PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 23, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its special 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 Friday, October 23, 2020.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

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

To comment virtually, use eComment or raise your hand on Zoom. eComments submitted before the meeting date will be attached to the packet as appendices. eComments submitted on Council meeting days will be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

Exhibit A: Determination of Substantial Health and Safety Risk
On October 6, 2020, the Mayor determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:
• Summit County has extended its Emergency Declaration and Public Health Emergency Declaration through January 8, 2021.
• Statewide COVID cases and hospitalizations are increasing.
This determination is valid for 30 days, and is set to expire on November 5, 2020.

SPECIAL MEETING - 8:30 a.m.

I. ROLL CALL

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

III. NEW BUSINESS

1. Discuss Park City Municipal CARES Act Funding and Grant Program
(A) Public Input
CARES Grant Program Staff Report
Exhibit A: UAC/ULCT CARES 3rd Tranche Letter
Exhibit B: Overview of PCMC CARES Grant Program
Exhibit C: PCMC - MAG Agreement PC CARES Grant Program

Exhibit D: Business Point System Draft
Exhibit E: Not-For-Profit Point System

2. Consideration to Extend the 2020 Main Street Dining Deck Lease Terms to Expire November 25, 2020
(A) Public Hearing (B) Action
Main Street Dining Decks Extension Staff Report

IV. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: October 23, 2020
Submitted by: Jonathan Weidenhamer
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Discuss Park City Municipal CARES Act Funding and Grant Program
(A) Public Input

Suggested Action:

Attachments:
CARES Grant Program Staff Report

Exhibit A: UAC/ULCT CARES 3rd Tranche Letter

Exhibit B: Overview of PCMC CARES Grant Program

Exhibit C: PCMC - MAG Agreement PC CARES Grant Program

Exhibit D: Business Point System Draft

Exhibit E: Not-For-Profit Point System

City Council Staff Report

Subject:	**CARES Grant Program**
Author:	**Michelle Downard, Mindy Finlinson, Sarah Pearce, Jonathan Weidenhamer**
Department:	**Finance, Economic Development, Executive**
Date:	**October 23, 2020**
Type of Item:	**Administrative**

Recommendation

Park City worked closely with the Utah League of Cities and Towns (ULCT), State officials, and other important stakeholders to adjust the focus of the third tranche of Utah CARES funding towards hot spots areas that remain disparately impacted by the COVID-19 pandemic.

Therefore staff recommends City Council:

- Provide policy direction to create a PCMC CARES Grant Program and general criteria to facilitate the distribution of approximately $2.4M of recently allocated State and Federal CARES assistance;
- Appoint two Council liaisons to help officiate and oversee the grant-awarding process, including any necessary technical changes in parameters, amounts awarded, and to whom.
- Authorize staff to enter into a contract with Mountainlands Association of Governments (MAG), in a form approved by the City Attorney, to help administer the PCMC CARES Grant to benefit Park City small businesses and non-profits to provide critically needed COVID-19 related financial relief and assistance.

Background

As reported to Council on June 25 and October 13, 2020 (10/13/20 link), Park City received $500,396 in Coronavirus Aid, Relief, and Economic Security Federal Funding (CARES) from the State in two separate tranches. To date, the City has incurred approximately $1M in direct costs in response to the COVID-19 pandemic (PPE, cleaning supplies, equipment, signage, etc.) and payroll expenditures. Staff anticipates incurring an additional $250K in internal expenses by November 30, 2020, a statutory filing deadline for the federal assistance program.

The third tranche, originally slated to be an amount equal to the first two allocations ($250,198), was eagerly anticipated yet far below the actual needs of small businesses, not-for-profits, and municipality. If there is any local need question, the Summit County CARES grant program was oversubscribed by over $1.5M on the opening day of their application process. In response, Park City worked closely with the Utah League of Cities and Towns (ULCT), State officials, and other essential stakeholders to adjust the third tranche's focus towards communities disparately impacted by the COVID-19 pandemic (Exhibit A).

Fortunately, that effort was well received and the disparate impacts of Park City and other communities that rely so heavily on visitation and sales taxes firmly acknowledged. As a result, PCMC will receive $2.9M for the third tranche. These funds are, however, subject to very rigorous regulations for how they may be spent.

