation of Properties and implement, or cause to be implemented, the policies of the City for the conduct of such business affairs in accordance with the guidelines provided.
- Where necessary contract for gas, electricity, water and such services as necessary for the proper operation which may vary depending on the Property.
- Keep Properties in clean and sightly condition and make (or cause to make) all repairs, alterations, replacements, and installations as approved by the City.
- Notify the City promptly of any personal injury or property damage occurring to or claimed by any tenant or third party with respect to the Properties.
- Receive and collect rent and all other monies payable to the City by all tenants and licensees in the Properties.
- Institute all necessary legal actions or proceedings for the collection of rent or other income from the Properties.
- Notify the City immediately of any fire, accident, or other casualty, condemnation proceedings, rezoning or other governmental order, lawsuits or threat thereof.
- Prepare and submit to the City monthly financial reports relating to the management and operation of the Properties.
- Maintain proper records with respect to leasing, management, and operation of the Properties (i.e., receipts, disbursements, etc.).
- Ensure control over accounting and financial transactions as is reasonably required to protect the City’s assets from loss or diminution.
- Services performed to be held in confidence and not to use or disclose to others any confidential or proprietary information of the City including but not limited to data, information, plans, programs, processes, costs, etc.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Execute, administer and enforce terms of all rental agreements, in compliance with federal, state and local laws and make executed agreements available to the City as needed.
- Provide 24-hour emergency contact for emergency repairs and report emergencies to the City by the next business day.
- Monitor Properties on a regular basis for repairs and preventive maintenance, and after conferring with the City, contract with to provide repair, maintenance, janitorial, landscaping and pest control services, as needed.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Extra work not included in this Contract and requested by the City shall be billed at no more than
\$35 per hour.

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Tate Shaw

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Adopt Resolution 25-2021, a Resolution Adopting the Urban Park District Master Plan with the Intent to Limit Zoning Changes, the Sale of and/or Material Changes to Four City Parks and the Park City Municipal Golf Course
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Urban Park Zoning Master Plan Staff Report](#)

[Exhibit A: Urban Park District Master Plan Resolution](#)

[Exhibit B: Urban Park District Master Plan](#)



City Council Staff Report

Subject: Consideration of a Resolution to adopt the Urban Park District Master Plan
Authors: Tate Shaw, Assistant Recreation Director
Department: Recreation Department
Date: November 11, 2021
Type of Item: Legislative

Recommendation

Review, discuss, and consider adopting the Urban Park District Master Plan with the intent to closely regulate any zoning changes, sale of, or material changes to the use of four City parks and the Park City Municipal Golf Course.

Background

City Park, Rotary Park, Prospector Park, Creekside Park, and the Park City Golf Club are critical features of our community, providing open space, active and passive recreational opportunities, and expressing a statement about the character and vitality of Park City. To help protect public parks for generations and to provide the community with a voice and a platform if public parks are ever considered for other uses, City Council adopted Ordinance 2020-39 in November, 2020 ([Staff Report, Minutes](#) p.5-7). This Ordinance created a protective Urban Park Zoning District and rezoned four City parks and the Park City Golf Course —Rotary Park, Creekside Park, Prospector Park, City Park, and the North and South Parcels of the Municipal Golf Course —from Recreation Open Space to the Urban Park Zoning District.

During the November hearing, it was also determined that if the Council adopted Ordinance 2020-39, staff would amend the Local Parks Preservation Master Plan (draft plan) to reflect the new Urban Park Zoning District and then bring the Plan to the Council for approval. For continuity with the Urban Park Zoning District, the Plan title has been changed from the Local Parks Preservation Master Plan to the Urban Park District Master Plan. This has been a collaborative work-in-progress for several years.

March 2017: During Recreation Advisory Board (RAB) Visioning with City Council, Council asked RAB to form a sub-committee to research measures to protect public parks short of a third-party conservation easement. This was due to the recent protective easement that the City placed on the Library Field. [Staff Report, Minutes p. 8-10](#).

June 2018: During RAB Visioning with City Council, the Park Preservation Sub-Committee recommended additional protections of public parks through the development of a Local Parks Preservation Master Plan.

March 2019: The RAB Sub-Committee presented a draft [Local Parks Preservation Master Plan](#) (the draft Plan) to City Council. To protect important public parks for generations to come without requiring a third-party conservation easement.

City Council was supportive of the efforts to develop the draft Plan, but recommended that the Recreation staff work with the Planning Department to clean up the Recreation Open Space Zoning District to further protect public parks.

March 2019 – December 2019: Recreation staff, the RAB Sub-Committee, and the Planning Department reviewed the City's Zoning Districts and determined that the best solution to protect unwanted development of parks would be to create a new Zoning District, the Urban Park Zoning District. The Urban Park Zoning District blends Protective Open Space and Recreation Open Space Zoning regulations and implements further protections that support the draft Plan.

January 2020: City Council conducted a work session and expressed support for the creation of the Urban Park Zoning District. Council directed staff to bring the proposed Zoning District before the Commission for review and recommendation ([Staff Report; Minutes](#), p. 2-3).

May 2020: The Planning Commission conducted a work session on the Urban Park Zoning District. The Commission recommended further review and more standards outlining Height, Setback, and other zoning regulation restrictions. ([Staff Report; Minutes](#), p. 2-8).

July 2020: The Planning Commission unanimously forwarded a positive recommendation for City Council's consideration to adopt Ordinance 2020-39 to create an Urban Park Zoning District and to rezone five City parks to the Urban Park Zoning District. The Commission wanted to ensure that their recommendations from the May work session were incorporated into the final redlines. The Commission specified that they wanted the Recreation Open Space Setback restrictions outlined in Land Management Code [§ 15-2.7-3](#), *Lot and Site Requirements*, and Height restrictions outlined in Land Management Code [§ 15-2.7-4](#), *Building Height*, to be included in the Urban Park Zoning District. The final redlines (Exhibit A, Attachment 1) reflect the Recreation Open Space Setback and Height restrictions. ([Staff Report; Minutes p.38-43](#)).

August 2020: At the August 4, 2020, Council meeting, the RAB Sub-Committee presented on the positive recommendation from the Planning Commission to adopt Ordinance 2020-39. City Council was generally supportive of the efforts, but wanted to ensure that additional vetting and changes were made to the zone.

September 2020: On September 17, 2020, staff recommended the City Council **continue** the consideration of adopting Ordinance No. 2020-39 to create Land Management Code Chapter 15-2.26 for a new Urban Park Zoning District, and to re-

zone five City-owned public parks from Recreation Open Space to the Urban Park Zoning District to a date uncertain.

Additional work needed to be done by the Recreation and Planning Departments on the proposed Land Management Code Amendment. This work included definitions as well as allowed and conditional uses.

November 2020: On November 19, 2020, City Council adopted Ordinance 2020-39, which created a protective Urban Park Zoning District and rezoned four public parks and the Municipal Golf Course—Rotary Park, Creekside Park, Prospector Park, City Park, and the North and South Parcels of the Municipal Golf Course—from Recreation Open Space to the Urban Park Zoning District. ([Staff Report, Minutes](#) p.5-7). With the adoption of Ordinance 2020-39, the Council put protective measures in place for the 182 acres park space. It was also determined that if the Council adopted Ordinance 2020-39, staff would amend the Local Parks Preservation Master Plan to reflect the new Urban Park Zoning District and will bring the Plan to the Council for ratification.

Analysis

Formerly known as the Local Parks Preservation Master Plan (draft plan), the new title of Urban Park District Master Plan speaks directly to the new Urban Park Zone that was adopted with Ordinance 2020-39. The Urban Park District Master Plan details the following:

- operation and management oversight
- process of zoning changes or sale of property
- easements and Use Agreements
- process to add park spaces to the plan
- specific details pertinent to each park space
- prohibitions
- governing Requirements

Upon further review and under the State of Utah's Land Use, Development, and Management Act (commonly referred to as LUDMA), only a legislative body may amend:

- (a) the number, shape, boundaries, area, or general uses of any zoning district;
- (b) any regulation of or within the zoning district; or
- (c) any other provision of a land use regulation.

To comply with LUDMA, the previously proposed voter referendum requirement was unfortunately removed.

The Governing Requirement language was updated to control any sale, change of ownership or change in zoning by now requiring that no decision may occur before a non-binding opinion question is submitted to the registered voters of Park City and until at least six (6) months after the conclusion of a public hearing in order to provide an opportunity to explore other alternatives to the proposed sale, change of ownership, or change in character.

The Urban Park District Master Plan provides an outline of operation and the process for the Community voice to be heard if the parks are ever proposed for a different use.

Additions have been made to note governing requirements, improvements, easements and the need for potential use agreements as they pertain to certain properties. These are based on discussions with city staff that may need attention including but not limited to Sullivan Road in City Park as well as the replacement or enhancement of existing biocell and wetlands consistent with required monitoring and maintenance requirements.

Exhibit

Exhibit A: Urban Park District Master Plan Resolution

Exhibit B: Urban Park District Master Plan

RESOLUTION TO ADOPT THE URBAN PARK DISTRICT MASTER PLAN WITH THE INTENT TO LIMIT ZONING CHANGES, THE SALE OF AND OR CHANGES TO FOUR CITY PARKS AND THE PARK CITY MUNICIPAL GOLF COURSE WITHIN THE CITY LIMITS OF PARK CITY, UTAH

WHEREAS, City Park, Rotary Park, Prospector Park, Creekside Park and the Park City Golf Club are critical features of our community, providing open space, active and passive recreational opportunities, and expressing a statement about the character and vitality of Park City, Utah to visitors and residents alike; and

WHEREAS, because of the importance of park spaces to the community, the City Council authorized the Recreation Advisory Board and City staff to examine uses to determine and implement protective measures that are viable; and

WHEREAS, public hearings were conducted with the Recreation Advisory Board, Planning Commission and the City Council to determine support; and

WHEREAS, the City Council approved a resolution stating: Utilizing Park City's Municipal Code and zoning requirements first, any future changes in the 'recreation and open space' character, approved and/or conditional uses of noted parks and/or zoning changes shall be further restricted;

NOW THEREFORE, the City Council hereby approves and adopts the Urban Park District Master Plan attached as Exhibit B with the following procedures:

No sale, change of ownership or material change in the 'recreation and open space' character of current Urban Park Zoning Districts pertaining to the City-owned properties included in this Urban Park District Plan, or changes in the intent of this Plan to protect park spaces may occur before a non-binding opinion question is submitted to the registered voters of Park City and until at least six (6) months after the conclusion of a public hearing in order to provide an opportunity to explore other alternatives to the proposed sale, change of ownership, or change in character.

Nothing in this provision shall affect bonds currently secured by the property or preclude or hinder the City using this property as security or collateral for future bonding, as long as the basic intent of maintaining recreation and open space is upheld.

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

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder



Urban Park District Master Plan

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ACKNOWLEDGEMENTS

Park City Municipal Corporation

Tate Shaw- Assistant Recreation Director
Ken Fisher- Recreation Director
Alexandra Ananth- Senior Planner
Rebecca Ward- Senior Planner
Heinrich Deters- Trails and Open Space Manager
Bruce Erickson- Planning Director
Vaughn Robinson- Golf Manager
Clint Dayley- Parks Manager
Jarren Chamberlain- Parks Superintendent

Park City Council

Andy Beerman, Mayor
Becca Gerber
Tim Henney
Steve Joyce
Nann Worel
Max Doilney

Park City Recreation Advisory Sub-Committee

Jane Campbell
Eric Hoffman
Ed Parigian

EXECUTIVE SUMMARY

Local recreation and open spaces are crucial to the vitality, character and sense of community Park City provides. These spaces are deemed important and referenced in Park City Municipal's General Plan and Municipal Code. The primary objective of this Urban Park District Master Plan is to preserve and enhance City Park, Rotary Park, Prospector Park, Creekside Park, and the Park City Golf Club.

The goals of the plan are to:

1. Protect, maintain, and preserve park spaces for future use.
2. Provide direction for review alongside the Interlocal Agreement for Joint Use of Recreation Facilities, and the City's General Plan and Land Management Code.
3. Outline the means to protect these park spaces and add additional park spaces when appropriate.
4. Define details for each location and its current use.
5. Define all Municipal Departments, Boards, Commissions or Councils and associated authority.
6. Define the public process, including community engagement, council approval and governing requirements.
7. Define who is responsible for 'Speaking for the Land':
 - Document Review, Amended Clauses, Timelines
 - Land Tasks (ex: inspections, maintenance, utilities, encroachments, easements, etc.)
 - Allowed uses within UPZ Zone
 - Approval and amendment process above and beyond UPZ Zoning Regulations
8. Define administrative allowances such as:
 - permitted events
 - amenity replacement
 - easements and use agreements
 - applicable improvements and adaptations or additional needs (ex: shade)
 - change in trends
 - temporary use for health, life and safety concerns (ex: wildfire staging)

DEFINITIONS AND REFERENCES

Land Tasks- Activity, maintenance or events based on community assessment and asset management.

Examples include:

- Irrigation Installation/Maintenance
- Utilities Installation/Maintenance
- Vegetation and Plant Material/Restoration
- Structural Repair/Replacement
- Public Improvement Easements

Administrative Allowances- Activity, amenity and structural uses or changes made that are in line with UPZ zoning requirements and the Land Management Code that give City Staff, Boards and Commissions opportunity to allow for temporary or permanent conditional use or change.

Examples include:

- permitted events
- amenity replacement or change in trends
- easements and use agreements
- additional needs or adaptations (ex: shade)
- temporary use for health, life and safety (ex: wildfire staging)

Governing Requirements- No sale, change of ownership or material change in the 'recreation and open space' character of current Urban Park Zoning Districts pertaining to the City-owned properties included in this Urban Park District Plan, or changes in the intent of this Plan to protect park spaces may occur before a non-binding opinion question is submitted to the registered voters of Park City and until at least six (6) months after the conclusion of a public hearing in order to provide an opportunity to explore alternatives to the proposed sale, change of ownership, or change in character.

Sale, Change of Ownership or Change in Character Process- No decision-making will be allowed unless a Public Hearing triggers the Governing Requirements. If a public hearing triggers the Governing Requirements, then a minimum of five (5) public meetings must be held during a six (6) month cooling off period coinciding with a non-binding opinion question submitted to all registered voters as noted in the Governing Requirements. The non-binding opinion question will be written by the Planning Department and Community Engagement Manager and submitted to the registered voters under the supervision of the City Recorder.

Zoning District Additions-

- Public process for Zoning Map Amendment
- Planning Commission positive recommendation
- City Council Approval

Prohibitions- It is prohibited to significantly impair or materially interfere with the recreational and open space values identified by each park represented or the intent of the overall Plan.

Park City General Plan- Goal 9- Parks & Recreation Pages 78-81:

Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors.

