



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 1, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, July 1, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

CLOSED SESSION - 5:00 p.m.

To Discuss Property, Personnel, and Litigation

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appointment of Michael Watts and Chris Donnelly to the Board of Appeals with Terms Beginning Immediately
[Board of Appeals Appointments Staff Report](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Report

1. Fourth of July Celebration Reminders
[Fourth of July Event Reminders Staff Report](#)

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

V. OLD BUSINESS

1. Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement with GTS Development, LLC for Owner's Representative Services through September 30, 2021, in an Amount Not to Exceed \$78,300.00, for a Total Amount Not to Exceed \$1,147,684.96, Inclusive of Previous Payment
(A) Public Input (B) Action
[GTS Agreement Second Addendum Staff Report](#)
[Exhibit A: Draft GTS Agreement Second Addendum](#)

[Exhibit B: GTS Original Agreement Scope of Work](#)

2. Consideration to Approve a Plan for Temporary Programming of the Park City Arts and Culture District Site through October 2021 as a Level Two Special Event with an Expense Budget Not to Exceed \$149,000
(A) Public Hearing (B) Action
[Arts and Culture Programming Staff Report](#)
[Exhibit A: Draft Site Map for Programming and Activation](#)
[Exhibit B: Arts District Interim Site Manager Description Draft](#)
[Exhibit C: Arts District Interim Programmer Description Draft](#)

VI. NEW BUSINESS

1. Consideration to Approve to the 1302 Norfolk Rental Agreement Addendum #2, Extending the Term to July 1, 2022
(A) Public Hearing (B) Action
[1302 Norfolk Rental Agreement Addendum Staff Report and Addendum #2](#)
[Exhibit A: 1302 Norfolk Avenue Rental Agreement](#)
[Exhibit B: 1302 Norfolk Rental Agreement Amendment #1](#)
2. Consideration to Approve Ordinance 2021-30, an Ordinance Approving 909 Woodside Avenue Plat Amendment, Located at 909 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[909 Woodside Plat Amendment Staff Report](#)
[Exhibit A: 909 Woodside Ordinance and Plat](#)
[Exhibit B: Existing Plat](#)
[Exhibit C: Site Photographs](#)
[Exhibit D: Snow Shed Easement Agreement](#)
3. Consideration to Approve Ordinance No. 2021-31, an Ordinance Approving the 917 Empire Avenue Plat Amendment, Located at 917 Empire Avenue, Park City, Utah
(A) Public Hearing (B) Action
[917 Empire Avenue Plat Staff Report](#)
[Exhibit A: 917 Empire Avenue Ordinance and Plat](#)
[Exhibit B: Park City Survey Worksheet for Post-1930 Structures](#)
[Exhibit C: Aerial Photo](#)
[Exhibit D: Ownership Map](#)
[Exhibit E: Existing Conditions](#)
[Exhibit F: Site Photos](#)
[Exhibit G: Applicant Project Intent](#)
4. Consideration to Authorize the City Manager to Enter into a Professional Services Agreement with MUNIREvs INC. for Short Term Rental Inventory, Compliance, Analytic Services, and a Business License Administration Portal in a Form Approved by the City Attorney, Not to Exceed \$122,880
(A) Public Input (B) Action
[Short Term Rental Service Agreement Staff Report](#)

[Exhibit A: LODGINGRevs Service Agreement](#)
[Exhibit B: MUNIRevs dba LODGINGRevs Proposal](#)
[Exhibit C: Park City Summit County Nightly Rental Memorandum of Understanding](#)

5. Consideration to Approve a Level Two Special Event, Beethoven Music Festival at the McPolin Farm, in a Form Approved by the City Attorney
(A) Public Hearing (B) Action
[McPolin Barn Beethoven Concerts Staff Report](#)
[Exhibit A: Beethoven Festival at the Barn Event Details](#)
[Exhibit B: Beethoven Festival at the Barn Special Event Permit 2021 with CUP](#)
6. Consideration to Approve the Supplemental Plan and Level Five Special Event Permit for the Park City Kimball Arts Festival in Accordance with Park City Municipal Code 4A and the City Services Agreement in a Form Approved by the City Attorney's Office
(A) Public Hearing (B) Action
[Kimball Arts Festival 2021 Staff Report](#)
[Exhibit A: Analysis of 2021 Kimball Arts Festival](#)
[Exhibit B: Kimball Arts Festival Draft Permit](#)
7. Consideration to Accept a Donation of a Sculpture to the Public Art Collection Created by Lyman Whitaker for the Peterson Family in Memory of Abbey Peterson Cordery via an Art Agreement Approved by the City Attorney's Office
(A) Public Input (B) Action
[Public Art Donation Acceptance Staff Report](#)
[Exhibit A: Abbey's Art Donation Letter](#)
8. Consideration to Approve a Facility License Agreement for Park City Film in a Form Approved by the City Attorney's Office
(A) Public Hearing (B) Action
[PC Film Facility Lease Approval Staff Report](#)
[Exhibit A: Park City Film 20/21 Season Overview](#)
9. Consideration to Approve a Facility License Agreement for Park City Cooperative Preschool in a Form Approved by the City Attorney's Office
(A) Public Hearing (B) Action
[PC Coop Preschool Facility License Approval Staff Report](#)
[Exhibit A: PCCP Statement and Enrollment History](#)
10. Consideration to Approve a Two-Year Lease Agreement for Lucky One's Coffee in a Form Approved by the City Attorney's Office
(A) Public Hearing (B) Action
[Lucky Ones Coffee Lease Agreement Approval Staff Report](#)

VII. ADJOURNMENT

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

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

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

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Casandra Courtillet

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Appointment of Michael Watts and Chris Donnelly to the Board of Appeals with Terms Beginning Immediately

Suggested Action:

Attachments:

[Board of Appeals Appointments Staff Report](#)



City Council Staff Report

Subject: Board of Appeals Appointments
Author: Casandra Courtillet
Department: Building Department
Date: July 1, 2021
Type of Item: Legislative

Recommendation

Appoint Michael Watts and Chris Donnelly to the Board of Appeals with terms beginning immediately upon the date of appointment.

Background

The Park City [Board of Appeals](#) ("Board") consists of three members who are qualified by experience and training to consider matters pertaining to building construction. Members are appointed by City Council and retain their seats until reappointment. The Board hears appeals pursuant to the International Building Code, Abatement of Dangerous Buildings Code and Uniform Housing Code. The Chief Building Official acts as an ex officio member and Secretary of the Board.

Analysis

Two Board of Appeals seats are currently vacant. The vacancies were advertised on the Park City website, Park City's newsletter, and social media. After six weeks of advertising, two applications were received. Staff reviewed the applications and are confident in the applicants' experience and knowledge. Staff recommends the appointment of Michael Watts and Chris Donnelly.

Department Review

The Legal and Executive Departments have reviewed this report.

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Fourth of July Celebration Reminders

Suggested Action:

Attachments:

[Fourth of July Event Reminders Staff Report](#)

City Council Staff Communication



Subject: Fourth of July Celebration Reminders
Author: Jenny Diersen
Department: Special Events
Date: July 1, 2021
Type of Item: Informational

The Fourth of July Celebration is a long standing and important civic event that celebrates our nation's birthday, reflects our local community culture, and provides ancillary economic benefits for our local business community.

Due to the pandemic, staff scaled back on the size and scope of planned Fourth of July activities this year. This includes moving the parade to Friday, July 2, and spreading festivities throughout the weekend.

We anticipate a busy week ahead and want to remind the community and visitors to please plan ahead and take individual responsibility to reduce trips and traffic. We want everyone to celebrate safely and responsibly in our community, and that includes observing Park City's Fire and Fireworks Ban.

The Fourth of July Celebration starts Friday, July 2 and runs through Monday, July 5, 2021. A full schedule of events with Transportation and Parking Impact information is available on the City's website.

List of Activities in Park City Include:

Friday, July 2

11a.m. - Park City Fourth of July Parade (Main Street to Park Avenue)
12to 5p.m. – Rugby Games at North City Park
7:30 p.m. – Deer Valley Music Festival Concert – Patriotic Pops - Purchase Tickets in Advance

Saturday, July 3

10 a.m. – Flyover by Hill Airforce Base on Main Street

Sunday, July 4

7 a.m. to 10 p.m. - Park Silly Sunday Market & Car Free Main Street
11 a.m. – Police Memorial Service Schruers Plaza (500 block on West Side of Main Street)
All Day - Park City Fourth of July Volleyball Tournament at North City Park

Monday, July 5

6:30 p.m. Noches De Verano (Summer Night Latin Concerts) at South City Park

Additionally, the [Fourth of July 5K](#) to support Park City Ski and Snowboard runs through the long weekend as a virtual event. Register in advance to participate.

Staff continues working to ensure the parade keeps a local focus targeted at residents and businesses. We anticipate 35 parade floats—all local Park City and Summit County residents and businesses. The parade begins at 11 a.m. on Friday, July 2. This year's theme is *Together Again*. Frontline workers have been selected as the Grand Marshal of the Parade.

Transportation Impacts

We can all work together to change our behaviors and make strides towards Park City's Transportation Goals. Many additional measures have been put into place through the weekend.

- Bike Valet at 9th Street during the parade
- Free parking with free transit at School District, Deer Valley Park City Resort Base.
- Bus Lane on Deer Valley Drive to expedite Transit.
- Paid Parking (\$20) at China Bridge from 8 a.m. to 1 p.m.
- Transportation Command Center (TCC) will be operating.
- Security Company Hired to support Park City Police in residential areas.
- We will also be promoting the Ecker Hill Park & Ride, Kamas Commuter and Electric Express Bus as they will be running over the weekend.

Fireworks Ban

While we ordered up a little rain last week, let's hope for more. In the meantime, as we experience drought conditions, please become familiar with Park City's Fire Ban and help us be leaders of responsible fire prevention.

Outreach and Engagement

Staff will implement community outreach for the event including impact information to local residents and businesses, web and social media outreach, and local media such as PCTV, Park Record and KPCW. The community can sign up for the City's text alert system by texting PCEVENTS to 888777 to receive the most up to date transportation and emergency information.

Staff thanks City Council and the many community members who help make this event possible. It would not be possible without community collaboration including:

- Park City School District and Park City and Deer Valley Resort who help coordinate transportation and mitigate parking impacts.
- The Activity Providers who make the event's offerings unique to our community: Park City Rugby Club (Rugby Games), Park City Ski Team (4th of July 5K), Park City Resort (BBQ, Music and Fireworks), Park City Recreation (4th of July Volleyball Tournament). We look forward to the return of other activities next year.
- The Chamber is still involved with the event, as are many of the Ambassadors, specifically, Joel Fine leads the charge on Swede Alley with the Parade Line up and the Chamber will still take on the role of judging the parade.
- Rocky Mountain Power for their financial support and sponsorship of the event.
- The Special Events Department is very appreciative of every City Department which plays a role in coordinating and making this event possible. Their work is many times left unseen, and is essential in making this event safe and successful.

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: David Everitt

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement with GTS Development, LLC for Owner's Representative Services through September 30, 2021, in an Amount Not to Exceed \$78,300.00, for a Total Amount Not to Exceed \$1,147,684.96, Inclusive of Previous Payment

(A) Public Input (B) Action

Suggested Action:

Attachments:

[GTS Agreement Second Addendum Staff Report](#)

[Exhibit A: Draft GTS Agreement Second Addendum](#)

[Exhibit B: GTS Original Agreement Scope of Work](#)

City Council Staff Report



Subject: Addendum #2 to the Professional Services Agreement for Arts and Culture District Owner's Representative Services Between Park City Municipal Corporation and GTS Development, LLC.

Author: David Everitt

Department: Executive

Date: July 1, 2021

Type of Item: Administrative

Recommendation

Authorize the City Manager to sign a second addendum to the professional services agreement between Park City Municipal Corporation and GTS Development, LLC for owner's representative services through September 30, 2021, with a not to exceed amount of \$78,300.00, for a total not to exceed amount of \$1,147,684.96, inclusive of previous payment.

Executive Summary

Park City Municipal Corporation ("City"), Sundance Institute, and the Kimball Art Center (collectively "Partners") are engaged in planning and development activities that will hopefully result in the creation of the Park City Arts and Culture District ("District") in the Bonanza Park area. In early 2020, the City selected GTS Development, LLC ("GTS") to provide owners representative services to facilitate master planning of the District generally and the development of the City-managed facilities specifically.

GTS has been working to facilitate a range of predevelopment activities necessary to advance the District and ensure the built environment reflects City Council and community preferences.

Per Council direction during the June 17, 2021 council meeting ([link to audio](#)), Staff prepared a three month reduced scope addendum (See Exhibit A) that will allow GTS to continue on a limited basis to prepare governance and operating plans, business plans, purchase-sale term sheets, refinements to building programs, and assist with temporary site activation if needed. These services will be invoiced monthly, and either party has the option to discontinue or modify services as needed.

Background

In 2017, the Partners agreed to develop the Park City Arts and Culture District ("District") in the Bonanza Park area.

In early 2020, the City selected GTS through a competitive bid process to act as the City's owner's representative to coordinate and manage development of the District on behalf of the City. GTS commenced working via a short-term agreement and a subsequent longer-term agreement ("Original Agreement") to advance the development of the District. In July 2020, the City Council authorized a first addendum to the Original Agreement to continue with owner's representative services.

The scope of work for owner's representative services is comprehensive; it includes managing the land use entitlement process, site preparation planning, designing and conducting public and stakeholder engagement, developing the various governance, operations, and activation agreements with the District partners, facilitating the selection of a construction firm, supervising that firm throughout construction, and managing the move-in, building calibration, and post-occupancy certification processes (see Exhibit B for detailed scope information, which is also on page 13 of the Original Agreement).

The workplan for the previous eighteen months (early 2020 through mid-2021) included submitting a Master Planned Development ("MPD") application to the Planning Department, reviewing the site requirements for utilities, studying pedestrian bridge options, developing options for the unassigned city spaces, and managing the architects and engineering design work through the first half of Design Development. Additionally, GTS was to provide ongoing community outreach, evaluate options for governance and operations terms, and prepare a demolition package for the existing structures on the site.

Significant progress was made with ongoing community outreach and programming of the City spaces. The architects submitted a 100% schematic design for owner review in October of 2020. Utility design and construction were accelerated to deliver services to the site prior to UDOT repaving Kearns this summer due to a subsequent two-year moratorium on roadway cutting and patching.

Additional work was required to complete the MPD documents, which were initially submitted on September 10, 2020. Operations and governance discussions were delayed, but GTS worked with City staff to develop preliminary options for approaching governance and operations. GTS also provided a detailed construction cost analysis that indicated that the construction costs for the project were more than the original estimates.

In October 2020, GTS was directed to stop the MPD review process and lead the design team in developing site studies to include 50 affordable units (now 60) instead of 37, to eliminate the below grade transit station, to incorporate transit stops around the perimeter of the project and to provide detailed phasing options. GTS completed these studies in December of 2020.

From January 2021, GTS has provided multiple additional development studies and cost analysis of phasing options and ongoing efforts in community outreach and

operations and governance planning. At the City's request, GTS developed various project scope and building scenarios in response to budget refinements.

Analysis

In recognition of the timing and decision-making challenges at hand as they relate to soils remediation and the proposed project's budget, this reduced-scope Second Addendum allows GTS to continue with owner's representative services as defined in the Original Agreement's Scope of Work for three months through September 30, 2021. An additional addendum will be required to proceed with services past that date.

Additional expenses associated with community and stakeholder engagement will be billed as pass-through costs.

Specific scope elements include:

- Governance and Operations Agreements. Advance the development of governance and operations agreements with the project partners.
- Business Plan. Develop staffing, expense, and revenue models for operating the City-owned spaces within the District.
- Purchase-Sale Agreements. Advance the development of draft terms the purchase and sale agreements with the project partners.
- Building Design Revisions. Coordinate with the City's design team to reconcile scope changes to accomplish cost reductions identified in the draft program document and council presentations.

Funding Sources

Arts and Culture District Capital Funds as budgeted in the FY22 approved budget.

Exhibits

- A. Draft Second Addendum
- B. Original Agreement Scope of Work

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

This SECOND ADDENDUM is made and entered into in duplicate this ____ day of July 2021, with a retroactive date of February 28, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and GTS DEVELOPMENT, LLC, a Utah limited liability company (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by both parties on April 28, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement (“Original Agreement”) on April 28, 2020, with an end date of June 30, 2020, a copy which is attached hereto as **Exhibit “A”** and incorporated herein;

WHEREAS, the parties entered into a First Addendum to the Original Agreement on the 22nd day of July, 2020, with an end date of February 28, 2021, a copy of which is attached hereto as **Exhibit “B”** and incorporated herein;

WHEREAS, the Service Provider continues to fulfill its duties and obligations for owner’s representative services for the Park City Arts and Culture District (“District”) as defined in the scope in the Original Agreement and First Addendum;

WHEREAS, the Service Provider represents that the Service Provider continues to be 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 the Original Agreement First Addendum; and

WHEREAS, the City continues to advance the planning and development phases of the District, including securing land use entitlements, advancing site preparation, developing District governance and operations plans and agreements, and performing community engagement and education.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

1. **AMENDMENTS:**

- a. **EXTENSION OF TERM.** The term for the Original Agreement and First Addendum shall be extended to September 30, 2021.
- b. **SCOPE OF SERVICE.** The second paragraph of Section 1., Scope of Services, shall be amended to read as follows:

The total fee for the Project Management services from July 1, 2021, to September 30, 2021, shall not exceed **SEVENTY EIGHT THOUSAND THREE HUNDRED DOLLARS (\$78,300.00)**, for a total not to exceed contract price of **ONE MILLION ONE HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS AND NINETY SIX CENTS (\$1,147,684.96)** excluding approved pass-through consultant costs. An estimation of the amount of time required for the provision of services specific to this Addendum (“Addendum Hours Estimate”) is included as **Exhibit “C”**, which is attached hereto and made a part hereof. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend the Original Agreement and subsequent addenda to account for the anticipated additional time required to effectively provide the Service Provider’s responsibilities as set forth herein.

- c. **COMPENSATION AND METHOD OF PAYMENT.** Section 3. Compensation and Method of Payment, Part D. shall be amended to read as follows:

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

- d. **ASSIGNMENTS/SUBCONTRACTING.** Section 12. Assignments and Subcontracting, Part E. shall be amended to include the following language:

The Park City Summit County Arts Council may provide public engagement and arts community outreach consulting services on the project. Their work will be billed as pass-through consultants per an approved scope-of-work by the City.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.
3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an

electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
GTS DEVELOPMENT, LLC, a
Utah limited liability company
332 Red Ledges Village Way
Heber City, UT 84032
Tax ID#: 47-4670131

Printed Name

Signature

Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2021, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for GTS DEVELOPMENT, LLC, a Utah limited liability company.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the ____ day of _____, 2021, at
_____ (insert State and County here).

Printed name _____

Signature: _____

**Exhibit “A”
Original Agreement**

**PARK CITY MUNICIPAL CORPORATION
PROFESSIONAL SERVICES AGREEMENT**

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 28 day of April, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and GTS Development, LLC, a Utah limited liability company ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein (the "Project").

The total fee for the Project Management services work from March, 2020 through June 30, 2020 shall not exceed two hundred forty-nine thousand dollars (\$249,000.00). An estimation of the amount of time required for the provision of services ("Hours Estimate") is included in Exhibit A. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend this Agreement to account for the anticipated additional time required to effectively provide the Service Provider's responsibilities as set forth in the Scope of Services.

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

2. TERM.

The execution date of this Agreement shall be commencement of the term and the term shall terminate on June 30, 2020, 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 in a form approved by the City Manager an invoice for services rendered during the pay period of three (3) payments of eighty-three thousand dollars (\$83,000.00) through June 30, 2020. 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. Subconsultants will be invoiced as a pass through plus 15% for handling and processing.
- F. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- G. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the

performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

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.

- A. 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:
- B. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

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

- C. 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.
- D. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in 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, 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 any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12.ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. 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 not already identified in this Agreement shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.
- E. Portions of the work as outlined in the GTS Development LLC Proposal for project Management Services for the Park City Arts and Cultural District and as shown in the attached workplan in Exhibit A will be provided under subcontract to Service Provider by Construction Control Corporation, LLC, as an approved subcontractor by the City. Service Provider shall be responsible for all actions of Service Provider's subcontractors and nothing in any agreement between Service Provider and a subcontractor of Service Provider shall relieve Service Provider of any obligation under the terms of this Agreement.

Wilkinson Ferrari and Company and Panic Button , LLC will be strategic communications consultants on the project. Their work will be billed as pass-through consultants per the proposal attached.

13.CHANGES.

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

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the

provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

- A. 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.

[Signature page follows]

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

Post Office Box 1480

Park City, UT 84060-1480

City Manager

Attest:

Heath V. Lange
City Recorder's Office

Approved as to form:

Margaret Plane
City Attorney's Office

Margaret Plane



GTS Development, LLC, a Utah limited liability company

307 W. 200 South, Suite 4006

Salt Lake City, UT 84101

Tax ID- 47-4670131

Stephen L. Swisher
Printed Name

[Signature]
Signature

Principal, GTS Development LLC

EXHIBIT A

SCOPE OF SERVICES

Overall Scope

This scope of work is based on the current MPD draft submittal design provided by Lake Flato Architects dated October 18, 2019.

The City, in partnership with the Kimball Arts Center and the Sundance Institute, is in the process of developing an arts and culture mixed-use district that will include the following components developed and owned by the City: two levels of underground parking; an underground bus transit facility; second- and third-floor affordable housing units, flexible artist commercial areas, a food hall, space for culinary education, and other uses that support the goals and priorities of the Arts and Culture District. City-owned facilities will be developed as net-zero energy facilities.

GTS will provide consulting services to the City and will act as the City's Owner's Representative through the land use entitlement processes. GTS will facilitate and negotiate development and operational agreements between the City, Sundance Institute and Kimball Art Center as the anchor owner occupants. GTS will oversee the implementation phases of design development, construction document, bidding, and construction administration. GTS will also select and manage strategic communications consultants to support community interest and knowledge of the project, assist the City in selecting an operator or operators for the project, and assist in developing operating budgets and pro formas and pre-opening and opening and activation planning.

GTS will provide the following services:

1. Coordinate all project matters at the delegation of the designated City project lead and manager.
2. Maintain an organized filing system for all project documents and records. At the project's completion the records will be turned over to the City or at any time at the City's request.
3. Schedule, attend, conduct, and record minutes as requested.
4. Assist in making presentations about the project to the governing bodies and public.
5. Provide monthly reports containing (a) status of the project; (b) comparison of the project's established budget to the actual costs to-date; (c) comparison of the project's established schedule to the actual work completed to date; (d) summary of changes to the design or anticipated costs; (e) a status of any outstanding issues requiring action or approval by the City; and (f) any other reports concerning the project feasibility and progress.

6. Review and ensure the timely processing of any City project consultant invoice or pay application.
7. Facilitate discussions and provide recommendations to the City on how to improve the project's energy efficiency, cost efficiency, and schedule efficiency.
8. Assist in the bidding of construction and/or construction management services for the project.
9. Coordinate obtaining all the necessary building permits or other necessary construction approvals.
10. Assist in any site logistic plans in preparation of and during construction.
11. Assist in procurements and agreements with potential leases of City-owned and and/or managed spaces within the project.
12. Assist in the review of any change orders.
13. Assist in the design and construction coordination of any off-site improvements related to the project.
14. Notify the City of any project scope, schedule, budget, or contractual compliance of the design professionals and contractor in an urgent and timely manner.
15. Advise on any recommended special inspections or third-party verifications that would help to ensure the success of the project.
16. Ensure project construction records are complete and provided to the City per their contract obligations or make thorough and clear recommendations of how to rectify a non-compliance situation.
17. Assist in developing an occupancy plan for City owned and/or managed spaces.

Workplan and Deliverables

The anticipated project work activities include: strategic communications; managing operations and startup logistics; securing land use approvals; negotiation and execution of operations and governance agreements and other related agreements between the development partners; and coordinating design development through construction administration and occupancy with project partners and the City's architect and engineering firms.

Proposed fees and allocated hours are fungible between the elements described below and will be billed on a percentage completion basis per element (See the Hours Estimate below). Each element is an estimated total of hours with the understanding that the Project partners are in agreement with the current direction of the Project and will be active participants in completing the work.

Strategic Communications and Branding.

GTS will engage sub-consultants to deliver strategic communications services throughout the project phases. This will help to inform the public and highlight the benefits to the community, creating excitement about the future District and mitigating obstacles that often occur in large scale development projects. GTS will manage the strategic communications teams and we anticipate delivering the following processes and deliverables:

- Stakeholder and subsequent community engagement during the MPD process
- Branding
- Ongoing community outreach and public relations efforts through and after occupancy

Operations and Start-up

GTS will work with the City and the Project partners to identify an appropriate operations methodology for the Arts and Culture District. GTS will also assist the City in finding an operator for the individual City owned components of the site including the food hall and ancillary spaces that are not currently programmed. We anticipate assisting the City in the following deliverables:

- Identification of an operator/manager of the District generally (may include developing RFPs for contracted services or developing a City in-house organization)
- Identification of an operator/manager for the Food Hall
- A business plan for the City owned assets at the District
- A program and pro forma for the lease spaces
- Assistance to City in recruiting tenants for the leasable spaces

Land Use Entitlements and Application Process

GTS will support the City's design team ahead of and during the MPD submittal process. The project will be submitted per City's development approval processes. The resulting MPD approvals and conditions will be incorporated into a development agreement. The GTS work plan will include:

- Pre-application meetings with the design team and city officials;
- Ensuring that needed documentation is comprehensive and anticipates any code, utility or community concerns;
- Assisting with the preparation of exhibits and renderings;
- Assisting with formal and informal public hearing presentations, including pre-approval informational presentations/meetings to the City Planning Commission and City Council in anticipation of future public hearings;
- Community and stakeholder engagement; and
- Managing any needed special studies (additional hours may be required).

Development & Operational Agreements

GTS anticipates that this element will take six to eight months and includes weekly meetings and coordination with the City's project lead and legal counsel to develop the necessary development and operation agreements between the Project Partners.

Activities will include:

- Meeting with project partners to attain a thorough understanding of planning and project objectives to date;
- Establishing an achievable time-frame and sequencing of document negotiation and drafting
- Development and updating of term sheets to organize key issues at each stage of negotiations;
- Facilitating regular meetings with Project partners and providing regular updates to the City project lead and legal counsel;
- Reviewing and providing input on draft documents;
- Identifying areas of conflict to achieve mutually agreeable solutions as early as possible in order to maintain progress toward finalization and execution of documents;
- Additional services that may enhance the value of the project such as developing operational budgets and proforma projections to establish a basis for cost sharing among the partners, evaluating options for and procuring management services, and assisting the City with any additional work that may be required to evaluate and address the environmental condition of the property through remediation or other land use controls.

Schematic Design

GTS will support the City and its design team during the completion of the interior schematic design, the integration of the Project partners' designs into the MPD Submittal, and processing the Planning Commission's feedback in order to finalize the Project's schematic design and prepare for design development.

Design Development

GTS will support and coordinate with the design team as they develop the drawings with more specificity and detail than in conceptual design. With multiple stakeholders in the project, design development oversight is critical in the delivery of a successful project.

GTS will:

- Develop a project manual that will clearly define the responsibilities, authority and procedures;
- Establish a management information system to support record keeping and facilitate communication to ensure contract administration is fair and timely;
- Provide the project team with cost support;
- Review design documents for conformance to the project requirements to ensure that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams during this phase to ensure the appropriate coordination;

- Refine as needed the project requirements in terms of purpose, functional requirements, types of spaces, areas, basic building systems, quality and budget.
- Arrange for (as needed) an assessment of existing conditions surveys, soil investigations, utilities and traffic studies;
- Assist with developing a plan for dealing with environmental issues including hazardous materials;
- Identify relevant guidelines, regulations and codes;
- Continue to refine a cost model using adjusted historical data for major building systems and each element of the project, and adjust for local bidding conditions;
- Identify areas in the project that have a risk of not proceeding as planned. Quantify the potential effect and probability of these risks and develop plans to mitigate them;
- Obtain consensus on adjustments and compromises required to obtain a balance among scope, budget, and schedule in a manner that satisfies the Owner and all parties;
- Analyze alternative project delivery processes including traditional design/bid/build, bridging and design/build. Address quality, cost and time goals as well as legal, bid market and operational constraints. Analyze schedule and cost (hard and soft) implications;
- Prepare a plan for executing the project that includes: a strategy for developing the design and the construction documents; method for contracting for construction; the number of the construction contracts; the plan for procuring equipment and furnishings; and the approach for commissioning and occupying the project. Define responsibilities and prepare an organization chart for the project team;
- Continually refine the total project budget including: land costs, legal fees, A/E and other consultant fees, construction cost, testing agencies, landscaping, furnishings, fixtures, move cost and rental cost for temporary relocations. Organize the budget in a manner that expenditures can be tracked against the budget for the duration of the project;
- Develop a project accounting report to track by line item the original budget, current estimate, contractual obligations, changes, anticipated changes and variances. Prepare cash flow projections;
- Working with Owner and the rest of the project team, prepare and refine a master schedule of major design phase activities, including submittals, review periods and preparation of separate bid packages. Monitor design progress for conformance to the master schedule. Identify critical activities and develop recovery plans if necessary;
- Identify and schedule key decisions and approvals essential to the progress of the project. Track and report on the status of unresolved issues;
- Develop a construction-related consultant selection strategy that prioritizes the owner's needs and maximizes value for the project. This would include commissioning, envelope commissioning, geotechnical, environmental, special inspections and others as the need arises;
- Support the project team during the selection of building systems. Consider performance, cost, construction time and local labor and material capabilities;

- Review the drawings and specifications at the completion of each phase for adherence to the project requirements, compliance with applicable mandates (security, sustainability, productivity) and suitability of materials and details. Check details for constructability and coordination of design disciplines. Coordinate any required reviews by regulatory agencies;
- Where appropriate, refine the plan for dividing the work into separate contracts to allow phasing. Consider long-lead-time items, owner provided items, trade jurisdictions and local practices. Prepare a bidding schedule and address interface problems among contractors;
- Prepare construction cost estimates for comparison with the General Contractor after each design submittal. If necessary, provide recommendations to return the project to budget. Adjust cost projections for inflation in material and labor costs and changes in bidding climate; and
- Administer the design contract including payments and contract changes.

Construction Documents

At the direction of the City's project lead, GTS will coordinate with the design team as they finalize all the technical design and engineering including structural engineering and detailing, heating air conditioning and ventilation systems, plumbing, electrical, gas, energy calculations, and all products and materials are selected and scheduled. Multiple drawing sets, including a filing set for building permit approvals and a set of bidding for construction are anticipated. The project also anticipates multiple permit and bid packages including demolition, site preparation, footings and foundations, and for separate buildings. GTS anticipates performing the following tasks:

- Review construction documents for conformance to the project requirements and that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams to coordinate site access, staging, security, and other construction activities;
- Establish guidelines for PCMC, SDI and KAC teams to ensure all contractors are in alignment with site access and scheduling.
- Update the total project budget, refining the cost model as additional project details and systems are identified;
- Begin to develop the FF&E schedule and budget. This will include furnishings, fixtures, equipment, information technology, security, audio/visual and building operational items that are the responsibility of the City. (GTS will provide FF&E installation oversight in later phases of the project.);
- Prepare construction document cost estimates for comparison with the final bid produced by the general contractor to ensure the scope is appropriate; and
- Review the design contract and invoices including payments and contract changes.

Permits & Bidding

GTS will conduct general oversight of the building permit and bidding process and progress and will ensure compliance with City codes, requirements, and consultant contracts. Multiple permit and bid packages including demolition, site preparation, footings and foundations, and potentially separate buildings are anticipated. During the

permits and bidding phase GTS will work closely with the design team, the City, and the Project partners to ensure timely delivery of all permit and contract documents. GTS will work with the contractor(s) to promote interest in the project encouraging adequate coverage at bid time. Market factors will be monitored at this time to fine tune strategies for bidding resulting in value created at bid time. The following tasks occur during the permits and bidding phase:

- Track the permitting process, ensuring the permits are ready at the appropriate time;
- Establish the process to be used to select the contractors including evaluation criteria;
- Develop a construction milestone schedule to issue with the bid documents for each construction contract to advise bidders of schedule requirements;
- Promote interest among contractors. Where appropriate, investigate, and pre-qualify contractors and manufacturers;
- Conduct pre-bid conferences and assist the design team with responses to questions from bidders;
- Ensure addenda are prepared by the design team and issued to bidders in a timely manner;
- Assist the Owner with the receipt and evaluation of bids. Make recommendations for award of contracts;
- Conduct pre-award conferences with the successful bidder to ensure the scope of work and schedule requirements are understood. Review capabilities of proposed subcontractors and any proposed substitutions;
- If appropriate, assist during the negotiations with the contractors; and
- Review the construction contract's general conditions. Include provisions requiring contractors to provide information to monitor on-site and off-site activities related to quality, cost and schedule. If appropriate, recommend assignment of responsibilities for temporary facilities and common services among multiple contractors. Establish procedures for the submittal of materials, samples and shop drawings.

Construction Administration

GTS will be responsible for general oversight, at the direction of PCMC's project lead, of the construction process and progress and monitoring compliance with City codes, requirements, and consultant contracts. This requires visiting the job site during construction to see progress and ensure the contractor is following the plan and reviewing the contractor's monthly invoices to confirm work completion. This also requires being available to answer questions and provide additional information as to issues that arise as well as reviewing requested change orders. This phase is completed when the final inspections are finished and the City obtains all Certificates of Occupancy. The following tasks will be used during this phase:

- Conduct pre-construction meetings with the successful contractor(s). Topics will include project procedures, mobilization plans, temporary facilities, storage, access and security;
- Review the contractor's construction schedule, examining off-site and on-site activities. Update the master schedule;

- Monitor work progress and identify delays, which could jeopardize milestone dates. When necessary, assist the contractor in preparing recovery plans;
- Establish an on-site team to coordinate activity, monitor progress, inspect the work, resolve issues and administer the contract. Recommend courses of action if the contract requirements are not fulfilled;
- If more than one prime contractor is involved with the project, develop a work plan to coordinate their activities. Assist with coordinating the contractor's activities with ongoing operations in the courthouse. Work with parties that will be affected by construction to develop procedures and schedules that will minimize disruption of normal activities;
- Monitor actual and planned progress. If problems develop, lead team efforts to resolve issues;
- Minimize construction changes, but where appropriate recommend changes that respond to field conditions or to improve quality or save time or money;
- Observe work in process, document defects and direct the contractor to make corrections;
- Coordinate independent testing labs. Obtain recommendations from the design team regarding substandard test results;
- Conduct weekly job-site meetings to review progress and resolve issues. Include contractors, appropriate subs and consultants. Prepare and promptly distribute minutes that record and track issues and decisions;
- Administer the construction contracts;
- Review the contractor's schedules of values and use them along with observations of progress to evaluate payment applications;
- Develop a system for preparing, reviewing and processing of all change orders. Estimate the cost of pending changes and examine alternate solutions to reduce costs. Evaluate change orders requested by the contractors for validity and negotiate equitable prices;
- Analyze proposed deviations from the contract specifications. Consult with Owner and the design team and make recommendations regarding acceptance. When appropriate, value engineer proposed changes and substitutions;
- Establish and maintain an automated system for processing, recording and reporting project information. Evaluate the usefulness of a project specific website to facilitate communication among the project team;
- Maintain current files of correspondence, logs, meeting minutes, contracts, drawings, specifications, shop drawings and samples;
- Maintain the project accounting system to track costs of contracts, approved and anticipated changes, payment applications and payments. Include direct purchased material and equipment;
- Prepare monthly Project Status Reports that describe the status of construction, progress during the previous period with photos, major upcoming activities, problems and outstanding decisions. Include cost and schedule status;
- Ensure requirements are understood and defined in each contract. Benchmark against code and industry standards. Measure performance and require quick correction of deficiencies; and
- Record weather, general activities and special occurrences in job-site reports;

- Arrange for regular periodic photographs of the work in progress. Photograph or video problems and special conditions.

Occupancy & Post Occupancy Evaluation

Tenants of City-owned buildings are expected to occupy the spaces when the construction is complete. This phase includes assisting the City project lead with logistics and getting accustomed to the new facilities. Due to net zero design requirements, post occupancy evaluations will be required. During the occupancy phase GTS will wind up the physical and administrative aspects of the construction and assist with move-in activities. GTS will perform the following tasks:

- Prepare a detailed schedule of punch list inspections, equipment testing, start-up and occupancy;
- Coordinate the commissioning and testing of mechanical, plumbing, electrical and special building systems and the training of the owner's building staff;
- Assemble manuals, guarantees and warranties for mechanical, plumbing, electrical and special equipment. Obtain as-built drawings;
- Coordinate inspections and prepare a consolidated punch list for each contractor. Establish the dates for substantial and final completion;
- Monitor the completion of punch list items and finalize all outstanding contract issues including change orders and time extensions. Coordinate payment of retainage;
- Manage installation of furnishings and equipment. Maintain a database of FFE that is damaged and schedule re-delivery of warranty items. If required, support the relocation of personnel;
- Ensure contractors perform warranty obligations in a timely manner; and
- During the first year of occupancy, perform a critical review of the project, including interviews with users and operations and maintenance staff to evaluate the effectiveness of design and construction.

Project Team

Owners Representative Team: GTS Development, LLC and Construction Control Corporation

Strategic Communications subconsultants: Wilkinson Ferrari and Company, Panic Button LLC

Hourly Rates

The GTS Development Services Team hourly rates are:

GTS Hourly Rates

Principal: \$200

Project Manager: \$150

Clerical: \$80

CCC Hourly Rates

Principal: \$185

Project Manager \$135

Clerical: \$80

Hours Estimate

See the following chart for overall project hours estimates.

All fees above include general overhead and insurance. Any other expenses will be billed at cost plus 10% for handling.

								PART ONE											
	Firm	Hrs/ Month	Months	Quantity	Rate	Month Tot	Total	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	
								\$ 78,245	\$ 103,805	\$ 103,805	\$ 112,180	\$ 100,145	\$ 104,835	\$ 104,835	\$ 113,210	\$ 121,585	\$ 101,595	\$ 87,090	
Operations & Startup	GTS	24	51	1,224	180 \$	4,320	\$ 220,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	
Strategic Communication	GTS	60	51	3,060	180 \$	10,800	\$ 550,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	

Adjacent property coordination (Munchkin/ Hor Not Included)

Land Use Entitlements	GTS	85	9	765	180 \$	15,300	\$ 137,700	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300		
Development & Operational Agreements	GTS	142	9	1,278	180 \$	25,560	\$ 230,040		\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	
Schematic Design Budget Development	GTS	35	4	140	180 \$	6,300	\$ 25,200	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300							
	CCC	37	4	148	155 \$	5,735	\$ 22,940	\$ 5,735	\$ 5,735	\$ 5,735	\$ 5,735							
Design Development	GTS	142	12	1,704	180 \$	25,560	\$ 306,720	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560
	CCC	66	12	792	155 \$	10,230	\$ 122,760	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230
Construction Documents	GTS	66	10	660	180 \$	11,880	\$ 118,800											\$ 11,880
	CCC	66	10	660	155 \$	10,230	\$ 102,300											\$ 10,230
Powerline Relocation	GTS	14	4	56	180 \$	2,520	\$ 10,080					\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520			
	CCC	14	4	56	155 \$	2,170	\$ 8,680					\$ 2,170	\$ 2,170	\$ 2,170	\$ 2,170			
Hazardous Material Abatement Permits & Biddir	GTS	25	4	100	180 \$	4,500	\$ 18,000			\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500					
	CCC	25	4	100	155 \$	3,875	\$ 15,500			\$ 3,875	\$ 3,875	\$ 3,875	\$ 3,875					
Hazardous Material Abatement Construction	GTS	25	3	75	180 \$	4,500	\$ 13,500							\$ 4,500	\$ 4,500	\$ 4,500		
	CCC	25	3	75	155 \$	3,875	\$ 11,625							\$ 3,875	\$ 3,875	\$ 3,875		
Demolition Permits & Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000							\$ 4,500	\$ 4,500			
	CCC	25	2	50	155 \$	3,875	\$ 7,750							\$ 3,875	\$ 3,875			
Building Demolition	GTS	25	3	75	180 \$	4,500	\$ 13,500									\$ 4,500	\$ 4,500	
	CCC	25	3	75	155 \$	3,875	\$ 11,625									\$ 3,875	\$ 3,875	
Grading & Utilities Permits Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000								\$ 4,500	\$ 4,500		
	CCC	25	2	50	155 \$	3,875	\$ 7,750								\$ 3,875	\$ 3,875		
Grading & Utilities Const. (inc. repository)	GTS	17	4	68	180 \$	3,060	\$ 12,240											\$ 3,060
	CCC	17	4	68	155 \$	2,635	\$ 10,540											\$ 2,635
Footing & Foundation Permits & Bidding	GTS	50	4	200	180 \$	9,000	\$ 36,000											
	CCC	50	4	200	155 \$	7,750	\$ 31,000											
Footing & Foundation Construction	GTS	142	15	2,130	180 \$	25,560	\$ 383,400											
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825											
PCAC Permits & Bidding	GTS	50	3	150	180 \$	9,000	\$ 27,000											
	CCC	50	3	150	155 \$	7,750	\$ 23,250											
PCAC Construction Administration	GTS	142	15	2,130	180 \$	25,560	\$ 383,400											
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825											
Occupancy & Post Occupancy	GTS	71	6	426	180 \$	12,780	\$ 76,680											
	CCC	132	6	792	155 \$	20,460	\$ 122,760											

Part 1 Through January 2021 \$ 1,131,330
Part 1 Average Monthly \$ 102,848

Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
\$ 87,090	\$ 59,675	\$ 59,675	\$ 53,980	\$ 53,980	\$ 90,845	\$ 90,845	\$ 90,845	\$ 90,845	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 85,485	\$ 85,485	\$ 85,485	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735
\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800

\$ 25,560																						
\$ 10,230																						
\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880												
\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230												

\$ 4,500																						
\$ 3,875																						
\$ 3,060	\$ 3,060	\$ 3,060																				
\$ 2,635	\$ 2,635	\$ 2,635																				
	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000																	
	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750	\$ 7,750																	
						\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	
						\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	
													\$ 9,000	\$ 9,000	\$ 9,000							
													\$ 7,750	\$ 7,750	\$ 7,750							
																				\$ 25,560	\$ 25,560	\$ 25,560
																				\$ 28,055	\$ 28,055	\$ 28,055

Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 101,975	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360
\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800

\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560				
\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 12,780	\$ 12,780	\$ 12,780	\$ 12,780
													\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460

EXHIBIT B

Extra work will be provided by a defined scope of work on a lump sum or hourly basis consistent with the hourly rates identified in Exhibit A. Any extra work shall be approved in advance in writing by the City.

Leah Langan

From: Lisa Roadfuss
Sent: Friday, April 24, 2020 12:12 PM
To: Leah Langan
Cc: Matt Dias; David Everitt; Tom Daley
Subject: FW: GTS commercial liability and EO (002).pdf
Attachments: GTS-2-COI-2020042410194PARK-Executive.pdf

Leah, attached is the approved insurance that needs to be printed out and included with the contracts for Matt's signature.

Matt - these contracts (that should be in the Executive inbox on the second floor) are GTG for signature by you. Leah, please route a fully executed copy to David when done and email me a copy for Legal's records as well.

Thanks All!

From: Park City Service [parkcity@moreton.com]
Sent: Friday, April 24, 2020 11:48 AM
To: Lisa Roadfuss
Subject: RE: GTS commercial liability and EO (002).pdf

Good Morning Lisa,

Attached is the updated COI for GTS. They are good to go!

Thank you,

Jillian Murillo
Account Assistant
801-715-7171

From: Lisa Roadfuss <lisa.roadfuss@parkcity.org>
Sent: Wednesday, April 22, 2020 12:46 PM
To: Park City Service <parkcity@moreton.com>
Subject: RE: GTS commercial liability and EO (002).pdf

Okay. When you get it, just email me and I will let everyone know here. Thanks again.

From: Park City Service [mailto:parkcity@moreton.com]
Sent: Wednesday, April 22, 2020 12:42 PM
To: Lisa Roadfuss; Park City Service
Subject: RE: GTS commercial liability and EO (002).pdf

I apologize Lisa, I think there has been many emails and separate conversations that I myself got confused. But no, the insurance is not approved yet until I receive the update COI with the \$2M auto limits.