Funds can be used to reimburse certain costs and expenses incurred from March 1, 2020, through December 30, 2020. The City will have until November 30, 2020, to expend the third tranche, and amounts not expended by then must be returned. The City may petition the State to retain allocated but unspent CARES funds after the November 30, 2020, deadline. An overview of the program and eligibility requirements is found in Exhibit B.

Analysis

Staff recommends prioritizing the vast majority of the $2.9M for a Park City small business and non-profit relief and assistance grant program. Staff recommends holding back approximately $500K to cover PCMC-related direct costs and payroll expenditures that qualify for reimbursement. Staff also recommends a partnership with MAG to help administer the grant program. MAG is experienced in CARES money distribution, having successfully deployed programs in Summit, Wasatch, and Utah Counties. MAG is willing to administer PCMC's program free of cost. We need to enter into a contract with them to do so (Exhibit C).

Time is of the essence to meet statutory deadlines and provide critical financial relief to our local small businesses and community non-profits. To award grants by November 30, 2020, staff recommends the following schedule:

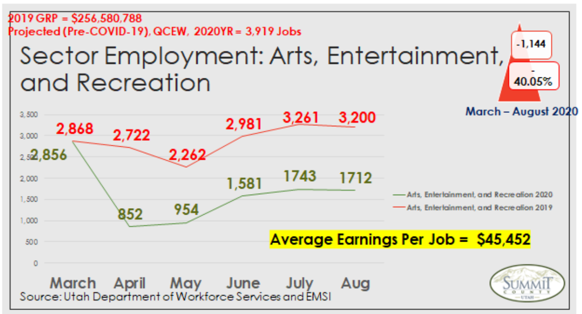
10/26	Applications open;
11/9	Applications close;
11/12	MAG preliminary scoring;
11/13	PCMC final scoring and authorization of grant recipients and amounts;
11/20	Checks cut/hand-delivered.

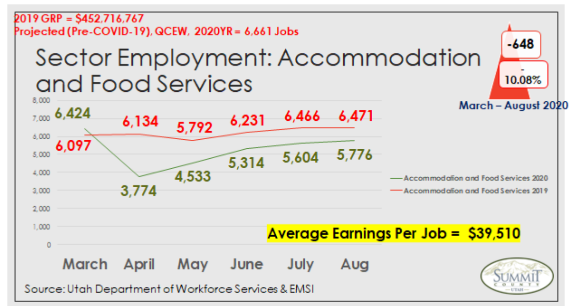
Program Overview

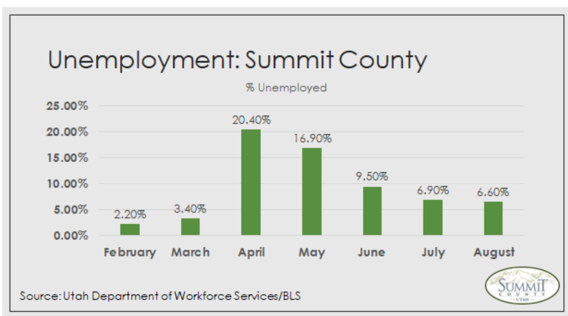
To provide maximum flexibility in the short timeline staff recommends:

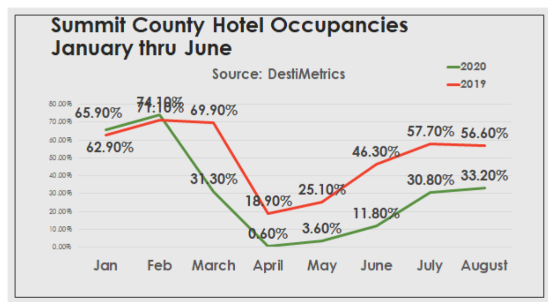
- Open applications to both not-for-profits & small businesses;
- No maximums – if an organization or business can document need, consider the request based upon its merits and in context with the rest of the applications;
- $2,500 minimum – MAG does not recommend administering grants under this amount for a variety of reasons, including impact, efficiency, and scale;
- Definition of a small business – define as 40 full-time employees or less.
- Application scoring – use a weighted scoring criteria in areas disparately impacted by COVID-19 compared to other regions in the State of Utah (resort-related businesses relying on visitation) (Exhibit D, For-Profit; Exhibit E, Not-for-Profit scoring).

