PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 14, 2022

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on July 14, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

WORK SESSION

2:30 p.m. - Planning Commission Applicant Interviews to Appoint Four (4) Members
Planning Commission Interviews Staff Report
Exhibit A: Planning Commission Interview Schedule

4:00 p.m. - 7700 Marsac Avenue (Mine Bench) Work Plan and RFP Update
Mine Bench Work Plan Staff Report
Exhibit A: Existing Conditions Survey
Exhibit B: Land Analysis
Exhibit C: Work Plan
Exhibit D: Draft Mine Bench RFP

CLOSED SESSION - 4:30 p.m.
To Discuss Property, Personnel, Litigation, and Advice of Counsel

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appoint John Hutchings, Puggy Holmgren, Douglas Stephens, Lola Beatlebrox, Randy Scott, Jack Hodgkins, and Alan Long to Staggered Terms on the Historic Preservation Board Beginning July 2022
   Historic Preservation Board Appointments Staff Report

III. PROCLAMATION

1. Consideration to Adopt Resolution No. 14-2022, a Resolution Honoring the McPolin Barn Centennial and Declaring August 2022 as "McPolin Barn Centennial Month" in Park City, Utah
   (A) Public Hearing (B) Action
   McPolin Barn Centennial Staff Report
   Exhibit A: Resolution 14-2022

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

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 June 9, 2022
   June 9, 2022 Minutes

VII. CONSENT AGENDA

1. Request to Approve Two Grazing Leases with Gillmor Ranching LLC for City-Owned Property along SR-248 and the Clark Ranch Open Space in the Amount of $10.00 Each in a Form Approved by the City Attorney
   Gillmor Ranching LLC Agricultural Leases on City Properties Staff Report
   Exhibit A: Clark Ranch Agricultural Lease 2022-2024
   Exhibit B: Park City Heights and Cattle Corral Agricultural Lease 2022-2024

2. Request to Authorize the City Manager to Execute a Professional Services Agreement with Epic Engineering to Provide Public Improvement Inspection Services for Private Developments in an Amount Not to Exceed $225,000.00 in a Form Approved by the City Attorney
   Public Improvement Inspection Services Staff Report
   Exhibit A: Professional Services Agreement

3. Request to Authorize Payment of the City's Self-Insurance in the Amount of $223,251.53 for Settlement
   (A) Public Input (B) Action
   Melissa Peretti for E.P. (a minor) v. PCMC-Personal Injury Litigation Staff Report

4. Request to Authorize the City Manager to Execute the First Amendment to the Design Professional Service Agreement in a Form Approved by the City Attorney with Alliance Engineering, Inc., for the Design and Engineering of the 9th and 10th Street Stairs, Not to Exceed $24,000
   9th and 10th Street Stairs Project Contract Amendment Staff Report
   Exhibit A: Amendment 1 Scope of Work
   Exhibit B: Alliance Engineering DPSA

VIII. OLD BUSINESS

1. Consideration to Adopt Resolution 15-2022, a Resolution Prohibiting Use of Ignition Sources, Including Fireworks and Open Flames, in Park City
   (A) Public Hearing (B) Action
   Ignition Source Prohibition Staff Report
   Exhibit A: Current Environmental Conditions Outlook
   Exhibit B: Resolution Prohibiting Fireworks and Open Ignition Sources

IX. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2022-23, an Ordinance Amending the Municipal Code of Park City Title 4 General Licensing Section 4-1-1 Definitions; 4-2-13 Outdoor Sales; 4-2-4 Use of Public Property; 4-3-2 Specific Additional License Application Requirements; 4-3-4 Code Compliance Inspection; 4-5-1 Regulation of Vending Machines and Mechanical Devices; 4-5-3 Regulation of Nightly Rentals; 4-5-6 Regulation of Food Truck Locations; 4-6-4 Single Even Alcoholic Beverage License; 4-7-

5 Umbrella Organizers; 4-7-6 State Tax Number; 4-8-5 Background Check Requirement; 4-9-1 Mobile Vendors General; 4-9-3 Mobile Vendors Conditions
(A) Public Hearing (B) Action
Title 4 Amendments Staff Report
Exhibit A: Title 4 Redlines
Exhibit B: Ordinance No. 2022-23

2. Consideration to Approve a Professional Service Agreement with Avenue Consultants in an Amount Not to Exceed $60,000, in a Form Approved by the City Attorney, to Provide Public Involvement Services for the Lower Park Avenue Improvement Project
(A) Public Input (B) Action
Park Avenue Public Involvement Project Staff Report
Exhibit A: Park Avenue Improvement Project Proposal

3. Consideration to Approve Ordinance 2022-24, an Ordinance Amending Title 2, Chapter 3, Sections 1-6 of the Municipal Code of Park City
(A) Public Hearing (B) Action
Title 2 Code Amendments Staff Report
Exhibit A: Ordinance with Code Redlines

X. 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: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Work Session
Agenda Section: WORK SESSION

Subject:
2:30 p.m. - Planning Commission Applicant Interviews to Appoint Four (4) Members

Suggested Action:

Attachments:
Planning Commission Interviews Staff Report
Exhibit A: Planning Commission Interview Schedule

City Council
Staff Report

Subject: Planning Commission Interviews
Author: Michelle Downard, Gretchen Milliken
Department: Executive Department
Date: July 14, 2022
Type of Item: Administrative

Summary Recommendation

Council to interview Planning Commission applicants as the City seeks to appoint four members to seats.

Background

The Planning Commission reviews and recommends a wide range of land use applications including Conditional Use Permits, Subdivision and Condominium Plats, and Master Planned Developments for consistency with the General Plan and Land Management Code.

The Park City Planning Commission consists of seven members. Members serve four-year staggered terms, which expire on the second Wednesday in July. Members continue to serve until their successors are appointed and qualified. Members must be residents of Park City and have resided within the City for at least 90 days before being appointed.

PCMC 15-12-1 establishes that Planning Commission members are appointed by the Mayor with the advice and consent of the Council. Due to the importance of this recruitment and the strong desire to gain consensus, the Mayor and City Council will participate in the interviews.

Analysis

Three Planning Commissioners have reached the end of their terms. John Kenworthy's term ended in July 2021 while John Phillips and Laura Suesser's terms end in July 2022. In addition, Doug Thimm submitted his resignation as of May 10, 2022, effective at the end of May. This creates the four vacancies and the need to appoint or reappoint four members to the Planning Commission.

The vacancies were advertised through the Park Record, Park City Website, Park City Newsletter, social media, and a Help Shape Your City Workshop.

Ten applications were received and all eligible applicants were scheduled for interviews during the June 23, 2022, and July 14, 2022, City Council meetings. The applicants include Bill Ciraco, Robert Sertner, Patrick Van Horn, Bryan Markkanen, John Frontero, John Kenworthy, Stefanie Wilson, Ed Parigian, Laura Suesser, and John Greenfield.

Exhibits

Exhibit A: Planning Commission Interview Schedule and Current Commission Information

Planning Commission Interviews

Interviews - June 23, 2022	
2:30	Overview
2:45	Robert (Bob) Sertner
3:00	Stefanie Wilson
3:15	Patrick Van Horn
3:30	Bryan Markkanen

Interviews- July 14, 2022	
2:30	William (Bill) Ciraco
2:45	John Greenfield
3:00	John Frontero
3:15	Ed Parigian
3:30	Laura Suesser (zoom)
3:45	John Kenworthy

Current Planning Commissioners	Term Expiration	Years Served	Background
John Kenworthy	Jul-21	4 (2018)	• Historic Park City Business Alliance, Historic Preservation Board • Business and property owner in Park City and Heber
John Phillips, Chair	Jul-22	7 (2015)	• General Contractor
Laura Suesser	Jul-22	4 (2018)	• Park City Forward Liaison, Utah Bar • Land Use Attorney
Douglas Thimm	Jul-23- resigned	8 (2014)	• Architect
Christin Van Dine	Jul-23	3 (2019)	• Involve with the People's Health Clinic and Mountain Trail Foundation • Ski Patrol at Deer Valley and works in healthcare
Sarah Hall	Jul-24	4 (2018)	• Library Board, Park City Community Foundation • Attorney
William Johnson	Jul-24	2 (2020)	• Site Acquisition Specialist, telecom industry

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Community Development
Item Type: Staff Report
Agenda Section: WORK SESSION

Subject:
4:00 p.m. - 7700 Marsac Avenue (Mine Bench) Work Plan and RFP Update

Suggested Action:

Attachments:
Mine Bench Work Plan Staff Report
Exhibit A: Existing Conditions Survey
Exhibit B: Land Analysis
Exhibit C: Work Plan
Exhibit D: Draft Mine Bench RFP

City Council Staff Report

Subject: 7700 Marsac Avenue (Mine Bench) Work Plan
Author: Browne Sebright - Housing Program Manager
Department: Housing
Date: July 14, 2022
Type of Item: Administrative

Recommendation

Review and consider a draft Request for Proposals (RFP) to develop affordable housing on portions of the Mine Bench Property. Over time, the creation of in-fill affordable housing has been met with considerable neighborhood opposition. In addition to seeking feedback on the draft technical materials, we also suggest Council hold a public hearing and obtain additional community input.

Executive Summary

Park City continues to drive forward the aggressive community goal of 800 new affordable/attainable units by 2026. The plan to reach this goal has several strategies, such as partnering with private entities to develop affordable housing on City land.

Recently, the City released a Request for Qualification (RFQ) to select a preferred development partner to create affordable rental housing on the "Homestake" Lot (LINK). To continue using partnerships to produce affordable housing, the Housing Team went to Council to identify future affordable housing development sites. On March 17, 2022, (Staff Report, Minutes), the City Council discussed a desire to consider an RFP for the Mine Bench property as a location to site affordable housing. This report summarizes the property's history and creates a potential work plan to consider an RFP.

Background

Development of City-Owned Land for Affordable Housing

Park City has been developing affordable housing for the better part of 30 years using a variety of tools. Most notably, four main tools were used - regulatory (inclusionary housing requirement), negotiated (master planned development or annexation), public-private-partnership (working directly with private developers), and owner/developer (PCMC as the developer).

Recent examples include the Woodside Park Phase I (8 units) development, the Retreat at the Park (8 units), Central Park Condominiums (11 units), Iron Horse Transit Housing (13 units), 516 Marsac Avenue (1 unit), Prospector Square Condos (23 units), Snow Creek Cottages (13 units), and Park City Heights (68 units). (Link to Housing Projects Webpage).

These projects were funded through a variety of sources, including the general fund, Lower Park Avenue Redevelopment Agency (LPARDA), developer obligations, and the Transit Fund. Most units were developed as deed-restricted, owner-occupied units with the sales revenue returned to the Housing Fund to help support the next affordable housing project. In addition, units were also developed or acquired by the City over time to support PCMC-specific employee rental affordable housing.

While these models created many units, it is not sustainable long-term without a new revenue source. In other words, the subsidy carried by the City has necessarily increased due to escalating development costs (time and materials), which in turn either decrease the affordability of the units or reduce the amount of money available in the housing pipeline for the next housing project. The Housing financial model also does not address the increasing need for affordable rental units in the Park City area, as opposed to deed-restricted ownership.

As Park City looks to the future, public/private partnerships will be an incredibly important tool if we are to meet our 800-unit goal. To this end, the Housing Team recommends additional consideration of a potential public/private partnership on City-owned land at the Mine Bench.

History
On February 11, 2021 (Staff Report, Minutes), City Council prioritized a list of potential City-owned properties to target for affordable housing development. On March 17, 2022 (Staff Report, Minutes), City Council supported the Housing Team drafting an RFP and scope of work for the potential entitlement and development of a portion of the Mine Bench. City Council also indicated a relatively low prioritization and desire to place the bulk of the entitlement and development process on a future partner(s).

In order to consider developing a portion of the Mine Bench, applicants require approval of several land use applications, including but not limited to a plat amendment, rezone, Conditional Use Permit (CUP), and likely an Affordable Master Planned Development (AMPD). The draft RFP (Exhibit D) outlines requirements in Section I – Project Information (p. 1).

On May 12, 2022 (Staff Report, Minutes), the Housing Team reviewed the Mine Bench Work Plan and an overview of potential challenges associated with developing the site, unit affordability mix, and RFP scope. Challenges also include the existing Ontario trail, a mine shaft, tenant leases, mine impacted soils, existing structures, municipal uses, and steep slopes.

Council also provided input on allowing applicants to include dorms in a unit mix, increasing parameters to 100% workforce housing, and including a provision to target Empire Pass area employees to reduce vehicle trips to and from the area. The Council also discussed having the City initiate land use applications, such as the Plat Amendment, but reached consensus that they would like to see the developer take on this work. Moving the responsibility of entitlement is consistent with other communities that have successfully used public-private partnerships to develop affordable housing.

To prepare the RFP, the Housing Team reviewed several recent public-private affordable housing project RFPs from other jurisdictions, including Boise, ID, Madison, WI, Billings, MT, and Belmont, CA. The examples provide different development typologies, including greenfield and infill development, and project locations with varying transit and multi-modal accessibility. Key elements borrowed from the RFPs noted above, include:

- Making applicants responsible for entitlement approvals, environmental surveys, site surveys, environmental remediation, building permits, and most other predevelopment costs;
- Establishing desired unit mix and affordability levels (no moderate-income housing included), requiring an applicant to proactively identify what, if any, financial support they might require from PCMC;
- Requiring a right of first refusal for PCMC to obtain future units for our own use if necessary; and
- Including a local preference for residents within geographic proximity and requesting a compressed timeline for development.

Analysis

As summarized in the May 12, 2022, staff report, the Housing, Planning, and Sustainability Teams completed an analysis of the Mine Bench property (Exhibit A). On May 12, Council supported returning with a draft RFP that required the developer to entitle the property (rezone, plat amendment, AMPD, etc.) instead of the Housing Team.

The Housing Team, in the collaboration with Sustainability, Transportation Planning, Planning, Engineering, and Legal, drafted an RFP (Exhibit D) and seeks input from Council. The RFP seeks an affordable, multi-unit residential rental project, urban infill, brownfield redevelopment, public/private partnership, and associated tax, grant, and regulatory information, and financing and operations of mixed-income housing.

PCMC would partner by providing the land specified in Figure 1: Mine Bench Parcel and Proposed Development Sites and may work with the Developer to provide financial tools and incentives. The Work Plan (Exhibit C) describes key considerations of the RFP. For example, the Work Plan specifies the portion of the property used for development, desired type of development, range of desired affordability, and other requirements such as relocating the Ontario Trail and other lease requirements.

A potential developer is asked to meet the following:

- Full property entitlement (including, but not limited to, rezoning, plat amendment, and affordable master planned development pursuant to the Park City Land Management Code Chapter 15-6.1);
- Design a workforce housing project containing a mix of uses, including, but not limited to, affordable rental housing, resident amenity spaces, multi-modal transportation, parking improvements, and complementary residential support commercial space;
- A site plan and building design that integrates historic mining character of the area and exemplifies mountain town design principles;
- Net-zero energy performance in accordance with IECC 2021, pursuant to adopted policies and resolutions;
- A sustainability charette before schematic design to identify early features for passive design to reduce energy use and affordability of utility bills; and
- A ground lease contemplated at 50 years. Construct and operate the Project per future agreements with PCMC.

Figure 1. Mine Bench Parcel and Proposed Development Sites.

Potential next steps for releasing an RFP for the Mine Bench property

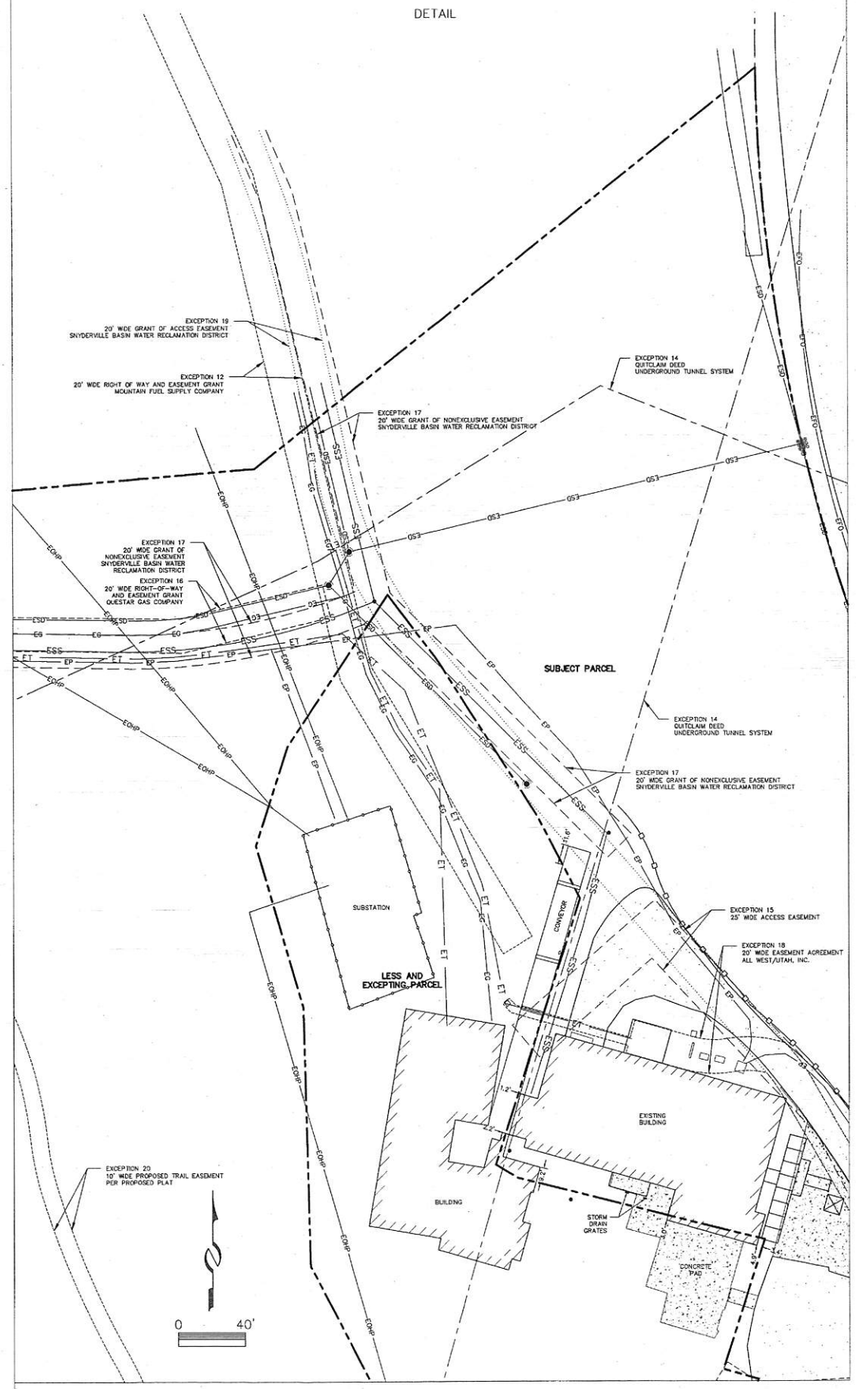
- July 14, 2022 - City Council hearing for 7700 Marsac RFP workplan review
- August 29, 2022 - RFP submissions are opened
- September 30, 2022 - RFP Submission close at 3:00 p.m.
- Early 2023 - MOU between PCMC and developer is approved by City Council and/or Housing Authority in a public meeting.

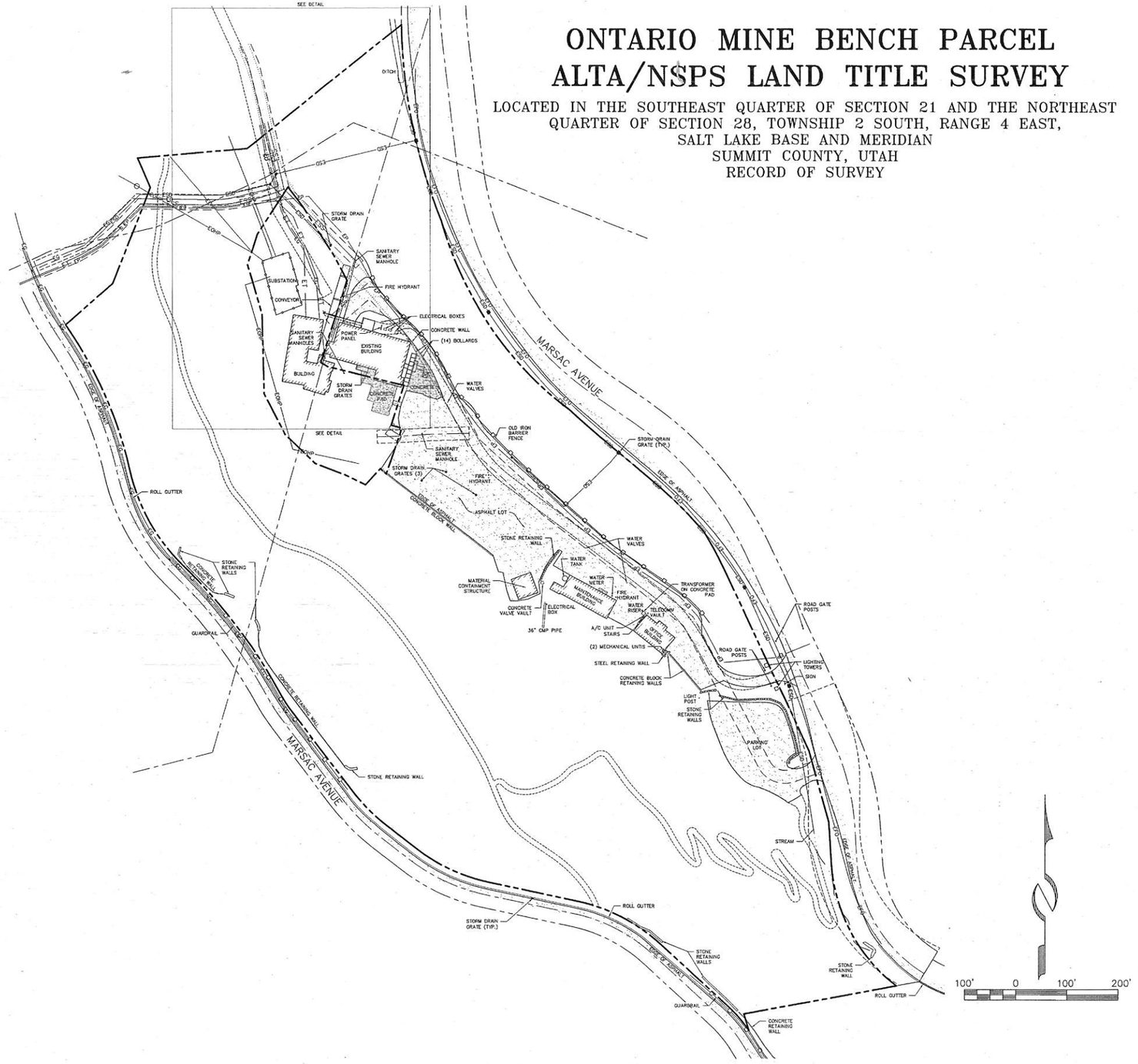
Funding
N/A

Exhibits
A – Existing Conditions – Mine Bench
B – Land Analysis – Mine Bench
C – Work Plan – Mine Bench
D – Draft Request for Proposals

ONTARIO MINE BENCH PARCEL
ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH
RECORD OF SURVEY





LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EFO	EXISTING FIBER OPTIC	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER		

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
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RYAN BETZ
STEVE CONANT
JASON WYNNE
CHIP TOMSUDEN
JUAN CARRASCO

DATE: 10/17/17

ALTA/NSPS LAND TITLE SURVEY
ONTARIO MINE BENCH PARCEL
EXISTING CONDITIONS

FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 16-5-17
FILE: X:\Empire\dwg\srv\srvy2017\160517-Mine Bench\160517-ALTA.dwg

SHEET 2 **OF** 2

Exhibit B – Land Analysis – Mine Bench

Mine Bench

Background

Park City annexed the ~30-acre Mine Bench property, which is about one-and-a-half-miles south of City Hall on Marsac Avenue, as part of the 1999 Flagstaff Annexation (Resolution No. 12-98 and Resolution No. 20-99).

In 2017, Park City acquired ~29 acres of the Mine Bench property in an exchange agreement with REDUS/Wells Fargo through foreclosure proceedings (Staff Report, p. 152; Minutes, p. 7). The City purchased the property for essential municipal uses, including office and storage space for the Streets, Public Utilities, and Parks Departments. Other essential municipal services contemplated for the site include a satellite facility for snow removal and salt storage, emergency response equipment, and contractor staging for City Capital Improvement Projects.

Challenges

Zoning - When the City annexed the Mine Bench property in 1998, the City zoned the property Recreation Open Space. Uses within the Recreation Open Space zone are limited to conservation, trails, horse and livestock grazing, recreation facilities, essential municipal public utilities, and mines and mine exploration. Residential development on the site requires rezoning.

Steep Slope - While the City owns ~29 acres of the Mine Bench Property, much of this property is steeply sloped. Only approximately 13 acres of the site (including the JSSD-owned 1.99 acres) has a relatively level grade. The Sensitive Lands Overlay prohibits development within 50 feet of steep slopes greater than 40%. It imposes additional development restrictions for steep slopes between 15% and 40%, including Planning Commission discretion for additional setback requirements, minimization of cutting and filling for roads, additional retaining wall permits, landscaping and revegetation requirements, and additional open space obligations. However, a portion of the density can be transferred from open space to clustered development on the site.

Contaminated Soils - The City purchased the Mine Bench property with the understanding that future remedial action could be required. Based on the 2017 acquisition Staff Report (p. 156), "[t]he Mine Bench is a highly impacted former location of mining operations. Lead and other heavy metals have been identified as hazardous substances of concern at the site." The site is part of the Uinta Mining District, subject to a 2015 Action Memorandum by the U.S. Environmental Protection Agency.

Existing Tenants - The Mine Bench property includes three non-complying structures currently used for office, maintenance, and storage facilities:

- Mine Bench 1 (Exhibit A – Office Building) – The Talisker Club pays the City ~$12,000 per year as part of a 99-year lease to use the two-story, 5,600-square-

foot office and storage building. The lease includes a provision for relocation on the site or relocation to an equal or better location.

- Mine Bench 2 (Exhibit A – Maintenance Building) – The Empire Pass HOA pays the City ~$30,000 per year as part of a 99-year lease for the two oversized vehicle bays, shop, office space, and restroom. The lease includes a provision for relocation on the site or for relocation to an equal or better location.

- Mine Bench 3 (Exhibit A – Existing Building) – The City uses the 17,500-square-foot building for public works storage and training. JSSD owns the 13,000-square-foot building to access the Ontario Tunnel water infrastructure (Exhibit A – Building).

Potential next steps for entitlement of the Mine Bench property

- Begin the process to re-zone the property to Residential Development.
- Develop a plan for the possible relocation of existing tenants.
- Hire a professional engineering firm to conduct a steep slope analysis to determine developable land that does not exceed 40% slope.

Mine Bench Work Plan

Request:

Request for Development Partners for the Mine Bench Property

Project Background & Description:

Park City has a community goal of developing 800 affordable units by 2026. In an effort to further that goal, the City has identified public/private partnerships as a possible opportunity, as part of the 2021 Amendment to the 2021 Housing Assessment and Plan. Council requested in the March 17th work session for the Housing Team to move forward with the development of an RFP for the Mine Bench property, with no Housing Team preliminary entitlement work included. Park City Municipal Corporation owns 29.07 acres located at Marsac Ave in the Deer Valley area near the Deer Valley resort and many other hotels & amenities. PCMC is looking to use this property for workforce housing for employees in the area. Only the southern, flatter potion (+/- 4 acres) should be included in the proposals.

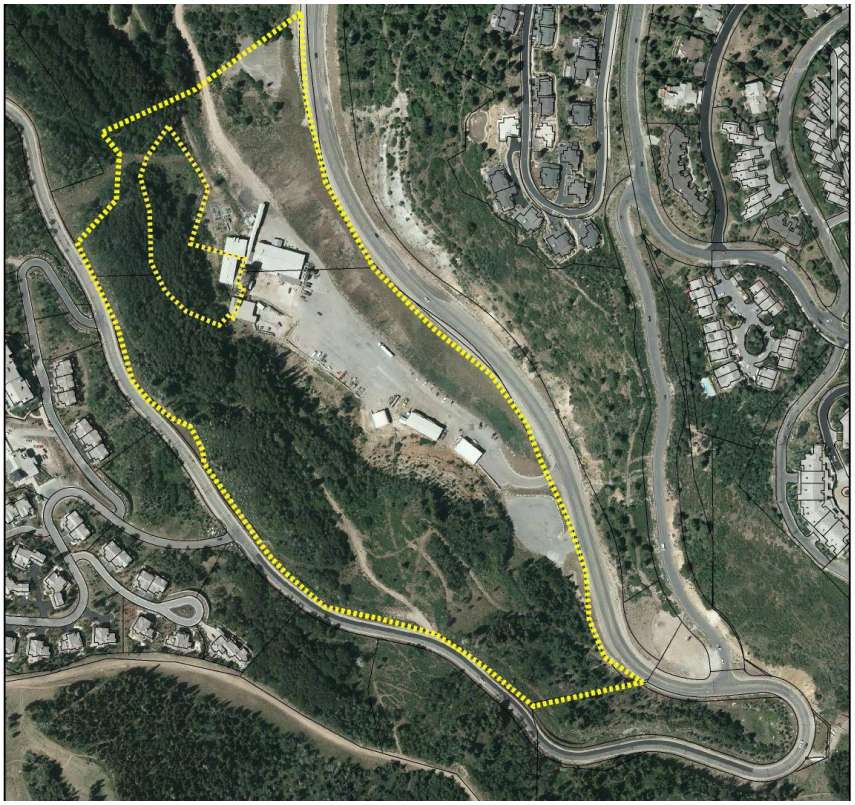
PCMC requests responses from experienced developers interested in working with PCMC to design and construct a workforce mixed-income, multi-family housing project on the Property. The Project goal is a residential, rental development that contains 100% affordable units, ranging from 60-120% AMI. PCMC seeks to enter a partnership to timely deliver a successful and financially viable residential development that maximizes the number of affordable units for the longest term. The scope of the project includes the following:

- Design a workforce housing project for the Property containing a vibrant mix of uses, including, but not limited to, resident amenity spaces, bus/ transit services, parking reductions, re-routing of the Ontario trail, cultural preservation analysis, and possibly complementary commercial space (such as a resident market).
- Develop a site plan and building design that successfully integrates within the character of the area and exemplifies design excellence and sustainability, including net-zero design.
- Lease the Property at 1$/ year for 99 years. Construct and operate the Project per future agreements with PCMC.

Timeline:

- The timeline of this RFP could be as follows:
- July 6, 2022 - City Council packet published for 7700 Marsac RFP workplan review
- July 14, 2022 - City Council hearing for 7700 Marsac RFP workplan review
- July 18, 2022 - RFP draft to Executive and Legal
- August 1, 2022 - RFP is noticed and ads published to Park Record/KPCW, question period is opened
- August 19, 2022 - Question period is closed at 2:00 p.m.
- August 25, 2022 - Question answers are published, final modification or addenda will be made on the website by 5:00 p.m.
- August 29, 2022 - RFP submissions are opened
- September 30, 2022 - RFP Submission close at 3:00 p.m.

- October 14, 2022 - RFP Submissions are reviewed and scored by Selection Advisory Committee, and top ranked applicants are identified
- October 21, 2022 - Top ranked applicants are notified for selection on shortlist
- October 28, 2022 - Top ranked applicants are interviewed by PCMC
- November 4, 2022 - PCMC selects first-ranked respondent and begins negotiation to execute a Lease Agreement with PCMC.
- December 2022 - MOU between PCMC and developer is approved by City Council and/or Housing Authority in a public meeting.
- Early to mid-2023 – Lease Agreement is finalized



DRAFT REQUEST FOR PROPOSALS

WORKFORCE HOUSING DEVELOPMENT OPPORTUNITY

7700 MARSAC AVE PARK CITY, UTAH

RELEASE DATE I August ___, 2022 [target 8/29]

SUBMISSION DEADLINE I September ___, 2022 [target 9/30]

NOTICE TO DEVELOPERS

REQUEST FOR PROPOSALS FOR DEVELOPMENT PARTNERS

Mine Bench Development Partnership

PROPOSALS DUE: **By 3:00 p.m. on Friday, _____, 2022**
Via e-mail to Browne Sebright, Housing Program Manager
at: browne.sebright@parkcity.org.

PROJECT NAME: Mine Bench – Development Partnership

RFP AVAILABLE: The RFP is available from Housing Program Manager Browne Sebright at: browne.sebright@parkcity.org. Any modifications or addendums including questions to the RFP will be made in a redlined form on the City website each week. Please check the RFP on the website each Friday.