Thank you,

Jillian Murillo



GTSDE-1

OP ID: MU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, Ltd. 5740 S. Arville Ste 204 Las Vegas, NV 89118 David R. Lee		702-798-3700		CONTACT NAME: Mayensi Chavez	
				PHONE (A/C, No, Ext): 702-798-3700	
				FAX (A/C, No):	
				E-MAIL ADDRESS: MChavez@AssuranceLtd.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Continental Casualty Company	
				NAIC # 20443	
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED
GTS Development LLC
332 Red Ledges Village Way
Heber City, UT 84032

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6021732701	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6021732701	11/22/2019	11/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6080955101	04/22/2020	11/22/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims-Made			SFH591914996 \$1,000 DEDUCTIBLE	11/10/2017	11/10/2020	Per Claim 1,000,000 Aggregate 2,000,000

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

Park City Municipal Corporation is an Additional Insured with respects to General Liability including Hired & Non-Owned Automobile Liability per the attached SB146968B 06/16 form as required by written contract subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER

CANCELLATION

PARKCIT Park City Municipal Corporation PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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**Exhibit “B”
First Addendum**

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

This FIRST ADDENDUM is made and entered into in duplicate this 22 day of July, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and GTS DEVELOPMENT, LLC a Utah limited liability company ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by both parties on April 28, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement (hereinafter "Original Agreement") on April 28, 2020, with an end date of June 30, 2020, a copy which is attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, the Service Provider continues to fulfill its duties and obligations for owner's representative services for the Park City Arts and Culture District ("District") as defined in the scope in the Original Agreement;

WHEREAS, the Service Provider represents that the Service Provider continues to be 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 the Original Agreement; and

WHEREAS, the City continues to advance the planning and development phases of the District, including land use entitlements, environmental analysis, and site preparation, and the initial construction phases, including site demolition and footings and foundation construction.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term for the Original Agreement shall be extended to a date of February 28, 2021.
- b. **SCOPE OF SERVICE.** The second paragraph of the Scope of Services section of the Original Agreement shall be amended to add the following language:

The total fee for the Project Management services from June 30, 2020, to February 28, 2021, shall not exceed **EIGHT HUNDRED TWENTY THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS AND NINETY SIX CENTS (\$820,384.9600)**, for a total not to exceed contract price of **ONE MILLION SIXTY NINE THOUSAND THREE HUNDRED EIGHTY F OUR DOLLARS AND**

NINETY SIX CENTS (\$1,069,384.96,) excluding approved pass-through consultant costs. An estimation of the amount of time required for the provision of services (“Hours Estimate”) is included in Exhibit A of the Original Agreement. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend the Original Agreement and First Addendum to account for the anticipated additional time required to effectively provide the Service Provider’s responsibilities as set forth in the Scope of Services.

- c. **Compensation and Method of Payment.** Section D of the Compensation and the Method of Payment Section shall be amended to read as follows:

The Service Provider shall submit to the City Manager or his designee in a form approved by the City Manager an invoice for services rendered during the pay period of eight (8) equal payments of **ONE HUNDRED TWO THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS AND TWELVE CENTS (\$102,548.12)** through February 28, 2021. 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.”

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.
3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this First Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

(Signature page follows)

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

DocuSigned by:

Matt Dias

MATT DIAS, City Manager

Attest:

DocuSigned by:

Heather V. Long

Heather V. Long, City Recorder's Office

Approved as to form:

DocuSigned by:

[Signature]

[Signature], City Attorney's Office

SERVICE PROVIDER:

GTS DEVELOPMENT, LLC, a
Utah limited liability company
332 Red Ledges Village Way
Heber City, UT 84032
Tax ID#: 47-4670131

Stephen Swisher

Printed Name

DocuSigned by:

Stephen Swisher

Signature

Principal

Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2020, before me, the undersigned notary, personally appeared
a personally known to me/proved to me through identification documents allowed by law, to be
the person whose name is signed on the preceding or attached document, and acknowledged that
he/she signed it voluntarily for its stated purpose as _____ (*title*) for GTS
DEVELOPMENT, LLC, a Utah limited liability company.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the 20th day of July, 2020, at
wasatch County, Utah (insert State and County here).

Printed name Stephen Swisher

Signature:  Stephen Swisher
C5DB577EFE30416...

Exhibit “C”
Addendum Hours Estimate

Interim 3 Month Agreement**Jul-21****Aug-21****Sep-21****Estimated Hours****Tasks/ Deliverables****Hours per month****Rate**

Governance and Operating Plan	40	180	\$	7,200.00	\$	7,200.00	\$	7,200.00
Business Plan- Staffing and Operating Costs	40	180	\$	7,200.00	\$	7,200.00	\$	7,200.00
Term Sheet for PSA	5	180	\$	900.00	\$	900.00	\$	900.00
Building Program- proposed uses and tenant mix types	40	180	\$	7,200.00	\$	7,200.00	\$	7,200.00
Temporary Activaiton of site support	20	180	\$	3,600.00	\$	3,600.00	\$	3,600.00
Subtotal			\$	26,100.00	\$	26,100.00	\$	26,100.00
Total							\$	78,300.00

Exhibit B

SCOPE OF SERVICES

Overall Scope

This scope of work is based on the current MPD draft submittal design provided by Lake Flato Architects dated October 18, 2019.

The City, in partnership with the Kimball Arts Center and the Sundance Institute, is in the process of developing an arts and culture mixed-use district that will include the following components developed and owned by the City: two levels of underground parking; an underground bus transit facility; second- and third-floor affordable housing units, flexible artist commercial areas, a food hall, space for culinary education, and other uses that support the goals and priorities of the Arts and Culture District. City-owned facilities will be developed as net-zero energy facilities.

GTS will provide consulting services to the City and will act as the City's Owner's Representative through the land use entitlement processes. GTS will facilitate and negotiate development and operational agreements between the City, Sundance Institute and Kimball Art Center as the anchor owner occupants. GTS will oversee the implementation phases of design development, construction document, bidding, and construction administration. GTS will also select and manage strategic communications consultants to support community interest and knowledge of the project, assist the City in selecting an operator or operators for the project, and assist in developing operating budgets and pro formas and pre-opening and opening and activation planning.

GTS will provide the following services:

1. Coordinate all project matters at the delegation of the designated City project lead and manager.
2. Maintain an organized filing system for all project documents and records. At the project's completion the records will be turned over to the City or at any time at the City's request.
3. Schedule, attend, conduct, and record minutes as requested.
4. Assist in making presentations about the project to the governing bodies and public.
5. Provide monthly reports containing (a) status of the project; (b) comparison of the project's established budget to the actual costs to-date; (c) comparison of the project's established schedule to the actual work completed to date; (d) summary of changes to the design or anticipated costs; (e) a status of any outstanding issues requiring action or approval by the City; and (f) any other reports concerning the project feasibility and progress.

6. Review and ensure the timely processing of any City project consultant invoice or pay application.
7. Facilitate discussions and provide recommendations to the City on how to improve the project's energy efficiency, cost efficiency, and schedule efficiency.
8. Assist in the bidding of construction and/or construction management services for the project.
9. Coordinate obtaining all the necessary building permits or other necessary construction approvals.
10. Assist in any site logistic plans in preparation of and during construction.
11. Assist in procurements and agreements with potential leases of City-owned and and/or managed spaces within the project.
12. Assist in the review of any change orders.
13. Assist in the design and construction coordination of any off-site improvements related to the project.
14. Notify the City of any project scope, schedule, budget, or contractual compliance of the design professionals and contractor in an urgent and timely manner.
15. Advise on any recommended special inspections or third-party verifications that would help to ensure the success of the project.
16. Ensure project construction records are complete and provided to the City per their contract obligations or make thorough and clear recommendations of how to rectify a non-compliance situation.
17. Assist in developing an occupancy plan for City owned and/or managed spaces.

Workplan and Deliverables

The anticipated project work activities include: strategic communications; managing operations and startup logistics; securing land use approvals; negotiation and execution of operations and governance agreements and other related agreements between the development partners; and coordinating design development through construction administration and occupancy with project partners and the City's architect and engineering firms.



Proposed fees and allocated hours are fungible between the elements described below and will be billed on a percentage completion basis per element (See the Hours Estimate below). Each element is an estimated total of hours with the understanding that the Project partners are in agreement with the current direction of the Project and will be active participants in completing the work.

Strategic Communications and Branding.

GTS will engage sub-consultants to deliver strategic communications services throughout the project phases. This will help to inform the public and highlight the benefits to the community, creating excitement about the future District and mitigating obstacles that often occur in large scale development projects. GTS will manage the strategic communications teams and we anticipate delivering the following processes and deliverables:

- Stakeholder and subsequent community engagement during the MPD process
- Branding
- Ongoing community outreach and public relations efforts through and after occupancy

Operations and Start-up

GTS will work with the City and the Project partners to identify an appropriate operations methodology for the Arts and Culture District. GTS will also assist the City in finding an operator for the individual City owned components of the site including the food hall and ancillary spaces that are not currently programmed. We anticipate assisting the City in the following deliverables:

- Identification of an operator/manager of the District generally (may include developing RFPs for contracted services or developing a City in-house organization)
- Identification of an operator/manager for the Food Hall
- A business plan for the City owned assets at the District
- A program and pro forma for the lease spaces
- Assistance to City in recruiting tenants for the leasable spaces

Land Use Entitlements and Application Process

GTS will support the City's design team ahead of and during the MPD submittal process. The project will be submitted per City's development approval processes. The resulting MPD approvals and conditions will be incorporated into a development agreement. The GTS work plan will include:

- Pre-application meetings with the design team and city officials;
- Ensuring that needed documentation is comprehensive and anticipates any code, utility or community concerns;
- Assisting with the preparation of exhibits and renderings;
- Assisting with formal and informal public hearing presentations, including pre-approval informational presentations/meetings to the City Planning Commission and City Council in anticipation of future public hearings;
- Community and stakeholder engagement; and
- Managing any needed special studies (additional hours may be required).



Development & Operational Agreements

GTS anticipates that this element will take six to eight months and includes weekly meetings and coordination with the City's project lead and legal counsel to develop the necessary development and operation agreements between the Project Partners.

Activities will include:

- Meeting with project partners to attain a thorough understanding of planning and project objectives to date;
- Establishing an achievable time-frame and sequencing of document negotiation and drafting
- Development and updating of term sheets to organize key issues at each stage of negotiations;
- Facilitating regular meetings with Project partners and providing regular updates to the City project lead and legal counsel;
- Reviewing and providing input on draft documents;
- Identifying areas of conflict to achieve mutually agreeable solutions as early as possible in order to maintain progress toward finalization and execution of documents;
- Additional services that may enhance the value of the project such as developing operational budgets and proforma projections to establish a basis for cost sharing among the partners, evaluating options for and procuring management services, and assisting the City with any additional work that may be required to evaluate and address the environmental condition of the property through remediation or other land use controls.

Schematic Design

GTS will support the City and its design team during the completion of the interior schematic design, the integration of the Project partners' designs into the MPD Submittal, and processing the Planning Commission's feedback in order to finalize the Project's schematic design and prepare for design development.

Design Development

GTS will support and coordinate with the design team as they develop the drawings with more specificity and detail than in conceptual design. With multiple stakeholders in the project, design development oversight is critical in the delivery of a successful project.

GTS will:

- Develop a project manual that will clearly define the responsibilities, authority and procedures;
- Establish a management information system to support record keeping and facilitate communication to ensure contract administration is fair and timely;
- Provide the project team with cost support;
- Review design documents for conformance to the project requirements to ensure that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams during this phase to ensure the appropriate coordination;



- Refine as needed the project requirements in terms of purpose, functional requirements, types of spaces, areas, basic building systems, quality and budget.
- Arrange for (as needed) an assessment of existing conditions surveys, soil investigations, utilities and traffic studies;
- Assist with developing a plan for dealing with environmental issues including hazardous materials;
- Identify relevant guidelines, regulations and codes;
- Continue to refine a cost model using adjusted historical data for major building systems and each element of the project, and adjust for local bidding conditions;
- Identify areas in the project that have a risk of not proceeding as planned. Quantify the potential effect and probability of these risks and develop plans to mitigate them;
- Obtain consensus on adjustments and compromises required to obtain a balance among scope, budget, and schedule in a manner that satisfies the Owner and all parties;
- Analyze alternative project delivery processes including traditional design/bid/build, bridging and design/build. Address quality, cost and time goals as well as legal, bid market and operational constraints. Analyze schedule and cost (hard and soft) implications;
- Prepare a plan for executing the project that includes: a strategy for developing the design and the construction documents; method for contracting for construction; the number of the construction contracts; the plan for procuring equipment and furnishings; and the approach for commissioning and occupying the project. Define responsibilities and prepare an organization chart for the project team;
- Continually refine the total project budget including: land costs, legal fees, A/E and other consultant fees, construction cost, testing agencies, landscaping, furnishings, fixtures, move cost and rental cost for temporary relocations. Organize the budget in a manner that expenditures can be tracked against the budget for the duration of the project;
- Develop a project accounting report to track by line item the original budget, current estimate, contractual obligations, changes, anticipated changes and variances. Prepare cash flow projections;
- Working with Owner and the rest of the project team, prepare and refine a master schedule of major design phase activities, including submittals, review periods and preparation of separate bid packages. Monitor design progress for conformance to the master schedule. Identify critical activities and develop recovery plans if necessary;
- Identify and schedule key decisions and approvals essential to the progress of the project. Track and report on the status of unresolved issues;
- Develop a construction-related consultant selection strategy that prioritizes the owner's needs and maximizes value for the project. This would include commissioning, envelope commissioning, geotechnical, environmental, special inspections and others as the need arises;
- Support the project team during the selection of building systems. Consider performance, cost, construction time and local labor and material capabilities;



- Review the drawings and specifications at the completion of each phase for adherence to the project requirements, compliance with applicable mandates (security, sustainability, productivity) and suitability of materials and details. Check details for constructability and coordination of design disciplines. Coordinate any required reviews by regulatory agencies;
- Where appropriate, refine the plan for dividing the work into separate contracts to allow phasing. Consider long-lead-time items, owner provided items, trade jurisdictions and local practices. Prepare a bidding schedule and address interface problems among contractors;
- Prepare construction cost estimates for comparison with the General Contractor after each design submittal. If necessary, provide recommendations to return the project to budget. Adjust cost projections for inflation in material and labor costs and changes in bidding climate; and
- Administer the design contract including payments and contract changes.

Construction Documents

At the direction of the City's project lead, GTS will coordinate with the design team as they finalize all the technical design and engineering including structural engineering and detailing, heating air conditioning and ventilation systems, plumbing, electrical, gas, energy calculations, and all products and materials are selected and scheduled. Multiple drawing sets, including a filing set for building permit approvals and a set of bidding for construction are anticipated. The project also anticipates multiple permit and bid packages including demolition, site preparation, footings and foundations, and for separate buildings. GTS anticipates performing the following tasks:

- Review construction documents for conformance to the project requirements and that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams to coordinate site access, staging, security, and other construction activities;
- Establish guidelines for PCMC, SDI and KAC teams to ensure all contractors are in alignment with site access and scheduling.
- Update the total project budget, refining the cost model as additional project details and systems are identified;
- Begin to develop the FF&E schedule and budget. This will include furnishings, fixtures, equipment, information technology, security, audio/visual and building operational items that are the responsibility of the City. (GTS will provide FF&E installation oversight in later phases of the project.);
- Prepare construction document cost estimates for comparison with the final bid produced by the general contractor to ensure the scope is appropriate; and
- Review the design contract and invoices including payments and contract changes.

Permits & Bidding

GTS will conduct general oversight of the building permit and bidding process and progress and will ensure compliance with City codes, requirements, and consultant contracts. Multiple permit and bid packages including demolition, site preparation, footings and foundations, and potentially separate buildings are anticipated. During the



permits and bidding phase GTS will work closely with the design team, the City, and the Project partners to ensure timely delivery of all permit and contract documents. GTS will work with the contractor(s) to promote interest in the project encouraging adequate coverage at bid time. Market factors will be monitored at this time to fine tune strategies for bidding resulting in value created at bid time. The following tasks occur during the permits and bidding phase:

- Track the permitting process, ensuring the permits are ready at the appropriate time;
- Establish the process to be used to select the contractors including evaluation criteria;
- Develop a construction milestone schedule to issue with the bid documents for each construction contract to advise bidders of schedule requirements;
- Promote interest among contractors. Where appropriate, investigate, and pre-qualify contractors and manufacturers;
- Conduct pre-bid conferences and assist the design team with responses to questions from bidders;
- Ensure addenda are prepared by the design team and issued to bidders in a timely manner;
- Assist the Owner with the receipt and evaluation of bids. Make recommendations for award of contracts;
- Conduct pre-award conferences with the successful bidder to ensure the scope of work and schedule requirements are understood. Review capabilities of proposed subcontractors and any proposed substitutions;
- If appropriate, assist during the negotiations with the contractors; and
- Review the construction contract's general conditions. Include provisions requiring contractors to provide information to monitor on-site and off-site activities related to quality, cost and schedule. If appropriate, recommend assignment of responsibilities for temporary facilities and common services among multiple contractors. Establish procedures for the submittal of materials, samples and shop drawings.

Construction Administration

GTS will be responsible for general oversight, at the direction of PCMC's project lead, of the construction process and progress and monitoring compliance with City codes, requirements, and consultant contracts. This requires visiting the job site during construction to see progress and ensure the contractor is following the plan and reviewing the contractor's monthly invoices to confirm work completion. This also requires being available to answer questions and provide additional information as to issues that arise as well as reviewing requested change orders. This phase is completed when the final inspections are finished and the City obtains all Certificates of Occupancy. The following tasks will be used during this phase:

- Conduct pre-construction meetings with the successful contractor(s). Topics will include project procedures, mobilization plans, temporary facilities, storage, access and security;
- Review the contractor's construction schedule, examining off-site and on-site activities. Update the master schedule;



- Monitor work progress and identify delays, which could jeopardize milestone dates. When necessary, assist the contractor in preparing recovery plans;
- Establish an on-site team to coordinate activity, monitor progress, inspect the work, resolve issues and administer the contract. Recommend courses of action if the contract requirements are not fulfilled;
- If more than one prime contractor is involved with the project, develop a work plan to coordinate their activities. Assist with coordinating the contractor's activities with ongoing operations in the courthouse. Work with parties that will be affected by construction to develop procedures and schedules that will minimize disruption of normal activities;
- Monitor actual and planned progress. If problems develop, lead team efforts to resolve issues;
- Minimize construction changes, but where appropriate recommend changes that respond to field conditions or to improve quality or save time or money;
- Observe work in process, document defects and direct the contractor to make corrections;
- Coordinate independent testing labs. Obtain recommendations from the design team regarding substandard test results;
- Conduct weekly job-site meetings to review progress and resolve issues. Include contractors, appropriate subs and consultants. Prepare and promptly distribute minutes that record and track issues and decisions;
- Administer the construction contracts;
- Review the contractor's schedules of values and use them along with observations of progress to evaluate payment applications;
- Develop a system for preparing, reviewing and processing of all change orders. Estimate the cost of pending changes and examine alternate solutions to reduce costs. Evaluate change orders requested by the contractors for validity and negotiate equitable prices;
- Analyze proposed deviations from the contract specifications. Consult with Owner and the design team and make recommendations regarding acceptance. When appropriate, value engineer proposed changes and substitutions;
- Establish and maintain an automated system for processing, recording and reporting project information. Evaluate the usefulness of a project specific website to facilitate communication among the project team;
- Maintain current files of correspondence, logs, meeting minutes, contracts, drawings, specifications, shop drawings and samples;
- Maintain the project accounting system to track costs of contracts, approved and anticipated changes, payment applications and payments. Include direct purchased material and equipment;
- Prepare monthly Project Status Reports that describe the status of construction, progress during the previous period with photos, major upcoming activities, problems and outstanding decisions. Include cost and schedule status;
- Ensure requirements are understood and defined in each contract. Benchmark against code and industry standards. Measure performance and require quick correction of deficiencies; and
- Record weather, general activities and special occurrences in job-site reports;



- Arrange for regular periodic photographs of the work in progress. Photograph or video problems and special conditions.

Occupancy & Post Occupancy Evaluation

Tenants of City-owned buildings are expected to occupy the spaces when the construction is complete. This phase includes assisting the City project lead with logistics and getting accustomed to the new facilities. Due to net zero design requirements, post occupancy evaluations will be required. During the occupancy phase GTS will wind up the physical and administrative aspects of the construction and assist with move-in activities. GTS will perform the following tasks:

- Prepare a detailed schedule of punch list inspections, equipment testing, start-up and occupancy;
- Coordinate the commissioning and testing of mechanical, plumbing, electrical and special building systems and the training of the owner's building staff;
- Assemble manuals, guarantees and warranties for mechanical, plumbing, electrical and special equipment. Obtain as-built drawings;
- Coordinate inspections and prepare a consolidated punch list for each contractor. Establish the dates for substantial and final completion;
- Monitor the completion of punch list items and finalize all outstanding contract issues including change orders and time extensions. Coordinate payment of retainage;
- Manage installation of furnishings and equipment. Maintain a database of FFE that is damaged and schedule re-delivery of warranty items. If required, support the relocation of personnel;
- Ensure contractors perform warranty obligations in a timely manner; and
- During the first year of occupancy, perform a critical review of the project, including interviews with users and operations and maintenance staff to evaluate the effectiveness of design and construction.

Project Team

Owners Representative Team: GTS Development, LLC and Construction Control Corporation

Strategic Communications subconsultants: Wilkinson Ferrari and Company, Panic Button LLC

Hourly Rates

The GTS Development Services Team hourly rates are:

GTS Hourly Rates

Principal: \$200

Project Manager: \$150

Clerical: \$80



CCC Hourly Rates

Principal: \$185

Project Manager \$135

Clerical: \$80

Hours Estimate

See the following chart for overall project hours estimates.

All fees above include general overhead and insurance. Any other expenses will be billed at cost plus 10% for handling.



								PART ONE											
	Firm	Hrs/ Month	Months	Quantity	Rate	Month Tot	Total	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	
								\$ 78,245	\$ 103,805	\$ 103,805	\$ 112,180	\$ 100,145	\$ 104,835	\$ 104,835	\$ 113,210	\$ 121,585	\$ 101,595	\$ 87,090	
Operations & Startup	GTS	24	51	1,224	180 \$	4,320	\$ 220,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	
Strategic Communication	GTS	60	51	3,060	180 \$	10,800	\$ 550,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	

Adjacent property coordination (Munchkin/ Hor Not Included)

Land Use Entitlements	GTS	85	9	765	180 \$	15,300	\$ 137,700	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300		
Development & Operational Agreements	GTS	142	9	1,278	180 \$	25,560	\$ 230,040		\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560
Schematic Design Budget Development	GTS	35	4	140	180 \$	6,300	\$ 25,200	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300							
	CCC	37	4	148	155 \$	5,735	\$ 22,940	\$ 5,735	\$ 5,735	\$ 5,735	\$ 5,735							
Design Development	GTS	142	12	1,704	180 \$	25,560	\$ 306,720	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560
	CCC	66	12	792	155 \$	10,230	\$ 122,760	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230
Construction Documents	GTS	66	10	660	180 \$	11,880	\$ 118,800											\$ 11,880
	CCC	66	10	660	155 \$	10,230	\$ 102,300											\$ 10,230
Powerline Relocation	GTS	14	4	56	180 \$	2,520	\$ 10,080					\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520			
	CCC	14	4	56	155 \$	2,170	\$ 8,680					\$ 2,170	\$ 2,170	\$ 2,170	\$ 2,170			
Hazardous Material Abatement Permits & Biddir	GTS	25	4	100	180 \$	4,500	\$ 18,000			\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500					
	CCC	25	4	100	155 \$	3,875	\$ 15,500			\$ 3,875	\$ 3,875	\$ 3,875	\$ 3,875					
Hazardous Material Abatement Construction	GTS	25	3	75	180 \$	4,500	\$ 13,500							\$ 4,500	\$ 4,500	\$ 4,500		
	CCC	25	3	75	155 \$	3,875	\$ 11,625							\$ 3,875	\$ 3,875	\$ 3,875		
Demolition Permits & Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000							\$ 4,500	\$ 4,500			
	CCC	25	2	50	155 \$	3,875	\$ 7,750							\$ 3,875	\$ 3,875			
Building Demolition	GTS	25	3	75	180 \$	4,500	\$ 13,500									\$ 4,500	\$ 4,500	
	CCC	25	3	75	155 \$	3,875	\$ 11,625									\$ 3,875	\$ 3,875	
Grading & Utilities Permits Bidding	GTS	25	2	50	180 \$	4,500	\$ 9,000								\$ 4,500	\$ 4,500		
	CCC	25	2	50	155 \$	3,875	\$ 7,750								\$ 3,875	\$ 3,875		
Grading & Utilities Const. (inc. repository)	GTS	17	4	68	180 \$	3,060	\$ 12,240											\$ 3,060
	CCC	17	4	68	155 \$	2,635	\$ 10,540											\$ 2,635
Footing & Foundation Permits & Bidding	GTS	50	4	200	180 \$	9,000	\$ 36,000											
	CCC	50	4	200	155 \$	7,750	\$ 31,000											
Footing & Foundation Construction	GTS	142	15	2,130	180 \$	25,560	\$ 383,400											
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825											
PCAC Permits & Bidding	GTS	50	3	150	180 \$	9,000	\$ 27,000											
	CCC	50	3	150	155 \$	7,750	\$ 23,250											
PCAC Construction Administration	GTS	142	15	2,130	180 \$	25,560	\$ 383,400											
	CCC	181	15	2,715	155 \$	28,055	\$ 420,825											
Occupancy & Post Occupancy	GTS	71	6	426	180 \$	12,780	\$ 76,680											
	CCC	132	6	792	155 \$	20,460	\$ 122,760											

Part 1 Through January 2021 \$ 1,131,330
Part 1 Average Monthly \$ 102,848



	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
\$	87,090	\$ 59,675	\$ 59,675	\$ 53,980	\$ 53,980	\$ 90,845	\$ 90,845	\$ 90,845	\$ 90,845	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 85,485	\$ 85,485	\$ 85,485	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735
\$	4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$	10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800

\$ 25,560																							
\$ 10,230																							
\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880														
\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230														

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Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 101,975	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360
\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800



\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560
\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055
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												\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460



Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Plan for Temporary Programming of the Park City Arts and Culture District Site through October 2021 as a Level Two Special Event with an Expense Budget Not to Exceed \$149,000
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Arts and Culture Programming Staff Report](#)

[Exhibit A: Draft Site Map for Programming and Activation](#)

[Exhibit B: Arts District Interim Site Manager Description Draft](#)

[Exhibit C: Arts District Interim Programmer Description Draft](#)

City Council Staff Report

Subject: Arts and Culture District Temporary Programming
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: July 1, 2021
Type of Item: Administrative

Recommendation

Approve a plan and budget for temporary programming of the Park City Arts and Culture District site through October as a Level Two Special Event with an expense budget not to exceed \$149,000.

Executive Summary

Demolition and cleanup at the Park City Arts and Culture District property ("Property") are nearly complete. Staff recommends funding community-focused programming from August through early November, emphasizing artistic and active engagement opportunities. This is a chance to involve the community and work with area artists and organizations to inform future discussions regarding programming and operations of the Arts and Culture District, themed around the various ways to manifest connections at the site.

Background

The Property is the future home of the Park City Arts and Culture District, a public-private community development initiative in partnership with the Sundance Institute and the Kimball Art Center. The site is 5.25 acres that consists of former building pads, grassy areas, two striped parking lots, and a mix of graveled and paved surfaces. Prior to construction commencing, the Property presents an opportunity to link communities in the Bonanza Park area, showcase local artists and makers, and strengthen community connections.

Analysis

Given its location, intended future use, and community interest, the Property is uniquely situated for programming that creates connections:

- 1) Between places (inviting and safe bike and walking connections between neighborhoods);
- 2) With artists and the community (via art installations, live performances, culinary offerings); and
- 3) Among community members (by way of educational exhibits, scheduled activities, food trucks, a beer garden, and games).

To realize this vision, we propose awarding two short-term contracts to third-party service providers who will manage the site and focus on arts programming. Dave Gustafson, the Site Superintendent, and Jenny Diersen, the Special Events Manager, will oversee the contracts.

Site Management. The Site Manager will have day-to-day management responsibilities for Property activation (see Exhibit B). Guidelines and expectations at the Property include:

- 1) 24/7 access to the site with pathways and wayfinding that will enable connections to other areas of town via active transportation corridors.
- 2) Food trucks and a beverage area will be located on-site on specified days and times.
- 3) Programming will take place from 8 a.m. to 10 p.m. daily, including:
 - Passive Programming, such as art installations, seating areas, wayfinding, historical interpretation, games, and activities that do not require monitoring (e.g., a cornhole setup or a DIY chalk art wall);
 - Active Programming, such as acoustic music performances, use of the City’s Recreation Trailer, games and activities that do require monitoring or facilitating (e.g., a bocci ball tournament or drawing class); and
 - Special events & private rentals where other organizations or individuals apply to use the venue in a complementary and appropriate manner. The use of the Property may be considered as requested for more significant permitted and private events under the authority of the City Council and Special Events Department per title 4A.

Activation and Programming. Staff recommends the City contract out the responsibility for active programming. (See Exhibit C.) An Activation Programmer will be responsible for producing various artistic and creative installations and activities at the Property, including passive visual arts, educational experiences, audiovisual performances, and any other kind of creative works appropriate to the site and the Park City community. See Figure 1 below.

Figure 1

Types of Connective Programming		Frequency
1	Passive Programming Examples	
	History Boards & Story Telling	Available Daily
	Art Installations & Sculpture	
	Bocci Ball, Large Scale Board Games	
	Tables, Chairs, Umbrellas, Benches	
2	Active Programming Examples (Small-Scale)	
	Music & Live Performances	Available at specifically scheduled times though out the week.
	Rec Trailer	
	Food Trucks, Coffee or Beer Garden	
	Cook Offs	Available two to three times a week.
	Art Battles or Plein Air Painting Demos	
	Community programming with non profits and businesses to create fun gatherings.	
3	Special Event	
	Level 4 & 5 events as additional venue.	Reviewed by staff as requested. Approved by City Council.
	Level 1, 2 & 3 events may be considered.	Approved by Staff as requested.

As part of activation and programming, at the May Public Art Advisory Board (“PAAB”) meeting, PAAB unanimously recommended pursuing a Request for Proposals (“RFP”)

for a community art project on the exterior of the Maverik Gas Station this summer. Such project would use existing Public Art budget and is estimated at \$30,000.

Transit to Trails. The City's Trails and Open Space team in partnership with Utah Open Lands received funding to develop a public Transit to Trails program. The program will provide shuttles from to Bonanza Flats on weekends, July through September, from 8 a.m. to 3 p.m. The selected vendor will operate the routes on a reservation system to shuttle people to the Mid Mountain Trailhead, the Bonanza Flat Trailhead, and the Bloods Lake Trailhead.

Staff propose using the available developed parking area at the Property as the park and meet location for the Transit to Trails program for this summer. The site is already striped for 55 parking spaces, provides convenient access to four transit stops, and accommodates loading and staging. Additionally, the site is centrally located and allows pedestrians and cyclists through the site to connect with adjacent neighborhoods, business districts and the regional paved trail system.

Staff proposes using approximately 20 existing parking spaces at the lot closest to Munchkin Road. No additional power, restrooms or water access will be needed.

Budget. Staff estimates that a total expense budget of \$149,000 will cover one-time startup costs and ongoing expense needs for approximately four months' worth of programming and management. See Figure 2.

Figure 2

Item	Estimated Cost	Notes
Umbrellas / Shade Structures	\$9,000	30 umbrellas or shade structures @ \$500
Tables & Chairs	\$10,000	20 tables @ \$500
Site Improvements	\$25,000	Flower Boxes, Fencing, etc
Potty/ Washroom Rental	\$20,000	\$1000/ week @ 20 weeks
Trash/ Waste Management	\$10,000	Estimated placeholder. Need to evaluate
Programming Music, Dance/Performance, Non-Profit Partners	\$20,000	\$200 per performance
Outdoor Games	\$6,000	Frisbee, Bocci, Hula Hoops, Rec Trailer
Staffing (2)	\$49,000	Site Manager & Activation Programmer
Total	\$149,000	
Item	Potential Revenue	Notes
Food Vendors (FV)	\$24,000	\$200 Weekly Rate @ 8 FV @ 20 weeks
Beverage Vendors (BV)	\$9,000	Weekly Rate @ 3 BV @ 20 weeks
Total	\$33,000	

Outreach. Staff began initial engagement and outreach with Sundance Institute, Kimball Art Center, Park City Summit County Arts Council, Park Silly Sunday Market, Public Art

Advisory Board, and the Prospector Square Owner's Association and business owners in the Yard development.

If the Council is amenable, Staff will continue outreach and begin programming immediately, returning to Council likely in August or early September to review the progress of the site and programs and if appropriate discuss any interest in extending programming through winter. A weekly schedule of programs will be available at <https://imaginepcarts.org/>.

Funding

Temporary activation is be funded within the existing Transient Room Tax revenues. A small revenue opportunity is available for consideration if the City charges food or beverage vendors a fee on a weekly, monthly, or percent of sales rate. The chart above outlines an estimated budget.

Attachments

Exhibit A	Arts District Programming Site Plan
Exhibit B	DRAFT Interim Site Activation Manager Description
Exhibit C	DRAFT Interim Activation Programmer Description



INTERIM ACTIVATION CONCEPT PLAN

PARK CITY ARTS & CULTURE DISTRICT

0' 15' 30' 60' SCALE: 1"=30'-0"

Exhibit B: Arts and Culture District Site Activation Manager

Arts & Culture District Interim Site Activation Manager

Park City Municipal (City) seeks the services of an Interim Site Activation Manager (Site Manager) to produce the temporary activation of the Arts and Culture District property (Property) from July 2021 through May 2022. Total compensation is not to exceed \$24,500. The City will provide a separate operations budget to support activations and programs discussed below.

Project Description

consists of former building pads, grassy areas, two striped parking lots, and a mix of graveled and paved surfaces. It is a gritty light-industrial high profile site that the City wishes to activate in the run up to the start of District construction in 2022. The City envisions the Property as:

- A welcoming space that entices people to stop and experience artists' work;
- An outdoor gathering place to have a bite to eat or something to drink;
- A crossroads where residents can safely and easily pass through on foot or on bike when transiting around town; and
- A destination where the community can spend time together during planned events and activities.

Duties and Expectations

As directed by City staff, the Site Manager is responsible for ensuring that the Property is a safe, inviting, and engaging place for locals to enjoy. A vital function of this job is to align short-term programming opportunities with goals of the proposed Arts and Culture District (District). This can be accomplished by incorporating local artists, makers, non-profits, and businesses to celebrate local culture and the greater Park City arts community.

The Site Manager is responsible for:

Overall site management:

- Oversee the implementation of the interim site plan;
- Create and manage the operations budget;
- Secure and manage portable toilet services;
- Manage trash and recycling within the Property in alignment with the City's zero waste goals;
- Coordinate staff or volunteers as needed;
- Secure and manage food/beverage vendors;
- Work closely with the Interim Arts and Activities Planner and the District Partners to support the installation and maintenance of temporary visual art activations and creative activities; and
- Coordinate and communicate effectively with City staff to manage costs, anticipate and resolve issues, and keep staff and elected officials informed.

Building community awareness about the interim activation:

- Develop and implement a marketing and education campaign for the interim activation period targeted to residents;
- Create and manage the overall aesthetics/branding of the interim activation with a focus on on-site wayfinding;
- Include Bonanza Park area businesses and nonprofit organizations to ensure mission and operational compatibility; and
- Secure sponsors as appropriate.

Permitted Special Events, such as Arts Festival, Sundance Film Festival, etc., are under the authority of the City Council and Special Events Department.

Exhibit C: DRAFT Arts and Culture District Interim Activation Programmer

Arts & Culture District Interim Activation Programmer

Park City Municipal (City) seeks the services of an Interim Site Activation Programmer (Programmer) to develop community-focused artistic and cultural programming at the future Arts and Culture District property (Property) from July 2021 through May 2022. Total compensation is not to exceed \$24,500. The City will provide a separate operations budget to support programming as discussed below.

Project Description

The 5.25 acre Property is the future home of the Park City Arts and Culture District (District) and consists of former building pads, grassy areas, two striped parking lots, and a mix of graveled and paved surfaces. It is a gritty light-industrial high-profile site that the City wishes to activate in the run up to the start of District construction in 2022. The City envisions the Property as:

- A welcoming space that entices people to stop and experience artists' work;
- An outdoor gathering place to have a bite to eat or something to drink;
- A crossroads where residents can safely and easily pass through on foot or on bike when transiting around town; and
- A destination where the community can spend time together during planned events and activities.

Duties and Expectations

As directed by City staff, the Programmer is responsible for producing a range of artistic and creative installations and activities at the Property including passive visual arts, educational experiences, audiovisual performances, and any other kind of creative works appropriate to the site and the Park City community. A vital function of this job is to align short-term programming opportunities with goals of the proposed Arts and Culture District (District). This can be accomplished by incorporating local artists, makers, non-profits, and businesses to celebrate local culture and the greater Park City arts community.

The primary focus of activations should be smaller-scale community activities and installations that target residents from the greater Park City area. Activations should be inviting, affordable, and appropriate for all abilities.

The Programmer will:

- Work closely with the Interim Site Activation Manager (Site Manager);
- Produce unmanaged activities, such as life-size board games, musical instruments, and play areas;
- Produce managed activities, such as an Art or Food Battles;
- Program live arts performances, including but not limited to small music, dance, theater, film, or spoken word;
- Facilitate visual and/or multimedia arts installations; and
- Develop a community information & services opportunity at the Property that provides residents and visitors with a way to understand and connect to Park City's local arts and culture.

The City anticipates that the Programmer will produce an average of 2-3 managed activities and/or live performances per week along with 10-20 unmanaged activities and 5-10 art installations over the duration of the interim activation.

Permitted Special Events, such as Arts Festival, Sundance Film Festival, etc., are under the authority of the City Council and Special Events Department.

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve to the 1302 Norfolk Rental Agreement Addendum #2, Extending the Term to July 1, 2022

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[1302 Norfolk Rental Agreement Addendum Staff Report and Addendum #2](#)

[Exhibit A: 1302 Norfolk Avenue Rental Agreement](#)

[Exhibit B: 1302 Norfolk Rental Agreement Amendment #1](#)



City Council Staff Report

Subject: 1302 Norfolk Rental Agreement
Author: Heinrich Deters
Department: Sustainability
Date: July 1, 2021
Type of Item: New Business- Rental Agreement

Recommendation

Approve Addendum #2 to the 1302 Norfolk Residential Rental Agreement, which will extend the term to July 1, 2022. (Exhibit A)

Background

Park City Municipal entered into a residential rental agreement with the 1302 Norfolk tenant in March of 2019, with a termination date of July 1, 2020. An addendum extending the term to June 30, 2021 was approved on June 11, 2020.

Park City inherited the lease when the property was purchased and has not increased the monthly rent.

Analysis

The current Woodside Park Phase II project is currently being reconsidered for amended development of previous considerations. Planning and design associated with the parcel is underway and staff does not anticipate extension of this rental agreement to impact future planning, design or construction over the proposed term.

The Addendum extends the term of the agreement to July 1, 2022.

Staff recommends a slight increase in the monthly rent, to cover snow removal costs associated with the property.

The City has receipt of the security deposit noted in the agreement and will continue to hold the funds appropriately.

All other covenants within the agreement remain in force.

Department Review

This report has been reviewed by the Legal and Executive Departments.

Attachment I- 2019 Rental Agreement 1302 Norfolk

Attachment II- Addendum #1

EXHIBIT A

ADDENDUM #2 RESIDENTIAL RENTAL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

THIS ADDENDUM #2 is made by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (hereinafter referred to as "Landlord") and ED PARIGIAN, (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease the premises located at 1302 Norfolk Avenue, Park City, Utah 84060. The following terms are hereby amended and incorporated as part of the Residential Rental Agreement:

1. Term: The term of this Residential Rental Agreement is hereby amended to read: The Lease term is for one (1) year and shall commence on the 1st day of July, 2021, and end on the 30th day of June, 2022.

2. Rent: The rent for the leased Premises is hereby amended to read: The rent for the leased Premises shall be as follows:

Monthly Rent - One Thousand Six Hundred Fifty Dollars (\$1,650.00)

Monthly rent is due by 5:00pm on the 1st day of each month. A late fee of \$45.00 shall be due if full payment is not received before 5:00pm on the 5th day of the month.

Hold Over Fee \$50.00 (per day) Service of Notice Fee \$15.00

If all rent and other accrued fees are not paid on or before the 5th day of each month by 5:00 p.m., Tenant agrees to pay a late charge as stated above. In the event that the original due date of any amount herein falls on a holiday or weekend, the payment shall be due on the first business day following any such date. However, the late fee will be assessed on the 5th of each month despite any weekend or holiday schedule. Any check returned shall accrue such additional charges as allowed by law which shall be in addition to the late fees. In the event Landlord serves any notice upon Tenant due to Tenant's failure to pay rent or for Tenant's violation of this Lease, Tenant shall be liable to Landlord for the Service of Notice Fee stated above. Landlord may, following default of any payments made by check or otherwise, give notice to tenant and require future payments be made by money order or certified funds. Acceptance of personal checks is not required.

Any dispute by Tenant must be stated in a separate notice and not merely stated on the face or rear of a negotiable instrument. Such dispute must be sent directly to Landlord and properly marked as a dispute.

All other covenants, terms and conditions of the subject Rental Agreement not modified by this Addendum #2 will remain in full force and effect.

TENANT:

By: _____
ED PARIGIAN

LANDLORD:

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal
corporation

By: _____
Matt Dias, City Manager

Approved as to form:

City Attorney

STATE OF UTAH)
 : ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by ED PARIGIAN, an individual, and he acknowledged that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

RESIDENTIAL RENTAL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (hereinafter referred to as "Landlord") and ED PARIGIAN, (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease the premises to the Tenant. This Residential Rental Agreement (hereinafter referred to as the "Lease" or "Agreement"), entered into the date first written below is between the parties listed herein for the Premises located as follows:

1. Premises. The property is located at 1302 Norfolk Avenue, Park City, Summit County, State of Utah, (herein referred to as the "Premises") and is for use as a private residence only, according to the terms set forth herein. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining over ten (10) consecutive days or more than fifteen (15) days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Landlord.
2. Term. The Lease term is for one (1) year and shall commence on the 1st day of March, 2019 and end on March 1st, 2020. Upon the end of the term of this Lease, this Agreement shall convert to a month to month lease which in any event shall not exceed July 31, 2020.
3. Rent. The rent for the leased Premises shall be as follows:

Monthly Rent \$1,500.00 Security Deposit \$1000.00

Monthly rent is due by 5:00 p.m. on the 1st day of each month. A late fee of \$45.00 shall be due if full payment is not received before 5:00 p.m. on the 5th day of the month.

Hold Over Fee \$50.00 (per day) Service of Notice Fee \$15.00

If all rent and other accrued fees are not paid on or before the 5th day of each month by 5:00 p.m., Tenant agrees to pay a late charge as stated above. In the event that the original due date of any amount herein falls on a holiday or weekend, the payment shall be due on the first business day following any such date. However, the late fee will be assessed on the 5th of each month despite any weekend or holiday schedule. Any check returned shall accrue such additional charges as allowed by law which shall be in addition to the late fees. In the event Landlord serves any notice upon Tenant due to Tenant's failure to pay rent or for Tenant's violation of this Lease, Tenant shall be liable to Landlord for the Service of Notice Fee stated above. Landlord may, following default of any payments made by check or otherwise, give notice to tenant and require future payments be made by money order or certified funds. Acceptance of personal checks is not required.

Any dispute by Tenant must be stated in a separate notice and not merely stated on the face or rear of a negotiable instrument. Such dispute must be sent directly to Landlord and properly marked as a dispute.

4. Credit/Background Checks. Tenant agrees that Landlord may conduct a background, criminal history, and credit check prior to execution and prior to any potential amendment or renewal of this Lease.
5. Security Deposit. Landlord is in receipt of the security deposit listed above. Any sums due or owing by Tenant to Landlord may at any time be deducted from said deposit by Landlord at Landlord's discretion or at termination of the lease in accordance with UCA 57-17-3; deductions shall be used to pay non-rent items first. Tenant's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:
 - (a) The full Agreement term has expired or the Agreement has been terminated without default of Tenant and Tenant has not "Held Over." "Held over" means the Tenant is still in possession of the Premises after the expiration of the Lease or either party has given the other notice of termination.
 - (b) Tenant has provided a written thirty (30) day notice of intent to vacate to Landlord prior to March 1, 2019 or if after March 1, 2020, thirty (30) days prior to the last day of the month Tenant intends to vacate.
 - (c) Tenant has no other monies due in connection with any term or condition of this Agreement, and there are no other amounts due to Landlord from Tenant from any other agreement, arrangement, addendum, or other indebtedness.
 - (d) Tenant has thoroughly cleaned the Premises, appliances, and fixtures. Tenant acknowledges that there are specific charges that Landlord may charge for cleaning and damages. Those charges are agreed to by Tenant and Tenant does affirmatively agree to have Landlord's agents inspect the premises prior to move-out. Landlord will be entitled to and may deduct from the security deposit

monies due pursuant to Landlord's cleaning charge list and all other reasonable charges to accomplish cleaning or repair from damage beyond normal wear and tear to allow the premises to be re-rented.