The Budget Department updated City Council on September 22, 2020 (link), and October 13, 2020 (10/13/20 link), reviewing the City's revenues and future budget projections. The pandemic continues to cause unprecedented and unpredictable impacts to the Park City economy, and small businesses and non-profits, in particular. Tourism-based communities in Utah have been hit the hardest, and have proven to be particularly vulnerable to the impacts of COVID-19. This is demonstrated by Summit County's updated Industrial Sector Data for August (Sector Breakdown). The following excerpts identify sectors that are hit the hardest:









While summer tourism and spending have indicated incremental signs for cautious optimism, PCMC remains significantly behind previous year visitation and tax revenues. These are important because they are indicators of the true impact on small businesses' health and our residents and workforce's health. Furthermore, with the recent uptick in new COVID cases in Utah and the projections of additional waves coming this winter, the full economic recovery does not appear on the immediate horizon. For these reasons, PCMC has prioritized small businesses and community not-for-profits and lobbied so hard for a renewed focus for the third tranche of funding.

Exhibits

A UAC/ULCT letter
B Overview of PCMC CARES Grant Program
C PCMC/MAG Contract
D For-Profit Business Point System
E Not-For-Profit Point System

To:	**Duncan Evans, Utah Governor's Office of Management and Budget**
From:	**Brandy Grace, CEO; Utah Association of Counties**
	Cameron Diehl, Executive Director; Utah League of Cities and Towns
Date:	**October 16, 2020**
Re:	**Third Tranche of Coronavirus Relief Fund to Cities and Counties**

Mr. Evans:

The Utah Association of Counties and the Utah League of Cities and Towns wish to thank you and your team's commitment to assisting cities and counties as we navigate the ongoing pandemic and manage the CARES Act Coronavirus Relief Fund allocation from the state to the cities and counties. Utah has been a national leader in collaboration between the state, counties, and cities and we appreciate your partnership. We worked together with our respective members to determine the best use and plan for this third tranche.

Both organizations contemplated concepts over the last few weeks and we have arrived at a solution for the third tranche of funds. After seeing and hearing about continuing economic issues in certain areas, exacerbated by increased case counts and COVID-19 test positivity rates, we wanted to ensure that "hotspot" areas that were disparately impacted received all necessary funds and assistance. It is well understood that CARES fund must be used quickly and prudently to avoid returning the funds to the US Treasury. Therefore, after some negotiation, we've arrived at a solution that would both be the best use of the third tranche and mitigate unnecessary reporting difficulties for counties, cities, and GOMB.

One of the aspects we prioritized is vaccine management. After engaging in conversations with the US contractor for a vaccine management system, we determined that setting aside CARES funds for vaccine management would fall into the highest, best, and Treasury approved use of the funds.

Further, we ask that GOMB withhold a percentage of money from each city in the 3rd tranche to then specifically re-allocate to the small universe of disparately impacted cities. ULCT will provide to GOMB the list of disparately impacted cities and the specific amounts by the close of business on October 19, 2020 after our Board of Directors ratifies it that afternoon.

Our framework is as follows:

1) Every county would receive 100 percent of their population allocation, similar to what was received in the first and second tranche.

2) Every city would get less than 100 percent of their population allocation based on what is withheld and specifically sent to the disparately impacted cities, as determined by ULCT.
    a. The total amount set aside for the listed cities is an 11% reduction from all cities and towns not identified as disparate impacted cities or towns. The 11% shall be taken from the total city distribution and re-allocated in an amount that ULCT will provide to GOMB. Afterward, GOMB will provide a final, population based, distribution of the third tranche to the remaining cities and towns.
3) Any unspent and unallocated funds from any of the three tranches as of 5:00 pm on Friday, November 6th would be specifically earmarked for vaccine management purposes. Those dollars will be held by GOMB and can be put toward vaccine management purposes at the direction of the Utah Association of Counties, in consultation with the counties and their respective local health departments. The coordination of vaccine management efforts is encouraged among participating counties and local health departments.

If Utah can lead the way in vaccine management preparation and administration, we will again be the example state for the country and, most importantly, see the impact of mitigating the effect of COVID-19 in our communities, cities and counties.