[Link: Goal 9- Parks & Recreation](#)

Goal 9 Objectives:

- 9A Maintain local recreation opportunities with high quality of service, exceptional facilities, and variety of options.
- 9B Locate recreation options within close vicinity to existing neighborhoods and transit for accessibility and to decrease vehicle miles traveled. Grouping facilities within recreational campuses is desired to decrease trips.

Park City General Plan- Sense of Community Pages 98-101:

[Link: Sense of Community](#)

Strategy: Access to Recreational Facilities- Park City offers its residents and visitors access to numerous recreational parks and facilities. Parks provide both passive and active recreational opportunities and usually contain playing fields, playgrounds or outdoor sport courts. These parks are used primarily by the residents of the neighborhoods in which they are located. Community parks are used by all members of the community for a variety of different recreational activities. Giving residents access to parks and very basic recreational opportunities is an appropriate and reasonable goal.

Park City Municipal Code- Land Management Code Chapter 15-2.26 Urban Park District

[Link: LMC Code Chapter 15-2.26 Urban Park Zone](#)

General Rules of Governance-

City Departments: Recreation, Golf, Parks, Public Works, Planning, Sustainability, Trails and Open Space, Economic Development, Special Events, Building, Building Maintenance, Public Utilities, Executive and Legal

- **Actions:** Administrative Allowances, Document Review, Amended Clauses, Timelines, Supportive Document Review, MOUs, Joint Use Agreements, Easements, Utilities, Encroachments, etc.

Boards/Commissions: Recreation Advisory Board,

- **Actions:** Research and Recommendations

Approvals: Planning Commission and City Council

- **Actions:** Approval and Decision Making Process

Park City Golf Club

Location:

1541 Thaynes Canyon Drive
135.32 Acres.
Parcel Numbers: PCA-1001-D-X, PCA-1001-6-X,
PCGCBNS-1-X

Current Use:

18 hole premier municipal golf course
Winter cross-country ski course

Hours of Use:

Open seasonally (typically April-October) from dawn to dusk.

Amenities:

Proshop, driving range, practice areas, restroom facilities

Maintenance and Improvements:

Golf and Parks Departments shall maintain the golf course, facilities and additional amenities according to maintenance standards and replacement programs including but not limited to activities, repairs, replacement, restoration and water needs. Public Utilities and the City Engineer shall manage the ponds, and waterways located within and adjacent to the property.

Administrative Allowances:

Under the supervision of the Golf Manager; the Golf Department Administrative team can approve the following allowances:

- permitted city sponsored events, amenity replacement through purchasing and approval processes, additional needs and change in trends.

Under the direction of the City Manager or designee allowances can be made pertaining to temporary use for health, life and safety concerns.

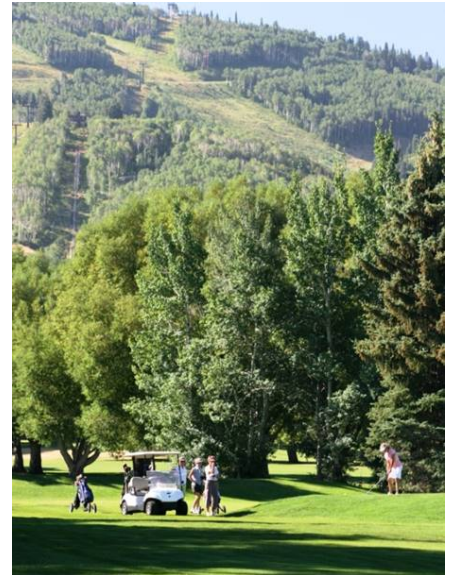
Scheduling and Coordination:

Course, Driving Range and Practice Areas: These facilities are generally not available for exclusive use. All programs, lessons and course start times will be scheduling and managed by the Golf Department.

Winter XC Skiing Concessionaire: These facilities are generally not available for exclusive use. All programs, lessons and course start times will be scheduling and managed by approved concessionaire.

Facility Use Guidelines for Events:

The facilities are not generally available for exclusive use with the exception of programs and events sponsored or hosted by the Park City Golf Club. The Golf Manager and Superintendent will coordinate all non-golf programming use or events with the city's Special Events department.



CREEKSIDE PARK

Location:

2392 Holiday Ranch Loop.
6.71 Acres.
Parcel Number: CRKSD-2-X

Current Use:

Active Neighborhood Park with regional amenities adjacent to McLeod Creek Trail.

Hours of Use:

Closed from 2 a.m. to 6 a.m., seven (7) days a week. Dirt Jump Park is open from dawn until dusk.



Amenities:

Restrooms, playground, picnic tables, pavilion, dirt jump bike facility, public AED, onsite parking, benches, walking path and trails

Maintenance and Improvements:

Recreation, Building Maintenance, Parks and Water Departments shall maintain the dirt jump park, facilities, playground and additional amenities according to maintenance standards and replacement programs including but not limited to activities, repairs, replacement, restoration and water needs.

Administrative Allowances:

Under the supervision of the Recreation Director; the Recreation Department Administrative team can approve the following allowances:

- permitted city sponsored events, amenity replacement through purchasing and approval processes, additional needs and change in trends.

Under the direction of the City Manager or designee allowances can be made pertaining to temporary use for health, life and safety concerns.

Scheduling and Coordination:

Creekside Park facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Dirt Jump Park: Park City Recreation sponsored programs have first priority and are the only entity that is permitted to have exclusive use of the facility. Scheduling will be managed by the Recreation Department.

Playground and Pavilion: These facilities are not available for exclusive use.

Facility Use Guidelines for Events:

Local and out of area user group events are generally not allowed at this venue. The facilities are not generally available for exclusive use with the exception of programs sponsored by Park City Recreation.

ROTARY PARK

Location:

35 Payday Drive.
2.82 Acres.
Parcel Number: PCA-108-C-X

Current Use:

Passive Neighborhood Park west of
Payday Drive

Hours of Use:

Closed from 2 a.m. to 6 a.m., seven (7)
days a week.



Amenities:

Restrooms, picnic tables, pavilion, charcoal barbeques, serving station, onsite
parking, walking path, grass space

Maintenance and Improvements:

Recreation, Building Maintenance, Parks shall maintain the park, facilities and
additional amenities according to maintenance standards and replacement
programs including but not limited to activities, repairs, replacement, restoration
and water needs

Administrative Allowances:

Under the supervision of the Recreation Director; the Recreation Department
Administrative team can approve the following allowances:

- permitted city sponsored events, amenity replacement through purchasing
and approval processes, additional needs and change in trends.

Under the direction of the City Manager or designee allowances can be made
pertaining to temporary use for health, life and safety concerns.

Scheduling and Coordination:

Pavilion and Park Reservation: These facilities including the entire park space
is available for exclusive use.

Facility Use Guidelines for Events:

Local and out of area user group events are generally allowed at this venue. The
facilities are generally available for exclusive use including programs sponsored
by Park City Recreation or Park City Municipal Corporation.

PROSPECTOR PARK

Location:

2500 Wyatt Earp.
4.67 Acres.
Parcel Number: PCA-3-3107-PC-X

Current Use:

Active Neighborhood Park with park amenities adjacent to the Rail Trail.

Hours of Use:

Closed from 2 a.m. to 6 a.m., seven (7) days a week.

Amenities:

Playground, picnic tables, shade structure, onsite parking, benches, walking path, grass space

Maintenance and Improvements:

Recreation, Streets and Parks Departments shall maintain the park, facilities and additional amenities according to maintenance standards and replacement programs including but not limited to activities, repairs, replacement, restoration and irrigation needs. The Environmental Sustainability or City Engineer shall maintain, replace or enhance the existing biocell and wetlands consistent with required monitoring and maintenance requirements

Administrative Allowances:

Under the supervision of the Recreation Director; the Recreation Department Administrative team can approve the following allowances:

- permitted city sponsored events, amenity replacement through purchasing and approval processes, additional needs and change in trends.

Under the direction of the City Manager or designee allowances can be made pertaining to temporary use for health, life and safety concerns.

Scheduling and Coordination:

Playground and Shade Structure: These facilities are not available for exclusive use.

Facility Use Guidelines for Events:

Local and out of area user group events are generally not allowed at this venue. The facilities are not generally available for exclusive use with the exception of programs sponsored by Park City Recreation.



CITY PARK

Location:

1400 Sullivan Road
32.59 Acres.
Parcel Numbers: SA-224-G-5-X, SA-235-1-X,
SA-224-2-X, SA-265-A-X (East of Park
Avenue), SA-400-4-1-X, SA-360-A-X



Current Use:

Active regional park with large scale amenities adjacent to Poison Creek Trail

Hours of Use:

Closed from 2 a.m. to 6 a.m., seven (7) days a week.
Skateboard Park is open from dawn until dusk.

Amenities:

Recreation and historic buildings, restrooms, playground, picnic tables, charcoal barbeques, pavilions, bandstand, skateboard park, sports lights, softball and rugby field, tennis courts, volleyball courts, basketball courts, public AEDs, onsite parking, benches, walking path, trails, sound garden, grass space.

Maintenance and Improvements:

Recreation, Building Maintenance and Parks Departments shall maintain the skateboard park, restroom facilities, playground, buildings, sports fields and courts and additional amenities according to maintenance standards and replacement programs including but not limited to activities, repairs, replacement, restoration and water needs. City Engineer and Public Utilities shall manage any roadway or utility easements pertaining to the park area, including but not limited to Deer Valley Drive, and Sullivan Road and Alley, as well as, the Silver Creek stream corridor.

Administrative Allowances:

Under the supervision of the Recreation Director; the Recreation Department Administrative team can approve the following allowances:

- permitted city sponsored events, amenity replacement through purchasing and approval processes, additional needs and change in trends.

Under the direction of the City Manager or designee allowances can be made pertaining to temporary use for health, life and safety concerns.

Scheduling and Coordination:

Scheduling of City Park facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted. Scheduling of City Park facilities (Skate Park, Pavilions,

Gazebo Area, Basketball, Jack Sutton Field, Rugby Field, Volleyball and Tennis Courts) will be managed by Park City Recreation. Other than pavilions and volleyball courts on the North End, the facilities are not generally available for exclusive use with the exception of special events approved by PCMC and programs sponsored by Park City Recreation.

Facility Use Guidelines for Events:

Local and out of area user group events are appropriate at this venue. Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Drop Load and Staging (DLS) Program Update
(A) Public Input

Suggested Action:

Attachments:

[Drop Load and Staging Zones Staff Report](#)

[Exhibit A: HPCA DLS Letter of Support](#)

[Exhibit B: Cost Analysis DLS Zones](#)

[Exhibit C: Map of DLS Zone Alternatives](#)

City Council Staff Report

Subject: Drop Load and Staging Zone Changes
Author: Jenny Diersen
Department: Economic Development
Date: November 11, 2021
Type of Item: Administrative

Recommendation

Provide direction on the preferred alternative for Drop, Load, and Staging (DLS) Zones.

Executive Summary

The [DLS program](#) is a Main Street permit system that works with ground transportation providers to effectuate the City's goals in public safety, transportation, congestion reduction, and accessibility on Main Street. In its third year, modifications continue to be made based upon stakeholder feedback and staffing costs to effectively manage Main Street traffic and congestion.

Based on feedback from the Economic Development, Parking and Police Departments, and stakeholders (including Historic Park City Alliance (HPCA) Exhibit A), several amendments to this year's program are under consideration. Expansions to the level of service and costs should be considered with the alternatives. Council can also consider its cost recovery goals (Exhibit B) before implementing any changes to this year's program (options, Exhibit C).

Any changes would take place the week of November 22, and the current DLS permit and operating system remain in place through December 31, 2021. 2022 permits will be available by the end of November and will continue to cost \$200/year.

Background

On [November 21, 2019](#) (p.263), Council approved [Ordinance 2019-55](#), which created DLS Zones and included code changes to sections pertaining to [4-8-1 For Hire Ground Transportation Licenses](#) and, [9-5-3 of the Parking Code](#) to create DLS permits. Staff completed [comprehensive education and outreach](#) and implemented the DLS Program on December 19, 2019. Constructive feedback was received from ground transportation companies, lodging properties, and Main Street businesses and was used to improve operations. Anticipating 200 permits, the program included [nine DLS zones](#) on the east side of the street, one west side zone by Grappa, and one DLS zone by Courchevel on Heber Avenue.

In early March 2020, as reflected on [March 5, 2020, Staff Communication](#) (p 47).nine zones were consolidated into [two larger zones](#) on the east side of the street. This created staffing and operational efficiencies There were 409 permit holders. Staff acknowledged concerns from Parking regarding enforcement not being sustainable without a funding source. At that time, HPCA did not support a zone on the west side of the street. With COVID 19 impacts, the program was suspended.

On [October 13, 2020](#) (Staff Communication p. 54), as part of a broad Old Town Winter Operations Update, the program was reinstated on November 19, 2021. There was one significant modification, supported by s Staff and the HPCA. This change was reverting a portion or 10 spaces of the large zone from Terigo to 350 Main, back to paid parking. Due to the financial impacts of the pandemic on transportation businesses, the City also reduced the cost of permits to \$100 and extended it to a year-round program for consistency for permit holders.

Analysis

The DLS program is one component of the City's overall transportation efforts. Based on data tracked by Kane Security, the City estimates 36,500 drop-offs annually in permitted DLS zones, which effectuates positive change reducing traffic circulation issues and increasing safety and operations of Main Street. The chart below illustrates 2021 data regarding the number of permits issued and enforcement statistics.

	Totals	
Number of Permits Issued 2021		
Total Number of DLS Permits (20/21)	184	
TNC (Total Number)	54	28%
Lodging (Total Number)	100	55%
For Hire Ground Transportation (Total Number)	31	17%
Enforcement Data 2021		
Parking DLS Tickets	64	
Parking DLS Warnings	76	
Police Traffic Stops	54	
Police Parking Problems	173	
Police Citations	43	
Police Impounds/Relocate (Tow) from DLS	0	

Important stakeholders in the overall management of the Main Street transportation ecosystem include the Park City Area Lodging Association (PCALA), HPCA, DLS permit holders, and various local ground transportation companies. Most of the stakeholders support the DLS program. Some Ground Transportation companies use free drop load and staging areas as they are concerned about costs to use the Main Street drop and load zones.

DLS - 15 Minute Parking

DLS Zones will remain free 15-minute parking for anyone during the daytime until 5 p.m. This maintains consistent curb-space for ground transportation companies and shuttles while providing space for customers to quickly access businesses on Main Street.

Free (No Permit Required) DLS Areas

Free drop and load and staging areas (no permit required) are central to the program's success and are located off Main Street. The free zones are:

- Brew Pub parking lot;
- Bob Wells Plaza & Swede Alley parallel spaces; and

- 9th Street Trolley Turnaround.

Staff continues to solicit stakeholder input on the effectiveness of the zones and majority support making changes some various of three alternatives. Staff seeks Council input on the following options based balancing transportation system and cost recovery goals.