PROJECT LOCATION: 7700 Marsac Ave, Park City, Utah

OWNER/CONTACT: Browne Sebright
Housing Program Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing by 2:00 p.m. on Friday, _____, 2022, to Browne Sebright at: browne.sebright@parkcity.org.

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

In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.

DRAFT

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DRAFT

SECTION I - PROJECT INFORMATION

INTRODUCTION

Park City has community goals of developing 800 affordable units by 2026, and net-zero carbon and 100% renewable electricity by 2030. In an effort to further the housing goal, the City has identified public/private partnerships as a possible opportunity, as part of the 2021 Ammendment to the 2020 Housing Assessment and Plan. Park City Municipal Corporation ("PCMC") owns 29.07 acres located at 7700 Marsac Ave ("Property") in the Upper Deer Valley area in proximity to the Deer Valley Resort and many other hotels & amenities, as described in Exhibit A attached hereto and made a part hereof. PCMC requests Statements of Proposals ("Responses") from experienced developers ("Respondents") interested in working with PCMC to design and construct a mixed-income, multi-unit dwelling project ("Project") on the Property. The Project goal is primarily a residential, rental development that contains 80% or more affordable units. PCMC defines Affordable Rental Housing as housing that is priced affordable to households with incomes ranging up to 80% of AMI. PCMC seeks to enter into a partnership to timely deliver a successful and financially viable residential development that maximizes the number of affordable units.

To this end, PCMC seeks a developer experienced with affordable, multi-unit residential rental projects, urban infill, brownfield redevelopment, public/private partnerships and associated tax, grant and regulatory matters, and the financing and operation of mixed-income housing.

PCMC will partner in the Project by providing land specified in Exhibit A: Property Site Map and may work with the Developer to provide financial tools and incentives for a Project that achieves a high level of affordable housing and community benefits as outlined in Exhibit B: Project Requirements and Preferences. Refer to Section V – PCMC Development Tools for additional information.

The developer selected by PCMC ("Developer") must be willing to complete the following as part of the Project:

- Obtain all necessary entitlements (including, but not limited to, rezoning, plat amendment, conditional use permit, and affordable master planned development pursuant to the Park City Land Management Code Chapter 15-6.1). The City will assist with the process to the maximum extent possible, recognizing that the ultimate decision-making will be with the Planning Commission and City Council.
- Design a workforce housing project for the Property containing a vibrant mix of uses, including, but not limited to, affordable rental housing, resident amenity spaces, multi-modal transportation, parking improvements, and possibly complementary commercial space.
- Develop a tenant selection plan that contains an agreement utilizing a "waterfall" provision that gives preference to applicants working within approximately 1 mile of the Property, and applicants that are employed in "critical" public services (including, but not limited to,

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emergency services, transportation, utilities, and government and community-based services), as well as Municipal employees.

- Develop a site plan and building design that successfully integrates within the historic mining character of the area and exemplifies mountain town design principles.
- Achieve net-zero energy performance in accordance with IECC 2021 with the overall project design, and pursuant to the adopted policies and resolutions.
- Perform a sustainability charette before the end of schematic design to identify early features for passive design to drive down energy use and ensure affordability of utility bills.
- Enter into a ground lease for the Property, for a contemplated period of 50 years. Construct and operate the Project per future agreements with PCMC.

SITE CHARACTERISTICS

The Property is located in the Upper Deer Valley neighborhood of Park City[1]. Upper Deer Valley is located on the southern portion of the City, in the mountainside surrounding the Deer Valley Resort. Access to the area is limited to Marsac Avenue and Royal Street. Marsac Avenue experiences occasional limited access in the winter during and after heavy snowfall events. The neighborhood has an extensive trail system for hiking and mountain biking during the summer months. The Property is in proximity to the Deer Valley Resort, Empire Pass, Stein Eriksen Lodge, and Goldener Hirsch Lodge.

The City annexed the Property in 1999 and zoned it Recreation and Open Space (ROS). Uses within the Recreation Open Space zone are limited to conservation, trails, horse and livestock grazing, recreation facilities, essential municipal public utilities, and mines and mine exploration. Residential development on the site requires rezoning.

The Property is 29.07 acres in size, and the City contemplates developing one of two areas of the site (Development Area "A" and Development Area "B") for workforce housing, as displayed in Exhibit A.

Development Area "A"

Much of this property is steeply sloped. The property is in the Sensitive Land Overlay. The Sensitive Lands Overlay prohibits development within 50 feet of steep slopes greater than 40%. It imposes additional development restrictions for steep slopes between 15% and 40%, including Planning Commission discretion for additional setback requirements, minimization of cutting and filling for roads, additional retaining wall permits, landscaping and revegetation requirements, and additional open space obligations. However, a portion of the density on steep slopes can be transferred from open space to clustered development on the site.

Development Area "B"

The City purchased the Mine Bench property with the understanding that future remedial action could be required. Based on the 2017 acquisition Staff Report (p. 156), "[t]he Mine Bench is a highly impacted

[1] Park City General Plan, p. 245

former location of mining operations. Lead and other heavy metals have been identified as hazardous substances of concern at the site." The site is part of the Uinta Mining District, subject to a 2015 Action Memorandum by the U.S. Environmental Protection Agency.

The property is currently used by several lessees, including a private 99-year lease for a 5,600-square-foot office and storage building, and a private 99-year lease for two oversized vehicle bays, a shop, office space, and restrooms. Both of these leases include provisions for relocation on the site or for relocation to an equal or better location. Additionally, the City uses a 17,500-square-foot building for public works storage and training, as well as a trailhead and parking lot (Exhibit A). Park City Fire District currently has temporary use of the property while Fire Station 34 at Silver Lake is reconstructed. The City has not identified potential alternative sites for the lessees but may offer support in any relocation efforts.

The property is currently used for municipal storage and a trailhead. The developer will work with PCMC to conduct a thorough assessment of the soils on the Property and remove and/or remediate them as necessary in order to construct the selected developer's preferred program on the Property. This includes removal and hauling of any contaminated soils, as well as capping remaining soils left on the property in accordance with Park City's Soil ordinance, and state, and federal regulations. PCMC will advise the Developer on soil remediation. Condition of title is subject to the developer's due diligence. Please refer to Exhibit A Property Description for additional information about the Property.

The City prefers utilizing Development Area "A" as it has fewer existing encumbrances, but is open to utilizing Development Area "B" should the proposals include adaptive reuse of the historic structures. The land is "as is" and all statements and descriptions herein are general in nature subject to responders' verification of site conditions and site inspection prior to submission and final agreements. The City makes no implied or express warranties or warranties for a particular purpose regarding the Property.

WRITTEN AGREEMENTS REQUIRED

Land Lease Agreement. Upon completion of the selection process, the successful respondent ("Developer") will be required to enter into a written Land Lease Agreement ("LLA") with PCMC. The responsibilities of the Developer shall be defined and detailed in that LLA. The LLA will likely contain, but will not be limited to, the below provisions. Developers responding to this RFP shall acknowledge their receipt and review of these terms in their proposals.

1. Developer will develop a construction budget and a proposed operations and maintenance budget for the project, both of which require approval by the City.
2. Developer will investigate (City will provide previous conducted environmental studies) the environmental condition of the site and undertake any necessary remediation or management of any contamination of the site. If a remediation plan is developed and approved by the City, the City will advise on the logistics of contaminated soil remediation.

3. Developer will be responsible for financing the entire cost of the project, including predevelopment costs such as entitlement, design, engineering, and other studies along with development costs, such as infrastructure and construction costs, through its own equity, borrowing, tax credits, governmental incentives, or other sources of funds.
4. Developer will prepare a timetable for beginning and completing the construction of the project that is satisfactory to the City.
5. Developer will be responsible for procuring all necessary regulatory approvals for the entitlement, construction, and operation of the project.
6. Developer must actively seek input from community stakeholders, neighborhood associations, and residents of Upper Deer Valley, and the City during the planning phase of all projects. The final development plan must be approved by the City in accordance with all planning and zoning requirements. Transparency and communication are key components of community trust and confidence in public housing and the Housing Authority. Engagement and active participation of residents, businesses, neighborhood associations, governmental officials and agencies, and other community stakeholders is a mandatory requirement under this solicitation. It is expected that the developers will schedule and coordinate meetings, community workshops, and other public forums to assure that all stakeholders in the development process are continuously kept abreast of ongoing activity. All community activities and dissemination of public information shall be coordinated with the Housing Authority, PCMC's Public Information Officer, and the Housing Department Project Manager.
7. Developer will be responsible for monthly progress meetings with the Project Advisory Group (Developer, Architect, General Contractor, Housing Development Manager, Housing Program Manager, City's Project Manager) throughout the planning and construction of the project.
8. Developer will be responsible for the long-term operation and maintenance of the project, ensuring that the project continues to meet all federal, state, and local codes and provides a clean and healthy environment for all residents and guests.
9. In the event Developer does not commence active construction or have a substantial portion of the planning of the project completed (including Affordable Master Planned Development (AMPD) approval) within one (1) year of the lease of the site, the City shall have the right to terminate the lease and take possession of the site. Extensions to this deadline may be negotiated.
10. Developer shall not sell, convey, sublease or otherwise transfer or assign any rights incorporated into any agreement with PCMC without the prior and written consent of the City Council.
11. Developer will present conceptual design, schematic design, design development, and final construction documents for review and approval by PCMC. Approval by PCMC does not in any way relieve the Developer of its obligation to comply with zoning regulations, building codes, and all other applicable regulations adopted by PCMC.
12. Developer will be responsible for obtaining and providing written proof to PCMC of adequate financing for all aspects of the development, including predevelopment, construction, and operations.
13. Developer will be responsible for designing and building the development in a manner that meets net-zero performance requirements, as per IECC 2021 (LINK). A design charette focusing on

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sustainability, including site design, energy efficiency, water conservation and quality, and other low-carbon lifestyle requirements of eventual occupants.

14. Developer's contractor will be required to obtain payment and performance bonds or an equivalent form of security approved by the City.
15. Developer will be required to maintain, or cause others to maintain, property, contractor, architect, and other applicable insurance through a contract in an amount and form (City template) approved by the City.
16. Developer will be required to prepare and record covenants, conditions, and restrictions ("CC&R's"), and affordable housing deed restrictions against the Property in compliance with the Park City Housing Resolution in effect at the time of signing of the LLA.
17. Developer will be responsible for managing and operating the development consistent with ground lease terms in a manner that ensures long-term financial viability and a high-quality living environment for its residents.
18. Developer will be responsible for a construction plan, including a construction mitigation plan, that helps to meet the energy goals of Park City. A financial incentive through the City may be available to achieve energy goals.

Additional Agreements. The Developer must be willing to enter into certain agreements in addition to the LLA pertaining to the Project that outlines the type, size, uses, and timeframe for development. These agreements include, but are not limited to:

1. Long-term lease of the Property that shall include an option to cancel said agreement if the Project is not completed and used as agreed as well as a City purchase option and first right of refusal for all fixed improvements under Ground Lease or Purchase Agreement. City option to cure and take over in the event of foreclosure or bankruptcy.
2. Restrictive Use Agreement with restrictive covenants on the affordable housing units that run with the land for a period of at least fifty (50) years, including survival in the event of foreclosure or bankruptcy.
3. Easement Agreement that ensures public pedestrian and bicycle access around and through the Property is maintained.

PROJECT MANAGER

For additional information concerning this Request for Proposals, as well as any issued addenda, interested parties may contact Browne Sebright, Housing Program Manager, via email only at browne.sebright@parkcity.org.

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SECTION II - SUBMISSION REQUIREMENTS AND PROCEDURE

SUBMISSION REQUIREMENTS

As part of a response to this RFP, respondents shall provide the following information. Responses must address all items and clearly label all sections, graphics, and tables within the Response. The PCMC has not set a specific page limit for Responses; however, there is an expectation to receive Responses that are thorough but concise.

1. Development Interest and Approach
    a. Briefly describe your interest in pursuing the Project.
    b. Provide a description of your approach to managing the complexity of the Project, including dealing with possible contaminated soils, infrastructure/utility deficiencies, steep slopes, and access to the site.
    c. Provide a brief narrative of your preliminary concepts for the site's development. This should provide insight into your general approach to development, proven ability to navigate complex projects, a record of community-responsive urban infill developments that provide public benefits, and understanding of creative solutions and financing tools. This is an opportunity to provide a preliminary high-level vision. However, proposals should detail your plan to:
        i. Provide housing affordable to a range of income levels in the Project Goals and Preferred Scope of Development described herein;
        ii. Maintain long-term affordability;
        iv. Utilize environmentally friendly and sustainable principles for development; and
        v. Facilitate multi-modal transportation connections within and to the community and surrounding neighborhood in close coordination with PCMC and in accordance with all adopted transportation plans. The multi-modal hierarchy and transportation demand management strategies should also be considered and incorporated into the proposal.
2. Qualifications and Experience. Provide a description of your qualifications and relevant experience with comparable projects, including:
    a. A description of the legal entity with whom PCMC would contract.
    b. Identification, bios for, and descriptions of the roles of key individuals in the development team and any consultants who would be involved in negotiations, project management, project design, and implementation, including their background and experience, reflecting their capabilities and experience with similar projects;
    c. Examples of your experience with comparable projects. Provide no more than five (5) examples highlighting experience with the development and operation of projects of similar size and scope, with particular emphasis on complex projects located in resort communities and projects developed through public-private partnerships. Examples should include images, location, development program, breakdown of residential affordability mix, members of the development team, total development cost, financing structure, project schedule, the role of the public sector, information on challenges faced and solutions achieved, and a local reference.

d. A description of your experience in financing mixed-use, affordable, or mixed-income housing, securing grants and public funding sources, and financing references. Provide the composition of the current real estate portfolio owned and/or managed by the respondent and a list of all projects in the development pipeline including location, status, schedule, estimated cost, and financing structure. Please also describe the developer's capacity for completing the proposed Project in the context of the current development pipeline.
e. A description of your financial capacity. The Developer will be required to submit additional financial information about the development entity and its owners while negotiating the Lease Agreement with PCMC. If a newly formed entity is proposed as the legal vehicle for acting as the developer, the proposed guarantors of the entity and their net worth must be identified. This description should include the following:
    i. Evidence of your ability to fund predevelopment costs; and
    ii. Anticipated sources of funds, current relationships with lenders and equity investors, and ability to obtain necessary financing for the proposed development, including recent history of obtaining debt and equity financing.
f. PCMC requires the use of sustainable building practices and the inclusion of energy efficiency elements in all of its development projects. You may include as part of your qualifications a description of the sustainable building practices and/or energy efficiency measures that have been incorporated in previous projects. Any incentive the City may provide will be based on meeting the IECC 2021 net-zero requirements (LINK).
g. Disclosure of any litigation that could have a materially adverse effect on the development entity's financial condition and disclosure of any bankruptcy filings by the development entity or affiliates within the past five (5) years.
h. A Conflict of Interest statement or disclosure that complies with Section 3 of the Park City Municipal Code.

SUBMISSION PROCEDURE

Respondents shall submit an electronic copy of the Response in PDF format and send it via email to Browne Sebright at browne.sebright@parkcity.org. **In the event of difficulty submitting electronically, proposals can be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060. Proposals submitted through the City Recorder should be received on a zip drive. No paper copies should be submitted.**

Submissions lacking one or more of the required documents shall be considered incomplete and subject to disqualification from consideration by PCMC. All Responses, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned. It is the Respondents' sole responsibility to read and interpret this Request for Proposals and the written instructions contained herein. The first page of the Response shall:

1. State that Respondent "has read and understands this Request for Proposals and accepts the written instructions contained herein".

2. Include the signature of an officer or employee authorized to bind the Respondent contractually.
3. Provide the name, contact phone number, email address, and mailing address of the person to whom all correspondence should be sent regarding questions about the Response, requests for interviews, or notifications regarding potential selection. (This person will be responsible for disseminating information to you and your development team.)

Paper submittals shall be submitted in a sealed envelope with the Respondent's name, address, date of submittal, and the title **"7700 Marsac Avenue"** shown on the outside of the envelope.

Please submit Responses to the Request for Proposals to:

Browne Sebright, Housing Program Manager
Park City Municipal Corporation
445 Marsac Ave., P.O. Box 1480
Park City, Utah 84060
browne.sebright@parkcity.org

Responses are due by 3:00 p.m. on Friday, _____, 2022. Responses to the Request for Proposals that are not received by PCMC by the time and date specified will be considered late and thus subject to disqualification from consideration by PCMC. PCMC reserves the right to reject any late, incomplete, or irregular submissions and reserves the right to waive any non-material irregularity in submissions.

SECTION III – SELECTION PROCESS AND CRITERIA

SELECTION PROCESS

PCMC will make every effort to ensure that all Responses are treated fairly and equally throughout the selection process. PCMC intends to follow the following selection process:

1. Identify a short-list of Respondents: PCMC will form a Selection Advisory Committee comprised of representatives from public and private stakeholders to review the submitted Responses and provide recommendations to PCMC. PCMC will take the Selection Advisory Committee's recommendations into consideration and identify a shortlist of Respondents.
2. Identify a First-, Second-, and Third-ranked Respondent: PCMC will notify the Respondents selected for the shortlist and may ask them to participate in an interview to discuss their qualifications in further detail. PCMC may select first-ranked, second-ranked, and third-ranked Respondents.
3. Negotiations with first-ranked Respondent: The first-ranked Respondent will be given a defined period of time to negotiate and execute a Lease Agreement with PCMC. In the event that exclusive negotiations are conducted and an agreement is not reached, PCMC reserves the right to enter into negotiations with the next highest-ranked Respondent without the need to repeat the formal solicitation process.

4. Final selection and subsequent agreements are subject to approval by the Housing Authority and/or City Council in a public meeting.

SELECTION CRITERIA

The following is a guide to the criteria that will be used in evaluating development teams:

1. Development Team Characteristics
    a. Quality and completeness of information submitted in response to this RFP;
    b. Evaluation of past projects and experience, including net-zero energy (ZNE) projects;
    c. Experience with planning and implementing similar infill projects on environmentally sensitive lands;
    d. Experience with designing and developing affordable workforce housing projects;
    e. Experience with affordable housing financing mechanisms, including low-income housing tax credits;
    f. Experience in effective property management of affordable workforce housing, commercial space, parking facilities, and other components of mix-use projects;
    g. Evaluation of ownership structure and experience of key members; and
    h. Capacity to undertake and complete the Project in a timely manner.
2. Financial Capability
    a. Demonstrated ability to secure funding, including experience with public-private partnerships;
    b. Degree of capitalization as an entity;
    c. Degree to which the entity is leveraged; and
    d. Verifiable likelihood that sources and terms are realistic and accessible.

SECTION IV – DESIGN REVIEW AND PERMITTING

During the period specified in the LLA, the Developer will work with PCMC to finalize the Project's design, including architectural, urban design, trails, open space, and landscape architectural elements. The developer is also subject to PCMC's standard processes and requirements for obtaining the required development approvals/permits including but not limited to the following: Rezoning, Plat Amendments, Master Planned Development (or Affordable Master Planned Development), Conditional Use Permits, and Building Permits.

SECTION V – PCMC DEVELOPMENT TOOLS

Given the current status of the Property—as well as the public benefits envisioned for the Property's redevelopment—PCMC is willing to consider providing specific resources to fill the gap and assist the project in achieving financial viability for a Project that meets a high level of community benefit as outlined in Exhibit B: Project Requirements and Preferences Tools and resources may include the following:

1. Long-Term Ground Lease: PCMC expects to provide a long-term ground lease retaining PCMC ownership of the land in perpetuity. By entering into a long-term (50 years or more) lease with PCMC, Developer receives the right to build and own the Project improvements without having to purchase the land.
2. Rental Subsidies: PCMC may consider a below-market lease rate to decrease the overall development cost for a Project that results in a high number of affordable units with rental rates between 30% - 50% AMI for Summit County.
3. Fee Reductions/Waivers: PCMC may consider requests to reduce or waive certain fees associated with approvals/permits needed for the Project, particularly for affordable units, in accordance with adopted Municipal Code and state law.
4. Soil Remediation Assistance: PCMC will advise the remediation of any contaminated soils on the site.
5. Energy Goal Loan: PCMC may provide grants or loans to help meet the City's energy goals.
6. Loans/Financing: PCMC could have the capability to help provide funding through various lending options such as City-backed loans, tax-exempt financing, or conduit financing.
7. Direct Financial Participation: For proposals that exceed the Projects Requirements and Preferences identified in Exhibit B, PCMC may consider direct financial participation, including grant matches or land value, in accordance with applicable state and local regulations and policies.

SECTION VI – MISCELLANEOUS

All questions shall be submitted in writing no later than 2:00 p.m. on Friday, _____, 2022, to: browne.sebright@parkcity.org. Final modification or addenda will be made on the website by **5:00 p.m. on Thursday, August ___, 2022**.

All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended. All proposals shall remain valid for sixty (60) days from submission. PCMC reserves the right to change any dates or deadlines. It is PCMC's policy, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers,

PCMC reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this RFP. PCMC will provide respondents with written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

PCMC reserves the right to change any dates or deadlines.

No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

SECTION VII – PCMC AND CITY NON-LIABILITY & RELATED MATTERS

1. No Representation or Warranties - All facts and opinions stated herein, any additional data including, but not limited to statistical and economic data and projections, are based on available information, and no representation or warranty is made with respect thereto by the Housing Authority or PCMC.
2. Building Permits, Zoning Variances, and Financial Viability - PCMC through the lease or sale of the Property in no way guarantees or warrants the issuance of building permits, zoning variances, or the financial viability of the Project.
3. Housing Authority/PCMC Discretion, Non-Liability, Waivers, and Hold Harmless - Developers acknowledge by submitting information and Responses to PCMC that PCMC does not undertake and shall have no liability with respect to the development program, the RFP, and responses thereto or with respect to any matters related to any submission by a Respondent. By submitting a Response to the RFP, the Respondent releases PCMC and the City from all liability with respect to the development program, the RFP, and all matters related thereto, covenants not to sue regarding such matters, and agrees to hold PCMC harmless from any claims made by the Respondent or anyone claiming by, through, or under the Respondent in connection therewith.

SECTION VIII – EXHIBITS

Exhibit A: Property Description
Exhibit B: Project Requirements and Preferences

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EXHIBIT A

PROPERTY SITE MAP

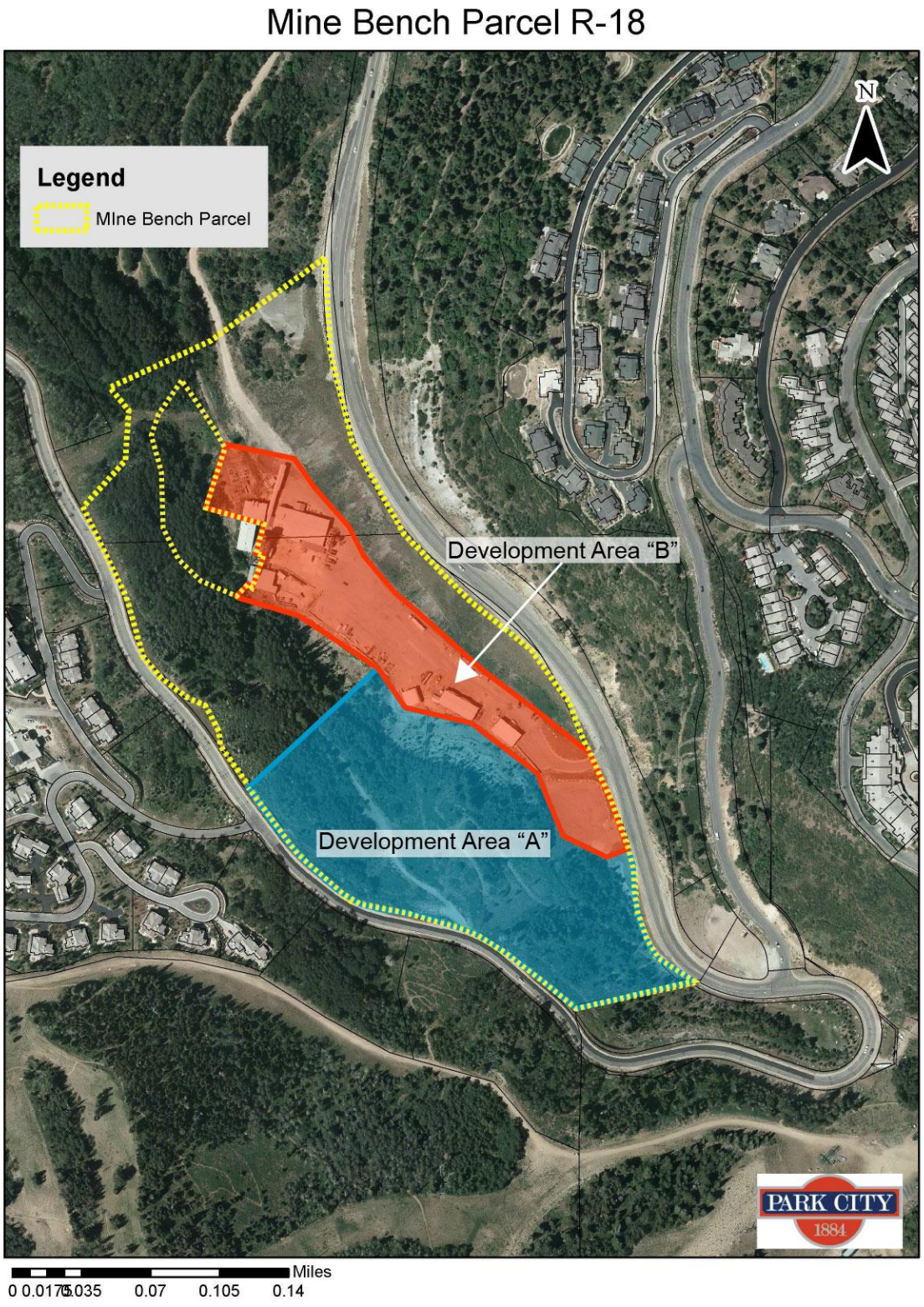

EXHIBIT B

PROJECT REQUIREMENTS AND PREFERENCES

The Project Requirements and Preferences are provided below to help articulate PCMC's vision for redevelopment of the Property. PCMC is willing to provide financial incentives for a Project that demonstrates a high level of consistency with the Requirements and Preferences stated below. Refer to Section V – PCMC Development Tools for additional information.

MINIMUM REQUIREMENTS

The Developer will partner with PCMC to plan and construct a residential or vertical mixed-use project that includes the following:

- A project plan that provides a detailed outline of your organization's successful implementation of this project including a proposed working timeline and staff/ sub-consultants that would be assigned to each task;
- A proposal summary that contains a narrative describing the project proposed with details including target population, quantity and type of housing, commercial elements (if applicable), rental rates, affordability levels, and an estimate of the cost per unit;
- A Development Site Concept that includes a conceptual site plan, including building footprints and massing sited to maximize passive energy performance measures, parking types and layouts, common areas/ site amenities, and/or other major features;
- Energy models including EUI or ERI updated per project design modifications
- Project financial information that demonstrates the feasibility of the project, including a pro forma with estimated project costs and revenues, and a funding plan with estimated sources of funds;
- A residential component with a minimum of eighty percent (80%) of the units offered at affordable rates that meet the standards of Housing Resolution 05-2021. Rents for these households should average sixty percent (60%) of the area median income ("AMI"). Affordable units will have a minimum affordability period of fifty (50) years;
- A tenant selection plan that includes pre-leasing and waitlist requirements for qualified applicants.
- A parking demand and traffic impact study be provided for PCMC review as part of the development proposal.
- A parking strategy that provides the most efficient and cost-effective options but maximizes the number of units on the site as allowed by code.
- A site plan and building design consistent with PCMC's Land Management Code, the Park City General Plan, and current City priorities.
- A site plan that includes elements of transit and connectivity to other areas of the neighborhood, to be publicly accessible and privately owned, operated, and maintained;
- A high level of concern for architectural and mountain town design principles that meet the PCMC Land Management Code;
- A commercial/ retail component that could be incorporated into the project to provide amenities for residents local to the site;
- A community engagement plan that describes how the development team plans to engage the community with each milestone in the project;
- A Construction Mitigation Plan that addresses construction-related impacts and minimizes development impacts on the neighborhood.

- Maximization of density in a manner compatible with neighboring properties; and
- Construction that promotes enduring, healthy, and energy-efficient building(s) that utilize sustainable, environmentally friendly materials and methods (LINK).

PREFERENCES

In addition to the Minimum Requirements listed above, the City seeks a development partner interested in maximizing the public benefit derived from the Project. As such, Responses from developers with experience in the following areas will receive priority during the selection process:

- A project that proposes rezoning the site to Residential Development (RD);
- A project that is an Affordable Master Planned Development (AMPD);
- Developing more deeply affordable housing beyond the minimum requirements stated above, with a preference for maximizing housing affordable to households at or below fifty percent (50%) AMI;
- Housing that includes robust resident services programming, with programming and operations plan provided;
- A tenant selection plan that contains an agreement utilizing a "waterfall" provision that gives preference to applicants working within approximately 1 mile of the Property, applicants that are employed in "critical" public services (including, but not limited to, emergency services, transportation, utilities, and government and community-based services).
    - The City will give priority to tenant selection plans that retain a percentage of units (e.g. 5%) for municipal employees in the selection process.
- A project that respects and responds to the historic mining context, including the adjacent Ontario Mine #3;
- A project that is constructed to meet the IECC 2021, with 3rd party energy performance certification as per the net-zero buildings benchmark (LINK), and
- A Transportation Demand Management Plan that promotes accessibility beyond minimum code requirements, supports multi-modal transportation, and contributes to reducing residents' reliance on personal vehicle use. The Plan should include an analysis of active transportation strategies, transit connections, carpooling, and other related strategies.

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Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: APPOINTMENTS

Subject:
Appoint John Hutchings, Puggy Holmgren, Douglas Stephens, Lola Beatlebrox, Randy Scott, Jack Hodgkins, and Alan Long to Staggered Terms on the Historic Preservation Board Beginning July 2022

Suggested Action:

Attachments:
Historic Preservation Board Appointments Staff Report

City Council Staff Report

Subject: Historic Preservation Board Appointments
Authors: Gretchen Milliken, Michelle Downard
Department: Planning and Executive
Date: July 14, 2022
Type of Item: Legislative

Recommendation

Review and support a recommendation from the Mayor to reappoint John Hutchings, Puggy Holmgren, Douglas Stephens, Lola Beatlebrox, Randy Scott, and Jack Hodgkins, and the appointment of Alan Long, to Park City's Historic Preservation Board, for staggered terms outlined below.

Background

The Park City Historic Preservation Board (HPB) consists of seven members with three-year staggered terms. Members continue to serve until a successor is appointed.[1] All current Historic Preservation Board member terms are expired, and all current Board members applied for reappointment. There is one vacancy to fill created by Tana Toly, who resigned to serve on City Council.

Members are appointed by the Mayor in accordance with PCMC 15-11-2. However, since many of Park City boards and commissions are appointed with the advice and consent of Council, the Mayor has elected to include Council as these appointments are considered.

Analysis

HPB members include those with technical representation in historic preservation, a licensed architect, or other professional having substantial experience in rehabilitation-type construction, representation from the Park City Historical Society, a member recommended by or associated with the Utah State Historical Society or Preservation Utah, a member living in the Historic District with demonstrated interest and knowledge of Historic preservation, a member appointed at large from Park City with demonstrated interest and knowledge of Historic preservation, and a member associated with Main Street Business and commercial interests.[2] The HPB members applying for reappointment and recommended to fill the vacancy fulfill these criteria.

The HPB is charged with:

- Preserving the City's unique Historic character and encouraging compatible design and construction through the creation, and periodic update of, comprehensive *Design Guidelines for Park City's Historic Districts and Historic Sites*
- Identifying and resolving conflicts between the preservation of cultural resources and alternative land uses

[1] LMC § 15-11-2.
[2] LMC § 15-11-2(B) and (C).

- Providing input to staff, the Planning Commission, and City Council toward safeguarding the heritage of the City in protecting Historic Sites, Buildings, and Structures
- Recommending to the Planning Commission and City Council ordinances that may encourage Historic preservation
- Communicating the benefits of Historic preservation for the education, prosperity, and general welfare of residents, visitors, and tourists
- Recommending to the City Council development of incentive programs, either public or private, to encourage the preservation of the City's Historic resources
- Administering City-sponsored preservation incentive programs
- Reviewing and making a recommendation on designation of sites to the Historic Sites Inventory
- Reviewing and taking action on material deconstruation applications for sites listed on the Historic Sites Inventory[3]

The HPB also participates in the design review of City-owned projects located within Historic Districts or on the Historic Sites Inventory, recommends to the City Council the purchase of property to preserve the City's cultural resources, recommends zoning changes to preserve the historic integrity of areas, and provides advice and guidance on properties within the Historic Districts or the surrounding area.[4]

All seven HPB members' terms have ended and appointment of these seats has not been a priority since the members may continue to serve until a successor is appointed. All members continueto serve except Tana Toly, who resigned to serve on City Council.

