



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
May 25, 2023**

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

CLOSED SESSION - 2:45 p.m.

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

WORK SESSION

4:15 p.m. - Microtransit Pilot Analysis

[Microtransit Pilot Analysis Staff Report](#)

[Exhibit A: High Valley Transit's Park City Microtransit Pilot Report](#)

[Exhibit B: Microtransit Survey Summary](#)

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appointment of Jody Whitesides, Kraig Moyes, and Holland Lincoln to Serve on the Recreation Advisory Board for a Three-Year Term Expiring July 2026
(A) Action
[RAB Appointments Staff Report](#)
[Exhibit A: RAB Interview Questions](#)

III. PRESENTATIONS

1. Park City Mountain and Deer Valley Resort Season Recaps

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. 2022-2023 Winter Parking Program Summary
[2022-2023 Winter Parking Program Staff Report](#)
[Exhibit A: Neighborhood Enforcement Metrics](#)
[Exhibit B: Comparative Parking Transaction and Occupancy Data Summary](#)

2. 2023 Winter Transit Performance Statistics
2022/23 Winter Transit Service Performance Staff Report
Exhibit A: 2022/23 Winter Ridership Report
Exhibit B: 2022/23 Winter Route Reliability
Exhibit C: 2022/23 Winter Paratransit/On-Demand Ridership
Exhibit D: 2022/23 YTD Accident Data
Exhibit E: 2022/23 Winter Customer Feedback
3. 2022/23 Winter Peak Day Operations Update
2022-23 Winter Peak Day Operations Staff Report
Exhibit A: Winter Peak Traffic Operational Plan 2022-23
Exhibit B: Winter Peak Day Data
Exhibit C: Map of Key Locations

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

VI. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from April 25 and 27, 2023
April 25, 2023 Minutes
April 27, 2023 Minutes

VII. OLD BUSINESS

1. Consideration to Approve the 2023 Empire Pass Master Owner Association (EPMOA) Mining Structure Preservation Plan with an Advanced Payment in the Amount of \$120,000 as the City's Portion of Rehabilitation and Preservation Costs
(A) Public Input (B) Action
EPMOA 2023 Funding Advance Staff Report
Exhibit A: EPMOA MOA Executed
Exhibit B: EPMOA Submittal Materials
2. Consideration to Approve a Five-Year Lease with Lucky Ones Coffee in a Form Approved by the City Attorney
(A) Public Input (B) Action
2023 Library Cafe Coffee Shop Agreement Staff Report
Exhibit A: Library Cafe Coffee Shop Lease Agreement - Lucky Ones Draft
Exhibit B: Lucky Ones Proposal 2023
3. Consideration to Approve a Five-Year Special Event License/City Service Agreement with the Kimball Art Center for the Park City Kimball Art Festival, in a Form Approved by the City Attorney
(A) Public Input (B) Action
KAC Agreement Staff Report
Exhibit A: KAC Letter of Request for KAF Future Agreement
Exhibit B: KAC Special Event City Service Agreement Draft
Exhibit C: KAC Economic and City Service Fee Comparison
4. Discuss Park City Cooperative Preschool Closure and Procurement for a Childcare Space
Park City Cooperative Preschool and Childcare Facility Lease Staff Report
Exhibit A: Park City Cooperative Preschool Letter
Exhibit B: Draft Property Lease Termination

VIII. NEW BUSINESS

1. Consideration to Continue an Ordinance to Approve the 958 Woodside Avenue Plat Amendment, Located at 958 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Continue to a Date Uncertain
[958 Woodside Avenue Continuation Report](#)
2. Consideration to Approve Ordinance No. 2023-26, an Ordinance Approving an Extension of City Council's April 28, 2021 Approval of Ordinance No. 2022-10, An Ordinance Approving 1304 Park Avenue Plat Amendment, Located at 1304 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action
[1304 Park Avenue Staff Report](#)
[Exhibit A: Draft Ordinance No. 2023-26 and Proposed Plat](#)
[Exhibit B: Recorded Encroachment Permit](#)
3. Consideration to Authorize the City Manager to Enter into a Design Professional Services Agreement with VCBO, for Design Services for PC MARC and PC Sports Complex Schematic Design, Not to Exceed \$87,000, in a Form Approved by the City Attorney
(A) Public Input (B) Action
[MARC & PCSC Schematic Design Contract Staff Report](#)
[Exhibit A: VCBO Scope of Work & Fee Proposal](#)
4. Consideration to Authorize the City Manager to Execute a Contract Addendum in a Form Approved by the City Attorney's Office with Stanley Consultants, Inc, for the Upper Main Street Improvements Project Not to Exceed \$489,200
(A) Public Input (B) Action
[Upper Main Street Improvements Project Contract Addendum Staff Report](#)
[Exhibit A: Stanley Consultants, Inc Original Agreement](#)
[Exhibit B: Invoiced Expenses for Services Rendered](#)
5. Consideration to Approve a Three-Year Professional Service Agreement with Park Silly Sunday Market (PSSM) for Event Planning Services for the Fourth of July and Miners' Day Not to Exceed \$50,000 annually for a Total of \$150,000 over Three Years), in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Special Event Planning Service Agreement Staff Report](#)
[Exhibit A: Draft Service Provider Agreement with PSSM](#)
[Exhibit B: PSSM Event Planner Proposal](#)

IX. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Transit

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

4:15 p.m. - Microtransit Pilot Analysis

Suggested Action:**Attachments:**

[Microtransit Pilot Analysis Staff Report](#)

[Exhibit A: High Valley Transit's Park City Microtransit Pilot Report](#)

[Exhibit B: Microtransit Survey Summary](#)

City Council Staff Report



Subject: Microtransit Pilot Analysis and Future Options Discussion
Author: Sarah Pearce, Alex Roy, Kim Fjeldsted, Scott Burningham, Robbie Smoot, Franklin Williams
Departments: Transportation
Date: May 25, 2023
Type of Item: Work Session

Summary

This report is an overview of the 2022/23 Park City microtransit pilot, community outreach, and options to consider for the future of microtransit services in Park City.

The work session presentation will be conducted by our Short Range Transit Plan consultant, Jason Miller of Fehr & Peers. The work session evaluation will include statistical analysis, lessons learned, goals and outcomes discussion, and a list of potential options to consider the future of microtransit in Park City.

Background and Analysis

On [October 6, 2022](#), [City Council approved](#) the implementation of a microtransit pilot program in Park City with the intent to expand transit coverage in areas that do not have conditions favorable to provide traditional, fixed-route services or are underserved by PC Transit. On November 13, 2022, the microtransit pilot launched in upper Park Meadows, Thaynes Canyon, and Royal Street neighborhoods.

Initially, microtransit was inefficient and not widely utilized. As a result, on March 1st, we expanded microtransit Citywide to increase ridership.

See **Exhibit A** for a detailed report produced by [High Valley Transit](#) (HVT). Highlights include:

Pilot Performance at a Glance:

- 16,100+ microtransit trips in Park City from November – April;
- 1,700 riders took 2+ rides;
- 555 riders took 5+ rides;
- 272 rides per day after the March 1st expansion vs. 34 per day before March;
- \$17.94 cost per ride after March 1st expansion vs. \$120.40 before March;
 - For comparison, our fixed route system averages approximately \$5.50 per rider.
- 63% of rides were shared after March 1st expansion; and
- 3.9 average micro utilization (passenger per hour) after March 1st expansion.

Ride Filtering

The HVT app has ride filtering logic to only provide a micro trip if there is not a good, fixed route option. The logic was customized based on Park City's input, and micro trips were not offered if:

- There was a fixed route trip that could get the rider to their destination without adding more than 25 minutes compared to a micro trip; and,
- The fixed route trip required less than 250 meters of walking.

- The walking parameter was originally set at 500 meters. Initial community feedback said 500 meters was too much due to winter conditions, especially in neighborhoods with steep streets without sidewalks. However, when we adjusted to 250 meters, we likely created more “door-to-door” rides in our attempt to accommodate the feedback.

Most Popular Origins and Destinations

Many microtransit trips served to connect riders to fixed route stops or key destinations, including Fresh Market, Montage, Old Town Transit Center, Stein Erikson Lodge, Homestake Road, Ontario Lodge, and Silver Lake Lodge. Analyzing the most popular micro trips gave us insight into potential changes to our fixed routes. For example, our analysis shows that one of the most popular micro trips was between Fresh Market and the Montage. Thus, we are considering changes to the Purple Route to accommodate this proven service demand.

A more detailed analysis will be discussed in the work session.

Community Feedback

Community feedback was conducted in two ways. The first was a short survey community-wide. The second was a conversation directly with the Royal Street community, which was an important driver of our early microtransit discussions.

Community-Wide Survey

A 14-question survey was available from April 10 to May 1, 2023. The survey was promoted to Park City Polco subscribers, sent to microtransit users, and promoted using our social media platforms and website. A detailed finding report from the community survey can be found in **Exhibit B**.

Survey User Makeup:

- 56% of respondents identified as full-time residents of the 84060-zip code;
- 54% of respondents (54%) utilized the microtransit service in one of the Park City zones at least once over the winter;
- The most popular destination PRIOR to the Citywide expansion (November 13, 2022 – February 28, 2023) was a ski resort (38%). The second most popular destination was a miscellaneous category titled “Other” (34%), and the third was to travel to work (30%);
- The most popular destination AFTER the Citywide expansion (March 1, 2023 – April 15, 2023) remained a ski resort (45%). The second was to work (41%) and the third was Other (39%); and
- 53% of riders said they would prefer to use the bus service over microtransit (47%) if the two options were within walking distance of their home.

Survey respondents indicated positive experiences with microtransit, including the convenience and ease of use, access to locations not serviced by fixed routes, flexibility, and the free or no-charge service.

Feedback and ideas for microtransit service improvements include:

- Reliability and frequency of service;
- Expansion to surrounding areas;
- More education/information about the service;
- Better app functionality and improved map detail to aid orientation;
- Larger vehicles;
- Driver training and behavior; and

- Interconnectivity with existing fixed routes and times for HVT & PCT

Royal Street Feedback

Royal Street is the only area where microtransit replaced fixed-route service during the pilot program. Feedback from Royal Street riders includes:

- One user took micro 50 times throughout the season and said the driver always picked up nearby and was always on time;
- If we had more than 4 people in our group, micro couldn't accommodate us;
- During heavy usage periods (Sundance), the service was in high demand and mostly unavailable;
 - PC Transit and HVT made a joint decision not to adjust service during peak events like Sundance this past year. This could be adjusted in the future if desired.
- Could not plan rides ahead;
- Expanding to the Citywide changed the microtransit experience;
 - You can do more than just take micro to ski and can go other places; However, response times went up significantly;
- When you opened to Citywide; there's no way to tell if they're picking up another person for a shared ride;
- Responsiveness was really good before expansion and unpredictable when it went Citywide;
- Would support permanent service if it can be fine-tuned; and
- We were happy that there was a continuation of transit in the area. While there were some positives with the service given the choice, we would still choose bus service on Royal Street over microtransit.

Lessons Learned

- If the goal is to have 100% access to free public transit in Park City, micro gets us there without having fixed route resources in low-utilized areas;
- Gives neighborhoods without fixed route access to public transportation. However, not many used the pilot in these neighborhoods;
- Riders were concerned about the ability to access a ride, especially during peak times. Fixed route service is more reliable;
- The pilot resulted in more miles traveled locally via microtransit than if the equivalent number of people would have traveled by private car, so we need to know more about the ability to increase the shared ride feature that pushes more aggregation of shared trips;
- Reduces parking demand;
- Micro is more expensive per rider than fixed route and requires more funding the more popular it becomes due to limitations of microtransit capacity per vehicle;
- Pilot may not have been in place long enough for the community to adopt it, as best practice is to have a new transit service or route in place for at least two years to allow for rider adoption;
- In some cases, riders used micro as a door-to-door system;
- Once Citywide went into effect, ridership increased quickly, but it is undetermined how much of that was due to cannibalizing existing fixed routes (Purple);
- Unless micro returns as a Citywide service, changes will be viewed as a loss in service by those that utilized micro during the pilot; and
- Royal Street residents will ask for the return of bus service if we do not continue microtransit.

- Microtransit may help increase access to fixed route system and provide a more robust overall transit system.
- Some areas, such as Park Meadows, may be better suited to a seasonal circulator fixed route with a smaller bus.
- Learned about ridership demand and trip patterns in neighborhoods served by micro. Can help with future implementation and tweaks to parameters.

Options for the Future of the Program

We identified three main options to consider for the future of microtransit in Park City:

1. Continue the pilot project for another season following a discussion on system parameters,
2. Release an RFP to consider a permanent system; or
3. Discontinue microtransit service.

Continue Pilot

Enter into a new agreement with High Valley Transit – adjust parameters to ensure we do not duplicate current or planned fixed routes and consider zone adjustments.

- Pros
 - Quickest option to reinstate service;
 - Gives the community more time to try the service;
 - Allows us to continue to tweak the parameters to find what works best for the Park City community; and,
 - County-wide system offers consistency for the community with platform and marketing.
- Cons
 - Not able to use our federal operating grant funding to pay for the service;
 - Some parameters are linked to the county-wide system, which potentially makes it less flexible than having our own stand-alone system; and,
 - Cost per passenger likely to remain much higher than fixed route system.

RFP for a Permanent System

Release a Request for Proposal (RFP) asking proposers to bid on one of two options - Whole system (turnkey) or App only.

Releasing an RFP would provide a competitive process, qualify us to use federal funds for the expense and potentially provide a more cost-effective platform. However, the RFP process takes time. We would likely not be able to implement the service until winter. There is also potential for us to select a different platform than HVT which might confuse our community.

- **Whole System**
 - Pros
 - Vendor manages program including vehicles and staffing, freeing up transit management and recruiting to focus on fixed route;
 - Vehicle maintenance does not add to City maintenance workload; and,
 - Contractor has experience and scale that may allow for quicker start-up post RFP award.
 - Cons
 - High cost; and,
 - Limited ability to control driver, training, and system parameters.

- **App Only**

- Pros
 - System control as we would purchase vehicles, hire the drivers and purchase the app/algorithm;
 - Can scale the system to meet different demand periods and needs;
 - Could combine City services (senior service, ADA). The current software program utilized for paratransit is in need of a replacement, the app could help both paratransit and micro in the same app;
 - Robust vendor marketplace for app/software only; and,
 - Greater control over driver, training, and system parameters.
- Cons
 - More labor costs and staffing needs;
 - Heavier lift operationally;
 - More IT work for the team;
 - Initial start-up cost, hardware, and software, plus training for the team; and,
 - May need to purchase and maintain vehicles depending on zone decisions.

Cancel - No microtransit

If one of the goals for microtransit is to reduce traffic, we are not achieving that goal in its current form. We could instead invest further in fixed route service enhancements. Many who used micro said if given the choice, they prefer a reliable timed service.

- Pros
 - Simpler to operate existing fixed route system/more efficient;
 - Budget could be used for improving fixed route services;
 - Eliminates perceived competition with the private sector; and,
 - Could consider more cost-effective neighborhood circulator.
- Cons
 - Some areas will not have access to public transit;
 - There was some success with the pilot project; positive feedback from riders and lessons learned; and,
 - Goes against Short Range Transit Plan recommendations.

Discussion Topics

What is the ultimate goal of microtransit?

What questions/feedback does Council have on the microtransit options?

Does Council want to move forward or eliminate any of the options?

Does Council want staff to return with more information before deciding next steps?

Exhibits

Exhibit A – High Valley Transit’s Park City Microtransit Pilot Report

Exhibit B – Microtransit Survey Summary



High Valley
TRANSIT

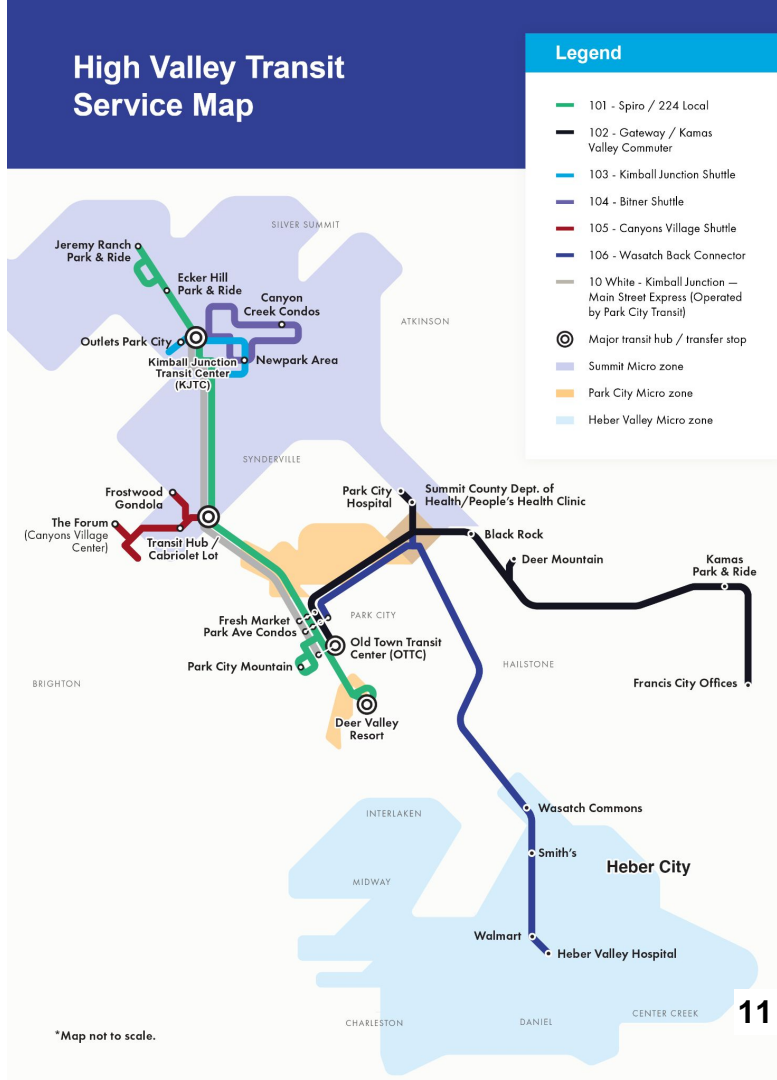


Park City Microtransit

Winter 2022-23 Service Overview

What is High Valley Transit?

- **Easy to Use:** riders use the HVT app to call microtransit rides and/or see fixed route schedules
- **Fare Free:** riders do not need to pay to use this public service, which provides microtransit, fixed route, and intermodal trips
- **New but Growing:** the service launched in July 2021, but has already provided over **1.8 million rides**, and is on track to reach **2 million this spring**



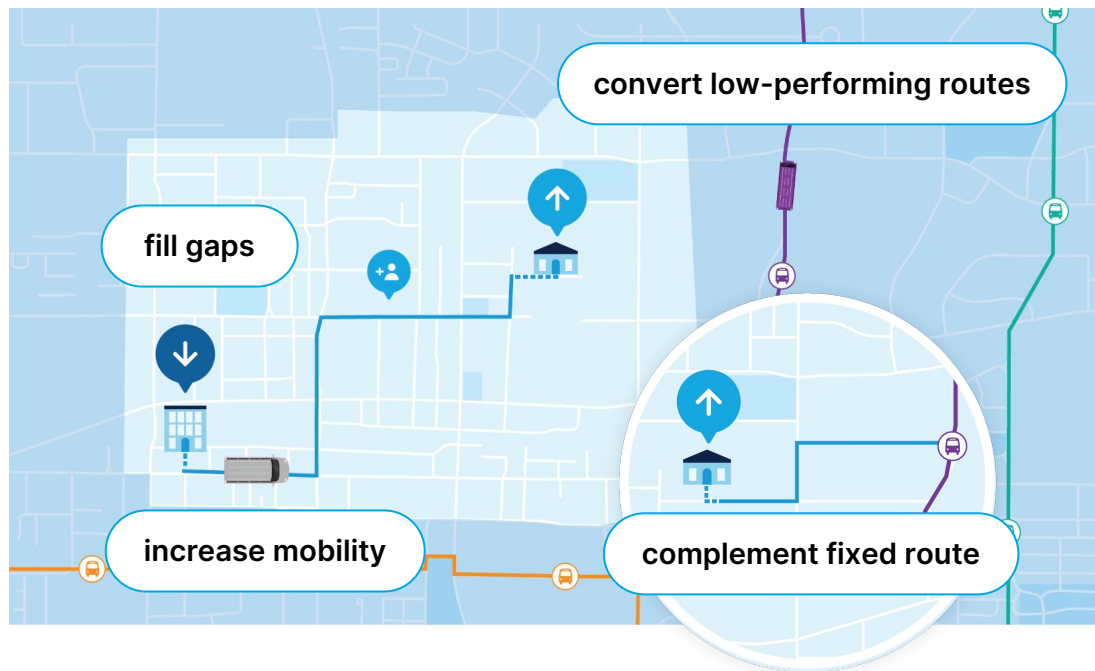
What is Microtransit?

Microtransit (sometimes called “on-demand transit”) is tech-enabled transportation where routing algorithms use real-time, on-the-ground information to group passengers traveling in the same direction into **shared rides**.

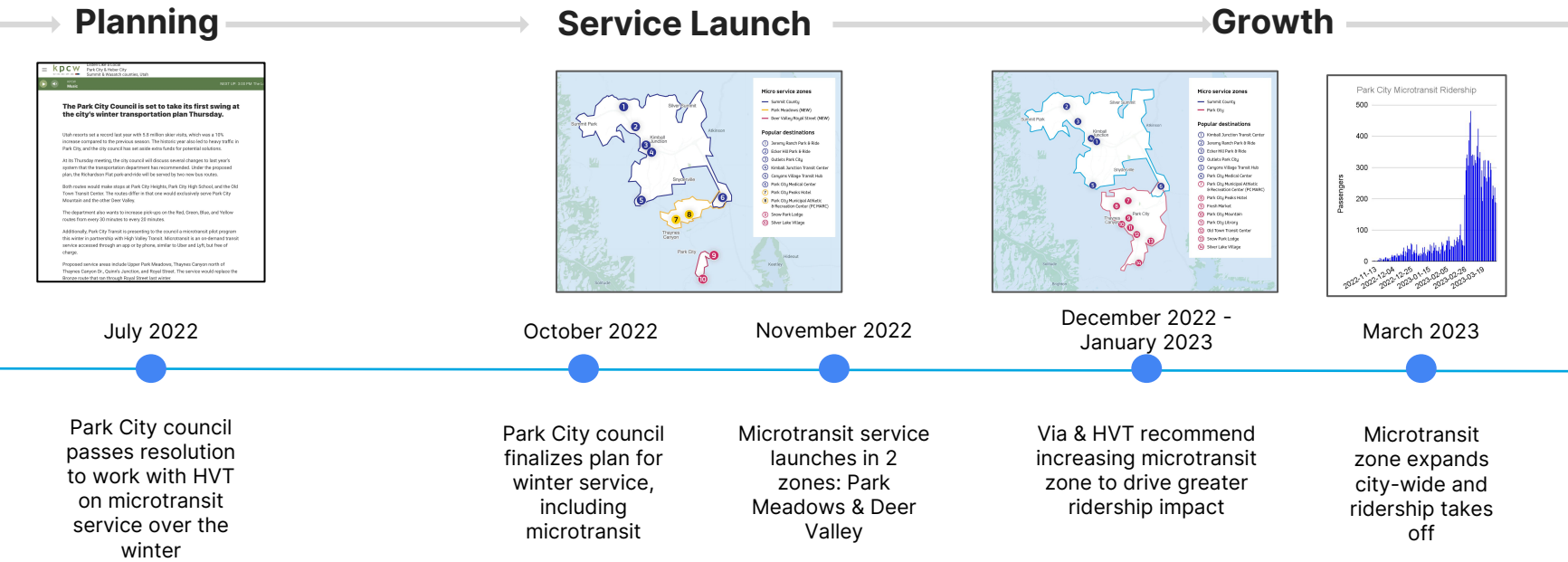


How to use microtransit.

- 1 **Fill gaps** where the fixed-route network is limited.
- 2 **Complement** fixed-route with first and last-mile solutions.
- 3 **Convert underperforming fixed routes** into on-demand services.
- 4 **Increase mobility** for seniors or disabled riders.



The Park City Microtransit service evolved and improved over the course of the 5 month pilot



Park City Microtransit: Performance at a glance

16,100+

Micro trips

3.9

Average micro utilization (passengers per hour) in March 2023

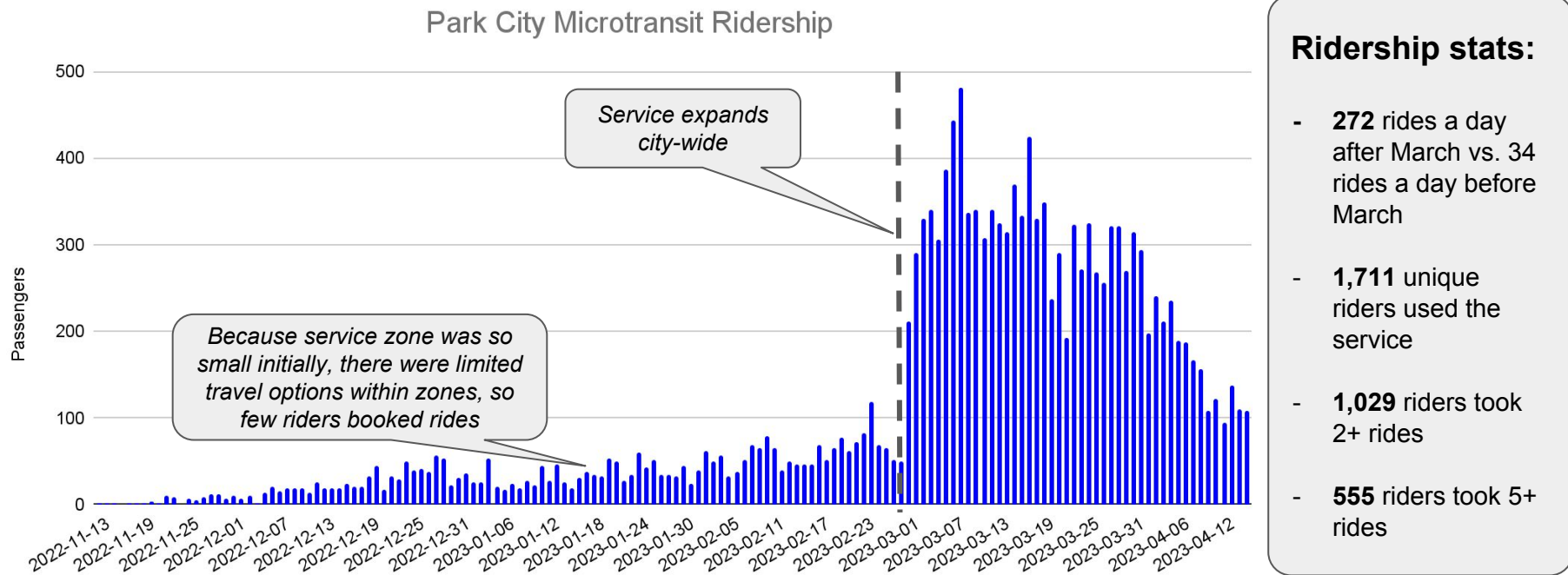
\$17.94

Cost per ride in March 2023

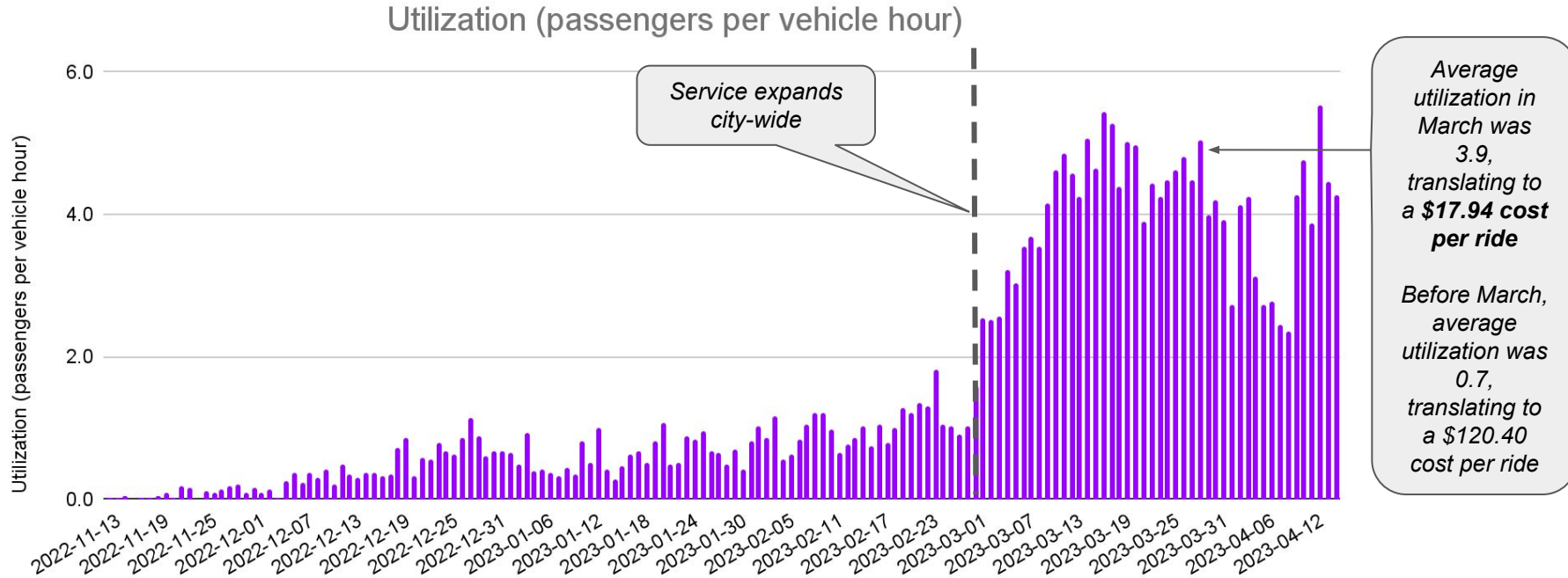
4.8

Average ride rating (out of 5)

The Park City microtransit provided over 16,100 rides, most of which occurred after the service expanded in March



**As the service expanded, it operated much more efficiently,
carrying over 5 passengers per vehicle hour on peak days**



Overall, service metrics improved noticeably after the zone expanded on March 1

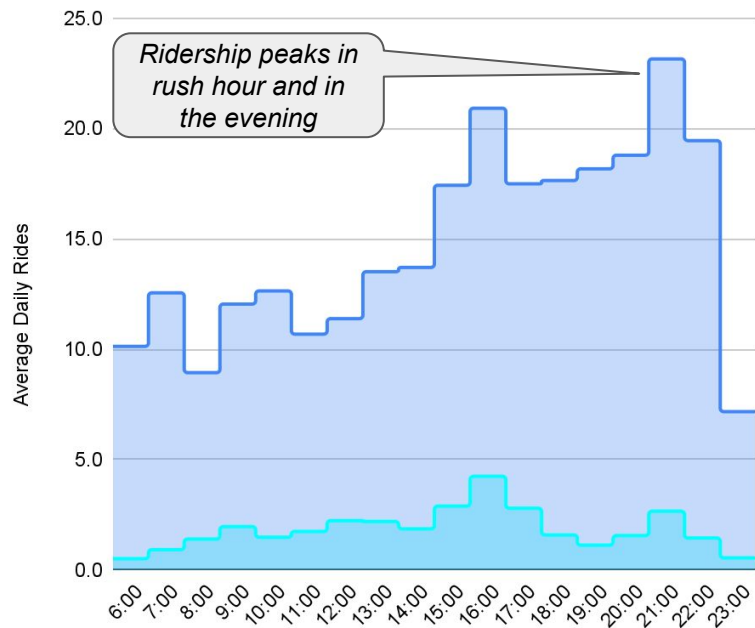
Metric	Before March 1	After March 1	Takeaways
Total Rides	3,594	12,510	Daily ridership grew by 8X after the zone expanded, as riders were no longer limited in where they could take the service/
Rides per Day	34	272	
Utilization	0.6	3.8	Efficiency grew over 6X and % of shared rides doubled after the zone expanded. With higher use of the service, it was easier to aggregate riders traveling in similar directions.
% of Rides Shared	32.6%	63.0%	
Avg Trip Distance	3.3 mi	3.2 mi	Overall, riders didn't take longer trips when the zone was expanded - there were just more travel options. Trip duration slightly increased as more rides were shared.
Avg Trip Duration	9.8 min	11.2 min	

Overall, service metrics improved noticeably after the zone expanded on March 1

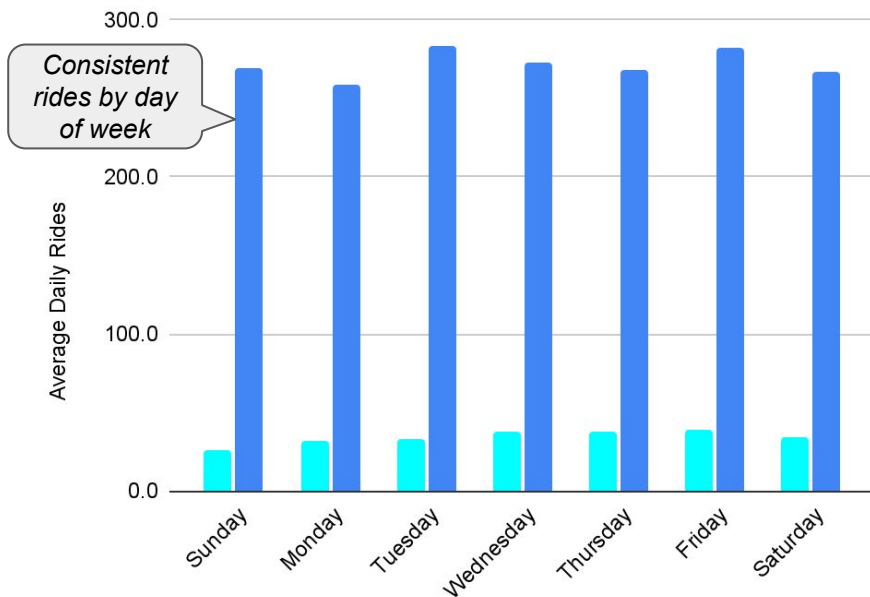
Metric	Before March 1	After March 1	Takeaways
Vans During Peak	4-5	5	After launch, van presence often helps promote a service to new riders. Given the shortness of the pilot, similar van levels were used throughout, but operated more efficiently after March.
Vans Off-Peak	2	2	
Total Shift Distance	31,036 mi	42,248 mi	With higher ridership and aggregation, the service operated more efficiently and <i>much fewer miles were spent on deadhead.</i>
Shift Distance w/ 1+ Passenger	3,670 mi	19,575 mi	
% of Miles Traveled w/ 1+ Passenger	11.8%	46.3%	

Demand grew across hours and time of day after the zone expanded on March 1

Rides by Hour Before and After Zone Expansion



Rides by Day Before and After Zone Expansion



Finally, Park City residents, visitors, and employees appreciated the service

“ Had a great ride! Short ETA, direct route, friendly driver. So cool this is an option in Park City! ”

-Comment from a March 4 rider

“ Andrew was super, and my wait was only 4 minutes. Yahooooo!!! ”

-Comment from a Jan 30 rider

3. Feedback

Heroes!

Y'all are amazing. Thank you for the wonderful HVT micro transit service. I've been using it religiously - almost daily - and have had a wonderful and consistent experience. Special thanks to the drivers who service the Royal St area (Scott, Dave, Emily, Marjorie, etc) and always bring a smile.

Transit Team - you deserve a big kudos from us. You engaged us in developing a solution to our transit problem. We were skeptical - and at times angry - and you've delivered a service beyond our expectations and well beyond any transit we've had in the past. Thank you for opening up all of Park City. I can guarantee you I'll do my part to keep my car off the road.

Your fan,
Connor McCarthy

-Park City Feedback Form on March 2

Average Ride Rating:
4.8 of 5 stars!



Rider Feedback

Some riders have reached out expressing their disappointment with the end of the microtransit pilot

From: Kelsey Christiansen [kels_christi@yahoo.com]

Sent: 4/7/2023 2:43 PM

To: nann.worel@parkcity.org

Cc: hi@highvalleytransit.org

Subject: High Valley Micro Transit in Park City

Nann,

I was just informed that Park City is not going to continue High Valley Transit availability to Park City proper. I am really disappointed in this decision and really encourage you to reconsider!

I live in Prospector and use the bus system, but when High Valley came into the City I used it regularly. The absolute convenience and reliability of High Valley was amazing. I like taking the bus to get around, but I have been driven by and left, waited for 20 mins even though I showed up 5 mins early and not been able to get a ride late night. I had stopped using the Park City bus system until High Valley came into town. I have been so jealous of my friends in Summit County that had access to Micro Transit and was so excited when it came to us! The way you can track the arrival time and you are not on a fixed route makes it so appealing, convenient, reliable and I even convinced my friends (who had given up on the bus system) to use it. I know it was being utilized because I never had a ride where I was the only rider!

We are very disappointed in this decision and urge you to reconsider!

Kelsey Christiansen

This message demonstrates how micro can bring new riders into the overall transit network

Rider Feedback

Some riders have reached out expressing their disappointment with the end of the microtransit pilot

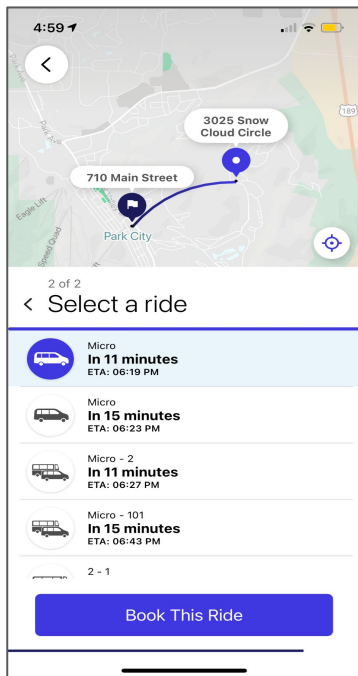


Phone call received from Summer Thomas on April 16

“We’re so disappointed in the cancellation of the service. Our family used it a lot and it kept a lot of cars off the road. We’re high up in park meadows, so we can’t reach the bus service.”

This message demonstrates how micro can bring new riders into the overall transit network

The HVT app presents riders with many transit options that could match their needs



Of the ~23,600 ride requests in Park City since March 1:



97% received a proposal with a fixed route leg



79% received a proposal with microtransit leg



63% received an intermodal proposal (micro → fixed route, or fixed route → micro)

*This means **21% of requests did not receive a micro proposal**, because the HVT app filters micro proposals when there is a good fixed route option.*

Of the 18,800+ micro proposals, 12,510 resulted in micro rides

The HVT app has filtering logic to only provide a micro trip if there is not a good fixed route option

To receive a microtransit proposal, two conditions must be met:

- 1 **All fixed route options have a low quality of service**
Do not offer microtransit where good fixed routes exist
- 2 **The microtransit option is 'better' than fixed route options**
Do not offer microtransit if it adds little relative benefit



This logic was customized based on the input of Park City; specifically, micro trips were not offered if:

- *There was a fixed route trip that could get the rider to their destination without adding more than 25 minutes compared to a micro trip AND*
- *The fixed route trip required < 250 meters (0.15 miles) of walking*



Microtransit is not available for this trip because there are alternative transportation options.

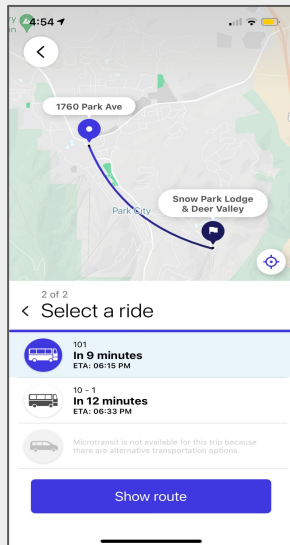
In-app message if microtransit is filtered

Examples of HVT's filtering logic

Example Trip 1

Origin: Fresh Market

Destination: Deer Valley

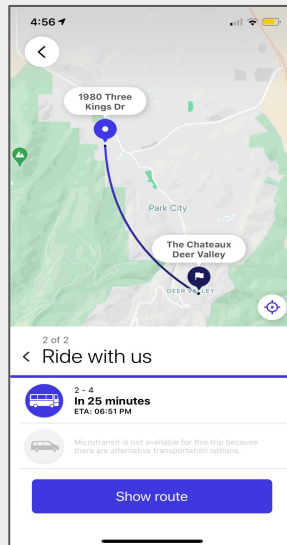


Microtransit trip was not displayed because the ride requested could easily be served by the 101 or 10 & 1

Example Trip 2

Origin: Thaynes & Three Kings Drive

Destination: The Chateau

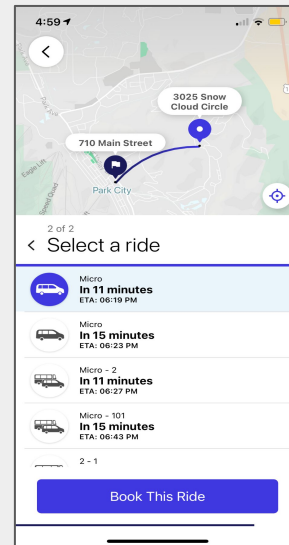


Microtransit trip was not displayed because the ride requested could easily be served by a trip on the 2 & 4

Example Trip 3

Origin: 3025 Snow Cloud Circle (rental)

Destination: 710 Main St (Thai rest.)

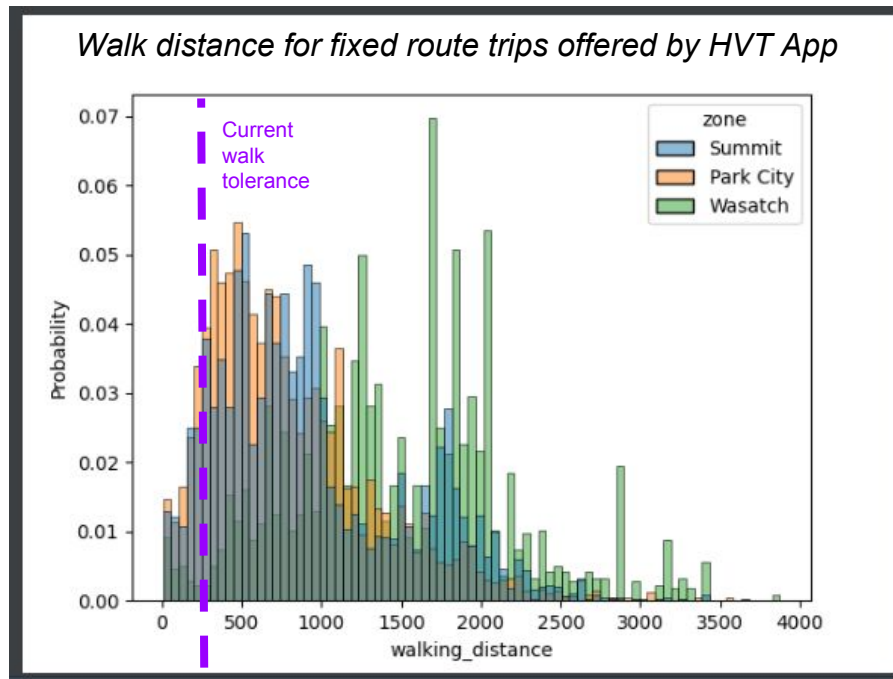


Microtransit trip was offered because the fixed route trip would require > 0.15 mile walking

While the fixed route filtering logic worked, Via & HVT recommend adjusting the parameters for future service

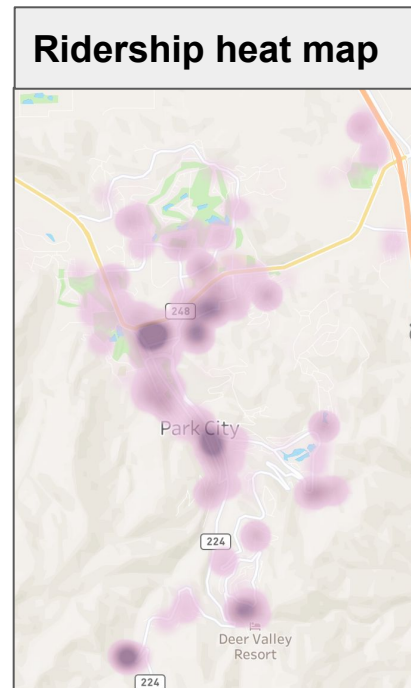
During the pilot, the HVT app was set up to not offer a micro trip if there is a fixed route trip that takes < **250 meters of total walking***

However, this is a fairly short distance and few fixed route trips require such little walking, so **Via & HVT recommend increasing this threshold to ~500 meters** for renewed service; the exact amount can be adjusted by season

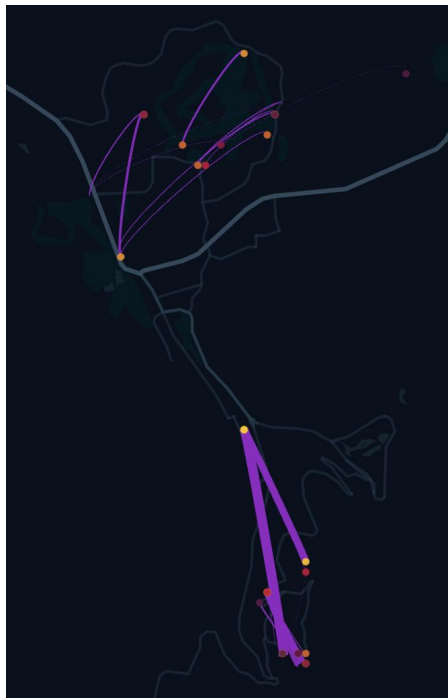


Many microtransit trips served to connect riders to Park City transit fixed route stops or key destinations

Location	% of trips starting or ending here
Fresh Market	12%
Montage	9%
Old Town Transit Center	8%
Stein Erikson Lodge	7%
1800 Homestake Road (near Fresh Market / Walgreens stops)	4%
Stein Erikson Residences	4%
Ontario Lodge	4%
Silver Lake Lodge	3%



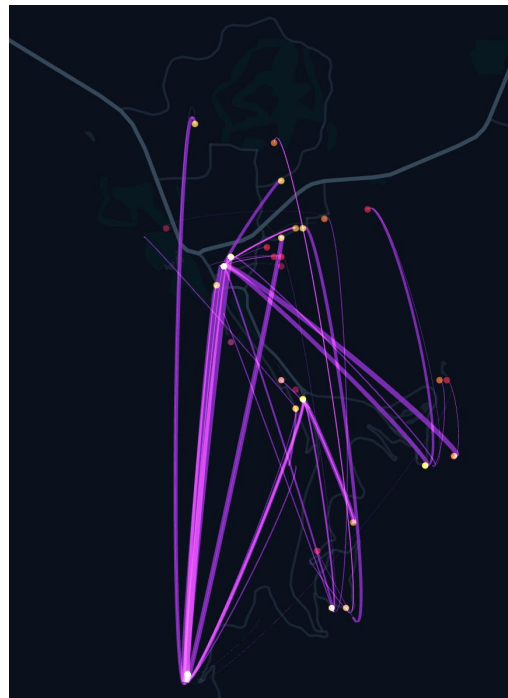
Trip potentials greatly expanded when the service zone expanded in March



20

Before March

- Trips stayed within smaller zones
- Few riders took the service, given the limited destinations that they could reach through the service



March & April

- Many more riders took the service, given the the additional destinations reachable through the service
- Many trips end at fixed route connection points (ex: Fresh Market)

Park City fixed route ridership increased during the pilot, suggesting that micro is not pulling from fixed route riders

Fixed Route Line	2021-2022 Ridership	2022-2023 Ridership	% Change
01 Red	208,561	258,578	24%
02 Green	141,653	183,364	29%
03 Blue	67,069	65,350	-3%
04 Orange	48,588	61,969	28%
05 Yellow	182,796	226,864	24%
06 Silver		44,981	-
09 Purple	40,276	51,367	28%
10 White	214,604	218,993	2%
25 Gold		21,035	-
40 Bronze	23,489		-
50 Teal	38,621	66,426	72%
Citywide	13,257	15,300	15%
PCHS Express	14,047		-
PCHS Express Sh	3,576		-
Silver Lake via	768		-
Trolley	10,841	18,291	69%
Total	1,008,146	1,232,518	22%



Across other Via deployments, we typically see that adding micro ***draws new riders into the transit system***, rather than stealing from existing modes.

For example, one Park City resident said this: “*I had stopped using the Park City bus system until High Valley came into town.*”

Overall recommendation: HVT recommends that Park City reinstate city-wide microtransit service this summer

Why reinstate service?

- The service was able to provide nearly 10,000 rides in March alone at a low cost per ride of \$17.94
- This service helped 1) bring new riders into the transit system and 2) serve trips that couldn't be filled by fixed route or would take a long time by fixed route

Why city-wide?

- As shown by the first part of the pilot, few riders would take microtransit in a reduced service area
- With similar resources, you could provide service city-wide with much higher efficiency and lower cost per ride

Why this summer?

- Pausing service between seasons will interrupt the experience for regular riders and require Park City to regrow the ridership base each season, resulting in lower efficiency & higher cost per ride during the “relaunch” periods
- Microtransit provides flexibility, and summer hours could be easily scaled back if ridership were to decrease

Other lessons learned?

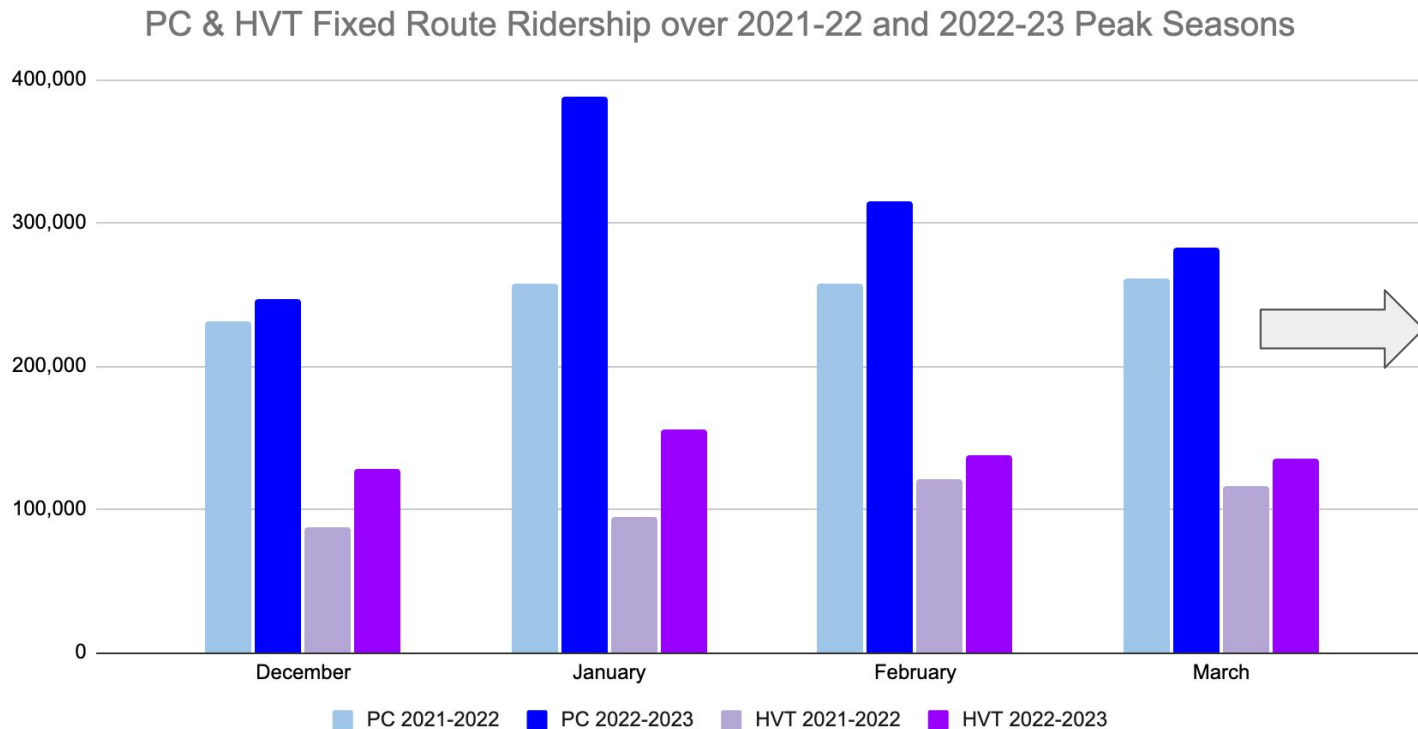
- HVT recommends increasing the walk tolerance service parameters to filter out more micro rides that could reasonably be served by fixed route

Appendix

Slides from past PC decks



Month-over-month fixed route comparisons



Park City Fixed route ridership decreased from January + February 2023 to March 2023. However, ***we wouldn't attribute this to the micro expansion. HVT fixed route saw the same trend***, despite no changes to micro in Summit county. January and February 2023 saw extremely high ridership due to the return of marquee events (Sundance) and heavy snow

Park City Zone Comparison

The initial Park City zones were far smaller than the Wasatch and Summit zones, limiting potential demand

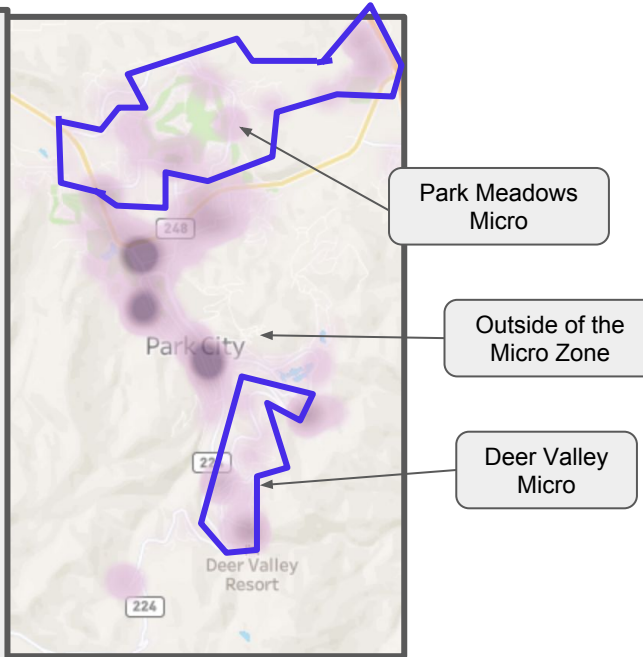
Zone	Area	Rides (2/6-2/12)*	Rides / Sq Mile
Summit County	26.0 sq miles	6,988	268.8
Wasatch	34.6 sq miles	2,262	65.4
PC Meadows	3.1 sq miles	298	78.4
Deer Valley	0.7 sq miles		
Overall PT Zone	120 sq miles	N/A	N/A

Requests in Park City

Most ride requests through the HVT app in the Park City area have come from outside of the micro zones

HVT Ride Requests

- Dots represent where ride requests in the HVT app originated
- The darker the color, the more requests that have come in from that area
- The areas where most requests have been received lie outside of the existing Park City micro zones
- Some of these requests are along fixed route lines, but their destinations may be in areas farther from fixed route, and others require longer walks to the fixed route line, which could be served by micro



Implications & Considerations

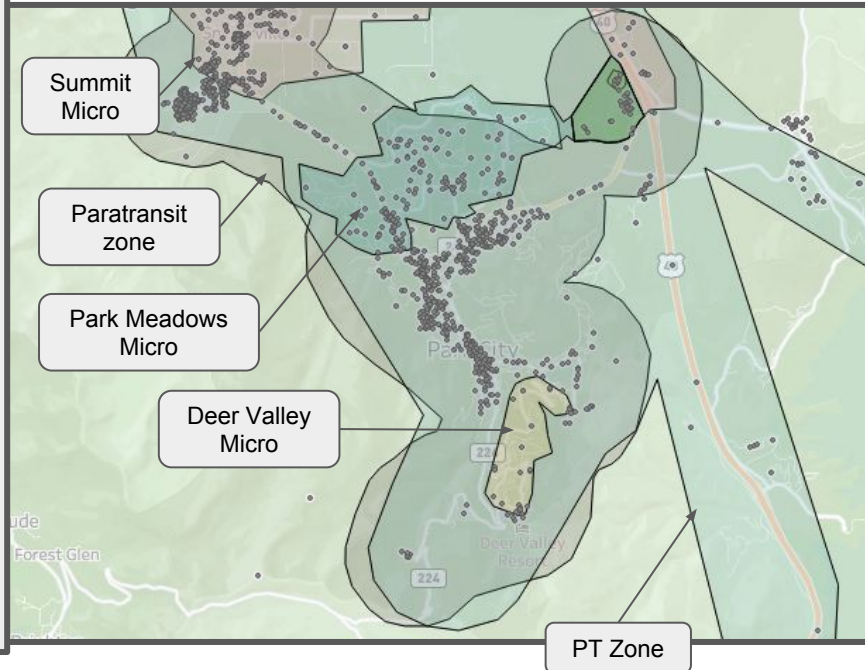
- There is likely **greater interest** for the micro service **outside of the current zones**
- Riders may be confused about which area the microtransit zone covers, and may be trying to book micro rides from outside of the zone
- **If the zone were expanded, it could be structured to avoid fixed route cannibalization, while drawing more riders to the transit systems**

HVT Account Creation in Park City

The majority of HVT accounts created in Park City were created outside of the existing microtransit zones

HVT App Account Creations

- Dots represent where accounts were created
- Areas with more dots had more account creation
- Microtransit, paratransit, and public transit zones are displayed on the map

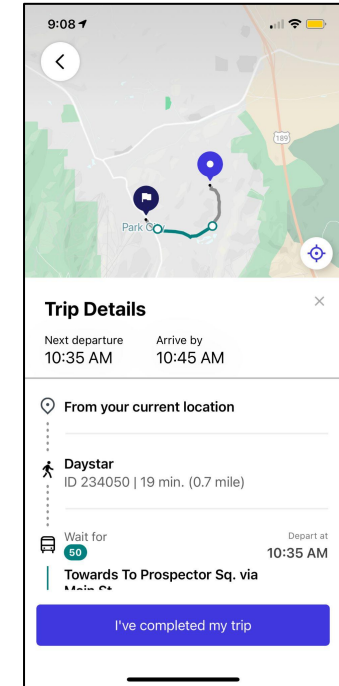
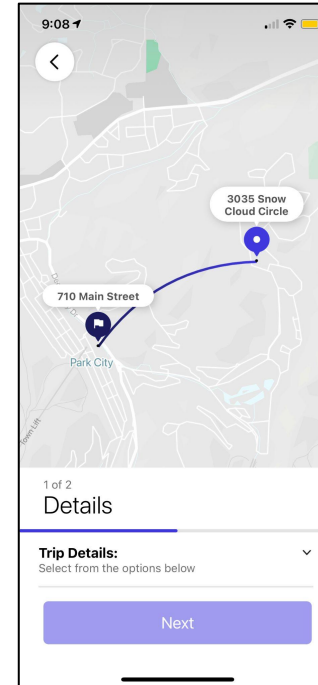


Implications & Considerations

- There is likely **greater interest** for the micro service **outside of the current zones**
- Riders may be confused about which area the microtransit zone covers, and may be trying to book micro rides from outside of the zone
- If the zone were expanded, it could be structured to avoid fixed route cannibalization, while drawing more riders to the transit systems

Example Use Case for Expanded Zone

- **Pickup**: 3035 Snow Cloud Circle (rental property)
- **Dropoff**: 710 Main Street (Thai restaurant)
- **Recommendation Today**: Passenger would need to walk 0.7 miles to the 50 fixed route line
- **Recommendation with Expanded Zone**:
Passenger could take a micro ride to the 50 fixed route line



Microtransit Survey Response Summary

Online Survey 113 Total Responses

A brief, 14-question survey was available from April 10 to May 1, 2023 on Polco, the new survey administration platform implemented by the Community Engagement department. All existing Park City Polco subscribers were notified of the Microtransit survey. It was also promoted through social media, our app/website, and notifications sent to microtransit users in the High Valley Transit app.

The survey included 8 multiple-choice questions:

- 56% of respondents identified as full-time residents of the 84060-zip code
- The majority of respondents (54%) had utilized the microtransit service in one of the Park City zones at least once over the winter.
- 30% described using microtransit more than once a week PRIOR to the city-wide expansion (November 13, 2022 – February 28, 2023). The same number of respondents used the service occasionally.
- 42% described utilizing the service more than once a week AFTER the citywide expansion (March 1, 2023 – April 15, 2023). The second most popular response was using the service occasionally (25%).
- The most popular destination PRIOR to the citywide expansion (November 13, 2022 – February 28, 2023) was to Travel to a ski resort (38%). The second most popular destination was Other (34%). The third most popular destination was to travel to work (30%).
- The most popular destination AFTER the citywide expansion (March 1, 2023 – April 15, 2023) was travel to a ski resort (45%). The second most popular destination was to travel to work (41%). The third most popular destination was Other (39%).
- 43% of the respondents used the fixed-route service about as often as they did before the microtransit pilot program. The second most popular response was using the fixed route more often after the microtransit program (31%).
- 53% of people would opt to use the bus service over microtransit (47%) if these two options were within walking distance of their homes.
 - People generally feel that the bus service is more dependable and consistent than microtransit. Respondents appreciate the fact that the bus service operates on a regular schedule and is easy to plan around and being able to know what to expect from the bus service. Respondents also appreciate that the bus is more widely available and can accommodate more people than microtransit.

Some of the aspects that the respondents like about the microtransit pilot program include the convenience and ease of use, access to locations not serviced by fixed routes, flexibility, the expansion of the service, and that it is a free service. Many of the respondents expressed frustration with the current service and suggested improvements that need to be made to make the service more reliable and convenient.

Among the 6-open ended questions, the city-wide expansion seemed to have a positive impact on the experience with microtransit service in Park City for many of the respondents.

Feedback and ideas for improvement include:

- Reliability and frequency of service

- Convenience
- Expansion to surrounding areas
- More education/information about the service
 - Helping educate the public more about microtransit's service model and how to use the app
 - Some of the respondents expressed frustration due to the lack of a door-to-door service
- Better app functionality
- Larger vehicles
- Improving walkability and sidewalk conditions
- More communication and information for riders
 - Microtransit tutorial/explanation
- Driver training and behavior
 - Improve training for drivers & requiring microtransit to follow certain rules
- Routes and coverage areas

Additional feedback and ideas for improvement include:

- Consistency in short wait-times
- Protection from the elements/improving walkability
- Better app functionality
- Interconnectivity with existing fixed routes and times for HVT & PCT
- More in-app map detail to aid orientation

Open-Ended Comment Summary

Please note, this summary includes multiple themes mentioned within a single comment, and not all respondents responded to the 6 open-ended questions, so the list below may not add up to the total number of open-ended comments.

Theme	Detail	# of Comments
Citywide Expansion	Mentioned a positive impact from the citywide expansion	22
Convenience/ease of use	Mentioned liking microtransit due to it's convenience and ease of use	19
Reliability	Expressed a need for improvements in reliability for microtransit	17
Reliability	Mentioned a preference for the bus service over microtransit due to reliability	16
Schedule	Mentioned a preference for the bus service over microtransit due to the consistent schedule	12
Convenience	Mentioned a preference of microtransit over bus service due to convenience	9
Expansion	Expressed a need for improvements in expansion to more areas for microtransit	8

Direct Routes	Mentioned a preference of microtransit over bus service due to the availability of direct routes to their destinations	7
Availability of Microtransit Vehicles	Mentioned a lack of available microtransit vehicles	7
Information/Communication	Expressed a need for more information/communication about the microtransit service	6
Free	Mentioned liking microtransit because it is free of charge	5
Efficiency	Mentioned a preference for the bus service over microtransit due to efficiency	5
Citywide Expansion	Mentioned a negative impact from the citywide expansion	3
Citywide Expansion	Mentioned a neutral impact from the citywide expansion	3
Personalization	Mentioned a preference for microtransit over bus service due personalization capabilities	3
Flexibility	Mentioned a preference for microtransit over bus service due to flexibility	3
Comfort	Mentioned a preference for microtransit over bus service due to comfort	3
App Functionality	Expressed a need for better app functionality for microtransit	3
Larger Vehicles	Expressed a need for larger vehicles for microtransit	3
Access	Mentioned a liking for the access to locations not serviced by fixed transit lines	2
Flexibility/Versatility	Mentioned a liking for the flexibility/versatility that microtransit provides	2
Environmental Impact	Mentioned a preference for the bus over microtransit due to the more positive environmental impact	2
Familiarity	Mentioned a preference for the bus over microtransit due to the familiarity with the service	2
Convenience	Mentioned a preference for the bus over microtransit due to convenience	2
Elimination of Service	Expressed a need for the elimination for the service and need for a replacement with bus routes	2

Open-ended Feedback Form- 18 Responses

Comments from the Feedback Form
The service to and from American Flag is inconsistent and undependable. Most of the time the app says something like “too busy try later”. My wife has given up. No one is expecting immediate service but unless the app can be relied upon for actual transportation, this service is worthless. “Try back later” is not acceptable.
It would be helpful if drivers were allowed to drop passengers at a bus stop other than the closest bus stop. For example, dropping at PC MARC instead of a bus stop closer to my home but exposed to the elements would be nice. For another example, dropping at a bus stop that may not be the closest bus stop but one that serves a different bus line which will get me to my ultimate destination more directly (i.e., without an extra 25-minute scenic ride around Park City and a transfer). I appreciate the service and hope it continues, but it is difficult for me to get others (who are less accepting of inconveniences) to use it. Slight changes in policy can make huge improvements in the level of service and ultimately in adoption by residents. Thanks.
I have tried at least a dozen times to get a micro transit from my home in Park Meadows to the Park City Mountain base. Every time I've tried there is not one available if a ski rack is required. What?!? We live in a ski town - every ride should be equipped with a ski rack in the winter!
<p>For travel WITHIN DEER VALLEY, this has been a good service and, in some respects, better than the former fixed schedule service.</p> <p>There were several times when no rides were available and we and several neighbors were stranded at either Silver Lake or Snow Park. To go OUTSIDE OF DEER VALLEY, this is of marginal value. The micro transit needs to go to the Old Town Transit Center. To go get my mail and return home, I need to take 4 separate rides. That takes too long and I would have to stand outside twice to wait for rides. It isn't convenient to go to dinner or elsewhere as the ride only goes to Silver Lake or Snow Park. Standing in the dark at Silver Lake or Snow Park after dinner at a dimly lit, unheated bus stop is very unappealing. Believe it or not, people who live here actually leave Deer Valley for things like mail, groceries, library, skiing at PCMC, etc. Please expand the route to include the Old Town Transit Center as a stop.</p>
<p>Great program! Would love to see more accommodation for those with small children in car seat. We live in trailside and don't have any bus access and can't take micro transit unless we haul the car seat. It makes getting to the mountain to ski impossible...because where would we put a car seat while we ski!</p> <p>Would love some more thought to that for all the families in Trailside. Perhaps some of the vans have car seat options? ...just like there is ADA option or ski rack? Thanks for all you do!!</p>
In my experience, the actual times to get microtransit vary greatly from estimated time at booking - this makes meeting a microtransit to bus very difficult if not impossible. Response times need to be better and far more accurate to make the system work.
<p>Comments regarding the app:</p> <p>Pick up from my house in Park Meadows is very good, but you cannot toggle easily between the different routes that are offered. If I select a route and don't want it, I can't go back</p>

automatically to see the others without re-inputting all the original information. This is not good.

Comments regarding boundaries:

These need to be rethought. It makes no sense that I can get micro transit to connect me to a bus to go to the ski mountain but I can't get it to take me or pick me up from stores in the snow creek. Such as the market at snow creek the state liquor store, five seeds, etc. It is unreasonable to think that having shopped at those and with bags, one would have to walk to a distance to meet a bus or van. Comments about drivers: they are all terrific. Without exception, they have often taken me exactly where I want to go because they agree that the route suggested is terrible. For example, at my house I can get Michael Transit to drive me. What would be a nine minute walk to the intersection of 224 and Meadows Drive but then they are told that they are to leave me on the highway to 24 and wait for the 101 bus. This 101 bus does not always come when scheduled and sometimes I have a 15 minute wait. This is silly because they are going to the direction that my final destination is so frequently they've taken me closer or even to it. They probably aren't supposed to, but it's just common sense.

Comment about connections from van to bus stops. Or pick up locations. Sometimes the app just refers to them as things like a building. And it doesn't clearly designate where on the map this is, for example, once, when I was trying to take your service from Park City mountain to my house. I was told to walk to the first time condos or something like that even that I live here in Park City I wasn't quite sure where that was and when I called your telephone number they weren't either. So we just set up an informal pick up spot for the van to get me. If you are going to have people directed to use stops, they need to be clearly shown on a map on your app or a street address clearly given. Especially, if you want out of towners to be using this service.

Last the 101 bus does not come with the frequency that the Xpress bus does. And when it does come to our stop, it is often full. I'm sorry if there are a lot of typos here. I have to dictate this because I injured myself. If you would like to discuss this further, you're welcome to call me on ***-***-****. Thank you I really want this to be a success for everyone.

Tried the Royal street one time. Worked great going down but not at all coming back. I ended up using Uber for \$17 to go 2 mile to my home on golden eagle from snow park. Dismal result. Why would I use it if totally unreliable

Please consider adding micro service to the townhomes near the Jordanelle and Mayflower

How about expanding to different parts of Summit County, like Wanship and Coalville. It's really no farther than Heber City or Kamas and Francis and plenty of Park City employees live down here.