(e) All individuals using or occupying the Premises have surrendered the Premises to Landlord, and all keys to the Premises, and all other keys and openers related to the Premises are returned to Landlord.

Within thirty (30) days following the later of the Tenant's surrender of said Premises to Landlord or Tenant providing a forwarding address, Landlord will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made provided a forwarding address has been provided in accordance with UCA 57-17-3.

It is Tenant's obligation to provide Landlord with all required notices prior to move-out and arrange for an inspection of the Premises by Landlord. In the event there are charges in excess of the security deposit, Tenant agrees to pay such amount upon demand.

6. Premises Conditions. Tenant acknowledges that he has been living in the Premises since 2006 and acknowledges that the Premises (including structural, mechanical, appliances, furnishings, and fixtures) are provided 'as is' and are in clean, safe, sanitary, and good working condition. Landlord makes no warranty of any kind, expressed or implied, and relies upon the fact that Tenant has lived in the Premises for more than a decade. Tenant agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting normal wear and tear).

Tenant will return the Premises to Landlord in the same condition as the effective date (subject to normal wear and tear). Tenant agrees to maintain the Premises in a clean and sanitary condition. Tenant is required to maintain the Premises, both the interior and exterior, within a reasonable standard.

Tenant agrees to make no alteration to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of Landlord, which permission may be withheld for any or no reason.

7. Animals. Tenant may keep, allow, or maintain animals of any kind on or near the Premises for any length of time only with prior written consent of Landlord. Tenant may be entitled to keep no more than two (2) animals: domestic dog, cat or bird; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to City a pet deposit of Three Hundred Dollars (\$300.00), One Hundred Fifty Dollars (\$150.00) of which shall be non-refundable and shall be used upon the termination or expiration of this Lease for the purposes of cleaning the carpets. Any costs of cleaning or other damages or loss which are more than the pet deposit shall be paid to Landlord by Tenant.
8. Smoking. Smoking shall not be allowed on the Premises. Failure to abide by smoking policies may be cause for eviction. Tenant acknowledges that in the event he breaches the smoking policy, smoke may damage the Premises and Tenant hereby agrees to pay for any such damage.
9. Right of Entry. Unless otherwise restricted by law, Landlord may enter the Premises during reasonable hours with notice in order to inspect, make repairs, provide general or preventative maintenance, replace filters, leave any notice, or other reasonable business purposes while Tenant is present at the Premises. If Tenant is not present at the Premises, then Landlord will have the same right to make such entries by duplicate or master key but will leave written notice of and the reason for any such entry made. Tenant agrees that any such notice for entry shall be granted absent exigent circumstances that may otherwise prevent accommodation.

Any request for maintenance or repairs shall not be deemed to give Landlord authority to enter the Premises without requiring notice or further permission. Any entry into the Premises by the Landlord shall require notice, unless in an emergency as stated below.

If, in Landlord's opinion, there exists an emergency, Landlord may enter without notice at any time for any inspection, repair, or to determine the condition of the Premises. Landlord may secure the Premises at any time Landlord deems, in its sole discretion, that the security of the Premises may have been compromised, including, but not limited to death of a Tenant, incarceration, or hospitalization of a Tenant.

10. Illegal Activity. It shall be considered a breach of this Agreement for any Tenant or Tenant's invitees or guests to commit a criminal act on the Premises. Tenant shall immediately report any criminal act, whether or not cited by a police authority, to Landlord. Prior undisclosed or unresolved criminal acts shall also be considered a

breach. Upon reasonable belief of Landlord that the Tenant has committed a criminal act, Landlord retains the right to perform additional background and criminal history searches throughout the tenancy.

11. Utility Service. Landlord shall be responsible for water and sewer utilities. Tenant shall be responsible for all other utilities, including, but not limited to trash, cable, internet, power, and gas, and shall establish an account with each of these utilities in his own name. Utilities shall be used for ordinary household purposes only. All utility services, whether provided by Landlord or Tenant, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or adjacent property or for emergency reasons. Any such interruption of utility service shall not constitute a default by Landlord, nor is Landlord liable for interruption or termination. Tenant must obtain written approval to install a satellite dish and sign an addendum to this agreement. Tenant shall establish the utilities for which it is responsible immediately. If Tenant fails to establish the utilities required for normal function of a residence, Landlord may at its option terminate this Agreement or bill Tenant a handling fee of Fifty Dollars (\$50.00) per utility per month.
12. Move-Out Notice. At least thirty (30) days' notice must be given to Landlord's representative by Tenant prior to move-out. The last month's rent must be a full month without any prorations (unless otherwise agreed to in writing by Landlord). Tenant agrees to surrender the Premises at the termination of this Lease in the same condition or as altered pursuant to the provisions of this Agreement, ordinary wear and tear, damage by the elements, or other acts of God excepted.
13. Liens. By agreement, Tenant grants to Landlord a security interest in any and all property which is placed on the pursuant to the Tenant's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of the Landlord. The right to exclude this security interest shall become effective upon any rent or fees being due and unpaid. Landlord shall have the right to retain such property and utilize it to satisfy any monies due under this Agreement. Landlord may file a security filing with any governmental agency as notice of this lien. This security interest shall be deemed effective against all property in the Premises and shall be in addition to the statutory Landlord's lien. Landlord may inspect the Premises any time that there is an unpaid balance due, with notice, for purposes of preparing an inventory of secured items.
Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord receives notice of any such lien against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably believes title to the property is in jeopardy because of any lien the Tenant has caused to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.
14. Assignment/Sublease. The Lease may not be assigned or the Premises sublet.
15. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or breaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:
 - (a) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the Premises within fifteen (15) days;
 - (b) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
 - (c) Landlord may agree to a payment of damages in such amount as the parties then agree and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord is on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant. In the event Tenant no longer occupies Premises during the Lease term, Landlord has a duty to mitigate by attempting to relet the Premises to a new Tenant.
16. Maintenance and Repairs. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Additionally, Landlord shall be responsible for mechanical systems which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Tenant shall be responsible for all interior maintenance and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased premises or solely serves the Premises. Tenant shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. Tenant shall also be responsible for all landscaping maintenance on the grounds, including but not limited to general mowing, weeding and irrigation of the property in addition to winter snow removal of all common areas, including decks, driveways and stairways.

Tenant agrees to request all repairs and services in writing from Landlord's designated representative. Landlord shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions or equipment or utility damage by fire, water, or other cases, Tenant shall notify Landlord's representative immediately. Landlord shall act with due diligence in making repairs, the Lease shall continue, and rent shall not abate during such periods.

Tenant is responsible for, and will reimburse Landlord for, any damages or loss caused to the Premises while Tenant is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Tenant, Tenant's family, occupants, pets, guests, or others. Landlord may assess costs for such damages when they occur. The intent is to require the Premises to be maintained in substantially the same condition as when Tenant took occupancy. The costs of repairs, restoration and replacements shall be paid for by the Landlord if rendered necessary by normal wear and tear, otherwise, if such repairs, alterations, or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Tenant and/or Tenant's guests, then all such costs shall be paid by Tenant. Tenant agrees to reimburse Landlord for all such costs within fifteen (15) days of notice. Such reimbursement shall be a priority payment over all other obligations of Tenant to Landlord. Landlord may periodically deduct such costs from Tenant's security deposit and Tenant agrees to promptly reimburse the security deposit to its original amount. It is agreed that Landlord carries insurance for its own protection and that Tenant is not a beneficiary of such insurance. None of Tenant's rent is considered to pay for insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated herein regardless of Landlord's insurance.

17. Hold Over. If Tenant holds-over and fails to vacate on or before the required move-out date (i.e., after being given 30 days written notice) Tenant shall be liable to pay rent for the hold-over period and to indemnify Landlord and/or prospective tenants for damages including rental loss, lodging expenses and attorney's fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand.
18. Limited Liability. Landlord will not be liable for any damages or losses to persons or property caused by Tenant or any other persons including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Landlord shall not be liable for personal injury or for damages to or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) or to Tenant for damage from fire, flood, water leaks, rain, hail, ice, snow, smoke, structural problems, environmental issues, taxis left by prior tenants, explosions, interruptions of utilities, acts of God, or negligent behavior of Landlord or its agents unless such injury or damage is caused by gross negligence of Landlord or its agents. LANDLORD STRONGLY RECOMMENDS THAT TENANT SECURE RENTERS INSURANCE AND TO PROVIDE PROOF OF SUCH INSURANCE TO PROTECT AGAINST ANY AND ALL OF THE ABOVE OCCURRENCES.

Tenant agrees to indemnify and hold harmless Landlord and its representatives from any and all liability for actions or inactions of Tenant which cause damage or injury to any party or person.

Tenant agrees that locks and latches are acceptable subject to Landlord's duty to make repairs and upon request of Tenant. Upon payment of a reasonable charge, Tenant shall have the right to require Landlord to change (re-key) a door or lock for a fee. Tenant may not place its own lock on the Premises. If Landlord's employees are requested to render services not contemplated in this agreement, Tenant agrees to hold Landlord harmless for all liability regarding the same. This agreement is subordinate to all present or future mortgages or security interests placed on the property of which the Premises are a part; and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Landlord may provide security patrols and/or security equipment for the purpose of protecting its property. However, Landlord will not provide any security for Tenants. Tenant is responsible for its own personal

security and the security of its property; it is acknowledged that the Premises have been occupied and used by other individuals and that Landlord cannot represent what such person(s) have had or have done with the Premises. Tenant acknowledges that it will not hold Landlord, its agents, or employees liable for prior actions within the Premises or by other occupants or their guests including such actions that may have unknown continuing residual effects on the Premises.

No liability shall attach to Landlord by reason of entering into this Agreement except as expressly provided herein. The provisions of this section shall survive the expiration or termination of this Agreement.

19. Default of Tenant. The following events shall constitute events of default:

- (a) Failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Tenant to Landlord pursuant to any terms of this Agreement;
- (b) Failure to perform all or any part of this Agreement or a violation of this Agreement or any of the rules and regulations adopted by Landlord or of any law;
- (c) Tenant's abandonment of the Premises - abandonment is hereby agreed to mean Tenant's absence from the Premises for fifteen (15) consecutive days without first notifying Landlord in writing, with the rent unpaid and no reasonable evidence that Tenant is occupying Premises other than items of personal belongings left in said Premises, OR by vacating the Premises without providing appropriate notice;
- (d) Violation by Tenant, any occupant, or any guest of any state, federal, or local law or ordinance, including the violation of any such law by an occupant or Tenant while living in the Premises regardless of where the violation occurs; or
- (e) If Tenant holds over and fails to vacate on or before the required move-out date (i.e., the end of the current lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties).

Tenant shall be liable to Landlord for any and all costs incurred as a result of any breach by Tenant.

20. Default of Landlord. Landlord agrees to act with diligence to:

- (a) Remain in substantial compliance with accepted federal, state, and local laws regarding safety and sanitation; and
- (b) Make all reasonable habitability repairs subject to Tenant's obligation to pay for damages caused by Tenant, its guests or other occupants.

21. Rules and Regulations. Tenant, its guests and other occupants shall comply with all written rules and regulations which shall be considered part of this Lease. Such rules and regulations shall be available for review from Landlord upon request during normal business hours. Landlord may make reasonable rule changes if made in writing and notice is given to all tenants. Rules and regulations include but are not limited to the following:

- (a) Tenant agrees that the conduct of Tenant, Tenant's guests or other occupants shall not be disorderly, boisterous, or unlawful, and shall not disturb the rights, comforts, or convenience of other persons;
- (b) Tenant shall be liable to Landlord for damages to the Premises regardless of how or who caused such damage, except as otherwise described in this Agreement;
- (c) Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress;
- (d) The Premises and other areas which are reserved to Tenant's private use shall be kept clean and sanitary by Tenant and garbage shall be disposed of only in appropriate receptacles;
- (e) Any common areas that are available to Tenant, including the shed, are a privilege and not a right granted under this Agreement, and are to be used wholly at the user's risk and any person, including Tenant, may be restricted from usage at Landlord's sole discretion;
- (f) All written rules may be enforced through Landlord's representatives or agents and Tenant shall hold same harmless for reasonable enforcement;
- (g) Landlord may regulate the manner, time and place of all parking;
- (h) Tenant acknowledges that the Landlord may utilize the property to access and stage for adjacent construction, so long as reasonable access is made available for the Tenant;

- (i) Landlord may regulate, limit, or prohibit from the Premises and areas owned by Landlord the following: swimming pools, motorcycles, trampolines, commercial equipment, non-tenant materials, weight or workout equipment, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, guest vehicles, guests who have lived or stayed in Tenant's Premises, former tenants who have or may be violating rules and regulations.

Tenant acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules may be reasonably changed or modified at any time with thirty (30) days' notice to Tenant.

- 22. Mold and Mildew. Tenant agrees to defend, indemnify, and hold harmless Landlord against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to attorney's fees and court costs, that may be made against Landlord, its representatives, agents, employees or affiliates, as a result of, or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of Tenant or any guest or occupant living within the Premises or prior to Landlord acquisition of the property. Tenant further agrees that Landlord shall not be liable for any damages caused to Tenant, Tenant's guests, or any property within the Premises resulting from mold or mildew which is a result of negligence of the Tenant. Tenant shall indemnify Landlord from any liability relating to mold or mildew resulting from damages to any person or property within the Premises regardless of the source of the mold or mildew. Tenant agrees to immediately notify Landlord of the existence of any mold or mildew within the Premises.
- 23. Government Action. In the event the Premises are condemned or access is restricted as a result of any type of governmental action, Landlord shall not be liable for any damage to Tenant including alternate housing, damage to personal property, replacement of personal property and any other consequential damage. Such action may include any action by any governmental agency or entity, including but not limited to, health departments, division of environmental quality, fire departments, police, zoning departments, etc. If the action is taken, Tenant shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action relates to actions of Tenant, its guests, or occupants.
- 24. Disability. It is the policy of Landlord to reasonably accommodate all handicaps and disabilities as defined under state and federal laws. It is agreed that Tenant shall notify Landlord of any need relating to a disability or handicap (in writing if practical) to ensure the proper procedures are implemented to comply with existing laws. In the event Tenant fails to notify Landlord, Landlord shall not be liable for damages suffered by Tenant. It is agreed that Landlord is under no obligation to accommodate Tenant until proper notification with supporting documentation (if necessary) is provided to Landlord.
- 25. General Provisions. Tenant acknowledges and agrees that only persons legally residing within the United States will reside in the Premises. In the event that more than one (1) Tenant enters into this Lease Agreement, each tenant is jointly and severally liable for each provision of this Agreement. No tenant shall be released from this Agreement unless in writing. Liability under this Agreement continues until all occupants and tenants vacate or a new lease is signed.
 - (a) Tenant may not withhold rent or offset against rent except as specifically allowed and provided by law.
 - (b) All obligations are to be performed in the County where the Premises are located.
 - (c) Landlord's past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a waiver thereof under any circumstances.

To enforce any breach or in any lawsuit involving statutory or contractual obligations of Landlord or Tenant, the prevailing party shall be entitled to recover costs or collection, attorney's fees, and all other costs of litigation from the non-prevailing party. All amount past due and/or in any lawsuit judgment shall bear interest from due date at the rate of ten percent (10%) per annum compounded daily.

26. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Park City
Municipal
Corporation
Attn: Heinrich Deters
445 Marsac Ave.
Park City, UT 84060

If to
Tenant: Ed
Parigian
1302 Norfolk Ave.
Park City, UT
84060

27. Entire Agreement. This Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties except for reasonable rule changes or additions to Landlord's "Rules and Regulations." **NO ORAL AGREEMENTS HAVE BEEN MADE.**
28. Severability. Any clause declared invalid by law shall not invalidate the remainder of this agreement. This is a binding legal document. Tenant acknowledges reading all of this agreement and any addendums carefully before signing, Tenants are jointly and severally liable for all the terms, conditions, and payment due pursuant to this agreement.

TENANT:

By: _____
ED PARIGIAN

LANDLORD:

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal corporation

By: _____ Diane Foster,
City Manager

Approved as to form:

City Attorney

STATE OF COUNTY OF

)
: ss.
)

The foregoing instrument was acknowledged before me this _____ day of 2019, by ED PARIGIAN, an individual, and he acknowledged that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
Residing at:

My Commission Expires:

**ADDENDUM #1 TO
RESIDENTIAL RENTAL AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

THIS ADDENDUM #1 is made by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter referred to as "Landlord") and **ED PARIGIAN**, (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease the premises located at 1302 Norfolk Avenue, Park City, Utah 84060. The following terms are hereby amended and incorporated as part of the Residential Rental Agreement:

1. Term: The term of this Residential Rental Agreement is hereby amended to read: The Lease term shall commence on the 30 day of JUNE, 2020, and shall thereafter be on a month to month basis. In no event shall the initial term or any month to month term exceed July 1, 2021.
2. All other covenants, terms and conditions of the subject Residential Rental Agreement not modified by this Addendum #1 will remain in full force and effect.

TENANT:

By:

ED PARIGIAN

LANDLORD:

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal corporation

By:

Matt Dias, City Manager

Approved as to form:

City Attorney

STATE OF UTAH)

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 22 day of June, 2020, by ED PARIGIAN, an individual, and he acknowledged that he signed it voluntarily for its stated purpose.

Leah V. Langan
NOTARY PUBLIC
Residing at:

5/29/2023

My Commission Expires:



Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Aiden Lillie

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-30, an Ordinance Approving 909 Woodside Avenue Plat Amendment, Located at 909 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[909 Woodside Plat Amendment Staff Report](#)

[Exhibit A: 909 Woodside Ordinance and Plat](#)

[Exhibit B: Existing Plat](#)

[Exhibit C: Site Photographs](#)

[Exhibit D: Snow Shed Easement Agreement](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: 909 Woodside Plat Amendment
Application: PL-21-04815
Author: Aiden Lillie
Date: July 1, 2021
Type of Item: Administrative – Plat Amendment

Recommendation

Staff recommends the City Council review the 909 Woodside Plat Amendment, hold a public hearing, and approve the Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in Ordinance No. 2021-30 (Exhibit A).

Description

Applicant: Jon Hangartner represented by Jon DeGray
Location: 909 Woodside Avenue
Zoning District: Historic Residential – 1
Historic Designation: Significant
Reason for Review: Plat amendments require Planning Commission review and recommendation and City Council action¹

Acronyms

HR – 1 Historic Residential – 1
HSI Historic Sites Inventory
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Applicant proposes the removal of an internal Lot line between Lots 3 & 4 of Block 10, Snyder's Addition to Park City Survey. The proposal creates a single Lot containing a Significant Historic Structure at 909 Woodside Avenue.

Background

The subject property located at 909 Woodside Avenue is a Significant Site on the Park City Historic Sites Inventory (HSI) (see [Historic Site Form](#)), and was constructed in Circa 1895. The property is in the Historic Residential – 1 (HR-1) Zoning District. It occupies Lots 3 & 4 of Block 10 of Snyder's Addition to Park City Survey.

The Applicant submitted an application to Planning Staff on May 7, 2021. On June 9, 2021 Planning Commission reviewed the Proposal and unanimously forwarded a

² LMC [§ 15-12-15\(B\)\(9\)](#).

positive recommendation to City Council ([Staff Report](#); [Listen Live Audio](#)).

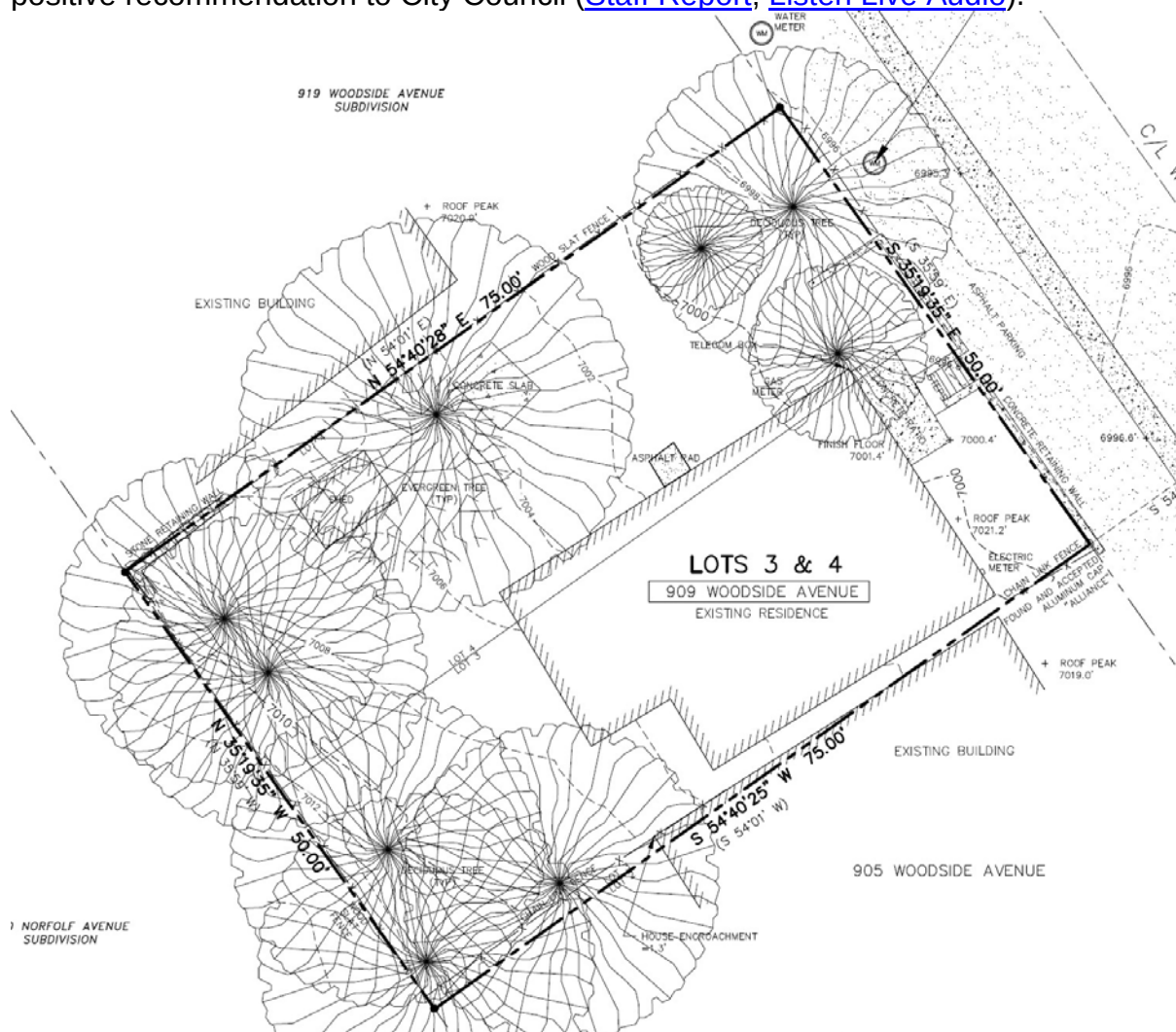


Figure 1. Survey of 909 Woodside depicting the internal lot line that divides Lot 3 and Lot 4.

Analysis

Plat Amendments require Planning Commission review and City Council Final Action.²

(I) The proposed Plat amendment complies with the Historic Residential – 1 (HR-1) Zoning District requirements.

The purpose of the HR – 1 District is to preserve present land Uses and character of the Historic residential Areas of Park City; encourage the preservation of Historic Buildings and/or Structures; encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods; encourage single family Development on combinations of 25' x 75' Historic Lots; define Development parameters that are consistent with the General Plan policies for the Historic core; and establish Development review criteria for new

² LMC [§ 15-12-15\(B\)\(9\)](#).

Development on Steep Slopes which mitigate impacts to mass and scale and the environment.³

The table below outlines the HR-1 Zoning District Lot Requirements:⁴

Zoning Requirement	Analysis of Proposal
Minimum Lot Area – 1,875 square feet	Lot contains 3,750 square feet
Minimum Lot Width – 25 feet	Lot Width of 50 feet
Minimum Front Setback – 10 feet	Historic Structure – 10 feet
Minimum Rear Setback – 10 feet	Historic Structure - Minimum Rear Setback of 26 feet. Additions to the Historic Structure must comply with the required Setbacks and Building Height.
Minimum Side Setback – 5 feet	Historic Structure - Minimum Side Setback of 21 feet to the north side, and 2 feet to the south side. Historic Structures that do not comply with Setbacks are valid Non-Complying Structures pursuant to LMC § 15-2.2-4 . Additions to the Historic Structure must comply with the required Setbacks and Building Height.
Maximum Building Height – 27 feet	Historic Structure - Minimum of 21 feet. Additions to the Historic Structure must comply with the required Building Height.

Architectural Review LMC [Chapter 15-5](#)

Prior to issuance of a Building Permit, the Planning Department shall review the proposed plans for compliance. Any changes to the existing Historic Structure and new construction must maintain the requirements of the HR-1 Zoning District, as well as the *Design Guidelines for Historic Districts and Historic Sites* found in LMC [Chapter 15-13](#) (Condition of Approval 5).

(II) Staff finds Good Cause for removal of the internal lot line because (A) removal of the Lot line resolves existing issues, (B) no Public Street or Right-of-Way is vacated or amended, and (C) no easement has been vacated or amended.

Plat amendments shall be reviewed according to LMC [§ 15-7.1-6](#) *Final Subdivision Plat* and approval shall require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended. Land Management Code [§ 15-15-1](#) defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

A. Removal of the Lot line resolves existing issues.

The purpose of the HR-1 Zoning District in part is to preserve present land Uses and character of the Historic residential Areas of Park City and to encourage the rehabilitation of existing Historic Structures.⁵ The proposed plat amendment removes a Lot line below a Significant Historic Structure and creates a single Lot, addressing non-conforming Setbacks and encroachments across Lot lines.

B. No Public Street or Right-of-Way is vacated or amended.

The plat amendment does not vacate or amend any portion of Woodside Avenue.

C. No easement is vacated or amended.

The property owners of 909 Woodside Avenue and 919 Woodside Avenue entered into a Snow Shed Easement Agreement on August 14, 2003, recorded with the Summit County Recorder’s Office on August 15, 2014 (Summit County Recorder Entry No. 1000905; Exhibit D). Condition of Approval 7 requires the snow shed easement to be shown on the final plat.

The City Engineer requires a ten-foot public snow storage easement on Woodside Avenue to be noted on the plat prior to recordation (Condition of Approval 8).

(III) The Development Review Committee requires a Condition of Approval.

On June 1, 2021, the Development Review Committee Reviewed the Plat Amendment. A concrete retaining wall encroaches into the Woodside Right-of-Way. Condition of Approval 9 requires the Applicant to enter into an encroachment agreement with the City Engineer prior to recordation of the plat amendment.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on May 26, 2021. Staff mailed courtesy notice to property

owners within 300 feet on May 26, 2021. The *Park Record* published notice on May 26, 2021. LMC [§ 15-1-21](#).

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The City Council may approve Ordinance No. 2021-30 as conditioned or amended; or
- The City Council may deny Ordinance No. 2021-30 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Ordinance No. 2021-30 to a date certain.

Exhibits

Exhibit A: Ordinance No. 2021-30 and 909 Woodside Avenue Plat

Exhibit B: Existing Plat

Exhibit C: Site Photos

Exhibit D: Snow Shed Easement Agreement

Ordinance No. 2021-30

AN ORDINANCE APPROVING 909 WOODSIDE AVENUE PLAT AMENDMENT, LOCATED AT 909 WOODSIDE AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 909 Woodside Avenue petitioned the City Council for approval of the 909 Woodside Avenue Plat Amendment; and

WHEREAS, on May 24, 2021 notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on May 25, 2021, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on May 26, 2021, courtesy notice was mailed to property owners within 300 feet of the 909 Woodside Avenue; and

WHEREAS, on June 9, 2021, the Planning Commission reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, on June 9, 2021, the Planning Commission forwarded a positive recommendation for City Council's consideration on July 1, 2021; and

WHEREAS, on July 1, 2021, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code, including §15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.11, 15-3 and 15-7.

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

SECTION 1. APPROVAL. The 909 Woodside Avenue Plat Amendment at 909 Woodside Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

Background:

1. On May 7, 2021, the Planning Department received a complete Plat Amendment application.
2. The property is located at 909 Woodside Avenue.
3. The Legal Description is Lots 3 & 4 Block 10 Snyder's Addition to Park City. SA-100-101.
4. The property is designated as Significant on the Park City Historic Sites Inventory and was built in circa 1895.

5. The Applicant is proposing to remove an internal lot line between Lots 3 & 4 of Block 10, Snyder's Addition to Park City Survey.

Zoning District:

6. The property is located in the Historic Residential Density (HR-1) Zoning District.

Lot and Site Requirements

7. The proposed Lot complies with the HR-1 Zoning District Requirements outlined in LMC § 15-2.2.
8. On May 7, 2021, the Applicant submitted a complete Plat Amendment application.
9. The applicant proposes the removal of the internal lot line to create .
10. The existing Structure was built circa 1895 prior to the Land Management Code setback requirements in the HR-1 Zoning District.
11. The property was designated as a "Significant" Site on the Park City Historic Site Inventory (HSI) in 2009.
12. On June 9, 2021, the Planning Commission reviewed the proposed Plat Amendment and forwarded a unanimous positive recommendation to City Council.

Zoning District:

1. The property is in the Historic Residential (HR-1) Zoning District.

Public Notice Requirements:

2. Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on May 26, 2021. Staff mailed courtesy notice to property owners within 300 feet on May 26, 2021. The *Park Record* published notice on May 24, 2021.

Lot and Site Requirements

3. The LMC also regulates Lot and Site Requirements per LMC §15-2.2-3.
4. A Single-Family Dwelling is an allowed Use in the HR-1 Zoning District and requires a minimum lot size of 1,875 square feet. The proposed Lot sizes comply with this requirement, containing 3,750 square feet.
5. The minimum Lot width in the HR-1 Zoning District is 25 feet. The proposed Lot complies with this requirement, containing 50 feet.
6. The required Front Setback for Lot depths less than 75 feet is ten feet (10'). Lot A and Lot B comply.
7. The required Rear Setback is ten feet (10'). Lot A and Lot B comply.
8. The required Side Setback is five feet (5'). Lot A is Legal Non-Conforming, as is. Lot B currently complies.
9. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code, including [LMC § 15-2.2](#) HR-1 and [LMC § 15-7.1-6](#) Final Subdivision Plat.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
4. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
5. Any new construction shall comply with the Land Management Code at the time of Application submittal.
6. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
7. Any new construction shall comply with the Land Management Code at the time of Application submittal.
8. A ten foot (10') public snow storage easement on Woodside Avenue shall be noted on the Plat.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 1st Day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

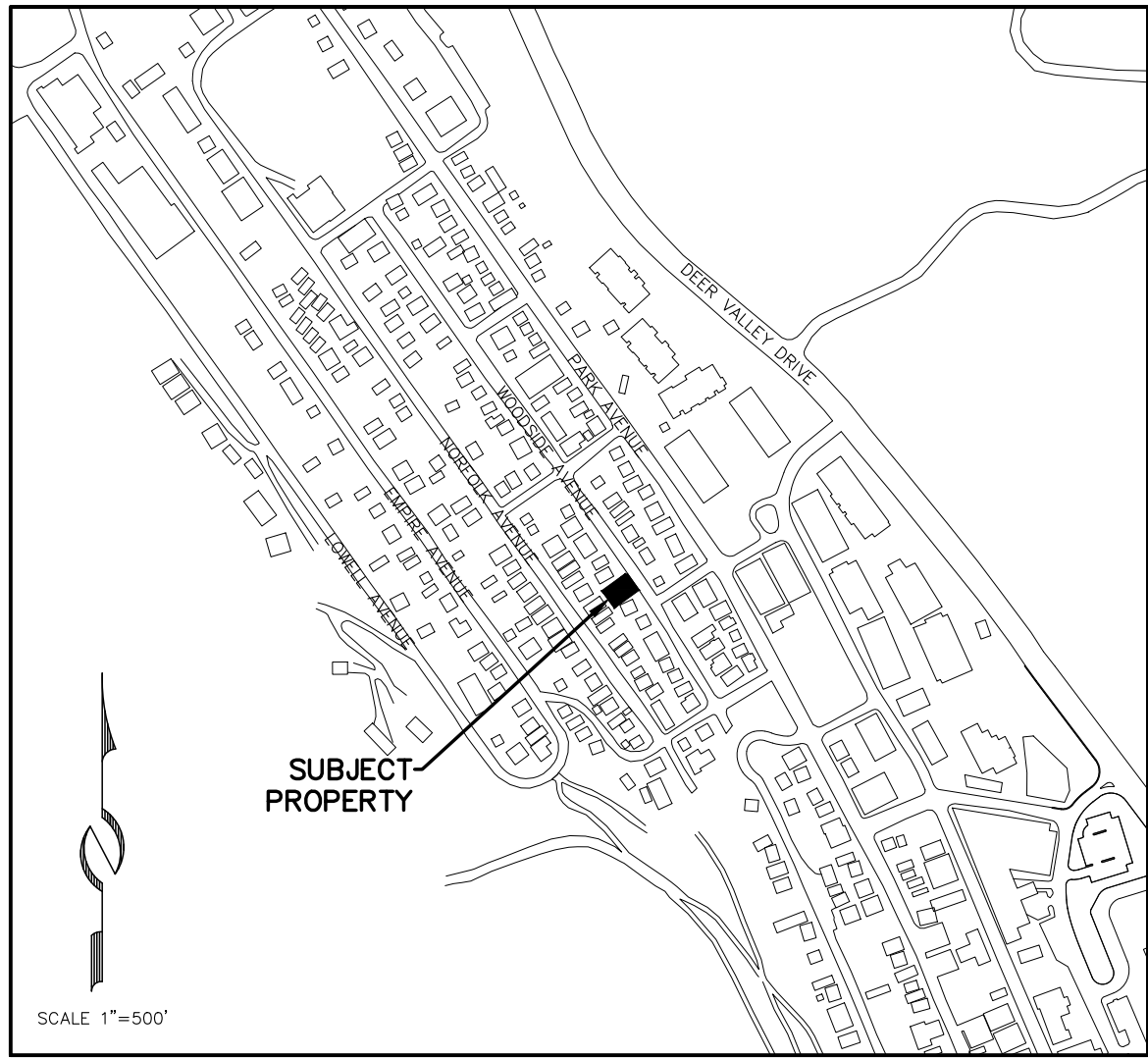
City Recorder

APPROVED AS TO FORM:

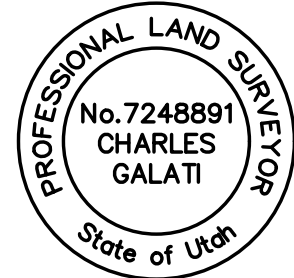
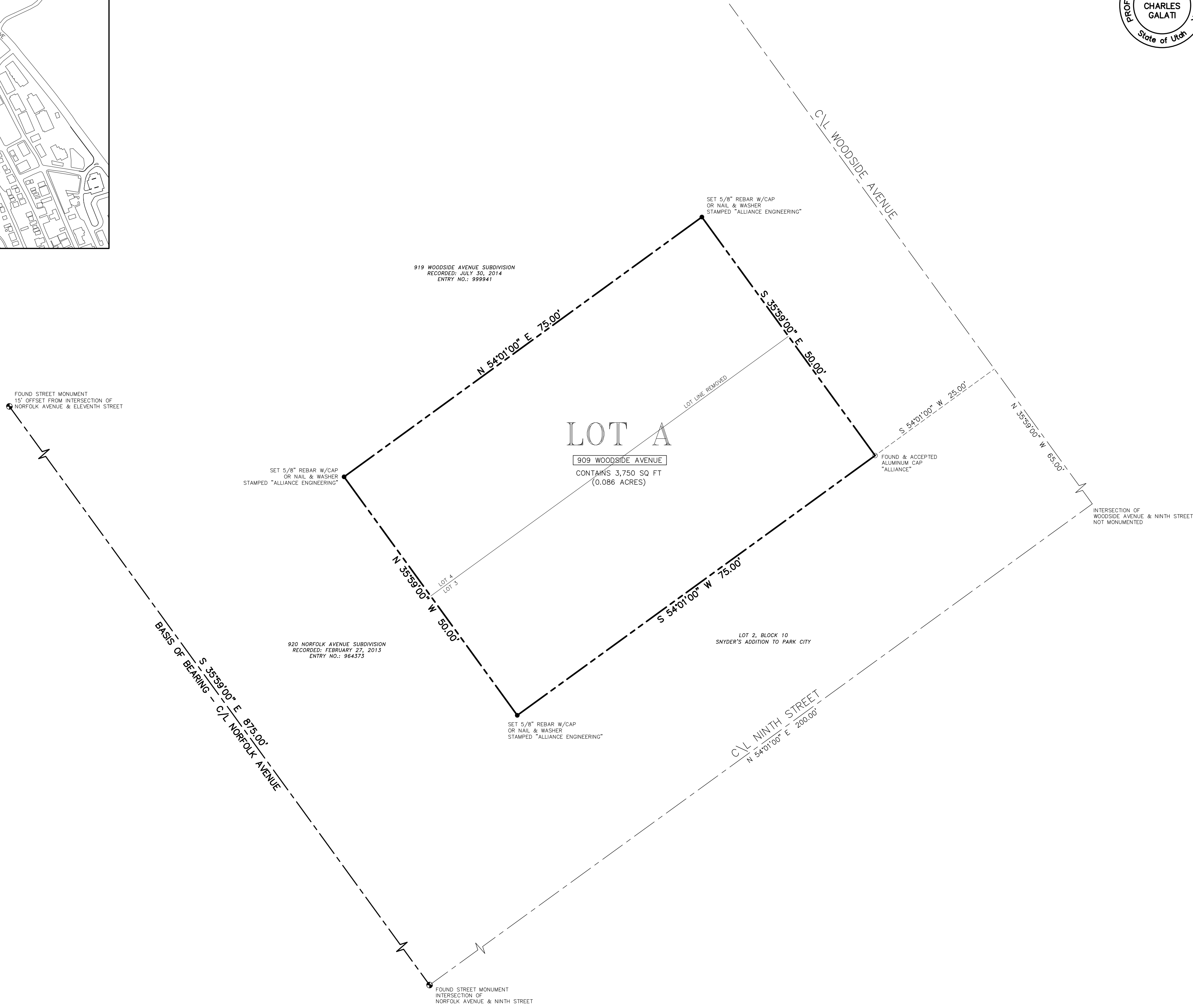
Mark Harrington, City Attorney

Attachment 1 - Plat

DRAFT



VICINITY MAP



SURVEYORS CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into one (1) lot, hereafter to be known as 909 WOODSIDE AVENUE PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

Lots 3 and 4, Block 10, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof, on file and of record in the Office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be unified into one lot of record, together with easements as set forth to be hereafter known as 909 WOODSIDE AVENUE PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over any public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this ____ day of _____, 2021.

PCDP, LLC, a Utah limited liability company

By: _____
Jonathan Hangartner, Manager

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this ____ day of _____, 2021, Jonathan Hangartner personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of PCDP, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the 909 WOODSIDE AVENUE PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____

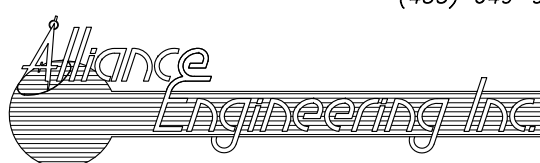
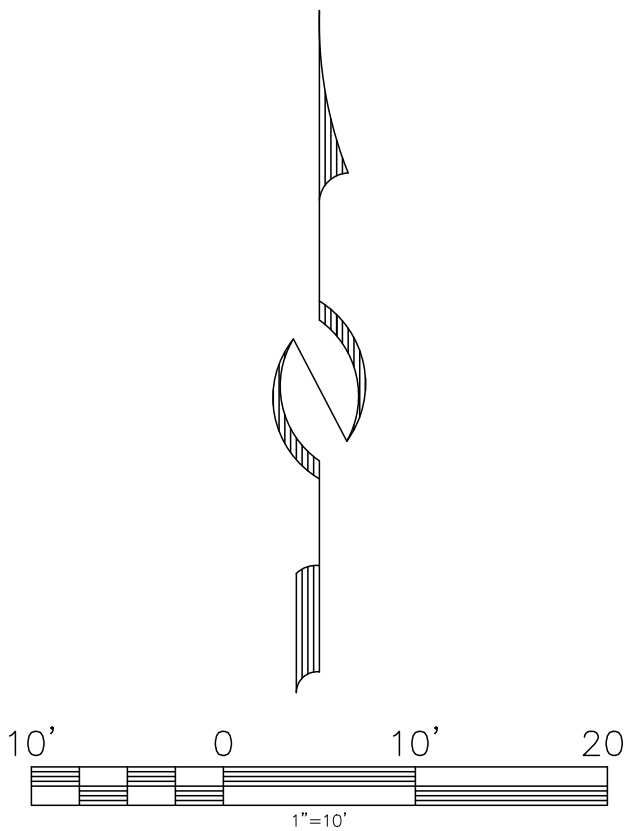
Residing in: _____

My commission expires: _____

Commission No. _____

NOTE

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2021-_____.



(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

909 WOODSIDE AVENUE PLAT AMENDMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

4/13/21 JOB NO.: 17-9-20 FILE: X:\SnydersAddition\dwg\srv\plat2020\170920.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS ____
DAY OF _____, 2021
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS ____
DAY OF _____, 2021
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____
DAY OF _____, 2021
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____
DAY OF _____, 2021
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF _____, 2021
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY
OF _____, 2021
BY _____
PARK CITY RECORDER

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS ____ DAY
OF _____, 2021
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

PARK CITY - BLOCKS 3, 10, 54, SECTION 16, T2S R4E, S.L.B. 8M.
SNYDERS ADDITION

NOTE: # REFERS TO
STREET ADDRESS

SUBJECT-
PROPERTY

SUMMIT COUNTY, UTAH

THE TOWN LIFT SITE
PHASE A

SCALE	
ONE INCH	40
BOOK	PAGE

OWNERSHIP MAP

909 WOODSIDE AVENUE
BLOCK 10, SNYDER'S ADDITION

FOR: JON HANGARTNER
JOB NO.: 17-9-20

FILE: X:\SnydersAddition\dwg\PlatExhibits\2020\909 woodside-ownership.dwg

SHEET
1
OF
1

STAFF:
MARSHALL KING
JACOB BETZER

64 **DATE:** 4/12/21



909 Woodside Avenue - front - looking southwesterly



909 Woodside Avenue - front - looking westerly



909 Woodside Avenue - rear - looking easterly



909 Woodside Avenue - rear - looking northeasterly

Brassey Co & Inc
145 Crestview Lane
Park City, UT 84098

WHEN RECORDED, MAIL TO:
(insert Owner name and address)

ENTRY NO. 01000905

08/15/2014 02:11:13 PM B: 2252 P: 1630

Easements PAGE 1/8

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 25.00 BY BRASSEY CO & INC



~~SA100 SA101~~

SA-100-101

SNOW SHED EASEMENT AGREEMENT

Cynthia Schwartz
Whereas, *Schwartz* ("Owner A") is the owner of certain real property located within Park City, Summit County, Utah, more particularly described as 909 Woodside, (insert legal description of property); and Park City, UT 84060

Louise Mahoney
Whereas, (AOwner B@) is the owner of certain real property located within Park City, Summit County, Utah, more particularly described as SA-102 909 Woodside Ave (insert legal description of property); and Park City, UT 84060

Whereas, Owner A desires to utilize a portion of Owner B=s property for snow shed area;

Now therefore, for mutual consideration, the sufficiency and receipt of which is hereby acknowledged, Owner A and Owner B agree as follows:

1. **Easement.** Owner B grants to Owner A, a perpetual Easement for snow shed area on the property more particularly described as:

(Insert legal description of easement area.)

The Easement is for the purpose of storing snow shed from the roofs of structure(s) on Owner A=s respective property. The Easements shall not affect calculation of Floor Area Ratios on the respective lots.

2. **Binding on Successors.** This agreement is intended to run with the land and shall be binding on the successors and assigns of both parties.

3. **Termination/Modification.** This agreement may be modified or terminated only by the written agreement of both parties.

DATED this 14 day of Aug, 2003.

OWNER A

Cynthia Schwartz
Print name: Cynthia Schwartz

OWNER B

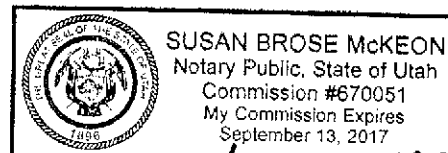
Louise Mahoney
Print name: LOUISE MAHONEY

STATE OF Utah)
COUNTY OF Summit) ss.

On the 14 day of August, ²⁰¹⁴ ~~2003~~, personally appeared before me Cynthia Schwaner
(OWNER A), who did say that she/he is the owner of the above-described property, and that the
foregoing Reciprocal Snow Shed Easement Agreement was signed and entered into on this date.