In 2021, Park City advertised a recruitment on the Park City Website, Park City Newsletter, and social media. After seven weeks of advertising, seven applications were received including four current HPB members, Lola Beathlebrox, Randy Scott, John Hutchings, and Puggy Holmgren. Appointments were not a priority given the low number of new applications, and the current members' willingness to continue serving until appointments or reappointments were made in coordination with a future, more robust recruitment.

Following a strong 2022 recruitment effort, sixteen applications were submitted: Alexander Turner, Richard Fobert, Alan Long, Dalton Gackle, Georgia Todd, Jane Craig-Watts, John Hutchings, Lola Beatlebrox, Puggy Holmgren, Randy Scott, Julieta Gesualdo-Gallup, Patrick Van Horn, Doug Stephens, Jori Burmester, Randell Hoffman, and Jack Hodgkins.

Marianne Cone, former City Councilmember, former Park City Museum Director, concept designer of the Park City Silver Mine Exhibit, and current Friends of Ski Mountain Mining Board member was recommended by the Park City Museum and Friends of Ski Mountain Mining to participate in the HPB interview subcommittee. Gary Bush, former HPB member, owner of historic property in Old Town, and rehabilitator of historic properties, also served on the subcommittee. Rebecca Ward, Assistant Planning Director, also participated on the subcommittee.

[3] LMC § 15-11-5
[4] LMC § 15-11-6

On Friday, June 24, the subcommittee conducted interviews. The current members fulfill the qualifications required and form a strong and effective group. They carefully prepare for each meeting, provide thoughtful input, and help staff and applicants work through challenges to find creative solutions that comply with code and protect the historic integrity of Park City. The subcommittee recommends reappointing all six current Historic Preservation Board members.

The subcommittee recommends appointing Alan Long, who has practical experience and enthusiasm for historic preservation. Alan lives and works at Silver Star, and helped restor the Iver's Tunnel Mine Shack, Boiler Room, and Coal Hopper at Silver Star. He is currently working to rehabilitate a water tank in the Silver Star area. Alan has experience with the Planning Department Historic District Design Review application process and Historic District Grants.

The Mayor recommends Council review and support the reappoint of John Hutchings, Puggy Holmgren, Douglas Stephens, Lola Beatlebrox, Randy Scott, and Jack Hodgkins, and the appointment of Alan Long, to Park City's Historic Preservation Board.
The recommended terms are below and are based on current expired terms to provide for staggered terms:

Name	**Term Ending**	**Recommended Term**
1- John Hutchings	May 2020	(Expired 2020) Reappoint through 2024
2- Puggy Holmgren	May 2020	(Expired 2020) Reappoint through 2024
3- Douglas Stephens	May 2021	(Expired 2021) Reappoint through 2025
4- Lola Beatlebrox	May 2020	(Expired 2020) Reappoint through 2024
5- Randy Scott	May 2021	(Expired 2021) Reappoint through 2025
6- Jack Hodgkins	May 2021	(Expired 2021) Reappoint through 2025
7- Alan Long	NA	Appoint through 2025

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Planning
Item Type: Staff Report
Agenda Section: PROCLAMATION

Subject:
Consideration to Adopt Resolution No. 14-2022, a Resolution Honoring the McPolin Barn Centennial and Declaring August 2022 as "McPolin Barn Centennial Month" in Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
McPolin Barn Centennial Staff Report
Exhibit A: Resolution 14-2022

City Council
Staff Report

Subject: **McPolin Barn Centennial**
Author: **Friends of the Farm**
Date: **July 14, 2022**
Type of Item: **Administrative – Resolution**

Recommendation

The iconic McPolin Barn at Park City's northern entry corridor along S.R. 224 is a community treasure. This year marks the McPolin Barn's 100th anniversary and the Friends of the Farm, a City-sponsored volunteer advisory committee that promotes education, engagement, and interpretation of the McPolin Farm, request the City Council consider approving Resolution 14-2022, *Honoring the McPolin Barn Centennial and Declaring August 2022 as "McPolin Barn Centennial Month" in Park City, Utah*.

Photo Credit: Park City Museum. McPolin Farm circa 1935.

Background

In 1897, Dan McPolin purchased 80 acres of the Harrison McLane homestead for $600, possibly to support livestock for his meat market. After an injury ended his mining career in 1890, Dan and his wife Isabelle became prosperous entrepreneurs and—in addition

to the meat market—owned and operated a saloon, a hotel and saloon, a restaurant, Park City Bottling Works, a confectionary, a lumber yard, a coal yard, and a boarding house. In 1901, the McPolins purchased additional acreage from the McLane homestead for $750.

Figure 13. Dan and Isabelle McPolin. Image no. ED200711-1. Courtesy Park City Historical Society and Museum.

In the 1920s, perhaps because of a growing demand for dairy in Summit County, the McPolins transitioned from beef cattle to dairy cows and began construction of a gambrel-roofed barn. Dan McPolin and his sons, Patrick and Edward, constructed the barn using lumber from the McPolin's own lumberyard and salvaged mine timbers, evidenced by notches from previous use throughout the interior structural components. The barn is constructed without nails through mortise and tenon joints. The main level of the barn is clad in board-and-batten siding to insulate the milking area, and the upper level is clad in vertical rough-sawn boards without battens to support circulation for hay storage. The layout and construction of the barn and later additions illustrate the advancing technology for efficiency, sanitation, and profitability of dairy operations. Dan McPolin passed away in 1922. Patrick and Edward McPolin completed construction of the barn that same year.

In 1947, the McPolins sold the property and 22 cows to Dr. D. A. Osguthorpe for $35,000. Dr. Osguthorpe constructed a machine shed, silos, and a new milking parlor and milk house in the 1950s, but eventually relocated farm operations east of S.R. 224. In 1990, the Osguthorpes sold the property to Park City Municipal.

Shortly after purchasing the property, the City installed a cable bracing system, new collar ties, and a new roof to stabilize the barn. In 2016, the City adopted a Preservation Plan for the barn and began significant structural upgrades to bring the barn into building code compliance to protect it from seismic, wind, and snow loads. The City devoted considerable time and effort to stabilize the barn for generations to come and replaced the cable system with an internal steel-brace frame, shear walls, and footing system.

Over the years, the City adopted policies that preserve the historic agricultural use of the site, support passive recreation uses, and establish opportunities for the community to experience and learn about the barn. In 2004, the McPolin Barn was listed on the National Register of Historic Places, recognized for the integrity of its buildings, structures, and landscape features. The barn is also a Landmark Historic Site on the Park City Historic Sites Inventory.

As a result of the City's 2016 structural upgrades, the McPolin Barn interior is now accessible to the community on a limited basis. *Your Barn Door is Open BBQ* and three *Summer Barn Tours* are opportunities for the community to step inside the barn and experience the historic interior firsthand each year. Additional annual events include the Full Moon Snowshoe and Scarecrow Festival. To learn more, please visit the McPolin Barn website.

To purchase $5.00 tickets for the *Summer Barn Tours* scheduled for 4:00 PM and 5:30 PM on Friday, July 15, Friday, August 19, and Friday, September 16, please visit the MARC website or contact paige.galvin@parkcity.org for more information.

The McPolin Farm acreage is open to the public for passive recreation use and is accessible by transit, and bike and pedestrian pathways.

Resolution No. 14-2022

RESOLUTION HONORING THE MCPOLIN BARN CENTENNIAL AND DECLARING AUGUST 2022 AS "MCPOLIN BARN CENTENNIAL MONTH" IN PARK CITY, UTAH

WHEREAS, the residents of Park City consider the McPolin Farm to be an iconic site on the entry corridor to their City; and

WHEREAS, the Park City Government and residents have worked together to preserve the aesthetic beauty of this site since they supported its purchase in 1990; and

WHEREAS, the McPolin Barn has served as a welcome and homecoming to residents and travelers alike; and

WHEREAS, the construction of the McPolin Barn was completed in 1922 and is now 100 years old. It is right that the McPolin Barn's 100th Birthday be recognized.

Now, Therefore, I Nann Worel, Mayor of Park City, along with Members of the Park City Council, do hereby proclaim the month of August 2022 as McPolin Barn Centennial Month to recognize and celebrate this historical, cultural structure.

PASSED AND ADOPTED this 14th day of July, 2022.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, Mayor

Council Agenda Item Report

Meeting Date: July 14, 2022
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 June 9, 2022

Suggested Action:

Attachments:
June 9, 2022 Minutes

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

June 9, 2022

The Council of Park City, Summit County, Utah, met in open meeting on June 9, 2022, at 2:00 p.m. in the City Council Chambers.

Council Member Toly moved to close the meeting to discuss property and litigation at 2:00 p.m. Council Member Gerber 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 2:30 p.m. Council Member Doilney seconded the motion.

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

WORK SESSION

FY2023 City Manager's Recommended Budget: Capital Budget Presentation and Review:

Jed Briggs and Erik Daenitz, Budget Department, presented this item. Briggs indicated the discussion would be focused on new capital projects or additions to existing capital projects. Daenitz reviewed scoring and revenue for capital projects. He broke down project costs for the next five years by critical priority.

Council Member Rubell stated the recreation building at City Park was scheduled for FY2025. He asserted this was an important project and asked if the City should look at other ways to fund the project outside the Redevelopment Agency (RDA). Daenitz noted there was a recreation master plan in the works. Ken Fisher, Recreation Manager, stated a new recreation building was needed and would house the summer camp program. Currently, the program was at two different locations and it was difficult to manage. Council Member Doilney stated there would be a discussion for prioritizing projects, and this would be one of those projects that should be discussed. Council Member Rubell didn't want to hold up the project based on the Park City Mountain

Resort (PCMR) Base development. Dias stated the Council would have to strategize because there would be multiple projects that needed to be funded at the same time. This was a placeholder. The City had a solid financial team and there were many tools available for these projects. Briggs noted funds in the Lower Park RDA were used for current debt and stated it would be difficult to do the project in the Lower RDA because of the debt and the requirement to extend the RDA. He felt acquiring new debt would make more sense.

Council Member Rubell noted the soils mitigation fund was the only project in Environmental that was not water-related, and indicated there was no project for these funds, but the money would remain until a project was approved. Daenitz briefly reviewed the projects for each critical priority.

Transportation Planning: Julia Collins explained the SR248 Corridor Improvements project and stated this funding came from Council of Governments (COG) and it would be in collaboration with Summit County. In the past, these funds were used for the Kearns Pedestrian Tunnel, pedestrian improvements at the corner of Bonanza and SR248, sidewalk improvements, and Transit technology on the Richardson Flat traffic signal. The SR248 corridor would have future near and long-term improvements. Staff would work with Council as future projects were solidified. Council Member Toly asked why this money wasn't used for the Snow Creek Tunnel. Collins responded the projects were dependent on grants. If the money was used for the tunnel, nothing would be left for SR248 improvements. Briggs clarified this was not money in the bank, but the City would be reimbursed after each project was completed. Further discussion ensued on the carry forward balance, money in the bank, and other revenue counted in the budget. Council Member Toly asked if the City was in danger of losing the grant funding. Collins stated COG discussed the outstanding balances, but they understood these projects were moving forward.

Daenitz reviewed the Affordable Housing projects. He displayed a breakdown which recognized potential future projects. The Social Equity Fund included the Senior Community Center, public art, and library development. Mayor Worel asked if the public art fund reflected one percent of capital projects, including the water treatment plant. Jenny Diersen stated the one percent did not apply to infrastructure projects such as water and roads. Daenitz displayed the budget items that were not recommended and stated the list was small since most requests were granted.

Trails and Open Space: Heinrich Deters reviewed the new capital projects additions : Community Wildfire Risk Assessment; open space improvements with an easement, wayfinding signs, and gates; forestry plan; and a Trails master plan implementation. Council Member Gerber asked if this included the City's wildfire mitigation plans. Daenitz noted only the incremental changes were given. In the open space improvement project, staff received $300,000 per year from Flagstaff transfer fees, and

they used it for fire mitigation, noxious weed control, etc. Deters stated $100,000 would be used for wildfire mitigation. He noted staff sought a FEMA matching grant that the City and/or residents could apply for as they worked on wildfire mitigation. Daenitz noted he used cell phone data to track the Blood's Lake Trail usage and stated usage was increasing, even in the summer.

Recreation and Parks: Ken Fisher stated many projects received RAP Tax grants, so General Fund money could be used to replace infrastructure such as equipment, resurface tennis courts, cemetery infrastructure, park improvements, etc. He noted Quinn's Fields Phase III project was funded with impact fees and would include outdoor pickleball courts and parking, depending on the results of the design analysis. Council Member Rubell asked about the Quinn's Rec Complex Project, to which Fisher explained the original project was divided into three phases and only one phase remained unfinished. Council Member Rubell noted there was no funding for the items in Quinn's Rec RFP. Council Member Dickey asked if the MARC expansion was certain, to which Fisher stated funding was allocated for design, but no money was allocated for the expansion yet.

Ice Arena: Amanda Angevine stated the arena was 16 years old and maintenance was needed. It was anticipated the Basin would match a one-time contribution of $275,000 in FY 22 to complete the major infrastructure replacements. She noted the Basin funding did not happen in FY 22 and in FY 23 it was not guaranteed, but the Basin supported a contribution of $66,000. Council Member Doilney stated the usage tracking showed 49% of users lived in 84098 and 17% lived in 84060. Angevine stated the numbers were reflective of hockey team registrations as well.

Troy Daley reviewed equipment needs for parks and explained there was an incident several years ago where a soccer goal fell on a player. Safety goals would now be purchased.

Council Member Rubell asked for a breakdown of tennis and pickleball when the Rec RFP was discussed. Fisher indicated that was not differentiated when courts were booked. Council Member Doilney noted although the City limits were 84060, this was one community which included 84098 and people considered themselves Park City residents. Council Member Toly asked staff to look at what would draw Park City residents to the Basin Rec fieldhouse.

Public Works: Troy Daley reviewed new capital additions included walkability maintenance, bus and other City vehicle wash replacement, gate for Mine Bench and Judge Tunnel, equipment replacement to compensate increasing prices, and Santy chairs replacement. Mayor Worel noted Park City Film received a grant for the chair replacement and the total project was estimated at $300,000.

IT: Scott Robertson explained his capital additions related to laptop replacement and network and security enhancements. Council Member Rubell asked if Robertson was comfortable not having the Gartner subscription being funded. Robertson stated he could make do for now, and he would request it again in the future.

Engineering: John Robertson stated additional funds were put in the Neighborhood Traffic Management Program (NTMP) fund so staff could be more proactive updating signs, etc., and he indicated he would come back this summer to give a NTMP update.

Daenitz stated there was funding in the Bonanza Park Neighborhood Area, formerly known as the Arts and Culture District. The money would go to potential plans. Council Member Gerber felt Council was neglecting the community as it called for an arts and culture investment. Council Member Doilney indicated a lot of money was spent for the arts and culture purpose and he agreed it should be a focus.

Transit: Kim Fjeldsted explained the additional Transportation requests, including software, Transit GIS system, parking equipment replacement, Transit expansion, China Bridge improvements, parking deck coating replacement, bus lift, and an emergency response trailer. Collins reviewed other projects, including SR248 improvements, Old Town complete streets project, active transportation master plan, emerging tech in Transit, McPolin and Meadows bus stop improvement, and zero emissions transportation transition. She noted many of the projects were mostly funded with grants and noted staff applied for a grant to do a parking needs assessment.

Collins announced UDOT awarded the City a $5.5 million grant for transportation projects, including the Snow Creek Crossing, Kearns and Bonanza Transit Connections, and Prospector Transit Connection. This would include crosswalks and sidewalks for Prospector Square.

Robertson reviewed the Snow Creek Crossing Tunnels project. He reported the main tunnel across SR248 would cost $9 million-$10 million. Constructing the main tunnel and the Holiday Village driveway tunnel would cost $11million-$13 million and constructing all three tunnels would be $14 million-$16 million. Council Member Gerber favored constructing all three. Council Member Toly stated there was a $30 million gap of funds to capital projects. Collins clarified the grant would not be lost if the tunnel was not built, but it would be a process for the grant to be reconsidered for other projects. Council Member Rubell thought the bigger opportunity would be to cross SR248 and address the Snow Creek Plaza crossing. Surface crossing improvements were also being considered. Dias stated the most efficient method would be to award the maximum budget, but no allocations would be made until all the options were explored. Council Member Rubell, Toly, and Doilney favored allocating $13 million.

Briggs stated the other requests would be discussed next week.

Mayor Worel opened the item for public input.

Jocelyn Scudder, Executive Director, Summit County/Park City Arts Council, asserted many improvements had been made in trails, open space, and recreation, but not a lot of investment had been made in arts and culture. She reviewed the energy and excitement when a Transient Room Tax (TRT) was implemented to be used for arts and culture infrastructure. Now the name of the district had been changed to Bonanza Park Neighborhood Area without any input from the community. She acknowledged the discussions the City had with Kimball Arts Center and Sundance Institute, but there needed to be an arts district where people could gather. This was still a community priority. She announced upcoming arts and culture events.

Lynn Ware-Peek supported the Snow Creek Crossing Tunnel project and stated there was a significant need for safety there.

Mayor Worel closed the item for public input.

2022 Trails and Open Space Overview and Project Update:

Heinrich Deters, Trails and Open Space Manager, presented this item and reviewed his department was small and they relied on the community stakeholders to help with trail maintenance and other needs. He stated there was a growing trend of trail users. Dana Jones, Executive Director of Snyderville Basin Trails, stated the public didn't care if they were on a Park City trail or a Basin trail, they just wanted to be on trails. There were trails through neighborhoods, but by utilizing rangers, neighbors were happier. Rangers were allowed to write parking tickets, but they mostly were at trailheads to educate trail users. Council Member Rubell asked how to measure the effectiveness of warnings or tickets, especially if people were just in the area for the day. Deters stated the plan was to get to users before they got to the trail. Mountain Trails Foundation was looking for a grant to have a dedicated Trails website that would give information on peak times, off leash areas, etc. Park City would provide trailhead cameras so users could see how full the area was before they left home.

Council Member Toly hoped the community groups would know what each other was doing. She hoped the Lodging Association, the Chamber, and other groups could know about the website so they could share it with their members. Deters also proposed requiring commercial groups to get business licenses so the City would have more control.

Deters stated there was an egregious violation on open space and that would be discussed later. Wendy Fisher, Executive Director, Utah Open Lands, indicated that during the pandemic people reported improved mental health as they got outside. Uninformed users came with having more users on trails. She stated the trails on Bonanza Flat needed to be sustainable. She raised money for trailhead restoration and

noted the people and organizations that funded programming for Bonanza Flat. She indicated there was some vandalism of trail signs. Another grant was to make the deck structurally sound. It was frustrating to have trail violations, including motorized vehicle use. The worst incident was blading (grading), and it was a violation of the conservation easement. She requested the incident get investigated and solved so that the area could be fully restored. Deters recommended working with Wasatch County to investigate this incident. Council agreed to proceed with the investigation. Council Member Gerber stated Bonanza Flat was acquired five years ago and she thanked Fisher for all the work put into conserving this parcel. Council Member Doilney explained the violation was on the Jeep Hill Road, which was a path that many used to test their vehicles to see if they could make it up the hill. That area was slated for re-vegetation, and someone took a backhoe and regraded the road.

Council Member Rubell supported law and order and property rights. He asked if the City had stakeholder conversations with trail groups, neighbors, Wasatch County and others to educate people on what was happening at Bonanza Flat. Deters stated staff would implement a parking program up there which would be a surprise to many. But it would be a great step to educate people on many points. Fisher stated the restoration plans were discussed at a Wasatch County Council meeting in June of 2018 so people knew. There were two meetings held prior to the conservation area being signed and nobody wanted this road. Council Member Rubell requested more meetings with stakeholder groups before prosecuting, and then explain folks were on notice, and if it wasn't remedied, the City could proceed with next steps. Council Member Doilney stated grading a road was different than using a snowmobile to get home. He agreed there should be conversations with the residents there, but this incident went too far.

Mayor Worel asked Fisher to come back at a future date to update the public on Bonanza Flat.

Cheryl Fox, Summit Land Conservancy, stated they had a long and wonderful partnership with the City and other open space partners. They were currently working to put a conservation easement on Treasure Hill. They also worked to put over 400 more acres of open space on Iron Mountain. This would consolidate ownership and help with forest management. Deters reviewed the City's donation policy and asked to revisit the policy at a future meeting.

Deters stated Mountain Trails Foundation provided trails maintenance. They operated with grants. Laura Smith, Executive Director, Mountain Trails Foundation, explained the trail footprint they maintained. They had extensive communication with the public and offered a monthly newsletter. They also offered a summer and winter map and she noted the City covered production costs for the maps.

Deters reviewed wildfire mitigation efforts. David Telian, Alpine Forestry, and Mike McComb, Emergency Manager, were present. Telian stated his group met a much needed demand in the area in their planning and wildfire mitigation efforts. He stated the Community Wildfire Risk Assessment had just kicked off and he encouraged private landowners to look at their lands for ways to mitigate wildfires. Council Member Toly stated this assessment was a stakeholder project and she and Council Member Rubell would work with them and keep the Council up to date. Council Member Rubell indicated there were many jurisdictions and the document should be distributed to all of them. He noted staff was going to do more mitigation in a shorter timeframe. Deters noted the only holdup might be the availability of contractors, but if there was an opportunity to do more, he would do it.

Sara-Jo Dickens, Ecology Bridge, was an expert on noxious weeds. She said she worked with the City and Summit Cooperative Weed Management (CWMA) to direct City and County crews in fighting noxious weeds.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey – via Zoom Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Absent**

II) PRESENTATION

1. Presentation of the 2022 Historic Preservation Awards to 1141 Park Avenue; 1062 Park Avenue; 803 Norfolk Avenue; Thaynes Mine Conveyor Gallery; and the Star Hotel:

Aiden Lillie, Planner, presented this item and indicated the purpose of the awards was to honor historic projects. The primary winner was 1141 Park Avenue and a painting of it would be displayed in City Hall. Cindy Matsumoto thanked the citizens, City Council, and staff for their efforts to make the City special. Plaques were given to the owners of the other winning sites.

III) APPOINTMENTS

1. Appointment of Lee Gerstein and Sharon Serpico Hanson to Three-Year terms on the Police Complaint Review Committee Beginning June 30, 2022 until June 30, 2025:

Michelle Downard, Police Complaint Review Committee Chair, stated this committee was created in 2010. These appointees would serve until 2025. Council Member Rubell stated the committee met infrequently, which was good.

Council Member Rubell moved to appoint Lee Gerstein and Sharon Serpico Hanson to three-year terms on the Police Complaint Review Committee beginning June 30, 2022 until June 30, 2025. Council Member Doilney seconded the motion.

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

IV) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney thought the Council was getting into a groove. He knew they all wanted to make decisions that would benefit the community.

Council Member Rubell attended the Fire Board and noted the new facility was progressing. He indicated there were articles that quoted data from the City and different data from other organizations. He invited the groups to come together and provide the community correct data.

Council Member Gerber attended Council in the Neighborhood and thought it was a good event. She congratulated the high school graduates. Council Member Toly congratulated them as well and congratulated the lacrosse team for winning State. She congratulated the Prospector Association for their party last week. She attended the Serving on a Board information session. She also raised the Pride Flag in recognition of Pride Month.

Mayor Worel announced there were still openings for Planning Commission, Historic Preservation Board (HPB) and Appeals Board if anyone was interested in serving. She thought the Council in the Neighborhood event was well attended.

Staff Communications Report:

1. Thaynes Canyon Drive Overflow Parking Update:

V) 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.

Ray Bloxham eComment: "Park City leadership place a temporary pause on any new trail construction/development in the Bonanza Flat Conservation Area, until serious issues can be resolved. Council oversight, and a trail construction pause is warranted for numerous issues. Overwhelmingly though, due to the proposed trail locations being moved forward by Park City's Trails & Open Space Department, Utah Open Lands and Mountain Trails Foundation, while conceptual, are not consistent, nor appear to not comply with both the Bonanza Flat Conservation Easement and Adaptive Management Plan (AMP)."

Bridgette Meinhold eComment: "I wrote to the Park City Council in the Summer of 2019 with serious concerns over the trail building in Bonanza Flat. My concerns were that trail building was occurring all over the property without oversight, in very sensitive areas, close to private property, and that the trails were bringing in unprecedented amounts of people to the area. In addition, there had been no revegetation, no education, very little signage, and a shocking amount of public advertisement to get people up to Bonanza Flat so they could enjoy Park City's newest "recreation hub", which were literally the words used in social media posts back then. At the time in 2019, it took me over 2 months to get a response from anyone about trail building, mostly because no one actually seemed to know what the plans were. No one at Mountain Trails would pass on the information. Wendy Fisher from Utah Open Lands didn't know what was going on and she told me to contact the city. Logan Jones, who was at the time working on the project for the city, refused to respond to my emails or calls. I contacted every member of the Bonanza Flat Technical Advisory Committee and not a single person knew of the trails or had approved of a trail plan. Finally after some time, Tim Henney responded with a map of Phase 1 Trails and promised that "we do not anticipate any net gain in trail mileage" but spoke nothing of management, adherence to original conservation goals, or who was approving of said trails. Now we are in 2022, and I see no improvement and I have even greater concerns with regards to how the property is being managed. Use of the property is much higher than anyone expected. Bloods Lake is the most popular trail in the Wasatch Mountains, and traffic and parking is always a problem. Camping is rampant in the parking lots with "van lifers" regularly using both trailhead lots to stay overnight, often for many days at a time. It's almost as if van camping is condoned by the city, and people feel entitled to camp on the property. In addition, there is a greater trespass into the private neighborhood of Brighton Estates, where I live full time with my husband Matt, who is a captain with the Park City Fire Department. People camp on our private roads, use the neighborhood for trailhead parking, use the roads for recreation, and to stage for WOW bike rides. People post up in our yards with their hammocks, have fires, and treat our neighborhood as if it were Bonanza Flat and their public open space. In fact, just last summer, I had a group of 6 people dropped off in an Uber in front of my house so they could go hiking. Then they

proceeded to walk through the private neighborhood and when they were done, they got in another Uber right in my driveway. In the winter, I have people snowshoeing and skiing through my yard on private and guided tours because they think it is Bonanza Flat. There are also the many issues with Talisker and the impact from their use of their free parcel that they will continue to use for 94 more years. When we first saved Bonanza Flat, we did it expressly to conserve it and protect it. I was heavily involved in raising funds and attended meetings when the Conservation Management Plan was being developed. We did not save it so we could turn it into a mountain bike park, or serve as the open space for all 4 surrounding counties. We saved this property to protect open space, to provide habitat for wildlife, to protect the watershed, and yes, so it wouldn't get turned into a private ski resort. This valley serves as the headwaters to Pine Creek, which flows into the Provo River, which goes to Deer Creek Reservoir and then is transported via aqueduct all the way to Salt Lake City. It is a vital part of the watershed and as a property owner in Salt Lake County (as well as Summit County and Wasatch County), I am gravely concerned about our water resources. As you all well know, we are in a mega drought and we should be doing everything we can to protect our watersheds. And now we get to trails. Back in 2019, practically no one had any idea what trails were being built and where. It shocks me that Utah Open Lands, who was awarded the conservation of the property, was not even aware of the trail building at the time. It concerns me deeply that there is not a committee approving of trail construction, management, or ongoing issues with the property. Instead, it seems to fall into the hands of one city staffer. How can you be certain that the property is being taken care of and managed according to the legally binding documentation of the Conservation Easement and Adaptive Management Plan? And why are so many trails being built? I strongly urge the council to pause any work on trails or further construction in Bonanza Flat to review the Management Plan and then work in cooperation with area stakeholders and the Technical Advisory Committee to determine what is best for the property, not what is best for Park City's mountain biking community. When the property was saved, there were certain areas that were designated as Front Range and Backcountry/Primitive, places that were appropriate for trails and use, and areas that were not at all appropriate for human intrusion. I certainly love trails as much as the next Parkite, but I firmly believe that we don't need to build trails on every single acre of open space. We need places that are kept for the animals, for the plants and for water. Building out the entire BF parcel with trails is not in accordance with the original goals of the conservation. As it stands now, with the trail map I have currently seen, I am appalled at how much trail construction is planned and shocked at how little I have seen in terms of education, conservation, revegetation, and signage. I am appalled that the city is "bussing" people into the property, which leads me to believe that it is not appropriate to have this many people utilizing it for recreation. Why are we making it easier for people to get here? It is in the backcountry. I am scared because of how close the trails would come to private property, specifically my private property. With how many people we already have trespassing, any closer trails would only make it worse. As a person who is often alone, in the woods, because my husband is on duty with the

fire department for days at a time, I am genuinely frightened by additional trails that are slated to be within 100 yards of my home. I certainly don't look forward to having people tear down a downhill trail right next to my house, having to listen to their whoops and hollers, or the dust they kick up. And I know my other neighbors feel the same way. I would encourage the council to direct staff and managers to return to the original guiding principles for the property and protect it, not develop it. Bonanza Flat was never meant to be a bike park. Please pause any new trail construction and new development on the property to reassess the goals and values, and also to fully be more transparent in the management of this magnificent place. Many people tell me when I discuss my frustrations with the management of BF, "Just be glad it's not a luxury ski resort," and I am appalled by that comment. If we just congratulate ourselves that we saved the land from becoming a private, luxury development, we have set the bar far too low. We have the chance to make this a model for conservation and protect it as well as it should be, and I hope we take that opportunity."

More comments are attached behind these minutes.

Mayor Worel closed the public input portion of the meeting.

VI) CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from April 28 and May 12, 2022:

Council Member Gerber moved to approve the City Council meeting minutes from April 28 and May 12, 2022. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly
ABSTAINED: Council Member Dickey from April 28, 2022

VII) OLD BUSINESS

1. Consideration to Approve the Memorandum of Understanding Amendment between Park City Municipal and J. Fisher Development for the 1875 Homestake Drive Development:

Jason Glidden, Affordable Housing Manager, with Peter Tomai, Rory Murphy, and the J Fisher Team. Tomai stated progress had been made since the packet was published. Murphy stated this was the first public/private partnership the City had been in and he was sensitive to Council questions and concerns. He stated the project had no variances to the code. There were policy and affordability questions that would need to be addressed. The biggest concerns from the community were parking and traffic and those would be addressed as well. Tomai stated the team met with the Building

Department and because of new code regarding commercial space, they would alter the current design. He recommended pulling the commercial space out of the project and noted that change would add three additional residential units, more community space, and it would solve some parking issues.

Tomai stated the current unit mix was 123 units and 100 would be affordable. The developer proposed a range of area median income (AMI) units which would average 60% and would consist of 40%, 60% and 80% units. The project would have an affordable master planned development (AMPD), which would allow four stories in height and 131 parking stalls. He knew there was a concern with the project being close to the power substation. Analysis was done and the highest point of electric and magnetic fields (EMF) was where power was going into the substation which was away from the building area.

Tomai reviewed the financials and stated the project relied on Federal tax credits. This year the credits were administered by the State. The schedule of the bonds was January and October, but the State changed the October date in order to distribute funding sooner. They would know if they received funding by July.

Ryan Davis discussed income averaging and stated there would be $1 million in debt proceeds not raised if the units were mixed at 40%, 60%, and 80% AMI. If income changed once the tenant was in the unit, they could stay in the unit until they earned 140% of the income range, and he noted this scenario was rare. Council Member Toly asked what happened if a tenant's income decreased. Davis stated they could apply for a lower AMI unit if one came available, but there were no regulations.

Council Member Gerber asked how many people could fit in a unit, to which Davis stated there were exceptions, but normally it was two people per room. One person could not rent a three bedroom. Council Member Gerber asked if the AMI qualification would be affected if a person rented a one bedroom, then got married and had a baby. Davis stated children did not affect the configuration but if the income doubled that would be considered.

Council Member Rubell liked the proposal. He talked about the provision around the next available unit and thought it was great to not evict people, but there was also a need to keep affordable housing stock. He asked how they would handle a case where there were no other units available in a higher bracket. Davis stated he was open to looking at transition unit options with Council. Council Member Rubell asked how the $1.2 million funding gap would be covered. Davis stated at this stage he just wanted to provide that information to Council. There were financing agencies that covered the gap.

Council Member Doilney stated the financing came from conservative lenders and there would not be a high vacancy rate, so there wouldn't be a problem meeting the financial needs in the long-term. He also noted the group earning over the 80% AMI would be the only group affected in transitioning out of affordable housing, and those individuals would be in a market rate zone.