Every time I intend to use public transportation from Old Town, it gives me "No, not available in that area" What IS available from downtown? You're advertising that it's available. In practice, it's so hard to figure out how to use it from the library. For instance, for me to go to Canyons village takes 1 hour and 3 buses. It's not convenient; hence I won't use it. Is there a better way to utilize the busses?

Or do I not know how to use it? Can you please create a tutorial how to use microtransit together with the bus service?

I have tried over a dozen times this winter to use microtransit to get to Park City Mountain Resort. I am never able to book a ride if I require a ski rack. This seems absurd as we live in a ski town, EVERY microtransit vehicle should be equipped with a ski rack during the winter! If you want locals to use this service, please put ski racks on all of the microtransit vehicles!

I installed the app and tried it. I could not get a ride from Silver Creek Village to Canyons Village. It told me to drive to Kimball Junction and take a bus.
I was really excited to use the program and very disappointed after I did. When I first put in where I wanted to go, I was informed it would take Approx 25 min for the transportation to arrive. Every few minutes the time would change and more time would be added on. I ended up waiting an hour before the ride came. That was disappointing. It was nothing compared to when I wanted to return. Again I put in the pick up and drop off spots and it said about 25 minutes. I waited over an hour and finally the driver called to find out where I was. For whatever reason he was directed to another area of town to pick me. Guess there was a glitch in the system. He told me I would have to reorder a pickup. I opted to get an Uber rather than wait another hour.
It was a discouraging first attempt to use the system rather than my car. I may try it one more time hoping things will go smoother.
I have always had the opinion that to make public transportation attractive to potential users, it needs to be frequent, reliable and convenient. My first experience was none of those.
When I first moved here to the Silver Springs area I had to fly to the area and was without a vehicle. Previously while visiting this area I took the Pink Line bus route that worked great. I have since found the micro transit to be inconsistent and at times unreliable. On a couple of occasions I wanted to have a pick up to go skiing, the app directed me to go the bus pickup on hwy 224 which I found to be quite a distance but also dangerous as there were not sidewalks on side of the road. Also I was not able to get a pick up to return to my home and while letting them know this I was told they still had some bugs in their system. I then took one of Park City buses and again walked from hwy 224 with my skis and ski boots on. Having said this I did have a few times where I was picked up and delivered to my desired destination as expected. However I still believe they have many issues to work out. Most in my neighborhood that used to use the pink line are using their own vehicles and not the micro transit which certainly won't help with Park City's traffic issues. I hope this input will give you some insights and is not meant to be a complaint but constructive assessment of the program. Kindest Regards, _____
I tried to reserve a micro transit. The wait was 45 min which was fine with me but then every 10 min or so the wait was getting longer and longer so I had to cancel and find another way to go to my destination. I do not mind the wait. I was expecting it and requested a ride early but I mind when the wait keep changing and get longer and longer,
Please expand this service to neighborhoods bordering park City. There are hundreds of people living in Black Rock Ridge, The Retreat, Wasatch Springs, Hideout, etc. who would use the service to get to and from Park City for work, shopping, dining, etc. We would certainly spend more money in PC if we had the option of transit in and out, without driving to a park and ride.
The microtransit service was incredibly valuable for us this year as we were displaced from our home in Old Town and were often without a car in the Kimball Junction area. I do hope that this service continues!!

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section: APPOINTMENTS

Subject:

Appointment of Jody Whitesides, Kraig Moyes, and Holland Lincoln to Serve on the Recreation Advisory Board for a Three-Year Term Expiring July 2026

(A) Action

Suggested Action:

Attachments:

[RAB Appointments Staff Report](#)

[Exhibit A: RAB Interview Questions](#)

City Council Staff Report



Subject: Recreation Advisory Board Appointments
Author: Ken Fisher, Recreation Director
Department: Recreation Department
Date: March 25, 2023
Type of Item: Legislative – Board Appointments

Recommendation

After conducting in-person interviews and reviewing applications, we recommend you consider appointing the following Park City residents to serve on the Recreation Advisory Board for the terms outlined below:

Name	Term
Jody Whitesides (Reappointment)	July 2026
Kraig Moyes (Reappointment)	July 2026
Holland Lincoln	July 2026

Appointments to the RAB are to be made by the Mayor with the advice and consent of the City Council ([Park City Municipal Code 2-4-14\(A\)](#)). Accordingly, the Mayor reviewed our recommendation and desires to seat the RAB due to expiring terms.

Analysis

The Recreation Advisory Board advises City Council on matters related to parks, recreation, and beautification initiatives. The Board may have five to nine members with three-year staggered terms. RAB vacancies are created by terms that end each July

This year's RAB recruitment was posted on the Park City Website, Park Record Newspaper, KPCW, and social media. Fortunately, the City received 10 applications, including two applicants seeking reappointment.

The interview committee consisted of Councilor Max Doilney, RAB representative Ed Parigan, Recreation Director Ken Fisher, and Division Manager Heather Todd. The Committee interviewed all applicants on May 8 and 9 and recommended the Mayor consider three applicants for her consideration.

All applicants were well qualified, which led to a robust discussion before reaching a recommendation. We tried to recommend a collection of individuals who would keep the "big picture" in mind and were not singularly focused on a particular issue, sport, constituency, or capital project or facility amenity.

The RAB may have between five and nine members. Given the number of applicants, we recommend the maximum number of members (9), which means three individuals appointed to a three-year term.

We recommended reappointing Jody Whitesides and Kraig Moyes and adding a new member Holland Lincoln. All three will have terms through July 2026. Holland will replace Ed Parigian, who served two consecutive terms (6 years) and can no longer serve on RAB and remain compliant with our ordinance.

The Recreation Advisory Board Roster

Name	Term
Holland Lincoln	July 2026
Jody Whitesides	July 2026
Kraig Moyes	July 2026
Emma Gerrard	July 2025
Meg Steele	July 2025
Julian Coffman	July 2025
Abby McNulty	July 2024
Nikki Nelmark	July 2024
Cathy Jordan	July 2024

Attachments

Exhibit A: Interview Questions

Recreation Advisory Board
2023 Interview Questions

Ken will do a quick introduction to the applicants

1. (Ken) What recreation facilities or programs do you or your family participate in?
2. (Ed) What is the role of public recreation facilities and programs in the community?
3. (Max) What are your views on the issue of public recreation facilities versus private facilities?
4. (Heather) What do you perceive to be the single greatest improvement that could be made to the recreational offerings in Park City?
5. (Ed) If selected to be on RAB, what would you want to see accomplished within the next three years?
6. (Heather) How do you balance the competing needs of user groups with limited facilities? What criteria or data would you use to evaluate scheduling and usage?
7. (Max) What are your thoughts on the level of taxpayer support recreation should receive. In other words, should the department be funded with user fees, taxes or a combination of the two. Why?
8. (Ken) Any questions for us?

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: PRESENTATIONS

Subject:

Park City Mountain and Deer Valley Resort Season Recaps

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Parking Services

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

2022-2023 Winter Parking Program Summary

Suggested Action:

Attachments:

[2022-2023 Winter Parking Program Staff Report](#)

[Exhibit A: Neighborhood Enforcement Metrics](#)

[Exhibit B: Comparative Parking Transaction and Occupancy Data Summary](#)

City Council Staff Report



Subject: 2022/2023 Winter Parking Program Summary
Author: Johnny Wasden, Manager
Departments: Parking
Date: May 25, 2023
Type of Item: Informational

Recommendation

Review the 2022/23 winter season parking data.

Summary

During the [November 3, 2022 City Council](#) meeting, Parking Services presented a parking plan designed as a critical component to the overall peak season traffic mitigation plan. City Council approved the implementation of daytime paid parking in Old Town. In February, we provided a mid-season comparative report of how the plan has affected overall parking behavior. Council agreed to sustain the implemented plan through the remainder of the winter season.

Analysis

This report is intended to provide a summary of the efficacy of the enhanced parking program for the 2022/2023 winter season.

Neighborhood Protection

Parking Services was heavily involved in the peak season neighborhood protection plan through stationing at entries of residential areas, patrolling and maintaining a presence in residential areas during peak traffic times, and enforcing the increased regulated areas implemented in the fall of 2022. **Exhibit A** represents the parking ticket issuance from daily patrols. Considering the residential patrol areas increased by roughly 150%, ticket issuance stabilized after December, indicating greater compliance. With the Implementation of the Winter Operations Plan, we have observed a positive change in our neighborhoods, less cut-through traffic, and reduced ski parking in neighborhoods.

Main Street Business Protection

The daytime paid parking program was implemented on November 17, 2022, to mitigate skier parking in and around Main Street. The program ran through April 16, 2023. **Exhibit B** illustrates the comparative parking transaction and occupancy metrics from 2019, 2021, and 2022/2023. (2020 is removed from this report as paid parking was suspended due to the COVID-19 pandemic).

Parking transactions from comparable years increased on average by 48% for the month of December and 27% in the month of January (Sundance data excluded), 14% more in the month of February, 23% more for the month of March, and then 18% more in April. The season comparison of total transactions resulted in 19% more unique

transactions this last season compared to 2021/2022. with a total of 12% more unique parking transaction increase over the entire 2021/2022 winter season between the hours of 5 pm-midnight for the sake of ratio comparison. This increase was to be expected with the implementation of daytime paid parking- a metric that was not collectible in years past.

Trends from 2019 to 2022 indicated an increase in overall occupancy, but not in parking transactions as paid times and amounts remained consistent through this timeframe. The implementation of daytime paid parking and increased parking rates have stabilized the demand with major increases in transactions, but only minor occupancy increases. Parking sessions have been averaging 2.3 hours across all parking lots, which is within a comparable range from 2019 and 2022, suggesting visitors are staying for similar time durations (although slightly later in the day) as in years past, despite the increase in parking cost.

Given the historical data, past season trends, and current paid parking program, the decision to implement a daytime winter parking plan to meet demand has sustained acceptable parking availability in China Bridge while not deterring Main Street visitation.

Employee Parking

Utilization of the employee parking permit has been high, with roughly 85%-100% occupancy each day. Due to the success of this activation, the Flagpole lot will remain employee-permit only. Since returning to free daytime parking, employees will be able to suspend their permit payments until next winter season and take advantage of free daytime parking on China Bridge.

Richardson Flat Park and Ride

The Richardson Flat Park and Ride data show increased use on peak traffic days. Paid parking, resort reserved parking, increased regulation and enforcement, and convenient transit options have all contributed to the reduction of congestion in town. **Exhibit B** illustrates the vehicle occupancy of the park and ride.

Spring Parking Plan

[Off-peak season rates](#) have been in effect since April 16th. Parking Services will be focusing on seasonal cleanup projects and equipment repairs after a challenging snow year and in preparation for the summer peak season.

Exhibits

EXHIBIT A –Neighborhood Enforcement Metrics

EXHIBIT B – Comparative Parking Transaction and Occupancy Data

EXHIBIT A - Neighborhood Enforcement Metrics

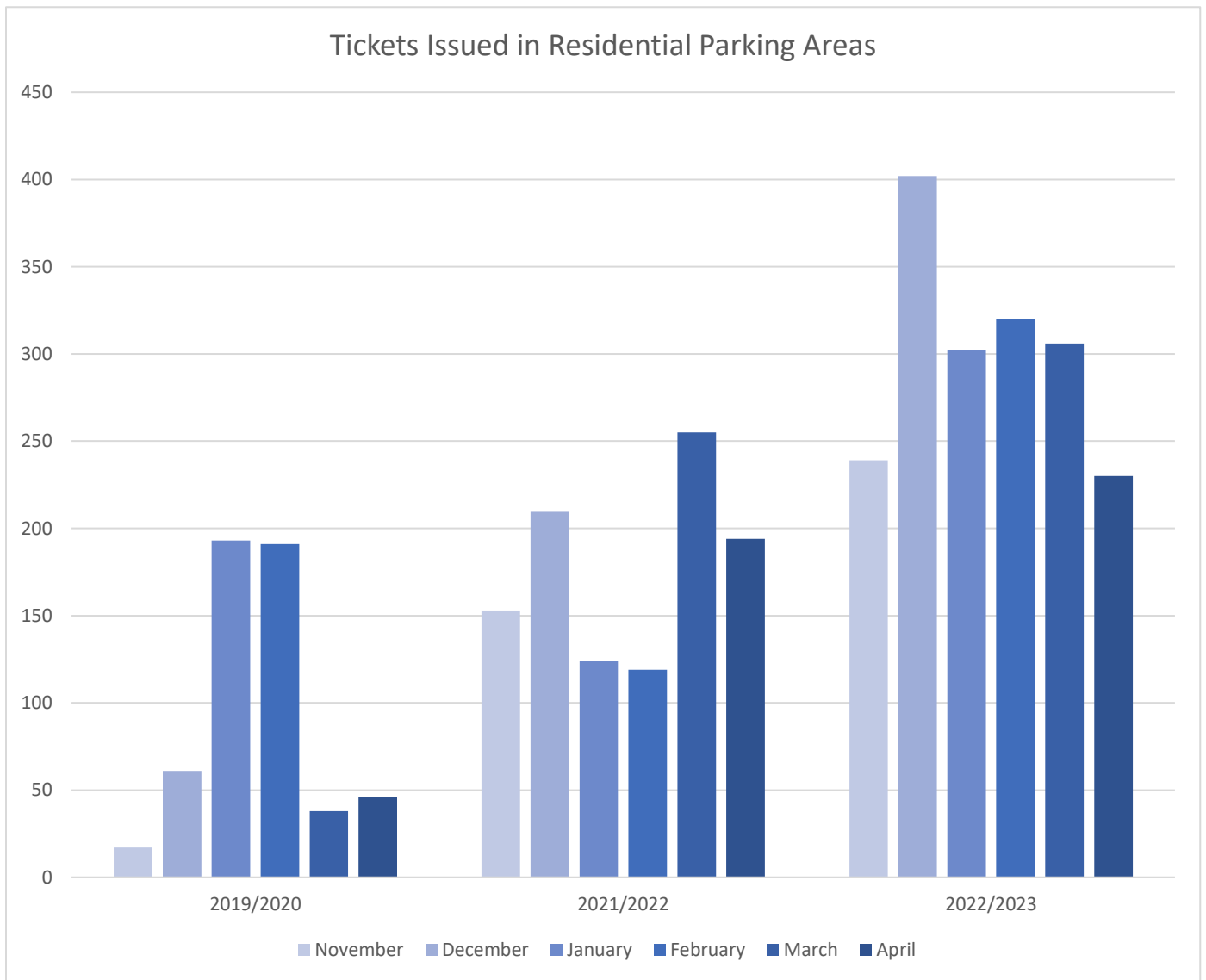
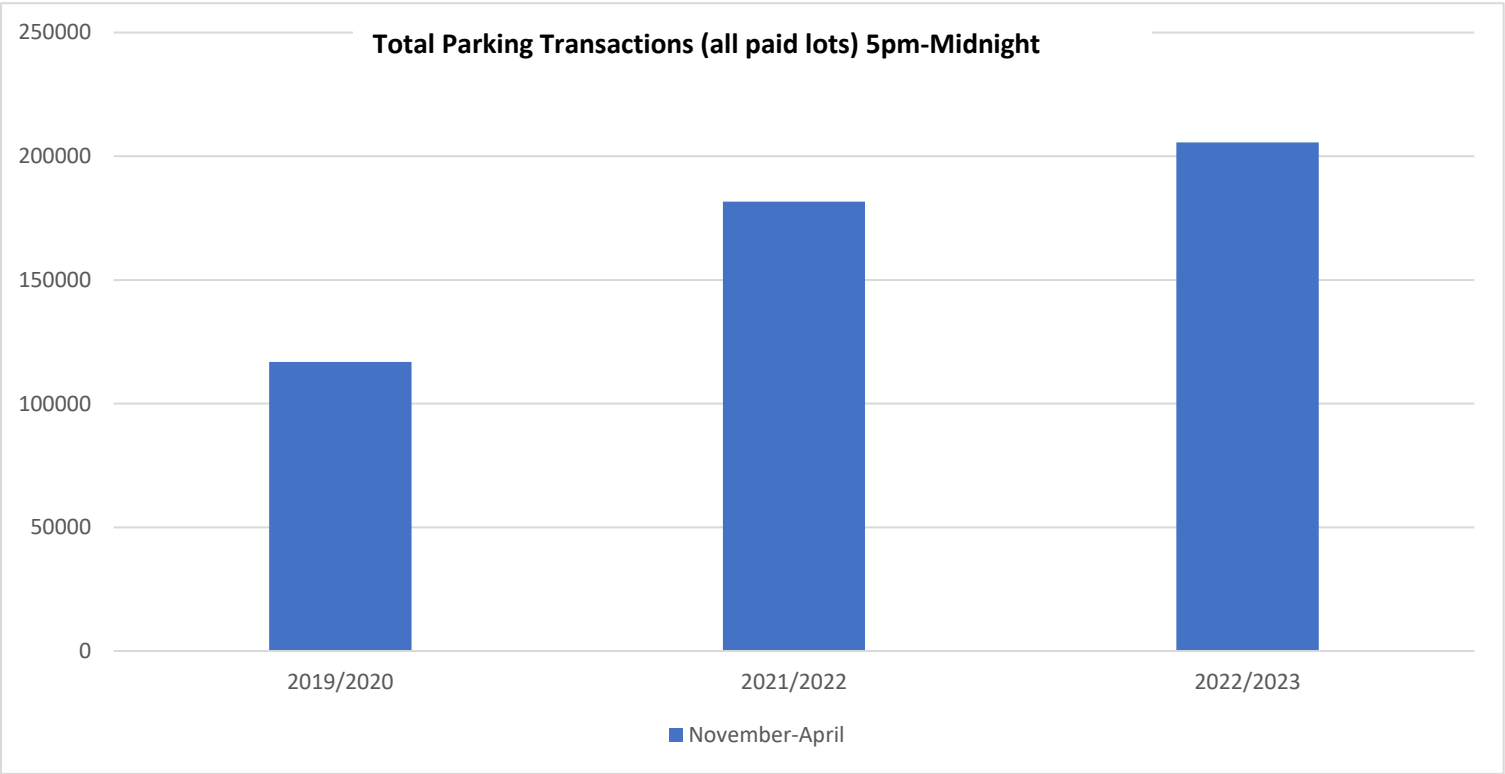
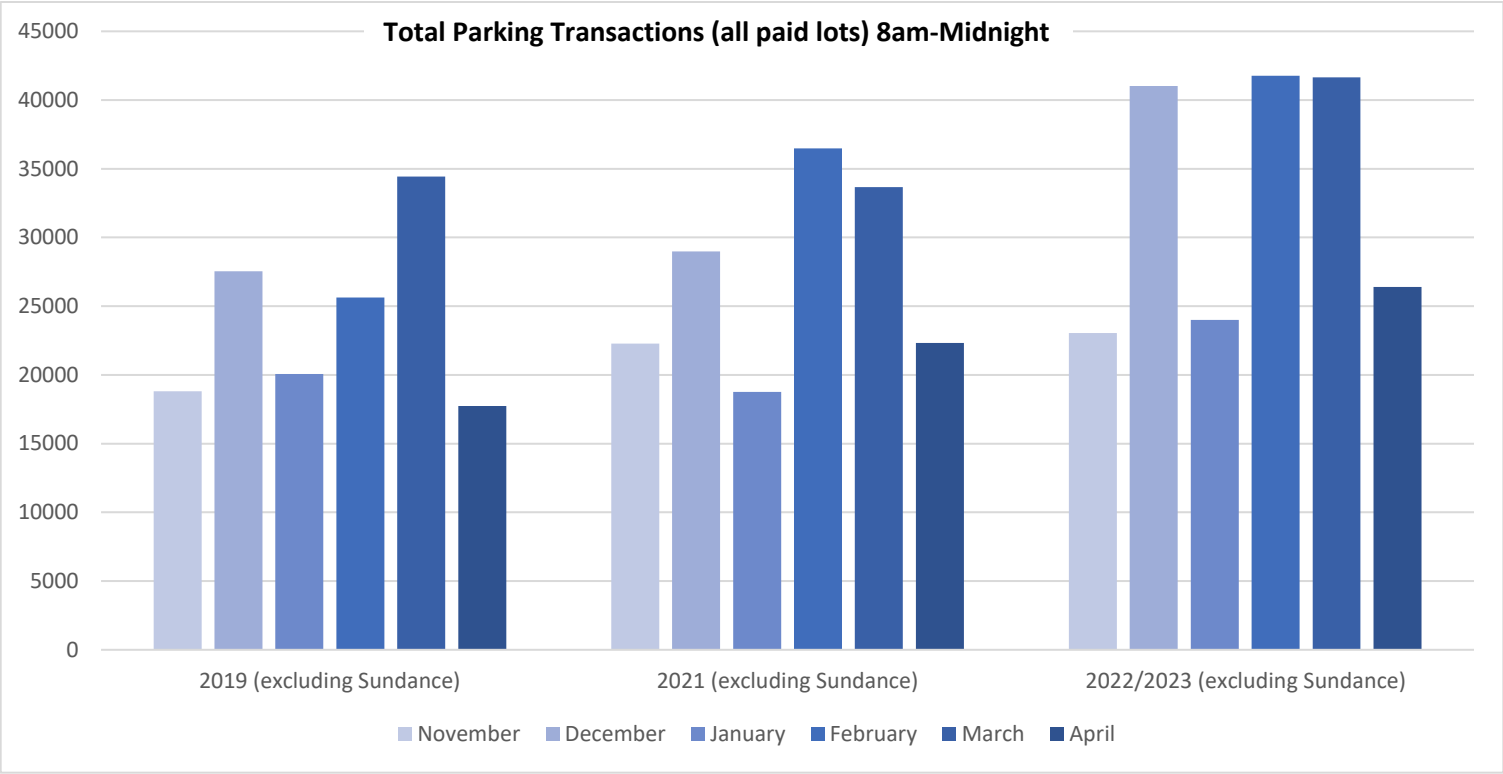


EXHIBIT B – Comparative Parking Transactions and Occupancy Data



China Bridge November-April Season Total Occupancy Averages by Hour 600 Stalls Total

2019	2021				2021	2022				2022	2023			
	Nov	Dec	Jan	Feb		Nov	Dec	Jan	Feb		Nov	Dec	Jan	Feb
0	70	99	136	98	87	74	66	112	150	104	123	101	74	120
1	63	83	112	84	77	68	52	96	120	98	92	82	55	95
2	63	72	97	70	71	65	40	79	95	82	78	74	44	71
3	62	70	92	64	78	61	38	69	93	69	70	68	39	64
4	60	70	92	62	83	60	41	68	90	62	66	63	38	65
5	60	69	87	64	88	58	53	67	88	60	63	62	38	62
6	62	75	98	70	89	60	53	71	80	60	63	64	41	62
7	76	93	113	81	93	63	64	83	81	74	79	70	55	79
8	113	135	156	110	101	76	81	119	105	104	105	92	76	110
9	155	179	198	156	136	87	123	163	152	154	161	143	120	152
10	189	222	237	197	190	101	214	224	219	217	228	175	181	210
11	220	259	277	207	219	171	257	268	263	271	327	200	214	260
12	245	300	308	255	250	195	290	311	306	332	355	208	254	302
13	260	332	334	278	284	213	306	355	352	373	364	228	282	340
14	255	336	336	296	301	214	310	375	373	394	387	231	298	358
15	247	334	343	308	308	219	321	372	394	409	406	230	318	371
16	231	316	340	320	322	210	301	374	405	412	415	236	298	376
17	191	288	317	318	322	190	289	371	406	435	439	218	264	385
18	166	287	312	309	321	187	244	368	392	449	432	210	246	396
19	154	289	317	285	304	181	230	350	375	434	391	202	221	397
20	139	274	296	254	267	142	216	330	334	391	314	182	198	378
21	123	219	264	217	221	127	189	275	284	337	238	152	181	348
22	88	174	209	182	170	109	152	225	238	255	235	140	142	257
23	79	130	163	128	110	98	139	161	187	174	167	121	110	187

China Bridge November-April 2019-2023 Total Occupancy Comparison Averages (600 Stalls total)

	2019*				2021				2022				2023			
	Nov	Dec	Jan	Feb	Mar	Apr	Nov	Dec	Jan	Feb	Mar	Apr	Nov	Dec	Jan	Feb
0	70	99	136	98	87	74	66	112	150	104	123	101	74	120	152	114
1	63	83	112	84	77	68	52	96	120	98	92	82	55	95	137	92
2	63	72	97	70	71	65	40	79	95	82	78	74	44	71	124	88
3	62	70	92	64	78	61	38	69	93	69	70	68	39	64	117	86
4	60	70	92	62	83	60	41	68	90	62	66	63	38	65	108	79
5	60	69	87	64	88	58	53	67	88	60	63	62	38	62	90	79
6	62	75	98	70	89	60	53	71	80	60	63	64	41	62	89	83
7	76	93	113	81	93	63	64	83	81	74	79	70	55	79	88	91
8	113	135	156	110	101	76	81	119	105	104	105	92	76	110	102	97
9	155	179	198	156	136	87	123	163	152	154	161	143	120	152	156	149
10	189	222	237	197	190	101	214	224	219	217	228	175	181	210	215	208
11	220	259	277	207	219	171	257	268	263	271	327	200	214	260	276	259
12	245	300	308	255	250	195	290	311	306	332	355	208	254	302	303	315
13	260	332	334	278	284	213	306	355	352	373	364	228	282	340	354	379
14	255	336	336	296	301	214	310	375	373	394	387	231	298	358	377	391
15	247	334	343	308	308	219	321	372	394	409	406	230	318	371	382	403
16	231	316	340	320	322	210	301	374	405	412	415	236	298	376	389	422
17	191	288	317	318	322	190	289	371	406	435	439	218	264	385	401	428
18	166	287	312	309	321	187	244	368	392	449	432	210	246	396	404	436
19	154	289	317	285	304	181	230	350	375	434	391	202	221	397	396	444
20	139	274	296	254	267	142	216	330	334	391	314	182	198	378	354	392
21	123	219	264	217	221	127	189	275	284	337	238	152	181	348	312	320
22	88	174	209	182	170	109	152	225	238	255	235	140	142	257	256	240
23	79	130	163	128	110	98	139	161	187	174	167	121	110	187	204	172

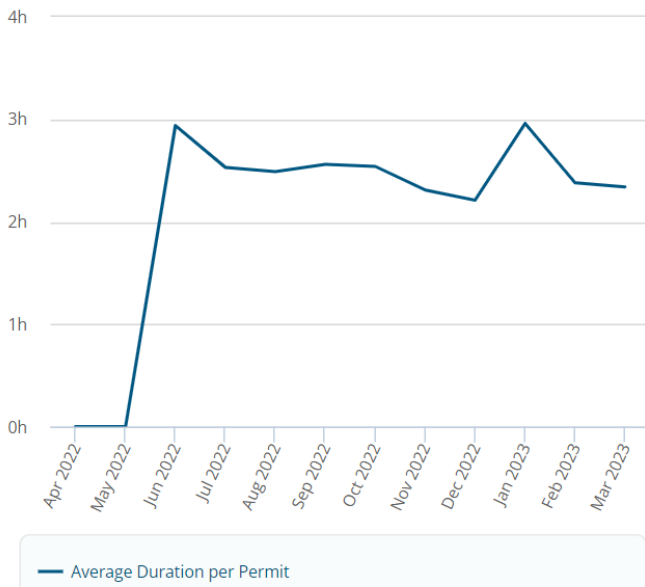
*2020 parking data was removed and data was bridged between 2019 and 2021 to maintain comparability

Key Points:

Slight trending in the higher and later occupancy YOY- Season over Season

Unique Parking Session Duration by Location

AVG DURATION BY MONTH



2022/2023 Winter Season Average Parking Session Duration – 2.28 Hours

- China Bridge – 4.5 Hours
- North Marsac 3.4 Hours
- BrewPub – 2.4
- Swede Alley - 2.7
- Bob Wells – 2.4 Hours
- Main Street -1.95 Hours
- Galleria - 1 Hour
- Flagpole – Employee Parking

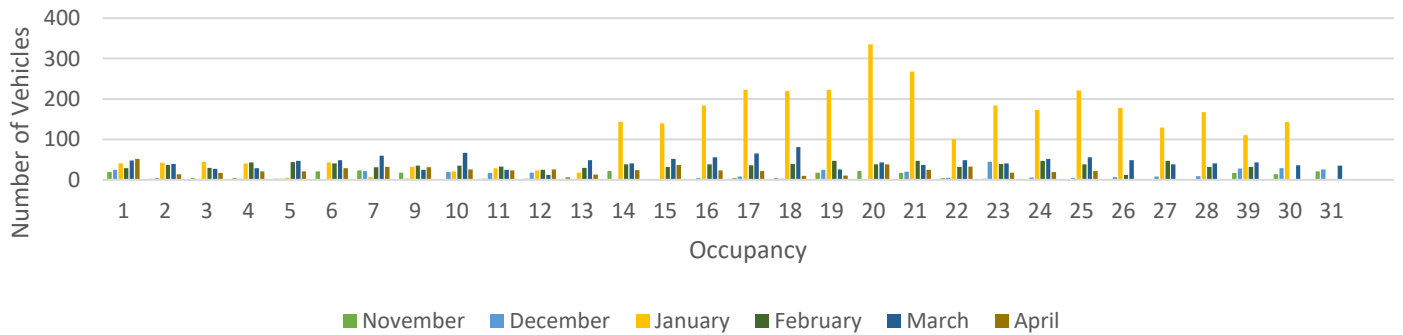
2022 Average – 2.5 Hours

2021 Average – 2.6 Hours

2019 Average – 2.3 Hours

November-January Park and Ride Occupancy (650 stalls total)

Richardson Flat Occupancy 650 Total stalls



Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Transit

Item Type: Information

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

2023 Winter Transit Performance Statistics

Suggested Action:

Attachments:

[2022/23 Winter Transit Service Performance Staff Report](#)

[Exhibit A: 2022/23 Winter Ridership Report](#)

[Exhibit B: 2022/23 Winter Route Reliability](#)

[Exhibit C: 2022/23 Winter Paratransit/On-Demand Ridership](#)

[Exhibit D: 2022/23 YTD Accident Data](#)

[Exhibit E: 2022/23 Winter Customer Feedback](#)

City Council Staff Report



Subject: 2022/2023 Winter Service Performance
Statistics Summary
Author: Kim Fjeldsted, Transit Manager
Department: Transportation
Date: May 25, 2023
Type of Item: Informational

2022/23 Winter Season Performance Statistics

Park City Transit (PCT) consistently tracks various data points (ridership, reliability, paratransit service, accidents, customer and operator feedback, and public surveys) to accommodate and respond to shifting transit service demand. Data analysis enables PCT to make appropriate service adjustments and provide recommendations to City Council to serve as many riders as possible, improve on-time performance, attract new ridership, enhance customer service, and maintain costs.

The following data were collected from December 11, 2022, to April 15, 2023, reflecting our 2022/23 Winter Service Plan.

Fixed Route Service Ridership

- During winter operations, PCT provides the following service within Park City Municipal boundaries; 1 Red, 2 Green, 3 Blue, 4 Orange, 5 Yellow, 6 Silver, 9 Purple, 50 Teal, Trolley, and City-Wide, and the 10 White Express). As predicted, ridership is trending back toward pre-pandemic levels and even exceeding. For example, overall winter ridership was up 24% from 2021/22, 167% from 2020/21, and 10% from 2019/20. See **Exhibit A**.

Fixed Route Reliability

- On a national level, public transit has no set standard for on-time reliability. Instead, PCT established a local goal of 90% for on-time performance. Expectedly, we experience far less reliability in the winter due to resort traffic and congestion, special events, insufficient bus-priority traffic lanes, and snowy road conditions. This winter, we averaged 70% on-time reliability across all routes. See **Exhibit B** for route-specific data.

Paratransit Service & On Demand

- Park City Mobility continues to provide quality and responsive ADA Paratransit services for those seeking trips beginning within Park City boundaries. "Valley Ride" (operated by High Valley Transit) also provides ADA Paratransit services outside Park City. Ridership for PC Mobility decreased by 3% and 58% for On Demand, from winter 2021/22. Last winter was our first full winter since HVT began services. The significant decline in On Demand is attributed to the microtransit pilot that replaced our former On Demand service and the addition of a fixed route in Park City Heights that On Demand previously served. See **Exhibit C**.

Accident Data

- PCT has always prioritized the safety of riders and the public. Unfortunately, the total number of avoidable accidents year to date, while still below 2022, trended up.

We are not at the mid-year mark and are only one avoidable accident away from matching last year's numbers. We hope most of the trend is due to an extremely trying and intensified winter, and many of our minor accidents support this hypothesis. To curb any further increase, PCT is increasing its focus on defensive driving principles during our 2023 operator recertification training. See **Exhibit D**.

Microtransit

The microtransit pilot program analysis and statistics are provided in a separate report.

Customer Feedback

- As previously reported, most customer feedback regarding the 2022/23 winter service surrounded the Silver route (19.4% of all comments received, with the majority of comments requesting direct service from Richardson Flats Park and Ride to the ski resorts).

The Trolley received the next highest volume of customer feedback (6.2% of all comments received, expressing concerns with canceled trips due to operator staffing). See **Exhibit E**.

Community Outreach Since February 16, 2023

Spring Service Outreach: Leading up to the 2023 Spring Service change on Sunday, April 16, PC Transit conducted outreach to raise awareness of the shift to off-season service. Messaging highlighted the details of spring, summer, and fall schedules, including the off-season frequency reductions on the 1 Red, 2 Green, and 5 Yellow; the end of service on winter-only bus routes; the end of our microtransit pilot program; and the new schedule and hours of service on the 6 Silver. Outreach methods included:

- [Engage Park City](#) website
- Newsletters (City, and to subscribers of Engage Park City transit page)
- City Brief
- Media Coverage ([TownLift](#), [KPCW](#))
- Social media posts and ads
- Surveys to gather input on the Microtransit pilot program and Richardson Flat bus service
 - 204 responses to Richardson Flat survey
 - 111+ responses to Microtransit survey that closed on May 1, 2023
- Stakeholder Outreach
 - **4/6**: Park City Heights Open House
 - **4/29**: Park City Heights Mayor and Council in the Neighborhoods
 - **5/4**: Royal Street Microtransit Stakeholder Engagement Session
- Flyers in all buses and shelters, posters at transit hubs

Bus Stop Improvements Outreach: PC Transit has coordinated with Transportation Planning and Engineering to gather input on proposed amenities and improvements to approximately 65 bus stops throughout our service area. We used the following methods to promote the survey and gather input:

- Surveys with interactive maps and graphics to help identify stops slated for improvements
- Engage Park City
- Newsletters (City, and to subscribers of Engage Park City transit page)

- City Brief
- Flyers in all buses and shelters, posters at transit hubs
- Flyers at targeted bus stops
- Door hangers targeted in areas near Phase 1 improvements
- Social media posts
- Email outreach
- Stakeholder Outreach
 - **3/18:** Park Meadows Mayor and Council in the Neighborhoods
 - **4/6:** Park City Heights Open House

Exhibits

Exhibit A: 2022/23 Winter Ridership Report

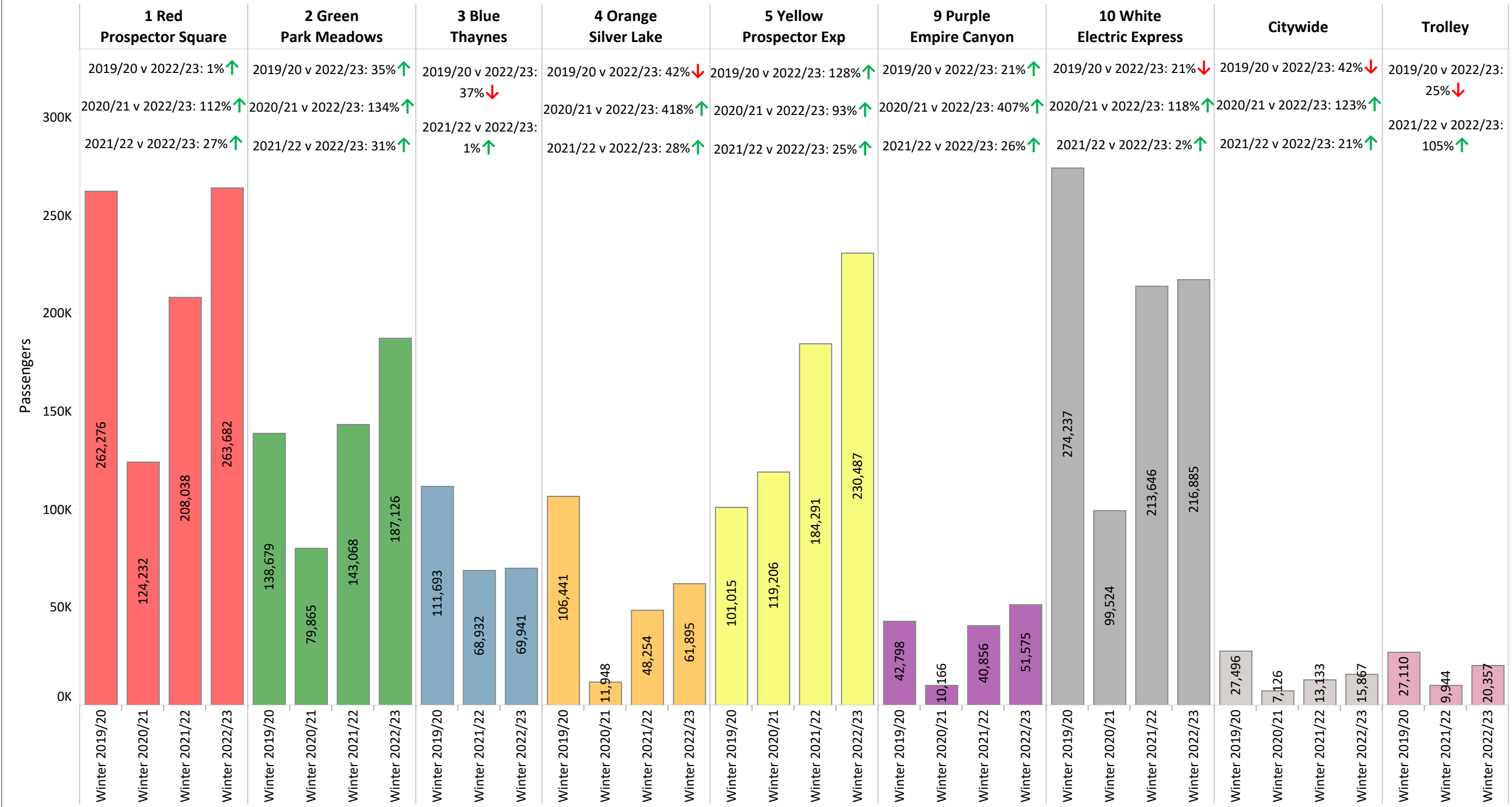
Exhibit B: 2022/23 Winter Route Reliability

Exhibit C: 2022/23 Winter Paratransit/On-Demand Ridership


Exhibit D: 2022/23 Winter Accident Data


Exhibit E: 2022/23 Winter Customer Feedback


Park City Transit Ridership Report - Dec. 11 - April 15

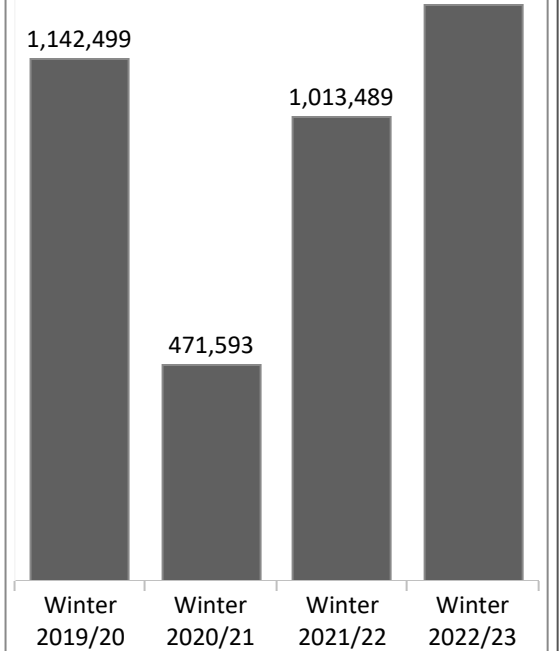


Total Ridership Dec. 11 - April 15

2019/20 v 2022/23: 10% 

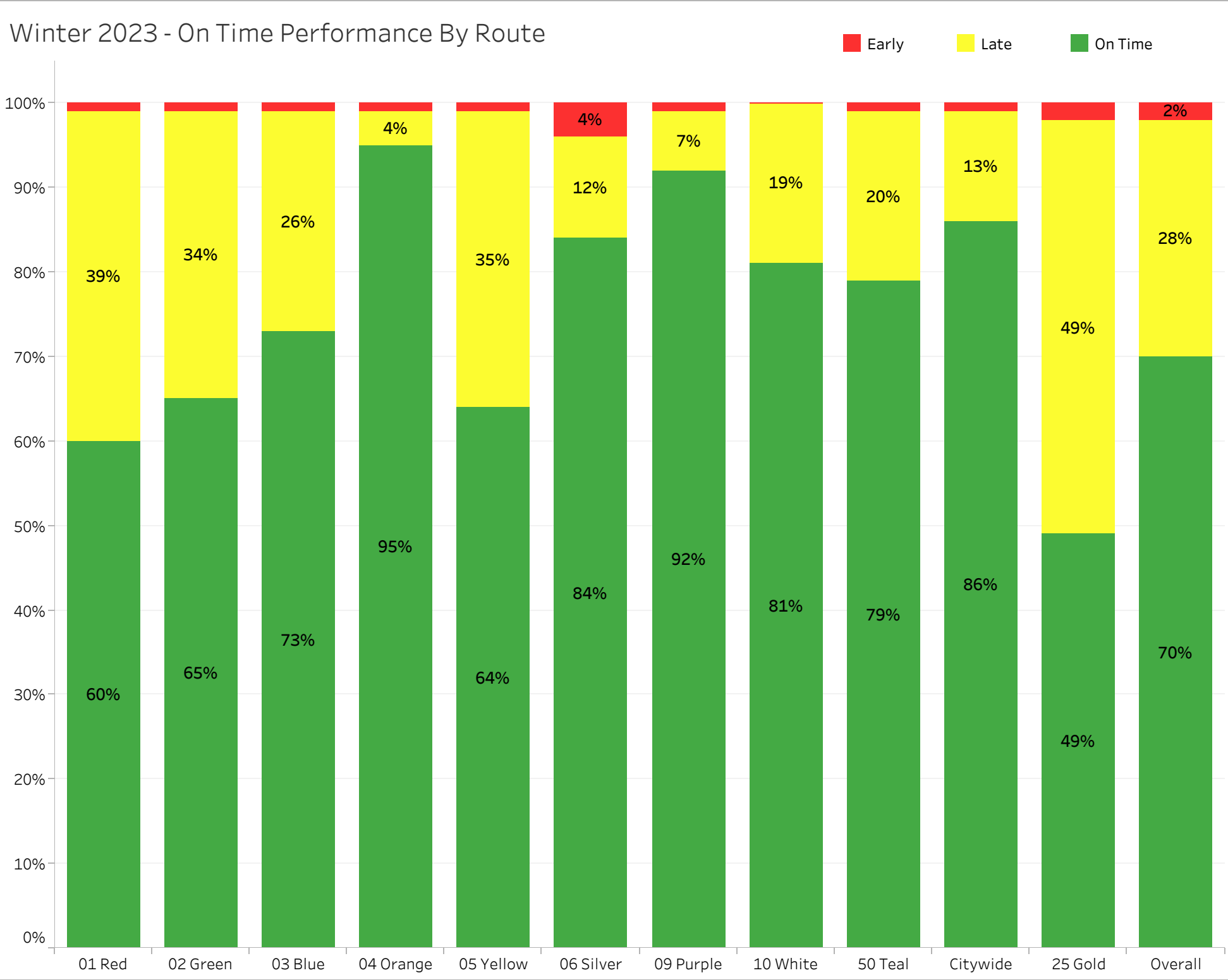
2020/21 v 2022/23: 167% 

2021/22 v 2022/23: 24%  1,2

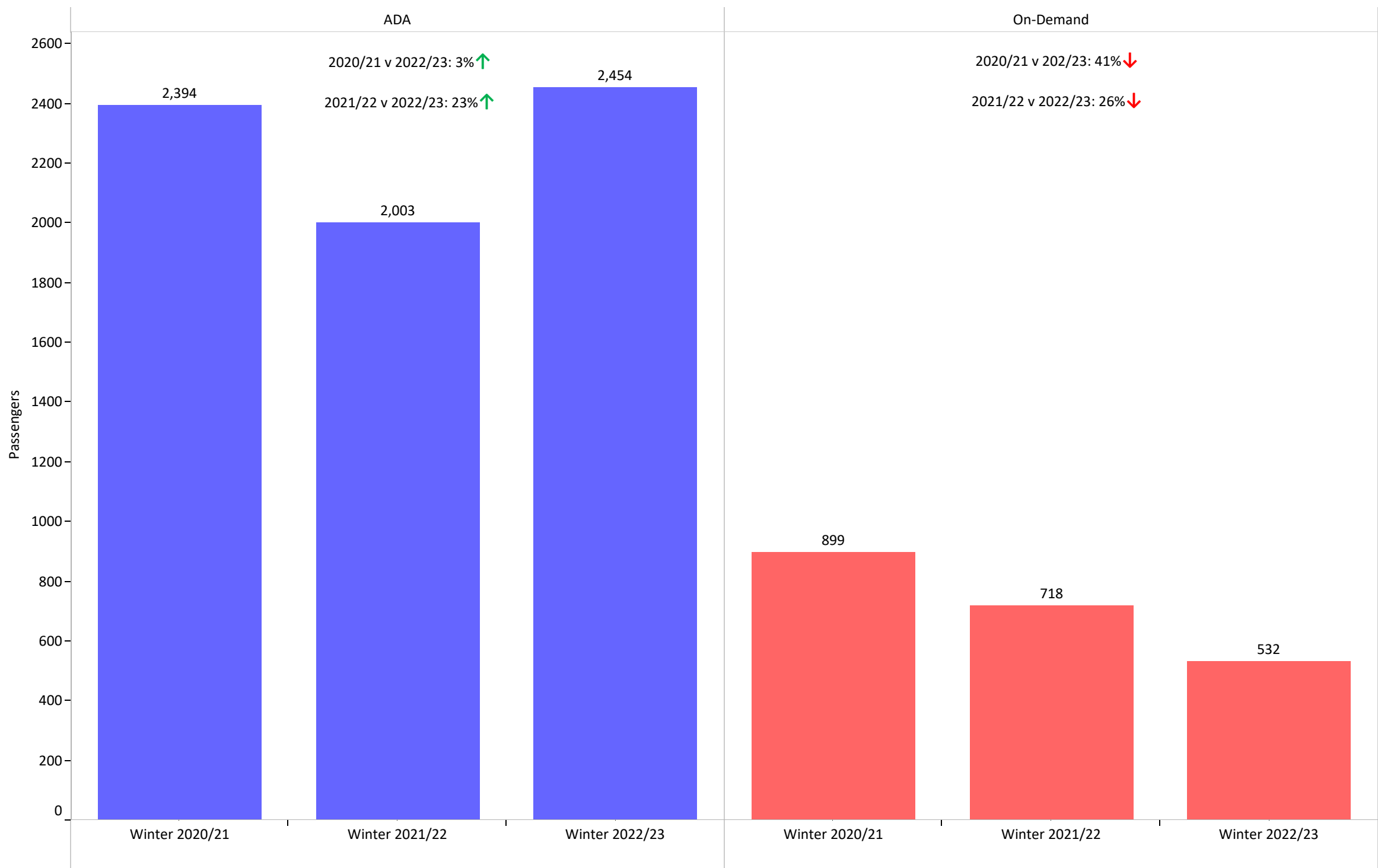


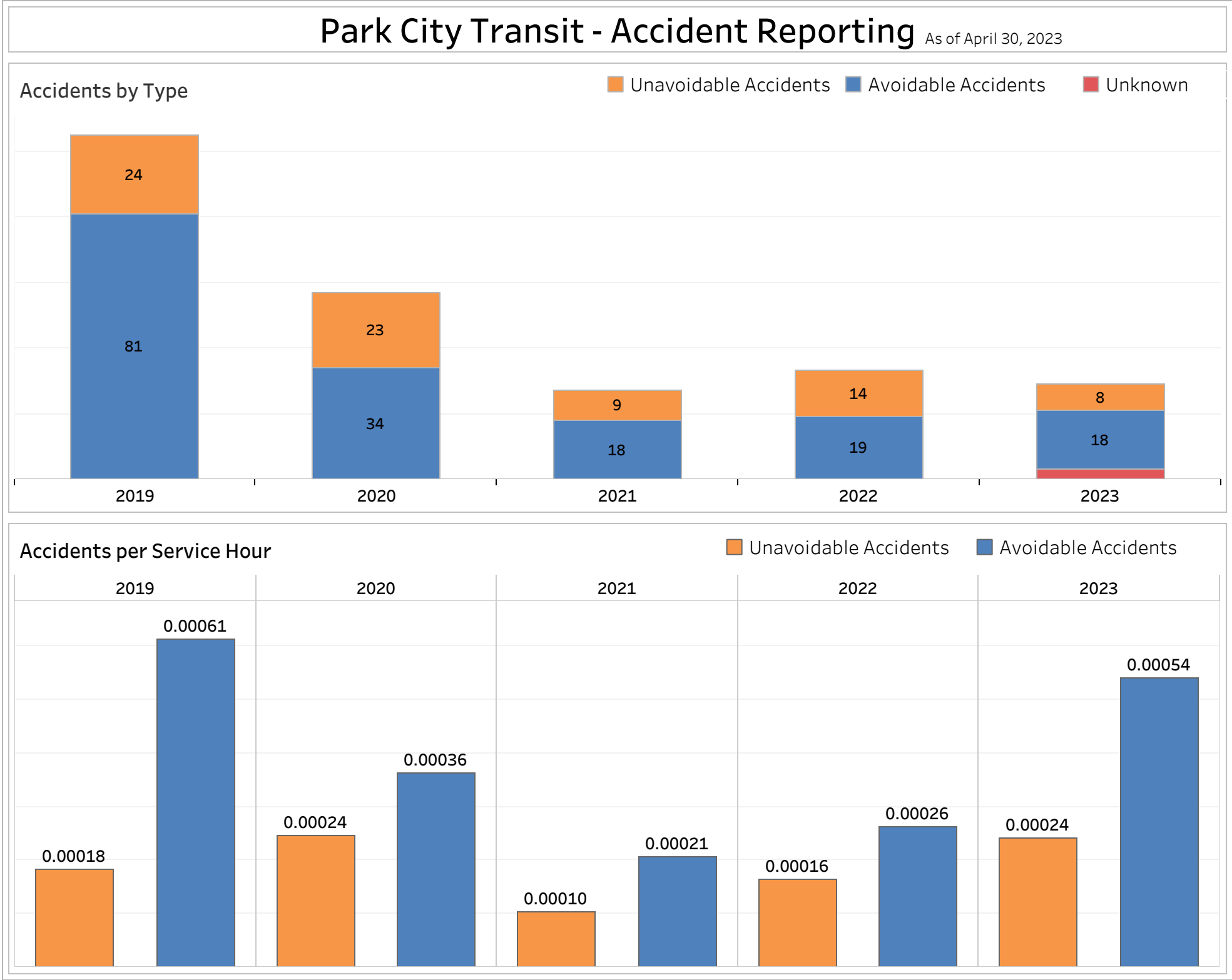
06 Silver Richardson Flat	25 Gold	50 Teal
47,509	21,035	70,819
Winter 2022/23	Winter 2022/23	Winter 2022/23

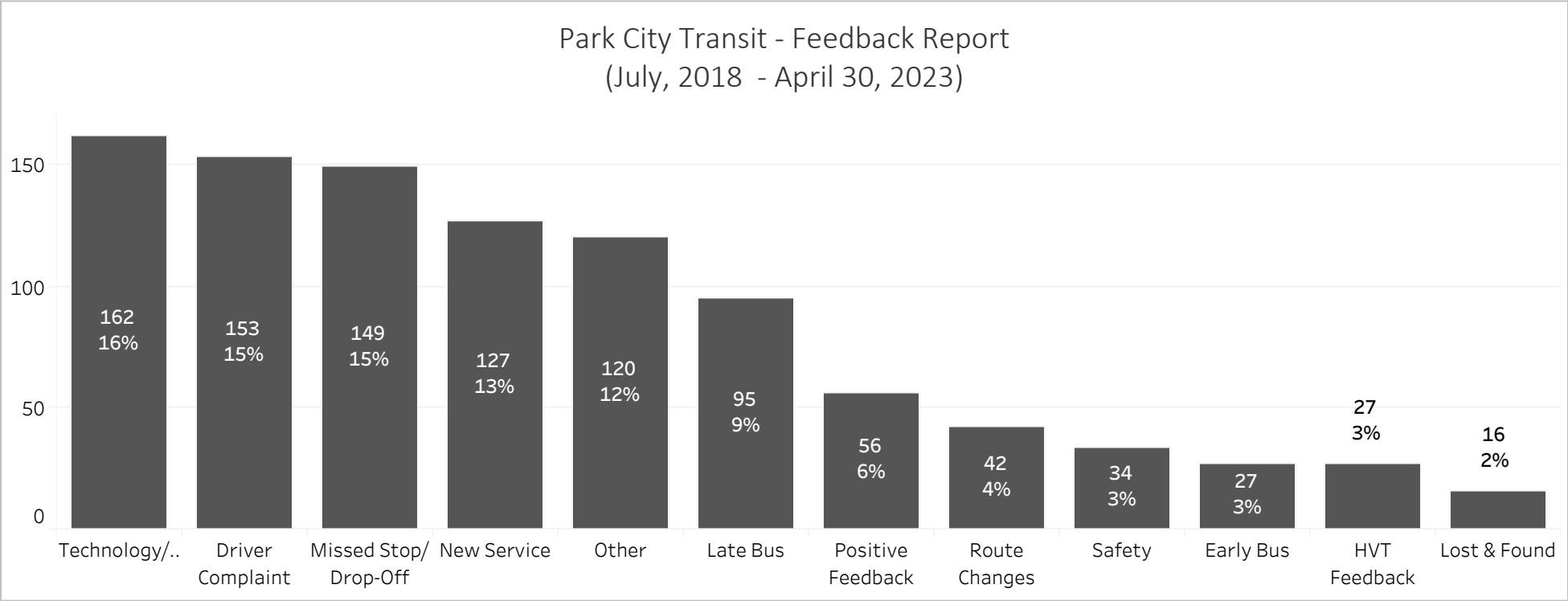
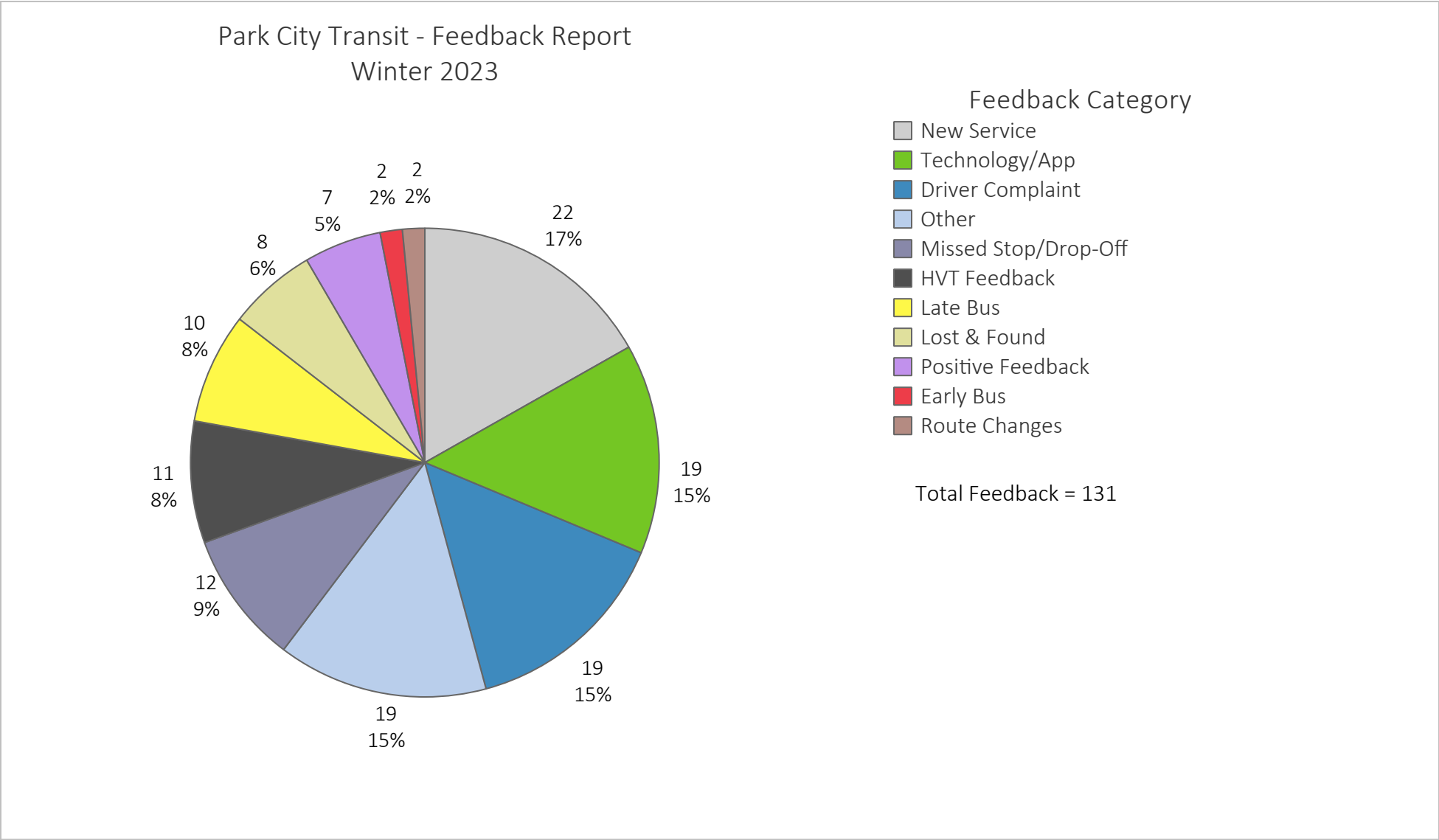
Exhibit B



Park City ADA and On-Demand Ridership - Winter 2023







Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

2022/23 Winter Peak Day Operations Update

Suggested Action:

Attachments:

[2022-23 Winter Peak Day Operations Staff Report](#)

[Exhibit A: Winter Peak Traffic Operational Plan 2022-23](#)

[Exhibit B: Winter Peak Day Data](#)

[Exhibit C: Map of Key Locations](#)

City Council Staff Communications Report



Subject: 2022/2023 Winter Peak Day Operations Update
Author: Andrew Leatham, Transportation Operations Manager
Departments: Transportation
Date: May 25, 2023
Type of Item: Informational

This report provides information on the efficacy of winter peak day traffic operations for the 2022/2023 season, including successes, lessons learned, and potential recommendations for next year.

Exhibit A describes the complete winter peak day operational plan, which focused on the following goals:

- Enhancing neighborhood protections to mitigate impacts from the resort economy;
- Elevating the priority of public transit through congested areas and during peak times; and
- Reducing overall traffic and congestion, but more specifically, managing congestion to those areas and lanes where it does not spill over and disrupt other areas of our overall transportation system.

Neighborhood Protection

In March 2022, the Council identified neighborhood protection as a top priority and provided additional resources to develop operational plans for winter 22/23 peak days. We focused heavily on several neighborhoods, including Upper Main, 14th and 15th Street, immediately east of Park City Mountain Village, Thaynes Canyon, Prospector, and Pay Day Drive. **Exhibit B** provides data detail and insight. **Exhibit C** provides frequent position locations.

Upper Main residential areas: During afternoon egress from upper Deer Valley, ride-shares, lodging shuttles, and privately owned vehicles often circumvent the prohibited left turn at Marsac and Hillside by accessing Prospect Avenue from Marsac and cutting through the neighborhood. We receive many complaints from residents on Hillside Ave about hotel shuttles coming down Marsac Ave from Empire Pass and making an illegal left turn to access Main Street from Hillside.

Winter peak day protection efforts included temporary signage, an intermittent police officer at Hillside and Marsac, Marsac and Prospect, and additional efforts during special events. Kane Security also supported our efforts with a post on Chambers Avenue. **Exhibit C**

Based on the collected data, the average daily traffic on Hillside in both directions decreased considerably each year since placing the regulatory “No Left Turn” sign on Marsac, and additional signage at the intersection of Main Street and Swede Alley was added. In fact, traffic counts collected at Hillside Avenue hit a five-year low during the 2022/2023 winter peak day operational period. **Exhibit B.** Despite these efforts, we continue to receive regular complaints from residents of Hillside Ave. With existing resources, we are unable to provide more daily attention to this location without impacting our ability to serve other neighborhoods.

We are hopeful the capital project planned for Upper Main will also reduce the volumes of traffic seeking access to and from Main Street using Hillside Ave.

14th and 15th Streets: With the new Park City Mountain Village circulation plan, 14th and 15th Streets were very vulnerable to cut-through traffic and creating gridlock. On peak days, we re-routed traffic by placing barricades at the intersection of 14th and 15th Streets and Empire Avenue. One private driveway through the Snowcrest complex at 15th and Woodside was identified as needing enhanced signage and an additional Kane Security posting.

Positive feedback was received regarding the re-routing, and some residents asked that traffic be re-routed for the entire ski season in 2023-24. There were also minor issues with pedestrian access to the resort from the neighborhood due to the unprecedented snowfall. Efforts will be made to improve pedestrian access in 2023/2024, including:

- Coordination with PCM to keep a pathway into the lot at 14th and Empire;
- Development of a snow removal priority plan around the barricades; and
- Enhancement of safety signage on Empire near both intersections.

We are confident the re-routing protected the neighborhood from resort related cut-through traffic, improved the experience for pedestrians, and reduced gridlock.

Thaynes Canyon and Pay Day Drive: Daily focus included adding permanent signage, staffing key locations during peak times to deter cut-through traffic, reducing speeds, and enhancing police and parking enforcement. We also partnered with Park City Mountain (PCM) to develop and implement the Mountain Village circulation plan, which moved traffic more efficiently into the base and eliminated a lot of cut-through traffic.

PCM's reservation paid parking program was arguably the single most important development in our coordinated efforts to reduce traffic and congestion and cut-through traffic. In the past, our streets and intersections were simply overwhelmed by the rush to get to the resort area and find an early morning parking spot. Without a quality public notification system and reservation paid parking, guests would rush to the resort and circle for hours to find a parking spot, despite the lots already being at capacity.

In addition, PCM worked with wayfinding application companies to eliminate their propensity to route traffic through our neighborhood from their platforms. For example, traffic count data from Three Kings Drive shows a dramatic, nearly 50% reduction in traffic between the 2021/2022 and 2022/2023 ski seasons. **Exhibit B.**

Prospector: On October 6, 2022, [City Council approved](#) reduced speed limits on many residential streets, including in the Prospector area. We also added permanent 'Resident Access Only No Thru Traffic' signage and increased police enforcement.

Additionally, permanent 'Resident Access Only No Thru Traffic' signage was installed in key locations throughout neighborhoods, including:

- Thaynes Canyon Dr/224
- Payday Dr/224
- Lucky John Dr/224
- Prospector Ave/224
- Lowell Ave at PCMR
- Empire Ave at PCMR
- 15th/Empire Ave
- 14th/Empire Ave

- 15th/Park Ave
- 14th/Park Ave
- 13th/Park Ave
- 12th/Park Ave
- 11th/Park Ave
- 10th/Park Ave
- 8th/Park Ave
- Woodside/Park Ave
- Park Ave/Heber Ave
- Past Main St/Swede Aly
- Main St/Daly Ave
- Main St/King Ave
- Hillside/Prospect Ave
- Marsac Ave/Prospect Ave
- Marsac Ave/Ontario Dr (x2)
- Deer Valley Dr/Rossie Hill Dr
- Sidewinder Dr/Gold Dust Ln
- Sidewinder Dr/Comstock Ave

Park City Mountain Village Circulation

While planning for winter peak day operations, PCM and the City agreed on a new traffic circulation plan designed to prioritize public transit efficiency through the Mountain Village by separating vehicles intending to park or drop-off and buses and shuttles into two separate entrances. Vehicle traffic was routed from Empire Avenue to Silver King Drive to Lowell Avenue for parking and drop-off access, while buses and shuttles were routed from Empire Avenue to Shadow Ridge and directly into a bus loading zone on Lowell Avenue.

Concurrently, the City added and enhanced permanent and temporary signage around the base and assisted PCM with modifying parking lot entrances and exits as necessary.

Perhaps the biggest change to operations around the Mountain Village during the operational period was the introduction of reservation paid parking, which dispersed ingress traffic, resulting in better traffic flows into the base. PC Transit also reported an increase in ridership and shorter and more consistent trip times through Mountain Village during the season. **Exhibit B.** Free carpool parking at the First-Time Lot was also successful and likely contributed to traffic reductions at ingress.

Deer Valley Overflow

Consistent with the Deer Valley Master Plan Development Agreement (DV MPD), Deer Valley Resort (DVR) used 14 days of overflow street parking on Deer Valley Drive Loop. Due to construction, DVR did not have access to satellite parking at Treasure Mountain Junior High School (TMJHS) from November through late February. However, once the lot was available, DVR used the TMJHS on the weekends with shuttle services to and from the base, which reduced the need to overflow onto Deer Valley Loop Drive.

During overflow days, we had minor issues with vehicles blocking driveways and sidewalks. The City provided enhanced signage and worked with DVR to educate drivers. A vigorous enforcement strategy was also employed, and DVR provides a considerable amount of additional services to ensure their guests are safe (signage, shuttles, plowing, etc.)

Traffic Congestion

Park City continues to have a serious problem with traffic congestion during the winter, particularly at peak times for ingress and egress. Traffic congestion comes from multiple sources, including day skiers, visitors, workforce, students, residents, and special events. Winter storms resulting in poor road conditions, traffic accidents, and signal outages exacerbate the issue.

Traffic counts show that the busiest times on our roads are 8:00AM - 9:00AM and again between 4:00PM - 6:00PM. In addition, the closure of the Cottonwood Canyons, even for brief periods, adds to the congestion in Park City. The unprecedented winter of 2022/2023 also contributed to more frequent road weather conditions and accidents.

Typically, a predictable pattern of egress traffic develops in the late afternoon and corresponds with the end of the working day and the closure of the ski resorts. Three key areas of congestion at egress are centered around the intersections of Deer Valley Drive and Bonanza Drive, Deer Valley Drive and Park Avenue, and Bonanza Drive and Kearns Blvd.

While congestion seems to have improved a little, particularly with our additional resources and PCM's paid and reservation parking, traffic congestion centered around egress continues to be an issue and focal point for next winter.

Transit Priority

Overall, we experienced decreased reliability in the winter season due to traffic issues throughout the City, insufficient bus-only priority traffic lanes, and snowy road conditions. This winter, we saw an average of 70% on-time reliability across all routes. On the bright side, transit through the Park City Mountain base area was improved due to the new circulation plan.

Feedback

Feedback from residents, businesses, and employees was relatively low, yet the recurring themes are:

- Barricades at 14th and 15th Streets: Residents expressed appreciation for the barricades reducing traffic in the neighborhood but also expressed concerns about them limiting pedestrian access to Mountain Village;
- Residents of Thaynes expressed appreciation regarding improvements and residential protection efforts. We had one incident whereby our Parking Officer called the Police Department for back up due to threatening behavior.
- Concerns about pedestrian safety on Empire Avenue near 14th and 15th Streets, with no sidewalks and access around barricades and snowbanks;
- Initial concerns were expressed by businesses near Mountain Village with the new circulation plan but eased with enhanced wayfinding signage; and
- Continued frustration about morning congestion on SR-248 from US-40 into Park City on weekday mornings.

Focus for Next Winter

Focus on Improving Egress: Engage with internal teams and external partners, such as the resorts, schools, and UDOT, to develop solutions around egress issues at Deer Valley Drive, Bonanza Drive, and Kearns Blvd. Establish planning meetings during the off-season to work within the parameters of future improvement projects, develop pilot programs centered around holiday and event periods, and continue to build upon the success and relationships which improved ingress for 2022-23.

Continue to “Right Size” Peak Day Operations: Based on our data and in-the-field observations, we can reduce the number of peak days and some of their impacts. For example, most Mondays and Thursdays saw less than expected traffic. We recommend reducing police and pedestrian staffing and refocusing on weekends and holiday periods. The shift should allow more flexibility and creativity in tailoring staffing plans to meet the needs of a particular impact rather than following a specific calendar.

With many positive changes in resort operations during the 2022/2023 season and the installation and effectiveness of permanent regulatory signage, and increased enforcement efforts, it was apparent that some staffing positions and hours could be eliminated, reduced, or repurposed. The development of a new peak-day calendar with these concepts in mind will be a top priority during the offseason.