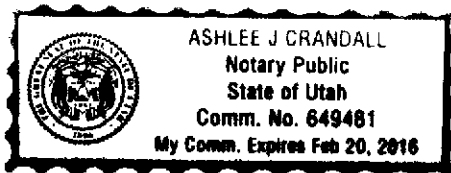
Susan Brose McKeon
Notary Public

STATE OF Utah)
COUNTY OF Summit) ss.

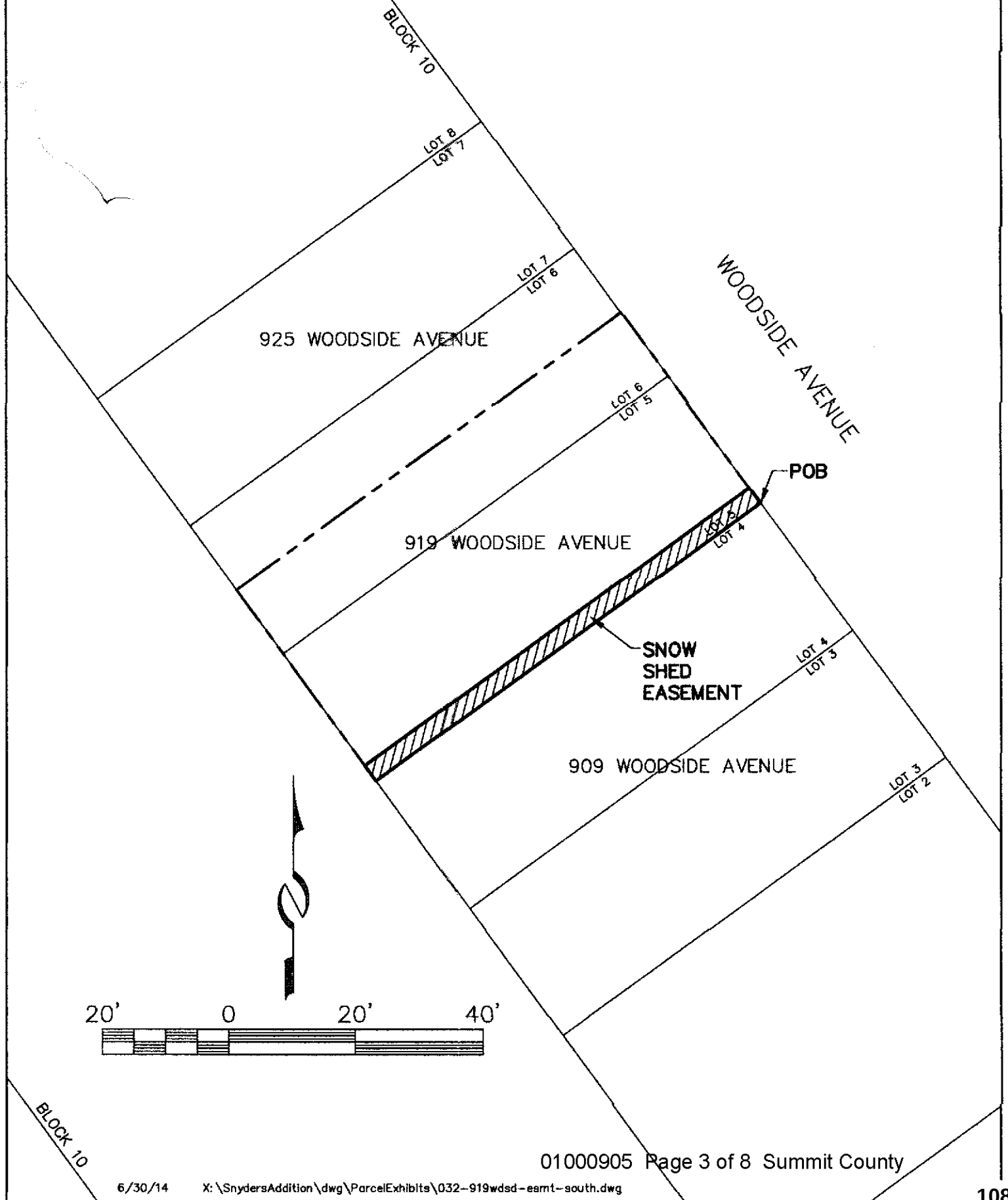


On the 17 day of July, ²⁰¹⁴ ~~2003~~, personally appeared before me Louise Mahoney
(OWNER B), who did say that she/he is the owner of the above-described property, and that the
foregoing Reciprocal Snow Shed Easement Agreement was signed and entered into on this date.

Ashlee J. Grandall
Notary Public



**SNOW SHED EASEMENT — 919 WOODSIDE AVENUE
BLOCK 10, SNYDER'S ADDITION TO PARK CITY SURVEY**



LEGAL DESCRIPTION
SNOW SHED EASEMENT ON 919 WOODSIDE AVENUE
June 30, 2014

A parcel of land located in the north half of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the northernmost corner of Lot 4, Block 10, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder, Summit County, Utah; and running thence along the north boundary of Lot 4 South $54^{\circ}01'00''$ West 75.00 feet to the westernmost corner of Lot 4, said point also being the southernmost corner of Lot 5, Block 10; thence along the southwesterly boundary of Lot 5 North $35^{\circ}59'00''$ West 3.00 feet; thence North $54^{\circ}01'00''$ East 75.00 feet; thence South $35^{\circ}59'00''$ East 3.00 feet to the point of beginning.

Description contains 225 sq ft

X:\SnydersAddition\Docs\Desc\032-919wdsd-esmt-south.doc

WHEN RECORDED, MAIL TO:

(insert Owner name and address)

SNOW SHED EASEMENT AGREEMENT

Whereas, Louise Mahoney ("Owner A") is the owner of certain real property located within Park City, Summit County, Utah, more particularly described as 919 Woodside Ave (insert legal description of property); and Park City, UT 84060

Whereas, Cynthia Schwardt (AOwner B@) is the owner of certain real property 909 Woodside located within Park City, Summit County, Utah, more particularly described as Park City, UT 84060 (insert legal description of property); and

Whereas, Owner A desires to utilize a portion of Owner B=s property for snow shed area;

Now therefore, for mutual consideration, the sufficiency and receipt of which is hereby acknowledged, Owner A and Owner B agree as follows:

1. **Easement.** Owner B grants to Owner A, a perpetual Easement for snow shed area on the property more particularly described as:

(Insert legal description of easement area.)

The Easement is for the purpose of storing snow shed from the roofs of structure(s) on Owner A=s respective property. The Easements shall not affect calculation of Floor Area Ratios on the respective lots.

2. **Binding on Successors.** This agreement is intended to run with the land and shall be binding on the successors and assigns of both parties.

3. **Termination/Modification.** This agreement may be modified or terminated only by the written agreement of both parties.

DATED this ____ day of _____, 2003.

OWNER A

Louise Mahoney
Print name: LOUISE MAHONEY

OWNER B

Cynthia Schwandt
Print name: Cynthia Schwandt

STATE OF Utah)
COUNTY OF Summit) ss.

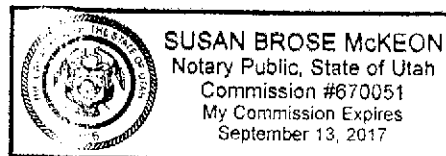
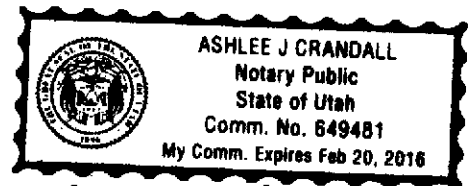
On the 17 day of July, ²⁰¹⁴~~2003~~, personally appeared before me Louise Mahoney
(OWNER A), who did say that she/he is the owner of the above-described property, and that the
foregoing Reciprocal Snow Shed Easement Agreement was signed and entered into on this date.

Ashlee J. Randall
Notary Public

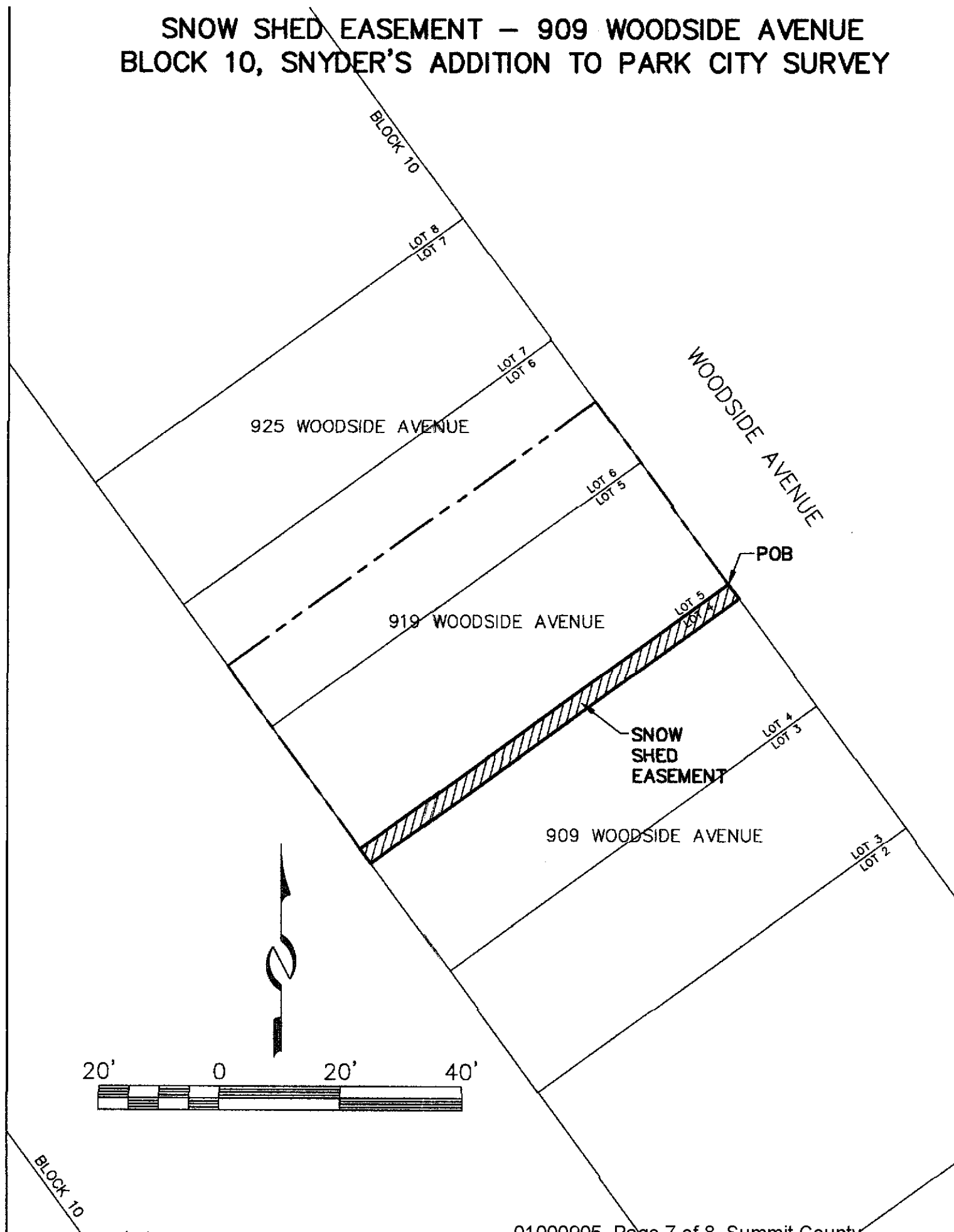
STATE OF Utah)
COUNTY OF Summit) ss.

On the 14 day of August, ²⁰¹⁴~~2003~~, personally appeared before me Cynthia Schwandt
(OWNER B), who did say that she/he is the owner of the above-described property, and that the
foregoing Reciprocal Snow Shed Easement Agreement was signed and entered into on this date.

Susan Brose McKeon
Notary Public



SNOW SHED EASEMENT — 909 WOODSIDE AVENUE
BLOCK 10, SNYDER'S ADDITION TO PARK CITY SURVEY



LEGAL DESCRIPTION
SNOW SHED EASEMENT ON 909 WOODSIDE AVENUE
June 30, 2014

A parcel of land located in the north half of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the northernmost corner of Lot 4, Block 10, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder, Summit County, Utah; and running thence along the northeasterly boundary of Lot 4 South 35°59'00" East 3.00 feet; thence South 54°01'00" West 75.00 feet to the southwesterly boundary of Lot 4; thence along the southwesterly boundary of Lot 4 North 35°59'00" West 3.00 feet to the westernmost corner of Lot 4, said point also being the southernmost corner of Lot 5; thence along the northerly boundary of Lot 4 North 54°01'00" East 75.00 feet to the point of beginning.

Description contains 225 sq ft

X:\SnydersAddition\Docs\Desc\033-909wdsd-esmt.doc

City Council Staff Report

Subject: 917 Empire Avenue
Application: PL-21-04816
Author: Spencer Cawley, Planner I
Date: July 1, 2021
Type of Item: Administrative – Plat Amendment



Recommendation

Review the 917 Empire Avenue Plat Amendment, hold a public hearing, and consider approving Ordinance No. 2021-31 based on the Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant: 4R Ranch, LLC, a Utah Limited Liability Company
Location: 917 Empire Avenue
Zoning District: Historic Residential
Adjacent Land Uses: Single-Family Dwellings; Multi-Unit Dwellings
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Acronyms

HR-1 Historic Residential – 1
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

On April 15, 2021, the Applicant submitted a complete Plat Amendment application to the Planning Department. The Applicant proposes removing an internal Lot line to create a single Lot containing 2,522 square feet. The Applicant has no current plans for construction or remodeling, but they would like to keep the option for construction at a future date undetermined.

On June 9, 2021, the Planning Commission unanimously forwarded a positive

¹ LMC [§ 15-7.1-2\(B\)](#).

recommendation with the following change:

- Finding of Fact 7 amended to replace Woodside Avenue with Empire Avenue

Background

The subject property located at 917 Empire Avenue, Lots 4 and 5 of Block 29, Snyder's Addition to Park City Survey, is in the Historic Residential – 1 (HR-1) Zoning District. The site is occupied by a Single-Family Dwelling built circa 1980. Although located within the Historic District, this Structure is categorized as historically Non-Contributory (see Exhibit B).



Figure 1: 917 Empire Avenue - Looking Westerly

Analysis

Plat Amendments require Planning Commission review and City Council Final Action.² The removal of a Lot line shall be approved in accordance with the procedures outlined in LMC [§ 15-7.1-2](#) and a Final Plat shall be approved in accordance with these

² LMC [§ 15-12-15\(B\)\(9\)](#).

regulations.³

(I) The proposed Plat amendment complies with the Historic Residential (HR-1) Zoning District Requirements.

The purpose of the HR-1 Zoning District is to preserve present land Uses and character of the Historic residential Areas of Park City, encourage the preservation of Historic Buildings and/or Structures, and define Development parameters that are consistent with the General Plan policies for the Historic core.⁴

The table below outlines the HR-1 Zoning District Lot Requirements:⁵

HR-1 Requirements	Analysis of Proposal
Minimum Lot Area: 1,875 square feet	Lot contains 2,522 square feet
Minimum Lot Width: 25 feet	Lot Width of 37' 5"
Lot Depth: 75'	Lot Depth of 75'
Maximum Building Footprint = (Lot Area/2) x 0.9 ^{Lot Area/1875}	The maximum Building Footprint for this Lot is 1,094 square feet
Front Setback: 10'	4': Historic Structures are exempt from setback requirements LMC § 15-2.2-4
Rear Setback: 10'	17' from rear Lot line
Side Setback: 3'	Northern side complies. This amendment will bring the southern side into compliance.
Building Height	27' from existing grade

³ LMC [§ 15.7.1-3\(D\)](#).

⁴ LMC [§15-2.2-1](#).

⁵ LMC [§ 15-2.2-3](#)

Below is a visual approximation of the Lot Setbacks if the Ordinance is adopted by the City Council.

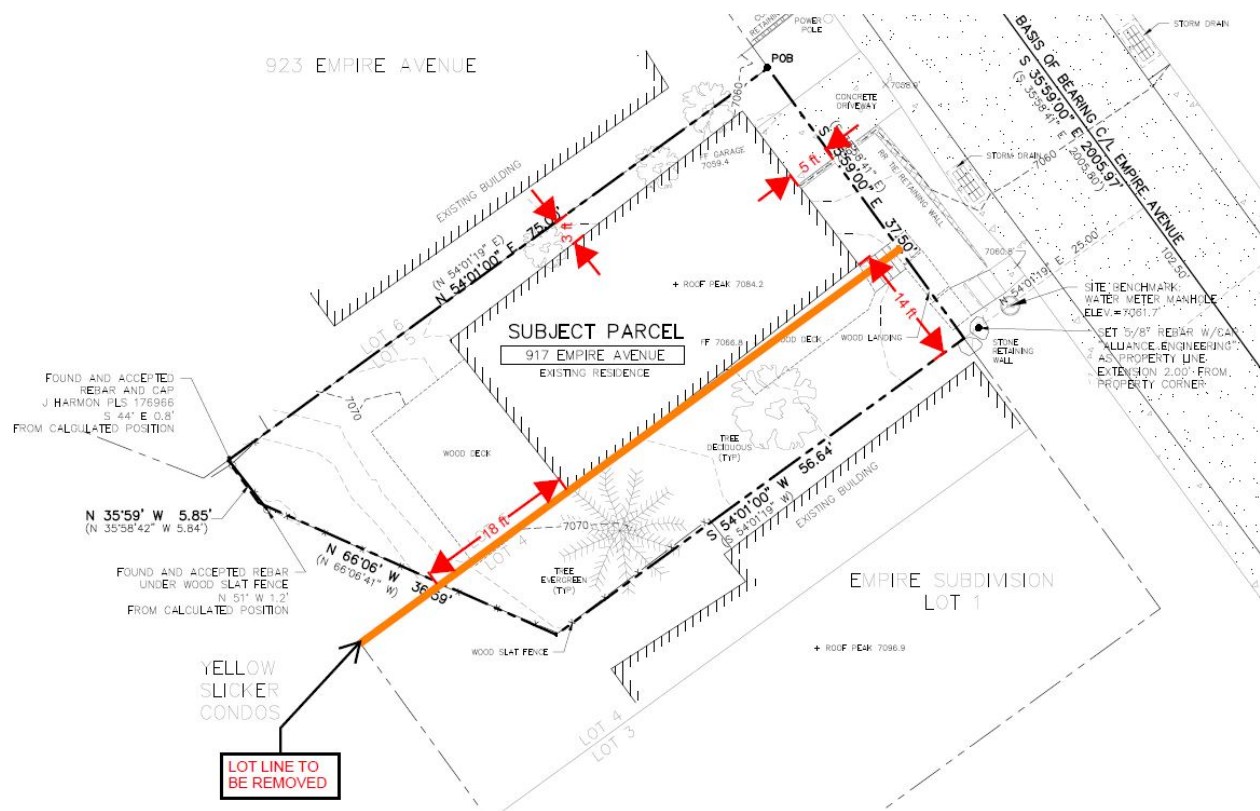


Figure 2: Representation of Setbacks and Lot Line to be Removed.

Architectural Review LMC [§ 15-2.4-8](#)

Prior to issuance of a Building Permit for any Conditional or allowed Use, the Planning Department shall review the proposed plans for compliance. Any proposed changes to the existing structure or future development will require the Applicant submit a Historic District Design Review Application to the Planning Department for review with compliance with LMC [Chapter 15-13](#) Design Guidelines for Historic Districts and Historic Sites.

(II) Staff finds Good Cause for removing the Lot line because (A) present land Uses and Character of the Historic residential Areas of the HR-1 Zoning District are retained, (B) no Public Street or Right-of-Way is vacated or amended, and (C) no easement has been vacated or amended.

Plat amendments shall be reviewed according to LMC [§ 15-7.1-6](#) *Final Subdivision Plat* and approval shall require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

Land Management Code [§ 15-15-1](#) defines Good Cause as “[providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and further the health, safety, and welfare of the Park City Community.”

A. The Historic Residential (HR-1) Zoning District Uses and Character of the residential Area is retained.

The purpose of the HR-1 Zoning District in part is to preserve land Uses and character of the Historic residential Areas of Park City and defines Development parameters that are consistent with the General Plan policies for the Historic Core.⁶

B. No Public Street or Right-of-Way is vacated or amended.

The Lot is accessed by Empire Avenue and the plat amendment does not vacate or amend any portion of Empire Avenue.

C. No easement is vacated or amended.

(III) The Development Review Committee met on May 18, 2021, reviewed the proposal, and did not identify any issues.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on May 24, 2021. Staff mailed courtesy notice to property owners within 300 feet on May 25, 2021. The *Park Record* published notice on May 26, 2021. LMC [§ 15-1-21](#).

Public Input

Staff did not receive any public input prior to or during the Planning Commission meeting on June 9, 2021. Staff did not receive any public input at the time this report was published.

⁶ LMC [§ 15-2.2-1](#)

Alternatives

- The City Council may adopt ordinance No. 2021-31; or
- The City Council may deny Ordinance No. 2021-31 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

- A: Ordinance 2021-31 and Proposed Plat
- B: Park City Survey Worksheet for Post-1930 Structures
- C: Aerial Photo
- D: Ownership Map
- E: Existing Conditions
- F: Site Photos
- G: Applicant Project Intent

Ordinance No. 2021-31

AN ORDINANCE APPROVING THE 917 EMPIRE AVENUE PLAT AMENDMENT, LOCATED AT 917 EMPIRE AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 917 Empire Avenue petitioned the City Council for approval of the 917 Empire Avenue Plat Amendment; and

WHEREAS, on May 26, 2021 notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on May 25, 2021, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on May 25, 2021, courtesy notice was mailed to property owners within 300 feet of the 917 Empire Avenue Plat Amendment; and

WHEREAS, on June 9, 2021, the Planning Commission reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, on June 29, 2021, the Planning Commission forwarded a positive recommendation for City Council's consideration on July 1, 2021; and

WHEREAS, on July 1, 2021, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code, including §15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.2 and 15-7.

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

SECTION 1. APPROVAL. The 917 Empire Avenue Plat Amendment at 917 Empire Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

Background:

1. The property is located at 917 Empire Avenue.
2. The property is listed with Summit County as Parcel number SA-306 and consists of a portion of Lots 4 and 5 in Block 29, Snyders Addition to Park City Survey in the Historical Residential (HR-1) Zoning District.
3. On April 15, 2021, the Applicant submitted a complete Plat Amendment application.
4. The proposed Plat Amendment removes the internal lot line to create one Lot of record containing 2,522 square feet.
5. The property was designated as Non-Contributory in April 1982 and is not a Historic

Structure.

6. No easement is vacated or amended as a result of the plat amendment.
7. The property is in the Historic Residential (HR-1) Zoning District.
8. The LMC regulates Lot and Site Requirements per LMC [§15-2.2-3](#).
9. A Single-Family Dwelling is an allowed Use in the HR-1 Zoning District and requires a minimum lot size of 1,875 square feet. The proposed Lot size is 2,522 square feet.
10. The minimum Lot width in the HR-1 Zoning District is 25 feet. The proposed Lot complies with this requirement.
11. The required Front Setback for Lot depths of 75 feet is ten feet (10'). The proposed Lot complies with this requirement.
12. The required Rear Setback is ten feet (10'). The proposed Lot complies with this requirement.
13. The required Side Setback is three feet (3'). The proposed Lot complies with this requirement.
14. The Maximum Building Footprint in the HR-1 Zoning District = $(\text{Lot Area}/2) \times 0.9^{\text{Lot Area}/1875}$. The maximum Building Footprint for this Lot is 1,094 square feet.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code, including LMC [Chapter 15-2.2](#) Historic Residential (HR-1) Zoning District and [LMC § 15-7.1-6](#) Final Subdivision Plat.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. A non-exclusive ten foot (10') public snow storage easement on Empire Avenue shall be dedicated on the plat.
5. Any new construction shall comply with the Land Management Code at the time of Application submittal.
6. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

7. The Applicant shall remove the railroad tie retaining wall located within the public right-of-way of Empire Avenue or an encroachment agreement for the private improvement shall be recorded with the County prior to recordation of the plat.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 1st day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

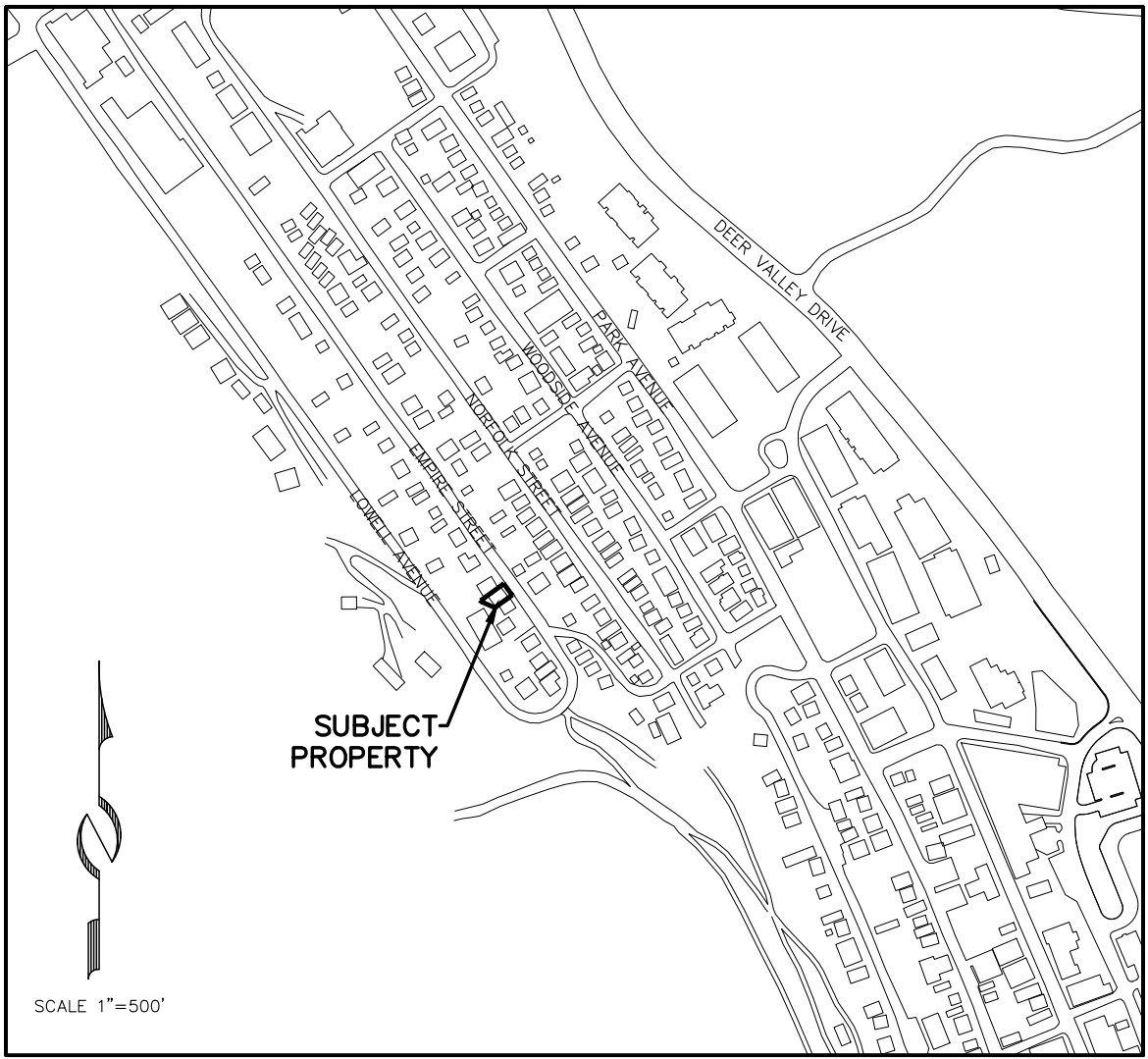
ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 - Plat

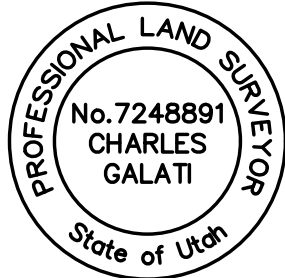
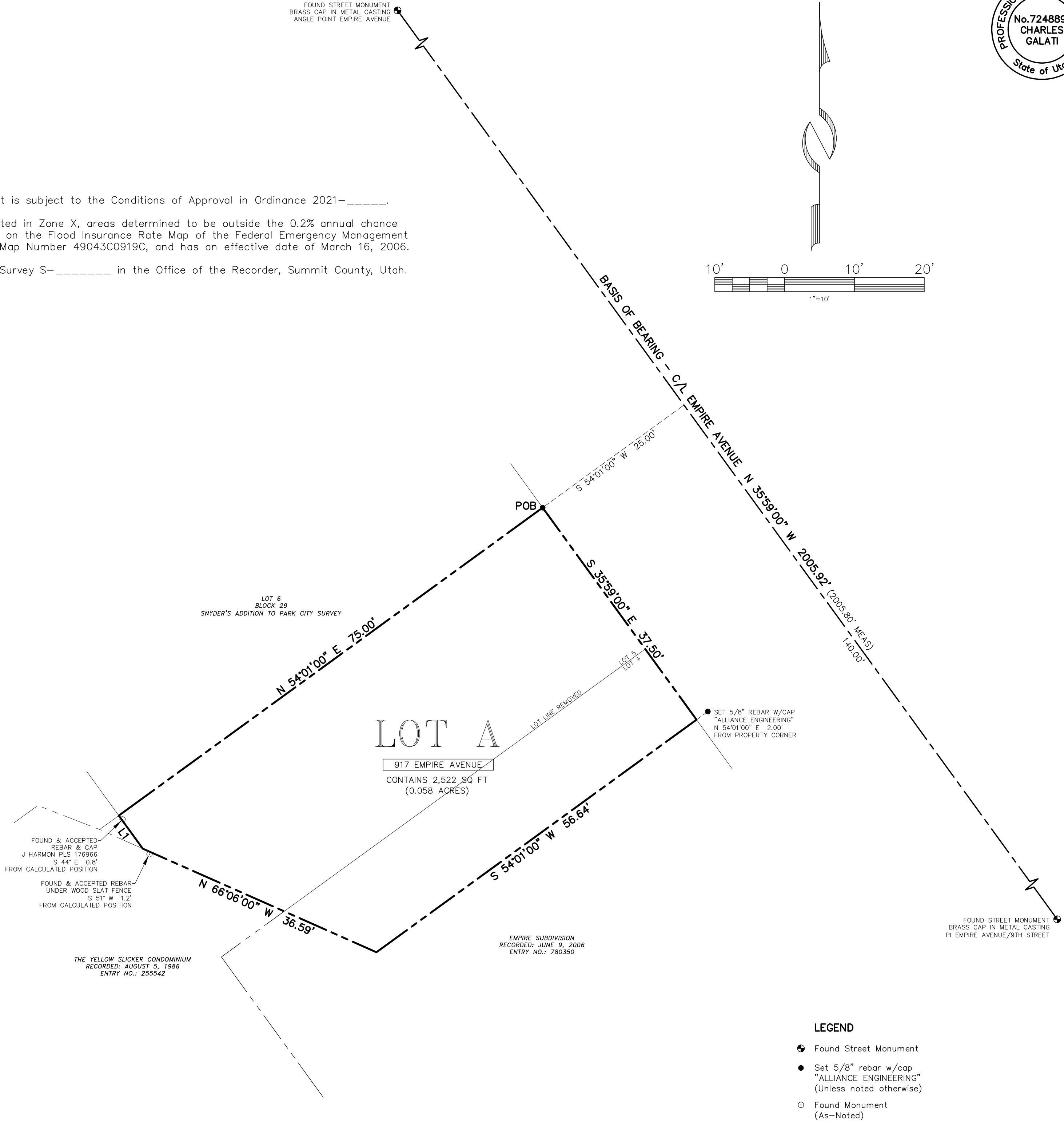


VICINITY MAP

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2021-_____.
2. The property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 919, Map Number 49043C0919C, and has an effective date of March 16, 2006.
3. Refer to Record of Survey S-_____ in the Office of the Recorder, Summit County, Utah.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 35°59'00" W	5.85



SURVEYORS CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into one (1) lot, hereafter to be known as 917 EMPIRE AVENUE PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

DEED DESCRIPTION

Beginning at the Northeast corner of Lot 5, Block 29, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, and running thence South 35°59' East 25 feet; thence South 54°01' West 64.6 feet; thence North 66°06' West 21.3 feet; thence North 35°59' West 6.3 feet; thence North 54°01' East 75 feet to the point of beginning.

Also:

That portion of the Northerly Half of Lot 4, Block 29, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof on file and of record in the office of the Summit County Recorder, lying Northeasterly of the Northeasterly Right of Way Line of Crescent Mining Company Tramway.

BOUNDARY DESCRIPTION

A parcel of land located in the north half of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point North 35°59'00" West 140.00 feet and South 54°01'00" West 25.00 feet from a found street monument at the intersection of Empire Avenue and Ninth Street, said point also being the northernmost corner of Lot 5, Block 29, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder, Summit County, Utah, said point being on the easterly boundary of said Block 29; and running thence coincident with Block 29 South 35°59'00" East 37.50 feet to the northernmost corner of Empire Subdivision, recorded June 9, 2006, as Entry No. 780350 in the Office of the Recorder, Summit County, Utah; thence coincident with the northerly boundaries of Empire Subdivision and the first amendment to The Yellow Slicker Condominium, recorded August 5, 1986, as Entry No. 255542 in the Office of the Recorder, Summit County, Utah the following two (2) courses: 1) South 54°01'00" West 56.64 feet; thence North 66°06'00" West 36.59 feet to the southwesterly boundary of Lot 5, Block 29, Snyder's Addition to Park City Survey; thence coincident with the southwesterly boundary of Lot 5 North 35°59'00" West 5.85 feet to the westernmost corner of Lot 5; thence coincident with the northerly boundary of Lot 5 North 54°01'00" East 75.00 feet to the point of beginning.

The basis of bearing for the above description is North 35°59'00" West 2005.80 feet coincident with the center line of Empire Avenue between found street monuments at the intersection of Empire Avenue and Ninth Street and the angle point of Empire Avenue adjacent to Block 19, Snyder's Addition to Park City Survey.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be unified into one lot of record, together with easements as set forth to be hereafter known as 917 EMPIRE AVENUE PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over any public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2021.

4R Ranch, LLC, a Utah limited liability company

By: _____
Mark Rodeheaver, Manager

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this _____ day of _____, 2021, Mark Rodeheaver personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of 4R Ranch, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed 917 EMPIRE AVENUE PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____

917 EMPIRE AVENUE PLAT AMENDMENT

LOCATED IN BLOCK 29, SNYDER'S ADDITION TO PARK CITY SURVEY
IN THE NORTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

4/8/21 JOB NO.: 8-2-21 FILE: X:\SnydersAddition\dwg\srcv\plat2021\080221.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2021
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2021
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2021
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2021
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____, 2021
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2021
BY _____
PARK CITY RECORDER

PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY
OF _____, 2021
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____

PARK CITY SURVEY WORKSHEET FOR POST-1930 STRUCTURES:

SITE NO. 285

Name of site _____ Subdivision _____
 Address 917 Empire Block _____ Lot(s) _____
 Owner _____ Present Zoning HR-1
 Owner Address _____ Use residential

PRIMARY STRUCTURE

View east facade



Date of photo 2/82
 Negative File 7/17

SIGNIFICANCE OF SITE TO DISTRICT: Non-Contributory X Contributory _____

NOTE: Most post-1930 buildings are categorized as non-contributory.

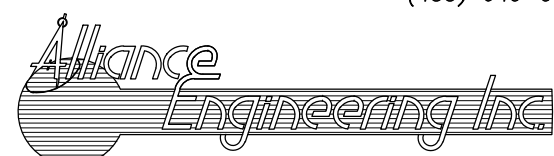
Comment: _____

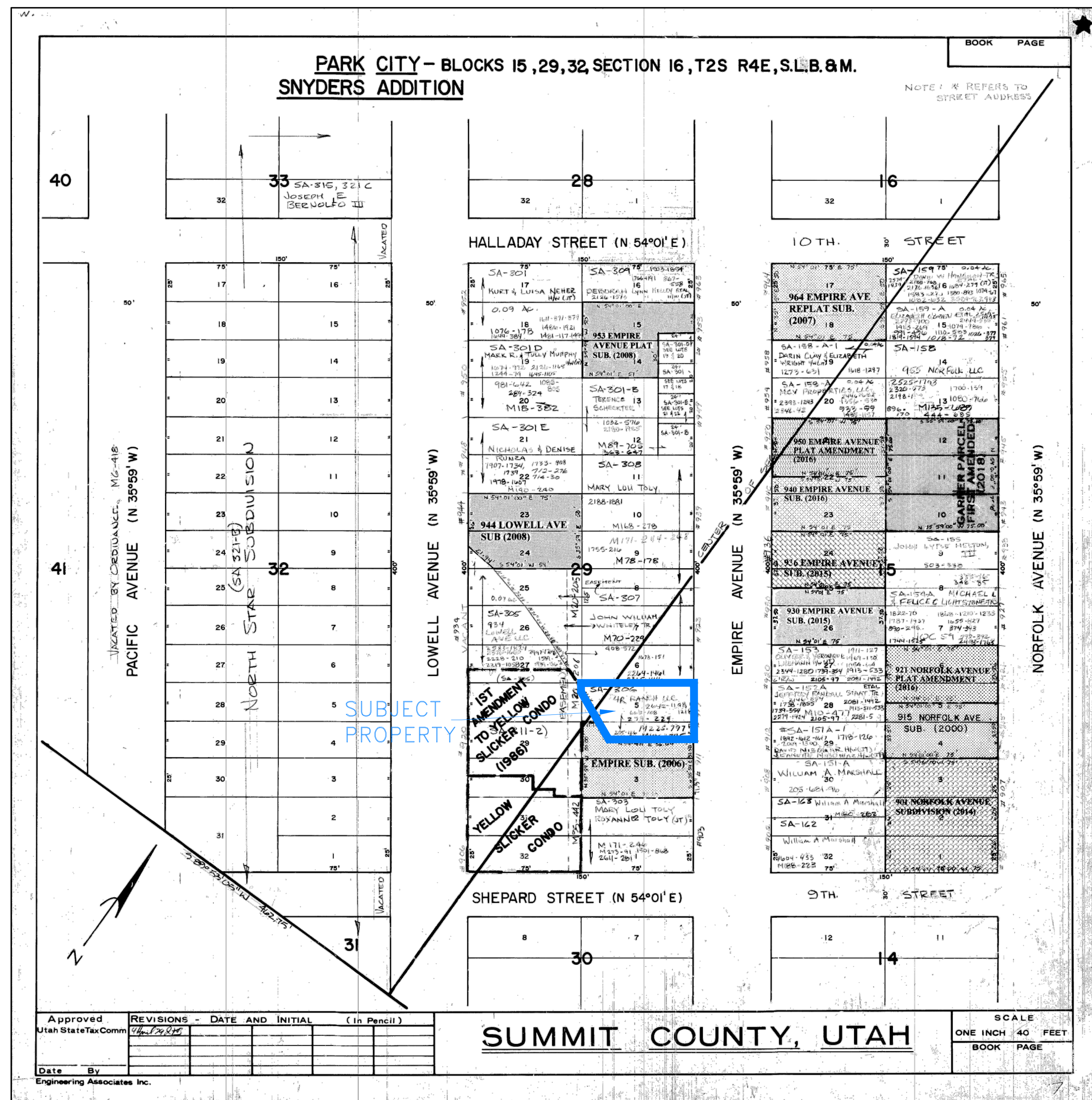
Form completed by: Ellen Beasley Date: April, 1982

Beasley/February 1982



SUBJECT
PROPERTY

 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467	STAFF: MARSHALL KING JACOB BETZER	AERIAL PHOTOGRAPH 917 EMPIRE AVENUE BLOCK 29, SNYDER'S ADDITION FOR: MARK RODEHEAVER JOB NO.: 8-2-21 FILE: X:\SnydersAddition\dwg\Exhibits\917 empire-ortho	SHEET 1 OF 1
	DATE: 3/23/21			

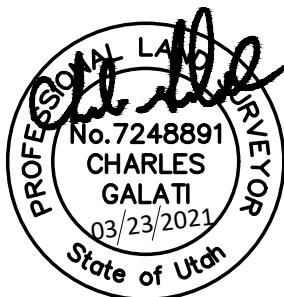


917 EMPIRE AVENUE

LOCATED IN THE NORTH HALF OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
A PORTION OF LOTS 4 AND 5, BLOCK 29
SNYDER'S ADDITION TO PARK CITY
RECORD OF SURVEY
SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.



LEGAL DESCRIPTION

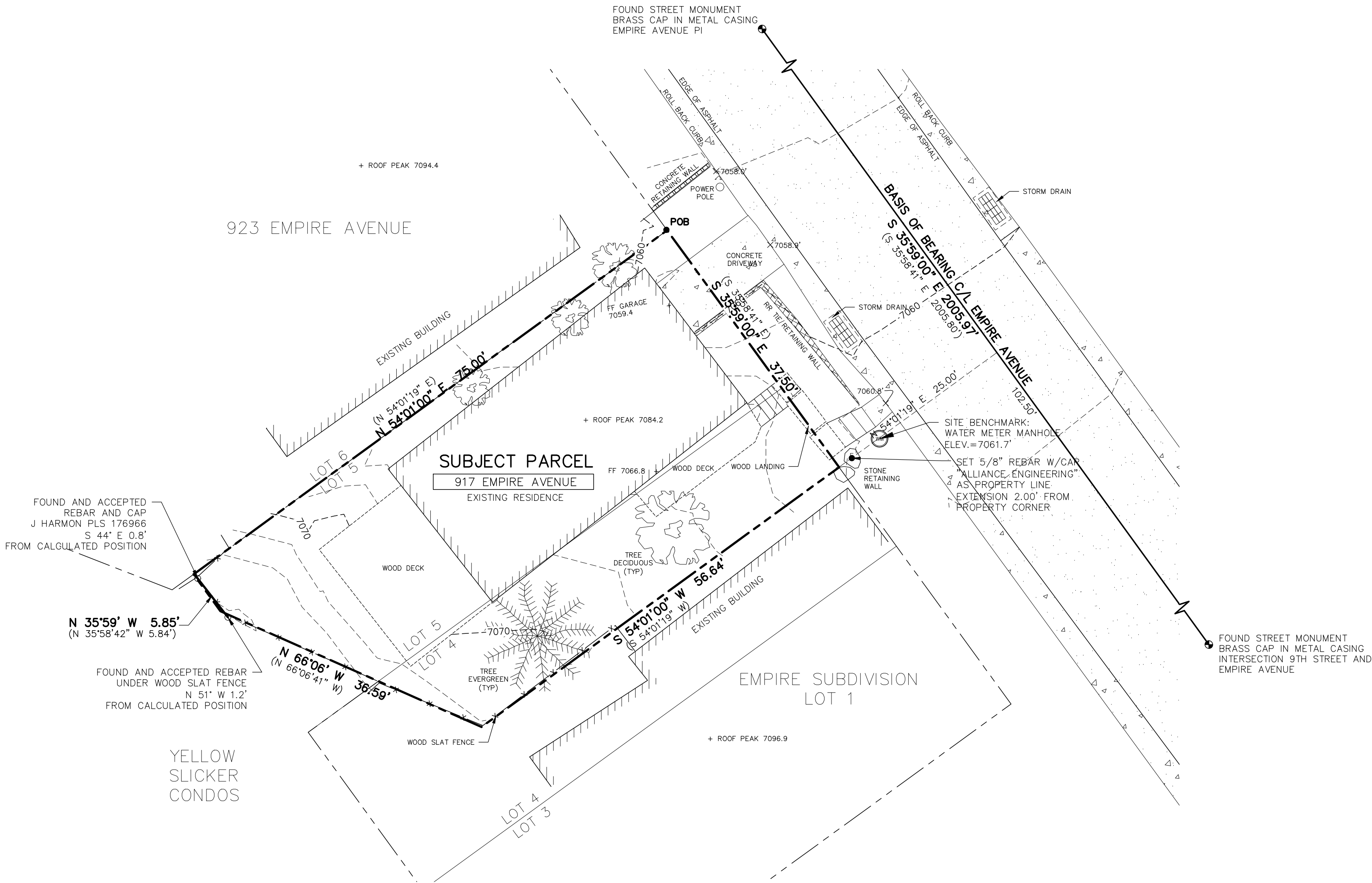
Beginning at the Northeast corner of Lot 5, Block 29, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof, on file and of record in the office the Summit County Recorder, and running thence South 35°59' East 25 feet; thence South 54°01' West 64.4 feet; thence North 66°06' West 21.3 feet; thence North 35°59' West 6.3 feet; thence North 54°01' East 75 feet to the point of beginning.

Also:

That portion of the Northerly Half of Lot 4, Block 29, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof on file and of record in the office the Summit Count Recorder, Lying Northeasterly of the Northeasterly Right of Way Line of Crescent Mining Company Tramway.