Tomai reviewed the prior memorandum of understanding (MOU) had a cancellation clause with a reimbursement clause. He proposed amending the MOU to provide the developer the option to lease the property for the duration of the MOU, which was through December 2023, in return for the elimination of the reimbursement clause. Council Member Rubell stated it would not eliminate a material breach of the agreement, to which Tomai confirmed. Tomai reviewed the team was ready to go to the Planning Commission and needed Council to approve the MOU amendment. He also suggested having a Council subcommittee since things would be moving quickly in the process. They could report to Council between regular updates by the group. Tomai noted they would come to Council with a fee waiver request since this was an affordable project.

Glidden stated Council Member Gerber would be a good fit for the subcommittee and also suggested Council Member Dickey since he had Planning Commission experience. Council Member Dickey asked if they needed to be through the Planning process by October, to which Tomai affirmed. Council Member Rubell expected the construction to begin before December 2023, when the MOU expired. Council Members Gerber and Dickey agreed to serve on the subcommittee. Council Member Rubell noted the fee waiver estimate in the Council packet was inaccurate. Glidden stated that figure was outdated, and a new number was being worked on. They wanted to give Council a heads up the request would be coming.

Mayor Worel opened the item for public input.

Pat Matheson, Mountainlands Community Housing Executive Director, stated he supported the project. He thought J Fisher was a great team and he didn't see any red flags.

Diego Zegarra lived in affordable housing and he thought it was valuable to live in Park City. He thought 123 families and individuals would benefit from this project.

Jamie Johnson, Park City Board of Realtors, supported the project.

Mayor Worel closed the public input.

Council Member Gerber stated she was excited to get to the point of moving forward with this project and she stressed the urgent need for affordable housing. Council

Member Toly thanked the J Fisher team and stated their research, analysis, and explanations had helped her come to support this project. Council Member Rubell asked if the amendment for the option to lease was what was being approved, in a form by the City Attorney, to which Glidden affirmed.

Council Member Gerber moved to approve the Memorandum of Understanding Amendment between Park City Municipal and J. Fisher Development for the 1875 Homestake Drive Development, in a form approved by the City Attorney. Council Member Doilney seconded the motion.

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

VIII) NEW BUSINESS

1. Consideration to Approve Ordinance No. 2022-17, an Ordinance Approving the Snow Flower Condominiums Fourth Amended Plat Amending Unit 75, Located at 401 Silver King Drive, Unit 75, Summit County, Park City, Utah:

Spencer Cawley, Planner, presented this item and explained in 1992, four owners converted common attic space to private living space. The plat amendment would memorialize the changes. He noted Condition of Approval (COA) Three required the HOA to satisfy the parking requirement for Unit 75 for two parking spaces. This plat amendment would allow the owner to complete a remodel.

Jennifer Booth, General Manager of Snow Flower, stated the parking space allocation was one space per unit, but there was no issue with guest parking. The owner noted they only had one car so there was no parking problem.

Council Member Toly asked if this happened in other units. Cawley noted some owners went through the plat amendment process, but others had not. Booth stated 12 converted their attic spaces, and seven of those had plat amendments.

Council Member Dickey asked if the owner had a building permit for the 1992 remodel, to which Cawley stated he didn't find one.

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

Cawley clarified in 1992, the HOA changed their CCRs, but never amended the subdivision plat. Council Member Rubell asked if others who did this previously would be grandfathered in. Cawley noted the amendment was only for Unit 75. Gretchen Milliken, Planning Director, stated the PayDay condos, which came to Council a few

meetings ago, were different than this plat amendment. This condo was done unit by unit instead of the entire condo plat.

Council Member Gerber moved to approve Ordinance No. 2022-17, an ordinance approving the Snow Flower Condominiums Fourth Amended Plat amending Unit 75, located at 401 Silver King Drive, Unit 75, Summit County, Park City, Utah. Council Member Doilney seconded the motion.

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

2. Discuss PC Forward: Long-Range Transportation Plan:

Alex Roy, Senior Transportation Planner, presented this item and reviewed the progress to reaching the final plan. He stated this was a broad plan for the next five to 10 years. Julia Collins indicated the plan would house the goals, policies, and projects and would be a guiding document. This plan would help with funding projections and grant applications. From this plan, the Transportation team would incorporate capital projects for five years into the future and update the Land Management Code.

Roy reviewed the goals of the plan would be access, inclusive, sustainable and transformative. They wanted to develop a multi-modal community, work with partners on regional transportation solutions, identify and manage transportation during peak conditions, expand the community's work class biking and walking developments, and leave space for disruptive ideas and transportation innovation. He displayed a blueprint of top regional and local projects the Council wanted prioritized from previous discussions. He noted there was a lot of outreach during the process of creating this plan. He gave an example of how the plan would work and explained the Snow Creek/SR248 project as an example.

Council Member Dickey thought the vision of transit should be upfront and gave an example of having a goal that nobody would bring their car to Park City in 2030. He wanted to see some measurables before it was adopted. Council Member Toly agreed and thought people should park once and not go from place to place, and visitors shouldn't bring a car. She didn't see too many of the disruptive ideas in the plan and she thought they would solve many of the City's congestion problems. Ways needed to be looked at to move a lot of people. She didn't think the low priorities were low and suggested different phrasing. She also didn't see a lot of plans for Main Street.

Council Member Doilney agreed with Council Members Rubell and Toly and stated ideas led to energy and conversation. The plan left a lot of room for ideas to be presented and analyzed. He liked the Park Once theme that Council Member Dickey suggested. He wanted to focus on livability of the community and less on the peak traffic spikes that only affected drivers 20 days per year, according to traffic studies.

Collins reviewed that the Planning Commission thought the plan needed to be condensed. She liked the Park Once theme. Council Member Gerber liked Park Once and thought it would evolve. She wanted to focus on community needs as well. Council Member Rubell stated the outcomes were missing from the plan. It had ideas but no proposition. He liked what was in the plan, but didn't think it was comprehensive, and asked that it be taken a step further.

Mayor Worel agreed outcomes would help, as well as an executive summary suggested by the Planning Commission. As the City promoted Transit, Council needed to be unified. She liked the Park Once theme.

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

Council Member Toly asked if the Transportation stakeholder group reviewed the plan. Roy stated they got a highlighted version. He indicated staff would return in two weeks with the incorporated suggestions. Collins noted the community feedback included there was no vision, and they wanted to give Council the tools needed so Council could share it. She asked for continued feedback as they refined the document.

IX) ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Approve Two Grazing Leases with Gillmor Ranching LLC for City-Owned Property along SR-248 and the Clark Ranch Open Space in the Amount of $10.00 Each in a Form Approved by the City Attorney

Suggested Action:

Attachments:
Gillmor Ranching LLC Agricultural Leases on City Properties Staff Report
Exhibit A: Clark Ranch Agricultural Lease 2022-2024
Exhibit B: Park City Heights and Cattle Corral Agricultural Lease 2022-2024

City Council Staff Report

Subject: Agricultural Grazing Lease
Author: Heinrich Deters- Trails & Open Space Manager
Department: Sustainability
Date: July 14, 2022
Type of Item: Consent- Award of Contract

Recommendation

Review and approve two grazing leases with Gillmor Ranching LLC for City-owned property along SR-248 and the Clark Ranch Open Space in a form approved by the City Attorney. (Exhibit A & B)

Background

Park City Municipal Corporation has a long history of granting agricultural leases on City-owned property. Gillmor Ranching LLC has been grazing the Clark Ranch Property well before the City's acquisition in late 2014 and has continued to provide those services to date. Additionally, Gillmor Ranching LLC has held the lease on property located along SR-248 since 2005. The new lease contemplates extending the agreements with the intent of grazing sheep, cattle, and some horses on the properties. Annual rent for is recommended to remain at $10.00 for each lease.

Analysis

Agricultural Leases as contemplated within this report are recommended for the following reasons:

- Grazing helps maintain our historic rural environment
- Grazing aids in mitigating noxious weeds, which ultimately saves the City money
- Lessee maintains fences and gates located on the property
- Gillmor Ranching LLC has demonstrated its use of the property is consistent with sustainable grazing standards (they do not overgraze areas)
- Gillmor Ranching LLC supports current trail development of the property and the prohibition of dogs

Department Review

This report has been reviewed by City Manager, Sustainability and Legal.

Funding Source
Funding is not required for this item.

Exhibits
Exhibit A: – Clark Ranch Agricultural Lease
Exhibit B: – Park City Heights 24 acres and Cattle Corral Agricultural Lease

CLARK RANCH AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT (hereinafter "Lease")**,** by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter "Landlord"), and **GILLMOR RANCHING LLC.** (hereinafter "Tenant), collectively referred to as the "Parties" is executed this_____day of _____. The Parties hereby agree as follows:

1. Base Lease Terms:

a)	**Premises**	Approximately 175 acres (Exhibit A). County: Summit County State: Utah Parcel Numbers: SS-91, SS-121, PP-26, PP-26-A-1-X Property Name: Clark Ranch Parcels
b)	**Term**	Years: Three (3) Commencement Date: May__, 2022 Expiration Date: December 31, 2024 Termination Period **(Lease may be terminated at any time for any reason upon the following Notice): 14 days**
c)	**Rent**	Annual Rental: Ten Dollars ($10.00) Payment: Due Annually May 1st
d)	**Landlord Address** General Correspondence:	Park City Municipal Corporation 445 Marsac P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
e)	**Property Manager**	Park City Municipal Corporation 445 Marsac P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
f)	**Tenant Address**	Gillmor Ranching, L.L.C. Luke Gillmor 617E 1650S Bountiful, UT. 84010 Tax ID #: 87-0577766

f)	**Insurance**	$2,000,000 General Liability City named as additionally insured

2. Leased Premises. In Consideration of the rents and covenants hereinafter reserved, Landlord does hereby rent and lease to Tenant, and the Tenant hereby leases from Landlord the land composed of the approximate acreage located in the county and state set forth in the Base Lease Terms.

3. Term. The term of this Lease shall be for a period set forth in the Base Lease Terms, the terms "Commencement Date" and "Expiration Date" shall mean the dates set forth in the Base Lease Terms.

4. Rent. Tenant shall pay annually to Landlord on or before May 1st.

5. Termination. Landlord may terminate this Lease as to all or any part of the property upon giving Tenant advance written notice as set forth in the Base Lease Terms.

(a) Renewal. Lease is eligible for renewal subject to approval by the Park City City Council and Attorney.

6. Insolvency. If the Tenant shall at any time during the term of this Lease be or become insolvent, or be adjudged bankrupt, or make an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or other officer takes possession of the leased Premises under process of any court and such process is not stayed, quashed or bonded within thirty (30) days after the date of such seizure, then and in each of such cases it shall and may be lawful for the Landlord at its election to enter into and upon the leased Premises or Property, or any part thereof, or the whole thereof, and to have, hold, possess, and enjoy the same, as of the Landlord's former estate, discharged from these presents, and this Lease shall thereupon be terminated. Notwithstanding the foregoing rights of Landlord, Landlord shall comply with all legal requirements in exercising those rights.

7. Report. Tenant shall provide timely periodic reports as requested by Property Manager. Property Manager may require verification of amounts with invoices, storage or sales receipts, etc.

8. Payment of Taxes. As government entities, Landlord has no real estate taxes due and owing on said leased Premises. Tenant shall take no action causing Landlord to incur any additional tax liability. Tenant shall pay all taxes due on its personal property used or kept on the Premises, and Tenant shall pay any taxes imposed by the governmental authority on rental payments or on the leasehold separate from ad valorem taxes of the real estate.

9. Use of Leased Premises. Tenant shall use the leased premises for the purpose

of grazing operations and for no other purposes without the prior written consent of Property Manager. Without enlarging or modifying the permitted use as set forth herein, Tenant shall not commit, suffer nor allow any of the following to be done or conditions to exist on the Premises, without the prior written consent of Property Manager, which may be granted or withheld in Landlord's sole discretion: (i) any public or private nuisance; (ii) any business, trade or activity which, in Landlord's sole opinion, is noxious, unreasonably noisy or offensive; (iii) any action that defaces, damages or harms the Premises; (iv) the installation, maintenance, or use of any underground storage tank and/or any above-ground, leak-proof containers; (v) the entering into of any contract, including but not limited to any contract between Tenant and any vendor, processor, packager or canner, without specifically subordinating the contract to Landlord's interest in the Lease, notifying Landlord of the contract, and providing Landlord with a copy of the fully-executed contract; (vi) planting, growing, cultivating, harvesting or selling any crop; and (vii) any conduct or condition which, in Landlord's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

10. Ranching Practices. In addition to the agreements covered by the above sections of this Lease, Tenant further agrees:

(a) Grazing is limited annually to May 1 through October 31.

(b) Tenant agrees to remove the livestock from the property each evening.

(c) Tenant acknowledges that there is no water available on the property and further acknowledges that any water rights, sources, or use associated in any way with the Premises, use of such water is subject to state water law.

(d) To apply the principles of good husbandry at all times for the grazing operations.

(e) To keep any fences if applicable, on the leased Premises in as good repair and condition as they are at the commencement of the lease, or in as good repair and condition as they may be put by Landlord during the term of the lease, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted.

(f) To prevent all unnecessary waste, or loss, or damage to the property of Landlord and to abate dust upon the property as required or encouraged by governmental authority having jurisdiction of the property.

(g) To keep the Premises neat and orderly.

(h) Not to allow noxious weeds to go to seed on the leased Premises, but to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the leased Premises.

(i) Not to perform any work on water courses or ditches, or undertake any other operation that will injure the leased Premises.

(j) Not to disturb or plow land without the consent of Property Manager.

(k) Not to house automobiles, motor trucks, or tractors in the barns or to have inoperable vehicles on the leased Premises without the written permission of Property Manager.

(l) To dispose of or use any hazardous materials in accordance with Section 28 of this Lease.

(m) Not to over-graze the area in which vegetation is completely removed and bare soil exposed.

(n) Not to confine livestock in a manner defined by the Environmental Protection Agency as an Animal Feeding Operation (AFO) or Confined Animal Feeding Operation (CAFO).

(o) Hunting on the property, without landowner or Property Manager permission is strictly prohibited.

(p) Not to have dogs on the property for ranching or recreational purposes.

Landlord reserves the right to enter upon the leased Premises at any reasonable time for the purpose of viewing or inspecting the Premises or making repairs or improvements on or to the Premises, provided that such entry and activity shall not interfere with the cattle grazing permitted under the terms of this Lease, subject to the reserved rights enumerated in Paragraph 26 of this Lease.

11. Government Conservation Programs. Tenant covenants and agrees to cooperate: (i) in the operation of all government conservation and other programs pursuant to all applicable laws, rules, and regulations.

12. Encumbrance of Title. Nothing herein contained shall authorize the Tenant to do any act or make any contract so as to encumber or affect in any manner the title or rights of the Landlord in the said leased Premises, it being understood that all repairs and alternation permitted to be made by the Tenant upon or in the leased premises shall be paid for by the Tenant in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien arising out of the transactions of the Tenant shall in any manner affect the title of the Landlord in said leased Premises or take precedence to any of the rights or interest of the Landlord herein.

13. Acceptance of Leased Premises. Tenant has examined the leased Premises

and shall be deemed to have accepted said leased Premises in its condition at the commencement of the term of this Lease. Tenant leases the Premises in "AS IS" condition, with all faults, including environmental contamination, and not based upon any representations by Landlord as to the condition of the Premises or as to the suitability of the Premises for the allowable purposes to which Tenant desires to use the Premises.

14. Expenses-Laws and Regulations. Tenant shall pay all operating expenses with respect to the leased Premises and shall comply with all federal, state and municipal laws, rules, regulations and ordinances with regard to the use and condition of the leased Premises.

15. Insurance.

(a) Tenant shall procure and maintain for the duration of this Lease, general liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by Tenant, his agents, representatives, employees, volunteers or subcontractors.

(b) Landlord shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the Landlord as an additional insured shall be attached to the certificate of insurance. The certificate of insurance shall warrant that the Landlord shall receive thirty (30) days advance notice of cancellation. Landlord reserves the right to request certified copies of any required policies.

(c) Tenant'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.

(d) Tenant assumes the risk for its use and for its operations upon the leased Premises and shall be solely responsible for providing casualty insurance for Tenant's personal property on the leased Premises which shall not be covered by any insurance carried by Landlord.

16. Indemnities.

(a) Tenant, during continuance of this Lease, covenants and agrees to indemnify and hold harmless the Landlord for, from and against each and every loss, cost, damage, and expense, including reasonable attorney's fees and court costs arising out of any accident or other occurrence causing injury to or death of persons or damage to property due to the condition of the leased Premises or of the streets and roads in front of or adjacent thereto, or the use or neglect thereof by Tenant. Tenant further agrees to pay all reasonable expenses and attorney's fees incurred by Landlord in the event that Tenant shall default under the provisions of this paragraph. This indemnity shall specifically include claims or damage to the property of Landlord or others occasioned by livestock of Tenant.

(b) Tenant shall indemnify and hold the Landlord 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 Landlord arising out of, in connection with, or incident to the execution of this Lease and/or the Tenant's defective performance or failure to perform any aspect of this Lease; provided, however, that if such claims are caused by or result from the concurrent negligence of the Landlord, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the Landlord, its agents, employees and/or officers from any claims arising from the sole negligence of the Landlord, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Lease.

(c) No liability shall attach to the Landlord by reason of entering into this Agreement except as expressly provided herein.

17. Surrender. Tenant shall, upon the expiration of the Term or earlier termination of this Lease, peacefully surrender the Premises to Landlord in substantially the same condition as it was received by Tenant, ordinary wear and tear for livestock operations excepted, and deliver to Landlord all keys associated with the Premises. Tenant acknowledges the fixed nature of the Term, and agrees that any personal property remaining on the Premises after the expiration of the term or the earlier termination of the Lease shall, at the election of Landlord, become the property of Landlord and shall be deemed abandoned in accordance with the Laws of the State of Utah. Tenant hereby waives any and all right to compensation for any work or performed by Tenant, including any rights arising under any Laws and the doctrine of emblements. Landlord shall have the right to remove, store, sell and dispose of Personal Property and retain any proceeds derived there from pursuant to any and all applicable laws.

18. Waiver. Any waiver of any default charges, or any failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall not be construed as creating a custom of deferring payment nor as modifying in any way the terms of this Lease, nor as a continuing waiver, nor as a waiver of Landlord's right to terminate the Lease as herein provided, nor otherwise to enforce the provisions hereof for any subsequent default.

19. Assigning and Subletting. Tenant shall not have the right or power to assign or sublet the whole or any portion of the leased Premises without the written consent of Landlord, which Landlord may grant or withhold at their sole and absolute discretion. If Landlord consents to one assignment or sublease, that consent does not authorize a subsequent assignment or sublease, and Tenant, the Assignee, or Subtenant must again obtain Landlord's written consent, subject to all the provisions of this paragraph, which Landlord may grant or withhold at their sole and absolute discretion. In the event that Tenant attempts to assign or sublet the Premises without Landlord's written consent, such

assignment or sublease is ineffective, invalid, and otherwise void.

20. Inspection at All Reasonable Times. Landlord shall have the right to enter upon the leased Premises for the purpose of inspection and for any other proper purpose. Landowner may request that stock be corralled to allow for unimpeded inspection or use of the Property.

21. Abandonment of Leased Premises. At the conclusion of this Lease or if Tenant shall abandon, vacate or surrender said leased Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the leased Premises shall be deemed to be abandoned at the option of the Landlord.

22. Default.

(a) Failure of Tenant to perform any of its obligations hereunder shall constitute an ("Event of Default"). Upon the occurrence of an Event of Default, Landlord shall:

(i) If the Event of Default relates to any other obligation not deemed to be an emergency by Landlord, Landlord shall give Tenant a thirty (30) day written notice of default;

(ii) If the Event of Default is deemed by Landlord to be an emergency requiring immediate attention, Landlord shall give Tenant telephonic notice of default followed by written notice requiring immediate cure of the default.

(b) Upon expiration of the notice period provided above, if Tenant has not cured the Event of Default, Landlord may take any of the following actions, or any other actions allowed in law or equity:

(i) Cure the Event of Default at the expense of Tenant, in which case any costs incurred by Landlord in curing the Event of Default shall be due and payable to Landlord within thirty (30) days after receipt of an invoice therefore;

(ii) Terminate this Lease by written notice of termination to Tenant. Absent such written notice of termination, no action by Landlord shall be deemed to be a termination of this Lease;

(iii) Proceed under the law of the State to re-enter and take possession of the leased premises, expelling Tenant therefrom and relet the leased premises without terminating the Lease, with Tenant to be liable for costs and expenses of reletting as well as any difference in rental through the remainder of the term of the Lease;

(iv) Bring an action for collection of damages caused by Tenant's breach of the Lease; or

(v) Any combination of the foregoing remedies and those provided in law or equity.

23. Attorney's Fees. If the Landlord shall commence any legal proceedings against Tenant for and Event of Default as provided above or for any other relief because of any default by Tenant and shall prevail therein, Tenant shall, in each and every such instance, pay to Landlord all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. If Tenant shall commence any legal proceedings against Landlord for relief because of any default by Landlord and shall prevail therein, Landlord shall in each and every instance pay to Tenant all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. The term "prevail" as used above shall mean to obtain substantially the relief sought.

24. Structures and Improvements. Tenant shall not erect or place upon the leased Premises any structures, buildings or improvements, permanent or temporary, or alter the existing structures, if any, without the prior written consent of Landlord. Upon termination of this Lease, all structures, buildings, improvements and alterations, erected, placed or made upon the leased premises shall, at the option of Landlord, remain and become the sole property of Landlord. Should Landlord elect not to exercise this option, Tenant shall remove all said structures, buildings, improvements and/or alterations from the leased premises prior to the expiration of the term of the Lease or within thirty (30) days after termination of the Lease if terminated prior to expiration of its term.

25. Hazardous Materials/Poisons.

(a) Tenant Covenant. Tenant covenants that Tenant and anyone acting by, through or under Tenant, will not, through its acts or omissions, cause or permit any Hazardous Materials or any poisons, herbicides, pesticides, fertilizers or other foreign chemicals or substances ("poisons") to be placed, held, located, released or disposed of on, under or at the Premises as permitted herein. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous wastes," "restricted hazardous waste," "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any faction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("Environmental Law"). "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Premises or adjacent property, or disposing of Hazardous

Materials into the environment.

(b) Use of Permitted Materials. Tenant may store upon the Premises and use only those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Tenant's operations ("Permitted Materials"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer thereof. Tenant shall keep appropriate records regarding the application of the Permitted Materials and provide copies of such records to Landlord upon Landlord's request. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the Premises. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the Premises without the prior written consent of Landlord. Tenant shall not apply any organic material on the Premises without the prior written consent of Landlord, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of Landlords. In the event the Landlord gives such consent, Tenant shall keep appropriate records regarding the application of any such organic material, and make those available to Landlord at its request. Landlord may require additional soil testing before any organic material application(s).

(c) Use of Gasoline and/or Diesel Fuel. Tenant shall not store gasoline and/or diesel fuel upon the Premises without prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. In the event of Landlord consent, the gasoline and/or diesel fuel shall only be stored in above-ground leak-proof containers within a proper containment structure in accordance with all relevant laws and regulations. The transfer of any gasoline or diesel fuel to vehicles or machinery must be done in accordance with all relevant laws and regulations, and Tenant shall take prudent measures to prevent gasoline or diesel fuel from contacting any soil.

(d) Release of Hazardous Material/Poisons. In the event a Release of Hazardous Materials or Poisons (excluding the permitted quantity of Permitted Materials) or violation of any Environmental Laws, Tenant shall immediately notify Landlord of any such discovery. If the Hazardous Materials/Poisons have been released by Tenant or Tenant's agents (whether such release is discovered by Tenant or Landlord during the term of this Lease or following the termination of the Lease), Tenant shall, at is sole cost and expense, comply with all Environmental Law to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the release, and preparing and implementing a plan for the cleanup of the release. Tenant shall properly dispose of any Hazardous Materials and Permitted Materials permitted to be used and stored on the Premises by licensed haulers to licensed facilities in accordance with Environmental Law. Tenant shall sign all documentation and waste manifests required to facilitate such transportation and disposal, and Tenant shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, ground water or rinse water. Tenant shall provide copies of waste manifests, bills of lading or other related documentation upon request by Landlord.

Tenant shall promptly provide Landlord with notice of any discovery of any Hazardous Materials located on the Premises, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Premises or Tenant's operations thereon. Tenant's representations, warranties, indemnifications and obligations under this Section 16 shall survive the expiration or termination of this Lease.

26. Reservation Rights.

(a) General Reservation. Landlord reserve the right to use any and all roads, trails, trailheads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Premises. Landlord also reserve and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Premises land (collectively "Mineral Rights"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the Premises. Tenant acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights, and the Landlord and/or other owners or lessees of the Mineral Rights have the right to enter upon the Premises Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the Premises.

(b) Environmental Reservation. Landlord reserves the right to use any and all Premises property as necessary, in Landlord's sole discretion. Landlord also reserves the right to require Tenant to corral livestock as necessary, in Landlord's sole discretion, to allow onsite work on the Property. RESERVED RIGHTS MAY INTERFERE WITH THE OCCUPANCY OF TENANT.

27. Entire Agreement-Modifications. This Lease shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any modification of this Lease of additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

28. Identification Numbers. If Tenant is an individual or individuals, the social security number(s) of Tenant are set forth in the Base Lease Terms. If Tenant is a corporation or other organization with a Federal Tax ID number, that number is set forth in the Base Lease Terms.

29. No Recourse. Notwithstanding anything herein to the contrary, Tenant agrees that any claim against Landlord shall be limited to the real property and improvements located within or on the Premises. Tenant hereby waives its rights to make any claim or demand against any other provider or assets of Landlord unrelated to the Premises.

30. Severability. Any provision of this Lease which is prohibited by, or unlawful, or unenforceable under Utah law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Lease.

31. Applicable Law: Jurisdiction. This Lease is governed by the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding of the enforcement of this Lease, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

32. 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.

33. 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 Agricultural Lease Agreement the day and year first above written.

LANDLORD:

PARK CITY MUNICIPAL CORPORATION

By: _____
Name Printed: _____
Title: _____

TENANT:

_____
GILLMOR RANCHING LLC., a Utah limited liability Company

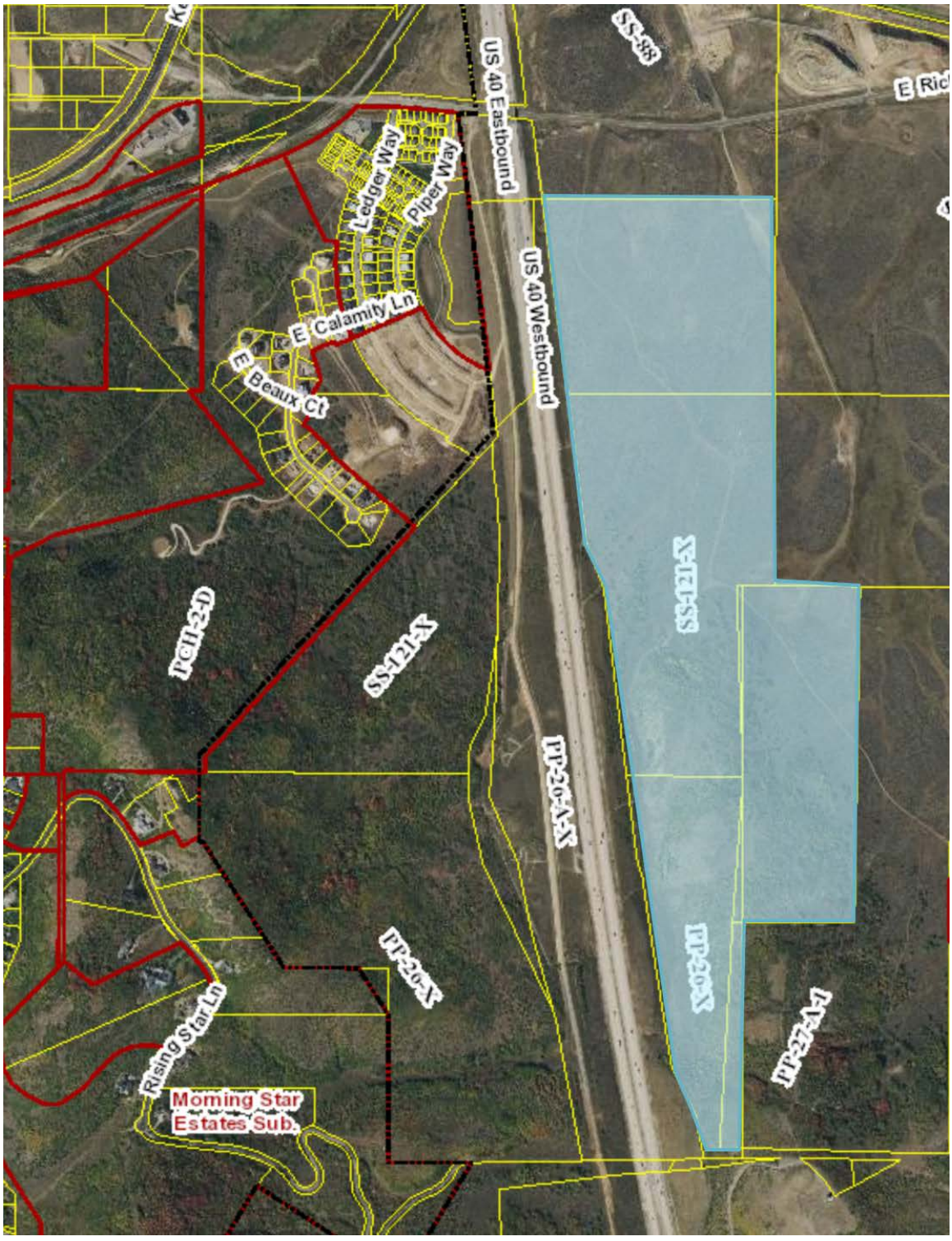
Approved as to form:

_____
City Attorney

STATE OF _____)
COUNTY OF _____)
On this ____ day of _____, 2022, _____ 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/she acknowledged to me that he executed the _____ (name of document being signed).

_____
Notary Public

Exhibit A Lease Map
Clark Ranch Agricultural Lease Area (blue)



PARK CITY HEIGHTS & CATTLE CORRAL AGRICULTURAL LEASE AGREEMENT

THIS AGRICULTURAL LEASE AGREEMENT (hereinafter "Lease")**,** by and between **PARK CITY MUNICIPAL CORPORATION** (hereinafter "Landlord"), and **GILLMOR RANCHING LLC.** (hereinafter "Tenant), collectively referred to as the "Parties" is executed this_____day of _____. The Parties hereby agree as follows:

1. Base Lease Terms:

a)	**Premises**	Approximately 27 acres (Exhibit A & B). County: Summit County State: Utah Parcel Numbers: PCA-92-A-X-X & PCA-92-D-1-X Property Name: PC Heights & Cattle Corral
b)	**Term**	Years: Three (3) Commencement Date: May__, 2022 Expiration Date: December 31, 2024 Termination Period **(Lease may be terminated at any time for any reason upon the following Notice): 14 days**
c)	**Rent**	Annual Rental: Ten Dollars ($10.00) Payment: Due Annually May 1st
d)	**Landlord Address** General Correspondence:	Park City Municipal Corporation 445 Marsac P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
e)	**Property Manager**	Park City Municipal Corporation 445 Marsac P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
f)	**Tenant Address**	Gillmor Ranching, L.L.C. Luke Gillmor 617E 1650S

		Bountiful, UT. 84010 Tax ID #: 87-0577766
f)	**Insurance**	$2,000,000 General Liability City named as additionally insured

2. Leased Premises. In Consideration of the rents and covenants hereinafter reserved, Landlord does hereby rent and lease to Tenant, and the Tenant hereby leases from Landlord the land composed of the approximate acreage located in the county and state set forth in the Base Lease Terms.

3. Term. The term of this Lease shall be for a period set forth in the Base Lease Terms, the terms "Commencement Date" and "Expiration Date" shall mean the dates set forth in the Base Lease Terms.

4. Rent. Tenant shall pay annually to Landlord on or before May 1st.

5. Termination. Landlord may terminate this Lease as to all or any part of the property upon giving Tenant advance written notice as set forth in the Base Lease Terms.

(a) Renewal. Lease is eligible for renewal subject to approval by the Park City City Council and Attorney.

6. Insolvency. If the Tenant shall at any time during the term of this Lease be or become insolvent, or be adjudged bankrupt, or make an assignment for the benefit of creditors, or if any sheriff, marshal, constable, or other officer takes possession of the leased Premises under process of any court and such process is not stayed, quashed or bonded within thirty (30) days after the date of such seizure, then and in each of such cases it shall and may be lawful for the Landlord at its election to enter into and upon the leased Premises or Property, or any part thereof, or the whole thereof, and to have, hold, possess, and enjoy the same, as of the Landlord's former estate, discharged from these presents, and this Lease shall thereupon be terminated. Notwithstanding the foregoing rights of Landlord, Landlord shall comply with all legal requirements in exercising those rights.