Exhibits

EXHIBIT A – 2022-23 Winter Peak Day Operational Plan

EXHIBIT B – Winter Peak Day Data

EXHIBIT C – Winter Peak Operation Map of Key Locations

PLAN OBJECTIVES/ PRIORITIES	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 to 04/16/2023	Time 0700-2000
General Control Objectives for The Plan:			
<ol style="list-style-type: none"> 1. Improve the quality of life for residents <ol style="list-style-type: none"> a) Protection of residential areas and reduction in cut through traffic: b) Increased permanent & enforceable regulatory signage c) Staffing City employees or City contractors at key neighborhood entrances for deterrence d) Increased presence of police and parking officers for enforcement 2. Prioritize the movement of public transit and emergency vehicles <ol style="list-style-type: none"> a) Implementation of circulation and overflow plans around resort areas b) Use of transit and HOV lanes on established shoulders or with delineators and signs c) Provide traffic control at key intersections during resort ingress and egress d) Provide Police Officers at key intersections to deter violations and intersection blocking e) Monitor signal timing and patterns and adjust as necessary 3. Reduce Traffic Congestion <ol style="list-style-type: none"> a) Implementation of circulation and overflow plans around resort areas b) Dynamic and pro-active messaging through a series of VMS boards deployed at key locations c) Monitor signal timing and patterns and adjust as necessary to increase traffic flow d) Provide police officers at key intersections to deter violations and intersection blocking e) Increased permanent and enforceable signage for prohibited turns and movements f) Utilize text alerts and social media to message traffic incidents in real-time 4. Enhance Pedestrian Safety <ol style="list-style-type: none"> a) Ensure safety of the public on roadways through traffic management and enforcement. b) Control traffic and channel pedestrian movements at peak congestion areas to minimize back-ups. c) Execution of operational plans around resort areas with enhanced cross walk visibility and staffing d) Staffing of City contractors at High Occupancy Crosswalk on Park Avenue and in Old Town 5. Increase Enforcement Efforts <ol style="list-style-type: none"> a) Vigilant observation focused on but not limited to: <ul style="list-style-type: none"> • Moving violations which increase congestion/blocking • Cut through traffic in residential areas • Non-compliance with established circulation plans • Parking violations 			
Other Critical Information for Operational Period <ul style="list-style-type: none"> • Monitor radio and Slack communications, be aware of each other's activities • Maintain situational awareness and remain at your assigned position as much as possible • Utilize approved personal protective gear and vehicle lighting • Be prepared for adverse weather conditions, dress appropriately and maintain equipment/vehicles • Understand your assignment and adhere to assignment guidelines and/or training • Monitor the Peak Traffic Schedule and Tracking information on provided Google Document daily • Document issues and observations and provide feedback to Traffic Operations Manager daily 			
Page 1 of	Prepared by: <u>Andrew Leatham – Traffic Operations Manager</u>		

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
----------------------	---	---------------------------------------	------

I. SITUATION: Park City Municipal Corporation's Peak Day Traffic Management Plan (*Attachment A*) provides for a pre-planned and coordinated advanced warning and response system designed to address weather, peak ski days, holidays or other special events that have the potential to significantly impact road conditions and traffic operations. The activation and ongoing operations of the Peak Day Plan is the responsibility of the City's Transportation Division; however, this responsibility can be delegated to appropriate Management Team staff with concurrence from the City Manager's office.

On March 31, 2022 ([report](#) p. 6/ [minutes](#) p. 1-8), City Council prioritized the following transportation goals in order: Residential Protection, Transit Efficiency, and Traffic Flow. A collaborative team (Transportation, Transit, Police, Special Events/Economy, Community Engagement, Parking, Streets, Engineering, and Budget) worked to develop operational plans for this winter, including signage, enforcement, parking plans, winter transit plans, and traffic circulation changes.

As part of the Winter Transportation Operations Plan, Park City Municipal has collaborated to develop a Winter Peak Day Calendar. The calendar is based on four years of historic information and data and was to predict days when the City anticipates high volumes of traffic and take a more proactive approach with the community and visitors.

A Peak the Day is when traffic is anticipated to be above general road-way volumes, and when the City anticipates seeing traffic flow delays. For winter 2022-23 there are 93 Peak Days. The yellow "Peak" days are when we experience up to 20% increase to normal traffic, and red "Max Peak" days are when we experience more than 20% increase to normal traffic. Anything that is not red or yellow has not experienced significant traffic increases over the last four years of data. Tiered traffic operations have been developed around these dates, which will include increased staffing and mitigation.

The City is asking its partners and the community to consider travel behaviors on red and yellow Peak Days. Adjustments to the timing of trips (outside the hours of 7 a.m. to 9:30 a.m. and 3:30 to 6:00 p.m.), carpooling, taking transit, and considering alternative modes of transportation are strongly encouraged.

II. PEAK DAY CALENDAR:

Peak Day Calendar 2022-23

November							December							January						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30	31				

February							March							April						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4				1	2	3	4							1
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

Total Number of Peak Days - 93

- Max Peak Days = 61
- Peak Days = 32
- Park City Resort Opens/Closes
- Deer Valley Resort Opens/Closes

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
----------------------	---	---------------------------------------	------

III. STAFFING PLAN: To successfully operate this plan, additional staffing is required. The City Traffic Operations Manager will provide operational guidance and provide training to City staff to increase traffic operations and communication. All City staff shall wear approved reflective vests. Non law enforcement staff who will be working in the Right of Way will be currently certified as a flagger by the State of Utah or equivalent.

A tiered approach to staffing will be implemented. Key staffing locations have been evaluated and prioritized by the Peak Traffic team as follows:

Traffic Flow/Direction - Police Officers

Priority	Location	Ingress/Egress	Time	Hours
1A	Empire Avenue and Silver King	Ingress	0730-1130	4
1B	Empire Avenue and Silver King	Egress	1430-1830	4
2	Lowell Avenue and Silver King	Egress	1430-1830	4
3	Park Ave/Deer Valley Drive/Empire Intersect	Egress	1430-1930	5
4	Kearns Blvd. and Bonanza Drive	Egress	1500-1930	4.5
5	Deer Valley Drive and Bonanza Drive	Egress	1500-1930	4.5
6	Kearns Blvd. and Park Avenue	Egress	1500-1930	4.5

Residential Mitigation/Protection - City Staff

7	Thaynes Cyn. Drive and Park Ave	Ingress	0730-1030	3
8	Pay Day Drive and Park Avenue	Ingress	0730-1030	3
9	Hillside Ave and Marsac Avenue	Egress	1500-1900	4

Kane Security Residential Mitigation/Transit Assist

10	Silver King Drive and Three King Drive	Egress	1430-1830	4
11	Prospect and Marsac Ave	Egress	1500-1900	4
12	Chambers and Hillside/Marsac	Egress	1500-1900	4
13	Empire Bus Stop	Ingress	0730-1130	4
14A	HOC - Park Avenue	Ingress	0730-1130	4
14B	HOC - Park Avenue	Egress	1430-1830	4

If staff members are unable to fill positions, the Traffic Operations Manager will coordinate with the appropriate manager(s) to redistribute staffing so that those locations with the highest priorities are covered. When staff members are unavailable to fill all locations per the staffing plan, permanent and temporary signs will be placed in the vacant location, and enforcement staff from the Police and Parking Departments will be notified and asked to increase presence and enforcement in those areas.

The Police Department, Parking Department, and Streets Department have all added additional full-time staffing that will be assigned to managing peak traffic and will be dedicating those new positions to the execution of the Winter Peak Day Traffic Management Plan.

Staffing Tiers: Staffing tiers have been established to correspond with Max Peak, Peak, and non-peak days during the winter season. Tier 1 staffing will be in place on Max Peak (RED) days, Tier 2 for Peak (YELLOW) days, and Tier 3 on non-peak winter days

TIER ONE STAFFING FOR MAX PEAK DAYS (61)

Priority	Location	Ingr/Egress	Times	Staff Type	Number
Traffic Flow and Direction					
1A	Empire Avenue and Silver King	Ingress	0730-1130	Police	1
1B	Empire Avenue and Silver King	Egress	1430-1830	Police	1

PLAN BRIEFING		Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time	
2	Lowell Avenue and Silver King	Egress	1430-1830	Police	1
3	Park Ave/Deer Valley Drive/Empire Intersect	Egress	1430-1930	Police	1
4	Kearns Blvd. and Bonanza Drive	Egress	1500-1930	Police	1
5	Deer Valley Drive and Bonanza Drive	Egress	1500-1930	Police	1
6	Kearns Blvd. and Park Avenue	Egress	1500-1930	Police	1
Residential Mitigation/Protection					
7	Thaynes Cyn. Drive and Park Ave	Ingress	0730-1030	Parking	1
8	Pay Day Drive and Park Avenue	Ingress	0730-1030	Trails	1
9	Hillside Ave and Marsac Avenue	Egress	1500-1900	Parking	1
Kane Security Residential Mitigation/Transit Assist					
10	Silver King Drive and Three King Drive	Egress	1430-1830	Kane	1
11	Prospect and Marsac Ave	Egress	1500-1900	Kane	1
12	Chambers and Hillside/Marsac	Egress	1500-1900	Kane	1
13	Empire Bus Stop	Ingress	0730-1130	Kane	1
14A	HOC - Park Avenue	Ingress	0730-1130	Kane	2
14B	HOC - Park Avenue	Egress	1430-1830	Kane	2
15A	Problem Solvers (Optional Staffing)	Ingress	0730-1130	Kane	2
15B	Problem Solvers (Optional Staffing)	Egress	1430-1830	Kane	2
Enforcement - Cut Through and Parking					
	City Wide - Problem Driven	All Day	0630-2100	Police	Traffic Units
	City Wide - Problem Driven	All Day	0730-2100	Parking	Enf. Ofc.
Sign and Device Installation					
	Circulation Plans/Bus Lanes/Projects	All Day	0700-1900	Public Wrks	Operator
TIER 2 STAFFING FOR PEAK DAYS (32)					
Priority	Location	Ingr/Egress	Times	Staff Type	Number
Traffic Flow and Direction					
1A	Empire Avenue and Silver King	Ingress	0730-1130	Police	1
1B	Empire Avenue and Silver King	Egress	1430-1830	Police	1
2	Lowell Avenue and Silver King	Egress	1430-1830	Police	1
3	Park Ave/Deer Valley Drive/Empire Intersect	Egress	1500-1900	Police	1
4	Kearns Blvd. and Bonanza Drive	Egress	1500-1900	Police	1
5	Deer Valley Drive and Bonanza Drive	Egress	1500-1900	Police	1
Residential Mitigation/Protection					
6	Thaynes Cyn. Drive and Park Ave	Ingress	0730-1030	Parking	1
7	Pay Day Drive and Park Avenue	Ingress	0730-1030	Trails	1
8	Hillside Ave and Marsac Avenue	Egress	1500-1900	Parking	1
Kane Security Residential Mitigation/Transit Assist					
9	Silver King Drive and Three King Drive	Egress	1430-1830	Kane	1
10	Prospect and Marsac Ave	Egress	1500-1900	Kane	1
11	Chambers and Hillside/Marsac	Egress	1500-1900	Kane	1
12	Empire Bus Stop	Ingress	0730-1130	Kane	1
13A	HOC - Park Avenue	Ingress	0730-1130	Kane	2
13B	HOC - Park Avenue	Egress	1430-1830	Kane	2

PLAN BRIEFING		Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time	
Enforcement - Cut Through and Parking					
	City Wide - Problem Driven	All Day	0630-2100	Police	
	City Wide - Problem Driven	All Day	0730-2100	Parking	Enf. Ofc.
Sign and Device Installation					
	Circulation Plans/Bus Lanes/Projects	All Day	0700-1900	Pub Wrks	Operator
TIER 3 STAFFING NON-PEAK DAYS					
Traffic Flow and Direction					
1	Police Traffic /Patrol	All Day		Police	On-duty
Residential Mitigation/Protection					
2	Thaynes Cyn. Drive and Park Ave	Ingress	0730-1030	Signage	
3	Pay Day Drive and Park Avenue	Ingress	0730-1030	Signage	
4	Hillside Ave and Marsac Avenue	Egress	1500-1900	Signage	
Kane Security Residential Mitigation/Transit Assist					
5	Silver King Drive and Three King Drive	Egress	1430-1830	Signage	
6	Prospect and Marsac Ave	Egress	1500-1900	Signage	
7	Chambers and Hillside/Marsac	Egress	1500-1900	Signage	
8A	Problem Solvers (Optional Staffing)	Ingress	0730-1130	Kane	2
8B	Problem Solvers (Optional Staffing)	Egress	1430-1830	Kane	2
Enforcement - Cut Through and Parking					
	City Wide - Problem Driven	All Day	0630-2100	Police	Traffic Unit(s)
	City Wide - Problem Driven	All Day	0730-2100	Parking	Enf. Officers
Sign and Device Installation					
	Circulation Plans/Bus Lanes/Projects	All Day	0700-1900	Pub Wrks	Operator
IV. Logistics and Administrative Tasks					
A plan management <i>Google Sheets Document</i> has been established for the purpose of providing real time information to staff and managers for the administration of this plan. The document will be shared with appropriate managers and supervisors, who will have the ability to edit the document and a link has been provided here.					
Link to the Google Sheets Document: https://docs.google.com/spreadsheets/d/1cUTsNQ3O61x33cmvymgcccmbjYZfpnqd_g-kxhU-Vszg/edit?usp=sharing					
The document contains the following tabs:					
1. <u>Peak Day Schedule</u> : The peak day schedule identifies managers, staff members, and primary contacts for Peak and non-peak days during the ski season.					
2. <u>Historic Peak Day Schedule</u> : The schedule will be updated daily by the Traffic Operations Manager with historical scheduling data being moved to this tab.					
3. <u>Vehicle/Contact Count Sheets</u> : These forms will be used to collect data at residential protections locations.					
4. <u>Contact Information</u> : Contact information and important phone numbers related to plan staffing and peak day operations can be found here.					
5. <u>Peak Day Calendar</u>					
6. <u>Staffing Priorities</u> : The staffing priority spreadsheet can be located here					
7. <u>Tier 1 Staffing Plan</u>					
8. <u>Tier 2 Staffing Plan</u>					
9. <u>Tier 3 Staffing Plan</u>					

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
<p>10. <u>City VMS Message Spreadsheet</u>: Winter peak day message matrix for City owned VMS board</p> <p>11. <u>UDOT VMS Message Spreadsheet Local</u>: Winter peak day message matrix for local UDOT boards</p> <p>12. <u>UDOT VMS Message Spreadsheet Highways</u>: Winter peak day message matrix for I-80 and US 40 boards</p> <p>13. <u>PCMR Tracking Sheet</u>: Monthly tracking sheet for City staff hours, items, and resources for billing to PCMR</p> <p>14. <u>City Fees Spreadsheet</u>: City fees which are applicable for billing to PCMR and Deer Valley</p> <p>15. <u>Deer Valley Tracking Sheet</u>: Monthly tracking sheet for City staff hours, items and resources for billing to DVR</p> <p>16. <u>Deer Valley Overflow Days Tracking Spreadsheet</u></p> <p>17. <u>PCMR Parking Full/No Reservations Tracking Spreadsheet</u></p> <p>Manager/Supervisor in-put is required to keep the document updated and useful. <u>Managers/Supervisors (or designee) will be required to input names and times into the schedule at least weekly.</u> Managers/Supervisors (or designee) should update the contact list to ensure that all employees assigned to this plan are listed with a mobile phone number and email address prior to November 18, 2022.</p> <p>Managers/Supervisors in Public Works, Police, Parking, and Trails are required utilize the tracking sheets for PCMR and DVR, for staff hours, items, or resources provided to the resorts for resort specific operations. Cooperative agreements are in place so that the City can recoup costs or partial costs from the resorts. <u>The tracking sheets will be used to create monthly invoices, and therefore it is critical that entries are accurate and timely. Failure to track items, may negatively affect department budgets.</u></p> <p>V. RESORT(S) CIRCULATION/OVERFLOW PLANS:</p> <p><u>Park City Mountain Resort:</u></p> <p>The City and Park City Mountain Resort (PCM) have collaborated to create a Winter Operations Plan (<i>Attachment B</i>) which includes a circulation plan that prioritizes transit and reduces traffic congestion on Empire Avenue and in adjacent neighborhoods, as well as enhances pedestrian safety and wayfinding. Winter Operations will commence on Friday, November 18, 2022, through Sunday, April 16, 2023, with various levels of staffing based on the Peak Day calendar. The City and PCM have agreed to work together through the 2022-2023 Winter Season to understand how to make continuous improvements. This collaboration will be formalized with a signed Cooperative Agreement.</p> <p>Paid & Reserved Parking: PCM will operate a reservation and paid parking plan at PCM base during the 2022-2023 season which will include resort surface lots and two parking garages. PCM is responsible for all operations, coordination, and enforcement of resort lots and the City Right of Way (ROW) at Shadow Ridge and Lowell Avenue. The City is responsible for operations, coordination, and enforcement on City ROW adjacent to the PCM base, and other parking lots. Reservations will be required all season, with paid parking (\$25/vehicle) implemented from December 11, 2022 through April 16, 2023. Those with a carpool of 4 or more will receive parking free of charge in the First Time Lot but will still be required to have a reservation. PCM is required to notify the City of sell out dates as soon as possible. In the case that parking is available and fills on the day of, PCM shall call 'parking full' when it reaches 85% of capacity of all available parking spaces (1,200 parking spaces - this is industry standard). When parking is full – alternative free parking with free transit is available at Park City High School on weekends and holidays, and Canyons Village on weekdays. All notifications regarding sell outs and parking full shall be made to the Traffic Operations Manager.</p> <p>Traffic Circulation: While the City and PCM recognize that the reservation and the paid parking system will help reduce congestion, it also acknowledges that it must be prepared for overflow and traffic challenges. To help reduce congestion, the parties collaborated on a circulation plan which is linked here: Circulation 8 Combined.pdf.</p> <p>The circulation plan shall prioritize Transit and High Occupancy Vehicles with 10 or more passengers on Empire Avenue to Shadow Ridge and into designated drop off zones staffed and managed by PCM personnel. General traffic will travel on Empire and turn right onto Silver King Drive and left onto Lowell Avenue to access all PCM parking lots. Although parking will free flow into the lots, PCM staff will separate carpool and ski school, drop off and direct them to designated parking areas in the First-Time lot. PCM will direct free flowing vehicles deep into the lots to keep traffic flowing on Lowell Avenue. Residents will follow general circulation patterns but shall not be prevented access from their homes.</p>			

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
<p>Transit Priority: Empire Avenue and Shadow Ridge will have transit priority lanes, allowing Public Transit and HOV 10+ vehicles, priority movement in and out of the resort base. The City will provide delineators and signage. PCM will manage delineators on Shadow Ridge. The City Transit Director will communicate with Transit (City and High Valley) that Transit should use the left lane on Shadow Ridge. PCM will closely monitor shuttle and private transportation 10+ vehicles utilizing the Transit/HOV lane. If PCM or City staff observe poor driving behaviors, ill-equipped vehicles, or in-adherence to established rules for dropping and loading, or any other behavior which impedes public transit, the Transit Director shall be notified. The offending driver and/or company may lose the privilege or using the HOV 10+ lane.</p> <p>To maintain consistency, the delineators, and signage will be set up by the City on Empire Avenue and Shadow Ridge, and will largely remain in place throughout the season, except in the event of a snowstorm or road maintenance when they need to be removed for snow plowing operations and/or streets operations under the direction of the Public Works Director.</p> <p>Transit Operations: PCM received permission and rented Park City High School lots for overflow parking with supplemental transit. PCM has agreed to hire and run transit shuttles (High School Sat & Sun, or holidays) at 7:30 a.m. before lots fill. PCM will run its own shuttle service between the school lots and the PCM base. PCM is permitted to use Transit/HOV10+ lanes. After dropping off passengers, they will exit the resort via Manor Way and Empire Avenue.</p> <p>Pedestrian Management: PCM will flag and triple line any passthrough areas with rope/cable to encourage all pedestrians to use three crosswalk areas. PCM is responsible for all pedestrian management, which is required on Peak and Max Peak Days, and encouraged on non-peak days. This effort will direct pedestrians to fewer locations to reduce traffic/pedestrian crossings and back up. PCM has agreed to increase salting/plowing in pedestrian walkway areas. Staffing mentioned above, may be used to better manage pedestrians, and PCM will also implement signage to direct pedestrians.</p> <p><u>Deer Valley Resort:</u></p> <p>Park City Municipal Corporation (PCMC) and Deer Valley Resort have collaborated to develop an operational plan (<i>Attachment C</i>) which provides for a coordinated response for limited overflow parking on Deer Valley Drive East when the resort parking lots (lots 1-6) reach capacity.</p> <p>A 1977 development agreement between Deer Valley and Park City Municipal was updated in 1986 to allow for overflow parking onto Deer Valley Drive, including a need to revisit the need for constructing more parking if overflow exceeded 10% of any one season's number of operating ski days. For the 2022-23 ski season Deer Valley will be allowed 14 days of overflow. Historically, this overflow parking had occurred on the east side of Deer Valley Drive. On December 19, 2019 the Park City Council voted to limit this overflow parking to the west side of the street and to start the season testing an additional limit to allow parking along Deer Valley Drive in front of Lots 1-5 only, with the understanding that the City Manager and Staff had the ability to expand such street parking farther along Deer Valley Drive, back to the "Y" intersection near Deer Valley Plaza while still recognizing to the 10% of operating ski day clause.</p> <p>Most of the activation and ongoing operations of the overflow parking plan is the responsibility of Deer Valley, with ancillary support from various City departments including Park City Transit, Public Works, Parks, Police, and the City Engineer; however, this responsibility can be delegated to appropriate Management Team staff with concurrence from the City Manager's office. Generally, the Traffic Operations Manager will lead these efforts</p> <p>Key functions of the Plan:</p> <ul style="list-style-type: none"> • Notification of the intent to establish overflow street parking • Initial notification to internal PCMC departments • Mobilizing Deer Valley and PCMC Resources necessary to enact the plan • Tracking the number of overflow parking days during the ski season • Designated locations for the placement of safety equipment, signage, and staff • Establishment of outreach through use of VMS and other media outlets 			

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
----------------------	---	---------------------------------------	------

Installation of temporary cones, barricades, and signage: PCMC and Deer Valley have identified key areas on the section of Deer Valley Drive East which will require the deployment of cones, barricades, and signage to maintain a safe line of sight for drivers and to maintain driveways, fire hydrants and fire lanes, intersections, and PCMC bus stops. These areas have been pre-determined and jointly agreed upon by PCMC and Deer Valley Staff. Deer Valley Staff will be responsible for the timely placement of safety devices and signage.

Traffic flow direction, notification, and safe turn-around: Because overflow street parking is limited to the west side of Deer Valley Drive, it will be critical for Deer Valley staff to notify drivers in advance of the proper direction of travel to accomplish overflow parking. Once overflow parking has been initiated, Deer Valley will send a staff member with signage and an orange traffic wand, to the Y intersection to indicate to drivers travelling south on Deer Valley Drive, toward Snow Park Lodge, to turn left at the Y for overflow parking. In the event that vehicles do not turn left and enter the overflow parking from the wrong direction, Deer Valley staff will utilize a portion of lot 6 as a safe area for drives to pull through and park on the overflow section on Deer Valley Drive. Once the overflow section on Deer Valley Drive next to Deer Valley's parking lots is full, Deer Valley staff will direct drivers onto Doe Pass to head back to the Y intersection, at which time they would turn right to reach additional street parking. Deer Valley staff will be present at the Y intersection and at the designated turn around. Deer Valley staff will also change the direction of their loading zone at the Snow Park Lodge to be consistent with the traffic flow direction necessary to safely accomplish overflow parking.

Coordination and Outreach: Once overflow parking has been activated, the Traffic Operations Manager may activate VMS signs located on major roads leading into Park City and/or coordinate the use of social media and other forms of media to notify the public that Deer Valley parking is full and encourage patrons to utilize transit. Deer Valley will also utilize community outreach methods to notify patrons of the overflow situation. Once overflow street parking is maxed (approximately 56 spaces), Deer Valley staff will advise patrons to utilize park and ride lots or other available public parking lots that are serviced by public transit.

Transit Operations: Deer Valley received permission and rented the Treasure Mountain Junior High School lots for overflow parking with supplemental transit. Deer Valley will operate transit shuttles to and from TMJHS only when overflow street parking permitted by the plan has been exhausted.

VI. VARIABLE MESSAGE SIGNS (VMS)

The City will be utilizing both City owned and Utah Department of Transportation (UDOT) VMS signs to provide timely, situational, and dynamic messaging throughout the winter. The City currently owns and uses six (6) VMS boards, One (1) permanent board and five (5) mobile boards for this plan. There are three (3) UDOT permanent message boards located in the Park City limits, and two (2) UDOT message boards on Interstate 80 and US Highway 40 that will be utilized for this plan. City VMS locations have been prioritized the locations exceed the number of actual signs, so that messages are pre-programmed and could be moved if necessary. The City will obtain permits from UDOT for all City VMS boards that will be placed along State Routes (SR 224 and SR 248).

A messaging matrix has been created to address many conditions and situations. The messaging matrix is attached to this document (*Attachment D*).

UDOT VMS Boards

SR 224/Deer Valley Drive MP 5 – Northbound (Egress)
 SR 224 Park Ave (Hotel Park City) – Southbound (Ingress)
 SR 248 Kearns Blvd. (Schools) – Westbound (Ingress)
 I-80 MP 145 – Eastbound (Ingress)
 US 40 Milepost 5 – Westbound (ingress)

PCMC VMS Boards

Deer Valley Drive/Empire/Park Ave. Intersection (Box of Rocks) – Permanent Board
 Deer Valley Drive Roundabout – Ingress and Egress Messages
 Deer Valley Drive (behind Miner's Hospital) – Southbound (Ingress and Egress)

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
<p>Park Avenue (Olympic Swoosh) – Southbound Ingress Kearns Blvd (School District Bus Stop) – Westbound Ingress SR 248 (between US40 and Round Valley Drive – Westbound Ingress</p> <p>Park City-owned VMS can be activated or deactivated by logging on to www.wancofleet.com. Transportation (Franklin Williams and Andrew Leatham), Transit (TOC) and Streets (Troy Dayley) lead on this content.</p> <p>UDOT VMS generally requires pre-approval from UDOT TOC, and pre-approval must be requested three days in advance. UDOT and PCMC have reached an agreement to allow PCMC to have control of the UDOT boards located within Park City limits. To coordinate messaging with UDOT, please go through the traffic operations Manager.</p> <p>VII. TOC OPERATIONS</p> <p>The Transit Operations Center (TOC) is in the Park City Police Department. It is staffed 365 days a year, by personnel with special clearance. Direct communication is at the following numbers:</p> <p style="padding-left: 40px;">TOC Primary: 435-615-5366 TOC Secondary: 435-615-5365 TOC Conference Table: 435-615-5367</p> <p>When staffed (6:00 AM – 11:00 PM) communication should be coordinated through the TOC including Variable Message Sign (VMS) protocols, weather events, traffic incidents, and signal protocols. A staffing plan and contact list has been distributed with this document, please reference it to determine what the communication protocols are.</p> <p>VIII. INCIDENT COMMAND/CONTROL:</p> <p>Emergency:</p> <p>City resources are dispatched in coordination with Transportation Planning, Transit, Public Works, and the Park City Police Department (including Emergency Manager). The responsibility for afterhours notifications rests with the Summit County Sheriff's Office Public Safety Dispatch, in accordance with established protocols. The Park City Police Dispatch is a 24-hour, 7 day a week operation. The Summit County Communications Center is equipped with an uninterrupted power system and emergency generator, which activates when central power is lost.</p> <p>The City Manager, Emergency Management Staff, and Police Command level personnel may request Dispatch to make notifications and issue warnings if conditions warrant such. Conditions to be considered include threat to life and property, and safety of the City responders. Notifications and warnings will be carried out in accordance with the City's Comprehensive Emergency Management Plan.</p> <p>An Emergency Mass Notification System (EMNS) is available to notify the general public, other agencies, local businesses and citizens as needed. Key City and Dispatch staff have the ability and training to access and initiate this system.</p> <p>Non-Emergency/Normal Operations:</p> <p>The Traffic Operations Manager is the Incident Commander during non-emergency daily execution of the Winter Peak Day Operational Plan. The Traffic Operations Manager works in conjunction with all City, State, and County Departments involved in the execution of the plan and has the authority for to re-allocate assigned personnel and resources when necessary. Command decisions regarding Police Officers must come from the Police Incident Commander or Watch Commander.</p> <p>City staff, other than police, and City contracted staff assigned to the Operational Plan will remain on assigned posts</p>			

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
----------------------	---	---------------------------------------	------

until relieved by the Traffic Operations Manager.

VIV. COMMUNICATIONS:

City Staff assigned to this plan shall communicate in several different ways depending on assignment or role in the execution of the plan:

1. City Personnel Assigned to Traffic Mitigation and Residential Protection (Police, Parking, Trails, Traffic Manager) will primarily communicate via radio. Radios should be on channel: **EVENT 4**
 - a. Primary communication: Radio Event Channel 4
 - b. Secondary communication: Mobile Phones for direct contact (list provided in ops plan and Google document)
 - c. TOC: contact TOC when direct contact cannot be made through radio or mobile phone.
 - d. Slack Channel for Peak Day Traffic (For information sharing and not direct ops)
2. City Contract Personnel (Kane Security) will communicate with the Traffic Operations Manager primarily via Mobile Phones (contact list attached to operational plan) or by contacting the TOC when direct lines of communication are not possible.
3. Members of Peak Traffic Management Team will continue to share information regarding traffic conditions and incidents through the designated Slack channel.

The City's Communications Department will work in conjunction with the Traffic Manager to send text alerts and social media messages to the public. The community outreach division and/or patrol division of the Park City Police Department will call into KPCW radio and provide information to the public regarding traffic incidents when feasible. The Communications Department and/or the Traffic Manager may all utilize KPCW to disseminate information to the public.

The Communications Department has posted information on the City's website regarding traffic, transit, parking, Transit to Trails, the Ride-on Commuter Program, and resort information, linked here. [Getting Around | Winter in Park City | Park City, UT](#)

X. TRANSIT INFORMATION:

Winter transit service begins on December 11, 2022, with the following highlights:

- a. Extended Service
- b. Improved Hours of Service
- c. Richardson Flat Park and Ride with 20-minute frequency
- d. Service to Park City Heights
- e. Micro-transit

Winter transit information can be found on the Park City Transit website and is linked here. [PARK CITY TRANSIT | Park City, UT](#)

XI. KANE SECURITY

Kane Security staff assigned to this operations plan will wear proper reflective clothing and equipment. Kane personnel who are assigned to work in the Right of Way will be certified as flaggers and trained in traffic direction. Kane staff will be provided with instructions and training from the Traffic Operations Manager, and or other City staff who may be supervising them. Kane Staff or supervisors shall notify the Traffic Operations Manager via mobile phone when they arrive at assigned posts.

XII. CHECKLISTS AND AFTER-ACTION REPORTING

PLAN BRIEFING	Event Name Winter Peak Day Traffic Management 2022-2023	Date 11/18/2022 – 4/16/2023	Time
<p>For all 93 Peak Days, the Traffic Operations Manager will complete a daily checklist (<i>Attachment E</i>) in the morning as ingress begins, and a daily after-action report (<i>Attachment F</i>) once egress ends in the evening. Information compiled will be used for operational meetings both internally and externally to improve operations. Both reports will be forwarded to key departments and personnel involved in Peak Traffic Planning and Operations:</p> <ul style="list-style-type: none"> a. Executive b. Police c. Public Works d. Engineering e. Communications f. Transit g. Transportation Planning h. Special Events i. Parking <p>ATTACHMENTS:</p> <p>Attachment A: Park City Peak Day Management Plan 2022-23 Attachment B: Joint Operational Plan PCMR and PCMC 2022-23 Attachment C: Deer Valley Resort Overflow Parking Plan 2022-23 Attachment D: VMS Message Matrix 2022-23 Winter Peak Days Attachment E: Peak Day Daily AM checklist Attachment F: Peak Day Daily After-Action Report Attachment G: 2022-23 Sign Plan</p>			
<div> <div></div> <div>Prepared by: Andrew Leatham – Traffic Operations Manager</div> </div>			

Organizational Assignments		Date Prepared: 11/16/2022	Time Prepared: 1400																												
<div>POSITION</div> <div>NAME</div>		<div>4. OPERATIONAL PERIOD (DATE/TIME) 11/18/22-4/16/23</div>																													
<div>5. INCIDENT COMMAND AND STAFF</div> <table border="1"> <tr> <td>Traffic Operations Manager</td> <td>Andrew Leatham (385) 602-4219</td> </tr> <tr> <td>Deputy</td> <td>Mike McComb (757) 374-1515</td> </tr> <tr> <td>Deputy</td> <td>Jenny Diersen (435) 640-5063</td> </tr> <tr> <td>Information Officer</td> <td>Emma Prysunka (435) 731-7275</td> </tr> <tr> <td>Police Command</td> <td>Lt. Vai Lealaitafea (435) 731-0740</td> </tr> <tr> <td>Transp. Director</td> <td>Matt Neeley (360) 789-0421</td> </tr> </table>		Traffic Operations Manager	Andrew Leatham (385) 602-4219	Deputy	Mike McComb (757) 374-1515	Deputy	Jenny Diersen (435) 640-5063	Information Officer	Emma Prysunka (435) 731-7275	Police Command	Lt. Vai Lealaitafea (435) 731-0740	Transp. Director	Matt Neeley (360) 789-0421	<div>9. OPERATIONS SECTION</div> <table border="1"> <tr> <th colspan="2">Public Works</th> </tr> <tr> <td>PW Events</td> <td>Christian Jeffs (435) 777-4749</td> </tr> <tr> <td>PW Events</td> <td>John Gates (435) 640-1804</td> </tr> <tr> <td>PW Supervisor</td> <td>Casey Coleman (435) 776-6345</td> </tr> <tr> <td>PW Supervisor</td> <td>Bill Connell (435) 714-2129</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Public Works		PW Events	Christian Jeffs (435) 777-4749	PW Events	John Gates (435) 640-1804	PW Supervisor	Casey Coleman (435) 776-6345	PW Supervisor	Bill Connell (435) 714-2129						
Traffic Operations Manager	Andrew Leatham (385) 602-4219																														
Deputy	Mike McComb (757) 374-1515																														
Deputy	Jenny Diersen (435) 640-5063																														
Information Officer	Emma Prysunka (435) 731-7275																														
Police Command	Lt. Vai Lealaitafea (435) 731-0740																														
Transp. Director	Matt Neeley (360) 789-0421																														
Public Works																															
PW Events	Christian Jeffs (435) 777-4749																														
PW Events	John Gates (435) 640-1804																														
PW Supervisor	Casey Coleman (435) 776-6345																														
PW Supervisor	Bill Connell (435) 714-2129																														
<div>6. Agency Representatives:</div> <table border="1"> <tr> <td>Agency/Organization</td> <td>Name</td> </tr> <tr> <td>City Special Events Mgr.</td> <td>Jenny Diersen (435) 640-5063</td> </tr> <tr> <td>City Public Works Director</td> <td>Troy Dayley (435) 714-0392</td> </tr> <tr> <td>City Trails Manager</td> <td>Heinrich Deters (435) 659-1188</td> </tr> <tr> <td>City Parking Manager</td> <td>Johnny Wasden (801) 833-3486</td> </tr> <tr> <td>Transit/TOC Manager</td> <td>Kim Fjeldsted (801) 557-7369</td> </tr> <tr> <td>Police Patrol Commander</td> <td>Lt. Rob McKinney (435) 659-7683</td> </tr> </table>		Agency/Organization	Name	City Special Events Mgr.	Jenny Diersen (435) 640-5063	City Public Works Director	Troy Dayley (435) 714-0392	City Trails Manager	Heinrich Deters (435) 659-1188	City Parking Manager	Johnny Wasden (801) 833-3486	Transit/TOC Manager	Kim Fjeldsted (801) 557-7369	Police Patrol Commander	Lt. Rob McKinney (435) 659-7683	<table border="1"> <tr> <th colspan="2">Park City Mountain Resort</th> </tr> <tr> <td>Dispatch</td> <td>(435) 615-1911</td> </tr> <tr> <td>Sr. Director Base Ops</td> <td>Mike Lewis (801) 935-0374</td> </tr> <tr> <td>Base Ops Manager</td> <td>Jennie Harris (703) 989-6321</td> </tr> </table>		Park City Mountain Resort		Dispatch	(435) 615-1911	Sr. Director Base Ops	Mike Lewis (801) 935-0374	Base Ops Manager	Jennie Harris (703) 989-6321						
Agency/Organization	Name																														
City Special Events Mgr.	Jenny Diersen (435) 640-5063																														
City Public Works Director	Troy Dayley (435) 714-0392																														
City Trails Manager	Heinrich Deters (435) 659-1188																														
City Parking Manager	Johnny Wasden (801) 833-3486																														
Transit/TOC Manager	Kim Fjeldsted (801) 557-7369																														
Police Patrol Commander	Lt. Rob McKinney (435) 659-7683																														
Park City Mountain Resort																															
Dispatch	(435) 615-1911																														
Sr. Director Base Ops	Mike Lewis (801) 935-0374																														
Base Ops Manager	Jennie Harris (703) 989-6321																														
<div>7. Planning Section:</div> <table border="1"> <tr> <td>Traffic Engineer</td> <td>Gabe Shields (385) 315-9428</td> </tr> <tr> <td>Transit ITS/VMS Program</td> <td>Franklin Williamson (435) 602-3027</td> </tr> <tr> <td>Emergency Manager</td> <td>Mike McComb (757) 374-1515</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>		Traffic Engineer	Gabe Shields (385) 315-9428	Transit ITS/VMS Program	Franklin Williamson (435) 602-3027	Emergency Manager	Mike McComb (757) 374-1515																	<table border="1"> <tr> <th colspan="2">Deer Valley Resort</th> </tr> <tr> <td>Guest Services Manager</td> <td>Tristan Pierson (307) 677-4317</td> </tr> <tr> <td>Event/Sustainability/Sponsor Manager</td> <td>Victoria Schlaepfer (303) 842-9725</td> </tr> </table>		Deer Valley Resort		Guest Services Manager	Tristan Pierson (307) 677-4317	Event/Sustainability/Sponsor Manager	Victoria Schlaepfer (303) 842-9725
Traffic Engineer	Gabe Shields (385) 315-9428																														
Transit ITS/VMS Program	Franklin Williamson (435) 602-3027																														
Emergency Manager	Mike McComb (757) 374-1515																														
Deer Valley Resort																															
Guest Services Manager	Tristan Pierson (307) 677-4317																														
Event/Sustainability/Sponsor Manager	Victoria Schlaepfer (303) 842-9725																														
<div>8.. Logistics Section: N/A</div> <table border="1"> <tr> <td>Chief</td> <td> </td> </tr> <tr> <td>Deputy</td> <td> </td> </tr> <tr> <td>a. Support Branch</td> <td>N/A</td> </tr> <tr> <td>Director</td> <td> </td> </tr> <tr> <td>Supply Unit</td> <td> </td> </tr> <tr> <td>Facilities Unit</td> <td> </td> </tr> <tr> <td>Ground Support Unit</td> <td> </td> </tr> <tr> <td>b. Service Branch</td> <td>N/A</td> </tr> <tr> <td>Director</td> <td> </td> </tr> <tr> <td>Communications Unit</td> <td> </td> </tr> <tr> <td>Medical Unit</td> <td> </td> </tr> <tr> <td>Food Unit</td> <td> </td> </tr> </table>		Chief		Deputy		a. Support Branch	N/A	Director		Supply Unit		Facilities Unit		Ground Support Unit		b. Service Branch	N/A	Director		Communications Unit		Medical Unit		Food Unit		<table border="1"> <tr> <th colspan="2">Kane Security</th> </tr> <tr> <td>Owner/Operator</td> <td>Shawn Kane (801) 391-5981</td> </tr> </table>		Kane Security		Owner/Operator	Shawn Kane (801) 391-5981
Chief																															
Deputy																															
a. Support Branch	N/A																														
Director																															
Supply Unit																															
Facilities Unit																															
Ground Support Unit																															
b. Service Branch	N/A																														
Director																															
Communications Unit																															
Medical Unit																															
Food Unit																															
Kane Security																															
Owner/Operator	Shawn Kane (801) 391-5981																														
<div>10. Finance/Administration Section: N/A</div> <table border="1"> <tr> <td>Chief</td> <td> </td> </tr> <tr> <td>Deputy</td> <td> </td> </tr> <tr> <td>Time Unit</td> <td> </td> </tr> <tr> <td>Procurement Unit</td> <td> </td> </tr> <tr> <td>Comp/Claims Unit</td> <td> </td> </tr> <tr> <td>Cost Unit</td> <td> </td> </tr> </table>		Chief		Deputy		Time Unit		Procurement Unit		Comp/Claims Unit		Cost Unit																			
Chief																															
Deputy																															
Time Unit																															
Procurement Unit																															
Comp/Claims Unit																															
Cost Unit																															

DIVISION ASSIGNMENT LIST		1. SECTION POLICE OFFICER		2. DIVISION/GROUP EMPIRE AVE. AND SILVER KING DR.			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED					
5. Operations Personnel							
		Incident Command		Lt. Vaifoa Lealaitafea			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
	Empire Ave. and Silver King Dr.	1	Varied	Varied	varied		
7. Control Operations <ul style="list-style-type: none"> • Patrol or Special Event (Police Polo/Slacks) Uniform Required • Reflective Traffic Vest and a traffic wand are required • Officer(s) will be out in the intersection to help direct traffic direction flow as described below: • Ingress (Morning) • General ski traffic will travel south on Empire Ave. and turn right onto Silver King Drive and left onto Lowell Avenue to access parking lots. • Transit buses and High Occupancy Vehicles with 10 or more passengers will continue southbound. Residents needing access to their homes will be the exception. • Egress (Evening) • Officer will assist with the ski traffic leaving the parking lots onto Silver King and left onto Empire Avenue. • Officer will facilitate left turns from Empire Avenue to Silver King and prioritize the flow of buses and HOV 10+ vehicles travelling northbound on Empire Avenue toward the intersection of Empire and Park Avenue. • Officers will use discretion on enforcement actions. 							
8. Special Instructions: <ul style="list-style-type: none"> • Traffic Mitigation radio traffic will be done on Event 4. If the event escalates into a major incident all radio traffic will be on NORTHEAST REGIONAL. • Any requests for assistance should be broadcasted on Event 4. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
Patrol	1	1	PCPD MAIN	Event Operations	1	16	EVENT 4
Major Incident	1	15	NE REGION	<i>PCPD Talk Around</i>	1	3	PCPD C2C
Prepared By: Lt. Vaifoa Lealaitafea							

DIVISION ASSIGNMENT LIST		1. SECTION POLICE OFFICER		2. DIVISION/GROUP LOWELL AVE. AND SILVER KING DR.			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 14:30-18:30					
5. Operations Personnel							
		Incident Command		Lt. Vaifoa Lealaitafea			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
	Lowell Ave. and Silver King Dr.	1	Varied	14:30-18:30	varied		
7. Control Operations							
<ul style="list-style-type: none"> • Patrol or Special Event (Police Polo/Slacks) Uniform Required • Reflective Traffic Vest and a traffic wand are required • Officer(s) will be out in the intersection to help direct traffic direction flow as described below: • Car will be positioned to encourage traffic to exit right onto Silver King and deter traffic from turning left to cut through on Three Kings Drive. • Officer will observe flow conditions from Silver King to Empire and into the Intersection at Empire and Park Avenue. • When necessary, the Officer will hold traffic in the parking lot(s) so that the flow through the intersection can be maintained, essentially metering the exit to maintain maximum flow. The officer can communicate this request on Event 4 or by calling Lt. Lealaitafea. • Officer(s) may allow residents that live in Thaynes Canyon area to turn left on Silver King Dr. at their discretion and when safe to do so. • Officers will use discretion on enforcement actions. • Officer will supervise Kane Security staff at Silver King and Three Kings for Residential Protection 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Traffic Mitigation radio traffic will be done on Event 4. If the event escalates into a major incident all radio traffic will be on NORTHEAST REGIONAL. • Any requests for assistance should be broadcasted on Event 4. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
Patrol	1	1	PCPD MAIN	Event Operations	1	16	EVENT 4
Major Incident	1	15	NE REGION	<i>PCPD Talk Around</i>	1	3	PCPD C2C
Prepared By: Lt. Vaifoa Lealaitafea							

DIVISION ASSIGNMENT LIST		1. SECTION POLICE OFFICER		2. DIVISION/GROUP PARK AVE. AND DEER VALLEY DR.			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED					
5. Operations Personnel							
		Incident Command		Lt. Vaifoa Lealaitafea			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
		1	Varied	Varied	Varied		
7. Control Operations							
<ul style="list-style-type: none"> • Patrol or Special Event (Police Polo/Slacks) Uniform Required • Reflective Traffic Vest and a traffic wand are required • Officer will position vehicle on the south side of the intersection (north of box of rocks) to be visible to drivers and activate lights. • Deter non-residential traffic from traveling southbound on Park Ave. • Discourage vehicles from blocking the intersection or any other illegal driving maneuvers. • Officer may need to exit vehicle to direct traffic. • Officer may need to utilize their vehicle to help facilitate traffic flow. • Remain attentive and report any incidents to traffic command via Event 4. 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Traffic Mitigation radio traffic will be done on Event 4. If the event escalates into a major incident all radio traffic will be on NORTHEAST REGIONAL. • Any requests for assistance should be broadcasted on Event 4. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
Patrol	1	1	PCPD MAIN	Event Operations	1	16	EVENT 4
Major Incident	1	15	NE REGION	<i>PCPD Talk Around</i>	1	3	PCPD C2C
Prepared By: Lt. Vaifoa Lealaitafea							

DIVISION ASSIGNMENT LIST		1. SECTION POLICE OFFICER		2. DIVISION/GROUP KEARNS BLVD. AND BONANZA DR.			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED					
5. Operations Personnel							
		Incident Command		Lt. Vaifoa Lealaitafea			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
		1	Varied	Varied	Varied		
7. Control Operations <ul style="list-style-type: none"> • Patrol or Special Event (Police Polo/Slacks) Uniform Required • Reflective Traffic Vest and a traffic wand are required • Officer will position vehicle on the northwest corner of the intersection to be visible to drivers and activate lights. • Discourage vehicles from blocking the intersection or any other illegal driving maneuvers. • Officer may need to exit vehicle to direct traffic. • Officer may need to utilize their vehicle to help facilitate traffic flow. • Remain attentive and report any incidents to traffic command via Event 4. 							
8. Special Instructions: <ul style="list-style-type: none"> • Traffic Mitigation radio traffic will be done on Event 4. If the event escalates into a major incident all radio traffic will be on NORTHEAST REGIONAL. • Any requests for assistance should be broadcasted on Event 4. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
Patrol	1	1	PCPD MAIN	Event Operations	1	16	EVENT 4
Major Incident	1	15	NE REGION	<i>PCPD Talk Around</i>	1	3	PCPD C2C
Prepared By: Lt. Vaifoa Lealaitafea							

DIVISION ASSIGNMENT LIST		1. SECTION POLICE OFFICER		2. DIVISION/GROUP DEER VALLEY DR. AND BONANZA DR.			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED					
5. Operations Personnel							
		Incident Command		Lt. Vaifoa Lealaitafea			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
		1	Varied	Varied	Varied		
7. Control Operations							
<ul style="list-style-type: none"> • Patrol or Special Event (Police Polo/Slacks) Uniform Required • Reflective Traffic Vest and a traffic wand are required • Officer will position vehicle on the southeast corner of the intersection or south side of the intersection in the safety lane to be visible to drivers and activate lights. • Discourage vehicles from blocking the intersection or any other illegal driving maneuvers. • Officer may need to exit vehicle to direct traffic. For instance, if Bonanza Dr. becomes congested, Officer(s) may be required to prohibit any eastbound traffic on Bonanza Dr. from Deer Valley Dr. until congestion is relieved. • Officer may need to utilize their vehicle to help facilitate traffic flow. • Remain attentive and report any incidents to traffic command via Event 4. 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Traffic Mitigation radio traffic will be done on Event 4. If the event escalates into a major incident all radio traffic will be on NORTHEAST REGIONAL. • Any requests for assistance should be broadcasted on Event 4. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
Patrol	1	1	PCPD MAIN	Event Operations	1	16	EVENT 4
Major Incident	1	15	NE REGION	<i>PCPD Talk Around</i>	1	3	PCPD C2C
Prepared By: Lt. Vaifoa Lealaitafea							

DIVISION ASSIGNMENT LIST		1. SECTION POLICE OFFICER		2. DIVISION/GROUP KEARNS BLVD. AND PARK AVE.			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED					
5. Operations Personnel							
		Incident Command		Lt. Vaifoa Lealaitafea			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
		1	Varied	Varied	Varied		
7. Control Operations							
<ul style="list-style-type: none"> • Patrol or Special Event (Police Polo/Slacks) Uniform Required • Reflective Traffic Vest and a traffic wand are required • Officer will position vehicle on the northeast corner of the intersection to be visible to drivers and activate lights. • Discourage vehicles from blocking the intersection or any other illegal driving maneuvers. • <i>Officer may need to exit vehicle to direct traffic.</i> • Officer may need to utilize their vehicle to help facilitate traffic flow. • Remain attentive and report any incidents to traffic command via Event 4. 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Traffic Mitigation radio traffic will be done on Event 4. If the event escalates into a major incident all radio traffic will be on NORTHEAST REGIONAL. • Any requests for assistance should be broadcasted on Event 4. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
Patrol	1	1	PCPD MAIN	Event Operations	1	16	EVENT 4
Major Incident	1	15	NE REGION	<i>PCPD Talk Around</i>	1	3	PCPD C2C
Prepared By: Lt. Vaifoa Lealaitafea							

DIVISION ASSIGNMENT LIST		1. SECTION POLICE OFFICER		2. DIVISION/GROUP TRAFFIC ENFORCEMENT ROVER			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023					
5. Operations Personnel							
		Incident Command		Lt. Vaifoa Lealaitafea			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
		1	Varied	Varied	varied		
7. Control Operations							
<ul style="list-style-type: none"> Patrol Traffic Officer will assist with enforcement of signage and operations. This position will be charged with enforcing turning movements, parking, and other traffic violations. 							
8. Special Instructions:							
<ul style="list-style-type: none"> Event radio traffic will be done on Event 4. Dispatch will not be monitoring this channel. All records checks or other requests will need to be done through PCPD Main Channel. If the event escalates into a major incident all radio traffic will be on NORTHEAST REGIONAL. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
Patrol	1	1	PCPD MAIN	Event Operations	1	16	EVENT 4
Major Incident	1	15	NE REGION	<i>PCPD Talk Around</i>	1	3	PCPD C2C
Prepared By: Lt. Vaifoa Lealaitafea							

DIVISION ASSIGNMENT LIST		1. SECTION TRAIL RANGER		2. DIVISION/GROUP RESIDENTIAL PROTECTION			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED PER STAFFING PLAN					
5. Operations Personnel							
		Incident Command		Andrew Leatham – Traffic Ops. Manager			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
	Pay Day Drive @ Park Avenue	1	93 Peak Days	0730	1030		
				Subject to change	Subject to Change		
7. Control Operations							
<ul style="list-style-type: none"> • City Vehicle with Orange Flashing Emergency Lights • Reflective Traffic Vest or Reflective Clothing Required • Ranger will position vehicle facing East at intersection • Position vehicle to the right-hand side of Pay Day, leaving line of site open for drivers at intersection • Place A-Frame barricade in center of Pay Day at Intersection • Ranger presence is to deter cut-through traffic bound for PCMR. • Ranger to remain in vehicle/Ranger DOES NOT direct traffic or stand in Right of Way • Ranger will document the number of vehicles that pass his/her location during shift and number of citizen contacts • Rangers may also cover the intersection of Thaynes Canyon Drive and Park Avenue per staffing priority – Directed by Traffic Ops Manager 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Residential Protection radio traffic will be done on Event 4. Any requests for assistance should be broadcasted on Event 4. • Ranger will track hours on provided Google Sheet document at the close of shift • Ranger will document the number of vehicles that pass his/her location during shift and number of citizen contacts on Google Sheet Provided • Ranger will advise Traffic Manager when posted. Ranger will be relieved by the Traffic Manager at the end of shift 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
				Event Operations	1	16	EVENT 4
				Major Incident	1	15	NE REGION
Prepared By: Andrew Leatham – Traffic Operations Manager							

DIVISION ASSIGNMENT LIST		1. SECTION PARKING OFFICER		2. DIVISION/GROUP RESIDENTIAL PROTECTION INGRESS			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED PER STAFFING PLAN					
5. Operations Personnel							
		Incident Command		Andrew Leatham – Traffic Ops. Manager			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
	Thaynes Cyn. Drive @ Park Avenue (Ingress)	1	93 Peak Days	0730	1030		
				Subject to change	Subject to Change		
7. Control Operations							
<ul style="list-style-type: none"> • City Vehicle with Orange Flashing Emergency Lights • Reflective Traffic Vest or Reflective Clothing Required • Officer will position vehicle facing East at intersection • Position vehicle to the right-hand side of Thaynes Cyn. Drive, leaving line of site open for drivers at intersection • Place A-Frame barricade in center of Thaynes Cyn. Drive at Intersection • Officer presence is to deter cut-through traffic bound for PCMR. • Officer to remain in vehicle/Officer DOES NOT direct traffic or stand in Right of Way • Officer will document the number of vehicles that pass his/her location during shift and number of citizen contacts • Officers may also cover the intersection of Pay Day Drive and Park Avenue per staffing priority – Directed by Traffic Ops Manager 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Residential Protection radio traffic will be done on Event 4. Any requests for assistance should be broadcasted on Event 4. • Officer will track hours on provided Google Sheet document at the close of shift • Officer will document the number of vehicles that pass his/her location during shift and number of citizen contacts on Google Sheet Provided • Officer will advise Traffic Manager when posted. Officer will be released by the Traffic Manager at the end of shift 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
				Event Operations	1	16	EVENT 4
				Major Incident	1	15	NE REGION
Prepared By: Andrew Leatham – Traffic Operations Manager							

DIVISION ASSIGNMENT LIST		1. SECTION PARKING OFFICER		2. DIVISION/GROUP RESIDENTIAL PROTECTION EGRESS			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023 VARIED PER STAFFING PLAN					
5. Operations Personnel							
		Incident Command		Andrew Leatham – Traffic Ops. Manager			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
	Hillside Avenue @ Marsac	1	93 Peak Days	1500	1900		
				Subject to change	Subject to Change		
7. Control Operations							
<ul style="list-style-type: none"> • City Vehicle with Orange Flashing Emergency Lights • Reflective Traffic Vest or Reflective Clothing Required • Officer will position vehicle facing East near the intersection of Hillside Ave. and Marsac Ave. • Position vehicle to be visible but avoid bright or wig wag headlights aimed at drivers • Officer presence is to deter non-residential traffic and cut-through traffic from Chambers and/or Prospect Ave. • Officer to remain in vehicle/Officer DOES NOT direct traffic or stand in Right of Way • Officers may also cover other locations per staffing priority – Directed by Traffic Ops Manager • Officer will manage two (2) Kane Security Officers posted on Marsac/Prospect and Marsac Chambers. 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Residential Protection radio traffic will be done on Event 4. Any requests for assistance should be broadcasted on Event 4. • Officer will track hours on provided Google Sheet document at the close of shift • Officer will advise Traffic Manager when posted. Officer will be released. by the Traffic Manager at the end of shift 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
				Event Operations	1	16	EVENT 4
				Major Incident	1	15	NE REGION
Prepared By: Andrew Leatham – Traffic Operations Manager							

DIVISION ASSIGNMENT LIST		1. SECTION PUBLIC WORKS STAFF		2. DIVISION/GROUP SIGNAGE/BARRICADES/SPECIAL PROJECTS			
3. EVENT NAME PEAK SKI TRAFFIC MITIGATION		4. OPERATIONAL PERIOD NOVEMBER 18, 2022-APRIL 16, 2023					
5. Operations Personnel							
		Incident Command		Andrew Leatham – Traffic Ops. Manager			
6. Resources Assigned this Period							
Team	Location	Number Persons	Date	Start Time	End time		
	Varies	1	11/18/22-4/16/2022	0700	1600		
				Subject to change	Subject to Change		
7. Control Operations							
<ul style="list-style-type: none"> • Reflective Traffic Vest or Reflective Clothing Required • Public Works staff member will install and remove barricades and signs per circulation plans • Public Works staff members will respond to requests from Traffic Operations Manager for installation or removal of temporary signs • Public Works staff member will maintain signs and barriers, so they are visible and aligned properly per circulation plans • Public works staff will respond to remove delineators and signs during snow events as directed by PW Director or Traffic Manager 							
8. Special Instructions:							
<ul style="list-style-type: none"> • Delineators for bus/resident and parking on Empire set by 0700 and removed by 1100 unless directed to leave in place • Barriers and barricades for 14th and 15th Street closures are placed by 0700 and remain in place for through consecutive peak days • PW Staff members will communicate with the Traffic Operations Manager when signs and barriers are placed, removed, or moved • PW staff members should track all hours dedicated to ski resorts on Google tracking sheets for each resort. 							
9. Division Communications Summary							
Function	Zone	Channel	Display	Function	Zone	Channel	Display
				Event Operations	1	16	EVENT 4
				Major Incident	1	15	NE REGION
Prepared By: Andrew Leatham – Traffic Operations Manager							

WINTER PEAK DAY OPERATIONS 2022-23

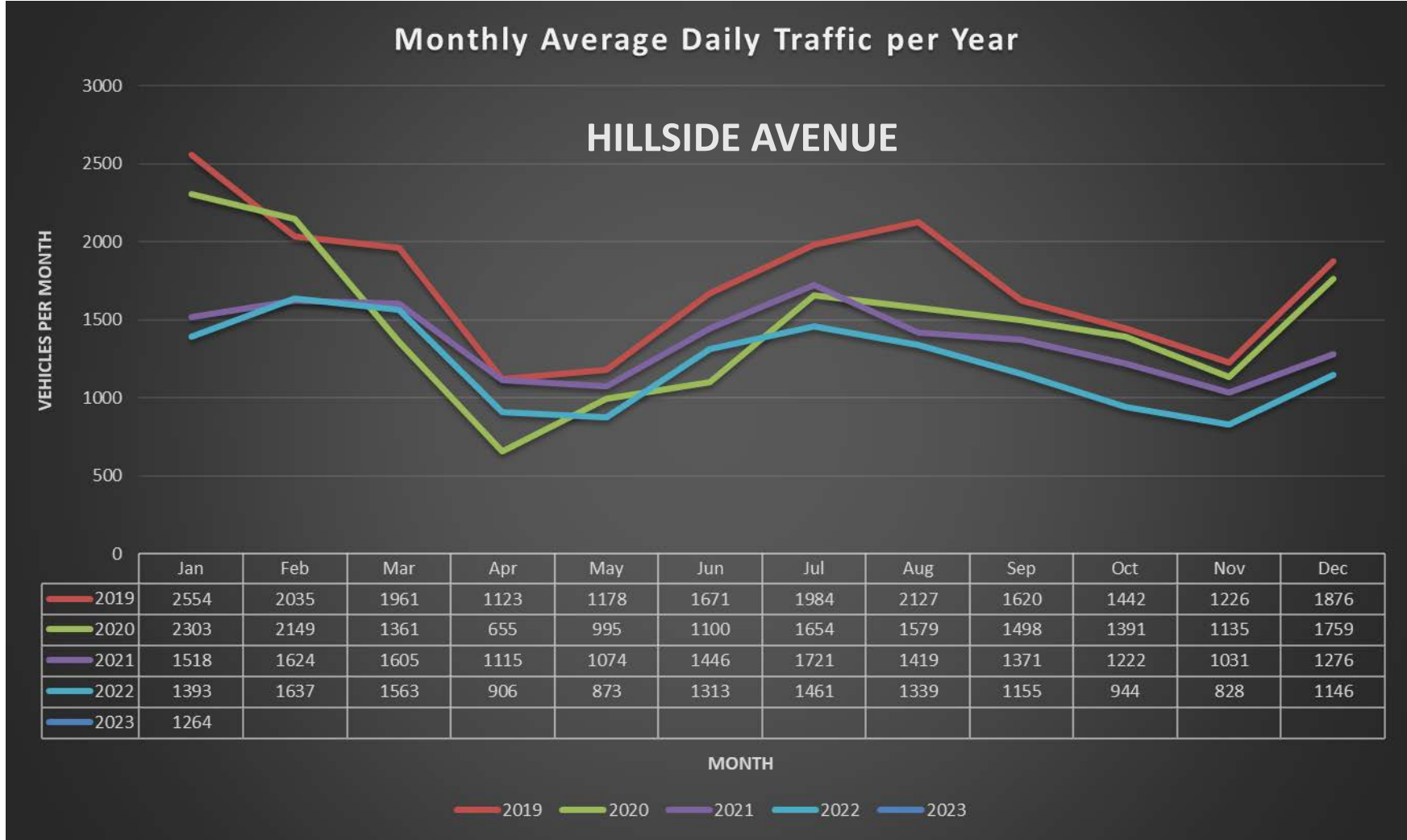
DATA EXHIBITS



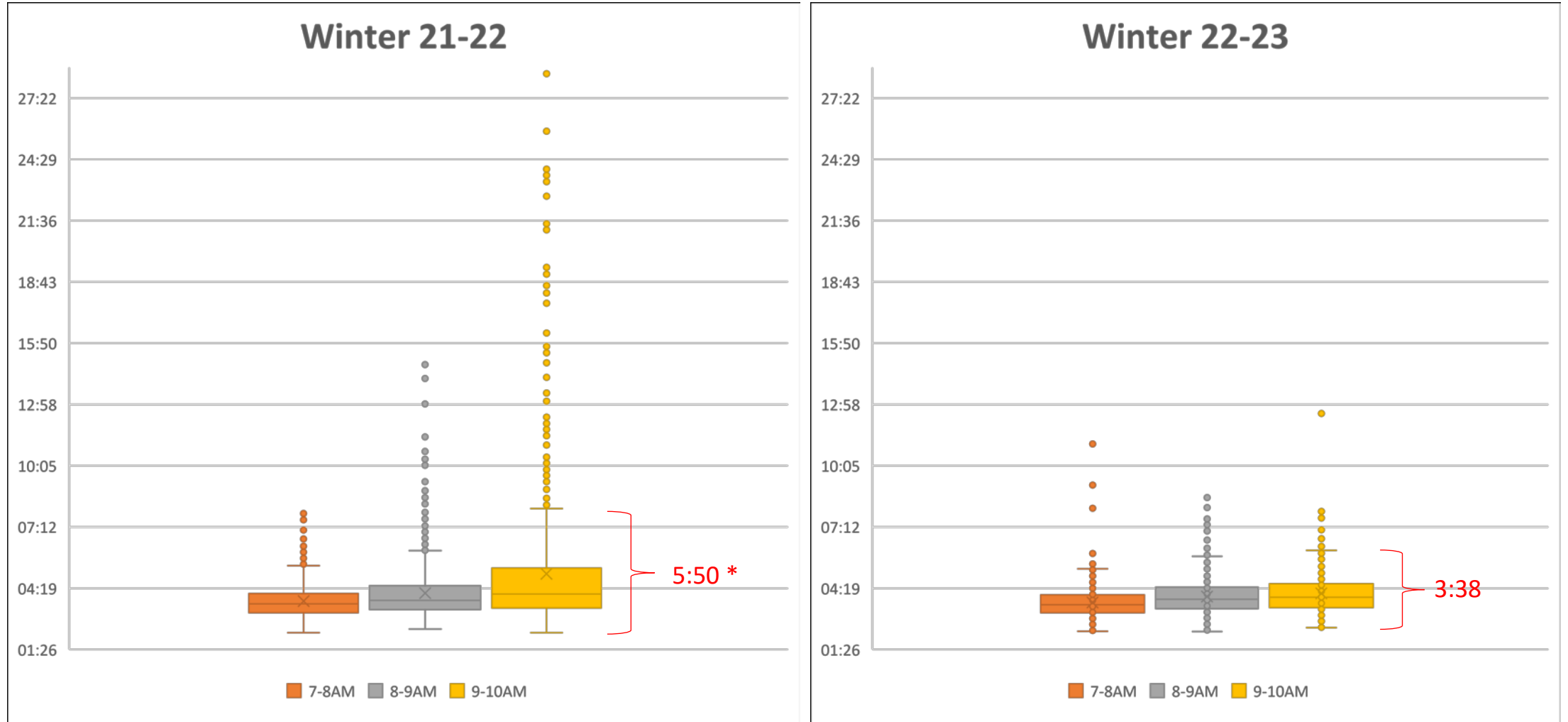
Residential Protection – Hillside Ave

Average Monthly Traffic Counts

	2017				2018				2019				2020				2021				2022				2023		
Month	West	East	ADT/Ave.		West	East	ADT/Ave.		West	East	ADT/Ave.		West	East	ADT/Ave.		West (in)	East (out)	ADT/Ave.		West (in)	East (out)	ADT/Ave.		West (in)	East (out)	ADT/Ave.
Jan			1822						1372	1180	2554		846	1457	2303		707	811	1518		628	765	1393		529	735	1264
Feb									1120	914	2035		899	1250	2149		751	873	1624		744	893	1637		557	718	1275
Mar									1077	884	1961		582	779	1361		721	884	1605		698	865	1563		519	665	1184
Apr									615	508	1123		298	357	655		493	622	1115		350	556	906		332	419	751
May									620	559	1178		469	526	995		498	576	1074		286	587	873				0
Jun									849	822	1671		479	621	1100		679	767	1446		599	715	1313				0
Jul			2988						1001	983	1984		793	861	1654		800	921	1721		697	764	1461				0
Aug									1169	958	2127		785	794	1579		681	738	1419		642	697	1339				0
Sep									781	839	1620		738	760	1498		649	722	1371		551	604	1155				0
Oct									696	746	1442		687	704	1391		582	640	1222		434	510	944				0
Nov			1322		702	846	1548		577	649	1226		568	567	1135		490	541	1031		370	458	828				0
Dec					1039	816	1858		816	1060	1876		836	923	1759		570	706	1276		500	646	1146				0

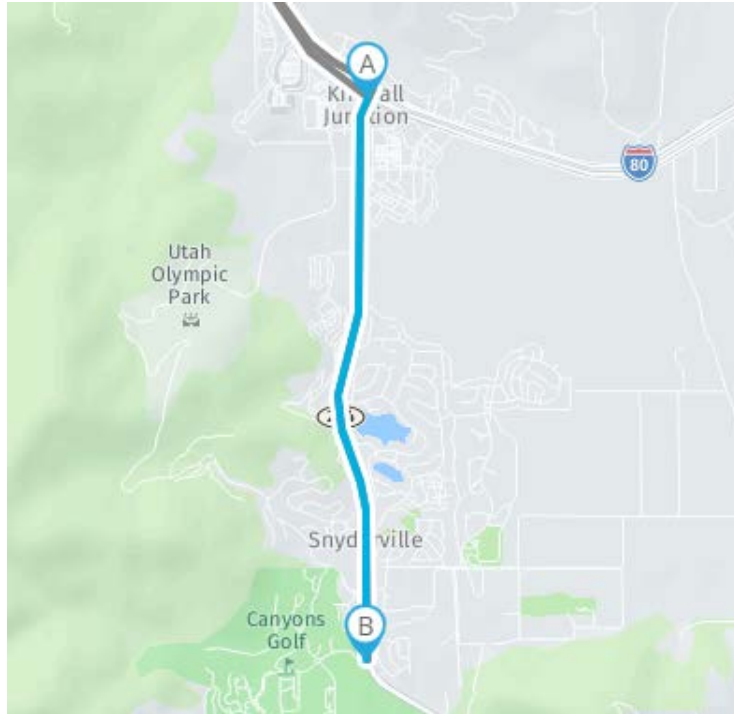


Transit Travel Times Through PCM Base AM Peak



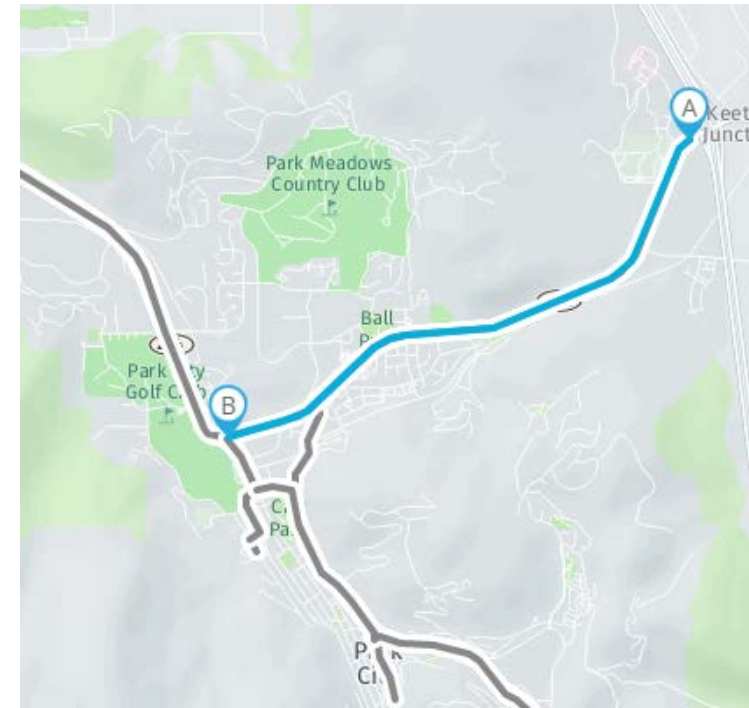
Peak Times of Day

Kimball Junction & 224 Ingress/Egress



Peak Traffic:
9:00 a.m. & 5:00 p.m.

