PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 16, 2017

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, March 16, 2017.

CLOSED SESSION

3:00 p.m. To Discuss Property

WORK SESSION

4:15 p.m. Council Questions and Comments

4:30 p.m. – Lower Park Avenue Affordable Housing Update PAGE 3

5:00 p.m. – 2017 Sundance Film Festival Debrief PAGE 15

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contract Amendment No. 1 to the Professional Service Contract with Stanley Consultants for Construction Engineering Management for the Lowell Avenue Re-Construction Project in a Form Approved by the City Attorney and for an Amount of $87,860 PAGE 83

2. Request Authorize the City Manager to Execute the Second Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with RNL Design, Inc., for the Public Utilities and Streets Facility Architectural Services for an Increase to the Agreement in an Amount Not to Exceed $97,000 PAGE 92

V. OLD BUSINESS

1. Library Field Preservation Project PAGE 100
2. 2017 Legislative Update PAGE 106

VI. NEW BUSINESS

1. Consideration to Approve Resolution 06-2017, a Resolution Proclaiming Wednesday, March 22, 2017, as Lynch Syndrome Hereditary Cancer Awareness Day PAGE 107

(A) Public Input (B) Action

2. Consideration to Approve Resolution 07-2017, a Resolution Authorizing the Sale and Issuance of Up to $25,000,000 General Obligation Bonds, Series 2017 of Park City, Utah; and Providing for Related Matters PAGE 112

(A) Public Input (B) Action

3. Consideration to Approve Resolution 08-2017, a Resolution Supporting Mountain Recreation Facilities Master Plan Completed by Park City Municipal, Snyderville Basin Special Recreation District, and Park City School District PAGE 149

(A) Public Input (B) Action

4. Consideration to Approve Ordinance No. 2017-09, an Ordinance Amending the Land Management Code of Park City, Utah, Amending Historic Recreation Commercial (HRC) District, Section 15-2.5; and Amending Historic Commercial Business (HCB) District, Section 15-2.6 PAGE 155

(A) Public Hearing (B) Action

VII. ADJOURNMENT

VIII. REDEVELOPMENT AGENCY MEETING

ROLL CALL

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

NEW BUSINESS

1. Consideration to Authorize the City Manager to Enter into a Professional Service Provider Agreement in a Form Approved by the City Attorney's Office with Elliott Workgroup Architecture LLC, for Full Design, Construction Administration and Survey and Platting Work for Both 1353 Park Avenue (Fire Station Parcel) and 1364 Woodside Avenue, in an Amount Not to Exceed $266,634 PAGE 185

(A) Public Hearing (B) Action

IX. ADJOURNMENT

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

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

The timeline for both Phases has been further developed and will be presented to City Council at this meeting. Staff seeks affirmation that staff and the design team are moving in the right direction in terms of overall schedule for both Phase I and Phase II. The Senior Center relocation/disposition is factored into this schedule due to it's strategic impact on the site preparation. The Community Center is also part of the overall timeline as a part of the LPA master planning process.

At this meeting staff will also present a narrative analysis of three different construction methods for both Phases: Traditional Stick Frame, Structural Insulated Panels (SIPS) and Modular Construction. This analysis has been prepared by Elliott Work Group (EWG). Evaluating different methods of construction will not slow down the design or construction timeline.

Staff will also present an overview of expanded scope for EWG and their consulting engineers for the preparation of design to allow consideration of modular construction in addition to the existing options that design more traditional stick frame and Structural Insulated Panels (SIPS) methods. This will be in the additional amount of $25,000. Council will be asked to consider this and expanded scope for necessary survey work during their Regular Meeting at this same meeting. The additional cost for the survey work is $16,000 and the modular design ($25,000) for a total expanded fee of $41,000 and a total contract amount of $266,634.

Respectfully:

Jonathan Weidenhamer, Economic Development Manager

RDA
Staff Report

Subject:	**Woodside Park Affordable Housing Phase I and II Update**
Authors:	**Steve Brown**
Department:	**Economic Development**
Date:	**March 16, 2017**
Type of Item:	**Administrative**

Summary Recommendation

Consider the update on affordable housing program implementation in the Lower Park Avenue Redevelopment Authority (RDA), including:

- General timeline update;
- Construction methods comparison;
- Expanded scope consideration for EWG contract.

Provide support to consider, during the Regular Meeting, expanding scope with Elliott Work Group for survey work and dual design drawings to allow option of modular application.

Executive Summary

The timeline for both Phases has been further developed and will be presented to City Council at this meeting. Staff seeks affirmation that staff and the design team are moving in the right direction in terms of overall schedule for both Phase I and Phase II. The Senior Center relocation/disposition is factored into this schedule due to it's strategic impact on the site preparation. The Community Center is also part of the overall timeline as a part of the LPA master planning process.

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Acronyms

EWG	Elliott Work Group
HDDR	Historic District Design Review

PCMC	Park City Municipal Corporation
RDA	Lower Park Avenue Redevelopment Authority
SIPS	Structural Insulated Panels

The Opportunity
The City has secured approximately 2.2 acres of contiguous property between Park and Woodside Avenues in the 1300 block. City Council has identified approximately $40 million to pursue their critical goal of creating affordable housing. The Council has also approved $4.5M in the LPA portion of the Capital budget for a recreation/community center to be located at the City Park.

Background
- On August 25, 2016, the City Council directed staff to pursue four single-family homes and four townhomes, each with an accessory apartment on the parcel where the former fire station sits on Park Avenue. The project includes a shared parking lot to the rear at 1364 Woodside. Council additionally asked staff to consider different approaches to construction to better understand the community impact/disruption as well as cost of construction. This project is considered Phase I.
- On October 20, 2016 Council provided direction on the design details of Phase 1 - housing at the former fire station parcel, including (link):
- On December 1, 2016 the City Council provided preliminary direction on the preferred concept for affordable housing on the City property between Woodside and Empire Avenue referred to as Phase II housing (link, p.6). Council was also presented with and overview and analysis of the tradeoffs balancing costs (land & construction), affordability and return on investment/subsidy goals.
- On January 5, 2017 Council approved a contract with EWG to complete design construction documents and administration for Phase 1 (link, p.129). Staff has been completing internal review between the Economic Development and Housing Departments, and that contract has not been executed at this time.

Staff is asking Council to consider an expansion of that scope to include $16,000 of survey and platting work, as well as a dual design track to keep modular construction as an option for an additional $25,000, for an additional $41,000 and total contract of $266,634.

Analysis
Evaluating different methods of construction will not slow down the design or construction timeline.

In order to better understand the cost, and timing differentials between a stick frame /SIPS methods and a modular design, we feel a response from the bid market will be most accurate test. Hiring a contractor prior to the completion of design and having them participate in the design process as a Construction Manager at-risk may be just as effective. Staff has gone through the process of selecting a Construction Manager at Risk for Pre-construction and will be seeking for Council to award the contract on March 30, 2017. Including them early may help us identify a preferred construction approach prior to bidding and therefore preclude us from actually going through full design on the modular option.

EWG will produce two sets of design documents comprised of the necessary specifications to bid a modular application against a stick frame/SIPS method. The potential benefit of a modular application is the reduction in site and neighborhood disturbance by shortening the construction period. This is done by manufacturing the modular components off site and transporting them intact for installation once the site is prepared. The ability to verify the cost comparisons between the two methods will allow for a better decision.

There is an assumption that modularity may be more expensive than traditional stick frame or SIPS methods. This is partially due to the need to isolate structural requirements from the modular company in order to align them with the base structure of the footings and foundations. The modular firms do their own structural engineering of the frame but this needs to be coordinated with the project structural engineers. There are a couple of other coordination issues such as mechanical/ engineering/ plumbing sub-trades (that will be identified by an independent set of drawings that will allow the contractor to isolate and identify costs. The contractor may be able to provide a rough order of magnitude to these costs sufficient to avoid paying for the additional set of drawings. We would intend to have this discussion prior to releasing EWG on the additional set.

During the Construction Manager at Risk (CMAR) selection and interview process, we learned that the four single family homes would not lend themselves toward modular as they are all different. The schedule would be greatly affected to phase the single family and then the townhouses. If modular is a viable option for the townhouses then the four single family houses can be constructed while the modular is being fabricated. The modular construction would not need to be split in phases. The ability to develop the design to a level that the Construction Manager can verify the cost and scheduling comparisons between the methods will allow for a better decision.

As a part of this analysis, we have provided two Exhibits to reflect the updated schedule and well as a narrative comparison of the three construction methods.

Issues for Discussion

1. Is Council supportive of the proposed timeline?
2. Does Council support staff's recommendations that they pursue a bid process that clarifies the preferred construction method to determine the cost and timing of building each type, knowing that bringing on the general contractor early may inform us enough to keep us from having to fully completed design and/or bid one method or the other.
3. Does the Council support return in tonight's regular meeting for the recommended expansion of scope for EWG to prepare two sets of construction drawings and complete survey work?

Department Review
Legal, City Manager.

Funding Source
RDA Tax Increment Finance Bonds or Related Sales Revenue Bonds

Attachments

A Overview of Construction Types Analysis, submitted by EWG
B Updated Timeline(s)

Exhibit A - Overview of Construction Types Analysis - Submitted by EWG

Woodside Park Construction Types Analysis
February 28, 2016

The design team has identified three construction approaches that are appropriate for the Woodside Park Phase 1 project. Traditional Stick Frame, Structural Insulated Panels (SIPs), and Modular Construction.

Traditional Stick Frame. This approach provides for on-site construction of the major structural, shell, wall, floor, and roof systems. It has also been referred to as Western Framing or Platform Framing.

Pros
A common perception is that stick-built homes are better constructed, last longer, and have a better resale value than prefabricated or modular homes. This perception may or may not be true. Comparisons depend on the quality of the manufactured product versus the workmanship of a builder or carpenter. The major advantage for the homebuilder is in control. The Contractor is in command of the materials and how they are assembled Likewise, Developers, Owners and Architects also have certain administrative rights as they can
oversee the piece-by-piece construction when it's built in situ (on site). The process allows for field modifications that may be required by variations or revisions that occur later in the design process. An additional advantage for the Contractor is that there are many framing sub-contractors (carpenters) that are available for this type of work, resulting, generally, in a competitive bidding environment.

Cons
Common perceptions against stick-built homes involve time and money. Generally, stick-built homes take more time to build and they cost more than houses built off-site. This additional time of construction can also cause an extended impact on surrounding property owners. Some Contractors claim that continuous construction traffic to and from the building site makes the stick-built process less than a "green" building environment. These perceptions may or may not be true.

Stick Frame construction by its nature, generally has a lower thermal performance (R-Value) and as a baseline underperforms SIPs construction. Stick Frame construction can meet the thermal and air penetration characteristics of SIP requirements, but requires additional layers of insulation on the exterior and/or more costly spray applied foam insulation between the studs of the exterior walls.

Structural Insulated Panels (SIPs)
From the Structural Insulated Panel Association: "SIPs are a system for residential and light commercial construction. The panels consist of an insulating foam core sandwiched between two structural facings, typically oriented strand board (OSB). SIPs are manufactured under factory controlled conditions and can be fabricated to fit nearly any building design." More recently with

the increase in insulation and air infiltration requirements, SIPs have become essentially an equal price for construction to Stick Frame.

Pros

The result of using SIPs is a building system that is extremely strong, energy efficient and cost effective. Building with SIPs will save you time, money and labor. Having built many buildings using Stick Frame methods and several buildings using SIPs in Park City. The building framing is essentially under construction at the time of excavation. The panels are fabricated in a factory and assembled on site in a shorter construction time frame. This is where the time savings occurs.

Generally, the interior walls in SIPs building are stick frame, so there is some traditional labor and coordination required. Thermally, these systems are superior to Stick Frame construction. Snow Creek Affordable Housing and 1440 Empire Avenue Affordable Housing were built with SIPs exterior wall systems.

Cons

SIPs projects require greater coordination early in the project. This system basically requires building the walls before the foundations are poured and all electrical and mechanical systems must coordinated before the walls are fabricated. The necessity for traditional stick framing of the interior walls and floor systems provides flexibility but does involve an extended impact to the surrounding property owners over the onsite requirements of Modular Construction.

<u>Modular Construction</u>

From the Modular Building Institute: “Modular construction is a process in which a building is constructed off-site, under controlled plant conditions, using the same materials and designing to the same codes and standards as conventionally built facilities – but in about half the time. Buildings are produced in “modules” that when put together on site, reflect the identical design intent and specifications of the most sophisticated site-built facility – without compromise.” This type of construction is particularly well suited to smaller scale residential projects.

Pros

Also from the Modular Building Institute: “Structurally, modular buildings are generally stronger than conventional construction because each module is engineered to independently withstand the rigors of transportation and craning onto foundations. Once together and sealed, the modules become one integrated wall, floor and roof assembly.”

Building off site ensures better construction quality management. Materials that are delivered to the plant location are safely and securely stored in the manufacturer’s warehouse to prevent damage or deterioration from moisture and the elements. Modular construction also, offers numerous other benefits to owners. Removing approximately 80% of the building construction activity from the site location significantly reduces site disruption, vehicular traffic and improves overall safety and security.

The thermal performance can meet the same performance as Stick Frame as the construction methodology is the same.

Cons
As with SIPs construction, Modular Construction projects require greater coordination early in the project. The floor to floor heights are generally about 6' greater and usually requires an additional stair tread and riser to reach the second floor this can push the limits of a second floor due to Park City's low height restrictions.
Overall, each system has its merits. Based on current construction pricing and construction within the limited spaces available for this project, cost is most likely not the driving factor as projects with similar thermal performance will have pricing within similar ranges.

The biggest differentiating factor is the impact to the surrounding property owners. Traditional Stick Frame construction will have the longest duration and the greatest number of sub-contractors on the site, thus having the greatest impact. Additionally, because of the length of time for construction, Stick Frame is the most susceptible to winter weather. SIPs falls somewhere in the middle of the impacts in both duration of construction and number of sub-contractors on site.

Modular Construction has by far the shortest on-site construction duration and the fewest number of sub-contractors on site during construction.
Admittedly, our team does not have significant experience with modular construction. With the above stated issues in mind, we will continue to review the Construction Types with the Construction Manager at Risk (CMAR) to determine the actual cost differences, to assist in making the final decision for the project.

Exhibit B - Updated Timeline(s)

Woodside Park Ph. 1 – Fire Station Parcel

Title	Start	End	Duration
Woodside Park - Phase I	2/28/2017, 12:00 AM	5/ 1/2018, 5:00 PM	427 day...
Gpvernmental Processing	2/28/2017, 12:00 AM	12/31/2017, 5:00 PM	306 day...
HDDR	2/28/2017, 12:00 AM	3/31/2017, 5:00 PM	24 days
CUP	2/28/2017, 12:00 AM	6/30/2017, 5:00 PM	89 days
MPD	2/28/2017, 12:00 AM	6/30/2017, 5:00 PM	89 days
Subdivision Plat	2/28/2017, 12:00 AM	6/30/2017, 5:00 PM	89 days
Condominium Plat	6/ 1/2017, 12:00 AM	1/ 2/2018, 5:00 PM	152 days
CMGC RFP	3/ 6/2017, 12:00 AM	7/ 1/2017, 5:00 PM	117 day...
CMGC Interviews	3/ 6/2017, 1:00 PM		
Award	3/ 7/2017, 12:00 AM	3/15/2017, 5:00 PM	7 days
CMGC Design Coordination	3/15/2017, 12:00 AM	7/ 3/2017, 5:00 PM	79 days
A/E Design Documents	3/15/2017, 12:00 AM	7/ 1/2017, 5:00 PM	108 day...
Schematic Design	3/15/2017, 12:00 AM	4/17/2017, 5:00 PM	24 days
Design Development	4/15/2017, 12:00 AM	5/15/2017, 5:00 PM	21 days
Construction Documents	5/16/2017, 12:00 AM	7/ 3/2017, 5:00 PM	35 days
Permit Review	4/ 1/2017, 12:00 AM	9/ 1/2017, 5:00 PM	153 day...
Demolition Permit	4/ 1/2017, 12:00 AM	5/ 1/2017, 5:00 PM	21 days
PCMC to Vacate Existing Structures	4/15/2017, 12:00 AM		
LOD & SWPPP	5/ 1/2017, 12:00 AM		
Phase I Permit Review	7/ 1/2017, 12:00 AM	9/ 1/2017, 5:00 PM	45 days
Contract Administration	5/ 1/2017, 12:00 AM	5/ 1/2018, 12:00 AM	365 days
GC Pre-Construction & Bidding Coordination	5/ 1/2017, 12:00 AM	9/ 1/2017, 5:00 PM	90 days
HAZMAT Mitigation	5/ 1/2017, 12:00 AM	7/ 3/2017, 5:00 PM	46 days
Demolition	7/ 1/2017, 12:00 AM	9/ 1/2017, 5:00 PM	45 days
New Construction	9/ 1/2017, 12:00 AM	4/30/2018, 5:00 PM	170 days
Close Out Procedures	4/ 1/2018, 12:00 AM	4/30/2018, 5:00 PM	21 days
Certificate of Occupancy	5/ 1/2018, 12:00 AM		

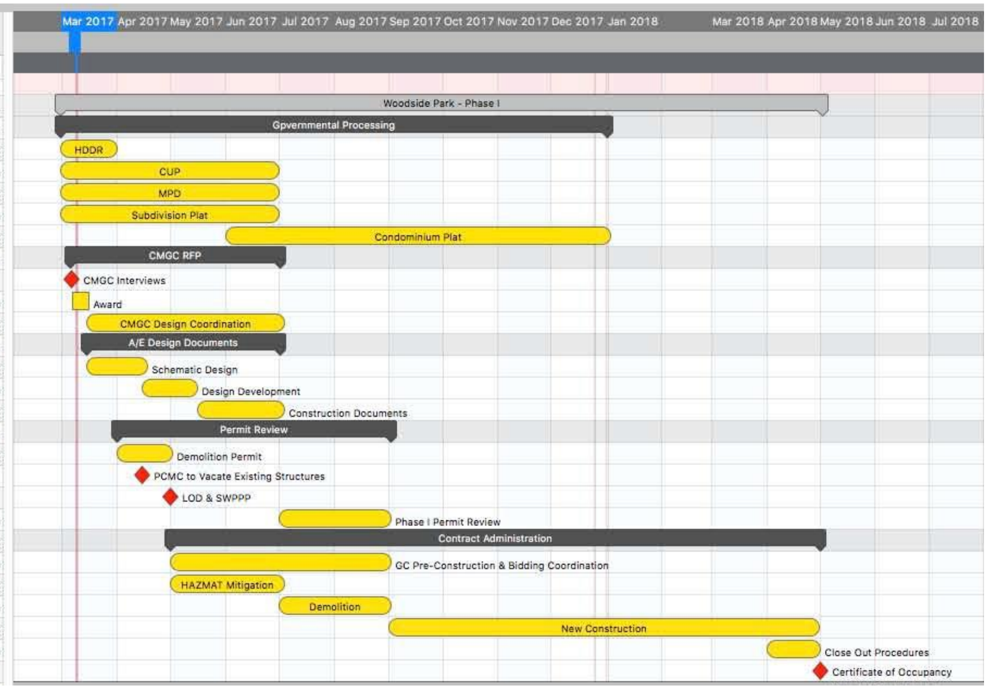

Exhibit B - Updated Timeline(s)
Woodside Park Ph. 1 - Fire Station Parcel

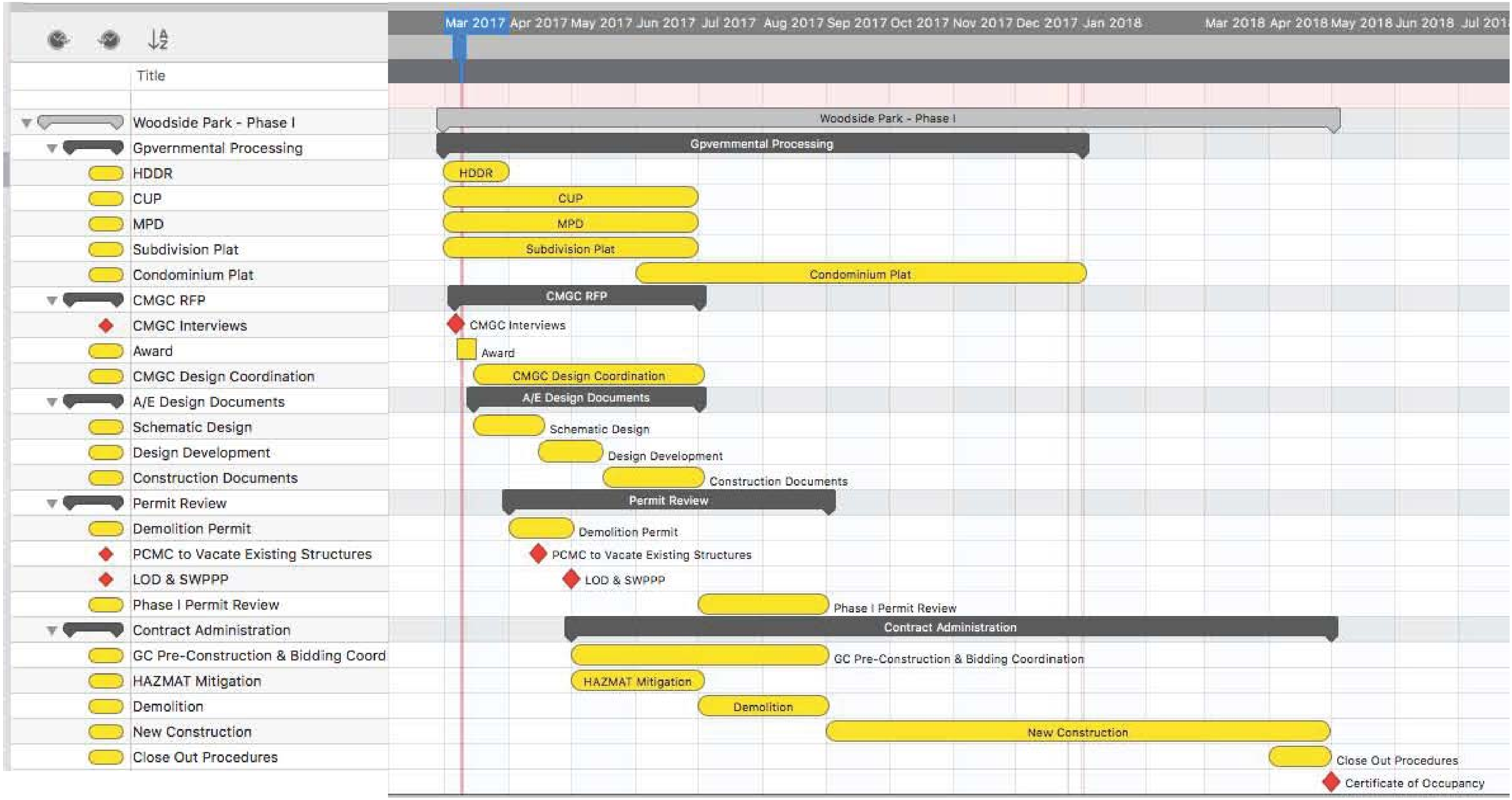

Exhibit B - Tentative Narrative

2017.02.17
Woodside Park
Proposed Schedules

Woodside Park - Phase I

CMGC	
*Short-list and Interview CMGC	Mar. 2017
*Award CMGC	Mar. 2017
HDDR / CUP / MPD	
*PCMC Planning Review Process	Ongoing - Jun. 2017 (TBD)
*Subdivision Plat	Ongoing - Jun. 2017 (TBD)
Schematic Design	
*Schematic Design	Mar. 2017
Design Development and Construction Documents	
*Design Development	Apr. - May 2017
*Demolition Permit	Apr. 2017
*Construction Documents	Jun. - Jul. 2017
*Condominium Plat	Jun. 2017 - TBD
*Permit review and Approvals	Jul. 2017
Contract Administration	
*Construction Start (HAZMAT Mitigation)	May 2017
*Construction Start (Demolition)	Jun. - Aug. 2017
*Construction Start (New)	Sep. 2017 (TBD)
*Construction Complete	Apr. 2018 (TBD)

Woodside Park - Phase II

Conceptual Design	
*EWG Concepts (Units and Townhomes)	Ongoing
City Council Meeting to discuss upper building pad "For Sale Affordable"	Mar. 2017 (TBD)
*Alliance Survey	Ongoing - Feb. 2017
*Subdivision Plat	Feb. - Jul. 2017 (TBD)
*RFP Development (PCMC)	Mar. - Apr. 2017
*RFP for A/E and Developers	Apr. - May 2017
*Award Architectural Services (PCMC)	May 2017 (TBD)
HDDR / CUP / MPD	
*PCMC Planning Review Process	Jun. - Nov. 2017
Schematic Design	
*Schematic Design	Jun. - Jul. 2017
Design Development and Construction Documents	
*Design Development	Aug. - Oct. 2017
*Construction Documents	Nov. 2017 - Feb. 2018
*Condominium Plat	Nov. 2017 - TBD
*Permit review and Approvals	Mar. 2018
Contract Administration	
*Bid and Award to General Contractor	Apr. 2018
*Construction Start (Coord. w/ Keetley)	May 2018 (TBD)

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elliottworkgroup.com

Keetley Depot

HDDR & Panelization Plan	
*EWG Documentation	Feb. - Mar. 2017
*PCMC HDDR Planning review process	Mar. - Apr. 2017
*Seniors Temporary Relocation	TBD
Preservation Documents	
*Panelization & Demolition Permit	TBD
*Re-Construction (by Others)	TBD

City Park Community Center

Conceptual Design	
*EWG Conceptual Design and Program	Feb. - Mar. 2017
*PCMC RFP for Architectural Services	Mar. 7th, 2017
*Award Architectural Services to A/E (PCMC)	Mar. 2017 (TBD)
Conceptual & Schematic Design	
*Conceptual Design	Mar. - Apr. 2017
*Survey for City Park (PCMC)	Apr. 2017
*Schematic Design	Apr. - May, 2017
Presentation to City Council	Mid. May 2017
Design Development and Construction Documents	
*Subdivision Plat for City Park (PCMC)	May 2017 - TBD
*Design Development and CD's	Jun. 2017 - Jun. 2018
*Permit Review and Approvals (PCMC)	Jul. 2018
Contract Administration	
*Bid and Award to General Contractor	Aug. 2018
*Construction Contract Administration	Sep. 2018 - June 2019

PARK CITY 1884

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

The Sundance Film Festival is the largest event that Park City hosts each year. Due to the size and scope of the event, a large coordination effort occurs between City staff, the Sundance Institute, and many stakeholders. In addition, a long-term City service contract has been utilized as a tool for the City to identify the appropriate level of support (value (funding), and level of city support services) to effectuate our role in supporting community economic and cultural goals.

Respectfully:

Michelle Kellogg, City Recorder

City Council
Staff Report

Subject: Sundance Institute Film Festival Contract
Author: Jason Glidden
Department: Economic Development
Date: March 16, 2017
Type of Item: Administrative

Summary Recommendations:
Please note that this is the same Staff Report as was in the March 9, 2016 City Council packet. Council asked to continue the discussion on March 16. One item has been added: EXHIBIT C – A Note about the Sundance 2017 Film Festival from the Sundance Institute

The purpose of this staff report is to provide an informational debrief of the 2017 Sundance Film Festival. Staff is also seeking direction from City Council regarding the City's role in facilitating the activations of both affiliated and non-affiliated activity during the Sundance Film Festival.

Executive Summary:
The Sundance Film Festival is the largest event that Park City hosts each year. Due to the size and scope of the event, a large coordination effort occurs between City staff, the Sundance Institute, and many stakeholders. In addition, a long-term City service contract has been utilized as a tool for the City to identify the appropriate level of support (value (funding), and level of city support services) to effectuate our role in supporting community economic and cultural goals. Park City Municipal Corporation (PCMC) entered into the current contract with the Sundance Institute in October of 2013 (Exhibit A). The contract is set to expire after the Festival in 2026 unless both parties agree to a one year automatic renewal for 2027. Through the negotiation of the current contract, the intent of the contract was to accomplish the following:

- Secure the Festival location in Park City past 2018;
- Move the Festival dates off of the Martin Luther King Holiday weekend; and
- Maintain the health of the Festival by providing:
    - Financial Contribution to fund festival operations;
    - Provide City Services during the festival such as increased transportation and public safety officers.
    - Continue to "ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City."

In addition, the City has worked to increase compliance with Municipal Codes as they relate to business licensing, external signage, and building occupancy to ensure that all official and non-affiliated activity taking place during the Festival is done in a safe and proper manner.

In recent years, Sundance and its official sponsors have experienced exponentially rising costs for exhibitor space. In addition to rising rent costs, a shortage of available buildings on Main Street that can accommodate Sundance's needs have increased Sundance's requests for use of City owned properties for activities that occur during the Festival each year.

Staff seeks specific direction from City Council on:

1. Implementation of the use of City owned property by the Sundance Institute and their sponsors; and
2. Application and enforcement of City regulations during the Festival.

Acronyms in this Report:
CSL – Convention Sales License
HPCA – Historic Park City Alliance
PC MARC – Park City Municipal Athletic & Recreation Center
PCMC/City – Park City Municipal Corporation
SEAC – Special Event Advisory Committee

The Problem:
As the economy continues to strengthen, the availability of highly desirable space (high occupancy & visibility) to program becomes smaller, the cost of rent to lease space on Main Street is becoming increasingly tougher. This has led to requests from the Sundance Institute to utilize more City owned space including the Bob Wells Plaza and lower Main Street. City Council has expressed concerns on the effect the use of these spaces has on traffic and parking, impacts to local businesses, and the commercial feel that these activations bring. Perhaps more importantly, Council has expressed concern over the role we play in enabling and facilitating this dynamic.

Background:
City Council Reports:

September 12, 2013	Sundance Contract Approval – page 41
September 12, 2013	Sundance Contract Approval Minutes – page 2
July 21, 2016	2016 Sundance Film Festival Debrief – page 3
July 21, 2016	2016 Sundance Film Festival Debrief Minutes – page 2
November 17, 2016	2017 Sundance Supplemental Plan (part 1) Approval – page 69.
November 17, 2016	2017 Sundance Supplemental Plan (part 1) Approval Minutes – page 8
December 15, 2016	2017 Sundance Supplemental Plan (part 2) Approval – page 328
December 15, 2016	2017 Sundance Supplemental Plan (part 2) Approval Minutes – page 9

City Service Contracts

The City has used city service contracts as a tool for identifying levels of support, both financial and city services for large events that have both economic and cultural value to the City. These contracts outline the agreement between the event organizer and the city and provide clear scope of service for each party including:

- City services to be provided to the event and the costs of those services;
- Lease terms of City facilities or property;
- Financial assistance to be provided to the event from the City;
- Locked in event dates over a long period;
- Performance measures that the event must maintain to continue providing; and
- Economic impact studies for the event.

In addition to the formal Use Areas (i.e. PC MARC, Jim Santy Auditorium, etc.), the current contract includes relevant language that allows Sundance to request the use of City properties. The sections of the contract that call out the use of City property are below.

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring potential development and use of new venues for

2

Use Areas (page 5 of contract).

4. Exclusive or Shared Use. The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit "A." attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance's operational and ticket policies and plans for such shared use areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

<u>Supplemental Plan</u>
As part of the City Service Contract, each year City staff and Sundance work to put together a supplemental plan that outlines the operational plan for the event, which articulates substantive changes year to year to the operations of the Festival.

On November 17, 2016, City Council approved the 2017 Sundance Film Festival Supplemental plan, which included:

- The Festival dates, January 19 - 29th, 2017.
- Closure of 5th Street, between Main Street and Swede Alley, for the Cinetransformer, providing a film venue and connection between the Festival Base Camp in Swede and Main Street.
- Closure of Lower Main Street between 7th and 9th Street. Dates for the closure, to allow the load in/out were from January 13th - February 1st, in an effort to create an engaging, walkable gathering space for the public.
    - This area was programmed as the Festival Village. As a Festival sponsor, Sundance coordinated with Acura with the goal of creating a venue that was engaging for the public.
- Waiver of the Martin Luther King holiday weekend 'no work' provision, for Sundance Institute and Official Sponsors for operations and setup.

<u>Municipal Code Changes</u>
Problems arose in the 1990's and 2000's as commercial activity crept into the residential areas, particularly nightly rentals in Deer Valley for parties and for gifting suites. The City made a conscious effort through enforcement to bring the activity back to Main Street and other commercial areas to better manage the adverse impacts. Along with the increase in enforcement, the City over the years has made several amendments to the Municipal Code to regulate short term business activity, especially during the Festival. These changes have been made to:

- Protect Sundance and Festival sponsors by providing a level playing field in regards to application deadlines and requirements;
- Balance the ability of year round business owner to capitalize on short term rental opportunities in a predictable manner;
- Align the City's Municipal Code with State Codes.

Changes that have made in the past have included:

Liquor Permitting

On June 6, 2013 (page 108) Council passed amendments to Municipal Code that included:

- City Council retain authority for approval of Special Event Temporary Alcoholic Beverage Licenses (Liquor License) during the Festival, with the exception that only up to 12 late applications will be heard if received by the first Friday in January and no other exceptions will be made.

Convention Sales Licensing

City Council approved amendments to the Municipal Code on September 5, 2013 (page 229) that included the following changes:

- To clarify that Gifting & Promotion constitutes conducting business;
- To define Gifting;
- To clarify individual vendors shall be licensed individually if they are physically present regardless of whether they are sharing space;
- To clarify existing exemptions for individual vendors at conventions and trade shows in spaces that are designated as convention space through a full business license, unless they are conducting point of sale transactions on location. These exceptions will not apply during the Sundance Film Festival due to additional impacts caused and to reinforce that if any point of sales transactions are taking place licensing is required year round;
- To create an umbrella license for multiple vendors at one physical location as well as create two separate types of a stand-alone category of convention sales business licensing. One for dates during Sundance Film Festival and the second for dates outside of the festival;
- To amend the Park City Fee Schedule to include the changes to Type II Convention Sales Licenses fees, which increased the flat application fee and removed the 5% space calculation;
- Only require federal tax ID number (as opposed to Utah State Tax ID number) if only Gifting or Promotion occurs.

At the September 5, 2013 meeting, City Council also approved an ordinance that changed inspection requirements for business licensing which included:

- Require pre-inspections of property prior to application of a business license regardless of how long they intend to conduct business
- Site plans to be required on applications to determine occupancy even when a property is used for temporary purposes (10 days or less) or at any time as identified by the Inspector. Floor plans stamped by a licensed design

professional will be required if there is a change of normal occupancy in an existing business. Occupancy will be determined by the Building Department and signage will decrease the likelihood of overcrowding.