7. Report. Tenant shall provide timely periodic reports as requested by Property Manager. Property Manager may require verification of amounts with invoices, storage or sales receipts, etc.

8. Payment of Taxes. As government entities, Landlord has no real estate taxes due and owing on said leased Premises. Tenant shall take no action causing Landlord to incur any additional tax liability. Tenant shall pay all taxes due on its personal property used or kept on the Premises, and Tenant shall pay any taxes imposed by the governmental authority on rental payments or on the leasehold separate from ad valorem taxes of the real estate.

9. Use of Leased Premises. Tenant shall use the leased premises for the purpose of grazing operations and for no other purposes without the prior written consent of Property Manager. Without enlarging or modifying the permitted use as set forth herein, Tenant shall not commit, suffer nor allow any of the following to be done or conditions to exist on the Premises, without the prior written consent of Property Manager, which may be granted or withheld in Landlord's sole discretion: (i) any public or private nuisance; (ii) any business, trade or activity which, in Landlord's sole opinion, is noxious, unreasonably noisy or offensive; (iii) any action that defaces, damages or harms the Premises; (iv) the installation, maintenance, or use of any underground storage tank and/or any above-ground, leak-proof containers; (v) the entering into of any contract, including but not limited to any contract between Tenant and any vendor, processor, packager or canner, without specifically subordinating the contract to Landlord's interest in the Lease, notifying Landlord of the contract, and providing Landlord with a copy of the fully-executed contract; (vi) planting, growing, cultivating, harvesting or selling any crop; and (vii) any conduct or condition which, in Landlord's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

10. Ranching Practices. In addition to the agreements covered by the above sections of this Lease, Tenant further agrees:

(a) Grazing is limited annually to May 1 through October 31.

(b) Tenant agrees to remove the livestock from the property each evening.

(c) Tenant acknowledges that there is no water available on the property and further acknowledges that any water rights, sources, or use associated in any way with the Premises, use of such water is subject to state water law.

(d) To apply the principles of good husbandry at all times for the grazing operations.

(e) To keep any fences if applicable, on the leased Premises in as good repair and condition as they are at the commencement of the lease, or in as good repair and condition as they may be put by Landlord during the term of the lease, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted.

(f) To prevent all unnecessary waste, or loss, or damage to the property of Landlord and to abate dust upon the property as required or encouraged by governmental authority having jurisdiction of the property.

(g) To keep the Premises neat and orderly.

(h) Not to allow noxious weeds to go to seed on the leased Premises, but to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the

leased Premises.

(i) Not to perform any work on water courses or ditches, or undertake any other operation that will injure the leased Premises.

(j) Not to disturb or plow land without the consent of Property Manager.

(k) Not to house automobiles, motor trucks, or tractors in the barns or to have inoperable vehicles on the leased Premises without the written permission of Property Manager.

(l) To dispose of or use any hazardous materials in accordance with Section 28 of this Lease.

(m) Not to over-graze the area in which vegetation is completely removed and bare soil exposed.

(n) Not to confine livestock in a manner defined by the Environmental Protection Agency as an Animal Feeding Operation (AFO) or Confined Animal Feeding Operation (CAFO).

(o) Hunting on the property, without landowner or Property Manager permission is strictly prohibited.

Landlord reserves the right to enter upon the leased Premises at any reasonable time for the purpose of viewing or inspecting the Premises or making repairs or improvements on or to the Premises, provided that such entry and activity shall not interfere with the cattle grazing permitted under the terms of this Lease, subject to the reserved rights enumerated in Paragraph 26 of this Lease.

11. Government Conservation Programs. Tenant covenants and agrees to cooperate: (i) in the operation of all government conservation and other programs pursuant to all applicable laws, rules, and regulations.

12. Encumbrance of Title. Nothing herein contained shall authorize the Tenant to do any act or make any contract so as to encumber or affect in any manner the title or rights of the Landlord in the said leased Premises, it being understood that all repairs and alternation permitted to be made by the Tenant upon or in the leased premises shall be paid for by the Tenant in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien arising out of the transactions of the Tenant shall in any manner affect the title of the Landlord in said leased Premises or take precedence to any of the rights or interest of the Landlord herein.

13. Acceptance of Leased Premises. Tenant has examined the leased Premises

and shall be deemed to have accepted said leased Premises in its condition at the commencement of the term of this Lease. Tenant leases the Premises in "AS IS" condition, with all faults, including environmental contamination, and not based upon any representations by Landlord as to the condition of the Premises or as to the suitability of the Premises for the allowable purposes to which Tenant desires to use the Premises..

14. Expenses-Laws and Regulations. Tenant shall pay all operating expenses with respect to the leased Premises and shall comply with all federal, state and municipal laws, rules, regulations and ordinances with regard to the use and condition of the leased Premises.

15. Insurance.

(a) Tenant shall procure and maintain for the duration of this Lease, general liability insurance against claims for injuries to persons or damage to property which may arise from or in connection with this Lease by Tenant, his agents, representatives, employees, volunteers or subcontractors.

(b) Landlord shall be named as an additional insured on the insurance policiest and a copy of the endorsement naming the Landlord as an additional insured shall be attached to the certificate of insurance. The certificate of insurance shall warrant that the Landlord shall receive thirty (30) days advance notice of cancellation. Landlord reserves the right to request certified copies of any required policies.

(c) Tenant'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.

(d) Tenant assumes the risk for its use and for its operations upon the leased Premises and shall be solely responsible for providing casualty insurance for Tenant's personal property on the leased Premises which shall not be covered by any insurance carried by Landlord.

16. Indemnities.

(a) Tenant, during continuance of this Lease, covenants and agrees to indemnify and hold harmless the Landlord for, from and against each and every loss, cost, damage, and expense, including reasonable attorney's fees and court costs arising out of any accident or other occurrence causing injury to or death of persons or damage to property due to the condition of the leased Premises or of the streets and roads in front of or adjacent thereto, or the use or neglect thereof by Tenant. Tenant further agrees to pay all reasonable expenses and attorney's fees incurred by Landlord in the event that Tenant shall default under the provisions of this paragraph. This indemnity shall specifically include claims or damage to the property of Landlord or others occasioned by livestock of Tenant.

(b) Tenant shall indemnify and hold the Landlord 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 Landlord arising out of, in connection with, or incident to the execution of this Lease and/or the Tenant's defective performance or failure to perform any aspect of this Lease; provided, however, that if such claims are caused by or result from the concurrent negligence of the Landlord, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the Landlord, its agents, employees and/or officers from any claims arising from the sole negligence of the Landlord, its agents, employees, and/or officers. The provisions of this section shall survive the expiration or termination of this Lease.

(c) No liability shall attach to the Landlord by reason of entering into this Agreement except as expressly provided herein.

17. Surrender. Tenant shall, upon the expiration of the Term or earlier termination of this Lease, peacefully surrender the Premises to Landlord in substantially the same condition as it was received by Tenant, ordinary wear and tear for livestock operations excepted, and deliver to Landlord all keys associated with the Premises. Tenant acknowledges the fixed nature of the Term, and agrees that any personal property remaining on the Premises after the expiration of the term or the earlier termination of the Lease shall, at the election of Landlord, become the property of Landlord and shall be deemed abandoned in accordance with the Laws of the State of Utah. Tenant hereby waives any and all right to compensation for any work or performed by Tenant, including any rights arising under any Laws and the doctrine of emblements. Landlord shall have the right to remove, store, sell and dispose of Personal Property and retain any proceeds derived there from pursuant to any and all applicable laws.

18. Waiver. Any waiver of any default charges, or any failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall not be construed as creating a custom of deferring payment nor as modifying in any way the terms of this Lease, nor as a continuing waiver, nor as a waiver of Landlord's right to terminate the Lease as herein provided, nor otherwise to enforce the provisions hereof for any subsequent default.

19. Assigning and Subletting. Tenant shall not have the right or power to assign or sublet the whole or any portion of the leased Premises without the written consent of Landlord, which Landlord may grant or withhold at their sole and absolute discretion. If Landlord consents to one assignment or sublease, that consent does not authorize a subsequent assignment or sublease, and Tenant, the Assignee, or Subtenant must again obtain Landlord's written consent, subject to all the provisions of this paragraph, which Landlord may grant or withhold at their sole and absolute discretion. In the event that Tenant attempts to assign or sublet the Premises without Landlord's written consent, such

assignment or sublease is ineffective, invalid, and otherwise void.

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(ii) If the Event of Default is deemed by Landlord to be an emergency requiring immediate attention, Landlord shall give Tenant telephonic notice of default followed by written notice requiring immediate cure of the default.

(b) Upon expiration of the notice period provided above, if Tenant has not cured the Event of Default, Landlord may take any of the following actions, or any other actions allowed in law or equity:

(i) Cure the Event of Default at the expense of Tenant, in which case any costs incurred by Landlord in curing the Event of Default shall be due and payable to Landlord within thirty (30) days after receipt of an invoice therefore;

(ii) Terminate this Lease by written notice of termination to Tenant. Absent such written notice of termination, no action by Landlord shall be deemed to be a termination of this Lease;

(iii) Proceed under the law of the State to re-enter and take possession of the leased premises, expelling Tenant therefrom and relet the leased premises without terminating the Lease, with Tenant to be liable for costs and expenses of reletting as well as any difference in rental through the remainder of the term of the Lease;

(iv) Bring an action for collection of damages caused by Tenant's breach of the Lease; or

(v) Any combination of the foregoing remedies and those provided in law or equity.

23. Attorney's Fees. If the Landlord shall commence any legal proceedings against Tenant for and Event of Default as provided above or for any other relief because of any default by Tenant and shall prevail therein, Tenant shall, in each and every such instance, pay to Landlord all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. If Tenant shall commence any legal proceedings against Landlord for relief because of any default by Landlord and shall prevail therein, Landlord shall in each and every instance pay to Tenant all expenses thereof, including reasonable attorney's fees and costs, including attorney's fees and costs on appeal or in any bankruptcy or similar action. The term "prevail" as used above shall mean to obtain substantially the relief sought.

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(a) Tenant Covenant. Tenant covenants that Tenant and anyone acting by, through or under Tenant, will not, through its acts or omissions, cause or permit any Hazardous Materials or any poisons, herbicides, pesticides, fertilizers or other foreign chemicals or substances ("poisons") to be placed, held, located, released or disposed of on, under or at the Premises as permitted herein. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous wastes," "restricted hazardous waste," "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any faction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("Environmental Law"). "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Premises or adjacent property, or disposing of Hazardous

Materials into the environment.

(b) Use of Permitted Materials. Tenant may store upon the Premises and use only those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Tenant's operations ("Permitted Materials"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer thereof. Tenant shall keep appropriate records regarding the application of the Permitted Materials and provide copies of such records to Landlord upon Landlord's request. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the Premises. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the Premises without the prior written consent of Landlord. Tenant shall not apply any organic material on the Premises without the prior written consent of Landlord, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of Landlords. In the event the Landlord gives such consent, Tenant shall keep appropriate records regarding the application of any such organic material, and make those available to Landlord at its request. Landlord may require additional soil testing before any organic material application(s).

(c) Use of Gasoline and/or Diesel Fuel. Tenant shall not store gasoline and/or diesel fuel upon the Premises without prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. In the event of Landlord consent, the gasoline and/or diesel fuel shall only be stored in above-ground leak-proof containers within a proper containment structure in accordance with all relevant laws and regulations. The transfer of any gasoline or diesel fuel to vehicles or machinery must be done in accordance with all relevant laws and regulations, and Tenant shall take prudent measures to prevent gasoline or diesel fuel from contacting any soil.

(d) Release of Hazardous Material/Poisons. In the event a Release of Hazardous Materials or Poisons (excluding the permitted quantity of Permitted Materials) or violation of any Environmental Laws, Tenant shall immediately notify Landlord of any such discovery. If the Hazardous Materials/Poisons have been released by Tenant or Tenant's agents (whether such release is discovered by Tenant or Landlord during the term of this Lease or following the termination of the Lease), Tenant shall, at is sole cost and expense, comply with all Environmental Law to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the release, and preparing and implementing a plan for the cleanup of the release. Tenant shall properly dispose of any Hazardous Materials and Permitted Materials permitted to be used and stored on the Premises by licensed haulers to licensed facilities in accordance with Environmental Law. Tenant shall sign all documentation and waste manifests required to facilitate such transportation and disposal, and Tenant shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, ground water or rinse water. Tenant shall provide copies of waste manifests, bills of lading or other related documentation upon request by Landlord.

Tenant shall promptly provide Landlord with notice of any discovery of any Hazardous Materials located on the Premises, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Premises or Tenant's operations thereon. Tenant's representations, warranties, indemnifications and obligations under this Section 16 shall survive the expiration or termination of this Lease.

26. Reservation Rights.

(a) General Reservation. Landlord reserve the right to use any and all roads, trails, trailheads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Premises. Landlord also reserve and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Premises land (collectively "Mineral Rights"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the Premises. Tenant acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights, and the Landlord and/or other owners or lessees of the Mineral Rights have the right to enter upon the Premises Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the Premises.

(b) Environmental Reservation. Landlord reserves the right to use any and all Premises property as necessary, in Landlord's sole discretion. Landlord also reserves the right to require Tenant to corral livestock as necessary, in Landlord's sole discretion, to allow onsite work on the Property. RESERVED RIGHTS MAY INTERFERE WITH THE OCCUPANCY OF TENANT.

27. Entire Agreement-Modifications. This Lease shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any modification of this Lease of additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

28. Identification Numbers. If Tenant is an individual or individuals, the social security number(s) of Tenant are set forth in the Base Lease Terms. If Tenant is a corporation or other organization with a Federal Tax ID number, that number is set forth in the Base Lease Terms.

29. No Recourse. Notwithstanding anything herein to the contrary, Tenant agrees that any claim against Landlord shall be limited to the real property and improvements located within or on the Premises. Tenant hereby waives its rights to make any claim or demand against any other provider or assets of Landlord unrelated to the Premises.

30. Severability. Any provision of this Lease which is prohibited by, or unlawful, or unenforceable under Utah law shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of this Lease.

31. Applicable Law: Jurisdiction. This Lease is governed by the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding of the enforcement of this Lease, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

32. 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.

33. 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 Agricultural Lease Agreement the day and year first above written.

LANDLORD:

PARK CITY MUNICIPAL CORPORATION

By: _____
Name Printed: _____
Title: _____

TENANT:

_____
GILLMOR RANCHING LLC., a Utah limited liability Company

Approved as to form:

_____
City Attorney

STATE OF _____)
COUNTY OF _____)
On this ____ day of _____, 2022, _____ 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/she acknowledged to me that he executed the _____ (name of document being signed).

_____
Notary Public

Exhibit A & B Lease Map

N
Kearns Blvd
Richardson Flat Rd
3 Acre Cattle Corral
PARK CITY
1884

Exhibit B

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Engineering
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Authorize the City Manager to Execute a Professional Services Agreement with Epic Engineering to Provide Public Improvement Inspection Services for Private Developments in an Amount Not to Exceed $225,000.00 in a Form Approved by the City Attorney

Suggested Action:

Attachments:
Public Improvement Inspection Services Staff Report
Exhibit A: Professional Services Agreement

City Council Staff Report

Subject:	**Professional Services Contract to Provide Public Improvements Inspections**
Author:	**Nestor Gallo, P.E./ Public Improvements Engineer**
Department:	**Engineering**
Date:	**July 14, 2022**
Type of Item:	**Administrative**

Summary Recommendations:
Consider a request to authorize the City Manager to enter into an Professional Services Agreement (PSA), in a form approved by the City Attorney's Office, with Epic Engineering, for on-call inspection services of required public improvements installed under conditions of approval related to private development, not to exceed $255,000. The Agreement shall be administered on a time and materials basis and terminates July 1, 2025.

Executive Summary:
The Engineering Department is responsible for managing the installation, field inspection, and final approval of public improvements required by private development. Inspection of improvements is required to ensure all City standards of installation and materials are met. As part of the process, Engineering collects a performance guarantee bond (Bond) to ensure that the proposed improvements are completed or can be completed if the developer abandons the project. Often, public infrastructure is installed as part of a private development and dedicated to the City after a twelve (12) month warranty period and final inspection.

Engineering issued a Request For Qualifications (RFQ) and received six (6) responses from qualified consulting firms. A selection committee from several City departments reviewed and scored qualifications and unanimously selected Epic Engineering.

Background:
The rate at which various developments are installing public improvement infrastructure exceeds internal available resources to perform inspections in a timely manner. Therefore, it is necessary to supplement using outside professional services. The inspection of public improvement infrastructure includes culinary water systems, storm drains, roadway, curb and gutter, sidewalks, etc. The scope of work includes:

- Provide pre-construction photos/video of the site impacted by the construction where applicable.
- Hold biweekly construction meeting briefings.
- Visual inspection and documentation of all work.
- Provide a monthly construction report to the Engineering Department, including daily field reports, material testing results, changes, progress, photos, etc.,
- Provide closeout paperwork, including substantial completion, final

acceptance inspection, and verification of completion.
- Compile all paperwork necessary to obtain an operating permit from the State of Utah DWQ – Division of Drinking Water and provide electronic copies of daily reports, testing results, changes, photos, etc.

A review committee consisting of representatives from Engineering, Public Works, Building and Public Utilities evaluated six (6) responses and assessed based on the following criteria:

1. Inspection experience on similar projects (20% of total score),
2. Strength of individuals committed to the project (25% of total score),
3. Relevance of the submitted work plan (15% of total score),
4. Hourly Fee (15% of total score),
5. Strength of RFQ addressing Park City concerns (20% of total score), and
6. Other factors (5% of total score)

Department Review:
This report has been reviewed by City Manager, City Engineer, and Legal. All issues have been resolved.

Funding Source:
Epic Engineering will be paid from the Engineering Department's operating budget. To offset the impact on Engineering's operating budget, developers are responsible for paying the inspection fee, estimated at 4% of the engineering opinion of probable cost or contractor's bid for the project.

Attachments:
Exhibit A: Professional Services Agreement

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS 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 EPIC ENGINEERING, a Utah Corporation ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for the 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 **TWO HUNDRED FIFTY-FIVE THOUSAND** Dollars ($255,000) and shall be administered on a time and materials basis.

The City has designated the City Engineer or their 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 the commencement of the term, and the term shall terminate on July 1st 2025, or earlier unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or his designee an invoice for services rendered during the pay period on forms approved by the City Manager. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

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

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

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

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 Government Records Access and Management Act requirements, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption form disclosure rests solely with the Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify the Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. The Service Provider expressly waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The Parties intend this Agreement to create an independent Service Provider/City relationship. 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 the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided. However, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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 is 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 limits no less than Two Million Dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits of no less than One Million Dollars ($1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement. That continuous coverage will be maintained for an extended reporting period. Tail coverage will be purchased for a period of at least three (3) years beginning from the time that works under this agreement is complete.

D. Workers Compensation insurance limits are written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars ($500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars ($500,000) each employee, Five Hundred Thousand Dollar ($500,000) policy limit.

E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider, and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. 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 a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. <u>TREATMENT OF ASSETS</u>.

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. <u>COMPLIANCE WITH LAWS AND WARRANTIES</u>.

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 the quality of services.

B. Unless otherwise exempt, the Service Provider must have a valid Park City business license.

C. The Service Provider specifically agrees to pay any applicable fees or charges due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee employed within Utah, unless exempted by Utah Code Ann. § 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. <u>NONDISCRIMINATION</u>.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Service Provider 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. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state, or federal statutes, ordinances, and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee unless exempted by Utah Code Ann. § 63G-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 to 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 receive anything of value, including but not limited to gifts, meals, lodging,

or travel from anyone seeking or has an agreement with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C) or deleted from the scope at the option of the City.

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

16. TERMINATION.

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

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days of 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.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by 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. 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 conflicts 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. The Parties agree 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 a 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.

.

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

PARK CITY MUNICIPAL CORPORATION
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

EPIC ENGINEERING, PC, a Utah corporation
50 East 100 South
Heber City, UT 84032

Tax ID#: 841428820

_____
Signature

_____
Printed name

_____
Title

(Acknowledgment continues on the following page)

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 EPIC ENGINEERING, PC, a Utah corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as Chief Executive Officer (title) for EPIC ENGINEERING, PC, a Utah corporation (or limited liability company).

_____
Notary Public

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Legal
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Authorize Payment of the City's Self-Insurance in the Amount of $223,251.53 for Settlement (A) Public Input (B) Action

Suggested Action:

Attachments:
Melissa Peretti for E.P. (a minor) v. PCMC-Personal Injury Litigation Staff Report

City Council Staff Report

Subject:	**Melissa Peretti for E.P. (a minor) v. PCMC – Personal Injury Litigation**
Author:	**Tricia S. Lake, Assistant City Attorney/Prosecutor**
Department:	**City Attorney's Office**
Date:	**July 14, 2022**
Type of Item:	**Litigation**

Summary Recommendation
Consider a request to pay the balance of the City's self-insurance limit of $223,251.53 to settle this personal injury litigation.

Executive Summary
This case involves a bicycle accident on Lowell Avenue in Park City on August 25, 2020 and ongoing storm drain repairs. Plaintiff seeks economic damages (the amount of money that will fairly and adequately compensate a plaintiff for measurable losses of money caused by a defendant's fault) for past medical expenses. Plaintiff also seeks economic damages for future medical expenses and noneconomic damages (the amount of money that will fairly and adequately compensate a plaintiff for losses other than economic losses, such as pain and suffering).

Background
Under the Governmental Immunity Act of Utah, immunity from suit is waived by governmental entities as to any injury proximately caused by a negligent act or omission of an employee committed within the scope of employment. For a plaintiff to prevail on a claim of negligence, the plaintiff must establish: 1) that the defendant owed the plaintiff a duty; 2) that the defendant breached that duty; 3) that the breach of duty was the proximate cause of the plaintiff's injury; and 4) that the plaintiff in fact suffered injuries or damages.

Plaintiff filed a Notice of Claim on August 6, 2021 and a formal Complaint in the Third District Court on November 10, 2021. The City is self-insured for $250,000, at which point the City's insurance coverage applies. We recommend City Council approve paying the balance of the City's self-insurance of $223,251.53 toward settlement. Approving the settlement will resolve this matter with finality and avoid the risks and burdens to the parties and witnesses that come with a jury trial.

Funding
Settlement funds would be drawn from Park City's Risk Management Fund.

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Authorize the City Manager to Execute the First Amendment to the Design Professional Service Agreement in a Form Approved by the City Attorney with Alliance Engineering, Inc., for the Design and Engineering of the 9th and 10th Street Stairs, Not to Exceed $24,000

Suggested Action:

Attachments:
9th and 10th Street Stairs Project Contract Amendment Staff Report
Exhibit A: Amendment 1 Scope of Work
Exhibit B: Alliance Engineering DPSA

City Council Staff Report

Subject: First Amendment to the Design Professional Services Agreement with Alliance Engineering, Inc. for the design and engineering of the 9th and 10th Street Stairs
Author: Matthew A. Twombly
Department: Sustainability
Date: July 14, 2022
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute the First Amendment to the Design Professional Service Agreement, in a form approved by the City Attorney, with Alliance Engineering, Inc., for the design and engineering of the 9th and 10th Street Stairs, not to exceed $24,000.

Background

Following an RFP in April of 2022, on May 13, 2020, Alliance Engineering, Inc., entered into a Park City Municipal Corporation Design Professional Services Agreement (DPSA) to design the 6th Street Stairs and surveying/preliminary engineering of the 9th Street Stairs, in an amount not to exceed $29,000. The lower portion of the 6th Street Stairs construction was completed in December of 2020. The top portion of the stairs were encroaching into the ski run easement, which required the stairs to be redesigned and reconstructed in 2021.

Concurrently, in 2021, Alliance Engineering began surveying the 9th Street rights of ways between Park Avenue and Empire Avenue. Many of the area residents noticed the survey crews and began inquiring about the status and timing of the remaining 9th Street and 10th Street unbuilt rights of way. At the June 16, 2022, City Council meeting, we (link) presented the history, analysis, public information and neighborhood outreach for the remaining unbuilt rights of way on 9th and 10th Street.

Analysis

The survey and site assessment process for the construction of stairs resulted in the identification of utility conflicts in the right-of-way on 9th Street between Park Ave and Lowell. Between Park Avenue and Norfolk Avenue, there is a 6” water distribution line that was installed in 1977. Between Norfolk and and Empire Avenue, there is a high pressure 10” diameter culinary water line, a high pressure 14” raw water line (the Judge Tunnel to Three Kings pipeline), 6” diameter culinary water line, and 4” sewer line. Between Empire and Lowell, there is a high pressure 12” raw water line (the Judge Tunnel to Three Kings WTP pipeline).

As a result, there is risk, especially between Norfolk and Lowell, that a water leak would result in significant removal of stairs in order to repair. Additional design and engineering are required to reduce the risk of damage to the stairs in case of a leak or break in the utilities. With the number of utilities in that right of way, the installation of footings would be extremely difficult, if not impossible.

After the bidding of the project, at the time of Council award, additional information will be presented regarding the risks and possible costs associated with a potential leak or break in the water lines for Council to consider. Ongoing maintenance costs for the new stairs will also be defined at that time.

From previous public input, there are also privacy, connectivity, and aesthetic concerns raised by residents with the construction of stairs in the undeveloped rights of way. Due to the overhead and underground utilities, we recommend plantings are limited to shrubs or smaller plants. Previous Council direction was to provide mitigation as long as it did not jeopardize the project budget or conflict with utilities. Mitigation plantings can also be broken out as a bid alternative. Consistent with other stair projects, cross landing connections (steps down to grade) are usually included only where neighbors have main (Building code required access to ROW) or side entrances currently connected to the right of way.

The original Alliance contract was for the survey, design, engineering, and construction management for the 6th Street Stairs, and the survey, scoping and preliminary design of stairs for the 9th Street rights of way not to exceed $29,000. As a result of the additional cost associated with redesigning the upper 6th Street stairs, the addition of the upper 9th and 10th Street stairs, and the utility conflicts on upper 9th Street, the engineering and design costs will exceed the original $29,000 contract amount.

At the June 16th City Council meeting, Council supported we proceed with the remaining unbuilt 9th and 10th Street rights of way including surveying 10th St., design, engineering, and bidding (base bid and alternates due to time of year, material availability, contractor availability, and utility concerns):

a. Base Bid – Park Ave Intersection/2 lower blocks of 9th St (Park – Norfolk).
b. Add Alternate #1 for upper 9th (Norfolk – Empire).
c. Add/Alt #2 for 10th St (Empire – Norfolk).
d. Add/Alt #3 for mitigation planting.

The additive cost for the services above is an amount not to exceed $24,000, for a new total contract amount of $53,000.

Department Review

Sustainability, Public Utilities, Legal, Executive, and City Manager.

Funding

Funding for the project is from the Old Town Stairs CIP account.

Attachments

Exhibit A – Amendment 1 Scope of Services to Alliance Engineering Inc., DPSA
Exhibit B – Alliance Engineering Inc., DPSA

2022 Old Town Stairs Proposal

Alliance Engineering
PO Box 2664 - 323 Main St.
Park City, Utah 84060
435-649-9467 office
435-649-9475 fax
michael@alliance-engr.com

9TH STREET STAIR DESIGN

- **Park Avenue to Woodside, Woodside to Norfolk, Norfolk to Empire**

Alliance Engineering has a contract with the city to design and provide construction plans for a public stairway within the 9th Street Right of Way. We have completed the existing condition survey and have provided numerous design alternatives for the location of the stairs to avoid the utilities within the right of way as well as provide access to the neighboring residences. Our design alternatives were used to introduce the project to the neighbors and utility company, specifically Snyderville Basin Water Reclamation District and Park City Water Department, who expressed concern about the stair footings affecting the buried waterlines within the right of way. The portion of stairs between Norfolk and Empire will require concrete steps at grade to avoid excavation and disturbance to the high pressure waterline below. Currently, our plan shows a relocation of the waterline between Woodside and Norfolk and it may be necessary to relocate the waterline between Park Avenue and Woodside due to the existing waterline location so the new stair footings do not affect the pipelines. Improvements to the Park Avenue and 9th Street intersection were identified during this design process to provide ADA compatible sidewalk ramps and crosswalks.

1.	Final Stair Design and Waterline Relocation Design	$3000
2.	Construction Plans and Contract Documents for Contractor Bidding	$5000
3.	9thSt/Park Avenue intersection design for pedestrian improvements	$2000
	Total =	$10,000

10TH STREET STAIR DESIGN

- **Empire Avenue to Lowell Avenue**

Public Stairway exists in the 10th Street Right of Way, except for the portion between Empire Avenue and Lowell Avenue. It is desired by Park City to provide a public stairway in this portion. Alliance will complete the existing condition and topography survey of that portion of 10th Street Right of Way and provide a Public Stairway design and construction plans for the new stairway.

1.	Existing Condition, Utility and Topography Survey	$3000
2.	Concept Stair Design and Existing Utility Coordination	$5000
3.	Construction Plans and Contract Documents for Contractor Bidding	$6000
	Total =	$14,000

Alliance will provide all surveying, engineering and construction management for the project. Peter Jarrett, Structural Engineer, will assist with the footing design and provide the necessary structural calculations for permitting.

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PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this 13th day of May, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIANCE ENGINEERING, INC., a Utah 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 **TWENTY NINE THOUSAND Dollars ($29,000.00)**.

The City has designated Logan Jones, 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.

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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 November 1, 2021, or earlier, unless extended by mutual written agreement of the Parties. The design for 6th Street stairs must be completed before July 31, 2020.

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. 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.

D. 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.

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

F. 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 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.

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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 employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the

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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.

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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. <u>INSURANCE</u>.

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.

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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

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behalf of the Design Professional 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 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.

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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.

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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

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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

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effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

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

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C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

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

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

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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:
Matt Dias
D5B22F90F240...
City Manager

Attest:

DocuSigned by:
B62D34DAB1D4C9...
City Recorder's Office

Approved as to form:

DocuSigned by:
Tom Daley
D3A7B5D0DE4C0...
City Attorney's Office

ALLIANCE ENGINEERING, INC.,
a Utah corporation
323 Main Street
PO Box 2664
Park City, UT. 84060

Tax ID#: 87-0358158
PC Business License# BL B-00220

DocuSigned by:
Michael Demkowicz
7A4D9E5B4B2...
Signature

Michael Demkowicz
Printed name

President
Title

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

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PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2020, 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 Alliance Engineering, Inc., a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for Alliance Engineering, Inc., a Utah corporation.

_____
Notary Public

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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 11 day of May, 2020, at Utah, Summit County (insert State and County here).

Printed name Michael Demkowicz

Signature: DocuSigned by: Michael Demkowicz 17AC3A8D5B5B4B2...

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PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

The proposal shall consist of the survey/design/engineering of stairs in the following R.O.W.'s (in order of priority for construction):

- 6th Street between Woodside Avenue and Treasure Hill Trails
- 9th Street 4 blocks from:
    - Park Avenue – Woodside Avenue
    - Woodside Ave – Norfolk Ave
    - Norfolk Ave – Empire Ave
    - Empire Ave – Lowell Ave

The proposal shall include the following services for the stairs: Topographic survey mapping and utility mapping, development of concept plan for City review and acceptance, Construction Drawings, Specifications, structural calculations, Bid Documents, limited Project Management and Inspection (anticipate weekly site visit), and answering questions from the contractor. Coordination with utilities is anticipated with the design/engineering on this project.

During the concept planning there will need to be coordination with adjoining residents for stairway access to their property, possible driveways, possible off-street parking, utility connections, landscaping and other considerations. The Design Professional shall assist the City with the selection of a contractor for the construction of the stairs, including bid opening, review of bids, and the selection and processing of the contract for the contractor.

The stairway projects will be required to meet ANSI A117.1-2017, Park City Design Standards, Construction Specifications and Standard Drawings (latest edition), and applicable sections of Building Code 2018 of Utah IBC .

Typical Stairway Design includes:

- Concrete footings and columns
- Alaskan Yellow Cedar Glulam Beams
- "Diamond Grip" Galvanized Steel Landings and Treads
- Painted steel handrails
- Concrete paving
- Asphalt paving
- Street Lights
- Retaining walls
- Grading and drainage

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Coordination with utility companies may require possible upgrades to existing or construction of new utility lines.

The design of the stairs shall be completed by early Summer, 2020 in order to begin construction as early as possible in Summer, 2020. It is likely that due to budget and timing that the 9th Street Stairs will be phased.

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PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A" CONTINUED

PAYMENT SCHEDULE

ADDITIONAL SERVICES	RATE ($/hr)
Survey Crew	150-180
Easements, Legal Descriptions, Landscape Architect	100-130
Engineering	135-150
Technical Studies and Reports	100-150
Drafting + Inspection	100
Clerical	70

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PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"
PAYMENT SCHEDULE FOR "EXTRA" WORK

Any "extra" work shall be approved in advance in writing by the City in accordance with the rates reflected in the payment schedule referenced in Exhibit "A".