248 Ingress/Egress



Peak Traffic:
8:00 a.m. & 5:00 p.m.

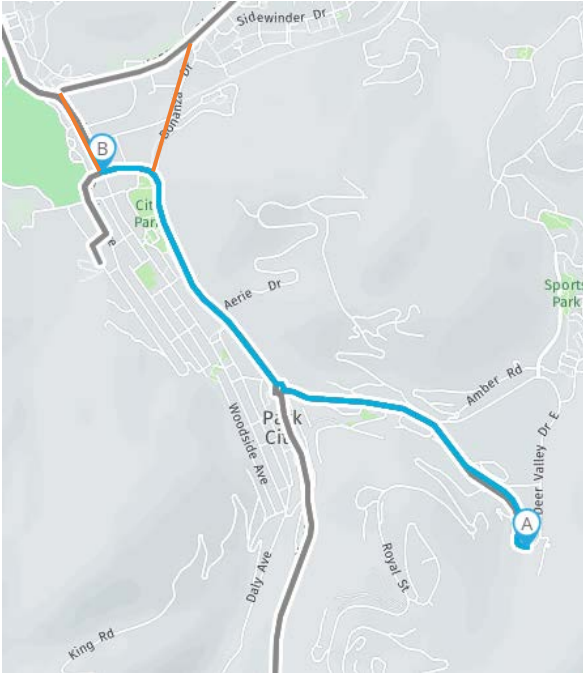
PCMC is partnered with UDOT on key projects:

1. S-LC43(34) Summit County Intersection Planning Study: PIN No. 20035; Contract No. 228840 ongoing project with Summit County, Park City, UDOT.
2. SR248 EA pin # 14549.

Source: Park City Municipal Corporation. As of January 14, 2023.

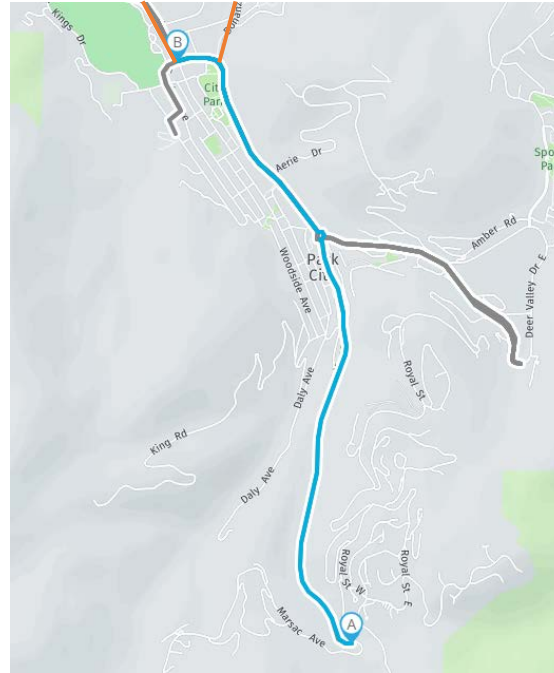
Peak Times of Day – Local Focus

Deer Valley Dr. Egress



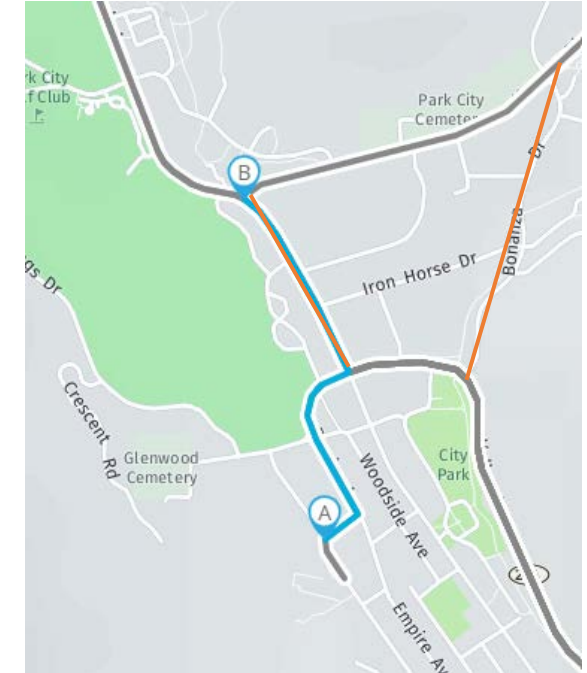
Peak Hours:
4:00-6:00 p.m.
(Max. at 5:00 p.m.)

Silver Lake/Marsac Ave. Egress



Peak Hours:
4:00-6:00 p.m.
(Max. at 5:00 p.m.)

Lowell Ave. Ingress

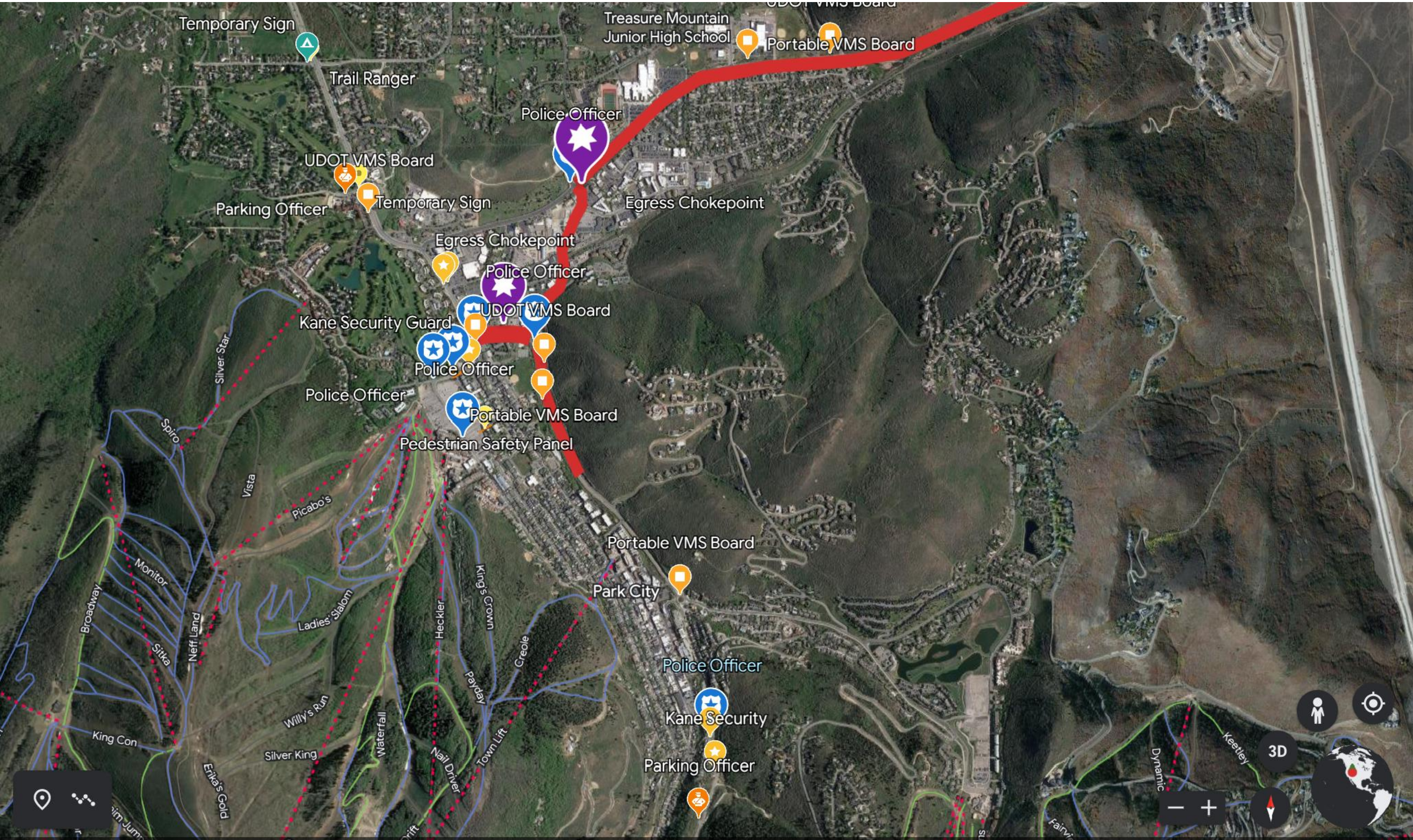


Peak Hours:
**8:00-9:00 a.m. &
4:00-5:00 p.m.**
(Double peak, Max. at 9:00 a.m.)

PCMC is partnered with UDOT on key projects:

1. S-LC43(34) Summit County Intersection Planning Study: PIN No. 20035; Contract No. 228840 ongoing project with Summit County, Park City, UDOT.
2. SR248 EA pin # 14549.

Source: Park City Municipal Corporation. As of January 14, 2023.



Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from April 25 and 27, 2023

Suggested Action:

Attachments:

[April 25, 2023 Minutes](#)

[April 27, 2023 Minutes](#)



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

April 25, 2023

The Councils of Park City and Summit County, Utah, met in open meeting on April 25, 2023, at 9:00 a.m. in the City Council Chambers.

JOINT PARK CITY COUNCIL AND SUMMIT COUNTY COUNCIL MEETING

I. ROLL CALL

Park City Council Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney	Present
None	Excused

Summit County Council Attendee Name	Status
Chair Roger Armstrong Vice Chair Malena Stevens Council Member Tonja Hanson Council Member Canice Harte Council Member Chris Robinson - via Zoom Shane Scott, County Manager Janna Young, Deputy County Manager Margaret Olson, County Attorney	Present
None	Excused

II. HOUSING DISCUSSION

Housing Authority Workshop Presentation by Daniel Nackerman, Salt Lake City Housing Authority Executive Director:

Daniel Nackerman reviewed the Salt Lake City Housing Authority (SLCHA) was the largest permanent housing provider in the state. A housing authority (HA) provided resources that were otherwise unavailable. There were public/private relationships with HAs. He noted many HAs were consolidating to have more of an impact in a region and Nackerman reported there were currently 19 HAs in Utah.

Nackerman asked some questions for the Councils to consider, including if housing needs were being met, the advantages versus disadvantages of HAs, if they were considering local HAs or a regional HA, if resources were waxing or waning, the different types of initiatives such as preservation, vouchers, home ownership, etc., the targeted populations, and potential partners. He reviewed the history of the federal government's role in affordable housing. The plan was to have qualified individuals pay 30%-40% of their income for housing, with the government subsidizing the rest of the rent. He commented that seniors were a growing pool of affordable housing residents.

Nackerman noted federal tax credits and public/private partnerships were replacing housing subsidies. Housing was focused on certain groups, such as workforce, seniors, veterans, disabled, and homeless people. He also discussed the different funding programs available. Council Member Gerber asked how a HA could qualify for the funding and if it would be ongoing. Nackerman stated SLCHA had been very aggressive in the last several years in applying for federal and state grants.

Nackerman explained the requirements for starting a HA per state code. He discussed funds were quickly distributed for victims of major disasters. He recommended implementing a taskforce as the first step in pursuing a HA. The taskforce could do an analysis and give a recommendation. They would choose the focus of the HA and create a strategy for initial funding, program emphasis, geography, etc. There would be Housing and Urban Development (HUD) interface, community and regional outreach, and then the HA could be formed.

Council Member Gerber stated she talked with some HAs and they indicated it was hard to get federal funding. Nackerman stated SLCHA was very aggressive in seeking funding. They were involved in real estate development and the profits from those endeavors also rolled into the housing fund for future projects. He commented that HUD had specialty funding for veterans and other specific groups. Council Member Gerber noted Nackerman stated SLCHA bonded and asked what they bonded for. Nackerman stated there were a few different reasons for bonding, but for the multifamily revenue bonds, it was against the rental income.

1 Council Member Dickey asked what area the SLCHA covered, to which Nackerman
2 stated there was a county HA and a city HA, and state law dictated that when city HAs
3 were set up within a county, the applicants could reside within either boundary.
4 Council Member Doilney asked if there were safety or security issues at the affordable
5 properties, to which Nackerman indicated there were no concerns for safety and
6 security. There was zero tolerance for any violent crimes. The HUD office had
7 requirements not to house those who had ever manufactured meth or who were lifetime
8 sex offenders. He stressed the key was the management of properties. Vice Chair
9 Stevens asked if the HA provided the management to which Nackerman indicated they
10 did for the majority of projects, but were using third-party management for tax credit
11 sites.

12
13 Council Member Toly asked if there were areas that had senior housing mixed with
14 affordable housing. Nackerman stated there were some instances, but most senior
15 developments were designated for seniors only. Council Member Toly stated Colorado
16 required that one person in the household had to be a citizen, but the challenge here
17 was providing seasonal housing for international workers. Nackerman indicated HUD
18 required citizenship, but there were other programs that did not require that. He found a
19 good program for workforce housing through the HA. Council Member Hanson asked if
20 there were HAs comprised of a county and multiple municipalities, to which Nackerman
21 affirmed.

22
23 Council Member Dickey asked how competing interests were managed. Park City was a
24 high-cost area, but the City's affordable housing policy was to only build in the City
25 limits. He asked how to manage those requirements in a regional HA. Nackerman
26 stated that would depend on how the HA was formed, and the attorneys would have to
27 help with that.

28
29 Council Member Robinson asked if the SLCHA had enough properties that allowed the
30 HA to self-perpetuate and grow. Nackerman stated 75% of the revenue was dependent
31 on federal funds, but they were becoming profitable and in the next five to 10 years they
32 expected to really take off. Projects that received tax credits were not allowed to make
33 much money. They made \$50,000-\$200,000 per year on a typical tax credit project, and
34 the HA could only make that for 15-20 years and then it would need to absorb the
35 property. The consequences of that could be long term rent restrictions on the property
36 or income restrictions so it would be an affordable property for 35 years or more.
37 Council Member Robinson asked if SLCHA would develop a cash balance if they
38 decided not to grow. Nackerman agreed that could happen but the entity could no
39 longer request federal funds. Council Member Robinson noted SLCHA split the
40 development fee on some projects and he asked if the revenues were split as well, to
41 which Nackerman affirmed.

1 Jason Glidden, Park City Housing Manager, reviewed the steps to create a HA and
2 indicated the first step was to create a taskforce. Jeff Jones, Summit County Housing
3 Director, stated the taskforce could create a policy. Council Member Gerber favored
4 implementing a task force to evaluate all the options. Vice Chair Stevens asked how
5 long it would take to implement this. Jones stated he needed to know the expectation
6 for the taskforce. He thought it should have a limited focus and then build out from
7 there. He recommended coming back with an outline and a process for the taskforce
8 that would lay out how to interact with one another. Glidden stated they would come
9 back to discuss this further at the next quarterly meeting.

10
11 Council Member Harte asked if Glidden and Jones had envisioned a regional HA or
12 individual HAs. Nackerman stated he could help Glidden and Jones prepare two or
13 three scenarios regarding the roles in Housing. Council Member Harte asked what the
14 range and radius of an HA should be. Nackerman stated some HAs did it by similar
15 housing needs and others did it by geography. There were some HAs that already
16 existed and they partnered for certain projects.

17
18 Chair Armstrong asked if there was a benefit to combining resources in a regional
19 housing authority (RHA). Nackerman stated there was some advantage but not a big
20 one. There was some funding that would come through the Community Development
21 Block Grant (CDBG) program and other sources as well. There were some funds that
22 could come to cities, counties, and states.

23
24 Council Member Harte asked how much flexibility there was in a HA – specifically, could
25 they adjust for various needs, or would it be better to have individual HAs to focus on
26 independent needs. Nackerman stated a RHA could adjust to needs. Housing
27 authorities needed to submit a plan each year to HUD and so priorities could be set.
28 Chair Armstrong suggested projects in the city could be led by the city and projects in
29 the county could be led by the county. Council Member Robinson favored implementing
30 the taskforce and exploring the benefits of having one HA and two HAs.

31
32 Mayor Worel stated there were entities in the community that were working on housing.
33 She asked Nackerman if SLCHA worked with other organizations on housing.
34 Nackerman stated there were 40 organizations his HA worked with regularly. They
35 lobbied in the state and in Washington, D.C. for housing. Mayor Worel asked about
36 coordinated roles. Nackerman stated he was in the San Bernadino, California HA and
37 there were 26 cities in that HA. He stated there were several studies on housing needs
38 and staff could work based off those when the taskforce met.

39
40 Vice Chair Stevens asked if it would be advantageous to have a Wasatch Back RHA,
41 and if so, could it be set up to later include other entities within the region. Nackerman

1 suggested getting attorneys to set that up. Council Member Toly asked if the County
2 Council members had housing conversations with other cities within the county. Chair
3 Armstrong indicated they had affordable housing conversations but there weren't
4 discussions on HAs.

5
6 Council Member Harte noted it seemed there was flexibility and work could be done to
7 find the best solution for all. Council Member Robinson asked which attorneys would be
8 best for housing, to which Nackerman stated Ballard Spahr and Gillmore Bell were
9 good. He noted having partnerships made less work per entity.

10
11 Chair Armstrong asked to see what the alternatives were, what the staffing would look
12 like, the budget impact, and the administration of the authority. The Councils favored
13 moving forward and having Jones and Glidden work on creating an outline for a
14 taskforce.

15 16 **III. SCHEDULE NEXT JOINT MEETING**

17
18 It was indicated the next joint meeting would be on July 11th and Summit County would
19 be the host.

20 21 **IV. ADJOURNMENT**

22
23 With no further business, the meeting was adjourned.

24
25
26 _____
Michelle Kellogg, City Recorder



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

April 27, 2023

The Council of Park City, Summit County, Utah, met in open meeting on April 27, 2023, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and advice of counsel at 2:00 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 2:36 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

STUDY SESSION

Park City Public Art Advisory Board (PAAB) Annual Update & Strategic Plan:

Jenny Diersen, PAAB Staff Liaison, reviewed the board's efforts over the last year, including work on two art projects, maintenance projects, and developing a strategic plan. She indicated there were six proposed projects in the strategic plan and she explained each one. She thanked Council for the funding put in place for public art.

Dave Nicholas stated the board wanted to align art with the Council priorities. He thought community engagement would get neighborhoods involved in creating art for their areas. He requested the board be included on capital project discussions so art could be considered for those projects.

Lara Carlton stated Diersen needed help in order to keep the board moving efficiently. She also noted it was helpful to have a Council liaison.

Council Member Dickey wanted to talk about public art as outreach for the recreation bond began, and he thought that might build support for a bond or public art funding could be included in the bond. Mayor Worel asked if a protective covering could be placed over the murals to protect them from vandalism, and noted at one time she was told the coating would yellow over time. Diersen stated the coating product did not yellow as it had in the past, and that was an investment they could look at. Council Member Rubell indicated public art was funded with one percent of capital project budgets, and asked what the extra \$100,000 budget request was for. Diersen stated there was no funding for public art in the next year through capital projects, so that was a separate request that could be used for any project in the City and would go towards projects on the board's project list. Council Member Rubell thought there should be a policy discussion to discuss public art funding since there were times where there weren't capital projects and the board needed ongoing funding.

Mayor's Legacy Mine Soil Roundtable Update:

Ryan Blair, Environmental Regulatory Program Manager, reviewed the topics the roundtable discussed, including the mining history and legacy, ordinance changes over the years, EPA and UDEQ activities, and community education. Blair suggested some next steps, including an ordinance update, reviewing the policy, and education and outreach exploration.

Sherie Harding stated she reviewed mining reports and indicated the milling was more significant than the mining. She read some of the findings in her report. She indicated the EPA did some soil sampling and she would get the results from those samples.

Tom Gadek stated the soil was light brown and sandy at all the locations where there used to be a mill, and nothing grew there. As a result, those soils were running with the water to Richardson Flat and throughout the City.

John Russell noted United Park City Mines had done a lot in soil remediation. They were looking at how to address subsurface soils. He thought Blair was working through the issues as new developments were progressing.

Mayor Worel asked if the City's soils ordinance was stricter than state code. Blair indicated there were some areas that were stricter than the state. The City had a top soil cap which was stricter than the state. One area of improvement in the ordinance could be adding a disposal facility for reuse. Joan Card indicated Blair's recommendation was in line with the 2013 Blue Ribbon Commission recommendation to separate the clean and dirty soils. A regulated disposal facility would determine whether the soil needed to be disposed of or if it could be reused.

Harding stated the boundary needed to be addressed and the roundtable didn't come up with a suggestion. The City could use latitude and longitude coordinates or they

1 could use the boundary of the mines. It was indicated focus should be given to site
2 characterization and delineation.

3
4 Blair summarized he would come to Council on June 1st with some soil ordinance
5 changes. Regarding boundary changes, he felt there was enough research to justify
6 expanding the boundary to protect human health. He made a budget request to perform
7 additional soil sampling. He thought there was an opportunity to look internally at
8 process improvement. He wanted to educate people building in the community and help
9 them by having a process in place.

10
11 Council Member Toly asked if sediment had been found in the top part of Poison Creek,
12 and if so, should there be testing and warning signs in those areas. Blair thought it
13 should be explored. Gadek stated they would take the water and process it at the
14 treatment plant by the end of the year. There wouldn't be much water left in that area.

15
16 Council Member Dickey asked if they had seen data that would indicate there was a
17 health issue. Blair stated in the 1980s, they took blood samples on children and there
18 were no impacts from the arsenic. Council Member Dickey wondered what would be
19 found if they looked outside the boundary for effects to public health.

20
21 Council Member Rubell thought the outcome from redrawing the boundary might be to
22 offer remediation or education. Gadek thought the outcome from Prospector was good
23 and he hoped for good outcomes in other areas of the community.

24
25 Council Member Doilney stated the City did a good job mitigating risks and he hoped it
26 would continue. Council Member Gerber stated there had been a lot of development
27 and digging since the 1980s and she thought some blood samples should be taken
28 every once in a while.

29 30 **WORK SESSION**

31 32 **Discuss FY24 Fee Schedule Changes:**

33 Kirsten Darrington, Budget Department, presented this item and reviewed the fee
34 changes for each department. She indicated there would be a business licensing fee
35 study this summer. Council Member Gerber asked if the fees for business licenses
36 could be adjusted after the study or would it wait until the next budget cycle. Darrington
37 stated fees could be adjusted at any time.

38
39 Mayor Worel asked about the increase to \$175 for a renter utility deposit fee, and noted
40 many apartments were for low-income residents. Darrington stated this fee had not
41 been raised in a long time. If it had been raised incrementally over the years, it would be
42 this amount now. Mayor Worel asked how often the deposit was not returned.
43 Darrington indicated she would get that number for Council.

1 Council Member Toly asked why golf passes would only be renewed for previous
2 passholders. Ken Fisher, Recreation Manager, stated the City used to sell season
3 passes and the people who had them could renew, but no new passes would be issued.
4

5 Council Member Rubell asked that the City give more discounts to Park City residents.
6 Regarding parking, he stated the fines seemed too low and he wanted that looked at. In
7 the winter, charging the rate seemed to impact the locals. He requested a deeper
8 conversation on that. He also wanted to consider inflationary increases for election filing
9 fees.

10
11 **Discuss FY24 Capital Project Budgets:**

12 Jed Briggs, Budget Manager, Erik Daenitz, Economic Development Manager, and Brian
13 Baker, Zions Bank Public Finance, were present for this item. Daenitz reviewed the
14 sales tax for February was at a record high. He highlighted major capital requests,
15 including the Ability Way Road reconstruction, Upper Main Street bollards for event
16 management, Swede Alley trash compactors, Police Department parking upgrade, and
17 a City Hall remodel. Ongoing project requests were earmarked for pavement
18 management, equipment replacement, and technology replacement.

19
20 Daenitz indicated there were some existing projects, such as the senior community
21 center and library technology equipment replacement that he wanted to point out. Other
22 projects included wireless upgrades, public art, a fiber connection to Quinn's Ice and to
23 Water, and a MARC bubble repair. Some reductions included Basin Recreation not
24 contributing to the Ice Arena and the Bonanza Park/Rocky Mountain Power (RMP)
25 substation mitigation.

26
27 Council Member Rubell favored leaving the money in the substation fund since there
28 were discussions with RMP regarding this substation. He asked if the transportation
29 reductions were because the projects weren't important. Robbie Smoot stated there
30 needed to be more planning on those projects and so the money was transferred to
31 different projects. Council Member Rubell asked about the box of rocks and Briggs
32 noted it was still part of the five-year plan. Council Member Rubell favored waiting on
33 the Marsac remodel until the Bonanza Park study was finished. He asked if the City
34 could do a matching grant this year for the Thaynes Mining Structure to kick start
35 fundraising, and then include more funds in next year's budget. Briggs stated he could
36 research that. Since it was an outside request, a public benefits analysis would need to
37 be performed before funds could be distributed. Council Member Rubell stated they
38 would love anything that could be done by the City. He requested a more detailed
39 discussion to see what could be offered. Council Member Toly preferred to do research
40 to see how much the City could contribute in 2025. Council Members Gerber and
41 Doilney agreed with Council Member Toly.

42
43 Daenitz reviewed Housing funding. Briggs noted the previous discussion on the
44 Transportation budget and indicated there would be a deficit in that fund in five years.

Daenitz stated there was a previous discussion on the capital requests from Recreation. A General Obligation (GO) bond was discussed at that time and he asked if Council favored a bond. Briggs reviewed funding tools available to the Council. Daenitz indicated public infrastructure districts (PID) and community redevelopment areas (CRA) were other tools that were development dependent.

Council Member Rubell did not have confidence in the capital needs numbers. He thought there might not be a need to bond for all the requests. Briggs stated the numbers assumed every project on the list would be done. Council Member Gerber stated \$25 million in Affordable Housing would go quickly. Council Member Rubell stated there were opportunities to make the money go further.

Council Member Toly wanted to ensure there was money available for a small area plan in Old Town in 2024. Daenitz indicated there were \$2 million in existing projects associated with Main Street, including downtown plazas and downtown enhancements. These funds could be deployed to a specific Council request for Main Street. Council Member Toly indicated there was a three phase Upper Main Street project and she asserted it made more sense to fund a bollards project after the third phase was completed. Council Member Dickey asked if the bollard project was Phase Two of the Upper Main Street project or if it was separate, to which Matt Twombly, project manager, stated it was a separate project. He noted if another project was approved it might affect the top of the street, but most of the bollards were on the side streets. Council Member Toly stated events were being moved off Main Street so she wanted more information on that.

Council Member Toly supported the Marsac remodel. Council Member Dickey agreed. Council Member Dickey also agreed with Council Member Rubell to keep the RMP substation funds. He asked if the Basin Recreation discussion was over. Angevine stated Basin Recreation drafted a letter agreeing to the annual contribution but not the one-time contribution for the ice arena capital improvements. A study was being done to see what the actual costs would be and they were waiting for that study to conclude.

Briggs summarized the GO Bond process and noted if Council approved bonding, it would go on the ballot in November. If passed, the bonds would be issued in January and construction would begin next summer. Daenitz reviewed various bond amounts and the corresponding tax increases for homeowners. Brigg presented five scenarios for funding recreation projects with all GO bonds or a combination of self-funding and GO bonds.

Baker noted there was an alternative to put all the projects on the ballot and have the voters decide on each project. He noted some other cities had done this, but the projects were not all recreation related. Experience showed this method fared poorly.

Council Member Dickey asked how the City would decide how much to bond for and what to put on the ballot. Briggs stated there were a lot of needs and there were many ways to figure out how much bonding would be needed. He stated one solution would be for Council to look at the property tax increase list and pick a number they were comfortable with.

Council Member Doilney stated the City wanted to serve everyone. Some infrastructure needed upgrading and the City would get a better facility if it was all bonded. Council Member Rubell favored the scenario where the scope for the City Park building could be looked at to save money and then self-fund that project as well as the aquatics project. He supported bonding for \$9 million for pickleball and delaying the MARC expansion and outdoor ice.

Council Member Gerber noted the majority of Council didn't want a property tax increase yet a GO bond was a property tax. There were needs in the community and it was tricky trying to find funding. She also wanted to talk about childcare and that would not be addressed in a GO bond. She was torn because the recreation requests were nice to have. She agreed better facilities were needed for the day camps. She favored funding the City Park building and aquatics. She also supported partnering with the Pickleball Club on building a facility.

Council Member Toly favored funding the park building and/or aquatics and putting a GO bond on the ballot for the other projects to let the voters decide. Council Member Dickey didn't think a sports complex would pass and he wanted to wrap as many of the projects as possible into the bond to get it all done. He wanted to think big. He favored funding or bonding for all the projects.

Briggs discussed they would make clear what the Council wanted to fund but the bond would include expanded levels of service. Council Member Doilney stated he wanted to use the City's money most efficiently. Council Member Toly wanted to hear from the public before they decided. Council Member Gerber indicated this \$50 million was just for recreation.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney (via Zoom) Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly	Present

Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	
None	Excused

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Council Member Gerber went to the Utah League of Cities and Towns (ULCT) conference. She saw a dignity index presentation where you show dignity through speech, and she thought it would be interesting during the campaign process. There was also a demonstration on The Period Project. She thought of other women's issues, including childcare. She indicated there would be a childcare policy discussion on May 11th so a childcare budget could be put on the tentative budget.

Council Member Toly announced upcoming community events. She stated several boards were seeking applicants and those interested could apply.

Council Member Dickey stated he supported having a childcare conversation regarding policy and the City's role. He indicated the tentative budget could be amended if needed. Council Member Toly supported the discussion as well. Council Member Doilney supported the discussion and asked to put a \$1 million-\$2 million placeholder in the tentative budget. He also indicated the Central Wasatch Commission (CWC) was looking for Wasatch Back members to join their stewardship council and noted it was a great way to get involved. He noted the City lost Jeremy Nobis, Olympic skier, and indicated he revolutionized skis.

Staff Communications Report

1. First Quarter 2023 Community Engagement

III. RECOGNITION

1. Consideration to Adopt Resolution 06-2023, a Resolution Proclaiming April 2023 as Child Abuse Prevention Month in Park City:

Bailey Carmack, Liaison for the Childrens Justice Center, stated this was Child Abuse Prevention Month. She asserted it was important to prevent the maltreatment of children and explained the process of reporting abuse. She then read the resolution aloud.

Mayor Worel opened the item for public input. No comments were given. Mayor Worel closed the public input.

Council Member Gerber moved to adopt Resolution 06-2023, a resolution proclaiming April 2023 as Child Abuse Prevention Month in Park City. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Joana Vicente, Sundance Institute CEO, stated the Park City staff and community were amazing partners for the Sundance Film Festival. The festival would be in Park City for 40 years next January. She indicated it was great to be back last year after being gone for a few years because of COVID.

Brooke Ahlberg 84036, worked in Park City and stated most people could remember a time when they received news that changed the trajectory of their lives. Over 100 families who were part of PC Tots needed to have difficult conversations because of the tuition increase. Some would be forced to leave the community. She asked for the Council's support of the childcare proposal.

Katie Wright stated investing in early childhood education had a return on investment of \$13. When there was no early childhood education, more money would need to be spent. Childcare tuition prices had almost doubled in the last three years. She asked for the Council's support.

Amy Harris advocated for a budget allocation designated for childcare. She reviewed her story of being on a waitlist for childcare. Now their child was in PC Tots, but the tuition had increased. She could not afford to lose her job and now they were worried about what would happen if they expanded their family. It took a village to raise a child and she hoped for support.

Chris Mora Rubio thanked Council Member Gerber for advocating for childcare. He was a student in the community and while growing up, he experienced his peers losing their childhood to raise another child. He thought that was a lot of pressure on young teens. He thought they missed out on teenage activities. He hoped there was support for affordable childcare.

John Kenworthy thought childcare was a critical subject and there was a lot the City should do with regard to childcare. He thought the Homestake project lacked childcare amenities, such as a playground, adequate parking for visitors, and bus stops were not

1 close to the project. He wanted to see daycare offered at every affordable project. PC
2 Tots lost funding and he felt it was important to pay people a livable wage.

3
4 Michelle Yung indicated daycare was expensive. There were many competing priorities
5 for the City. Early childcare education proved to have many benefits later in life. She
6 asked the Council to consider helping with childcare funding.

7
8 Justin Bieber lived in Park City for seven years and he supported funding childcare in
9 the current budget and finding an ongoing funding source. He related his personal
10 experience regarding childcare. He felt it was important to support childcare programs.

11
12 Ryan Streams supported the Park City Cares About Kids Act. There were loans and
13 federal help for college, but not for daycare. Investing in this would be a smart
14 investment.

15
16 Moe Hickey, Executive Director of Voices for Children, stated childcare was a critical
17 issue. He thought funding this was an equitable issue. A policy discussion was needed
18 and he stated that to address the issue, funding was needed as well.

19
20 E Romero 84060 was a student and had young siblings. She felt she didn't get the
21 benefits of childcare that her siblings received. She wanted her siblings to keep getting
22 that education and asked for the Council's support.

23
24 Bob Jaccaud 84060 indicated childcare was not the only issue, but it was a major issue.
25 He asked if the community cared and he thought action was the answer. He saw friends
26 move away and he felt more people needed to be able to live in this great community.

27
28 Mary Leader, PC Tots Board Member, stated it was heartbreaking to hear the comments
29 from the parents. She advocated for childcare because it helped the community by
30 caring for the children of the community workforce. She hoped the community would
31 respond.

32
33 Jody Hart, 84060, stated she and her family lived here and in two decades, her children
34 would be the decision makers in the community. She hoped family planning would not
35 be dictated by childcare costs.

36
37 Courtney Morrison, 84060, supported the Council spending taxpayer dollars on early
38 childcare education.

39
40 John Phillips stated his children went to a program in Salt Lake City for \$100 per month
41 and it was amazing. He wanted to give the Council the opportunity to talk with the
42 childcare administrators for ideas.

1 Francie McNally 84060 supported childcare and senior care. They both needed funds to
2 meet their needs.

3
4 Mignonne Gonzales 84060 stated she supported childcare.

5
6 Eli Bourne supported the childcare act and reiterated the importance of the issue.

7
8 Joel Zarrow, 84060, stated it made sense to invest in childcare. It was the responsibility
9 of the parent, employer, and the City. Other mountain towns invested in childcare. He
10 asked to support the most vulnerable populations in the community.

11
12 Minam Garcia 84107 Holy Cross Ministries, stated it was hard to find childcare.

13
14 Megan McKenna 84060 stated the childcare crisis was connected to the housing crisis.
15 When the daycare at the school shut down, some teachers had to leave the workforce.
16 More than 85% of people had to commute to work and she supported childcare and
17 housing.

18
19 Karen Riley eComment: "I live in Summit County. I work in Park City proper full time
20 providing healthcare to our local community. My husband is self-employed and works
21 full-time in Park City providing civil engineering services locally. I am writing to tell our
22 family's story about childcare. We have two young boys who have been in full-time
23 childcare since they were 3 months old. We were incredibly fortunate to have secured
24 childcare spots at PC Tots and are so grateful that our children are thriving there As a
25 result, my husband and I are able to reliably get to work every weekday to help support
26 our young family and serve our local community. However, had we not had reliable,
27 affordable childcare, one of us would have been forced to leave the workforce over the
28 past 5 years. There are many families in our community who have not been as lucky as
29 us. Some families have had to make the difficult choice to have a parent leave the
30 workforce because they could not find reliable, affordable childcare. Imagine leaving the
31 workforce, with a budding career, for 5 years (age 0-5 until the child is eligible for
32 kindergarten) and then trying to return back to your career to pick up where you left
33 off...? Please understand how important childcare is in our community. There is a
34 massive funding cliff that is coming and it is going to be very painful for our local families
35 and our community as a whole. I understand that this concept is revolutionary here in
36 Utah, but the change needs to happen somewhere."

37
38 Kara Cook eComment: "I was born and raised in Park City. I am lucky enough to live in
39 affordable housing in downtown Park City with my husband and our 2 daughters. I am a
40 teacher at a local elementary school and cannot emphasize enough the importance of
41 early childhood education. I know you have all the data showing the intense need we
42 have in our community for affordable early education options and the positive impact
43 that it has academically for children. Something that cannot be put in those numbers is
44 the social skills that children gain from participating in early childhood education. I feel

1 like my own children missed out on some of that learning as my husband stayed home
2 with them due to the high cost of daycare. One of the reasons I have stayed in Park City
3 is because of the amazing community we have. It is a place where people truly care
4 about one another and come together and to help each other. I hope we can come
5 together as a community to show we care about our local families and support
6 education for our children. Education should not be a luxury item, I urge you to support
7 the Early Education plan.”

8
9 Mayor Worel closed the public input portion of the meeting.

10
11 **V. CONSIDERATION OF MINUTES**

12
13 **1. Consideration to Approve the City Council Meeting Minutes from March 23 and**
14 **April 4, 2023:**

15
16 Council Member Gerber moved to approve the City Council meeting minutes from
17 March 23 and April 4, 2023. Council Member Doilney seconded the motion.

18 **RESULT: APPROVED**

19 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly

20
21 **VI. CONSENT AGENDA**

22
23 **1. Request to Authorize the 1154 Park Avenue Owners' Request for Park City**
24 **Municipal to Execute a Quit Claim Deed for 910 Square Feet at 1154 Park Avenue:**

25
26 **2. Request to Approve a Contract with Shape Architecture Studio LLC, for**
27 **Architectural Design and Project Application Services for the 516 Marsac Avenue**
28 **Construction Project, Not to Exceed \$137,650, in a Form Approved by the City**
29 **Attorney's Office:**

30
31 **3. Request to Authorize the City Manager to Enter into a Design Professional**
32 **Service Provider Agreement with Kimley-Horn, for Design and Permitting**
33 **Services Associated with Rail Trail amenities and initial permitting for the SR-248**
34 **overpass, Not to Exceed \$287,731.00, as Approved in Form by the City Attorney:**

35
36 **4. Request to Authorize a Professional Service Provider Agreement with Jesus**
37 **Rea Landscaping and Snow Removal for Mechanical (Hand Pulling) Abatement of**
38 **Invasive Species, Not to Exceed \$175,000, in a Form Approved by the City**
39 **Attorney:**

40
41 Council Member Gerber moved to approve the Consent Agenda. Council Member
42 Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, and Toly

NAY: Council Member Rubell

VII. OLD BUSINESS

1. Consideration to Approve Ordinance No. 2023-16, Amending Land Management Code Sections 15-2.5-2 Historic Recreation Commercial Uses, 15-2.6-2 Historic Commercial Business Uses, 15-2.13-2 Residential Development Uses, 15-2.14-2 Residential Development Medium Uses, 15- 2.16-2 Recreation Commercial Uses, 15-2.17-2 Recreation Commercial Overlay Uses, 15-2.18-2 General Commercial Uses, and 15-15-1 Definitions, and Repealing Section 15-4-23 Dwelling Unit, Fractional Use:

Rebecca Ward, Assistant Planning Director, presented this item and stated the regulations placed in the fall were being repealed as a result of state legislation. She also reviewed two HOAs were petitioning to amend the Land Management Code (LMC) to prohibit nightly rentals in their subdivisions. The Chatham Crossing and The West Ridge subdivisions went to Council on February 16th and it was continued to tonight. They still wanted to prohibit nightly rentals and this request was supported in the General Plan. There was precedent for this amendment because other HOAs had prohibited nightly rentals through code amendments. Ward noted HOAs could prohibit fractional use through their CCRs.

Mayor Worel opened the public hearing.

Ann Saylor, HOA Board for Chatham Hills Crossing, stated the code amendment was important to the residents in order to maintain a peaceful environment in their neighborhood.

Mayor Worel closed the public hearing.

Council Member Dickey supported the application, but going forward, he thought picking certain neighborhoods for these amendments would open the City up for scrutiny. He suggested the Council focus on the impacts of nightly rentals through policy. Council Member Toly stated the code amendments pushed nightly rentals into neighborhoods that didn't have HOAs.

Council Member Gerber asked what the state thought of these code amendments. She didn't know the correct way to do it, but Council was being responsive to the residents. Council Member Dickey noted there were many areas identical to West Ridge where the City didn't stop nightly rentals.

Council Member Rubell supported the application and to be consistent, the Council should look at the policy and decide if the City should manage nightly rentals through code amendments or if it should look at other ways to manage the impacts. With regard to the fractional use state law, he noted there were earlier conversations about how to regulate transient use in homes and asked if that topic could return. Ward stated the transient uses included private residence clubs and time shares. With the new legislation, those uses were in the code and there were no proposed changes to the standing regulations. There was no evaluation of nightly rentals, but they could do that. Council Member Rubell asked if there could be a discussion on impacts to residential neighborhoods, without regard to who owned the units. He asked for a discussion on what impacted neighborhoods and then they could decide on the best mechanisms for mitigating those impacts.

Council Member Doilney moved to approve Ordinance No. 2023-16, amending Land Management Code Sections 15-2.5-2 Historic Recreation Commercial Uses, 15-2.6-2 Historic Commercial Business Uses, 15-2.13-2 Residential Development Uses, 15-2.14-2 Residential Development Medium Uses, 15- 2.16-2 Recreation Commercial Uses, 15-2.17-2 Recreation Commercial Overlay Uses, 15-2.18-2 General Commercial Uses, and 15-15-1 Definitions, and repealing Section 15-4-23 Dwelling Unit, Fractional Use. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

2. Discuss a Request from the Kimball Art Center (KAC) for a Five-Year Special Event License/City Service Agreement for the Park City Kimball Art Festival (KAF):

Jenny Diersen, Special Events Manager, and Aldy Milliken, KAC Executive Director, presented this item. Milliken stated KAC took over Arts Fest in 2021 and implemented Locals Night, which was a great benefit to the community. They also had local vendors. The revenue from the event was put into local programs.

Hillary Gilson, KAC Board Member, indicated the proposed contract terms would help the City achieve their sustainability, transportation, and social equity goals. The KAC wanted to align with the City's social equity goals and they incorporated recruiting local vendors, funding emerging artists, incorporating Spanish translation, ensuring low admission cost, and expanding locals night to all Main Street employees. To address sustainability and transportation, KAC would promote walkability, take on the costs of hosting a bike valet, and track recycling and composting data. They requested a \$180,000 City service fee waiver. Diersen stated staff spent five years adjusting the service agreement. They looked to the future as they designed the agreement and tried to predict things that might occur.

Council Member Rubell reviewed the City would waive up to \$180,000 in fees based on actual costs. Diersen confirmed the actual number would be reported post festival. Council Member Rubell noted the economic impact to the City for the festival was estimated to be approximately \$100,000, to which Diersen affirmed. Council Member Rubell asked if there was a mechanism to distinguish City attendees versus County attendees for locals night and suggested having the County support the County attendees. Gilson stated Summit County gave KAC a \$15,000 RAP Tax grant and they gave KAC another grant for expenses incurred throughout the year. She noted KAC would absorb the revenue loss for locals night and for the Main Street employees. Council Member Rubell asked about the nonprofit support for this event. Matt Dias stated he would look into that and get back to Council with the information. Council Member Rubell stated the City gave \$3 million in nonprofit support and \$2 million was for arts and culture. He noted that only represented four or five organizations. That showed this was important to the City.

Council Member Toly asked why attendance was half of what it was. Gilson stated KAC switched from selling a weekend pass to selling daily tickets. It was assumed people were coming 1.5 times during the festival weekend. Daily ticket reporting was more accurate now, but they didn't have historical data to know how many times a person came to the festival.

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

Council Member Doilney indicated Council supported arts and culture. He noted Arts Fest was always subsidized by the City. He felt arts and culture needed support and he favored this new contract. The Council supported the changes in the contract, including the \$180,000 City service fee waiver.

3. Consideration to Approve Ordinance No. 2023-03, an Ordinance Approving a Zoning Map Amendment to Rezone a Six Acre Pod from Recreation and Open Space (ROS) to Estate (E) from a Portion of PCA-S-79-C (Bransford Property, also Known as the Logan Parcel), Park City, Utah, Subject to Subdivision Plat Approval by the City Council of Park City Prior to April 27, 2025:

Alex Ananth, Senior Planner, stated the applicant requested a zone change in Empire Pass. The zone change would allow two three-acre pods and two residences. She indicated this was unusual to rezone Recreation Open Space (ROS) land, but it was not unusual to rezone annexed property into the City to higher density zones.

Jeffery Kuhn shared prepared answers from the questions that Council had raised at the previous discussion of this item. It was asked why Bransford didn't sign the Flagstaff Development Agreement, and the answer was they were not provided notices, data on estimated development costs, etc. It was asked how long the Trump Ski run lease was for and it was indicated it was perpetual. There was a question about the conservation

1 easement. Kuhn stated it was all available for a conservation easement with notes for
2 bike easements, private driveways, and other issues. They had many conversations
3 with Utah Open Lands. There was a question on rezoning, to which it was indicated the
4 rezone was not uncommon before a plat approval. He also discussed additional
5 questions raised during the previous discussion.

6
7 Mayor Worel opened the public hearing.

8
9 Adam Winegar 84016, attorney for Extel Development with interests on Flagstaff, stated
10 this was a legislative decision. He asked if the Council was comfortable with past
11 precedent, and noted he didn't think so. He asked if the Council would approve zoning
12 for process without proof of access. He asked if it looked like special treatment. He
13 asked that if approved, the ordinance be recorded with the County Recorder.

14
15 Mayor Worel closed the public hearing.

16
17 Council Member Dickey supported the two lots but asserted rezoning before the plat
18 approval created risk. The risk was acknowledged in the conditions. This wasn't the
19 right time to write a condition. The goal was to create predictability.

20
21 Council Member Rubell stated the options were to rezone or rezone with a plat. Ananth
22 stated there was a rezone application online. She would have to look up the other.
23 Council Member Rubell asked if it would be good to allow rezone requests without plats
24 in the future. Ananth needed time to think that through. Council Member Rubell asked if
25 the conditions would be recorded against the property, to which Ananth affirmed.

26
27 Council Member Gerber wanted predictability in the process and for future owners. This
28 was two lots in the middle of the mountain, but the City needed predictability. Council
29 Member Doilney supported the Planning Commission's recommendation to approve the
30 rezone.

31
32 Mark Harrington, Senior City Attorney, explained the biggest difference in rezoning
33 versus rezoning with a plat was that one was legislative, where the rezone of the land
34 use maps of the City and the property was then subject to the zoning rules of the new
35 zone. The subdivision was an administrative act and occurred when someone proposed
36 a plan consistent with the rules where any other applicable conditions of approval from
37 the annexation, master planned development (MPD), or some intermediate step was a
38 blend of the two. Staff was comfortable saying it was not uncommon to do it this way
39 because it was done in bigger projects.

40
41 Council Member Doilney moved to approve Ordinance No. 2023-03, an ordinance
42 approving a zoning map amendment to rezone a six-acre pod from Recreation and
43 Open Space (ROS) to Estate (E) from a portion of PCA-S-79-C (Bransford Property,
44 also known as the Logan Parcel), Park City, Utah, subject to subdivision plat approval

by the City Council of Park City prior to April 27, 2025. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Rubell, and Toly

NAY: Council Member Dickey

Council Member Rubell asked for a more detailed conversation on other applications coming in. Council Member Toly didn't want to put more on staff if it didn't come back again. The Council did not support having a more detailed conversation.

VIII. NEW BUSINESS

1. Consideration to Approve Resolution 05-2023, a Resolution Adopting the Neighborhoods First - Streets Program for Park City, Utah:

John Robertson, City Engineer, stated there was a lot of success with the Neighborhoods First – Streets Program during the past year. He stated education and enforcement were necessary for traffic calming. Narrowing streets, traffic circles, crosswalks, and speed feedback signs were other helpful measures. He indicated the challenge was to apply traffic calming measures and to be proactive. The program would include small projects such as striping or other measures less than \$10,000, pilot projects where effectiveness could be tested, and complex projects, which would be more than \$10,000.

Robertson reviewed proactive measures which included having a dedicated website with traffic calming solutions, having a portal for residents to submit and track their requests or applications, collaborating with the Community Engagement Team to promote the program to residents, including residents and a Summit County employee representative, requesting funding for small projects, surveying neighborhoods to gain feedback, and issuing an annual progress report.

Council Member Gerber asked what would happen if a neighborhood did not want a traffic calming feature, to which Robertson stated that would be a good opportunity for a pilot project since it was temporary. Council Member Rubell asked why there should be a Summit County representative since City priorities might conflict with County priorities. Robertson stated the pros outweighed the cons and gave examples of having the representative share what worked for them. Council Member Rubell wanted to be careful with that, especially since the program was already successful as-is. He wanted staff to be transparent about priorities.

Council Member Doilney thought having more people involved would be better than less. He supported moving forward. Council Member Toly asked how this would work in areas where there was heavy construction. Robertson stated they took construction into

1 consideration as they evaluated areas. Council Member Dickey stated he had also
2 questioned having a County representative, but was satisfied with the answers.

3
4 Mayor Worel opened the item for public input.

5
6 Sean Parker, 84060, asked for signs with data recorders.

7
8 Mike Owens, PC Fire District, stated the program was wonderful and the residents were
9 happy with the efforts made.

10
11 Mayor Worel closed the public input.

12
13 Council Member Dickey moved to approve Resolution 05-2023, a resolution adopting
14 the Neighborhoods First - Streets Program for Park City, Utah. Council Member Rubell
15 seconded the motion.

16 **RESULT: APPROVED**

17 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly

18
19 **2. Consideration to Approve the City Sponsorship of the 2023 Proposed Special**
20 **Events at McPolin Farm which will Enable the Final Staff Approval of the Special**
21 **Events:**

22 Paige Galvin, McPolin Farm Manager, reviewed during the past year there were staffing
23 and board member changes. They celebrated the 100-year anniversary of the McPolin
24 Barn, installed bike racks and addressed safety concerns. This year they hoped to
25 increase the attendance of the barn tours, control pests, and replace the shed doors.
26 She noted parking was a challenge. No new events were proposed, but there were six
27 returning events: Full Moon Snowshoe, Your Barn Door is Open, three barn tours, and
28 the Scarecrow Festival.

29
30 Mayor Worel opened the public input. No comments were given. Mayor Worel closed
31 the public input.

32
33 Council Member Dickey knew private events had been requested and there was a
34 request to create a policy regarding private events. Galvin stated there were many
35 requests, but the capacity limit was 70 and most groups needed a larger space than
36 that. Council Member Dickey asked Galvin to think about a policy allowing some
37 additional events. Diersen indicated any request would come back to Council for
38 approval. Currently, private events were not allowed. Council Member Dickey asked to
39 consider some private events. Council Member Toly was not in favor. Council Member
40 Gerber supported another summer event that the City controlled, but she did not favor
41 private events. Council Member Rubell stated the barn seemed underutilized.

Council Member Gerber moved to approve the City sponsorship of the 2023 proposed special events at McPolin Farm which will enable the final staff approval of the special events. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

Mayor Worel summarized there was no support to change the barn policy.

3. Consideration to Approve Ordinance No. 2023-17, an Ordinance Amending Land Management Code Section 15-6-8 Unit Equivalents Regarding Support Commercial and Residential and Resort Accessory Uses for Master Planned Developments and Sections 15-2.17-2 Uses for the Recreation and Open Space Zoning District, 15-2.18-2 Uses for the General Commercial Zoning District, and 15-2.19-2 Uses for the Light Industrial Zoning District to Clarify Resort Support Commercial is Allowed when Approved as part of a Master Planned Development:

Rebecca Ward, Assistant Planning Director, presented this item and stated the amendments defined some accessory uses. These would be density bonuses to incentivize uses for large projects. The bonuses were added to the code to provide services for those already on site.

Ward indicated the proposed support commercial accessory uses would limit signage to interior spaces, limit marketing to existing primary uses on site, remove meeting space allowance, limit the use to hotels with one owner, capture affordable housing obligations for employees generated, have a maximum square footage cap of five percent or 5,000 square feet total, and prohibit conventional chain businesses. The proposed residential accessory uses included a limit to functional spaces, adding childcare facilities, and adding enclosed bike storage that exceeds the code requirements. The proposed resort accessory uses included a requirement that the Planning Commission approve a maximum square footage, it would count toward the affordable housing obligations and traffic evaluation, the removal of uses required for business operations, and the allowance for employee and daycare facilities with long-term restrictions. The amendments would also update the use tables for consistency reasons.

Council Member Toly asked if the Planning Commission discussed the type of childcare facility in the proposal, to which Ward stated it would be for visitors and the community. Council Member Gerber stated the childcare facility wouldn't count toward density and was a bonus. She asked if there was outreach for these amendments and noted she wanted to be consistent in the use of childcare/daycare. Ward stated they worked with developments in town and some projects stated the uses worked well in the beginning, but they weren't sustainable. It was helpful in the long-term for the uses to be evaluated up front.

Council Member Dickey asked for clarity on the single owner hotel language. Ward stated there were some multifamily units that could be converted to nightly rentals over time, so the Planning Commission defined the amendment that hotels under one owner would be allowed to serve guests on site. The uses would still be allowed for residential developments, but it would count toward the density in those cases. Council Member Dickey asked why the distinction mattered. Ward indicated there were some requests such as spas and recreation facilities that were challenging because they could open to the public over time. She clarified the amendments would limit uses in residential developments and would open it for single owner hotels. Council Member Dickey asked if the impacts were different based on the ownership structure of a hotel, to which Ward affirmed.

Council Member Rubell asked why the City cared about the ownership distinction. Ward stated the amendment was trying to put a cap on the total square footage and limit the support commercial to guests only. Council Member Dickey thought the guests would not know if a hotel was owned by a single owner or multiple owners.

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

Council Member Gerber didn't know what the unintended consequences would be from the passage of these amendments. She favored continuing this item. Council Member Rubell agreed and asked for an explanation as to why there needed to be a distinction. Council Member Doilney supported continuing the item. Ward stated this didn't limit what a project could do, but limited the bonus. Park City's bonuses were very generous. They reached out to other cities to compare bonuses. The code was crafted as a result of what the Planning Commission had been discussing for the past few years. Council Member Dickey stated it wasn't the right distinction and asked the Planning Commission to look to see how to determine that distinction.

Council Member Dickey moved to continue Ordinance No. 2023-17, an ordinance amending Land Management Code Section 15-6-8 Unit Equivalents Regarding Support Commercial and Residential and Resort Accessory Uses for Master Planned Developments and Sections 15-2.17-2 Uses for the Recreation and Open Space Zoning District, 15-2.18-2 Uses for the General Commercial Zoning District, and 15-2.19-2 Uses for the Light Industrial Zoning District to clarify resort support commercial is allowed when approved as part of a master planned development to June 12, 2023. Council Member Rubell seconded the motion.

RESULT: CONTINUED TO JUNE 12, 2023

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

4. Consideration to Approve Ordinance No. 2023-18, an Ordinance Amending Land Management Code Section 15-3-9 Bicycle Parking Requirements:

Rebecca Ward, Assistant Planning Director, and Hannah Pack, Transportation Planner, presented this item. Pack stated the big reason people didn't ride bikes was due to a lack of bike parking. She reviewed a program to install bike racks at any business that requested one. They were looking for places to locate bike corrals and were looking at underutilized vehicle parking locations for bike parking. Ward stated the Planning Commission supported looking at bike parking at transit stops.

Ward noted the amendments would update the standards for outdoor bicycle parking and establish a new standard for enclosed bike storage facilities for multi-unit dwellings with 10 or more units. The requirement for enclosed bike parking was one per three units. They would also allow a fee-in-lieu for bike rack requirements when there were zero setbacks.

Mayor Worel asked if the fee-in-lieu had a specific dollar amount, to which Ward indicated it would be included in the fee schedule. Council Member Toly asked if there was enough bike parking at public buildings. Pack stated she always favored more bike parking. Council Member Rubell asked if the City would charge for e-bike charging outlets. Pack stated she was open to having that conversation along with charging for electric vehicle charging.

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

Sean Parker asked if the City owned the e-bikes for rent around town, to which Mayor Worel stated they were not owned by the City.

Council Member Gerber moved to approve Ordinance No. 2023-18, an ordinance amending Land Management Code Section 15-3-9 Bicycle Parking Requirements. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

5. Consideration to Approve Ordinance No. 2023-19, an Ordinance Amending Land Management Code Chapter 15-2.21 Sensitive Land Overlay Zone Regulations and Section 15-15-1 Definitions:

Rebecca Ward, Assistant Planning Director, indicated the proposed amendments would update ridgelines, expand vantage points, establish a sensitive land overlay evaluation for a trails master plan, and update required steep slope materials.

Council Member Gerber asked if the evaluation would be for ridgelines and not across the valley, to which Ward affirmed.

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

Council Member Rubell moved to approve Ordinance No. 2023-19, an ordinance amending Land Management Code Chapter 15-2.21 Sensitive Land Overlay Zone Regulations and Section 15-15-1 Definitions. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

6. Consideration to Authorize the City Manager to Execute a Construction Agreement in a Form Approved by the City Attorney's Office with Staker & Parson Companies DBA Parsons Materials & Construction for the Upper Main Street Improvements Project Not to Exceed \$1,168,796.00:

Gabe Shields, Transportation Engineer, presented this item and stated the design was completed and staff met with residents in the area to resolve concerns. He anticipated the construction starting in June.

Council Member Rubell asked if Main Street would be reduced to one lane during construction and traffic would alternate, to which Shields affirmed and he noted the trolley would remain in operation. Council Member Rubell suggested signage to avoid safety issues.

Mayor Worel opened the public hearing.

Sean Parker wanted to discuss the justification of the project. He reviewed the history of the area and project. He indicated there was speeding in the area and because of a comment from a constituent, it was taken as fact. The sidewalks would be bigger and the additional concrete was not environmentally friendly. He wanted the City to keep their projects in the carbon friendly goal and asked that the City not do the project.

Keith Aaron stated he agreed with Parker. He didn't support the plan submitted. He submitted a plan that had none of the impacts as the proposed plan. He stated he didn't get contacted by the Engineering Department. He lived adjacent to Main Street and he could see the traffic but only three of the nine adjacent owners had spoken with staff. He showed an alternative plan for this project.

Mayor Worel closed the public hearing.

Council Member Gerber appreciated hearing different perspectives. She indicated that although these residents hadn't heard about it, the City was very far along on this project.

Council Member Rubell asked if the team assessed impacts from the project. Shields stated lighting was not part of the project, but conduits would be put in for future lighting. There was currently one streetlight at the location. Council Member Rubell asked if there were car headlight changes, to which Shields stated the headlights would point on a garage at one point.

Council Member Dickey moved to authorize the City Manager to execute a construction agreement in a form approved by the City Attorney's Office with Staker & Parson Companies dba Parsons Materials & Construction for the Upper Main Street Improvements Project not to exceed \$1,168,796.00. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

Council Member Gerber asked that the commenters be involved in future phases.

7. Consideration to Authorize the City Manager to Execute the following: a Construction Agreement with Beck Construction & Excavation, Inc. in a Form Approved by the City Attorney, Not to Exceed \$1,980,562 to Construct the Site Improvements; a Construction Agreement with Dimensional Innovations in a Form Approved by the City Attorney, Not to Exceed \$274,228 to Fabricate and Install Bus Shelters; and a Design Professional Services Agreement with WCG in a Form Approved by the City Attorney, Not to Exceed \$112,244 to Provide Construction Management:

Gabe Shields, Transportation Engineer, presented this item and reviewed the history of the project. The design was finalized in late fall. There were two sources of federal money and some County money that the City received for the project. The procurement would include the shelter, the site improvements and the construction management.

Mayor Worel asked if the column at the shelter had a screen for route information. Shields affirmed and explained the purpose of all the screens on the column and within the shelter.

Mayor Worel opened the public input. No comments were given. Mayor Worel closed the public input.

Council Member Rubell moved to authorize the City Manager to execute the following: a construction agreement with Beck Construction & Excavation, Inc. in a form approved by the City Attorney, not to exceed \$1,980,562 to construct the site improvements; a construction agreement with Dimensional Innovations in a form approved by the City Attorney, not to exceed \$274,228 to fabricate and install bus shelters; and a design professional services agreement with WCG in a form approved by the City Attorney, not

1 to exceed \$112,244 to provide construction management. Council Member Doilney
2 seconded the motion.

3 **RESULT: APPROVED**

4 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly

5
6 **8. Consideration to Authorize the City Manager to Execute a Professional**
7 **Services Agreement, in a Form Approved by the City Attorney with HNTB**
8 **Corporation Not to Exceed \$1,066,200.94 for the Program Management Services**
9 **of Transit Site Improvements:**

10 Gabe Shields, Transportation Engineer, presented this item and clarified transportation
11 programs ran for a long time. Bus stops were ongoing and complicated and having a
12 third party manage them would be beneficial. There were 150 bus stops in the City. The
13 program was modeled after the Utah Transit Authority (UTA) program. It would provide
14 strategic alignment, and improvements could be ongoing in an efficient manner. This
15 contract would include public outreach, surveys, procurement, construction
16 management and the assurance of FTA compliance.

17
18 Council Member Gerber stated it seemed like a great plan. She heard the stops needed
19 garbage cans and asked if that could be included. Shields stated there would be many
20 simple stops that would be matched with ridership, but many stops would include
21 additional amenities. Mayor Worel asked if snow removal would be included. Shields
22 stated that was up to Public Works, but the stop would be designed to include a space
23 for snow storage.

24
25 Mayor Worel opened the public input. No comments were given. Mayor Worel closed
26 the public input.

27
28 Council Member Dickey moved to authorize the City Manager to execute a professional
29 services agreement, in a form approved by the City Attorney with HNTB Corporation not
30 to exceed \$1,066,200.94 for the program management services of transit site
31 improvements. Council Member Gerber seconded the motion.

32 **RESULT: APPROVED**

33 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly

34
35 **9. Consideration to Approve Ordinance No. 2023-20, an Ordinance Approving the**
36 **2460 Iron Mountain Drive Plat Amendment, Located at 2460 Iron Mountain Drive,**
37 **Summit County, Park City, Utah:**

38 Lillian Zollinger, Planner, stated all the lots in the subdivision had a 4,000 square foot
39 building pad. This lot didn't have that building pad and the amendment would correct
40 that.
41

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

Council Member Doilney moved to approve Ordinance No. 2023-20, an ordinance approving the 2460 Iron Mountain Drive Plat Amendment, located at 2460 Iron Mountain Drive, Summit County, Park City, Utah. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

10. Consideration to Approve Ordinance No. 2023-21, an Ordinance Approving the 2426 Iron Canyon Drive Plat Amendment, Located at 2426 Iron Canyon Drive, Summit County, Park City, Utah:

Jack Neidermeyer, Planner, stated the plat amendment would reduce the building pad from 4,000 square feet to 3,998 square feet to accommodate a deck expansion. This would resolve the nonconformity.

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

Council Member Dickey moved to approve Ordinance No. 2023-21, an ordinance approving the 2426 Iron Canyon Drive Plat Amendment, located at 2426 Iron Canyon Drive, Summit County, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

11. Consideration to Approve Ordinance 2023-22, an Ordinance Approving the Kings Crown Condominiums, Second Amended Combining Units B302 & B401, Located at 1271 Lowell Avenue, Park City, Utah:

Rebecca Ward, Assistant Planning Director, presented this item and stated the amendment would combine the condo units, but it would not reduce the number of required affordable housing units. She noted one Planning Commissioner didn't agree with the proposal and another Commissioner wanted a report on the affordable housing obligation.

Ward reviewed the housing requirements for the development and noted the development exceeded the number of affordable units required. It was indicated the affordable units were deed restricted.

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

Council Member Gerber moved to approve Ordinance 2023-22, an ordinance approving the Kings Crown Condominiums, Second Amended combining Units B302 & B401, located at 1271 Lowell Avenue, Park City, Utah. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

12. Consideration to Sign the 20-year Appendix with Rocky Mountain Power for the Elektron Solar Project I:

Luke Cartin, Environmental Sustainability Manager, reviewed the history of the project and noted the deadline was missed. Because of this, the appendix was restated and would be signed this week. The project was expected to be completed by late fall.

Mayor Worel opened the public input. No comments were given. Mayor Worel closed the public input.

Council Member Gerber moved to approve the signing of the 20-year appendix with Rocky Mountain Power for the Elektron Solar Project I. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

IX. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: EPMOA (Formerly Flagstaff) Mining Structures Update & 2023 Preservation Plan
Author: Caitlyn Tubbs, Senior Planner
Department: Planning
Date: May 25, 2023
Type of Item: Advance Payment Request

Request

The Empire Pass Master Owners Association (EPMOA) requests the City Council consider approving an advance payment in the amount of \$120,000 for additional expenses for the 2022 Daly West Headframe restoration project, leaving a fund balance of \$58,753 for future preservation projects. See the detailed expense chart on page 4 of this report.

Acronyms

EPMOA	Empire Pass Master Owner Association
FSMMH	Friends of Ski Mountain Mining History
HDGP	Historic District Grant Program
HPB	Historic Preservation Board
HPP	Historic Preservation Plan
MOA	Memorandum of Agreement
OSTM	Open Space and Transit Management
PCMC	Park City Municipal Corporation

Background

This report provides the City Council with an update regarding the executed Memorandum of Agreement (MOA) between Park City Municipal Corporation (PCMC) and Empire Pass Master Owners Association (EPMOA) as amended March 6, 2020. Per the 2020 MOA, PCMC and EPMOA are required to contribute \$40,000 annually toward the preservation of the 21 historic resources identified in the 2001 Flagstaff (now known as Empire Pass) Development Agreement and confirmed in the 2019 SWCA update of the Historic Preservation Plan.

The Planning Team and representatives of the EPMOA coordinate each year to identify the historic resources scheduled for rehabilitation, reconstruction, or preservation. The EPMOA and the City share costs of the rehabilitation work as outlined in the approved Memorandum of Agreement. The City's \$40,000 annual contribution of funding does not come directly from the budget but instead is allocated from the Open Space and Transit Management (OSTM) Fee – fees collected by EPMOA at each real estate transaction. The City is entitled to a portion of these fees from EPMOA for the purpose of funding open space preservation and the public transit system.

The following serves as a summary of the ongoing Flagstaff/EPMOA historic resources

preservation:

Timeline	
June 24, 1999	City Council adopted Ordinance 99-30 (page 135) and Resolution No. 20-99 approving the Flagstaff annexation and Development Agreement.
August 2000	SWCA Environmental Consultants developed a Historic Preservation Plan for Flagstaff Mountain Resort, Summit County, Utah for UPK/DMB Associates, LLC.
September 12, 2000	HDR Engineering Inc. completed a Physical Mine Hazards Mitigation Plan.
July 16, 2001	Historic District Commission reviewed the Historic Preservation Plan and provided comments for Planning Commission consideration.
October 24, 2001	Planning Commission reviewed and approved Exhibit 6 Historic Preservation Plan (sometimes referred to as Technical Report #6) finding that the Plan inventoried the historic sites within the annexation area and established a treatment plan for these sites. The Staff Report included that “specific details for stabilization, rehabilitation, renovation, adaptive reuse, etc. of the historic sites will be further addressed as part of the Small Scale MPD review”.
December 2001	Planning Commission revised and approved Exhibit 6 Historic Preservation Plan prepared for Flagstaff Mountain Partners. It included: <ul style="list-style-type: none"> • Matrix identifying 22 mine sites and work recommendations • Physical Mine Hazards Mitigation Plan by HDR Engineering Inc.
March 2007	<p>The Development Agreement was amended and included 14 technical reports associated with the Empire Pass development area. The 2007 Amended Agreement, 14 Technical Reports, and the Land Management Code are the standards to which this area is reviewed.</p> <p>The Historic Preservation Plan was not discussed or amended as part of the amended Development Agreement. (On September 27, 2006, the Planning Commission forwarded a positive recommendation to City Council</p>

	regarding the amended Agreement during review of the UPCM/PCMR Annexation proposal).
October 2019	SWCA Environmental Consultants prepared the Historic Preservation Plan Update for Flagstaff Mountain Resort in Park City, Summit County, Utah . The document outlined 19 historic resources and proposed restoration work to be completed after finding 2 historic resources were located on property not owned by the EPMOA (2019 Historic Preservation Plan, pg i).
March 16, 2020	The Memorandum of Agreement between EPMOA and PCMC is executed.
April 15, 2021	City Council approves an advancement of 2020-2024 funding in the amount of \$120,000.00 to facilitate the rehabilitation of the Daly West Headframe (Staff Report, Minutes , pg. 7).
December 15, 2022	The Planning Team presented a bi-annual update to the City Council and discussed the completed Daly West Headframe and Fire Hydrant Shacks preservation project (Staff Report, Minutes , pg. 4).

Analysis

The Daly West Headframe was raised and relocated in 2022 following its 2015 collapse. EPMOA has indicated there are some loose ends that need to be finished including the sealing of the mine shaft as well as the permanent fencing around the shaft opening. These improvements are the responsibility of the EPMOA because they are safety improvements on privately-held property and are not directly related to the preservation or restoration of historic mining resources.



As demonstrated in EPMOA's submittal (Exhibit B), the expenditures from 2019-2022 projects surpassed the allocated 2019-2023 funding by \$181,247. This deficit has been paid by the EPMOA.

The February 2021 budget for the Daly West Headframe reconstruction totaled \$450,487 with projected Hard Costs (excavation, concrete, crane time, and steelwork) at \$349,000 and Soft Costs (engineering, permits, project management) of \$61,487.

Additionally, the project included a \$40,000 contingency. Due to the ongoing effect of the COVID-19 pandemic materials and labor became scarce and costs significantly increased. Additional time was also required of the crane servicer due to the wet weather conditions and frequent lightning strikes which necessitated another 5 days of crane service. Total costs for steel, concrete and earthwork came in at \$473,640 with an additional \$88,239 charged for crane services.