NARRATIVE/NOTES

1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
2. Field work for this survey was performed March 8, 2021, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform a Boundary, Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and no easements were located as part of this survey. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, EMPIRE SUBDIVISION AN AMENDMENT TO BLOCK 29, SNYDER'S ADDITION TO THE PARK CITY SURVEY, LOT 3 AND A PORTION OF LOT 4 ENTRY NO. 780350, THE YELLOW SLICKER CONDOMINIUM ENTRY NO. 158215, FIRST AMENDMENT TO THE YELLOW SLICKER CONDOMINIUM ENTRY NO. 255542, Records of Survey S-2720, S-5985, S-1693 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
6. Site Benchmark: Water meter manhole, Elevation=7061.7' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found or set as shown.
9. Snow coverage at the time of the survey was approximately 1-2 feet. As a result, monuments, improvements, and/or conditions may exist which are not shown on this survey.
10. Measured bearings and distances, when different than record, are shown in parenthesis. ()
11. The portion of the Legal Description regarding lot 5 does not mathematically close.



AS-SURVEYED BOUNDARY DESCRIPTION

A parcel of land located in the north half of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point North 35°59'00" West 140.00 feet and South 54°01'00" West 25.00 feet from a found street monument at the intersection of Empire Avenue and Ninth Street, said point also being the northernmost corner of Lot 5, Block 29, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the Office of the Recorder, Summit County, Utah, said point being on the easterly boundary of said Block 29; and running thence coincident with Block 29 South 35°59'00" East 37.50 feet to the northernmost corner of Empire Subdivision, recorded June 9, 2006, as Entry No. 780350 in the Office of the Recorder, Summit County, Utah; thence coincident with the northerly boundaries of Empire Subdivision and the first amendment to The Yellow Slicker Condominium, recorded August 5, 1986, as Entry No. 255542 in the Office of the Recorder, Summit County, Utah the following two (2) courses: 1) South 54°01'00" West 56.64 feet; thence North 66°06'00" West 36.59 feet to the southwesterly boundary of Lot 5, Block 29, Snyder's Addition to Park City Survey; thence coincident with the southwesterly boundary of Lot 5 North 35°59'00" West 5.85 feet to the westernmost corner of Lot 5; thence coincident with the northerly boundary of Lot 5 North 54°01'00" East 75.00 feet to the point of beginning.

The basis of bearing for the above description is North 35°59'00" West 2005.80 feet coincident with the center line of Empire Avenue between found street monuments at the intersection of Empire Avenue and Ninth Street and the angle point of Empire Avenue adjacent to Block 19, Snyder's Addition to Park City Survey.

Description contains 2,522 sq ft = 0.058 acres

LEGEND

- Found Monument (As-Noted)
- Found Street Monument (As-Noted)
- Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: CHARLES GALATI CHIP TOMSUDAN TOM LUND JASON WYNNE TIM WILSON	EXISTING CONDITIONS & TOPOGRAPHIC MAP 917 EMPIRE AVENUE, PARK CITY, UTAH		SHEET 1 OF 1
	DATE: 3/23/21	FOR: MARK RODEHEAVER		
		JOB NO.: 8-2-21		
		FILE: X:\SnydersAddition\dwg\sr\svr\svry2021\080221-917 Empire\080221-917 Empire.dwg		



917 Empire Avenue - rear - looking easterly



917 Empire Avenue - rear - looking northeasterly



917 Empire Avenue - rear - looking north



917 Empire Avenue - front - looking westerly



917 Empire Avenue - front - looking southwesterly

SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 29,
PART OF LOTS 4 and 5

(917 Empire Avenue)

March 31, 2021

PROJECT INTENT

The property at 917 Empire Avenue is in Block 29, Snyder's Addition to Park City Survey and consists of a portion of Lots 4 & 5 and is currently occupied by a single family residence. The owner is submitting this plat amendment application with the goal of removing the internal lot line and creating a single-lot of record. There are no plans for construction or remodeling at this time, but due to the lengthy process of completing a plat amendment to recordation, they would like to have the process complete before construction commences at a later and undetermined date.

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Minda Stockdale

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Enter into a Professional Services Agreement with MUNIRevs INC. for Short Term Rental Inventory, Compliance, Analytic Services, and a Business License Administration Portal in a Form Approved by the City Attorney, Not to Exceed \$122,880

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Short Term Rental Service Agreement Staff Report](#)

[Exhibit A: LODGINGRevs Service Agreement](#)

[Exhibit B: MUNIRevs dba LODGINGRevs Proposal](#)

[Exhibit C: Park City Summit County Nightly Rental Memorandum of Understanding](#)

City Council Staff Report

Subject: Short Term Rental Inventory, Compliance, Analytics, and Business License Administration
Author: Minda Stockdale
Department: Executive
Date: July 1, 2021
Type of Item: Administrative

Recommendation

Authorize the City Manager to enter into a Professional Services Agreement between Park City Municipal Corporation and MUNIRevs INC. for Short Term Rental (STR) Inventory, Compliance, Analytic Services, and a Business License Administration Portal in a form approved by the City Attorney, not to exceed \$122,880.

Executive Summary

Along with many resort communities, Park City has grappled with the unprecedented growth of STRs, which contribute to the City's resort economy but also cause myriad impacts to the community and neighborhoods if not properly regulated. Park City Municipal (City) collaborated with Summit County to select MUNIRevs INC. (LODGINGRevs) to identify all short-term rentals operating in Summit County, both licensed and unlicensed, and to create online portals to document complaints as well as to process all of the City's business licenses and renewals, including nightly rentals. Summit County will pay, through a separate agreement, for their portion of the contract.

Background

In December 2018, the City entered into a contract with Host Compliance to monitor STRs and address business license compliance ([Staff Report](#); [Minutes](#), p. 6) and discussed a market assessment in January of that year ([Staff Report and Minutes](#)). The contract with Host Compliance ended in December 2020 with mixed results: 212 properties were brought into compliance over 24 months. With the goal of being more aggressive in minimizing impacts on the community of STRs, staff expanded the scope of a new RFP to include a dedicated 24-7 bilingual complaint hotline, centralized online complaint database and dashboard with property owner representative information, and portal for new and renewal of all business licenses ([Staff Report](#); [Minutes](#), p. 1-3).

Analysis

Recent experience has taught us that a dynamic approach is needed to tackle the growing and diverse challenges that STRs pose in the State of Utah, where enforcement must be complaint-based due to State legislation. The LODGINGRevs system centralizes feedback received across departments through the public online

complaint form and 24/7 Complaint Hotline and allows customized e-notifications and printed letters. Additionally, the Online Nightly Rental/Business Licensing Portal will automate the licensing process City-wide, hopefully making the licensing process easier and more efficient for customers.

Consultant Selection Process

Executive, Economic Development, Planning, Business Licensing and County Assessor staff participated in the selection committee. Staff developed a scope of work for STR inventory, outreach, and analysis. Using the City's standard procurement process, Staff requested and received proposals from five qualified firms. Based on two internal reviews and focused interviews, MUNIREvs INC. and their internal STR system LODGINGRevs, a regional expert in STR monitoring and compliance solutions, is the unanimous recommendation.

Funding

The City Council approved \$100,000 as part of the FY22 budget process for this project. A Memorandum of Understanding with Summit County specifies they will reimburse PCMC for the County's portion of services in the amount of \$21,000. The remaining costs will be covered within the existing Executive Department operating budget.

Attachments

Exhibit A: Contract between PCMC and MUNIREvs INC. with Scope of Work

Exhibit B: [LODGINGRevs proposal](#)

Exhibit C: Memorandum of Understanding between PCMC and Summit County

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT -
CYBER**

This Service Provider/Professional Services Agreement - Cyber (the "Agreement") is made and entered into as of this ____ day of _____, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and MUNIREvs INC., a Colorado corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed One Hundred Twenty Two Thousand and Eight Hundred Eighty Dollars (\$122,880.00).

Service Provider shall abide by the requirements in Exhibit "B "Technology Support, Infrastructure & Security" which is attached hereto and incorporated herein.

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30th, 2022 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 C,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 Service Provider takes full responsibility for the quality of work on the project under Section 10E by their employees and subcontractors.

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:

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

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

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

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

- E. Data Breach and Privacy/Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Five Million Dollars (\$5,000,000) per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.

- F. Technology Errors and Omissions Insurance with a limit of no less than Five Million Dollars (\$5,000,000) for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;
- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis Or Design;
- Training; and
- Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft. It is acceptable that the Data Breach and Privacy / Cyber Liability

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Insurance and Technology Errors and Omissions insurance be provided on the same policy. All policies must include a waiver of subrogation in favor of the City.

- G. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- H. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- I. For any claims related to this Service Provider/Professional Services Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. NONDISCRIMINATION.

- 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 any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

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

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

21. ENTIRE AGREEMENT.

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

22. COUNTERPARTS.

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

23. ELECTRONIC SIGNATURES.

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

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
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MUNIRevs INC., a Colorado corporation
27696 Highway 145
Dolores, CO 81323

Tax ID#: 45-2675585
PC Business License# BL_____

Signature

Printed name

Title

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

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2021, _____ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ (Title or Office) of MUNIREvs INC., a Colorado corporation, and that said document was signed by him/her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that he/she executed the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT – CYBER.

Notary Public

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2021, at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A” SCOPE OF SERVICES

Monitor Internet Ad listings (City + County)

Use enhanced automation to pull in internet ad listings from more than 30 of the most important short-term rental listing platforms (Airbnb, Vrbo, FlipKey, Craigslist, etc.). Use proprietary data mining technology to gather details from every listing, including property type, listing contact, amenities, reviews and more. Scrapes all sites twice a week and pull ad data into the database. LODGINGRevs understands the State of Utah does not allow a jurisdiction to use internet advertisements to cite, fine or begin enforcement or code violation process.

Completing Initial Census and Identification (City + County)

Deliver on average 98% property matching after the initial census. Achieve nearly 100% verified property matches on new ad listings data which comes into the database twice a week. Use ad listing to accurately property match and ensure that the right letter/e-notification for the right compliance status is sent to the correct property owner/manager every time.

Determine Property Compliance Status (City + County)

Assign a dedicated LODGINGRevs Account Manager that will serve as the primary point of contact for City staff. Account Manager will provide support and feedback from the very first kickoff meeting. Account Manager to work closely with City staff to develop a thorough understanding of the local ordinances and community goals to build logic into the system that automatically determines compliance statuses of properties and listings as they come into the database. The compliance statuses align directly with the granular details of the local ordinance and determine the appropriate outreach template:

- Zoning boundaries and their subcategories (i.e., Residential Development (RD), HR-1 vs. HRL-3 zones, CUP boundaries, etc.)
- License status compliance
- Professionally managed vs. owner managed
- Complaints and nuisance violations including online complaint forms (described below)

Targeted Outreach and Notifications (City + County)

Assist Park City to issue batch notifications based on compliance status, zoning, property type, specific owner/manager, etc. The details compiled in the database are used to quickly populate the smart fields within notification templates that Park City will design with our team. The City and County are then able issue e-notifications and track the open rates or print letters to send physical mail.

Park City and Summit County Individual Property Data and Compliance Databases

Property Physical Address Owner Mailing Address
Property Type (Whole House vs. Condo) Operator Name
Property Amenities Operator Contact Information
Owner Name Platform(s) where Property is Listed
Number of Rooms Parcel Record/GIS data

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License Status Average Daily Rate*

Days booked from today* Volume and Trend*

Advertised vs Max Occupancy* Rating* (to be added for Park City)

**=Requested as additional nightly rental metrics*

Unlimited Support and Dedicated Account Manager (City + County)

Assign a Park City Account Manager to provide the best client engagement and support in the industry and ensure communication and deliverables are as efficient as possible. The Account Manager serves as the City administration's primary point of contact and provides responsive and thorough training and resolution on all support inquiries from City staff and business users.

Online Complaint Form (City + County)

Make the online complaint form available to the public to submit their nightly rental related complaints. When a complaint form is submitted, it enters the centralized online complaint database. This database functions as a code enforcement dashboard and offers additional reporting functions. The online complaint form will enable the City to collect the following information directly in the LODGINGRevs compliance dashboard:

24/7 Complaint Hotline Module

- Live, bilingual, US-based operators who receive complete training on the Park City workflow
- Supports customized scripts and progressions for operators that can be updated as necessary to fit City's needs
- Fully integrated into compliance dashboard so inbound complaints are accurately matched to identified properties

The hotline is based in the US and operators are trained on the call script and custom progression designed by the Park City staff. For example, after an inbound noise complaint the operator might make three outreach calls and texts to the property owner. If there is no response from the property owner, the operator can notify the on-call code enforcement member or Police Department.

The complaints module aggregates all complaints received on a property from any source. Whether the complaint is logged via our online complaint form (that can be embedded on the City's site), or through the 24/7 bilingual phone hotline, all complaints for each property are logged within the system.

The database includes tracking methods for complaints and actions taken regarding each short-term rental, including:

- Date, time and reported concern for any complaints lodged against a short-term rental location
- Name and contact information for persons lodging complaints against a short-term rental location
- All relevant information regarding complaints, including but not limited to documents, photographs, and audio and video recordings
- Copies of any correspondence with short-term rental operators
- Copies of all notifications and notices

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Online Form Complaints – Included in Nightly Rental Compliance and Identification Module

• Problem property street address • Complaint reason (trash, noise, parking, etc.) • Contact information from complainant • Description of complaint • Audio, video and image uploads

Portal to Administer Nightly Rental and/or All Business Licenses (New and Renewal)

Online Nightly Rental/Business Licensing Portal and Dynamic Admin Approval Deliverables

- Online business owner/manager task portal for new and renewal registration
- Registration process includes user prompts to complete online forms, document uploads, informational messages, auto-calculated fee and payment processing interface
- Automated reminder notifications and easily customizable notification templates
- Custom application approval workflows, capable of interdepartmental collaboration on one approval; ability to append workflow
- All reporting of license data can be exported anytime in Excel/CSV format
- Mobile compatible

Online Portal Overview

Automate the City's 7 types of business licenses, including the nightly rental license, through the MUNIRevs portal system.

- General Business License • Nightly Rental License • For Hire Ground Transportation License
- Convention Sales License • Solicitation License • Liquor License • Special Event Temp Liquor License

Design a custom workflow will be designed for each to automate and streamline the entire process. There will be specific tasks within each workflow including info messages, document uploads, information forms and auto-calculated fees. Once completed by the business user, these workflows will proceed to a designated approval process where multiple departments can contribute to the approval process prior to granting final approval. City Staff are also capable of appending workflow and reassigning it back to the business user as an outstanding task.

Automated Reminders

The business licensing portal, powered by the MUNIRevs automation system, ensures that business owners are always assigned the correct administrative tasks and assessed the proper liabilities. Any incomplete task is presented to the business in their Business Center, and our system sends reminders for open tasks as well. The Notifications Module, discussed previously, allows the City to easily send notices to businesses for incomplete items using our smart field templates to ensure the business owner has all the correct legal information and details to become compliant.

License Workflow Design

Allow for customized licensing requirements and nimble changes in the future should Park City decide to make changes to its ordinance through dynamic workflows based on business type. Payments can be processed at the final step of a workflow that includes a fee. Methods of payment include ACH credit, echeck and credit card. As a best practice, we encourage the City to pass credit card convenience fees

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

onto the business user so that the City does not incur the costs and users are incentivized to pay through less costly means.

Business Action Center

Manage and store all necessary short-term rental tasks and allow for workflows to be assigned to business owners directly through the business's Action Center (see below). The Action Center automatically guides the business user to the next required task in their workflow. Whether it is a license renewal or an application workflow, we make it easy to understand what is required next for their compliance with your community. In addition, we send email reminders to a verified email address selected by the user, to remind them where they left off, with a secure link to log back into the system to complete the next item.

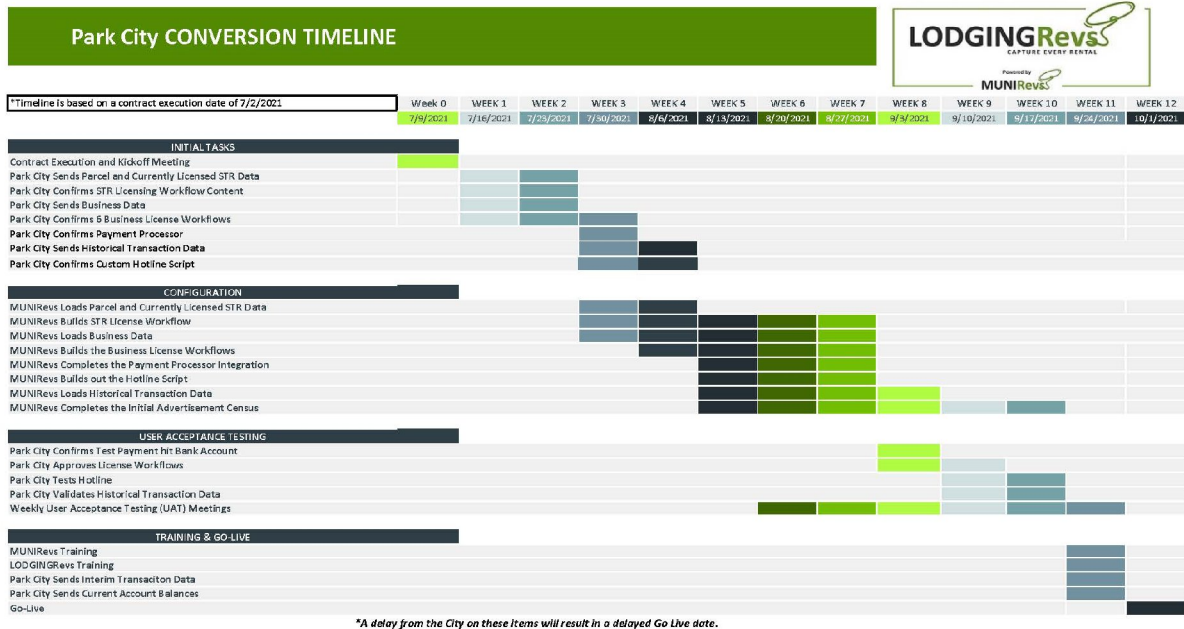
Administration Approvals and Renewal Settings

Allow staff members to review submitted documentation and enables easy-to use inter-departmental collaboration (including building or fire department inspection form, account edits and customized business owner outreach). Automation system then follows the City's unique rules for renewals and presents the renewal workflow to all businesses in the Business Center at the frequency that matches your rules. Workflows for new business applications, new licenses and license renewals can all contain unique tasks that are specific to that phase of the business's journey. Set up the parameters, but City staff can customize the process for each registration and inspection, or our support staff can do it for you. These tools allow our platform to be nimble and change with you as new ordinances or compliance requirements are necessary, create the STR tasks for renewals with reminders according to the custom needs of Park City, and filter to open tasks, providing City staff and the LODGINGRevs team with the capability to filter to delinquent/expired registration tasks, which enables direct notifications to be sent from the report.

Itemized invoicing

Invoice based on the modules selected by the client and supported by our system and team (see below). We do not bill based on properties that come into compliance. However, should the City select LODGINGRevs to provide a nightly rental licensing portal, the City will have full access to live license application data and reporting tools. This includes a license inventory report that displays owners/operators have logged in to the system, started a new or renewal application, completed an application, or have an application pending approval in the last month. The City can run these reports each month to track the rate at which owner/operators are coming into compliance.

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Updated 6/24/2021

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Park City Pricing Details

The preceding MUNIRevs|LODGINGRevs response should serve as a demonstration of our commitment to providing our clients with the best technology and customer service available. We understand that Park City is looking to make up ground in nightly rental compliance and streamline its business licensing process.

The pricing schedule below is structured to reflect the confidence we have in our ability to deliver timely results consistent with the goals of Park City. We are certain that the City and County will enjoy the same level of service and success as our other client communities that have converted to MUNIRevs|LODGINGRevs from similar circumstances.

Modules	One-Time Implementation	First 6 Months	6 Months After Go Live	Year 2 Pricing
Nightly Rental Identification, Monitoring and Compliance	\$15,000	\$3,500/month	\$2,625/month (25% discount)	\$2,362.50/month (Additional 10% discount)
Nightly Rental License Portal	\$2,200	\$4,375/month	\$3,500/month (25% discount)	\$3,150/month (Additional 10% discount)
24/7 US-Based Complaint Hotline	\$875	\$500/month	\$500/month	\$500/month
Business Licensing 6 total custom license workflows	\$8,200	\$990/month	\$990/month	\$990/month
Totals	\$26,275 \$0 (100% discount)	\$9,365/month	\$7,615/month	\$7,002.50/month

Year	Total
Year 1	\$128,155
Year 1 100% Implementation Discount Applied	\$101,880
Year 2	\$84,030

Pricing Details to Include Summit County Solution

Modules	First 6 Months	6 Months After Go Live	Year 2 Pricing
Nightly Rental Identification, Monitoring and Compliance	\$2,000/month	\$1,500/month (25% discount)	\$1,350/month (Additional 10% discount)
Totals	\$12,000 Months 1-6	\$9,000 Months 6-12	\$16,200 Year 2 Total

Year	Total
Year 1	\$21,000
Year 2	\$16,200

Monthly billing of annual ongoing fees commences at the lesser of 1) the completion of implementation or 2) 45 days after contract signature date.

The above ongoing fees for per property pricing will be locked in for the first year of the contract and two additional one-year renewal options. Above pricing assumes ~3,500 properties and ~14,000 advertisements within Park City's jurisdiction. ~2,000 properties and ~8,000 advertisements within the unincorporated Summit County Jurisdiction.

Additional Workflow Cost: \$2,200/workflow

*Payment Processing: Jurisdiction contracts directly with gateway and payment processor. Fees are ~\$.40 per e-check plus statement and gateway fees of \$20/month. Credit card fees are also competitive rates but we can implement an automatically collected credit card convenience fee to offset these fees, if desired.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “B”

Technology Support, Infrastructure & Security

1. Definitions

“

City Data” / “information” is any data provided, shared, created or managed by the City.

“Service Provider” Is the contract holder that manages employees, contractors or affiliates having access to Park City Municipal Corporation infrastructure or data for specific defined purpose.

“Process, Processed, or Processing” means any operation or set of operations performed upon City Data, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

“Data Masking” The process of modifying records to conceal City Data, especially when such records are copied from a production environment to a non-production environment.

“The Information Technology Department” is responsible for the administration of this policy. If you have any questions regarding this policy, please contact the Information Technology Department 435-615-5123, 5123@parkcity.org.

“Service Provider’s Third Party Security Auditor” is defined as a third party organization which provides security audits of Service Provider’s Information Processing Systems.

“Provider” is defined as any company supplying a service for Service Provider’s Information Processing System (such as a Data Center, Managed Service, or Data Circuit).

“Security Breach” is defined as an unauthorized access to Service Provider’s software or Data Center facilities, Information Processing Systems or networks used to service, store, or access City Data.

“Sensitive Information” is defined as any Personally Identifiable Information or any information not publicly available (i.e. – clients, passwords, financial information, employee information, schedules, technology infrastructure, closed reports, draft notes, etc.).

“Written Request of the City” is defined as a request received by Service Provider by a City on official letter head signed by an officer of the City.

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2. Information Classification

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format. The following levels are to be used when classifying information:

3. Internal Information

Internal Information is intended for unrestricted use within PCMC, and in some cases within affiliated organizations such as Service Provider business partners for non-sales purposes. This type of information is already widely-distributed within PCMC, or it could be so distributed within the organization without advance permission from the information owner. Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages.

Any information not explicitly classified as Sensitive Information, PII or Public will, by default, be classified as Internal Information.

Unauthorized disclosure of this information is not permitted.

4. Public Information

Public Information has been specifically approved for public release by a designated authority within each entity of Service Provider. Examples of Public Information may include material posted to approved public internet web pages.

This information may be disclosed outside of Service Provider.

5. Security Policy

Formal Security Policy. Consistent with the requirement of this Document, Service Provider will create and provide to City an information security policy that is approved by Service Provider's management, published and communicated and agreed to be adhered to by all Service Provider's employees, contractors and affiliates.

Security Policy Review. Service Provider will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness and may revise such policy, from time to time. Changes resulting in a lower standard of security or service must be agreed to by PCMC prior to

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adoption.

6. Asset Management.

Acceptable Use. Service Provider will implement policies and procedures for the acceptable use of information and assets which is no less restrictive than industry best practice for the classification of such Information and consistent with the requirements of this Document.

Equipment Use While on City Premises. While on City's premises, Service Provider will not connect hardware (physically or via a wireless connection) to City internal systems or networks unless necessary for Service Provider to perform Processing under this Document. This hardware is subject to be inspected and, or, scanned by PCMC IT Department directly or by automated means before use.

Personally-owned Equipment: Sensitive Information, with the exception of Business Contact Information, may not be stored on any employee owned equipment.

7. Human Resources Security

Removal of Access Rights. The access rights of all Service Provider employees to Service Provider Information Processing Systems or media containing Sensitive Information will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change.

8. Physical and Environmental Security.

Secure Areas. Service Provider will secure all areas, including loading docks, holding areas, telecommunications areas, cabling areas and off-site areas that contain Information Processing Systems or media containing information by the use of appropriate security controls in order to ensure that only authorized personnel are allowed access and to prevent damage and interference. The following controls will be implemented:

Visitors to secure areas will be supervised.

9. Geographic Data Centers

Service Provider's data centers are geographically distributed and employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at each Service Provider data center include the following: custom designed electronic card access control systems, alarm systems, interior and exterior cameras, and security guards. Access to areas where systems, or system components, are installed or stored are segregated

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from general office and public areas such as lobbies. The areas are centrally monitored for suspicious activity, and the facilities are routinely patrolled by security guards.

10. Environmental Security

Service Provider will protect equipment from power failures and other disruptions caused by failures in supporting utilities. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Service Provider implements a disaster recovery program at all of its data centers. This program includes multiple components to minimize the risk of any single point of failure.

11. Role Based Access

Service Provider restricts access to its data centers based on role, not position. As a result, most senior executives at Service Provider do not have access to Service Provider data centers

12. Communications and Operations Management.

Protections Against Malicious Code. Service Provider will implement detection, prevention, and recovery controls to protect against malicious software, which is no less than current industry best practice and perform appropriate employee training on the prevention and detection of malicious software.

Back-ups. Service Provider will perform appropriate back-ups of Service Provider Information Processing Systems and media containing City Data every business day with end-of-month copy stored for 1-year in order ensuring services and service levels described in this Document. Service Provider maintains a plan for responding to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages systems that contain Sensitive Information and Internal Information.

Media Handling. Service Provider will protect against unauthorized access or misuse of City Data contained on media.

Media and Information Disposal. Service Provider will securely and safely dispose of media containing Sensitive Information:

Maintaining a secured disposal log that provides an audit trail of disposal activities.

13. Exchange of Information

To protect confidentiality and integrity of Sensitive Information in transit, Service Provider will:

Perform an inventory, analysis, and risk assessment of all data exchange channels

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(including, but not limited to , SFTP, HTTP, HTTPS, SMTP, modem and fax) to identify and mitigate risks to Sensitive Information from these channels.

Monitor and inspect all data exchange channels to detect unauthorized information releases.

Ensure that appropriate security controls using approved data exchange channels are employed when exchanging Sensitive Information.

14. Monitoring

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Employ current industry best practice security controls and tools to monitor Information Processing Systems and log user activities, exceptions, unauthorized information processing activities, suspicious activities and information security events. Logging facilities and log information will be protected against tampering and unauthorized access. Logs will be kept for at least 180 days.

Perform frequent reviews of logs and take necessary actions to protect against unauthorized access and implement policy and infrastructure as needed.

At Written Request of the City, make logs available to City to assist in investigations.

Ensure that the time clocks of all relevant Information Processing Systems are synchronized using a national or international time source.

Ensure common configuration and patch management information is maintained.

Based on the periodic assessment, measures will be implemented that reduce the impact of the threats by reducing the amount and scope of the vulnerabilities.

15. Access Control

User Access Management. To protect against unauthorized access or misuse of Sensitive Information a formal user registration and de-registration procedure for granting and revoking access and access rights to all Service Provider Information Processing Systems.

Employ a formal password management process using authentication and authorization controls that are designed to protect against unauthorized access.

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Perform recurring reviews of Service Provider employees' access and access rights to ensure that they are appropriate for the users' role.

16. User Responsibilities

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that Service Provider Information Processing Systems users follow current security practices in the selection and use of sufficiently strong passwords.

Ensure that unattended equipment has appropriate protection to prohibit access and use by unauthorized individuals.

Ensure that Sensitive Information contained at employee workstations, including but not limited to paper and media display screens, is protected from unauthorized access and/or utilizes Data Masking.

17. Network Access Control

Access to internal, external and public network services that allow access to Service Provider Information Processing Systems shall be controlled. Service Provider will:

Ensure that current industry best practice standard authentication mechanisms for network users and equipment are in place and updated as necessary.

Ensure electronic perimeter controls are in place to protect Service Provider Information Processing Systems from unauthorized access.

Ensure sufficient authentication methods are used to control access by remote users.

Ensure physical and logical access to diagnostic and configuration ports is controlled.

18. Operating System Access Control

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that access to operating systems is controlled by a secure log-on procedure and limited to role based necessity.

Ensure that Service Provider Information Processing System users have a unique identifier (user ID). This account is used to identify each person's activity on Service Provider's Information Processing Systems network, including any access to employee or City data.

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Ensure that the use of utility programs that are capable of overriding system and application controls are highly restricted and tightly controlled, with access limited to those employees whose specific job function requires such access.

Ensure that inactive sessions are automatically terminated when technically possible after a defined period of inactivity.

Employ idle time-based restrictions on connection times when technically possible to provide additional security for high risk applications.

Ensure that current industry best practice standard authentication mechanisms for wireless network users and equipment are in place and updated as necessary.

Ensure authentication methods are used to control access by remote users, with unique User Identifiers.

19. Information Systems Acquisition, Development and Maintenance

Security of System Files. To protect City Information Processing Systems and system files containing information, Service Provider will ensure that access to source code is restricted to authorized users whose specific job function necessitates such access.

Security in Development and Support Processes. To protect City information Processing Systems and system files containing Sensitive Information, Service Provider will:

Employ industry best practice security controls to minimize information dissemination.

Employ oversight quality controls and security management of outsourced software development.

Employ regular code reviews covering security vulnerabilities, including but not limited to buffer overflow, SQL injection, input validation, and commonly used vector attacks.

20. Information Security Incident Management

Reporting Information Security Events and Weaknesses. To protect City Information Processing Systems and system files containing information, Service Provider will:

Implement a process to ensure that Information Security Events and Security Breaches are reported through appropriate management channels as quickly as possible.

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Train all employees, contractors, users of information systems and services regarding the report of any observed or suspected Information Security Events and Security Breaches.

Notify City by email or phone as soon as possible of all Information Security Events and Security Breaches. Following any such event or breach, Service Provider will promptly notify City whether or not Sensitive Information was compromised or released to unauthorized parties, the data affected and/or the details of the event or breach.

21. Business Continuity Management

Business Continuity Management Program. To ensure services and service levels described in this Document, Service Provider will:

Develop and maintain a process for business continuity throughout the organization that addresses the information security requirements needed for Service Provider's and its Providers' business continuity so that the provision of products and/or services provided is uninterrupted.

Maintain efforts to identify events that may cause interruptions to business processes, along with the probability and impact of such interruptions and the consequences for information security.

Develop and implement plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes and provide City a copy of the same upon Written Request of the City.

Disaster Recovery. Service Provider has appropriate and reasonable disaster recovery measures in place designed to prevent any interruptions in Service to the City. Service Provider has established disaster contingency plans governing processes following a breach incident, which in particular address the following issues: (i) safety of personnel and third parties, (ii) losses of communications capability (e.g., voice, fax, data), (iii) loss of computer processing capabilities, and (iv) loss of access to physical office facilities.

22. Security Assessments

Initial and Recurring Security Assessments. Service Provider's Third-Party Security Auditor shall perform weekly static scans, monthly dynamic scans, and annual penetration testing. The results of these audits are available to Service Provider and the City with execution a Confidentiality Agreement with Service Provider.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “C”

PAYMENT SCHEDULE FOR “EXTRA” WORK



SHORT-TERM RENTAL INVENTORY,
COMPLIANCE AND ANALYTICS

PARK CITY AND
SUMMIT COUNTY, UTAH



RESPONSE PRESENTED BY:
LODGINGREVS

Park City Municipal Corporation
C/O Minda Stockdale
P.O. Box 1480
Park City, UT 84060

LODGINGRevs
C/O Daniel Watts
1040 ½ Main Ave
Durango, CO 81301



Dear Park City Evaluation Team:

Thank you for the opportunity to propose LODGINGRevs' Short-Term Rental Inventory, Compliance and Analytic Services solution. The needs of Park City, as well as those of Summit County, align directly with the features of our solutions and expertise of our team.

Our company, MUNIRevs, was founded a decade ago and we serve clients all across the country, including Dallas, TX; Flagstaff, AZ; Aspen, CO; Telluride, CO; Oceanside, CA; and Killington, VT. More than 95 independent jurisdictions nationwide have deployed MUNIRevs' solutions, including state-level contracts with the Alaska Municipal League and the Colorado Department of Revenue. Having started in 2011 with the objective to pioneer short-term rental compliance solutions with the resort towns of Telluride and Mountain Village, we know compliance and short-term rental data inside and out.

In the pages that follow we will demonstrate our commitment to providing our clients with the technology and customer service that local governments expect from a vendor. Park City has outlined what it seeks to accomplish through this RFP. The City seeks to foster a safe community environment for residents and travelers while also making it easy for residents to conduct business in the City. Park City has also made it clear that it will expect more from a vendor than has been delivered in the past.

In order to achieve the highest compliance rate through effective and uniform enforcement, it is essential for municipalities like Park City to select a vendor with proven success identifying all properties and parcels listed on the internet. All of our clients enjoy a 90%+ compliance rate in the first-year service with many achieving 98% to 99% compliance. As a result of excellent compliance rates and the support provided to City staff and property owners, we are proud to have a 99% client renewal rate.

As previously mentioned, we have been delivering industry-leading permitting and tax collection services to jurisdictions since 2011. Our expert team and the best practices we employ in delivering solutions to our clients, would undoubtedly empower Park City's team. We encourage you to visit our website (www.lodgingrevs.com) where you can read more about the services we offer, view our current client list, and watch videos about how our team and solutions are benefiting communities across the country.

The LODGINGRevs team is excited at the prospect of collaborating with Park City and Summit County to achieve the desired community outcome of gathering insightful data on the short-term rental marketplace and supporting efforts to enhance community safety.

Sincerely,

A handwritten signature in black ink that reads "Daniel Watts".

Daniel Watts
Community Partnership Manager at LODGINGRevs
Phone: 970-708-1861
Email: daniel@lodgingrevs.com

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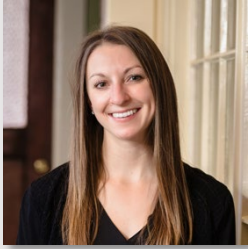
MUNIREvs | LODGINGRevs is committed to preserving a company culture of inclusion and connectedness. As an equal opportunity employer, we strive to ensure that our place can be anyone's place. We hire great people with a wide variety of backgrounds because it makes our company stronger.

Our company celebrates the unique contributions that our employees and our customers bring in terms of education, opinions, culture, ethnicity, race, sex, gender identity and expressions, age, veteran's status, color, religion, disability, sexual orientation and beliefs. We thrive on diversity for the benefit of our employees, our products and our communities.

Qualifications and Experience

A. Key Personnel Assigned to Park City and Summit County, UT

The power of our platform comes from our team of engineers and the individuals with whom you directly interact. Haleigh, Guy, Kyra, Orion, Eren and Daniel will be your primary contacts, and will work with you and your staff, responding to the unique needs of your community from day one. Please see full personnel resumes



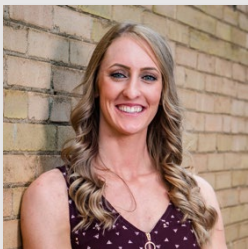
Haleigh Lyon, CPA, Director of Product – 2018 to Present

Haleigh puts her accounting background to work, leveraging her critical attention to detail and effective process management. She understands the conversion process from A to Z and leads the team in implementing solutions to provide clients with the most efficient and accurate compliance product available.



Guy Ewing, Director of Engineering – 2017 to Present

Guy has extensive knowledge of the coding and features built into our software. He leads a team of programmers and software quality assurance (QA) specialists to continually enhance the dynamic platform. The QA team and software engineers work closely with our Director of Product to ensure all engineering and QA resources are efficient.



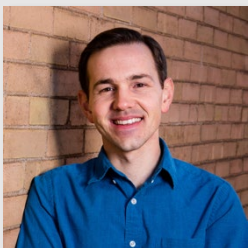
Kyra Fosnot, Director of Support – 2013 to Present

Kyra has been handling jurisdiction and business owner needs on our support team for the last eight years. She leads the support team in delivering high-quality customer service, responsiveness and efficient operations. Under Kyra's leadership, the support team continually receives accolades from business owners and jurisdiction staff.



Orion Olin, Account Manager – 2019 to Present

Orion holds a degree in Business Administration–Engineering Management and specializes in jurisdiction staff support. He has been on the MUNIREvs | LODGINGRevs team delivering excellence for the last two years. His attention to detail ensures the ongoing tax module support exceeds expectations. He works closely with city or county staff in review and training.



Eren Yar, Conversion Specialist – 2019 to Present

Eren comes from a mechanical engineering and product management background. His ability to plan, implement conversion strategies and deliver on timelines never fails to impress clients. Eren's expertise lies in initiating the client experience and establishing clear communication and effective deliverables.



Daniel Watts, Community Partnership Manager – 2019 to Present

Daniel leads the partnership team as it fosters ongoing relationships with current and prospective clients. His experience in customer success management elevates community relations through process analysis, critical listening and results-driven solutions. The partnership team drives customer experiences with thorough understanding, insight and delivery.

B. Case Studies

* = The community converted to LODGINGRevs from another provider



1. Town of Vail, CO* – STR Ads: ~11,000 | STR Properties: 1,500 | Current Compliance Rate: 93.4%

In 2019, the Town of Vail sought an online short-term rental (STR) compliance, 24/7 hotline, registration and revenue collection system. The Town had contracted with another vendor for STR compliance management services but was eager to see an improvement.

Vail's Revenue Department is tasked with registering and licensing properties and business accounts, as well as collecting the 8% sales tax. The Revenue Department also manages part of the general business licensing process and acts as the enforcement division for STR compliance. These added responsibilities amplified the value of having a single solution that could accommodate and streamline all of the Town's business licensing needs while also helping to increase STR compliance.

Business Needs

- Improved discovery and compliance monitoring of STRs through all major listing platforms
- Dynamic notification and outreach tools to communicate instructions to STR owner/managers
- Customized and flexible workflows with multiple licenses for Town staff
- Outreach tools to direct businesses to the self-registration portal to complete licensing workflows
- Enable businesses to report sales and lodging tax online
- Accept multiple forms of payments for immediate and scheduled fund transfers (e-check, credit card, ACH credit)
- 24/7 live-operated and bilingual complaint hotline in conjunction with an online complaint form
- Ongoing support for all administrative and business users

Approach and Deliverables

Vail initially implemented the MUNIRevs system for general business licensing and tax collection as a way to solve a more pressing need. Pleased with the MUNIRevs team and solution, the Town later selected LODGINGRevs to replace its previous vendor for STR compliance management. Modules included:

- | | | |
|--|------------------------------|--------------------------|
| ✓ Compliance Identification and Monitoring | ✓ 24/7 STR Complaint Hotline | ✓ Lodging Tax Collection |
| ✓ STR Registration and Approval Portal | ✓ General Business Licensing | ✓ Sales Tax Collection |

Performance and Outcomes

In collaboration with LODGINGRevs, the Town of Vail has achieved 93.65% STR compliance, increased sales tax revenue, and continues to be an exemplary case study on best processes and practices.

Proposed and Actual Timelines

General Business Licensing & Tax Collection		
Event	Proposed	Actual
Kickoff	8/4/2019	8/4/2019
Required Data Received from Client	9/11/2019	9/17/2019
Go Live	11/1/2019	11/6/2019

STR Compliance, Registration, Tax Collection & Hotline		
Event	Proposed	Actual
Kickoff	3/26/2020	3/26/2020
Required Data Received from Client	4/13/2020	4/7/2020
Go Live	5/27/2020	6/1/2020

How the Case Study Relates to Park City, UT

The Town of Vail started using the MUNIRevs system for general business licensing and sales tax collection. Impressed by the technology and the level of customer support provided by the team, the Town decided to convert to LODGINGRevs from its previous provider. The Town saw the value in managing all of its licensing and sales tax collection under one system. Like Park City, the team in Vail that manages business licenses is also responsible for STR licenses, and consequently plays a significant role in the compliance of that ordinance.

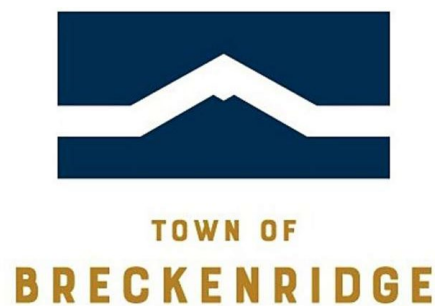
The Town of Vail is an excellent example of the success and ability of the MUNIRevs|LODGINGRevs team, and the combined power of the solutions to ensure streamlined business licensing and STR compliance management. Vail will be a relevant resource for Park City as the evaluation team considers its options.

Point of Contact

We encourage you to contact the following Town of Vail staff member to discuss our solution:

- Alex Jakubiec, Revenue Manager; ajakubiec@vailgov.com; 970-479-2125
- Town of Vail Town Hall, 75 S Frontage Rd W, Vail, CO 81657

More details related to this contract can be provided upon request



2. Town of Breckenridge, CO* – STR Ads: ~18,000 | STR Properties: 2,500 | Current Compliance Rate: 88%

In early 2020, the Town of Breckenridge selected LODGINGRevs to replace its previous provider because the Town sought a number of improvements. Breckenridge hoped to increase STR compliance results, improve property/business registration and overhaul the complaint hotline service available to the public. The Town's goal is to provide the best available service to its residents and deploy the most cost-effective solution.

Business Needs

For the Town of Breckenridge, the most urgent need was to integrate a more capable STR compliance monitoring solution. The Town is also interested in updating other aspects of its administrative process and likes having the ability to expand from LODGINGRevs' STR compliance and hotline services into other solutions offered by MUNIRevs.

Approach and Deliverables

Our approach was to provide Town staff with enhanced discovery and compliance monitoring of STRs from all major listing platforms so they can issue targeted notifications and outreach that will instruct properties on how to come into compliance through the online web portal.

As of January 2021, the LODGINGRevs solution in Breckenridge now includes a US-based 24/7 live-operated and bilingual hotline coupled with a public online complaint form. The full integration of these services with the compliance dashboard provides a complete complaint management system, helping the Town respond and allocate resources to manage community safety and impact of STR activity. Modules included:

- ✓ Compliance Identification and Monitoring
- ✓ 24/7 STR Complaint Hotline

Performance and Outcomes

In collaboration with LODGINGRevs, the Town of Breckenridge has achieved an 88% STR compliance rate and now has better insight into the impact of STR activity on the community. The Town has also increased accommodations tax revenue and continues to be an exemplary case study on best processes and practices.

Proposed and Actual Timelines

STR Compliance & Hotline		
Event	Proposed	Actual
Kickoff	2/11/2020	2/11/2020
Required Data Received from Client	2/28/2020	5/29/2020
Go Live	5/15/2020	8/15/2020

How the Case Study Relates to Park City, UT

The Breckenridge case study offers an example of a LODGINGRevs client that recently converted from the same provider Park City contracted with in the past. Breckenridge is similar to Park City in project size, scope and nature. Breckenridge shares Park City's needs for a licensing solution but is on a different timeline.

Breckenridge expressed that their previous provider's customer service, attentiveness and results had declined over time, and believed they would be better served through a more cost-effective and robust partnership with LODGINGRevs. It is our understanding that Park City is interested in similar improvements to its vendor engagement.

Point of Contact

We encourage you to contact the following Town of Breckenridge staff member to discuss our performance:

- Heather Pezzella, Revenue Services Administrator; hpezzella@townofbreckenridge.com; 970-547-3193
- Breckenridge Town Hall 150 Ski Hill Rd, Breckenridge, CO 80424

More details related to this contract can be provided upon request



3. City of Orem, UT – STR Ads: ~485 | STR Properties: 54 | Rate of Confirmed Identification: 100%

The City of Orem has an STR landscape on the smaller end of the spectrum. However, the City administration determined that the data LODGINGRevs was able to collect would offer valuable insight into the community.

Business Needs

The City of Orem's challenge was identifying and monitoring the internet for properties advertised as STRs. The City's primary goal was to use this data to accurately classify property residence statuses (i.e., primary residence, secondary residence) to correctly assess local property taxes based on the portion of the year a given STR was booked for non-owner occupied stays. To accomplish this, the City required accurate data related to calendar booking activity.