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Building
Item Type: Staff Report
Agenda Section: OLD BUSINESS

Subject:
Consideration to Adopt Resolution 15-2022, a Resolution Prohibiting Use of Ignition Sources, Including Fireworks and Open Flames, in Park City
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Ignition Source Prohibition Staff Report
Exhibit A: Current Environmental Conditions Outlook
Exhibit B: Resolution Prohibiting Fireworks and Open Ignition Sources

City Council
Staff Communications Report

Subject:	**Resolution Ratifying and Prohibiting Use of Ignition Sources, Including Fireworks and Open Flames**
Author:	**Dave Thacker, Chief Building Official/Fire Code Official**
Department:	**Community Development/Building**
Date:	**July 14, 2022**
Type of Item:	**Legislative**

The International Fire Code (IFC) as adopted by the State of Utah and Park City Ordinance No. 2022-21 allows the City Council to prohibit ignition or use of ignition sources, including fireworks and open flames, when the City Fire Code Official determines that existing or historical hazardous environmental conditions within the City necessitate restrictions on those ignition sources.

This year, forecasted weather data and fuel moisture content of live and dead vegetation put the fire danger at a high level, coupled with the established wildland fire areas throughout the City. Our environment creates significant fire safety concerns for residents and structures and necessitates restrictions on the unnecessary use of ignition sources.

Criteria and Declaration

The following criteria (Exhibit A) were considered in making the determination that hazardous environmental conditions exist to enact restrictions on the use of ignition sources, including fireworks (during the times allowed by the Utah Legislature under Utah Code 53-7-225) and open flames:

1. Great Basin Coordinating Center (GBCC) predictive services intelligence and outlook reports, including daily, 7-day and monthly/seasonal reports
2. Dead and live fuel moisture reports
3. Current and forecasted temperatures
4. Humidity
5. Dew point
6. Wind
7. Local and regional weather forecasts, including warnings, watches, and lightning probabilities
8. Energy release component (ERC)

Using the criteria outlined above, the Fire Code Official's recommendation is to implement a prohibition on ignition sources, including fireworks and open flames. This recommendation is made with assistance from the Chief of Police, Emergency Manager, and the Park City Fire District. An open source of ignition and fireworks prohibition was approved at the June 23, 2022 City Council Meeting, and that prohibition is ratified

through the attached resolution. The prohibition is effective June 23, 2022, through October 31, 2022.

Requests for an exception to this prohibition can be applied for at the Building Department by requesting a Fire Operational Permit. Requests will be evaluated for compliance with the International Fire Code, Land Management Code, and local environmental conditions at the time of application.

The Building Department will continue to work with the Community Engagement Manager to provide community information of the open flame and fireworks prohibition, and the following methods have already been completed or are planned:

- Notification flyer to be posted on public buildings and local businesses
- PSA to be aired on KPCW
- Social Media campaign once ratified
- Website
- KPCW interview

Exhibit A – Current Environmental Conditions Outlook
Exhibit B – Proposed Resolution Prohibiting Use of Ignition Sources, Including Fireworks and Open Flames, In Park City

Exhibit A

June 23, 2022

From: Park City Municipal Corporation Fire Code Official

Subject: RECOMMENDATION OF PROHIBITION ON USE OF IGNITION SOURCES, INCLUDING FIREWORKS AND OPEN FLAMES

Reference: (a) Park City Municipal Ordinance 2022-21 of June 23, 2022

1. Per reference (a), a standing ban on ignition sources, including fireworks and open flames, was approved by City Council.

2. The City Fire Code Official continues to recommend prohibiting ignition or the use of ignition sources throughout the municipal boundaries of Park City with the exception of the following areas:

a. None (recommend prohibition throughout entire City)

3. The following criteria were considered in making the determination to recommend enacting restrictions on the use of ignition sources, including fireworks and open flames:

a. **Great Basin Coordination Center Predictive Services Intelligence and Outlook reports** *(Additional sheets may be attached as necessary). In all cases, overall trends are to be considered and listed, as opposed to relying solely on specific conditions present on a given date.*

Monthly/Seasonal Report: Across the higher elevations, the below normal precipitation produced a low snowpack, mostly 50-70% of normal. Drought conditions have been present and have steadily gotten worse from low level drought years to more moderate drought years.

b. **Dead and live fuel moistures**: Dead and live fuel moisture is normal to dry.

c. **Temperatures**: Forecasts show above average temperatures with below average precipitation.

d. **Humidity**: Maximum humidity between 50-60% and a minimum of 12-22%.

e. **Dew Point**: Currently 43 degrees.

f. Wind: Varies.

g. Local and regional weather forecasts, including warnings, watches and lightning probabilities (*In all cases, overall trends are to be considered and listed, as opposed to relying solely on specific conditions present on a given date.)*: The Great Basin Coordination Center indicates the current fire danger is normal and projected to remain. However, forecasted above normal temperatures and below normal precipitation, along with continued drought conditionscreate fire ignition concerns.

h. Energy Release Component (ERC): Currently at 53 the ERC average increases to projection of over 70.

i. Other applicable information relied upon in enacting this ban: Historic data shows an increase in dry conditions will sustain through the summer months increasing fire danger. Due to this information we recommend prohibiting the ignition or use of ignition sources through October 31, 2022.

Resolution 15-2022

A RESOLUTION PROHIBITING USE OF IGNITION SOURCES, INCLUDING FIREWORKS AND OPEN FLAMES, IN PARK CITY

WHEREAS, the City Council of Park City, Utah, and the Park City Fire Code Official have a desire to reduce the threat of wildfires, which may cause extensive damage and economic hardship within the City; and

WHEREAS, pursuant to Utah Code § 15A-5-202.5 and Park City Municipal Code § 11-9-3, when the Park City Fire Code Official determines that existing or historical hazardous environmental conditions necessitate controlled use of an ignition source, including fireworks and open flames, City Council may prohibit the ignition or use of an ignition source in mountainous, brush-covered, forest-covered, dry grass-covered, and wildland urban interface areas, as well as areas near waterways, trails, canyons, washes, ravines, or similar areas; and

WHEREAS, the City Fire Code Official has determined that existing hazardous environmental conditions—including below average precipitation and above average temperatures, along with the forecasted weather data and fuel moisture content of live and dead vegetation—necessitate controlled use of ignition sources throughout the City, which is entirely made up of the above-identified areas;

BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

Unless explicitly approved through the issuance of a written permit, the Park City Council prohibits the use of any ignition source, including fireworks and open flames, throughout the Park City municipal boundaries from June 23, 2022 through October 31, 2022.

This resolution, passed and adopted this 14th day of July, 2022, ratifies the Council's June 23rd, 2022 action.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
Margaret Plane, City Attorney

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance No. 2022-23, an Ordinance Amending the Municipal Code of Park City Title 4 General Licensing Section 4-1-1 Definitions; 4-2-13 Outdoor Sales; 4-2-4 Use of Public Property; 4-3-2 Specific Additional License Application Requirements; 4-3-4 Code Compliance Inspection; 4-5-1 Regulation of Vending Machines and Mechanical Devices; 4-5-3 Regulation of Nightly Rentals; 4-5-6 Regulation of Food Truck Locations; 4-6-4 Single Even Alcoholic Beverage License; 4-7-5 Umbrella Organizers; 4-7-6 State Tax Number; 4-8-5 Background Check Requirement; 4-9-1 Mobile Vendors General; 4-9-3 Mobile Vendors Conditions
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Title 4 Amendments Staff Report
Exhibit A: Title 4 Redlines
Exhibit B: Ordinance No. 2022-23

City Council Staff Report

Subject:	**Local Licensing Amendments, Alcoholic Beverage Control Act Amendments and Miscellaneous Clean-up**
Author:	**Mindy Finlinson, Finance Manager; Sara Nagel, Treasurer; Jordan Fewkes, Business License Specialist**
Department:	**Finance**
Date:	**July 14, 2022**
Type of Item:	**Legislative – Title 4 Amendments**

Recommendation

Review the proposed Title 4 Municipal Code of Park City amendments and consider adopting Ordinance No. 2022-23 (Exhibit B). Proposed amendments would include:

- Updating the Food Truck and Mobile Vendor definition and regulation to align with the LMC and State code;
- Amending the number of 72-hour single event permits issued during a calendar year in order to align with State code;
- Updating the Department of Alcoholic Beverage Control name change;
- Aligning the application requirements for Alcoholic Beverage and Single Event Temporary Liquor License in order to standardize the process and provide clarity and consistency for applicants;
- Removing licensing requirements related to individual vending machines as this duplicates State law; and
- Non-substantive code cleanup for consistency and clarity.

Background

Food Trucks

On May 26, 2022, Council adopted Ordinance No. 2022-16 updating the definition of Food Truck(s) found in the Land Management Code (LMC) (15-15-1) to comply with changes to State law (H.B. 146). HB 146 expands the definition of Food Truck to include food carts and ice cream trucks. As a result, the Planning Department updated the definition of Food Truck to align with the State definition. The Finance Department is proposing additional amendments to the Food Truck and Mobile Vendor regulations located in Title 4 of the Municipal Code to align with the LMC and State code (Exhibit A).

Alcoholic Beverage Licenses

Under current code, the number of single event temporary liquor licenses are capped to 12 per calendar year. This year, the Utah legislature enacted S.B. 176, *Alcoholic Beverage Control Act Amendments*, modifying the number of allowable singe event permits from 12 to 24. This legislation also modifies the name of the Department of Alcoholic Beverage Control (DABC) to the Department of Alcoholic Beverage Services (DABS). The proposed amendments align Title 4 of the Municipal Code with State code (Exhibit A).

Application Requirements
Aligning Park City's application requirements for Alcoholic Beverage Licenses and Single Event Temporary Liquor Licenses will provide consistency. The proposed amendments clean up our current application process and remove duplicative requirements with the DABS's application process.

Other
We also recommend updating Title 4 to provide more consistent references throughout, adding/deleting antiquated application requirements, removing outdated licensing requirements, and cleanup of remnant language from previous amendments. These cleanup items are redlined in Exhibit A.

Department Review
The Finance, Planning and Legal Departments reviewed the proposed Title 4 Code amendments.

Exhibits
Exhibit A: Title 4 redlines
Exhibit B: Ordinance 2022-23

4-1-1 Definitions

BEDROOM. Each room in a hotel, motel, lodge, condominium project, single family residence, fractional ownership or timeshare project, ~~condominium project, single family residence,~~ or other Nightly Lodging Facility that is intended primarily for the temporary use of transient guests for sleeping purposes.

COMMERCIAL VEHICLES AND TRAILERS & CONSULTANT LICENSE. Motor vehicles used for a Business's normal activities, but not used to transport people to, from, and within Park City for a Fare. Such vehicles include but are not limited to vehicles used for deliveries, cleaning or consulting, commercial hauling, and snow removal services, as well as cargo rental vehicles, concrete trucks, and dump trucks.

DABS~~C~~. The Utah Department of Alcoholic Beverage ~~Control~~Services.

MOBILE VENDOR. One who sells non-food goods such as ~~food,~~ flowers, agricultural products, ~~ice cream, candy, popcorn, or other goods~~ or merchandise from push carts, mobile wagons, or motor vehicles ~~and has a franchise to sell items in the Right of Way~~. Mobile Vendors do not include Food Truck Operators.

SQUARE FOOTAGE. The aggregate number of square feet of area within a Place of Business that is used by a licensee Engaging in Business.

UNIT. Any separately rented portion of a hotel, motel, condominium, apartment building, single family residence, duplex, triplex, or other residential dwelling without limitation.

UNSOLICITED DELIVERY. The delivery of any unsolicited newspaper or publication, sample product, or advertising material. Unsolicited newspapers or publications, sample products, or advertising material shall include, but not be limited to, handbills describing or offering goods or services for sale, any goods or products that were not previously ordered by the homeowner or occupant, any newspaper or publication delivered without a subscription by the owner or occupant, and any coupons or rebate offers for goods and services.

4-2-13 Outdoor Sales

Sidewalk Sale permits are not issued during Special Events. However, the Finance Department may grant a license to regularly licensed retail and service based Park City businesses, per the Land Management Code, to hold outdoor sales five (5) times a year for a duration of no longer than three (3) days for each outdoor sale, and additionally for up to fifteen (15) individual Sundays per calendar year, either within the Business's own

property or on public sidewalks or streets adjoining the Place of Business on the following terms:

4-2-4 Use Of Public Property

The City Council may grant specific temporary licenses to applicants to sell food, alcoholic beverages, or merchandise in City parks or at other locations on public property. In granting these temporary licenses, preferences shall be given to Non-Profit Corporations and civic groups before profit-making businesses ~~are licensed to conduct a temporary Business~~ within the parks or on other City property. Such licenses shall be issued only after the appropriate City department approves the temporary license and the City executes a concessions or franchise contract with the temporary licensee.

4-3-2 Specific Additional License Application Requirements

A. **Alcoholic Beverages.** Applications for all alcoholic beverage licenses must include the following additional information:
   1. The street address of the Place of Business;
   ~~2. A Background Check Certificate obtained from the Utah Bureau of Criminal Identification and issued no earlier than one year before the date of application;~~
   ~~3.~~2. Proof that the applicant has complied with the requirements specified in the Alcoholic Beverage Control Act;
   ~~4.~~3. The location of any other alcoholic beverage licenses held by the applicant;
   ~~5.~~4. The name and Utah address for the Business's agent for service of process;
   ~~6.~~5. A signature by the applicant stating under oath that the facts contained therein are true; and
   6. If the applicant is a partnership, association, corporation, or limited liability company the applicant shall include a certificate of existence, a copy of the articles of incorporation or the written partnership agreement, and the name, street and mailing address, age, citizenship, ~~and Background Check Certificate from the Utah Bureau of Criminal Identification~~ for each officer, partner, or director.
   7. An affirmation indicating each officer, partner, or director meets the licensee qualifications set forth in the statutes of Utah and this Title.

B. **Single Event Temporary Liquor License.** Applications for a Single Event Temporary Liquor License must include the following additional information:
   1. The street address of the Place of Business;
   ~~2. A notarized and detailed statement by the applicant certifying their criminal history;~~
   2. Proof that the applicant has complied with the requirements specified in the Alcoholic Beverage Control Act;

3. The location of any other alcoholic beverage licenses held by the applicant;
4. The name and Utah address for the Business's agent for service of process;
5. A signature by the applicant stating under oath that the facts contained therein are true;
6. A certificate of existence, or a copy of the articles of incorporation, or the written partnership agreement, or other applicable documentation showing the entity has been in existence for at least one (1) calendar year prior to the date of application;
7. The name, contact information, and/or any other information needed by the City to verify each officer, partner, or director meets the requirements set forth in the statutes of Utah and this Title; and
8. An affirmation indicating each officer, partner, or director meets the licensee qualifications set forth in the statutes of Utah and this Title.
9. Within the HCB and HRC Districts, Aa Single Event Temporary Liquor Permit may only be issued for those Vibrant locations within the HCB and HRC Districts that are Vibrant as Defined in Section 4-2-15.

C. **Nightly Rentals.** All new and renewal applications for nightly rentals must first pass a Business License Inspection from the Building Department and must also contain the following information:
   1. Owner's name;
   2. Legal address including unit number of each Unit;
   3. The name, address, and telephone number of a local responsible party who is available by telephone twenty- four (24) hours per day;
   4. Utah State Tax ID number; and
   5. Supplements to the application and cover letter with any information that changes.

4-3-4 Code Compliance Inspection

A. **INSPECTIONS FOR CODE COMPLIANCE.** Prior to applying for a license under this Title for a A new Business not previously licensed at that a location, or an existing Business with a change of Square Footage, use, or location, the applicant shall be required to have the prospective Place of Business inspected prior to application by the Building Department, and if necessary, other government agencies to ensure compliance with building, fire, municipal, and health codes. Except if the Business is a Conventional Chain Business located within a Storefront Property in the HRC or HCB Districts, the applicant may apply without an Inspection, but must provide a A copy of the Business License inspection report showing passed prior to the License being must be provided prior to the License being issued.

B. **NOTICE OF INFRACTION.** No license can be ~~applied for~~issued until the required inspection reveals that the prospective Place of Business is in substantial compliance with the building, fire, and health codes. If during the inspection process any code infractions are found, corrections shall be made and a re-inspection scheduled within a reasonable period as identified by the inspector or Chief Building Official not to exceed thirty (30) calendar days.

4-5 Regulation Of Specific Businesses

4-5-1 Repealed by Ord. 2022-24 on 7/14/2022

~~4-5-1 Regulation Of Vending Machines And Mechanical Devices~~

~~It shall be unlawful to install, or permit to be installed, any kind of mechanical device operated by coin, token, or currency, which sells goods, merchandise, food, beverages, candy, or entertainment services without first having paid the applicable fee on that mechanical device. Further, it shall be unlawful for any Person to permit a machine to be placed on or within his/her premises or Place of Business any such mechanical device on which the fee has not been paid.~~

4-5-3 Regulation Of Nightly Rentals

All nightly rental Units must be inspected by the Building Department and issued a license before being offered for rent.

A. **LICENSEE.** The licensee for rentals under this Section shall be the owner. The local representative shall be deemed the responsible party.
B. **MANAGEMENT STANDARDS.** The authorized lodging must be properly managed. As a condition to holding a valid license, the licensee agrees to provide or arrange for adequate property management services. In the event an owner's association exists, it shall be responsible for property maintenance. In the event an owner agrees to be responsible for property maintenance, the licensee must present a statement to that effect signed by the owner. The minimum services and management regulations required include:

    1. Snow removal during winter months to a level that allows safe access to the building over the normal pedestrian access to the Unit;
    2. Snow removal service to off-street parking facilities associated with the rental property so that off-street parking is at all times available for occupant use;
    3. Summer yard maintenance, including landscaping, weed control, and irrigation to a level that is consistent with the level of landscaping and maintenance on adjoining and nearby properties;
    4. Structural maintenance to preserve substantial code compliance as described herein is required;
    5. Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance on adjoining or nearby properties;

6. Trash collection which ensures that trash cans are not left at the curb for any period in excess of twenty-four (24) hours; the property must be kept free from accumulated garbage and refuse;
7. Housekeeping service as a part of hotel or property management company included in property management license;
8. On-street parking for nightly rental uses shall not result in an obstruction to traffic and pedestrian circulation or public safety;
9. No outdoor display of goods and merchandise shall be permitted as part of any nightly rental use;
10. Unless expressly permitted under the Municipal Sign Code, no signs will be permitted for nightly rental uses;
11. Nightly rentals may not be used for commercial uses not otherwise permitted in the zone. Nightly rentals may not be converted to Corporate Sponsor or Business houses which are used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for. A Corporate Sponsor is any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

C. **NOISE AND OCCUPANCY CONTROL.** The licensee and the owner of rentals under this Section are responsible for regulating the occupancy of the Unit and noise created by the occupants of the Unit. Violation of the Noise Ordinance, violation of occupancy loads, failure to use designated off-street parking, illegal conduct, or any other abuse, which violates any law regarding use or occupancy of the premises, is grounds for revocation. Failure to collect and deposit sales tax is also a violation of the license and grounds for revocation.

D. **REVIEW CRITERIA.** In determining whether or not a Business license for rental authorized under this Section shall be issued, the application shall be reviewed to see if, in addition to standards and conditions applicable to issuance of all Business licenses, the following conditions and standards are met:

1. The Unit is located within a zone and subzone designated as allowing rentals for the period which the license is applied for;
2. The access to the rental Unit and the layout of the Unit is such that noise and physical trespass from the proposed rental Unit is not likely to be a substantial intrusion to the adjoining properties. If the proposed rental Unit is a single family home or duplex and shares an access, hallway, common wall, or driveway with another dwelling, written consent of the owner of the other dwelling is required;
3. The applicant must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual, who resides within a 1-hour drive of the property, or, in the case of a company, has offices in Summit County. The responsible party is personally liable for the failure to properly manage the rental. The

responsible party must be available by telephone, or otherwise, twenty-four (24) hours per day, and must be able to respond to telephone inquiries within twenty (20) minutes of receipt of such inquiries. The responsible party is also designated as the agent for receiving all official communications under this Title from Park City. If the licensee is a property management company or individual other than the owner, such company or individual must comply with applicable state law, including the Securities Division Real Estate Division in the Utah Code, as amended, which requires those who receive valuable consideration to lease property to have a state license;

4. The application must bear a sales tax ~~collection and accounting~~ number for the rental operation. This number may be the sales tax ~~accounting~~ number used by the property management company responsible for that Unit, or may be specific to the Unit, but no license will be effective until the sales tax number is provided.

4-5-6 Regulation Of Food Truck~~s Locations~~

~~**A licensed Food Truck must be properly managed in an approved Food Truck Location. The applicant shall ensure that a Food Truck Location is operated in a manner consistent with the following:**~~

A. **Location and Site Requirements**. Food Trucks must be properly licensed and may only operate at approved Food Truck Locations.

1. Size and location of the Site shall be located within a zone designated as allowing Food Truck Locations; ~~and~~
2. Food Truck(s) must not be located within ten feet (10') of the extension of any building entranceway, doorway, or emergency egress; ~~and~~
3. Food Truck(s) shall not operate within the right-of-way unless a franchise agreement has been granted; ~~; and~~
4. On lots less than one-half (1/2) acre, no more than one (1) Food Truck is allowed to operate:~~.~~

~~B. Site Requirements~~

~~1.~~5. Food Truck(s) and/or patrons must not impede safe movement of vehicular and pedestrian traffic, snow removal, parking lot circulation or access to any public alley, access easement, or sidewalks and pathways; ~~and~~

~~2.~~6. Food Truck(s) shall be sited on an approved hard-surfaced area; ~~and~~

~~3. Signs and lighting shall be affixed to the Food Truck. Signs shall comply with Title 12 Sign Code and lighting shall comply with LMC 15-5-5(J) Lighting.~~

~~4.~~7. Food Truck(s) shall not have a drive-through; ~~and~~

~~5.~~8. Shall provide trash and recycling pickup areas and shall identify the location of restroom facilities; and

~~6.~~9. Food Truck Locations may not occupy code required parking areas for previously approved Development Activity, except for public parking areas approved by a concession contract by City Council in the Historic Commercial Business District.

B. Sales Within the Public Right-of-Way and Franchise Agreements.

1. In order to control vending within any public right-of-way in Park City, only those Food Trucks who have obtained the grant of a franchise from the City or under a permitted Special Event may operate within the public right-of-way. Absent all proper permitting, vending within any public right-of-way is strictly prohibited.
2. The City, in its sole discretion, may determine the number of franchises to award based upon public necessity, demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. Any violation of the franchise agreement is grounds for voiding the franchise agreement, in addition to any other remedy at law.

C. **Operation Requirements.** Unless a franchise agreement or permit specifies operation requirements for a specific Food Truck different from the requirements in this section, Food Truck(s) must be operated in a manner consistent with the following:

1. Food Truck(s) may not park in one location for more than twelve (12) hours during any twenty-four (24) hour period; ~~and~~
2. Food Truck(s) in Commercial Zoning Districts shall operate no later than 2:00 a.m.;~~.~~
3. Food Truck(s) in Residential Zoning Districts shall operate no later than 10:00 p.m.;~~.~~
4. Amplified music or noise is not permitted; ~~and~~
5. If proposed, there shall be a designated plan for the control of delivery and service vehicles, delivery of supplies, loading and unloading zones; ~~and~~
6. Food Truck(s) shall be occupied by the owner or operator at all times; ~~and~~
7. Food Truck Locations within 500 feet of a Level Four and/or Level Five Special Event area may have Conditions of Approval restricting operation during a Special Event period;~~.~~
8. Signs and lighting shall be affixed to the Food Truck(s). Signs shall comply with Title 12 Sign Code and lighting shall comply and LMC 15-5-5(J) Lighting; and
9. Food Trucks may only operate on property that has been issued a Food Truck Conditional Use Permit under Title 15, Land Management Code. Food Trucks may only operate on private property with the express prior written permission of a person with authority to act on behalf of the property owner. The written permission shall include any restrictions such as specific location on the property, hours of operation, limitations on employee and/or public sales, etc. Food Trucks are prohibited on City property except as authorized in writing by the City on City-owned property for which a Food Truck Conditional Use Permit under Title 15,

Land Management Code, has been issued. The Food Truck, while operating, shall produce the written permission upon request of an authorized City official.

D. Homemade Food Producer

~~7.~~ Those producing homemade food or homemade food products pursuant to the Home Consumption and Homemade Food Act are required to obtain a Business license pursuant to this Title but may be exempt from health department approval required in Subsection A so long as the producer meets the requirements outlined in Utah Code Ann. 4-5a-101 et seq., as amended.

4-6-4 Single Event Alcoholic Beverage License

A. **Single Event Alcoholic Beverage License Required.** It shall be unlawful for any Person to sell or serve alcohol at any event within the City without first procuring a Single Event Alcoholic Beverage License as required by this Title.

1. No alcoholic beverages may be served at any event(s) at which natural Person(s) or entities (including, but not limited to corporations, partnerships, unincorporated associations, or joint ventures) will be Engaging In Business unless a Single Event Alcoholic Beverage License is secured prior to the event. A City issued Single Event Alcoholic Beverage License is required if Engaging In Business at an event, even if a State Department of Alcoholic Beverage ~~Control~~ Sevices license is not required.
2. In addition to the City license, a State Temporary Beer Event Permit, or Single Event Permit shall be required for all sales of beer or liquor at any event. No license may be transferred, assigned, or subleased in any manner. Licenses are invalidated by transfer or attempted transfer. All licensees shall comply with the provisions of the Alcoholic Beverage Control Act and this Title.
3. A Single Event Alcoholic Beverage License shall grant a bona fide association, corporation, church, or political organization, or a recognized lodge, chapter, or other local unit that is conducting a convention, civic, or community enterprise the privilege to store, sell, serve, and consume alcoholic beverages in accordance with (i) an applicant's State liquor license or (ii) in case of Business activity where a State liquor license is not required.
4. The privileges granted by this license shall be limited by the type of temporary license or permit the applicant obtains from the State as follows:
    a. Where an applicant obtains a State Temporary Beer Event Permit, this license shall carry the privileges and responsibilities granted State Temporary Beer Event Permit holders and shall authorize the storage, sale, service, and consumption of beer for a period not to

exceed thirty (30) days. A State Temporary Beer Event Permit may authorize multiple sales outlets on different properties under one State Temporary Beer Event Permit. No Person, entity, or association shall in any one (1) calendar year operate under a Single Event Alcoholic Beverage License for more than a total of ninety (90) days; or

b. Where an applicant obtains a State Single Event Permit, this license shall carry the privileges and responsibilities granted State Single Event Permit holders and shall authorize for a period not to exceed one-hundred and twenty (120) consecutive hours or five (5) consecutive days the storage, sale, service, and consumption of liquor. In any one (1) calendar year an applicant may not obtain more than: four single event permits if one or more of the single event permits is a 120 hour single event permit; or 24 single event permits if each of the single event permits issued is a 72 hour single event permit. ~~In any one (1) calendar year an applicant may obtain up to twelve (12) licenses provided that all such licenses in the calendar year are for seventy-two (72) hours or fewer. If any license issued to an applicant within one (1) calendar year exceeds seventy-two (72) hours, applicant may obtain no more than four (4) Single Event liquor licenses for that one (1) calendar year.~~

5. Unless otherwise provided for in this Title, Single Event Alcoholic Beverage Licenses shall be valid only if a licensee has received a State liquor license from the Utah Alcoholic Beverage Control Commission for the same event. All licensees must notify the Finance Manager or his/her designee immediately if their State license is denied, revoked, or suspended for any reason. In the event an applicant is not required to obtain a State Temporary Beer Event Permit or State Single Event Permit, the privileges granted by a Single Event Alcoholic Beverage License shall be contingent upon the type of alcoholic beverages to be served at the event as established by the Single Event Alcoholic Beverage License application. Applicants serving only beer at an event shall receive the privileges and shall be subject to the limitations described in (4)(a) above. Applicants serving any liquor at an event shall receive the privileges and shall be subject to the limitations described in (4)(b) above.
6. Subject to the limitations set forth in (4)(a) and (4)(b), a Single Event Alcoholic Beverage License shall authorize the storage, sale, service, and consumption of alcoholic beverages in conjunction with a Special Event, convention, civic or community event and pursuant to the Utah Alcoholic Beverage Control Act and the ordinances of Park City.
7. No Person under the age of twenty-one (21) shall sell or serve alcohol under a Single Event Alcoholic Beverage License.

B. **Single Event Alcoholic Beverage License Application.** Applications for a Single Event Alcoholic Beverage License shall be made on behalf of a bona fide association, corporation, church, or political organization, or a recognized lodge, chapter, or other local unit, in writing, to the Finance Manager or his/her designee

and include the information as required in this Title. Applications may take up to ten (10) business days to process. As provided by this Title, applicants may not store, sell, serve, or otherwise facilitate the consumption of alcoholic beverages by others until applicant has procured a license as required by this Chapter and, if required, a State issued license.

C. **Single Event Alcoholic Beverage License Fee.** The liquor License Fee shall be set by resolution as listed in the Business License Fee Schedule for all Single Event Alcoholic Beverage Licenses. The License Fees shall be used by the City to defray, in part, the costs of alcohol related enforcement and responding to alcohol related offenses within Park City. This License Fee ~~may~~ shall be waived by the Finance Manager or his/her designee for Single Event Licenses issued to Persons participating in community sponsored events, or in events sponsored by or for the benefit of Non-Profit Corporation, or civic, religious, or charitable organizations.

4-7-5 Umbrella Organizers

For Type 1 and 2 convention sales licenses, if multiple vendors are sharing a space, an umbrella organizer may obtain a convention sales license for the entire space as long as each individual vendor provides an individual tax identification number. The umbrella organizer will be charged a License Fee and, if applicable, the required trash payment fee for the umbrella license as well as a fee for each vendor listed on the application. All vendors included in the umbrella license must be located under one physical address. The umbrella organizer is also responsible for having an appropriate Business license.

4-7-6 State Tax Number

The applicant must provide an individual Utah sales tax ~~identification~~ number if sales transactions are taking place, federal tax identification numbers if only promotion or Gifting is taking place, as part of the license application to assist in verifying the collection and reporting of sales tax.

4-8-5 Background Check Requirement

1. Before a For-Hire Ground Transportation Business allows an individual to provide For-Hire Ground Transportation services or drive a For-Hire Ground Transportation Vehicle, the business shall obtain a criminal background check on the individual.
2. The criminal background check report or certificate shall be maintained by the business for~~fro~~ a minimum of three (3) years.

4-9-1 General

It shall be unlawful to sell non-food goods such as~~food~~, flowers, agricultural products, ~~ice cream, candy, popcorn, or other goods~~ or merchandise from push carts, mobile

wagons, or motor vehicles on private or public property except as authorized and licensed under this Title and Title 15, Land Management Code.

4-9-3 Terms And Conditions

Licensed Mobile Vendors shall be subject to the following terms and conditions:

~~1. **Health Department Approval.** All Mobile Vendors serving food or garden produce for human consumption from any cart, wagon, or motor vehicle must have the means of preparing, keeping, and serving the foods approved by the Summit County Health Department. This approval, in writing, must be submitted as part of the license application. Withdrawal of Health Department approval for sanitary or health violations is grounds for revocation of the City license.~~

~~2.~~1. **Limitations On Locations.** If a franchise has been obtained from the City, Mobile Vendors vending from motor vehicles, which shall include any motorized means of conveyance that is required to be licensed by the State Division of Motor Vehicles shall be restricted in the Single Family Zone, the RD-MPD Zones within Park Meadows, all Historic Residential Zones (HR-1, HR-2, HRC, HRM), and Sullivan Lane, as designated on the Official Zoning Map of Park City. Mobile Vendors are prohibited from vending in locations included in any special event boundary. Mobile Vendors vending on City rights-of-way during construction or other situations creating a public health or safety concern may be prohibited by the City Engineer or Chief of Police. The City will inform any franchise holder of these limitations and the duration of their effect.

~~3.~~2. **Vendors Required To Move Location.** It shall be unlawful for any Mobile Vendor to obstruct pedestrian or vehicular traffic on streets or sidewalks. It shall also be unlawful for any Mobile Vendor to remain in a fixed location for more than one hour at a time. Mobile Vendors shall move a distance of at least fifty feet (50') from their prior location every hour during which they are Conducting Business. It shall be unlawful for any Mobile Vendor Engaging in Business in a location that impairs reasonable pedestrian or vehicular access to any adjoining building, alley, yard, or other property.

~~4.~~3. **Franchise Agreement.** The City, in its sole discretion, may determine the number of franchises to award based upon public necessity, demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. Any violation of the franchise agreement is grounds for ~~Business license revocation~~voiding the franchise agreement, in addition to any other remedy at law.