To cover the outstanding expenditures from the 2019-2022 projects, the EPMOA has requested PCMC consider approving an advance of three years' worth of funding, totaling \$120,000. This would entail utilizing allocated funds from Fiscal Years 2025, 2026, and 2027 and would leave three more years of an obligation of \$40,000 per year. The City would not be asked to provide this amount of money from the current budget but instead would forego \$120,000 of OSTM Fee funds to which PCMC is entitled through the MOA. In combination with the \$120,000 paid by the EPMOA these funds would total \$240,000, which would pay off the Daly West Headframe balance and leave \$58,753 available for the proposed 2023 Preservation Projects.

The EPMOA has consulted with the City and FSMMH to catalog the remaining preservation projects outlined in the 2019 Historic Preservation Plan and has proposed the following as the Preservation Projects for 2023:

- 1) Daly West Headframe Loose Ends (fencing, grading, hydro-seed) - \$10,000
- 2) Ontario Mine Water Tank Engineering Studies - \$6,000
- 3) Interpretive Signage - \$5,000

	Daly-West Headframe Rehabilitation	City Funds	EPMOA Funds
2022 Shortfall	(\$181,247)		
New Funds		\$120,000	\$120,000
Future Project Balance	\$58,753		
2023 Request	\$21,000 (Daly West, Ontario, Signs)		
Fund Balance for Future	\$37,753		
Total Request	Advance Funding Allocation of 2025-2027 Reinvestment Fee Remittance \$120,000		

The Ontario Water Tanks are not located within the EPMOA boundary but were included in the prior Historic Preservation Plan and the original Flagstaff Annexation Area. Per the 2020 MOU the water tanks are eligible for OSTM funding because they were included in the Annexation Area and within the Empire Canyon Watershed. The EPMOA has proposed conducting a study of the Ontario Water Tanks to determine their current structural integrity and to outline future preservation needs for the structures.



Figure 24 – Water Tank D.



Figure 25 – Water Tank E.

If the City Council approves the \$120,000 to cover the surpassed budget for work completed to date, approximately \$37,000 will be left for preservation projects until 2028 when additional funding is available. The Planning Team believes the costs of the Daly West Headframe “loose ends” are the sole responsibility of the EPMOA because they are safety improvements on privately-held property and are not directly related to the preservation or restoration of historic mining resources. Planning recommends if the City Council approves the requested funding advance that PCMC stipulate \$10,000 be reserved for further preservation projects, not the Daly West “loose ends.”

If Council considers approving the \$6,000 for the Ontario Water Tank Engineering Studies, staff recommends the following conditions :

- 1) The study shall take place at the soonest opportunity the site of the Ontario Water Tanks is accessible. At the latest the professional conducting the study must assess the structures prior to December 31, 2023.
- 2) The study document shall outline any structural concerns or hazards as well as a preservation plan to rehabilitate the Ontario Water Tanks.
- 3) The study document shall be completed prior to PCMC staff meeting with the EPMOA in Spring 2024.

If Council considers approving the \$5,000 for interpretive signage, staff recommends the following conditions:

- 1) A survey and count of required interpretive signage will be conducted by EPMOA prior to December 31, 2023. This survey and count will be provided to PCMC to maintain a record of the remaining sites in need of signage per the Historic Preservation Plan.
- 2) The signage that has been manufactured by the date of this City Council meeting (May 25, 2023) shall be installed at their respective sites prior to December 31, 2023.
- 3) If funding is left over from the \$5,000 allocated for signage that funding will be utilized for other preservation efforts outlined in the 2019 Historic Preservation

Plan

The 2022-2023 winter season has brought an unprecedented amount of snow to Park City and the Planning Team is concerned the additional snow load may have impacted the historic mining structures. The Planning Team will continue to work closely with EPMOA to survey the historic mining sites once the snow has receded and will return to the City Council at a future date with additional information regarding the condition of the mining structures. An inspection of each of the sites is necessary to identify any remaining work (e.g. revegetation, interpretive signage installation, etc.) as well as larger structural rehabilitation or stabilization efforts before funding is budgeted for specific projects.

Exhibits

Exhibit A: Memorandum of Agreement

Exhibit B: EPMOA Submittal Materials

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the 16 day of March, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah*, as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Judge Mining & Smelting Building.

(a) Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows: To EPMOA's segregated Historic Preservation Fund, ("Fund") from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars (\$40,000.00) each, plus the amount of Twenty Thousand Dollars (\$20,000.00) each from Lot 2 Empire Pass North LLC and Sommet Blanc Residences 1 LLC for a total of One Hundred Twenty Thousand Dollars (\$120,000.00), (collectively the "Developer Contribution") .

(b) City Approval of Open Space/Transit Management Fee Disbursement to Historic Preservation Fund. In consideration of the Association entering into this Agreement, City agrees to forego on a one time basis, One Hundred Twenty Thousand Dollars (\$120,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") proceeds which would otherwise be subject release to the City from transactions according to Section 7.15 of the Declaration. OSTM Fee proceeds forgone by City shall be added to EPMOA's segregated Historic Preservation Fund with Developer Contribution collected by EPMOA per Subsection 3(a) above. The Fund shall be first be used for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building.

(c) The funds in Subsection 3(a) and 3(b) shall be utilized to fund repairs to the Judge M&S building in accordance with the provisions of Section 5 below. Any remaining funds shall be retained for other priorities identified consistent with this agreement and authorized by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. Each year, the Association agrees to meet with the City's staff ("Staff"), at a minimum, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

- (ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;
- (iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);
- (iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;
- (v) Assessment of remaining funds and identification of funding strategies for the next year's budget;
- (vi) Review and update of projects and Sites;
- (vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Planning Director;
- (viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;
- (ix) Selection of projects for upcoming construction season;
- (x) Communication and coordination, as necessary, with the Park City Historical Society and/or Friends of Ski Mountain Mining History ("FSMMH"); and
- (xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season. If the Parties cannot agree, the matter shall be referred to the City Manager and the Association president. If the Parties still disagree on the upcoming year's Scope of Work, the Parties shall submit the matter to the City Council and Association Board who shall appoint authorized members to conduct mediation. The most recently approved prioritization list shall continue to govern the Fund expenditures until such time as a new scope of work is approved.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (e.g., lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Eighty Thousand Dollars (\$80,000.00) ("Maintenance Fund"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Forty Thousand Dollars (\$40,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") income owed to the City each year from transactions according to Section 7.15 of the Declaration. (This forgone OSTM Fee income is in addition to OSTM Fee income forgone per Section 3(b) above.). OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) On an annual basis for the ten (10) years commencing 2030, the annual contribution to the Maintenance Fund shall be adjusted as set forth below. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement. Unless otherwise agreed, the Association and City annual contribution shall be reduced to \$30,000.00 (\$15,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this twenty (20) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following

year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed twenty (20) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001) ("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts: Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

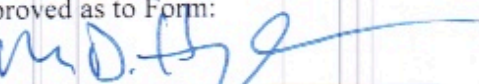
Park City Municipal Corporation, a Utah
municipal corporation and body politic

By: 
Mayor

Attest:

By: 
City Recorder 

Approved as to Form:

By: 
City Attorney's Office

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION,
INC., a Utah non- profit corporation

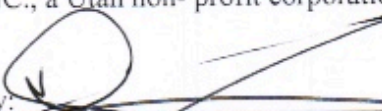
By: 
Douglas Ogilvy, Pres.



EXHIBIT "A"

SITES-

a) *Judge Mining & Smelting Company Office*. This structure is owned by a third party that has granted EPMOA a license to permit Maintenance and stabilization efforts. Any Maintenance and stabilization efforts must be within the parameters permitted by the third party owner. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts. The Parties agree that the Association's Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Headframe*. Deer Valley Resort is under contract to acquire the site in accordance with Exhibit B. Subject to further agreements, access and a license to re-stabilize or otherwise restore the head-frame are anticipated, and the Parties hereby agree the Fund may be considered for such work..

c) *Daly West Mine Fire Hydrant Shacks*. The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

d) *Little Bell Mine Ore Bin*. The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

e) *Interpretive Signs*. The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfillment of interpretive signage obligation in the Historic Preservation Plan.

Exhibit B

Exhibit B to Memorandum of Agreement

Participation by Deer Valley Resort Company ("DVRC")

DVRC has entered into a Purchase and Sale Agreement with Jordanelle Special Service District ("JSSD"), wherein JSSD agreed to sell and DVRC agreed to purchase the parcel of property commonly referred to as the "Daly West Site". The Daly West Site contains approximately 0.18 acres of real property. The Daly West headframe structure ("Headframe"), previously used for mining activities, is situated on the Daly West Site. The Headframe was severely damaged when the mine below it collapsed in 2015, and has not been restored or repaired following that collapse.

In an effort to save the Headframe from being sold or removed from the area by any potential third parties, DVRC has agreed to purchase the Daly West Site and the Headframe with the understanding and agreement of Park City Municipal Corporation ("PCMC") that DVRC will convey and/or grant historic preservation easement to the Headframe to PCMC, PCHS or other entity of their choice. DVRC will have no affirmative responsibility (financial, operational or otherwise) for restoration of the Headframe, or unless otherwise agreed, have any responsibility for maintenance of the Headframe following any repair and restoration. The easement or other agreement is anticipated to address the possible donation, access, location and timing of any restoration and/or relocation of the Headframe, and any temporary storage shall not interfere with DVRC use of the property.

DVRC is fully supportive of efforts to restore the Headframe, and will grant reasonable access to the Daly West Site to third parties engaged in the restoration, repair and maintenance of the Headframe, provided that such parties have and provide proof of adequate insurance to protect DVRC from all liability arising in connection with such work, and provide assurances acceptable to DVRC that no mechanics liens or other encumbrances may attached to the Daly West Site in connection with such work.

Empire Pass
2023 Historical Preservation Plan

03.14.2023

Available Funds – 2019-2023

• EPMOA Payment for Little Bell	\$ 65,034	
• Developer Contributions for Judge	120,000	
• PCMC Contribution for Judge	120,000	
• EPMOA Annual Funding 2020-24	200,000	
• PCMC Annual Funding 2020-24	<u>200,000</u>	
Funds Available through 2023		\$705,034

Expenditures - 2019-2022

• Little Bell (Reimburse FSMMH) - <u>complete</u>	\$ 65,034	
• Judge Mining & Smelting Office - <u>complete</u>		\$140,997
• Daly Hydrant Shacks - <u>complete</u>	\$ 37,181	
• Daly West Headframe - <u>minor work remaining</u>		
• Engineering	\$ 41,905	
• Permits & Project Mgmt	26,263	
• Signage	13,023	
• Steel & Concrete Construction	473,640	
• Crane Time	<u>88,239</u>	
		\$643,069
Total Expenditures 2019-22		<u>\$886,281</u>

Funding shortfall floated by EPMOA	\$181,247
---	------------------

Judge Mining & Smelting Building (2020)

- Framing repairs completed 3/6/20
- Structural engineer sign-off 3/9/20
- Hazardous trees removed June 2020
- Metal doors installed and window opening secured
- Roofing repairs completed and final payment to contractor September 2020



- Project completed for \$99,000 less than initial budget.
- Judge Mining & Smelting - roof prior to repairs



Judge Mining & Smelting - completed roof repairs

Daly Headframe & Hoist Equipment (2021-23)

- Daly Headframe collapsed in 2015 due to insufficient repairs and maintenance to the shaft.
- The site was subsequently stabilized with an air vent installed for inspections and air flow to the mine below.
- In 2020 Deer Valley acquired the site and headframe from JSSD.
- Headframe was substantially reconstructed in 2021 with the most heavily damaged steel replaced.
- Headframe was erected in 2022 with steel plates added for climb resistance.
- Hoist building was fenced to reduce risk of vandalism.
-

Project Costs

Having completed design engineering, in February 2021, EPMOA presented a budget to City Council for resurrecting the Daly Headframe:

• Soft Costs (Engineering, permits, project management)	\$ 61,487
• Hard Costs (Excavation, concrete, crane time, steelwork)	\$349,000
• Contingency	<u>40,000</u>
	\$450,487

2021 budget did not include interpretive signage or site fencing to protect the historical structures and the general public. The hard cost budget was a rough number prepared by Rise Construction in September 2020, understanding that work would be contracted and proceed on a time and materials basis. FOSMMH and Deer Valley originally anticipated that the head frame would be fenced off from the public. After discussion, FOSMMH and Deer Valley agreed that covering the lower sections of the tower with steel plate to impede climbing was a better solution allowing the public to ski/hike right under the head frame. The additional scope for this was not included in budget.

Steel and Concrete

Rise contract dated 7/21 provided for ironworker's time at \$75/hr and laborer's time at \$55/hr without mark-up. (More typical contracts include ~15% mark-up for contractor's overhead and profit.). Equipment rentals and third party costs were reimbursed at cost + 10%. Invoices #1 - #3 through 9/10/21 were billed at contract rates. Invoice #4 (9/14 - 11/1/21) dropped the ironworker rate to \$65/hr and Invoice #5 further dropped the ironworker rate to \$55/hr when costs were coming in well over budget. In closing out the contract, Rise agreed to a further 5% reduction on Invoice #5.

When Rise prepared their initial budget in 2020, they anticipated subcontracting the excavation and concrete work for the new foundation. By summer 2021, contractors in Park City were all

working at maximum capacity. The original concrete contractor backed out when their crew was hit by COVID. Alternate contractors were not available on short notice so Rise self performed this work.

In June 2022, prior to mobilizing for the lift, the crane contractor requested the installation of multiple heavy duty lift points on the head frame. Installing these lift points required \$10,000 of additional steel, plus crane time and several days labor fabricating on site.

EPMOA worked closely with FSMMH to coordinate the “big lift” with a fund raising event at the Montage. In the days leading up to the lift, Park City was hit by wave after wave of rain and lightning. Construction efficiency dropped significantly with frequent lightning holds and the project incurred overtime premiums of \$4,620 as contractor endeavored to stay on schedule with FSMMH fundraiser.

Total costs for steel, concrete and earthwork are \$473,640. Initial budget was \$322,500 (including contingency).

Crane Time

The initial budget included \$66,500 for crane time. Crane costs in 2021 were \$17,006 for manouevering the headframe into a position to perform on site repairs. In 2022, crane costs were an additional \$86,233 for erecting the headframe. Wet conditions made mobilization difficult and frequent lightning delays extended crane time to 5 days for the large crane and 6 days for the smaller crane. Wagstaff Cranes reduced their final bill by \$15,000 bringing total crane costs to \$88,239 or 33% over initial estimate.

Interpretive Signage

Signage costs to date total \$13,023. This was not included in 2021 budget. Signs have been supplied, but not yet installed.

Soft Costs

Project soft costs totaled \$68,168

2023 Cost to Complete

- Installation of interpretive signage.
- Installation of 40 lf of fence around shaft opening,
- Fine tune grading and hydro-seed.
- **Remaining costs <\$10,000**





2015 Aerial photo showing extent of mine shaft collapse

Daly West Fire Hydrant Shacks



Figure 39. Overview of Daly-West Mine Fire Hydrant Shack No. 1, facing north.



Figure 40. Overview of Daly-West Mine Fire Hydrant Shacks No. 2 (foreground) and No. 3 (background), facing west.



Figure 41. Interior of Daly-West Mine Fire Hydrant Shack No. 2, facing west. Note damaged wood on wall.



Figure 42. Detached roofing on Daly-West Mine Fire Hydrant Shack No. 2, facing east.

Shacks structurally braced, re-roofed and repositioned adjacent Headframe. Minor additional work done subsequent to this photo.



Ontario Mine Water Tank



Figure 24 – Water Tank D.

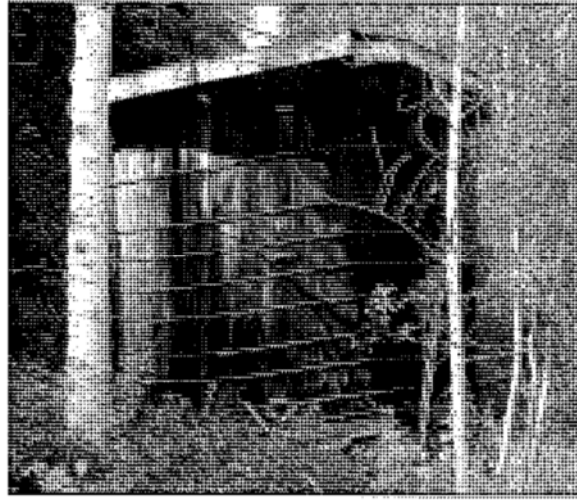


Figure 25 – Water Tank E.

The Ontario Water Tanks were not included in the recommended repairs in Exhibit 6 to the 2001 Historical Preservation Plan, and thus not included in the SWCA 2019 Historic Preservation Plan update. PCMC and FSMMH have identified the two remaining water tanks as structures of interest. EPMOA recommends working with FSMMH in 2023 to develop a plan for remediation in 2024.

Budget 2023

- \$6,0000 (engineering studies)

Interpretive Signage

After installation of the signage around the Daly Headframe complex, there are a few sites that may still require interpretive signage. Existing signage needs field review.

- Ontario Mine
- Anchor/Daly/Judge Drain Tunnel
- Diamond - Nemrod Mine
- White Pine Mine

Budget 2023

- \$5,000 (signage)

Revegetation

The 2019 Historical Preservation Plan references revegetation at several mine waste dumps. As noted in Exhibit 5 (Open Space Management Plan) from the Flagstaff DA Technical Reports, *“Deer Valley has management authority and responsibility for all ROS and POS lands within the Plan Area.”* The Ontario #3 site also requires additional revegetation which is the responsibility of Park City Municipal Corporation, the owner of the property. Any additional revegetation is not an historical preservation task and is not the responsibility of EPMOA.

2023 Budget Shortfall

2022 Funding Shortfall	\$181,247
Daly Headframe Loose Ends	10,000
Water Tank Remediation Studies	6,000
Interpretive Signage	<u>5,000</u>
	\$202,000
PCMC Funding 2025-27	\$120,000
EPMOA Funding 2025-27	<u>120,000</u>
	\$240,000

EPMOA recommends that PCMC advance funding for years 2025 - 2027 from Q4-2022 Reinvestment Fee remittance and EPMOA will match. The requested funding is greater than the expected expenditures, leaving funding available to start remediation on the Water Tanks should EPMOA and the City so choose.

		Type	Date	Num	Name	Memo														
400 - REVENUES																				
	4056 - Historic Preservation																			
		General Journal	12/31/2019	572	Storied	To reclass Storied Historic preservation contribution to revenue	40,000.00													
		General Journal	12/31/2019	579	Park City Municipal Corp	To reclass Q4 Reinvestment fees payable to PCMC. They agreed to contribute to Historic Preservation Fund	102,925.00													
		General Journal	03/31/2020	591	Redus, B2 East, Lot 2	To reclass Historic preservation funds to offset expenses	80,000.00													
		General Journal	03/31/2020	579	Park City Municipal Corp	To reclass portion Q1 Reinvestment fees payable to PCMC. To meet \$120K initial contribution per Agreement	17,075.00													
		General Journal	05/15/2020	579	Park City Municipal Corp	To reclass portion Q1 Reinvestment fees payable to PCMC. To meet 2020 \$40K Annual contribution	40,000.00													
	Total 4056 - Historic Preservation						280,000.00													
				12/31/2019	Empire Pass MOA	MOA 2019 contribution = Funding Little Bell	65,034.00													
					Empire Pass MOA	2020 Contribution	40,000.00													
					Empire Pass MOA	2021 Contribution	40,000.00													
			4/15/21		PCMC	2021 Contribution	40,000.00													
					Empire Pass MOA	2022 Contribution	40,000.00													
					PCMC	2022 Contribution	40,000.00													
Total REVENUES							545,034.00													
		Type	Date	Num	Name	Memo														
7050 - Historic Preservation																				
2019		Bill	11/25/2019	112519	Park City Museum	To reimburse Historical Society for Little Bell Stabilization & Preservation	65,034.00													
							65,034.00	Sub-Total Little Bell												
		Bill	10/02/2019	628	Ingenium Design LLC	50% Structural engineering & retrofit drawings for stabilization of Judge Mine Roof Structure	3,650.00													
		Bill	11/04/2019	641	Ingenium Design LLC	51-100% Structural engineering & retrofit drawings for stabilization of Judge Mine Roof Structure	3,650.00													
		Bill	12/24/2019	5736	Black Dog Builders Inc	Deposit - Judge Mine & Smelting office roof stabilization	32,068.00													
2020		Bill	01/31/2020	5785	Black Dog Builders Inc	Judge Mine & Smelting office roof stabilization	18,350.64													
		Bill	02/14/2020	5795	Black Dog Builders Inc	Judge Mine & Smelting office roof stabilization	20,994.42													
		Bill	02/28/2020	5813	Black Dog Builders Inc	Judge Mine & Smelting office roof stabilization	28,268.20													
		Bill	03/12/2020	5824	Black Dog Builders Inc	Judge Mine & Smelting office roof stabilization	20,013.19													
		Bill	03/27/2020	5844	Black Dog Builders Inc	Judge Mine & Smelting office roof stabilization	7,700.24													
		Bill	07/02/2020	070220	High Mountain Tree Care LLC	Remove Fir over building- Judge Mine Building	1,000.00													
		Bill	09/10/2020	6082	Black Dog Builders Inc	Judge Mine & Smelting office roof stabilization: Deposit less final invoices and retention	5,302.36													
							140,997.05	Sub-Total Judge Mine	Soft	Soft										
		Bill	06/26/2020	1200160-01	Applied Geotechnical Engineering	Daly West Headframe, near Montage Hotel- Geotechnical Consultation	1,956.25			1,956.25										
		Bill	06/30/2020	12612	Alliance Engineering, Inc.	Topography survey- Daly Headframe at DV Empire Chairlift	2,000.00			2,000.00										
		Bill	07/23/2020	1200160-02	Applied Geotechnical Engineering	Daly West Headframe, near Montage Hotel- Geotechnical Consultation	212.50			212.50										
		Bill	08/03/2020	20.02-1	McMullin Engineering PLLC	Daly Headframe project- 40% completion of project-field work, structural evaluation	12,800.00			12,800.00										
		Bill	08/10/2020	12684	Alliance Engineering, Inc.	Headframe survey- Daly Headframe at DV Empire Chairlift	725.00			725.00										
		Bill	08/14/2020	081420-2457	Wells Fargo Business Card Visa	Park City finance- Daly Headframe- license	210.00				210.00									
		Bill	08/14/2020	081420-2457	Wells Fargo Business Card Visa	Park City finance- Daly Headframe- Address postcards	243.00				243.00									
		Bill	08/31/2020	20.02-2	McMullin Engineering PLLC	Daly Headframe project- 40%- 80% completion of project-field work, structural evaluation	12,800.00			12,800.00										
		Bill	11/13/2020	12853	Alliance Engineering, Inc.	Headframe survey- Daly Headframe Consultants through 09.03.20. Site plan update & Mitigation Plan	540.00			540.00										
2021		Check	03/31/2021	6139	Park City Municipal Corp	Daly Headframe Building Permit. TEMP20-1249. 9101.5 Marsac Avenue	5,810.00			5,810.00										
		Bill	07/17/2021	1	Rise Steel Construction	Labor to setup and start retrofitting tower	62,797.50				62,797.50									
		Bill	08/02/2021	13220	Alliance Engineering, Inc.	Headframe survey- Daly Headframe Consultants through 07.17.21	715.00			715.00										
		Bill	08/20/2021	2	Rise Steel Construction	To set up project and start retro fitting tower	56,582.43				56,582.43									
		Bill	08/23/2021	1119	Clachan Development	Daly Headframe project management through July	6,000.00			6,000.00										
		Bill	09/14/2021	3	Rise Steel Construction	To set up project and start retro fitting tower	74,313.00				74,313.00									
		Bill	09/23/2021	12000160-03	AGEC Applied GeoTech	Daly Headframe - Engineering	2,258.75			2,258.75										
		Bill	09/29/2021	20.02-3	McMullin Engineering PLLC	Daly Headframe project- 40%- 80% completion of project-field work, structural evaluation	4,800.00			4,800.00										
		Bill	10/06/2021	1125	Clachan Development	Daly Headframe project management through September	4,000.00			4,000.00										
		Bill	10/18/2021	1200160-04	AGEC Applied GeoTech	Daly Headframe - Compact and concrete testing, cilinder pick up	797.50			797.50										
		Bill	11/19/2021	4	Rise Steel Construction	Progress Billing	112,906.69				112,906.69									
		Bill	01/01/2022	13332	Alliance Engineering, Inc.	Headframe survey- Daly Headframe Consultants through 08.11.21	700.00			700.00										
		Bill	07/08/2022	183032.1	Wagstaff Crane & Rigging LLC	07/05/22 Crane work	14,155.00				14,155.00									
		Bill	07/11/2022	183032.2	Wagstaff Crane & Rigging LLC	6/28 - 6/30 Crane work	46,822.50				46,822.50									
		Bill	07/11/2022	183448.1	Wagstaff Crane & Rigging LLC	7/7 - 7/8 Crane work	10,757.50				10,757.50									
		Bill	07/19/2022	20.02-4	McMullin Engineering PLLC	Daly Headframe project- 95-100% completion of project-field work, structural evaluation	1,600.00			1,600.00										
		Bill	08/11/2022	1205	Treasure Mountain Deisgn	Daly West Signage	318.75													
		Bill	08/15/2022	183032.3	Wagstaff Crane & Rigging LLC	7/1 - 7/5 Crane work	14,497.50				14,497.50									
		Bill	08/20/2022	5	Rise Steel Contruction	Labor to erect tower, adding pick points, intall items after erecting and back fill foundation	180,703.61				180,703.61									
		Bill	09/26/2022	1173	JMC Excavation Inc.	Daly Headframe excavation assistance	3,343.00				3,343.00									
		Credit	10/07/2022	183032C	Wagstaff Crane & Rigging LLC	210 ton credit	(15,000.00)				(15,000.00)									
		Bill	11/03/2022	INV-2051	Interpretive Graphics	Signage	12,703.54													
		Bill	11/17/2022	1020	Clachan Development	Daly Headframe and Hydrant shacks Restoration Project Management	10,000.00			10,000.00										
							643,069.02	Sub-Total Daly Headframe	41,905.00	26,263	487303.23	74,575.50								
		Bill	10/11/2021	6841	Black Dog Builders Inc	Fire Sheds	7,320.84													
		Bill	10/21/2021	6873	Black Dog Builders Inc	Fire Sheds	4,995.29													
		Bill	11/03/2021	6989	Black Dog Builders Inc	Hydrant shack repairs	1,099.17													
		Bill	08/15/2022	7432	Black Dog Builders Inc	Deposit	8,787.00													
		Bill	08/31/2022	7453	Black Dog Builders Inc	21 Fire sheds progress billing	2,827.16													
		Bill	09/30/2022	7531	Black Dog Builders Inc	21 Fire sheds progress billing	10,522.51													
		Bill	10/31/2022	7548	Black Dog Builders Inc	21 Fire sheds Final billing	1,629.02													
							37,180.99	Sub-Total Fire Sheds												
							886,281.06	Total Expenses												
						Total 2019 - 2022 Revenue less Expenses	(341,247.06)													
						Add 2023 and 2024 MOA Contribution	\$ 80,000.00													
						Add 2023 and 2024 PCMC Contribution	\$ 80,000.00													
						Net Available Funds	\$ (181,247.06)													

Historic Preservation Expenses outside Scope of Agreement				
Bill	10/09/2019	100625	SWCA	Flagstaff Mountain Preservation Plan update
Bill	12/31/2019	101817	SWCA	Flagstaff Mountain Preservation Plan update Final Billing

5,206.95
6,763.05

Rise Steel Construction		Invoice	
2343 Adelaide Drive		# 1	
Riverton UT 84065		7/17/2021	
Benjamin Hampton		Cell: 801-889-6879 ben@risesteelconstruction.com	
Company:	EPMOA	Office:	
Job:	Daly Tower	Fax #:	
		Cell:	
Project Manager: Benjamin Hampton			
Item	DESCRIPTION		
	Labor to set up project and start work retrofitting the mining tower		
6/16/2021	2 workers, 16 total hours		\$1,200.00
6/17/2021	2 workers, 14 total hours		\$1,050.00
6/18/2021	2 workers, 15 total hours		\$1,125.00
6/21/2021	1 worker, 6 total hours		\$450.00
6/22/2021	1 worker, 5 total hours, 1 laborer, 5 total hour		\$650.00
6/23/2021	2 workers, 10 total hours; 1 laborer, 10 total hours		\$1,300.00
6/24/2021	2 workers, 9 total hours; 1 laborer, 10 total hours		\$1,225.00
6/25/2021	2 workers, 12 total hours		\$900.00
6/28/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
6/29/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
6/30/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/1/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/6/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/7/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/8/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/9/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/12/2021	4 workers, 40 total hours; 1 laborer, 10 total hours		\$3,550.00
7/13/2021	4 workers, 40 total hours; 1 laborer, 10 total hours		\$3,550.00
7/14/2021	3 workers, 25 total hours; 1 laborer, 10 total hours		\$2,425.00
7/15/2021	3 workers, 28 total hours; 1 laborer, 10 total hours		\$2,650.00
7/16/2021	2 workers, 20 total hours Overtime		\$2,250.00
	Fabication Order #1		\$17,300.00
	8) C12x20; 2) WT6x20; 2) C7x9.8; 2) C6x8.2; 2) C5x6.7; 4) 3x3x1/4"; 2x2.5x1/4"		
	4) 4x8x1/4" Sheets		
	Bracing Material (for craning) 8) HSS 4x4x3/8"; 8) 4x4x3/8"		
	4 Steel Horses		
	1 Bunk of Railroad ties and 2 bunks of 4x4 Dunnage		
	Woods Crane Service		
	Rolling tower and setting it on Dunnage		\$12,500.00
	Markup		\$1,250.00
	Sub-Total		\$69,775.00
	10% Retention		\$6,977.50
Total			\$62,797.50

Wagstaff Crane & Rigging LLC

4315 S Commerce Dr
SLC, UT 84107

Credit Memo

Date	Credit No.
10/7/2022	183032C

Customer
Rise Construction

P.O. No.	Project

Service Date	Description	Qty	Rate	Amount
	210 Ton Sales Tax	-1	15,000.00 7.45%	-15,000.00 0.00
			Total	-\$15,000.00
			Invoices	\$0.00
			Balance Credit	-\$15,000.00



Wagstaff Crane & Rigging LLC
4315 S Commerce Dr
SLC, UT 84107

Invoice

PAST DUE

Bill To
Rise Construction

Date	Invoice #
7/11/2022	183448.1
Terms	Due Date
Net 30	8/10/2022
Site Contact	

Job Address	P.O./ Job #	WO#
9100 Marsac Ave Park City Utah Park City		183448

Service Date	Description	Quantity	Rate	Amount
7/7/2022	Semi Truck	9.5	155.00	1,472.50
7/7/2022	210 Ton	9.5	425.00	4,037.50
7/7/2022	Crew Overtime	3	40.00	120.00
7/8/2022	210 Ton	3	425.00	1,275.00
7/8/2022	210 Ton: mob out	1	3,000.00	3,000.00
7/8/2022	Semi Truck	5.5	155.00	852.50
	Sales Tax		7.45%	0.00

All statements and invoices will be sent via email unless otherwise specified.
Please send checks to: 4315 South Commerce Drive, Murray, UT 84107-2629.
Past due accounts accrue interest of 1.5% per month. Should the account require additional collection efforts, all costs including legal fees will be charged to the customer. Returned checks carry \$35 collection fee.

Total	\$10,757.50
Payments/Credits	\$0.00
Balance Due	\$10,757.50

Phone #	E-mail	Web Site
801-277-3820	ar@wagstaffcrane.com	www.wagstaffcrane.com



Wagstaff Crane & Rigging LLC
4315 S Commerce Dr
SLC, UT 84107

Invoice

PAST DUE

Bill To
Rise Construction

Date	Invoice #
7/11/2022	183032.2
Terms	Due Date
Net 30	8/10/2022
Site Contact	

Job Address	P.O./ Job #	WO#
9100 Marsac Ave Park City Utah Park City		

Service Date	Description	Quantity	Rate	Amount
6/28/2022	Semi Truck	6	155.00	930.00
6/28/2022	Semi Truck	6	90.00	540.00
6/28/2022	Semi Truck	6	90.00	540.00
6/28/2022	Semi Truck	6	155.00	930.00
6/28/2022	550 Ton	6	700.00	4,200.00
6/28/2022	210 Ton	6	425.00	2,550.00
6/28/2022	550 Ton: mob in	1	7,000.00	7,000.00
6/28/2022	210 Ton: mob in	1	3,000.00	3,000.00
6/29/2022	210 Ton	9.5	425.00	4,037.50
6/29/2022	Semi Truck	9.5	90.00	855.00
6/29/2022	550 Ton	9.5	700.00	6,650.00
6/29/2022	Semi Truck	9.5	155.00	1,472.50
6/29/2022	Semi Truck	9.5	90.00	855.00
6/29/2022	Semi Truck	9.5	155.00	1,472.50
6/29/2022	Semi Truck	9.5	90.00	855.00
6/30/2022	Semi Truck	9	90.00	810.00
6/30/2022	550 Ton	9	700.00	6,300.00
6/30/2022	210 Ton	9	425.00	3,825.00
	Sales Tax		7.45%	0.00

All statements and invoices will be sent via email unless otherwise specified.
Please send checks to: 4315 South Commerce Drive, Murray, UT 84107-2629.
Past due accounts accrue interest of 1.5% per month. Should the account require additional collection efforts, all costs including legal fees will be charged to the customer. Returned checks carry \$35 collection fee.

Total	\$46,822.50
Payments/Credits	\$0.00
Balance Due	\$46,822.50

Phone #	E-mail	Web Site
801-277-3820	ar@wagstaffcrane.com	www.wagstaffcrane.com

Rise Steel Construction		Invoice	
2343 Adelaide Drive		# 5	UPDATED
Riverton UT 84065		10/13/2022	
Benjamin Hampton		Cell: 801-889-6879 ben@risesteelconstruction.com	
Company:	EPMOA	Office:	
Job:	Daly Tower	Fax #:	
		Cell:	
Project Manager: Benjamin Hampton			
Item	DESCRIPTION		
	Labor to Erect Tower, Adding Pick Points, Install items after erecting , Back fill foundation		
6/14/2022	1 worker, 3.5 total hours		\$192.50
6/20/2022	3 workers, 12 total hours		\$660.00
6/21/2022	3 workers, 30 total hours		\$1,650.00
6/22/2022	3 workers, 30 total hours		\$1,650.00
6/23/2022	3 workers, 30 total hours		\$1,650.00
6/24/2022	7 workers, 70 total OT hours		\$5,775.00
6/27/2022	6 workers, 53 total hours		\$2,915.00
6/28/2022	7 workers, 72 total hours (5 OT hours)		\$5,092.50
6/29/2022	9 workers, 117 total hours (25 OT hours)		\$9,667.50
6/30/2022	8 workers, 90 total hours (12 OT hours)		\$6,840.00
7/1/2022	8 workers, 56 total hours (56 OT hours)		\$4,620.00
7/5/2022	3 workers, 30 total hours		\$1,650.00
7/6/2022	4 workers, 36.5 total hours		\$2,007.50
7/7/2022	3 workers, 30 total hours		\$1,650.00
7/11/2022	4 workers, 35 total hours		\$1,925.00
7/12/2022	4 workers, 40 total hours		\$2,200.00
7/13/2022	3 workers, 30 total hours		\$1,650.00
7/14/2022	3 workers, 30 total hours		\$1,650.00
7/15/2022	1 worker, 5 total OT hours		\$412.50
7/18/2022	3 workers, 30 total hours		\$1,650.00
7/19/2022	2 workers, 20 total hours		\$1,100.00
7/20/2022	3 workers, 25 total hours		\$1,375.00
7/21/2022	3 workers, 24 total hours		\$1,320.00
7/27/2022	1 worker, 3 total hours		\$165.00
7/29/2022	3 workers, 15 total OT hours		\$1,237.50
8/2/2022	3 workers, 12 total hours		\$660.00
8/3/2022	3 workers, 30 total hours		\$1,650.00
8/4/2022	3 workers, 30 total hours		\$1,650.00
8/5/2022	3 workers, 30 total OT hours		\$2,475.00
8/8/2022	5 workers, 50 total hours		\$2,750.00
8/9/2022	1 worker, 12 total hours		\$660.00
	Equipment Rental		\$27,207.65
	Steel for tower repairs and plate to protect tower		\$13,919.00
	Fencing Materials		\$2,260.00
	2021 Totals		
	Retention #1-#4		\$34,066.69
	Concrete		\$18,046.50
	Excavation		\$14,653.77
Total			\$180,703.61

Rise Steel Construction		Invoice	
2343 Adelaide Drive		# 4 UPDATED	
Riverton UT 84065		10/11/2022	
Benjamin Hampton		Cell: 801-889-6879 ben@risesteelconstruction.com	
Company:	EPMOA	Office:	
Job:	Daly Tower	Fax #:	
		Cell:	
Project Manager: Benjamin Hampton			
Item	DESCRIPTION		
	Labor to retrofit the Tower Steel		
9/13/2021	2 workers, 15 total hours		\$975.00
9/14/2021	3 workers, 30 total hours		\$1,950.00
9/15/2021	4 workers, 40 total hours		\$2,600.00
9/16/2021	3 workers, 30 total hours		\$1,950.00
9/17/2021	2 workers, 15 total OT hours		\$1,462.50
9/20/2021	3 workers, 25 total hours		\$1,625.00
9/21/2021	3 workers, 30 total hours		\$1,950.00
9/22/2021	3 workers, 30 total hours		\$1,950.00
9/23/2021	4 workers, 40 total hours		\$2,600.00
9/24/2021	4 workers, 32 total OT hours		\$3,120.00
9/27/2021	4 workers, 35 total hours		\$2,275.00
9/28/2021	4 workers, 40 total hours		\$2,600.00
9/29/2021	4 workers, 40 total hours		\$2,600.00
9/30/2021	2 workers, 22 total OT Hours		\$2,145.00
10/4/2021	3 workers, 30 total hours		\$1,950.00
10/5/2021	3 workers, 30 total hours		\$1,950.00
10/6/2021	3 workers, 30 total hours		\$1,950.00
10/7/2021	3 workers, 30 total hours		\$1,950.00
10/8/2021	3 workers, 30 total OT hours		\$2,925.00
10/11/2021	4 workers, 32 total hours		\$2,080.00
10/12/2021	2 workers, 20 total hours		\$1,300.00
10/13/2021	1 worker, 10 total hours		\$650.00
10/14/2021	1 worker, 10 total hours		\$650.00
11/1/2021	2 workers, 20 total hours		\$1,100.00
	Sub-total		\$46,307.50
	Woods Crane Service \$1,880.00 and \$1,080.00		\$2,960.00
	Equipment Share		\$37,670.20
	Material Purchases \$1,702.39; \$229.50; \$1,745.00		\$3,676.89
	Welding Supplies \$574.41; \$215.44; \$23.64; \$255.53; \$509.20; \$1,047.36; \$64.47		\$3,105.56
	\$153.42; \$262.09		
	Trufit- Bolts, TC Gun Etc		\$2,794.06
	Sub-Total		\$50,206.71
	Markup		\$5,020.67
	Fabrication Order #2		\$23,917.00
			\$125,451.88
	10% Retention this invoice		\$12,545.19
		Total	\$112,906.69

<div>Rise Steel Construction</div> <div>2343 Adelaide Drive</div> <div>Riverton UT 84065</div>		Invoice	
		# 3	
		9/14/2021	
Benjamin Hampton		Cell: 801-889-6879 ben@risesteelconstruction.com	
Company:	EPMOA	Office:	
Job:	Daly Tower	Fax #:	
		Cell:	
Project Manager: Benjamin Hampton			
Item	DESCRIPTION		
	Labor to retrofit the Tower Steel		
8/16/2021	3 workers, 30 total hours		\$2,250.00
8/17/2021	3 workers, 30 total hours; 1 laborer, 10 total hours		\$2,800.00
8/20/2021	3 workers, 30 total hours; 1 laborer, 10 total hours		\$2,800.00
8/23/2021	4 workers, 40 total hours		\$3,000.00
8/24/2021	4 workers, 40 total hours		\$3,000.00
8/25/2021	4 workers, 40 total hours		\$3,000.00
8/26/2021	4 workers, 37 total hours		\$2,775.00
8/30/2021	4 workers, 38 total hours		\$2,850.00
8/31/2021	3 workers, 30 total hours		\$2,250.00
9/1/2021	3 workers, 30 total hours		\$2,250.00
9/2/2021	3 workers, 30 total hours		\$2,250.00
9/3/2021	2 workers, 14 hours OT		\$1,575.00
9/7/2021	3 workers, 30 total hours		\$2,250.00
9/8/2021	3 workers, 30 total hours		\$2,250.00
9/9/2021	4 workers, 40 total hours		\$3,000.00
9/10/2021	3 workers, 30 total OT hours		\$3,375.00
	Excavation 50%		\$23,500.00
	Concrete 35%		\$17,395.00
			\$82,570.00
	10% Retention		\$8,257.00
		Total	\$74,313.00

Rise Steel Construction		Invoice	
2343 Adelaide Drive		# 2	
Riverton UT 84065		8/20/2021	
Benjamin Hampton		Cell: 801-889-6879 ben@risesteelconstruction.com	
Company:	EPMOA	Office:	
Job:	Daly Tower	Fax #:	
		Cell:	
Project Manager: Benjamin Hampton			
Item	DESCRIPTION		
	Labor to set up project and start work retrofitting the mining tower		
7/19/2021	3 workers, 30 total hours		\$2,250.00
7/20/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/21/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/22/2021	2 workers, 20 total hours		\$1,500.00
7/23/2021	3 workers, 30 total hours; 1 laborer, 10 total hours		\$2,800.00
7/26/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/27/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/28/2021	3 workers, 18 total hours		\$1,350.00
7/29/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
7/30/2021	3 workers, 28 total hours; 1 laborer, 10 total hours		\$2,650.00
8/2/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
8/3/2021	2 workers, 18 total hours; 1 laborer, 10 total hours		\$1,900.00
8/4/2021	2 workers, 20 total hours; 1 laborer, 10 total hours		\$2,050.00
8/5/2021	3 workers, 30 total hours; 1 laborer, 10 total hours		\$2,800.00
8/6/2021	3 workers, 28 total hours; 1 laborer, 10 total hours		\$2,650.00
8/9/2021	4 workers, 38 total hours; 1 laborer, 10 total hours		\$3,400.00
8/10/2021	4 workers, 38 total hours; 1 laborer, 10 total hours		\$3,400.00
8/11/2021	4 workers, 38 total hours; 1 laborer, 10 total hours		\$3,400.00
8/12/2021	4 workers, 38 total hours; 1 laborer, 10 total hours		\$3,400.00
8/13/2021	3 workers, 25 total hours; 1 laborer, 10 total hours		\$2,425.00
	Equipment Rental		
	Equipment Share Total		\$12,430.44
	Dumpster/Restroom		\$837.17
	Mark Up		\$1,326.76
			\$62,869.37
	10% Retention		\$6,286.94
		Total	\$56,582.43

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve a Five-Year Lease with Lucky Ones Coffee in a Form Approved by the City Attorney

(A) Public Input (B) Action

Suggested Action:

Attachments:

[2023 Library Cafe Coffee Shop Agreement Staff Report](#)

[Exhibit A: Library Cafe Coffee Shop Lease Agreement - Lucky Ones Draft](#)

[Exhibit B: Lucky Ones Proposal 2023](#)



City Council Staff Report

Subject: Property Lease Approval at Park City Library for Café - Coffee Shop – Lucky Ones
Author: Jenny Diersen
Department: Special Events
Date: May 25, 2023
Type of Item: Administrative

Summary Recommendation

Hold a public hearing and consider a request to approve a five-year lease with Lucky Ones Coffee in a form approved by the City Attorney (**Exhibit A**).

Background

The current [Library Café Coffee Shop Concessionaire Agreement](#) with Lucky Ones ends June 1, 2023. An important community goal within the 2015 PC Library remodel was to create a welcoming entry space to host a small café or food and beverage vendor. Importantly, the space does not include a full commercial kitchen, which presents logistical challenges for a potential operator compared to the amenities that might be included in a typical commercial space.

Because of some of these challenges, the previous concessionaire terminated their lease with PCMC in 2017. After two RFPs, on February 1, 2018 ([report](#) p. 115 / [minutes](#) p. 3), Lucky Ones was the only respondent and was awarded a three-year, rent-free lease based on alignment with the Critical Community Priority: Social Equity. The lease obligated the City to provide business mentoring and prioritize the social equity benefits of Lucky Ones.

On June 27, 2019 ([report](#) p. 196 / [minutes](#) p. 7), the City Council awarded a \$20,000 Economic Development grant for business expansion (a Lucky One's coffee trailer), based on a study and findings under [Section 10-8-2 of the Utah Code](#).

Due to pandemic uncertainty, the Lucky Ones lease was extended for two additional years, expiring June 1, 2023 ([report](#) p. 252 / [minutes](#) p. 11). When the lease was extended, we committed to a future RFP, as outlined on March 23, 2023 ([report](#) p. 30 / [minutes](#) p. 5).

On March 29, we released [the Library Café Coffee Shop Services RFP](#), which prioritized continued alignment with City Council goals and included an option for the City to purchase wholesale coffee beans for City Hall and Public Works. Outreach included the Park City Area Restaurant Association, the current tenant, and e-notifications from the City website. We received one response to the RFP, from Lucky Ones (**Exhibit B**).

Analysis

A selection committee of Special Events, Library, and Budget scored the proposal an

average of 4.275 out of 5. As a result, we recommend a 5-year lease with Lucky Ones to continue alignment with food and beverage concessions at the library and Council goals. Lucky One's deploys a unique business model to employ (by way of subsidized rent) neuro-diverse members of our community, a host of sustainability measures, and frequently collaborates with local non-profits. Importantly, the Library Team supports the new lease, as it does not interfere with current or future library programming and the additional community benefits achieved through the partnership.

Lucky One's proposed terms:

- Lease Period: Five Years (through June 2028);
- Rent Rate: No rent; fair market value estimated at \$41,650 annually;
- Wholesale Coffee Cost: Lucky Ones will offer PCMC wholesale coffee at \$14.50/pound through December 1, 2025.
- Capital Improvements: Lucky Ones requests \$15,000 to improve cabinets and countertops, replace patio furniture, update indoor furniture, and conduct a deep cleaning.

City Analysis Regarding Proposed Terms:

- Rental Rate: (see rent analysis below) Continue rent-free;
- Wholesale Coffee: Currently, the City purchases Hugo's wholesale coffee from Lucky Ones for Marsac and Public Works. The option of having Lucky Ones provide coffee at no cost to the City in exchange for free rent was discussed. Lucky Ones indicated this would be detrimental to their ability to continue expanding programs and developing employees. The price of coffee/pound that they are offering is lower or on par with other local roasters.
- Capital Improvements: Arguably, the City would provide new library furniture (indoor and outdoor) regardless of whether or not a vendor leases the space. We recommend approving these upgrades as they are within the current capital budget. If awarded the contract, Lucky Ones will close for two weeks this spring to make the upgrades before reopening in June.

Rent Analysis

Rent in Park City increased significantly over the past six years—anywhere from 30-60% depending on the area of town. Specifically, rents on Main Street in some places went up 50%. For example, what was once \$30-\$45/SF, is now \$65/SF for retail level, and \$45/SF for the upper and lower level. In Prospector, first-floor office rents are around \$22-24/SF, and second-floor office space rents are around \$19-22/SF. We estimate the market rent at the library at \$35/SF +/- \$5. Please refer to the chart below.

Estimated Fair Market Value for Library Café Coffee Shop Space				
Space	Rental Rate \$/SF	Square Feet - Exclusive Use	Estimated Monthly Rent	Estimated Annual Rent - FY24
Exclusive Café	\$35	285	\$831	\$9,975
*Non Exclusive	\$35	1,350	\$1,969	\$23,625
*Restroom Facilities	\$35	460	\$671	\$8,050
		2,095	\$3,471	\$41,650
<i>*Non Exclusive Rental Rate was calculated at 50% of Exclusive rental rate.</i>				

5 Year Annual Rent Based on FMV with 2% Inflation			Proposed Rental Rate
Year	2% inflation	FMV estimate	
FY 24	0	\$41,650	\$0
FY 25	\$833.00	\$42,483.00	\$0
FY 26	\$849.66	\$43,332.66	\$0
FY 27	\$866.65	\$44,199.31	\$0
FY 28	\$883.99	\$45,083.30	\$0
Totals	\$3,433.30	\$216,748.27	\$0

Analysis

The City's experience with food service providers in City facilities is mixed. Multiple concessioners/vendors have partnered with the City over the past few decades, including at the Racquet Club, Ice Rink, PC MARC, Bob Wells Plaza, and City Park. Most failed to find a sustainable business model due to a lack of steady business. More specifically to, the Library, the initial coffee concessionaire, did not achieve profitability and consequently reduced its services to reduce losses. They ultimately terminated the lease. That lease relied upon a percentage of monthly gross sales.

When the current vendor (Lucky Ones) was procured in 2018, lease terms were drafted to support the sustainability of the business and continuity of service delivery. Council agreed that a market rate lease or percentage of profits would not provide consistent and predictable services to library patrons and visitors.

Public Benefit

Utah Code section 10-8-2 requires municipalities to appropriate funds for "corporate purposes only." Utah Code §10-8-2(1)(a)(i). Those purposes are, in the judgment of the municipal legislative body, any purpose that "provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city." Utah Code § 10-8-2(3). Although this section does not explicitly state that a municipality must receive consideration for any disposition of real property—such as a lease—it

permits municipalities to sell or lease property only “for the benefit of the municipality . . . if the action is in the public interest and complies with other law.” Utah Code §10-8-(1)(a)(iii).

Generally, courts have interpreted the statute to require property disposition to be “in good faith and for adequate consideration” because “public property is held in trust for the public.” *Price Dev. Co., L.P. v. Orem City*, 2000 UT 26 (citation cleaned up). “Adequate consideration” means the municipality “must show that there is a clear present benefit that reflects . . . fair market value” for whatever is given by the municipality. *Id.* Before approving a below-market lease to a non-profit entity, the legislative body is required to hold a public hearing.

In this case, as outlined above, the City will receive numerous intangible benefits through the tenure of the lease. Benefits of the below fair market value lease include alignment with community values in that individuals with various neuro-diverse abilities can live a normal life. This includes creating job security and full participation in life at the same level as non-disabled individuals. Specifically, the lease allows further integration and participation for those with neuro-diverse abilities in our neighborhoods, workplaces, and community center (the Park City Library). The lease is necessary to accomplish the City’s goals of furthering job creation and preserving jobs for underserved populations while supporting a relatively new non-profit organization.

We recommend a new 5-year lease to continue supporting the Library, complimentary community values, and the continuity of existing service delivery, including:

1. The tenant area is purpose-built, surplus property and is not needed to deliver the current or future anticipated library program for the lease term;
2. In the judgment of the municipal legislative body, this lease provides for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of the municipality;
3. The municipality has considered intangible benefits received by the municipality in determining the value received. This includes the value of providing jobs to local neuro-diverse community members;
4. The lease of property is necessary and appropriate to accomplish the goals and objectives of the PC Library and City by supporting the community and furthering the Council’s goals of social equity and economic diversification. The lease allows for job creation; and
5. Lucky Ones is a unique business that blends retail, community gathering, and social equity opportunities. The lease will provide services consistent with the City’s Economic Development Plan to expand a local business and align with community moral well-being goals. Statistics show that 80% of individuals with neuro-diverse are unemployed. Lucky Ones employs 25 individuals with differing abilities. Having a training program where employees can learn real-life job skills is enormously unique and locally focused business model and community benefit. Lucky Ones celebrate diversity and foster inclusion through its mission to create employment and social opportunities for individuals with different abilities.

Funding

Any fees that would be collected for rental go to the General Fund.

Exhibits

- A Draft Concessionaire Agreement – Lucky Ones Coffee
- B Lucky Ones Proposal



**Exhibit A: DRAFT - COFFEE SHOP/CAFE LEASE AGREEMENT
PARK CITY LIBRARY**

This Agreement is made and entered into as of this ____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter the "City"), and **LUCKY ONE'S COFFEE LLC**, a Utah limited liability company, (hereinafter "Concessionaire").

WITNESSETH:

WHEREAS, the City owns a building known as the Park City Library located at 1255 Park Avenue, Park City, UT 84060, (hereinafter "Library"), which is open and available to the residents and visitors of Park City for public use; and

WHEREAS, the City desires to have at the Library food and beverage refreshments available to the users of the Library and members of the community; and

WHEREAS, Concessionaire desires to sell food and beverage refreshments at the Library; and

WHEREAS, Concessionaire agrees to conduct said food and beverage refreshment business in a professional manner pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the covenants and agreements of the respective parties herein contained, the parties hereto do hereby agree as follows:

1. **Description of Concession.** During the term of the lease (hereinafter the "Lease Agreement"), the Concessionaire will be granted the right at the Library, in the location described below, to operate a food and beverage concession business, serving food and beverages to patrons of said Library and members of the community. Food preparation shall be done off site. The menu and pricing is subject to review and approval by the Library Director.

- (a) Concessionaire is permitted to be open during private Santy rentals.
- (b) Any lessee of 3rd floor/ Santy auditorium is allowed to preclude outside food and beverage on the third floor at their discretion during their rentals.
- (c) Concessionaire shall not offer fresh or bagged popcorn.

(d) Concessionaire is permitted to be open during private rentals of non-exclusive areas described in Section 2 herein during typical Library hours (M-Th: 9:00 a.m.-8:00 p.m.; Fri-Sat: 9:00 a.m.-5:00 p.m.; Sun: 1:00 p.m.-5:00 p.m.). The Library Director may restrict operation during private rentals of non-exclusive use areas when the Library is typically closed.

(e) Concessionaire hours shall be 8:00 a.m. to 3:00 p.m. Monday to Sunday. Any modifications to this schedule will need to be approved in writing by the Library Director.

(f) Failure to open, failure to open on time, or early closure (more than 15 minutes later than or earlier than approved hours in subsection (e) above) will result in a Fifty Dollar (\$50.00) fine for each occurrence.

(g) The Concessionaire will secure the building before and after Library hours, including setting and turning off the alarm system. A Twenty-Five Dollar (\$25.00) fine may be assessed if the Concessionaire sets off the building alarm., or if the Failure to Open on time causes the alarm to be set off. This fine will be assessed when the Special Event Manager is notified of an occurrence by Library staff.

2. **Property.** The property hereby leased is the main floor coffee shop/café space, located at the Library, 1255 Park Avenue, Park City, Utah, (the “Premises”), including exclusive use of the coffee shop (285 square feet), and non-exclusive use of decks (1,350 square feet) and restrooms (460 square feet), as further described in **Exhibit “A”** attached hereto and made a part hereof.

3. **Term.** The term of this Lease Agreement shall run for five years beginning June 1, 2023, through June 30, 2028. Each party reserves the right to request renegotiation of any section(s) of this Lease Agreement, provided sixty (60) days written notice is provided to the other party. The Concessionaire shall coordinate with the Special Event Manager to give the City a progress update every six (6) months.

4. **Rent.** The rent will be \$0.

(a) **Security Deposit.** Before occupying the Premises, the Concessionaire must make a damage deposit of One Thousand Dollars (\$1,000.00).

(b) Concessionaire will leave the Premises in same or better condition than the “as-is” condition. Damage deposit may be used for any damages.

(c) **Commencement Date.** This Lease Agreement shall commence upon execution of this Agreement, and Concessionaire shall close to conduct a deep cleaning and upgrades of the space. The Concessionaire shall open for business no later than June 19, 2023

(d) **Financials.** Concessionaire agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own annual audit of books and records during ordinary business hours at reasonable times and places. Concessionaire agrees to turn in all IRS forms, updated business plans, and other similar financial information by April 1 of each year if requested by City or within sixty (60) days if specifically requested.

(e) Concessionaire is to meet quarterly with the Special Event Manager to review financials and discuss business development and mentoring opportunities.

5. **Authorized Use.** Concessionaire may sell beer, wine, or any other alcoholic beverage provided that Concessionaire secures proper licenses, permits, or approvals and complies with all federal, State, and municipal laws and ordinances. Sales or service of beer, wine or any other alcoholic beverage requires liquor liability coverage of \$1,000,000 with a \$2,000,000 and may also require a Special Event Permit.

6. **Payment of Taxes and Other Assessments.** Concessionaire shall pay all taxes and other assessments for its business during the term of this Lease Agreement. Concessionaire shall pay all sales or other taxes assessed on the operation of the concession business.

7. **Utility Services.** City shall be responsible to provide most utilities including, but not limited to, natural gas, electricity, sewer, and water for the Premises. Concessionaire must enter into Agreements with providers for telephone, cable, and internet service. However, City shall reimburse the cost of these utilities. City shall provide plumbing infrastructure necessary for a dishwasher. City is not responsible to provide any dishwasher appliance.

8. **Use of Premises/Catering/Programming.** The Premises shall be used only for the purpose of a coffee shop. Food service or catering services outside of the Library building are not permitted. The Concessionaire may cater or provide food service in the Library building as allowed herein. Concessionaire may create or host its own programming in the leased property with the goal of driving more community participation and engagement. Concessionaire must request and receive from the Library Director advance, written approval before hosting any non-library programming including events, classes, seminars, promotional ideas, forums, etc. Concessionaire shall not program full length independent, documentary, and foreign films that compete with the Park City Film Series program or Sundance Film Festival. The Library will endeavor to provide informal notice to Concessionaire of its intended programming of non-exclusive areas.

9. **Licensing.** The City and Concessionaire may also participate in other joint marketing efforts with the prior agreement of each. Concessionaire is responsible for obtaining all necessary licenses for its operation, including a Park City business license. Any private use that would close the Premises to the public requires advance, written approval by the Library Director.

10. **Care and Repair of Premises by Concessionaire.** Concessionaire has inspected the Premises and accepts it “AS IS” and as acceptable for the purpose of this Lease Agreement. The Concessionaire will not permit the use of the Premises in violation of any State law or County or municipal ordinance or regulation applicable thereto. Concessionaire, with the exception of a Leader CBK 48” Refrigerated Bakery Display Case, Counter Height, which City is responsible for, may, with the consent of the City but at the Concessionaire’s own cost and expense and in good workman like manner, make such alterations or improvements to the Premises, excluding common areas, as Concessionaire may require for the conduct of its business without materially altering the basic character of the structure or improvements, or weakening the structure of the Premises. Any permanent alterations or improvements to the Premises shall become the property of the City upon expiration or termination of this Lease Agreement.

Concessionaire shall have sole responsibility for maintaining and repairing all restaurant and kitchen equipment and facilities, including all sinks, microwaves, freezers, and refrigerators. All coffee shop/café equipment that the City owns maybe used by the Concessionaire on an “AS IS” basis and the City makes no claim of its condition or life span.

11. **Maintenance.** The City shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Concessionaire shall be responsible for all interior maintenance, including mechanical and electrical fixtures, lighting fixtures, janitorial service including trash and mopping resulting from the Concessionaire’s use, and glass maintenance (both cleaning and replacement in the event of damage) which is within the exclusive and non-exclusive use areas of Premises or solely serves the Premises, excluding the restrooms and utility closet. The City shall be responsible for mechanical systems which serve portions of the building other than, or in addition to the Concessionaire’s space, as reasonably necessary to maintain the structure and to service common utility facilities.

12. **Access to other space.** Concessionaire shall not interfere with the access to other spaces within the building or obstruct the entrances to those spaces in any way. The City shall have access through

Concessionaire's space as reasonably necessary to maintain the structure and to service common utility facilities. The City shall have the right to inspect the Premises at any time, with or without notice.

13. **Signs.** All exterior signs require affirmation from City Council prior to final approval. All signs must meet criteria of the City's Sign Code. The following restrictions apply to exterior building signs:

- (a) Patio Window Signs - No window signs on patio windows or any other part of the patio or patio furniture.
- (b) Front Door Window Signs— Concessionaire may replace existing front door window vinyl signs for coffee vendor and customize the signs with specific hours. No other sizes or font allowed. Concessionaire may state either their business name or website in 1" letters. Concessionaire may add their logo below their name or website. Logo Sign not to exceed 4.25"x 5.5".
- (c) Monument Sign on Park Avenue – If signage is allowed to be placed or continue on the Monument Sign, then Sign and the signage must conform to the Sign Code and any City Council approval must be received.

14. **Insurance and Indemnity.** The Concessionaire 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 Lease Agreement and/or the Concessionaire's defective performance or failure to perform any aspect of this Lease Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Concessionaire; and provided further, that nothing herein shall require the Concessionaire 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 Concessionaire expressly agrees that the indemnification provided herein constitutes the Concessionaire'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 Concessionaire claims or recovers compensation from the City for a loss or injury that Concessionaire would be obligated to indemnify the City for under this Lease Agreement. This limited waiver has been mutually negotiated by the parties and is expressly made effective only for the purposes of this Lease Agreement. The provisions of this section shall

survive the expiration or termination of this Lease Agreement. No liability shall attach to the City by reason of entering into this Lease Agreement except as expressly provided herein.

The Concessionaire shall provide a Certificate of Insurance evidencing:

The Concessionaire 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 Concessionaire, their agents, representatives, employees, or subcontractors. The Concessionaire 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 Concessionaire 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). 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 the Entity for all work performed by the Concessionaire, its employees, agents, and subcontractors.
- (d). Liquor Liability insurance as applicable with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- (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 Concessionaire 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 Concessionaire and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. For any claims of this Agreement, the Concessionaire's insurance coverage shall be primary insurance coverage as respects to PCMC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, employees, or volunteers shall be in excess of the Concessionaire's insurance and shall not contribute with it.

15. **City Liable Only for Negligence and Intentional Acts.** Except where caused by City's negligence or intentional act, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area or from any part of the building or buildings or for an interference with light.

16. **Nondiscrimination.** Concessionaire will not discriminate against any recipient of any services or benefits provided for in this Lease Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.

17. **Waiver of Covenants.** It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein contained.

18. **Type of Operation.** Concessionaire agrees to maintain and operate the coffee shop/cafe in a first-class manner and will keep the Premises in a safe, clean, orderly, and inviting condition at all times. All surfaces shall be regularly wiped down and be kept clean. The coffee shop/cafe is to be operated as a convenience to the Library patrons; therefore, all food, drinks, beverages, confections, and other items sold or kept for sale at the coffee shop/cafe will be of high quality. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous, and efficient.

19. **Concessionaire's Employees.**

(a). During hours of operation, the Concessionaire agrees to retain an active, qualified, competent, and experienced employee at the coffee shop/cafe to supervise the concession operations. The Concessionaire agrees to be an equal opportunity employer. The employees must be authorized to represent and act on behalf of the Concessionaire.

20. **Laws, Ordinances, Etc.** The Concessionaire will obey all the laws, ordinances, regulations, and rules of the federal, State, County, and municipal governments which may be applicable to its operations. The Concessionaire will further agree to follow recommendations of the County Board of Health.

21. **Garbage Disposal and Recycling.** The City will provide and the Concessionaire shall use suitable covered receptacles for all garbage, trash, and other refuse on or in connection with the coffee shop/cafe. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Library or surrounding premises, will not be permitted and must be removed daily to a designated dumpster. When public trash receptacles become full, Concessionaire will empty these into designated dumpsters. City shall provide receptacles for recycling and Concessionaire shall dispose of the items appropriately.

22. **Political Activity Prohibited.** None of the funds, materials, property, or services provided directly or indirectly under the Lease Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

23. **Improvements.** The City will provide infrastructure to operate a coffee concession including but not limited to counters, millwork, storage, sink, plumbing, garbage cans, electrical, and other utility connections. City will provide locks and door hardware for the cabinets. City will provide a water line for a dishwasher. City will not provide specialty equipment or machines such as refrigerators or coffee machines, with the exception of a Leader CBK 48" Refrigerated Bakery Display Case, Counter Height. The café will not have a commercial kitchen. There is not a drain line, floor drain, or running water at or under the front counter tops. Running water and a sink can be found in the back of house/storage area. Immediate drainage to an espresso machine will need to be held in a temporary catch basin prior to being disposed of in the back sink. City will provide a one-time budget of Fifteen Thousand Dollars (\$15,000.00) for furniture and other fixtures and equipment. The City will also install and provide a hood vent estimated at \$60,000 to help mitigate the smell of food to the rest of the Library Building. The Library Director must approve all purchases as negotiated. Any furniture, fixtures, and equipment will remain property of the City. The budget shall not be used for any advertising or marketing, paint, signage, or special flooring, other than outlined above.

24. **Termination.** Either party may terminate this Lease Agreement with sixty (60) days written notice to the other for any reason. However, notice may not be given before four (4) months from the execution of this Lease Agreement.

25. **Party at Fault.** In the event either party shall enforce the terms of this Lease Agreement by suit or otherwise, the party found to be at fault by a court of competent jurisdiction shall pay the costs and expenses of the prevailing party, including reasonable attorney's fees.

26. **Failure to Perform Covenant.** Any failure on the part of either party to this Lease Agreement to perform any obligation hereunder, and any delay in doing an act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction, or act of God, or any similar cause beyond the control of the parties so failing to perform.

27. **No Assignment or Sublet.** The covenants and agreements contained within this Lease Agreement shall apply to the benefit of and be binding upon the parties hereto and shall not be assigned.

28. **Sublease.** Concessionaire shall not sublease Premises.

29. **Time.** Time is of the essence of this Lease Agreement and every term, covenant, and condition herein contained.

30. **Paragraph Headings.** The paragraph headings as to the contents of particular paragraphs herein are inset only for convenience and are in no way to be construed as part of such paragraphs or as a limitation in the scope of the particular paragraph to which they refer.

31. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and registered and addressed to the below-listed address of the party or to such other address as the parties may from time to time designate in writing.

As to City:

Park City Municipal Corp.
City Attorney
P O Box 1480
Park City UT 84060

As to Concessionaire:

32. **Independent Contractor Relationship.**

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

B. In the performance of the services herein contemplated, the Concessionaire is an independent contractor with the authority to control and direct the performance of the details of the coffee shop/cafe; however, the service and products 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 fulfillment thereof.

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

34. **Severability.**

A. If, for any reason, any part, term, or provision of this Lease Agreement is held by a court of the United States or any State thereof 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 Lease 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.

35. **Entire Agreement.** This Lease Agreement constitutes the entire and only agreement between the parties with respect to this concession and it cannot be altered except by written instrument, signed by both parties.

36. **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.

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above-written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation

By: _____
NANN WOREL, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney

CONCESSIONAIRE:
LUCKY ONES COFFEE LLC, a Utah limited
liability company

By: _____

Name: _____

Title: _____

STATE OF UTAH)

) ss.

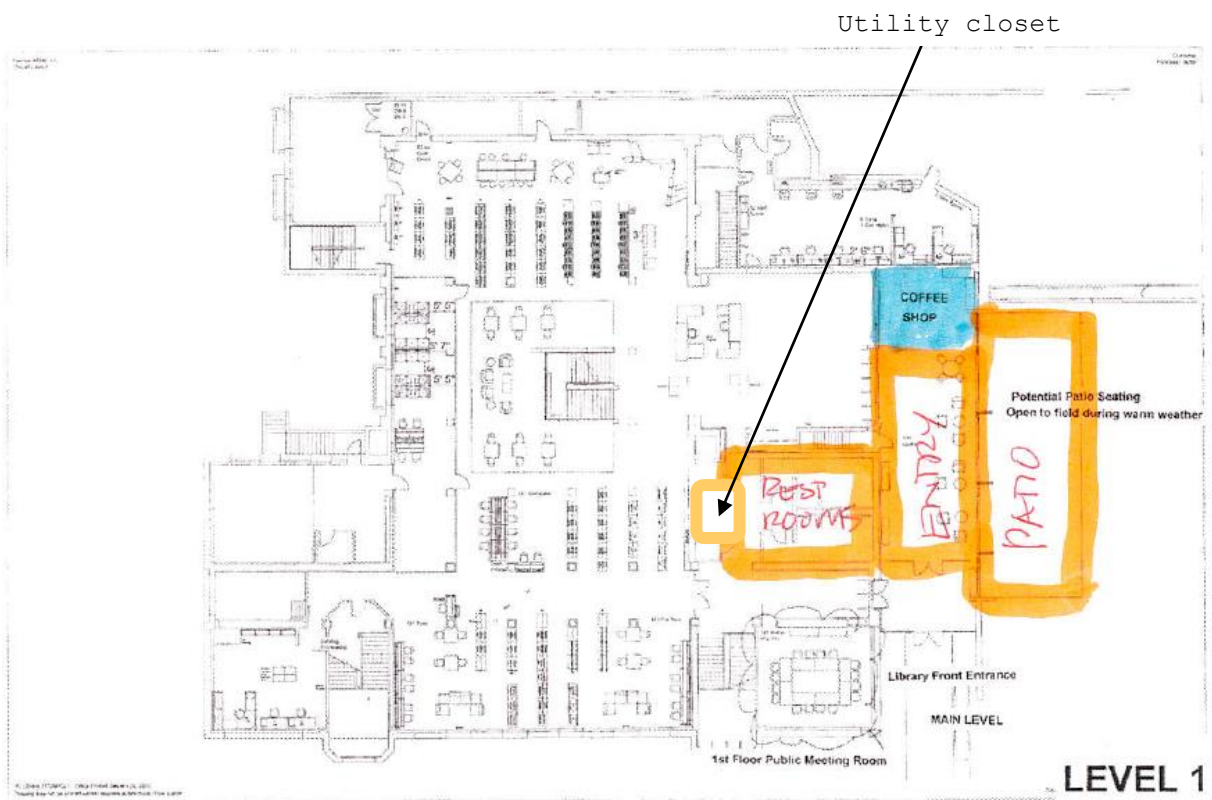
COUNTY OF SUMMIT)

On this day of _____ 2023 before me, the undersigned notary public, personally appeared _____, as _____ of LUCKY ONES COFFEE LLC, a Utah limited liability company, personally known to me/proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same on behalf of the company..