Analysis:
This year's Festival was overall a success. The weather did amplify existing traffic congestion and parking issues. This debrief is broken into four areas of focus:

1. City Services;
2. Sundance Film Festival Operations;
3. Unaffiliated Activations and
4. 1st Amendment Events

City Services

Transit
Transit's major challenges and concerns primarily revolve around traffic conditions within Park City proper during the Festival timeframe, though having sufficient staff to provide enhanced service and maintaining the operational status of older vehicles are also concerns. Put simply, if we can't move, we can't move people. Parking restrictions, police presence at intersections, crossing guards, etc. have been immensely helpful, but throughout the Festival Transit operations were severely impacted by traffic, particularly in Old Town, on a regular basis. It is important to note that Transit is impact every year during the Festival; only on certain days were traffic impacts significantly different than last year.

During the 2017 Festival, Transit saw an increase in passenger trips, but also saw increased challenges in transporting people with events such as the Women's March on Saturday 1/21.

Dates	2017 Total	2016 Total	Percent Change
Thursday 1/19 – Sunday 1/22	85,000	79,559	7%
Monday 1/23 – Sunday 1/29	130,383	128,469	2%
Festival Total	**215,383**	**208,028**	**3.5% – 4%**

With this ridership increase comes an increase in workload. Dedicated Festival operations, including set-up and recovery operations, takes the Transit Department an approximate total of 2031.5 work hours beyond normal Winter Transit operations, much of which is overtime for Transit staff. By comparison, dedicated Festival operations in 2016 totaled approximately 1421.5 work hours.

Transit felt like the following elements of this Festival worked well:

- "No Parking" barricades throughout town, especially on Park Ave: With the large amount of snow received prior to and during the festival, the "No Parking" barricades were critical in allowing Transit to pass through these areas.

- The added temporary stop sign on Swede Alley (northbound) near the entrance to the Old Town Transit Center: This was instrumental in helping get Transit vehicles into and out of the Old Town Transit Center.
- Use of the Richardson Flat Park & Ride during opening weekend.
- PCPD traffic control at intersections in Old Town and crossing guards that prioritized bus traffic.

Transportation Planning

Each year during the Festival, programmed activities draw record numbers of visitors to the City, creating significant challenges surrounding use of the local parking and transportation system. Looking toward the 2018 Festival, there will be opportunities to better mitigate a number of the primary parking and transportation challenges observed during this year's Festival, While staff looks for ways to increase mitigations for traffic and transportation issues, it is likely that due to the high volume of visitors, during the Festival, these challenges will continue to persist. During this year's Festival, parking and transportation challenges were especially evident in the Old Town area, and were largely compounded by external factors including record levels of snowfall during the Festival (approximately 55") and the Women's March that took place on January 21, 2017 and drew more than 9,000 participants.

Looking toward the development of a comprehensive transportation plan for the 2018 Festival, City staff has identified the following observed challenges as its primary areas of focus:

- Carry-over traffic impacts to residential areas.
- Significant congestion and frequent accidents (especially involving transit vehicles) on lower Park Avenue.
- Frequent obstruction of traffic flow on Swede Alley, Main Street and at the trolley turn-around, largely caused by rideshare, shuttle and taxi operations and commercial vehicles.

To develop this plan, the Transportation Planning team is creating a stakeholder group to meet once a month, including representatives from Engineering, Parking, Police and Emergency Services, Transit, Special Events and Sundance Operations. A schedule of the key milestones and deliverables for this stakeholder group is identified below:

- **March 2017**: Stakeholder Meeting #1: Review relevant data for the 2017 and past Festivals and identify opportunities
- **April 2017**: Stakeholder Meeting #2: Draft potential scenarios
- **May 2017**: Stakeholder Meeting #3: Finalize scenarios
- **June 2017**: Report to Council seek direction on preferred scenario
- **June/July 2017**: Stakeholder Meeting #4: Refine operational details and develop a detailed implementation plan
- **July/August 2017**: Report to Council with a finalized transportation plan

Parking

As with any large event in Park City, parking inventory continues to be a challenge. Mitigation efforts during this year's Festival were very similar to years past. The return of paid parking to the Flagpole lot helped to provide 67 additional parking spaces into the inventory.

Parking Services saw issues arise in the following areas:

- Towing – There was an increase in the number of vehicles towed during this year's Festival.
- Snow banks – The large amount of snow cause large banks which made parking in allowed areas difficult and in some cases preventing the normal flow of traffic.
- Shared Ride/Taxi drop off/pick up – the zone created on Swede Alley across from 4th Street to allow for drop off and pick up of shared ride/taxi passengers caused some traffic flow problems.
- Load in/out – Special Parking Permits – staff spent a large amount of time with the coordination and enforcement of these permits.

The Parking Services Department plans to return to Council at a later date with proposed changes to the following:

- Redesign of Special Parking Permits that will provide further management of short term load in/out during the festival.
- Evaluation of contract services parking coordination/enforcement

<u>Streets & Snow Removal</u>
Obviously, this was a significant challenge. We received over 55" in 10 days. By every account all stakeholders, Sundance Institute, residents, and business owners were sympathetic and appreciative of the amazing level of service provided by the Streets and Parks Departments on snow removal. The snow did provide a series of safety and logistics issues including safe walking routes, short and long term parking and access issues, as well as slowing down load in/out.

<u>Note from staff outside of Streets Department</u>: The Streets team did an amazing job of snow removal before, during and on the last night of the Festival with daily snow plowing and snow hauling. Their efforts were greatly appreciated.

<u>Feedback from Additional City Departments</u>
As part of the internal debrief, all departments are asked to provide feedback. While this information is extremely important to the debrief process and the planning for future events, it has not been included in the body of this report. Additional feedback from other City departments can be found in Exhibit B at the end of this report.

<u>Communications & Outreach</u>
Staff increased its focus on communications in many areas of the Festival this year. While areas for improvement were identified, staff felt that communications to event organizers, businesses, residents, and visitors improved. Changes were made to several publications. These included:

- *Rules of the Road* – Last spring staff reached out to event organizers to receive feedback on the document that helps guide organizers through the permitting process. From this feedback, elements such as permit flow charts and an application deadlines calendar were added. The changes made to the Rules of the Road document were well received and helped organizers to better understand the permitting process and when application deadlines existed.

- *Locals Guide* – Staff goal with the changes were to provide a better tool for local residents to use to better navigate during the Festival. The result was a guide that was attractive and easy to use with pictures and maps.

Text Message Program – New this year was the pilot text messaging program. Public Service Announcements were released encouraging both residents and visitors to sign up to receive text message notifications on issues related to the Festival, the Women's March on Main. Through this tool, staff was able to push out traffic, parking, and weather information. Over 1,000 people signed up for the program this year. Staff believes that this number can grow next year with messaging that goes out earlier and is more integrated with existing messaging going out to event participants.

Staff will continue to look to find ways to better communicate with business owners and residents on street closures during events. Work has begun on an updated email database which will allow for staff to send out messages directly to business owners. This will be additional outreach on top of the coordination with the HPCA and the door to door communication, which staff will continue to do.

Sundance Film Festival Operations

<u>Cinetransformer</u>
This year's Festival saw the introduction of the Cinetransformer on 5th Street. This mobile 80 person theatre was viewed as a positive addition to the Festival as it added another small theatre space on Main Street that was in close proximity to other Sundance venues. The activation on 5th street did require the removal of Postal parking on 5th street. To supplement this loss, additional postal parking was places on Swede Alley and on Main Street.

Feedback from residents included being inconvenienced by not being able to utilize the parking on 5th as well as the ability to use 5th street to easily exit off of Main Street during the Festival when traffic congestion was high. However, staff observed that the convenient and increased number of spots in front of the Post Office for short term parking was used frequently and not always full.

<u>Lower Main Street Closure – Festival Village</u>
The closure of lower Main Street between 7th and 9th street brought mixed reviews; many business owners on Lower Main Street indicated they believed the activation helped their business while a few business owners that were upset prior to the Festival still expressed displeasure with the street closure and activation (please note that a vast majority of businesses both reported and were observed to be quite busy during the Festival – and some who were upset about the closure rented out their space to non-

affiliated companies during the Festival). This area was programed by Acura, a presenting sponsor of the Festival. Due to a series of unanticipated, cascading events, including extremely high temporary rental prices, related to Acura failing to secure a brick and mortar space, they didn't have as much time to identify a budget, program and logistical plan as would have been ideal.

On the operational side, the set up and breakdown of the activation went smoothly. The original schedule called for the street to be closed down from January 13th through February 1st. The production crew was able to work effectively to reduce the load-in to begin on Sunday, January 15th and breakdown the activation prior to February 1st, allowing the street to be re-opened earlier than anticipated.

Programing included a number of activations that provided an interactive experience for guests. A beer garden was activated each afternoon from 3:00 to 5:00 p.m. that provided an area for people to gather and visit with other Festival goers and community members. A stage was set up in this area with a large video screen. The screen was used to broadcast other Sundance activities in various locations throughout Park City. Feedback received on the area was that there were several days and times during the Festival that the stage was not programed and this had an effect on the number of people that were present during the activation.

Overall the Festival Village did see good crowds during the day but due to lack of programing, was fairly quiet at night.

Unaffiliated Activity

Pressures coming from temporary, direct ambush, and non-traditional business activity not affiliated with the Sundance continues to become much more prevalent. This activity has impacts throughout the community that are both positive and negative. There are many businesses that enjoy the benefits of additional rental income from non-affiliated activity. This additional revenue helps to offset high rent rates during the Festival.

On the other hand, non-affiliated rentals can provide challenges to both Sundance and PCMC. These activations can sometimes be in direct competition with official Festival sponsors and can also diminish sponsorship value to the Festival itself. Additionally, the non-affiliated rentals contribute to traffic and congestion.

Staff did receive feedback that changes made to the Rules of the Road document were well received and added elements such as the permit flow charts and deadline calendar helped organizers to better understand the permitting process and when application deadlines existed.

During this year's Festival, the City saw a decrease in the number of permitted locations, the total number of Convention Sales Licenses approved, and the number of liquor permits approved. However, it is important to note that the City no longer requires licenses for short term private parties being hosted by existing businesses in the food & beverage industry.

Additionally, rising rental prices on Main Street likely suppressed some of the licensing. Much like the challenges that official sponsor face, non-affiliated activations are finding it harder to justify the higher rent prices being charge to secure a space on Main Street. Unfortunately, staff feels that this is driving some activity back into the residential areas of town where they can be more impactful and more enforcement efforts are needed to locate and regulate illegal activations.

2017 SUNDANCE	Official 2017	non-affiliated 2017	Totals 2017 (2016)	Revenue 2017 (2016)
Convention Sales Licenses	N/A	116	116 (182)	$43,200 ($64,816)
Liquor Licenses	32	15	47 (89)	$5,400 ($6,650)

Issues continue to rise regarding late applications for CSLs and liquor permits. These late applications cause strain on staff resources and defeat some of the goals in the changes made to the Municipal Code back in September of 2013.

2017 SUNDANCE	Official 2017	non-affiliated 2017	Total 2017	Total 2016
Late Submissions- Liquor	1	10	11	10
Special Meeting applicants-CSL	N/A	32	32	40
Denied Applicants	0	0	0	0

Staff will return to City Council in April to discuss licensing during the Festival in greater detail and bring possible new amendments to the Municipal Code as it relates to licensing. These changes could include changes to application deadlines.

First Amendment Events

Not unlike previous Festivals, staff received notification on a number of planned protest and marches. Free expression events in public forums are governed by different constitutional standards than regular special event requests, and timely accommodation of spontaneous political events is also required. When feasible, staff worked with event organizers to go through the permitting process to ensure that impact caused by the event would be minimized and that a safe environment for both participants and the general public was maintained.

Women's March on Main

This event started at a couple hundred participants when the first application was submitted to over 9,000 participants the day of the event. Staff was pleased with the event organizers willingness to work together to determine the best times, route, and various other operational details to make the event a success. Through meetings with the event organizer, staff was able to coordinate the following mitigation plans:

> Transportation/Parking – The event organizers put together a plan with staff that focused on the promotion of off-site parking locations (Richardson's Flat and Park City Movie Studio) and shuttle participants into town.

Communications – The City utilized the text system in addition to the social media efforts by the event organizer to get event information out to both participants and the general public.
Public Safety – Staff worked in coordination with the Park City Police Department, Emergency Management, Park City Fire District, and the private security companied hired by the event organizers to put together a safety plan to ensure the event provided a safe environment for all participants.

While there were some disruptions with deliveries happening in the Main Street area, the event caused very little problems and received national and international media coverage.

Debrief from Community Stakeholders

Business Merchants –

On February 21st, staff attended the monthly Historic Park City Alliance meeting. Members were asked to provide feedback on the recent Festival. Below are the comments received during that meeting.

- Communication about events and potential changes needs to be increased/before City Council approvals.
- Increase collaborations/partnership between HPCA, City, and Sundance.
- Parking and Street Closure Timeframes: would like the load in and load out shortened
- Look at programming for activation – what is the right type?
- Parking & Transportation Modes need to be evaluated
    - Parking costs could stay at $25 through the Festival to deter employees from parking.
        - Would like to confirm what time parking attendants are in lot and what to do if need to pay before they are there?
        - What time are lots cleared out? Enforcement of no overnight parking?
    - Transportation (Busses) not dependable/untimely.
- Taxi, Shuttle, Ride Share challenges added to congestion.
- Load In/Load Out needs to be better organized & have enforcement
    - Concerns about lack of temp business in businesses.
    - Concerns of access to businesses that are open for business owners
- Concerns over permitting other major events (first amendment) during busiest weekend.
- Business was reported as both being flat and increased.
- Lack of garbage pickup was concerning – this was in compactors and dumpsters - overflowing
- Weather and Snow Removal needs to be better – Snow banks, walking paths etc…
    - HPCA did understand that the crews had a lot on their plates with the storm. Need better planning and mitigation for weather.

SEAC Summary

The Special Event Advisory Committee (SEAC) met on February 15th and as part of this meeting provided a community debrief of the Festival. The overall sentiment was that they love Sundance but would like to see more work done to reduce the impacts on residents.

The overall summary of their comments included:

- Need to come up with better weather mitigations.
  - Major safety concerns related to snow, ice and traffic.
  - There were concerns of both pathways/stairs, parking lots and residential roads not being plowed in a timely fashion creating hazards for residents.
- Need Residential Only Transportation and Access Program
  - Traffic is dangerous is the Old Town Area specifically.
  - Commercial traffic in residential needs to be further mitigated – too many taxis, commercial vehicles, and other residents sneaking through – need to identify people in cars and decrease car use.
  - Choke point at Library, many people get off the bus there and walk to Main because it is faster than waiting in traffic on the bus.
- Further Transportation Mitigations
  - 5th Street closure made it really hard to get to the Post Office – people couldn't get to post office – nowhere to park, hard to know where to go.
- Need to be more proactive conversation moving forward
  - Increase avenues of communications with road closures and impacts to make sure everyone receives the information
- Event needs to be contained – no growth
- Impacts to traffic
  - Congestion in residential areas
  - Speed on residential streets
- Ticket Prices for locals need to stay affordable.
  - Not happy with the increase to ticket packages.

Policy Questions:

Staff seeks direction from Council on the following questions related to implementation of the Contract:

- The current direction from Council is to enable the cultural goals of the Sundance Institute and Park City community through supporting Festival operations including the specific strategy of continuing to look favorably upon the use of City owned spaces (in this case, specifically the closure of City streets) to increase the opportunity for pedestrian areas and activations.
  - Does City Council still support this direction?
  - If so, what parameters would have to be met to continue this practice?
    - Timelines/Deadlines

        - Branding/Signage
        - Definition of activation

    - Should the City continue to take a facilitating role in the activations of temporary businesses during the Festival?

    - Is Council supportive of a transportation plan that would:
        - Restrict access to residential areas?
        - Increase enforcement?

Alternatives for City Council to Consider

1. **Recommended Alternative:** Have staff return to City Council with:
    a. Proposed New Large Scale Event Transportation Mitigation Plan
        i. Limited access in residential areas
        ii. Increase enforcement in residential areas
        iii. Additional off-set park & ride locations
    b. Proposed changes to Municipal Code
        i. Reduce opportunities for temporary Licensing/Liquor Consent

    <u>Pros</u>
    Aligns code with Council direction
    Reduce impacts to residents
    <u>Cons</u>
    Increased costs
    Facilitation of non-affiliated ambush activity

    a. **Null Alternative: Status Quo – not make any large changes to the current mitigation plans or Municipal Code.**
    <u>Pros – Costs should remain somewhat level</u>
    <u>Cons – level of mitigation efforts will not change</u>
    b. **Other Alternatives: Changes to Sundance contract?**
    <u>Pros – Could reflect any new direction from City Council</u>
    <u>Cons – Could damage relationship with Festival</u>

Department Review: This report has been reviewed by the Sustainability, Budget, Public Safety, Transportation Planning, Transit, Parking Services, Finance, Building, Streets, Legal, and Executive Departments.

Funding Source:
Funding for both City services and financial contribution to assist in the annual festival come from the general fund.

EXHIBITS:
EXHIBIT A – Master Festival Permit and City Service Agreement between Park City Municipal and the Sundance Institute
EXHIBIT B – City Department Debrief Spreadsheet
EXHBIT C – A Note about the Sundance 2017 Film Festival from the Sundance Institute

ORIGINAL

Master Festival License and City Services Agreement

Between

Park City Municipal Corporation

And

Sundance Institute

Master Festival License and City Services Agreement
2013 Amended and Restated

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("**Agreement**") is entered into as of October 30th, 2013, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("**Park City**"), and SUNDANCE INSTITUTE, a Utah non-profit corporation ("**Sundance**"). Park City and Sundance are sometimes referred to herein individually as a "**Party**," and collectively as "**Parties**."

Recitals

A. WHEREAS, Sundance has staged the Sundance Film Festival ("**Festival**") in Park City under the regulation and authority of annual Master Festival Licenses issued by Park City.

B. WHEREAS, Park City and Sundance entered into a long term contract in 2001 and amended the contract and term in 2005 to maintain Park City as the Festival headquarters and establish Park City as corporate office headquarters for Sundance Institute to maximize planning efficiencies, pool resources, and improve Festival management to ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.

C. WHEREAS, Sundance desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the Festival, all under the terms hereinafter provided.

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents. In recognition of the significant past and future artistic and economic contributions which Sundance and the Festival make to the communities in Park City in particular and Summit County in general, and the increased presence of Sundance in Park City by virtue of relocating its corporate office headquarters to Park City, and the cooperation with resolving long term overlap with the Martin Luther King Holiday weekend ("MLK"), Park City deems it to be in the best interests of the Park City community to enter into this Agreement.

E. WHEREAS, pursuant to Section 10-8-2(1)(a)(v) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of certain City services/facilities herein to Sundance, a non-profit entity, regardless of the consideration Park City receives in return.

F. WHEREAS, pursuant to Sections 10-8-2 and 10-8-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General Plan, particularly the Community

Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated September 2005 is incorporated herein by reference. The City Council also reviewed and hereby incorporates: i) The Economic Impacts of the 2013 Sundance Film Festival by the Bureau of Economic and Business Research, University of Utah, April 2013; and ii) the Economic Impact of the Coincidence of the Sundance Film Festival and Martin Luther King Day, Park City Chamber of Commerce and Visitors Bureau, October 2008. The City Council finds that Sundance's annual direct economic impact to Park City equals or exceeds each annual fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival and the location of the Sundance headquarters in Park City creates additional overall positive economic, artistic and quality of life impacts on Park City, its residents and its visitors. The City Council therefore finds Park City receives a greater net value than the City's appropriations over the life of the contract.

H. WHEREAS, the Park City Restaurant Association, Park City Lodging Association, the Park City Chamber and Visitor's Bureau and the Park City business community worked together to provide benefits to support the Festival and the Sundance Headquarters in Park City.

<u>Agreement</u>

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring potential development and use of new venues for

Festival activities, as well as improvements to policing and protecting their respective brands with an emphasis on "Keeping Park City Park City" and maintaining the integrity of the look and feel of the Festival.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement (Exhibit C). The Supplemental Plans for the 2014 Festival are attached hereto as Exhibits. Others may be prepared in anticipation of the 2014 Festival. Supplemental Plans for future Festivals will follow Supplemental Plans for the 2014 Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

1.3 Sundance General Responsibilities. In addition to the responsibilities of Sundance set forth in this Agreement, Sundance is responsible for the timely submission of all annual plans related to the Festival to be incorporated into the Supplemental Plans, and producing and providing all official information related to the Festival.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in this Agreement, Park City is responsible for the following:

(a) Park City shall produce and provide to Sundance or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promote positive support for Park City's involvement in the Festival and the opportunities provided thereby.

(b) Park City acknowledges that its community vision core value to "Keep Park City Park City" aligns with Sundance Institute's goal to provide a space for independent artists to explore their stories free from commercial and political pressures. Park City shall develop plans for effectively managing other activities and non-Sundance film events in Park City during the Use Periods and one week prior and following the Use Periods, determine its calendar of municipal activities as affected by the Festival, and emphasize mitigating adverse impacts during the Use Periods. Park City's codes currently contain several key "clean city" sections effective year-round which are vital and material to the City's and Sundance's goals in this regard, including:

1) prohibiting off-premises commercial signs and billboards;

2) no temporary business licenses;
3) no street vending except by the holder of MFL;
4) no food trucks in commercial zones except by the holder of MFL;
5) no inflatables or balloon signage;
6) MFL conflict section (MCPC 4-8-6);
7) Sign code limitations; and
8) retainage of City Council liquor license authority.

Additionally, as part of the Supplemental Plans, the City had adopted the following time, manner, and place regulations applicable during Festival:

1) limitations on film posters to designated film poster kiosks;
2) prohibitions on use of public parking facilities for commercial or film distribution;
3) parking restrictions and increased fines; and
4) additional code enforcement staffing and prioritization.

Should Sundance provide the City advanced, written notice that a proposed repeal or material change any of the above Code provisions will harm the Festival, and the City still proceeds to make the change, then Sundance shall have the option to terminate this Agreement as provided in Paragraph 11.1.

(c) Park City shall comply with Section 4-8-6 of the Park City Municipal Code, and in that regard shall use its best efforts to prevent any other activity from interfering with the Festival and this Agreement. Park City shall provide copies of Sundance Film Festival® and Sundance Institute® marks guidelines as provided by Sundance with Rules of the Road and at the licensing counters in the City. Such guidelines are to be provided by Sundance.

(d) Park City shall notify Sundance of any pending City ordinance changes which could have a negative impact on Sundance and its sponsorship relationships, including those relating to marketing and signage as outlined above. Park City shall use best efforts to avoid ordinance changes within 90 days of the Festival.

(e) Park City will not lease any of the City owned or managed facilities (including, without limitation, parking facilities) for any events or temporary licensees which take place during the annual periods of the Festival that may threaten the operations of the Festival or limit Sundance's ability to offer increased programming. Park City shall use its best efforts to assist Sundance in obtaining a commitment from the Park City School District to lease exclusively to Sundance the Eccles Theatre and surrounding parking lots at Park City High School during the annual periods of the Festival, excluding periods during which such parking areas are necessary for operation of Park City High School.

(f) Charges for Sundance and official sponsors are hereby waived pursuant to the 2014 Supplemental plan and as reflected on Exhibit C.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. Sundance hereby agrees to hold the 2014 through 2026 Festivals in Park City. Accordingly, this Agreement shall be effective from the date of execution through March 1, 2026 (the "Term"). The Term shall automatically renew annually for an additional year unless either Party provides the other with two years written notice of its intent not to renew by March 1, 2024 (and subsequent March 1, 2025 and so on, as applicable. Cancellation Option: Sundance may opt out of the last three years (2024-2026 years) of the contract if, after good faith and reasonable efforts, Sundance is unable to renew its Park City office lease at Silver Star by providing the City written notice of cancellation by March 1, 2022.

3. Grant of Lease. Park City hereby grants to Sundance and its designees and assigns, and Sundance hereby accepts, the right and lease for the occupancy and use of the "Use Areas," including all facilities, buildings and spaces during the "Use Periods," for the purposes and as defined and described in Exhibit "A, C and D" attached hereto, along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Sundance with respect to the lease of the Use Areas is that of landlord and tenant, and may be further defined by lease agreement. However, such lease agreements shall not conflict with this Agreement. No rental fee shall be charged for the use of such Use Areas or City facilities and annual dates will change pursuant to the annual Supplemental Plan.

4. Exclusive or Shared Use. The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit "A." attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance's operational and ticket policies and plans for such shared use areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

4.2 Lawful Use. During the applicable Use Periods, Sundance will not use, operate or maintain the Use Areas in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. Sundance may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, for the purposes indicated on Exhibit "A" attached hereto, including the following purposes: (a) moving in and out; (b) construction, erection and staging of decorations, temporary facilities and installations and other temporary improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; (c) sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; (d) advertising, marketing and promotion; and (e) any other purpose related to the Festival.

4.4 Rights to License. During any Use Periods for which Sundance has exclusive use of any Use Areas, Sundance shall have the express, sole and exclusive right: (a) to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area; and (b) to control and distribute credentials, passes, tickets and other rights of access to the Use Area, consistent with Sundance's security plans for the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, Sundance shall not be released from its obligations hereunder.

4.5 Restoration. Sundance shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Sundance shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed by the Parties. Park City may impose a reasonable security deposit for any Use Area upon Sundance or its licensee(s), which deposit shall be returned to Sundance upon satisfaction of its obligation to restore the Use Areas as provided herein.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to Sundance all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for Sundance to operate such facilities for the Festival's uses. Sundance shall remain responsible for any building or other permits necessary for its temporary improvements.

5.2 Master Festival License. Master Festival License. Upon execution of this Agreement, Park City shall issue to Sundance a Master Festival License that covers all activities of Sundance described in this Agreement that may require such a license and a Sundance corporate Park City business license. Unless included in the Master Festival License, the implementation of annual Supplemental Plans will require that Sundance or its designee obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals and variances that may be required for each Festival.

5.3 Permits and Licenses Issued by Other Governmental Authorities. Sundance shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and cooperate with Sundance in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods. To the extent that a Use Area is partly within Park City and partly within the boundaries of another jurisdiction (such as Wasatch or Summit Counties), Park City shall use best efforts to agree with such other jurisdictions that they shall delegate to Park City the sole authority to issue necessary permits for such Use Areas.

5.4 Governmental Ordinances. Park City shall support and cooperate with Sundance in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist Sundance in hosting and staging the operations of the Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Sundance, Park City will provide the following city services (collectively, the "City Services") to promote and support special events within Park City

(a) Sundance shall be entitled to a credit of 500 hours of specific Festival police enforcement, 400 hours of traffic enforcement, and 500 hours of code enforcement at the request of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival. Unless otherwise agreed, this service does not include any Police Services requested for interior venue security or VIP protection. Interior venue security will be at the expense of Sundance. The scope of such enforcement services shall be included in each annual Supplemental Plan;

(b) Park City's good faith efforts in assisting Sundance with the planning of and acquisition of required overflow and volunteer parking lots and designated overnight parking areas for Sundance staff;

(c) 920 hours of enhanced transportation on Park City's existing routes;

(d) Enhanced Main Street restroom cleaning, including Miner's Park, Transit Center and the Museum's public restrooms;

(e) Enhanced trash removal on Main Street;

(f) The use of all City-owned electronic signs for the duration of the Festival; and metal directional signage approved as part of the annual supplemental plan.

(g) Reserve and install banner signposts for Main Street at no costs during periods approved as part of the annual supplemental plan;

(h) Use of the Santy Auditorium screening room 5 times annually for community programs/screenings; and

(i) A year-round link on the City web-site regarding the Festival.

Sundance may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered "Additional City Services" (defined later) to be paid for by Sundance under Section 6.2 hereof.

6.2 Additional City Services and Work Order Process. Sundance may request services from Park City in addition to Basic Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If the request is approved by the City Manager (or Council if required) Sundance will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment. If Sundance disapproves of such costs to be charged to it, Sundance may withdraw its request for such Additional City Services.

7. **City Representative.** The City shall provide:

7.1 **Festival Representative.** Prior to and during the Use Periods, Park City shall provide and designate, at its expense, at least one full-time employee to serve as its "City Representative" for the Festival, who shall be the operational liaison between Park City and Sundance and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at Sundance's request, access to and lock-down (if applicable) of the Use Areas is provided to Sundance upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Economic Development Manager for the City, unless otherwise approved in advance by Sundance, which such approval shall not be unreasonably withheld or delayed. The Festival Representative shall meet as requested with Festival sponsors to insure consistent information regarding opportunities, licensing and applicable regulations.

7.2 **Management Representative.** Park City shall also designate at least one Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. Such Manager shall be designated by the City Manager. The costs of providing the City Representative and the Manager to provide services under this Agreement shall be borne solely by Park City. The Manager or designee shall also coordinate local, state and federal legislative issues with appropriate Sundance staff and designated lobbyists.

7.3 **Management Meetings.** The City Representatives and Sundance manager shall meet no later than April 1 annually to review Festival operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to November 15th annually, unless such approval by November 15th is not practical, and then the changes shall be approved as soon as possible.

7.4 **Designated Planning Liaison.** The City Manager shall designate a planner to coordinated licensing of both Festival and non-Festival activities.

8. **Use Area Technology Systems.** During the Use Periods, Park City shall make available at no additional charge to Sundance, for Sundance's non-exclusive use, all technology systems and service, used by Park City in connection with the Use Areas, including, without limitation, traffic control systems, telephone and communication lines, service and equipment, cabling, conduit, construction easements and rights of way, plywood backboards, data networks and data ports, and cable television connections, service and facilities, to the extent possible without disrupting or delaying other Park City functions and so long as such availability cannot violate any franchise agreement

with the provider. Sundance shall have the right to install additional technology equipment in the Use Areas to supplement the existing technology systems, and cannot create conflicts or disruptions in the operation of existing Park City systems.

9. Parking and Transportation.

9.1 Transportation Plans. Park City, with coordination from Sundance, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans, to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City transit service to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival. The system will remain open to the public and will service the existing transit routes. Park City expects that it will utilize all available vehicles in its fleet to meet additional demand on its existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services. The City acknowledges that its current policy is not to allow third party, external advertising on its buses. Should the City change this policy, it shall first explore with Sundance the opportunity to wrap the buses with Festival marks and logo design, subject to any applicable Federal regulations and approvals. Consistent with Paragraph 1.4, the City will not rent or otherwise authorize third party use the external bus wraps in a manner which would harm the Festival or directly conflict with Festival sponsors or sign plan. Use of City marks, including future marks, or those of the City's economic development partners such as the state of Utah, SkiUtah, the Chamber of Commerce or Park City Mountain Resort/Deer Valley ski areas are expressly permitted.

9.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and Sundance both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Festival.

9.3 Cooperation in Traffic Mitigation/Venue Parking. Park City shall cooperate in good faith with Sundance in adjusting designated parking spaces for the Festival based on the location of Main Street venues and events. Traffic and mitigation plans and use of funds therefore shall be included in each of the Supplemental Plans. The Parties shall jointly contribute resources to the implementation of such plans.

9.4 Parking Passes. Park City shall make available only to Sundance the right to purchase parking passes for use during the Festival in the Swede Alley parking structure, in accordance with the Supplemental Plan and as agreed upon between Park City and Sundance

D. SUNDANCE SERVICES.

10. Sundance Annual Obligations. As consideration for the City support herein, Sundance agrees to the following:

10.1 Park City Venues. Park City shall be the recognized headquarters of the Festival. Unless otherwise agreed by the Parties, Sundance shall use its best efforts to hold at least 70% of its official events (including screenings) during the Festival within Park City and the Snyderville Basin in Summit County. As a key component of its Utah based programming, Sundance will continue to seek Salt Lake City based local governmental funding to support screenings and other Festival related activities in Salt Lake City. Funding sources may include Salt Lake City, Salt Lake County, Salt Lake Convention and Visitors Bureau and the Downtown Alliance. Sundance may stage additional Festival related programs within other cities in Utah, as long as Sundance first uses reasonable efforts to offer such new programs in Park City and Snyderville Basin venues. These commitments are subject to Sundance's ability to renew contracts with existing venues and lodging companies at reasonable times, rates and availability, and are further subject to Sundance's ability to obtain suitable venues for additional ticketed events at reasonable times, rates and availability.

10.2 Locals Ticket Sales. Sundance shall provide advanced Festival ticket sales to Utah residents at a Park City location and free post-Festival screenings for City residents and volunteers.

10.3 Public Relations-Press Releases. Except for youth events, non-competition special screenings, and other mutually acceptable screenings or activities occurring outside of Park City, Sundance shall include a reference to "Park City, Utah" as the headquarters of Sundance Institute in all press releases made about the Festival, and shall cooperate where possible in releasing joint public statements with Park City and promoting the City generally.

10.4 Internet and Promotional Material. Sundance shall include a reference to "Park City, Utah" on all Festival internet sites and Festival promotional material, including guides and posters distributed with regard to the Festival.

10.5 Youth Programs. Sundance shall include youth programs during the Festival.

10.6 Cooperation with Chamber Bureau and Business Associations. Sundance and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

10.7 Co-Marketing. Sundance and the City will evaluate joint marketing proposals from community partners on a case by case basis.

10.8 Kiosks. During the Festival Sundance shall be entitled to at least ten (10) kiosks for posting of information, flyers, posters and other items at locations in reasonably close proximity to Festival venues in accordance with the Supplemental Plans for kiosks.

10.9 Access; Promotion. In consideration of the commitments and obligations of Park City under this Agreement, Sundance shall (i) provide necessary access to and support of Festival operations as provided herein and for exercise of police powers generally, and (ii) provide City with access to the Festival including credentials, invitations to opening night festivities, various screenings and Festival wear as available. Such items shall not be considered "gifts," and may be distributed at the discretion of the City Manager.

10.10 Martin Luther King, Jr Holiday ("MLK") Overlap; Other Conflicts. Sundance agrees to move off of MLK weekend in the years 2015, 2019, 2020, 2025 and 2026. Also, subject to necessary Supplemental Plan approvals, Sundance may move the festival back to MLK due to a conflict with either the Academy Awards, or another Park City or National event so large as it would materially alter the logistics and transportation systems such as hosting the Winter Olympic Games.

E. FINANCIAL.

11. Service Contract. Subject to annual budget appropriation as provided herein, Park City shall make the following annual contribution to Sundance toward the costs of the Festival:

(a) $25,000 for City Services Agreement for film services;

(b) $25,000 for upgrade of private and public film venues;

(c) For on-going support and maintenance in Park City of Sundance's corporate headquarters, $220,000, which could include cash donations, or mutually acceptable changes in fee statutes, fees, donations and/or direct budget relief that would offset existing Festival and/or Sundance's annual costs. Additionally, the City shall pay: i) the increased tax revenue, amortized from 2014-2023, from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes; and ii) $15,000 annually pursuant to Exhibit "E" attached hereto subject to the cancellation option in Paragraph 2. If Sundance does not exercise the cancellation option in Paragraph 2, they shall receive the amounts above plus additional interest amortized from 2014 had the increase tax revenue been amortized thru 2026 and the City shall pay such increase in three equal installments over 2024-2026, as shown pursuant to Exhibit "E".