Please let us know if you want to discuss this proposal in more detail at brandy@uacnet.org or cdiehl@ulct.org. Thank you again for your partnership.

Sincerely,

Brandy Grace

Cam B. Diehl

Brandy Grace, CEO
Utah Association of Counties

Cameron Diehl, Executive Director
Utah League of Cities and Towns

County	Municipality	1/3rd of Allocated Amount	2020 Budget	3% less 10 Million/5.14%	Total 3rd Tranche
Emery County	Green River	$27,342.00	$1,412,100	$42,363.00	$69,705.00
Garfield County	Boulder	$7,077.00	$634,272	$19,028.16	$26,105.16
Garfield County	Bryce Canyon City	$6,609.00	$2,471,422	$74,142.66	$80,751.66
Grand County	Moab	$156,710.00	$13,636,037	$700,892.30	$857,602.30
Iron County	Brian Head	$2,778.00	$2,540,319	$76,209.57	$78,987.57
Kane County	Kanab	$144,136.00	$3,287,182	$98,615.46	$242,751.46
Kane County	Orderville	$17,750.00	$554,224	$16,626.72	$34,376.72
Summit County	Park City	$250,198.00	$52,454,882	$2,696,180.93	$2,946,378.93
Washington Count	Springdale	$18,423.00	$4,683,654	$140,509.62	$158,932.62
				$3,864,568.43	$4,495,591.43

Exhibit B - The Park City Muncipal CARES Grant Program

Park City Municipal is excited to launch the CARES Grant Program to distribute funds provided through the federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The Park City CARES Grant Program will provide grants to Park City based small businesses and not-for-profits for as little as $2,500 based upon need and compliance with the CARES Act criteria to fuel our community's recovery efforts. Applicants must meet the eligibility criteria including demonstrating a significant impact as a result of the COVID-19 pandemic.

Funds are provided as a grant. Repayment is only required if the grant agreement is violated or if it is determined that there has been a duplication of benefits or other violation of CARES requirements.

ELIGIBILITY*

1. Businesses licensed in Park City on or before March 1, 2020 will be given priority consideration. Businesses that do not have a license must acquire a business license before any awards will be issued.
2. Businesses must have 40 full-time employees or less as of March 1, 2020.
3. Businesses must be physically located in Park City Muncipal City Limits (84060).
4. Businesses must demonstrate a significant negative impact from the COVID-19 pandemic.
5. Businesses must provide documentation showing a financial loss since March 1, 2020.
6. Businesses must be open or plan to reopen, as of November 20, 2020.
7. Business owners must be 18 years or older and have a valid EIN or Social Security Number if a Sole Proprietor.
8. Businesses must be able to spend the entire grant award by **November 30, 2020,** per U.S. Department of the Treasury requirements. Park City Municipal is requesting an extension of this deadline to December 30, 2020 and will notify grantees as soon as possible
9. Business owners must have the ability to document and report on the use of funds.
10. Business owners must be willing to enter into a contract with Park City or their designee to receive the money.

DUPLICATION OF BENEFITS*

Businesses may not receive federally-subsidized disaster assistance that duplicates any part of their disaster loss covered by insurance or another source, such as the Small Business Administration (SBA) programs (PPP and EIDL), the Federal Emergency Management Agency (FEMA), Community Development Block Grant (CDBG-CV) and state programs (Commercial Rental Assistance).

Applicants for the Park City CARES Grant Program must disclose any funds applied for or received from these sources or other federal and state assistance programs.

It is the City's sole discretion to determine if funds received from any of these sources constitute a duplication of benefits. If duplication of benefits determination is made after the funds have been disbursed, the amount of funds that were determined to be duplicative must be repaid**.**

ELIGIBLE USE OF FUNDS*

Grant money may be used for operating expenses related to COVID-19 including payroll, rent or mortgage, utilities, insurance, and inventory. Grant money may also be used for additional COVID-related expenses including:

1. Location modifications to promote social distancing and employee and customer safety (including signage, hand sanitization, and barriers);
2. Conducting business operations remotely;
3. Personal protective equipment (including masks and gloves);
4. Sanitization supplies and disinfectants;
5. Temporary structures (including tents and outdoor heaters); and
6. Other expenses that are business-related and would not have been necessary if not for the COVID-19 pandemic.