Notary Public

My commission expires:

Exhibit A – Leased Spaces



— EXCLUSIVE



— NON EXCLUSIVE





Park City Municipal

Library Coffee Shop

REQUEST FOR PROPOSAL





1255 Park Ave
Park City, Utah 84060

LuckyOnesCoffee@gmail.com
LuckyOnesCoffee.com

- 01 Experience
- 02 Rental Fee Proposal
- 03 Proposed Menu and Pricing
- 04 Relationship
- 05 Business References & Licensing
- 06 Hours of Operations
- 07 Tenant Improvements
- 08 Marketing Plan
- 09 Wholesale Beans
- 10 Timeline

April 3rd, 2023

Park City Library
1255 Park Ave,
Park City, UT 84060

RE: Library Coffee Shop RFP

Lucky Ones Coffee has been a staple at the Park City Library for the last 5 years. This has been an incredible partnership between the Park City government and Lucky Ones Coffee. Together we can celebrate the successes of this partnership. We have created space in our community for Neurodiverse individuals, promoting acceptance, independence, and community inclusion. Bolstering a shared commitment to social equity, this space has created meaningful employment for 17 individuals with disabilities. We have created employment training programs for the high school and The Learning Center in Park City. Together we have shown the community that Inclusion is Brewing at the Park City library.

Our team is currently made up of 17 baristas with a range of different disabilities. We focus on sourcing our goods locally. We source our beans from Hugo Coffee, all of our bread is Red Bicycle Breadworks, our Kombucha is Han's Kombucha, and our gluten free and vegan baked goods are made by City Cakes in Salt Lake City. All of these are Utah based companies. We are a member of the green business program which aligns with the Park City libraries zero waste goals. We have participated in the social equity panel and LGBTQ task force supporting Park City's Equity goals.

Thank you for giving us the opportunity to submit a Request for Proposal.

Sincerely,



Taylor Matkins
Co-Founder of Lucky Ones
Coffee



Katie Holyfield
Co-Founder of Lucky Ones
Coffee

01

Experience The value of our team



Our team's passion, depth, and expertise are as diverse as our employees. We designed a team whose strengths compliment one another and are driven by the mission of social equity.

Lucky Ones Coffee Brand

Lucky Ones Coffee has established itself in Park City as an innovative non-profit that employs and empowers neurodiverse individuals. We have grown the traffic to the library coffee shop space by 230%. We have hired and trained 25 neurodiverse individuals and provided 13,000 hours of supported employment per year. We have created meaningful community connections with the Park City High School, Park City Learning Center and the Summit County High School to create hands on job experience for special needs students. We have been honored as the Small Business Development Centers small business of the year, Spanx women entrepreneurs, Goldman Sachs 10,000 small businesses, and will be presented next year at Harvard Business School as a small business model to learn from. We have aligned with Park City Libraries environmental goals and continue our work with the green business program.

Founders: Katie Manhart & Taylor Matkins

Taylor and Katie Founded Lucky Ones based on the love and joy we have experienced from neurodiverse individuals and getting to share these moments with the community. We believe that we are the Lucky Ones to get to live in a world with neurodiversity.



Katie Manhart, Executive Director of Lucky Ones Coffee has a vast knowledge of both working with individuals with disabilities and years of restaurant experience. An avid lifelong learner, she is an alumni of Goldman Sachs 10,000 small businesses, sat on the panel for equity and inclusion, current class member of Park City leadership. She has brought innovation and community connectivity to the table.

Taylor Matkins, CFO of Lucky Ones Coffee, brings a wide spectrum of expertise to the table. She has surrounded herself with a network of supportive advisors in order to expand expertise in all new phases of growth. She has developed a deep knowledge of business metrics to measure businesses health and take advantage of opportunities. She has worked with advisors to master her grant writing skills. She Supports and advises LGBTQ efforts in our community.

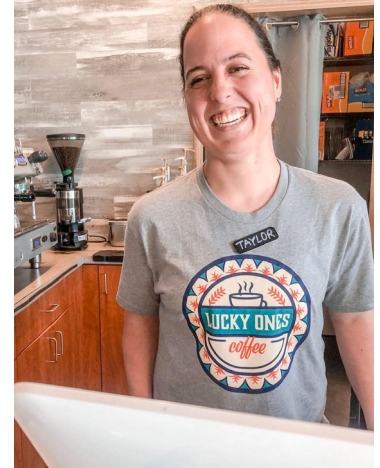
Our Employees

Our employees are the reason we do what we do! We employ a staff of neurodiverse baristas. We tailor our training program to assess and develop personalized careers goals and develop a broader range of vocational skills for each individual. We are currently operating a wait list for employment we work hard to provide as many opportunities as possible to help these individuals be successful within our communities.

Rental Fee Proposal

02

We would like to propose a continuation of free rent for the next 5 years. This rental structure and the support from the city has allowed us to provide 65,000 hours of supported employment for our neurodiverse baristas. It also allows us to provide year round consistent amenities to library patrons.



“A meaningful job comes from a conviction on your part that what you do at work is important, that your talents are being put to good use, and that your work makes a meaningful difference.” - Dan Buettner

Lucky Ones Coffee

ALL PRICING IS TAX INCLUDED
SIZES: 12 OZ & 16 OZ & 20 OZ
SOME DRINKS OFFERED IN (KIDS) 8OZ

COFFEE

Try it hot or iced

Drip Coffee	\$2 \$3 \$4
Cold Brew	\$4 \$4.5 \$5
Espresso	\$3
Americano	\$3 \$3.5 \$4
Latte	\$4 \$4.5 \$5
Cappuccino	\$4 \$4.5 \$5
Mocha	\$4 \$5 \$5.5
(White Chocolate too)	
Extra Shot	\$1

Plant Based Milks \$.75

Oat, Almond, Soy, Coconut

SYRUP FLAVORS

\$.75

Housemade Syrup:

Vanilla Bean | Brown Sugar

Other Flavors:

Vanilla|Caramel|Hazelnut|Coconut

Chocolate|White Chocolate

Lavender|Almond

Pumpkin Pie|Macadamia Nut

Sugar Free: Peppermint|Vanilla

DRINKS

HOT CHOCOLATE

Available in 8oz Kids Size \$2

Hot Chocolate	\$2.5 \$3.5 \$4.5
The Lucy	\$2 \$3 \$4
(White hot chocolate)	
Andys Coco	\$2.5 \$3.5 \$4.5
(Hot Chocolate with Caramel)	\$3 \$4 \$5
Protein Hot Chocolate	\$2 \$3 \$4
(22g Protein, 1.5 g Sugar, 112 Calories)	
Flavored Steamer	
(Choose a milk, choose a syrup, let us make magic happen)	

TEA

Try it hot or iced

Chai Tea Latte	\$4.5 \$5.5
(Maya Chai, Spicy or Sweet)	
-Matcha Latte	\$4.5 \$5.5
-Matcha Tea	\$4 \$4.5
-Rishi Loose Leaf Tea	\$3 \$3.5 \$4

Check out our loose leaf tea menu!

KOMBUCHA

Hans Kombucha, Local and Delish

Beet Lemonade	\$6
Grapefruit Rosemary	
Raspberry Rose	

COLD CASE DRINKS

Juice	\$2
(Apple or Orange)	
Milk	\$2.5
(Chocolate Milk too)	
Water Bottle	\$2
(Still or Sparkling)	
Soda	\$2
(Coke, Diet Coke, Sprite)	
La Croix	\$2
(Lime, Lemon, Berry, Grapefruit)	

Lucky Ones Coffee

ALL PRICING IS TAX INCLUDED

PANINIS \$9

Served on Red Bicycle Hoagie Bread

Breakfast Paninis (Served All Day)

-**Wake Up:** Egg, Cheddar Cheese, Bacon or Sausage and cream cheese

-**Snooze:** Egg, cheddar cheese, sausage patty, pepper jelly

-**Earthling:** Egg, cheddar cheese, cream cheese, spinach and tomato

Lunch Paninis:

-**Pesto:** Turkey, provolone, bacon, basil pesto, tomato and spinach

-**Basic:** Turkey, cheddar cheese, mayo, tomato and spinach

ADD ONS: Bacon \$1.5 | Avocado \$2

EATS

KIDS PANINIS \$5

Grilled Cheese

Grilled Peanut Butter: Peanut butter grilled to perfection with honey to dip on the side

TOASTS \$8

Served on a thick slice of red bicycle sprouted wheat bread

Avocado: Smashed avocado, topped with olive oil, fresh cracked pepper and sea salt.

Hummus: Sabra hummus, topped with tomatoes, olive oil, fresh cracked pepper and sea salt

ADD ONS: Bacon \$1.5 | Egg \$1.5

PASTRIES

Muffin (GF)	\$3.5
Donut	\$2.50
Cookie	\$2.5
Scone (V)	\$4.5
Coffee Cake (GF/V)	\$4.5
Bagel	\$3
Toasted with Cream Cheese or Butter	

SNACKS

Chips	\$1
String Cheese	\$1.75
Applesauce	\$1
Oatmeal	\$3.5
Yogurt	\$2

Bringing Lucky Ones Coffee into the coffee space at the library has been a perfect marriage,

sharing similar missions and having values that are focused in the same direction. Lucky Ones Coffee has put Park City at the forefront of the inclusion movement. This city has stated that they want their future to have a strong focus on social equity. Our shop has been and will continue to be a catalyst for putting these plans into action.

Nationwide statistics show that over 80% of individuals with disabilities are unemployed. Partnering with the library has allowed Lucky Ones Coffee and Park City to take a stand together and do something meaningful to change this. The Park City Library has set empowerment as a vision for their future. Employing and empowering individuals with disabilities is the mission statement behind Lucky Ones Coffee. Through our joint commitment we have empowered a whole community. Creating a space where inclusivity thrives will help breed kindness and compassion, which has spilled over to create a stronger Park City.

With this partnership, the Library will continue to gain a loyal following that wants to start their day with more than just a cup of coffee. Once people experience the heart warming atmosphere that Lucky Ones Coffee offers, nowhere else compares.

Over the years the partnership between Lucky One's Coffee and Park City has drawn positive community support and feedback. Lucky Ones Coffee will continue their mission of creating a culture where diversity is not just appreciated, it is celebrated. This is a core value that the library also works to instill because a celebration of diversity is a catalyst for accepting, including, and respecting all individuals within our community.

PARK CITY 2030

Strategic framework created for Park City Municipal Corporation-strategic framework created for Park City Municipal Corporation and the community to ensure that the Community Vision to "Keep Park City, Park City" is protected and holds true in 2030. This community vision is based on extensive feedback from residents. This framework is designed to engage the public, resulting in decisions that are more reflective of public concerns and values. The public have voiced concerns for the need to cultivate diversity within our community. This is a value both Lucky Ones Coffee and the library share with the community.

The City Council has heard these desires and concerns and has created council priorities based upon them. One of these priorities is making Park City an inclusive community of diverse economic and cultural opportunities. Lucky Ones Coffee will help helped to fill a need in our community, we provide education, training and employment for individuals who in the past were not presented with these opportunities.

Lucky Ones looks forwards to continuing its presence in the Park City business community. A community that puts an emphasis on locally sourced ingredients, and locally grown talent. Lucky Ones Coffee, helps boost not only the residents rating on the sense of community they feel here in Park City, but also the percent of residents who rate this community as an excellent example of openness and acceptance towards people of diverse backgrounds.

We are focused on moving the dial forward on key indicators that Park City has set for measuring their progress towards achieving their goal of an inclusive community. This framework also lays out Park City's goals to be governed in a responsible, cutting edge effective manor. Lucky Ones Coffee has brought to light a whole new workforce here to Park City. We can help to move Park City in the direction that its residents have envisioned, by creating a space that provides employees with the opportunity to do what they do best everyday. We invest extra time in our most valuable asset, our employees, by providing extra training hours for all employees. Lucky Ones Coffee will show the world that Park City Municipal Corporation is headed in the direction that the public wants to see.

"Only when it is easier to use the new tools than it is to revert to old habits will Park City 2030 be used to its fullest potential."
- Park City 2030

SUSTAINABILITY

Lucky Ones Coffee is dedicated to pushing forward the city's focus on creating a greener Utah. As an organization, we are a member of the Green Business Program created through Recycle Park City. We helped begin a composting program at the Library. In the spring and summer we offer coffee grounds to members of the community to pick up for use in their own gardens. We offer discounts for using alternative transit and bringing your own mug. We only offer paper "to go" containers and use reusable plates and utensils for those dining in.

05

Business References & Licensing

Lucky Ones Coffee LLC
 Lucky Project Tax ID: 83-1995894
 Lucky Ones Coffee LLC 83-1995894 Tax ID:
 17S11758

Business References:
 Jim Herrin (801) 957-5441
 Claudia McMullin (435) 901-2123
 HK Brewing (801) 907-0869



Hours of Operation

Monday: 8:00am - 3:00pm
 Tuesday: 8:00am - 3:00pm
 Wednesday: 8:00am - 3:00pm
 Thursday: 8:00am - 3:00pm

Friday: 8:00am - 3:00pm
 Saturday: 8:00am - 3:00pm
 Sunday: 8:00am - 3:00pm

06



07

Tenant Improvements

We inherited this space with broken cabinets and peeling countertops. After a tough winter and losing inside storage quite a few of our tables snapped under the snow cleared from the roof. We are requesting after 5 years that city grant a 15,000 improvement budget for this space. We would use this budget to replace broken patio furniture, fix countertops, deep clean the space, fix broken cabinets and update a few of the pieces of indoor furniture.

Marketing Plan

08

Lucky Ones Coffee and the Library have been featured on KPCW, Park Record, Mountain Town Express, Park City Magazine, KUTV, and Deseret News. We have 3,000 followers on social media and an email list of 8,000 people. We will continue spreading our mission locally and next year will be highlighted as a business case study for Harvard Business School.

We have paid marketing spots in dishing magazine and sponsor days of music through Mountain Town Music to continue to grow our reach.

Wholesale Beans

09

We would like to continue our wholesale contract with the city. We are currently offering wholesale pricing at \$14.50 per pound. Orders are delivered within 2-3 business days of the order being placed. Partnered with Hugo Coffee Roasters a local business that supports local animal rescues.

Timeline

10

Signed Contract
Renovations
Completed Opening Day

June 1, 2023
Close for 2 weeks- May 22nd- June 5th
June 6, 2023



1255 Park Ave
Park City, Utah 84060

LuckyOnesCoffee@gmail.com
LuckyonesCoffee.com

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve a Five-Year Special Event License/City Service Agreement with the Kimball Art Center for the Park City Kimball Art Festival, in a Form Approved by the City Attorney

(A) Public Input (B) Action

Suggested Action:

Attachments:

[KAC Agreement Staff Report](#)

[Exhibit A: KAC Letter of Request for KAF Future Agreement](#)

[Exhibit B: KAC Special Event City Service Agreement Draft](#)

[Exhibit C: KAC Economic and City Service Fee Comparison](#)

City Council Staff Report

Subject: Approve Park City Kimball Arts Festival Future Agreement
Author: Jenny Diersen
Department: Special Events
Date: May 25, 2023
Type of Item: Administrative

Recommendation

Hold a public hearing, and consider a request from the Kimball Art Center (KAC) to approve a five-year Special Event License/City Service Agreement (Agreement) for the Park City Kimball Art Festival (KAF/Festival), as outlined in **Exhibit A & B**.

Executive Summary

The KAF began in 1969 when a group of local Park City artists came together to launch an open-air market on Main Street. Over time as the Festival grew, considerable adjustments were made to reduce scope and costs, protect residential areas, and align with the priorities of the Historic Park City Alliance (HPCA) and community. Today, with nearly 200 artists, the Festival is held for three days and serves as Kimball Art Center's (KAC) primary fundraiser, accounting for more than 40% of its annual operating budget.

Per the KAC, Festival proceeds help provide free year-round exhibitions and low-cost art programs in Park City. The KAC annually presents a Supplemental Special Event Plan to outline Festival changes and economic impact. A complete Festival history is [linked here](#), and financial reports provided by KAC from 2022 to 2016 can be found [here](#).

The most recent [KAF Agreement](#), approved on November 3, 2016, was extended twice and expires on August 15, 2023, after the 2023 Festival.

- On July 15, 2021 ([report](#) p. 259, [minutes](#) p. 13), Council approved a one-year extension for the 2022 Festival as neither KAC nor the City was ready to consider a new contract during the pandemic recovery.
- On May 26, 2022 ([report](#) p. 5 / [minutes](#) p. 1), in anticipation of the Agreement expiring, Council held a Work Session to discuss the importance of local artists, increase evening vibrancy, and fee waivers. Council asked the KAC to continue providing economic impact reports and a desire to continue contract discussions after conducting community outreach and surveys.
- On October 27, 2022 ([report](#) p. 174/ [minutes](#) p. 6), Council held a work session to review a debrief of the 2022 Festival and community outreach. Council supported a long-term Agreement and requested a one-year contract extension while further evaluating the economic benefits and future subsidies.
- On December 8, 2022 ([report](#) p. 368 / [minutes](#) p. 10), Council extended the Agreement through 2023 and outlined a timeline for the next steps.
- On April 27, 2023 ([report](#) p. 262 / minutes not yet published), Council reviewed new terms proposed by the KAC, including a fee waiver of up to \$180,000.

Importantly for PCMC internal teams, Park City uses formal Agreements to manage significant special events that provide economic, community, and cultural value.

Multiyear agreements provide a clear scope of services and predictability for each party, including:

- City Services and costs;
- Financial assistance or monetary exchange;
- Lease terms including City Property or Facilities;
- Locked-in Event dates over the term of the Agreement;
- Required performance measures; and
- Economic impact studies.

Analysis

The Special Events Department met with KAC and Council Liaisons to review KAC's proposal (**Exhibit A**), including:

- Name of the Event: The name remains "Park City Kimball Arts Festival" to honor the Festival's beginnings and long-standing partnership with Park City Municipal.
- Venue and Use Areas: Main Street and the surrounding side streets will remain the KAF venue. Acknowledging there may be significant development projects (two ski resort base area developments and Park City School District) in the future that may impact operations and transportation, the KAC requests the City support ongoing Festival operations during construction and work with KAC to find alternative offsite parking with transit options when necessary.
- Contract Length, Dates, and Conflicts: The KAC requests a five-year contract (2024 to 2028) and to remain on the first weekend in August, except 2026, when the KAC will move one week later to address a conflict with the Extreme Soccer Tournament.
 - August 3 to 5, 2024
 - August 1 to 3, 2025
 - August 7 to 9, 2026
 - Extreme Soccer Tournament will be held July 30, 31, and August 1
 - August 6 to 8, 2027
 - August 5 to 7, 2028
- Festival Hours: The KAF will continue set up, which includes parking removal and other operations, the Monday before the Festival. The breakdown will complete by midnight on Sunday evening. The KAF hours stay the same - Friday from 5:00 to 9:00 p.m., Saturday from 10 a.m. to 8 p.m., and Sunday from 10 a.m. to 6 p.m.
- Demonstrated Measures of Success: Social Equity (DEIA): The KAC plans to:
 - Maintain a minimum of 10 artists from the Wasatch Back;
 - Continue improving the Emerging Artist Program to support artists in the beginning stages of their careers and break down financial and social barriers surrounding participation. The KAC assumes all costs for the program;
 - Continue providing diverse culinary offerings and reduce participation fees for vendors with financial barriers;
 - Continue offering free Festival admission to Summit County residents on Friday night. To recognize the increased cost of living and the many that work on Main Street but do not live in Summit County, starting in 2023, the KAC will extend locals free admission to Main Street employees regardless of Summit County residency.

- Continue developing programs that target organizations and underserved populations in Summit County. In 2022, the KAC donated 100 wristbands to the Solomon Fund giving 100 children and guardians free attendance.
 - Make ongoing efforts to translate all materials to Spanish to better serve our Spanish-speaking population. The KAC is also working on providing American Sign Language interpreters.
- Sustainability and Transportation:
The KAC is committed to sustainability measures to improve sustainability practices. This includes:
 - Promote public transportation to the arts festival;
 - Host a bike valet each day of the event; and
 - Report pounds of glass, mixed recycling, compost, and landfill waste produced throughout the event, creating a consistent year-over-year analysis.
- Event/ Economic Impact Survey: The KAC will conduct a third-party survey regarding attendance and spending demographics. The City outlined metrics for special event reporting, including attendance, change over total attendance and local (Wasatch Back) attendance, annual survey sentiment regarding event support, and City funding.
- Parking Areas:
The 2016 contract did not outline all the parking areas vital for Festival operations. The KAC requests the new agreement outline the use of the roof of China Bridge, the flagpole lot, Bob Wells Plaza, the south side of China Bridge, and public parking along Swede Alley. This is in addition to the removal of parking on Main Street, Park Avenue, and Brew Pub Lot that is required for Festival operations.
- Dining Decks: The Dining Deck Program began in 2010 and significantly impacts KAF ([November 18, 2010](#) p. 22 / [minutes](#) regarding charging fee for participation p. 2). At the time, City Council prioritized a long-term relationship with the KAC. Due to required fire lanes and because the City had leased the street to the KAC through their event Agreement, dining decks needed to be removed, or restaurants paid the KAC to stay on the street as part of the Festival.
 - Removing the dining deck during the KAF is already part of the annual Dining Deck lease requirements ([report](#) p. 435).
 - Today, eight dining decks remain during the Festival (one removed – Bangkok Thai). Each of those that stay pays the KAC \$1,500 to remain on the street as part of the KACs culinary program and promotion. The accommodation made by the KAC saves restaurants the money they would have to pay (estimated \$3,200 per restaurant) to deinstall and reinstall decks.
- City Services:
The KAC requests the City Service Fee waiver of up to \$180,000 remain, and the KAC will contribute \$10,000 annually toward the cost of City services (refer to **Exhibit B** for the KAC Economic and City Service Fee Summary 2018 to 2023).
- Outreach:
We conducted significant outreach last summer regarding a future agreement as outlined in the October 27, 2022, City Council report ([report](#) p. 174/ [minutes](#) p. 6). More than 560 people took the survey, and 75% supported the event's hours,

days, and weekend. The HPCA is supportive of the event continuing based on their feedback in October.

Financial Analysis:

Special Events asked all departments to analyze potential fees over the next five years. Based on the analysis, City service fees and hard costs are estimated at \$172,388 (detail below). Specifically, increases are anticipated in Parking Services (parking removal), Emergency Management (mobile command), Kane Security (residential protection, bollard installation, and taxi management), Trash and Recycling (extra dumpsters), and Community Engagement (Impact Notices and boots on the ground outreach).

We strive to make sure all potential costs are included and transparent. As a result, we rounded up to \$180,000 based on the likelihood of minor annual adjustments. We will report on estimated and actual costs annually in the supplemental plan and debrief.

Event Costs 2022 Actual & 2023 Estimate			
Cost Item	2022 Actual	2023 Estimate	Notes
Special Event Application Fee	\$640	\$1,038	This is the new updated Special Event Fee at the CIE rate, which we anticipate being adopted in June.
Fire & Building Permit	\$218	\$1,900	This will include afterhours fees and time for staff to do inspections. That is not currently being charged.
Parking Services – Removal of Parking	\$10,000	\$10,000	Per current fee schedule – remove parking for 3 days on Main Street
Parking Services – Parking Spaces	\$0	\$36,000	\$30/day for 400 parking spaces for 3 days – Swede Alley Surface, Bob Wells, Flagpole, Wasatch Brew Pub, China Bridge
Building Maintenance	\$1,500	\$3,000	Extra restroom cleaning. Arts Fest pays separately for increased trash removal on Main Street through a contractor.
Transit Operations	\$21,987	\$25,000	\$150/hour rates estimate. Includes golf carts = \$21,987. Rounded up in case adjustments are needed.
Banner Installation	\$5,300	\$3,000	The actual cost is \$2,872, because a UDOT permit was not required due to Park's coordination.
Public Safety – Police	\$38,625	\$55,000	Estimate of cost if all positions were filled + added earlier hours for Swede/Heber intersection.

Mobile Command	\$0	\$450	Per Fee Schedule
Equipment & VMS	\$3,000	\$13,000	Public Works estimate includes type 1 bus lane and equipment including VMS + PW man hours to implement. (Actual is \$12,032, but rounded up).
Kane Security	\$0	\$20,000	Hard Cost – Residential, Taxi and Bollard Management
Trash & Recycling Services	\$0	\$2,000	Hard Cost – Extra Dumpsters and Increased Dumps
Community Engagement & Outreach	\$0	\$2,000	For Event Impact Notices, Impact Map and Boots on the Ground Outreach
Total	\$81,270	\$172,388	

The KAC provided a third-party analysis of the economic impact reviewed by the Council on October 27, 2022 ([report](#) p. 174/ [minutes](#) p. 6). After an internal evaluation, we believe the KAF produces about \$100,000 in additional sales tax revenues for the City. In 2022, the KAC received an average of \$179,398 in grants from Summit County, some of which require out-of-area marketing as an obligation in return for funding.

Funding

Funding for City Service Fees are budgeted within department budgets. Any invoiced special event fees go to departmental budgets within the General Fund.

Exhibits

- A KAC Letter of Request for KAF Future Agreement
- B Draft KAC City Service Agreement
- C KAC Economic and City Service Fee Summary 2018 to 2023

Park City Municipal
445 Marsac Ave.
Park City, UT 84060

March 17, 2023

To the Special Events Department,

Kimball Art Center (KAC) is looking to renew the Park City Kimball Arts Festival's (PCKAF) multi-year city service contract with Park City Municipal Corporation (PCMC), effective for the 2024 festival. Our current contract, a one-year extension from our 2016-2021 contract (no festival in 2020), expires after this summer's festival, August 4-6, 2023.

After reviewing feedback surveys conducted by city staff, participating in open houses hosted by PCMC, and listening to public comment given at city council meetings, it is clear that the Park City Kimball Arts Festival is an integral piece to Park City's cultural community. While Park City has long offered a connection point through outdoor recreation, the Park City Kimball Arts Festival creates an opportunity for both residents and tourists to connect through art. Without the Park City Kimball Arts Festival, local, national, and international artists lose an important venue to connect with audiences and Park City residents and visitors lose the opportunity to experience the unique celebration of Park City's art community.

In addition to contributing to Park City's cultural fabric during the festival weekend, the Park City Kimball Arts Festival has year-long impacts through its host organization, the Kimball Art Center. By hosting the Park City Kimball Arts Festival, KAC raises significant revenue that is used to run KAC's exhibition space and education department. Through its arts education programs, KAC reaches all of the Park City School District's children to offer a robust arts education curriculum, a subject that is not funded by the state. KAC also continues to grow its exhibition program, providing locally renowned and nationally recognized artists an opportunity to connect with Park City audiences. In addition, KAC offers hundreds of classes, studio time, workshops, and opportunities for the professional and personal advancement of our adult community members, including a robust cohort of seniors. The Park City Kimball Arts Festival enables our community members to live their fullest and most creative lives.

Kimball Art Center is asking the city council to support the arts. The following contract terms, both new and existing terms from the previous contract, proposed by Kimball Art Center will help PCMC achieve their sustainability, transportation, and social equity goals as well as allow Kimball Art Center to continue serving the Park City community through its mission: to inspire, educate, and connect through art.

1. **Name of Event:** The official name of the arts festival will remain the Park City Kimball Arts Festival to honor the festival's grassroots beginnings by the Park City artist community and Kimball Art Center's long standing partnership with Park City Municipal Corporation.
2. **Venue and Use Areas:** Historic Main Street and the surrounding side streets will remain the festival venue. KAC acknowledges that there may be significant development projects in the future that will impact additional use areas. These may include but are not limited to Deer Valley Resort parking lots, Park City Mountain Resort parking lots, and the Park City High School parking lots, areas that KAC relies on for off-site festival parking. KAC asks that the council

support ongoing festival operations during these discussions and construction periods and actively work with KAC to find other off-site parking options if needed in order to fulfill permit requirements. KAC recognizes this potential challenge and KAC will work with city staff and council to mitigate festival, resident, and tourism impacts during these construction periods.

3. **Contract Length and Dates:** 5 year contract term to host the arts festival on the first full weekend in August. Full weekend is defined as both Saturday and Sunday falling in August. The only exception to this will be the 2026 festival, which will be moved to the second full weekend in August to accommodate the Extreme Soccer Tournament.
 - a. August 3-5, 2024
 - b. August 1-3, 2025
 - c. August 7-9, 2026
 - d. August 6-8, 2027
 - e. August 5-7, 2028
4. **Festival Hours:** As in the previous contract, the festival hours will remain Friday: 5-9pm, Saturday 10am-8pm, and Sunday 10am-6pm. Main Street and surrounding side streets will close at 3am on Friday to allow for event set-up. Main Street and surrounding side streets will be cleared of all festival equipment and reopen to the public by Sunday at 11:59pm, if not earlier. The Main Street reopen time is listed as 10pm in the previous contract, however this has been changed to 11:59pm in the supplemental plan since 2019. Additional closures of parking lots, city property, and private property will be approved by city council. KAC will continue to work with PCMC to minimize street closure impacts to Park City residents and business owners.
5. **Demonstrated & Measured Success - Social Equity (DEIA):** KAC acknowledges PCMC's commitment to social equity and as such, KAC would like to align with PCMC to support city council's diversity, equity, inclusion, and access goals through the PCKAF. KAC believes accountability is a cornerstone of success and would like to incorporate social equity goals into the festival's measured success.
 - a. KAC will maintain a minimum of 10 participating artists from the Wasatch Back (Summit and Wasatch Counties) per festival. The final number is greatly dependent on the artists that apply to the festival and KAC will strive to keep this number as high as possible without compromising the overall quality of work presented at the festival.
 - b. KAC will continue to improve the Emerging Artist Program, a program that provides support to artists in the beginning stages of their careers via mentorship, media recognition, and financial support. This program is currently in the pilot stage and aims to help break down financial and social barriers surrounding festival participation. KAC assumes all costs associated with this program including waiving or reducing festival participation fees.
 - c. KAC will continue to seek out food vendors who offer a wide range of cuisine from various cultural backgrounds. If necessary, KAC will reduce fees associated with festival participation if a vendor communicates a financial barrier. KAC will absorb any loss of income.
 - d. KAC is committed to continue offering free festival admission to Summit County locals on Friday night. Depending on the year, this costs KAC approximately \$40,000-\$65,000 in admissions income. KAC also acknowledges that the cost to live in Summit County has risen dramatically since our last contract negotiation and that many people who work on Main Street do not live in Summit County. Starting in 2023, KAC will extend Locals Night free admission to all Main Street employees regardless of Summit County residency.

KAC will take on all additional costs for this which may include admissions income loss, increased security costs, additional gate equipment costs and staffing costs.

- e. Beginning in 2022, KAC donated Saturday and Sunday festival wristbands to the Solomon Fund, giving 100 children and adult guardians the opportunity to attend the PCKAF free of cost. KAC is committed to expanding this program to organizations that target other populations in Summit County and will absorb the associated loss of admissions income.
 - f. KAC looks forward to continuing efforts to translate all materials (signs, instructions, gate talking points, etc.) to Spanish to better serve our Spanish speaking population. KAC is also working towards incorporating additional translations including ASL interpreters. KAC will take on all costs associated with translations and interpreters including contract fees and additional printing costs.
6. **Sustainability and Transportation:** KAC supports the city council's sustainability and transportation goals for Park City. KAC is committed to the below sustainability measures as well as continuing the conversation with PCMC staff and other organizations on how to improve our sustainability practices. KAC acknowledges that there is a lot more work to be done and asks for council's support while we navigate the financial challenges associated with additional changes.
- a. Promote use of public transportation to the arts festival and throughout Park City as well as Park City's walkability
 - b. Host a bike valet each day of the festival
 - c. Report pounds of glass, mixed recycling, compost, and landfill waste produced throughout the festival weekend creating consistent year over year data analysis. This will require a larger investment from KAC in equipment, contract services, printing costs, and staffing.
7. **Event Survey:** KAC will continue to conduct a third party survey to report on attendance demographics and spending estimates. KAC will work with PCMC on survey questions to ensure the correct information is collected needed to calculate the festival's economic impact. This survey will be completed at KAC's expense.
8. **Parking Areas:** KAC asks that the parking areas be changed to the top level of China Bridge parking garage, the flagpole lot, Bob Well's Plaza, the south side of China Bridge parking garage, and public parking spaces along Swede Alley. These are the lots that have been used for festival parking (artists, operations set-up, etc.) for the past three festivals even though the current contract lists the upper and lower Sandridge parking lots and the top level of the China Bridge garage as festival parking areas. As in the past, KAC will continue to work with PCMC to determine the best use of parking areas for each festival.
9. **City Services:** KAC requests that PCMC maintain the current service waiver of up to \$180,000 for basic city services previously established in the existing contract. KAC will continue to contribute \$10,000 cash towards these fees. After reviewing the updated expected costs of basic city services for the 2023 festival, which includes increases in application fees, parking service fees, building maintenance, security costs, and equipment costs, KAC has determined that a \$180,000 city service waiver is necessary to sustain the festival. A reduction in the city service waiver value or services included will cause negative impacts to festival operations, sustainability work, and social equity initiatives, as well as cause year-round impacts to the arts education programming the Kimball Art Center provides to the community, programs which are directly funded by the arts festival's net income.



All of the above terms have been considered with financial and social implications in mind. Kimball Art Center looks forward to working with the Park City Municipal Corporation and the Park City community to create a culturally rewarding and sustainable arts festival experience. KAC believes the terms presented above will strengthen our community's relationship to arts and culture and bring the council closer to achieving their strategic goals.

Please advise on next steps. We appreciate your time, consideration, and continued service and support.

Sincerely,

Aldy Milliken

Aldy Milliken
Executive Director
Kimball Art Center

Hillary Gilson

Hillary Gilson
Arts Festival Director
Kimball Art Center

From: Hillary Gilson <hillary.gilson@kimballartcenter.org>
Sent: Tuesday, April 18, 2023 2:27 PM
To: Jenny Diersen <jenny.diersen@parkcity.org>
Cc: Aldy Milliken <aldy.milliken@kimballartcenter.org>
Subject: [External] Grant Financials - AF/KAC 2022

Hey Jenny,

Below are the grant financials for 2022. I've included information for specific arts fest grants, grants that are hybrids (support other KAC programs/departments as well), and some additional information on our overall grant funding numbers. Let me know if you have any questions!

Kimball Art Center received a total of \$404,851.12 from granting entities for 2022 operational and programming support. Between the Chamber of Commerce Sustainable Tourism Grant, the Summit County RAP Tax grant, and the Summit County Restaurant Tax grant, Kimball Art Center received \$179,398 of grant funding in 2022 from Summit County.

Grants used specifically for arts festival support:

2022 George and Dolores Eccles Grant: \$10,000

- Restricted use for music/dance performance related expenses, culturally focused

Chamber of Commerce Sustainable Tourism Grant: \$12,000

- Funded by Summit County tax dollars

Summit County RAP tax: \$102,398 total KAC support

- \$15,000 allocated to specifically support Local's Night, remaining supports education and exhibition programming and KAC operational costs

Summit County Restaurant Tax: \$65,000 total KAC support

- \$15,000 specifically funds arts festival marketing, remaining supports marketing for other KAC events, exhibition programming, and education programming

Utah Office of Tourism: \$43,544 total KAC support

- Approximately \$21,000 specifically funded arts festival marketing to in-state and out-of-state visitors. Please note, we are still in the reporting process for this grant, so this is not a final number. The remaining funds were used for exhibition marketing.

--



Hillary Gilson
Arts Festival Director
435-649-8862

630 North Broadway,
Park City, UT 84060
kimballartcenter.org

Kimball Art Center



DRAFT - Special Event City Services Agreement

This Special Event City Services Agreement is entered into as of _____, 2023 between Park City Municipal Corporation, a political subdivision of the State of Utah ("Park City" or "City"), and Kimball Art Center, a Utah nonprofit corporation ("KAC").

Recitals

WHEREAS, KAC has staged the Park City Kimball Arts Festival ("Arts Festival") in Park City under the regulation and authority of annual Special Event Permits issued by Park City;

WHEREAS, Park City and KAC wish to enter into a long-term contract establishing Park City Main Street as the Festival headquarters and to maximize planning efficiencies, pool resources and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, KAC, a non-profit entity, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other nonmonetary assistance from Park City and others as appropriate in connection with the Arts Festival, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with KAC to implement additional closures of Main Street, and perform marketing and event management services of the Arts Festival as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the Park City General Plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city; and

WHEREAS, Park City reviewed the direct economic benefits of the Arts Festival to Park City, and the Summary of Revenue Impacts to Park City is incorporated herein by reference. The City Council also finds that, in addition to the services contracted for herein, the Arts Festival has numerous additional indirect and intangible benefits which create an

additional overall positive economic, artistic, and quality of life impact on the City, its residents, and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and KAC mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified in Exhibit A of this Agreement and each Arts Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of each annual Arts Festival. Park City and KAC agree that the purpose for cooperation and flexibility is the successful operation of the Arts Festival. Both Parties understand that plans may change each year, subject to final approval by the City Council.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and KAC with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, which may change with each annual Arts Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the future years are incorporated within this Agreement; changes that promote the efficient and successful operation of the Arts Festival may be considered. Failure to agree on changes to existing Plans will result in the use of the Existing Supplemental Plans. Any Material Change, as determined by the Special Event Manager, shall require an amendment to this Agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4A of the municipal code (as amended) regarding Special Events and any other applicable ordinances.

1.3 KAC General Responsibilities. In addition to the responsibilities of KAC set forth in the balance of this Agreement, KAC is responsible for the timely submission to the City of all annual plans related to the Arts Festival, and for producing and providing all official information related to the Arts Festival to the City. Both parties will agree to a mutually agreed-upon timeline.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to KAC or its designee by the first Friday in April of each year all official Park City information relevant to the Arts Festival and the Use Areas, including internal staff communication, and promoting positive support for Park City's involvement in the Arts Festival and the opportunities provided thereby. Park City shall cooperate with KAC by using its best efforts to notify KAC of any pending City ordinance changes or city right of right-of-way projects which could have a negative impact on KAC and its sponsorship relationships, including those relating to transportation, parking, marketing and signage.

B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.

2. Term. KAC hereby agrees to hold the Park City Kimball Arts Festival in Park City. Accordingly, this agreement shall be effective from August 15, 2023 to the first Friday of November 2028.

2.1 Dates of Festival. The dates of the Arts Festival shall be held on the first full weekend of August as mentioned below unless both parties agree to a date change in writing.

- August 3 – 5, 2024
- August 1 – 3, 2025
- August 7 – 9, 2026
- August 6 – 8, 2027
- August 5 – 7, 2028

The Supplemental Plan must be submitted to the Special Event Department no later than the first week of June, sooner if possible, and must have Council approval by the first City Council meeting in July of each year for the Arts Festival to begin on the planned date.

2.2 Hours. The event will be held from Friday from 5:00 p.m. to 9:00 p.m., Saturday from 10:00 a.m. to 8:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m. Parking removal for set up shall begin no earlier than the Tuesday prior to each Festival. Street closures for load in, load out, set up and delivery are allowed starting on Friday at 3:00 a.m. Arts Festival activities within the Use Area shall terminate by 6:00 p.m. on Sunday. Main Street shall reopen to parking and traffic by midnight (12 a.m.) on Monday. Park City and KAC shall consider expanded or reduced hours based on performance and feedback from the Historic Park City Alliance (HPCA), City Council, and the Public as part of the consideration of annual Supplemental Plans.

2.3 Location. The event will be held on Historic Main Street. Park City shall consider expanded venue areas based on performance and feedback from the HPCA, City Council, and the Public as part of the consideration of the annual Supplemental Plans.

2.4 Expanded Marketing. Expanded Marketing, Media, Cross Promotional, and Public Relations activity is required and shall be further defined in Section D.9.2.

2.5 Additional Conditions of Approval. The following apply unless specifically modified by Supplemental Plans:

1. KAC at its cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided.
2. A Fire Lane approved by the Fire Marshall will be maintained to provide access across Heber Avenue and Main Street at all times of festival operation. The City shall provide signage to indicate closures and detour options.
3. KAC must obtain Relief from Noise Restrictions (6-3-11), as amended, for any noise impacts caused from the set-up, event or breakdown activities on any given day of the event.
4. KAC shall comply with all UDABC regulations and obtain applicable approvals for beer garden area(s) and all other areas of compliance.
5. KAC shall meet with the Park City Special Events and Park City Police Departments to create a security plan that will ensure the health, safety, and wellness of all staff, vendors, and visitors is maintained, as approved by the Chief of Police or their designee. The cost of additional, private security is the responsibility of the KAC.
6. KAC will submit a base operational plan, site plan and sign plan outlining placement of no less than 80% of the Arts Festival. This will be used as the Approved Operational Arts Festival Footprint. All plans for tents, stages, and other temporary structures and activities shall be submitted to the Building Department and Special Events Department for review. Any changes to the Approved Operational Arts Festival Footprint must be submitted according to the Supplemental Timeline outlined in sections 1.2 and 2.1.
7. As part of the annual Special Event Permit, the KAC shall provide Utah State Tax Commission and the City Representative a list of all participating vendors containing the following information: Name, address and contact information, Utah State Tax Identification

number. KAC shall also provide a list of all participating not-for-profit organizations. Consistent with section 4-2 of the Municipal Code, concessions directly related to the event do not require a regular business license. The Utah State Tax Commission does require a Temporary Special Events Sales Tax License. Utah State Tax Commission will provide each vendor with a Utah State Tax ID Number. KAC shall require all participating vendors to provide and display their Special Event Permit provided by the State of Utah Tax Commission.

8. Nothing herein shall limit the use of Coalition Park by non-vendors in accordance with the Art in the Park Ordinance PCMC § 4-3A-7, as amended.

9. KAC shall annually review the vendor list to ensure the participants reflect the integrity of the Arts Festival's purpose and mission and limit sales of mass-produced goods.

10. KAC shall return to Council no later than the first meeting in November each year to conduct a debrief of the Arts Festival.

3. Grant of Lease. Park City hereby grants to KAC and its designees and assigns, and KAC hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described in Exhibit A along with the use of all available utilities, services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and KAC with respect to the Use Areas is that of landlord and tenant and may be further defined by Lease Agreement. However, the Lease Agreements shall not conflict with this Agreement or any Exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and KAC hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "as is."

4. Non-Exclusive Use; Right to License. The Use Areas are public rights of way and KAC has Non-Exclusive Use as granted herein. During Arts Festival Hours, KAC shall have the exclusive right to jury, select and authorize Arts Festival vendors pursuant to KAC's internal guidelines and contracts. Otherwise, no right to exclude is hereby granted except as may be required by applicable law (UDABC alcohol areas). Businesses adjacent to and within the Use Areas shall remain eligible for outdoor/sidewalk sales as otherwise provided for in the Municipal Code.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and KAC shall cooperate to arrange times that KAC and its designees may have non-exclusive access to the Use Areas prior to the Use Periods defined in section B for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for planning and preparatory functions

and advance preparations for and (if necessary) advance construction of certain Temporary Improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use Periods defined in section B, KAC will not use, operate or maintain the Use Areas improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. KAC is granted use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Section B 2.1 and B 2.2 in this agreement; including for the moving in and out, and the construction, erection and staging of decorations, trash, recycling and other temporary facilities and installations and other Temporary Improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Arts Festival; for advertising, marketing and promotion; and for any other purpose related to the Arts Festival.

4.4 Restoration. KAC shall return the Use Areas to Park City at the conclusion of their respective Use Periods as listed in section B, in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, KAC shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. KAC shall be solely responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Special Event License. The City hereby finds the Arts Festival to comply with the Municipal Code of Park City Section 4A. Upon execution of this Agreement, Park City shall issue to KAC a Special Event Permit that covers all activities of KAC described in this Agreement that may require such a license. Approval of Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval, and all other required permits, approvals, variances, etc. that may be encompassed by the Special Event License for each Arts Festival. The City will not issue New Special Festival Permits during the dates of the festival until the KAC has provided a recommendation on the effects other events may have on the festival. The Park City Council and Special Events Department will take into consideration the recommendations of the KAC in their decision to either approve or deny any other New event applications. KAC shall cooperate and coordinate impacts with other events which are held according to the 2023 event calendar.

5.3 Permits and Licenses Issued by Other Governmental Authorities.

KAC shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses, and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to KAC's use of the Use Areas during the Use Periods. Park City shall support and cooperate with KAC in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize KAC to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events Department shall support and cooperate with KAC in obtaining permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist KAC in hosting and staging the operations of the Arts Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. Park City will provide the following City Services to KAC at no cost after KAC meets all financial obligations as outlined in Section E of this agreement:

- 1.** KAC shall be entitled to a waiver of the following fees and not to exceed \$180,000 annually:
 - a. Special Event Application Fee (estimated at \$1,038)
 - b. Building Permit fee and inspection fees for all tents and temporary structures (estimated at \$1,900)
 - c. Removal of Parking on Main Street, Swede Alley, Bob Wells Plaza, Flagpole Parking Lot, Upper Level of China Bridge, Lower Level of China Bridge and Brew Pub Parking Lot for operations and artist parking (estimated cost \$46,000)
 - d. Transit Department fees (labor and operational costs (estimated at \$25,000). All extended service must be part of existing transit routes and be deemed necessary by Park City Transportation Department. KAC to be involved in these discussions if additional resources are deemed necessary.
 - e. Building Maintenance for items such as additional restroom cleanings (estimated at \$3,000).
 - f. Parks Department for street banner installation (does not include banner costs) estimated at \$3,000.
 - f. Street and sidewalk cleaning, as well as trash can

- placement (estimated at \$2,000)
- i. Enhanced Police patrols as determined necessary by the Park City Police Department. KAC to be involved in these discussions if additional resources are deemed necessary. (estimated at \$55,000 or the equivalent of 735 hours).
- j. Mobile Command Trailer (estimated at \$450)
- k. Barricades and VMS boards are required to mitigate traffic. KAC may be required to obtain additional barricades for the operations of the Festival. (estimated at \$13,000).
- l. City Security Service Provider for Bollard, Taxi, Residential and Pedestrian Management. This is estimated at \$20,000.
- m. Cost for additional dumpsters and dumps for City containers is estimated at \$2,000.
- n. Community Outreach and Engagement including impact notices and boots-on-the-ground outreach estimated at \$2,000.
- m Park City to update and continue existing terms of Dining Deck agreement through the term of this Agreement.

6.2 Additional City Services and Work Order Process. KAC may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Arts Festival. KAC may request services from Park City in addition to Basic City Services under this agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If such adjustments require Park City to provide services that exceed one hundred and eighty thousand dollars (\$180,000), then the two parties will meet to negotiate an amendment to this agreement to address the payment of these additional costs.

6.3 City Services Financials.

1. Park City agrees to keep accurate books and records of expenditures related to City Services provided to the Arts Festival. Park City shall provide these financial City Services for the Council debrief annually. KAC or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.
2. All anticipated City Service Fees and City related expenses must be included in the Supplemental Plan and provided to KAC for review by the first Friday in June of each year. The City shall inform KAC of any relevant proposed fee schedule amendments as part of the annual budget process.

6.4 Event Survey. KAC shall work together to conduct a limited survey of

festival attendees geared at measuring benefits to the local community. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties. KAC will be responsible for any costs to complete this survey.

7. City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one full-time employee to serve as its “City Representative” for the Arts Festival, who shall be the operational liaison between Park City and KAC and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at KAC’s request, access to and street closure(s) (if applicable) of the Use Areas is provided to KAC upon commencement of the Use Periods, (c) serve as Park City’s representative for the services of any Park City personnel provided pursuant to this agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by KAC, which such approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this agreement shall be borne solely by Park City. The Management Representative shall, if requested by KAC, assist KAC with the formation of a logistics coordination team.

7.3 Management Meetings. The Event Representatives and Manager shall meet to review Arts Festival operation, Supplemental Plan and terms of this Agreement. Any changes to this Agreement or Supplemental Plan shall be approved by City Council by June 30th.

8. Parking and Transportation.

8.1 Transportation Plans. KAC, with coordination from PCMC, shall develop and implement plans for traffic control around Main Street, as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings and any enhanced transit service to off-site shuttle lots. Park City shall modify and as necessary expand the public City Transit service, to be included in Park City’s Basic City Services, to meet the increased public demand during the Arts Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Arts Festival. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by the paragraph are intended as an enhancement to Park City’s public transportation to meet the needs of the public during the Use Periods and are not to be construed as the

provision of “charter” services.

8.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans to mitigate the negative impacts of traffic as part of the Supplemental Plans, Park City and KAC both agree to support and cooperate with one another when both Parties agree to close all or a portion of Main Street for pedestrian use only.

8.3 Parking Areas. Park City shall make available to KAC for exclusive use for vendor/artist parking and operations of the Festival the Flagpole, Bob Wells, Brew Pub, Swede Alley Surface, and Top Level of China Bridge. The City will use half of the North Marsac Parking lot for City operations, in accordance with Exhibit A. The City and KAC will work together to ensure that access for ADA parking is maintained, or increased and parking for post office patrons is made available. All other City-owned parking areas are non-exclusive and open to the public, and time restrictions or and fees apply.

D. KAC SERVICES.

9. KAC Obligations. As consideration for the City support herein, KAC agrees to the following:

1. Annual Review(s) – KAC agrees to:
 - a. Approval of supplemental plan & review of the specific operational plan
 - b. Debrief of Arts Festival - is Arts Festival being operated consistently with a service contract and Council goals?
 - c. Arts Festival Profit & Loss information and business plan made available to City Hall upon request. KAC will have up to 10 businesses to fulfill requests.
 - d. Economic Impact study on the festival to the local economy.
2. Demonstrated & Measurable success – The following performance measures will be considered as part of the annual Supplemental Plans:
 - a. Attendance – average attendance targets shall be established and verified annually by staff and KAC to monitor the growth of the event.
 - b. Traffic impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. This will include the addition of a bike valet located near the event. Work with Park City to track alternative forms of transportation to the event as an absolute number and a percentage of event attendees.

c. Reduced impacts to local business – KAC shall present a variety of promotional opportunities for local businesses and HPCA members to participate in. KAC will summarize efforts and participation in a report to the City at the annual review.

d. Community support – KAC shall report at the annual review, the year-round efforts to support the community at large, non-profits, and Park City youth art programs. Additionally, KAC shall maintain a local artist program with a minimum of 10 artists from the Wasatch Back, an emerging artist program, a culinary program to support local restaurants and food vendors with diverse cultural backgrounds, continue to offer free Friday local's nights to Summit County residents and Main Street employees, grant supported free wristbands for underserved community members and youth, and continuing to translate signage into Spanish and considering other translations.

e. Environmental impacts – KAC will work with Park City on the reduction of the Arts Festival's carbon footprint, which will include:

- Identify a position that will oversee managing waste for day-of contact and support.
- Track waste diversion rate for trash, recycling, and glass. Provide a plan to increase and report on the diversion rate annually.
- Recycling is required for all event areas. All trash cans must also have recycling containers.
- Create a plan to increase annually the use of reusable or recyclable event materials (banners, signage, brochures, etc.).
- Eliminate single-use plastic bags and use of Styrofoam (KAC to recommend recyclable bags/packageaging for all artists and vendors).
- Enforce No idling policy for vendors, staff, and attendees. Include contact person who will oversee this enforcement.

3. Limitation on use of funds – KAC shall provide Profit & Loss reports at

the annual review that will outline the use of funds tied directly to operation, expansion of the programming and promotion of the festival.

9.1 Park City, Main Street Venue. Park City's Main Street shall be recognized as the venue of the Arts Festival.

9.2 Marketing and Public Relations; Press Releases and Promotional Materials. KAC shall include a reference to "Historic Main Street, Park City, Utah" in all press releases made; and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the Historic Main Street Business Alliance promoting the City generally. KAC agrees to aggressively market to local residents to attend the Arts Festival and utilize alternative modes of transportation by using the following mechanisms:

1. www.kimballartcenter.org;
2. On-site event promotions; and
3. Weekly radio and TV spots; and
4. Weekly email blast and social media updates

9.3 Cooperation with Chamber Bureau and Business Associations. KAC and Park City Shall use the best reasonable efforts to coordinate with Park City Chamber Bureau, Historic Main Street Business Alliance, Park City Restaurant Association, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

E. FINANCIAL

10. Service Contract. KAC hereby agrees to make an annual cash payment of \$10,000 towards City Services as outlined in section 6.1:

10.1 KAC agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. KAC agrees to turn in all Profit & Loss statements, updated business plans, and other similar financial information as otherwise requested by the City by the first Friday in November of each year of this Agreement.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

11.1 Indemnity. Each party (each an "Indemnifying Party") shall indemnify and hold the other party and its affiliates, together with their respective agents, employees, officers, members, directors, trustees and other representatives (the

"Indemnified Parties") 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 (collectively, the "Claims"), brought against the Indemnified Parties arising out of, in connection with, or incident to the Indemnifying Party's gross negligence or willful misconduct and/or the Indemnifying Party's defective performance or failure to perform any material aspect of this Agreement; provided, however, that if such Claims are caused by or result from the concurrent negligence of the parties, their agents, employees, and officers, this indemnity provision shall be valid and enforceable against a party only to the extent of the negligence of that party; and provided further, that nothing herein shall require either party to hold harmless or defend the other party, its agents, employees and/or officers from any Claims arising from the sole negligence of the other party, its agents, employees, and/or officers. KAC expressly agrees that the indemnification provided herein constitutes KAC'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 KAC claims or recovers compensation from the City for a loss or injury that KAC 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. Nothing herein shall waive any provision, defense or limitation of the Utah Government Immunity Act.

11.2 Waiver of Claims Against Park City. Except as provided for in Section 11.1 (Indemnity) above, KAC shall not make any claim against Park City or its officers, employees and agents with respect to any liability incurred by KAC to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the Arts Festival.,

12. Insurance.

12.1 Insurance. KAC shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

(a) Workers' compensation insurance for KAC employees, including statutorily required limits and other requirements of law. Workers Compensation Insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limit of at least One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) for each employee for injury by disease.

(b) All employee benefit programs and overages required under ERISA, unemployment insurance, and any other insurance required by state or federal laws.

12.2 KAC Liability Insurance. Prior to the commencement of any activity in Park City under this Agreement, KAC shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following

coverage, whether by separate policies or by endorsement:

- (a) General Liability insurance written on an occurrence basis with limits no less than Two Million dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate for personal injury, bodily injury, and property damage. Kimball Art Center shall increase the limits of such insurance to at least the amount of the Limitation of Judgements 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 R34-4-3.
- (b) Liquor Liability Coverage of One Million dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate;
- (c) Proof of Workers Comp. with statutory limits as noted in section 12.1(a) – Park City does not have to be named as additionally insured, but Kimball Art Center must show proof;
- (d) Auto Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) for 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 the loading or unloading of a covered vehicle;
- (e) KAC shall require any hired security company to provide a policy of liability insurance and name KAC and Park City as the named insured on the policy with limits set forth in 12.2(1)(a)(b), and 12.2(a), 12.2(c) and 12.2(d).

12.3 Additional Requirements. The insurance provided by KAC pursuant to Section 12.2:

- (a.) Park City Municipal Corporation, and Park City Mountain Resort, 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.
- (b.) Should any of the above-described policies be canceled 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.
- (c.) The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (d.) 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 in excess of the Service Provider's insurance and shall not contribute with it.

12.4 Park City Liability. Nothing herein shall waive any provision, defense or limitation of the Utah Government Immunity Act.

12.5 All requirements and obligations set forth in paragraphs 11 and 12 above shall apply to Supplemental Plans, Existing Supplemental Plans, and any Amendments or Addenda to this Agreement.

G. MISCELLANEOUS.

13. License for Use of KAC Marks. KAC grants to Park City a license to use KAC's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to KAC approval and to restrictions prohibiting any commercial use of such marks.

14. License of Park City of Utah Logo, Name and Marks. Park City hereby grants KAC a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Arts Festival, (b) providing map and way finding information, and (c) advertising or promoting the Arts Festival; but specifically excluding the Park City Olympic logo and any license for the sale of any novelties or merchandise.

15. Photography and Broadcast Rights. KAC shall have the non-exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. KAC shall have the non-exclusive right to record, to broadcast, and to permit media coverage of KAC's activities in Park City with a Film Permit.

16. Sponsorships. KAC shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the Arts Festival and events staged or conducted by KAC in the Use Areas.

17. Representations and Warranties.

17.1 Representations and Warranties of KAC. KAC hereby represents and warrants that (a) KAC is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) KAC has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the

execution of this Agreement by KAC and the performance by KAC of its obligations hereunder have been duly authorized by all necessary corporate action, and (d) this Agreement has been duly executed and delivered by KAC and is a valid and binding obligation of KAC.

17.2 Representations and Warranties of Park City. Park City hereby represents and warrants to KAC that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

18. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

19. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and KAC's Manager or other person designated by KAC as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and KAC's Managing Director. Either Party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either Party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the Arts Festival. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the Parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both Parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each Party shall select

one (1) mediator and the two mediators shall select a third mediator. Each Party shall bear the cost of the mediator chosen by that Party and the Parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

20. Other Miscellaneous Terms.

20.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

20.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

20.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

20.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

20.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

20.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

20.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior

agreements between the parties relating to all or part of the subject matter herein.

20.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and KAC and there are no third party beneficiaries to this Agreement.

20.9 Notice. Unless otherwise specified herein, all Notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid.

If to Park City:

Special Event Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5188
Jenny.diersen@parkcity.org

With copies to:

City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480

If to KAC:

Aldy Milliken
Executive Director
P.O. Box 1478

1401 Kearns Blvd
Park City, UT 84060

20.10 Reserved Police Power. The City expressly reserves and KAC expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

20.11 Nondiscrimination.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, KAC will not discriminate against any employee or applicant for employment on the grounds of race, religion, color, national origin, sex, pregnancy, childbirth, pregnancy-related conditions, marital status, age, if the individual is 40 years of age or older; sexual orientation, gender identity, genetic information, military status, disability 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. KAC 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. KAC will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, color, national origin, sex, pregnancy, childbirth, pregnancy-related conditions, marital status, age, if the individual is 40 years of age or older; sexual orientation, gender identity, genetic information, military status, disability or the presence of any sensory, mental or physical handicap.

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

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

PARK CITY MUNICIPAL CORP

KIMBALL ART CENTER

Nann Worel, Mayor

Aldy Milliken, Executive Director

Approved as to Form:

Margaret Plane, City Attorney

Attest:

City Recorder

Kimball Art Center, a Utah Non-Profit Corporation

By: _____

Printed Name:

Title: _____

STATE OF _____)

COUNTY OF _____)

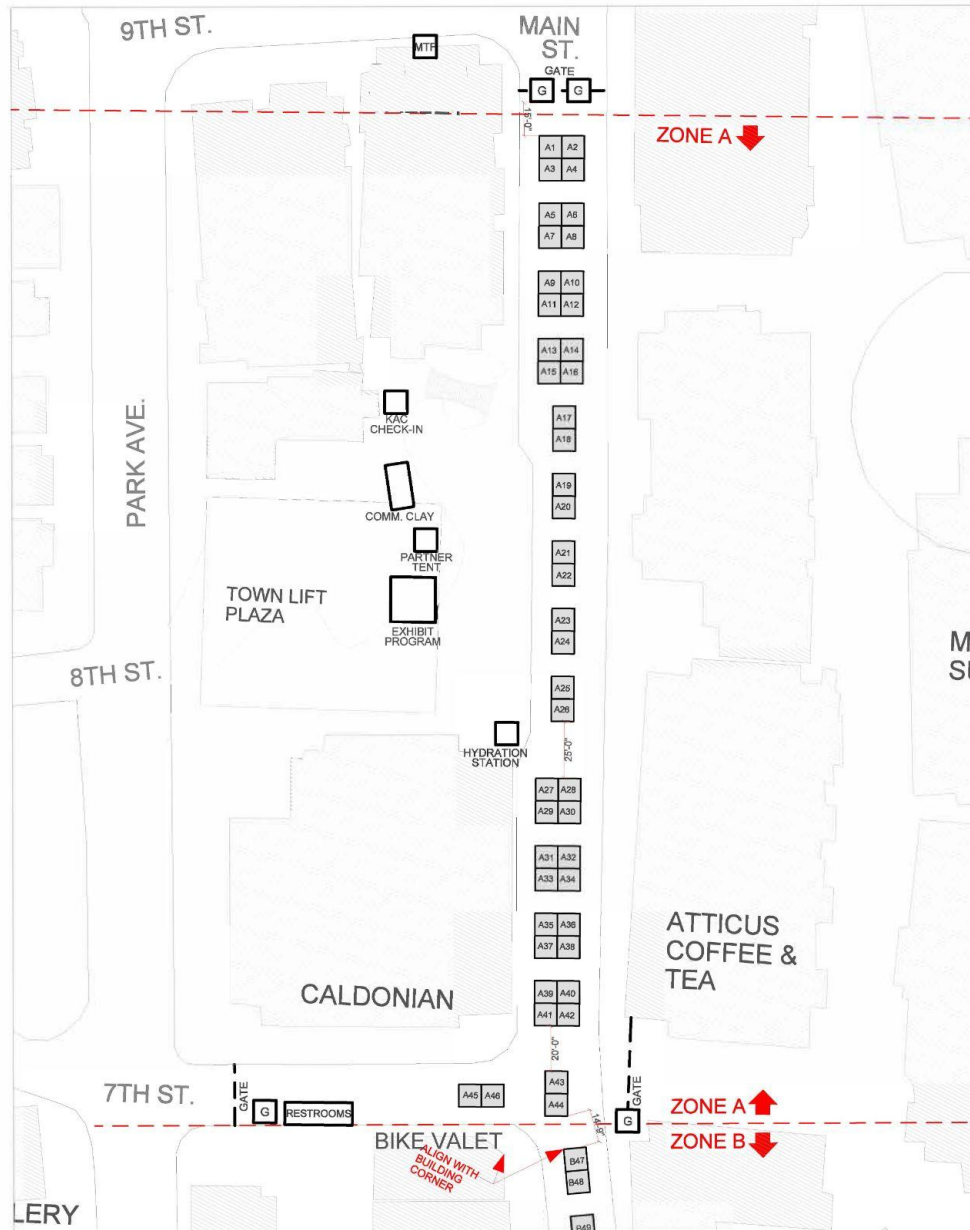
On this ____ day of _____, 2023, Aldy Milliken personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Executive Director of the Kimball Art Center, a Utah non-profit corporation, and that said the document was signed by him on behalf of the said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he acknowledged to me that he/she executed the Special Event City Services License.