All cash contributions shall be subject to cost of living increases. The cost of living increase will be determined by the Consumer Price Index (CPI) Bureau of Labor Statistics website www.bls.gov/cpi. The CPI index used will be from the CPI Detailed Report – Data for May. Referencing the Table A. "Percentage changes in CPI for All Urban Consumers (CPI-U)". The percentage number will be from the Unadjusted 12 month total ending in May for "All items". The increase will be effective beginning September 1, 2013 and continue annually thereafter through the contract term.

11.1 Park City agrees that this Agreement and all of Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council and Mayor no later than June 30 of each year. If, for any reason, Park City cannot provide the minimum transportation services described in Section 9.1 hereof and Sundance incurs increased costs to provide such transportation services to its venues previously provided by Park City, then Park City shall increase the annual contribution to Sundance to cover such increased transportation costs. If such budget is not approved prior to June 30, Sundance and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by August 31, Sundance may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment of secured funds is due by the first of December each year.

11.3 Sundance agrees to keep accurate books and records of Festival-related revenue. Park City or its independent auditor reserves the right, no more frequently than annually, to conduct its own audit of Festival books and records at reasonable times and places during ordinary business hours, as designated by Sundance in order to verify expenditures or use of City funds received pursuant to this

12. Chamber. The Agreement of the Park City Chamber and Visitors Bureau attached as Exhibit "B," is incorporated herein as additional consideration for this Agreement. Failure of any promise or condition on such Agreement shall not result in any liability to Park City. However, Sundance may terminate this Agreement without recourse or further claims by Park City if the agreement attached as Exhibit B is breached. Sundance shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both Parties.

F. INSURANCE AND RISK MANAGEMENT.

13. Indemnifications.

13.1 Sundance's Indemnity. For only activities in the Use Areas, Sundance shall indemnify, defend and hold harmless Park City, and its respective officers, employees and agents from and against any and all claims, set-offs, losses, damages, liabilities, fines and expenses including without limitation, reasonable attorneys' fees and court costs, that result from claims by third parties arising out of the fault of Sundance. Sundance's obligation under this Section 13.1 shall survive the termination or expiration of this Agreement.

13.2 Waiver of Claims Against Park City. Sundance and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Sundance or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the Festival, except as provided in Section 13.1.

14. Insurance. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah (Utah Code Ann. § 63-30d-101 et seq.). Policy limits specified herein may be adjusted consistent with Park City Municipal Code Section 4-8-10, as amended.

14.1 Insurance. Sundance shall procure and maintain at its own expense throughout the Use Periods the following insurance:

(a) Workers' compensation insurance for Sundance employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

14.2 Sundance Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Sundance shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars ($2,000,000.00) per occurrence and Four Million dollars ($4,000,000.00) in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Sundance shall require any hired security company to provide a policy of liability insurance; and

(c) aircraft liability insurance, if Sundance leases or uses aircraft in connection with its activities under this Agreement.

14.3 Additional Requirements. The insurance provided by Sundance pursuant to Section 14.2:

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Sundance's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Sundance's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

14.4 Park City Liability Insurance. Park City may provide such insurance as it may elect to provide covering itself, its officers, employees and agents with respect to any occurrence on Park City Property. Sundance shall not be a named insured or otherwise be entitled to any benefit under such policies. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah.

G. MISCELLANEOUS.

15. License for Use of Sundance Marks. Sundance will negotiate in good faith with Park City an agreement granting to Park City a license, without fee, on a case-by-case basis, to use Sundance's emblem(s) and other trademarks to permit Park City to promote the Festival and the Park City community. Such license shall be subject to Sundance's terms and conditions, including restrictions prohibiting any commercial use of such marks.

16. License of Park City of Utah Logo, Name and Marks. Park City hereby grants Sundance a non-exclusive license to use any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Festival, (b) providing map and wayfinding information, and (c) advertising or promoting the Festival.

17. Photography and Broadcast Rights. Sundance shall have the exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. Sundance shall have the non-exclusive right to record, to broadcast, and to permit media coverage of Sundance's activities in Park City generally. Third party film permits are subject to the conflict provisions of Title 4, Chapter 8 of the Park City Municipal Code.

18. Sponsorships. Sundance shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Sundance in the Use Areas. Sponsors are required to obtain Park City business licenses and conditional use permits when necessary to operate within the City limits, unless such licenses or permits are included in the Master Festival License.

19. Representations and Warranties.

19.1 Representations and Warranties of Sundance. Sundance hereby represents and warrants that (a) Sundance is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) Sundance has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Sundance and the performance by Sundance of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by Sundance and is a valid and binding obligation of Sundance.

19.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Sundance that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

20. Unforeseen Circumstances. Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the Party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such Party shall not be liable to the other for delay or failure to perform its obligations.

21. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any Party under this Agreement, or otherwise relating to this Agreement, shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any Party to litigation in connection with such dispute:

(a) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within three (3) days after delivery of the notice (or in case of an emergency, within eight (8) hours of delivery of the notice), the Parties shall conduct a telephone or personal conference to attempt to resolve such dispute. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the Parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along, with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

(b) If the dispute has not been resolved by negotiation as provided in Section 21(a) hereof, the Parties shall endeavor to settle the dispute by mediation under the CPR Mediation Procedure then currently in effect, provided, however, that if one Party fails to participate in such mediation when requested by the other Party, the Parties shall have no further obligations to proceed with mediation hereunder. If the Parties mutually agree to proceed with such mediation, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

22. Specific Performance. Each of the Parties hereto expressly acknowledges that it may suffer irreparable injury and damage if the other Party breaches its covenants or fails to comply with the provisions set forth in this Agreement for which money damages will not provide an adequate remedy. Therefore, the Parties each agree that if a Party breaches any provision set forth herein, the other Party shall be entitled, in addition to such other remedies and damages as may be available to it at law or in equity, to an injunction requiring specific performance of such provision or restraining the other Party from acting in violation of such provision, as the case may be, to the fullest extent permitted by law. Notwithstanding any provision of this Agreement, during the Use Periods, either Party can seek specific performance of the provisions of this Agreement without first seeking mediation.

Notwithstanding the above, Park City may not employ this paragraph to veto, censor or prohibit the showing of a Festival film or program solely based upon its content. In particular, when no particular breach of this Agreement is alleged, Park City may not seek any injunction that relates to or interferes in any way with the exhibition, distribution, display, advertising or discussion of any creative or other work, including films, or the participation of any persons or organizations in the Festival, or otherwise impedes Constitutional rights of free expression. However, nothing in this paragraph or Agreement limits the City's authority under the criminal laws of the City or the state of Utah.

23. Other Miscellaneous Terms.

23.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

23.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the Parties can be maintained.

23.3 Assignment and Delegation. Neither Party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, agents, heirs and assigns.

23.4 Waiver. No action taken by either Party shall be deemed to constitute a waiver of compliance by such Party with any representation, warranty or covenant contained in this Agreement. Any waiver by either Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

23.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

23.6 Consent. Unless otherwise specifically noted herein, the consent of any Party to any action may be made in such Party's sole discretion. All consents or approvals hereunder shall be given without delay by either Party.

23.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to all or part of the subject matter herein.

23.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Sundance and there are no third party beneficiaries to this Agreement.

23.9 Notice. Unless otherwise specified herein, all notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "**Notice**" or "**Notices**") shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing delivered to the other Party. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("**fax**") (with a copy sent the same day by first-class mail), by electronic mail E-mail (with a copy sent the same day by first-class mail) or by certified first-class mail, return receipt requested, postage prepaid, to the Party or Parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax or E-mail, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

<u>If to Park City</u>:

City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480
Tel 435-615-5025
Fax 435-615-4901

<u>With copies to</u>:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480

If to Sundance:

Sarah Pearce Co-Managing Director
Sundance Institute
P.O. Box 684429
Park City, UT 84068

With copies to:

Corey Field
Ballard Spahr
2029 Century Park East, Suite 800
Los Angeles, CA 90067-2909

Ira B. Rubinfeld
Ray Quinney & Nebeker
36 South State Street
Suite 1400
Salt Lake City, UT 84111

23.10 Reserved Police Power. Park City expressly reserves, and Sundance expressly recognizes, Park City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as Park City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORPORATION

By ______________________
Name Diane Foster
Title City Manager

SUNDANCE INSTITUTE

By ______________________
Name Sarah Pearce
Title Co- Managing Director

Approved as to Form:

____
City Attorney

Attest:

Sharon Bauman
City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF ~~SALT LAKE~~ Summit)

On this 30th day of October, 2013, personally appeared before me Sarah Pearce, who being duly sworn, did say that he/she is the Co Managing Director of SUNDANCE INSTITUTE, and acknowledged to me that the preceding Agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

JODY L. MORRISON
NOTARY PUBLIC•STATE OF UTAH
COMMISSION# 662591
COMM. EXP. 04-15-2017

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this 30th day of October, 2013, personally appeared before me Diane Foster, who being duly sworn, did say that he/she is the City Manager of PARK CITY MUNICIPAL CORPORATION, and acknowledged to me that the preceding Agreement was signed on behalf of said Corporation, by their authority and he/she acknowledged that such Corporation did execute the same for its stated purpose.

NOTARY PUBLIC

JODY L. MORRISON
NOTARY PUBLIC•STATE OF UTAH
COMMISSION# 662591
COMM. EXP. 04-15-2017

SUMMARY OF EXHIBITS

Exhibit "A"	Use Areas
Exhibit "B"	Chamber Agreement
Exhibit "C"	Supplemental Plans
Exhibit "D"	Venue Lease Agreements 1-4
Exhibit "E"	Financial Matrix

EXHIBIT "A" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

2014 USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including projection booth & projector, North Field, 16 parking spaces, courtyard and sponsor car display	1255 Park Avenue	Thursday January 9th through Thursday January 30th	Screening venue, tents (Press and Wait list) and operational parking and propane storage, car display	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Santy Library 202, 205, & 3rd floors rooms (Room numbers may change after renovation but will receive same amount of space.	1255 Park Avenue	Monday January 13th through Tuesday January 28th	Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Same as above	Sundance and Park City	Sundance and Park City
The MARC- Gymnasium and East Parking Lot for vehicle and equipment staging for theatre build-out.	1200 Little Kate Road	Wednesday, January 8 – Wednesday, January 15, 2014. Access: 7:00am – 10:00pm Daily	Load-in. All trucks out of east parking lot by 8pm. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park		Park City shall maintain regular Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City

			in front of building. These dates and times are the same as in past years.				
The MARC - Tennis Courts for queue set-up, Festival use and break down.	1200 Little Kate Road	Tuesday, January 14 7:00am through Monday, January 27 8:00pm	Load-in on Tuesday, January 14. All work after 10pm will occur inside building. Late workers to park in front of building. Access is 24 hours a day until Monday, January 27 at 8:00pm as long as a Sundance representative is present.	For Public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts.	1200 Little Kate Road	Thursday, January 16, 2014 – Saturday January 25, 2014. Access: 7:00am - 11:30pm	Day One Screening Schedule on 1/16: 5:30pm and 8:30pm Daily Screening Schedule: 8:30am; 11:30am; 2:30pm; 5:30pm; 8:30pm	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts	1200 Little Kate Road	Sunday, January, 26, 2014 Access:	Screening Schedule: 11:15am; 2:15pm;	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City

		8:00am – 8:15pm	5:15pm				
The Marc – Tennis Courts	1200 Little Kate Road	Monday, January 27, 2014 Access: 7:00am – 8:00pm	Tear down and load out of tennis court.		Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and East Parking Lot.	1200 Little Kate Road	Sunday, January 26, 2014 – Wednesday, January 29, 2014. Access: From 8:00am on 1/26, access is 24 hours a day and ends on 1/30 at 12:00pm for the Gymnasium and 4:00pm for the East Lot	Tear down and load out of Gymnasium and East Parking Lot. All trucks out of east parking lot by 8pm each night. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. All trucks and activity out of parking lot by 4:00pm on1/30.		Same as above	Sundance and Park City	Sundance and Park City
Miners Hospital -Entire building except Mountain Trails and Arts Council with option of pavilion	1354 Park Avenue	September 1, 2103 – February 28, 2014	Sundance Festival Office space	Parking – Exclusive- adjacent to Recreation and	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside	Sundance	Sundance and Park City

and surrounding park areas. All Parking around facility during the festival. (4) spaces reserved for other tenants				Miners; Other - Nonexclusive	the use area.		
PCMC Recreation Building – Entire building	1354 Park Avenue	November 1, 2013 – February 28, 2014	Sundance Storage or other Sundance use	Currently use as storage	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Miners Park on Main Street	Main Street	Festival Dates (Thursday January 16th-Sunday, January 26th)	Sundance Film Festival or Sponsor Activation		Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance
Park City Museum - First Right of Refusal for Sundance or Sundance Sponsors	Main Street				Sublease limited by terms of master lease between City and Historic Society		
Park Avenue- Between Heber & 9th St.	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City
Park Avenue- Between 9th and 14th St	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City

Main Street - Entire east & west sides.	Main Street	TBD	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place “no parking” and “drop zone” signs	None	None
Swede Alley Surface Lot	Swede Alley	Nov 1, 2013-Feb 28, 2014	New Frontier Artist Exhibit Space	New Frontier Artist Exhibit Space	Snow Removal	Sundance	Load –in /out
Parking spots across from Egyptian 323-333 Main Street Inclusive)	Main Street	January 14-15, Set-up January 16-26 Projection January 27 tear down	Projection on Egyptian Theatre	Artist Projection on Egyptian Theatre in evenings	Park City shall place the barricades, provide snow removal	Park City and Sundance	Park City and Sundance

EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Chamber/General Business

The Park City Chamber of Commerce/Convention and Visitors Bureau Board of Directors hereby agrees to provide to Sundance Institute the following as adopted by formal motion on September 10, 2013, so long as the MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("Master Agreement") is in effect:

1. $160,000 annually in cash grant for promotion of tourism and arts (which includes $50,000 to be contributed under previous commitments from the Park City Chamber of Commerce/Convention and Visitors Bureau). The cash grant shall be subject to cost of living increases.

2. 450 ski tickets for Sundance Film Festival media and sponsors allocated proportionately from Canyons, Park City Mountain Resort and Deer Valley ski resorts.

3. Will assist the Sundance Institute in obtaining lodging, food, venues and services at a reasonable rate, term and availability.

4. Payment of increased tax revenue amortized from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes pursuant to Paragraph 11 of the Master Agreement, as amended and shown pursuant to Exhibit "E".

Signed:Bill Malone

Bill Malone

By: Executive Director,
Park City Chamber of Commerce/Convention and Visitors Bureau

EXHIBIT "C" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Supplemental Plans

SUNDANCE OPPERATIONAL SUPPLEMENTAL PLAN City Services				
CATEGORY	**ITEM**	**QUANITY**	**DESCRIPTION**	**COST**
PARKING	China Bridge Parking	25	Parking passes for reserved spots in China Bridge parking structure	$ 8,750.00
PARKING	Main Street Parking	20	Use of parking spaces on Main Street & Heber Ave. for drop off and bulb outs	$ 2,400.00
TRAFFIC	Pedestrian Management	600 Hours	Traffic control at sidewalks of Heber & Main St. along with Swede Alley and the cross walk on Highway 224 in front of the Fresh Market. The plan would take place from 3 PM to 7 PM from the first Thursday of the festival through the first Monday of the Festival.	$ 14,065.00
TRAFFIC	Traffic Control	400 Hours	The Park City Police Department will divert vehicle traffic traveling south on Park Avenue to 7th Street to access Main Street. Traffic at the Swede Alley and Heber Avenue intersection will be directed uphill on Swede Alley to access Main Street.	$ 26,000.00

TRAFFIC	Barricades	600	"A" frame barricades placed on Highway 248 and in Park Meadows	$ 2,520.00
TRAFFIC	Bike Barricades	150	For bulb outs and pedestrian cross areas	$ 1,711.00
SIGNAGE	VMS Boards	2	Variable Message Boards that will be placed on Highway 224 & 248. City will provide city owned VMS boards	$ 1,800.00
SIGNAGE	Main Street Banners	60	City will install 60 Sundance banners on Main Street for the month of January	$ 908.00
COMMUNICATIONS	COWs	1	Provide space for COWs to be installed and help facilitate permits	$ -
COMMUNICATIONS	Repeaters	2	Assist in the placement of antennas on Boot Hill and other areas as needed unless conflicts arise with other service providers.	$ -
COMMUNICATIONS	City Website	1	City will have a page under the Special Event tab that will be dedicated to Sundance. It will include the rules of the road and links to the Festival homepage.	$ -
TRANSIT	Enhanced Transit Service	920 Hours	Provide additional bus service (extended hours and increased frequency)	$ 92,000.00
ENFORCEMENT	Police Enforcement	500 Hours	Festival police enforcement at the requests of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival	$ 55,560.00

ENFORCEMENT	Code Enforcement	500 Hours	Code Enforcement on building and business activity during the festival.	$ 25,000.00
ENFORCEMENT	Parking Enforcement	500 Hours	Increase parking enforcement on Main Street	$ 9,722.50
PERMITTING	Special Event Permit	1	Master Festival Permit	$ 50.00
PERMITTING	Building Permits	All permits needed	Permits for tents	$ 8,600.00
PERMITTING	Local Consent Permits	1	Special Event Liquor Licenses	Included above
CLEANING	Enhanced Restroom Cleanings	1	Enhanced cleaning of restrooms on Main Street including Miners Park, Transit Center, and the Museum's public restrooms.	$ 3,794.00
CLEANING	Enhanced Trash Collection	1	Enhanced trash collection on Main Street with additional 30 yard dumpster	$ 7,372.00
			TOTAL	$ 260,252.50

**Does not include the rental fee waivers of city facilities which total over $60,000*

EXHIBIT "D" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT
Venue Lease Agreement(s)

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PCMARC

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: PO Box 684429, Park City, UT 84068

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license, for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of screening room, patron queuing, concessions, merchandise sales, press line, Filmmaker and entourage holding space.

C. **License Period.** The License is granted for:

1. **Gymnasium:**
   a. Set-Up - From Wednesday January __, 2014, 7:00am through–Wednesday January __th, 2014 use shall be 7:00 am – 10:00 pm for gymnasium.
   b. Festival and Break Down - From Thursday January __th, 2014, 7:00 a.m. through Wednesday January __th, 2014, 12:00pm (noon) access is 24 hour per day as long as a Sundance representative is present.

2. **Indoor Tennis Courts:**
   a. From Tuesday, January __, 2014, 7:00 am. – Monday January __th, 2014 8:00 pm; access is 24 hours per day as long as a Sundance representative is present.

3. **East Parking Lot:**
   a. Licensee is granted limited use of the East Parking Lot from Wednesday, January ___, 2014 7:00am- until Tuesday January —, 2014 8:00 p.m. for licensed area installation and installation vehicles,
   b. From Wednesday, January __, 2043 7:00 am – Sunday January __, 2014 Midnight, Licensee will have full access to the parking lot and will control the East access point through an approved contractor. Licensee will provide sixteen

PCMARC staff parking spaces during these dates. No public parking, including festival guests, will be allowed in the east parking lot.

c. Licensee will have non-exclusive use of the east parking lot from Monday January __, 2014, 7am through Wednesday January __, 2014, 4:00pm

4. Any additional time Licensee stays beyond the license period, Licensee will be charged $200.00 per hour.

D. **Facilities Licensed.**

AREA: PCMARC	***USE:***
1.Gymnasium 1/__/2014 7:00 am – 1/__/201412:00 p.m.	1.Screening room
2.Indoor Tennis Courts 1/__/2014 7:00 am- 1/__/2013 8:00 pm	2.Patron queuing

Rental of the facility does not include floor coverings. Licensee will deliver, install, remove, return, and cover all other costs of flooring as specified in Exhibit B Licensee agrees to indemnify Park City for any damage caused to the surface of the tennis courts, gymnasium or other PCMARC common areas as a result of Licensee's use of those areas.

City will arrange additional dumpster service and cleaning service and will bill additional fees to Licensee. Licensee is responsible for having the tennis courts in the same condition as before the License Period on Monday January __, 2014, at 8:00 p.m. Licensee is responsible for ensuring that the gymnasium is in the same condition as before the License Period on Wednesday January __, 2014, at 12:00 pm, (Noon). Licensee will comply with the times and limits as approved by the City Council in the annual Supplemental Plan. Licensee agrees to have a Sundance representative on premises at all times while facility is being used by Sundance.

E. **Fees.** Fees are waived pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. However, Licensee shall remit to City a damage deposit of Ten Thousand dollars ($10,000) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling Ten Thousand ($10,000) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

Of the total amount of the fee set forth in Paragraph E, the sum of five-thousand dollars (hereinafter Advanced Deposit) shall become due and payable upon the execution of this agreement and shall be credited against Licensee's deposit under this license. The balance of five-thousand dollars shall become due and payable on February 15th, 2014.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage is primary (City's is secondary) and 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. The provisions of this section shall survive the expiration of termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

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

J. Snow removal. The City will remove snow from the back entrances to the gymnasium, from the area between the building and the designated area on the grass, and from the Racquet Club parking lot by 7:00 a.m. on Wednesday, January 9th, 2013. All reasonable efforts will be made to keep the area clear of snow for the remainder of the weekend. However, in the event of a snowstorm, City streets have first priority and the PCMARC parking lots have second priority. Licensee also accepts responsibility for removal of any and all vehicles parked in areas other than the designated surface parking lot. Parking is not allowed on grass areas.

K. Attendance control. Licensee will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the City Building inspectors for either the tennis courts or the gym. Licensee will be responsible for monitoring the entrances to the licensed facility and will ensure that entrances are staffed during operating hours.

L. This Agreement cannot be altered except by written instrument, signed by both parties.

M. Sales/Business License. The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event. Any concession sales must receive written, advanced approval from the Recreation Manager for the City.

N. City Use. Licensee acknowledges the PCMARC pools, fitness center, pro shop, spinning loft, locker rooms, and AAAH Spa tenants will be open for business during the License period beginning Wednesday, January __, 2014, through, Wednesday January __, 2014, 7:00 a.m. to Midnight. Licensee will not disrupt the City's, nor their tenants' quiet enjoyment of their operations. Licensee acknowledges it does not have exclusive use of the parking lot, restrooms or common areas, halls, entrances, etc.

O. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

P. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation,
Economic Development Manager, P.O. Box 1480, Park City Utah 84060

If to Licensee: Director of Operations, Sundance Institute, P.O. Box 684429, Park City, Utah 84068

Q. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

R. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, **the contract is subject to immediate cancellation by the Park City Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.**

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October 2013.

SUNDANCE INSTITUTE
P.O. Box 684429, Park City, Utah 84068

____
By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On this 30th day of October, 2013, personally appeared before me ~~Laurie Hopkins~~ Sarah Pearce, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly affirmed, did say that he/she is the ~~Director of Budgeting of th~~e Co-Managing Director Sundance Institute by Authority of its Bylaws/Resolution of the Board of Directors, and said Association executed the same.

JODY L. MORRISON
NOTARY PUBLIC•STATE OF UTAH
COMMISSION# 662591
COMM. EXP. 04-15-2017

____
Notary Public

P~~ARK CITY MUNICIPAL COR~~PORATION
Post Office Box 1480
Park City, UT 84060

PARK CITY MUNICIPAL CORPORATION

____
Diane Foster, City Manager

Attest:

____
City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE Seal
MARCH 1, 1884

Approved as to form:

____
City Attorney's Office

EXHIBIT "A" TO
PC MARC License Agreement

Damage Deposit: $10,000

EXHIBIT "B" TO
PC MARC License Agreement

Park City Racquet Club
Subject: Warranty Tennis Court Surface at Recreation Center.
Our recommendation for protecting the Tennis Court surface for temporary activities other than for playing tennis with the appropriate foot wear would be as follows:

Foot traffic / Queuing Stanchions: Install minimum 6 mil vis-queen and a light weight carpet in the area to be used.

Tables, chairs, desks, or temporary fencing for pedestrian control: Install light weight carpet over ¾" plywood or sport court flooring over minimum 6 mil vis-queen.

The use of forklifts or other heavy equipment should be prohibited.

If these guidelines are followed (with care), there should be no resulting damage to the courts.

Note: Any scrapes, gouges or excessive wear from these activities will not be covered in the Surface Warranty

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
ROOMS 201, 202, 205, AND 207 & SANTY AUDTORIUM AT THE LIBRARY AND EDUCATION CENTER

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purposes listed below.

C. (1) **License Period.** This license is granted for

a. Room 201, 202, 205 and 207 Monday 1/__/14 – Tuesday 1/__/14
b. Santy Auditorium and Projection Booth Thursday 1/__/14 - Thursday 1/__/14
c. North field Thursday 1/__/14 - Thursday 1/__/14
d. 16 parking spaces Thursday 1/__/14 – Thursday 1/__/14
e. Courtyard Thursday 1/__/14 – Thursday 1/__/14

D. **Facilities Licensed.**

AREA: Santy Auditorium
located at the Library and Education Center
1255 Park Avenue, Park City, Utah

USE: Screening Room

AREA: Room 201, Room 202, Room 205, and Room 207

USE: Green Room, Storage, Volunteer Room, Queing and Concessions

AREA: North Library Field

USE: Wait List Tent and Sponsor car display

AREA: Parking Stalls (16 spots) at Library and Education Center

USE: Parking and propane storage,

AREA: Courtyard

USE: Press Line Tent

E. **Fees.** Fees are waived pursuant to Master Festival License and City Services Agreement, dated 09/12/13 as amended.
However, Licensee shall remit to City a damage deposit of One Thousand ($1,000.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling One Thousand Dollars ($1,000.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Economic Development Manager without further notice and the deposits therefore collected will be retained as liquidated damages.

G. The Licensee 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 Licensee's use of the facility/area 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 Licensee; and provided further, that nothing herein shall require the Licensee 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 Licensee expressly agrees that the indemnification provided herein constitutes the Licensee'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 Licensee claims or recovers compensation from the City for a loss or injury that Licensee 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 Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee'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. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

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

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O. Box 1480, Park City Utah 84060
If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 **day of** October **, 2013.**

SUNDANCE INSTITUTE
PO Box 684426
Park City, Utah 84068

By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

Diane Foster, City Manager

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to Form:

City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PARK CITY RECEATION CENTER

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of back offices and storage, or any lawful use.

C. (1) **License Period.** This license is granted for a period of December 1, 2013 (6:00 am) through February 10, 2014 (Midnight).

D. **Facilities Licensed.**

AREA: Park City Recreation Center
1400 Sullivan Road *Entire building*

USE : Storage

E. **Fees.** All applicable fees for the use of the building have been waived through the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars ($500.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling Five Hundred Dollars ($500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee agrees to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Licensee and City against public liability, products liability and property damage. Thirty days prior to the event, Licensee is required to furnish a Certificate of Insurance for the property pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

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

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O. Box 1480, Park City, Utah 84060

If to Licensee: Sundance Institute, 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation**. If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars ($25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October, 2013.

SUNDANCE INSTITUTE
PO Box 684426
Park City, Utah 84068

By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

Diane Foster, City Manager

Approved as to Form:

City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
MINERS HOSPITAL

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of Sundance Film Festival Administrative Offices.

C. (1) **License Period.** This license is granted for a period of September __, 2013 through February __, 2014 for Miners Hospital. Sundance Institute will have until March 1, 2013 to complete all repairs and touch ups at Miners Hospital.

D. **Facilities Licensed.**

AREA: Miners Hospital, 1354 Park Ave. Entire building except the Mountain Trails and Arts Council offices. Parking around Miner's may be secured by Sundance from January __ through January __ and 4 spaces will be secured for the current tenants during this period.	USE: SFF Administration Offices

E. **Fees.** All applicable fees for the use of the building have been waived through the the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars ($500.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The license fee and damage deposit, totaling Five Hundred Dollars ($500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits therforeto collected will be retained as liquidated damages.

G. The Licensee 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 Licensee's use of the facility/area 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 Licensee; and provided further, that nothing herein shall require the Licensee 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 Licensee expressly agrees that the indemnification provided herein constitutes the Licensee'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 Licensee claims or recovers compensation from the City for a loss or injury that Licensee 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 Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee'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. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

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

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O. Box 1480, Park City, Utah 84060
If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation**. If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars ($25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of, October 2013.

SUNDANCE INSTITUTE
PO Box 684426
Park City, Utah 84068

By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

____
Diane Foster, City Manager

Approved as to Form:

____
City Attorney's Office

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

EXHIBIT "E" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT - Financial Matrix

Assumptions

Future Annual Inflation	3%	Based on etimated annual increase to CPI
Value of Consistent MLK Marketing	2%	of MLK Weekend
MLK Weekend Sales	13,000,000	(15-20% above Typical January Weekend)

Economic Impact (Estimate of incremental sales due to the non-coincidence of SFF and MLK, based on data from 2008 Wikstrom study inflated at CPI)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Nominal Total	Amortized Total
Coincidence Year	N	Y	N	N	N	Y	Y	N	N	N		
Time Value of Money Factor	1.03	1.06	1.09	1.13	1.16	1.19	1.23	1.27	1.30	1.34		
Increment from Non-Coincidence	0	5,128,711	0	0	0	5,772,409	5,945,582	0	0	0	16,846,702	1,684,670
Park City Municipal (=2% of General Sales)	0	102,574	0	0	0	115,448	118,912	0	0	0	336,934	33,693
Park City Chamber Bureau (3% of Lodging)	0	22,002	0	0	0	24,764	25,507	0	0	0	72,273	7,227
Total Economic Impact	0	5,253,287	0	0	0	5,912,621	6,090,000	0	0	0	17,255,908	1,725,591

	2024	2025	2026	Nominal Total	Amortized Total
Coincidence Year	N	Y	Y		
Time Value of Money Factor	1.38	1.43	1.47		
Increment from Non-Coincidence	0	6,892,559	7,099,335	13,991,894	4,663,965
Park City Municipal (=2% of General Sales)	0	137,851	141,987	279,838	93,279
Park City Chamber Bureau (3% of Lodging)	0	45,492	46,857	92,348	30,783
Total Economic Impact	0	7,075,902	7,288,179	14,364,080	4,788,027

Contribution (Proposed contribution to Sundance Institute to secure separation of SFF and MLK)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Nominal Total	Amortized Total
Total Increase												
PCMC Cash	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	2,700,000	270,000
PCMC In-Kind	239,176	246,351	253,741	261,354	269,194	277,270	285,588	294,156	302,981	312,070	2,741,881	274,188
Chamber Cash	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	1,600,000	160,000
											0	
Current Contribution (Cash)	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	4,300,000	430,000
Current Contribution (Kind)	239,176	246,351	253,741	261,354	269,194	277,270	285,588	294,156	302,981	312,070	2,741,881	274,188
Proposed Increases											0	0
Inflation on PCMC Current Contribution*	8,100	16,443	25,036	33,887	43,004	52,394	62,066	72,028	82,289	92,857	488,105	48,810
nflation on Chambers Current Contribution*	4,800	9,744	14,836	20,081	25,484	31,048	36,780	42,683	48,764	55,027	289,247	28,925
Removal of SL Grant Rebate Provision											0	0
Additional PCMC In-Kind	67,405	71,510	73,655	75,865	78,141	80,485	82,900	85,387	87,948	90,587	793,883	79,388
PCMC Increment	28,608	30,350	31,260	32,198	33,164	34,159	35,184	36,239	37,326	38,446	336,934	33,693
Chamber Bureau Increment	6,136	6,510	6,705	6,907	7,114	7,327	7,547	7,773	8,007	8,247	72,273	7,227
Total Increase	115,049	134,557	151,494	168,938	186,907	205,414	224,476	244,110	264,334	285,164	1,980,443	198,044
Total Value of Contribution (in kind & cash)	784,225	810,908	835,235	860,292	886,101	912,684	940,064	968,266	997,314	1,027,234	9,022,324	902,232
Total Cash Contribution	477,644	493,047	507,838	523,073	538,766	554,929	571,576	588,724	606,385	624,577	5,486,559	548,656
Total In-Kind Contribution	306,581	317,861	327,397	337,219	347,335	357,755	368,488	379,543	390,929	402,657	3,535,764	353,576
Estimated Average Annual Economic Impact of SFF	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	750,000,000	75,000,000

	2024	2025	2026	Nominal Total	Amortized Total
Total Increase					
PCMC Cash	270,000	270,000	270,000	810,000	270,000
PCMC In-Kind	321,432	331,075	341,007	993,514	331,171
Chamber Cash	160,000	160,000	160,000	480,000	160,000
				0	0
Current Contribution (Cash)	430,000	430,000	430,000	1,290,000	430,000
Current Contribution (Kind)	321,432	331,075	341,007	993,514	331,171
Proposed Increases				0	0
Inflation on PCMC Current Contribution*	103,743	114,955	126,504	345,203	115,068
nflation on Chambers Current Contribution*	61,477	68,122	74,965	204,565	68,188
Removal of SL Grant Rebate Provision				0	0
Additional PCMC In-Kind	93,304	96,104	98,987	288,395	96,132
PCMC Increment	89,524	93,242	97,071	279,838	93,279
Chamber Bureau Increment	29,544	30,770	32,034	92,348	30,783
Total Increase	377,593	403,193	429,562	1,210,348	403,449
Total Value of Contribution (in kind & cash)	1,129,025	1,164,268	1,200,569	3,493,862	1,164,621
Total Cash Contribution	714,289	737,090	760,575	2,211,953	737,318
Total In-Kind Contribution	414,737	427,179	439,994	1,281,909	427,303
Estimated Average Annual Economic Impact of SFF	75,000,000	75,000,000	75,000,000	225,000,000	75,000,000

*The cost of living increase will be determined by the Consumer Price Index (CPI) Bureau of Labor Statistics website www.bls.gov/cpi. The CPI index used will be from the CPI Detailed Report – Data for May. Referencing the Table A. "Percentage changes in CPI for All Urban Consumers (CPI-U)". The percentage number will be from the Unadjusted 12 month total ending in May for "All items". The increase will be effective beginning September 1, 2015 and continue annually thereafter through the contract term.