Alternatives:

Alternatives two and three are not mutually exclusive:

1. Status quo. No changes.
 - a. Pro - Predictable for both users, enforcement staff, and cost and revenue implications.
 - b. Pro – may be able to reduce the need for Kane Security in the zones and depend on in-house staffing to manage. This would reduce operating costs by \$32,760.
 - c. Con – Rejects HPCA and majority of stakeholders “ask.”
2. Reduce the size of the existing DLS zone between 4th and 5th Street (Flanagan’s to Terigo) and relocate the DLS spaces north of the Bear Bench Walkway. The spaces south of Flanagan’s will return to public paid parking. HPCA and most stakeholders are supportive. The total cost increase is \$16,380 in Kane staffing, which is included in the existing budget.
 - a. Pro – Forgone revenue from paid parking remains the same (switching out the same number of parking spaces).
 - b. Pro – The Police Department observed the need for this zone need from DLS permit holders for better operations and safety.
 - c. Pro –Maintains traffic circulation northbound, away from the Hillside neighborhood.
 - d. Con – A new zone will take additional staff to manage and therefore increase costs (\$16,380 increase in Kane staffing).
3. Add a new DLS zone on the west side of Main Street, between 4th and 5th Streets. The HPCA Board has requested this change. No outreach with other stakeholders about this zone has been conducted. However, some requested the west side zone in initial outreach regarding adding the Bear Bench zone. This option requires an additional increase in Kane staffing of \$16,380 which is budgeted for, with additional forgone parking revenue estimated at \$28,880).
 - a. Pro – Additional DLS zones are likely to improve safety, traffic circulation, and management of the street. Some permit holders agree west side zones are needed.
 - b. Con - Additional staff necessary to manage and cost increase (\$16,380 increase in Kane staffing).
 - c. Con – Increases forgone revenue from paid parking. (\$28,880 annually)
 - d. Con - Potential Hillside neighborhood impacts. DLS zones were intentionally placed on the east side of the street to decrease traffic going up the street towards the residential zone.

Enforcement

The Parking and Police departments regularly staff the DLS Zones with supplemental staff from Kane Security on Fridays, Saturdays, and busy holiday weeks. With the addition of the two new zones, a total of four Kane staff will be needed on Friday and

Saturday nights, which will increase costs but remain within approved departmental budgets. In 2021, Kane Staffing costs in DLS zones were \$32,760. If Council is supportive of Options 1 and 2, the total for Kane Staffing in 2022 is estimated at \$65,520 (a \$32,760 increase) and within approved departmental budgets.

The Parking Department does not have the resources to expand its role in DLS management. Parking intends to request a part-time position to full-time to help manage the DLS program and additional parking and cross-department responsibilities (paid parking, trails management, residential enforcement, maintenance of parking facilities, etc.). The additional cost is estimated at \$30,000 and would require a budget adjustment. Changing this parking position may reduce the need for Kane Security if the DLS program stays status quo.

Cost Recovery & Increased Operational Cost of Expanding the DLS Program
Council should provide input on cost recovery for the DLS program (Exhibit B).

In 2019, the [Council decided to subsidize the initial estimated cost of \\$400 per permit](#) for a 4-month program. In 2021, the program was extended to 12 months.

- Options 2 and 3 increase administration costs to \$32,760, plus forgone parking revenue estimated at \$28,880.
- The Parking Department does not have the resources to expand its role in DLS management. They intend to seek half of a full-time position to help manage the DLS program and additional responsibilities (trails management, residential enforcement, etc.). The additional cost is estimated at \$30,000 and would require a budget adjustment. Changing this parking position may reduce the need for Kane Security if the DLS program stays status quo.
- Increasing DLS permit fees is not supported among permit holders. Staff recommends restoring the \$200 fee for new DLS permits, \$100 for renewal permits, and allowing DLS Permits to be transferable between registered vehicles, as adopted and part of the [Fee Schedule](#) 7.6 (p. 21).
 - Currently, there are 184 permits, which with the cost of enforcement and operations there is a significant subsidy with the level of enforcement and operations (\$1,800 per permit for the annual program). However, such subsidy is in return for an effective year-round program that improves circulation and safety. Staff anticipates some new DLS permits as the transportation industry recovers.

Funding

Funding for this program is budgeted within Police, Parking, and Special Events budgets. While currently budgeted for additional Kane Security needs, Council should consider cost recovery options specific to the Parking Department including possible lost revenue from paid parking and cost recovery goals for the DLS program.

Attachments

Exhibit A	HPCA DLS Zone Letter of Support
Exhibit B	Cost Analysis DLS Zones
Exhibit C	Map of DLS Zone Alternatives 2022



November 1, 2022

RE: Main Street DLS Zones

On behalf of the HPCA, we respectfully submit the following comments and recommendations regarding the DLS Zones on Main Street:

- It is our understanding City staff has received feedback from transportation companies that a DLS Zone is needed near the Bear Bench area. City staff is recommending that the current Zone in front of Park City Jewelers and Purple Sage be moved to this location. The HPCA supports this change.
- Currently Uber and other transportation drivers seem to flow up Swede Alley turn right into the Post Office parking, then left onto Main Street - from here they double park in the “Barmuda” area to drop of their quests causing a lot of congestion in this area. The HPCA recommends adding a DLS Zone on the west side of the street between 4th and 5th street in front of PC Live to addresses congestion in the “Barmuda” area.

Thank you in advance for your time and consideration. Please feel free to contact me if additional discussion is needed.

A handwritten signature in black ink that reads "Ginger Wicks".

Ginger Wicks
HPCA Executive Director

Exhibit B: Cost Analysis DLS Zones

Current Permitted DLS Zones					
Location	Number of Parking Spots	\$/day	Forgone Rev 12 mos	6 mos	4 mos
7th Street (East Side) - Atticus	3	\$20	\$21,600	\$10,800	\$7,200
4th to 5th (East Side) - Terigo to the Brick	8	\$20	\$57,600	\$28,800	\$19,200
Post Office Parking on Main	5	\$0	\$0	\$0	\$0
Subtotal	11		\$79,200	\$39,600	\$26,400
Optional New Permitted DLS Zones					
Bear Bench (East Side) - Fletchers to Willie Holdman Gallery	3	\$20	\$21,600	\$10,800	\$7,200
4th to 5th (West Side) - Woodbury Jewelers to PC Live	4	\$20	\$28,800	\$14,400	\$9,600
Remove 4th to 5th (East Side) - Terigo to Flanagans	4	\$20	\$28,800	\$14,400	\$9,600
Subtotal	7		\$21,600	\$10,800	\$7,200
Free Drop and Load Areas (Status Quo)					
9th Street Trolley Turn Around	0	\$0	\$0	\$0	\$0
Bob Wells Plaza	2	\$9	\$6,480	\$3,240	\$2,160
Swede Alley Parallel Spots at KPCW	9	\$0	\$0	\$0	\$0
Brew Pub Turn Around	4	\$0	\$0	\$0	\$0
Subtotal	15		\$6,480	\$3,240	\$2,160
Total Combined	66		\$107,280	\$53,640	\$35,760
Paid Parking Inventory					
China Bridge	600				
Main Street	175				
Rest of Downtown	225				
Total Parking Stalls	1,000				
Total Estimated Annual Revenue	\$2,400,000				
Enforcement Cost /Forgone Rev	12 months	6 months	4 months		
Police Enforcement	\$165,000	\$82,500	\$55,000		
Forgone Parking Revenue for Recommended DLS Zones	\$107,280	\$53,640	\$35,760		
Operational Costs (Sign Replacement, Parking Enforcement, Kane Security)	\$100,520	\$50,260	\$33,506.67		
Total Cost to Administer	\$372,800	\$186,400	\$124,267		
# of possible DLS permits/Ops Costs with 4 Zones	12 months	6 months	4 months		
100	\$3,728	\$1,864	\$1,242.67		
250	\$1,491	\$745.60	\$497.07		
500	\$746	\$372.80	\$248.53		
184 (current number of DLS permits)	\$2,026.09	\$1,013.04	\$675.36		
Average Use / Costs of DLS Zones					
Average daily use in permitted zones after 5pm (Kane Reporting)	100	100	100		
Total average use of DLS use after 5 p.m.	36,500	18,250	12,167		
Average cost per drop off	\$10.21	\$10.21	\$10.21		

Exhibit C Map of DLS Zone Alternatives

Permit renewals are in November

*Staff may suspend the program for events or other unforeseen circumstances.

CURRENT PLAN: Status Quo



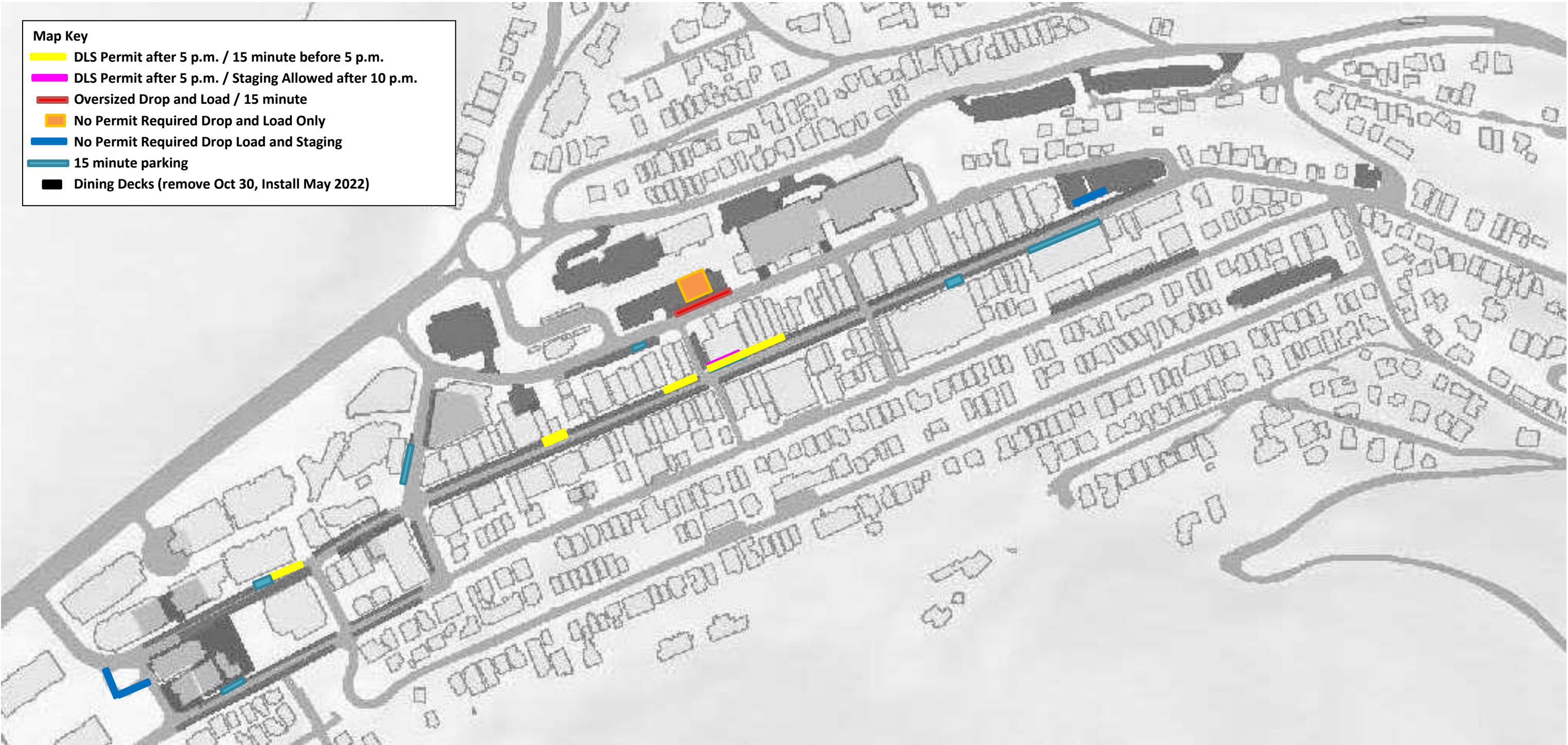
Permit renewals are in November
*Staff may suspend the program for events or other unforeseen circumstances.

CURRENT PLAN: Status quo with dining decks (May to October)



Permit renewals are in November
*Staff may suspend the program for events or other unforeseen circumstances.

Alternative 2: Consolidate zone between 4th and 5th Street and create a zone north of Bear Bench on the east side



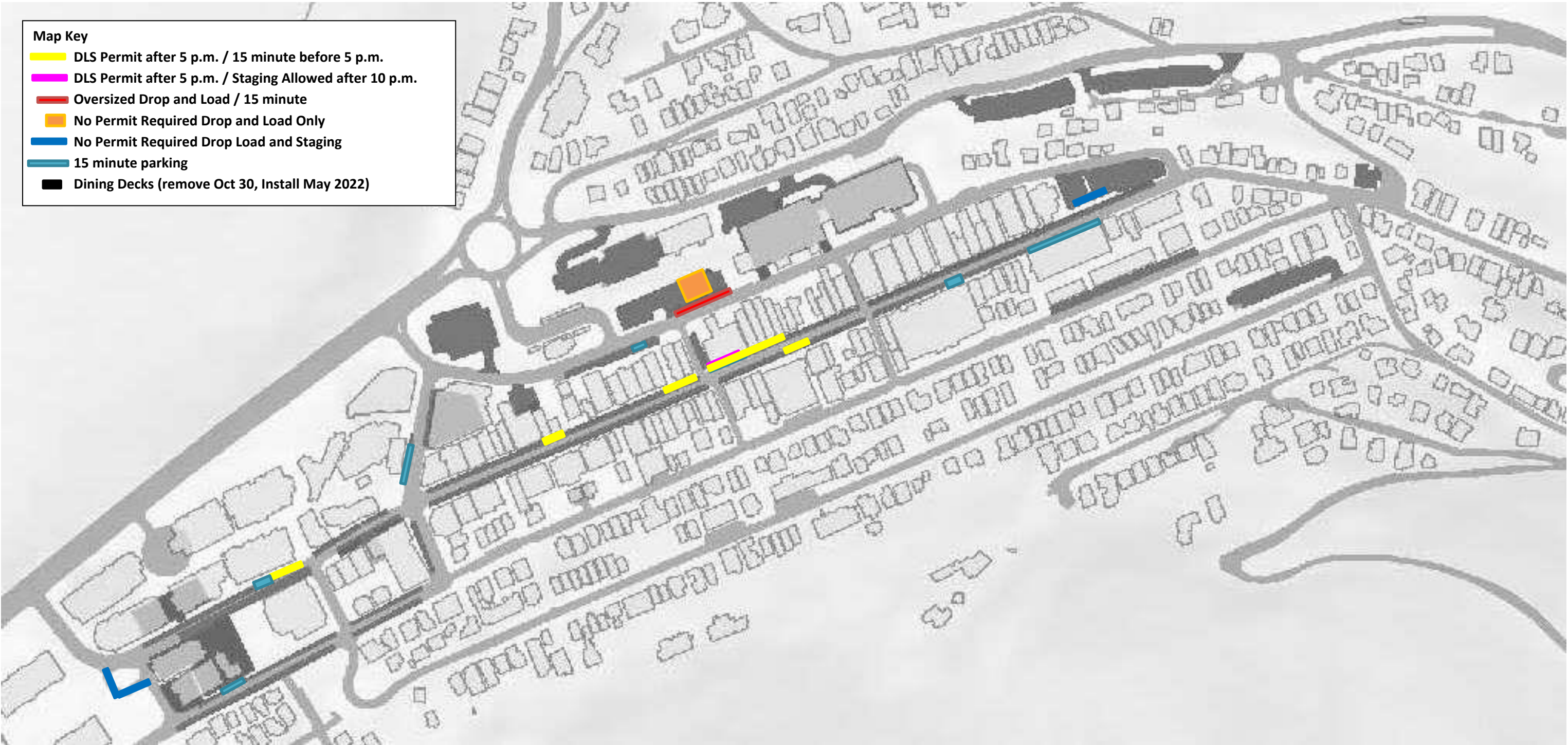
Permit renewals are in November
*Staff may suspend the program for events or other unforeseen circumstances.