Approach and Deliverables

The LODGINGRevs team and system assist the City in the discovery and identification of STRs from all major listing platforms. The City of Orem is capable of issuing notifications and outreach to bring properties into compliance with the Rental Dwelling License Ordinance. The LODGINGRevs system also actively captures important calendar booking activity data to help the team assess property taxes. Modules included:

- ✓ **STR Compliance Monitoring and Identification**

Performance and Outcomes

To date, 100% of listings have been accurately matched to property and parcel data. Should the needs of the City of Orem evolve to require STR or general business licensing, our team can easily incorporate additional functionality to deliver on these needs.

Proposed and Actual Timelines

STR Compliance		
Event	Proposed	Actual
Kickoff	2/19/2020	2/19/2020
Required Data Received from Client	3/2/2020	2/21/2020
Go Live	4/6/2020	3/23/2020

How the Case Study Relates to Park City, UT

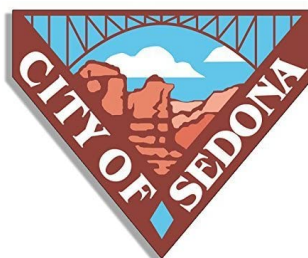
LODGINGRevs partners with the City of Orem to identify all advertised STRs. The ability to accurately identify every STR property in the jurisdiction aligns directly with the primary need of Park City. Our work with Orem confirms our ability to effectively identify and monitor STR properties in Utah.

Point of Contact

We encourage you to contact the following City of Orem staff member to discuss our performance:

- David Manzo, Help Center Administrator; dmanzo@orem.org
- Orem City Hall 56 N State St, Orem, UT 84057

More details related to this contract can be provided upon request



4. City of Sedona, AZ * – STR Ads: ~6,000 | STR Properties: 1,200 | Current Compliance Rate: 91%

A continually changing legislative approach to STR regulations at the state level over the past few years has limited the authority of local Arizona governments to regulate the STR landscapes in their communities. Jurisdictions like Sedona lack the authority to limit the number of STR properties, tighten land use restrictions, or require a complete registration with a fee.

Business Needs

With concerns about limited housing stock, outside corporate investors and mounting nuisance violations, Sedona sought to replace a compliance management vendor that had provided haphazard and tenuous results. The City began to search for a vendor that would deliver real results and help manage STR compliance using the limited tools available to the City.

Approach and Deliverables

Sedona and other Arizona communities are able to require every STR to register and provide local emergency contact information, issue nuisance violations related to community safety (e.g., noise, trash, illegal rentals, etc.) and enforce current land-use regulations.

- Discovery and compliance of STRs from all major listing platforms, including notifications and outreach to bring properties into compliance through the online web portal
- Ability for STR owners/managers to self-register emergency contact information and state tax ID through the online web portal

- Allow STR owners/managers to manage accounts and make any necessary changes to accounts
 - 24/7 live-operated and bilingual complaint hotline in conjunction with an online complaint form
 - Support for all administrative and business users
 - Modules included:
- ✓ **Compliance Identification and Monitoring** ✓ **24/7 STR Complaint Hotline** ✓ **STR Emergency Contact Registration and Approval Portal**

Performance and Outcomes

As a result of their collaboration with LODGINGRevs, Sedona is maintaining a compliance rate over 90% and the City has exceeded its expectations for user adoption of the online registration portal. Sedona continues to collect an abundance of accurate and insightful data that will be instrumental should the state legislation change in the future.

Proposed and Actual Timelines

STR Compliance, Registration & Hotline		
Event	Proposed	Actual
Kickoff	12/4/2019	12/4/2019
Required Data Received from Client	12/27/2020	1/7/2020
Go Live	3/2/2020	3/2/2020

How the Case Study Relates to Park City, UT

Similar to the “hamstrung” feeling Park City described in the December 2020 Staff Report, the City of Sedona felt incapable of regulating a rapidly expanding STR Market as a result of legislation at the state level. Sedona had contracted with another vendor to provide STR identification and noticing services but was not satisfied with the results. The staff saw the potential of having an easily accessible registration portal starting point for STR operators to register their property address and local emergency contact info (the only information that local governments in Arizona are allowed to collect).

Sedona, like Park City, is allowed to issue complaint-based violations and penalties but had a hard time giving the public a centralized system to funnel STR-related complaints. This resulted in calls to local police who, in turn, did not have an effective process to forward complaints to City administration. Sedona’s implementation of the LODGINGRevs hotline and online complaint form have allowed them to clearly communicate to the public where to direct STR-related complaints (noise, safety concerns, trash, parking, etc.) and upload pictures, audio and video. This system, if implemented in Park City, has the potential to produce similar results and engagement with the public.

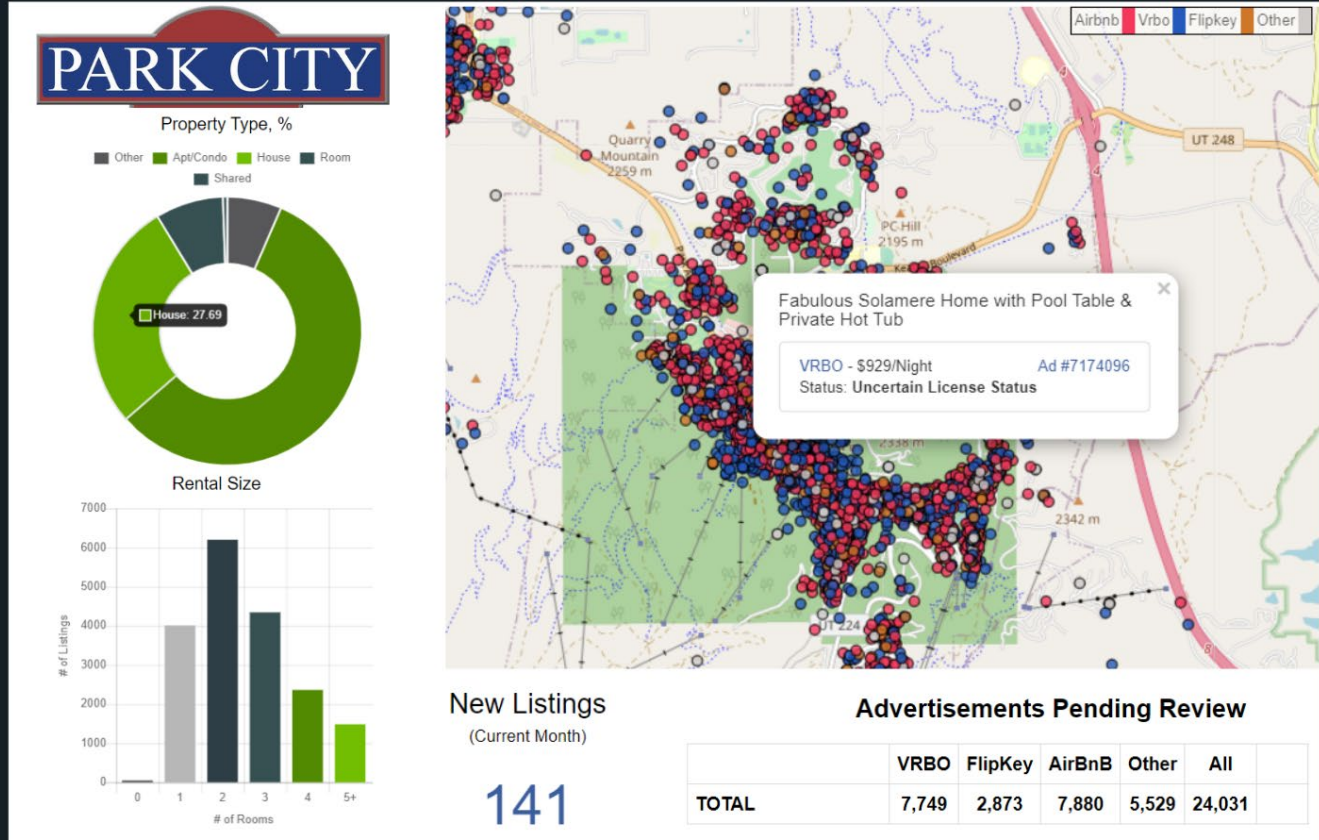
Point of Contact

We encourage you to contact the following City of Sedona staff member to discuss our transition performance:

- Megan McRae, Management Analyst; mmcrae@sedonaaz.gov; 928-203-5199
- Sedona City Hall 102 Roadrunner Dr, Sedona, AZ 86336

More details related to this contract can be provided upon request

Proposed Approach to Scope of Work



STR Compliance Module - STR Inventory and Analytics

The sample internal dashboard map above is of the Park City short-term rental ad listings. This view of the dashboard map shows aggregated data for the short-term rental market in the City, with each dot representing a clickable ad listing. The depicted data is prior to the implementation of our automated compliance jobs and our expert team review.

As of 3/18/21, our system has discovered more than 24,000 total ads in the greater Park City/Summit County area (incorporated and unincorporated) on the top four ad platforms.

Park City Analysis: Based on our preliminary review, we estimate ~**14,000 short-term rental ad listings** are within Park City's jurisdiction. This equals to an estimated **3,500+ unique short-term rental properties**.

Summit County Analysis: We estimate ~**9,500 short-term rental ad listings** are within Summit County's jurisdiction. This equals to an estimated **2,000 unique short-term rental properties**. The County assessors' office will have access to its own dashboard, database, notifications templates, and reporting tools.

During the initial census, our automation and expert review team will review each advertisement to determine which listings/properties falls within Park City's jurisdiction and which fall into Summit County. Each jurisdiction will access their own individual portal and display only the properties within their jurisdiction.

This is the number of nightly rental accounts that our proposal and price quote are based on as we will bring virtually all of these into compliance. As part of our initial and ongoing census, our system and team identify all ad listings and the remaining ads will be reconciled to City property, zoning and registration data (de-duping ads). This STR inventory will be compatible with the City's EDEN/Tyler systems via export/import data formats as previously discussed with Park City staff. Customized, targeted notifications are then sent to non-compliant property owners/managers.

Park City and Summit County Individual Property Data and Compliance Databases			
✓	Property Physical Address	✓	Owner Mailing Address
✓	Property Type (Whole House vs. Condo)	✓	Operator Name
✓	Property Amenities	✓	Operator Contact Information
✓	Owner Name	✓	Platform(s) where Property is Listed
✓	Number of Rooms	✓	Parcel Record/GIS data
✓	License Status	✓	Average Daily Rate*
✓	Days booked from today*	✓	Volume and Trend*
✓	Advertised vs Max Occupancy*	✓	Rating* (to be added for Park City)
*= <i>Requested as additional nightly rental metrics</i>			



Monitor Internet Ad listings (City + County)

LODGINGRevs uses enhanced automation to pull in internet ad listings from more than 30 of the most important short-term rental listing platforms (Airbnb, Vrbo, FlipKey, Craigslist, etc.). Our proprietary data mining technology gathers details from every listing, including property type, listing contact, amenities, reviews and more. LODGINGRevs scrapes all sites twice a week and pulls ad data into the database. LODGINGRevs understands the State of Utah does not allow a jurisdiction to use internet advertisements to cite, fine or begin enforcement or code violation process.

Completing Initial Census and Identification (City + County)

LODGINGRevs has proven our capability to deliver on average 98% property matching after the initial census. For instance, after the initial census for the City of New Braunfels was completed, we reached out to City staff for assistance on only 3% of all listings. For the majority of our clients, including Telluride, CO; Avon, CO; and Big Sky, MT, our property matching rate is 99%. Our system and team achieve nearly 100% verified property matches on new ad listings data which comes into the database twice a week. With our ad listing to property matching accuracy, our clients can rest assured that the right letter/e-notification for the right compliance status is sent to the correct property owner/manager every time.



Determine Property Compliance Status (City + County)

Park City will be assigned a dedicated LODGINGRevs Account Manager that will serve as the primary point of contact for City staff. Your Account Manager will provide support and feedback from the very first kickoff meeting. The Account Manager works closely with City staff to develop a thorough understanding of the local ordinances and community goals. We then build logic into the system that automatically determines compliance statuses of properties and listings as they come into the database. The compliance statuses align directly with the granular details of the local ordinance and determine the appropriate outreach template:

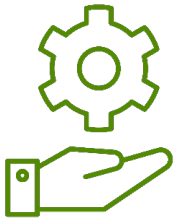
- **Zoning boundaries and their subcategories (i.e., Residential Development (RD), HR-1 vs. HRL-3 zones, CUP boundaries, etc.)**
- **License status compliance**
- **Professionally managed vs. owner managed**
- **Complaints and nuisance violations including online complaint forms (described below)**

Targeted Outreach and Notifications (City + County)

The LODGINGRevs system is designed to make outreach simple and effective. Park City will be able to issue batch notifications based on compliance status, zoning, property type, specific owner/manager, etc. The details compiled in the database are used to quickly populate the smart fields within notification templates that Park City will design with our team. The City and County are then able issue e-notifications and track the open rates or print letters to send physical mail.



Should the City or County select our company to provide the Nightly Rental Registration Portal, these notifications are sent to owners/managers with instructions to access their Park City Nightly Rental Portal as the starting point to come into compliance. The user's login is then linked to a verified email address and all communication is directed through the Portal making it a one-stop shop for nightly rental owners/managers to manage all City-related nightly rental tasks.



Unlimited Support and Dedicated Account Manager (City + County)

LODGINGRevs provides the best client engagement and support in the industry, and our clients will attest to this. Our entire process, from kickoff meeting to your compliance review years down the road, is managed by your dedicated Park City Account Manager, ensuring that our communication and deliverables are as efficient as possible. The Account Manager serves as the City administration's primary point of contact. Our support team provides responsive and thorough training and resolution on all support inquiries from City staff and business users.

Online Complaint Form (City + County)

The online complaint form is made available to the public to submit their nightly rental related complaints. When a complaint form is submitted, it enters the centralized online complaint database. This database functions as a code enforcement dashboard and offers additional reporting functions. The online complaint form will enable the City to collect the following information directly in the LODGINGRevs compliance dashboard:



- Problem property street address
- Complaint reason (trash, noise, parking, etc.)
- Contact information from complainant
- Description of complaint
- Audio, video and image uploads

Additional City Services

24/7 Complaint Hotline Module

- Live, bilingual, US-based operators who receive complete training on the Park City workflow
- Supports customized scripts and progressions for operators that can be updated as necessary to fit City's needs
- Fully integrated into compliance dashboard so inbound complaints are accurately matched to identified properties

The hotline is based in the US and operators are trained on the call script and custom progression designed by the Park City staff. For example, after an inbound noise complaint the operator might make three outreach calls and texts to the property owner. If there is no response from the property owner, the operator can notify the on-call code enforcement member or Police Department.

Our complaints module aggregates all complaints received on a property from any source. Whether the complaint is logged via our online complaint form (that can be embedded on the City's site), or through the 24/7 bilingual phone hotline, all complaints for each property are logged within the system.

The database includes tracking methods for complaints and actions taken regarding each short-term rental, including:

- Date, time and reported concern for any complaints lodged against a short-term rental location
- Name and contact information for persons lodging complaints against a short-term rental location
- All relevant information regarding complaints, including but not limited to documents, photographs, and audio and video recordings
- Copies of any correspondence with short-term rental operators
- Copies of all notifications and notices

Online Form Complaints – Included in Nightly Rental Compliance and Identification Module

Portal to Administer Nightly Rental and/or All Business Licenses (New and Renewal)

Online Nightly Rental/Business Licensing Portal and Dynamic Admin Approval Deliverables

- Online business owner/manager task portal for new and renewal registration
- Registration process includes user prompts to complete online forms, document uploads, informational messages, auto-calculated fee and payment processing interface
- Automated reminder notifications and easily customizable notification templates
- Custom application approval workflows, capable of interdepartmental collaboration on one approval; ability to append workflow
- All reporting of license data can be exported anytime in Excel/CSV format
- Mobile compatible

Online Portal Overview

As per discussions with the Park City staff responsible for managing the City's business licensing, the City has a total of 7 types of licenses, including the nightly rental license, that could be automated through the MUNIRevs portal system.

- **General Business License**
- **Nightly Rental License**
- **For Hire Ground Transportation License**
- **Convention Sales License**
- **Solicitation License**
- **Liquor License**
- **Special Event Temp Liquor License**

Our team has reviewed the requirements of each of these licenses and confirmed that a custom workflow will be designed for each to automate and streamline the entire process. There will be specific tasks within each workflow including info messages, document uploads, information forms and auto-calculated fees.

Once completed by the business user, these workflows will proceed to a designated approval process where multiple departments can contribute to the approval process prior to granting final approval. City Staff are also capable of appending workflow and reassigning it back to the business user as an outstanding task.

Automated Reminders

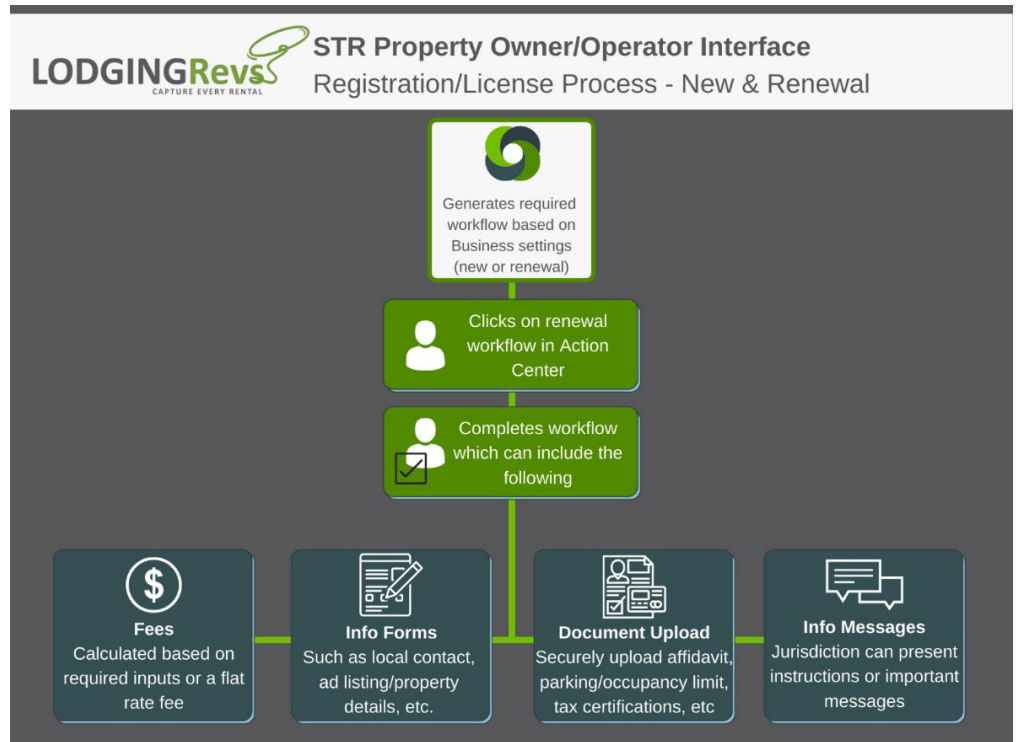
The business licensing portal, powered by the MUNIRevs automation system, ensures that business owners are always assigned the correct administrative tasks and assessed the proper liabilities. Any incomplete task is presented to the business in their Business Center, and our system sends reminders for open tasks as well. The Notifications Module, discussed previously, allows the City to easily send notices to businesses for incomplete items using our smart field templates to ensure the business owner has all the correct legal information and details to become compliant.



License Workflow Design

Our dynamic workflows allow the customized licensing requirements based on business type. This structure allows for nimble changes in the future should Park City decide to make changes to its ordinance in order to address the goals of the community.

Payments can be processed at the final step of a workflow that includes a fee. Methods of payment include ACH credit, e-check and credit card. As a best practice, we encourage the City to pass credit card convenience fees onto the business user so that the City does not incur the costs and users are incentivized to pay through less costly means.



Business Action Center

The system manages and stores all necessary short-term rental tasks and allows for workflows to be assigned to business owners directly through the business's Action Center (see below).

Action Center

MESSAGES 1

[Click HERE for FAQ's about Short-Term Rentals in Anytown, USA](#)

[Click HERE for the Anytown's Business License and Sales Tax Ordinance](#)

ALERTS 1

⚠ You have 2 Tasks to complete.

OPEN TASKS 2 🔴 past due tasks.

Mountain Ski Haus

Park City, Utah - Nightly Rental License Application

▶ [Read Thank you for Registering with Anytown, UT \(new\)](#)

Snowball's Toy Shoppe

Park City, UT - General Business License Application

▶ [Pending Approval: Business License - Fixed Location \(new\)](#)

Solamere Dr. Ski Haus

Park City, UT - Nightly Rental License (2021 RENEWAL)

▶ [Read Thank you for Registering with Anytown, UT \(new\)](#) 🔴

Manage Your Account(s)

Print your License/Permit, or make **account changes** by clicking on your account(s) below.

Name	DBA	Acct#	Code
Mountain Ski Haus	N/A	013222	QW5ORX
Snowball's Toy Shoppe	N/A	008206	NUQAV4
Solamere Dr. Ski Haus	N/A	013272	GXW854

▶ [Add or remove accounts from your user login by clicking here.](#)

🔧 [Need a Contractor's License? Click here.](#)

Manage Your User Account

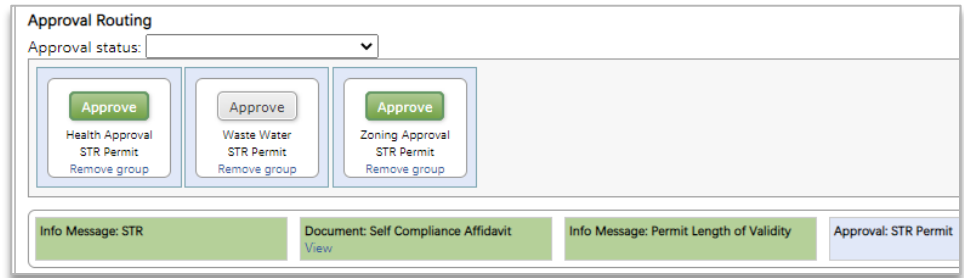
USER/ LOGIN OR EMAIL ADDRESS UPDATE: [Click HERE](#) to register a new email address. Be sure to jot down your 6 Digit Account Number and 6 Digit Activation Code from the Manage Your Account section above first!

NO LONGER MANAGE AN ACCOUNT? To remove this user email from managing an account, [Click HERE](#), and use the red "Remove" Button to remove yourself from the account.

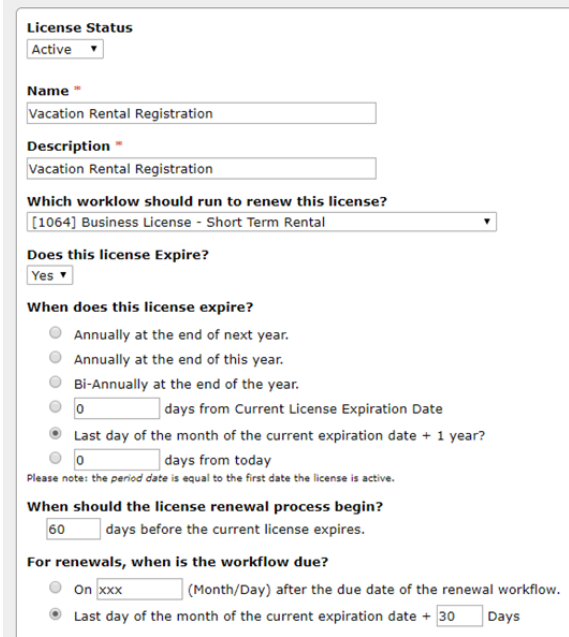
The Action Center automatically guides the business user to the next required task in their workflow. Whether it is a license renewal or an application workflow, we make it easy to understand what is required next for their compliance with your community. In addition, we send email reminders to a verified email address selected by the user, to remind them where they left off, with a secure link to log back into the system to complete the next item.

Administration Approvals and Renewal Settings

Our approval process allows staff members to review submitted documentation and enables easy-to-use inter-departmental collaboration (including building or fire department inspection form, account edits and customized business owner outreach).



Editing License: Vacation Rental Registration



Our automation system then follows the City's unique rules for renewals and presents the renewal workflow to all businesses in the Business Center at the frequency that matches your rules. Workflows for new business applications, new licenses and license renewals can all contain unique tasks that are specific to that phase of the business's journey.

Our team sets up the parameters, but City staff can customize the process for each registration and inspection, or our support staff can do it for you. These tools allow our platform to be nimble and change with you as new ordinances or compliance requirements are necessary. For example, to the left you can see the automation settings regarding STR registration expiration and renewals. These settings automatically create the STR tasks for renewals with reminders according to the custom needs of Park City. Additionally, the enforcement delinquency report can filter to open tasks, providing City staff and the LODGINGRevs team with the capability to filter to delinquent/expired registration tasks, which enables direct notifications to be sent from the report.

Itemized invoicing

LODGINGRevs invoices clients based on the modules selected by the client and supported by our system and team. We do not bill based on properties that come into compliance. However, should the City select LODGINGRevs to provide a nightly rental licensing portal, the City will have full access to live license application data and reporting tools. This includes a license inventory report that displays owners/operators have logged in to the system, started a new or renewal application, completed an application, or have an application pending approval in the last month. The City can run these reports each month to track the rate at which owner/operators are coming into compliance

Requested changes to Cyber Agreement

On Page 3 of the RFP, last sentence of Part 4(D)

Please amend:

"Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA."

To:

Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA released after GRAMA due process and appeals have concluded.

Section 6 of Cyber Agreement

Due to the independent contractor provisions of the contract as well as nondiscrimination laws of the United States and Utah, we would request that the City strike the sentence on page 4, section 6. MUNIRevs takes full responsibility for the quality of work on the project under Section 10E by our employees and subcontractors.

Park City Pricing Details

The preceding MUNIRevs|LODGINGRevs response should serve as a demonstration of our commitment to providing our clients with the best technology and customer service available. We understand that Park City is looking to make up ground in nightly rental compliance and streamline its business licensing process.

The pricing schedule below is structured to reflect the confidence we have in our ability to deliver timely results consistent with the goals of Park City. We are certain that the City and County will enjoy the same level of service and success as our other client communities that have converted to MUNIRevs|LODGINGRevs from similar circumstances.

Modules	One-Time Implementation	First 6 Months	6 Months After Go Live	Year 2 Pricing
Nightly Rental Identification, Monitoring and Compliance	\$15,000	\$3,500/month	\$2,625/month (25% discount)	\$2,362.50/month (Additional 10% discount)
Nightly Rental License Portal	\$2,200	\$4,375/month	\$3,500/month (25% discount)	\$3,150/month (Additional 10% discount)
24/7 US-Based Complaint Hotline	\$875	\$500/month	\$500/month	\$500/month
Business Licensing <i>6 total custom license workflows</i>	\$8,200	\$990/month	\$990/month	\$990/month
Totals	\$26,275 \$0 (100% discount)	\$9,365/month	\$7,615/month	\$7,002.50/month

Year	Total
Year 1	\$128,155
Year 1 <i>100% Implementation Discount Applied</i>	\$101,880
Year 2	\$84,030

Pricing Details to Include Summit County Solution

Modules	First 6 Months	6 Months After Go Live	Year 2 Pricing
Nightly Rental Identification, Monitoring and Compliance	\$2,000/month	\$1,500/month (25% discount)	\$1,350/month (Additional 10% discount)
Totals	\$12,000 <i>Months 1-6</i>	\$9,000 <i>Months 6-12</i>	\$16,200 <i>Year 2 Total</i>

Year	Total
Year 1	\$21,000
Year 2	\$16,200

Monthly billing of annual ongoing fees commences at the lesser of 1) the completion of implementation or 2) 45 days after contract signature date.

The above ongoing fees for per property pricing will be locked in for the first year of the contract and two additional one-year renewal options. Above pricing assumes ~3,500 properties and ~14,000 advertisements within Park City's jurisdiction. ~2,000 properties and ~8,000 advertisements within the unincorporated Summit County Jurisdiction.

Additional Workflow Cost: \$2,200/workflow

*Payment Processing: Jurisdiction contracts directly with gateway and payment processor. Fees are ~\$.40 per e-check plus statement and gateway fees of \$20/month. Credit card fees are also competitive rates but we can implement an automatically collected credit card convenience fee to offset these fees, if desired.



Exhibit A

Conversion Timeline

Park City CONVERSION TIMELINE



*Timeline is based on a contract execution date of 5/1/2021

	Week 0	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12
	5/1/2021	5/8/2021	5/15/2021	5/22/2021	5/29/2021	6/5/2021	6/12/2021	6/19/2021	6/26/2021	7/3/2021	7/10/2021	7/17/2021	7/24/2021
INITIAL TASKS													
Contract Execution and Kickoff Meeting													
Park City Sends Parcel and Currently Licensed STR Data													
Park City Confirms STR Licensing Workflow Content													
Park City Sends Business Data													
Park City Confirms 6 Business License Workflows													
Park City Confirms Payment Processor													
Park City Sends Historical Transaction Data													
Park City Confirms Custom Hotline Script													
CONFIGURATION													
MUNIRevs Loads Parcel and Currently Licensed STR Data													
MUNIRevs Builds STR License Workflow													
MUNIRevs Loads Business Data													
MUNIRevs Builds the Business License Workflows													
MUNIRevs Completes the Payment Processor Integration													
MUNIRevs Builds out the Hotline Script													
MUNIRevs Loads Historical Transaction Data													
MUNIRevs Completes the Initial Advertisement Census													
USER ACCEPTANCE TESTING													
Park City Confirms Test Payment hit Bank Account													
Park City Approves License Workflows													
Park City Tests Hotline													
Park City Validates Historical Transaction Data													
Weekly User Acceptance Testing (UAT) Meetings													
TRAINING & GO-LIVE													
MUNIRevs Training													
LODGINGRevs Training													
Park City Sends Interim Transaction Data													
Park City Sends Current Account Balances													
Park City Sends Open Tax Forms/Liabilities													
Go-Live													

*A delay from the City on these items will result in a delayed Go Live date.



Exhibit B

Assigned Personnel Resumes



PROFESSIONAL HISTORY

Account Manager

MUNIRevs | LODGINGRevs - 2018 to Present

- As a dedicated account manager I collaborate with municipalities to achieve their operational goals. Whether it is conducting staff training, drafting custom procedures, and notifications I am their go-to resource. In leading a compliance review team and support I create the greatest opportunity for success.

Compliance Specialist

MUNIRevs | LODGINGRevs - 2018 to Present

- My goal as a compliance specialist was to ensure that owners are in compliance within a given city or county. This job relies on my ability to operate within jurisdictional requirements and utilize leading technology tools in order to find short-term rental owners within the city or county of the client and determine compliance.

Laborer

Fico Construction - May 2017 to August 2017

- I worked for an all-purpose construction company throughout southwestern Colorado. The goal was to maintain the high-quality standards of Fico Construction.

Assistant Program Coordinator

City of Montrose - April 2017 to July 2017

- The purpose of my job was to oversee and manage a youth baseball program. I had a variety of duties that included managing employees, scheduling events, and handling various disputes with fans and coaches.

EDUCATIONAL HISTORY

Fort Lewis College

BA Accounting

Minor in Entrepreneurship & Small Business

- GPA: Overall 3.55
- Dean's List: Fall 2017, 2018 & Spring 2018

SKILLS & ABILITIES

- Management and leadership attributes
- Excellent written and verbal communication
- Systems expert: LODGINGRevs, QuickBooks, and Microsoft Office
- Team contributor and leader through superior communication and task oriented delivery
- Self-motivated to achieve company goals and provide the best customer experience

BRAYDEN
REESE

ACCOUNT
MANAGER



PROFESSIONAL HISTORY

Community Partnership Manager

MUNIRevs | LODGINGRevs - August 2019 to Present

- Collaborating with local governments to understand and address the goals and challenges they face in managing their specific short-term rental landscape.
- Leveraging experience in customer success management to elevate community relations through critical listening, process analysis, and result driven solutions.

Territory Sales Manager

Telluride Brewing Company - January 2018 to August 2019

- Developed trusted relationships with key accounts to secure static product placement at high-volume locations.
- Launched a dynamic marketing strategy to increase brand awareness and encourage sustainable growth within the territory.

Business Operations Manager

CentralReach, LLC - November 2016 to January 2018

- Facilitated cross-functional relationships with Sales, Marketing, Customer Experience, and Engineering to maintain consistent quality of data, functionality, and reporting across the platform.
- Managed the financial planning and execution of various strategic initiatives and projects across entire organization and its subsidiaries.

Internal Sales Director

Victory Capital Management - July 2015 to August 2016

- Developed efficient and resourceful prospecting strategies to fill sales pipeline with qualified leads on behalf of this investment management firm.
- Proactively communicated with current and prospective clients to provide answers to product questions, performance analysis, identify new sales opportunities, and launch new products.

Senior Financial Services Specialist

Fidelity Investments - June 2014 to July 2015

- Acted as Technical team lead to develop and implement complex trading initiatives designed to improve team accuracy and understanding of in-depth trading strategies.
- Analyzed call statistics, customer survey data, and trading process reviews to assist management in coaching team of Financial Service Representatives.

EDUCATIONAL HISTORY

Colorado State University

*BA Communication Studies
Minor in Spanish Language*

DANIEL
WATTS

GOVERNMENT RFP
COMMUNITY
PARTNERSHIP
MANAGER



PROFESSIONAL HISTORY

Conversion Specialist

MUNIRevs | LODGINGRevs - 2019 to Present

- Transition cities to new software via data conversion, customizing to their needs, quality control & live training.

Project Engineer

Durango Machining Innovations - 2019

- Design and deliver large projects to customers, managing vendors, and ensuring nothing falls behind.

Mechanical Engineer & Product Manager

Ska Fabricating - 2018-2019

- Product manager for Half Pint and Can-I-Bus machines which account for 73% of company revenue. • Doubled Half Pint production via DFM, SOPs, assembly drawings, LOP, Kanban & poka-yoke methods.
- Designed & delivered 5 machine add-on products and 6 new machine versions to customers from concept. • Implemented and trained on Kanban inventory system, cutting workload 46% and eliminating stockouts.
- Led forward-thinking culture change w/ documentation reducing need for communication about 27%.

Director of Engineering & Manufacturing

Waterfi - 2012-2018

- Led development of multiple consumer electronic devices, reducing time to market by 83% along the way.
- Reduced product-market fit testing from months to 2 weeks (~91%) with an online market research process.
- Coordinated live product testing and customer feedback efforts to inform design iterations.
- Managed embedded software development using a Kanban task board, reviewing every pull request myself.
- Recruited, hired, and trained 11 engineering, production, and QA direct reports, ensuring cohesion.
- Automated corrosion testing w/ 71% faster Ferris wheel invention, ending hourly work interruptions.
- Reduced iPod waterproofing lead time from 4 days to 1 hr via material changes, automation & 1 piece flow.
- Ran production time studies, organized cells, balanced flow to Takt & improved tooling, raising FTY 20%

EDUCATIONAL HISTORY

University of Arizona

BA Mechanical Engineering

EREN
VAR

CONVERSION
SPECIALIST



PROFESSIONAL HISTORY

Director of Support

MUNIRevs | LODGINGRevs - October 2013 to Present

- Handling property and business owner needs on our support team for MUNIRevs for over four years.
- Leads the support team by instilling the highest quality of customer service, responsiveness, and efficient operations.
- My support team continuously receives accolades from property owners and jurisdiction staff.

Sweetbooks LLC

October 2013 to Present

- State sales tax assistance and filling.

Talon Pumping Services LLC

February 2011 to May 2012

- Managed Limited Liability Company. Including set up LLC, quarterly tax payments, reconciling accounts, tracking expenses, and paying invoices.

Building Manager

Colorado Mesa University Student Center - August 2010 to September 2012

- Managed information desk, answered phones, sold university passes, and assisted/answered student question . Managed cash registers and reconciled cash account.

EDUCATIONAL HISTORY

Colorado Mesa University

BA Accounting - Public Accounting

- GPA: Overall 4.0
- Graduated Summa Cum Laude

MEMBERSHIPS & AFFILIATIONS

- *President's List at Colorado Mesa University 2010-2014*
- *Member of Alpha Chi National College Honor Scholarship Society*
 - *Membership is limited to the top 10 percent of an institution's juniors, seniors, and graduate students.*
- *Colorado Mesa University Accounting Club 2013-2014 Vice President*

KYRA
ROSENKRANCE

DIRECTOR OF
SUPPORT



PROFESSIONAL HISTORY

Director of Product

MUNIRevs | LODGINGRevs - 2018 to Present

- Utilizing my accounting background to leverage my critical attention to detail and effective process management.
- Project management skill set and clear communication and collaboration with Cities to produce results.
- Leading our expert compliance team and implements solutions in the most efficient, accurate vacation rental compliance product for our clients.

Audit Associate

Anton Collins Mitchell, LLC - 2018

- Experience in corporate audits and reviews for a wide variety of industries
- Utilized APT, Caseware, and Practice Management accounting software
- Advanced Excel skills
- Work in a team environment at the client location, as well as remotely utilizing Skype screen sharing

Tax Intern

Fredrick Zink & Associates - 2016 to 2017

- Prepared individual income tax returns and assisted with bookkeeping services
- Worked with Lacerte and Adobe TTC tax and accounting software

Teller

Alpine Bank - 2013 to 2016

- Provided value to customers through positive experiences and needs based selling
- Started as youngest employee of all the Alpine Bank branches
- Volunteer Coordinator for Alpine Bank employees
- Had over 150 two minute conversations per day
- Complied with numerous rules and regulations

EDUCATIONAL HISTORY

Fort Lewis College

BA Accounting

- GPA: Overall 3.86, Accounting 4.0, 156 credit hours
- Beta Alpha Psi-Vice President for Internal Affairs
- Beta Gamma Sigma member

CPA

HALEIGH
LYON, CPA

DIRECTOR OF
PRODUCT



PROFESSIONAL HISTORY

President & Owner

Durango Computers Inc. Ewing Computer Consulting, LLC - 2007 to Present

- Full stack software development and implementation
- AWS/Linux system administration
- Design and implementation of custom web applications utilizing MySQL and PHP.
- Web application customization and support for ecommerce web sites written in PHP, Cold Fusion, or C#
- ASP.NET Custom Medical Record information transfer programming.
- Custom iPad, Android, Windows, Mac application development. Web/Domain setup and hosting.
- Office support for workstations/servers/networks for local businesses.
- Consultation for enterprise software suite purchases, including accounting software and electronic health record (EHR) software.
- Custom business application development utilizing relational databases (MySQL, Access, SQL Server) and C# architecture.
- Custom Web applications utilizing relational databases (MySQL, Access, SQL Server) and ASP.NET architecture.

I/T Director

Sports Express, LLC - 2008 to 2009

- Support/Maintain and Improve Data Center Consisting of 12 Servers
- (2 Web Servers, Firewall, Exchange Server, 2 MS Sql Servers, Call Center Server, 2 Development servers, Custom Utilities Server, Email filtering server, Backup server)
- Design, develop and implement disaster recovery plan using VMWare software. Design and develop custom applications to improve daily operations (C#)
- Design and implement changes/updates to ecommerce web site (C#, ASP.NET and ASP)
- Design and implement changes to database configurations to enhance e-commerce functionality (MS SQL Server 2000).
- Create overall IT strategy for the future of the company.
- Manage daily activities and monitor progress of all IT projects and employees. Communicate status of all IT projects directly to company Officers.
- All IT project management.

Senior Software Engineer

Stellent, Inc. (Oracle, Inc.) - 2006 to 2007

- System programming, integration, and regression testing for .NET based Enterprise Content
- Management programs using Oracle/SQL Server backends.
- Database (Oracle 9i & 10g, SQL Server 2000 & 2005) installation, testing and analysis.
- Create and maintain detailed programming and test plans and procedures based on defined input data and expected results.
- Complete installation & configuration of Windows Server (2000 & 2003), Exchange Server 2003, SharePoint 2003.
- Track testing progress and defects.
- Work closely with development team and test team for project resolution.



Exhibit C

Client List Converted from Competitors

CLIENTS WHO SWITCHED FROM ANOTHER PROVIDER TO LODGINGREVS

We have been placing client success at the forefront for a decade. Clients who have switched are seeing the results they deserve with MUNIREvs and LODGINGRevs.

-
- Avon, CO
 - Big Sky, MT
 - Breckenridge, CO
 - Corpus Christi, TX
 - Dillon, CO
 - Durango, CO
 - Estes Park, CO
 - Fort Collins, CO
 - Fraser, CO
 - Indio, CA
 - Larimer County, CO
 - Leadville, CO
 - New Braunfels, TX
 - Newport Beach, CA
 - Oceanside, CA
 - Sedona, AZ
 - Seaside, OR
 - Vail, CO
 - Wasilla, AK
-

"Working with MUNIREvs has been a great partnership for the Town of Vail. The flexibility of their product and ability to customize has streamlined our licensing and tax collections. The MUNIREvs team is responsive and committed to customer satisfaction. From conversion to implementation, and now ongoing support – they have been invaluable in creating a system that works for both our business community and our municipal staff."

-Alex Jakubiec
Vail, Colorado

Nightly Rental Monitoring Services MOU

Memorandum of Understanding Regarding the Nightly Rental Monitoring Services between Summit County (SC) and Park City Municipal Corporation, a political subdivision of the state of Utah ("City").

Whereas, the City has entered into a Professional Cyber Services Agreement with MUNIRevs dba LODGINGRevs for a one (1) year with two (2) additional one (1) year renewal options, to be exercised at the sole discretion of the City Council; and

Whereas, SC requires monitoring services offered by the service provider; and

Whereas, the City finds sufficient public benefit for including monitoring services outside of City limits as part of the agreement; and

Whereas, SC agrees to reimburse the City for the cost of such monitoring services on a monthly basis at the rate outlined in Exhibit A.

Now therefore, for mutual consideration the receipt and sufficiency of which is hereby acknowledged, SC and City agree as follows:

- A. Services. The Service Provider will perform a census to determine which listings/properties fall into Summit County's jurisdiction. The County will access their own individual portal and display only the properties within their jurisdiction.
- B. Timeline. The City and the County agree that it is in the best interest of the public to strictly adhere to the Conversion Timeline as provided. (Exhibit A)
- C. Cost. The County agrees to annual costs not to exceed twenty-one thousand dollars (\$21,000.00) in Year One (1) and sixteen thousand dollars (\$16,000.00) in Year Two (2) according to the Pricing Details. (Exhibit B)
- D. Reimbursement. City will invoice SC six months at a time. County will reimburse the City within 30 days of receiving an invoice according to the Pricing Details in Exhibit B. They invoices are expected to be:

Invoice Number	Amount
1.	\$12,000
2.	\$9,000
3.	\$8,100
4.	\$8,100

- E. Renewal. The County will be informed of the City's decision to exercise the two (2) one (1) year renewal options and this MOU will be renewed at that time. The County may opt out of the program after Year 1 with sixty (60) days notice prior to contract expiration date.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding this ____ day of _____, 2021.

Continued on next page

SUMMIT COUNTY

BY:

Corporate Acknowledgment

[illegible]

On this _____ day of _____, 2021, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a corporation.

Notary Public

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Jonathan Weidenhamer

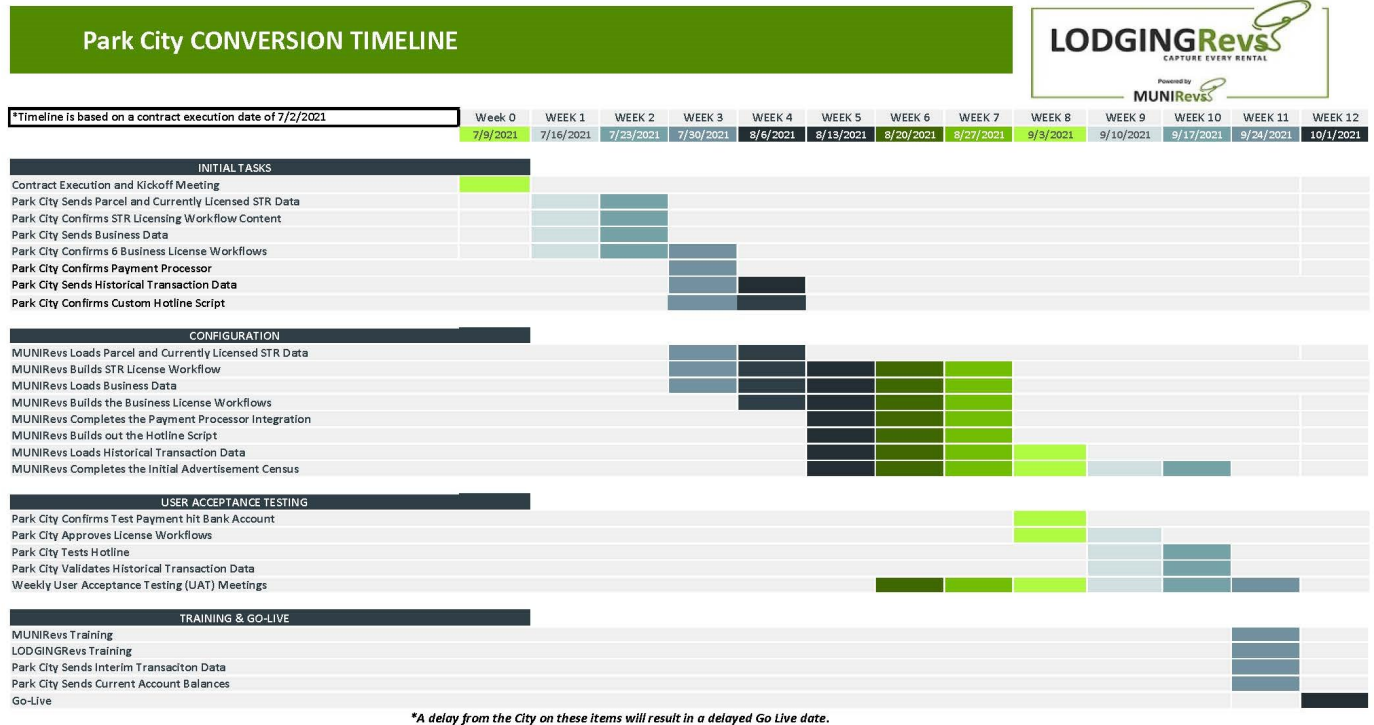
Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibit A- Conversion Timeline



Updated 6/24/2021

Exhibit B – Pricing Details

Park City Pricing Details

The preceding MUNIRevs | LODGINGRevs response should serve as a demonstration of our commitment to providing our clients with the best technology and customer service available. We understand that Park City is looking to make up ground in nightly rental compliance and streamline its business licensing process.