Community Wide Return on Investment	851%	1156%

Distribution of Incremental Revenue (From 2008 Wikstrom Study)

Business Type	Sales Increment	Sales Increment	%
Lodging	606,909	606,909	14%
Resorts	933,722	933,722	22%
Restaurants	649,360	649,360	15%
Retail	988,868	988,868	23%
Other	1,065,241	1,065,241	25%
Subtotal	4,244,100	4,244,100	100%
Government Entity	**Sales Tax**	**Sales Tax**	**%**
City	86,580	86,580	
Chamber	18,207	18,207	
Total	4,348,887	4,348,887	100%

- *Incremental TRT was erroneously calculated in the Wikstrom Report as $127,323. It is corrected here.*

sundance institute
5900 Wilshire Blvd. Suite 800, Los Angeles, CA 90036
1825 Three Kings Dr., Park City, UT 84060
180 Varick Street, Suite 1330, New York, New York 10014

A note about the 2017 Sundance Film Festival:

This year's festival was one for the history books. We endured record snowfall, a cyberattack and a power outage. We came together as a community with 9000 others to peacefully march on Main Street, we launched The New Climate program and renewed our commitment to caring for our planet, and like every year we discovered new talent and heard new stories that change the way we see the world.

We tried some new things and learned a lot in the process. Our Lower Main activation was generally considered a success; however, we definitely have room for improvement in programming and communication with our neighbors. The Cinetransformer worked very well in its first year of activation. We will work to fine-tune the set up and provide better access to the Post Office. The Richardson Flats shuttle on the first weekend was heavily used and much appreciated by locals and visitors alike.

The record snowfall created challenges with the already heavy traffic. We want to extend a huge thank you to the City staff who worked so hard to plow the streets and keep us safe. We look forward to working with City staff to continue to evolve our traffic mitigation plans.

From shoveling snow, providing power and fiber networks, setting up barricades, venues and shuttles, keeping us safe and secure to protecting our official supporters (because we couldn't put on this great event without them), Park City has been an incredible partner to us. We recognize the challenges the council faces as you address growth and community priorities and we want to continue to work together to achieve the right balance.

With much appreciation from everyone at Sundance Institute!

2017 SUNDANCE DEBRIE

DEPARTMENT	Building	Legal
WHAT WENT WELL?	Having people who had a need for multiple permits, schedule a time to come in to process the large number of permits at once. Event enforcement. EOC and debrief notes. The police presence on the streets.	Coordination re free speech/political events/March
WENT DID NOT GO WELL?	Time and manpower which is pulled from other job duties	Getting ambush event applications/insurance etc earlier always better but not always feasible; better communication n training of ped xcrossing interaction w police at nearby intersections]
WHAT CHANGES ARE NEEDED?	Additional snow removal support and resources during the festival. Parking & traffic. Having an electronic/digital application process.	More active/centralize traffic management strike team
TOTAL REVENUE COLLECTED?	$ 13,472.16	0
TOTAL EXPENSES INCURED?	$ 47,100.00	

:F- INTERNAL DEPARTMENTS

Finance	Public Safety	Community Engagement
	The coordination of the protests in the middle of a major event.	Good collaboration between departments to provide good communication and service to our stakeholders
Simply the influx of licensing activity along with business license renewals.	Delivery trucks and schedules and permits in Old Town during the major change over during the middle of the festival.	
We are considering changing the Council approval to hopefully eliminate the Special Meetings.	a. Strongly consider keeping Lower Main Street open and/or b. Consider the pros and cons to closing Main Street to vehicles	Anticipate potential stakeholder communication challenges and plan ahead to address and diffuse those challenges.
$ 50,880.00	$ -	$ -
$8,125	$ 109,425.00	$ 1,200.00

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

This Amendment No. 1 with Stanley Consultants is for modifications to their professional service agreement to provide construction engineering management (CEM) for the re-construction of Lowell Avenue from Manor Way south to the bend in the road. With the project delays caused by the contractor, Granite Construction, there were additional consultant costs caused by this delay.

Respectfully:

Matthew Cassel, City Engineer

City Council Staff Report

Subject: **Lowell Avenue Re-Construction Project Amendment No. 1 to Stanley Consultant's Professional Service Agreement**
Author: **Matthew Cassel, Engineering**
Date: **March 16, 2017**
Type of Item: **Administrative**

Summary Recommendations:
Staff recommends City Council authorize the City Manager to execute Contract Amendment No. 1 to the Professional Service Contract with Stanley Consultants for construction engineering management for the Lowell Avenue Re-Construction Project in a form approved by the City Attorney and for an amount of **$87,860.**

Executive Summary:
This Amendment No. 1 with Stanley Consultants is for modifications to their professional service agreement to provide construction engineering management (CEM) for the re-construction of Lowell Avenue from Manor Way south to the bend in the road. With the project delays caused by the contractor, Granite Construction, there were additional consultant costs caused by this delay.

Acronyms
CEM – Construction Engineering Management
OTIS – Old Town Improvement Study
PCMR – Park City Mountain Resort
ROW – Right-of-Way
SBWRD – Snyderville Basin Water Reclamation District

The Problem:
The Lowell Avenue Re-construction project was scheduled to start and end during the summer of 2016. At the start of the project, the general contractor, Granite Construction, fired their utility sub-contractor due to the sub's inability to get their construction work started. Granite could not find another sub-contractor to take over the job and get the work done. By mid-July of 2016 staff knew the project was not going to get completed and shut the project down. The contractor is now ready to get the construction going this spring. This amendment addresses costs incurred by our consultant in 2016 and future anticipated costs as described below.

Background:
- City Council adopted the Old Town Improvement Study in 2002.
- During the summer of 2014, the Water Department installed the Judge Tunnel water transmission line down the length of Lowell Avenue.
- Additionally, Questar Gas replaced their gas line in Lowell Avenue during the summer of 2014.

- A traffic study was performed by Parametrix (InterPlan) in the winter of 2015 to determine the existing and future traffic levels on Lowell Avenue. This study included future traffic generated by the Treasure Hill Development and the full development of the Bernalfo properties, the study determined that Lowell Avenue should remain a residential street as defined in the 2011 Traffic and Transportation Master Plan.
- On September 24, 2015, Council approved the professional service agreement with Stanley Consultants to provide design, bidding and CEM services for the Lowell Avenue re-construction project in the amount of $397,323
- On April 14, 2016, Council approved the construction contract with Granite Construction in the amount of $1,542,017.

Alternatives:

A. Approve the Request:
This alternative approves Amendment No. 1 to Stanley Consultants contract.
Pros – Approving the amendment will allow engineering staff to provide the proper amount of resources to the project to ensure it is constructed correctly.
Cons – Capital cost impacts

B. Deny the Request:
This alternative would deny Amendment No. 1 to Stanley Consultants contract.
Pros – City funds used for this amendment could be used for other OTIS projects.
Cons – Without this amendment, Stanley Consultants would not be able to provide CEM over sight to the end of the project. This would require engineering staff to cover the inspection construction administration during the last few months of the construction. Engineering staff's resources are not adequate to provide over sight until completion of the construction.

Analysis:
This analysis details the changes to Stanley Consultant's contract, summarizes the budget available and provides a status update on Granite Constructions contract.

Stanley Consultants was awarded the professional service contract to provide design, bidding services, construction engineering management services and post construction services for the Lowell Avenue Re-Construction Project. Stanley Consultant's original fee was $397,323.

This Amendment No. 1 to the contract with Stanley Consultants is for the following items:

- Additional Assistance with the Water Bypass Plan – One of the more critical elements of the project is moving homes off of the existing water line to a temporary water system so the new water line can be installed and the existing water line can be abandoned. Staff requested our consultants to spend as much time as needed to make sure this bypass plan is correct and will work. The cost for this additional service is $11,206,

- Negotiating Meetings – During the winter months, staff and our consultants met numerous times with the contractor, Granite Construction, determine a course of action/response to the delay. The cost for these meetings is $7,728,
- Partnering Meeting – From the negotiating meetings with Granite Construction, staff and the contractor agreed to hold a partnering meeting. The meeting will include City staff, the contractor and our consultants. The consultant labor cost for this meeting is $4,756,
- Additional Pre-Construction Open House – A pre-construction meeting was already held at the start of the 2016 construction. Another meeting will need to be held to bring the neighbors back up to speed on the project. The cost for this additional open house is $2,056,
- Construction Administration – This item was the cost already incurred during the 2016 construction to provide the start-up construction administration. Elements included with this item include shop drawing review and preliminary meetings with the contractor and Park City Resort at the construction was starting. This addition to make sure the City's consultant has the resources to complete their over sight during construction. The cost for construction administration is $17,500,
- Construction Observation and Coordination – With construction being delayed by a year, the inspectors assigned for 2016 are no longer available. The new inspectors have been selected but have a higher per hour cost. Additionally, staff requested the consultant to add two weeks to the construction period (12 week construction period up to 14 week construction period) to make sure budget is available without needing to process another amendment to the contract. Inspection costs incurred during the 2016 construction are being paid back by the contractor ($9,844). The cost of this item is $41,644,
- Direct Expenses – This item provides the consultant with the mileage reimbursement that was used for the 2016 construction. The cost of this item is $2,490,
- Update Record Drawings – The cost of this item is $480, and
- Extend the Contract from December 31, 2016 to December 31, 2017.

Stanley Consultant's fee for Amendment No. 1 is $87,860. Stanley Consultant's new total fee for the project including this Amendment No. 1 is $485,183. Staff has reviewed the fee and finds it to be reasonable. The Water Department and Engineering have agreed to share the cost of this Amendment No. 1. The OTIS program will fund half ($43,930) while the Water Department will fund the remaining half ($43,930).

Project Budget
Granite Construction's bid for the project was $1,542,017. SBWRD will be responsible for $237,936 of Granite's bid, which is for sewer work, Park City Water Department will be responsible for $390,251 and the OTIS funds would cover the remaining $913,830.

Capital Project cp0157 is the capital account approved for OTIS Phase III projects, which includes Lowell Avenue Re-construction. These OTIS Phase III funds will be used to pay for half of this addendum (Water funds will pay for the other half). The following breakdown only includes impacts to the OTIS fund.

OTIS Phase III Budget at start of the project:	$1,387,000
Stanley Consultants Design and CEM Fee:	$ 397,323
Funds Available for Construction:	$ 989,677
Granite Construction Contract (OTIS Portion):	$ 913,830
Less this Amendment No. 1:	$ 43,930
Remaining Funds Available:	$ 31,917

Additionally, Treasure Hill is anticipated to participate in the project, they would be responsible for approximately $183,020 of the $913,830 OTIS portion of the contract. If at the end of the day Treasure Hill chooses to not participate in the project, staff will reduce the project's scope of work by reducing the road thickness and the additional cost associated with Treasure Hill participating. With or without Treasure Hill participating, the cost to the OTIS program will be at or near $731,000. This would then leave the remaining funds available in the OTIS program at $214,937 ($31,917 + $183,020).

Granite Construction Change Order

During the late fall and winter months, staff and Stanley Consultants met numerous times with Granite Construction to resolve the issues from the summer of 2016. As a result of these meetings, an agreement has been made and was incorporated into a contract change order to Granite Construction. The elements of the contract change order are;

- Granite will begin construction work in April 2017 immediately after PCMR closes,
- The project will be substantially completed by October 15, 2017,
- Granite will perform the utility work. If any other sub-contractor is brought on to do this work, they must be approved by SBWRD and Park City Water Department,
- Granite, Park City, SBWRD and Stanley Consultants will participate in a ½ day partnering session. Park City will pay for half of the partnering session,
- The conditions concerning the liquidated damage clauses of $500,000 per occurrence for damage to the Judge waterline have been removed from the agreement,
- Liquidated damages were accrued from 5/17/2016 to 7/1/2016 for a total of $69,000. This amount will be held and will be assessed against Granite if they do not substantially complete the project by October 15, 2017. Additionally, $1,500 per day will also be assessed for each day after October 15, 2017 until the project is substantially complete, and

- Granite will pay Park City and SBWRD $15,900 for inspection services performed during the summer of 2016, which will be deducted out of Granite's first pay request. These funds offset $15,900 of this requested amendment.

Staff anticipates Council to question why the City is paying for cost impacts created by the Contractor. The answer is not straight forward so staff has provided an outline of our thoughts and ideas;

- Other than liquidated damages, the contract is relatively silent on costs to be recouped when the contractor is responsible for the delay to a project. Section 4.05 – Delays in Contractor's Progress and Section 11.05 – Change to Contract Time both do not even address what costs can be included in a delay to a project caused by the contractor. Without specific clauses in the General and Specific Conditions of the contract, shifting City and consultants costs to the contractor can happen, most often through negotiation or through the use of the liquidated damages clause in the contract.
- The liquidated damages for this project were set at $1,500 per day, which is considered to be a fair estimate of impacts to the City. Most often, and in the 30 years of my involvement in construction, I have only levied one liquidated damage on a contractor. The liquidated damages clause is most often used as leverage. In this project's case, staff had to weigh what was most important to our cause. Engineering, Public Utilities and SBWRD all agreed that our goal for the project is that it is built at a quality level and most importantly, that it is completed by October 15, 2017. The liquidated damages were then used to incentivize the contractor to complete the work by that date.
- Over the winter months, City staff, our consultant and the contractor sat down and negotiated the contract change order points as outlined above. Staff, Public Utilities and SBWRD all agreed that the change order points above were fair.
- When this project started in the summer of 2016 and the sub-contractor was performing poorly, staff realized that our inspection costs and construction administration costs would significantly increase because of the additional over sight need to make sure the sub-contractor installed the utilities correctly and in a quality manner. Staff believes that if the contractor had been able to continue last year, staff would still have needed to process an amendment to our consultant's contract because of additional field resources needed to keep the contractor's sub in line.
- Staff, Public Utilities and SBWRD agreed that, even with the one year delay to the project, this project will be considered a success as long as any change orders to the contractor and any amendments to our consultant's contract do not exceed the second low bid of $2,339,622. The engineer's estimate for this project was $2,430,300. Though staff has quite a bit of wiggle room on this project, it does not mean we will let up our guard and allow any change orders to be processed without verifying that they are fair costs. The point of the partnering meeting (held on March 9, 2017) was to make sure the contractor, consultants and the City remain fair with each other and that we produce a

final quality product at a fair price.

- Working with Public Utilities and SBWRD, staff believes that the change order with Granite Construction and this amendment to Stanley Consultant's design and CEM contract were fair and provided the pathway for the Lowell Avenue Re-construction project to be completed by October 15, 2017.

Department Review:
This report has been reviewed by Public Utilities, Engineering, Legal, Budget and the City Manager's office. All issues have been resolved.

Funding:
Capital Project cp0157 to date contains approximately $1,436,177 which was approved for OTIS Phase III projects (this dollar amount does not match the project budget above as money is moved into and expenditures have been taken out of this fund over the last year and a half). Funding for OTIS projects are part of the Council adopted 10-year Additional Resort Communities Sales Tax plan and the 5-year CIP. Snyderville Basin Water Reclamation District (SBWRD) will finance the construction of their sewer portion of the project while the Park City Public Utilities Department will fund the construction of their water portion of the project.

Recommendation:
Staff recommends City Council authorize the City Manager to execute Contract Amendment No. 1 to the Professional Service Contract with Stanley Consultants for construction engineering management for the Lowell Avenue Re-Construction Project in a form approved by the City Attorney and for an amount of **$87,860.**

Attachments:
Exhibit A - Stanley Consultant's Scope of Work and Fee

Lowell Avenue Reconstruction

Scope of Work – Contract Amendment 1

Construction Observation and Coordination.

This modification is for the additional effort required due to construction start up and delay during 2016.

Stanley Consultants and BC&A require additional fee for the following items:

1. Construction meetings, administration, and inspection efforts that occurred in 2016 since the project is starting over in 2017. The original contract assumed 26 weeks of construction during one construction season.
2. Meetings, negotiations, and correspondence with Granite to determine if the construction contract would be terminated or delayed to 2017.
3. Attend a partnering training prior to construction starting in 2017. Training will be one day long and attended by 2 people from BCA and 2 people from Stanley Consultants.
4. BC&A will perform construction observation services for all project elements, except sanitary sewer during the duration of the construction of the water line and services. Their observer will provide daily progress reports to Stanley Consultants and Park City along with construction photos. The observer will also notify the contractor, Stanley Consultants, and Park City of any deficiencies in the work or project operations based on the plans, specifications, and contract documents.

   BC&A will observe excavation near the Judge Pipeline and document any damage to the line if exposed and work with Stanley Consultants to coordinate repairs with the contractor.

   Assumptions for BC&A's inspection fee are as follows:

   - 10 Hours per day
   - 5 days per week for 14 weeks
   - 14 weeks = (2 weeks start up, 10 weeks active waterline construction, 2 weeks transition with Stanley Consultants roadway construction observer)
   - 100 miles round trip per day mileage at $0.75 per mile
   - 2 staff members to attend the 2017 pre-construction public open house with contractor (get to know residents)
   - 2 Staff members to attend one day partnering training.
   - One hour per week for BC&A to manage their staff. This does not include attendance at weekly construction meetings.

5. Additional effort reviewing and assisting contractor with submittals was necessary regarding the water and sewer bypass. This modification includes the additional effort expended in 2016. This also assumes that the contractor will be using, organizing, and compiling the 2016 submittals for easier use.

It is also necessary to extend the contract to December 31, 2017 due to the delay in construction to 2017.

Client: Park City Municipal Corporation

Project : Lowell Avenue Re-Construction Design and Construction Management - Amendment 1

Bowen Collins and Associates - Add Matt Thompson and Brian Mecham as Water Inspectors. Additional Sumbittal Review Effort.

Activity - Task Description	Water Design Lead $146	Water Inspector 2017 $120	Water Inspector 2016 $107	Staff Engineer 2016 $102	TOTAL HOURS	Loaded
Task 4.0 - Construction Management						
Pre-Construction Meeting	0	0			0	$0.00
Additional assistance with Bypass plans and submittals for 2016 and 2017	54	0		1	55	$7,986.00
Pre-Construction Public Open House	4	4			8	$1,064.00
Construction Adminstration	14	0			14	$2,044.00
Partnering Training	8	8			16	$2,128.00
On-Site Public Involvement and Coordination	0	0			0	$0.00
Construction Observation and Coordination (Add 14 weeks 50 hours per week for 2017 and time spent in 2016)		700	92		792	$93,844.00
Inspection and Testing Coordination	0	0			0	$0.00
Testing	0	0			0	$0.00
Task 4 Subtotal Hours	80	712	92	1	885	$107,066.00
	$11,680.00	$85,440.00	$9,844.00	$102.00		**$107,066.00**
Task 5.0 - Post Construction						
Record Drawings		4			4	$480.00
Task 5 Subtotal Hours	0	4			4	**$480.00**
Total Hours	80	716	92	1	889	$107,546.00
Total Loaded Labor	$11,680.00	$85,920.00	$9,844.00	$102.00	$0.00	$107,546.00
					EXPENSES =	$6,600.00
					LABOR =	$107,546.00
			BOWEN COLLINS AND ASSOCIATES TOTAL FEE ADJUSTMENT =			**$114,146.00**

Stanley Consultants, Inc - Reduction in cost due to having BC&A Inspect. Additional Sumbittal Review Effort.

Activity - Task Description	RESIDENT ENGINEER $161	CONSTRUCTION OBSERVER $87			TOTAL HOURS	Loaded
Task 4.0 - Construction Management						
Pre-Construction Meeting	0	0			0	$0.00
Additional assistance with Bypass plans and submittals thorugh 5-14-16	20	0			20	$3,220.00
Additional meetings and negotiations with Granite	48	0			48	$7,728.00
Weekly Meetings and project administration 2016	88	0			88	$14,168.00
Partnering Training	12	8			20	$2,628.00
Pre-Construction Public Open House	4	4			8	$992.00
Attend 2 meetings with Park City Resort	8	0			8	$1,288.00
Construction Observation and Coordination (Reduce 12 weeks/50 hrs per week observation)	0	-600			-600	-$52,200.00
Task 4 Subtotal Hours	180	-588			-408	(22,176.00)
Total Hours	180	-588			-408	(22,176.00)
	$28,980.00	-$51,156.00				(22,176.00)
					EXPENSES =	($4,110.00)
					LABOR =	($22,176.00)
				STANLEY CONSULTANTS FEE ADJUSTMENT =		**($26,286.00)**
				OVERALL CONTRACT FEE ADJUSTMENT AMENDMENT 1		**$87,860.00**

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

The schematic design phase of architectural services for the proposed public utilities and streets facility has progressed to a stage where an effective energy analysis can be performed. This analysis is key to being able to properly address Council's Energy Critical Priority goal and the effort required to achieve a net-zero energy facility.

This Second Addendum to RNL's Professional Services Agreement (PSA) includes energy modeling and life-cycle cost analysis for a net-zero evaluation which will serve to inform decisions and additional costs during the schematic and design development phases of the project.

Respectfully:

Roger McCLain, Water Engineer

City Council
Staff Report

Subject:	**Public Utilities and Streets Facility Architecture Services Professional Services Agreement – Second Addendum, RNL, Inc.**
Author:	**Roger McClain, Public Utilities Engineering Manager**
Department:	**Public Utilities**
Date:	**March 16, 2017**
Type of Item:	**Administrative**

Summary Recommendation
Staff recommends Council authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with RNL Design, Inc., for the Public Utilities and Streets Facility Architectural Services for an increase to the agreement in an amount not to exceed $97,000.

Executive Summary
The schematic design phase of architectural services for the proposed public utilities and streets facility has progressed to a stage where an effective energy analysis can be performed. This analysis is key to being able to properly address Council's Energy Critical Priority goal and the effort required to achieve a net-zero energy facility.

This Second Addendum to RNL's Professional Services Agreement (PSA) includes energy modeling and life-cycle cost analysis for a net-zero evaluation which will serve to inform decisions and additional costs during the schematic and design development phases of the project.

Acronyms and Abbreviations in this Report
The following acronyms and abbreviations have been used in this report:

City	Park City Municipal Corporation
PSA	Professional Services Agreement
RNL	RNL Design, Inc.

The Issue
The schematic design phase identifies building system alternatives for the project. Before advancing these alternatives to the Design Development phase, further energy performance and life-cycle cost evaluation is required to ensure the project achieves the City's Energy Critical Priority goal.

Background
The architectural and engineering design effort is being undertaken in a multi-phased approach by the City to address the Department of Public Utilities short and long-term facility needs.

Staff previously presented recommendations to City Council during the "New Business" and "Work Session" portion of regular meetings. The project related material previously presented at City Council meetings may be found at:

- *Original Bowen Collins & Associates PSA: Engineering Services – May 19, 2016:* http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2140&Inline=True
- *Original RNL, Inc. PSA*: *Architectural Services – August 11, 2016:* http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2179&Inline=True
- *Public Utilities Facility – Programmatic Goals – October 6, 2016:* http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2193&Inline=True
- *Public Utilities Facility – Site Concept - November 10, 2016* http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2201&Inline=True
- *Public Utilities Facility – PSA*: *Architectural Services First Addendum* – January 5, 2017 http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2215&Inline=True

Proposed Supplemental Consultant Services

A summary of energy evaluation work included in the proposed Second Addendum for the RNL services is listed below:

The following tasks will be completed by RNL's energy performance engineer and construction costing subconsultants:

- Perform energy modeling
- Perform computation fluid dynamic analyses
- Considers complexity factors such as energy consumption associated with specialty equipment
- Provide construction cost data related to proposed building systems alternatives
- Perform life-cycle cost analysis with matrix alternatives
- Provide an Energy Analysis Report summarizing evaluations, findings, and recommendations
- Provide an updated project cost estimate based on the energy analysis and preliminary building/energy system selections

An example of the energy evaluation approach is provided in Attachment A.

Schedule

It is anticipated that the energy evaluation work will be completed by April 2017 which is consistent with the City's ability to meet the project completion schedule outlined.

Project Management

The City's project manager will continue to be Roger McClain and will be working under the guidance of the Public Utilities Director.

Analysis

The original PSA with RNL, $242,840, includes project Programming, Master Planning, and Concept Design work efforts. The previously approved First Addendum, $366,899, includes the schematic Design phase and associated work. This recommendation addresses the energy performance evaluation which, in conjunction with the design team's schematic design works toward the satisfactory completion and documentation of the project's energy performance goals and requirements.

Alternatives for City Council to Consider

This section provides pros and cons and next steps associated with the recommended addition to the architecture services and increase in fees.

Pros

a. Promotes the project into schematic design development and maintains the defined project schedule
b. Enables refinement of the project budget
c. Promotes evaluation and comparison of sustainable and energy alternatives for the facility building and equipment components

Cons

a. Increases capital improvement project costs that could be utilized for other purposes

Consequences of not authorizing services

a. Delays could affect the overall project completion schedule which would impact other time-sensitive water related projects including the Stipulated Compliance Order for mining-influenced-water treatment projects.
b. Delays would require other equipment and vehicle storage solutions to be pursued which would potentially impact Levels of Services and operating budgets for the Public Utilities, Parks, Building Maintenance, and Transit Departments.

Furthering the Goals of the General Plan

Through the General Plan, City Council has set as an objective to "Provide reliable public resources to ensure the health, welfare, and safety of residents and visitors" *(Objective 1.4 http://www.parkcity.org/home/showdocument?id=12388 page 99).* Additionally, City Council has established, through the strategic planning process and the Biennial Plans, the following Desired Outcomes:

- Enhanced water quality and high customer confidence
- Effective water conservation program
- Adequate and reliable water supply *(http://www.parkcity.org/Home/ShowDocument?id=13028 page 1)*

In pursuit of the need to maintain levels of service and meet City Council's goals for essential services, City Council has directed staff to develop a Public Utilities and Streets facility on the property located on the north side of SR 248.

Additionally, through the General Plan, City Council has set as an objective to "Manage growth to protect the unique Park City Experience by recognizing limits to growth and adopting policies that are consistent with those limits. Look at policies to offset growth through efficiencies and renewables." *(Objective 14B http://www.parkcity.org/home/showdocument?id=12388 page 99).* Additionally, City

Council has established, through the strategic planning process and the Biennial Plans, the following Desired Outcome:

- Enhanced Municipal and Community Carbon Mitigation, Energy Reduction, and Conservation
(http://www.parkcity.org/Home/ShowDocument?id=13028 page 1)

In pursuit of the goal to achieve net zero, City Council has directed staff to pursue a net-zero energy Public Utilities and Streets facility.

Next Steps:

- Staff will return in March 2017, upon completion of the City Housing Survey, to get direction on site housing programmatic goal for this facility.
- Upon City Council authorization and subsequent contract amendment execution, staff and RNL will begin evaluation of building alternatives into the schematic design efforts, establish project design criteria and schedules, and evaluate design alternatives.
- Following substantial completion of schematic design architecture and engineering services, a scope and fee for design development architectural and engineering design services will be developed.
- Staff intends to return to City Council with an addendum to the RNL and Bowen Collins & Associates original professional services agreement contract for the design development as well as future design and construction phase services.

Department Review

This report has been reviewed by representatives of Public Utilities, Community Development, Budget, City Attorney's Office, and the City Manager's Office. Comments have been integrated into this report.

Funding Source

The funding for the project is from water and storm water service fees and impact fees; transportation fund; and general funds. This funding is part of the approved 5-year CIP.

Attachments

ATTACHMENT A: Example - Energy Performance Analysis Summary
ATTACHMENT B: Public Utilities Facility – Architectural Services, RNL Design, Inc., PSA Second Addendum - Scope of Services and Fee Summary

ATTACHMENT A
Example – Energy Performance Analysis Summary

[redacted]

FEMP Energy Performance 40-YR LCCA Analysis Summary

[redacted]

Best LCCA Result	
In Design	◄

Design Component	Description or Modeled Parameter / Efficiency	Notes	Annual Utility Cost (USD/Year)	Initial Installed Cost (USD)	Annual O&M Cost (USD)	Overhaul / Replacement Cost (USD)	Overhaul / Replacement Interval (YRS)	Utility Rebate Estimate[4, 20] (USD)	40-year LCCA Savings (PV-USD)	Savings to Investment Ratio (SIR)	LCCA Discounted Payback (YRS)	
Envelope[7,8,9]												
Roof	R-20 (U-0.048)	ASHRAE 90.1-2010 Table 5.5-5 (Baseline)	$205,717	$179,918	$0	$0	N/A	$0	N/A	N/A	N/A	◄[13]
	R-24 (U-0.040)	4" Polyiso. @ R-6/in. (90.1-2010 Table A2.2)	$204,957	$218,819	$0	$0	N/A	$0	-$18,621	0.48	No Payback	
	R-30 (U-0.032)	5" Polyiso. @ R-6/in. (90.1-2010 Table A2.2)	$204,066	$248,968	$0	$0	N/A	$9,122	-$15,897	0.73	No Payback	◄[15]
	R-36 (U-0.027)	6" Polyiso. @ R-6/in. (90.1-2010 Table A2.2)	$204,883	$287,869	$0	$0	N/A	$9,122	-$72,571	0.27	No Payback	
Exterior Walls	U-0.064	ASHRAE 90.1-2010 Table 5.5-5 (Baseline)	$205,717	$99,000	$0	$0	N/A	$0	N/A	N/A	N/A	
	U-0.056	4" Mineral Wool c.i. @ R-3.8/in. min. - no cavity insul. (90.1-2010 Table A3.3)	$205,470	$104,000	$0	$0	N/A	$0	-$3,622	0.28	No Payback	◄[16]
Glazing	U-0.45 & SHGC-0.40 & VLT-(No Requirement)%	ASHRAE 90.1-2010 Table 5.5-5 (Baseline) - Curtainwall / Storefront	$205,717	$311,271	$0	$0	N/A	$0	N/A	N/A	N/A	
	U-0.38 & SHGC-0.27 & VLT-0.64[12]	Kawneer 516/518 (storefront) w/ PPG Solarban 70xl + clear	$204,739	$338,843	$0	$0	N/A	$7,295	$17,511	2.70	12	
	U-0.38 & SHGC-0.38 & VLT-0.70[12]	Kawneer 516/518 (storefront) w/ PPG Solarban 60 clear + clear	$201,309	$331,271	$0	$0	N/A	$7,295	$90,971	8.16	4	◄
	U-0.38 & SHGC-0.27 & VLT-0.64[12]	Kawneer 1620 (curtainwall) w/ PPG Solarban 70xl + clear	$204,739	$419,212	$0	$0	N/A	$7,295	-$72,858	0.28	No Payback	
	U-0.38 & SHGC-0.38 & VLT-0.70[12]	Kawneer 1620 (curtainwall) w/ PPG Solarban 60 clear + clear	$201,309	$401,640	$0	$0	N/A	$7,295	$20,602	1.25	28	
Skylights	U-1.17 & SHGC-0.49 & VLT-(No Requirement)%	ASHRAE 90.1-2010 Table 5.5-5 (Baseline) - Glass / With Curb / 0%-2%	$205,717	$116,700	$0	$0	N/A	$0	N/A	N/A	N/A	
	U-0.26 & SHGC-0.32 & VLT-0.64	UniQuad Polycarbonate w/ Curb	$200,252	$128,370	$0	$0	N/A	$0	$33,965	3.91	7	◄
	U-0.38 & SHGC-0.38 & VLT-0.70[12]	Kawneer 516/518 or 1620 w/ PPG Solarban 60 clear + clear	$200,761	$245,070	$0	$0	N/A	$0	-$13,241	0.90	No Payback	
Shading Devices	No Shading Devices or Self-Shading	No ASHRAE 90.1-2010 Requirement	$205,717	$0	$0	$0	N/A	$0	N/A	N/A	N/A	
	Fixed/Permanent Devices per Plans	Shading devices as indicated on Revit Model 12-2-15.	$200,761	$102,988	$0	$0	N/A	$0	$2,985	1.03	22	◄
Non-Swing Exterior Doors	U-0.500	U - ASHRAE 90.1-2010 Table 5.5-5 Minimum / Infiltration per DFCM study.	$205,717	$64,600	$0	$1,000	20	$0	N/A	N/A	N/A	
	U-0.070 / Infiltration = 0.23 cfm/ft^2	Wayne Dalton Thermospan 150. Includes thermal break (condesation prevention), polyurethane panel end-caps, and joint seals.	$200,087	$81,600	$0	$1,000	20	$0	$125,591	8.39	4	◄
	U-0.130 / Infiltration = 0.50 cfm/ft^2	Wayne Dalton C-2400. Includes perimeter weather seal only.	$206,794	$72,200	$0	$1,000	20	$0	-$30,492	0.10	No Payback	
Swing Exterior Doors	U-0.700	ASHRAE 90.1-2010 Table 5.5-5 Minimum	$205,717	$15,795	$0	$0	N/A	$0	N/A	N/A	N/A	
	U-0.540	Curries Series 707 - Honeycomb w/ thermal break.	$205,306	$16,524	$0	$0	N/A	$0	$7,873	11.80	2	
	U-0.350	Curries Series 707 - Polyurethane w/ thermal break.	$205,171	$19,035	$0	$0	N/A	$0	$9,156	3.83	7	◄[18]
Infiltration Control	0.40 cfm/ft2 of six sided envelope	Baseline infiltration rate for existing buildings. Tyvek only.	$205,717	$69,578	$0	$0	N/A	$0	N/A	N/A	N/A	
	0.25 cfm/ft2 of six sided envelope	Improved infiltration control. Sheet applied vapor barrier, et al.	$198,881	$312,568	$0	$0	N/A	$0	-$64,073	0.74	No Payback	
	0.10 cfm/ft2 of six sided envelope	HPBS Standard infiltration control. Fluid applied vapor barrier, et al.	$188,255	$474,704	$0	$0	N/A	$0	$58,630	1.14	22	◄
Lighting[6,14]												
Interior Lighting	ASHRAE 90.1-2010 Table 9.6.1 (Space-by-Space)	ASHRAE 90.1-2010 allowable LPD. Assumes flourescent fixtures (0.99 w/ft^2).	$175,302	$650,000	$1,080	$875k / $375k / $375k	10 / 20 / 30	$0	N/A	N/A	N/A	
	LED	Assume 30% reduction of installed LPD (0.7 w/ft^2) vs. Table 9.6.1., per EE C.K.	$164,679	$775,000	$720	$375k / $375k / $375k	10 / 20 / 30	$9,758	$530,527	4.31	4	◄
Exterior Lighting	ASHRAE 90.1-2010 Table 9.4.3B	ASHRAE 90.1-2010 max. allowable installed LPD. (Metal Halide)	$175,302	$95,000	$660	$19,500 / $120,000	10 / 20	$0	N/A	N/A	N/A	
	LED		$172,218	$120,000	$480	$120,000	20	$3,990	$64,701	3.59	9	◄
Plug / Process Loads												
Appliances & Equipment[10, 11]	Space-by-Space definitions per COMNET App. B &	COMNET Appendix B is 'industry standard' for plug/process load definitions, where detailed equipment tally(ies) cannont yet be identified.	*[11]	*[11]	*[11]	*[11]	*[11]	$0	N/A			
	Provide Energy Star appliances as are available.	Required by DFCM's HPBS. Savings determined by use of DOE's Energy Star IT Savings Calculator, as an Exceptional Calculation, per G2.5	*[11]	*[11]	*[11]	*[11]	*[11]	$825	Annual Energy Cost Savings = $3,697			◄
Regenerative Elevator Drives	No regenerative drives.	Assumes a relatively light usage schedule, based on building usage/type.	$175,302	$0	$0	$0	N/A	$0	N/A	N/A	N/A	◄
		Savings based on elevator usage. Project assumes 10% usage schedule.. Use of regenerative drives implies change from (two) hydraulic elevators to traction elevators with additional cost increment not included in this line item.	$173,485	$70,000	$60	$70,000	20	$910 (RMP Custom Only)	-$41,117	0.62	No Payback	
Mechanical HVAC System Types[5]												
ASHRAE 90.1-2010 Baseline[19]	System #5 - Packaged VAV w/ Reheat (Main) System #3 - Packaged Single Zone AC w/ Furnace (Shops)	System #5 - 2 Natural draft minimum efficiency equally sized boilers, 180°F, 50°ΔT, Primary Loop only, VFD. DX cooling coil(s) @ minimum efficiency. One AHU per floor (2 total). System #3 - Fossil Fuel Furnace & DX cooling @ minimum efficiency. One system per Zone.	$160,953	$1,799,855	$2,760	$43.7k / $688k / $43.7k	15 / 20 / 30	$0	N/A	N/A	N/A	