Alternative 2: Consolidate zone between 4th and 5th Street and create a zone north of Bear Bench on the east side with dining decks (May to October)



Permit renewals are in November
*Staff may suspend the program for events or other unforeseen circumstances.

Alternative 3: Flanagan’s to the Brick (status quo), 7th Street – Atticus (status quo) , Bear Bench (new), West Side PC Live to Woodbury Jewelers (new) – return parking from Flanagan’s to Terigo to paid parking.



Permit renewals are in November
*Staff may suspend the program for events or other unforeseen circumstances.

Alternative 3: Flanagas to the Brick (status quo), Atticus at 7th Street (status quo), Bear Bench (new), west side PC Live to Woodbury Jewelers (new), return parking from Flanagan's to paid parking (with dining decks)



Council Agenda Item Report

Meeting Date: November 11, 2021

Submitted by: Elyse Kats

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Discuss Potential Live Park City Lite Deed Restriction Program
(A) Public Input

Suggested Action:

Receive a briefing, take public input, and provide additional consideration of a potential Live Park City Lite Deed Restriction Program. Staff will use the discussion, pending Council direction, to potentially return with the final construct of a pilot program for approval.

Attachments:

[Lite Deed Restrictions Staff Report](#)

[Exhibit A: Vail Economic Impact Study](#)

[Exhibit B: Lite Deed Restriction Language Draft](#)

[Exhibit C: Lite Deed Restriction Process and Funding Outline](#)

[Exhibit D: Draft Application](#)

[Exhibit E: Advisory Committee Resolution Language Draft](#)

City Council Staff Report

Subject: Live Park City Lite Deed Restriction Program
Author: Elyse Kats, Affordable Housing Specialist
Department: Housing
Date: November 11, 2021
Type of Item: Administrative

Recommendation

Receive a briefing, take public input, and provide additional consideration of a potential Live Park City Lite Deed Restriction Program. Staff will use the discussion, pending Council direction, to potentially return with the final construct of a pilot program for approval.

Executive Summary

The overall goal of the Park City Housing program is to facilitate a range of affordable, quality housing opportunities that meet the life cycle needs of persons at all economic levels. This is necessary due to the exceptionally high cost of living in Park City. Staff continues to research new tools to make progress on this goal using a variety of strategies.

The Lite-deed restriction program has been used successfully in other communities, such as Vail and Breckenridge. The program incentivizes new and existing residents to place owner-occupied or long-term rental only deed restrictions on their property in exchange for a cash payment from the City. The goals is to:

- Support full-time residents remaining in their homes instead of nightly rentals and second home ownership;
- Encourage long term investments in employee housing to create more inventory;
- Provide down payment assistance for those just out of the market; and
- Create an option for current homeowners to ensure their home offers the ability for future year-round residents to live and work in Park City in perpetuity.

This staff report provides background information and analysis of how the program could work in Park City and recommendations to move forward with the Live Park City - Lite Deed Restriction Program in Park City.

Background

Park City is amid a housing crisis. Over the past year, the average single family home price has risen 37% to 2.75M, according to the Quartey Market Study from the Park City Realtors. As demonstrated through the Vision 2020 process, residents believe that addressing housing affordability is among the highest policy priorities for municipal government. Accordingly, the City is taking a multifaceted approach to preserving and adding to the affordable housing inventory.

For instance, the City implemented inclusionary zoning requirements to offset housing impacts caused by large development projects and amended the Land Management Code to incentivize the private development of affordable housing in the Park City. Park City also built the following units since 2017: Woodside Park Phase I (7 units and 4 accessory units) and the Retreat at the Park (8 units). In addition, units were provided by the private sector as a result of inclusionary housing obligations. Deed restrictions were also purchased and placed on 23 units at the Prospector Condos and 11 units at the Central Park Condos. While significantly short of the 800 goal, this progress is considerable and demonstrates our commitment to furthering affordable housing initiatives in Park City

Deed restrictions are another tool to potentially increase – or at least maintain – the existing stock of housing for locals or year-round residents within the City. As proposed, the In-Deed Program would compensate homeowners who put a deed restriction on their home requiring that the property is either occupied by a) the owner who is a full-time resident of Park City (a minimum of 10 months out of the year), or b) a long-term renter (who leases the premises for at least 6 months) and who also work at least 30 hours per week within City limits.

These requirements reflect best practices learned from other jurisdictions. Intentionally, they target the individuals residing in the home, whether a long-term renter or owner is the occupant. Retirees would be exempt from the work requirement, and the deed restriction runs with the property in perpetuity. The fundamental goal is to create and lock-in year-round housing stock for local residents that are part of the community.

Importantly, these deed restrictions are different from the typical affordable housing deed restrictions used by Park City and other cities/towns. Since their focus is year-round occupancy, they do not contain income limits, appreciation caps, and other standard requirements. As such, they can result in some criticism and pushback when/if the resident is financially of means.

The value of each deed restriction depends on several variables. Valuations are based on a combination of fair market value and how the property's location and characteristics align with the City's goals. (In Vail and Breckenridge, compensation for placing the deed restriction on the property ranges from 16-17% of the home's appraised value, but in some cases deed restrictions were purchased at lower rates, such as from 14-15%). Homes that receive a lower payment likely did not meet the City's goals as closely as ones being paid more.

For example, a home not close to transit would likely yield a lower return than a home on a transit line. Appraisals would be done for each home before buying the deed restriction, and then the appraised value would be compared with the alignment of the City's goals to determine where the buying price of the deed restriction would fall. Staff will include any procedures required to follow any Utah specific law and GASB financial rules.

Staff presented the program to Council on July 15th, 2021. Council unanimously encouraged further research consideration of a pilot program.

Analysis

Council expressed concerns about how seniors and remote workers would be incorporated into the program. For seniors, the language of the affordable housing program qualifications would be replicated to allow for recent retirees who used to work full time within City limits to qualify. For remote workers, the guidelines match the current housing resolution. Remote workers could be considered for the program after 5 years of full-time residency.

Benefits of the Program

As other municipalities demonstrated, this program can help to incentivize full-time residency and increase long term rental opportunities by:

- Allowing for a mixed approach to deed restrictions in Park City. Because this program does not include income or appreciation caps, it is applicable to a broader cross-section of Park City residents;
- Creating a more vibrant community that has more full-time residents and fewer vacant second homes and nightly rentals throughout town;
- Lowering traffic levels – if more people live in town who also work in town, commuting is reduced; and
- Helping employee recruitment challenges by providing more workforce housing options.

The town of Vail conducted an economic development study that demonstrated the economic impacts that the Vail InDeed program had on the local community. A copy of the study is provided in Exhibit A of this report.

Users of the Program

Users range from existing and future homeowners to property investors and local employers. Existing homeowners could use the program to fund home repairs or make other improvements – and remain in their home and not convert them to nightly rentals or move away. Future homeowners could use the program as a form of down payment assistance. Property investors might look to the program as a resource for building long term rental stock in Park City that competes with nightly rental, and local employers could use the program to buy property for employees. Retirees are also encouraged to apply for the program.

Initially, the program would focus on properties valued up to \$750,000 and with a cap of \$1,000,000. In the previous work session, a potential properties-study was presented that demonstrated hundreds of properties valued in City limits under this cap, particularly in the Prospector and Woodside areas that have limited investment properties and nightly rentals. The program, because of this price cap, would mostly target multifamily condos and apartments.

Deed Restriction Language

Exhibit B shows the draft deed restriction language. While the deed restrictions mirror the City's typical template, criteria for whom can live in the home were changed to remove income and net worth requirements, and only requires the owner of the property or long-term renter work full time in Park City. There is also not equity cap placed on the property as part of the deed restrictions.

Process

The process of awarding a deed restriction starts when the homeowner approaches the City with a request to deed restrict their home. Once the process is initiated, the Housing Department would obtain the appraisal value and evaluate the home based on the criteria further described in Exhibit C.

Once the property is submitted with details (example application questions found on next page), the property evaluation and recommendation is given by a Council appointed Advisory Committee to the City Manager for final approval. Once approved, a Notice of Deed Restriction Purchase Agreement is signed by the homeowner and Park City Municipal Corporation. Recording the deed restriction would occur at the time of ownership transfer, or immediately, in the case of current owners agreeing to record the restrictions against the property.

Next Steps

Advisory Committee

To expedite the implementation of this program and meet the timeline of the home buying process, Staff proposes forming an Advisory Committee to review and recommend action on applications for the program. These approvals would also be reviewed by the City Manager. The committee will also negotiate deed restriction values. The Advisory Committee will only be able to make recommendations on each application. Final approval to enter and execute the agreement will be delegated to the City Manager.

The proposed Advisory Committee would consist of five Council appointed members. For example, they might represent experts in the local housing and real estate industry, such as Board of Realtors, Mountainlands, Habitat for Humanity, local lending/ banking professional, and a Council representative. The Advisory Committee will be created through a Resolution approved by Council (Exhibit E).

Funding

Staff proposes to allocate \$1,000,000 from the Affordable Housing Fund for the initial round of deed restrictions.

If approved, the Budget Department will return with a budget adjustment and to codify a policy for the City Manager to have final approval after the Advisory Committee recommendation.

Attachments

- Exhibit A - Vail In-Deed – Impact Study
- Exhibit B - Deed Restriction Draft Language
- Exhibit C - Process Outline
- Exhibit D - Application
- Exhibit E- Advisory Committee Resolution

The Economics of Land Use



Revised Report

Economic Value & Community Benefits of Resident Housing Investment

Prepared for:

Vail Local Housing Authority

Prepared by:

Economic & Planning Systems, Inc.

EPS #183136

*Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax*

*Denver
Los Angeles
Oakland
Sacramento*

www.epsys.com

August 14, 2019

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1. Executive Summary

Background

The Town of Vail has made significant financial investments in resident housing over many decades. Such investments are rooted in an awareness that affordability and availability of housing for residents and the workforce benefit the broader Vail economy, business community, the overall community character, and the quality of the guest experience.

One of Vail’s more innovation and effective investment strategies has been deed-restriction acquisitions, in which the Town appropriates funds annually to ensure that homes are available for residents and the workforce. A new deed restriction purchase program, called Vail InDEED, was recently created to ensure Vail meets its 2027 Vail Housing 2027 Strategic Plan goal of acquiring 1,000 additional resident housing unit deed restrictions by the year 2027.

In times of competing community investment priorities and alternatives, it is important that the benefits of resident housing investment are quantified and understood by the community and its leadership. For this purpose, the Vail Local Housing Authority (VLHA) contracted with Economic & Planning Systems (EPS) to quantify the economic value and community benefits of resident housing investment on the local economy and community.

Each investment in one resident housing unit generates an annual return as well as provides economic benefit.

#1 - The direct return back to the Town of Vail from an investment of \$65,000 in one unit of housing is **\$3,239 in the form of local sales tax and revenue for local students**. The annual return on investment to the Town is **5 percent** of the initial investment.



#2 - Nearly **\$312,500 is provided from one unit in the form of community benefits, economic value, and opportunity costs** to the community as a whole. This return to the community is more than four times the initial investment by the Town, resulting in **an investment multiplier of 4.81X**.



Metrics

At the root of the Town's resident housing investment policies, deed restricted homes ensure that year-round residents can live and work locally, which ripples through the economy and reinforces the stability of other sectors of the economy. It impacts the character of the community through greater potential civic/resident engagement and presence of school-aged children. It also improves the quality of the guest experience. In this analysis, these and other elements are presented collectively and stated in terms of the following broader metrics:



ECONOMIC VALUE

With an expanded inventory of housing, numerous sectors of the business community benefit, in that a portion of previously unfilled positions become filled. This increased economic activity ripples through the local economy supporting other business-to-business economic activity, as well as new household spending.

The annual economic value of an investment in **100 units of resident housing** (\$6.5 million) is:

- **\$18.1 million** as a result of an increase in filled positions,
- **\$2.6 million** in increased local household spending, and
- **\$116,000** in new local sales tax revenue.



COMMUNITY BENEFIT

Maintaining and sustaining a sense of community is fundamental to Vail's economy, its character, and its longevity. The presence of residents enhances the community's vitality and increases the quality of the guest experience. For those benefiting from resident housing, less time on the road may grant them flexibility to volunteer their time or be more engaged in the community. For visitors and guests, fewer unfilled positions means greater attentiveness to customers and a higher-quality guest experience.

The annual community benefits of an investment in **100 units of resident housing** (\$6.5 million) include:

- the elimination of over 40,000 commute hours resulting in **\$825,000** in the value of time savings,
- a reduction of **845 metric tons of carbon emissions (MTCO₂e)**,
- **\$207,000** in State of Colorado revenue in the form of back-fill for 26 school-aged children, and
- **\$1.2 million** in volunteer labor.



OPPORTUNITY COST

If it did not invest in resident housing, Vail would need to commit potentially greater monetary investments in structured parking and/or transit services. Moreover, not investing in resident housing also perpetuates the annual costs of worker turnover, new-hire training, and lost productivity in the business community.

The annual opportunity cost of an investment in **100 units of resident housing** (\$6.5 million) is:

- **\$11.3 million** in avoided construction cost for 113 parking spaces and
- **\$841,000** in saved costs to businesses for worker turnover, training, and lost productivity.

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2. Methodology

As noted in the introduction, this approach encompasses three main components of economic value and community benefit: the economic value; the community benefits; and the opportunity costs. This section outlines the data and assumptions for the analysis.