*For detailed information on CARES spending regulation from the US Treasury , please visit the, 2020 Guidance for State, Territorial, Local, and Tribal Governments, or the Frequently Asked Questions page.

AGREEMENT FOR THE ADMINISTRATION OF THE

PARK CITY MUNICIPAL CORPORATION CARES GRANT PROGRAM

This Agreement ("Agreement") is made and entered into this _______ day of _______________ 2020, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah whose address is _______________________________________, hereinafter referred to as "City" or "Park City" and Mountainland Association of Governments, a _________________________, whose address is ______________________________________, hereinafter referred to as "MAG." The City and MAG are hereafter sometimes referred to individually as a "Party" and collectively as the "Parties."

I. MAG'S RESPONSIBILITIES

A. Scope of Work

1. MAG 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 MAG responsibilities throughout this Agreement and as set forth in the "Scope of Work" attached hereto as "Exhibit A," which includes a schedule of services delivered.
2. In the event there are any remaining funds of the allocation given by the City to MAG as referenced in Section II (A) (i), MAG shall return the remaining funds to the City within thirty (30) days of termination of this Agreement.

B. Eligible Activities

1. MAG will be responsible for administering the Park City CARES Grant Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following grant activities eligible under CARES Act:

   a. Payroll;

   b. Operating Expenses;

   c. Business Lease or Rent;

   d. Business telework equipment costs;

   e. Inventory Acquisition (inventory needed to reopen or maintain open status);

   f. Personal Protective Equipment (PPE) purchase; and

   g. Facility Readiness (social distancing preparedness, business modifications, etc.).

C. Prohibited Activities

1. MAG understands and agrees that the following is a (non-exclusive) list of costs that would not be eligible under the CARES Act.

   a. Expenses for the State share of Medicaid.

   b. Damages covered by insurance.

   c. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

   d. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.

e. Reimbursement to donors for donated items or services.

f. Workforce bonuses other than hazard pay or overtime.

g. Severance pay.

h. Legal settlements.

D. Coronavirus Relief Fund for Local Governments

1. The Parties understand and agree that all activities funded with CARES Act funding must follow the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments. (See: https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf and, https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf

II. CITY'S RESPONSIBILITIES

A. Funding Allocation

1. The City shall allocate to MAG the total amount of ____________________ ($______________) in CARES Grant funds in support of Park City CARES Grant Program. Said allocation shall be made on or before ___________________.

B. Performance Monitoring

1. The City will monitor the performance of MAG. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by MAG within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Services of MAG shall start on the____ day of______________, 2020 and end no later than on November 30, 2020. Services performed will follow the Project Timeline set forth in Exhibit "A."

IV. AMENDMENTS

A. MAG agrees to notify City Manager and/or the City's Economic Development Manager and receive the City Manager's written approval, in amendment form, prior to implementing any change in program activities and/or budget.

B. The City may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement, and is executed in writing, signed by a duly authorized representative of MAG and approved and signed by City's governing body.

C. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modification will be incorporated only by written amendment signed by both City and MAG.

D. This Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this Agreement. No claim for services furnished by MAG, not specifically authorized by this Agreement will be allowed by the City. Automatic renewals will not apply to this Agreement.

V. FORCE MAJEURE

Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City and/or MAG may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

VI. AGREEMENT JURISDICTION, CHOICE OF LAW, AND VENUE

The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Summit City, Utah, in the Third Judicial District Court for Summit City or other venue as agreed upon in writing by the parties involved.

VII. ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the City and MAG for this project and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between or among the City and MAG with respect to this Agreement.

VIII. SUB-RECIPIENT REQUIREMENTS

A. By virtue of terms and conditions of the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Coronavirus Relief Funds ("CRF") received through this Agreement make MAG a sub-recipient.

B. As a Sub-recipient of the CRF monies, and as such, MAG shall have no authorization, express or implied, to bind City to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as herein expressly set forth. Persons employed by the City and acting under the direction of the City shall not be deemed to be employees or agents of MAG.

C. All records with respect to any matters covered by this Agreement shall be made available to the City, State of Utah, and the Comptroller General of the United States or any of their authorized representatives.