VAV Option 1 (Main) **Package IDEC-UH's-MAU (Shops)**	Basis of Design (Main & Shops)	Main - Three 17,000 cfm low supply temperature roof-mounted VAV AHU's. Three 500 MBH modular condensing boilers w/ primary (constant) - secondary (VFD) HTW pumping configuration. One 90 ton air cooled variable speed rotary screw chiller w/ VFD primary only CHW pumping configuration. CHW system includes a 750 ton-hr thermal (ice) storage system, utilizing three tanks. Shops - Seven 10,000 cfm (ea) roof mounted packaged IDEC cooliing units. Four 5,000 cfm (ea) direct fired makeup air units & three 20,000 cfm (ea) roof ventilators. Twentyfour 80 MBH (ea) radiant tube heaters & twenty 50 MBH (ea) hydronic unit heaters. Implies use of Sched 6A.	$129,460	$2,691,268	$7,920	$43.7k / $849k / $43.7k	15 / 20 / 30	$28,930	-$154,103	0.79	No Payback	
VAV Option 2 (Main) **Package IDEC-UH's-MAU (Shops)**	Basis of Design (Shops) & Alternative (Main)	Main - Three 24,000 cfm packaged rooftop units. 500 MBH modulating NG in each RTU & HTW reheat loop served by two 399 MBH condensing boilers w/ primary (constant) - secondary (VFD) HTW pumping configuration. 60 Ton DX cooling with evaporative condenser in each RTU @ 10.4 EER. Shops - Seven 10,000 cfm (ea) roof mounted packaged IDEC cooliing units. Four 5,000 cfm (ea) direct fired makeup air units & three 20,000 cfm (ea) roof ventilators. Twentyfour 80 MBH (ea) radiant tube heaters & twenty 50 MBH (ea) hydronic unit heaters.	$134,217	$1,992,300	$2,790	$43.7k / $880k / $43.7k	15 / 20 / 30	$23,318	$385,438	2.70	8	◄
VAV Option 3 (Main) **Package IDEC-UH's-MAU (Shops)**	Basis of Design (Shops) & Alternative (Main)	Main - Three 24,000 cfm roof-mounted VAV AHU's. Three 500 MBH modular condensing boilers w/ primary (constant) - secondary (VFD) HTW pumping configuration. One 90 ton air cooled variable speed rotary screw chiller w/ VFD primary only CHW pumping configuration. Shops - Seven 10,000 cfm (ea) roof mounted packaged IDEC cooliing units. Four 5,000 cfm (ea) direct fired makeup air units & three 20,000 cfm (ea) roof ventilators. Twentyfour 80 MBH (ea) radiant tube heaters & twenty 50 MBH (ea) hydronic unit heaters.	$136,073	$2,438,027	$2,340	$43.7k / $1,056k / $43.7k	15 / 20 / 30	$20,247	-$70,505	0.89	No Payback	
HVAC Systems Options												
VAV Option 2 (Main)	Improved DX Efficiency as compared to VAV Option 2	From 10.4 EER to 17.2 EER (evaporative condenser)	$128,568	$2,172,300	$3,510	$43.7k / $1,091k / $43.7k	20	$29,191	$303,631	1.65	13	
Utility Rate Schedules												
Natural Gas Rate	Questar GS vs. IS (interuptable service)	Requires use of Dual Fuel Ready Boilers. Include any incremental boiler cost in LCCA.	$125,701	SLCC & MECH should determine the risks and potential costs/penalties for interuptable service. Evaluated using VAV Option 2.				N/A	Annual NG Cost Savings = $8,516			

Notes:
1. Energy cost savings results of each EEM are not additive. Selected EEMs must be evaluated as a whole 'package' for aggregate energy cost savings.
2. Some EEMs/design-options may provide owner benefit, but may not be claimed for credit under ASHRAE 90.1-2010 Appendix G (or LEED) protocol.
3. Pricing has been developed at DD phase. Equipment and system selections have not been finalized.
4. Several Utility Incentive Estimates require energy model output data.
5. Site Plants; no district energy.
6. Daylighting is code/standard required for almost all space types & scenarios where applicable, and is therefore no longer considered an EEM.
7. Below Grade walls are not anticipated.
8. Heated Slabs are not anticipated.
9. Perimeter insulation for unheated slabs has never demonstrated LCCA payback. It is required by IECC 2012 but not required by 90.1-2010.
10. Does not consider plug/process loads/equipment exempt from ASHRAE 90.1-2010 (i.e. unregulated loads). Unregulated loads are modeled identically.
11. Initial cost cannot be accurately determined, and future costs & replacement intervals cannot be accurately predicted. Only reporting annual energy cost savings. Energy Star is LCC effective by definition.
12. Kawneer 516/518 & 1620 framing systems indicate identical thermal performance (frame only) when tested per AAMA 1503.1.
13. Renewable energy systems not budgeted / planned for project, and therefore, have not been evaluated.
14. All lighting replacement is assumed to be LED after 10 future years.
15. Results and Meeting Discussion (2-4-16) indicate R-20 for Shop spaces and R-30 for 'typical' spaces. R-20/30 mix = $1,196 annual utility cost reduction & $3,840 utility rebate. Removes ~$32k from initial construction budget.
16. Wall assembly will not meet code compliance if reduced further. Result may be within band of error.
17. Some concern that Storefront (best LCCA) willl not allow the project to pass the infiltration test/requirement(s).
18. Decision based on 40 year savings result and consideration of thermal comfort.
19. HVAC LCCA 'Baseline' changed from above, due to inclusion of electric radiant panel heating in Restrooms. Previously assumed NG heating fuel source.
20. HVAC incentives calculated using ThermWise Business prescriptive and RMP Custom (due to limited eqiupment selections at time of analysis).

ATTACHMENT B
Public Utilities Facility – Architectural Services, RNL Design, Inc., PSA Second Addendum - Scope of Services and Fee Summary

Consulting Engineering Services Scope

- Develop ASHRAE 90.1-2013 Appendix G compliant, whole-building, Proposed and Baseline energy models, to evaluate individual Energy Efficiency Measures (EEMs) and design options.
- Select EEMs and design options in collaboration with the design team. EEMs and design options can include architectural features, mechanical systems, lighting systems, renewable energy systems, or other controls and systems innovations.
- Generate Energy Analysis Memos (EAMs) which will include information regarding the EEMs and design options evaluated, list of basic assumptions, energy use reductions, discussion of results, recommendations for EEM/design-option inclusion.
- Update any statements of energy performance goals and establish the project's energy use index (EUI).

Computational Fluid Dynamics

- Develop computational fluid dynamics (CFD) model of the facility in order to evaluate natural ventilation and/or exhaust requirements. CFD is required to demonstrate that the code required ventilation is achieved through natural methods.
- Use the CFD model to instruct the owner how to correctly use the system and to establish sequence of operation guidelines.
- CFD analysis may be performed on as needed basis, as determined by the design team, to assess other special conditions.

Life-Cycle Cost Analysis

- Life-cycle cost analysis will be completed using LBNL's BLCC5.3-15 software, under the guidelines of the Federal Energy Management Program (FEMP) analysis.
- LCCAs shall be performed on as needed basis, as determined by the design team and/or owner.

Deliverables/Approximate Schedule

Initiate Energy Models (assumes receipt of Revit or similar)................. approx. 15 March 2017
Analyses Reporting for Schematic Design Package................................. approx. 1 April 2017

Fee Proposal

Proposed total fee for the work included in the Second Addendum is hourly at listed hourly rates listed in the original PSA and First Addendum Not to Exceed $97,000.

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

At the direction of City Council, The Citizens Open Space Advisory Committee (COSAC) and Recreation Advisory Board (RAB) will be presenting a joint recommendation on the Library Field preservation project. The Committees are recommending City Council consider granting a third party preservation easement on the Library Field, which would prohibit permanent structures. This easement, should Council provide direction, would form a legal binding agreement between a qualified land trust, which would define, in perpetuity, permitted and prohibited uses associated with the property.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager

City Council
Staff Report

Subject: **Library Field Preservation Project**
Author: **Heinrich Deters**
Department: **Sustainability**
Date: **March 16, 2017 Type of**
Item: Administrative- Property

Summary Recommendation

Staff recommends Council discuss and provide direction on the joint Citizens Open Space Advisory Committee (COSAC) and Recreational Advisory Board (RAB) recommendation to place a third party preservation easement on the Library Field under the following conditions:

- The easement would not include the slope/patio area on the south end of the field but would go ‘curb to curb’ elsewhere. (Map below)
- The easement would prohibit permanent structures.
- The easement would allow temporary programing/structures if approved under the existing regulatory/public process.
- The easement would allow for special events if approved under the existing regulatory process.
- The easement would identify a process to approve/deny public requests for minor park amenities (think benches), which would be restricted to the perimeter of the easement area.

Map- Approximate Proposed Easement Area

Executive Summary

The Citizens Open Space Advisory Committee (COSAC) and Recreation Advisory Board (RAB) are recommending City Council consider granting a third party preservation easement on the Library Field. This easement, should Council agree with the recommendation, would form a legal binding agreement between a qualified land trust, which would define, in perpetuity, permitted and prohibited uses associated with the property.

Acronyms

COSAC	Citizen's Open Space Advisory Committee
RAB	Recreation Advisory Board
PCMC	Park City Municipal Corporation
POS	Protected Open Space
ROS	Recreation Open Space

Background

At the September 15, 2016 City Council meeting, COSAC presented their recommendation to place a third party preservation easement on the Library Preservation Project. It is important to note, that the high level recommendation focused purely on the 'tool' and not specific easement parameters. The Council packet outlined the COSAC recommendation, as well as, provided alternate 'tool' options which Council might consider. After a robust discussion, Council remanded the project back to COSAC with the following input/direction:

- Council was unanimous in their desire to preserve the field in a natural manner that prohibits construction of new habitable structures.
- Council asked that RAB members be included in the process as they oversee City parks.
- Council did not determine whether a third party easement was necessary; however, there was no consensus on which tool to utilize, rather they asked staff, COSAC and RAB to work more on the topic and return with a recommendation.
- Council agreed that there was a need to limit the ability of a simple majority of Council to change the field protections however several Council members were concerned a permanent easement deprived the public of future input opportunities.
- Council asked COSAC and RAB to review all of the urban parks to determine if other parks should be considered for preservation.
- COSAC and RAB should consider a list of appropriate permitted/prohibited uses for the Library field. A similar discussion for other parks may follow if the Council moves in that direction.
- Council was committed to making a final decision within the next 6 months.

Existing Documents and Reference

September 15, 2016 City Council Packet- COSAC Library Field Page 26
September 15, 2016 City Council Meeting Minutes Page 4
January 31, 2017 COSAC Meeting Library Field Excerpt
February 7, 2017 RAB Meeting Library Field Excerpt

Alternatives for City Council to Consider

Approve RAB/COSAC Recommendation: COSAC/RAB recommend placing a permanent, third party preservation easement on the Library Field.

Pros

a. A third party easement will limit and/or determine, in perpetuity, future land uses associated with the Library Field.
b. A third party easement, as envisioned by COSAC, would positively impact Council's strategic goal of 'preserving and enhancing the natural environment' and specifically the stated Council priority- top goal of preserving 'open spaces'.
c. Preservation of the Library Field has been a 'hot topic' for some of the Lower Park Avenue neighborhood. A third party easement could ultimately put the topic to rest.

Cons

a. Removes decision making of future property uses from the Community process.
b. Additional costs will likely be incurred by the City for 'stewardship' funds.
c. The 'active' nature of the Library Field may present difficulty with the enforcement of a proposed easement when considering the appropriateness of special event uses and/or capital recreational or parks improvement requests.

Change/Amend the COSAC/RAB Recommendation
Council may elect to edit or amend the recommendation made by COSAC/RAB

Deny the COSAC/RAB Recommendation
Council may choose to deny the COSAC/RAB recommendation

Pros

a. Decisions associated with the field would remain flexible and within the public decision making process.

Cons

a. Preservation of the Library Field has been a 'hot topic' for some of the Lower Park Avenue neighborhood. Should Council deny the recommendation, the issue may still stand.

Null Alternative - Do not make any changes
Land Use decisions specific to the Library Field are determined by the underlying zoning of Recreational Open Space (ROS) ROS Zone and in accordance with the existing Master Plan Development (MPD) approvals. Finally, special events and/or Park related decisions are made by elected officials in an open and public meeting process.

Pros

a. Decisions associated have been made in accordance with existing zoning and planning regulations, within a public process.

Cons

a. Decisions made within the governmental process are subject to changing community goals and the political process.

Analysis

Both COSAC and RAB meet several times to review and discuss this item. Additionally, a sub-committee of the two groups met twice, once to review the project and a second time to specifically discuss the technical aspects of a conservation easement, as well as, other preservation options such as a voter referendum. All the meetings and discussions garnered a similar theme: *The Library Field is an iconic area, which is unique and should be preserved with a greater level of 'protection'.*

Discussion Overview

Both groups were supportive of a third party easement that protected the Library Field as is, an open community field. None of the other options presented garnered majority support.

Both groups discussed the geographic parameters of an easement and how best to resolve minor park amenity requests. RAB initially recommended that there be buffer area around the perimeter of the field to allow for minor improvements. This was ultimately removed and replaced with a 'process' in the final recommendation.

Both groups were supportive of allowing for temporary programming and structures (special events), so long as the programming went through the existing public regulatory process.

Both groups were supportive of using public funds to fund costs associated with an easement. Initially, RAB was not supportive and recommended community fundraising but that was ultimately removed from the final recommendation.

Library Field Parcel

It should be noted, that the COSAC/RAB recommendation notes 'curb to curb' as the geographic parameters of the easement however, the Norfolk right of way, encroaches into the field several feet beyond the curb. Additionally, the parcel boundary on the north end of the field encroaches into the parking area. Should Council provide direction to move forward with an easement, staff will work with the future easement holder to best meet the intent of the COSAC/RAB recommendation and City Council's direction.

Funding Restrictions

The original purchase of the Library Field did not include open space or other general obligation bond funds, thus there are no financial restrictions on the property.

Staff Concerns
In earlier reports staff expressed specific concerns regarding placing a traditional open space conservation easement on this property, as it does not meet the standards of the City's other open space conservation easements. Staff does not want to devalue the City's other conservation easements and, in agreement with RAB, does not want to open the door to third party conservation easements on other city parks or currently unrestricted parcels that are similarly lacking in traditional open space conservation values.

For many years and including today, our Mayor and City Council led the charge on open space preservation. Notably, the current Mayor and City Council have taken the bold step, for the first time, of placing a named property – Bonanza Flats -- on the ballot for voter consideration and they have worked hard, along with partners, to raise funds for the remaining portion of the purchase. Staff has been and still is 100% aligned with Council's commitment to open space. *Staff is not arguing with the COSAC and RAB recommendation, rather staff still questions if a traditional open space conservation easement is the right tool to use.*

Next Steps
Should Council provide direction to move forward, staff would proceed, consistent with City policies to secure a certified land trust for the project. Additionally, survey work and drafting of an easement document would need to take place. Finally, staff would work with COSAC, RAB and City Departments on the final language of the easement and return to City Council for final approval.

Council Directive: Preservation of other City Parks
Council specifically requested that RAB make a recommendation associated with other City Parks and should they be 'protected' with additional measures. RAB, through these discussions were very clear that the Library Field was a unique situation and should be preserved with a third party easement; however, **the remaining City parks should NOT utilize the third party easement tool.** Furthermore, RAB noted that they would like to explore other preservation options for the remaining parks and would like Council's approval to move forward in doing so.

Department Review
This report has been reviewed by the Budget Department, the City Attorney's Office and the Executive Department. Their edits have been included in the final report.

Funding Source
Funding for this project, should Council provide direction, would likely come from the City's Open Space Budget.

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Each week during the 2017 Legislative Session, staff will provide a verbal update and synopsis of the Session to date, as well as an updated Legislative bill tracking list at the meeting for Council and the public's review.

Respectfully:

Michelle Kellogg, City Recorder

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Lynch Syndrome is a hereditary cancer syndrome that predisposes people to a high risk of developing cancers. Lynch Syndrome is a genetic disposition that can lead to a litany of cancers which are often aggressive and can develop at a much younger age than typical. Those with Lynch Syndrome have a lifetime risk of up to 82% for colorectal cancer, up to 72% for endometrial cancer, up to 24% for ovarian, up to 13% for gastric, up to 4-10% for urinary tract cancer, and a higher than average risk to develop cancer of the skin, hepatobiliary, brain, and pancreas. Stephanie Griffin, a resident of Park City and a volunteer for the non-profit organization, Lynch Syndrome International, has requested that a resolution be passed by the City Council to bring awareness to the community.

Respectfully:

Michelle Kellogg, City Recorder

City Council
Staff Report

Subject: Lynch Syndrome Hereditary Cancer Awareness Day
Author: Michelle Kellogg
Department: Executive
Date: March 16, 2017
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming March 22, 2017 as Lynch Syndrome Hereditary Cancer Awareness Day

Executive Summary

Lynch Syndrome is a hereditary cancer syndrome that predisposes people to a high risk of developing cancers. Lynch Syndrome is a genetic disposition that can lead to a litany of cancers which are often aggressive and can develop at a much younger age than typical. Those with Lynch Syndrome have a lifetime risk of up to 82% for colorectal cancer, up to 72% for endometrial cancer, up to 24% for ovarian, up to 13% for gastric, up to 4-10% for urinary tract cancer, and a higher than average risk to develop cancer of the skin, hepatobiliary, brain, and pancreas. Stephanie Griffin, a resident of Park City and a volunteer for the non-profit organization, Lynch Syndrome International, has requested that a resolution be passed by the City Council to bring awareness to the community.

The Opportunity

Lynch Syndrome Hereditary Cancer Awareness Day is an opportunity for Park City to unite citizens and raise public awareness about the importance of knowing one's own family health history and receiving genetic testing.

Alternatives for City Council to Consider

Recommended Alternative: Staff recommends Council approve the proposed resolution in support of Lynch Syndrome Hereditary Cancer Awareness Day.

<u>Pros</u>

a. The resolution promotes family health history awareness and genetic testing.
b. Supporting this resolution could result in increased awareness in the community.

<u>Cons</u>

a. No increase in community awareness.

<u>Consequences of Selecting This Alternative</u>

Supporting this resolution will demonstrate that the City values the health and wellbeing of the community.

2. **Null Alternative:** No material impact.

Department Review

Legal and Executive Departments

Funding Source

There are no commitments associated with this resolution.

Resolution 06-2017

A Resolution Proclaiming Wednesday, March 22, 2017, as Lynch Syndrome Hereditary Cancer Awareness Day

WHEREAS, Lynch Syndrome, a part of hereditary nonpolyposis colorectal cancer (HNPCC), is a hereditary condition that causes greater risk of developing colorectal, endometrial, ovarian, stomach, ovarian, hepatobiliary tract, urinary tract and other types of cancers; and

WHEREAS, Lynch Syndrome creates a hereditary predisposition to a litany of cancers at a high lifetime risk and often at an early onset age—The risk includes up to 82% for colorectal cancer; up to 71% risk for endometrial cancer; up to 24% for ovarian cancer; and up to 13% for gastric cancer, up to 4-10% for Urinary Tract cancer; and so forth; and

WHEREAS, geneticists have projected that up to 1,000,000 persons throughout the U.S. alone live with Lynch Syndrome, including one in every 370 persons. Studies show that only 5-10% have been diagnosed with Lynch Syndrome; which leaves up to 100,000 persons vulnerable to develop cancer; and

WHEREAS, every person should know their family history and share it with their physician to determine if their family may be at high risk for hereditary cancers and prompt genetic testing; and

WHEREAS, every newly diagnosed colorectal cancer and endometrial cancer should be screened for Lynch Syndrome characteristics to prompt risk assessment and genetic testing; and

WHEREAS, a positive genetic test will determine if these cancers are hereditary or familiar, qualify affected individuals for regular cancer screening tests and growths, polyps and tumors may be detected early and treated or removed before becoming life threatening; and

WHEREAS, having knowledge of a Lynch Syndrome diagnosis can increase cancer prevention through regular screening measures, and lead to earlier cancer detection and treatment; and

WHEREAS, on this day, we join together to raise awareness of Lynch Syndrome in Park City, Utah and encourage all residents to learn more about this hereditary condition, to collect their family history information, and to share it with their healthcare provider in order to assess individual risk and take steps toward prevention and detection;

NOW THEREFORE, the City Council of Park City, Utah, hereby proclaims Wednesday, March 22, 2017, as Lynch Syndrome Hereditary Cancer Awareness Day.

PASSED AND ADOPTED this 16th day of March, 2017.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Jack Thomas

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____

Mark Harrington, City Attorney

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that City Council approve the attached Authorizing Resolution for the 2017 Series $25 million General Obligation (GO) bonds for the purchase of Bonanza Flats. The resolution begins the issuance process and authorizes the pricing and sale of the bonds, which is expected on or around May 23, 2017.

Respectfully:

Nate Rockwood, Capital Budget, Debt & Grants Manager

City Council
Staff Report

Subject: 2017 General Obligation Bonds – Authorizing Resolution
Author: Nate Rockwood
Department: Budget Department
Date: March 16, 2017
Type of Item: Legislative

Summary Recommendation

Staff recommends that City Council approve the attached Authorizing Resolution for the 2017 Series $25 million General Obligation (GO) bonds for the purchase of Bonanza Flats. The resolution begins the issuance process and authorizes the pricing and sale of the bonds, which is expected on or around May 23, 2017.

Background

In November of 2016, the citizens of Park City passed the $25 Million Bonanza Flats GO bonds. The bonds were authorized by an affirmative vote of 70% of the voters at a special bond election held for that purpose on November 6, 2017. The proposition submitted to the voters was as follows:

> Shall Park City, Utah be authorized to issue general obligation bonds in an amount not to exceed $25,000,000 and to mature in no more than 16 years from the date or dates of such bonds to acquire, improve and forever preserve open space, park and recreational land located in Bonanza Flats, if such land is available for purchase by the City, in order to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use?

Analysis

The attached bond resolution sets the parameters of the GO bond issuance, delegates final approval of bond terms to the City Manager as the *Designated Officer*, and initiates the process required for the issuance of the bonds. The resolution sets the maximum principal issuance amount at $25,000,000 and defines the purpose as follows:

> **For the issuance of $25,000,000 principal amount of general obligation bonds authorized for the purpose of acquiring, improving and forever preserving open space, park and recreational land located in Bonanza Flats (the *"Project"*).**

The resolution also establishes maximum terms of 6% interest, not more than 16 years, and 2% discount from par. These terms are intentionally set high to allow flexibility in the bond pricing structure. While markets are difficult to predict, staff anticipates that the actual interest rate of the bonds would be closer to the current rate between 3.1 to 3.4%, than the maximum. The maturity of the bond is expected to be 15 years. The current GO rate is AA+ with S&P and Fitch and Aa1 with Moody's. This is a top tier rate which will result high marketability and low interest rates. The parameters allow for a maximum 2% discount from par, which would be necessary if interest rates were higher than the coupon rate on the bond. This would allow flexibility for potential bidders to structure the bonds for the market. This bond will be sold competitive. The City will select the bid with the lowest total cost which will provide the lowest cost to property tax debt levy.

It is anticipated that the sale of the bonds would occur on or around May 23, 2017. Staff would proceed with the bond closing on or after June 6, 2017. The bonds will be sold by competitive sale.

Funding Source

The bond resolution is the first step in initiating a bond issuance. This bond issuance is anticipated and voter-approved as the funding source for the purpose of purchasing Bonanza Flats. The authorizing resolution will allow staff to continue with the current timing of the issuance in order to make payment on the purchase by June 15, 2017.

The City has the ability to stop the bond issuance process, if necessary, on or before the pricing of the bonds on May 23, 2017. The City Manager will authorize the final sale of the bonds if directed by City Council. The City is currently working with donors and other government entities to close the $13 million funding gap for the total purchase price of $38 million. The City will have a strong understanding of the commitment to sell the bonds on the May 11 meeting.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Consider adopting an authorizing resolution for the $25,000,000 general obligation bond at the March 16, 2017 regular meeting.
   Pros
   a. The bond resolution is the first step in initiating a bond issuance.
   b. The adoption of the resolution on March 16, 2017 would allow the City the time necessary to issue the bonds by the land purchase closing date of June 15, 2017.
   c. The Bonds were authorized by an affirmative vote of 70% of the voters.
   Cons
   a. The City is currently working with donors and other government entities to close the $13 million funding gap for the total purchase price of $38 million. The City has the ability to stop the bond issuance process, if necessary, on or before the pricing of the bonds on May 23, 2017. If the City were to stop the bonding process the City would be responsible for the cost of issuance occurred to that point. The majority of these costs will be associated with the bond rating agencies. These rating calls are scheduled for April 26, 2017. Cost issuance costs could be expected to be in the $50,000 to $150,000 range dependent on when and if the bond issuance process were discontinued. Cost of issuance will be included in the price of the bonds when sold.
2. **Null Alternative:** The City would not proceed with the bond issuance process
3. **Other Alternatives:** Council could consider adopting a resolution at a later date. For the propose of allowing adequate time and pricing of the bonds, staff recommends a authorizing resolution for $25,000,000.

Departmental Review

This report has been reviewed by the Attorney's Office, Budget Department, and City Manager.

Attachments

A – Authorizing Resolution

PARK CITY, UTAH

Resolution

Authorizing the Issuance and Sale of

General Obligation Bonds, Series 2017

Adopted March 16, 2017

TABLE OF CONTENTS

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF UP TO $25,000,000 GENERAL OBLIGATION BONDS, SERIES 2017 OF PARK CITY, UTAH; AND PROVIDING FOR RELATED MATTERS.

***   ***   ***

WHEREAS, at the 2016 Bond Election, the issuance of $25,000,000 principal amount of general obligation bonds was authorized for the purpose of acquiring, improving and forever preserving open space, park and recreational land located in Bonanza Flats (the *"Project"*);

WHEREAS, the Issuer has not heretofore authorized any of the bonds voted at the 2016 Bond Election and the Issuer has determined to authorize the issuance and sale at this time of $25,000,000 principal amount of the bonds voted at the 2016 Bond Election;

WHEREAS, pursuant to the applicable provisions of the Act, and the authorization of the 2016 Bond Election, the Issuer has the authority to issue its general obligation bonds for the purpose of paying all or a part of the cost of acquiring, constructing, improving and modifying the Project;

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds will be advertised by electronic dissemination through the PARITY® electronic bid submission system;

WHEREAS, in the opinion of the Issuer, it is in the best interests of the Issuer that (a) the Designated Officer be authorized to (i) accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and (ii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination containing such terms and provisions and (b) the Mayor be authorized to execute the Official Statement with respect to the Bonds;

WHEREAS, Sections 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued, and the Issuer desires to cause the publication of such a notice at this time in compliance with said Section with respect to such Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of Park City, Utah, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this Bond Resolution (including the preambles hereto), unless the context shall otherwise require, the following terms shall have the following meanings:

"2016 Bond Election" means the special bond election duly and lawfully called and held in the Issuer on November 8, 2016, at which the issuance and sale by the Issuer of $25,000,000 of general obligation bonds was authorized for the purpose of acquiring, improving and forever preserving open space, park and recreational land located in Bonanza Flats in order to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use, the results of which election were declared by the City Council of the Issuer, sitting as a Board of Canvassers, on November 22, 2016.

"Act" means, collectively, the Local Government Bonding Act, Chapter 14 of Title 11 of the Utah Code, and the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, the applicable provisions of Title 10 of the Utah Code.

"Bond Account" means the Bond Account established in Section 213 hereof.

"Bond Counsel" means Farnsworth Johnson PLLC or another attorney or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

"Bond Registrar" means each Person appointed by the Issuer as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof, the initial Bond Registrar is Zions First National Bank, of Salt Lake City, Utah.

"Bond Resolution" means this Resolution of the Issuer adopted on March 16, 2017 authorizing the issuance and sale of the Bonds.

"Bondowner" or *"owner"* means the registered owner of any Bond as shown in the registration books of the Issuer kept by the Bond Registrar for such purpose.

"Bonds" means the Issuer's General Obligation Bonds, Series 2017 authorized by the Bond Resolution.

"Cede" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

"Certificate of Determination" means the Certificate of Determination, a form of which is attached hereto as *Exhibit 4,* of the Designated Officer delivered pursuant to Article 2 of this Resolution, setting forth certain terms and provisions of the Bonds.

"City Manager" means the duly qualified and acting City Manager of the Issuer.

"City Recorder" means the duly qualified and acting City Recorder of the Issuer or in the absence or disability of such person, such other official as shall be duly authorized to act in the City Recorder's stead.

"City Treasurer" means the duly qualified and acting City Treasurer of the Issuer.

"Closing Date" means the date of the initial issuance of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Undertaking of the Issuer, in substantially the form attached hereto as *Exhibit 1,* dated the Closing Date, for the purpose of providing continuing disclosure information under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Depository Account" means the Depository Account established in Section 213 hereof.

"Designated Officer" means the City Manager, or, in the event of the absence or incapacity of the City Manager, the City Treasurer, or in the event of the absence or incapacity of both the City Manager and the City Treasurer, the Mayor.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Exchange Bond" means any Exchange Bond as defined in Section 209 hereof.

"Issuer" means Park City, Utah.

"Letter of Representations" means the Blanket Issuer Letter of Representations from the Issuer to DTC, dated August 26, 1999.

"Mayor" means the duly qualified and acting Mayor of the Issuer or in the absence or disability of such person, the duly qualified and acting Mayor Pro Tem of the Issuer.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

"Official Statement" means the Official Statement with respect to the Bonds, in substantially the form attached hereto as *Exhibit 2.*

"Participants" means those broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

"Paying Agent" means each Person appointed by the Issuer as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent is Zions First National Bank, of Salt Lake City, Utah.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"Project Account" means the Project Account established in Section 213 hereof.

"Purchaser" means the initial purchaser or purchasers of the Bonds from the Issuer.

"Rating Agencies" means Moody's, if the Bonds are then rated by Moody's and S&P, if the Bonds are then rated by S&P.

"Record Date" means (a) in the case of each interest payment date, the day that is sixteen (15) days preceding such interest payment date, or if such day is not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and (b) in the case of each redemption, such record date as shall be specified by the Bond Registrar in the notice of redemption required by Section 207 hereof, *provided* that such record date shall be not less than sixteen (15) calendar days before the mailing of such notice of redemption.

"Regulations" means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

"Standard & Poor's" or *"S&P"* means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Standard & Poor's" or "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

"Tax Certificate" means any agreement or certificate of the Issuer that the Issuer may execute in order to establish and maintain the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

"United States" means the government of the United States of America.

"Utah Code" means Utah Code Annotated 1953, as amended.

Section 102. Rules of Construction. Unless the context otherwise requires:

(a) references to Articles and Sections are to the Articles and Sections of this Bond Resolution;

(b) the singular form of any word, including the terms defined in Section 101, includes the plural, and vice versa, and a word of any gender includes all genders; and

(c) the terms *"hereby," "hereof," "hereto," "herein," "hereunder"* and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

Section 103. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in the Bond Resolution, a series of General Obligation Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of Twenty-Five Million Dollars ($25,000,000). Such series of bonds shall be designated *"General Obligation Bonds, Series 2017."* If the Designated Officer determines pursuant to Sections 204(b)(i) and 209 hereof that the principal amount to be issued shall be less than Twenty-Five Million Dollars ($25,000,000), then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

Section 202. Purpose. The Bonds are hereby authorized to be issued under authority of the Act for the purpose of (i) acquiring, constructing, improving and modifying the Project and (ii) paying certain costs related to the issuance and sale of the Bonds.

Section 203. Issue Date. The Bonds shall be dated as of the Closing Date.

Section 204. Bond Details; Delegation of Authority. (a) The Bonds shall mature on May 1 of the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually on May 1 and November 1 of each year, commencing November 1, 2017, and at the rates per annum, all as provided in the Certificate of Determination.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the Bond Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of the Bonds necessary to accomplish the purpose of the Bonds set forth in Section 202 herein and the aggregate principal amount of the

Bonds to be executed and delivered pursuant to Section 209 herein; *provided* that the aggregate principal amount of the Bonds shall not exceed Twenty-Five Million Dollars ($25,000,000);

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than sixteen years from their date or dates;

(iii) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed six percent (6.00%) per annum;

(iv) the sale of the Bonds to the Purchaser and the purchase price to be paid by the Purchaser for the Bonds; *provided*, *however*, that the discount from par of the Bonds shall not exceed two percent (2.00%) (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Bonds, if any; and

(vii) the use and deposit of the proceeds of the Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of the Bond Resolution.

(c) Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the *"Best Bidder"*). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer, the Designated Officer may (i) waive any irregularity or informality in any bid or in the electronic bidding process; and (ii) reject any and all bids for the Bonds.

(d) Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or (ii) it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or (iii) as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond. The Bonds shall bear interest on overdue principal at the respective rates provided in the Certificate of Determination.

Section 205. Denominations and Numbers. The Bonds shall be issued as fully-registered bonds, without coupons, in the denomination of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered with the letter prefix "R-" and from one (1) consecutively upwards in order of issuance.

Section 206. Paying Agent and Bond Registrar. Zions First National Bank, of Salt Lake City, Utah, is hereby appointed the initial Paying Agent and Bond Registrar for the Bonds. The Issuer may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Issuer a written acceptance thereof. The principal of, and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable when due to the owner of each Bond upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made to the Person that, as of the Record Date, is the owner of the Bond and shall be made by check or draft mailed to the Person that, as of the Record Date, is the owner of the Bond, at the address of such owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date.

Section 207. Redemption and Redemption Price; Notice of Redemption. (a) The Bonds may be subject to redemption prior to maturity, at the election of the Issuer, on the date specified in the Certificate of Determination (the *"First Redemption Date"*), and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

(b) The Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Certificate of Determination. If the Bonds are subject to mandatory sinking fund redemption and less than all of the Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Bonds in such order as directed by the Issuer.