Data Sources

A variety of primary and secondary data sources were used in the analysis. Research and interviews also supplemented the quantitative and qualitative elements of the analysis. The following sources were essential to the construction of the methodology:

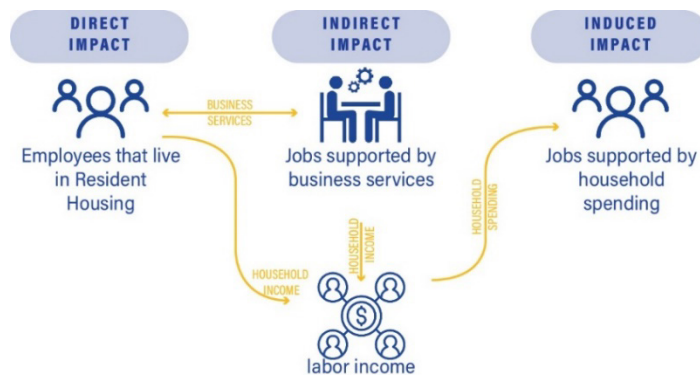
- U.S. Census Longitudinal Employee Household Dynamics. Prevalence of in-commuting workforce to Vail.
- Colorado Department of Labor & Employment, Quarterly Census of Employment & Wages. Number of jobs by industry for Vail.
- Colorado Statewide Nonprofit Industry Survey, 2018. Nonprofit industry jobs in Eagle County's workforce and the rate of per-capita volunteerism.
- U.S. Bureau of Labor Statistics. Value of volunteerism per hour.
- Colorado Department of Transportation. Aggregate vehicle miles travelled (VMT) in Eagle County.
- U.S. Environmental Protection Agency. Calculations for estimating carbon emissions.
- Eagle County Housing Study and Greater Roaring Fork Regional Resident & Employer Survey, 2018. For assumptions regarding rate of carpooling, persons per household, multiple job-holdings.
- IMPLAN. Input-output data for Eagle County at the zip code level.

Types of Economic Impacts

In terms of quantifiable economic contributions, metrics included in this analysis have been run through IMPLAN input-output modeling software. IMPLAN is structured to account for trade flows and industry profiles within the defined economic unit—in this case, the Town of Vail, as represented by the 81657 zip code. This type of modeling generates a trove of information, which when consolidated with other information, can be used to estimate the “multiplier effect” on an initial investment.

Specifically, a multiplier effect is a ratio that characterizes the relationship between the total of successive rounds of spending resulting from an initial investment combined with the initial investment itself. For example, the multiplier in this analysis is calculated as the composite per-unit economic value and community benefit divided by the Town’s per-unit investment.

There are also three layers of economic impacts. These layers are defined as they relate to Vail’s investment in resident housing:



Economic Impact Terminology

Direct Impacts are the dollar amounts of net new local resident spending and the net new economic activity related to greater number of filled positions. These dollar amounts refer to the first round of spending in an economy.

Indirect Impacts are the dollar amounts associated with the business-to-business relationships, such as the real estate activity, the purchase of equipment, or the demand for professional services such as legal, financial and administrative services that may be procured in the process of meeting demand for a “direct” industry’s good or service. These are referred to as the second round of spending.

Induced Impacts are activities resulting from the expenditures made by households of the direct and indirect industry jobs. They are typically retail and service-sector oriented impacts that are created by what is typically referred to as the third round of spending.

Assumptions

There are two main layers of assumptions in this analysis: 1) the overarching investment goal on which the analysis is based; and 2) the underlying assumptions used to quantify relationships between, for example, the number of persons per housing unit or the rate of carpooling among all in-commuting workers.

Resident Housing Investment

Housing Targets

As previously noted, the premise of this analysis is rooted in the Vail Housing 2027 Strategic Plan adopted goal of acquiring 1,000 additional resident housing unit deed restrictions by the year 2027. The goal means that the Town is targeting, on average, the acquisition of 100 deed restrictions units per year.

Housing Investment

Based on a detailed accounting of the most recent (116) deed restrictions placed on homes in Vail (between January 2017 and May 2019), data which were obtained from the VLHA, the Town invests an average of approximately \$65,000 per unit. It is against this core assumption that the metrics of return on investment and the overall investment multiplier are calculated.



Table 1. Vail InDEED Summary

Vail InDEED Program	Units	Price per Deed
2019 (YTD May)	11	\$94,618
2018	40	\$57,105
2017	65	\$65,000
Total	116	\$65,327

Source: Town of Vail; Economic & Planning Systems

Underlying Assumptions

The following are additional assumptions that quantify the relationship between housing units and persons, local job-holdings, net new jobs, and carpooling.

Jobs per Unit. Primary data collected locally and regionally indicate that there is an average of 2.2 jobs per household, meaning that 220 jobs would be represented by 100 households in 100 housing units.

Vail Jobs. As mentioned previously, the Vail InDEED program requires that a property be occupied as a primary residence by individuals who work a minimum of 30 hours per week in Eagle County. Based on an annualized 40-hour work week, this could be approximated as 75 percent of income (and thus, employment) is originated in Eagle County. For purposes of this analysis, it is an aggregated assumption that 75 percent of job-holders in the resident housing units are working in Vail (165 jobs).

Net New Jobs to Economy. The analysis also assumes that 75 percent of these Vail jobs held by occupants of resident housing units are net new to the economy (i.e. that they are filling unfilled positions or enabling employers to add new positions). This means that 124 of the 165 jobs are estimated to be new to economy, whereas the remainder of the 165 would have previously commuted in to their jobs in Vail.

Carpooling. Primary data collected regionally indicates that an average of 9 percent of the total in-commuting workforce carpool.



3. Economic Context

This section of the report provides the economic context including population, housing unit, and employment trends for the Town of Vail in relation to Eagle County as a whole.

Population

Between 2000 and 2017, the Eagle Valley grew by a population of approximately 10,280, which translates to 605 residents per year. Total population reached 45,770 in 2017 (**Table 2**). In 2017, Vail represented approximately 12 percent of the Valley population, but had captured only 9 percent of the Valley's population growth since 2000.

Housing Units

Growth in housing inventory in Vail outpaced population growth considerably (**Table 3**). By a factor of more than two to one, more than 1,800 housing units were added to the Town's housing unit inventory, indicating that second homeownership comprised a majority of the ownership of the new inventory.

Table 2. Population Trends, Town of Vail Capture

Population Trends	2000	2010	2017	Total Δ	% Capture
2000-17					
Avon	5,561	6,447	6,503	942	9%
Eagle	3,032	6,508	6,711	3,679	36%
Eagle-Vail ^[1]	2,887	2,887	2,887	0	0%
Edwards	8,257	10,266	9,202	945	9%
Gypsum	3,654	6,477	6,926	3,272	32%
Red Cliff	289	267	297	8	0%
Minturn	1,068	1,027	1,141	73	1%
Vail	4,531	5,305	5,425	894	9%
<u>Unincorp. Eagle Valley</u>	<u>6,211</u>	<u>5,283</u>	<u>6,678</u>	<u>467</u>	<u>5%</u>
Eagle Valley	35,490	44,467	45,770	10,280	100%

[1] Eagle-Vail did not appear on the 2010 decennial census as a CDP.

[2] Eagle Valley is defined as Eagle County less the Roaring Fork Valley (census tract 3.01 block groups 1-3 and tract 3.02 block group 2)

Source: U.S. Census American Community Survey 5-year estimates; Economic & Planning Systems

Table 3. Housing Unit Trends, Town of Vail Capture

Housing Unit Trends	2000	2010	2017	Total Δ	% Capture
2000-17					
Avon	2,557	3,615	4,052	1,495	17%
Eagle	1,116	2,416	2,251	1,135	13%
Eagle-Vail ^[1]	1,482	1,482	1,482	0	0%
Edwards	3,953	5,260	5,386	1,433	16%
Gypsum	1,210	2,205	2,275	1,065	12%
Red Cliff	122	141	123	1	0%
Minturn	448	528	542	94	1%
Vail	5,389	7,230	7,210	1,821	21%
<u>Unincorp. Eagle Valley</u>	<u>3,687</u>	<u>5,394</u>	<u>5,492</u>	<u>1,805</u>	<u>20%</u>
Eagle Valley^[2]	16,277	22,877	23,321	8,849	100%

[1] Eagle-Vail did not appear on the 2010 decennial census as a CDP.

[2] Eagle Valley is defined as Eagle County less the Roaring Fork Valley (census tract 3.01 block groups 1-3 and tract 3.02 block group 2)

Source: U.S. Census American Community Survey 5-year estimates; Economic & Planning Systems

Employment

In 2018, Vail had an estimated 8,400 wage and salary jobs (**Table 4**), accounting for 25 percent of the Valley's total employment. Between 2001 and 2018, the Town added close to 1,300 jobs, capturing 30 percent of the Valley's growth. The highest growth area in the valley took place in Avon/Beaver Creek, which captured 44 percent of the Valley's new employment, and (as the definition indicates) includes two distinct commercial nodes of activity.

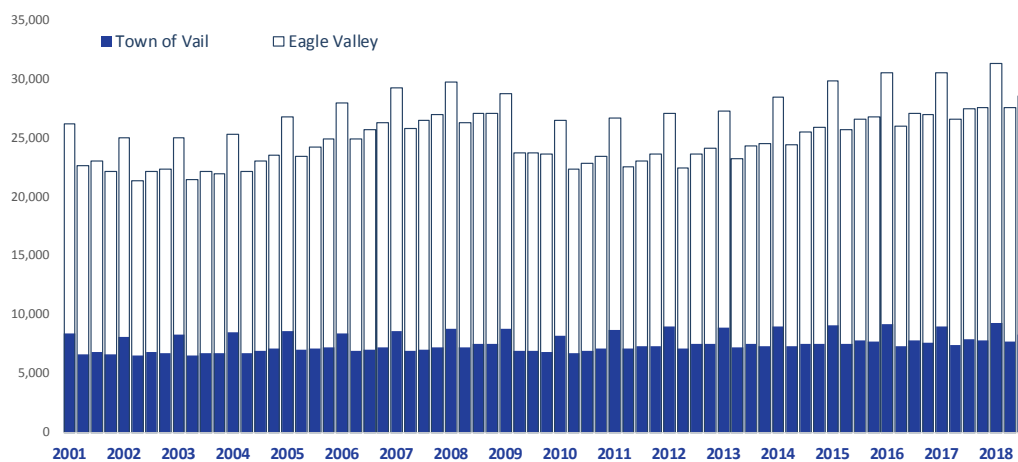
Table 4. Employment Trends, Town of Vail Capture

Employment Trends 2001-18	2001	2010	2018	Total Δ	% Capture
Avon/Beaver Creek	7,571	7,589	9,457	1,886	44%
Eagle	3,424	3,732	4,602	1,178	27%
Eagle-Vail	50	81	110	60	1%
Edwards	3,255	3,155	3,510	255	6%
Gypsum	1,540	1,488	2,477	936	22%
Minturn	520	406	485	-35	-1%
Red Cliff	50	81	110	60	1%
<u>Vail</u>	<u>7,129</u>	<u>7,256</u>	<u>8,416</u>	<u>1,288</u>	<u>30%</u>
Eagle Valley	23,538	23,790	29,167	4,316	100%

Source: QCEW; Economic & Planning Systems

As shown in the following graphic (**Figure 1**), employment levels in the Town of Vail remained fairly steady over the past two decades. Although employment contracted during the Great Recession (2007-09) for the Eagle Valley, which decreased by 14 percent (a loss of 3,800 jobs), Vail remained relatively steady.

Figure 1. Town of Vail & Eagle Valley Employment Trends



4. Findings

There are two primary measurements of economic value and community benefits estimated in this analysis: 1) return on investment; and 2) investment multiplier.

Return Metrics

The initial investment of \$65,000 per unit of resident housing yields magnitudes of more economic value and community benefit than alternatives such as persistent business cost of worker turnover and structured parking.

Return on Investment (ROI)

Although many of the broader metrics of benefit can be considered “returns on investment,” an ROI measured from the perspective of the investment of ‘public dollars in’ and ‘public dollars out’ captures the two most salient fiscal impacts.

The annual returns on the initial investment are comprised of sales tax revenues flowing back to Vail annually and the State of Colorado’s per-unit student back-fill for the school-aged children living in resident housing is approximately \$2,000 per year (see the following technical discussion for details on this calculation).

This means that, calculated as a standard investment divided by its returns, the Town’s (public) return on investment is 5.0 percent. This aligns on the higher end with typical yields on governmental investment.

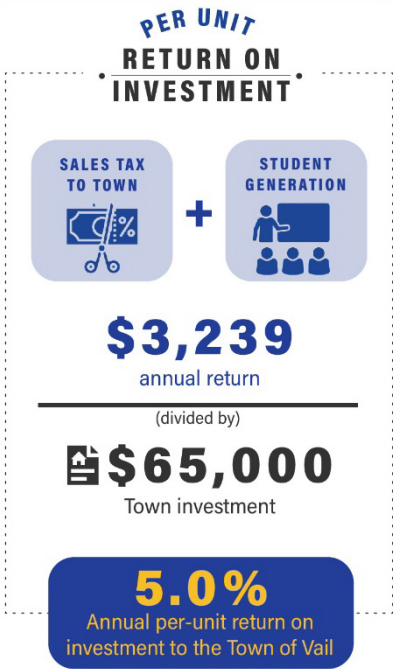


Table 5. Return on Investment

Return on Investment	per-Unit
Per-Unit Investment ROI	
Returns	
Annual Resident Household Spending Sales Taxes	\$1,165
Annual State per-Pupil Apportionment	\$2,074
Subtotal Returns	\$3,239
Investment ROI	
Return	\$3,239
Initial Investment	\$65,000
ROI	5.0%

Source: Economic & Planning Systems

Investment Multiplier

This metric accounts for the economic activity captured by direct, indirect, and induced spending. Examples of components within this metric include: a) the broader economic metrics such as the economic value (which includes taxable spending and the fiscal benefit) to Vail; b) community benefits; and c) the opportunity costs such as investing in parking annually to accommodate a similar level of employment growth as well as the ongoing costs to the business community of worker turnover and lost productivity.

Taking into account each of these components, the net multiplier of the Town's investment at \$65,000 per unit is nearly five (5) times at 4.81X. In benefit-cost analysis (BCA), public entities are typically trying to achieve a multiplier of three (3) to five (5) times the initial investment.