~~5. **Food Truck Operator.** Food Trucks may only operate on property that has been issued a Food Truck Conditional Use Permit under Title 15, Land Management Code. Food Trucks may only operate on private property with the express prior written permission of a person with authority to act on behalf of the property owner. The written permission shall include any restrictions such as specific location on the property, hours of operation, limitations on employee and/or public sales, etc. Food Trucks are prohibited on City property except as authorized in writing by the City on City-owned property for which a Food Truck~~

~~Conditional Use Permit under Title 15, Land Management Code, has been issued. The Food Truck, while operating, shall produce the written permission upon request of an authorized City official.~~

6. ~~**Homemade Food Producer.** Those producing homemade food or homemade food products pursuant to the Home Consumption and Homemade Food Act are required to obtain a Business license pursuant to this Title but may be exempt from health department approval required in Subsection A so long as the producer meets the requirements outlined in Utah Code Ann. 4-5a-1-1 et seq., as amended.~~

Ordinance No. 2022-23

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY TITLE 4 GENERAL LICENSING SECTION 4-1-1 DEFINITIONS; 4-2-13 OUTDOOR SALES; 4-2-4 USE OF PUBLIC PROPERTY; 4-3-2 SPECIFIC ADDITIONAL LICENSE APPLICATION REQUIREMENTS; 4-3-4 CODE COMPLIANCE INSPECTION; 4-5-1 REGULATION OF VENDING MACHINES AND MECHANICAL DEVICES; 4-5-3 REGULATION OF NIGHTLY RENTALS; 4-5-6 REGULATION OF FOOD TRUCK LOCATIONS; 4-6-4 SINGLE EVENT ALCOHOLIC BEVERAGE LICENSE; 4-7-5 UMBRELLA ORGANIZERS; 4-7-6 STATE TAX NUMBER; 4-8-5 BACKGROUND CHECK REQUIREMENT; 4-9-1 MOBILE VENDORS GENERAL; 4-9-3 MOBILE VENDORS CONDITIONS

WHEREAS, in 2022, the Utah legislature enacted H.B. 146, expanding the definition of *Food Truck* to include food carts and ice cream trucks;

WHEREAS, in 2022, the Utah legislature enacted S.B. 176, changing the name of the *Department of Alcoholic Beverage Control* and increasing the number of allowable single event permits;

WHEREAS, the City Council finds that it is in the public interest to clarify and refine the written laws, regulations, and ordinances contained in Title 4 of the Municipal Licensing Code so that citizens can easily access information and;

WHEREAS, the City Council conducted a duly noticed public hearing on July 14, 2022.

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

Section I: Approval of Amendments to Title 4. Title 4, Licensing, is hereby amended as redlined in Exhibit A.

Section II: Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 14th day of July, 2022.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
City Attorney's Office

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Community & Public Affairs
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve a Professional Service Agreement with Avenue Consultants in an Amount Not to Exceed $60,000, in a Form Approved by the City Attorney, to Provide Public Involvement Services for the Lower Park Avenue Improvement Project
(A) Public Input (B) Action

Suggested Action:

Attachments:
Park Avenue Public Involvement Project Staff Report
Exhibit A: Park Avenue Improvement Project Proposal

City Council Staff Report

Subject:	**Award of Contract – Public Involvement Services for Lower Park Avenue Improvement Project**
Authors:	**Linda Jager, Community Engagement Manager** **Gabriel Shields, Transportation Engineer**
Department:	**Community Engagement, Engineering**
Date:	**July 14, 2022**
Type of Item:	**Consent**

Recommendation

Review and consider approving a professional service agreement with Avenue Consultants, not to exceed $60,000, to provide considerable public involvement services to help organize a design preference for the major capital project anticipated for the lower Park Avenue Complete Street Reconstruction Project.

Background

The Lower Park Avenue Complete Street improvement project is contemplated to occur from the intersection of State Route 224 (Park Avenue/or “box of rocks”) and Empire Avenue to Heber Avenue (Harvest and PCMC pocket park). The roadway reconstruction and utility improvement project will replace the roadway surface, and curb and gutter, update sidewalks, improve/upgrade wet utilities (water/storm drain/wastewater), coordinate improvements of dry utilities, and potentially implement roadway techniques to improve the neighborhood experience on the corridor. Public Involvement services are necessary to engage and inform project stakeholders, coordinate project goals, update the pilot program underway, and identify project impacts, timelines, and support a final project scope.

The City is interested in partnering with an experienced public involvement firm to both create and implement an extensive public participation program to provide quantifiable, proactive, and transparent information and feedback to enable project design. Park Avenue is a significant community street with a wide variety of stakeholders, including residents, businesses, commuters, visitors, public transit and parking, and public facilities (Library, parks and playgrounds, etc.).

Analysis

On May 25, 2022, the Project Team invited three pre-approved vendors from Park City’s Transportation Planning consultant pool – Avenue Consulting, GSBS Architects, and Horrocks Engineers – to submit a proposal and scope of work to address the goals of the public involvement phase. The firms ranked among the top 3 in the consultant pool’s public involvement services.

Two firms - Avenue Consulting and GSBS Architects - submitted proposals on June 16, 2022. Both were qualified, and Avenue Consultants was selected based upon their understanding of the project's goals, impressive roster of public involvement professionals, and a portfolio of similar projects on both the Wasatch Front and Back (Highland Drive / 1100 East Concept Design and Mid-Valley Active Transportation Plan).

The project's scope of work will include:

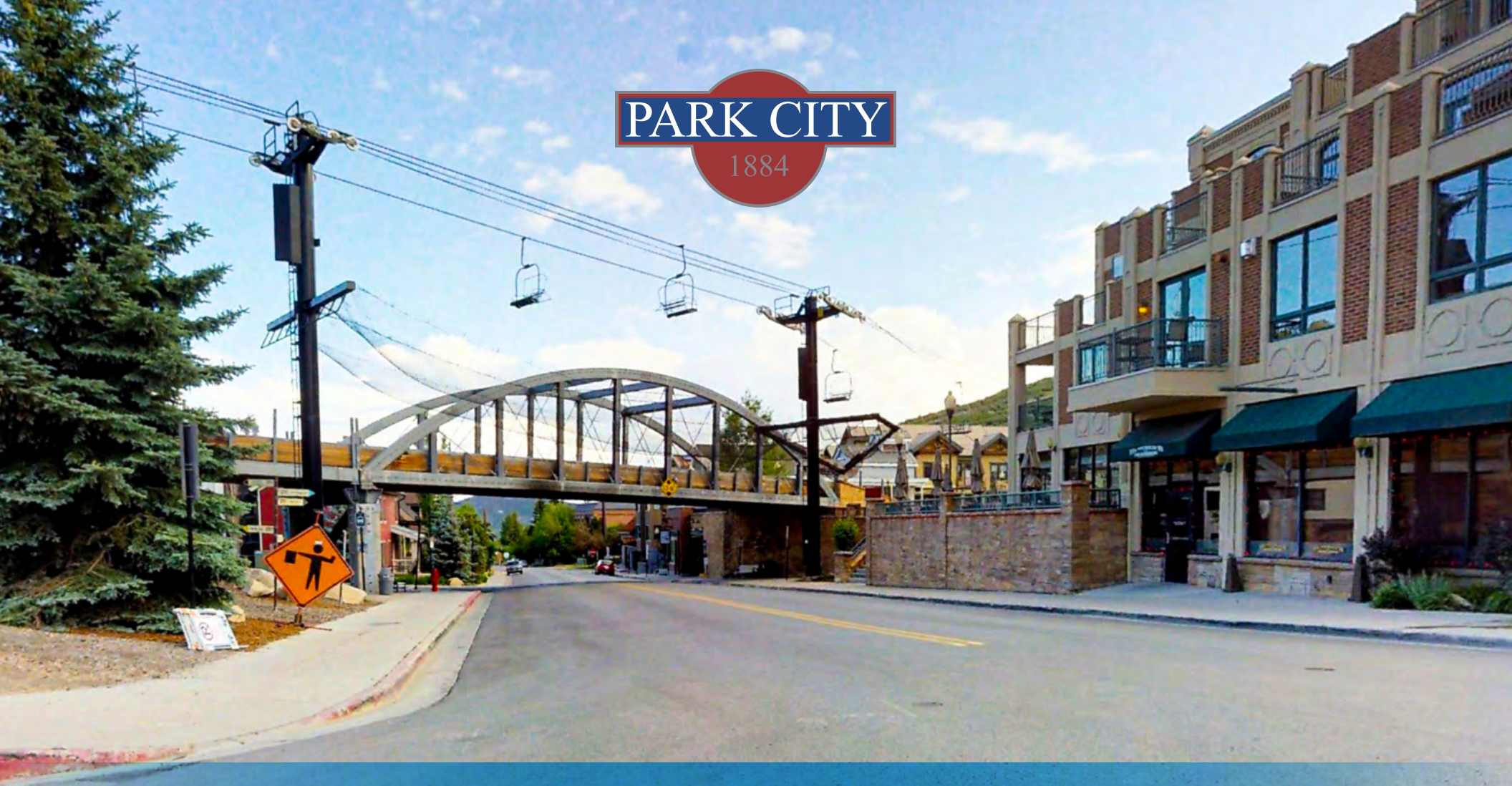
- Designing and executing a strategic, proactive, and professional public outreach program that includes project goals and a strategic vision on how to communicate and connect with stakeholders, including those who live, work, and travel on Park Avenue;
- Developing interactive tools and outreach materials for sharing project information and collecting feedback, including a project website, vision workshops, and project surveys;
- Scheduling, logistics, and hosting a series of public outreach events designed to inform and obtain public feedback;
- Ability to refine and adjust outreach materials and presentation materials based on stakeholder feedback; and
- Compilation of a detailed summary of the outreach steps taken, feedback collected at each step, and a final concept to share with stakeholders and elected officials.

This public involvement project is anticipated to begin at the end of August and conclude with a summary and presentation to the City Council in December.

Funding Source
Funding is budgeted in the Engineering Department budget under CP0385.

Department Review
Community Engagement, Engineering, Executive, and Legal

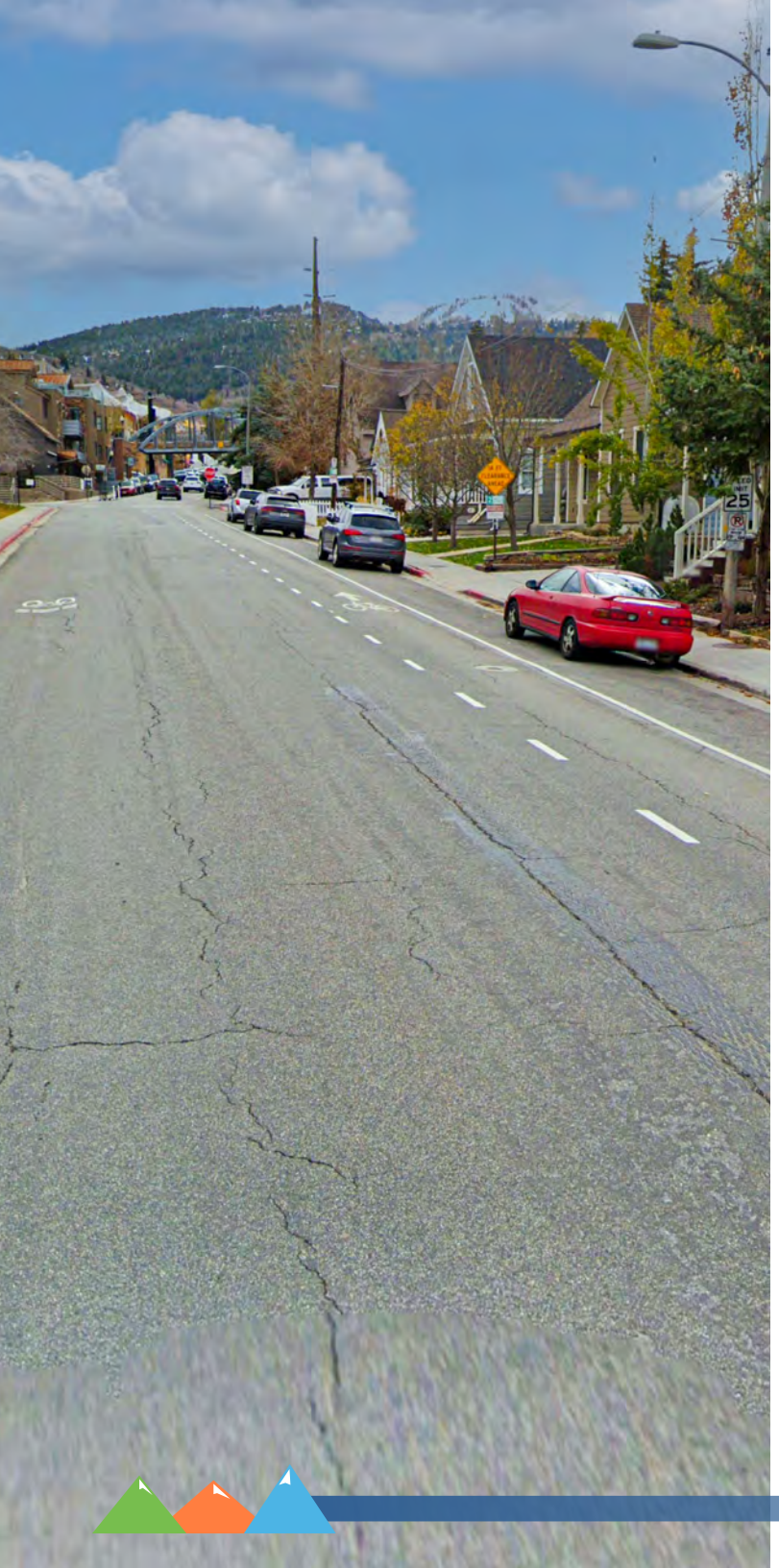
Exhibit A: Avenue Park Avenue Public Involvement Proposal



PARK AVENUE IMPROVEMENT PROJECT

Empire Ave. to Heber Ave.

avenue
CONSULTANTS



June 16, 2022

Dear Linda and selection committee members,

We are excited to work with Park City to develop a vision and concept for Park Avenue between Empire Avenue and Heber Avenue that will allow the road to permanently accommodate all modes of transportation to make it an inviting, safe, functional road for the wide range of users that use the this important corridor including local residents, businesses, commuters, and tourists.

We understand that Park City residents, business, staff, and elected officials want to be involved in the decisions that impact them and their community. That is why we are proposing a robust public outreach campaign to reach a wide range of stakeholders to develop a consensus about what makes the most sense for this road, allowing the public to understand the trade-offs of each decision. We will use the existing feedback already received from the community during the pilot program to begin developing visions and goals for the corridor.

We have a experienced team that:

- **Knows the Park Avenue corridor and is experienced in development of corridor visions that reflect the needs and wants of communities**
- **Is experienced at developing robust public outreach campaigns, consistent with best practices from the IAP2, that are tailored to the unique needs of a community and project**
- **Will help stakeholders visualize and understand potential corridor options consistent with the vision**

Avenue Consultants bases our public outreach strategies and tactics on the principals of IAP2, because we believe that the difference between a good plan and a great plan is **community/ public buy-in**, which is why our comprehensive community engagement plan will engage the broader Park City community. We will strategically roll out a variety of engagement tactics that include advisory groups to provide diverse perspectives, a dynamic online survey, organized community-focused outreach events, and presenting recommendations to City Council.

We are dedicating senior level staff to this study to ensure that the public outreach efforts are comprehensive and all decisions are community to the varied stakeholders interested in this project, including City staff and elected officials and the broader Park City community.

Thank you for this opportunity. We look forward to hearing from you. Please contact me with any questions at 801-699-1958.

Tiffany Carlson
Project Manager

PROJECT TEAM

Tiffany Carlson | Project Manager| 20 Yrs. Exp.

Tiffany brings a broad range of capabilities and a wealth of experience managing public outreach efforts for local transportation projects. As the PM for several roadway projects in municipalities, Tiffany helps design and execute strategic, proactive public engagement plans, and closely manages the schedule, scope, budget, and resources for each project. Tiffany thoroughly understands the importance of each element in the process and will lead the project to successful completion by collaborating with Linda and Park City staff. She will lead the effort to collaboratively develop early community engagement, strategic messaging, and day-to-day coordination. Tiffany worked as the public engagement lead for the SR-248 EA (at a previous company) and understands Park City's specific needs. For a similar project, Highland Dr/1100 E Concept Design Project in Salt Lake City, Tiffany developed straightforward messaging/visuals for a business workshop with adjacent property owners (infographics & cross sections), allowing them to understand the process and clearly provide their input on a corridor vision and values. Tiffany's Highland Drive experience, her ability to translate the technical aspects of a project into easy-to-understand terms for the public, and her ability to coordinate with engineers, local governments, and affected commercial and residential stakeholders will allow her to successfully deliver this project for Park City.

Duke Richardson | Public Outreach Lead | 10 Yrs. Exp.

Duke has professional communications experience, tactfully combining public engagement techniques with strategic messaging to elicit public and key stakeholder input in a way no others can to build public support and ensure solutions developed represent community vision. On the Local Link Study, a combined effort between Salt Lake City, Millcreek, South Salt Lake, and Holladay, Duke brought key officials together to coordinate a unified vision for transit through these cities; his public survey informed team decisions. Duke has served on the board of the Intermountain Chapter of the International Association of Public Participation (IAP2) since 2018, championing the benefits of public engagement in all phases of transportation processes and the impact of stakeholder feedback in successful projects with sustainable solutions. Duke's work on the Jeremy Ranch Roundabouts construction provided Summit County residents' unique view with a level of engagement needed to ensure project success, especially for a process including less traditional transportation solutions requiring an extra degree of stakeholder education and coordination.

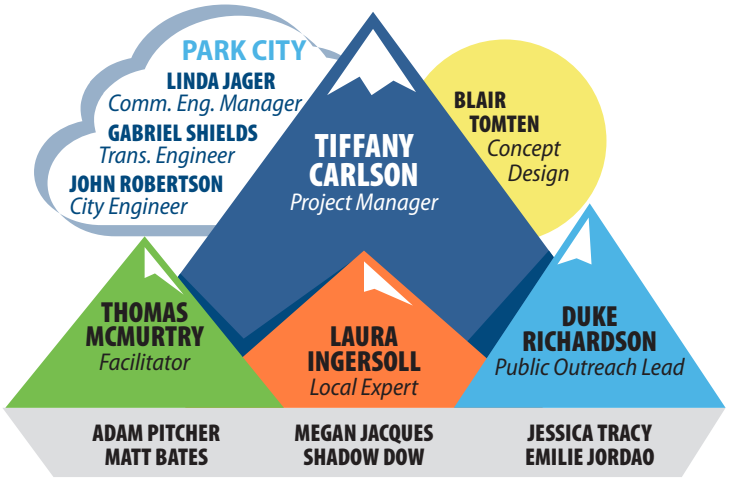
Duke is supported by **Laura Ingersoll,** who will provide insight into the corridor and Park City stakeholders. Laura grew up in Park City and worked on UDOT's SR-248 Environmental Assessment (at a previous company), giving her insight into Park City events and existing communication channels, and locations on the corridor, helping the team effectively identify and reach stakeholders.

Thomas McMurtry | Facilitator | 17 Yrs. Exp.

Thomas has experience working with local municipalities on corridor planning projects and has personally been involved in over 20 community visioning processes. On the recent 3300 South Corridor Plan, he facilitated the Vision Summit that produced the guiding principles of the study and led an interactive Lego Brainstorm that included elected officials including legislature representatives, key public stakeholders, and UTA. Ultimately, the two cities were able to develop a corridor concept that was comfortable for all modes while being sensitive to individual property impacts. Thomas will bring his consensus building skills to the Park Avenue Improvement Project to facilitate discussion wide range of stakeholders in the area, allowing the team to develop a concept for the roadway that will work best for all modes of transportation and best meets the needs of the community.

Blair Tomten | Concept Design | 12 Yrs. Exp.

Blair has experience delivering a wide range of roadway design projects, with an emphasis on seamlessly integrating active transportation solutions. Blair has a natural eye for pragmatic, practical design. Her intuitive sense for weaving planning into concept design ensures the proposed solution serves all users and guarantees mode-equity is addressed and authentically incorporated throughout each step of the process. On the Park Avenue project, Blair will oversee the active transportation elements and ensure that the solution is implementable. Blair currently chairs the Salt Lake County Bicycle Advisory Committee, which allows her to understand issues and concerns of biking communities. She has incorporated the latest in pedestrian infrastructure and bike lane concepts without undue footprint impacts for over 30 facilities, including design on Bonanza Drive in Park City.



AVAILABILITY OF STAFF

The Park Avenue Improvement Project is a top priority for our team. We are allocating our top resources and dedicating our best professionals to this project from inception to completion. Your project manager, Tiffany Carlson is fully committed to actively managing the project and leading the team through every step. Avenue's PI team is comprised of 13 individuals, including public engagement specialists, visual graphics and video staff, and website/GIS experts giving us plenty of resources for any need that should arise on this project. We have several construction projects that will be wrapping up at the end of the summer and will allow extra availability from our staff.

Avenue's offices are located in Taylorsville which is a short distance from to the project area in Park City. Our team will be available to attend any project meetings and public events in person for the duration of the project.

Tiffany is currently the Public Engagement Lead for the 2100 South Concept Design Project in Salt Lake City, with most of the work expected to be complete in October. She is also leading the public outreach for the 1600 North State Environmental Study, ending in September, and mentoring her team of public involvement specialists at Avenue. Tiffany will dedicate the time needed for the Park Avenue project.

Duke is currently the Public Engagement Lead for Salt Lake City Public Utilities' State Street Waterline project, scheduled for substantial completion in August, leaving plenty of availability to prioritize the Park Avenue Improvement Project. Duke is also supporting various efforts in different capacities at Avenue.

Laura is currently completing the public engagement for UDOT's 24th Street EA in Ogden which will not have any major outreach efforts from August to October, allowing her full availability for the Park Avenue Improvements Project.

Thomas is currently managing Kearns-Magna ATP which will be completed by the end of September and providing planning support to the 2100 South Concept Design which will have most work completed by October. He will be fully available to facilitate planned meetings for the Park Avenue Improvements Project.

Blair is currently the PM for the Taylorsville Active Communities Plan which will be completed by the end of July. She is also providing concept design for the 2100 South Concept Design in Salt Lake City which will have most deliverable completed by October. She fully available to commit time to the Park Avenue Improvements Project.

CAPABILITIES

Avenue's Public Involvement Team was ranked #1 in Park City's General Transportation Services for Public Engagement. Our team has managed outreach projects big and small throughout the state for local municipalities.

At the start of each project, we **create a public outreach program** that includes project goals and a strategic vision on how to communicate and connect with stakeholders. We build a framework that includes outreach methods, stakeholder demographics, tactics to use, and action items to be completed. We develop project branding, including logos and templates. We develop **interactive tools** to share project information and collect feedback. We have successfully **scheduled and hosted hundreds of public outreach events**, as we would do for this Park Avenue project. Our staff is excellent at being flexible and adjusting the outreach plan based on stakeholder feedback. We track all PI efforts and communications in a database, including contact information, issues presented and associated resolutions. This information is compiled to be able to share easily with stakeholders, project staff, and elected officials.

Mid-Valley Active Transportation Plan

Start & End Date:
2019-2021

Owner:
Wasatch Front Regional Council (WFRC)

Reference:
Alex Roy
former WFRC PM
801-541-5628

Project Team:
Tiffany Carlson
(Public Outreach)
Laura Ingersoll
(Public Outreach)
Blair Tomten
(Concept Design)
Megan Jacques
(PI Support)
Emilie Jordao
(Interactive Website)
Jessica Tracy
(GIS)
Adam Pitcher
(Graphics)

Project Requirements:

» Brought together the cities of Cottonwood Heights, Holladay, Midvale, Millcreek, Murray, and Taylorsville to establish better active transportation options across the region. As a result of the study, over 240 active transportation projects were proposed throughout the 6 cities.

» An early bike tour for Steering Committee members of existing active transportation facilities to be considered allowed project team members to better understand the potential options and the benefits/trade-offs for each.

» This project took into account bike/pedestrian access to transit and the connectivity of trails, sidewalks, and community access to transit locations, optimizing access to increase residents' ease-of-use and proximity.

» This project involved numerous stakeholders and a robust public involvement approach, to ensure inclusion of all jurisdiction's concerns and desires. The team developed graphics and an interactive online story map that had over 5,000 views. We worked with the cities to identify the most productive way to engage all of the communities. General community and public outreach options included social media presence, open houses, and an online survey. We produced a user-friendly interactive map and six cohesive, community-specific Active Transportation Plans that tie to a regional network, delivered in digital PDF format, including GIS mapping and other files.

Avenue led a bike tour with the project team to experience constraints and opportunities of the existing AT infrastructure.

3300 South Concept Study

Start & End Date:
2020-2021

Owner:
Wasatch Front Regional Council (WFRC)

Reference:
John Miller
Millcreek City Engineer
801-688-8610

Project Team:
Laura Ingersoll
(Public Outreach)
Stacee Adams
(Public Outreach)
Blair Tomten
(Concept Design)
Emilie Jordao
(Interactive Website)
Jessica Tracy
(GIS)
Adam Pitcher
(Graphics)

Project Requirements:

» Context-sensitive community and corridor study spanning 4 major cities, documenting the visions, goals, and objectives to guide the study.

» Collaborated with steering committee and key stakeholders to identify corridor goals and objectives based on existing conditions and expected deficiencies and hosted an interactive Lego Brainstorm with the project team and community stakeholders to develop possible solutions that met the vision and goals.

» Reviewed prior studies (including transit component of LocalLink), collected traffic data (e.g., traffic volumes, turn movement counts at key intersections, crash data), and transit data.

» Worked with UTA to scope bus system needs, explored innovative transit solutions, and involved UTA in the development of screening criteria.

Avenue led Lego Brainstorm with Stakeholder Group

Highland Drive / 1100 East Concept Design

Start & End Date:
2021-2022

Owner:
Salt Lake City

Reference:
Lynn Jacobs
Project Manager
801-367-3358

Project Team:
Tiffany Carlson
(Public Outreach)
Laura Ingersoll
(Public Outreach)
Blair Tomten
(Concept Design)
Megan Jacques
(PI Support)
Matt Bates
(Graphics)

Project Requirements:

» Provided our Team with a thorough understanding of the Sugar House character, existing issues, strengths of and gaps in active transportation and walkable, infrastructure, current traffic patterns, and opposing political interests.

» Developed current relationships with residents, business owners, developers, Sugar House Chamber of Commerce, and the Sugar House Community Council, allowing the project to better understand their unique needs and develop a vision for the corridor that reflected the unique character of the Sugar House area.

» Implemented an extensive community engagement plan including a business and property owner workshop, a 3D open house to show potential concept designs, project website, Facebook Live event, door-to-door canvasing, a pop-up event at Yappy Hour, and graphics (infographics, cross sections, renderings), materials and other collateral as part of "boots-on-the-ground" public engagement.

Avenue led a bike tour with the project team to experience constraints and opportunities of the existing AT infrastructure.

Jeremy Ranch Roundabouts Construction

Start & End Date:
2019-2020

Owner:
Summit County
Public Works

Reference:
Derek Radke
Public Works Director
435-336-3978

Project Team:
Duke R.
(Public Involvement Services, at another firm)

Project Requirements:

» Developed an educational campaign on the unique benefits and intended uses of less traditional transportation solutions, such as roundabouts, in response to initial public skepticism.

» Established and maintained regular communication with extensive stakeholder list, featuring adjacent residents, local businesses, and interested members of the public.

» Helped the public understand the level of effort, coordination, and funding sources required for significant infrastructure improvements.

» Improved active transportation safety and connectivity in the area with a separated bike lane, dedicated trail, and pedestrian undercrossing.

» Attended multiple community events, school district meetings, HOA meetings, etc. ahead of construction to ensure the public was fully aware of the work to come.

Duke attended local community event, Running with Ed, to provide interested stakeholders project information on the Jeremy Ranch Roundabouts.

APPROACH TO SCOPE OF WORK

With Park City Engagement, we know MORE is LESS. MORE involvement from the public on the front end leads to LESS frustration and pushback at the end of a productive project. Street reconstruction is expensive, and the community lives with the results for decades, so it's important it's done right. The previous Pilot Program on Park Avenue showed that the residents involved supported a reprioritization of values – showing a desire to create neighborhood-centric streetscapes with a focus on pedestrian safety, walkability, increased cyclist and public transit access, and overall offering a more welcoming environment in their community.

The alternative selected during the Park Avenue Redesign Pilot Program (fig. 1) has been in place for a year now and this Park Avenue Improvements project offers a unique opportunity to check back in with the public, to see what's working and what isn't, in hopes of finding a long-term solution that meets the community's needs.

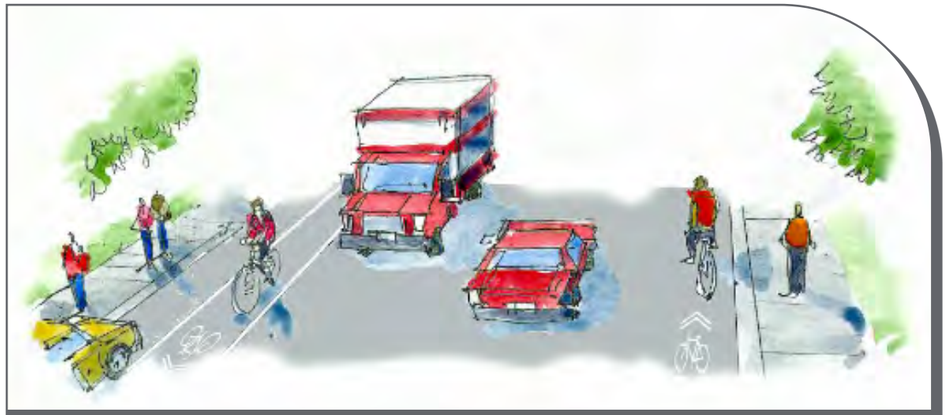


Fig 1: The previous Pilot Program identified this concept for Park Avenue based on public feedback.

To address a wide variety of needs, interests, and impacted stakeholders, we have phased our engagement plan to align with the overall project needs and schedule. Each phase includes specific goals to support the study and implementation process, summarized in the subsequent tasks.

Phase 1: Develop Public Outreach Program (August)

Goals

1. **Distill feedback gathered in the Pilot Program.**
2. **Develop a strategic public outreach program.**
3. **Assemble an advisory committees to consult on solutions and provide feedback throughout.**

The first step of our process will be to distill the feedback gathered in the Pilot Program into key takeaways and common themes. Because we aren't starting at ground zero, but rather building off the previous work the City has done, we want to show the public that we are good stewards of their feedback and that when they provide input, it's not going into a vacuum and is actually being used to inform the process. Members of the public and key stakeholders will be involved early and often, and their input will play a vital role in reaching a solution that meets the needs of all users. The flexibility of our team allows for a level of fluidity in the process, creating space for adjustments to outreach methods and materials based on feedback received at each stage.

Once we have a good handle on the feedback received both during and since the Pilot Program, we will have a clearer picture of our starting point so that we can develop a strategic outreach plan that will give shape to the process and clearly define what input is needed at which step and how that input can best be gathered.

During this phase, in an effort to reach the best possible outcome for this process, we plan to assemble three distinct advisory groups whose local knowledge and expertise will serve as a guide to the end product, a sustainable solution accepted by the community. These groups will include:

Core Project Team (CPT) | Comprised of Park City staff and City Council liaison to help guide the project and provide input on technical analysis, deliverables, and community engagement tactics.

Technical Advisory Committee (TAC) | Made up of leaders from key divisions within Park City and additional agency partners who we will unify toward a single vision leading to implementable and sustainable solutions. TAC members have the technical expertise to ensure solutions are implementable. Stanley Consultants will be included in this group to ensure a seamless transition to future design and construction.

Stakeholder Committee (SC) | Comprised of key stakeholders previously identified by the City, including representatives of the Historic Park City Alliance (HPCA), with the addition of recommendations from our team, this group will provide us with the perspective of those who live, work, and travel on Park Avenue every day.

In addition to this plan (and just as important), we will set expectations with the public about how their input will be used, building trust in the process, and leading to higher acceptance. The IAP2 Spectrum of Public Participation (fig. 2) was designed to assist with the selection of the appropriate level of participation that defines the public's role in any public participation process. Based on our understanding of this effort, we feel the "Involve" level is the most appropriate for the broader public.

Involve:

- **Public Participation Goal | To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.**
- **Promise to the Public | We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.**

We will ensure that our process utilizes best practices to educate, engage, and receive input from the public at this level, consistent with the highly involved, passionate nature of this community. A solid planning stage will allow us to develop the best Public Outreach Program possible as we move forward into Phase 2 (I Implementation).