(c) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a whole multiple thereof, and in selecting portions of such Bonds for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bond by $5,000.

(d) Notice of redemption shall be given by the Bond Registrar by registered or certified mail, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the owner, as of the Record Date, of each Bond that is subject to redemption, at the address of such owner as it appears in the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date. Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(e) In addition to the foregoing notice under subsection (c) above, further notice of such redemption shall be given by the Bond Registrar as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date to DTC in accordance with the operating procedures then in effect for DTC, and to all other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the Issuer, to the Rating Agencies and to any other nationally recognized information services as designated by the Issuer to the Bond Registrar.

(f) If notice of redemption shall have been given as described above and the condition described in Section 207(c) hereof, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(h) The Bond Registrar shall also give any notice of the "defeasance" or redemption of the Bonds that may be required by the Continuing Disclosure Undertaking provided that the Issuer shall provide to the Bond Registrar any documents or other information that the Bond Registrar requests to provide such notice.

Section 208. Issuance, Sale and Delivery of Bonds. Under authority of the Act, the Bonds shall be issued by the Issuer for the purpose set forth in Section 202 hereof. The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in Section 210 hereof.

Section 209. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor and attested and countersigned by the City Recorder (the signatures of the Mayor and City Recorder being either manual or by facsimile) and the official seal of the Issuer or a facsimile thereof shall be impressed or printed thereon. The use of such manual or facsimile signatures of the Mayor and the City Recorder and such facsimile or impression of the official seal of the Issuer on the Bonds are hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation, countersignature and sealing of the Bonds by said officials on behalf of the Issuer. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of the Bond Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the owner thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (ii) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor and the City Recorder are authorized to execute, countersign, attest and seal from time to time, in the manner described above, Bonds (the *"Exchange Bonds"*) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, maturity and interest rate may be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; *provided* that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondowner requesting an exchange or transfer shall designate; and *provided further* that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturity dates and interest rates, shall be cancelled. The execution, countersignature, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 210. Delivery of the Bonds; Application of Proceeds. The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is hereby authorized and instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and the Certificate of Determination and to set the proceeds of sale of the Bonds aside for deposit into the Project Account to be used for the purpose for which the Bonds are herein authorized.

The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is authorized to cause to be transferred to the Paying Agent a portion of the proceeds of the Bonds to pay any costs of issuance of the Bonds.

Section 211. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign, and attest, the Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in substantially the same forms as now before the City Council of the Issuer and attached hereto as *Exhibit 1*, respectively, or with such changes therein as the Mayor shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the

Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Bond Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 212. Further Authority. The Mayor and the City Recorder and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Bonds and to fulfill the obligations of the Issuer hereunder and thereunder.

Section 213. Establishment of Accounts. (a) The following accounts on the accounting records of the Issuer are hereby created, which are to be held as follows:

(i) Bond Account, to be held by the Issuer;

(ii) Depository Account, to be held by the Paying Agent; and

(iii) Project Account, to be held by the Issuer.

(b) Pending application for the purposes contemplated hereby, moneys on deposit in the Bond Account, Depository Account and Project Account shall be invested as permitted by law in investments approved by the City Manager or other authorized officer of the Issuer. Following the earlier of 60 days after the Closing Date or the date upon which all of the costs of issuance of the Bonds have been paid, any moneys remaining from the sale proceeds of the Bonds held by the Paying Agent at the direction of the City Manager, City Treasurer, Budget Officer or other officer of the Issuer pursuant to Section 210 hereof to pay the costs of issuance of behalf of the Issuer shall be transmitted to the Issuer for deposit into the Project Account.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

Section 301. Transfer of Bonds. (a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully-registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond.

(c) The Bond Registrar shall not be required to register the transfer of or exchange any Bond selected for redemption, in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part only, the Issuer shall execute, and the Bond Registrar shall authenticate and deliver to the Bondowner at the expense of the Issuer, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully-registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (a) after the Record Date with respect to any interest payment date to and including such interest payment date, or (b) after the Record Date with respect to any redemption of such Bond.

Section 303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer, or cause Bonds to be registered or transferred on those books as herein provided.

Section 304. List of Bondowners. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new Bondowner and eliminate the name and address of the transferor Bondowner.

Section 305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Recorder are authorized to execute the Bond Registrar's standard form of agreement between the Issuer and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder, which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondowners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds that have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(f) to furnish to the Issuer, at its request, at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and

(g) to comply with all applicable provisions of DTC's operational arrangements, as provided in Section 402 hereof.

ARTICLE IV

BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS

Section 401. Book-Entry System; Limited Obligation of Issuer. (a) The Bonds shall be initially issued in the form of a separate, single, certificated, fully-registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, for the purpose of giving notices of redemption and for all other purposes whatsoever. The Paying Agent shall pay all principal of, and premium, if any, and interest on, the Bonds only to the respective Bondowners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, and premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No Person other than a Bondowner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution.

(c) Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word *"Cede"* in this Bond Resolution shall refer to such new nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Bond Registrar and the Paying Agent.

Section 402. Letter of Representations. The Issuer's prior execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 401 hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bondowners, as shown on the registration books kept by the Bond Registrar. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all of DTC's operational arrangements pertaining to the Paying Agent and Bond Registrar, respectively, to at all times be complied with.

Section 403. Transfers Outside Book-Entry System. At the option of the Issuer or upon receipt by the Issuer of written notice from DTC that DTC is unable or unwilling to discharge its responsibilities, and no substitute depository willing to undertake the functions of DTC hereunder can be found that is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Bondowners transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

Section 404. Payments to Cede. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 501. Covenants of Issuer. All covenants, statements, representations and agreements contained in the Bonds and all recitals and representations in the Bond Resolution are hereby considered and understood, and it is hereby confirmed that all such covenants, statements, representations and agreements are the covenants, statements, representations and agreements of the Issuer.

Section 502. Levy of Taxes; Bond Account The Issuer covenants and agrees that to pay the interest falling due on the Bonds as the same becomes due, and also to provide a sinking fund for the payment of the principal of the Bonds at maturity, there shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the same. These taxes when collected shall be applied solely for the purpose of the payment of the interest on and principal of the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under the Bond Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of such interest and principal as the same respectively become due and mature. The levy or levies herein provided for may thereupon be diminished to that extent. The sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due are hereby appropriated for that purpose, and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Board of County Commissioners of Summit County, Utah and the Board of County Commissioners of Wasatch County, Utah, in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of the levies described in this Section money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds shall be reimbursed when the proceeds of such levies become available.

On or prior to the second business day next preceding each date on which payment of principal of or interest on the Bonds is to be made, the Issuer shall deposit into the Bond Account an amount sufficient to pay principal of and interest on the Bonds on such payment date. Moneys remaining on deposit immediately after each such payment date, including any investment earnings thereon earned during the period of such deposit, shall be immediately withdrawn from the Bond Account by the Issuer and commingled with the general funds of the Issuer. The Issuer has established the Bond Account primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Account shall be depleted at least once each year by the Issuer, except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Account or one-twelfth of the annual debt service on the Bonds.

Section 503. Arbitrage Covenant; Covenant to Maintain Tax-Exemption. (a) The Mayor, the City Recorder and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer (other than the Bonds) have been or will be issued, sold or delivered within a period beginning sixteen (15) days prior to the sale of the Bonds and ending sixteen (15) days following the delivery of the Bonds, other than the Bonds;

(vi) it will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form without an opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Issuer may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

ARTICLE VI

FORM OF BONDS

Section 601. Form of Bonds. Each fully-registered Bond shall be, respectively, in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof):

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered | Registered

UNITED STATES OF AMERICA

STATE OF UTAH

PARK CITY

GENERAL OBLIGATION BOND, SERIES 2017

Number R-____ | $___________

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
________%	May 1, _____	_________, 2017	_______

REGISTERED OWNER:

PRINCIPAL AMOUNT: ---------------------------------- DOLLARS-------------------------------------

KNOW ALL MEN BY THESE PRESENTS that Park City, Utah (the *"Issuer"*), a duly organized and existing municipal corporation and a political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the *"Principal Amount"*), and to pay the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the *"Dated Date"*), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the interest rate per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months) identified above (the *"Interest Rate"*), payable semiannually on May 1 and November 1 in each year, commencing November 1, 2017, until payment in full of the Principal Amount, except as the provisions set forth in the hereinafter defined Bond Resolution with respect to redemption prior to maturity may become applicable hereto. This Bond shall bear interest on overdue principal at the Interest Rate. Principal of and premium, if any, on this Bond shall be payable upon presentation and surrender hereof at the principal corporate trust office of Zions First National Bank, of Salt Lake City, Utah, as Paying Agent for the Bonds, or at the principal corporate trust office of any successor who is at the time the Paying Agent of the Issuer, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts; and payment of the interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record on the Record Date.

This Bond is one of the General Obligation Bonds, Series 2017 of the Issuer (the *"Bonds"*), limited to the aggregate principal amount of ____________________ Dollars ($______________), dated as of the Dated Date, issued under and by virtue of the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the *"Utah Code"*), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, and the applicable provisions of Title 10 of the Utah Code (collectively, the *"Act"*), and under and pursuant to a resolution of the Issuer adopted on March 16, 2017 (the *"Bond Resolution"*), after having been authorized at a special bond election held on November 8, 2016, in the Issuer by a vote of the qualified electors thereof, for the purpose of acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Project"*). The acquisition, improvement and preservation of the Project is for one or more public purposes.

Zions First National Bank, of Salt Lake City, Utah, is the initial bond registrar and paying agent of the Issuer with respect to the Bonds. This bond registrar and paying agent, together with any successor bond registrar or paying agent, are referred to herein, respectively, as the *"Bond Registrar"* and the *"Paying Agent."*

The Issuer covenants and is by law required to levy annually a sufficient tax to pay interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof as the same falls due.

This Bond is transferable, as provided in the Bond Resolution, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by such owner's attorney duly authorized in writing. Such transfer shall be made upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney and upon the payment of the charges prescribed in the Bond Resolution, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Resolution. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are issuable solely in the form of registered Bonds in the denomination of $5,000 or any whole multiple thereof.

[The Bonds maturing on or after May 1, ______, are subject to redemption prior to maturity, at the election of the Issuer, on May 1, ______ (the *"First Redemption Date"*) and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

Notice of redemption shall be given by the Bond Registrar by registered or certified mail not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of each Bond that is subject to redemption, at the address of such registered owner as it appears on the registration books kept by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar, all as provided in the Bond Resolution.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in that notice shall become due and payable at the applicable redemption price on the redemption date therein designated. If on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on that date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

Less than all of a Bond in a denomination in excess of $5,000 may be so redeemed. In such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, registered Bonds of any of the authorized denominations, at the option of such owner, all as more fully set forth in the Bond Resolution. In selecting portions of any registered Bond that is of a denomination of more than $5,000 for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bond by $5,000.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Resolution.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or laws of the State of Utah and by the Act and the Bond Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the Constitution and laws referenced above, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, PARK CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and countersigned and attested its the City Recorder, and has caused its official seal or a facsimile thereof to be impressed or imprinted hereon, all as of the Dated Date.

PARK CITY, UTAH

By (manual signature)
Mayor

[SEAL]

COUNTERSIGN AND ATTEST:

By (manual signature)
City Recorder

[FORM OF BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the General Obligation Bonds, Series 2017 of Park City, Utah.

ZIONS FIRST NATIONAL BANK, as Bond Registrar

By
Authorized Officer

Date of registration
and authentication: ________________, 2017.

Bond Registrar and Paying Agent:

Zions First National Bank
Corporate Trust Department
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_________ Custodian _________
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of __________________________________ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of PARK CITY, UTAH, and hereby irrevocably constitutes and appoints ________ ____ attorney, to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: ______________________ SIGNATURE: ____________________________

SIGNATURE GUARANTEED:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE VII

MISCELLANEOUS

Section 701. Final Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 2*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 702. Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (the *"Preliminary Official Statement"*), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 2*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the City Treasurer shall deem advisable. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 703. Notice of Bond to be Issued In accordance with the provisions of Section 11-14-316 of the Local Government Bonding Act, the City Recorder shall cause the "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit 3,* to be published one time in *The Park Record,* a newspaper of general circulation in the City, and shall cause a copy of this Bond Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Bond Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Bond Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 704. *Payments Due on Non-Business Days*. If a payment date is not a business day, then payment may be made on the next business day, and no interest shall accrue for the intervening period.

Section 705. *Ratification*. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved, including, without limitation, the publication of the notice of sale for the Bonds as set out in the preambles hereto.

Section 706. *Severability*. It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Resolution.

Section 707. *Conflict*. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 708. *Captions*. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

Section 709. *Effective Date*. This Bond Resolution shall take effect immediately.

ADOPTED AND APPROVED on March 16, 2017.

PARK CITY, UTAH

By ______________________________
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By ______________________________
City Recorder

APPROVED AS TO FORM:

By ______________________________
City Attorney

EXHIBIT 1

[CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT 2

[OFFICIAL STATEMENT]

EXHIBIT 3

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4, Utah Code Annotated 1953, as amended, that on March 16, 2017, the City Council (the *"Council"*) of Park City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its general obligation bonds (the *"Bonds"*), in the aggregate principal amount of not to exceed Twenty-Five Million Dollars, to bear interest at a rate or rates of not to exceed six percent per annum, to mature over a period not to exceed sixteen years from their date or dates and to be sold at a discount from par, expressed as a percentage of the principal amount, of not to exceed two percent.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of acquiring, constructing, improving and modifying pathways, roads and related improvements for use by pedestrians and cyclists (the *"Project"*) The estimated total cost of the Bonds is $____________.

The City proposes to pledge the full faith and credit of the City for the payment of its general obligation bonds and may be obligated to levy and collect ad valorem taxes without limitation as to rate or amount in order to pay the general obligation bonds, as provided by law.

The total par amount of the City's currently outstanding general obligation bonds is $_______________. More detailed information relating to the outstanding general obligation bonds of the City is available from the City Treasurer.

The Bonds are to be issued and sold by the City pursuant to the Resolution. A copy of the Resolution is on file in the office of the City Recorder of the City, located in the Marsac Municipal Building, at 445 Marsac Avenue, Park City, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the final bond resolution attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause.

DATED March 16, 2017.

PARK CITY, UTAH

EXHIBIT 4

[CERTIFICATE OF DETERMINATION]

PARK CITY 1884

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

By adopting the attached Resolution a committee would be formed with representatives from Park City Municipal Corporation (PCMC), Park City School District (PCSD), Snyderville Basin Special Recreation District (SBSRD). The purpose of this committee would be to prioritize and discuss which facilities each entity is interested in developing, address any issues with existing memorandums of understanding, and develop new cooperative agreements or memorandums of understanding for proposed facilities, and to strategize potential funding mechanisms in a unified manner. **This is the recommended next steps as outlined in the Mountain Recreation Facilities Master Plan.**

The Joint Use Agreement for Recreation that has been adopted by all three agencies (May 2012) outlines a Regional Recreation Committee (RRC) that is comprised of six (6) governing board members and six (6) staff liaisons, selected as follows:

- Two (2) School District Board members appointed by the School Board and two (2) staff liaisons appointed by management.
- Two (2) Basin Recreation Board members appointed by the Recreation District Board and two (2) staff liaisons appointed by management.
- Two (2) City Council members appointed by the Park City Council and two (2) staff liaisons appointed by management.

The RRC has not met since the adoption of the Joint Use for Recreation Agreement but should become active to discuss the items outlined above.

Respectfully:

Ken Fisher, Recreation Manager

City Council
Staff Report

Subject: Mountain Recreation Facilities Master Plan
Author: Ken Fisher, Recreation Services Manager
Department: Recreation
Date: March 16, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends City Council adopt Resolution No 08-2017 supporting the Mountain Recreation Facilities Master Plan (MRFMP) completed by Park City Municipal, Snyderville Basin Special Recreation District, and Park City School District.

Executive Summary

By adopting the attached Resolution a committee would be formed with representatives from Park City Municipal Corporation (PCMC), Park City School District (PCSD), Snyderville Basin Special Recreation District (SBSRD). The purpose of this committee would be to prioritize and discuss which facilities each entity is interested in developing, address any issues with existing memorandums of understanding, and develop new cooperative agreements or memorandums of understanding for proposed facilities, and to strategize potential funding mechanisms in a unified manner. Importantly, adoption of this resolution does not commit Park City Municipal to any funding requirement; any funding requests would be brought separately to the City Council for consideration. **This is the recommended next steps as outlined in the Mountain Recreation Facilities Master Plan.**

The Joint Use Agreement for Recreation that has been adopted by all three agencies (May 2012) outlines a Regional Recreation Committee (RRC) that is comprised of six (6) governing board members and six (6) staff liaisons, selected as follows:

- Two (2) School District Board members appointed by the School Board and two (2) staff liaisons appointed by management.
- Two (2) Basin Recreation Board members appointed by the Recreation District Board and two (2) staff liaisons appointed by management.
- Two (2) City Council members appointed by the Park City Council and two (2) staff liaisons appointed by management.

The RRC has not met since the adoption of the Joint Use for Recreation Agreement in May 2012 but should become active to discuss the items outlined above.

Acronyms

MRFMP	Mountain Recreation Facilities Master Plan
PCMC	Park City Municipal Corporation
PCSD	Park City School District
RAB	Recreation Advisory Board

RRC	Regional Recreation Committee
SBSRB	Snyderville Basin Special Recreation District

The Problem

The completed MRFMP is a twenty plus year implementation plan for the region that outlines what facilities could be built where and how much they will cost to build and operate. The plan does not outline what facilities should be built first, who would own and operate them and who would pay for them. In order to begin implementation of the plan it is necessary for the three jurisdictions (PCMC, PCSD & SBSRD) to activate the Regional Recreation Committee (RRC) as outlined in the MRFMP to begin looking at these items.

Background

- December 2011: In partnership with Basin Recreation we completed the Recreation Facility Demand Study. The complete study can be found at http://www.parkcity.org/Home/ShowDocument?id=15811
- May 2012: In partnership with Basin Recreation we completed a Community Interest & Opinion Survey. The results of the survey can be found at http://www.parkcity.org/Home/ShowDocument?id=15813
- July 2013: In partnership with Basin Recreation we completed the Mountain Recreation Strategic Action Plan. The complete plan can be found at http://www.parkcity.org/Home/ShowDocument?id=15815
- December 2015: PCMC entered into a contract with Landmark Design to complete a MRFMP that would look at what facilities could go where and what they would cost to build and operate.
- January 2016: SBSRD joined into the planning process and Basin sites were included in the study.
- April 2016: PCSD joined into the planning process and Ecker Hill and the Kearns Campus was included in the study
- May 12, 2016: Project update given to Council during work session
- November 17, 2016: Landmark Design presented to City Council during a study session the work that had been completed on the MRFMP.
- December 2016: Landmark Design presented the MRFMP to SBSRD Board and PCSD Board.
- January 2017: Landmark Design presented to County Council the MRFMP.
- The completed plan can be found at http://www.parkcity.org/Home/ShowDocument?id=37307

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve Resolution No: 08-2017 which would form a committee with representatives from PCSD, SBSRD & PCMC. The purpose of this committee would be to prioritize and discuss which facilities each entity is interested in developing, address any issues with existing memorandums of understanding, and develop new cooperative agreements or memorandums of understanding for proposed facilities, and to strategize potential funding mechanisms in a unified manner.

Pros

a. This committee will address what facilities should be built first, who would own and operate them and who would pay for them.
b. This will show the residents that there is regional collaboration between the 3 jurisdictions with the development of recreation facilities that meet the needs of the community.
c. As facilities are potentially developed it will be done in a cooperative manner.

Cons

a. If a committee is not formed it will be difficult to develop facilities in a cooperative manner which may result in a drop in the level of service.
b. The development of recreation facilities may negatively impact the City's goal to be carbon neutral.

Consequences of Selecting This Alternative

There will be a cohesive unified approach between all 3 agencies as facilities are potentially developed in the future.

c. **Null Alternative:** If the MRFMP Resolution is not adopted then the plan would remain in draft form.

Next Steps

- The Recreation Advisory Board (RAB) is scheduled for a study session with Council on March 30, 2017. An item that RAB would like to discuss with Council is the next steps in the potential implementation of projects outlined in the MRFMP.
- The RRC will begin meeting this spring but there is no firm date yet as representatives from each agency need to be selected.
- The Council representatives to the RRC could be the Council RAB liaison & alternate or Council could consider if they want to assign others to RRC.

Department Review

Golf, Recreation, Ice & Library Team; Sustainability; Budget; Legal and Executive have all reviewed this report.

Funding Source

No funding requested at this time

Resolution No: 08-2017

RESOLUTION SUPPORTING MOUNTAIN RECREATION FACILITIES MASTER PLAN COMPLETED BY PARK CITY MUNICIPAL, SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, AND PARK CITY SCHOOL DISTRICT

WHEREAS, The Park City area has been rapidly growing in recent years, which has resulted in increasing demand for a variety of recreational services and facilities with the anticipation that this growth will continue to increase in the coming years; and

WHEREAS, The Mountain Recreation Facilities Master Plan was developed to identify the best location for future recreation facilities, conceptual site and building designs, and estimates for the construction, operation and maintenance of new facilities; and

WHEREAS, The Mountain Recreation Facilities Master Plan is a collaborative master planning effort between Park City Municipal, Snyderville Basin Special Recreation District and the Park City School District; and

WHEREAS, The plan is the next step in a tradition of cooperation between these three entities in the development, programming, and operation of recreation facilities in the greater Park City area; and

WHEREAS, The plan builds upon preceding collaborative studies that determined the need for and prioritization of recreational facilities in the area; and

WHEREAS, The project utilized a thorough public involvement process, which included several public meetings, project website, comment boards and workshops, and the use of an advisory committee composed of key stakeholders to provide specific direction throughout the process; and

WHEREAS, The facilities recommended in the Mountain Recreation Facilities Master Plan are generally big-ticket items with significant construction, operation and maintenance costs, and it may take twenty or more years for the plan to be realized, the projects shall be implemented opportunistically: as support and funding are received, in phases as budget or funding allows, or when partnerships have been established with private developers; and

WHEREAS, In order to implement the comprehensive vision for recreation facilities established in this plan, it is recommended that upon official adoption and/or support of the plan by Park City Municipal, Snyderville Basin Special Recreation District and Park City School District, a committee be formed with representatives of all three entities; and

WHEREAS, The purpose of this committee would be to prioritize and discuss which facilities each entity is interested in developing, address any issues with existing agreements or memorandums of understanding, and develop new cooperative agreements or memorandums of understanding for proposed facilities, and to strategize potential funding mechanisms in a unified manner.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Park City, Utah:

Support the Mountain Recreation Facilities Master Plan (Exhibit 1), and resolves to participate in the Regional Recreation Committee.

EFFECTIVE DATE. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 16th day of March, 2017.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Jack Thomas

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Main Street provides a unique setting for Park City's distinctive character, historic integrity, and thriving tourism-based economy to stand apart from other resort communities. What helps keep Park City's Main Street "unique" is the architectural rhythm and scale, cultural events, and/or historic integrity.

At the December 8, 2016 City Council Work Session, Staff presented the Storefront Enhancement Program. The Storefront Enhancement Program will consist of at least five (5) strategies addressing Main Street vibrancy as directed by the General Plan - *see Exhibit 3 General Plan Implementation - Storefront Enhancement Program Impacts*. The five (5) strategies include:

1. Historic District(s) and Main Street National Register Historic District protections.
2. Design Guidelines for Historic Districts and Historic Sites (Main Street specific).
3. Shared-economy model and cultivation of incubator space(s).
4. Land Management Code (zoning) regulations.
5. Future Redevelopment Agency (RDA) potential.

At the December 8, 2016 City Council Work Session, Staff requested direction to pursue changes to the Land Management Code (LMC) addressing land use controls for the Storefront Enhancement Program in the Historic Recreation Commercial (HRC) and the Historic Commercial Business (HCB) Districts. These land use controls specifically address linear feet of storefronts abutting Main Street and Heber Avenue and incubator spaces for small business and/or shared economy models.

Staff is proposing to limit the allowable Storefront Property Façade width to fifty-feet (50') on the Main Street façade, Heber Avenue façade, and Swede Alley façade of any single business location on Main Street. The intent is to prevent unused entrances, negative pedestrian experiences, and changes to the historic rhythm and scale of Main Street. In addition, the storefront widths will maintain consistency within the Main Street National Register Historic District, the HRC zoning district, and the HCB zoning district and maintain the vibrancy that is added by diversified retail mix.

On February 22, 2017, staff presented the following proposed LMC Amendments to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)) to the Planning Commission - Staff Report link <http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2233&Inline=True>

(see page 93) and Minutes link <http://www.parkcity.org/Home/ShowDocument?id=37453> (see page 7):

- **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street and/or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures.

On February 22, 2017, the Planning Commission voted unanimously to forward a positive recommendation to City Council with the following additions (red underlined) to the proposed LMC Amendments to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)):

- **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street, Heber Avenue, and/or Swede Alley shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

Respectfully:

Hannah Turpen, Planner I

City Council
Staff Report

Subject:	**PL-17-03456 LMC Amendments - Storefront Enhancement Program**
Author:	**Hannah M. Tyler, Planner**
Department:	**Planning Department**
Date:	**March 16, 2017**
Type of Item:	**Legislative – LMC Amendment**

Summary Recommendation

Staff recommends the City Council conduct a public hearing, consider public input, and consider approving the Land Management Code Amendments (LMC) to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)).

Executive Summary

Main Street provides a unique setting for Park City's distinctive character, historic integrity, and thriving tourism-based economy to stand apart from other resort communities. What helps keep Park City's Main Street "unique" is the architectural rhythm and scale, cultural events, and/or historic integrity.

At the December 8, 2016 City Council Work Session, staff presented the Storefront Enhancement Program. The Storefront Enhancement Program will consist of at least five (5) strategies addressing Main Street vibrancy as directed by the General Plan – *see Exhibit 3 General Plan Implementation – Storefront Enhancement Program Impacts*. The five (5) strategies include:

1. Historic District(s) and Main Street National Register Historic District protections.
2. Design Guidelines for Historic Districts and Historic Sites (Main Street specific).
3. Shared-economy model and cultivation of incubator space(s).
4. Land Management Code (zoning) regulations.
5. Future Redevelopment Agency (RDA) potential.

At the December 8, 2016 City Council Work Session, staff requested direction to pursue changes to the Land Management Code (LMC) addressing land use controls for the Storefront Enhancement Program in the Historic Recreation Commercial (HRC) and the Historic Commercial Business (HCB) Districts. These land use controls specifically address linear feet of storefronts abutting Main Street and Heber Avenue and incubator spaces for small business and/or shared economy models.

Staff is proposing to limit the allowable Storefront Property Façade width to fifty-feet (50') on the Main Street façade, Heber Avenue façade, and Swede Alley façade of any single business location on Main Street. The intent is to prevent unused entrances, negative pedestrian experiences, and changes to the historic rhythm and scale of Main Street. In addition, the storefront widths will maintain consistency within the Main Street National Register Historic District, the HRC zoning district, and the HCB zoning district and maintain the vibrancy that is added by diversified retail mix.

On February 22, 2017, staff presented the following proposed LMC Amendments to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)) to the Planning Commission – Staff Report link (see page 93) and Minutes link (see page 7):

- **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street and/or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures.

On February 22, 2017, the Planning Commission voted unanimously to forward a positive recommendation to City Council with the following additions (red underlined) to the proposed LMC Amendments to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)):

- **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street, Heber Avenue, and/or Swede Alley shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

Acronyms

HCB	Historic Commercial Business
HPCA	Historic Park City Alliance
HRC	Historic Recreation Commercial
LMC	Land Management Code
RDA	Redevelopment Agency

The Problem

Park City has remained unique and vibrant because of the diversified retail mix and character of the Main Street National Register Historic District, the HCB, and the HRC zoning districts. The character of the Main Street National Register Historic District can be found in the traditional rhythm and scale of the streetscape including the mass, scale, heights, widths, and overall architectural details of the buildings and storefronts.

Staff has concerns that without land use controls, the rhythm and scale of the streetscape on Main Street may be threatened by future development that combines storefronts or creates new out of scale storefront widths. The combination of storefronts or construction of new out of scale storefronts would compromise the integrity of the Main Street National Register Historic District and threaten the vibrancy and uniqueness of Main Street.

Main Street is vibrant because of positive pedestrian experiences, diversified retail mix, and the distinctive historic character. The ultimate goal of the maximum storefront width is to maintain the traditional rhythm and scale of the streetscape and create incubator spaces for smaller business. The vibrancy of the street would be maintained as this would diversify retail mix on the street and limit unused entrances.

The LMC implements goals, objectives and policies of the General Plan to maintain the quality of life and experiences for residents and visitors and to preserve the community's unique character and values. These proposed LMC amendments were reviewed for consistency with the General Plan. The General Plan outlines Park City's community goals and values as it pertains to Main Street and/or Conventional Chain Business:

- Core Value: Sense of Community
  - It is essential that Park City does not lose its character in order to remain competitive in the tourism industry.
- General Plan Sense of Community Goals
  - **12A:** Retain and expand existing Park City businesses.
  - **12B:** Improve the balance of jobs-to-housing ratio in Park City through efforts to attract higher paying jobs and workforce housing strategies.
  - **12C:** Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience.
  - **12D:** Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique *Park City experience*.

The Land Management Code through the zoning designations of the Historic Commercial Business (HCB) and Historic Recreation Commercial (HRC) Districts supports the Values and Goals in the General Plan. The Districts are nearly identical in the Purposes shown below.

(A) Preserve the cultural heritage of the City's original Business, governmental and residential center.

(B) Facilitate the continuation of the visual character, scale and Streetscape of the original Park City Historical District.

(C) Allow the Use of land for retail, commercial residential recreational and institutional purposes to engage and foster the economic and cultural *vitality* (emphasis added) of the City.

(J) Maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by encouraging a Business mix that encourages a high level of *vitality* (emphasis added) activity and public/resort-related attractions.

Staff is proposing to limit the allowable storefront width to fifty-feet (50') on the Main Street façade and the Heber Avenue façade of any single business location on Main Street. The intent is to prevent unused entrances, negative pedestrian experiences, and changes to the historic rhythm and scale of Main Street. In addition, the storefront widths will maintain consistency within the Main Street National Register Historic

District, the HRC zoning district, and the HCB zoning district and maintain the vibrancy that is added by diversified retail mix.

Staff has concerns that doing nothing (i.e. not identifying a method to maintain the rhythm and scale of Main Street, pedestrian experience, or diversified retail mix) will result in compromising the unique character of Historic Main Street. Park City does not want to become “Anywhere U.S.A.”

Background
Staff has provided a basic overview of the background for the proposed LMC changes in this staff report. For a more detailed overview of the background of the Storefront Enhancement Program, please refer to the December 8, 2016 City Council Work Session Staff Report – link (see page 13) – and Work Session Minutes – link (see page 3). For a more detailed overview of the proposed LMC Amendments, please refer to the February 22, 2017 Planning Commission Staff Report – link (see page 93) – and Minutes – link (see page 7).

- On December 8, 2016, staff presented a Work Session regarding the Main Street Storefront Enhancement Program Land Use Controls to City Council. The broader Storefront Enhancement Program will consist of at least five (5) strategies addressing Main Street vibrancy as directed by the General Plan and zoning designations. The five (5) strategies include:
    - Historic District(s) and Main Street National Register Historic District protections.
    - Design Guidelines for Historic Districts and Historic Sites (Main Street specific).
    - Shared-economy model and cultivation of incubator space(s).
    - Land Management Code (zoning) regulations.
    - Future Redevelopment Agency (RDA) potential.

- At the December 8, 2016 City Council Work Session, staff requested direction to pursue changes to the Land Management Code (LMC) addressing land use controls for the Storefront Enhancement Program in the Historic Recreation Commercial (HRC) and the Historic Commercial Business (HCB) Districts. These land use controls specifically address linear feet of storefronts abutting Main Street and Heber Avenue, incubator spaces for small business and/or shared economy models, and the implementation of Design Guidelines for Corporate Architecture. City Council gave staff direction to complete the following:
    1. Amend the Land Management Code (LMC) to:
        a. Limit the allowable Storefront Property Façade width to fifty-feet (50’) on the Main Street façade and the Heber Avenue façade of any single business location on Main Street in the Historic Recreation Commercial (HRC) and the Historic Commercial Business (HCB) Districts – see Exhibit 2: *Storefront Property Façade, Maximum Width Diagram*.

2. Update the Design Guidelines for Historic Districts and Historic Sites to address Corporate Architecture. *Staff will be returning to the Historic Preservation Board (HPB) with amendments to the Design Guidelines for Historic Districts and Historic Sites to address Corporate Architecture.*

- On February 22, 2017, staff presented to the Planning Commission the following proposed LMC Amendments to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)) to the Planning Commission – Staff Report link (see page 93) and Minutes link (see page 7).
    - **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street and/or Heber Avenue shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures.
    - The specific sections of the Land Management Code that will be amended are listed below:
        - i. LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)
        - ii. LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)

- The Planning Commission voted unanimously to forward a positive recommendation to City Council with the following additions (red underlined) to the proposed LMC Amendments to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)):
    - **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street, Heber Avenue, and/or Swede Alley shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

- Based on a preliminary analysis of existing Storefront Property Façade widths on Main Street and Heber Avenue, approximately five (5) non-historic and eight (8) Historic Storefront Property Façades exceed fifty-feet (50') in width. An important distinction is that an entire building's façade may exceed fifty-feet (50') in width; however, the intent is to limit individual Storefront Property Façades that make up a building's entire façade width. In total, there are approximately sixty (60) Storefront Properties abutting Main Street and Heber Avenue. This identifies that the market can support Storefront Property Facades that are fifty-feet (50') or less in width.

- *The definition of **STOREFRONT PROPERTY** can be found below for reference:*

LMC §15-15-1.207 PROPERTY. Any Parcel, Lot, or tract of land, including improvements thereon, in the possession of or owned by, or recorded as the real Property of, the same Person or Persons.

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

1. *A storefront window and/or storefront entrance at the adjacent Public Street, or within fifty lateral/horizontal feet (50') of the adjacent Public Street measured from the edge of pavement to the storefront window or storefront entrance; and*

2. *A storefront window and/or storefront entrance that is not more than eight feet (8') above or below the grade of the adjacent Public Street and where such entrance is not a service or emergency entrance to the Building.*

In the case of split-level, multi-level or multi-tenant Buildings with only one primary storefront entrance, only those fully enclosed spaces, Floor Areas, tenant spaces, or units that directly front on the Public Street, as set forth above, shall be designated as a "Storefront Property." The Planning Director or designee shall have the final determination of applicability.