Notary Public

Exhibit A – Kimball Art Center / Kimball Art Festival Use Areas

DRAFT

Exhibit A: Park City Kimball Arts Festival Site Plan 2023



NOTE ALL BOOTHS TO BE
SPACED AT 10' APART, TYP.
UNLESS OTHERWISE NOTED

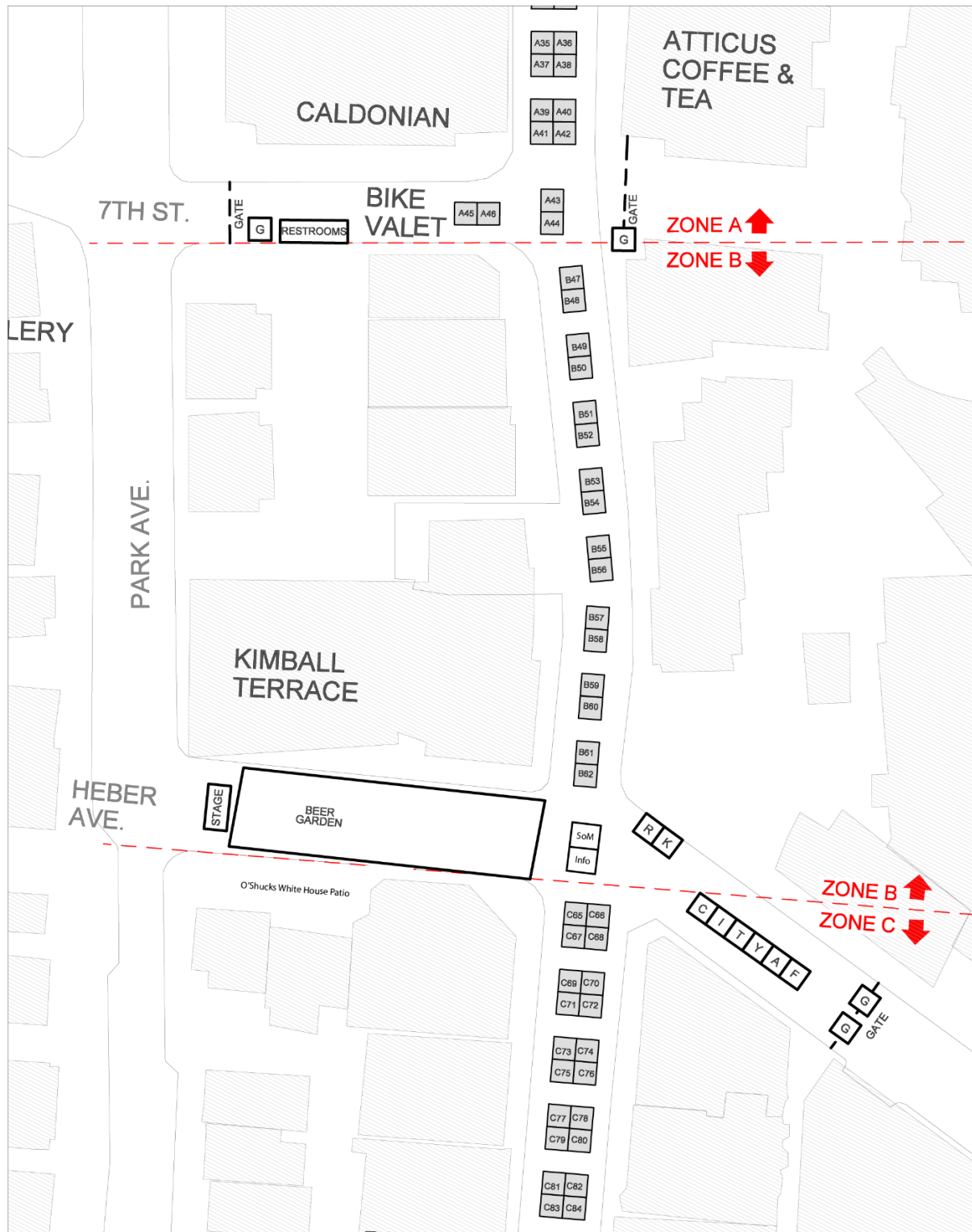
MAIN STREET - ZONE A

2022 PARK CITY KIMBALL ARTS FESTIVAL
OPERATIONS MAP

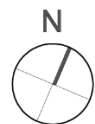


SCALE: 1" = 60'-0"

Note: festival map is drawn presuming base site plan
provided by Park City Planning Department is accurate

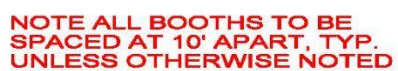


MAIN STREET - ZONE B
2022 PARK CITY KIMBALL ARTS FESTIVAL

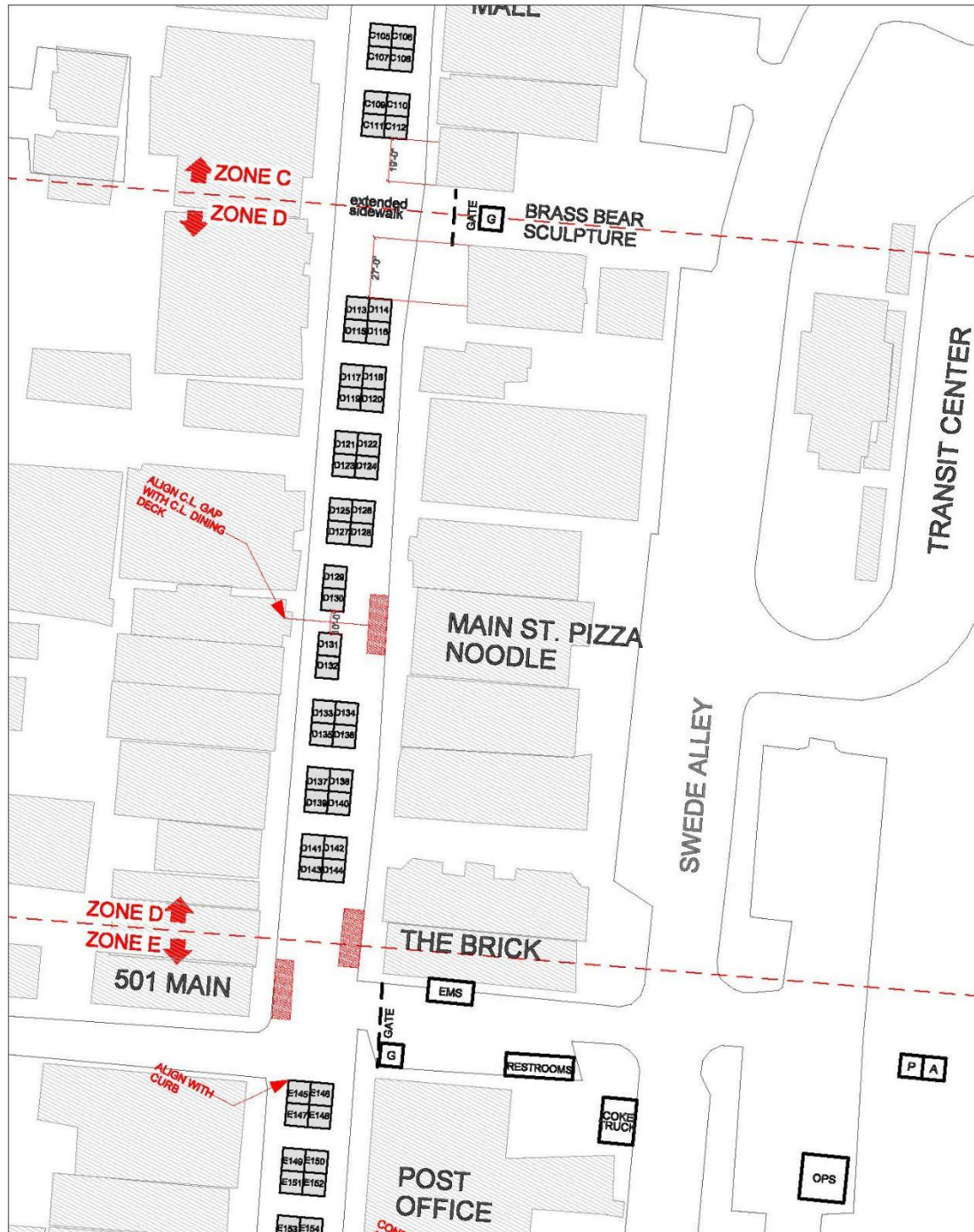


SCALE: 1" = 60'-0"

Note: festival map is drawn presuming base site plan provided by Park City Planning Department is accurate

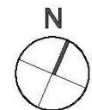


SCALE: 1' = 60'-0"

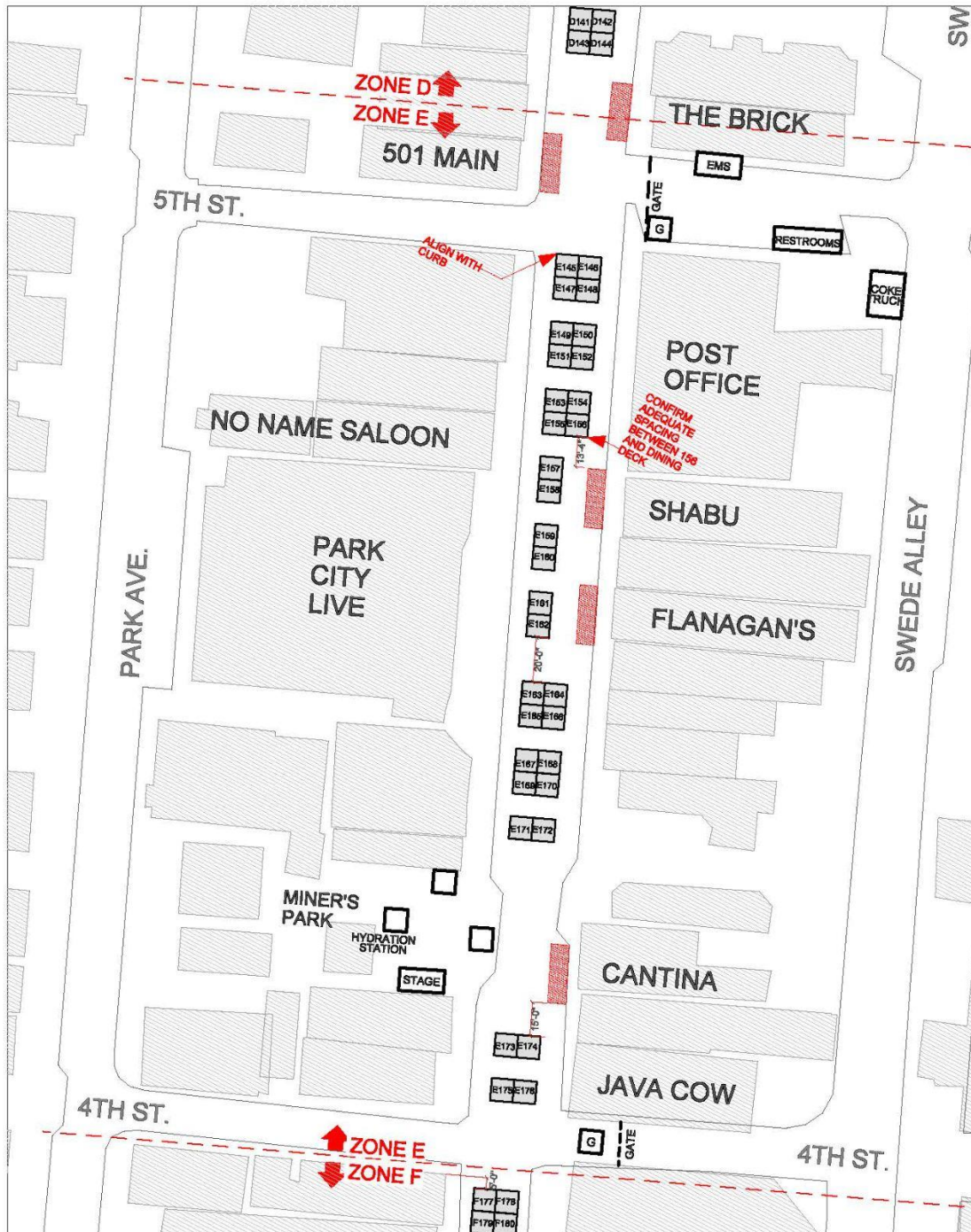


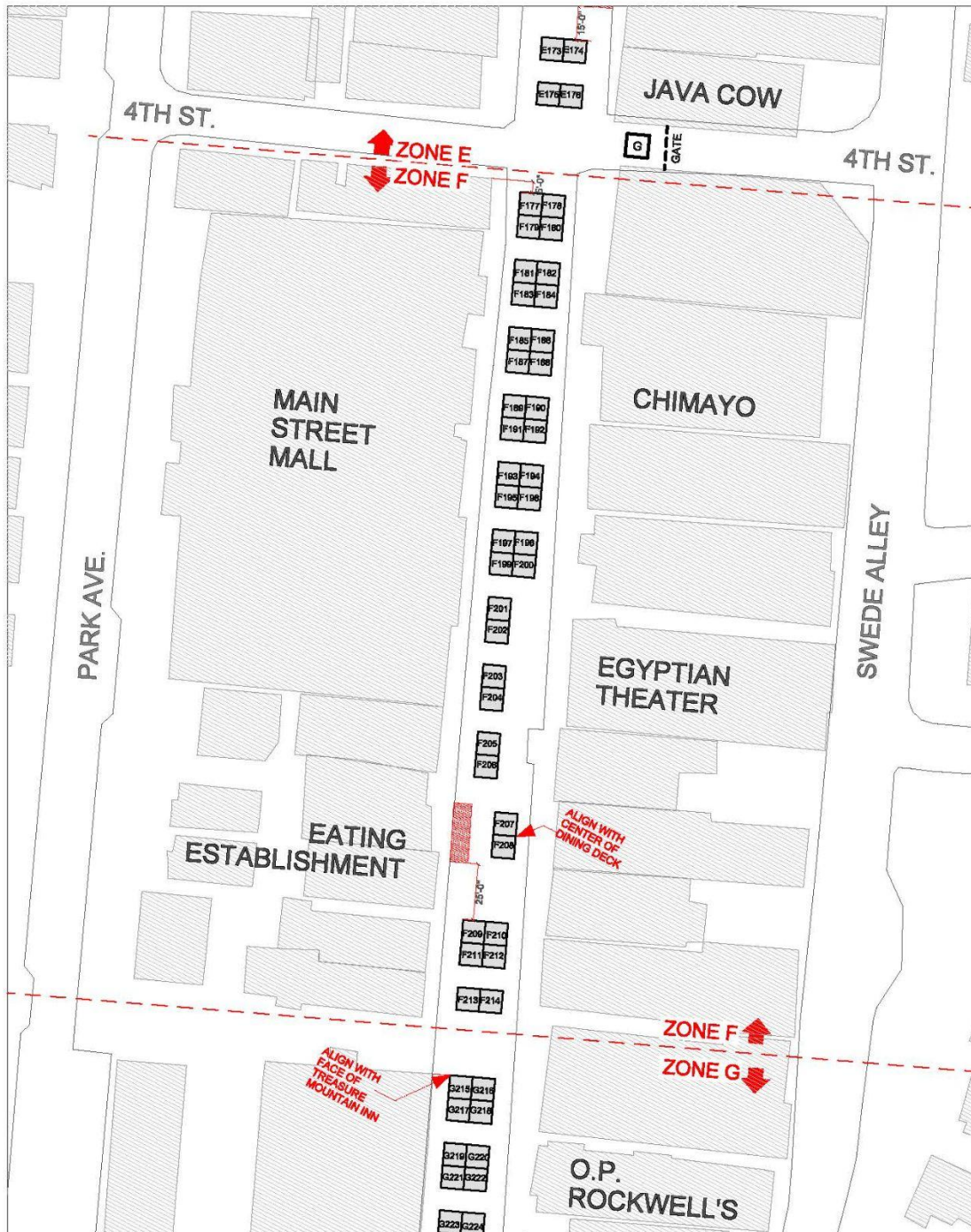
NOTE ALL BOOTHS TO BE
SPACED AT 10' APART, TYP.
UNLESS OTHERWISE NOTED

MAIN STREET - ZONE D
2022 PARK CITY KIMBALL ARTS FESTIVAL



SCALE: 1" = 60'-0"



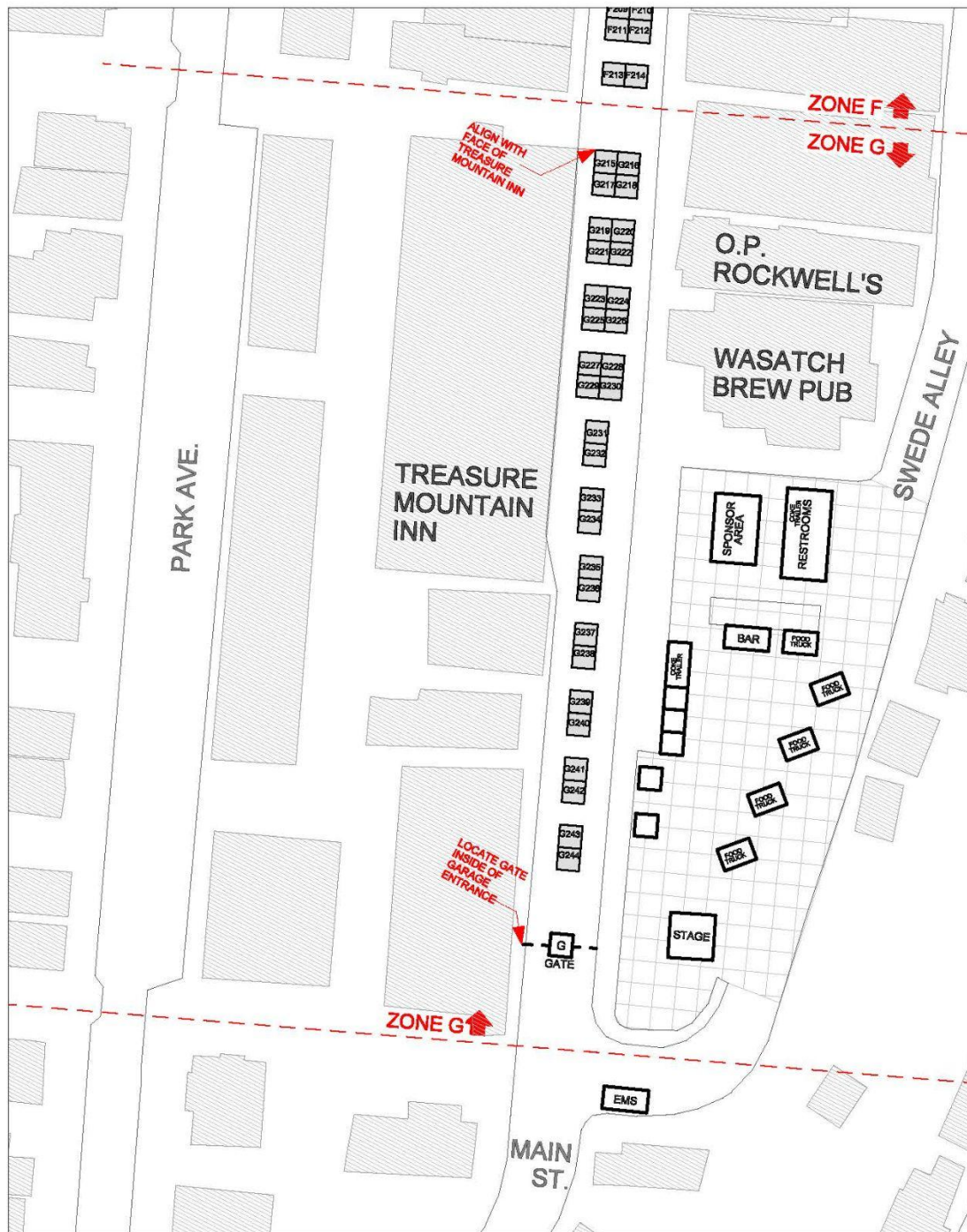


NOTE ALL BOOTHS TO BE
SPACED AT 10' APART, TYP.
UNLESS OTHERWISE NOTED

MAIN STREET - ZONE F
2022 PARK CITY KIMBALL ARTS FESTIVAL



SCALE: 1' = 60'-0"



NOTE ALL BOOTHS TO BE
SPACED AT 10' APART, TYP.
UNLESS OTHERWISE NOTED

MAIN STREET - ZONE G
2022 PARK CITY KIMBALL ARTS FESTIVAL



SCALE: 1" = 60'-0"

Exhibit B KAC Economic and City Service Fee Summary 2018 to 2023					
Item	2018	2019	2021	2022	2023 Estimate
Contract Term	5 year + 2, 1 year extensions (2017 to 2023, no event in 2020 due to pandemic)				
Number of Days	3	3	3	3	3
Attendance					
Total Attendance	49,921	53,550	26,853	29,059	TBD
Locals Tickets	4,286	7,145	4,576	6,385	TBD
Top State Attendance	Utah	Utah	Utah	Utah	TBD
Top 4 States Attendance	California, Texas, Flordia, Arizona	California, Texas, Florida, Arizona	California, Texas, Florida, Arizona	Texas, California, Florida, Arizona	TBD
Economic Impact					
Overall Economic Impact	\$23,314,237	\$26,366,146	\$14,079,909	\$23,282,294	TBD
Estimated Park City Taxes	\$233,142	\$263,661	\$267,518	\$442,363	TBD
Average Spending Per Person	\$915	\$492	\$1,521	\$1,208	TBD
Number of Artists					
Total Artist Represented	227	218	191	184	TBD
Wasatch Back	NA	NA	17	14	TBD
In State	52	NA	29	34	TBD
Out of State	175	NA	145	150	TBD
Sustainability Measures					
Recycled/Composted	NA	NA	12,112 lbs	965 lbs	TBD
Transportation Measures					
Bike Valet Total	NA	NA	NA	450	TBD
Parking Rate	\$5/hr, max \$18	\$5/hr, max \$18	\$5/hr, max \$18	\$7/hr, max \$30 from 10:00 to 4:00 p.m.	\$8/hr, max \$35
Parking Occupancy	85% or higher	85% or higher	85% or higher	85% or higher	TBD
Transit Ridership	35,765	34,426	21,280	29,059	TBD
Fees and Costs					
Annually Fees Waived Up To	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000
Actual Fees	\$148,288	\$152,552	\$149,095	\$81,270	TBD
Fees Paid to City Annually	\$10,000	\$10,000	\$10,000	\$10,000	TBD
*Attendance fluctuates based on better data and calculations. KAC does not believe attendance has gone down.					
Detailed Fees					
Special Event Application Fee	\$160	\$640	\$640	\$640	\$1,038
Fire & Building Permit	\$203	\$203	\$218	\$218	\$1,900
Parking Services - Removal of Parking	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Parking Services - Parking Spaces	\$0	\$0	\$0	\$0	\$36,000
Building Maintenance	\$1,500	\$1,500	\$1,500	\$1,500	\$3,000
Transit Operations	\$70,000	\$72,473	\$72,473	\$21,987	\$25,000
Banner Installation	\$800	\$800	\$5,300	\$5,300	\$3,000
Public Safety - Police	\$62,625	\$66,937	\$55,963	\$38,625	\$55,000
Mobile Command	\$0	\$0	\$0	\$0	\$450
Equipment & VMS	\$3,000	\$0	\$3,000	\$3,000	\$13,000
Kane Security	\$0	\$0	\$0	\$0	\$20,000
Trash & Recycling Services	\$0	\$0	\$0	\$0	\$2,000
Community Engagement & Outreach	\$0	\$0	\$0	\$0	\$2,000
Total	\$148,288	\$152,553	\$149,094	\$81,270	\$172,388

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section: OLD BUSINESS

Subject:

Discuss Park City Cooperative Preschool Closure and Procurement for a Childcare Space

Suggested Action:

Attachments:

[Park City Cooperative Preschool and Childcare Facility Lease Staff Report](#)

[Exhibit A: Park City Cooperative Preschool Letter](#)

[Exhibit B: Draft Property Lease Termination](#)



City Council Staff Report

Subject: Property Lease at Park City Library - Park City Cooperative
Preschool & A Childcare Facility
Author: Jenny Diersen
Department: Special Events
Date: May 25, 2023
Type of Item: Administrative

Summary Recommendation

Consider a request from the Park City Cooperative Preschool (PCCP) to terminate their lease on June 2, 2023 (**Exhibit A & B**). The termination request includes a PCCP request to prorate their rent to June and stop future payments. Additionally, PCCP proposes to donate any remaining funds from the closure of their organization to local childcare scholarships and intends to donate tenant improvements and furnishings to the City for a future childcare provider.

As a result of the lease termination and given the conversations about the need to expand affordable childcare options, we seek Council direction to continue to pursue a childcare facility in the existing space.

Background

The PCCP has been in the Park City Library since the 90s, and its organizational structure is unique in requiring parent volunteers as part of the co-op program. PCCP indicated that the model no longer works for a variety of reasons; in many households, both parents work, don't have time, or don't want to volunteer, and families need more than half-day care. In addition, the pandemic exacerbated these issues, and PCCP decided that the parent-directed model no longer works. [PCCP's current lease](#) commenced on July 1, 2021, and expires on June 30, 2027, leaving approximately 4 years left in the lease.

In February 2022, PCCP conducted a biannual check-in with Council Liaisons. At that time, PCCP discussed finding a full-time half-day teacher and offering extended care two days a week. We also discussed additional full-daycare partnerships, and a future summer day camp partnership, and provided introductions to the Park City Community Foundation and Park City Tots for collaboration, problem-solving, and resources to increase enrollment.

Analysis

I. Early Lease Termination.

We received notice that PCCP intends to close (**Exhibit A**). Based on the closure, PCCP requests an early termination of its lease, including:

- Lease Period: Terminate lease as of June 2, 2023. There are roughly four years left in the current lease;

- Rent Rate: PCCP has paid rent throughout the year (see below in rent analysis) and requested prorated rent to June 2, 2023, which is a nominal fee (\$70). We recommend accepting PCCP's May 2023 payment as their last. We understand that, after paying teachers, PCCP will donate the remaining year-end organization's balance to support community childcare (estimated \$45,000 to \$55,000). In other words, PCCP can prioritize a donation in lieu of any additional rent;
- Childcare: PCCP notified families. We do not recommend future accommodation of current PCCP students as a condition to accept early termination. However, we recommend a new tenant include prioritizing PCCP students from the 2023 school year and PCMC employees as a part of their proposals (additional information below in proposed RFP terms); and
- PCCP Furnishings & Supplies: PCCP would like to turn over its furnishings and supplies to the City to be utilized by a future early childcare provider.

We recommend accepting PCCP's request for early lease termination, including May as final payment, and a donation, furnishings, and supplies as noted above.

II. New Request for Proposals.

With the announcement of the PCCP closure, we anticipate the City Council may consider an RFP to procure a new early childcare provider. Importantly, we are told that childcare licensing takes anywhere from four to six weeks. If desired, we can expedite the RFP but it may not result in an open childcare facility at the Library before the 2023-2024 school year. Based on the current facility, we estimate a new facility may be able to accept up to 20 children.

Based on the Work Session report regarding Childcare from May 11, 2023 ([report](#) p. 5 / minutes not yet published), we recommend Council considers the following RFP terms:

- Lease Period: A one-year lease, with a four-year Council-approved extension after a first-year review. We recommend an additional five-year renewal at the City's option (after 2028), subject to a specified rent evaluation/increase (the lease would end in 2033 if renewed).
- Rent: Proposer to submit a rental proposal. The City will consider waiving rent partially or entirely in exchange for other consideration or community benefits, including but not limited to priority for any displaced Park City Cooperative Preschool students, PCMC employees, and families from within Park City limits. We also recommend that the Council require any respondent to have Family, Friend, and Neighbor (FFN) Childcare provider approval. This includes Department of Workforce Services (DWS) Childcare Approval from the Department of Health, Childcare Licensing (CCL), and acceptance of DWS subsidy payments.
- Hours of Business: Prioritize a respondent that offers early childhood education and daycare between the hours of 7:30 a.m. and 5:30 p.m.
- Furnishings: If Council accepts PCCP's furnishings and supplies, we recommend including in any future [furnished] rental to offer a turn-key operation. The Council should provide direction on whether replacement is covered in the new lease or just a one-time furnishing for the life of the existing personal property.

- Miscellaneous: Resources at Park City Library can enhance a child's experience. For example, access to Library programming, such as Story Time at the Park City Library, and exclusive use of the Playground space for extended care throughout the day.

Rent Analysis

Based on external verification with local commercial real estate agents, rents in Park City increased significantly over the past six years—anywhere from 30-60% depending on the area of town. Specifically, rents on Main Street in some places went up 50%. For example, what was \$30-\$45/SF, is now \$65/SF for the retail level and \$45/SF for the upper and lower levels. In Prospector, first-floor office rents are around \$22-24/SF, and second-floor office space rents are around \$19-22/SF. We estimate rents for the second story of the library are \$20/SF +/- \$5. When generally reflected against the current 6.3% CPI, keeping rent rates below market value helps protect against volatile shifts in the market, allowing them to keep their tuition costs down and enable fair compensation to employees. We view the current rent, \$20/SF, as just below the market considering:

- 3rd floor of a public building
- Nonexclusive access to restrooms
- Limited exclusive use of the playground
- Shared parking

Current PC Coop Lease 2% Increase					Amount Paid to City
2021-22	\$24,521.06	0.02	\$490	\$25,011.48	Paid in Full
2022-23	\$25,011.48	0.02	\$500.23	\$25,511.71	Prorate to May - PCCP paid \$23,385 of owed rent as of May 2023.
2023-24	\$25,511.71	0.02	\$510.23	\$26,021.95	<i>pending decision</i>
2024-25	\$26,021.95	0.02	\$520.44	\$26,542.38	<i>pending decision</i>
2025-26	\$26,542.38	0.02	\$530.85	\$27,073.23	<i>pending decision</i>
2026-27	\$27,073.23	0.02	\$541.46	\$27,614.70	<i>pending decision</i>
Childcare/Preschool Space Fair Market Value Rent Analysis					
Space	Size (sq ft)	Type of Use	Fair Market Value	Total Costs	Notes
Entry/Mudroom	160	Exclusive	\$20/sqft	\$3,200	market value
Classroom	1,125	Exclusive	\$20/sqft	\$22,500	market value
Playground		Exclusive	\$18.75/hr	\$3,375	Based on cost of Parks Pavillion Rental in PC Fee Schedule. Resident Half Day fee is \$150/4 = \$18.75 X 180 (UT school year)
Total Market Value				\$29,075	

Utah Code section 10-8-2 requires municipalities to appropriate funds for “corporate

purposes only.” Utah Code §10-8-2(1)(a)(i). Those purposes are, in the judgment of the municipal legislative body, any purpose that “provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city.” Utah Code § 10-8-2(3). Although this section does not explicitly state that a municipality must receive consideration for any disposition of real property—such as a lease—it permits municipalities to sell or lease property only “for the benefit of the municipality . . . if the action is in the public interest and complies with other law.” Utah Code §10-8-2(1)(a)(iii).

Generally, courts have interpreted the statute to require property disposition to be “in good faith and for adequate consideration” because “public property is held in trust for the public.” *Price Dev. Co., L.P. v. Orem City*, 2000 UT 26 (citation cleaned up). “Adequate consideration” means the municipality “must show that there is a clear present benefit that reflects . . . fair market value” for whatever is given by the municipality. *Id.* Before approving a below-market lease to a non-profit entity, the legislative body is required to hold a public hearing.

Proceeding with an RFP to procure a Service Provider to provide early childcare facilities can support community values and benefits, and the continuity of service delivery, including:

1. The tenant area is the purposed-built, surplus property and is not needed to deliver the current or future anticipated library program for the lease term.
2. In the judgment of the municipal legislative body, this lease provides for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of the municipality.
3. The municipality has considered intangible benefits received by the municipality in determining the value received. This includes the value of providing education and childcare to residents of Park City and the Summit County area.
4. The lease of property is necessary and appropriate to accomplish the goals and objectives of the PC Library and City by supporting the community and furthering the Council’s goals of childcare and economic diversification. The lease allows for job creation.
5. A Service Provider dedicated to providing high-quality, affordable, and safe childcare and early education for the residents and workforce of Park City and greater Summit County, Utah.

Funding

Any fees/rent collected would go into the General Fund.

Exhibits

- A Park City Cooperative Preschool Letter
- B Draft Park City Facility License Termination Agreement

Dear Park City Cooperative Preschool families,

I am reluctantly writing to share some news: After 36 years of serving families of greater Park City, the Park City Cooperative Preschool (PCCP – or the Co-op, as it's been affectionately called for decades) will be closing its doors at the end of this school year. Enrollment has been decreasing over the last several years and operating costs have increased. A community institution run by generations of local parents, the Board and I are deeply saddened by this development.

As you are surely aware, the community has changed a great deal since PCCP was founded in 1987: The need for childcare has grown beyond the services of a half-day program, fewer families with young children live in Old Town, and a parent-directed preschool no longer meets the needs of many working families.

But all is not yet lost: We are cautiously optimistic that another local childcare provider that is better situated to serve the Park City area's current childcare landscape will be interested in taking over the space occupied by PCCP. Given the dire shortage of early childhood care in our area, this would turn a heartbreaking situation – the closure of yet another local preschool when we need more, not less – into a timely gain for the community.

I know the Co-op was a special place for you and your child(ren), as it has been for my family, and this news may come as an unwelcome, disappointing surprise. In addition to doing our best to partner with the City for support, please know that we as the Board of directors worked tirelessly this year to do everything in our power to help the Co-op evolve and rise to meet the community's needs, including a pilot program to extend school hours. Closing the preschool was not a decision we took lightly.

Thank you for your support through the years in giving our children opportunities in their earliest years to thrive, learn, and grow in a light-filled classroom – one that will live on in our hearts, memories, and the legacies each of our kids creates each day.

Sincerely,
Anne Evans, Board Chair,
On behalf of the Park City Cooperative Preschool Board

EXHIBIT B: DRAFT - FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION 2021 PROPERTY LEASE

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City” or “Landlord”), and **PARK CITY DEVELOPMENTAL PRESCHOOL, a Utah corporation, DBA PARK CITY COOPERATIVE PRESCHOOL** (hereinafter referred to as “Tenant”) to amend the Park City Municipal Corporation 2021 Property Lease signed and executed by the parties on January 6, 2022, with an effective date of July 1, 2021.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Property Lease on January 6, 2022, with an effective date of July 1, 2021 (hereinafter “Original Agreement”);

WHEREAS, part of the scope of the Original Agreement was for the City (Landlord) to provide the Tenant with space to operate the Park City Cooperative Preschool;

WHEREAS, the term of the Original Agreement is due to end June 30, 2027; and

WHEREAS, the parties desire to amend the Original Agreement to terminate on June 2, 2023, due to the closure of the Park City Cooperative Preschool.

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

1. AMENDMENTS:

- a. **TERM.** The parties hereby agree to an early termination date of June 2, 2023.
- b. **SCOPE OF SERVICE.** The Scope of Services shall be amended as follows:

Section 3. Rent. The City will cease collecting rent as of May 2023 understanding the Tenant will donate any of the non-profit’s remaining outstanding year-end balance to support Park City childcare services and scholarships.

Section 11. Tenant Improvements. Tenant agrees all improvements and personal property listed in Exhibit A to this Addendum shall become the property the City. The Tenant will execute a bill of sale or similar transfer agreement in a form approved by the City Finance Manager for all Tenant Improvements

including furnishings to the City, conditioned upon use by a future preschool or childcare facility.

2. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 33 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
3. **COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
4. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this First Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

TENANT:

Name: **PARK CITY DEVELOPMENTAL
PRESCHOOL, a Utah corporation, DBA PARK
CITY COOPERATIVE PRESCHOOL**

Address: PO Box 683482

City/State/Zip: Park City, Utah 84068

Printed Name

Signature

Title

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

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this day of , 2023, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for **PARK CITY DEVELOPMENTAL PRESCHOOL, a Utah corporation, DBA PARK CITY COOPERATIVE PRESCHOOL**, and acknowledged to me that he/she executed the same for the purposes therein stated.

 Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2023, at _____ (insert State and County here).

Printed name _____

Signature: _____

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Continuation

Agenda Section: NEW BUSINESS

Subject:

Consideration to Continue an Ordinance to Approve the 958 Woodside Avenue Plat Amendment,
Located at 958 Woodside Avenue, Park City, Utah

(A) Public Hearing (B) Continue to a Date Uncertain

Suggested Action:

Attachments:

[958 Woodside Avenue Continuation Report](#)

City Council Staff Report



Subject: 958 Woodside Avenue Plat Amendment
Application: PL-23-05561
Author: Olivia Cvetko
Date: May 25, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Open a public hearing and (II) continue the public hearing on an Ordinance to Approve the 958 Woodside Avenue Plat Amendment to a date uncertain.

Description

Applicant: Richard and Joan Keiser
Location: 958 Woodside Avenue
Zoning District: Historic Residential – 1 (HR-1)
Adjacent Land Uses: Multi-Unit Dwellings and Single-Family Dwellings
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council action¹

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

On April 26, 2023, the Planning Commission reviewed the proposed Plat Amendment. At the request of the Applicant, the Planning Commission voted to continue the item, directing Planning Staff and the Applicant to evaluate and represent the proposal's consistency with surrounding lots ([Staff Report](#); [Meeting Audio](#)).

¹ LMC [§ 15-7.1-2\(B\)](#)

City Council Staff Report



Subject: 1304 Park Avenue Plat Amendment
Application: PL-23-05599
Author: Spencer Cawley, Planner II
Date: May 25, 2023
Type of Item: Administrative – Plat Approval Extension

Recommendation

(I) Review the proposal, (II) hold a public hearing, and (III) consider approving a one-year extension for the 1304 Park Avenue Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in Ordinance No. 2023-26 (Exhibit A).

Description

Applicant: Maria & David Schuelke
Alliance Engineering, Applicant Representative
Extension Project Number: PL-23-05599
Approved Project Number: PL-22-05156
Location: 1304 Park Avenue, a Landmark Historic Structure
Zoning District: Historic Residential – Medium Density
Adjacent Land Uses: Residential
Reason for Review: City Council reviews and approves plat amendment extensions¹

HRM Historic Residential – Medium Density

LMC Land management Code

ROW Right-of-Way

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).



Background

The Single-Family Landmark Historic Structure located at 1304 Park Avenue was constructed in 1885 and on Park City's [Historic Sites Inventory](#). This site was listed on the National Register of Historic Places in 1984 as part of the Park City Mining Boom Era Residences Thematic District.

The northern portion of 1304 Park Avenue was constructed on Block 24 of Snyder's Addition to Park City. This Block was

¹ LMC [§ 15-7.1-6\(C\)\(5\)](#)

recorded without Lots. The southern portion of 1304 Park Avenue was constructed on the 13th Street Right-of-Way (ROW).

On June 13, 2018, at the request of the previous property owner, the Planning Commission reviewed a proposed Plat Amendment for 1304 Park Avenue and forwarded a positive recommendation to City Council. ([Staff Report](#); [Meeting Minutes](#), p. 50). On July 12, 2018, the City Council adopted Ordinance No. [2018-40](#), approving the 1304 Park Avenue Plat Amendment ([Staff Report](#); [Meeting Minutes](#), p. 9).

That same property owner did not record the Plat Amendment with Summit County before the approval expired as required by Ordinance 2018-40. The Applicant then petitioned the City Council to consider approving an extension to the approval on August 15, 2019. The City Council approved the Request for Extension of the 1304 Park Avenue Plat Amendment. ([Staff Report](#); [Meeting Minutes](#), p. 11.) The property owner did not record the plat within the required timeframe and the approval expired July 12, 2020.

The current property owner submitted a complete Plat Amendment application on February 7, 2022. The Planning Commission reviewed the 1304 Park Plat Amendment on March 23, 2022, and forwarded a unanimous positive recommendation to City Council ([Staff Report](#); [Meeting Minutes](#), p. 19). On April 28, 2022, the City Council adopted [Ordinance No. 2022-10](#), approving the 1304 Park Avenue Plat Amendment ([Staff Report](#); [Meeting Minutes](#), p. 21).

Ordinance 2022-10 Condition of Approval 2 required the Applicant to record the approved Plat Amendment with Summit County within one year of Council approval. Additionally, several Conditions of Approval address various encroachments:

- Condition of Approval 3 requires an encroachment agreement to address the fence that encroaches over the property line into the neighboring Cottages on the Park Subdivision. The Applicant did not secure an encroachment agreement because they plan to remove the fence when they commence construction.
- Condition of Approval 4 requires the Applicant remove a concrete retaining wall that encroaches approximately seven feet into the ROW. An option to offer an encroachment agreement was not included.
- Condition of Approval 5 requires the Applicant to enter into an encroachment agreement with Park City Municipal Corporation because the Historic Structure encroaches one foot into the City ROW. The Applicant completed this Condition when an encroachment agreement was recorded with Summit County on March 6, 2023 (Entry No. 1201397, Exhibit B).

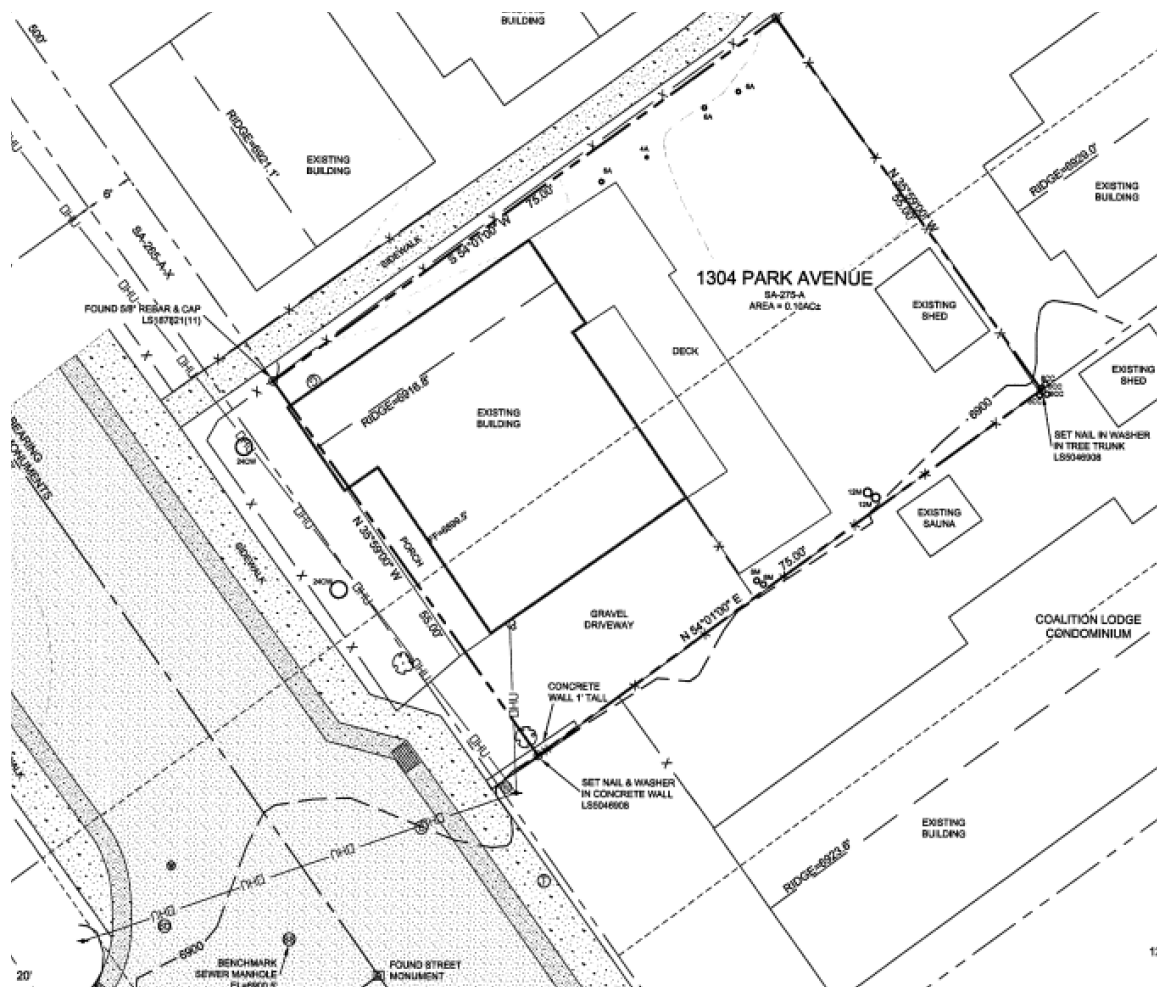
Applicants may request time extensions for City Council plat approvals by submitting a Request for Extension or Modification of Approval Application to the Planning Department. The Applicant submitted a complete application on March 28, 2023, and requests a one-year extension. Due to the record snowfall this winter, the Applicant found removing the remaining encroachments challenging. Furthermore, the snow created serious structural problems with the house that the Applicant must immediately

address. This one-year extension will allow the Applicant to complete the remaining Conditions of Approval.

Analysis

Land Management Code (LMC) [§ 15-7.1-6\(C\)\(5\)](#) states the Applicant may request that City Council approve an extension of a plat approval. The City Council may grant the extension when the Applicant demonstrates there is no change in circumstance that would result in unmitigated impact or a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. A change in circumstance includes physical changes to the Property or surroundings.

The 1304 Park Avenue Plat Amendment removes an internal block line to convert a metes-and-bounds parcel into one Lot:



The proposed 1304 Park Avenue Plat Amendment complied with LMC [§ 15-2.4-3](#), *Lot and Site Requirements* for the Historic Residential-Medium Density (HRM) Zoning District at the time of Council approval and continues to comply with the LMC, outlined in Findings of Facts 12 through 17 in Ordinance No. [2022-10](#). Additionally, no

amendments to the General Plan or Land Management Code result in non-compliance.

Extension of the 1304 Park Avenue Plat Amendment does not result in an unmitigated impact or non-compliance with the General Plan or Land Management Code, allows the Applicant additional time to resolve existing encroachments, and provides the Applicant time to record the Plat Amendment with the County Recorder.

On November 22, 2022, the Applicant received approval from the Historic Preservation Board to lift the Historic Structure and for Material Deconstruction to accommodate a basement addition, a new foundation, and a rear addition. Because the Structure's roof has collapsed, Planning Staff recommends adding a Condition of Approval that requires the Applicant to revise the Historic Preservation Board approval and submit to the Planning Department a new Historic Preservation Plan prior to recordation of the Plat.

Additionally, per the 1997 Uniform Code for the Abatement of Dangerous Buildings, the Chief Building Official recommends the addition of a Condition of Approval that requires the Applicant to stabilize the collapsed Structure by May 26, 2023.

Department Review

The Development Review Committee, Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on May 11, 2023. Staff mailed courtesy notice to property owners within 300 feet on May 11, 2023²

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The City Council may approve Ordinance No. 2023-26;
- The City Council may deny Ordinance No. 2023-26 and direct staff to make Findings for the denial; or
- The City Council may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2023-26 and Proposed Plat

Exhibit B: Recorded Encroachment Permit

² LMC [§ 15-1-21](#)

Ordinance No. 2023-26

AN ORDINANCE APPROVING AN EXTENSION OF CITY COUNCIL'S APRIL 28, 2022, APPROVAL OR ORDINANCE NO. 2022-10, AN ORDINANCE APPROVING THE 1304 PARK AVENUE PLAT AMENDMENT, LOCATED AT 1304 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the Planning Commission held a public hearing on March 23, 2022, to receive input on the 1304 Park Avenue Plat Amendment., Located at 1304 Park Avenue, Park City, Utah; and

WHEREAS, on March 23, 2022, the Planning Commission forwarded a positive recommendation to the City Council to approve the 1304 Park Avenue Plat Amendment according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated herein; and

WHEREAS, on April 28, 2022, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, on April 28, 2022, the City Council approved Ordinance No. 2022-10, An Ordinance Approving the 1304 Park Avenue Plat Amendment, Located at 1304 Park Avenue, Park City, Utah; and

WHEREAS, on March 28, 2023, the property owner of 1304 Park Avenue submitted an application with the Planning Department to request a one-year extension of the City Council's approval of Ordinance No. 2022-10; and

WHEREAS, on May 11, 2023, staff legally noticed the City Council May 25, 2023, public hearing; and

WHEREAS, on May 25, 2023, the City Council reviewed the proposed plat approval extension, held a public hearing, and approved a one-year extension for the 1304 Park Avenue Plat Amendment through May 25, 2024; and

WHEREAS, it is in the best interest of Park City, Utah to approve the extension of the 1304 Park Avenue Plat Amendment through May 25, 2024.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as Findings of Fact. City Council's April 28, 2022, approval of the 1304 Park Avenue Plat Amendment, Attachment 1, is hereby extended through May 25, 2024, subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 1304 Park Avenue.
2. The property is within the Historic Residential – Medium Zoning District.
3. The northern portion of 1304 Park Avenue is Block 24 of Snyder's Addition to Park City, this Block has no Lots. The southern portion of 1304 Park Avenue is in the 13th Street Right-of-Way.
4. The Applicant proposes to remove an internal lot line between Block 24 of Snyder's Addition to Park City Survey and 13th Street.
5. The proposed Plat Amendment converts a metes-and-bounds parcel into one legal Lot of record and will include 4,125 square feet.
6. The Single-Family Structure was built Circa 1885 and is designated as Landmark on the Park City Historic Sites Inventory and listed on the National Register of Historic Places.
7. The proposed Lot complies with the HRM Zoning District Requirements outlined in LMC § 15-2.4-3
8. A Single-Family Dwelling is an allowed Use in the HRM Zoning District and requires a minimum lot size of 1,875 square feet. The proposed Lot sizes comply with this requirement, containing 4,125 square feet.
9. The minimum Lot width in the HRM Zoning District is 37.50 feet. The proposed Lot complies with this requirement, containing 55 feet.
10. The required Front Setback for Single-Family is 15 feet. Per LMC § 15-2.4-4, 1304 Park Avenue is a valid Non-Complying Structure with a front setback of zero feet.
11. The required Rear Setback is 10 feet. 1304 Park Avenue complies with a 15-foot. Rear Setback.
12. The required Side Setback is 5 ft. Per LMC § 15-2.4-4, 1304 Park Avenue is a valid Non-Complying Structure with Side Setbacks of 3 ft and 5 ft.
13. The existing main building and front porch encroach approximately 1 foot into the right-of-way. Condition of Approval 5 of Ordinance No. 2022-10 required the Applicant to enter into an encroachment agreement for this structure, given the historic designation. An encroachment agreement was recorded March 6, 2023, as Entry No. 1201397 in Book 2773 at Page 887 in the Office of the Recorder, Summit County, Utah.
14. On November 22, 2022, the Applicant received approval from the Historic Preservation Board to lift the Historic Structure and for Material Deconstruction to accommodate a basement addition, a new foundation, and a rear addition.
15. Due to the record snowfall this Winter, serious structural problems with the Historic Structure developed and the Applicant requests more time to remove the remaining encroachments (Conditions of Approval 3 and 4 of Ordinance No. 2022-10).
16. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on May 11, 2023.
17. Staff mailed courtesy notice to property owners within 300 feet on May 11, 2023.
18. The *Park Record* published notice on May 10, 2023.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code,

including LMC Chapter 15-2.4 I and LMC § 15-7.1-6 Final Subdivision Plat.

3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat with Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The fence encroaches at multiple points over the property line into the neighboring Cottages on the Park Subdivision. The applicant shall either remove the existing fence or enter into an encroachment agreement with the neighbor if the fence is to remain in its existing location prior to plat recordation.
4. The existing concrete retaining wall encroaches approximately seven feet into the right-of-way. The applicant shall remove the encroachment of the existing retaining wall prior to recordation of this plat amendment.
5. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
6. Any changes to the existing Historic Structure and new construction must maintain all requirements of the HRM Zoning District, as well as the *Design Guidelines for Historic Districts and Historic Sites* found in LMC Chapter 15-13.
7. A ten-foot public snow storage easement on Park Avenue shall be noted on the Plat.
8. A five-foot wide public utility easement around Lot A on the 1304 Park Avenue Plat Amendment shall be noted on the Plat.
9. The Applicant shall revise the Historic Preservation Board approval to dated November 22, 2022, and submit to the Planning Department a new Historic Preservation Plan prior to recordation of the Plat.
10. The Applicant shall stabilize the collapsed Structure by May 26, 2023, to the satisfaction of the Chief Building Official.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 25th Day of May 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

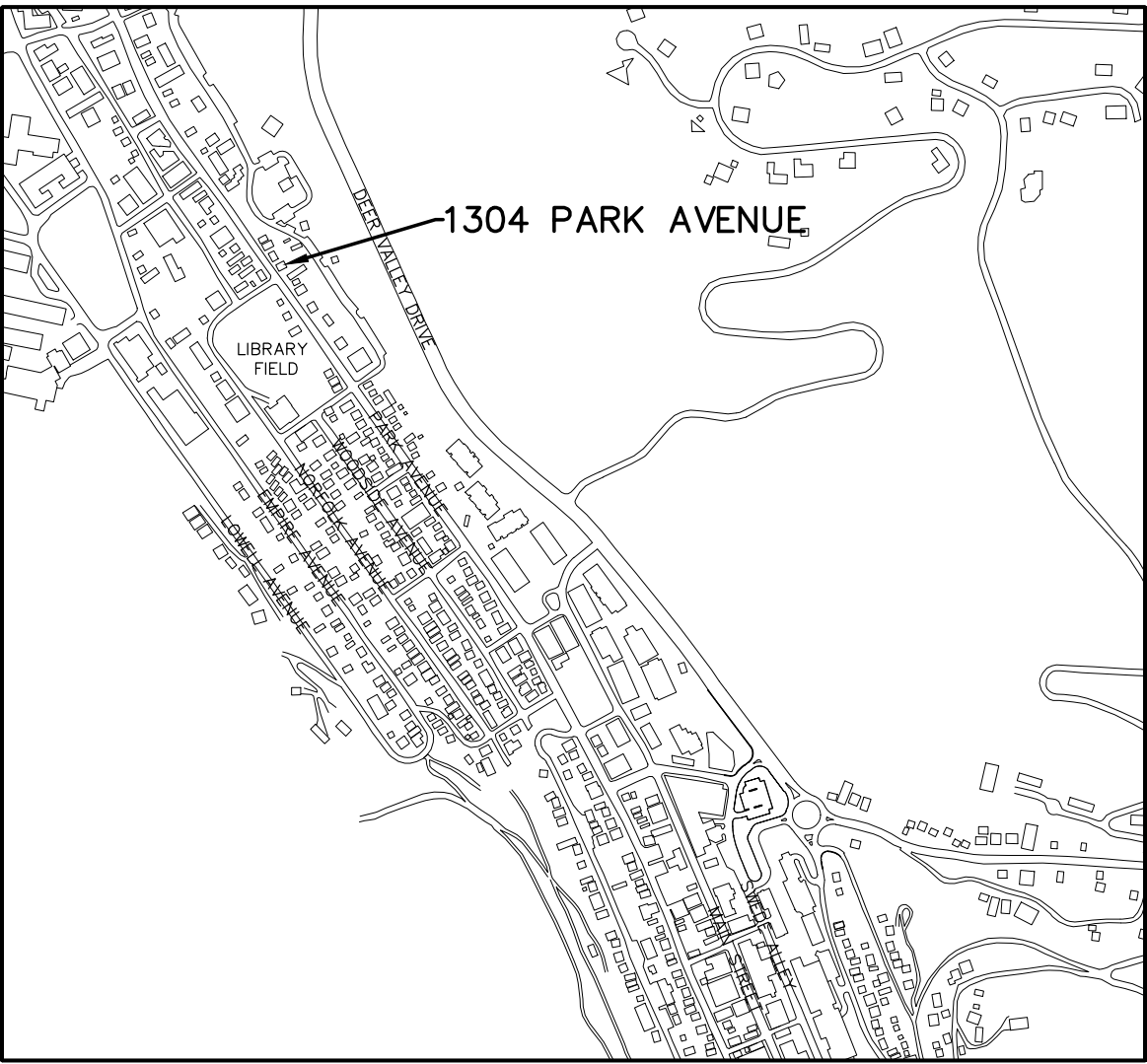
City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment 1 – Proposed Plat

DRAFT



VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into one lot, hereafter to be known as 1304 PARK AVENUE PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Beginning at a point which is 481.00 feet North 54°01' East and 500.00 feet South 35°59' East from the northwest corner of Block 24, Snyders Addition to Park City, Utah; thence South 54°01' West 75.00 feet; thence South 35°59' East 55.00 feet; thence North 54°01' East 75.00 feet; thence North 35°00' West 55.00 feet to the point of beginning.

AS—SURVEYED DESCRIPTION

Beginning at a point which is 481.00 feet North 54°01' East and 500.00 feet South 35°59' East from the northwest corner of Block 24, Snyders Addition to Park City, Utah; thence South 54°01' West 75.00 feet; thence South 35°59' East 55.00 feet; thence North 54°01' East 75.00 feet; thence North 35°59' West 55.00 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, Maria L. Schuelke and David Schuelke, wife and husband as joint tenants, are the owners of the above described tract of land, and hereby cause the same to be unified into one lot of record, together with easements as set forth to be hereafter known as 1304 PARK AVENUE PLAT AMENDMENT and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon, and hereby certify that they have caused this plat amendment to be made and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set her hand this ____ day of _____, 2023.

By: _____
Maria L. Schuelke

In witness whereof, the undersigned set his hand this ____ day of _____, 2023.

By: _____
David Schuelke

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this ____ day of _____, 2023, Maria L. Schuelke personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the 1304 PARK AVENUE PLAT AMENDMENT.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this ____ day of _____, 2023, David Schuelke personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the 1304 PARK AVENUE PLAT AMENDMENT.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No: _____

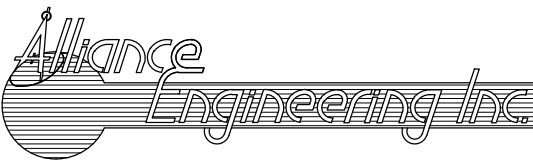
NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2022-10 & 2023-____. Ordinance 2023-____ is approval for an extension of Ordinance 2022-10.
- The bearings of blocks in Snyder's Addition to Park City have historically been N 35°59'00" W and previous deeds indicate a bearing of N 35°59'00" W. It is suspected that the minutes portion of the bearings in the current deed were mistakenly changed from 59' to 00'. In addition, Cottages on the Park, recorded November 12, 1999, as Entry No. 552853, which abuts 1304 Park Avenue, indicates a bearing of N 35°59'00" W.
- Fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.

SHEET 1 OF 1

3/27/23 JOB NO.: 13-11-21 FILE: X:\SnydersAddition\dwg\srv\plat2021\131121.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2023 BY _____	PLANNING COMMISSION RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THE 23RD DAY OF _____, 2023 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2023 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS ____ DAY OF _____, 2023 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THE ____ DAY OF _____, 2023 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THE ____ DAY OF _____, 2023 BY _____ PARK CITY RECORDER	PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS ____ DAY OF _____, 2023 BY _____ SUMMIT COUNTY GIS COORDINATOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____
--	---	--	--	---	---	--	---



(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

1304 PARK AVENUE PLAT AMENDMENT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ENCROACHMENT PERMIT

1304 Park Avenue (street address)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Maria L. Schuelke & David Schuelke (Owner(s)) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at 1304 Park Avenue (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain a building wall and porch within the City right-of-way of Park Avenue (street name).

1. This encroachment agreement shall be appurtenant to the following described property:
SA-275-A / / Snyder's Addition to Park City

Parcel # Lot # Subdivision
Office Use: Verify Ownership through Summit County Tax Records

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement are binding on the successors in title or interest of Owner(s).

2. The improvements permitted within the street right-of-way shall consist of a building wall and porch. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 1/2 "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

3. The City may, at some future date, elect to make improvements to Park Avenue (street name) at this location and widen the streets to full width of the right-of-way and City property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner(s) may have been using within the City property right-of-way, the Owner(s) waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the City will endeavor to give the Owner(s) sixty (60) days notice, in which time the Owner(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and/or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to the Owner or the Owner's successor.

ENTRY NO. 01201397

03/06/2023 10:21:28 AM B: 2773 P: 0887

Encroachment PAGE 1/4

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORP



PARK CITY MUNICIPAL CORPORATION

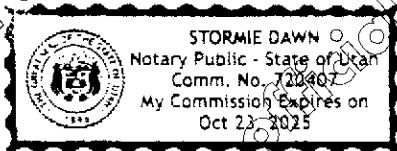
DATED this 5 day of January, 2023

John Robertson
Engineer

STATE OF UTAH

COUNTY OF SUMMIT

On the 5 day of January, 2023, John Robertson personally appeared before me Stormie Dawn who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.



Stormie Dawn
Notary Public

PROPERTY OWNER

[Signature]
*Owner's Signature

Maria L. Schuelke & David Schuelke
Owner's Name (Printed)

3220 Quarry Springs Drive
Park City, Utah, 84098
Mailing Address

maluykari@yahoo.com
email address or phone number

***If doing business as an LLC, proof must be provided that the signatory can sign for the LLC.**

STATE OF Utah

COUNTY OF Summit

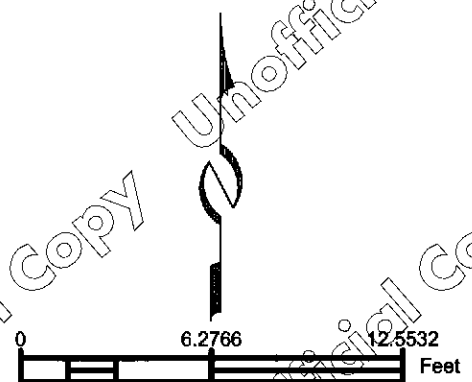
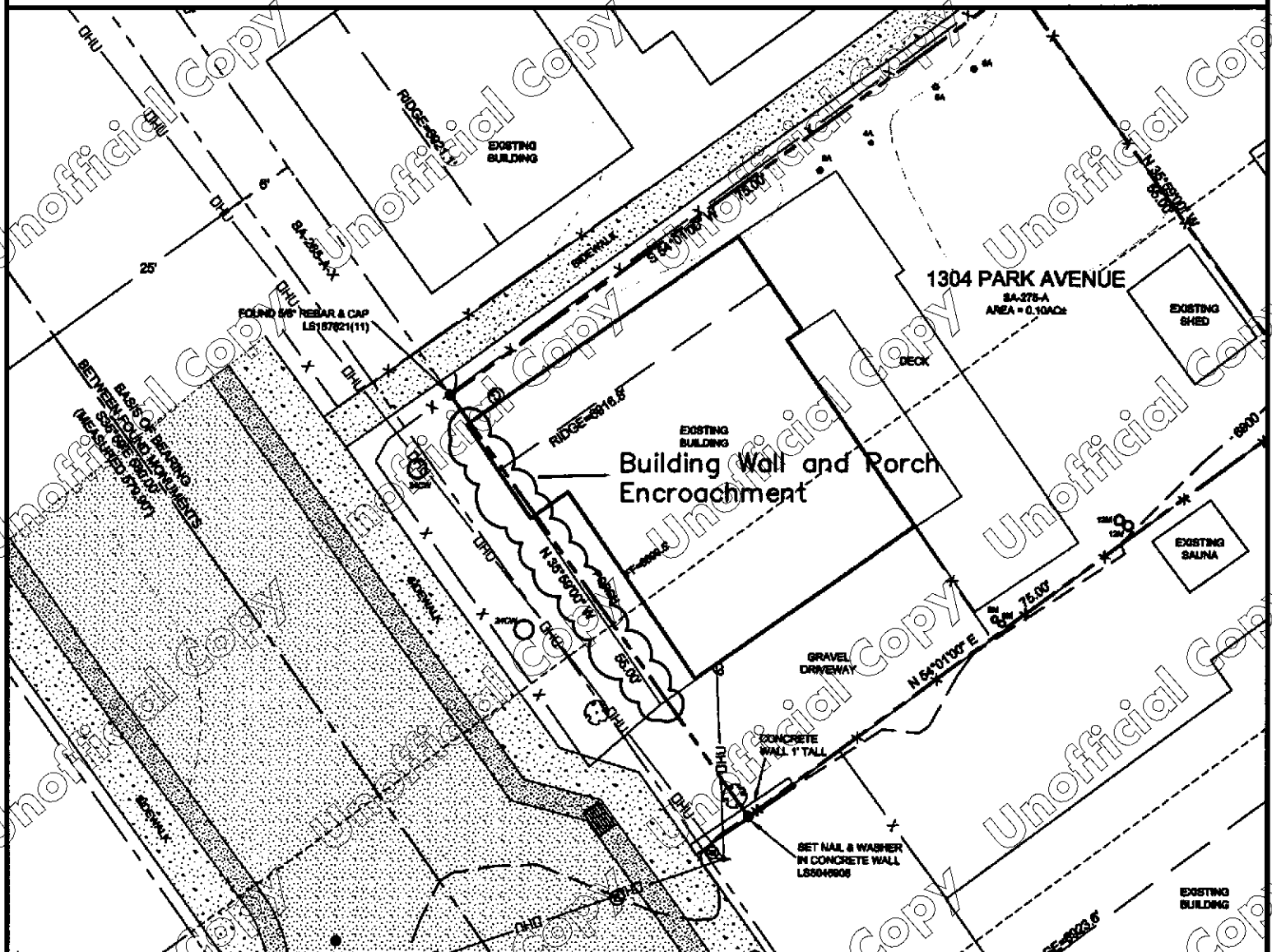
On the 14 day of Dec, 2022, Maria L. Schuelke personally appeared before me Mark Grose who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Oregon, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

[Signature]
Notary Public



ATTACHMENT 'A'

1304 PARK AVENUE



Account 0273312**Location**

Account Number 0273312

Acres 0.10

Situs 1304 PARK AVE ,

Tax District 60 - PARK CITY A,J,K,U (D-D)

(A-2)

Parcel Number SA-275-A

Geo Neighborhood 01-02-02 - .07 TO .11

ACRE

Legal BEG AT A PT WH IS 481.00 FT N
54*01' E & 500.00 FT S 35*59' E FROM
THE NW COR OF BLK 24 SNYDERS
ADDITION TO PARK CITY; TH S 54*01' W
75.00 FT; TH S 35*59' E

55.00 FT; TH N 54*01' E 75.00 FT; TH N

35*00' W 55.00 FT TO THE PT OF BEG

CONT 0.10 AC 578-506 754-600

(REF:1044-445) 1044-446 1134-627 1136-40

(NOTE: QCD-1134-627 HAS NOTARY

STAMP

BUT NO SIGNATURE) 1148-344-350 1577-

1946-2415-1148 2678-946

Parent Parcels SA-275

City

Transfers**Entry Number**01168226010720760062744800507782005077800050432100503890004781800038807000329830**Form Name****Recording Date**07/12/2021 04:45:02 PM06/23/2017 02:28:38 PM10/23/2003 04:25:00 PM05/26/1998 03:59:00 PM05/26/1998 03:57:00 PM04/14/1998 03:37:00 PM04/08/1998 02:30:00 PM05/02/1997 04:45:00 PM09/28/1993 03:39:00 PM09/13/1990 10:08:00 AM**Images**

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Enter into a Design Professional Services Agreement with VCBO, for Design Services for PC MARC and PC Sports Complex Schematic Design, Not to Exceed \$87,000, in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[MARC & PCSC Schematic Design Contract Staff Report](#)

[Exhibit A: VCBO Scope of Work & Fee Proposal](#)

City Council Staff Report



Subject: PC MARC & Park City Sports Complex
Author: Ken Fisher, Recreation Director
Department: Recreation Department
Date: May 25, 2023
Type of Item: Administrative – Contract Approval

Recommendation

Consider a request to authorize the City Manager to enter into a Design Professional Services agreement with VCBO, for design services for PC MARC and PC Sports Complex Schematic Design, not to exceed \$87,000, and in a form approved by the City Attorney.

Background

- On January 27, 2022, recreation presented to City Council on issuing a Request for Proposal (RFP) for design and expansion of the PC MARC & developing a master plan for the Park City Sports Complex.
- [Staff Report](#)
- [Minutes](#)
- On March 25, 2022, City Council authorized the City Manager to enter into a Design Professional Services agreement with VCBO for design services for PC MARC and PC Sports Complex conceptual design and master plan services.
- On February 2, 2023, the master plan was presented to City Council. The Council was supportive of moving forward with seeking qualified architectural firms to refine the conceptual design to schematic design.
 - [Staff Report](#)
 - [Minutes](#)
- On April 27, 2023, the budget department presented to the City Council a potential General Obligation (GO) Bond for recreation facilities. The City Council expressed support for funding the replacement of the aquatic facility at the PC MARC and the City Park Recreation Building with existing city resources.
- On May 10, 2023, there was further discussion on a potential GO Bond and Council members had mixed responses on support for the bond as well as what should be included as projects. There was support for budgeting aquatics and for the City Park Building with existing City funds.

Analysis

- The Request for Statement Of Qualifications (RSOQ) was issued on April 7th and submittals were due on April 24th. We advertised the project in the Utah Public Procurement Place (U3P) website and the City's website per the City's Procurement Policy.
- Selection of the consulting firm is based on the following criteria:
 - Quality and completeness of information submitted in response to the RSOQ
 - Understanding of work to be completed
 - Qualifications & expertise of the team
 - Expertise in following recreation and sports center complex architectural design & entitlement processes
 - Evaluation of past projects and experience in Park City, Summit County, or similar communities
 - Any changes to the insurance/indemnification or other proposed contract changes
 - Approach to the project and schedule outlining critical path items.
 - Capacity to undertake and complete the project promptly.
- Three proposals were submitted by the advertising deadline, including VCBO, Elliott Workgroup, and MHTN.
- A selection committee consisting of Ken Fisher, Recreation; Matt Twombly, Engineering; Tate Shaw, Recreation; Kraig Moyes, Recreation Advisory Board (RAB); Meg Steele, RAB; Ed Parigian RAB; and Jody Whitesides RAB. The selection committee reviewed and scored the proposals and unanimously supports VCBO.
- VCBO has a long history of working on public recreation facilities in the Intermountain West. VCBO had previously designed the existing leisure pool in 2003, completed a Feasibility Study for the Park City Racquet Club in 2008, was the architect for the PC MARC renovation, and completed the master plan and conceptual designs for the PC MARC and PC Sports Complex in 2023.

Funding Source

There is sufficient funding in CIP cp03664 Master Plan for Recreation Amenities to cover the proposed fees.

Attachments

Exhibit A: VCBO Scope of Work & Fee Proposal

Ken Fisher
Recreation Director
Park City Municipal Corporation

Re: PC Marc Fitness & Pools
Renovation and the PC
Sports Complex Phase 3
Projects

May 2, 2023

Dear Ken:

Thank you for the opportunity to submit our fee proposal for the project Scoping, Concept Design and Schematic Design Services for the Park City MARC Fitness Center and Pool Renovation along with the PC Sports Complex. It will be a pleasure to continue our work and assist the City with this project. Our team understands the vision of the project and we are very excited to work with the project's stakeholders.

For the scope of services listed in this proposal, we have set forth below an appropriate fee for those services.

Scope of Services for Phase I – Scoping Site Assessment and Concept Design

- Review work completed to date
- Meet with staff & Steering Committee
- Develop a facility program summary
- Develop conceptual floor and site plans
- Evaluate on-site carbon Net-Zero goals and efficiencies

Scope of Services for Phase II– Schematic Design

- Refine Phase I design and program
- Meet with the Steering Committee on a regular basis through Phase II
- Meet and work with the City Planning Department for approvals
- Assist the City and attend up to three public meetings
- Develop schematic site and floor plans
- Develop exterior building elevations, sections and 3D massing
- Develop an estimate of probable costs for proposed improvements
- Prepare recommendations for the most cost-effective sustainable design components
- Make recommendation of building materials and colors
- Assist with the City's public outreach efforts by providing graphical support materials
- Assist the City in engaging a CMAR for pre-construction and construction services
- Assist the City in Land use and initial permitting
- Review work completed to date
- Meet with staff & Steering Committee
- Develop a facility program summary
- Develop conceptual floor and site plans
- Evaluate on-site carbon Net-Zero goals and efficiencies

Phases III and IV

The work under Phase III and IV will be addressed in a future proposal and agreement subsequent to the completion of Phase I and II.

II. Core Project Team

Architectural:	VCBO Architecture
Pool Consultant:	Water Design
Civil Engineering:	Berg Engineering

III. Fee

The following fee information is based upon hours necessary to complete the listed scope of services. This fee proposal is for Phase I and Phase II design services efforts that will take place for the project.

Proposed Phase I Fee	\$13,200.00
Proposed Phase II Fee:	\$68,800.00
Total Design Fee:	\$82,000.00

Additional Services:

Geotechnical Investigations (per site, if necessary)	\$12,000.00
Alta Survey (per site, if necessary)	\$8,200.00

Reimbursable Expenses:

Reimbursable expenses including travel, printing, copying, and shipping expenses will be billed at cost plus 1.05% with a Not to Exceed of \$5,000.00.

Hourly Rates

Principal \$245.00/hour
Project Manager \$175.00/hour
Project Designer/Interior Design \$150.00/hour
Project Coordinator \$120.00/hour
BIM Technician \$100.00/hour
Graphic Designer/Rendering \$150.00/hour
Project Assistant \$65.00/hour

Acceptance

We appreciate the opportunity to submit this fee proposal and look forward to working with you on this exciting project. Should you have any questions regarding our proposal referenced above, please do not hesitate to contact me. If this proposal meets with your approval, please sign and return it to our office. When accepted, this proposal will serve as a mutual commitment between VCBO Architecture and Park City Municipal Corporation for the above outlined services and fees.

VCBO Architecture



By: _____
Brent Tippetts
Principal

Park City Municipal Corporation

By: _____
Park City Municipal Corporation

Park City MARC Fitness & Pools Renovation and PC Sports Complex

VCBO Architecture

Phase I				<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
	Principal			20.50	\$245.00	\$5,022.50
	Project Manager			43.50	\$175.00	\$7,612.50
	Admin Staff			9.00	\$65.00	<u>\$585.00</u>
						Total: \$13,220.00

Phase II				<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
	Principal			88.00	\$245.00	\$21,560.00
	Project Manager			177.00	\$175.00	\$30,975.00
	Admin Staff			20.00	\$65.00	<u>\$1,300.00</u>
	Total:					\$53,835.00

Consultants

	Water Design				\$7,500.00	
	Berg Engineering				<u>\$7,500.00</u>	
					\$15,000.00	

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute a Contract Addendum in a Form Approved by the City Attorney's Office with Stanley Consultants, Inc, for the Upper Main Street Improvements Project Not to Exceed \$489,200
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Upper Main Street Improvements Project Contract Addendum Staff Report](#)

[Exhibit A: Stanley Consultants, Inc Original Agreement](#)

[Exhibit B: Invoiced Expenses for Services Rendered](#)

City Council Staff Report



Subject: CP0556 Upper Main Street Improvements Project Construction Award

Author: Gabriel Shields, Transportation Engineer

Department: Engineering

Date: May 25, 2023

Type of Item: Administrative – Contract Addendum

Recommendation

Review and consider a request to authorize the City Manager to execute a Contract Addendum in a form approved by the City Attorney's Office with Stanley Consultants, Inc (Consultant) for the Upper Main Street Improvements Project (Project) not to exceed \$489,200.

Background

Following City Council approval on [June 17, 2021](#) (Page 142), Park City executed a Design Professional Services Agreement (DPSA) with Stanley Consultants for design services of Park Avenue from Heber Avenue to Deer Valley Drive/SR-224 and Upper Main Street from Swede Alley to Hillside Avenue. The scope of the Park Avenue project included all tasks for the final design resulting in construction. The scope of Upper Main Street included concept design with 30% plans as the final deliverable. At the time of contract signing, the City and Consultant acknowledged that work beyond 30% would be addressed through a Contract Addendum.