IAP2 Spectrum of Public Participation

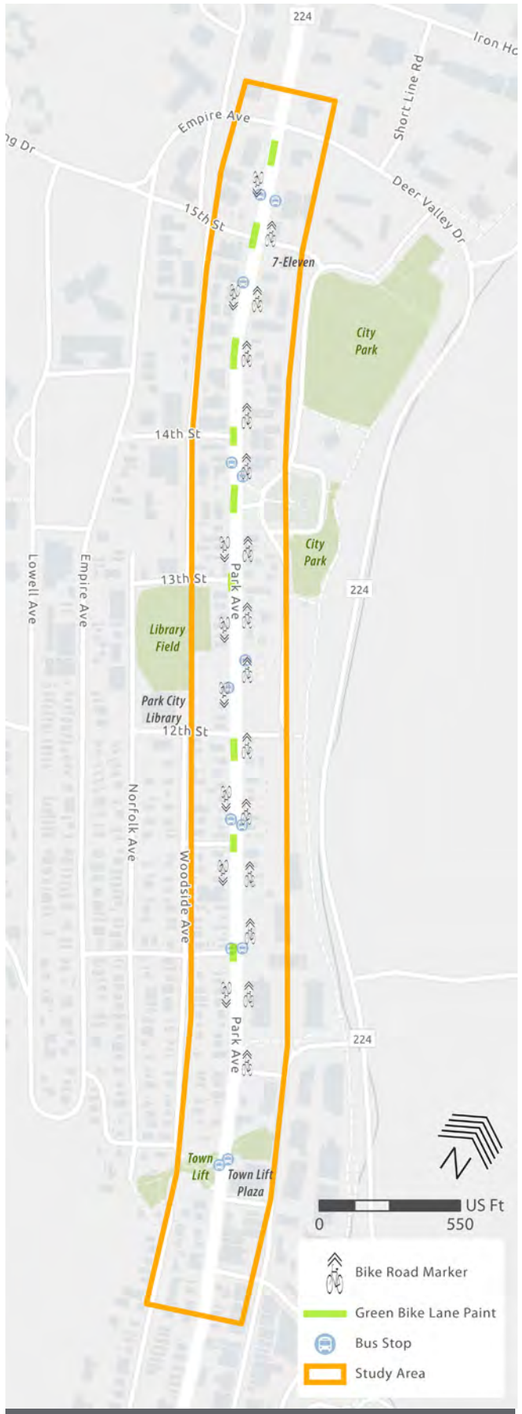
IAP2's Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public's role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

INCREASING IMPACT ON THE DECISION

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

© IAP2 International Federation 2018. All rights reserved. 20181112_v1

Fig 2: Our team uses the IAP2 Spectrum of Public Participation as a foundational piece of all public outreach processes.



This map shows the current active transportation and transit features of Park Avenue.

Phase 2: Implement Public Outreach Program (September & October)

Goals

1. **Verify results of Pilot Program and adjust as necessary to confirm community vision.**
2. **Develop public survey with input from committees.**
3. **Gather recommendations on previous Pilot Program solutions.**
4. **Recommend a final concept that meets community needs.**

Avenue has extensive experience facilitating large group meetings to reach a shared vision.

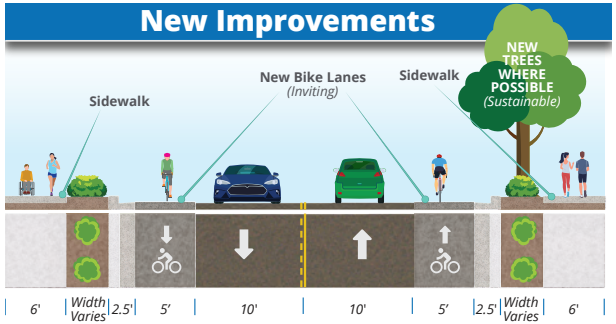
As we move from development to implementation, our first steps will be to verify the results of the Pilot Program with the Stakeholder Committee (SC) during a Vision Workshop. During this workshop we'll review the key takeaways and alternatives from the Pilot Program, gathering feedback from the group to give the team a better understanding of what modifications can be made to reach a final solution that meets the needs and is representative of the community's vision.

We'll also use this time with the SC to gather feedback on the survey created to gather broad public feedback. Our team will present the draft survey to the group and see what adjustments they'd recommend – with a goal of achieving a concise, user-friendly survey that gives our CPT the data needed to ensure we're on the right track to broader community acceptance. The information gathered during this Vision Workshop will then be brought back to the Technical Advisory Committee (TAC) and the Core Project Team (CPT) to gather their technical expertise on the suggested modifications, offer additional survey input, and to confirm the direction of the vision. With the survey dialed in, we can begin the broader public outreach portion of the process. We have used this process on several municipal projects (see project table) and have proven its success.

To capture input from residents, pedestrians, cyclists, shoppers, and other visitors, we plan to attend up to three existing Park City Events where team members will share the project goals and solicit feedback via the survey. We will save time and resources, while getting robust feedback, by meeting people where they are – participating in regularly well attended meetings and events in the community rather than hosting our own.

- **Park Silly Sunday Market | This event is a staple in the area and will allow our team to gather feedback from all walks of Park City life.**
- **City Council Meeting | In addition to a formal presentation to the council, we will have a table outside a meeting to solicit feedback from attendees.**
- **Miners Festival | This large-scale community celebration is a perfect opportunity to solicit feedback.**

In addition to these in-person events, we will also capitalize on existing social media outreach channels – channels from the City, from members of the SC, and from any other area channels that make sense. We'll post flyers with project information and a QR code to the survey at key locations around town including the library, public transit stops, city buildings, and in adjacent businesses. The feedback gathered in the survey, with a target of at least 500 respondents, will give the CPT an indication of what the public would like to see where they work and live, and will provide information needed to produce data-driven solutions.



This sample cross-section shows a possible "Concept Design".

With the data gathered, the strategic committee input, and the advice of City staff, our team will delve into the technical analysis of the possible solutions. Our team will screen the alternatives to determine what is realistic and what isn't – thoroughly vetting each option to determine what is most reasonable, feasible, and most likely to receive widespread public acceptance. The final deliverables produced will include a robust summary of the outreach steps taken, and the feedback collected at each step, as well as a final Recommended Concept – taking the process one step further, from theoretical ideas to an implementable solution to deliver to Stanley for full design.

With any public process, one of the most crucial steps is to close the feedback loop with those who provided input along the way. We want the public to understand how their concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision. Our team will produce a final summary report that will be presented to City Council and delivered for final community review with emphasis on the ways that the public's input was used to influence the process. People are much more likely to accept changes that they had a hand in creating. Because we brought the public and key stakeholders along with us throughout this effort, success will mean there are no surprises once we've reached this final step.

Avenue Consultants was selected for the 2020 Park City Transportation Project Management and General Transportation Services Request for Qualifications. Avenue will comply with Park City's standard contract terms and conditions.

Statement of Acknowledgment

Insurance

Avenue Consultants will comply with the insurance requirements outlined in the sample Design Professional Services Agreement for all aspects of the Project. (See certificate of liability insurance on next page.)

Equal Opportunity Employment

Avenue Consultants, Inc. is an Equal Opportunity/Reasonable Accommodation employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, national origin, gender, age, marital status, disability, veteran status, or any other status protected by applicable law.

Drug/Alcohol Free Workplace

Avenue Consultants employees are prohibited from consuming, distributing, possessing, selling, manufacturing, or using controlled substances (i.e. alcohol, drugs, prescription medications, etc.) or drug paraphernalia while at work. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises, or engaged in company business. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy. Compliance with this substance abuse policy is a required condition of employment.

Contract Acceptance

Avenue Consultants is willing to enter into a Professional Services Agreement with Park City if awarded a contract.

EXPERIENCE

Tiffany leads the Public Involvement Group at Avenue. She is a trusted PI professional bringing more than 17 years of experience managing PI through all phases of transportation projects for UDOT, including coordination with engineers, contractors, and local governments. Her experience includes communicating with affected commercial and residential stakeholders, participating in design and construction meetings, and facilitating stakeholder working groups and public meetings.

Tiffany's background in environmental planning gives her the distinct ability to translate the technical aspects of a project into easy-to-understand terms for the public. Because she knows the environmental process, she is able to anticipate schedule impacts and seek mitigation strategies within the public engagement process to overcome potential delays.

Local Municipality Agency

- SLC Vine Street Waterline Replacement, Murray, UT (2022)
- SLC 1100 East; 2100 S to Ramona, SLC, UT (2021)
- SLC Highland Drive Canal Replacement, SLC, UT (2021)
- SLC Highland Drive, 2700 S to Driggs, SLC, UT (2021)
- 4700 South; 4000 W to 5600 W, West Valley, UT (2019-current)
- Sandy/Draper Active Transportation Plan, Sandy and Draper, UT (2020)
- Mid-Valley Active Transportation Plan, Salt Lake County, UT (2020)
- SR-248 Environmental Assessment, Park City, UT (2019)
- Camp Kearns, Salt Lake County, UT (2018)
- North Temple Street and Bike Plan, Salt Lake City (2016)

Utah Department of Transportation

- Coal Creek Bridge Replacement, Cedar City, UT (2022)
- SR-68; 6200 South/1900 West, Taylorsville, UT (2022)
- 3800 S Skyline Roundabout, Millcreek, UT (2021)
- PG Area Capacity Improvements, Pleasant Grove, UT (2021)
- SR-67; Cable Barrier PI, Bountiful, UT (2020)
- Garden City Turn Lanes, Garden City, UT (2020)
- Garden City Signal, Garden City, UT (2020)
- Garden City Truck Escape Ramp, Garden City, UT (2020)
- Bear Lake Marina Access PI, Garden City, UT (2020)
- SR-30; I-15 to Logan, Logan, UT (2019-current)
- SR-193; 4500 West to 3000 West, West Davis County, UT (2019)
- SR-127; 4500 West to 2000 West, Syracuse, UT (2019)
- SR-106 (Main Street); 400 North to 1700 South, Centerville, UT (2019)
- Shepard Lane Environmental Assessment, Kaysville, UT (2019)
- SR-172 (5600 West); 2100 South to I-80, Salt Lake City, UT (2019)
- I-15; SR-97 (5600 South) Environmental Assessment, Roy, UT (2019)
- US-89 (500 West); Center Street to Bulldog Blvd., Provo, UT (2019)
- SR-209 (9000 South); State Street to 700 East, Sandy, UT (2019)
- I-15; 10600 South Interchange, Sandy, UT (2018)
- SR-37 Widening; SR-108 to 5100 South, West Haven, UT (2018)
- I-80; Milepost 18.7-32 Median Cable Barrier, Tooele County, UT (2018)
- 4 Locations on Bangerter Highway and Aqueduct Relocation at 5400 South, West Jordan, UT (2018)

EDUCATION

Bachelor of Science in Environmental Studies, University of Utah

REFERENCES

Joseph Walker, UDOT
385-223-5233

Tom Roylance, UDOT
801-648-8966

Natalie Moore, SLC
801-483-6737

EXPERIENCE

With nearly ten years of professional experience working in various concentrations of communication, Duke brings a fresh perspective to the Avenue PI team with a unique skillset that has proven useful in the wide variety of work that PI deals with daily. His PI experience includes design, construction, and environmental projects for both UDOT and municipalities/organizations including West Valley City, Price City, Salt Lake City, South Salt Lake City, Central Utah Water Conservancy District (CUWCD), and the Natural Resources Conservation Service (NRCS). Leveraging his background in technical writing and business marketing, Duke has a keen ability to distill highly technical information into easily understandable public-facing materials.

Local Municipality Agency

- State Street Waterline, Salt Lake City
- 300 W Reconstruction, Salt Lake City
- 700 W Environmental Study, South Salt Lake
- Upper Price River Watershed Plan-EIS, Price City & NRCS
- Jeremy Ranch Roundabouts, Summit County & UDOT
- Local Link Transit Study, South Salt Lake, Millcreek, City of Holladay
- Utah County Grid Study, Mountainland Association of Governments (MAG)
- Wells at Vineyard (Wells 8,9, & 10 – Wells 16 & 17), Central Utah Water Conservancy District (CUWCD)
- Bridal Veil Falls Flow Restoration, CUWCD
- Westside Interceptor, Timpanogos Special Service District (TSSD)
- 4100 South Reconstruction; Bangerter to 5460 W, West Valley City & UDOT

Utah Department of Transportation

- 1600 N State Environmental Study (ongoing)
- Bangerter 12 Environmental (ongoing)
- Bangerter 3 Construction
- I-80 Wildlife Overpass / Climbing Lane
- Raised Median Toolkit
- Autonomous Shuttle
- Northbound I-15
- I-15 Technology Corridor
- S.R. 150; Samak to Soapstone

Utah Transit Authority

- Autonomous Shuttle

EDUCATION

Bachelor of Science in Business Marketing Communication, Florida Institute of Technology

Master of Science in Strategic Communication, Florida Institute of Technology

REFERENCES

Dan Johnson
West Valley City Public Works Director

Tyler Allen
UDOT Central Environmental Manager

Derrick Radke
Summit County Public Works Director

EXPERIENCE

Laura is a trusted Public Involvement professional with more than 11 years' experience working in communications and stakeholder engagement, including work on all phases of transportation projects for local municipalities and state agencies. She is skilled at creating communication materials for transportation projects thatstranslate the technical aspects of project into easy to understand terms for the public.

Laura works implement strategies to ensure the public has extensive opportunity to provide feedback throughout the project development process. On all projects she uses a hand-on approach to public involvment similar to her work on UDOT's SR-37 project in West Haven, where she worked directly with local residents and businesses on a regular basis to address concerns, helping the project win a 2018 International Partnering Institute (IPI) "Partnered Project of the Year" Award

Utah Department of Transportation

- I-15, Widening from Exit 6-8 & MP 7 EA, St. George, UT (ongoing)
- Bangerter Highway Corridor – Environmental, Salt Lake County, UT (2022
- I-15; Nephi Bridge Rehabilitation, Nephi, UT (ongoing)
- 3800 South Skyline High School; Virginia Way to Birch Dr, Millcreek, UT (2021)
- SR-68; 6200 South to I-215, Taylorsville, UT (2021)
- SR-30; SR-23 to 1000 West, Logan, UT (2021)
- US-89; Bear Lake Marina Access Improvements, Garden City, UT (2020)
- SR-10; 3200 South to 1150 South, Price, UT (2020)
- SR-106 (Main Street); 400 North to 1700 South, Centerville, UT (2019)
- SR-172 (5600 West); 2100 South to I-80, Salt Lake City, UT (2019)
- I-15; SR-97 (5600 South) Environmental Assessment, Roy, UT (2019)
- US-89 (500 West); Center Street to Bulldog Blvd., Provo, UT (2019)
- SR-209 (9000 South); State Street to 700 East, Sandy, UT (2019)
- Payson Interchange EIS; Payson, UT (2019)
- US-89; SR-126 to 3000 South, Willard, UT (2018)
- I-15; 10600 South Interchange, Sandy, UT (2018)
- SR-37 Widening; SR-108 to 5100 South, West Haven, UT (2018)
- US-40; Culverts in Heber, Heber, UT (2017)
- US-89; Manti Main Street Public Involvement, Manti, UT (2017)
- SR 9 Improvements; Rockville to Zion National Park; Washington County, UT (2018)

Local Municipality Agency

- Utah and Salt Lake Canal; 4700 South at 4080 West, Salt Lake County, UT (2022)
- 4700 South; 4000 West to 5600 West, Salt Lake County and West Valley, UT (2022)
- 3300 South Corridor Study, Millcreek and South Salt Lake, UT (2022)

- 3800 South Skyline High School, Millcreek, UT (2020)
- Sandy/Draper Active Transportation Plan, Sandy and Draper, UT (2020)
- Mid-Valley Active Transportation Plan, Salt Lake County, UT (2020)
- Monroe Street & 9000 South Intersection Improvements, Sandy, UT (2019)
- SR-248 Environmental Assessment, Park City, UT (2019)
- Camp Kearns, Salt Lake County, UT (2018)
- 200 East; 2200 N to North Logan Boundary; North Logan, UT (2018)
- 7200 West Study; SR-201 to 700 North, Salt Lake County, UT (2018)

EDUCATION

Bachelor of Arts in Communications, University of Utah

Masters of Business Administration, University of Utah

EXPERIENCE

Thomas McMurtry has 17 years of experience leading planning projects. Transportation planning is Thomas's primary expertise, and he has significant experience in leading community visions, facilitating workshops, population forecasting, transit planning, access management, land use planning, and public involvement. Thomas brings a wealth of experience conducting all kinds of analysis for community visions, corridor studies, environmental assessments, long range plans, land use analysis, master plans, alternative analysis, sub-area plans, transit analysis, and multi-modal plans. He is very familiar with all aspects of travel demand modeling including all inputs and outputs. Thomas has personally been involved in over 20 community visioning processes.

Community Vision and Strategic Plans

- 3300 South Community Corridor, Millcreek (2021)
- Salt Lake County West Area Plan, West Jordan (2021)
- Cedar City/Enoch Area Plan (2021)
- North Lakeshore Vision, MAG, Lehi (2020)
- UVU Area Plan (2019)
- Payson City Comprehensive Plan, Payson (2019)

Regional Plans

- Montana Records Strategic Plan, MDT Helena Montana (2015)
- Utah Statewide Unified Plan, UDOT (2011)
- UDOT Long Range Plan (2010)
- Cache MPO Regional Transportation Plan Update (2010)
- Davis Weber East West Transportation Study WFRC (2008)
- Utah Statewide Unified Plan, UDOT (2007)

Transportation Master Plans

- Murray Transportation Master Plan, Murray (2021)
- Sandy Transportation Master Plan, Sandy (2020)
- Saratoga Springs Transportation Master Plan, Saratoga Springs (2020)
- Kearns Transportation Master Plan, Kearns (2019)
- Custer County Master Transportation Plan, Custer South Dakota (2016)
- Weston County Transportation Master Plan, Upton Wyoming (2015)
- Natrona County Master Plan, Casper Wyoming (2013)
- Brown County Master Transportation Plan, Aberdeen South Dakota (2012)
- Draper City Master Transportation Plan, Draper Utah (2011)

Corridor Studies

- 300 West, Salt Lake City (2019)
- State Street Mobility Study, Orem (2018)
- New Bingham Highway, West Jordan (2018)
- Casper MPO 15th and 21st Streets Study, Casper Wyoming (2013)

Multi-Modal and Active Transportation

- West Jordan/South Jordan Active Transportation Plan, WFRC (2019)
- West Valley City Active Transportation Plan, WFRC (2018)
- Casper Transit Development Plan, Casper MPO, Wyoming (2015)
- Glacier Rail Park Plan, Flathead County EDA, Kalispell Montana (2013)
- UTA On-Call Travel Modeling Support, Utah (2010-2012)
- Salt Lake City Downtown Transit Plan, Salt Lake City (2010)

EDUCATION

Bachelor of Arts in Geography Bowling Green State University, 2003
Masters of Business Administration University of Utah, 2009

SOFTWARE

Proficient in the use of engineering-related & other software packages including:

- CUBE
- Synchro/SimTraffic
- Google Sketchup
- ArcGIS

AFFILIATIONS

- American Planning Association (APA)
- Utah Geographic Information Council (UGIC)

CERTIFICATIONS

- American Institute of Certified Planners (AICP) #024567
- Geographic Information Systems Professional (GISP) #00064857

REFERENCES

Jon Larson, SLC
Transportation Director
(801) 535-6630

Brittney Ward, Sandy
Traffic Engineer
(801) 568-2991

Bill Baranowski, West Jordan
Traffic Engineer
(801) 569-5047

EXPERIENCE

Blair Tomten has over 12 years of experience delivering a wide range of roadway design projects, including an expertise in signing and striping, roadway design, and active transportation. Blair is an active transportation expert and the chair of the Salt Lake County Bicycle Advisory Committee and a member of the Bicycle Technical Committee for the National Committee on Uniform Traffic Control Devices (NCUTCD).

Her committed focus to identify, adopt and implement the right treatment to maximize comfort and safety for people walking and biking is a demonstration of her drive, skills and abilities. Her extensive experience with signing, striping and roadway design provides her with the necessary understanding to incorporate all elements of a roadway into the design of a project, enabling it to meet the needs of all users. Blair has designed many firsts for active transportation in Utah from the application of NACTO concepts to helping the State of Utah get MUTCD Interim Approvals for Green Pavement Markings and Two-Stage Turn Boxes.

Active Transportation

- 300 West; 2100 S to 900 S, Salt Lake City (2019 - Current)
- Millcreek Bike Lanes, Millcreek Utah (2018)
- Knudsen's Corner SR-190, Cottonwood Heights (2018)
- 500W/700 W Murray Bike Lanes, Murray City (2018)
- SR-68/SR-145 Redwood Road/Pioneer Crossing CFI, Saratoga Springs (2016 – 2018)
- 5900 South; State St to 700 West, Murray City (2016)
- 2300 East/I-80, Salt Lake County (2015)
- SR-126; Davis County, (2014)
- 300 West; 2100 S to 900 S, Salt Lake City (2019 - Current)
- Bonanza Drive CE & Design, Park City (2008-2009)

Utah Department of Transportation

- I-215 WB Off-ramp to Redwood Road (2018)
- US-89; State Street 10600 S to 11400 S (2017)
- Interchange Ramp Milepost (2017 – 2018)
- 2300 East/I-80, Salt Lake County (2015)
- SR-108; 2000 W Region 1 (2014)
- Provo Westside Connector, I-15 to Provo Airport, Provo (2013-2014)
- Mountain View Corridor, Redwood Rd to 5400 S CM/GC Design, SLC (2009-2011)
- I-15 South Layton Interchange Design-Build, Layton (2009 – 2010)

Planning

- Mid-Valley Active Transportation Plan, Salt Lake County (2020 - Current)
- West Jordan, South Jordan Active Transportation Plan (2019)
- West Valley City Active Transportation Plan (2018)
- New Bingham Highway Connector Study, West Jordan (2018)

Other

- Work Zone Variable Speed Limit Implementation (VSL) UT, (2015-2018)

EDUCATION

Bachelor of Science in Civil Engineering - Institute of Technology, University of Minnesota

SOFTWARE

Proficient in the use of engineering-related & other software packages including:

- MicroStation
- ProjectWise
- Excel
- Word
- SignCAD
- AutoTurn
- InRoads

CERTIFICATION(s)

- Professional Engineer – State of Utah #8847040-2202

REFERENCES

Helen Peters, Salt Lake County
Transportation Program Manager
(385) 468-4860

Glenn Blackwelder, UDOT
Engineer
(801) 965-4045

Heidi Goedhart, UDOT
Active Transportation Planner
(801) 783-8426

Council Agenda Item Report

Meeting Date: July 14, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance 2022-24, an Ordinance Amending Title 2, Chapter 3, Sections 1-6 of the Municipal Code of Park City
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Title 2 Code Amendments Staff Report
Exhibit A: Ordinance with Code Redlines

City Council
Staff Report

Subject: Amendments to City Council Procedure
Author: Margaret Plane, City Attorney
Department: City Attorney's Office
Date: July 14, 2022
Type of Item: Legislative

Recommendation

Approve clean-up amendments to the Municipal Code of Park City, Title 2, Chapter 3, "City Council Procedure," to conform with state law.

Background

In 2009, Title 2, Chapter 3 of the Municipal Code of Park City was overhauled to conform to changes in state law and the Six-Member Council Form of Municipal Government. Only minor amendments have been made since then and sections 1 through 6 have been mostly static. These sections largely mirror the 2009 version of the Open and Public Meetings Act in Utah Code Title 54, Chapter 2.

To avoid conflicts with state law, and to simplify and modernize the city code, we recommend removing the unnecessary sections. These changes do not impact how City Council meetings are noticed, conducted, or closed. The change to section 2-3-4, "Quorum," brings city code in line with Utah Code section 10-3-504(3), which states: "The number of council members necessary to constitute a quorum is: . . . in a municipality operating under a six-member council form of government, three, excluding the mayor."

These changes are recommended to modernize the Municipal Code, helping the City to be more transparent. Now that city codes and state statutes are online and easily accessible, there is no need to duplicate what is in state law.

Department Review

Executive and Legal

Attachments

Exhibit A: Ordinance and Code with Redlines

Ordinance No. 2022-24

AN ORDINANCE AMENDING TITLE 2, CHAPTER 3, SECTIONS 1-6 OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, in 2009, Title 2, Chapter 3 of the Municipal Code of Park City was overhauled to conform to changes in state law and the Six-Member Council Form of Municipal Government;

WHEREAS, the Sections 1-6 mostly duplicated state law from 2009;

WHEREAS, these amendments help avoid conflicts with state law and simplify and modernize the City Code.

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

Sections 2-3-1 through 6 of the Municipal Code of Park City are amended and adopted to read as outlined in Exhibit A. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 14th day of July 2022.

PARK CITY MUNICIPAL CORPORATION

_____
Nann Worel, Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

2-3 City Council Procedure

2-3-1 Rules Of Procedure
2-3-2 Meetings
~~2-3-3 Public Notice Of Meetings; Emergency Meetings~~
~~2-3-4 Quorum: Adjournment Of Meeting~~
~~2-3-5 Meetings To Be Public~~
~~2-3-6 Closed Meetings~~

2-3-1 Rules Of Procedure

Except as otherwise provided by law, the City Council may establish its own rules of procedures for the proper conduct of its meetings.

HISTORY
Amended by Ord. 09-24 on 7/9/2009

2-3-2 Meetings

~~**REGULAR MEETINGS**.~~ The City Council shall provide notice and conduct meetings in accordance with state law~~, by ordinance adopted at the beginning of the year, prescribe an annual meeting schedule with at least one regular meeting each month~~. The City Council may hold electronic meetings.

~~1. **SPECIAL MEETINGS**.~~

~~1. If at any time the business of the City requires a special meeting of the City Council, such meeting may be ordered by the Mayor or any two (2) members of the City Council. The order shall be entered in the minutes of the City Council. The order shall provide at least three (3) hours notice of the special meeting and notice thereof shall be served by the City Recorder or Clerk on each member of the City Council who did not sign the order by delivering the notice personally or by leaving it at the Council member's place of residence. The personal appearance by a member of any specially called meeting constitutes a waiver of the notice required in this section.~~

~~2. No business shall be transacted at any special meeting of the City Council unless it has been stated in the notice of such meeting. Any business which may lawfully come before a regular meeting may be transacted at a special meeting.~~

~~3. **RECONSIDERATION**. Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the City Council~~

present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

2. **ELECTRONIC MEETINGS**. The City Council may hold electronic meetings in accordance with Section 52-4-207 of the Utah Code, as amended.

HISTORY
Amended by Ord. 09-24 on 7/9/2009
Amended by Ord. 2020-18 on 3/19/2020
Amended by Ord. 2021-44 on 10/28/2021

2-3-3 Public Notice Of Meetings; Emergency Meetings

1. The City shall give not less than 24 hours public notice of each meeting including the meeting agenda, date, time and place.

2. Public notice of meetings shall be satisfied by posting written notice at the principal office of the City Council; providing notice to at least one (1) newspaper of general circulation within the City, and all other media agencies that made a periodic written request to receive notice; and posting public notice of its meetings on the Internet.

3. In addition to the above noticing requirements, the City Council may use electronic means to provide and issue meeting notice.

4. The notice requirement may be disregarded if because of unforeseen circumstances it is necessary for the City Council to hold an emergency meeting to consider matters of an emergency or urgent nature; and the best notice practicable is given.

5. An emergency meeting of the City Council may not be held unless an attempt has been made to notify all of its members; and at least the Mayor and two other members approve holding the meeting.

6. A public notice that is required to include an agenda shall provide reasonable specificity to notify the public as to the topics to be considered at the meeting. Each topic shall be listed under an agenda item on the meeting agenda.

7. Individual agenda matters and/or public hearings coming before the City Council may have code or state regulation for specific legal notice requirements, and which may vary depending on the particular action that must be adhered to before a public hearing may be held or City Council takes action.

HISTORY
Amended by Ord. 09-24 on 7/9/2009

2-3-4 Quorum: Adjournment Of Meeting

No action of the City Council shall be official or of any effect except when a quorum of the members are present. Fewer than a quorum may adjourn from time to time. The number of members of the City Council necessary to establish a quorum is three (3) or more.

HISTORY
Amended by Ord. 09-24 on 7/9/2009

2-3-5 Meetings To Be Public

1. All meetings and business of the City Council shall be conducted only in open meeting and in compliance with the provisions of U.C.A. Title 52, Chapter 4, Open and Public Meetings Act.

2. With the exception of an emergency meeting, the City Council may not consider a topic in an open meeting that is not:

    1. listed under an agenda item that provides reasonable specificity to notify the public as to the topics to be considered at the meeting. Each topic must be listed under an agenda item on the meeting agenda; and

    2. included with the advanced public notice in accordance with this section.

    3. A topic not listed on the open meeting agenda that is raised during an open meeting may be discussed but no final action may be taken by the public body during that meeting.

3.

    1. A meeting that is open to the public includes a workshop or an executive session of a public body in which a quorum is present, unless closed in accordance with this chapter.

    2. A workshop or an executive session of a public body in which a quorum is present that is held on the same day as a regularly scheduled public meeting of the public body may only be held at the location where the public body is holding the regularly scheduled public meeting unless:

        1. the workshop or executive session is held at the location where the public body holds its regularly scheduled public meetings but, for that day, the regularly scheduled public meeting is being held at a different location;

        2. any of the meetings held on the same day is a site visit or a traveling tour and in accordance with this chapter, public notice is given;

        3. the workshop or executive session is an electronic meeting conducted according to the requirements of City Code 2-3-2; or

4. it is not practicable to conduct the workshop or executive session at the regular location of the public body's open meetings due to an emergency or extraordinary circumstances.

HISTORY
Amended by Ord. 09-24 on 7/9/2009
Amended by Ord. 2020-18 on 3/19/2020

2-3-6 Closed Meetings

A closed meeting may be held pursuant to state code U.C.A. §52-4-202, §52-4-204, §52-4-205, and §52-4-206, as amended.

1. **CLOSED MEETING HELD UPON VOTE OF MEMBERS – BUSINESS – REASONS FOR MEETING RECORDED**.

    1. A closed meeting may be held:

        1. if a quorum is present; and

        2. if two-thirds of the members of the public body present at an open meeting for which public notice is given vote to approve closing the meeting.

    2. A closed meeting is not allowed unless each matter discussed in the closed meeting is permitted under Section (B) pursuant to U.C.A. §52-4-205.

    3. An ordinance, resolution, rule, regulation, contract, or appointment may not be approved at a closed meeting.

    4. The following information shall be publicly announced and entered on the minutes of the open meeting at which the closed meeting was approved:

        1. the reason or reasons for holding the closed meeting;

        2. the location where the closed meeting will be held; and

        3. the vote by name, of each member of the public body, either for or against the motion to hold the closed meeting.

    5. Nothing in this chapter shall be construed to require any meeting to be closed to the public.

2. **PURPOSES OF CLOSED MEETINGS**.

1. A closed meeting may only be held for:

    1. discussion of the character, professional competence, or physical or mental health of an individual;

    2. strategy sessions to discuss collective bargaining;

    3. strategy sessions to discuss pending or reasonably imminent litigation;

    4. strategy sessions to discuss the purchase, exchange, or lease of real property if public discussion of the transaction would:

        1. disclose the appraisal or estimated value of the property under consideration; or

        2. prevent the public body from completing the transaction on the best possible terms.

    5. strategy sessions to discuss the sale of real property, if:

        1. public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration; or prevent the public body from completing the transaction on the best possible terms;

        2. the public body previously gave public notice that the property would be officered for sale; and

        3. the terms of the sale are publicly disclosed before the public body approves the sale.

    6. discussion regarding deployment of security personnel, devices, or systems; and

    7. investigative proceedings regarding allegations of criminal misconduct.

2. The City Council may not interview a person applying to fill an elected position in a closed meeting.

3. **RECORD OF CLOSED MEETINGS**.

1. The City Council shall make a recording of the closed portion of the meeting; and may keep detailed written minutes that disclose the content of the closed portion of the meeting.

2. A recording of a closed meeting shall be complete and unedited from the commencement of the closed meeting through adjournment of the closed meeting.

3. The recording and any minutes of a closed meeting shall include the date, time, and place of the meeting; the names of members present and absent; and the names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting.

4. Minutes or recordings of a closed meeting that are required to be retained permanently shall be maintained in or converted to a format that meets long-term records storage requirements.

5. Both a recording and written minutes of closed meetings are protected records under Title 63, Chapter 2, Government Records Access and Management Act, except that the records may be disclosed under a court order only as provided under U.C.A. §52-4-304, Action Challenging Closed Meeting.

6. **EXCEPTION**. If the City Council closes a meeting exclusively for the purposes of discussion of the character, professional competence, or physical or mental health of an individual, or discussion regarding deployment of security personnel, devices or systems, the provision of this section does not apply, and the person presiding shall sign a sworn statement affirming the sole purpose for closing the meeting.

HISTORY

Amended by Ord. 09-24 on 7/9/2009