Alternatives for City Council to Consider

1. **Recommended Alternative:**
   - **a.** Amend the following LMC Zoning Chapters based on Planning Commission's recommended changes:
     - **i. LMC § 15-2.5 HISTORIC RECREATION COMMERCIAL (HRC)**

15-2.5-3 LOT AND SITE REQUIREMENTS

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

(…)

(J) **VERTICAL ZONING.** For HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue, and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side Storefronts), 780 Main Street, 804 Main Street (for the plaza side Storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five-percent (75%) of the width of the Building facade as Storefront Property.

(K) **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street, Heber Avenue, and/or Swede Alley shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

ii. LMC § 15-2.6 HISTORIC COMMERCIAL BUSINESS (HCB)

15-2.6-3 Lot And Site Requirements
Except as may otherwise be provided in this Code, no Building Permit will be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

(…)

(G) **VERTICAL ZONING.** For HCB Zoned Storefront Property adjacent to Main Street and Heber Avenue, new Construction and Construction adding Floor Area to a Building or Lot shall have a minimum of seventy-five percent (75%) of the width of the Building façade as Storefront Property.

(H) **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH.** The maximum width of any Storefront Property Façade abutting Main Street, Heber Avenue, and/or Swede Alley shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

Pros
Staff outlined the potential positive impacts of the proposed LMC Amendments and Design Guidelines for Historic Districts and Historic Sites amendments in the December 8, 2016 City Council Staff Report – link (see *Alternatives for City Council to Consider* on page 18 of the packet). The impacts outlined in the December 8, 2016 City Council Staff Report include, but are not limited to:

a. Limiting the storefront width will prevent unused entrances, negative pedestrian experiences, and changes to the historic rhythm and scale of Main Street. In addition, the storefront widths will maintain consistency within the Main Street National Register Historic District, the HRC zoning district, and the HCB zoning district and maintain the vibrancy that is added by diversified retail mix.
b. Potential incubator spaces or shared economy spaces can house smaller businesses (i.e. local business) – see Exhibit 2 for a specific diagram demonstrating this intention on and the western boundary of the Historic Commercial Business zoning district. Business activity on the western boundary does not increase with this proposal because the façade width is not regulated by the current LMC.
c. Staff is not proposing to limit the storefront width on any single Historic building that may have a façade wider than fifty feet (50') so as to maintain the historic integrity of those specific buildings (i.e. Claim Jumper – 573 Main Street).
d. Staff finds that the addition of limiting Storefront Property Façade widths on Swede Alley will maintain the traditional rhythm and scale of the Swede Alley streetscape as well.
e. Limiting Storefront Property Façade widths on Swede Alley eliminates the possibility of these storefronts expanding wider than intended which was actually outlined as a potential "con" in the December 8, 2016 City Council Work Session Staff Report – link (see *Alternatives for City Council to Consider* on page 18 of the packet)
f. Large commercial spaces dampen the pedestrian experience. Staff's goal will be to create smaller incubator spaces as a "give" to the vibrancy of Main Street and to mitigate the impacts of large spaces.
g. Incubator spaces may house "shared economy" models as a means of creating affordability on Main Street for local businesses. Prospect (509 Main Street) is a great example of a "shared economy" model for local businesses to share retail space in that it has two sub-tenants in Billy's Barbershop and Pink Elephant Coffee.
h. The Land Management Code amendments would support the goals and intent of the Main Street Redevelopment Agency (RDA).
i. Based on a preliminary analysis of Storefront Property Façade widths on Main Street and Heber Avenue, approximately five (5) non-historic and eight (8) Historic Storefront Property Façades exceed fifty-feet (50') in width. An important distinction is that an entire building's façade may exceed fifty-feet (50') in width; however, the intent is to limit individual Storefront Property Façades that make up a building's entire façade width. In total, there are approximately sixty (60) Storefront Properties abutting Main Street and Heber Avenue. This identifies that the market can support Storefront Property Facades that are fifty-feet (50') or less in width.

<u>Cons</u>

a. There is potential for the western boundary of the Historic Commercial Business zoning district storefronts to expand wider than intended. This may create large businesses with a narrow (fifty-foot maximum) Main Street façade.
b. Rents will likely still be high.
c. Will pressure City to expand infrastructure in Swede Alley (i.e. sidewalks, utility underground, walkability, etc.).

Consequences of Selecting This Alternative
Park City has remained unique and vibrant because of the diversified retail mix and character of the Main Street National Register Historic District, the HCB, and the HRC zoning districts. The ultimate goal of the maximum storefront width is to maintain the traditional rhythm and scale of the streetscape and create incubator spaces for smaller business. The vibrancy of the street would be maintained as this would diversify retail mix on the street and limit unused entrances.

2. **Null Alternative:** If no changes are made to the LMC or Design Guidelines, the retail mix and vibrancy on Main Street will remain uncontrolled.
Pros
a. Retail on Main Street will take its natural course.
Cons
a. Main Street may become "Anywhere U.S.A."
b. The character and historic integrity of the Main Street National Register Historic District may be compromised.
c. Small business may be pushed out of Main Street.

Further Analysis
Staff will be working on further analysis regarding the indirect effects that may occur from the consequences of the LMC amendments, including potential shifting Conventional Chain Business demand to Bonanza Park or Prospector. Finally, staff is analyzing the potential cumulative effects of additional commercial activity on Main Street, Swede Alley, and General Commercial Zone areas in the City. Positive economic effect for locals and visitors will need to be closely coordinated with Transit, Special Events, and housing demands.

Department Review
This staff report was reviewed by the Planning Department and Legal Department.

Recommendation
Staff recommends the City Council conduct a public hearing, consider public input, and consider approving the Land Management Code Amendments (LMC) to Zoning Chapters 2.5 (Historic Recreation Commercial (HRC)) and 2.6 (Historic Commercial Business (HCB)).

Exhibits
Exhibit 1 – Draft Ordinance

Exhibit A – LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)
Exhibit B – LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)
Exhibit 2 – Storefront Property Façade, Maximum Width Diagram
Exhibit 3 – General Plan Implementation – Storefront Enhancement Program Impacts
Exhibit 4 – Historic Commercial Business (HCB) Zoning District Boundaries
Exhibit 5 – Historic Recreation Commercial (HRC) Zoning District Boundaries
Exhibit 6 – Main Street National Register District Boundaries
Exhibit 7 – December 8, 2016 City Council Work Session Staff Report – link (see page13)
Exhibit 8 – December 8, 2016 City Council Work Session Minutes – link (see page 3)
Exhibit 9 – Planning Commission Staff Report of February 22, 2017 –link (see page 93)
Exhibit 10 – Planning Commission Minutes of February 22, 2017 – link (see page 7)

Exhibit 1 – Draft Ordinance

Ordinance No. 2017-09

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT, SECTION 15-2.5; AND AMENDING HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT, SECTION 15-2.6.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the Council's goals; and

WHEREAS, Park City has an interest in promoting vibrancy and activity in the historic Main Street downtown area located in the Historic Commercial Business (HCB) and the Historic Recreation Commercial (HRC) Zoning Districts and finds this vibrancy to be essential to the City's long term economic and financial well-being; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the recently adopted Park City General Plan.

WHEREAS, the Park City General Plan includes Goal 12 that states, "Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City." Objective 12C states, "Support local owned, independent businesses that reflect the core values of Park City and add to the Park City experience." and Objective 12D states, "Minimize commercial retail chains on Main Street and the impacts of big box and national chains on the unique Park City experience." Detailed Implementation Strategy for Local Business vs. Chain Stores states, "As Park City seeks to maintain its distinct, historic, small-town, tourism based economy, an ordinance restricting formula businesses along Main Street and the Bonanza Park districts should be seriously considered."

WHERAS, Park City has an interest in the preservation of the historic integrity of Main Street and Heber Avenue as it related to the historic feel and character, traditional rhythm and scale, and Main Street National Register Historic District designation. Main Street is the historic core of Park City and is a focal point of the tourism economy. The Historic Commercial Districts reflects the history of Park City.

WHEREAS, Park City's Economic Development Plan encourages facilitation and establishment of attractions and areas of interest for both visitors and residents; maintaining and improving the balance of Sustainable Community goals by going beyond economic initiatives to include social and environmental strategies; and protection and preservation of the historic Main Street downtown area as the heart of the region; and

WHEREAS, in the HRC and HCB Zoning Districts, business storefronts located Main Street and Heber Avenue, that do not foster diversity or positive pedestrian experiences to the general public, may diminish the vibrancy, historic rhythm and scale, and activity of the historic Main Street area; and

WHEREAS, the City monitors the downtown business mix and sales tax generation as part of its financial health assessment and finds a diversified business mix is critical to the attractiveness, vitality, and success of the historic Main Street downtown area; and

WHEREAS, the long-term economic sustainability of Park City depends upon the continued economic success and aesthetic attractiveness of the historic Main Street area; and

WHEREAS, in the HRC and HCB Districts, building storefronts that are not inviting to the general public and reflective of Park City's unique historic and resort character may have a negative effect upon the overall economy and vitality of the historic downtown area in terms of satisfaction of visitor experience, diversity of visitors, activity on the street, and sales tax revenue generation; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meeting on February 22, 2017and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on March 16, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area; to ensure compatible development; to preserve historic resources; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.5 Historic Recreation Commercial (HRC) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15-2.6 Historic Commercial Business (HCB) Zoning District. The recitals above are incorporated herein as findings of fact. Chapter 15-2.6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit B.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this ___ day of ________, 2017

PARK CITY MUNICIPAL CORPORATION

____
Jack Thomas, Mayor

Attest:

____
City Recorder

Approved as to form:

____
Mark Harrington, City Attorney

Exhibits
Exhibit A – LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)
Exhibit B – LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)

Exhibit A – LMC § 15-2.5-3 Lot and Site Requirements in HISTORIC RECREATION COMMERCIAL (HRC)

15-2.5-3 Lot And Site Requirements

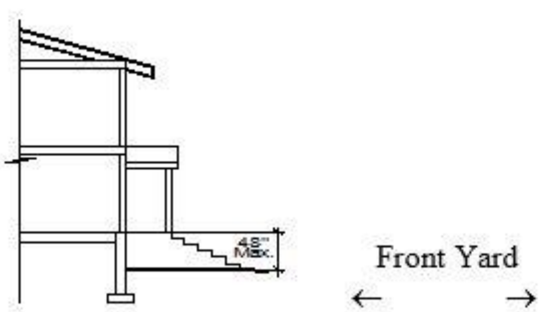
Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

A. **FRONT YARD**. The minimum Front Yard is ten feet (10').

B. **FRONT YARD EXCEPTIONS**. The Front Yard must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty five feet (25') of the intersection at back of curb.
2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause danger or hazard to traffic by obstructing the view of the Street or intersection.

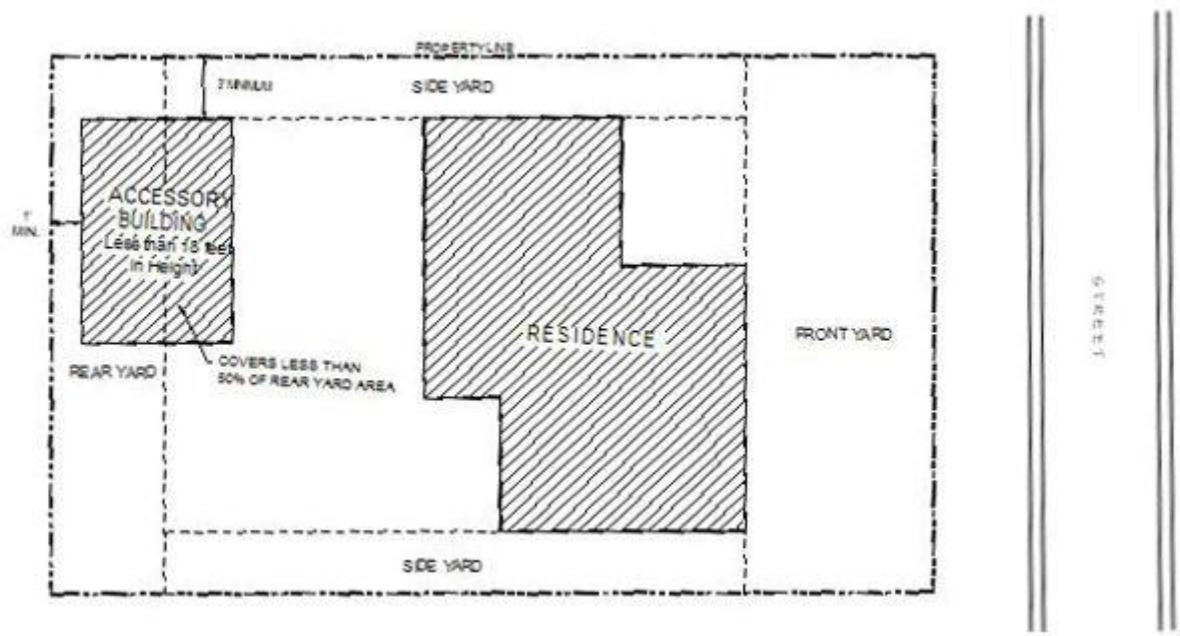


3. Decks, porches, and Bay Windows, not more than ten feet (10’) wide, projecting not more than three feet (3’) into the Front Yard.
4. Roof overhangs, eaves, and cornices, projecting not more than three feet (3’) into the Front Yard.
5. Sidewalks, patios, and pathways.
6. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways, allowed Parking Areas, patios, and sidewalks may be Hard-Surfaced or graveled.

C. **REAR YARD**. The minimum Rear Yard is ten feet (10’).

D. **REAR YARD EXCEPTIONS**. The Rear Yard must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear Yard.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Rear Yard.
4. Roof overhangs and eaves projecting not more than two feet (2') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Yard Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Yard. See the following illustration:



7. Hard-Surfaced Parking Areas subject to the same location requirements as a detached Accessory Building.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2.

10. Patios, decks, steps, pathways, and similar Structures not more than thirty inches (30") above Final Grade, located at least five feet (5') from the Rear Lot Line.

E. **SIDE YARD**.

1. The minimum Side Yard is five feet (5').
2. On Corner Lots, the Side Yard that faces a Street is ten feet (10') for both main and accessory Structures.
3. A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
    a. Exterior Side Yards shall be based on the minimum required Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.

F. **SIDE YARD EXCEPTIONS**. The Side Yard must be open and free of any Structure except:

1. Bay Windows, not more than ten feet (10') wide, projecting not more than two feet (2') into the Side Yard.
2. Chimneys not more than five feet (5') wide, projecting not more than two feet (2') into the Side Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Side Yard.
4. Window sills, belt courses, cornices, trim, exterior siding, and other ornamental features, projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
5. Roof overhangs and eaves projecting not more than two feet (2') into the Side Yard.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height from Final Grade, provided there is at least a one foot (1') Setback to the Side Lot Line.
7. Fences, walls and retaining walls not more than six feet (6'), or as permitted in Section 15-4-2.
8. Driveways leading to a garage or approved Parking Area.
9. Pathways and steps connecting to a City stairway or pathway.

10. A detached Accessory Building not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side Yard Setback of three feet (3').
11. A covered arcade between projects provided that the highest point of the arcade is not more than fifteen feet (15') above the elevation of the walk.

G. **FLOOR AREA RATIO**. In all projects within the HRC Zone:

1. **STRUCTURES BUILT AFTER OCTOBER 1, 1985**. Except in the Heber Avenue Sub-Zone Area, non-residential Uses are subject to a Floor Area Ratio to restrict the scope of non-residential Use within the District. For Properties located east of Park Avenue, the Floor Area Ratio for non-residential Uses is 1. For Properties located on the west side of Park Avenue, the Floor Area Ratio for non-residential Uses is 0.7.
2. **STRUCTURES BUILT PRIOR TO OCTOBER 1, 1985**. Structures existing as of October 1, 1985 are not subject to the Floor Area Ratio, and may be used in their entirety for non-residential Uses as provided in this ordinance.

H. **SNOW RELEASE**. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

I. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

J. **VERTICAL ZONING**. For HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue, and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side Storefronts), 780 Main Street, 804 Main Street (for the plaza side Storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue, new Construction and Construction adding Floor Area to a Building or Lot, shall have a minimum of seventy-five-percent (75%) of the width of the Building facade as Storefront Property.

K. **STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH**. The maximum width of any Storefront Property Façade abutting Main Street, Heber Avenue, and/or Swede Alley shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

Adopted by Ord. 00-51 on 9/21/2000
Amended by Ord. 06-69 on 10/19/2006
Amended by Ord. 09-10 on 3/5/2009
Amended by Ord. 16-02 on 1/7/2016
Amended by Ord. 2016-44 on 9/15/2016

Exhibit B – LMC § 15-2.6-3 Lot and Site Requirements in HISTORIC COMMERCIAL BUSINESS (HCB)

15-2.6-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit will be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

A. **LOT SIZE**. The minimum Lot Area is 1250 square feet. The minimum Lot Width is twenty-five feet (25') and Minimum Lot Depth is fifty feet (50').

B. **FRONT, REAR AND SIDE YARDS**. There are no minimum required Front, Rear, or Side Yard dimensions in the HCB District.

C. **SIDEWALK PROVISION**. Buildings must be located so as to provide an unobstructed sidewalk at least nine feet (9') wide on both Main Street and Swede Alley. The sidewalk width is measured from the front face of curb to the front of the Building. The alignment of new Building fronts with adjacent Historic fronts is encouraged. A narrower sidewalk may result from the alignment of Building fronts. The Planning and Engineering Departments may grant an exception to the minimum sidewalk width to facilitate such alignment.

D. **BALCONIES AND TEMPORARY WINTER BALCONY ENCLOSURES**.

1. No Balcony may be erected, enlarged, or altered over a public pedestrian Right-of-Way without the advance approval of the City Council. Balcony supports may not exceed eighteen inches (18") square and are allowed no closer than thirty-six inches (36") from the front face of the curb. Balconies must provide vertical clearance of not less than ten feet (10') from the sidewalk and may not be enclosed permanently. With reasonable notice, the City may require a Balcony be removed from City Property without compensating the Building Owner.
2. Temporary Winter Balcony Enclosures may only be permitted on existing balconies which are on structures which are not on the Historic Sites Inventory. Temporary Winter Balcony Enclosures are only permitted from November 15th through April 30th on balconies facing Main Street.

E. **INSURANCE REQUIRED**. No Balcony projecting over City Property may be erected, re-erected, located or relocated, or enlarged or structurally modified without first receiving approval of the City Council and submitting a certificate of insurance or a continuous bond protecting the Owner and the City against all claims for personal injuries and/or Property damage in the standard amount determined by City Council. Park City Municipal Corporation must be named in the certificate of insurance as an additional insured. A thirty (30) day obligation to provide written notice to Park City Municipal Corporation of cancellation or expiration must be included in the insurance certificate.

F. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

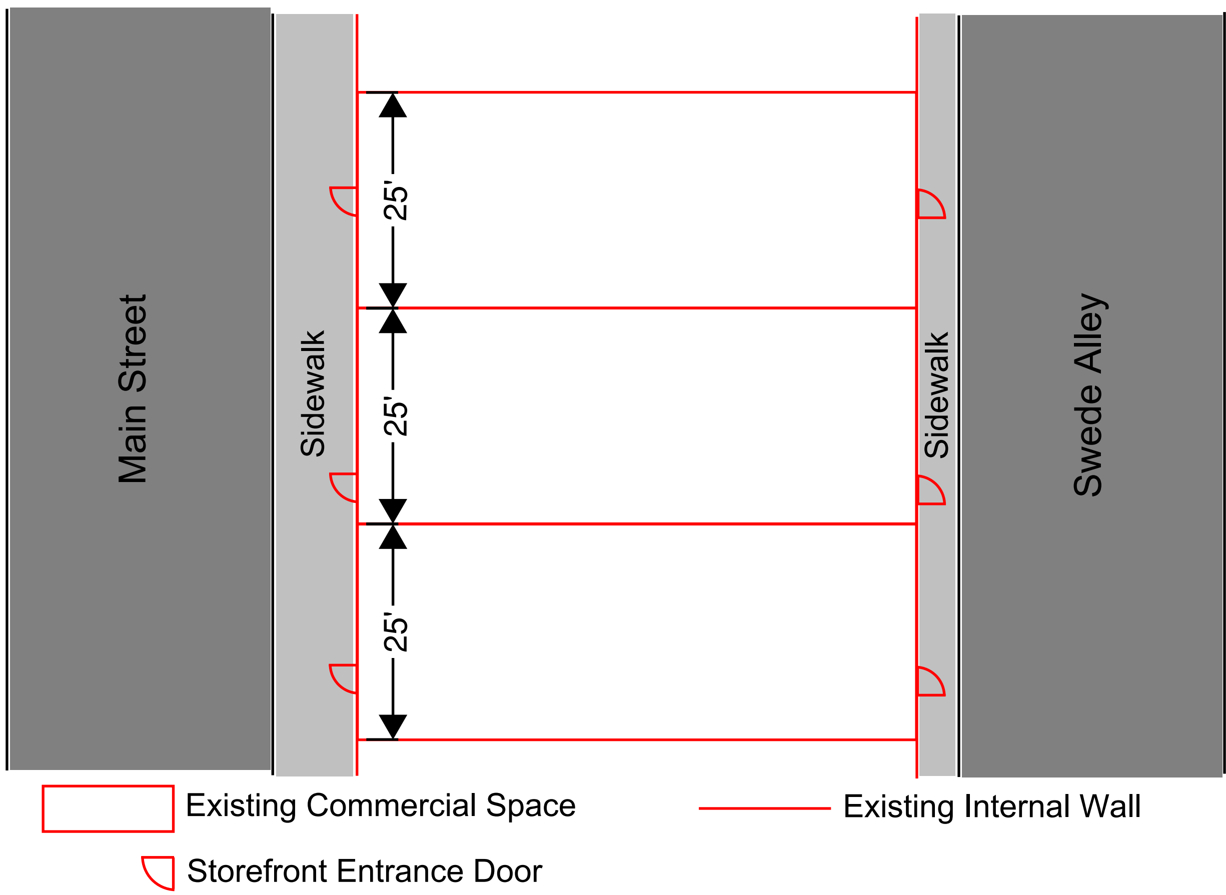
G. **VERTICAL ZONING**. For HCB Zoned Storefront Property adjacent to Main Street and Heber Avenue, new Construction and Construction adding Floor Area to a Building or Lot shall have a minimum of seventy-five percent (75%) of the width of the Building façade as Storefront Property.

H. STOREFRONT PROPERTY FAÇADE, MAXIMUM WIDTH. The maximum width of any Storefront Property Façade abutting Main Street, Heber Avenue, and/or Swede Alley shall be fifty-feet (50'). Storefront Property Facades in the Historic portion of structures listed on the Historic Sites Inventory which exceed fifty-feet (50') in width are valid Non-Complying Structures. A Storefront Property Façade shall have a storefront entrance door for pedestrian access.

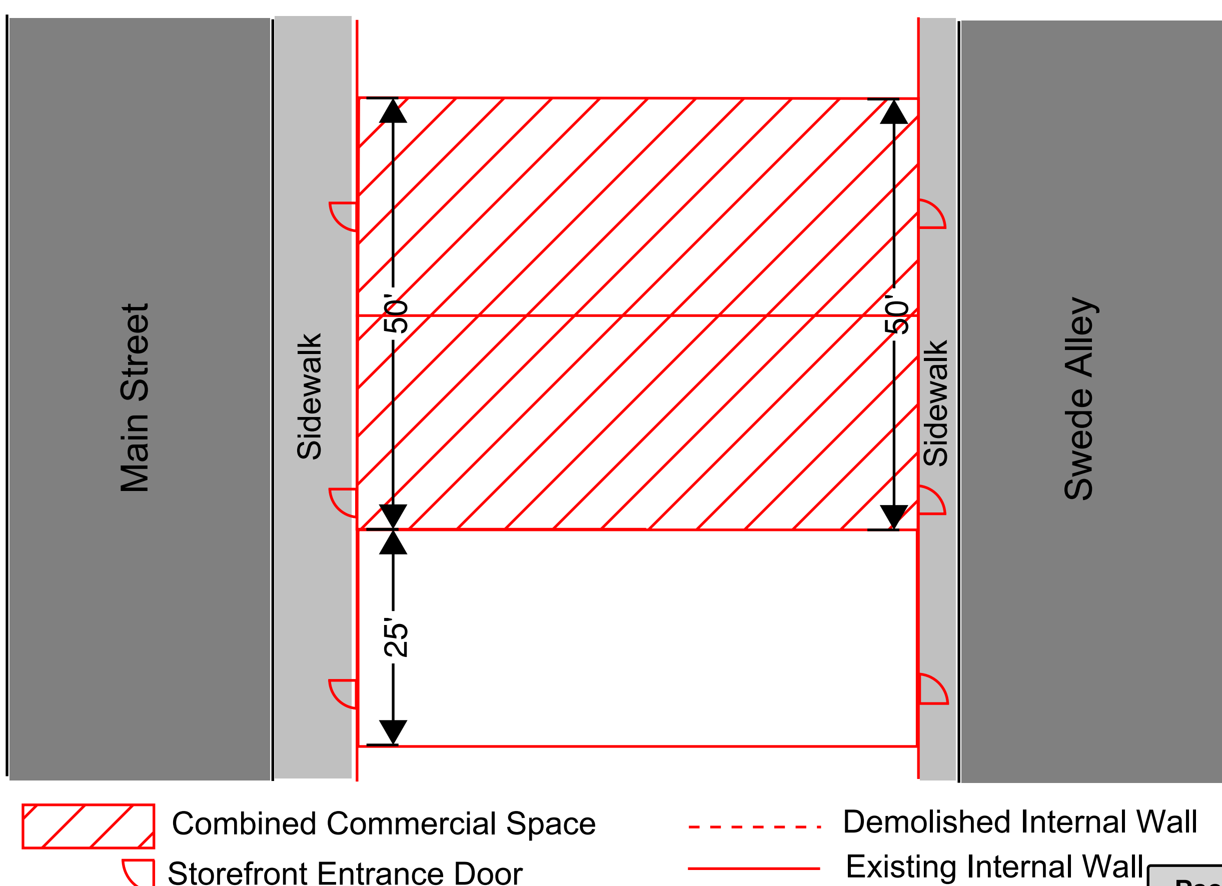
Adopted by Ord. 00-51 on 9/21/2000
Amended by Ord. 06-69 on 10/19/2006
Amended by Ord. 16-01 on 1/7/2016
Amended by Ord. 16-02 on 1/7/2016

EXHIBIT 2: Storefront Property Facade, Maximum Width Diagrams

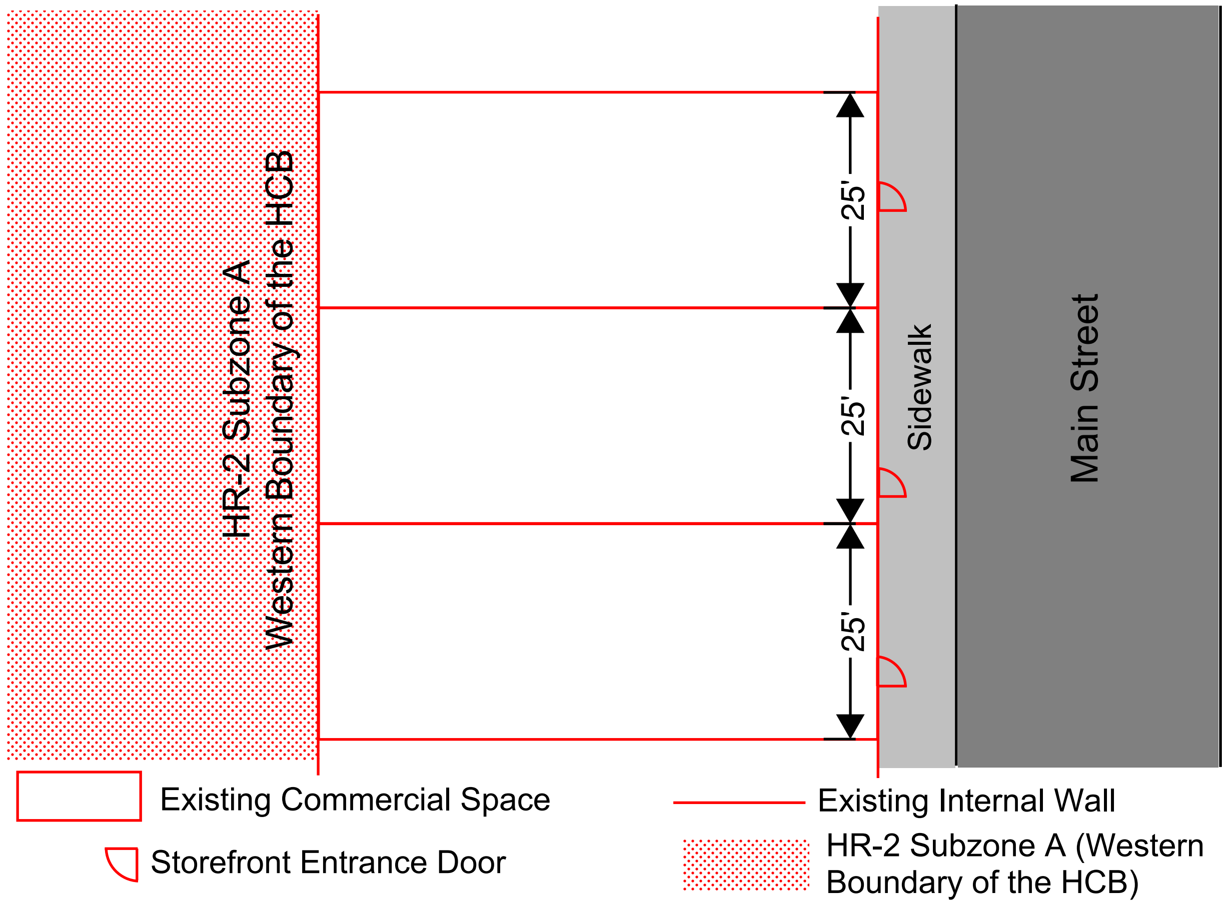
Typical Existing Historic Main Street Commercial Buildings Abutting Swede Alley



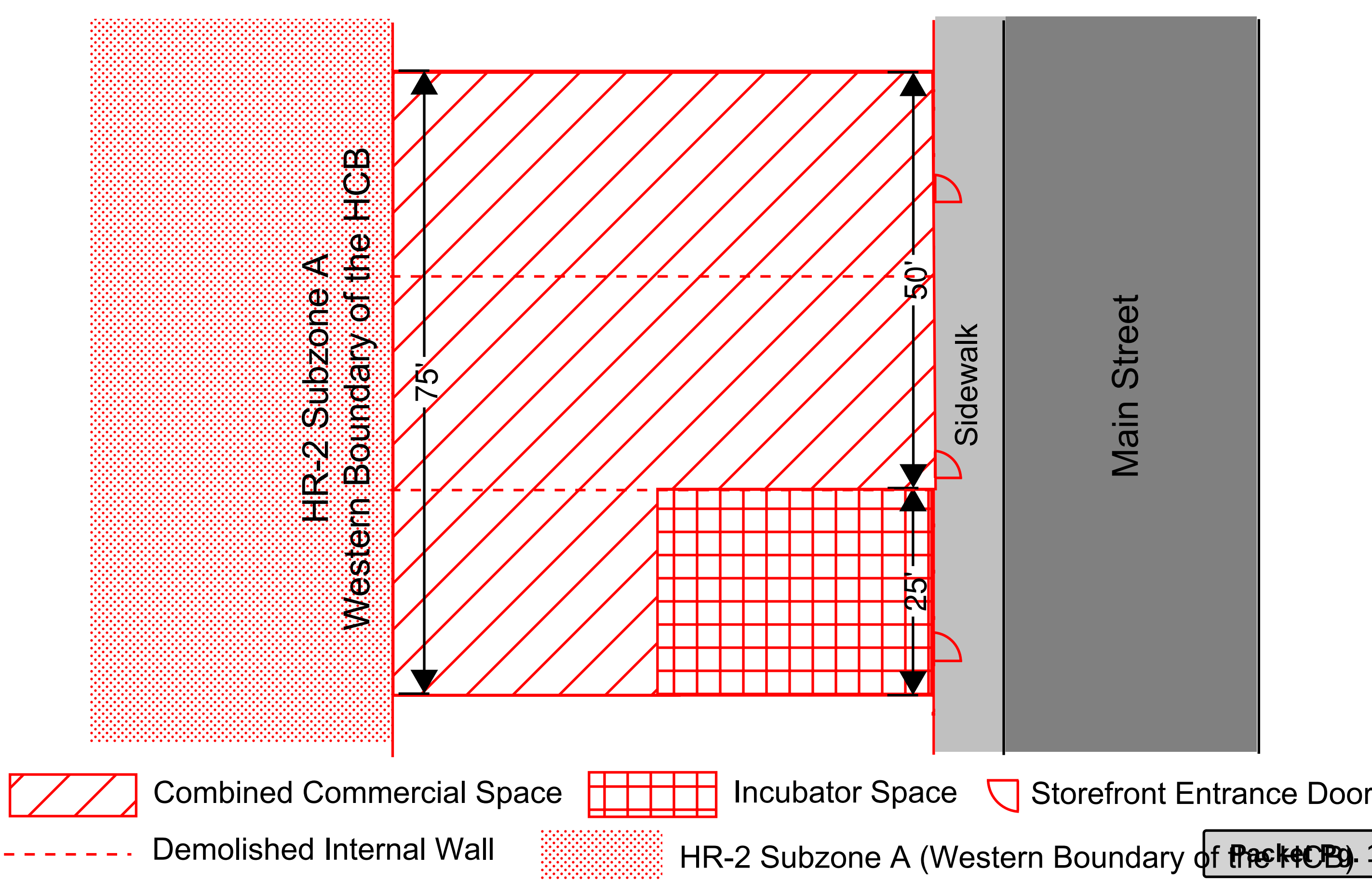
Proposed Converted Main Street Commercial Buildings Abutting Swede Alley Using A 50' Maximum Storefront Width



Existing Typical Historic Main Street Commercial Buildings Abutting the Western Boundary of the Historic Commercial Business (HCB) Zoning District

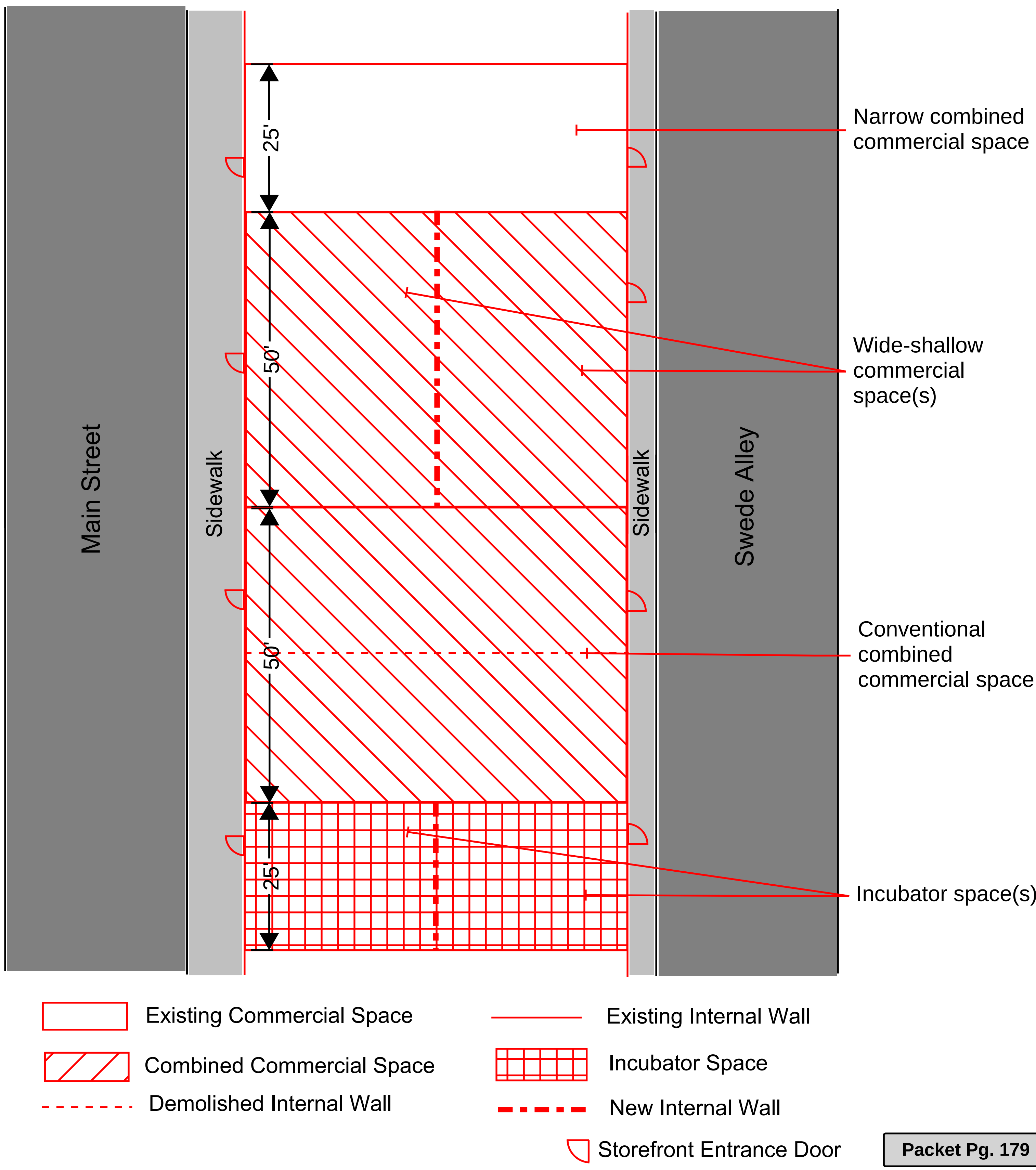


Converted Main Street Commercial Buildings Abutting the Western Boundary of the Historic Commercial Business (HCB) Zoning District Using A 50' Maximum Storefront Width



Proposed Converted Main Street Commercial Buildings Abutting Swede Alley Using a 50' Maximum Storefront Width *With Alternative Floor Plans*

On March 8, 2017, Planning Commissioner Doug Thimm, architect, submitted a hand-drawn diagram of the Planning Commission's vision of the Storefront Enhancement Program Maximum Width Diagram. Commissioner Thimm's submittal has been rendered digitally by staff for consistency between the diagrams in Exhibit 2. Commissioner Thimm is an architect who works extensively with commercial buildings.