D. Failure to comply with the above requirements will constitute a violation of this Agreement.

E. Local governments or non-profit organizations that expend $750,000 or more in total federal financial assistance (from all sources) in a fiscal year shall have a Single Audit completed.

F. All Sub-recipients, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, State of Utah, City and/or the General Accounting Office.

SIGNATURE PAGE FOLLOWS

Date: ________________________________

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date written above.

By:_______________________________________and By: _______________________________

PARK CITY MAYOR MOUNTAINLAND ASSOCIATION

SUMMIT

OF GOVERNMENTS

Attest: ____________________________________

PARK CITY RECORDER

APPROVED AS TO FORM:

____

PARK CITY ATTORNEY'S OFFICE

EXHIBIT A
SCOPE OF WORK

Park City Municipal Corporation CARES Grant Program for Small Businesses and Not-For-Profits

General Intent

The intent of this Agreement and grant program is for Park City Municipal Corporation (also referred to as the City or Park City) to work in concert with Mountainlands Association of Governments to ensure that all Coronavirus Relief Fund CARES Act requirements are being fulfilled and funds are well managed.

The City's intent is to keep the grant program requirements consistent with the U.S. Treasury Guidelines and Requirements to allow for a relatively seamless administration while meeting City legal contracting and auditing mandates.

Because the Coronavirus Relief Fund is a new and rapidly evolving funding program, the County and Mountainland Association of Governments anticipate there may be changes in the administration of the program. Administrative changes may be performed by amending this Agreement.

Activities

- Assist the Park City Municipal Corporation Economic Development Manager and Finance Manager with the application design, marketing, application scoring and payments to grantees.
- Coordinate with Park City Municipal Corporation staff for program audits.
- Work in concert with the Economic Development Manager and Finance Manager on the creation of program guidelines, FAQs, applications, marketing materials, etc. for both aspects—Small Business and Not-For-Profit—of the Park City CARES Grant Program.
- Assist Park City Municipal Corporation with the marketing of the Park City CARES Grant Program.
- Mountainland Association of Governments will provide ongoing support to applicants and grantees.
- Review all applications for eligibility, completeness and scoring as outlined by Park City Municipal Corporation for the Park City CARES Grant Program, which includes both Small Businesses and Non-Profit Small Businesses.
- Mountainland Association of Governments will process the payments to grantees.

Timelines

a. 10/26/20 Applications open
b. 11/9/20 5:00 pm Application Deadline
c. 11/12/20 MAG Preliminary Scoring & Recommendations
d. 11/13/20 Park City Municipal Final scoring and awards
e. 11/16-20/20 Notification and Grant Dispersement

Exhibit D – For-Profit Point System

NAICS Code	Industry Sector	Points
11	Agriculture, Forestry, Fishing and Hunting	**0**
21	Mining, Quarrying, and Oil and Gas Extraction	**0**
22	Utilities	**0**
23	Construction	**0**
31	Manufacturing	**0**
42	Wholesale Trade	**0**
44	Retail Trade	**5**
48	Transportation and Warehousing (includes ground transportation)	**8**
51	Information (newspaper)	**10**
52	Finance and Insurance	**5**
53	Real Estate and Rental and Leasing	**8**
54	Professional, Scientific, and Technical Services	**2**
55	Management of Companies and Enterprises	**0**
56	Administrative and Support and Waste Management and Remediation Services (includes Visitor Services/Chamber)	**10**
61	Educational Services	**10**
62	Health Care and Social Assistance	**15**
71	Arts, Entertainment, and Recreation	**15**
72	Accommodation and Food Services	**15**
81	Other Services (including personal care services)	**10**

HOW CAN I DETERMINE THE CORRECT NAICS CODE FOR MY BUSINESS?
URL: https://www.naics.com/hrf_faq/how-can-i-determine-the-correct-naics-code-for-my-business/

What types of business does the 2 digit NAICS number really refer to?
URL: https://www.naics.com/naics-drilldown-table/