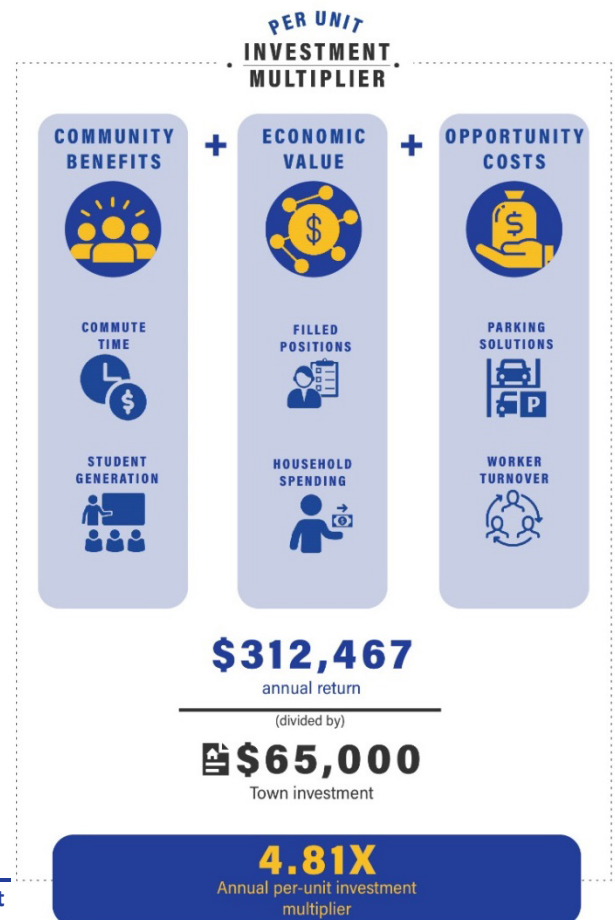


Table 6. Investment Multiplier

Return on Investment	per-Unit
Per-Unit Investment Multiplier	
Economic Metrics	
Annual Expansion of Economy	\$181,122
Annual Net New Resident Household Taxable Spending	\$21,174
Annual Sales Tax Revenue Generation	\$1,165
Subtotal Economic Metrics (Net) [1]	\$181,122
Community Benefits	
Annual Household Value of Reduced Commute Time	\$8,249
Annual Per-Pupil State Backfill	\$2,074
Subtotal Community Metrics	\$10,323
Opportunity Cost	
Annual Cost of Worker Turnover	-\$8,410
Cost of Structured Parking	-\$112,613
Subtotal Opportunity Cost Metrics	-\$121,022
Investment Multiplier	
Composite Return	\$312,467
Initial Investment	\$65,000
Multiplier	4.81x

[Note 1]: The net new resident household taxable spending and associated sales tax revenue generation are displayed for informational purposes; they are, however, theoretically incorporated in the total annual expansion of the economy.

Source: Economic & Planning Systems



For each unit of resident housing, an estimated 400 hours of time and 950 gallons of gasoline are saved from shorter commutes every year—equating to greater business productivity and an opportunity for residents to give back to their community.

Reduced Commute Times

More than 40,000 annual commuting hours are avoided by an investment in 100 resident housing units. This equates to approximately \$825,000 in value of time (\$20.40 per hour of intercity travel). It should be noted that this benefit is capitalized within the expanded economy calculations shown earlier and not additive to the investment multiplier estimate.

COMMUTE TIME



Value of time (\$20.40 per hour) for more than 40,000 annual commute hours eliminated

\$825
THOUSAND

Table 7. Value of Time

Value of Time Saved not Commuting	Factor	Value
Total Jobs in Resident Housing	2.2	220
Vail Jobs in Resident Housing	75%	165
Estimated Local Job-Cars	9%	150
Commute Minutes per Year		2,426,101
Commute Hours per Year		40,435
Value of Time for Intercity Travel (2018)		\$20.40
Value of Time Saved not Commuting		\$824,874
Per-Unit		\$8,249

Source: LEHD on the Map; U.S. Department of Transportation; Economic & Planning Systems

Reduced Carbon Emissions

The analysis of environmental impact assumes that fewer workers need to commute in to their jobs, decreasing distance traveled and reducing carbon emissions. It further assumes that a greater number of workers will utilize Vail's free public transit.

An analysis of the in-commuter distribution shows that the average one-way distance traveled to Vail is approximately 63 miles (**Table 8**).

It is generally assumed that in-commuters living in closer proximity to Vail will account for larger shares of new occupants of resident housing. As such, it was assumed that the average distance traveled by new occupants of resident housing would have traveled 30 miles.

Over the course of a year, this reduction in commute time totals more than 2.2 million miles and represents more than 2 percent of all vehicle miles traveled by in-commuters. As a result, overall carbon emissions are reduced in the Vail Valley by 845 metric tons (2 percent of total estimated Vail in-commuter carbon emissions). It means that in-commuters save more than 95,000 gallons of gasoline per year. This annual savings means that enough energy is saved to charge more than 107 million iPhones, and is equivalent to the air-scrubbing benefits of nearly 14,000 tree seedlings grown for more than 10 years.

Table 8. Reduction in Carbon Emissions

Metric Tons of Carbon Monoxide Equivalency (MTCO₂e)	All In-Commuters	Resident Housing In-Commuters
Average Distance Travelled	63.3 miles	29.6 miles
# Commuters	3,276	150
Aggregate Vehicle Miles Travelled (VMT)	414,586	8,882
Agg. VMT / Year	103,646,600	2,220,594
Aggregate MTCO₂e	39,447	845
as % of All In-Commuters		2.1%

Source: LEHD on the Map; Economic & Planning Systems

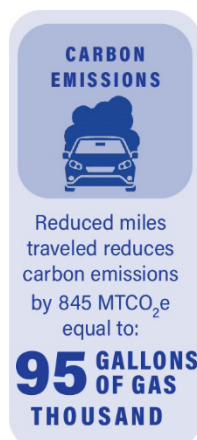


Table 9. Environmental Impact

The Environment	Value
Equivalencies of Carbon Emissions	
Emissions Reduction (MTCO₂e) from Shorter Commutes	845
Gallons of Gasoline Consumed (equivalent)	95,083
Number of Smartphones Charged (equivalent)	107,747,909
Tree Seedlings Grown for 10 Years (offset)	13,972

Source: U.S. Environmental Protection Agency; Economic & Planning Systems

Volunteerism

In a typical community, a portion of residents volunteer their time to local nonprofits, including the health care industry, arts and entertainment, or other community-oriented and civic services.

Using primary data from a statewide study of the nonprofit industry conducted in 2018, it is estimated that volunteerism among the population in resident housing could be as high as 200 hours per year. This would contribute more than \$1.2 million in labor value to the nonprofit community in Vail (at \$28.02 per hour of volunteer time).



Table 10. Value of Volunteerism

Value of Volunteerism	Factor	Value
Total Resident Housing Units		100
Jobs per Unit		2.2
Total Jobs in Resident Housing		220
Estimated Volunteer Hours per Year	201 [1]	44,118
Value of Volunteer Time (in CO)		\$28.02
Estimated Value of Volunteerism in Vail		\$1,236,200
Per-Unit		\$12,362

[1] Average annual hours of volunteering per year among nonprofits in a group of northwestern Colorado counties.

Source: Independent Sector; 2018 Colorado Nonprofit Survey; Economic & Planning Systems

Schools

An estimated 26 school-aged children are generated by the investment in 100 housing units, for which it is anticipated that the State of Colorado back-fills at a per-pupil rate of \$7,945 for Eagle County. This would contribute more than \$207,000 in revenues to Eagle County Schools annually.



Table 11. Schools Impact

Student Generation	Total
Town of Vail - Students to Housing Units [1]	0.26
Resident Housing Investment	100
Students Generated	26
Per Pupil Revenue (Eagle County Schools)	\$7,945
Eagle County School Revenue	\$207,449
Per-Unit	\$2,074

[1] U.S. Census American Community Survey 5-Year Estimates

Source: Economic & Planning Systems

Quality of Guest Experience



There is direct linkage between the quality of the guest experience and the supply of local employees. As part of this study, a range of employers were interviewed across a variety of sectors. Those with a high level of interaction with guests, such as food and beverage or services establishments, noted that they are concerned about their ability to maintain a high quality level of service given limited staffing resources. In the case of one restaurant, it chose to close down seating sections to concentrate the available servers. From its perspective, the loss of revenue is a reasonable tradeoff, given the otherwise slow pace of operations.

Other business owners commented that certain high-demand weeks, where the community is operating at both peak capacity and peak price point, the service can be the slowest. As Vail's customer base evaluates its options, it may consider other destinations that can provide the service expected with Vail's price point. The ability to deliver a high quality guest experience is directly correlated to Vail's competitive position, not only among ski town destinations but also warm weather destinations.

Vail's future economic vitality depends on the ability of businesses to fill positions. There is concern among some business owners about a decline in quality service in the recent past. Unfilled positions and the related service quality decline in Vail may continue without investment in solutions to attract and retain talent. It was also noted that guests are likely to feel more connected to Vail if they interact with employees who live locally, over an extended period of time, who are invested in the community. This type of employee conveys a commitment that resonates with guests and reinforces the premium brand Vail has built over the decades.



Economic Value

Expansion of the Economy due to Filled Positions

The availability of additional homes for residents and the workforce translates to a greater jobs market and fewer unfilled positions. It is estimated that approximately 123 full- and part-time positions would be filled as a result of Vail's resident housing investment (100 units), thereby expanding Vail's economy by an estimated \$18.1 million annually (1.2 percent increase).

FILLED POSITIONS



Estimated impact of 123 full- and part-time positions filled

\$18.1 MILLION

Table 12. Expansion of Total Spending in Vail Economy

<u>Return on Investment</u>	<u>Ripple Effects (Total Output Expansion)</u>			
Local Business Revenue	Direct	Indirect	Induced	Total
11 Ag, Forestry, Fish & Hunting	\$76,853	\$698	\$267	\$77,818
21 Mining	\$0	\$7,244	\$210	\$7,454
22 Utilities	\$0	\$5	\$7	\$12
23 Construction	\$2,838,283	\$81,277	\$14,527	\$2,934,087
31-33 Manufacturing	\$0	\$4,607	\$1,237	\$5,844
42 Wholesale Trade	\$610,911	\$20,786	\$7,855	\$639,552
44-45 Retail trade	\$906,678	\$248,706	\$259,371	\$1,414,755
48-49 Transportation & Warehousing	\$0	\$79,051	\$28,983	\$108,034
51 Information	\$0	\$39,827	\$22,752	\$62,579
52 Finance & insurance	\$459,252	\$438,401	\$204,832	\$1,102,485
53 Real estate & rental	\$741,771	\$520,976	\$397,111	\$1,659,858
54 Professional- scientific & tech svcs	\$458,698	\$283,170	\$46,160	\$788,028
55 Management of companies	\$0	\$156,752	\$17,180	\$173,932
56 Administrative & waste services	\$240,281	\$87,143	\$19,199	\$346,623
61 Educational svcs	\$237,132	\$6,627	\$42,498	\$286,257
62 Health & social services	\$365,213	\$3,600	\$361,779	\$730,592
71 Arts- entertainment & recreation	\$890,357	\$63,417	\$60,260	\$1,014,034
72 Accommodation & food services	\$2,904,377	\$65,913	\$172,932	\$3,143,222
81 Other services	\$2,763,965	\$87,711	\$102,288	\$2,953,964
92 Government	\$625,894	\$17,191	\$19,979	\$663,064
93 Non NAICs	\$0	\$0	\$0	\$0
Annual Expansion of Economy	\$14,119,665	\$2,213,102	\$1,779,427	\$18,112,194
Per-Unit	\$141,197	\$22,131	\$17,794	\$181,122

Source: Economic & Planning Systems

Resident Household Spending

Local resident households spend more of their income on retail goods and services in Vail than the daily spending patterns of in-commuters. It is estimated that Vail's resident housing investment yields a net new local resident household spending of approximately \$2.6 million per year.

Town of Vail Fiscal Benefits

Out of the net new local resident household spending it is estimated that \$2.1 million is *taxable* spending, which generates more than \$116,000 of sales tax revenues for Vail per year.



Table 13. Expansion of Total Spending in Vail Economy

<u>Return on Investment</u>	<u>Total</u>	<u>Taxable Ann. Tax Rev</u>	
Net New Local Spending			5.5%
11 Ag, Forestry, Fish & Hunting	\$98		
21 Mining	\$145		
22 Utilities	\$2		
23 Construction	\$12,064		
31-33 Manufacturing	\$610		
42 Wholesale Trade	\$3,296		
44-45 Retail trade	\$1,703,757	\$1,703,757	\$93,707
48-49 Transportation & Warehousing	\$29,821		
51 Information	\$10,066		
52 Finance & insurance	\$71,120		
53 Real estate & rental	\$179,977		
54 Professional- scientific & tech svcs	\$56,138		
55 Management of companies	\$39,085		
56 Administrative & waste services	\$14,980		
61 Educational svcs	\$8,384		
62 Health & social services	\$57,040		
71 Arts- entertainment & recreation	\$12,994		
72 Accommodation & food services	\$413,628	\$413,628	\$22,750
81 Other services	\$30,088		
92 Government	\$6,318		
93 Non NAICs	\$0		
Annual Net New Spending	\$2,649,611	\$2,117,385	\$116,456
Per-Unit	\$26,496	\$21,174	\$1,165

Source: Economic & Planning Systems



Opportunity Costs

In this analysis, two primary metrics are considered opportunity costs: 1) the Town's alternative of investing in structured parking for in-commuters; and 2) business costs associated with worker turnover, training, and lost productivity. It is acknowledged that another alternative Town investment to structured parking could be enhanced transit services and the capital and operational costs associated with it. For the purposes of simplifying the analysis, structured parking was evaluated as the core alternative.

Every year that Vail does not invest in resident housing and seeks to accommodate or incite economic growth means that either: a) Vail must build parking to accommodate the growing number of in-commuters and guests; or b) Vail's business community must endure perpetual business costs associated with worker turnover, training, and lost productivity.

In the overall analysis, opportunity costs are capitalized into estimates of return (i.e. the investment multiplier calculation) since they represent avoided costs to the economy.

Parking

The first of the opportunity costs relates to the costs of accommodating an expanding in-commuting workforce.

This cost is based on the recent construction of structured parking in Vail at approximately \$100,000 per space, but does not include the cost of land.



Table 14. Parking Impact

<u>Opportunity Cost</u>	Factor	Value
Parking Investment		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
New Cars Needing Parking	9%	113
TOV Parking Cost per Space		\$100,000
TOV Parking Investment Opportunity Cost		\$11,261,250
Per-Unit		\$112,612.50

Source: Economic & Planning Systems

This opportunity cost is further augmented by the fact that this would be an annual cost to Vail if it were to parallel to the goal of investing in 100 units of resident housing per year.

As shown in **Table 14** above, the cost of structured parking for an approximately 113 cars per day (accounting for local/non-local jobs, net new jobs to the economy, and carpooling) would be \$11.3 million.

Worker Turnover

If Vail opted to invest in resident housing (not parking), research and analysis indicates that local businesses could reduce their annual costs associated with turnover, job training, and lost productivity by an estimated \$840,000 per year.

This estimate reflects the weighted average of annual turnover costs for positions in different industries at different annual wage levels.