Typical Historic Main Street Building Facade Widths

The rendering below was taken from the 1983 Historic District Design Guidelines. The photograph below was taken from Google Streetview. The rendering and photograph both depict the same row of buildings on Park City's Main Street. Staff has added approximate widths based on the preliminary Main Street retail linear feet survey that measured facade widths on Main Street and Heber Avenue.

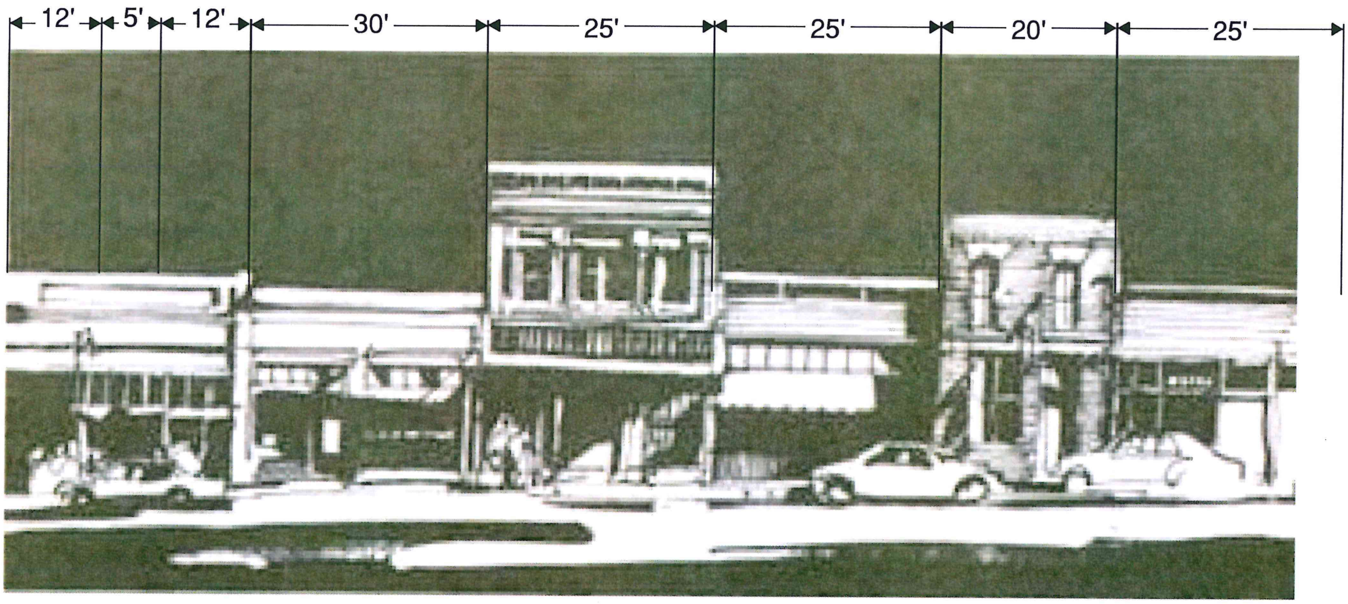


EXHIBIT 3: **General Plan Implementation – Storefront Enhancement Program Impacts**

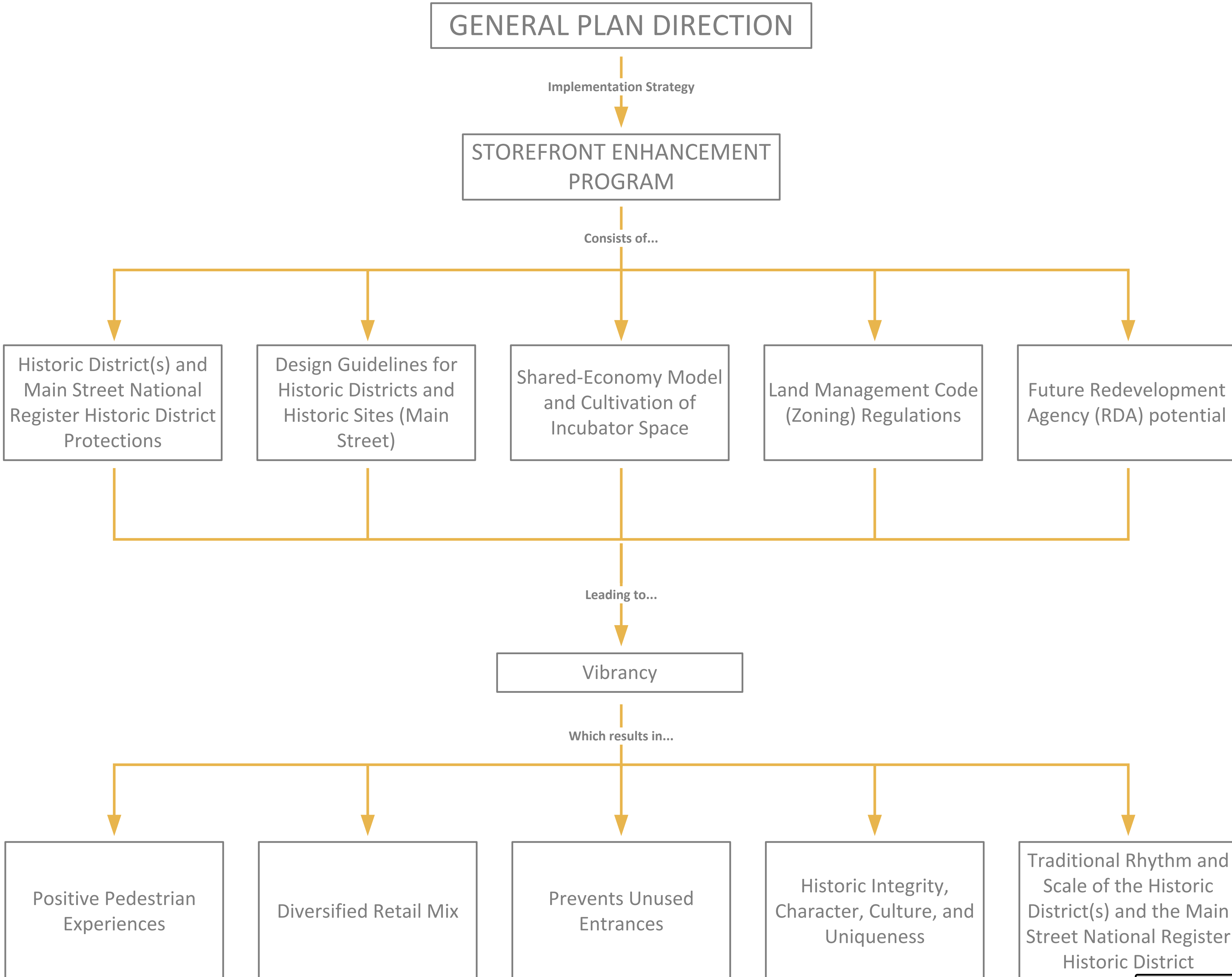


EXHIBIT 4: Historic Commercial Business (HCB) Boundaries

Historic Sites in the HCB Zone

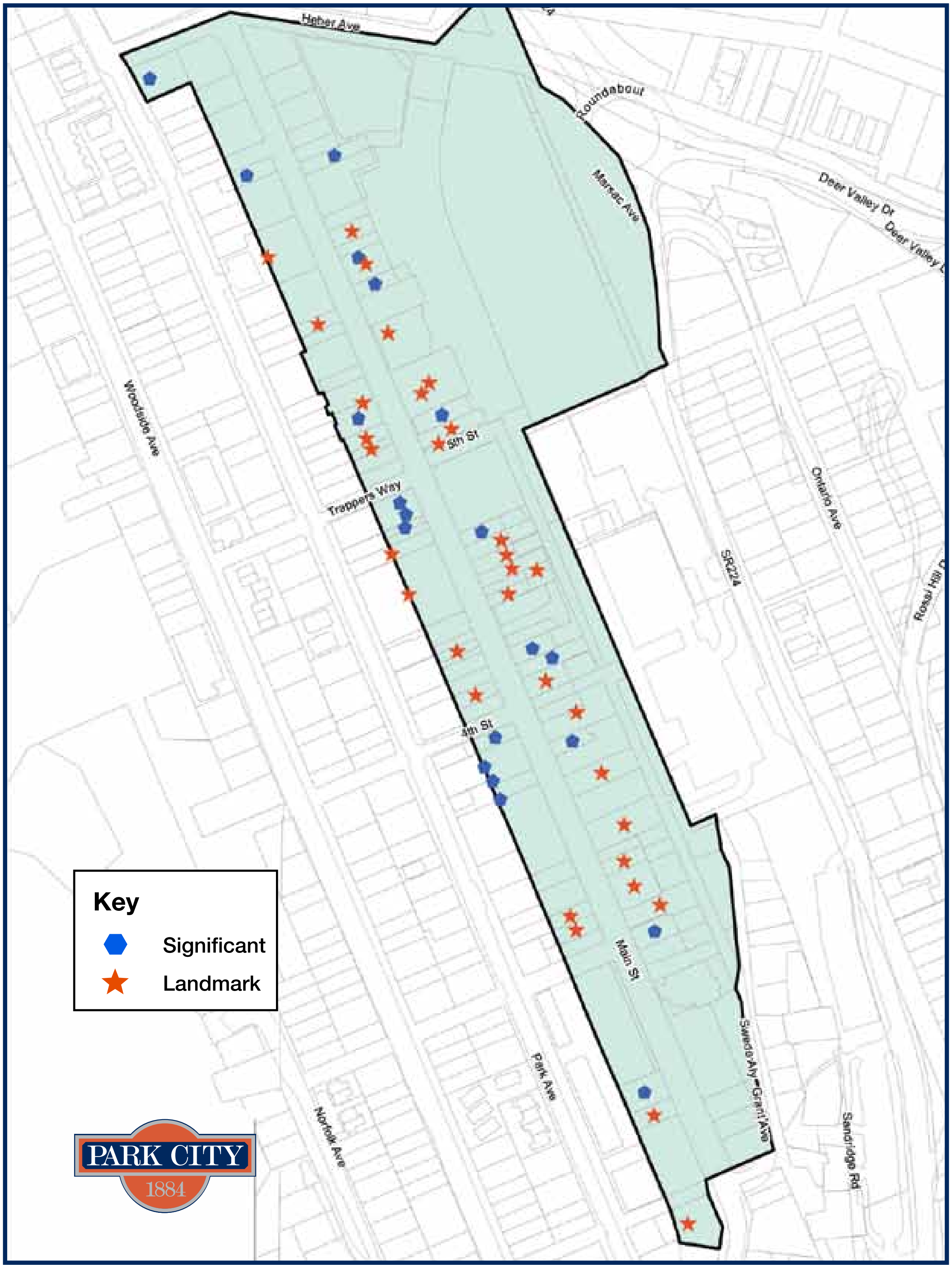


EXHIBIT 5: **Historic Recreation Commercial(HRC) Boundaries**

Historic Sites in the HR-C Zone

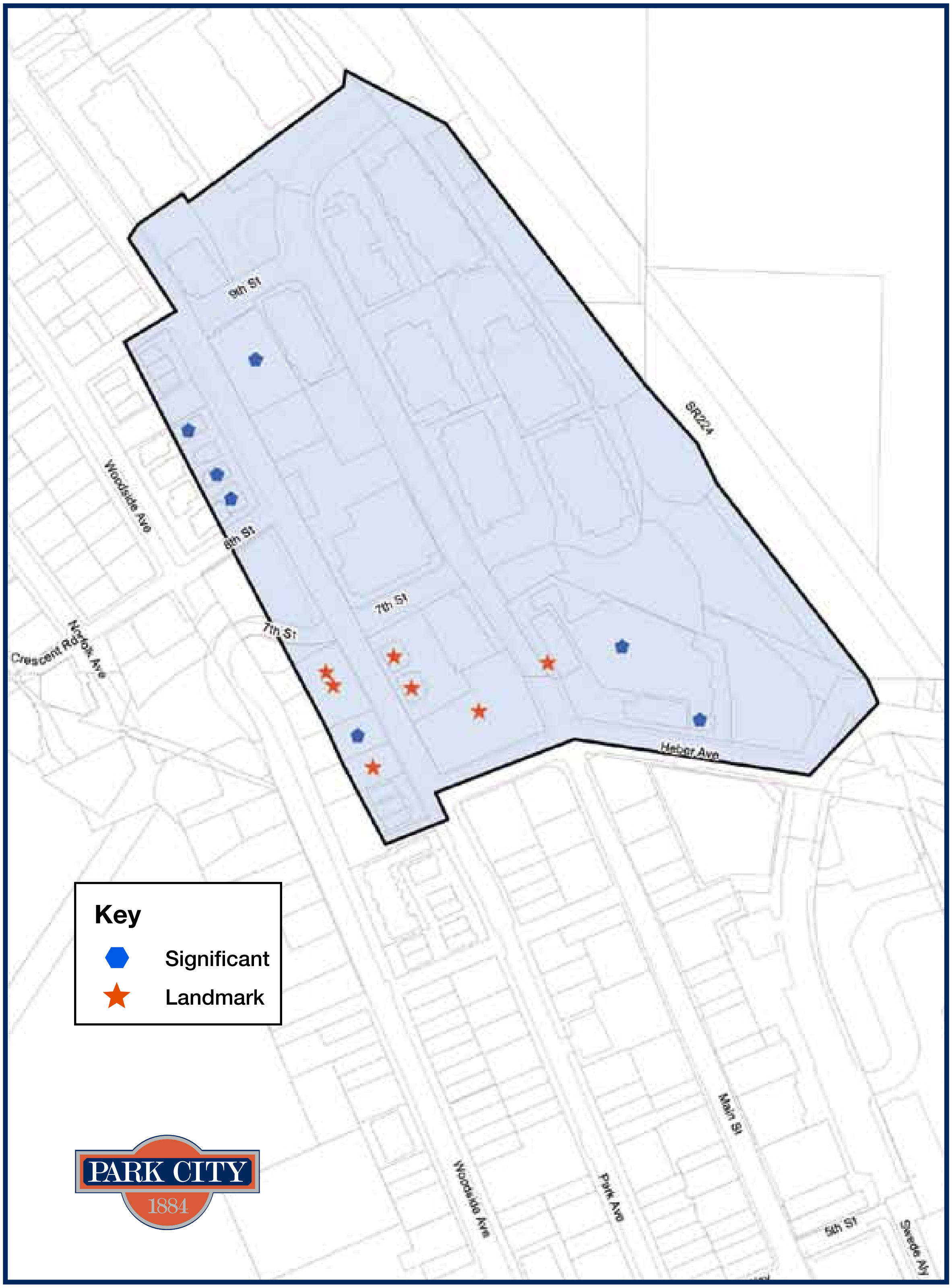


EXHIBIT 6: Main Street National Register District Boundaries

Main Street National Register Historic District

DATE: March 16, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council is being asked to consider expansion of scope of a contract that was approved on January 5, 2017, but not yet executed. This gap has not impacted the design nor anticipated construction timeline. The January 5, 2017 report outlines in great detail the procurement process and scope: (link, p.129). The expanded scope will allow for additional design (to explore modular options) and necessary platting and survey work.

On August 25, 2016, the City Council directed staff to pursue an affordable housing project on the Park Avenue site where the former fire station sites. The project includes four single family homes and four townhomes, each townhome with an accessory apartment. The project includes a shared parking lot to the rear at 1364 Woodside. Council additionally asked staff to consider different approaches to construction to better understand the community impact/disruption as well as cost of construction. This project is considered Phase I of the Lower Park Avenue Housing Redevelopment.

The timeline for both Phases has been further developed and will be presented to City Council at their work session meeting on this same date.

Respectfully:

Jonathan Weidenhamer, Economic Development Manager

RDA
Staff Report

PARK CITY 1884

Subject:	**Contract for Design and Construction Administration of 1353 Park Avenue (Fire Station parcel) and 1364 Woodside Avenue.**
Authors:	**Steve Brown**
Department:	**Sustainability**
Date:	**March 16, 2017**
Type of Item:	**Administrative – Award of Contract**

Summary Recommendation

Authorize the City Manager to expand and enter into a professional service provider agreement in a form approved by the City Attorney's Office with Elliott Workgroup Architecture LLC, in an amount not to exceed Two Hundred Sixty Six Thousand Six Hundred Thirty Four Dollars ($266,634). The contract will include full design, including traditional, SIPS and modular options as well as construction administration and survey and platting work for both the Park Avenue fire station parcel (1353 Park Avenue) and 1364 Woodside Avenue.

Executive Summary

City Council is being asked to consider expansion of scope of a contract that was approved on January 5, 2017, but not yet executed. This gap has not impacted the design nor anticipated construction timeline. The January 5, 2017 report outlines in great detail the procurement process and scope: (link, p.129). The expanded scope will allow for additional design (to explore modular options) and necessary platting and survey work.

On August 25, 2016, the City Council directed staff to pursue an affordable housing project on the Park Avenue site where the former fire station sites. The project includes four single family homes and four townhomes, each townhome with an accessory apartment. The project includes a shared parking lot to the rear at 1364 Woodside. Council additionally asked staff to consider different approaches to construction to better understand the community impact/disruption as well as cost of construction. This project is considered Phase I of the Lower Park Avenue Housing Redevelopment.

The timeline for both Phases has been further developed and will be presented to City Council at their work session meeting on this same date.

Acronyms

EWG	Elliott Work Group
HDDR	Historic District Design Review
PCMC	Park City Municipal Corporation
RDA	Lower Park Avenue Redevelopment Authority
RFP	Request for Proposals
SIPS	Structural Insulated Panels

The Opportunity

The City has secured approximately 2.2 acres of contiguous property between Park and Woodside Avenues in the 1300 block. City Council has identified approximately $40 million to pursue their critical goal of creating affordable housing. The Council has also approved $4.5M in the LPA portion of the Capital budget for a recreation/community center to be located at the City Park.

Alternatives for City Council to Consider

Recommended Alternative: Staff recommends that City Council approve a contract with Elliott Workgroup for the Design and Construction of the Fire Station and 1364 Woodside Parcels, along with the expanded scope of modular design (an additional $25,000), platting and survey work (an additional $16,000).

Pros

A. Modular construction may reduce the duration of the construction.
B. This keeps the modular option available as a bid alternative.
C. When coupled with the anticipated approval of a contract with a general contractor on March 30, we may be able to narrow our preferred construction method and not need to use the entire $25,000.

Cons

a. Early indications are that modular construction may cost a bit more than conventional stick framing.
b. Early indications are that modular construction may only save 2-4 weeks.

Consequences of the recommended alternative – We may use the entire amount to ensure we can bid multiple types of construction, despite lack of certainty that there will be shortened construction duration or cost savings. However, staff believes that the scale of this project and the relatively minimal cost to design both options this is the right time to go through this exercise when compared to the anticipated scale (and cost) of exploring similar options the next anticipated city housing projects.

Alternative to not expand scope for modular design: The City Council could choose to not expand scope for modular. The survey work however, is essential to the construction process, it needs to be included if Council intends to move forward.

Pros

a. Would not potentially have a $25,000 spend from the Housing budget.
b. Many contractors have not constructed modular units. This would limit options to traditional stick framing which all contractors are familiar and comfortable with, or SIPS construction.

Cons

a. Would preclude pursuit of modular option.
b. Would add additional design work on a pretty tight timeline.

c. If we want to explore modular on another housing project, it is likely due to the scale of anticipated projects, the cost may be significantly higher.

Background

City Council approved a contract for construction design and administration on January 5, 2017, but that contract was not executed as the Economic Development Manager and Community Development Director conducted final review of the contract. During that time it became apparent that additional scope must be added to continue progress. This however, has not slowed down the design nor anticipated construction timeline. The proposed, expanded scope was considered in the initial RFP for services. Rather than finalize execution of the original scope and then process addendums for the change orders, staff is presenting an overview of scope expansion of the yet to be executed contract to allow Elliott Work Group (EWG) and their consulting engineers to complete the work.

On October 20, 2016 Council provided direction on the design details of Phase 1 - housing at the former fire station parcel, including (link).

On December 1, 2016 the City Council provided preliminary direction on the preferred concept for affordable housing on the City property between Woodside and Empire Avenue referred to as Phase II housing (link, p.6).

Analysis

The first change is to address not only the more traditional stick frame and SIPS methods currently being designed, but to expand scope to provide specifications necessary to instruct potential bidders on the modular construction method. This scope expansion will be in the amount of $25,000. The primary purpose is to qualify and quantify the construction cost differential between the traditional and modular methods.

Staff acknowledges that the narrative on modularity is not definitive regarding the cost implications. We believe that either through working with the general contractor (Council will consider a contract for hiring a construction manager at risk to assist in pre-construction on March 30) or the market via seeking dual bid alternatives will test merits of this option. The perceived or hoped benefit of modular could be a shorter site disturbance time frame during construction. Including the contractor as we finalize the design process may help us identify a preferred construction approach prior to bidding and therefore preclude us from actually going through full design on the modular option, therefore saving us from spending the entire $25,000.

The scope expansion will also include necessary survey work to address topographic and existing conditions as well as subdivision and condominium plat work. That scope expansion would be in the amount of $16,000 for a total scope expansion of $41,000 beyond the contract originally approved by Council on January 5, 2017.

Department Review

Budget, Legal and City Manager.

Attachments

A	Updated EWG scope including scope expansion

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Fee Proposal
03/02/2017 Revised

Woodside Park - Phase I
PCMC

Fee Basis		WP Phase I	1364 Woodside
Estimated Construction Cost without Permits and Fees		$2,485,445.00	
Basic Services - title 1 services			
Schematic Design	15.00%	$25,165.00	$8,680.00
Design Development	20.00%	$33,554.00	$11,570.00
Construction Documents and Bidding	45.00%	$75,495.00	$23,150.00
total title 1 fee	**80.00%**	**$134,214.00**	**$43,400.00**
Basic Services - title 2 services			
50% Construction Complete	10.00%	$16,777.00	$7,233.00
Closeout	10.00%	$16,777.00	$7,233.00
total title 2 fee	**20.00%**	**$33,554.00**	**$14,466.00**
Total Title 1&2 A/E Fee (Basic Services Fee)	**6.75%**	**$167,768.00**	**$57,866.00**

Complexity of Scope & Complexity of Consultant Fees	
Environmental Assessment/ Mitigation and Geotechnical Investigations (by Owner)	$0.00
Topographic & Existing Conditions Survey, Subdivision Plat, Condominium Plat	$16,000.00
Modular Design Documents	$25,000.00
Total Complexity Fees	**$41,000.00**

Total A/E Project Fee	**$266,634.00**

Fees Include:
Architectural, Landscape, Civil, Structural, Electrical, Mechanical and Plumbing Engineering services.

Not Included:
Not Included in the Basic Services are amounts to cover Direct and Reimbursable costs such as printing and travel.

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A/E Fee Schedule

Woodside Park - Phase I

Consultants	*% of A/E Fee*	*Total*
Architecture	67.88%	**$113,885.84**
Structural Engineering	12.00%	$20,132.16
Mechanical Engineering	7.00%	$11,750.00
Electrical Engineering	8.94%	$15,000.00
Civil Engineering	4.17%	$7,000.00
Total A/E Fees	**100.00%**	**$167,768.00**

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Construction Cost

Woodside Park - Phase I

Floor Level		*SF*	*$/sf*	*Total*
Woodside Park - Phase I				
(Unit 1)	1333 Park Ave	1,198	$219	$262,890.00
(Unit 2)	1353 Park Ave	656	$240	$157,530.00
(Unit 3)	1343 Park Ave	1,552	$210	$326,220.00
(Unit 4)	1334 Woodside Ave	2,527	$187	$472,950.00
(Units 5,6,7&8)	1354 Woodside Ave	6,640	$191	$1,265,855.00
Totals		12,573	$198	$2,485,445.00

Note:
Construction Cost does not include, Soft Costs such as:
General Conditions & Overhead, permits, fees and testing, soft costs, contingency, escalation or owner's reserve.

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Hourly Rates

Woodside Park - Phase I

Category	*Billing Ratel*	
Principal	$200	per hour
Associate	$165	per hour
Project Architect	$140	per hour
Design Staff 1	$125	per hour
Design Staff 2	$90	per hour
Design Staff 3	$60	per hour
Clerical	$90	per hour

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Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

February 6, 2017

Mr. Steven Bruemmer
Elliott Workgroup

RE: Woodside Park Phase 1

Dear Mr. Bruemmer:

Thank you for the opportunity to provide surveying services for the Woodside Park phase 1 project. Included are the following tasks:

1.	Existing Condition and Topographic Survey	$ 5000
2.	Subdivision Plat	$ 3500
3.	Condominium Plat	$ 7500

Total = $ 16,000.00

Sincerely,

ALLIANCE ENGINEERING

Michael Demkowicz, PE

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Work Plan / Fee Schedule

Woodside Park - Phase I

Project:

The project Woodside Park - Phase I, Located at 1354 Woodside Avenue, in Park City, Utah, and consists of the following:

a.) Demolition of the existing Fire Station and Storage Building,

b.) Historic Renovation of the existing 1333 Park Avenue Residence,

c.) the Historic Re-Construction of 1323 Woodside Avenue Residence at 1353 Park Avenue,

d.) the new construction of a single family dwelling at 1343 Park Avenue,

e.) the new construction of a single family dwelling at 1334 Woodside Avenue,

f.) and the new construction of a multi-family residential at 1354 Woodside Avenue.

Parking for this Project is proposed for the adjacent 1364 Woodside Avenue which shall be coordinated under a separate contract, but may be added to this project scope under Additional Services.

The Architect agrees to perform basic services on behalf of the Owner, including usual and customary landscape, civil, structural, mechanical, electrical, and plumbing engineering services:

The Architect's Basic Services Fees are based upon the a "Fire Station Parcel" conceptual design, as selected by the Park City Council. The Project area identified as Woodside Park - Phase I, includes the following proposed units, with associated address for each:

Woodside Park - Phase I
(Unit 1) 1333 Park Ave. - Historic Single Family Dwelling
(Unit 2) 1353 Park Ave. - Historic Re-construct Single Family Dwelling (1323 Woodside)
(Unit 3) 1343 Park Ave. - New Single Family Dwelling
(Unit 4) 1334 Woodside Ave. - New Single Family Dwelling
(Units 5,6,7&8) 1354 Woodside Ave. - New Multi-Family Dwelling

Work Plan / Fee Schedule

1. Title 1 - Schematic Design and Design Development Services

Scope: The Architect shall provide all required design services based upon the Owner's program and construction budget. The design services of the Architect shall include diagrams, sketches, and drawings to illustrate and define the aesthetics and size of the project.

Schematic Design	$25,165.00
Design Development	$33,554.00

2. Title 1 - Construction Documents and Bidding

Scope: The Architect shall prepare construction documents consisting of drawings and specifications, including plans, elevations, details, and sections, sufficient in detail to bid and construct the project.

The Architect shall assist the Owner in the preparation and assembly of documents to be issued for bids. The selection of the Contractor for the project shall be made by the Owner.

Construction Documents and Bidding	$75,495.00

Work Plan / Fee Schedule

3. Title 2 - Construction Contract Administration

Scope: The Architect shall provide construction administration services on behalf of the Owner during the construction phase of the project.

Such services shall include the following:

1. Site Observation: The Architect shall visit the site at intervals as the Architect reasonably deems to be appropriate, or as stated in Section 15, to observe if construction is generally in accordance with the construction documents.
2. Submittals: The Architect shall review Contractor's and its subcontractors' shop drawings, product data and samples for conformance with the design intent indicated on the construction drawings. The Architect shall not review the submittals for dimensions, quantities, coordination of components, the adequacy or completeness of the shop drawing details, or performance of materials or equipment indicated on the submittals. Review of the submittals shall not constitute approval of any construction means, methods, procedures, techniques, sequences, or safety precautions or procedures, since these are the sole responsibility of the Contractor.
3. Changes in Work: The Architect shall prepare Change Orders and Construction Change Directives for changes in the Work. Such Change Orders and Construction Change Directives shall be approved by the Owner prior to any work on the changes being performed. The Architect may order minor changes to the Work which do not affect the Contract Sum or the Contract Time.
4. Review of Contractor's Requests for Payment: The Architect shall evaluate the Contractor's requests for payment, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project. The Architect's Certification for Payment represents to the Owner, that based on the Architect's evaluation of the work installed and the data presented for payment, to the best of the Architect's knowledge, information and belief, the Contractor is entitled to payment.
5. Rejection of Nonconforming Work: The Owner shall have the authority to reject nonconforming work installed by the Contractor. The Architect shall bring any known nonconforming work to the attention of the Owner.

6. Access to Project Site: The Architect shall have access to the project site at all times.
7. Determination of the Dates of Substantial Completion and Final Completion: Upon notification by the Owner, the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion. The Architect shall not make any other inspection(s) at the project site, unless specifically requested to do so in writing by the Owner. Such requested inspection(s) shall be performed as an Additional Service(s).

Services up to 50% of ConStruction Complete	$16,777.00
Construction Completion and Close Out	$16,777.00

Total Title 1&2 A/E Fees	$167,768.00

Timeline for completion of the project shall be coordinated with the client's project goals and timeline requirements for the Fire Station Parcel.

Work Plan / Fee Schedule — 1364 Woodside Avenue

1. Phase I - Concept and Schematic Design Services

Scope: Concept and Schematic Design Services shall be provided as per the the requirements of the RFP and as follows:

a. Definition of the Scope of Work for the project within budget parameters

b. Development of Schematic Design documents and a computer generated rendering of a selected concept plan and site plan alternatives.

Tasks: The Vacant lot shall be developed and likely combined with the adjacent Fire Station parcel to with a compatible neighborhood concept.

Phased construction may develop a parking lot for up to two years before building the designed units. Services shall include Historic District Design Review and application process and obtaining governmental approvals.

Concept and Schematic Design Services	70 hrs
Lump Sum	$8,680

2. Phase II - Design Development and Construction Documents

Scope: Design Development and Construction Documents shall be provided as per the requirements of the RFP and as follows:

a. Provide Design Development drawings

b. Secure necessary approvals from regulatory agencies for permits

c. Prepare Construction Document drawings

Tasks: Design Development and Construction Documents.

The Architect shall process and obtain governmental approvals and permits with Park City Community Development.

Concept and Schematic Design Services	278 hrs
Lump Sum	$34,720

Work Plan / Fee Schedule 1364 Woodside Avenue

3. Phase III - Construction Contract Administration

a. Construction Contract Bidding Services and Bid Documents

b. Performance of Construction Contract Administration during construction

c. Record drawings and project manual, including technical specifications

d. Performance of Construction Contract Administration for project close out.

Tasks: Construction Contract Administration.

The Architect shall coordinate Construction Contract Bidding Services and Bid Documents, assisting the Owner in the selection of a General Contractor. Construction Contract Administration Services shall be provided through out construction. Record Drawings, Project Manuals and Project Close Out Services shall be provided.

Concept and Schematic Design Services	116 hrs
Lump Sum	$14,466

Total Hourly Not To Exceed Fees	$57,866

Timeline for completion of the project shall be coordinated with the client's project goals and timeline requirements for the adjacent Fire Station Parcel.