The pricing schedule below is structured to reflect the confidence we have in our ability to deliver timely results consistent with the goals of Park City. We are certain that the City and County will enjoy the same level of service and success as our other client communities that have converted to MUNIRevs | LODGINGRevs from similar circumstances.

Modules	One-Time Implementation	First 6 Months	6 Months After Go Live	Year 2 Pricing
Nightly Rental Identification, Monitoring and Compliance	\$15,000	\$3,500/month	\$2,625/month (25% discount)	\$2,362.50/month (Additional 10% discount)
Nightly Rental License Portal	\$2,200	\$4,375/month	\$3,500/month (25% discount)	\$3,150/month (Additional 10% discount)
24/7 US-Based Complaint Hotline	\$875	\$500/month	\$500/month	\$500/month
Business Licensing 6 total custom license workflows	\$8,200	\$990/month	\$990/month	\$990/month
Totals	\$26,275 \$0 (100% discount)	\$9,365/month	\$7,615/month	\$7,002.50/month

Year	Total
Year 1	\$128,155
Year 1 100% Implementation Discount Applied	\$101,880
Year 2	\$84,030

Pricing Details to Include Summit County Solution

Modules	First 6 Months	6 Months After Go Live	Year 2 Pricing
Nightly Rental Identification, Monitoring and Compliance	\$2,000/month	\$1,500/month (25% discount)	\$1,350/month (Additional 10% discount)
Totals	\$12,000 Months 1-6	\$9,000 Months 6-12	\$16,200 Year 2 Total

Year	Total
Year 1	\$21,000
Year 2	\$16,200

Monthly billing of annual ongoing fees commences at the lesser of 1) the completion of implementation or 2) 45 days after contract signature date.

The above ongoing fees for per property pricing will be locked in for the first year of the contract and two additional one-year renewal options. Above pricing assumes ~3,500 properties and ~14,000 advertisements within Park City's jurisdiction. ~2,000 properties and ~8,000 advertisements within the unincorporated Summit County Jurisdiction.

Additional Workflow Cost: \$2,200/workflow

*Payment Processing: Jurisdiction contracts directly with gateway and payment processor. Fees are ~\$.40 per e-check plus statement and gateway fees of \$20/month. Credit card fees are also competitive rates but we can implement an automatically collected credit card convenience fee to offset these fees, if desired.

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Minda Stockdale

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Level Two Special Event, Beethoven Music Festival at the McPolin Farm, in a Form Approved by the City Attorney
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[McPolin Barn Beethoven Concerts Staff Report](#)

[Exhibit A: Beethoven Festival at the Barn Event Details](#)

[Exhibit B: Beethoven Festival at the Barn Special Event Permit 2021 with CUP](#)

City Council Staff Report

Subject: Special Event Approval at McPolin Farm
Author: Minda Stockdale
Department: Executive
Date: July 1, 2021
Type of Item: Administrative

Recommendation

Conduct a public hearing, review, and approve a request to approve a Level Two Special Event, the Beethoven Festival at the Barn, in a form approved by the City Attorney.

Executive Summary

According to the 2019 [McPolin Farm \(the Farm\) Conditional Use Permit](#) (CUP), City Council retains authority to approve/deny all Special Events at the Farm, regardless of the level of event.

The Park City Chamber Music Society submitted a Special Event Application request to host four, one-day acoustic, classical music concerts as part of the Beethoven Festival in the Shed at the Farm. There are several items to note when considering approval including:

- Park City Chamber Music Society is the first external event applicant in many years. They are a local non-profit organization and intend to charge nominal a fee for admission, which will support the artists that perform and the organization itself.
- If approved, the four one-day events, will bring total events at the Farm to ten annually.
- While the music is acoustic and unamplified, a noise exemption is required per section [\(6-3-11\)](#). It is likely the sound of the music will exceed the limits [\(6-3-9\)](#) outlined in the Noise ordinance.
- Friends of the Farm are supportive of the event, and believe it aligns with the McPolin Farm mission, goals and allowable uses for the Shed as stated in the [McPolin Farm Administrative Policy](#).
- Special Events reviewed the application for compliance with title 4A and the CUP.
- If approved, staff and Friends of the Farm wish to use the Beethoven Festival in 2021 as a model to inform best-practice guidelines for future events by external applicants.

In addition, after completing a structural upgrade of the Barn in 2016, City Council provided direction to incrementally increase the number of events at the Farm within the total annual allowance of 12 one-day events. This included consideration for applicants outside of the City, specifically non-profits, and stipulated that events should be passive, non-invasive of staff time and resources, and protect the space.

Background

March 8, 2018 [McPolin Farm Update](#) (page 4) / [Minutes](#) (page 3)
April 4, 2019 [McPolin Farm CUP Amendment](#)
April 24, 2019 [McPolin Farm CUP Amendment](#) / [Minutes](#) (page 10)
February 25, 2021 [McPolin Farm Update](#) (page 4)

In 2019, Beethoven Festival made a request to host a series of acoustic, classical music concerts at the Farm. This request was withdrawn due to the pandemic.

Analysis

Staff and the Council review the application according to section [4A-1-1.7\(B\)\(2\)](#) of the code. Staff determined that the event is a Level Two Special Event. Ticketed patrons will be limited to 50, and attendance size is not expected to exceed 75 people at any one time, including musicians and volunteers. The event has minor impacts to surrounding areas and requires a minor transportation [plan](#), including a shuttle service and drop-off plan. The Applicant hired a transportation service. Given the anticipated attendance, staff does not recommend additional public safety resources.

The CUP outlines additional event criteria. Draft findings and complete conditions of approval consistent with the underlying requirements of the CUP and Level Two Event criteria are attached as Exhibit B.

The Beethoven Festival counts as four (4) one-day events at the Farm per the CUP. However, per title 4A and the event level limits listed below, the Beethoven Festival is permitted as one Level Two event. While the number of annual events is capped to 12 at the Farm, Level Two Events are unrestricted per title [4A-2-3\(F\)](#). A chart of Special Event Level Limits, which includes the Beethoven Festival, is included below.

Event Level Caps	2018	2019	2020	2021
Level 1 - unrestricted	28	21	4	13
Level 2 - unrestricted	25	20	13	17
Level 3 - 17	15	11	5	6
Level 4 - 10	9	10	2	10
Level 5 - 10	9	9	2	3
Estimated # of Permitted Events	86	71	26	49

McPolin Farm Events				
Total events allowed per year	2018	2019	2020	2021
12	3 - Level one events	7 - Level one events	5 - Level one events	6 - Level one events 4 – Level 2 events

Funding

A Chart of Anticipated City Service Fees is below. The applicant has not applied for a fee reduction and is willing to pay the fees below for four concerts.

2021 Beethoven at the Barn City Service Fee Estimate		
Fee Item	Department	Fee
Special Events Application Fee	Special Events	\$80.00
Trash Pickup	Parks Department	\$135.60
Total Estimated City Service Cost		\$215.60

Attachments

Exhibit A: Beethoven Festival at the Barn Event Details

Exhibit B: Beethoven Festival at the Barn Special Event Permit Draft

Exhibit A: Beethoven Festival at the Barn Event Details

Event Dates, Venue & Attendance:

- The event will be held Thursdays, August 5, 12, 19 and 26 at the Farm.
- Tickets are \$20 per person and must be purchased in advance of concerts. Sales will be open to the community and sold through at www.pcmusicfestival.com.
- No more than 50 tickets per concert will be sold, as determined by the Applicant.
 - o This attendance allows the applicant to allow adequate spacing due to COVID-19 concerns and to stay within the 75-person limit for use of the Shed in case of inclement weather.
 - o In addition to ticketed attendees, up to six musicians will perform in the Shed, and audience will be seated outside on the patio in the evening from 6:30 p.m. to 8:15 p.m. Concerts will end at 8:15 to allow time for breakdown and clean up.
 - o In addition to the 50 ticketed attendees, Beethoven Music Festival will provide up to six volunteers for the event.
- Per section [6-3-11](#) of the municipal code, a variance relief from the noise restrictions has been granted by the Police Department at a level not to exceed 80 decibels from 5:00 p.m. to 9:00 p.m. for acoustic, non-amplified sound.

Operations, Setup:

- Staff will meet Beethoven Music Festival onsite the day prior to and day of each event per the applicant's request.
- Staff recommends allowing a grand piano to be stored in the Shed at the Farm during the month of August. The Applicant is aware of that the Shed will be open during the August 13 Barn Tour event and regular maintenance visits by City staff. The Applicant understands the City is not responsible for any damage or liability from or to the piano while stored onsite. The Piano will be removed from the site by September 1, 2021.

Sustainability

- Minimal trash and waste management is expected at the Beethoven Festival events, as no food or drink is being sold.
- Beethoven Festival staff will manage their own recycling during the event.
- Park City Parks Department will remove Trash per the fee schedule.

Signage:

- Signage will be limited to small scale directional signage to help people get to the Shed. Directional signage will not be placed in a manner to drive pedestrians from the parking areas or trails to the Farm. Signage will not be placed to direct traffic from the roadway.
- There will be no banners or signage. Two tall stand-up banners will be placed inside the Shed on each side of the performers. These banners only identify the Beethoven Festival Park City and not include any other sponsors.

Sponsorship:

- The CUP specifies that up to 12, one-day, City Council-sponsored, special public events per year are permitted. City Council's sponsorship includes approval of the

event for use of the site as outlined. Staff will provide City and McPolin Farm logos to be used on their ticketing site to indicate approved use of the site. No use of logos or signage will be displayed onsite.

Transportation:

A park and ride shuttle has been organized by the Applicant to take place at St Mary's Church to the Farm. Guests will be dropped off on the Farm access road cul-de-sac, which is consistent with City-hosted McPolin Farm transportation plans.

- All deliveries are required to be scheduled and submitted to the McPolin Farm Manager for approval, no less than a week before the events.



SPECIAL EVENT PERMIT

Level of Event: Level Two
Event Name: Beethoven Festival at the Barn
Event Date(s): August 5, 12, 19 and 26
Event Time(s): 1:00 p.m. - 9:00 p.m. (including set up and breakdown)
Event Location: McPolin Farm
Permittee: Park City Chamber Music Society, Inc.
Contact Person: Leslie Harlow, 801-671-3549
Approved By: City Council of Park City
Approval Date: Thursday, July 1, 2021

The City Council has approved a Level Two Special Event Permit for the **Beethoven Festival at the Barn** to be held at the McPolin Farm. This Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A-2 based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval and according to the 2019 McPolin Farm Conditional Use Permit.

CUP Conditions of Approval

1. Subject to CUP Condition of Approval 1, the event will not exceed twelve (12) one-day events per year, is City Council-sponsored and open to the public. Special event permit shall be processed by staff under a Special Event Permit and reviewed and approved/denied by the City Council.
2. Subject to CUP Condition of Approval 2, the event shall not exceed 150 persons maximum.
3. Subject to CUP Condition of Approval 3, use of the farm complex includes the reconstructed McPolin shed and appurtenant outdoor spaces.
4. Subject to CUP Condition of Approval 4, event includes a City-approved event transit plan to transport event patrons to and from the farm site. No event patron parking will be permitted on the Farm property, including the east side of 224.
5. Subject to CUP Condition of Approval 5, parking along SR 224 during event is prohibited.
6. Subject to CUP Condition of Approval 6, applicant has not requested use of the Barn and Farm House. Use of the McPolin Barn and Farm House shall be allowed for monitored tours and education community events only, subject to approval and occupancy limits set by the Chief Building Official.
7. Subject to CUP Condition of Approval 7, applicant has not requested additional exterior lighting. No requested additional exterior lighting shall be permitted for special events.

8. Subject to CUP Condition of Approval 8, the event complies with the municipal noise ordinance.
9. Subject to CUP Condition of Approval 9, the event does not preclude public trail use of the property.
10. Subject to CUP Condition of Approval 10, The City's Special Events Department has reviewed all event components under a Special Event Permit such as traffic, parking, transportation, signs, food service, attendance, lighting, and noise. Review of such items has been coordinated with all City Departments as well as the Park City Fire District and Summit County Health Department.
11. Subject to CUP Condition of Approval 11, a key lock box for Emergency Services is installed on site to allow for Emergency Vehicle Access. This is in the form of a PCFD-approved, shared MasterLock on gate and building entrances.
12. Subject to CUP Condition of Approval 12, applicant has not requested any sales. Sales may be permitted if they are subordinate to the primary event, and no event shall be considered expressly for the purpose of selling merchandise for commercial enterprise.
13. Subject to CUP Condition of Approval 13, applicant has not requested sale of merchandise. Sale of merchandise shall be identified in the Special Event Permit.
14. Subject to CUP Condition of Approval 14, all Standard Project Conditions apply.

Findings of Fact:

1. The Beethoven Festival at the Barn to be held at the McPolin Farm during the following days and times: Thursdays, August 5, 12, 19 and 26, 2021 from 1:00 p.m. to 9:00 p.m. including set up and breakdown.
2. Staff has determined that the activity proposed is a Level Two Special Event according to section 4A-1-1.7(A) and 4A-10-1.7(B).
 - a. The proposed activity is a unique cultural and entertainment activity, held for nonprofit purposes, occurring for a limited duration that impacts the City by involving use of, or having impacts on, City Property, or requiring City licensing and service beyond the scope of normal business and creates the following impacts:
 - a. Use of public property, and facilities,
 - b. Outdoor temporary events that do not normally occur with the permitted venue use, and
 - c. Necessitates need for a transportation plan.
 - b. The organized activity has use of and impact on City Property. Staff has determined this event as a Level Two event based on:
 - a. Attendance is not to exceed 75 people and the event is in a series of non-consecutive occurrence.
 - b. The event has minor impact to surrounding areas and can be held within existing venue use.
 - c. The event requires minor transportation plan including drop off and offsite transportation and parking mitigation plan.
3. The Permittee has submitted an application and staff has made findings for compliance of 4A-2-4 Standards for Permit Approval, including the conditions of approval are sufficiently mitigated to ensure transportation access in accordance with the Park City Transportation Demand Management Plan, public safety in

accordance with the City pursuant to the following criteria, in order of priority including:

4. Reasons for hosting the event in Park City and venue/use area are consistent with Park City's Goals and the McPolin Farm Mission and Use Policy. The event creates a complete community through its core values and partnerships to support community goals, local cultural and historic celebrations. The event is unique and authentic with a tie to the community and not solely using the public property as a backdrop or venue.
5. The event does not unreasonably restrict existing public access or adversely impact shared space or the public due to the number of events, the nature of the event, or the proposed location and or location conditions.
6. The event is not primarily retail and or solely to avoid more restrictive general zoning and license regulations.
7. The conduct of the Special Event will substantially interrupt or prevent the safe and orderly movement of the public transportation or other vehicular and pedestrian traffic at the McPolin Farm.
8. The conduct of the Special Event will not require the diversion of so great a number of police, fire or other essential public employees from their normal duties as to prevent reasonable police, fire or other public services protection to the remainder of the City.
9. The event will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
10. The Permittee has secured offsite parking at Saint Mary's Church and hired a transportation company to provide shuttle services to the McPolin Farm. Limited parking is permitted at the McPolin Farm Trailhead. Parking is not permitted along SR 224.
11. The Permittee has provided monitors for crowd control and safety, services and sanitation equipment to ensure that the Special Event will be conducted without creating unreasonable negative impacts to the area and with due regard for safety and the environment. The Permittee has secured adequate transportation and off-site parking in the vicinity of the event. The Permittee is willing to provide required insurance for the event and services required to ensure compliance with City Ordinances, in this case the Noise Ordinance.
12. The event does not propose to partner with Disruptive Technology.
13. The event does not create imminent possibility of violent disorderly conduct that would endanger public safety or cause significant property damage.
14. The Permittee has paid for previously required City Services.
15. The event does not conflict with any other events due to geographic separation, proposed time and duration, anticipated attendance volumes, necessity for public personnel, equipment, and transportation services, and anticipated traffic impacts. The Permittee, Park City Chamber Music Society, Inc and Leslie Harlow, have worked with City Staff to ensure that all conditions of the event will be met. The Event Organizer has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and has not previously demonstrated an unwillingness or inability to conduct an event pursuant

to the terms and conditions of Title 4A regarding Special Events or a previously authorized event in accordance with the law or the terms of a permit or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A, Chapter 2.

Conditions of Approval:

1. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by Thursday, July 1, 2021.
2. The Permittee is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification, and detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager no later than July 1, 2021. Such documents shall be attached to this permit.
3. The Permittee shall incorporate such measures as directed by Staff to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Permittee.
4. As according to section 6-3-11 of the Municipal Code, a relief from Noise restrictions has been granted for the event by Chief of Police on the basis of undue hardship. The permittee has been granted a permit for relief from the noise restrictions for acoustic music not to exceed 80 decibels, to be measured at a ninetieth percentile sound pressure level (L90) of any measurement period (which shall not be less than 10 minutes). Noise may not be amplified. The exemption is permitted during the following dates and times:
 - Thursdays, August 5, 12, 19 and 26, 2021 from 5:00 p.m. to 9:00 p.m.The Permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses and public facilities. If a complaint is received by Park City Police Department, they will investigate the complaint. If asked by the Park City Special Events or Police Department, the permittee shall turn noise down to mitigate concerns of noise from surrounding residents, businesses or public facilities.
5. The Permittee shall provide monitors for crowd control and safety, in addition to, any other services or facilities necessary to ensure compliance with City noise, sign or other applicable ordinance(s).
6. The Permittee may not access the site for set up without permission from the Park City Farm Manager or their designee. The Permittee may meet with the Farm Manager or their designee the day before for set up and day of for operation of the event. All breakdown and clean up must be completed no later than 10 p.m.
7. The Permittee may not drive on the site of the Farm, unless they receive express permission from the Farm Manager or their designee no less than twelve hours in advance.
8. The Permittee has requested storage of a Grand Piano at the Shed. The Permittee understands that another Farm tour will take place on August 20, 2021 and accepts all liability for storage, placement, and removal of the Piano from the site. The Piano

is not to be placed at the site before August 5, 2021 and must be removed from the site by August 27, 2021.

9. The Park City Special Events, Trails, Police, Fire, Building Official/Fire Marshal, and Emergency Management Departments have the right to cancel the event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
10. The Permittee is required to provide proof of liability insurance in the amount of two million dollars (\$2,000,000) per occurrence / three million dollars (\$3,000,000) aggregate, two million dollars (\$2,000,000) in auto liability, and proof of workman's comp in the amount of one million (\$1,000,000) for each disease and accident as required the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. The obligation to provide the insurance shall be considered a binding contract. All Permittees shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
11. The approval identification provided with the approval of this permit must be always in possession of the permittee while on location and must be made available for inspection when requested by City authorities or the public. The permittee is responsible for providing a schedule of events and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-6.
12. The permittee is responsible for paying for City Services within 30 days of receiving an invoice from Park City Municipal Corporation.

PASSED AND APPROVED this Thursday, the 1st day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

—

City Manager, Matt Dias

Attest:

, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Beethoven Festival at the Barn

Supplemental Plans

“To insure prompt and accurate processing of your application, ensure that all supplemental materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application plus transportation, parking, and traffic control plan, weather/emergency plan, waste and recycling plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, sponsor and marketing plan, noise exemption request, site map, and permission for use of properties, as mentioned in Park City Municipal Code 4A-2-3(G), in addition to contingency plan, operations plan, planned rest areas, water, and toilet facilities, and will ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs as stated in Section 4A-2-11(B)”

Plans as requested in this excerpt from the Special Events Application:

Weather Emergency Plan

In the case of severe weather emergency, particularly if there is the threat of lightning, the audience, staff, volunteers and performers will gather inside the Shed for safety. The directors will oversee arranging for the shuttles to collect the attendees and deliver them back to their parked vehicles. Efforts will be made to safely accomodate those who would have been hiking or biking at the end of the performance, which could include additional shuttle service.

Waste and Recycling Plan

The Park City Chamber Music Society will provide recycling bins onsite on the patio and will instruct the attendees to utilize these bins. The Chamber Music Society will remove the separated recycling items and transport them to the recycling center. The bins will be stored inside the Shed until the next concert. On August 26, the bins will be returned to Minda Stockdale at the location of her choice.

Garbage will be disposed of in the garbage cans provided by the City of Park City and the Chamber Music Society will bear the cost of having this service provided by the City of Park City.

Staff and Volunteer Plan

Park City Chamber Music Society Staff - Leslie and Russell Harlow will oversee the setup on Setup Days and during the concert events. They will be assisted by the Festival guild of volunteers who are assigned specific areas - Trailhead drop-off, check-in table, restroom coordination, attendee seating, mask compliance and distancing and shuttle ride coordination.

Operations Plan

Leslie and Russell Harlow will oversee the operations, including pre-event marketing and promotion, volunteer coordination,

Water Station: Water will be provided for all. We will set up a water station with paper cups rather than plastic, with the aim to have all paper products made from recycled material, then recycled use.

There will be no vendors or concessions at these concerts, due to Covid-19 concerns.

Sponsor and Marketing Plan along with Community Impact and Outreach and Notification Plan: These concerts at the McPolin Farm will be promoted along with the whole Beethoven Festival Park City summer concert season, featured on the Festival website at <http://www.beethovenfestivalparkcity.org>. The Beethoven Festival maintains a significant online presence. The Festival will be marketing the full summer season through email, text, the website, the Festival pages on Facebook, through editorial coverage by the Park Record and on the Park City Chamber Music Society Beethoven Festival Youtube channel. The Park City Chamber Music Society also posts on NowPlayingUtah.com and is a member of the Park City Chamber of Commerce and will include these concerts on the Chamber Calendar. Most of the promotional material is digital and is created in-house by the Festival staff and volunteers.

There will be no vendors or concessions at these concerts, due to Covid-19 concerns.

Noise Exemption Request: Included separately

Site Map: See below:

Permission for use of property: The permission to use the parking lot space at St. Mary's Catholic Church is the only use of property. The email confirming the permission for this use is attached.

Contingency Plan/ Operations Plan

Given the difficulty of changing the shuttle and parking plans in place, there is not a weather contingency plan to move the performance elsewhere. If it is impossible to present the concert, the Festival will give ticket holders the option of using the tickets for another concert of their choice (not including the Barn Concerts) or, if requested, refund ticket costs back to the purchasers. Festival tickets remain valid and can roll over to next seasons.

In addition, the concerts are scheduled early in the evening to give all attendees time to safely leave during sufficient daylight. Attendees will be advised that they will be seated outdoors and should bring hats and umbrellas and consider sunscreen.

Given that heat can also be an emergency, the staff will offer for vulnerable individuals to be able to sit inside the Shed, in the cooler, shaded area where the artists are performing.

The concert times are also timed late enough to provide shade from the sun in the patio area in front of the Shed, so that the audience is not sitting in direct sunlight during the performance.

Emergencies:

All the volunteers and staff will be required to study the emergency plans supplied with the application, and will be prepared to respond to emergencies, including the possibility of health emergency, and will work swiftly to respond appropriately.

The Park City Chamber Music Society will notify all ticket purchasers and attendees of safety requirements, including the staggered access to the restrooms, allowing for time to disinfect the restrooms frequently.

Green Checklist: See attached

There are several areas where the Checklist is not applicable, since attendees are not encouraged to bring food, and no food or concessions are being served or provided. There will be no temporary structures such as tents, electrical power needs are minimal. Attendees are being asked to help make this an eco-responsible event if they do bring anything with them and there will be no vendors. The Park City Chamber Music Society already uses reusable linens at all its events.

Signage:

All signage will be presented on 2.5'x4' or smaller a-frames posted to identify the bike parking area, and will be used to help instruct attendees on Covid safety rules: Masks required at all times, Social Distancing required at all times, Location of restrooms and staggered use of the restroom facilities required.

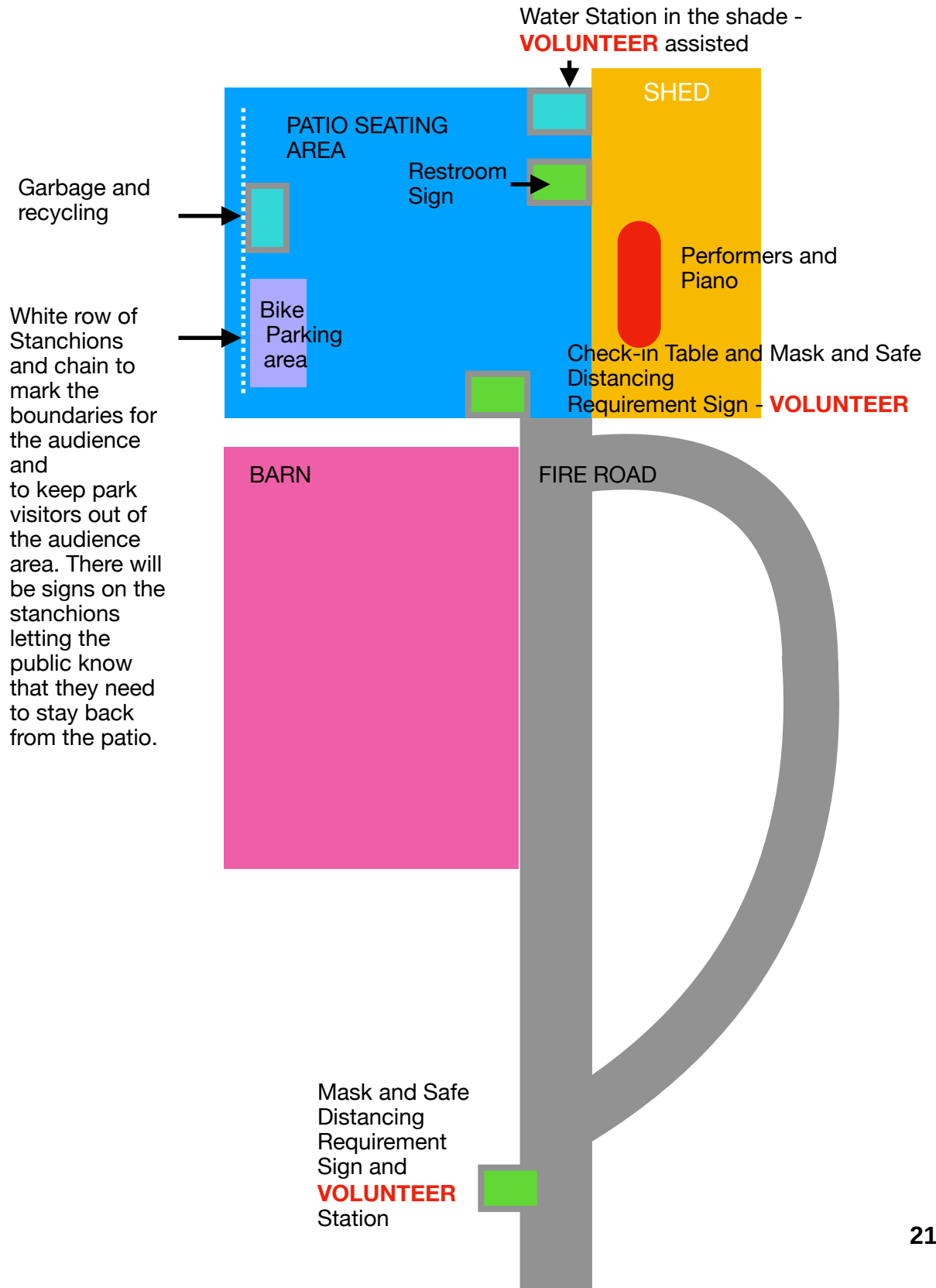
There will be no sponsorship banners, no Festival banners except two tall stand up banners, positioned inside the Shed on each side of the performers. These banners only identify the Beethoven Festival Park City and no sponsors.

Site Plan

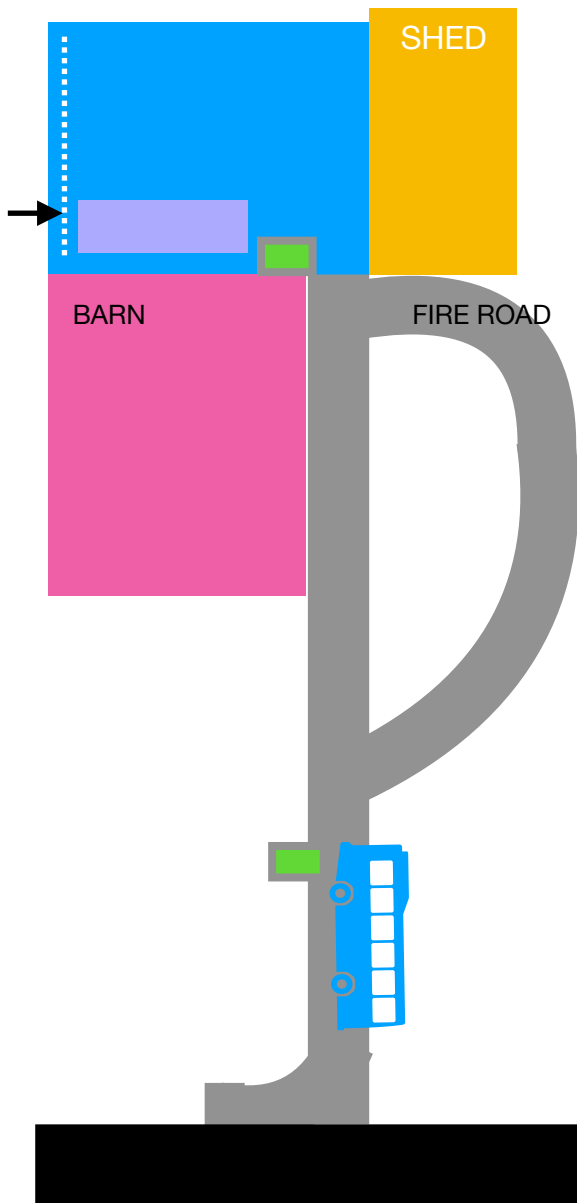
Signage: Signs are small A-frame signs regarding Covid safety protocols, Restroom Distancing guidelines.

Table: One check-in table for Festival volunteers and staff to check in the attendees.

The audience will be seated on the patio.



Transportation Plan - Attendees are being encouraged to bike or hike in, be dropped off at the Trailhead Lot north of the Barn, or take the shuttle provided. See the attached Transportation Graphic.



The Festival is providing a shuttle that will transport concert attendees to and from the concert. The attendees will disembark at the top of fire road at the entrance to the patio area.

The shuttle begins its trips to the Farm at 5:30pm, transporting the attendees until the concert begins. At the end of the concert the attendees will be transported back to the Church parking lot.

St. Mary of the
Assumption
Catholic Church

Catholic Church Parking
Lot - Parking for the
Shuttle - Attendees
Check-in with Festival
Volunteer posted here.

Trailhead Parking Lot -
Drop-off is permitted.
Festival Volunteer will be
posted here to make
sure the drivers park
elsewhere.

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Christopher Phinney

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the Supplemental Plan and Level Five Special Event Permit for the Park City Kimball Arts Festival in Accordance with Park City Municipal Code 4A and the City Services Agreement in a Form Approved by the City Attorney's Office
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Kimball Arts Festival 2021 Staff Report](#)

[Exhibit A: Analysis of 2021 Kimball Arts Festival](#)

[Exhibit B: Kimball Arts Festival Draft Permit](#)

City Council Staff Report



Subject: Kimball Arts Festival Supplemental Plan Approval
Author: Chris Phinney
Department: Special Events
Date: July 1, 2021
Type of Item: Legislative

Recommendation

Conduct a public hearing, review, and approve the Supplemental Plan and Level Five Special Event Permit for the Park City Kimball Arts Festival in accordance with Park City Municipal Code 4A and the City Services Agreement in a form approved by the City Attorney's Office.

Executive Summary

The Park City Kimball Art Center Festival is a long-standing event that is fundamental to the identity and character of the Park City community. The 2021 Festival will be held August 6-8. City Council retains authority to approve changes to the annual Supplemental Plans for as stated in section 1.2 of the Kimball Arts Festival (Festival) [City Services Agreement](#). Supplemental plans that promote the efficient and successful operations of the Festival will be considered. Failure to agree on changes to existing plans will result in the use of the 2019 supplemental plans.

Background

The Festival is a [long-standing event](#), which was cancelled in 2020 due to the pandemic. The Kimball Art Center (KAC), a local non-profit organization has worked to make several changes due to impacts of COVID-19 and operational changes.

The current City Services Agreement expires after the 2021 Festival on August 15, 2021. KAC has requested a one-year extension of the current contract due to COVID-19. Staff will return for that discussion at a subsequent meeting.

Analysis

The Festival has applied for a Special Event Permit. Chapter [4A of the Park City Municipal Code](#) provides criteria for evaluating the level of event and requirements for approval.

The City restricts the number of events permits annually. Staff determine Event Levels based on the degree of City impacts, including but not limited to attendance and type of venue, transportation, and public safety impacts. Once caps are reached, an event applicant may amend their Application to reduce scope to be recategorized into another general category if it does not fall during a [Peak Time Period](#). Event Level caps are linked [here](#).

Staff has determined that the Festival is a Level Five event because:

- The Application is for a cultural, entertainment and unique activity, held for non-profit and charitable purposes, occurring for a limited duration that impacts the City by involving use of and having impact on City Property. The event requires licensing and services beyond the scope of normal business and liquor licensing and creates impacts:
 - Interruption of the safe and efficient flow of transportation including streets and public rights of way, which include full road closures on streets and sidewalks necessary for the safe and efficient flow of transportation and pedestrian movement.
 - Use of public property and facilities.
 - Use of City parking facilities.
 - Use of amplified sound above that which is defined in Title 6 of the code.
 - Need for public safety beyond their normal scope of operations.
 - Licensing or services beyond normal scope of business.
 - Outdoor temporary events that do not normally occur with the permitted venue use.
- Attendance throughout the duration of the event time period is estimated to be above 5,000 people and occur on consecutive days.
 - The event has moderate to severe impacts to surrounding areas and cannot be held within existing venue or use areas.
 - The event requires transportation needs including removal of parking, requires a transportation mitigation plan, requires offsite parking plan, road closures and residential transportation mitigation and increased Park City Transit.
 - The event requires public safety staffing needs beyond their normal operations including support in the venue and moderate transportation mitigation as well as support of public safety personnel from outside of the City's jurisdiction.

Supplemental changes for the 2021 Festival are as follows:

Festival changes that impact City Services:

- Installation of Light pole Banners on Kearns Blvd. This will increase the KAC City Service Fees by \$4,532. However, KAC is still within threshold limit of City Service Fees (summarized in Exhibit A and below in Funding Source).

City changes that impact Festival operations:

- Transit staffing for operations on the ground. To supplement this, staff is seeking internal staff from other departments to assist with customer service at transit hubs.

Operational changes the Festival intends to make:

- Add a "Party Like A Local" event on Friday night on Heber Avenue Main Stage. Attendees can enjoy the event free of charge or purchase an optional enhanced package. Noise will end at its normally scheduled time at 9 p.m.
- The Festival will not require locals to go to the Kimball Art Center to pick up wrist bands for Local's night. Locals will need to provide proof of Summit County residency at the gate upon entry.
- Changing to daily admission instead of weekend passes to allow the Festival the flexibility to cap sales if needed due to COVID-19. Admission prices will be:

- Advance purchase - \$10 for adults, or \$5 for kids (6 to 17), free entry for kids 5 and under.
- Day of Ticket pricing - \$12 for adults and \$7 for kids (6 to 17), free entry for kids 5 and under.
- Reduction of 10% of booths for social distancing, as at time KAC needed to make operational changes, it was requested that all events take measures to reduce size and scope of events. (Normally the Festival has 276 booths, this year they will have 246 booths). This will result in an approximate \$18,000 loss of revenue to the Festival.
- All entrance gates will be powered by renewable energy sources as sponsored by Rocky Mountain Power.
- All food vendors are required to use compostable serving utensils.
- Eliminating the Beer Garden at Miners Park to increase social distancing space. This area will be replaced with Studio on Main programs including a community weaving project.
- Due to staffing shortages, the Festival is actively seeking a new sponsor for their Bike Valet, as Cole Sport can no longer staff or sponsor. The Bike Valet is a requirement of the Festival through their contract. If they do not find a sponsor, they will at a minimum provide bike racks.
- The Festival will supplement refillable water stations with bottled water sales for patrons who are concerned about sharing water sources. Two hydration stations will be located at Miners Park and Town Lift Plaza with free reusable water bottles.
- A Local company, Top Shelf, will manage all beer gardens.
- Kids programming will not have face painting due to COVID-19 concerns.
- Educational programming will no longer have a participation charge, instead this will be replaced with a \$5 suggested donation.
- Music programming, which is programmed by Mountain Town Music, will be booked to highlight music as a performance art – educational materials will explain genres.
- New signage will be displayed on Town Lift Bridge. The Festival is responsible for receiving permission from property owner for the new signage.

Based on the Application and [Supplemental Plan](#) received from the KAC, Staff recommends approving the changes requested by both the KAC and City for the 2021 the Festival. Both parties are working together in good faith to ensure impacts are significantly mitigated. Full details and further analysis is included in Exhibit A.

Funding Source

Funding for City services associated with the Festival comes from the General Fund and is estimated to cost \$167,036. Per the [City Services Agreement](#), services cannot exceed \$180,000. KAC makes an annual \$10,000 contribution to the City to offset the cost of the City Services regardless of the City Service Fee total. The City does not provide cash payment to the Festival for the event. Final total of City Service Fees will be provided in the debrief which is required by November.

Attachments

Exhibit A	Analysis of 2021 Kimball Arts Festival
Exhibit B	Kimball Arts Festival Draft Permit

Event Timeline & Operations

The Park City Kimball Arts Festival will be held as follows:

Park City Kimball Arts Festival Hours:

- Friday, August 6, from 5:00 to 9:00 p.m.,
- Saturday, August 7 from 10:00 a.m. to 8:00 p.m.
- Sunday, August 8 from 10:00 a.m. to 6:00 p.m., break down and move out by 12:00 a.m.

The footprint of the event includes:

- All of Main Street (and side streets),
- Swede Alley,
- Heber Avenue,
- Bob Wells Plaza,
- Flagpole Parking Lot,
- Wasatch Brew Pub Parking Lot
- Nonexclusive use of Sand Ridge Parking Lots and China Bridge.
- 9th Street is to remain open for Transit Operations.
- Part of North Marsac lot is to remain the footprint for Park City Police, Fire, Sherriff, Emergency Management and other Public Safety Personnel. The other section will be used for Parking Permit holders.
- 7th Street will be utilized as the location for the Bike Valet.

Locations for Kids Activities, VIP, Volunteer, KAC and Staff Offices are as follows:

- Kids Activities – Town Lift Plaza
- Volunteer Lounge – Gateway Business Center with satellite location at the Rockwell Room
- Media Lounge – Gateway Business Center
- KAC Staff Check In & Offices – Gateway Business Center

Admission & Tickets

- Daily ticket sales will replace weekend passes.
- Friday Locals Free night will return.
- Advanced Ticket pricing: \$10/day for adults, \$5/day for kids (ages, 6-17), free for 5 and under.
- Day of Ticket pricing: \$12/day for adults, \$7/day for kids (ages, 6-17), Free for 5 and under.

Operations & Set Up for the Park City Kimball Arts Festival

- Operational Set Up begins on Wednesday, August 4. Outreach will take place the week leading up to this event and will notice HPCA and surrounding residents of parking removals.
- Operational Set Up in the Brew Pub Lot will begin on Wednesday, August 4 on the South side of the lot, entire lot on Thursday, August 5.
- Event Setup begins on Friday, August 6 at 3:00 a.m.
- Event Break Down will be complete by Sunday, August 8 at 11 p.m.
- Operational breakdown will be complete by Tuesday, August 10, 2021.

Transportation & Parking Plans

The Kimball Art Center and Park City Staff continue to work closely regarding Transportation and Parking Plans. In coordination with the Transportation Planning and Parking Services Department the Kimball Art Center has created a transportation and parking plan that is consistent with the work that is being implemented to reduce traffic in the City.

Parking has been secured for Park City School District, Park City Resort and Deer Valley at various times throughout the Festival. PCKAF and Staff are working to coordinate consistent messaging for residents and attendees regarding impacts and expectations. Transportation Plans will include:

- Bus Only Lane on Deer Valley Drive
- Free Parking at Park City School District and Resort Lots (times may vary)
- Ecker Hill Park and Ride
- Paid Parking Friday Rates are normal Saturday and Sunday rates are \$5 per hour max \$18 from 9 to 5 p.m. at 5, rates drop to \$3 per hour max \$18 first hour free.
- Increased Public Safety Personnel at Key Intersections at Residential Access Points on Friday Night of the Festival.
- Bike Valet at 7th Street –the same as in 2019.
- As in years past, Transit will add additional Transit Operations on 9th Street and the Old Town Transit Center.
- Staff is working to develop Taxi, Ride Share and Hotel Shuttle drop off and pick up locations. These have not yet been finalized at the time of this report.
- In addition, KAC continues to encourage all attendees to Carpool, Bus, Bike and Walk to the event.

Community Engagement & Notification Plans

The Kimball Art Center and Staff have worked to increase notifications regarding the event for both guests and residential impacts. The following is a list of Community Engagement & Notification plans for the event.

- Text Alert System – Text PCARTSFEST to 888777 to receive impact information
- HPCA Coordination & Information – City Staff attended May & June HPCA meetings to make them aware of changes this year. Staff will continue to update and coordinate with HPCA as the event approaches.
- City Hosted Impact Information – To be posted on the City and Kimball Art Center's Website. Such information is geared to help residents understand impacts and mitigations during the event.
- Door to Door Merchant and Resident outreach
- Kimball Art Center has provided a direct contact list for coordination with the City's Community Engagement and Emergency Management Teams.
- Social Media, Radio, TV and Newspaper Marketing & Information – specifically to address using alternate modes of transportation

Environmental Sustainability

As part of their City Service Agreement, Kimball Art Center has a staff member in charge of managing waste for the event. In addition to offering recycling at their event, Kimball Art Center is taking steps to reduce environmental impacts at the 2021 Park City Kimball Arts Festival by:

- All entrance gates will be powered and sponsored by Rocky Mountain Power renewable power sources.
- All food vendors are required to use compostable serving materials.
- The Kimball continues to promote alternative transportation options to the event.
- The Kimball staff will work with vendors to promote a no idling policy during set up and breakdown of the event.
- Require vendors (food and artists) to no longer use plastic bags, and to use recyclable serving materials. It is highly encouraged that packaging and serving materials be biodegradable.

Exhibit A – Analysis of Park City Kimball Arts Festival Summary of Changes for 2021

- Require vendors to properly disposal of waste water.
- Tents will be weighted with cement blocks instead of water filled weights as available.
- Kimball has encouraged their food vendors to no longer offer products in glass bottles or use Styrofoam.
- Offering a free Bike Valet
- Encouraged vendors to have materials printed on post-consumer recyclable materials.
- Many artists use repurposed or recycled materials in their work.

Signage

- As in 2019, a banner sign will be placed to the Marriot Summit Watch/Town Lift pedestrian bridge and the stairs leading from Main Street to the Town Lift Plaza.

Financial Considerations

According to section 10 of the City Services Agreement, The Kimball Art Center is required to make an annual contribution to the City towards the cost of City Services in the amount of \$10,000, with City Services not to exceed \$180,000. A Chart of Anticipated City Service Fees is below, including a comparison of City Services between 2019 and 2021.