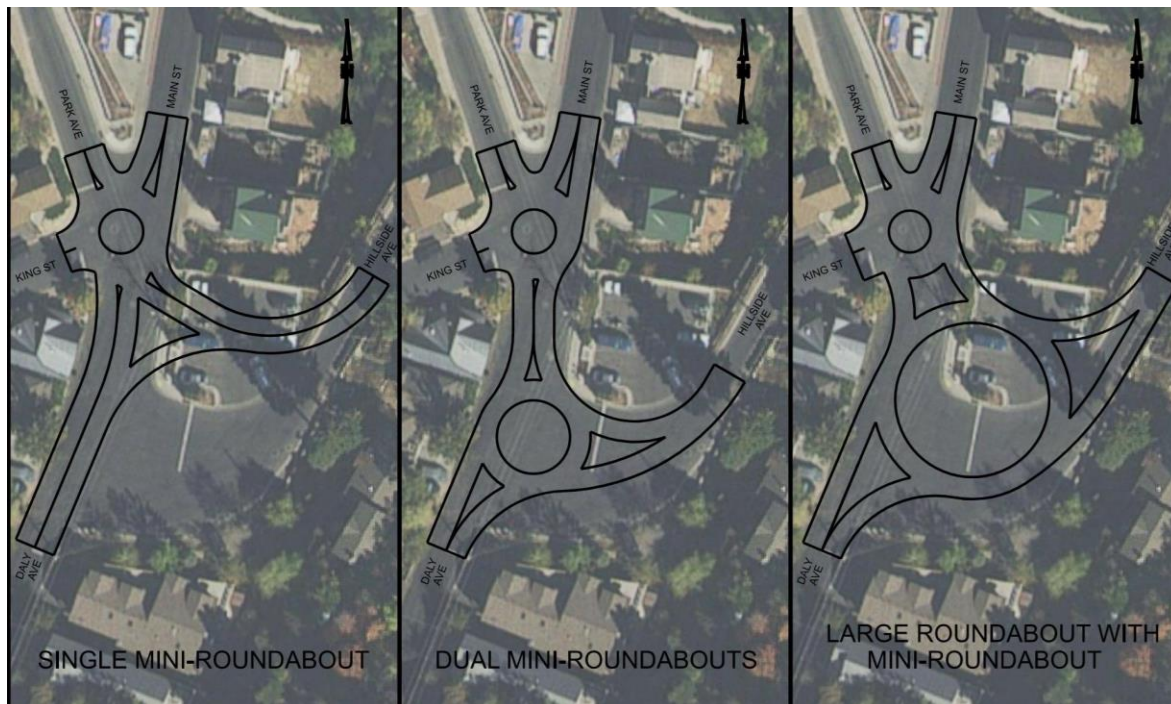


Figure 1 - Concept Designs Considered During Scoping

The 30% design was presented in a work session on [December 8, 2022](#) (Page 297). Our design approach included a recommendation to bifurcate the project into two phases: 1) to achieve capital improvements in areas where we have a consensus and 2) delay additional improvements where consensus is lacking. Despite a year-long community engagement process, this sensitive area remains difficult to obtain a shared vision with so many competing interests. As a result, Council directed the Engineering Department to proceed with the final design of the Phase 1 improvements.

The Engineering Department pursued final design work with the Consultant resulting in project advertising documents supporting construction in the Summer of 2023.

Analysis

Engineering completed the design phase work as directed by the Council to facilitate a 2023 construction project. This work was outside the original scope, and the contract addendum is required to compensate the Consultant for the City's requested additional services.



Figure 2 - Project Overview

Funding

The Upper Main Street Improvement project is fully funded using Additional Resort Sales Tax funds. A summary of Expenses and Revenues is included below:

Expenses	
Construction	\$1,168,796
Contract Addendum for Design	\$489,200
Contingency (5%)	\$82,900
Total	\$1,740,896

Revenues	
031499 CIP FUND * ADDITIONAL RESORT SALES TAX	\$2,211,562
Total	\$2,211,562

Exhibits

Exhibit A: Stanley Consultants, Inc Original Agreement
Exhibit B: Invoiced Expenses for Services Rendered

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this ¹⁸ day of ^{8/18/2021}, 2021, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **STANLEY CONSULTANTS, INC.**, an Iowa corporation, ("Design Professional"), collectively, the City and the Design Professional 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 Design Professional represents that the Design Professional 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 Design Professional 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 Design Professional 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 **ONE MILLION EIGHTY NINE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS (\$1,089,444.00).**

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

2. **TERM.**

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on March 31, 2023, or earlier, unless extended by mutual written agreement of the Parties.

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

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. Payments shall be made on a time and materials basis, based on actual pay rates in effect for personnel working on the project. Actual pay rates will then be subject to a 3.10 multiplier for overhead and fee, which will then be the billing rates charged to the City. Pay rates are subject to change in accordance with pay changes for the personnel working on the project.
- D. For all "extra" work the City requires, the City shall pay the Design Professional 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.
- E. The Design Professional 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 Design Professional 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.
- F. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- G. Design Professional 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 Design Professional 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional'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 Design Professional 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 Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional 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 Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional 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 Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional 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 Design Professional 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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including 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 (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. 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 to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional'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 Design Professional claims or recovers compensation from the City for a loss or injury that Design Professional 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.
- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse 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.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

The Design Professional 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 Design Professional, their agents, representatives, employees, or subcontractors. The Design Professional 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.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

The Design Professional 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. Design Professional 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 Design Professional 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 Design Professional, 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 Design Professional including materials, parts, or equipment

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Design Professional 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.

- F. The Design Professional'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.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional'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 Design Professional'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 Design Professional pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Design Professional, 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 Design Professional is required to have a valid Park City business license.
- C. The Design Professional specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- D. If this Agreement is entered into for the physical performance of services within Utah the Design Professional shall register and participate in E-Verify, or an equivalent program. The Design Professional 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 Ann. § 63G-12-302.
- E. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Design Professional will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Design Professional 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. Design Professional will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Design Professional shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Design Professional 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 Design Professional 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 Design Professional 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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 Design Professional 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 Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the Design Professional has any property in its possession belonging to the City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.
- B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional 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 Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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 DESIGN 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

DocuSigned by:

8/18/2021

Matt Dias

Matt Dias, City Manager

Attest:

DocuSigned by:

Mark Harrington

B629134DAB1D4C9...

City Recorder's Office

Approved as to form:

DocuSigned by:

Mark Harrington

B7478B7734C7490...

City Attorney's Office

STANLEY CONSULTANTS, INC., an Iowa
corporation
6975 Union Park Ave, Suite 300
Cottonwood Heights, UT 84047

Tax ID#: 42-1320758

PC Business License# BL B-012391

DocuSigned by:

8/18/2021

Marvinetta Hartwig

Signature

Marvinetta Hartwig

Printed name

vice President

Title

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)


On this ____ day of _____, 2021, 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 STANLEY CONSULTANTS, INC., an Iowa), 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 STANLEY CONSULTANTS, INC., an Iowa corporation.

Notary Public

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 18th day of August, 2021, at Arapahoe County, Colorado (insert State and County here).

Printed name Marvinetta Hartwig

Signature:  8A3FEC3B889B47D...

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

EXECUTIVE SUMMARY

Stanley Consultants was selected to provide design, including advertisement package services for the reconstruction of Park Avenue from Heber Avenue to Deer Valley Drive/SR-224 and Upper Main Street from Swede Alley to Hillside Avenue. The construction of Park Avenue will consist of reconstructing the roadway section with new curb and gutter, sidewalk, water line, sewer line, storm drain, and bus pullouts. A new outfall to Silver Creek will be included.

The City is considering advertising the upper main street project as a stand-alone design-bid-build project. Impacts to the scope, schedule and budget are anticipated to be addressed with a change order or supplemental agreement once the final scope is determined.

General Assumptions

- In general team meetings will be held every other week.
- The section of roadway on Park Avenue will use CM/GC. Stanley will assist the City with information for the City to procure the CM/GC Contractor. The City may advertise the work on upper Main per a typical design/bid/build process.
- Bus Pullouts will be concrete pad only, any new bus shelters would be a standard design provided by the city and incorporated into the plan set without modification
- Park City standards will be used, unless the City does not have a standard, then APWA standards will be used.
- One (1) Design Review Meeting for each – 30%, 60%, and 90% Design. The Final Design review will be to verify all comments have been accurately included. No new comments will be added during the Final Review.
- CM/GC coordination will take place at design meetings.
- Modification of the existing roadway lighting is not included in this scope but would be incorporated as additional work if the decision is made at a later date
- The CM/GC process will be used to optimize the solution to any unforeseen circumstances
- Any additional services required during the construction phase, including but not limited to testing and inspection, above those listed in this scope of services will be handled under a contract addendum and separate phase of work.

Project Unknowns

- Hazardous Materials/Soils
- Roadway Lighting Requirements
- Underground of existing overhead power requirements
- Dry Utility requirements (RMP, Dominion, Allwest, PCMC Fiber, Comcast, Centurylink)

PARK CITY MUNICIPAL CORPORATION

DESIGN PROFESSIONAL SERVICES AGREEMENT

Project Phasing

The consultants project services will be in 2 phases. Phase 1 will include data collection, design, public meetings, property mapping, and CM/GC coordination. Phase 1 may be broken into two subphases. The first subphase may consist of the design for a traditional design-bid-build project for upper main street with the second subphase consisting of a CM/GC design for Park Avenue. Any impacts to the scope, schedule and budget as a result of incorporating the 2 subphases will be addressed in a change order/supplemental agreement once the final scope has been determined.

Phase 2 will include Construction Management, inspection and testing, with scope and fee to be submitted later.

Type of Fee

Time and materials to a fixed fee not to exceed

Task 1- Project Management and Administration

- A. Description
Management of the day to day activities. Conduct regular team meetings. Review and update Schedule. Review and approve monthly invoices. Conduct quality assurance activities.
- B. Assumptions
 - Phase 1 duration will be 9 months
 - Invoices and progress reports will be prepared monthly
 - Quality Control activities will be part of the individual tasks
- C. Work Products
 - Invoices
 - Progress Reports
 - Schedule updates

Task 2- Kickoff Meeting and Meetings with Park City Staff

- A. Description
2 Kickoff meetings will be conducted. The first meeting will be to kick off the project, begin the CM/GC process, and begin data collection. The second meeting will kick off with the CM/GC Contractor. The second kickoff meeting will coincide with the completion of the 30% plans. Meetings will be held with Park City Staff every 2 weeks.
- B. Assumptions
 - The initial Kickoff Meeting participants will include, PM, Roadway Engineer, Water Engineer, Sewer Engineer, R/W PLS, and CM/GC Administrator. Corresponding City staff will participate.
 - The second Kickoff Meeting participants will include the cities CM/GC

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

Contractor, ICE, City staff, PM, Roadway Engineer, Water Engineer, Sewer Engineer, R/W PLS, CM/GC Administrator.

- Phase 1 meetings will be Bi-Weekly meetings for 9 months.

C. Work Products

- Meeting Agenda
- Meeting notes

Task 3 - CM/GC Administration

A. Description

Work closely with the City and project team in execution of the following estimating milestone and coordination efforts.

- Initial Onboarding - Assist the City in the CM/GC contractor selection process
 - ◆ Work with the city for development of contract goals and solicitation criteria
 - ◆ High level review with the City on current funding and possible issues to develop strategic approach in the RFQ
 - ◆ Assist the City to prepare the Contractor CM/GC Solicitation documents for City to advertise
 - ◆ Assist the City in review of Contractor Qualifications and solicitation
 - ◆ Assist the City with contract negotiations with selected CM/GC contractor for Pre-Construction services, staffing and fee
 - ◆ Assist the City with procurement of Independent Cost Estimating (ICE) team
- Initiate and maintain risk and savings register (done at team meetings)
- Kick Off / Estimating teams Approach to Price meeting
 - ◆ Work with the project team to develop the approach to price memo of understanding and estimating guidance document
- Work Breakdown Structure (WBS) and Quantity Reconciliation Meetings
 - ◆ Develop and maintain estimating work break down structure and quantity tracking workbooks
 - ◆ Establish bid items and tasks for estimating
- Opinion of Probable Construction Cost (OPCC) Reconciliation Meetings
 - ◆ Develop and maintain estimating bid workbooks
 - ◆ Compile all bids and deliverables and distribute information to team at each OPCC reconciliation
 - ◆ Evaluate contractor and ICE bids for errors and issues
 - ◆ Meet with City to evaluate bid results and findings prior to OPCC meeting
 - ◆ Prepare meeting agendas / minutes
 - ◆ Prepare “cheat sheet” for City to use during OPCC reconciliation meetings
 - ◆ Review of contractors and ice construction schedules at each OPCC

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

submission to ensure that schedules match the productions and durations in their bids

- Subs, Plugs and Supplier Review Meeting
 - ◆ Prepare Compliance Review and Tracking form to verify that procurement code is being maintained on subs and materials pricing
 - ◆ Prepare meeting agendas, minutes, and recommendations
- Final Negotiation Meeting
 - ◆ Compile all bids and deliverables and distribute information and results to team at each OPCC reconciliation
 - ◆ Evaluate contactor and ice bids for errors and issues
 - ◆ Meet with City to evaluate bid results and findings prior to OPCC meeting
 - ◆ Prepare meeting agendas and minutes
 - ◆ Update “cheat sheet” for City to use during OPCC reconciliation meetings
 - ◆ Review of contractors and ice construction schedules
 - ◆ Compile final bid project report, project recap and award recommendations for review by the city and council

B. Assumptions

- 12 estimating team coordination meetings. Includes Project team, CM/GC Contractor, and ICE
- Early Package Estimates are not included at this time

C. Deliverables

- Project CM/GC goals and solicitation criteria
- CM/GC Contractor solicitation documents preparation
- ICE Contractor solicitation documents preparation
- Price memo of understanding and estimating guidance document
- Estimating work break down structure and quantity tracking workbooks
- Project Team Google Site
- Meeting Agendas, Minutes, and Action Item List
- Estimating bid workbooks
- Bid result and findings document to team at each OPCC reconciliation
- Final bid and schedule evaluation report with award recommendations.

Task 4 - Data Collection

A. Description

Collect and review existing available data including Park City standards, Old Town Infrastructure Study, Park City Storm Water Master Plan, Soils Ordinances, historic preservation, and Traffic and Transportation Master Plan. Identify existing conditions that may affect project design or construction.

- **Establish Control:** Establish Horizontal and Vertical Control points which will last through construction
- **Topographic Survey:** Perform Topographic survey at a minimum of 10 feet

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

beyond back of sidewalk on both sides of the road. We will attempt to contact the property occupant to inform them of the survey work prior to the survey.

- ◆ Take static photos of each property frontage along Park Avenue
- ◆ Upper Main Street from Swede Alley to Hillside Avenue including the intersections at Swede Alley, King Road and Hillside Avenue, (100 feet each leg).
- ◆ Hillside Ave. from Marsac Ave. to Daly Ave. (200 feet each way on Marsc)
- ◆ 300 feet south of Heber Avenue to 300 feet north of Deer Valley Drive
- ◆ 200 feet of survey will be collected on Deer Valley Drive, Empire Avenue, and Heber Avenue
- ◆ Obtain topographic survey data a minimum of 50 feet into all other side streets within the project limits
- ◆ For a potential new outfall west 15th Street survey data will be collected to Silver Creek. The bike path and Silver Creek will be collected from 15th Street to Deer Valley Drive for potential outfall location
- ◆ For potential new detention basin, survey south of the tennis courts.
- ◆ For the extension of Sullivan Road a 40' wide survey will be surveyed from Sullivan Road to 11th Street
- ◆ Survey all driveways within the survey limits
- ◆ Locate all surface utilities and obtain invert elevations of all storm drain manholes, inlets and sewer manholes
- ◆ Utility Test hole Quality Level A will be surveyed with traditional survey methods once the test holes are complete
- ◆ Process planimetry, DTM and contour information for the area surveyed.
- **GIS:** Obtain existing GIS parcel information for all parcels fronting along Park Avenue within the project area and incorporate into the base mapping
- **Right of Way:** Collect Title reports for parcels along the alley extending south from Sullivan Road between 11th and 12th Street.
 - ◆ CM/GC
- **Drainage:** Identify initial drainage elements including: gutter, outfalls, catch basins, and pipe. Collect and review the Storm Drain Master Plan
- **Utilities:** Obtain utility mapping through utility companies with facilities in the project limits
- **Hydrologic/Hydraulic Review:** Review of the data files, assumptions and standards developed for the Storm Drain Master Plan
- **Additional Sewer Survey**
 - ◆ 9th Street between Park Ave. and Main Street for installation of new sewer line in 9th street connecting to the Main Street sewer line.
 - ◆ Next upstream sewer manhole from all junction manholes in Park Ave.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

including:

- 10th Street West
- 12th Street West
- 1315 Park Ave. East
- 1412 Park Ave. East
- 1450 Park Ave. East
- 15th Street West

B. Assumptions

- Existing traffic data will be available from the City and UDOT. No traffic analysis will be required
- Costs for additional sewer will be tracked separately
- The Record of Survey provided by the City is accurate and will be utilized for the properties for the extension of Sullivan Road.

C. Deliverables

- Preliminary survey plans
- R/W research and ownership records
- Project base mapping

Task 5 - Preliminary Roadway Design

A. Description

- Develop 30% Roadway Plans for upper Main Street between Swede Alley and Hillside Ave.
 - ◆ Traffic calming opportunities will also be evaluated along Hillside Ave and the intersection of Hillside Ave. and Marsac Ave.
 - ◆ Evaluate road diet opportunities
 - ◆ Develop innovative concepts for traffic calming, including intersection modifications at Hillside Ave. and Daly Ave, Main Street and Park Ave., and Main Street and Swede Alley.
- Develop 30% Roadway Plans for Park Ave.
 - ◆ Coordinate with roadway engineer regarding ROW needs.
 - ◆ Determine centerline alignment (horizontal and vertical)
 - ◆ Define typical sections
 - ◆ Develop 30% roadway plans
 - ◆ Coordinate with other Disciplines
- Develop 30% Drainage Plans
 - ◆ Drainage plan sheets
 - ◆ Storm drain trunkline plan
 - ◆ Detention plan
- Develop 30% Waterline Plans
- Incorporate 30% Wastewater Plans

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Prepare survey control sheet and sign and seal.
 - Prepare Project Design Criteria memo
 - Prepare initial Engineer's Estimate
 - Conduct Risk Workshop
 - Prepare Risk and Savings register
- B. Assumptions
- Hours include a full reconstruct reconstruction
 - Road diet principals will be incorporated
 - Upper Main Street scope hours include evaluation of two roundabout. Roundabout design would be included as additional scope
 - Two simple retaining wall designs (less than 8' height, for landscaping)
 - No traffic analysis will be required
 - CM/GC Contractor, ICE will participate in the Risk Workshop
 - Snyderville Basin and engineers will participate in the Risk Workshop
 - Parking lot will not be relocated as part of this scope
- C. Deliverables
- 30 percent plans
 - Project Design Criteria memo
 - Risk and Savings Register
 - Bid items and quantity list

Task 6 – Drainage Study, Preliminary Storm Drain Design and Drainage Report

- A. Description
- **Hydraulic Model:** Develop a new hydraulic model using the StormCAD model completed for the Storm Water Master Plan as the basis. The Treasure Mountain subdivision will be removed from the proposed hydraulic model. A new storm drain outfall will be evaluated to Silver Creek from Park Avenue along 11th Street. The outfall will include design from the 11th Street alignment north along the bike trail to a positive outfall. The model will include an evaluation of a proposed detention basin adjacent to the west side of Silver Creek extending from 11th Street north to Acoustic Park.
 - **Hydraulic analysis:** Perform hydraulic analyses to determine spread width on pavement areas and inlet performance. Pavement hydraulic analysis, storm drain hydraulic analysis and pipe sizing will be performed with StormCAD software to conform to Park City criteria.
 - **Hydrologic Analysis:** Perform a hydrologic analysis to design onsite systems using StormCAD to conform to Park City criteria. The Rational Method will be employed to estimate discharges to roadway inlets.
 - **Preliminary:** Prepare a Preliminary Hydraulic Report and submit with the 30% design plans. This report will document design criteria and engineering

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

methodologies and will contain an executive summary, narrative, drainage area map, hydrologic calculations, hydraulic calculations, reference tables, calculation tables, supplemental calculations, computer printout and electronic files.

- **Update to Storm Drain Master Plan:** The Park City Storm Drain Master Plan will be updated with the proposed storm drain system.

B. Assumptions

- Evaluation of additional storm drain outfalls would be additional work
- Treasure Hill development will be removed from the model
- The new storm drain system and the removal of the Treasure Hill development will be revised in Storm Drain Master Plan. Any other revisions would be additional services

C. Work Products

- Revised storm drain model
- Preliminary Hydraulic Report
- Revised Storm Drain Master Plan
- Project Design Criteria
- Bid items and quantity list

Task 7 – Preliminary Water Line Design

A. Description

The existing waterline along Lower Park Avenue is primarily 6-inch ductile iron installed between 1974 and 1982 with a small section of newer 8-inch ductile iron from Heber Avenue to 7th Street that was installed in 2004. The waterline on Park Avenue from Heber Avenue to Deer Valley Drive is approximately 4,500 ft long. The waterline has numerous fire hydrants, fire service lines, connections to intersecting water mains, and service laterals. There is a PRV station at approximately 7th Street that separates Masonic pressure zone from Lower Old Town pressure zone and a second PRV station at approximately 15th street that separates the Lower Old Town pressure zone to the south from the Lower Park Avenue pressure zone to the north. A new water.

We will meet with personnel from Park City to collect existing information pertinent to the project including previous studies, roadway information, water information, house sheets for water services, GIS information, and other related information. Field investigations will be completed to gather data pertinent to the project. This information will be reviewed and used in the design of the waterline as follows:

- A field condition assessment on existing water meter pits and their locations will be performed by Park City
- Evaluate fire hydrant locations and replace all fire hydrants to meet code

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- requirements. Park City Water will provide input of hydrant locations
 - Determine a recommended stopping point for waterline replacement near or in the intersection of Park Avenue and Deer Valley Drive
 - Coordinate with City personnel to evaluate the replacement and siting and/or removal of the 7th Street and 15th Street PRV stations
 - Coordinate waterline alignment with roadway and other utilities to meet Division of Drinking Water (DDW) rules and City requirements
 - Evaluate need for bypass waterline system during construction.
- B. Assumptions
- Replace all waterlines within the project corridor along Lower Park Avenue and all connections to existing waterlines at project boundaries.
 - New waterlines will be 8-inch minimum with larger pipe size considered based on City requirements and Master planning efforts performed by a separate contract
 - Replace all service laterals and meter pits unless determined otherwise during the evaluation
 - ◆ City preference is for meter pits to be located behind sidewalk
 - ◆ Easements will not be required for the work associated with the water meters
 - Replace all waterline valves and locate new valves for effective system isolation and flushing
- C. Work Products
- 30 percent preliminary water line alignment plans at 1"=20' scale including proposed locations of new hydrants, valves, watermain connections, and PRV stations
 - Table of existing meter pits with sizes, condition, and notes and recommendations from field evaluation
 - Project Design Criteria
 - Bid items and quantity list

Task 8 – Sanitary Sewer Line Design

- A. Description
- The sanitary sewer line design will be performed under a separate scope of work and contract. Work for this contract will include coordination of the other design elements. Preparation of one set of preliminary and final design plans that incorporate all of the design elements
- B. Assumptions
- Sanitary sewer will be designed under a separate contract with Snyderville Basin
 - Sanitary sewer plans and specifications will be incorporated into the plan set

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

C. Work Products

- Incorporated 30 percent sanitary sewer line plans
- Bid items and quantity list

Task 9 – Geotechnical Investigation and Design

A. Description

- Perform a geotechnical investigation along the area of Park Avenue proposed for reconstruction. Information included in the geotechnical report will be used during design and construction of the road.
- Perform a geotechnical investigation along upper Main Street from Swede Alley to Hillside Ave.

B. Assumptions

- Drill 8 borings along the area of Park Ave. proposed for reconstruction. The borings will be drilled to a depth of approximately 10 feet or auger refusal.
- Drill 3 borings along the area of upper Main Street for potential for reconstruction. The borings will be drilled to a depth of approximately 10 feet or auger refusal.
- Slotted PVC pipe will be placed in each of the borings to facilitate future measurement of the subsurface water level, if present.
- Asphalt patch will be used to patch boreholes
- Traffic control and flaggers will be provided during the field investigation
- Permits or other fees are not anticipated to be required

C. Work Products

- Prepare a geotechnical report that summarizes information obtained during the field and laboratory investigations
- Park Ave. pavement design for City Engineer approval
- Main Street pavement design for City Engineer approval
- Evaluate the fill encountered in the borings for lead and arsenic content
- Geotechnical lab testing to determine soil classification, moisture content, dry density, moisture-density relationship (proctor), California Bearing Ratio, resistivity, water soluble sulfates and soil pH
- Provide geotechnical recommendations for pavement section, suitability of subsurface soils for supporting reconstructed road, drainage considerations, suitability of on-site soil for fill, recommendations for imported fill, compaction criteria

Task 10 - Environmental

A. Description

- Conduct field survey and possible wetland delineation to document existing conditions and identify potential impacts and stream alteration permit requirements

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Prepare MS4 permit data for potential new outfall
- Additional environmental and resource GIS layers will be readily available from ESRI or Agency websites
- B. Assumptions
 - Field surveys for archaeological, paleontological, and historic architectural resources are not anticipated
 - All historic buildings located on properties directly abutting the project corridor will not be require cultural resource documentation
 - Consultation with UGS will not be required
 - Phase I report for Hazardous Materials is required
 - 404 Nationwide Permit will not be required (wetlands will be avoided if possible)
- C. Work Products
 - Wetland delineation and Wetland Delineation Report will be prepared for submittal to the U.S. Corps of Engineers if needed
 - Stream alteration permit will be prepared if required

Task 11 – Subsurface Utility Engineering

- A. Description
Provide Subsurface Utility Engineering (SUE) Quality Levels “D, C, B & A” as per ASCE 38-02 “The Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” for the Project. The project area includes the following limits:
- From 100 feet south of the curb returns of Heber Ave. continuing along Park Avenue to Deer Valley Dr.
 - From the south curb returns of Deer Valley Drive 25 feet into the intersection.
 - 20’ down each side street off Park Ave.
 - 15th Street from Park Ave. to Silver Creek Trail including approximately 200 feet north of 11th Street
 - Silver Creek Trail from 15th Street to Deer Valley Dr.
 - New sewer lateral near 9th Street, 110 feet east 25 feet south
 - New Sewer lateral near 1030, 85 feet east

Quality Levels D, C & B

Complete the mapping of utility alignments as follows:

- Upper Main Street quality Level D
- Produce and obtain necessary encroachment permits from local jurisdiction(s) to perform the Work within project right-of-way
- Coordinate with a local traffic control provider to produce traffic control plans and secure traffic permits from local jurisdiction(s)

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Receive Quality Level “D” as-built/record drawings from Client and Utility Owners
- Quality Level “C & B” Designation efforts will be performed with electromagnetic (EM) detection equipment including but not limited to a Vivax VM810, Vivax vLoc Pro2, Magnawand ID 2100 and Pipehorn 800. The use of EM devices can produce positive results when target utilities are of conductive (metallic) material.
- Identify and record surface appurtenances for subsurface utilities, i.e. manholes, valves, hydrants, etc.
- Attempt to achieve Quality Level B for non-gravity subsurface utilities. For gravity fed utilities, attempt to achieve Quality Level C including obtaining inverts (measure downs) when possible. Where unable to attain Quality Level B or C, subsurface utilities will be categorized Quality Level D based on Utility Agency/Owner records.
 - ◆ Non-gravity subsurface utilities include communication, electric, steam, water, gas, traffic signal, traffic power, and streetlight. In addition to trunk/main lines, attempt to designate services lines above 1.75” for all utilities mentioned above. However, small diameter services under constructed of non-toneable material (generally water, sewer and/or steam) are impracticable to designate.
- Gravity fed subsurface utilities include sanitary and storm sewers. Due to their typical linear nature, traditional collection of information, through accessing manholes and structures to inventory and survey the presence and location of pipes inside the structure, provides the desired information for these types of facilities. In addition, sanitary services are typically not able to be designated or investigated in the field as there is often limited or no accessibility and typically, they are small size and non-toneable. If traditional survey does not provide the needed information, such as where connectivity questions or where curved sewer alignments exist, (assuming access and conditions inside the pipe permit) a sonde or flexrod may be pushed through and tracked to assist in such situations.
- For Quality Level “B” Designation efforts of nonconductive materials such as PVC, Asbestos Cement, Terracotta, and Plastic pipes. SUE technicians will utilize an LMX100 250 MHZ ground penetrating radar (GPR) unit that will provide the opportunity to detect utilities of non-conductive material as well as undocumented utilities.
- Produce electronic field sketch (not to scale) of utilities detected and surface facilities
- QA/QC Designation field sketch against Quality Level “D” as-built/record drawings

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Coordinate with the project surveyor as needed for collection of Designating reference points and surface utility appurtenances

Quality Level A

Complete utility test holes via vacuum excavation methods at the locations to be determined at a later date. Test hole work as follows:

- Produce and obtain necessary encroachment permits from Park City to perform the Work within right-of-way
- Coordinate with a local traffic control provider to produce traffic control plans and secure approved traffic control permits from Park City
- Coordinate the set-up and breakdown of traffic control devices at test hole locations
- Layout test hole locations in the field using various pieces of geophysical locating equipment and processes, i.e. electromagnetic, ground penetrating radar, as-built plans, etc.
- Notify and pre-mark test hole locations for Blue Stakes of Utah 811 Call-Before-You-Dig service 48 hours before any excavation
- Removal of pavement and concrete surfaces will be accomplished by use of a 10" diameter core drilling process
- Use air vacuum excavation methods to excavate and expose targeted utility
- Record utility data: type, depth, size, and material as readily obtainable. If the utility is a duct bank or encased, we will attempt to record top, bottom, width and configuration.
- Backfill test holes located in natural ground or sidewalk with native material excavated from the hole and compacted pneumatically in one-foot lifts
- Backfill test holes located in roadway (asphalt or concrete) with CLSM (slurry) as required by Park City
- Surfacing restoration of test holes within pavement/concrete surfaces will comply with Park City requirements using Utilicor Technologies; Utilibond™ bonding agent to replace cores.
- Coordinate with the project surveyor as needed for collection of test hole reference points

B. Assumptions

55,000 linear feet of designating and 75 test holes for Park Avenue. A per test hole price will be provided in the event that extra test holes are needed.

- All work will be within Park City or UDOT right-of-way
- Access to properties not owned by Park City will be coordinated by Park City when necessary
- Permit and inspection fees will be waived by Park City
- Work will be completed during regular business hours. If it is necessary to complete work at night, additional costs will apply.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Park City will provide all available City utility records/maps
- Designation and test hole reference points will be surveyed to project control by the project surveyor. Project Surveyor will provide AutoCAD file using required CADD standards depicting the utility lines resulting from the survey.
- Measurement of utility size will be completed by hand measurements and will be recorded as Nominal Pipe Size (NPS). The nominal size may not match the outside dimension of the utility but will be within the nominal size standardized dimensions.
- Any and all available utility records/maps will be provided prior to start of the field investigation
- Park City will coordinate clear access to work area and utility manholes/vaults of City owned utilities, if necessary
- Test Hole locations will all be conducted at one time. Any additional mobilizations will be considered additional work
- Test Hole standard bill rate is based on a maximum depth of 7.00'. If the hole exceeds 7.00' an additional per foot charge applies. Test holes for the sanitary sewer may exceed 7 feet. Deeper holes will be provided as determined later will be conducted as an additional per foot charge and included as Additional Work.
- All data will be referenced to the control network that will be provided by the project surveyor
- One week permitting process times.
- If pavement/concrete restoration other than the coring process previously described is required by local jurisdiction(s), an additional cost-plus fee will apply
- Test hole size measurements and centerline of utility and structures over 24" are difficult to obtain due to the small size of the test hole excavation. The nominal pipe size of these larger diameter pipes/structures are considered approximate unless an additional test hole is performed, which can be done as Additional Work.
- Due to the small size of the test hole excavation, it is difficult to obtain measurement on more than one utility per test hole. Will obtain information on multiple utilities when possible.
- No guarantee can be made that locating the top, bottom, width and configuration of duct bank utilities or slurry/concrete encased utilities can be achieved due to limited visual ability within standard test hole size and existing ground conditions for visual verification.
- No guarantee can be made that all utilities will be discovered and located due to the many variables such as materials, depth, signal interference, lack of utility record information and environmental factors.
- Nonmetallic utilities such as PVC, asbestos cement, terracotta, and plastic

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

pipes are considered nonconductive and cannot be traced with electromagnetic designating instrumentation.

- Ground penetrating radar (GPR) equipment will be used in an attempt to discover and locate nonmetallic/nonconductive utilities.
- Various factors can affect GPR results, such as pipe size, depth, and, most importantly, environmental factors such as soil conditions and subsurface ground water. No guarantee can be made that all nonmetallic utilities will be discovered and located.
- Quality Level A test hole costs for the Sanitary Sewer will be tracked separately.

C. Work Products

Designating Quality Levels D, C & B

Provide an AutoCAD utility file depicting the utilities discovered within project limits based on record research and field investigation. The utilities will be depicted per ASCE 38-02 quality level guidelines and Park City CADD Standards.

Test Hole Quality Level A

Provide a Test Hole Data Report in a Portable Document Format (.pdf) for each completed location and a combined spreadsheet including X, Y and Z coordinates. Such Report shall include the following information.

- Test hole number and date of completion
- Approximate plan and section view (not to scale) of utility and test hole location in relationship to the existing roadway and ground surface
- Collected utility data: type, depth, size and material as readily obtainable
- Provide utility photos where obtainable at exposed locations
- Provide an updated utility Quality Level D, C & B 3D CADD utility file incorporating the new Quality Level A test hole information

Task 12 - Utility Coordination

A. Description

The following outlines the basic activities to be completed for utility coordination of **power, gas, and communication** utility owners. Generally all work will be completed in accordance with the UDOT Utility Coordination MOI, Admin. ``Rules R930-7 and R930-8, and 23 CFR 645, modified as needed to meet the requirements of Park City. With the initiation of the SUE process, utility companies will be contacted, notifying them of the project as well as requesting easement and betterment information.

- **Utility Conflict Matrix:** Potential conflicts will be identified once the utilities are depicted. A conflict analysis will be performed reviewing the proposed project construction for potential impacts, both direct and indirect to existing

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

utility facilities. A conflict matrix will be prepared to track conflicts through the life of the project from identification to resolution.

- **Utility Information Meeting:** A Utility Information Meeting will be held to review potential utility impacts and resolutions with the utility companies and the CM/GC team. As part of this meeting any utility relocations requiring long lead time will be identified.
- **Utility Design Meeting:** As design progresses, the conflict matrix will be updated accordingly. A Utility Design Meeting with affected utility companies reviewing all potential conflicts and their potential corresponding resolutions establishing action items so cost-effective resolutions are reached. Test hole locations to provide additional information on potential utility conflicts will be discussed. KCI will request relocation plans, estimates (if applicable) and schedules from the involved utility companies.
- **Utility Relocations:** Coordinate with the affected parties to facilitate plan and cost estimate (if applicable) development for utility relocation work that will be included in the construction contract. This work may also include portions of utility relocations, such as trenching or conduit placement, that will be completed by the utility companies.
- **Final Utility Design Meeting** to resolve any remaining unresolved utility conflicts and prepare for the transition from design to construction. Coordinate with utility companies to facilitate completion of their utility relocation plans, estimates (if applicable) and schedules. The CM/GC team will review the submitted utility relocation plans, estimates (if applicable) and schedules will be conducted to make sure that all utility conflicts have been addressed and that they are compatible with project construction and other utility relocations.

B. Assumptions

- Coordinate with the power, gas and communications companies as well as the project team for water, storm sewer and sanitary sewer
- Park City shall provide franchise agreements, permit records and any other pertinent agreements for all utilities within the project corridor

C. Work Products

- Minutes of Utility Meetings
- Utility Conflict Matrix
- Approval of submitted utility relocation plans, estimates (as applicable) and schedules
- Utility specification (Limitations of Operations)

Task 13 - Touch Points to the public

A. Description

- Initial Touch Point –May

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- ◆ Mailer and Survey
- ◆ Pilot Project Impact
 - Engage
 - Survey
- ◆ Advertise the design of the project and moving forward with the council approved option
 - Outline items of project
 - Utility upgrades
 - Roadway improvements
 - CM/GC approach
 - Schedule
 - Gather input from Survey
 - Do you have a home that fronts Park Ave?
 - Who would you like us to contact for design/ construction coordination? Property Managers?
 - Are there concerns you have regarding your frontage? Heated driveways? Additional information?
- Provide an initial touch point for the residents and businesses in the upper Main Street area.
- Hold a meet the Contractor Meeting – July / August
 - ◆ Introduce more about the CM/GC process
 - ◆ Present 30-60% plans
 - ◆ Gather input
 - Explain challenges and approaches
 - Include questions that we can incorporate
- Construction Sequencing Meeting– November
 - ◆ Present 90% plans
 - ◆ Present construction sequencing / approach
- Construction Begins Meeting – Spring 2022
 - ◆ Present 90% plans
 - ◆ Present construction sequencing / approach

B. Assumptions

- Meet The Contractor meeting will be a zoom meeting on-line
- Construction Sequencing meeting will be a zoom meeting on-line
- Construction Begins meeting will be a zoom meeting on-line
- Two meetings with City Council
- Two meetings with the Planning Commission

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

C. Work Products

- Meeting Records
- Survey Results

Task 13A – Public Involvement

A. Description

- In order to meet the needs of the audience for each area (Park Ave. and Upper Main Street), information will be separated with a direct link between the two projects.
- Develop Outreach Strategy
 - ◆ Develop Community Engagement plan with updates for the Park Avenue Project and for the upper Main Street area.
 - ◆ Review and develop database of homeowners in the two areas, compile addresses
- Develop Outreach Materials
 - ◆ Provide a project brand for each of the areas that are linked to show the same project team and contractor.
 - ◆ Provide regular internal updates / communication for council meetings.
 - ◆ Review and update Park City webpages. It is assumed that each study will maintain its own information but will be directly linked
 - ◆ Develop initial survey for homeowners / public for the Park Avenue Area.
 - Gather feedback on preferred option
 - Gather contact information – specifically if second homeowners
 - ◆ Create mailers for homeowners along the corridor for the Park Avenue Area
 - ◆ Create information sheets with information for each area
 - ◆ Create ads for Park Record for major events
 - ◆ Work with Park City Communications to post information to ‘Engage Park City’ to gather information for the Park Avenue area
 - ◆ Work with Park City Communications to post information to ‘Engage Park City’ to gather information for the upper Main Street area
- Hold Meetings with Stakeholders – it is assumed the meetings will be held on the same day with information available for each project area
- Coordinate with Project Team
 - ◆ Attend Design Team Meetings
 - ◆ Attend Communication Team Meetings
- Coordinate with Project Partners as needed to provide updates
 - ◆ Snyderville Basin
 - ◆ Emergency Services
- Coordinate With Key Stakeholders / Community Groups

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- ◆ Coordinate with PC Staff
- ◆ Recreation - access to Park and Rec Center
- ◆ PC Library
- ◆ PC Special Events
 - Miners Hospital rentals
 - Common events
 - Egyptian rental
 - Sundance
- ◆ Coordinate with PC Merchants
- ◆ Coordinate with Businesses along the corridor
- ◆ Coordinate with the upper Main Street residents and businesses
- Respond to Stakeholder Concerns
 - ◆ Respond to general stakeholder concerns via phone and email.
 - ◆ Attend necessary meetings to resolve issues
- B. Assumptions
 - Park Avenue and upper Main Street meetings will be held on the same day at subsequent time s in order to present relevant information to each audience.
 - PC will provide spreadsheet of contacts to compile addresses
 - 4 updates to the web page
 - PC Survey Monkey account will be used for survey of homeowners
 - ½ page postcard for homeowner mailers
 - 3 information sheets during design (Utilize PC EMMA account to send information)
 - 4 touch points with the Park Record
 - Hold one online meeting Zoom meeting and 2 in person Stakeholder Meetings
- C. Work Products
 - Communication log
 - Updated contacts spreadsheet
 - Postcard mailers
 -

Task 14 – Envision ISI

- A. Description

The ISI Envision checklist will be reviewed during the kickoff meeting. The checklist items will be tracked and reviewed at each design meeting to monitor progress. The project will be scored and rated using the ISI Envision Rating System. The requirements for formal submittal will be tracked. Cost estimates will be prepared for formal submittal.
- B. Assumptions
 - Items identified to improve the score will be approved during the concept

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

design so that final plans will not need to be redesigned.

- Submittal to Envision for score verification is not part of this scope but would be included as additional work

C. Work Products

- ISI Envision Checklist with ratings
- Cost estimate for formal submittal

Task 15 – Right of Way and Property

A. Description

- Research and prepare ownership records, warranty deeds and easement documents as needed for parcels along Sullivan Road alley
- Prepare property exhibits showing the extent of the affected properties

B. Assumptions

- Research ownerships of approx. 15 Parcels along the Sullivan Ave. alley between Park Ave. and Deer Valley Drive for base map.
- 3-4 Acquisitions
- 10 Acquisitions for safety concerns such as ADA ramps
- No easements for Park Ave.
- Property access letters for construction of utility laterals or other improvements are not included in this scope of work but would be included as extra work or included in phase 2.

C. Work Products

- Deed Documents, ownership records, property exhibits as required for acquisition

Task 16 – Preliminary 30 Percent Review/Geometry Review Meeting

A. Description

- Prepare 30% review meeting agenda
- Attend 30% review meeting
- Compile 30% review comments
- Compile bid Item and quantity list
- Conduct Risk Workshop and develop Risk Savings Register

B. Assumptions

- Hard copies will be delivered to Park City. UDOT will download documents from ProjectWise
- CM/GC Contractor and ICE will participate in the review meeting

C. Work Products

- Comment resolution form with 30% comments

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

Task 17 – 60 Percent Design

A. Description

- Advance design to 60% level. Including
 - ◆ Address 30% comments
 - ◆ Typical Section Sheets
 - ◆ Roadway plan sheets with callouts
 - ◆ Profile sheets with vertical alignment and super-elevation diagram
 - ◆ Signing and striping sheets with new and relocated signs and striping, including removals.
 - ◆ Retaining wall plans
 - ◆ Landscaping plans
 - ◆ MOT plan
- Develop 60% Drainage Plans
 - ◆ Drainage plan sheets
 - ◆ Storm drain trunkline plan and profile
 - ◆ Detention plan and grading
 - ◆ Drainage details
- Preliminary SWPPP
- Update bid item list and quantities
- Develop 60% utility plans with test holes information at possible utility conflict locations
- Compile and maintain risk and savings register (done at team meetings)
- Develop 60% Waterline plan and profile drawings and details
- Include 60% Sewerline plan and profile drawings and details (integrated into submittal but contracted separately with SBWRD)
- Draft technical specifications
- Landscape irrigation and aesthetics concept plan will be developed during the 60% design phase. This will include roadside landscaping, native restoration areas, and conceptual aesthetic treatments identified during the planning phases of the project.

B. Assumptions

- Street lighting is not included in this scope but would be included as additional services
- A maximum of two retaining wall designs (sections) are included. The included walls are simple walls for the “Gateway Box” and landscaping.
- No final planting plans

C. Work Products

- 60% plans
- 60% technical specification
- 60% bid item and quantity list

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Conceptual plans for landscape and aesthetic treatments
- Risk and Savings Register

Task 18 - 60 Percent Design/Plan in Hand Review Meeting

- A. Description
 - Prepare 60% review meeting agenda
 - Attend 60% review meeting
 - Compile 60% review comments
- B. Assumptions
 - Hard copies will be delivered to Park City
 - CM/GC Contractor and ICE will participate in the reviews
- C. Work Products
 - Comment resolution form with 60% comments.

Task 19 – 90 Percent Design

- A. Description
 - Advance design to 90% level. Including
 - ◆ Address 60% comments
 - ◆ Typical Section Sheets
 - ◆ Roadway plan sheets with callouts
 - ◆ Profile sheets with vertical alignment and super-elevation diagram
 - ◆ Signing and striping sheets with new and relocated signs and striping, including removals.
 - ◆ Retaining wall plans
 - ◆ Landscaping plans
 - ◆ MOT plan
 - Develop 90% Drainage Plans
 - ◆ Drainage plan sheets
 - ◆ Storm drain trunkline plan and profile
 - ◆ Detention plan and grading
 - ◆ Drainage details
 - Final SWPPP
 - Update bid item list and quantities
 - Develop 90% utility plans with test holes information at possible utility conflict locations
 - Compile and maintain risk and savings register (done at team meetings)
 - Develop 90% Waterline plan and profile drawings and details
 - Include 90% Sewerline plan and profile drawings and details (integrated into submittal but contracted separately with SBWRD)
 - Technical specifications

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- Landscape irrigation and aesthetics concept plan will be developed during the 90% design phase. This will include roadside landscaping, native restoration areas, and conceptual aesthetic treatments identified during the planning phases of the project.
- B. Assumptions
 - Street lighting is not included in this scope but would be included as additional services
 - A maximum of two retaining wall designs (sections) are included. The included walls are simple walls for the “Gateway Box” and landscaping.
 - No final planting plans
- C. Work Products
 - 90% plans
 - 90% technical specification
 - 90% bid item and quantity list
 - Conceptual plans for landscape and aesthetic treatments
 - Risk and Savings Register

Task 20 - 90 Percent Review Meeting

- A. Description
 - Prepare 90% review meeting agenda
 - Attend 90% review meeting
 - Compile 90% review comments
- B. Assumptions
 - Hard copies will be delivered to Park City
 - CM/GC Contractor and ICE will participate in the reviews
- C. Work Products
 - Comment resolution form with 90% comments.

Task 21 - Final Design

- A. Description

The Final Design review will be to verify all comments have been accurately included. Finalize plan sheets

 - Address 90% comments.
 - Prepare special provisions
 - Update Engineer’s Estimate
 - Update PDC based on final design elements.
 - Compile and maintain risk and savings register (done at team meetings)
 - Develop Final Drainage Plans
 - ♦ Drainage plan sheets

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- ◆ Storm drain trunkline plan and profile
- ◆ Detention plan and grading
- ◆ Drainage details
- Finalize Waterline plan and profile drawings and details
- Incorporate final Sewerline plan and profile drawings and details (integrated into submittal but contracted separately with SBWRD)
- Finalize technical specifications
- Finalize landscape and irrigation plans
- Finalize aesthetics plan
- Finalize SWPPP
- Finalize bid item and quantity list
- Finalize the hydraulic report
- B. Assumptions
 - No new comments will be added during the Final Review
- C. Work Products
 - Final plans
 - Final technical specifications
 - Final Hydraulic Report
 - Final bid item and quantity list
 - Risk and Savings Register

Task 22 – Final Design Review

- A. Description
 - Prepare final design review meeting agenda
 - Attend final design review meeting
 - Compile final design review comments
- B. Assumptions
 - Hard copies will be delivered to Park City
 - CM/GC Contractor and ICE will participate in the review meeting
- C. Work Products
 - Comment resolution form with Final Design comments.

Task 23 – Prepare CM/GC Contractor Bid Document (Phase 2)

- A. Description

Address final design and public meeting comments, and prepare final bid documents including the design drawings, bid schedule, measurement and payment, technical specifications and Engineer's Estimate in an electronic format should the city elect to sever and not award to CM/GC contractor.
- B. Assumptions
 - Attend one meeting with City advertising personnel
 - This work would be part of Phase 2 and not included in this project

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

C. Work Products

- Bid document package in electronic format (CDs)

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Payment for Extra Work shall be made on a time and materials basis, based on actual pay rates in effect for personnel working on the project. Actual pay rates will then be subject to a 3.10 multiplier for overhead and fee, which will then be the billing rates charged to the City. Pay rates are subject to change in accordance with pay changes for the personnel working on the project.

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



CERTIFICATE OF LIABILITY INSURANCE

10/5/2021

DATE (MM/DD/YYYY)
7/1/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20443
INSURED 1383226 STANLEY CONSULTANTS INC. 6975 UNION PARK AVENUE #300 COTTONWOOD HEIGHTS UT 84047			

APPROVED

COVERAGES

CERTIFICATE NUMBER: 17679824

REVISION NUMBER: XXXXXXXX

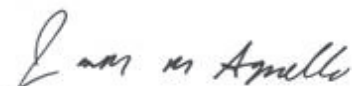
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH008220975	10/5/2020	10/5/2021	\$1,000,000 PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PARK AVENUE ROADWAY RECONSTRUCTION, R0003.02.46.

CERTIFICATE HOLDER

CANCELLATION

17679824 PARK CITY MUNICIPAL CORPORATION PO BOX 1480 PARK CITY UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Total Hours	UM Total	2088	\$417,720.69
Original Hours for UM		58	-\$8,950.36

Stanley Upper Main Total	2030	\$408,770.33
KCI		\$ 18,423.57
VIA Consulting		\$ 32,172.45
AGEC		\$ 13,418.30
BC&A		\$16,414.00

Total Billed since 2021	\$494,896.31
Modification 1	\$489,198.65

Council Agenda Item Report

Meeting Date: May 25, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve a Three-Year Professional Service Agreement with Park Silly Sunday Market (PSSM) for Event Planning Services for the Fourth of July and Miners' Day Not to Exceed \$50,000 annually for a Total of \$150,000 over Three Years), in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Special Event Planning Service Agreement Staff Report](#)

[Exhibit A: Draft Service Provider Agreement with PSSM](#)

[Exhibit B: PSSM Event Planner Proposal](#)

City Council Staff Report

Subject: Event Planning Service Agreement
Author: Jenny Diersen, Chris Phinney
Department: Special Events
Date: May 25, 2023
Type of Item: Administrative

Recommendation

Consider a request to award a three-year Professional Service Agreement (PSA) with Park Silly Sunday Market (PSSM) for Event Planning Services for the Fourth of July and Miners' Day not to exceed \$50,000 annually (\$150,000 over three years), in a form approved by the City Attorney (**Exhibit A**).

Executive Summary

The Fourth of July Celebration and Miners Day Celebration are two of the defining events on Park City's summer event calendar. They are distinctive in that the City is the Applicant, producer, and regulator. To successfully execute these important community events, an Event Planner is necessary to coordinate event and activity providers, parade participants, and vendors.

Over the last year, we received clarity from Council on the appropriate role of the Special Events Department with regard to planning and executing these two events. On March 9, 2023 ([report](#) p. 356, [minutes](#) p. 13), City Council approved updates to the City's [procurement policies](#). Because the total fund allocation for Event Planning Services exceeds \$100,000 over the term of the contract, this item requires approval by the City Council.

Fourth of July

In 2015, after the Park City Ambassadors, a volunteer arm of the Chamber of Commerce dissolved, the City took on the organizational responsibilities of the City's Fourth of July Festivities. Over the years, many changes have been made to ensure we focus on local community participation. Since then, we also hired an outside Event Planner to help organize the day-long event.

Originally, the Event Planner contract was awarded to Junior Richards. The most recent [Event Planner Agreement](#) was procured in 2019, expired in 2021, and was awarded to Park Silly Sunday Market. In 2022, we requested quotes for a one-year service provider contract while we worked to understand the long-term strategy for the City's civic special events. After receiving two proposals, we executed a [one-year Agreement](#) with PSSM that was approved administratively consistent with our procurement policies.

Miners' Day

On May 26, 2022 ([report](#) p. 5 / [minutes](#) p. 2), the Park City Rotary Club asked the City to assume responsibility for organizing the Miners Day Festivities. In 2022, we collaborated on the event as we worked through role changes, including the City being the Applicant. This included hiring an Event Planner for one year, which didn't require Council approval based on the procurement policies at the time. Separately, as Council directed, we are working on a long-term Agreement with Park City Rotary Club for

Miners' Day and anticipate bringing this back for Council consideration at the June 22 meeting.

Analysis

The Event Planner Agreement expired in 2022. Rather than piecemealing separate Agreements together, we seek a consistent Event Planner to work with over several years. We also requested a budget to cover the potential costs, which were included in the recently adopted FY24 tentative budget.

To begin planning both events, we released an [RFP for Event Planner Services](#) for the Fourth of July and Miners Day on April 18, 2023. We advertised the opportunity through the City's RFP website and e-notifications, and by emailing six local service providers the information. The RFP closed on Friday, May 5, and we received two proposals.

A selection committee of Special Events, Police, Building, and Parking scored the applications. Together, they had a collective score of 3.8 out of 5 for PSSM and 3.15 out of 5 for Live Strategies Group. As a result, we recommend a PSA with PSSM (**Exhibit A & B**) for Event Planner Services based on the following:

- PSSM's qualifications, experience, professionalism, and willingness to adapt to the needs of Park City;
- PSSM is willing to meet the City's contract, indemnity, and insurance requirements; and
- PSSM is a local vendor who understands the event's complexity and has relationships established with local partners and trade associations.

Funding

Funds for event planning services come from the Special Events budget and are included in the FY24 Budget request. Typically, we have also written a Restaurant Tax Grant to cover some of the expenses. However, based on the March 23, 2023, Work Session ([report](#) p. 5 / [minutes](#) p. 1-3), Council provided direction to fund civic events from the City budget and no longer pursue grants that require marketing outside of Summit County.

Separate funds to support the operations of this event (for items such as police, transit, drone show, music, etc.) are not included in the Event Planner Agreement and come from the Special Events budget and other departmental line items.

Exhibits

- A Draft Special Service Agreement for Event Planning Services with PSSM
- B PSSM Event Planning Services Proposal

DRAFT
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 Park Silly Sunday Market, a Utah non-profit 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 Fifty Thousand Dollars (\$50,000) annually.

The City has designated the Special Events Manager, 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 September 30, 2025, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payment for services provided hereunder shall be made as follows:
Per the schedule of Scope of Services outlined in **Exhibit A**, fifty percent (50%) of the service cost upon receipt of the pre-event invoice, and the remaining amount of the service cost is to be paid within sixty (60) days upon completion of services provided and receipt of invoice.

The total project maximum funds available are not to exceed **FIFTY THOUSAND DOLLARS (\$50,000.00) annually.**

- 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- 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 the 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 the 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 the 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 the 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.

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- 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 EMPLOYEES/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 the Service Provider claims or recovers compensation from the City

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

- 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. 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.
- D. 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

- E. Should any of the above described policies be canceled 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.
- 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.
- G. 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES 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; 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

23. ELECTRONIC SIGNATURES.

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

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Name: PARK SILLY SUNDAY MARKET, a Utah non-
profit corporation
Address: PO Box 684229
City, State, Zip: Park City, UT 84068

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Tax ID#: 12228988-002-STC
PC Business License# B-013196

Signature

Printed name

Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

Printed name _____

Signature: _____

**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 _____, 2023, at

_____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

Service Provider Requirements:

- The Service Provider will demonstrate strong organizational skills and be responsible for the coordination of event planning, logistics, and execution. Experience managing and coordinating large-scale public events is required.
- Experience in obtaining Utah Department of Alcoholic Beverage Control permits, interactions, enforcement, and compliance is required.
- The Special Events will take place on July 4th and Miners Day (Labor Day). The project will require working late and early hours for event preparations and breakdown, in addition to planning and meeting requirements between May 1 and September 30. It is the responsibility of the Service Provider to coordinate and manage vendors, entertainment, labor, and equipment required for event execution as part of the stipend. The City has a separate budget for the cost of event operations, which is not included in the Service Provider scope. The Service Provider will coordinate all aspects of the scope of the project with Park City Municipal Corporation's Special Events Department.
- Physical demands are required for this project. While performing the duties of this job, the Service Provider is frequently required to sit, stand, walk, run, talk, and hear. Additionally, they are required to use their hands to handle or operate objects, controls, or tools. The Service Provider must occasionally be able to lift and or move more than 40 pounds.
- The physical demands and work environments described herein are representative of those that must be met by the Service Provider to successfully perform the essential functions of the project. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Accommodation will be examined on a case-by-case basis.
- Work is performed both in a climate-controlled office setting, as well as performed in vehicles and outdoor settings, in all weather and temperature conditions. The work performed will require small amounts of travel to and from meetings, training, or public engagements. The tasks may involve periodic stressful situations.
- The Service Provider must act professionally. They are responsible for answering emails and phone calls in a timely manner. The Service Provider will use their own personal cell phone, computer, and email for tasks as outlined in the scope.
- The Service Provider will coordinate directly with the Special Events staff for the project. The selected Service Provider should be prepared to demonstrate a willingness to work

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

collaboratively with a large team comprised of both City staff and community partners. This should include the ability to establish and maintain effective working relationships with employees, other divisions, and the public with effective communication (both orally and written).

- The ability to work independently and handle multiple tasks simultaneously, as well as the ability to organize projects, manage vendors, meet deadlines, and coordinate between various individuals is required.

The Fourth of July Service Provider's Scope of Services includes providing the following tasks:

Vendor Coordination – Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting event sponsors;
- Vendor coordination meetings;
- Mandatory vendor final pre-event meeting;
- Coordination of all activity providers – Rugby, 5K Run, Parade, Volleyball, Breakfast, BBQ, Kids & Family Games, Fireworks/Drone Show, etc.
- Securing entertainment for park and parade;
- First aid/lost and found, park access/security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up;
- Residential and parking mitigation in coordination with Transportation Planning; and
- Park activity volunteer coordination.

Parade & Participant Coordination – Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating the 4th of July Parade, including:

- Mandatory parade participant pre-event meeting;
- Managing parade application entries;
- Securing parade entertainment (including musical entertainment & flyover);
- Participating in the parade selection/coordination committee;
- Organizing parade entrant line up (order of parade applicants);
- Coordination of parade volunteers;
- Coordinating with other activities or events that may be political in nature (first amendment activities);
- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Managing parade course including coordination of emcee/public relations, street closures, drop off, pick up, and parking, in coordination with Transportation Planning and Community Engagement; and
- Participating In parade safety and security planning.

Drone Show & Evening Event Coordination – Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating the 4th of July Drone Show and evening events, including:

- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning;
- Coordinating the event with Transportation Planning – both for traffic ingress and egress, bus, bike, and walk promotions, transit, and taxi/rideshare coordination; and
- Afternoon/ evening activities and coordination at Park City Mountain Resort Base.

Volunteer Coordination - Under the supervision of the Special Events Department, the Service Provider is responsible for coordinating the 4th of July volunteers, including, but not limited to:

- PR and outreach for volunteers;
- Mandatory volunteer pre-event/appreciation meeting;
- City Park Vendor activities;
- Parade course and participants;
- Post event clean up; and
- PR and outreach.

An anticipated schedule of work requirements for the Service Provider is outlined below.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Weekly Schedule	Hours of Work Expected	Days of the week Work Expected	Expected Work Requirements
Week of May 14	10	Regular Work Week and Business Hours	Coordination Meetings, Final DRAFT Review of parade, volunteer and vendor applications
Week of May 14	10	Regular Work Week and Business Hours	Coordination Meetings, Release Parade Float & Volunteer Application
Week of May 14	10	Regular Work Week and Business Hours	Final Fee Reduction Announced, Coordination Meetings, Draft site plans, Draft 4th of July Transportation & Communications Plans Due
Week of May 21	10	Regular Work Week and Business Hours	Finalize all City Park Vendors
Week of May 28	10	Regular Work Week and Business Hours	Final DRAFT Site Plans, Parade Applications Due, Final DRAFT Transportation and Communication Plans Due
Week of June 4	20	Regular Work Week and Business Hours	Late Parade Applications Due, Finalize Volunteer Positions, FINAL Transportation and Communications Plans Due
Week of June 11	20	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize parade line up, vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of June 18	25	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize all parade, and city park operations and logistics. This includes separate volunteer, parade and vendor information meetings. Full execution of Communications and Transportation Mitigation Messaging
Week of June 25	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event planning and logistics. Final permitting and planning with SE team.
Week of July 2	40	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Friday through Wednesday, Fourth of July requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of July 11	10	Regular Work Week and Business Hours	Summary and debrief meetings
Week of July 16	5	Regular Work Week and Business Hours	Final debrief meetings
Week of July 30	5	Regular Work Week and Business Hours	Final wrap of event
Total Hours for the Project	215		

The Miner's Day Service Provider Scope of Service includes providing the following tasks:

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Vendor Coordination – Under the direction of the Special Events Department, the Service Provider is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting event sponsors;
- Vendor coordination meetings;
- Mandatory vendor final pre-event meeting;
- Coordination of all activity providers – face painting, petting zoo, rock climb, kid's games, live music, mucking and drilling, beer garden, and food trucks;
- Securing entertainment for the park and parade;
- First aid/lost and found, park access/security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power, and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Park Activity Volunteer Coordination.

Mucking & Drilling Coordination – Under the direction of the Special Events Department, the Service Provider is responsible for coordinating Mucking and Drilling, including, but not limited to:

- Soliciting Miners to participate in the competition;
- Acquiring and moving muck and rocks;
- Scheduling pre-meetings as necessary;
- Securing announcer for Muck and Drilling Event;
- First Aid/Lost and Found, Park Access/Security;
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power, and stage/temporary material or structure set up;
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Volunteer Coordination.

Volunteer Coordination - Under the direction of the Special Events Department, the Service Provider is responsible for coordinating the Miner's Day volunteers, including, but not limited to:

- PR and outreach for volunteers;
- Mandatory Volunteer Pre-Event/Appreciation Meeting;
- City Park Vendor Activities;
- Parade Course and Participants;
- Post Event Clean Up; and

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- PR and outreach.

An anticipated schedule of work requirements for the Service Provider is outlined below.

Weekly Schedule	Hours of Work Expected	Days of the week Work Expected	Expected Work Requirements
Week of July 30	30	Regular Work Week and Business Hours	Introductory Meetings, Event details and review work plan. Coordination Meetings, review and release vendor and volunteer applications. Draft site plans.
Week of August 6	15	Regular Work Week and Business Hours	Coordination for City Park Vendors, Mucking and Drilling Competitors, Finalize Site Plans, Coordinate Transportation and Communication Plans.
Week of August 13	15	Regular Work Week and Business Hours	Finalize Volunteer Positions, Muck & Drill Positions due, Transportation and Communications Plans Due
Week of August 20	15	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize vendor and volunteer logistics, coordination meetings, ongoing city park and volunteer and event coordination, Transportation & Communications DRAFT Docx
Week of August 21	15	Regular Work Week as well as possible work on weekend and outside of normal business hours	Finalize city park operations and logistics. This includes separate volunteer, and vendor information meetings. Full execution of Communications and Transportation Mitigation Messaging
Week of August 27	15	Regular Work Week as well as possible work on weekend and outside of normal business hours	Event execution Wednesday through Monday, Miner's Day requires up to 15 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of September 3	20	Regular Work Week and Business Hours	Event execution Wednesday through Monday, Miner's Day requires up to 20 hours of work; this week includes event set up, execution and clean up. A Majority of the work is done outside of meetings and requires physical labor.
Week of September 24	5	Regular Work Week and Business Hours	Summary and debrief meetings, final wrap of event provided to Event Department.
Total Hours for the Project	130		

Attachment "1"
REQUEST FOR PROTECTED STATUS

(Business Confidentiality Claims under Utah's Government Records Access
and Management Act ("GRAMA"), Utah Code § 63G-2-309)

I request that the described portion of the record provided to Park City Municipal Corporation be considered confidential and given protected status as defined in GRAMA.

Name: _____

Address: _____

Description of the portion of the record provided to Park City Municipal Corporation that you believe qualifies for protected status under GRAMA (identify these portions with as much specificity as possible) (attach additional sheets if necessary):

The claim of business confidentiality is supported by (please check the box/boxes that apply):

- () The described portion of the record is a trade secret as defined in Utah Code § 13-24-2.
- () The described portion of the record is commercial or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the provider of the information or would impair the ability of the governmental entity to obtain the necessary information in the future and the interest of the claimant in prohibiting access to the information is greater than the interest of the public in obtaining access.
- () The described portion of the record would cause commercial injury to, or confer a competitive advantage upon a potential or actual competitor of, a commercial project entity as defined in Utah Code § 11-13-103(4).

REQUIRED: Written statement of reasons supporting a business confidentiality claim as required by Utah Code § 63G-2-305 (1) –(2) (attach additional sheets if necessary):

NOTE: Claimant shall be notified if the portion of the record claimed to be protected is classified as public or if the determination is made that the portion of the record should be disclosed because the interests favoring access outweigh the interests favoring restriction of access. Records claimed to be protected under this business confidentiality claim may not be disclosed until the period in which to bring the appeal expires or the end of the appeals process, including judicial appeal, **unless the claimant, after notice, has waived the claim by not appealing the classification within thirty (30) calendar days.** Utah Code § 63G-2-309(2).

Signature of Claimant: _____

Date: _____



Park City Municipal
445 Marsac Avenue
Park City, UT 84060

To the Special Events Department, April 26, 2023
Request for Proposal:

The Park Silly Sunday Market would like to be considered for the Fourth of July / Miners' Day Event Planning Services for the years 2023, 2024 and 2025. The Park Silly Sunday Market has been coordinating / consulting on local events here in Park City / Summit County for the last 17 years. Events include: Summit County Fair / Miners Day Festivities / Park City's 4th of July and more.

4th of July Proposal:

The Park Silly Sunday market under the direction of the Special Events Department, will be responsible for coordinating the **4th of July** volunteers, including, but not limited to:

Vendor Coordination

- Soliciting Event Sponsors
- Vendor Coordination Meetings
- Mandatory Vendor Final Pre-Event Meeting
- Coordination of all Activity Providers – Rugby, 5K Run, Parade, Volleyball, Breakfast, BBQ, Kids & Family Games, Fireworks etc....
- Securing Entertainment for Park and Parade
- First Aid/Lost and Found, Park Access/Security
- Public Services such as temporary trash, recycling, and restrooms
- coordination with environmental sustainability standards, as well as other utility power and stage/temporary material or structure set up
- Residential and Parking Mitigation in coordination with Transportation Planning
- Park Activity Volunteer Coordination

Parade & Participant Coordination

- Mandatory Parade Participant Pre-Event Meeting

- Managing parade application entries
- Securing parade entertainment (including musical entertainment & flyover)
- Participating in the parade selection/coordination committee
- Organizing parade entrant line up (order of parade applicants)
- Coordination of Parade volunteers
- Coordinating with other activities or events that may be political in nature (first amendment activities)
- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning
- Managing parade course including coordination of emcee/public relations, street closures, drop off, pick up, and parking, in coordination with transportation planning and community engagement
- Participating in parade safety and security planning

Drone Show & Evening Event Coordination

- Coordinating with other activities or events that may be permitted within City or County jurisdictions to ensure the best possible outcome for transportation planning
- Coordinating the event with transportation planning – both for traffic ingress and egress, bus, bike, and walk promotions, transit and taxi/rideshare coordination
- Afternoon/ evening activities and drone show coordination at Park City Mountain Resort Base

Volunteer Coordination

- PR and outreach for volunteers
- Mandatory Volunteer Pre-Event/Appreciation Meeting
- City Park Vendor Activities
- Parade Course and Participants
- Post Event Clean Up
- PR and outreach

Budget 4th of July

Contract Event Producer	\$ 25,000.00
-------------------------	--------------

Miners' Day Proposal:

The Park Silly Sunday market under the direction of the Special Events Department, will be responsible for coordinating the **Miners' Day** events, including, but not limited to:

Vendor Coordination – Under the direction of the Special Events Department, the Event Planner is responsible for coordinating vendors for City Park activities, including, but not limited to:

- Soliciting Event Sponsors
- Vendor Coordination Meetings
- Mandatory Vendor Final Pre-Event Meeting
- Coordination of all Activity Providers – face painting, petting zoo, rock climb, kid’s games, live music, mucking and drilling, beer garden, food trucks
- Securing Entertainment for Park and Parade
- First Aid/Lost and Found, Park Access/Security
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Park Activity Volunteer Coordination.

Mucking & Drilling Coordination – Under the direction of the Special Events Department, the Event Planner is responsible for coordinating Mucking and Drilling, including, but not limited to:

- Soliciting Miners to participate in the competition
- Acquiring and moving muck and rocks
- Scheduling pre-meetings as necessary
- Securing announcer for Muck and Drilling Event
- First Aid/Lost and Found, Park Access/Security
- Public Services such as temporary trash, recycling, and restrooms, in coordination with environmental sustainability standards, as well as other utility, power and stage/temporary material or structure set up
- Residential and Parking Mitigation in coordination with Transportation Planning; and
- Volunteer Coordination

Volunteer Coordination - Under the direction of the Special Events Department, the Event Planner is responsible for coordinating the Miner’s Day volunteers, including, but not limited to:

- PR and outreach for volunteers
- Mandatory Volunteer Pre-Event/Appreciation Meeting
- City Park Vendor Activities
- Parade Course and Participants
- Post Event Clean Up; and
- PR and outreach

Budget Miners’ Day

Contract Event Producer	\$ 25,000.00
-------------------------	--------------

Total Overall Event Producer:	\$50,000.00
-------------------------------	-------------

Please let us know best next steps for moving forward.

Sincerely,

A stylized, handwritten signature in black ink, appearing to read 'KSM' or similar, with a large loop at the end.

Kate McChesney
Executive Director
Park Silly Sunday Market
(435) 714.4036