1. Businesses that forward City Council Critical priorities (priorities/strategic planning) **(10 points).**
2. Businesses that did not receive any other federally-subsidized disaster assistance such as the Small Business Administration (SBA) programs (PPP and EIDL), the Federal Emergency Management Agency (FEMA), Community Development Block Grant (CDBG-CV) and state programs (Commercial Rental Assistance) **(10 Points).**
3. Businesses that received funding from one (1) Federal or State CARES program **(5 Points).**
4. Business that received funding from two separate Federal or State Programs **(2 Points).**
5. Minority-owned Business **(10 Points).**
6. Women-owned Business **(10 Points).**
7. Veteran-owned Business **(10 Points).**
8. Businesses that have a business license in Park City and are currently open/operating **(5 Points).**
9. Businesses with 10 or less Employees **(3 Points).**
10. Businesses that will prioritize payroll with any grant award **(3 Points).**

Exhibit E – Not-For-Profit Point System

NAICS Code	Industry Sector	Points
71	Arts, Entertainment, and Recreation	**15**
72	Accommodation and Food Services	**15**

HOW CAN I DETERMINE THE CORRECT NAICS CODE FOR MY BUSINESS?
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What types of business does the 2 digit NAICS number really refer to?
URL: https://www.naics.com/naics-drilldown-table/

1. Not-For-Profits that forward City Council Critical priorities (priorities/strategic planning) **(10 points).**
2. Not-For-Profits that did not receive any other federally-subsidized disaster assistance such as the Small Business Administration (SBA) programs (PPP and EIDL), the Federal Emergency Management Agency (FEMA), Community Development Block Grant (CDBG-CV) and state programs (Commercial Rental Assistance) (**10 Points).**
3. Not-For-Profits that received funding from one (1) Federal or State CARES program **(5 Points).**
4. Not-For-Profits that received funding from two separate Federal or State Programs **(2 Points).**
5. Not-For-Profits that have a business license in Park City and are currently open/operating **(5 Points).**
6. Not-For-Profits who provide direct resources and/or pass resources to other frontline organizations who are delivering emergency assistance, such as rent support, food security, healthcare, mental and behavioral health and childcare **(20 Points**).
7. Not-For-Profits who are primarily engaged in the support of the Arts, Entertainment and Recreation sector (NAICS Code: 71) or the Accommodation and Food Services sector (NAICS Code: 72) **(15 Points – not additional, same at chart at top).**
8. Not-For-Profits who are primarily engaged in economic development activities **(5 Points).**
9. Not-For-Profits with 10 or less Employees **(3 Points)**
10. All other Not-For-Profits **(2 Points).**

Council Agenda Item Report

Meeting Date: October 23, 2020
Submitted by: Jonathan Weidenhamer
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Extend the 2020 Main Street Dining Deck Lease Terms to Expire November 25, 2020
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Main Street Dining Decks Extension Staff Report

City Council Staff Report

Subject:	**Main Street Dining Deck Lease Terms- Extention of Expiration Dates to November 25, 2020**
Author:	**Jonathan Weidenhamer**
Department:	**Economic Development**
Date:	**October 23, 2020**
Type of Item:	**Administrative**

Recommendation

Staff recommends City Council hold a public hearing and extend the current terms of the Main Street dining deck program to November 25, 2020. This action will authorize staff to extend individual leases for participating businesses, in a form approved by the City Attorney.

Background

- Council approved the program on April 30, 2020 (link).
- The program expires on October 30, 2020.
- The 2020 leases include a series of COVID relief measures, including no rental fees and no requirement to serve lunch.
- Based on the success in facilitating social distancing options, the HPCA requested PCMC extend the program to operate through Thanksgiving as weather permits.
- There are eight decks. The current lessees include:
    - 501 on Main St
    - Crystal Park Cantina
    - The Eating Establishment
    - Flanagan's on Main
    - Main Street Pizza & Noodle
    - Shabu
    - Fletcher's (on the Bear Bench walkway)
    - Bangkok Thai

Analysis

- Staff believes only 3 or 4 of the businesses intend to continue operations. However, the HPCA Board voted to support the continuation of the program for those that desired to continue operations further into the Fall.
- Council's action will continue an existing program that allocates street right of way, used for paid parking during the winter, for temporary individual business use.
- Outside dining options provided much needed and necessary relief to many State and local Health Department's requirements for social distancing. The summer decks have been a considerable help to individual businesses and contribute to an overall feel of vitality for the entire street.

Attachments

A Typical 2020 Lease (link)