Fee Item	Department	2019 Costs	Est. 2021 Costs
Special Events Application Fee	Special Events	\$640.00	\$640.00
Building Permit	Building	\$202.84	\$2,000.00
Special Use of Public Parking (Parking Removal)	Parking Services	\$10,000.00	\$10,000.00
Increased Cleaning	Building Maintenance/ Parks	\$1,500.00	\$1,500.00
Transportation Operations	Transit	\$72,473.00	\$72,473.00
Banner Installation	Parks	\$800.00	\$4,523.35
Public Safety Personnel	Police	\$66,937.00	\$72,900.00
Equipment	Streets	\$3,000.00	\$3,000.00
Total Estimated City Service Cost		\$155,552.84	\$167,036.25

Event Coordination

A summary of events that occur on the same day as PCKAF are below. According to section [4A-2-5](#) of the municipal code, staff finds that these events will not duly interfere with each other. While this is a Peak Time Period, all of the events listed below are the same are returning events that existed on the 2020 Calendar.

Exhibit A – Analysis of Park City Kimball Arts Festival Summary of Changes for 2021

Please also note that the weekend after Arts Festival (August 13, 14 and 15) is the ‘quiet weekend with no Park Silly Sunday Market.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
August 6	Deer Valley Music Festival	Deer Valley Snow Park Amphitheatre	6:00 p.m. to 10:00 p.m.	3,500 – anticipating sell out concert with increased transpo mitigation
August 7	Deer Valley Music Festival	Deer Valley Snow Park Amphitheatre	6:00 p.m. to 10:00 p.m	3,500 – anticipating sell out concert with increased transpo
August 7	Park City Trail Series	Quinn’s Junction and Round Valley	7 a.m. to 1 p.m.	400
August 8	No other permitted events	NA	NA	NA



Exhibit B: PCKAF Level Five Special Event Permit DRAFT

SPECIAL EVENT PERMIT

Type of Permit: Level Five
Event Name: 2021 Park City Kimball Arts Festival
Event Date(s): Friday through Sunday, August 6 through 8, 2021
Event Time(s): Set up to begin at 3 a.m. (August 6, 2021)
Event to be held 6:00 a.m. to 9:00 p.m. as indicated below
Breakdown complete by midnight (August 8, 2021)
Event Location: Main Street, Heber Avenue and Swede Alley
Permitee: Kimball Art Center
Contact Person: John Stevenson, john.stevenson@kimballartcenter.org
Approved By: Special Events Coordinator X City Council of Park City
Approval Date: July 1, 2021

The Park City City Council has approved the Level Five Special Event Permit for the Park City Kimball Arts Festival as part of the current City Services Agreement that was executed on November 3, 2016. The Park City Kimball Arts Festival is to be held on Main Street, Heber Avenue and Swede Alley on August 6 through 8, 2021. This Level Five Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Per section [4A-1-1.7\(A\) and](#), Staff has determined PCKAF is a Level Five event based on the following:
 - The Application is for a cultural, entertainment and unique activity, held for non-profit and charitable purposes, occurring for a limited duration that impacts the City by involving use of and having impact on City Property. The event requires licensing and services beyond the scope of normal business and liquor licensing as defined by and creates impacts through the following:
 - Interruption of the safe and efficient flow of transportation including streets and public rights of way, which include full road closures on streets and sidewalks necessary for the safe and efficient flow of transportation and pedestrian movement.
 - Use of public property and facilities.
 - Use of City parking facilities.
 - Use of amplified sound above that which is defined in Title 6 of the code.
 - Need for public safety beyond their normal scope of operations.
 - Licensing or services beyond normal scope of business.
 - Outdoor temporary events that do not normally occur with the permitted venue use
2. Per section [4A-1-1.7\(B\) staff has determined the event to be a Level Five event due to:](#) Attendance throughout the duration of the event time period is estimated to be above 5,000 people and may be a series or have consecutive days of occurrences.
 - The event has moderate to severe impacts to surrounding areas and cannot be held within existing venue or use areas.



- The event requires transportation needs including removal of parking, requires a transportation mitigation plan, requires offsite parking plan, road closures and residential transportation mitigation and increased Park City Transit.
 - The event requires public safety staffing needs beyond their normal operations including support in the venue and moderate transportation mitigation as well as support of public safety personnel from outside of the City's jurisdiction.
3. Park City Kimball Arts Festival Application has been reviewed. The applicant has sufficiently mitigated adverse impacts to ensure transportation access in accordance with the Transportation Demand Management Plan, and Public Safety in accordance to the requirements of the Park City Police Department.
 4. The Special Event provides positive economic, cultural and community value and is in alignment with the Park City General Plan and City Council's Biennial Strategic Plan.
 5. The Park City Kimball Arts Festival is organized by the Kimball Art Center, which is a local nonprofit in Park City and therefore reasons for hosting the event on Park City's Main Street are consistent with previous years, the Special Service Agreement and align with the City's core values. Specifically the event and the organization support Park City's community goals, local and regional culture. Park City Kimball Arts Festival is not using Park City Main Street as a backdrop or venue with no authentic tie to the local community or city goals.
 6. The Park City Kimball Arts Festival provides direct economic benefit to the City through sales tax, overnight visitation or indirect benefit through marketing and branding value compared to community impacts and costs of providing services.
 7. The Park City Kimball Arts Festival is a long-standing event (more than 50 years) and targets local gathering and underserved participants and adds uniqueness to the existing event calendar.
 8. The Park City Kimball Arts Festival does not unreasonably restrict public access or adversely impact shared space or public due to the number of events, nature of the event or location.
 9. The event is not primarily retail and or solely avoiding more restrictive zoning and licensing regulations.
 10. Park City Kimball Arts Festival will operate during the following 2021 dates:
Friday, August 6 through 8, 2021
Friday – 5:00 p.m. to 9:00 p.m.
Saturday – 10:00 a.m. to 8:00 p.m.
Sunday – 10:00 a.m. to 6:00 p.m.
 11. According to section B(2.5)(2) of the Kimball Arts Festival City Services Agreement, Main Street shall be reopened to traffic and parking by 11:00 p.m. or sooner when possible on Sunday, August 8, 2021. The permittee will organize load-in and load-out for each vendor, as well as, ensure that traffic in the area continues to move during this high traffic time. The permittee is responsible for working to establish and follow parking plans. The permittee will have volunteers as well as the help of Park City Police Department to ensure that efficiency of traffic, transportation and public safety.
 12. According to section C(6.1)(1) of the Kimball Arts Festival City Services Agreement, he permittee has worked with Park City Parking Services Department on exclusive use of the following City parking lots for vendors; Flag Pole Parking lot, Bob Wells Parking lot, Wasatch Brew Pub Parking lot and the top South level of China Bride and the bottom two levels of China Bridge parking garage.
 13. The permittee has established a weather and emergency plan and will train staff and volunteers to the requirements of the plans. The permittee has established these plans to



maximize the safety event attendees, volunteers, staff, the general public. There are no weather dates for the event, but the permittee is aware that weather could interfere with the possibility of the event's proposed activities. In the case that the event were to be cancelled due to dangerous weather conditions, they would notify the general public as well as participants in the event. The permittee understands that Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel or postpone the event at anytime due weather or emergency conditions.

14. The events associated with the Park City Kimball Arts Festival will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
15. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
16. A summary of events that occur on the same day as PCKAF are below. According to section [4A-2-5](#) of the municipal code regarding conflicts, staff finds that these events will not duly interfere with each other due to geographic separation, proposed time and duration of the events, and have mitigated anticipated traffic and parking impacts. While this is a Peak Time Period, all of the events listed below existed on the 2019 event calendar and significantly mitigated. The weekend after Arts Festival (August 13, 14 and 15) is a quiet weekend.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
August 6	Deer Valley Music Festival	Deer Valley Snow Park Amphitheatre	6:00 p.m. to 10:00 p.m.	3,500 – anticipating sell out concert with increased Transpo-mitigation
August 7	Park City Trail Series	Quinn's Sports Complex/Round Valley	7:00 a.m. to 1:00 p.m.	475
August 7	Deer Valley Music Festival	Deer Valley Snow Park Amphitheatre	6:00 p.m. to 10:00 p.m.	3,500 - anticipating sell out concert with increased Transpo-mitigation

17. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
18. The Permittee has worked with City Staff and applicable departments to address all event concerns. The Permittee demonstrates an ability and willingness to conduct the event



pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a permit, or both.

19. Staff finds Park City Kimball Arts Festival is consistent with the measures as outlined in the City Services Agreement as entered into on December 16, 2017, and supports Council's goal of creating a complete community that values economic diversity, arts and culture, and a thriving mountain community. This event creates a community gathering place, encourages and supports the Historic Main Street Alliance, Park City Businesses and encourages local and regional tourism and supports continued Main Street vibrancy.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A regarding Special Events.

Conditions of Approval:

1. The permittee, unless otherwise affirmatively agreed in writing, at its' cost, shall incorporate such measures as directed by Staff to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Permittee.
2. The permittee, is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification and Private Property Use Permission, detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with from the Chief of Police, Transportation Manager, Chief Building Official and Economic Development Manager.
3. The permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, overnight security and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.
4. The permittee will organize load-in and load-out for each vendor, as well as, ensure that traffic in the area continues to move during this high traffic time. The permittee is responsible for working to establish and follow parking plans. The permittee will have volunteers as well as the help of Park City Police Department to ensure that efficiency of traffic, transportation and public safety.
5. The permittee is required to submit a waste and recycling plan which will be reviewed and approved in accordance with the PCMC Event Sustainability Standards. Kimball Art Center shall report sustainability statistics in the debrief report of the event.
6. In accordance with the Transportation Demand Management Plan, the permittee is required to distinguish a transportation and parking plan, including obtaining private property permission or executing lease agreements for such public property use that utilizes available public parking and can accommodate the anticipated attendance numbers. Parking for shall be identified, managed and secured for ADA, VIP, Staff and Volunteers, and Drop and Go/Taxi/For-Hire Lot,



as well as Transit Services provided and managed by the permittee. Offsite parking areas for spectators are required with Transit Service secured by the permittee at the Park City School District and/or Resort properties and the permittee must provide such proof of permission to the City. Such plans shall be reviewed and approved by the Chief of Police and Transportation Planning Manager. Access to area businesses, public facilities and residential homes must be maintained at all times.

7. The permittee has requested an exemption to the noise ordinance 6-3-11, As according to section 6-3-11 of the Municipal Code, relief from noise restrictions in chapter 6 of the municipal code on basis of section 6-3-11(B)(3) in which the permittee is preforming an activity that there is no reasonable alternative and a relief from restriction has been granted by the Chief of Police including that the noise from the stationary source of sound shall not exceed a ninetieth percentile sound pressure level (L90) of:

- a. Friday to Sunday, August 6 to 8, 90 dBA during the daily operations of the Festival as listed in the beginning of this permit. No amplified noise is permitted from the Kimball Roof Top Patio during this time.

Any sound outside of these timeframes as listed above shall be kept to the noise levels as outlined in section 6-3-9 of the Municipal Code. The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses and public facilities. If a complaint is received by Park City Police Department, the police department will investigate the complaint from the source of the complaint. If asked by the Park City Special Event staff or Police Department, the permittee shall turn noise down to mitigate concerns of noise from surrounding residents, businesses or public facilities. The permittee shall provide on-site management for each aspect of the event and shall be responsible to ensure that the sound system maintains level adjustments not to exceed provisions of the Park City Noise exemption as outlined above.

8. The permittee is responsible for assisting the City in an outreach and communication plan, including event engagement and outreach plan before the plans are considered by Council, an event notice and outreach plan with direct primary and secondary contacts for City, Kimball Art Center staff leading up to the Festival for final reminder of impacts and review of debrief for Festival operations in a form to be approved by the Special Events Manager to surrounding businesses and residents.
9. The permittee shall provide with a final plan for the Park City Kimball Arts Festival, which includes final site plans, transportation, security/public safety and parking management plans including details of the operations for venues as required by the Economic Development Manager, Chief of Police and Transportation Planning Manager no later than 10 days before the event.
10. The permittee, is required to provide waiver and release of damages and indemnification insurance coverage in an amount as required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. The permittee shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees as described in section 4A-2-10 and 4A-2-4(F).
11. All plans for tents, stages and other temporary structures as well as flammable materials shall be submitted and approved by the Building Department no later than June 15, or no less than one week prior to the first day of set up for each venue. Tents, stages or other temporary structures are not permitted on the Kimball Terrace for either the Kimball Arts Festival.
12. The permittee is responsible for securing all City, County and State permit approvals required



- for this event shall be secured by no later than 10 days in advance of the start of the event.
13. The permittee is responsible for maintaining a staff and volunteers plan. Such plan shall be provided to the Special Events Manager and Economic Development Manager.
 14. The permittee's use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
 15. All third party approvals including the Park City School District, Summit County and State of Utah, permit approvals required for this event shall be secured by 30 days in advance of the event and submitted to Park City Municipal Corporation.
 16. The Permittee will provide an official Kimball Art Center Venue and Sponsor list and sign plan for the event. Kimball Art Center shall have use of the areas as outlined in the site plans.
 17. All handouts, flyers, banners and other signage, shall comply with the Park City Municipal sign code and be approved by the Planning Department.
 18. Kimball Art Center estimates overall attendance of the Kimball Arts Festival in 2021 in Park City will be 50,000. The Permittee shall modify operations as directed by Staff to address any substantive change in conditions created by the growth in attendance to the event with regards to maintaining public safety, traffic and transportation impacts to the City.
 19. Estimated City Service fees for the Park City Kimball Arts Festival in 2021 are \$167,036. As per section 10.3 of the City Services Agreement, the Kimball Art Center is responsible for paying \$10,000.00 towards the cost of City Services. Final financial reporting in City Service fees shall be reported in the debrief.
 20. Kimball Art Center will address any requirements from the Chief Building Official, and Public Safety Personnel regarding placement of emergency staff and equipment. Kimball Art Center will submit an Emergency Operations Plan to be coordinated with Park City Police, Emergency Management and Park City Fire District.
 21. The Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management Departments have the right to cancel the event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
 22. The approval identification provided with the approval of this permit must be in possession of the permittee at all times while on location and must be made available for inspection when requested by City authorities or the public. The permittee is responsible for providing a schedule of events, and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-4.

PASSED AND APPROVED this Thursday, the 1st day of July, 2021.

PARK CITY MUNICIPAL CORPORATION

City Manager, Matt Dias

Attest:

, City Recorder

Approved as to form:



Mark D. Harrington, City Attorney

DRAFT

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Accept a Donation of a Sculpture to the Public Art Collection Created by Lyman Whitaker for the Peterson Family in Memory of Abbey Peterson Cordery via an Art Agreement Approved by the City Attorney's Office
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Public Art Donation Acceptance Staff Report](#)

[Exhibit A: Abbey's Art Donation Letter](#)



City Council Staff Report

Subject: Public Art Donation Acceptance
Author: Jenny Diersen
Department: Economic Development
Date: July 1, 2021
Type of Item: Consent

Recommendation

Accept a donation of a sculpture to the Public Art Collection created by Lyman Whitaker for the Peterson Family in memory of Abbey Peterson Cordery via an Art Agreement approved by the City Attorney's Office.

Background

Artist [Lyman Whitaker](#) is represented by local Park City galleries and was a cousin to Abbey. The Peterson Family followed the PAAB Donation Policy including completing a written proposal with design and site criteria, and associated costs the donation form for consideration (Exhibit A). The artwork is in memory of Abbey Peterson who passed away last year after battling breast cancer. Abbey grew up in Park City, attended school at Carl Winter's Middle School, which is now Park City Library. Both her and her family are long standing community members.

PAAB considered the acceptance of the donation in compliance with the PAAB's donation policy at the June 14 meeting including holding a public hearing on the matter.

PAAB reviewed the proposal, opened the discussion for public input in which no public comment was received. PAAB voted unanimously in support of the acceptance of the artwork into the Park City Public Art Collection and agreed that the artwork should be displayed at the Park City Library because of Abbey's love of the library.

Analysis

Under the [Public Art Policy and Resolution 17-2016](#), PAAB makes recommendations regarding artwork, and City Council shall have final authority over the decision. In cases that are specific to donations to be considered, the donor shall present a proposal to the PAAB, and PAAB shall accept or reject the donation based on the [goals and objectives](#) as set forth in the [PAAB Policies](#). Public Art is part of the Community's Top Priorities and is an important part of Arts and Culture that helps connect the community as well as creates a sense of place.

This specific donation ties directly to the [PAAB's Mission, Vision, Strategies and Goals](#), which has been approved by City Council and specifically states – That the PAAB's Mission is to *Enrich and connect the Park City community through visual art in public spaces*. Additionally, the Vision of the PAAB is to *inspire a complete community, celebrating Park City's vibrant history, culture and environment*.

PAAB also acknowledged Abbey's contributions to our community, her support and love for the Park City Library. PAAB believes the artwork is unique to the collection, made of durable materials and follows the goals and objectives of the public art selection process. The artwork reflects a sense of place including telling the story of our community and connects to Park City's history and landscape.

Staff has coordinated with the Park City Library, Open Space Manager and Building Department on this item. If approved, the artwork will be installed in time for Abbey's Celebration of Life at the Park City Library on July 15.

Funding Source

There is no funding associated with this donation. Typical maintenance of artwork would be the responsibility of the City once accepted.

Exhibits

Exhibit A: Proposed Gift of Art in Memory of Abbey Peterson Cordery

May 9, 2021

To: Park City Public Arts Advisory Board

Re: Proposed Gifts of Art

This letter is to submit a request for an Art Donation which will be donated in honor of my sister Abbey Peterson Cordery who passed away last fall from breast cancer. The Park City Garden Club is planting a tree in her honor at the Park City Library on June 1, 2021 and my relatives Stacy and Lyman Whitaker want to donate a Wind Sculpture designed for her to be placed by her tree. Abbey grew up in Park City and not only attended the Carl Winter's Middle School, which is now the Park City Library but also loved the library. She spent a lot of time there which is why we wanted to have a place where we can come visit as well as other friends and community members. We feel that the addition of the art install would not only add to the beauty of the library but add to the Park City art culture which has grown over the years. I have included some pictures of some of his designs. We have yet to see his final piece for the donation. I am really lucky to have four wind sculptures in my backyard and when the wind blows they are a special addition to my outdoor space.

His website is <https://www.whitakerstudio.com/>

LYMAN WHITAKER is the original creator of Wind Sculptures. His designs include the [Tulip](#), [Double Helix](#), and [Agave](#). Lyman's copper wind spinners—which are also made in stainless steel—last for generations and require little maintenance.

“With 32 years as a professional sculptor, Lyman has a vast knowledge of metals and design. This, coupled with his love of nature, is the foundation for his unique Wind Sculptures.

Lyman's sculptures embrace an organic theme. He strives to invoke a soothing yet mesmerizing impression with each sculpture. His lifelong ambition is to inspire a stronger bond between mankind and mother earth through his work.”

I hope you consider this art donation. It would mean a lot to our family to remember my sister Abbey who was a lifetime member of the Park City Community. If you need more information or have questions I can be reached at andrea@alpinesportspc.com or 435-602-9403.

Andrea Terwillegar, sister of Abbey Cordery , Joe Cordery (spouse) and Amanda Peterson (mother)



Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Facility License Agreement for Park City Film in a Form Approved by the City Attorney's Office

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[PC Film Facility Lease Approval Staff Report](#)

[Exhibit A: Park City Film 20/21 Season Overview](#)



City Council Staff Report

Subject: Park City Film Facility Lease Approval
Author: Jenny Diersen
Department: Economic Development
Date: July 1, 2021
Type of Item: Legislative

Recommendation

Hold a public hearing and approve a Facility License Agreement for Park City Film in a form approved by the City Attorney's Office.

Background

Park City Film (PCF) is a non-profit organization that been a tenant in the Park City Library since 1995. The [current Facility Lease for PCF](#) was executed in 2014 as part of the library expansion. It was extended in 2020 for one year due to the pandemic and expires on June 30, 2021. PCF has provided an overview of their 2020/2021 season (Exhibit A).

Analysis

Staff recommends that City Council consider renewing the contract with the following terms for an updated lease:

- Six-year lease (expiring June 2027).
- Change annual notice deadline to not renew to December 1 (6 months' notice).
- Hold rent at the current rate for 2022 and 2023. Rent increases would resume at a 3% increase after 2023. A chart of anticipated annual rental fees is below. The rent is below fair market value.
- Clarify that prorating for Sundance closure be taken off March rent.
- Allow up to two week-day screenings per month for screenings with no specificity on the day of the week (currently only allowed on Thursdays).
- Allow one screening in July and August.
- Update to current City and State insurance standards.

Year	Base Cost	% of Increase	Dollar Increase	Total Lease Fee
2021-22	\$24,684.62	0	\$0.00	\$24,684.62
2022-23	\$24,684.62	0	\$0.00	\$24,684.62
2023-24	\$24,684.62	0.03	\$740.54	\$25,425.16
2024-25	\$25,425.16	0.03	\$762.75	\$26,187.91
2025-26	\$26,187.91	0.03	\$785.64	\$26,973.55
2026-27	\$26,973.55	0.03	\$809.21	\$27,782.76
				\$155,738.62

Rents in Park City have increased significantly over the past six years—anywhere from 30-60% depending on the area of town. Specifically, rents on Main Street have gone up at least 50%. For example, what was \$30-\$45/SF, is now \$50-\$80/SF for retail level, and \$16/SF \$25/SF for the second floor. In Prospector, first-floor office rents are around \$22-24/SF, and second-floor office space rents at approximately \$19-22/SF. Similar commercial spaces such as East West Center first and second floor, are at \$22-25/SF. A market and City fee schedule cost breakdown is below.

Space	Size (sf)	Type of Use	Mkt Value	Total Mkt Value	Notes
Office	160	Exclusive	\$20/sf	\$3,200	market estimate
Storage	310	Exclusive	\$20/sf	\$6,200	market estimate
Santy Auditorium		Shared	\$200/hr	\$156,000	Based on PCMC fee schedule Gp 2- Lib. Fees-6 hours/movie x 130 movies
Comm Room		Shared	\$150/hr	\$117,000	Based on PCMC Fee Schedule Gp 2 - Lib Fees-6 hours/movie x 130 movies
Kitchen	200	Shared	\$15/sf	\$3,000	art not science
Pantry	20	Shared	\$10/sf	\$200	art not science
Total Market Value				\$285,600	

Utah Code section 10-8-2 requires municipalities to appropriate funds for “corporate purposes only.” Utah Code §10-8-2(1)(a)(i). Those purposes are, in the judgment of the municipal legislative body, any purpose that “provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city.” Utah Code § 10-8-2(3). Although this section of Utah Code does not explicitly state that a municipality must receive consideration for any disposition of real property—such as a lease—it permits municipalities to sell or lease property only “for the benefit of the municipality . . . if the action is in the public interest and complies with other law.” Utah Code §10-8-(1)(a)(iii). Generally, courts have interpreted the statute to require property disposition to be “in good faith and for adequate consideration” because “public property is held in trust for the public.” *Price Dev. Co., L.P. v. Orem City*, 2000 UT 26, ¶ 26 (citation cleaned up). “Adequate consideration” means the municipality “must show that there is a clear present benefit that reflects . . . fair market value” for whatever is given by the municipality. *Id.* Before approving a below-market lease to a non-profit entity, the legislative body is required to hold a public hearing.

Staff supports extending the lease for another six years, suspending rent increases for 2 years, and continuing with a lease rate that is below market value. This is due to extraordinary community benefits PCF provides, especially considering the alignment of community values and benefits. Staff believes there are significant benefits in education and community value by helping provide a space for the long-standing community organization. Staff has evaluated this recommendation, and determined that the City and PCF will benefit, specifically staff finds:

1. The tenant area is surplus property and not needed for them to deliver the current or future anticipated library program for the lease term.
2. In the judgement of the municipal legislative body, this lease provides for the safety, health, prosperity, moral well-being, peace, order comfort and convenience of the inhabitants of the municipality.
3. The municipality has considered intangible benefits received by the municipality in determining value received. This includes the value of providing engagement through film and education to our local community.

4. The lease of property is necessary and appropriate to accomplish goals and objectives of the City by creating a complete community. The lease allows for job creation (creative sector), provides education and foster engagement and dialogue, provide perspective on viewpoints, and offer programs that align with community priorities.

The film and theatre industry have been disproportionately affected by the pandemic, and PCF worked to pivot programs and engage in new collaborations. PCF appreciates the City's support (rent abatement) during the pandemic. This local support, state and federal grants, and new partnerships allowed PCF to persevere through the pandemic.

In addition to the PCF programs through the lease, Park City Library is appreciative of PCF partnerships with Library programs and stated without PCF they would not be able to provide such programs to the community. Furthermore, the Library supports the PCF and finds them to be good tenants and supports their mission.

Funding

Annual Rent Fees collected for rental go to the General Fund. Minimal maintenance and operations expenses for shared use spaces are within existing department budgets.

Exhibits

Exhibit A: PC Film 20/21 Season Overview



Photo Credit: Nate Christenson Photography

PARK CITY FILM

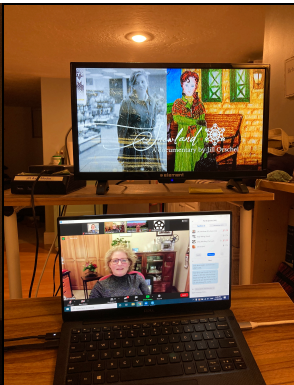
2020-2021 SEASON HIGHLIGHTS*

112 virtual cinema films
 42 Twilight Drive-in Screenings
 41 film screenings in the Santy
 3 free film screenings in Spanish
 24 community partnerships

10 screenings with Q&As/panels
 15,094 audience members
 124 frontline/essential worker tickets
 \$8,000 gift cards to local restaurants & small businesses (Shop In Utah)



The Santy is lonely during our 12-month closure



Made in Utah Filmmaker Spotlight: "Snowland," Jill Orschel



Private film screenings



Free screening of "Coco" in Spanish for Day of the Dead

OUR VISION AND MISSION

Our vision is to create an engaging and affordable arts experience for people of all ages and backgrounds - using film as a medium to entertain, inspire and educate our patrons and help Summit County remain a well informed and engaged mountain community. Our mission is to create community through film.

*Park City Film fiscal year: July 1, 2020-June 30, 2021

COMMUNITY IMPACT

26 YEARS as Summit County's only non-profit art house cinema

93%

of survey respondents say Park City Film enhances the cultural life of the community

83%

of survey respondents say Park City Film helps support a sense of community

81%

of survey respondents agree that our films make them more tolerant of other points of view

"I am a member of Park City Film [out of a] desire to support an organization that greatly enriches our community!"

- Patron Survey



Filmmakers gather for a photo before the start of the 2017 Filmmakers Showcase, featuring the work of local filmmakers ranging from junior high students to Sundance Film Festival alumni. Part of the Made in Utah Film Series.

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Facility License Agreement for Park City Cooperative Preschool in a Form
Approved by the City Attorney's Office
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[PC Coop Preschool Facility License Approval Staff Report](#)

[Exhibit A: PCCP Statement and Enrollment History](#)

City Council Staff Report



Subject: Park City Coop Preschool Facility License Agreement
Approval
Author: Jenny Diersen
Department: Economic Development
Date: June 24, 2021
Type of Item: Legislative

Summary Recommendation

Hold a public hearing and approve a Facility License Agreement for Park City Cooperative Preschool in a form approved by the City Attorney's Office.

Background

Park City Cooperative Preschool (PCCP) is a non-profit organization and has been a tenant in the Park City Library since 1993. The current [facility license for PCCP](#) was executed in 2014 as part of the library expansion. It was extended in 2020 for one year due to the pandemic and expires on June 30, 2021.

PCCP has provided an overview of their organizational goals, their place within the community, and a history of enrollment numbers (Exhibit A).

Analysis

Staff recommends City Council consider the following terms for a lease with PCCP.

- Six-year lease (expiring June 2027).
- Rent increases at 2% annually (previously at 3% annually).
- Update to current City and State insurance standards.

A chart of anticipated annual rent fee is provided below.

PC Coop Lease 2% Increase				
2021-22	\$24,521	0.02	\$490	\$25,011
2022-23	\$25,011	0.02	\$500.23	\$25,512
2023-24	\$25,512	0.02	\$510.23	\$26,022
2024-25	\$26,022	0.02	\$520.44	\$26,542
2025-26	\$26,542	0.02	\$530.85	\$27,073
2026-27	\$27,073	0.02	\$541.46	\$27,615
				\$157,775

Staff supports extending the lease for another six years, based largely on the alignment of community values and benefits. The rent is slightly below fair market, which furthers

the public purpose of education, facilitating the significant benefits of preschool education in the community through a long-standing community organization.

Rents in Park City have increased significantly over the past six years—anywhere from 30-60% depending on the area of town. Specifically, rents on Main Street have gone up at least 50%. For example, what was \$30-\$45/SF, is now \$50-\$80/SF for retail level, and \$16/SF \$25/SF for the second floor. In Prospector, first-floor office rents are around \$22-24/SF, and second-floor office space rents at approximately \$19-22/SF. Similar commercial spaces such as East West Center first and second floor, are at \$22-25/SF.

Securing the lease at a 2% year over year increase, when generally reflected against the current 4.2% CPI, allows PCMC to insulate the PCCP from volatile shifts in the market, which will allow them to keep their tuition down and enable fair compensation to employees. Staff finds that current rent at \$20/SF is at or just below the market considering:

- 3rd floor of a public building
- Nonexclusive access to restrooms and playground
*Note one hour use of playground is exclusive.
- Shared parking
- The premium cost for very limited SF (approx. 1000)."

PCCP Space	Size (sf)	Type of Use	Mkt Value	Total Mkt Value	Notes
Entry/MudRoom	160	Exclusive	\$20/sf	\$3,200	market estimate
Classroom	1,125	Exclusive	\$20/sf	\$22,500	market estimate
Playground		Exclusive	\$15/hr	\$2,700	Based on cost of Parks Pavillion Rental in PC Fee Schedule - Resident Half Day Fee is \$60/4 = \$15 x 180 days (UT school year)
Total Market Value				\$28,400	

Utah Code section 10-8-2 requires municipalities to appropriate funds for “corporate purposes only.” Utah Code §10-8-2(1)(a)(i). Those purposes are, in the judgment of the municipal legislative body, any purpose that “provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city.” Utah Code § 10-8-2(3). Although this section of Utah Code does not explicitly state that a municipality must receive consideration for any disposition of real property—such as a lease—it permits municipalities to sell or lease property only “for the benefit of the municipality . . . if the action is in the public interest and complies with other law.” Utah Code §10-8-(1)(a)(iii). Generally, courts have interpreted the statute to require property disposition to be “in good faith and for adequate consideration” because “public property is held in trust for the public.” *Price Dev. Co., L.P. v. Orem City*, 2000 UT 26, ¶ 26 (citation cleaned up). “Adequate consideration” means the municipality “must show that there is a clear present benefit that reflects . . . fair market value” for whatever is given by the municipality. *Id.* Before approving a below-market lease to a non-profit entity, the legislative body is required to hold a public hearing.

Staff has evaluated this recommendation, and determined that the City and PCCP will benefit, specifically staff finds:

1. The tenant area is surplus property and not needed for them to deliver the current or future anticipated library program for the lease term.

2. In the judgement of the municipal legislative body, this lease provides for the safety, health, prosperity, moral well-being, peace, order comfort and convenience of the inhabitants of the municipality.
3. The municipality has considered intangible benefits received by the municipality in determining value received. This includes the value of providing education to our local youth, allowing exploration and social development that PCCP primary mission is to grow children into responsible community citizens.
4. The lease of property is necessary and appropriate to accomplish goals and objectives of the City by creating a complete community. The lease allows for job creation (educators), and education services for youth.

Funding

Annual Rent Fees collected for rental go to the General Fund. Minimal maintenance and operations expenses for shared use spaces are within existing department budgets.

Exhibits

Exhibit A: PCCP Overview & Enrollment History

Park City Cooperative Preschool

Playing, Learning, and Building Community Since 1987

Park City Cooperative Preschool (PCCP) is a private non-profit school that provides play-based early childhood education while creating a strong community through parent involvement. The program was started in 1987 by a group of parents who embraced the co-op model and philosophy that has since become our motto: “Everyone participates, everyone benefits.”

The school is administered by a group of parent volunteers assisted by two highly qualified professional educators. Each family is asked to share in the operation of the school and is asked to spend one morning per month in the classroom assisting the teachers. Parents are also asked to participate on two school committees. The time commitment of each committee varies to accommodate different families’ schedules and availability.

Parents form relationships collaborating to run the school, co-oping in the classroom together, and socializing their children outside PCCP. The co-op is a welcoming place to people of all backgrounds and has become an especially important place for young families in Park City to meet peers and form community ties. This is particularly true of new arrivals to Park City, who often are drawn to the cooperative model from past experience or a natural interest in participating in their child’s learning.

The “co-op day” when parents assist in the classroom is a special day for children and parents alike. Children have special privileges and responsibilities on their co-op day, such as helping serve snack, checking the weather, being the line leader, and introducing their parent to friends, routines, and favorite toys.

As engaged volunteers in our classroom community, parents are able to model the behavior we would like our students to emulate. We believe that teaching our kids to be compassionate, caring, and responsible community members is one of the most important things we do as parents and educators.

PCCP is focused on learning through play and exploration, with an emphasis on social development and collaborative experience. Children learn math as they figure out how many students are present during circle time and how many places to set at the table

for snack. Each morning, children have the option to make mail for themselves or their friends, which is delivered later in the day. Receiving mail is a powerful incentive for children to master literacy skills as the year progresses. Daily sledding gives children an opportunity to observe the weather, put on their winter clothing independently, and work as a team to carry sleds back up the hill. The moments of learning and growing are infinite as preschoolers build towers, play dress up, share outdoor discovery, and even tidy up the toys together.

PCCP believes that children should experience the natural environment. Developing an understanding and appreciation of the natural world is a daily focus. We have transitioned our play space to include both a vegetable and pollinator garden and refurbished the “dirt and plastic” environment of the playground to a rich natural playscape (rocks, sand, mulch, and logs) which encourages creative play and exploration. Natural playscapes have been shown to foster child development in many areas, including literacy, early science learning, and environmental awareness. While PCCP retains exclusive use of the play area while school is in session, we welcome visits from community members who would like to have their children experience the space.

PCCP operates a mixed-age classroom program, with a total capacity of 32 students and a maximum of 16 children each day. Our three-year-olds meet twice a week (Monday/Wednesday or Tuesday/Thursday). Our four-year-olds also attend class on Friday when they concentrate on pre-kindergarten skills, Spanish, and special projects. Parents wanting additional days are welcome to enroll their children for both the M/W and T/TH program or share a spot to add one additional day, as space permits. Preschool hours are 9:00 am to 12:45 pm each day.

PCCP has made a deliberate decision to remain a one-classroom school. Our small size is as much a part of our school’s identity as our location in the Park City Library. The small size of our classroom fosters an environment of community which is fundamental to the Coop’s operation and culture. We have been a partner with the City since 1993 as an anchor tenant focused on community values which align with Park City’s critical priorities. We have a history of treating the facility with respect and paying bills prudently and being a cooperative stakeholder during several renovations in the building. We take pride as a school community that we are part of the Library, a

community education center. It is also a source of pride that a portion of our tuition constitutes a rent payment that generates revenue for the City.

By its very nature, the Co-op is a microcosm of the Park City community. The culture of engagement and participation that defines Park City is part of the fabric of our school. Many of our field trips involve interaction with other nonprofits and local businesses. Our students have sponsored food and clothing collections for the Christian Center; book and school supply drives for the People's Health Clinic and Holy Cross Ministries; participated annually in Operation Hope; donated over \$1000 to preserve Bonanza Flat; and helped African school children who needed clean water, Japanese earthquake victims, and Australian animals who have lost habitat in fires. Parents who "get their feet wet" volunteering at the Coop go on to become the movers and shakers in this community, becoming super volunteers in our public schools, running local non-profits, taking on public service roles, and raising kids who give a voice to the less fortunate. We could not be more proud!

From a practical standpoint, our location in Old Town creates a walk to school environment for young families in the neighborhood. As the City expands its attainable and affordable housing in town, we hope to draw more families from this area. Families in the Basin create carpools—and often spend the hours when they aren't working in the classroom patronizing the City's businesses, visiting the Library, using trails, skiing, hiking, biking, or working at other local businesses.

In many cases, parents spend those hours volunteering in siblings' classrooms or other local non-profits. The location of our school also allows us to make use of the Park City transit system to get to and from most of our monthly field trips, promoting use of public transit in our youngest citizens. The Coop has also offered a community scholarship three times in the last 10 years and made available a partial scholarship for the 2020-21 school year, in part thanks to the generous support of the City during such a challenging year.

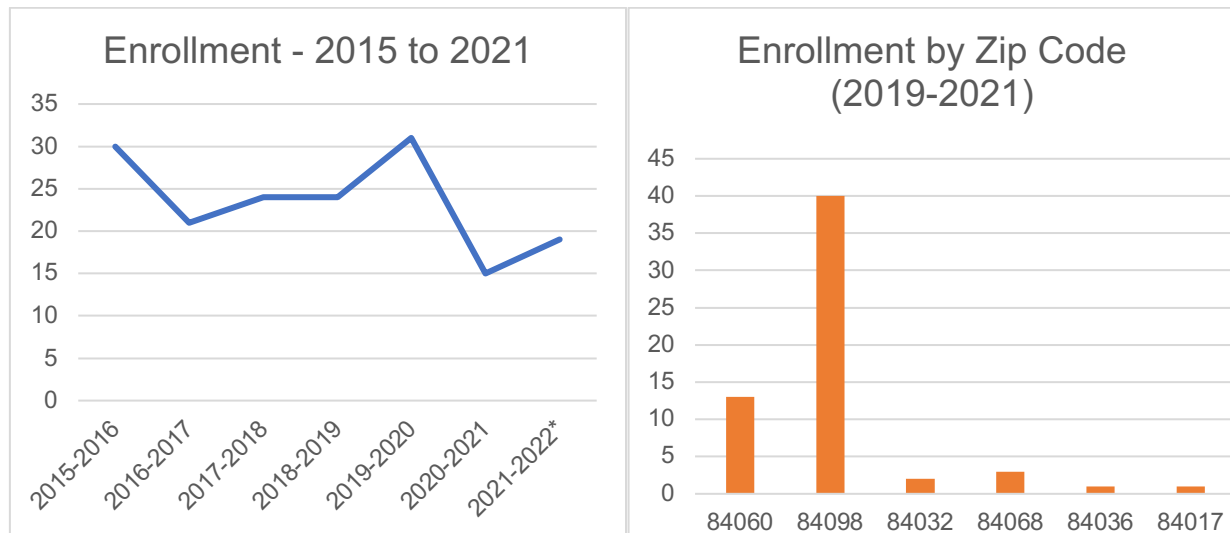
Parents have been expected to participate fully in return. Our experience has been extremely positive. Two of our scholarship students have been English language learners who have gained fluency in our program, and the parents have also gained positive experience in a school setting. Should the City's housing goals create a viable

applicant pool, we would be very happy to offer a community scholarship again in the future.

COVID-related shut downs brought about swift changes and a shaky start to the 2020-2021 school year. Our primary fundraiser was canceled and most of our fundraising was curtailed throughout 2020 and 2021. Our lead teacher of 20 years, Linda Perkins, finished her last month and a half via Zoom. We hired a new lead teacher, Julie Jahp, formerly Director of the Deer Valley Academy and Children's Center and launched into the school year with just six children enrolled, facing difficult choices and a potentially massive operating deficit.

Thankfully, through the combination of rising enrollment ultimately reaching 15 children by January (vs. our typical mid-20s), expense discipline (largely through payroll), generous rent abatement from the City, and a \$14,000 PPP loan, we were able to operate through the year without touching reserves – a feat that seemed extremely unlikely in June of 2021.

It is our hope that PCCP is able to remain in the Library building for the foreseeable future, and that our contribution to the community is one that is in line with the City's view of a community Library and Education Center.



*2021-2022 enrollment as of May 24, 2021

Council Agenda Item Report

Meeting Date: July 1, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Two-Year Lease Agreement for Lucky One's Coffee in a Form Approved by the City Attorney's Office

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Lucky Ones Coffee Lease Agreement Approval Staff Report](#)

City Council Staff Report

Subject: Lucky Ones Lease Agreement Approval
Author: Jenny Diersen
Department: Economic Development
Date: July 1, 2021
Type of Item: Legislative

Summary Recommendation

Hold a public hearing and approve a two-year Lease Agreement for Lucky One's Coffee in a form approved by the City Attorney's Office.

Background

Lucky One's Coffee (LO) is a non-profit coffee shop that employs and empowers individuals with disabilities. LO desires to continue operating at the library, growing their non-profit business, and supporting those with various abilities in our community, furthering Council's social equity goals.

On [February 1, 2018](#) (p. 114), City Council awarded a three-year, rent-free [lease for the Lucky Ones](#). The basis for the terms included:

- LO was a consensus recommendation of the 2018 RFP selection committee;
- LO is an organization that employs people with different abilities; and
- LO commitment to social equity is aligned with City Council goals and is consistent with that of the library's mission and staff values.

In June 2019, Council awarded a \$20,000 Economic Development grant for business expansion according to [Section 10-8-2 of the Utah Code](#) Annotated, and [a study was completed](#) with findings as to the basis for its consideration, including:

- the grant provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.
- PCMC considered intangible benefits received in determining net value received.

Analysis

Staff recommends City Council consider the following terms for a lease with LO.

- Two-year lease (expiring June of 2023).
- No Rent (consistent with current lease).
- Update current City and State insurance standards.

Rent

Rents in Park City have increased significantly over the past six years—anywhere from 30-60% depending on the area of town. Specifically, rents on Main Street have gone up at least 50%. For example, what was \$30-\$45/SF, is now \$50-\$80/SF for retail level,

and \$16/SF \$25/SF for the second floor. In Prospector, first-floor office rents are around \$22-24/SF, and second-floor office space rents at approximately \$19-22/SF. Similar, and more proximate commercial spaces such as East West Center first and second floor, are at \$22-25/SF.

The City's experience with multiple food service providers in City facilities has been poor. Multiple City concessioners/vendors including the Racquet Club, Ice Rink, fields complex, Bob Wells Plaza and City Park have all failed to be sustainable. Most specifically, the initial coffee concessionaire at the library did not realize the end of their lease term due to profitability and consequently reduced their level of service to reduce their losses. That lease was established with a percentage of monthly gross sales.

When the current vendor was procured, and lease entered, lease terms were drafted with an approach to support sustainability of the business and continuity of service. Council agreed that a market rate lease or percentage of profits would not benefit the community or provide the best opportunity for consistent and predictable service to both library patrons and other visitors.

Utah Code section 10-8-2 requires municipalities to appropriate funds for "corporate purposes only." Utah Code §10-8-2(1)(a)(i). Those purposes are, in the judgment of the municipal legislative body, any purpose that "provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city." Utah Code § 10-8-2(3). Although this section of Utah Code does not explicitly state that a municipality must receive consideration for any disposition of real property—such as a lease—it permits municipalities to sell or lease property only "for the benefit of the municipality . . . if the action is in the public interest and complies with other law." Utah Code §10-8-(1)(a)(iii). Generally, courts have interpreted the statute to require property disposition to be "in good faith and for adequate consideration" because "public property is held in trust for the public." *Price Dev. Co., L.P. v. Orem City*, 2000 UT 26 (citation cleaned up). "Adequate consideration" means the municipality "must show that there is a clear present benefit that reflects . . . fair market value" for whatever is given by the municipality. *Id.* Before approving a below-market lease to a non-profit entity, the legislative body is required to hold a public hearing.

Economic Development staff support extending the lease for another two years, especially considering the alignment of community values and benefits. After 2023, staff will procure café/concessionaire services unless Council directs otherwise. The same findings from February 2018 are the basis for an extension of a rent-free lease.

Staff finds:

1. The tenant area is surplus property and not needed for them to deliver the current or future anticipated library program for the lease term.
2. In the judgement of the municipal legislative body, this lease provides for the safety, health, prosperity, moral well-being, peace, order comfort and convenience of the inhabitants of the municipality.
3. The municipality has considered intangible benefits received by the municipality in determining value received. This includes the value of providing jobs to local community members with disabilities.

4. The lease of property is necessary and appropriate to accomplish goals and objectives of the City by creating a complete community and furthering City Council's goals in social equity and economic diversification. The lease allows for job creation.
5. LO is a unique business that blends retail, community gathering and social equity opportunities. The lease will provide services that are consistent with the City's Economic Development Plan in terms of expanding a local business and aligns with community moral wellbeing goals. Statistics show that 70% of individuals with disabilities are unemployed. LO specifically includes employment of 17 individuals with differing abilities and having a training program where employees can learn real life job skills. LO programs celebrate diversity and foster inclusion through the mission of creating employment and social opportunities for individuals with different abilities.

Park City Library staff is supportive of the proposed terms and does not have any concerns. Furthermore, the library staff is supportive of the continued relationship with the Lucky Ones based on the community benefit the program brings and the ease of the partnership.

Funding

There are no funding impacts associated with this Lease Agreement. Minimal maintenance and operations expenses for shared use spaces are within existing department budgets.