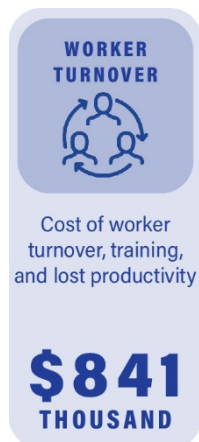


Table 15. Worker Turnover Costs

<u>Opportunity Cost</u>	Factor	Value
Local Business Revenue (Cost Associated with Job Turnover, Loss of Productivity, and Training)		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
Average annual training cost per jobs that would otherwise "turnover"		\$6,796
Annual Business Costs of Turnover, Loss of Productivity, and Training		\$840,959
Per-Unit		\$8,409.59

Source: QCEW; Center for American Progress; Economic & Planning Systems

5. Appendix

Terminology

Area Median Income (AMI) is a metric that identifies the point of a target geography's income distribution at which 50 percent of household earn more and 50 percent earn less. Percentages, such as 60, 80, 100, 120 percent of AMI are typically used to isolate levels of affordability within the distribution of households by income. The source of these data points is the Department of Housing and Urban Development, which defines local AMI annually.

Community Benefit broadly refers to the other quantitative and qualitative benefits, such as: 1) reduction in worker commute time; 2) reduction in carbon emissions resulting from shorter commutes; 3) presence of school aged children; 4) greater community and civic involvement; and 5) enhanced quality of guest experience.

Deed Restriction refers to a covenant in which it is stipulated that a property must be occupied as a primary residence by individuals who work a minimum of 30 hours per week in Eagle County.

Gross Regional Product (GRP) is a measure of regional economic activity that includes employee compensation, business/corporate profits, and local tax revenue generation.

Investment Multiplier is a measure, expressed as a ratio of broader economic returns (as measured by three components in this particular study) to an initial investment. The three components include: 1) the impact on the broader economy; 2) community benefits such as reduction in commute times and carbon emissions, increased volunteerism and presence of school-aged children; and c) the opportunity costs such as Vail alternatively investing in structured parking or enhanced transit service.

Opportunity Cost is the highest price or rate of return an alternative course of action, i.e. an investment, would yield. In this analysis, opportunity costs are characterized as: 1) the cost to provide structured parking, which could also be an alternative to increased transit service investment; and 2) the annual cost of worker turnover to the business community.

Output is a measure of total economic activity, also called "total spending", that characterizes the sum of successive rounds of industry, business-to-business, and household spending. As an example, output in the residential construction industry would be equal to the purchase price of a housing unit.

Quarterly Census of Employment and Wages (QCEW) is the Colorado Department of Labor & Employment's (CDLE) record of employment and wages for all of the state's employers. Records are reported at the individual establishment (i.e. address) level. Individual employer records are protected by confidentiality agreement.

Resident Housing refers to a deed-restricted for-sale or rental housing unit (new construction, rehabilitation, acquisition, or existing). Data to estimate the average per-unit investment were obtained through the VLHA.

Return on Investment (ROI) is an amount, typically expressed as a percentage, earned on an initial investment. The metric is calculated by dividing the initial investment (e.g. in resident housing) by the earnings before interest, debt, and taxes.

Table 16. Daytime Spending

<u>Return on Investment</u>	Input	Value
Resident Household Spending (Calculation Part 1)		
Resident Housing Investment		100
Jobs Represented by Housing Investment	2.2	220
Vail Jobs	75%	165
Net New Jobs to Economy	75%	124
Number of Previously In-Commuting Job-Holders	(Diff.)	41
Total Daily Spending by In-Commuting Job-Holders (ICSC)		
		\$20
Annual Spending by In-Commuting Job-Holders		\$206,250

Source: ICSC; Economic & Planning Systems

Table 17. Resident Housing Household Spending

<u>Return on Investment</u>	Value
Resident Household Spending (Calculation Part 2)	
Resident Housing Investment	100
Resident Households	100
Household Median Income (approximately 80% AMI)	\$64,000
Income Spent on Retail (NAICS 44/45)	35%
Gross Income Spent on Retail	\$22,400
Aggregate Income	\$2,240,000
Food Services	\$417,325
Retail	\$1,822,675

Source: ICSC; Economic & Planning Systems

Table 18. Commute Detail

All Colorado In-Commuters to the Town of Vail, 2015	Distance (Miles)	Commuters
Edwards CDP, CO	14.1 miles	572
Denver city, CO	97.1 miles	295
Avon town, CO	10.0 miles	292
Eagle town, CO	30.3 miles	222
Gypsum town, CO	37.2 miles	198
Minturn town, CO	7.3 miles	125
Leadville city, CO	37.5 miles	97
Leadville North CDP, CO	37.5 miles	84
Aurora city, CO	111.0 miles	74
Colorado Springs city, CO	140.0 miles	68
Boulder city, CO	108.0 miles	67
Lakewood city, CO	92.5 miles	52
Fort Collins city, CO	157.0 miles	45
Glenwood Springs city, CO	60.9 miles	39
Breckenridge town, CO	36.0 miles	37
Highlands Ranch CDP, CO	107.0 miles	37
Centennial city, CO	108.0 miles	32
Red Cliff town, CO	16.0 miles	32
Arvada city, CO	95.0 miles	29
Frisco town, CO	26.5 miles	26
Basalt town, CO	84.0 miles	24
Aspen city, CO	102.0 miles	23
Broomfield city, CO	107.0 miles	23
Carbondale town, CO	73.9 miles	22
Longmont city, CO	130.0 miles	22
Silverthorne town, CO	30.2 miles	21
Westminster city, CO	99.8 miles	21
El Jebel CDP, CO	79.7 miles	20
Grand Junction city, CO	147.0 miles	19
Loveland city, CO	144.0 miles	19
Thornton city, CO	104.0 miles	19
New Castle town, CO	73.1 miles	18
Rifle city, CO	87.5 miles	17
Castle Rock town, CO	123.0 miles	15
Englewood city, CO	101.0 miles	15
Dotsero CDP, CO	42.5 miles	14
Ken Caryl CDP, CO	97.0 miles	14
Parker town, CO	118.0 miles	14
Steamboat Springs city, CO	93.1 miles	14
Craig city, CO	118.0 miles	13
Dakota Ridge CDP, CO	93.8 miles	12
Twin Lakes CDP, CO	57.7 miles	12
Silt town, CO	80.0 miles	11
Columbine CDP, CO	99.4 miles	10
Commerce City city, CO	103.0 miles	10
Dillon town, CO	31.8 miles	10
Littleton city, CO	103.0 miles	10
Other	126.8 miles	411
Average/Total	63.3 miles	3,276

Source: LEHD on the Map; Economic & Planning Systems

WHEN RECORDED, RETURN TO:

Park City Municipal Corporation
Attention: City Recorder
P.O. Box 1480
Park City, Utah 84060

**RESTRICTIVE COVENANT AND AGREEMENT
CONCERNING THE SALE OF THE EMPLOYEE
HOUSING UNIT AT (name of project) UNIT #
(Live Park City- Lite Deed Restriction Program)**

THIS RESTRICTIVE COVENANT AND AGREEMENT CONCERNING THE SALE OF THE EMPLOYEE HOUSING UNITS AT (name of project) – UNIT # (this “**Covenant**”), governing (address) Unit # , Park City, Summit County, State of Utah, also identified as Tax Parcel No. , and more particularly described on Exhibit A (the “**Unit**,” or the “**Property**”) of the (title of plat) (the “**Project**”), is made and entered into as of the day of , 20 (the “**Effective Date**”), by and among Park City Municipal Corporation, a Utah municipal corporation (the “**City**”); and (name of buyer) , individually (the “**Owner**” and a “**Unit Owner**”).

RECITALS

A. **WHEREAS**, the City, and the Owner intend that the purpose of the “Lite” Deed Restriction program is to maintain workforce housing in Park City and restrictions contained in this Covenant, and this Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, shall run with the land, enforceable against each Unit Owner, including the Owner; each Unit Owner’s successors in interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property.

COVENANT

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby establishes as follows:

DEFINITIONS: For purposes of this Agreement, the following terms shall have the following meanings:

ANNUAL COMPLIANCE REPORT. The report attached to this Covenant as Exhibit D, as amended from time to time by the City or its designee, which is required to be provided to the City by each Unit Owner yearly according to Section 2.18.

CITY CODE. The Municipal Code of Park City, Utah, as amended.

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.

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.

EXERCISE NOTICE. Written Notice sent by the City to a Unit Owner within forty- five days of an applicable Offer Date notifying such Unit Owner whether or not the City or its assign will exercise the Option.

HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity, or hotel.

EVENT OF DEFAULT shall have the meaning assigned in Section 4.2.

NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.

NOTICE. Correspondence complying with the provisions of Section 5.8.

OFFER DATE shall have meaning assigned in Section 2.9.

OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period to purchase the Unit at or below the Unit's Maximum Resale Price.

OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase the Unit at or below the Unit's Maximum Resale Price.

OWNER-OCCUPIED. A Unit that is occupied by the Unit Owner as the Unit Owner's Primary Residence.

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.

PRIMARY RESIDENCE. The place where Domicile has been established.

QUALIFIED BUYER. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:

A person who works an average of 30 hours or more per week at a business within Park City School District boundaries that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

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

An owner or owner's representative of a business or entity with a primary place of business within the Park City School District Boundaries; or

A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home and provides their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Park City School District Boundaries; or

A retired person who was a full-time employee of an entity located within the Park City School District Boundaries for at least two continuous years immediately preceding his or her retirement; or

A person who is unable to work or does not have a work history required under Paragraphs (a) through (d) of this Subsection 1.21.2 due to a Disability; and

QUALIFIED RESIDENT. A person who works an average of 30 hours or more per week within the Park City School District boundaries.

SALE. The term "Sale" or any derivative thereof such as "Sales," "Sold," and "Sell" shall include any transfer of title the Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include but not be limited to any gift, assignment, devise, or other transfer.

SECURED CREDITOR. The trustee, the beneficiary, or both under a deed of trust against the real property security; the mortgagee under a mortgage against the real property security; and any successor-in-interest of the trustee, beneficiary, or mortgagee under the deed of trust or mortgage.

SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, trustee, mortgagee, mortgage insurer, or mortgage guarantor of a mortgage or deed of trust, as applicable, which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.

UNIT. Unit # _____ of the Project, a condominium unit, which is more specifically described on Exhibit A attached hereto.

UNIT OWNER. The Owner and every title owner thereafter, including (i) any transferee receiving title to or a fee interest in the Unit (a) after having been determined to be, or having represented his or her self as, a Qualified Buyer or (b) based on any representation or intent to own and occupy the Unit as an Owner-Occupied Unit or as such owner's Primary Residence; and (ii) all subsequent person(s) vested with record title of the Unit according to the records of the County Recorder of Summit County, Utah; however, Unit Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered a Unit Owner.

DEED RESTRICTION

ESTABLISHMENT OF THE COVENANT. As of the Effective Date, for the purposes set forth herein, and except as otherwise set forth herein, the Unit Owners, the Unit Owners' heirs, successors, executors, administrators, devisees, and assigns and all persons acquiring an interest in the Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Unit Owner shall not permit any ownership, use or occupancy of his or her Unit except in compliance with this Covenant.

ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The Park City Police Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Unit Owners against each other.

OWNER OCCUPANCY. The Unit shall be Owner-Occupied unless the Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. The Unit Owner shall occupy the Unit as a Primary Residence.

INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Unit Owner shall continuously insure the Unit Owner's Unit against all risks of physical loss for the full replacement value of the Unit.

UNIT RENTAL PROHIBITED; EXCEPTION. The Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, the Unit Owner may rent or lease the Unit under the following circumstances:

At least one Qualified Resident shall continuously occupy the Property as his or her principal place of residence

Owner may rent the Property if the Property is continuously occupied by a Qualified Resident

A Qualified Resident may lease a room or rooms in the Property to one or more persons, provided that the Qualified Resident still occupies the Property as his or her principle place of residence.

No business activity shall occur on or in the Property other than as permitted within the zone district applicable to the Property.

TRANSFER OF TITLE. A Unit Owner shall not enter into or execute any transaction that Sells any interest in the Unit, including to a Qualified Buyer, without the prior written consent of the City.

NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit in violation of this Covenant is considered against public policy and is null and void and shall not confer title whatsoever upon the purported buyer. This includes a Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed. The Unit Owner is liable for all costs and attorney fees incurred in setting aside a non-complying Sale or transfer of the Unit.

NO DISCRIMINATION. The City and each Unit Owner shall not discriminate against any person in the Sale of the Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity, or protected expressions. Each Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

ANNUAL COMPLIANCE REPORT. Each Unit Owner shall provide the City with an Annual Compliance Report, included herein as Exhibit D, by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units. The Annual Compliance Report shall include:

Evidence to establish that the Property was occupied by a Qualified Resident during all of the prior calendar year;

If applicable, a copy of the lease form currently used for the Property; and

If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set forth in the Qualification Guidelines.

3. EVENT OF DEFAULT

IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Unit Owner, by acquiring the Unit is deemed to acknowledge that Ordinance 14-47 and City Code § 8-3-6, each as amended, establish that it is a crime to commit affordable housing fraud. 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, and each Unit Owner shall not violate either such law.

EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using the Unit as an Owner-Occupied Primary Residence; (d) failure to pay the monetary penalties of Sections 4.3 or 4.4; (e) failure to submit the Annual Compliance Report required by Section 2.18; or (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on the Unit.

NIGHTLY RENTAL. Rental of the Unit or portion of the Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period provided under Section 4.4, upon Notice from the City to a Unit Owner of an Event of Default, the City may charge any Unit Owner that rents that Unit Owner’s Unit on a nightly or weekly basis automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

MONETARY PENALTIES. Upon Notice from the City to a Unit Owner of an Event of Default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Unit Owner of up to two hundred and fifty dollars (\$250.00) per day beginning on the thirty first (31) day after Notice of the Event of Default.

CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If a Unit Owner does not cure an Event of Default within thirty (30) days, then the City may initiate the process of obtaining title to such Unit Owner’s Unit as further described in this paragraph. The City shall send Notice to the Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Unit Owner of an informal hearing before the City Council to take place within thirty (30) days of such Notice, at which the Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the Unit Owner’s Event(s) of Default. Upon a final ruling of an Event of Default against such Unit Owner, the occurrence of such condition subsequent shall trigger the RDA’s right to title in fee simple to the Unit Owner’s Unit, and, upon the exercise of such right by the RDA, title will revert to and become revested in the RDA, and such title will be revested fully and completely in it, and the RDA will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the RDA’s exercise of its reversionary interest, the City shall repay, or cause to be repaid any debt or obligation incurred by the Unit Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of a Sale of the Unit from such Unit Owner to the City or its assign pursuant to Section 4.6, or upon successful closing of a Sale of the Unit from such Unit Owner to the City or its assign pursuant to the City’s Right to

Purchase Unit in Default found in Section 2.12, any reversionary interest of the RDA granted by this Section 4.5 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 4.5, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Unit Owner for the difference between the amount paid and the Maximum Resale Price. The RDA hereby assigns its possibility of reverter, as found in this Covenant or in any transfer deed to a Unit Owner, to the City; and, accordingly, the City shall be entitled to exercise any reversionary right to title and possession of the Unit that is granted to or withheld by the RDA.

RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 4.5, a Unit Owner shall offer to sell that Unit Owner's Unit to the City at or below the Unit's Applicable Foreclosure Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 4.5, to exercise or assign its right to purchase pursuant to this Section 4.6, or to seek any other remedy provided to it at law or in equity.

REMEDIES NOT EXCLUSIVE. Notwithstanding anything else herein, if the City receives a Foreclosure Notice, and if the default giving rise to such Foreclosure Notice is not timely cured and the loan reinstated according to the applicable loan documents, the City (or its assign) shall have ninety (90) days from receipt of such Foreclosure Notice to exercise the City's Option, the City's Right to Purchase Unit in Default, or the City's right to exercise its possibility of reverter or right to purchase pursuant to Sections 4.5 and 4.6 above. Subject to the preceding sentence, and except as provided in Section 4.5 regarding the termination of the City's reversionary interest upon a Sale pursuant to Section 4.6, no remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

GENERAL PROVISIONS

TERM OF AGREEMENT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.

AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the Unit Owner that owns the Unit at the time of such amendment or modification and the City and must be recorded with the Clerk and Recorder of Summit County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or

federal law and where such modification does not in the City's reasonable discretion materially impair the Unit Owner(s)' or any Secured Creditor's rights.

NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a Waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

WAIVER. Each Unit Owner hereby waives any defenses, rights, or remedies that it might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; (b) any claim related to restraints on alienation; or (c) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each Unit Owner and shall inure to the benefit of the successor and assigns of the City.

DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying the Unit to a Qualified Buyer, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines, penalties, or other amounts due to the City hereunder and incurred during transferor's ownership of the Unit.

SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 2.12, 4.5, and 4.6, nothing in this Covenant shall be interpreted to require a Unit Owner to Sell the Unit against that Unit Owner's will.

SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Unit. Each Unit Owner of the Unit shall not be liable for or encumbered by the obligations or liabilities under this Covenant associated with any other Unit Owner.

NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. Each party to this Covenant, including the City and each Unit Owner, may change their respective addresses for the purpose of receiving Notice by a written Notice to the other parties.

Notice to a Unit Owner shall be sent to the address on file with the Office of the Recorder of Summit County, Utah.

Any Notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060
ATTN: City Recorder and Housing Office
Fax: (435) 615-4901

SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

ATTORNEY FEES. If any party shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, executors, administrators, devisees and assigns of the parties.

THIRD-PARTY BENEFICIARY. This Covenant is not intended to confer rights on third parties.

PARAGRAPH HEADINGS. Paragraph and Section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.

GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.

COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Unit, and all parties that obtain any interest in any Unit that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit for the benefit of the City and shall encumber the Unit and shall be binding upon all the subsequent Unit Owners of the Unit and any other party with an interest in the Unit.

INTEGRATION. This Covenant constitutes the entire agreement between the parties with respect to the matters set forth herein.

INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Property and to ensure to the extent possible that the Unit Maximum Resale Price remains affordable.

SUPERIORITY OF COVENANT. The Unit Owner acknowledges and agrees that they have not and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Unit Owner, the City, and respective successors.

NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Unit Owner against any loss.

COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding agreement on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

RECORDATION. Upon execution of this Covenant, the City shall cause this Covenant to be recorded in the public records of the County Recorder of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

IN WITNESS WHEREOF, the City, the RDA, and the Unit Owner have executed this Covenant as of the Effective Date.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____

Name: Andy Beerman

Title: Mayor

Attest:

Recorder

Approved as to form:

City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On the _____ day of _____, 20__, personally appeared before me Andy Beerman, who being by me duly sworn did say that he is the Mayor of Park City Municipal Corporation, and that the within and foregoing instrument was signed on behalf of and acknowledged by such entity.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

RDA:

REDEVELOPMENT AGENCY OF PARK CITY, a
community reinvestment agency and body corporate and
politic of the State of Utah

By: _____
Name: Matt Dias
Title: Executive Director

ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On the _____ day of _____, 20____, personally appeared before me Matt Dias, who
being by me duly sworn did say that he is the Executive Director of the Redevelopment Agency
of Park City, and that the within and foregoing instrument was signed on behalf of and
acknowledged by such entity.

.

Notary Public
Residing at:

My Commission Expires:

OWNER:

NAME OF OWNER/BUYER

By: _____
Name of Owner/Buyer

INDIVIDUAL GENERAL ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2020, before me, the undersigned notary, personally appeared Owner/Buyer, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that they signed it voluntarily for its stated purpose.

Notary Public
Residing at:

My Commission Expires:

EXHIBIT A

Legal Description of the Property

The real property referenced in the foregoing instrument is located in Summit County, Utah and is more particularly described as:

Tax Parcel No.

Street Address

EXHIBIT B

Guidelines

- 1) Purpose. The purpose of these Guidelines is to set forth the occupancy requirements for the Property pursuant to the Deed Restriction Agreement.
- 2) Definitions. All capitalized items herein shall have the meanings set forth in the Deed Restriction Agreement.
- 3) Application. To become a Qualified Resident or Buyer, a person must provide the following information:
 - a) Verification (*e.g.*, wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a business in Eagle County that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business;
 - b) Evidence that the applicant has worked, or will work, an average of 30 hours per week or more per year for one or more of such businesses;
 - c) A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and
 - d) d. A signed statement certifying and acknowledging that all information submitted in such application is true to applicant's best knowledge and authorizing verification of all information submitted.

EXHIBIT C
PARK CITY EMPLOYEE HOUSING AFFIDAVIT
For Owner Occupied Units



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ *[name of Notary before whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ *[name of affiant]*, known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

I currently own my residence at _____ (street address) which is a deed restricted property to preserve resident, owner occupancy. I am fully aware of the restrictions and am to the best of my knowledge in compliance including the requirement for owner occupancy. I verify that I continue to live in it as my primary residence. I have never rented my home even for short periods of time. I have not acquired any direct interest in other real property since my purchase of the deed restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list name of roommate, employment, and amount of rent charged:*

_____.

[signature of affiant]

(printed name of affiant)

(phone)

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

(email address)

Subscribed and sworn to before me, this _____ *[day of month]* day of _____ *[month]*, 20____.

[Notary Seal:]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

* Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month period.

Lite Deed Restriction Process Outline

1. Homeowner approaches City with request to deed restrict their home
2. Housing department obtains appraised value of home from comparable homes using MLS tools
 - a. An official appraisal is also collected
 - b. The final settlement statement is collected
3. Housing department evaluates the property based on the following criteria as a prerequisite to determine further evaluation:
 - a. The property supports and maintains a permanent year-round resident population
 - b. The property demonstrates a quantifiable return for Park City
 - c. The property is cost effective and efficiently uses Park City's limited supply of financial resources
 - d. Solvency of the HOA
 - e. The condition of the property meets all codes and regulations
 - f. The market value of the deed restriction is comparable in value to other existing deed restrictions within the community
4. Housing department evaluates property based on the following criteria to determine the percentage of the appraisal value that will be paid to the homeowner in exchange for the deed restriction:
 - a. if the property is in a highly walkable area, or is easily accessible to convenient transit
 - b. if the property furthers one or more of the Park City Vision 2020 goals
 - c. if the property demonstrates demand within the housing market for the product type (studio, townhome, single family home)
 - d. if the price per square foot by unit type is in line with market conditions
5. Once the property is submitted with details (example application questions found on next page), the property evaluation is given by the Board (housing department) and a Notice of Deed Restriction Purchase Agreement is signed by the homeowner and Park City Municipal Corporation

Funding

Based upon Staff research that there are hundreds of properties that are valued around \$500,000 in Park City limits, a starting fund of \$1,000,000 would fund a pilot program that could deed restrict around 10 properties in Park City that would be valued around \$500,000 and paid for deed restrictions at around 17% of the appraised property value. Staff believes this would provide insight into the potential success of the program at a greater scale, while still creating an impact with multiple properties joining the program.

Next Steps

New Live Park City Housing Committee is Formed

To expedite lite deed restriction decision, a new committee will be formed to approve and deny applications for the program. Seeing as the Housing Authority is Council, it will be more efficient to create a new committee that serves purely to review the applications to the Live Park City program.

The committee will be comprised of four external stakeholders: the Board of Realtors, Mountainlands, Habitat for Humanity, and an individual from a lending/ banking position, in addition to one Council member. The committee will make recommendations to the City Manager for approval.

Resolution is Passed to give the Live Park City Housing Committee Authority

A resolution will be proposed to Council after the program/ funding are passed. This resolution will give the Live Park City Housing Committee authority to review the program applications. The committee will also negotiate deed restrictions. They will be able to make, enter into, and execute purchase and sale agreements, deed restrictions, and other forms necessary for the purchase of deed restrictions in accordance with City Code.

Example application questions:

- 1- Name, address, email, phone number
- 2- Requested deed restriction compensation amount
- 3- Home type (condo, townhouse, single family)
- 4- Number of bedrooms, bathrooms
- 5- Number of parking spaces
- 6- Is the property owned now or is it being purchased?
 - a. If being purchased, when is the closing date/ decision date
- 7- Is there an HOA fee on the property?
- 8- Are there any pending or upcoming special assessments?
- 9- Is there a right of first refusal on the property?
- 10- Do you intent to live in or long-term rent the property once deed restricted?
- 11- Is there any other information you wish to share?

Preview Mode: Data entered will not be submitted.

Live Park City Application

Below you will find the application for the Live Park City – Lite Deed Restriction program. The process will take place in the following order: Fill out and submit the application below, staff will review and be in touch with any questions, and then staff will present it to the Live Park City Committee with a recommendation for decision. Upon approval you will be asked to enter into a Notice of Deed Restriction Purchase agreement with Park City Municipal. Please contact Elyse Kats with any questions, elyse.kats@parkcity.org.



Section A: Applicant Information

Section A is about the person applying for the program.

1. Name *

Please provide full name of person applying.

2. Address *

Please fill in mailing address of person applying.

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

3. Phone Number *

Section B: Property Information

Section B is about the property that the Applicant is proposing be added to the Live Park City program.

1. Address of Property proposed for the Live Park City program *

Please fill in the street address of the subject property.

2. Type of structure *

Please pick the type of unit to be deed restricted.

- ☐ Single family home (detached) ☐ Townhome or Duplex (shared walls)
- ☐ Condo in a multi-unit building ☐ Other

3. Number of Bedrooms *

- ☐ 1 ☐ 2
- ☐ 3 ☐ 4
- ☐ 5 ☐ 6 or more

4. Number of Bathrooms *

- ☐ 1 ☐ 1.5
- ☐ 2 ☐ 2.5
- ☐ 3 ☐ 4 or more

5. Number of Parking Spaces *

- ☐ 1 ☐ 2
- ☐ 3 ☐ 4 or more

6. Square Footage ***7. Condo or HOA fees ***

List 0 if no monthly fees are assessed to the unit.

8. Special Assessments *

List any pending special assessments.

9. Is there a "right of first refusal" recorded on the property? *

- ☐ Yes
- ☐ No
- ☐ Don't know

10. Condition *

Please describe the property and any work that needs to be completed.

**11. Intended
Use ***

- ☐ Lease the property long-term to a qualified household.
☐ Occupy the property as my primary residence.

**12. Does
applicant own or
is preparing to
purchase the
property? ***

Section C: Request

**Amount of
Compensation
Requested ***

Please fill in the minimum amount you would accept to participate in the program.

Section D: Signature

**Additional
Information**

Please fill in any additional information you would like to add regarding your proposal.

Signature

I affirm and certify that all the information and answers to questions herein are complete, true and correct to the best of my knowledge and belief

Submit

1 **RESOLUTION NO.**

2 **SERIES 2021**

3 RESOLUTION OF PARK CITY MUNICIPAL CORPORATION APPOINTING THE
4 "ADVISORY COMMITTEE" AS THE CITY'S AGENT TO NEGOTIATE AND PURCHASE
5 DEED RESTRICTIONS IN THE CITY

6 WHEREAS, through Resolution No. 14-09, Series 2014, the City Council adopted the
7 Park City General Plan. Goal number 7 of the General Plan is, "Life-cycle Housing: Create
8 a Diversity of primary housing options to address the changing needs of residents";

9 WHEREAS, the Goal number 7 cites needing an increase in diversity of housing stock to
10 fill voids within housing inventory and to create a focus on efforts for diversity of primary
11 housing stock within primary residential neighborhoods to maintain majority occupancy
12 by full time residents within these neighborhoods;

13 WHEREAS, the Live Park City program would create an incentive program for
14 homeowners or buyers to place a Deed Restriction in perpetuity on their home which
15 would require owner occupancy or long term rental to a resident living and working full
16 time in the Park City School District Boundaries;

17 WHEREAS, the City Council desires to appoint the Advisory Committee as the City's
18 agent for the purpose of negotiating and purchasing Deed Restrictions in accordance with
19 the Plan.

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

21 SECTION 1. The City Council hereby designates the Advisory Committee as the City's
22 agent solely for the purposes set forth herein.

23 SECTION 2. The City Council hereby delegates to the Advisory Committee the authority
24 to:

- 25 a. Implement the Plan through the negotiation and purchase of Deed Restrictions
26 in the City,
27 b. Make, enter into, and execute purchase and sale agreements, deed
28 restrictions, documents, instruments, papers, and other forms necessary for
29 the purchase of Deed Restrictions in accordance with the Park City Municipal
30 code and the Plan; and
31 c. Expend funds that have been budgeted and appropriated in the City's housing
32 fund for costs associated with the acquisition of Deed Restrictions pursuant to
33 the Plan, including without limitation costs for purchases, appraisals, legal fees,
34 filing feels, closing costs, and title insurance.

SECTION 3. The following criteria and findings shall be used by the Advisory Committee when determining whether to acquire a deed restriction:

- Supports and maintains a permanent, year-round resident population that grows a diverse community where a wide range of demographics, economics, occupations, and family household sizes are served.
- Furthers Goal number 7 adopted in the Park City General Plan.
- Consistent with housing policies adopted by the Park City Municipal Code for the acquisition of deed restrictions.
- Demonstrated demand exists within the resident housing market for the type of residential product (studio, flat, townhome, duplex, single family, etc.) that is to be deed restricted
- Fulfills a demonstrated need within a defined segment (for rent, sale, owner occupied, etc.)
- Demonstrates a quantifiable return on investment based upon appraisals
- The market value of the deed restriction is comparable in value to other existing deed restrictions within the community as demonstrated by an appraisal
- Most cost effective and efficient use of the City's limited supply of financial resources
- A transaction cap of \$200,000 per dwelling unit to be deed restricted unless approved by City Council

SECTION 4. The City Council may modify or revoke the Advisory Committee's agency, designation, or authority at any time, in the City Council's sole discretion.