



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
December 14, 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, December 14, 2017.

CLOSED SESSION

1:30 p.m. Discuss Property, Personnel and Litigation

WORK SESSION

3:20 p.m. Council Questions and Comments

3:30 p.m. – Review Community Center Conceptual Design **PAGE 6**

4:15 p.m. – Library & Mawhinney Lot Parking Update **PAGE 22**

4:30 p.m. – Project ABC - Arts, Beauty, Culture Update **PAGE 29**

5:00 p.m. – Review Arts & Culture District Recommendations by Webb Management **PAGE 67**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

- Transit & Transportation Projects Implemented December 2016-17 **PAGE 111**
- Park Avenue Re-Construction Project Update **PAGE 114**

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from November 16, 2017
PAGE 120

V. CONSENT AGENDA

1. Request to Approve the Following Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2018 Sundance Film Festival:

PAGE 131

Applicant Name	Location Address
To Be Approved	
Slamdance	255 Main Street
Done to Your Taste	268 Main Street
Done to Your Taste	268 Main Street
Done to Your Taste	268 Main Street
Done to Your Taste	260 Main Street
Done to Your Taste	260 Main Street
Done to Your Taste	260 Main Street
Top Shelf Services/Intel Studio	558 Main Street
Brilliant Consulting/CAA House	573 Main Street 2nd Floor
Top Shelf Services/Vulture Studio/NY Magazine	591 Main Street
Brilliant Consulting/Amazon Video Direct Lounge	301 Main Street
Utah Film Studios (wk 1)	4001 Kearns Blvd
Utah Film Studios (wk 2)	4001 Kearns Blvd
Durkin Entertainment	255 Main Street
Movie Media Group/Beyond Cinema (wk 1)	305 Main Street
Movie Media Group/Beyond Cinema (wk 2)	305 Main Street
Legion M	322 Main Street
Chefdance	427 Main Street
Top Shelf Services/ iTunes Movie House	657 Park Avenue
Top Shelf Services/ Vulture Studio	591 Main Street
Top Shelf Services/ TAO @ the Yard	1251 Kearns Blvd
The Collective Hand/ YouTube	628 Park Avenue
DC Berridge, LLC/AT&T	660 Main Street
A-List Communications	890 Main Street
Previously Approved	
Utah Film Commission/Park City Film Series	625 Main Street
Egyptian Theater	328 Main Street
Egyptian Theater	328 Main Street
Egyptian Theater	328 Main Street
Top Shelf Services/IMDB	570 Main Street
Top Shelf Services/New Frontier (wk 1)	1401 Kearns Blvd
Top Shelf Services/New Frontier (wk 2)	1401 Kearns Blvd

Top Shelf Services/ Acura (wk 1)	475 Swede Alley
Top Shelf Services/ Acura (wk 2)	475 Swede Alley
Top Shelf Services/ Dell	528 Main Street
Top Shelf Services/ ASCAP (wk 1)	573 Main Street
Top Shelf Services/ ASCAP (wk 2)	573 Main Street
Precious Entertainment	738 Main Street
Sundance Institute (week 1)	1895 Sidewinder
Sundance Institute (week 2)	1895 Sidewinder
Alfwear /dba Kuhl	333 Main Street
Brilliant Consulting/Stella Lounge	364 Main Street
Brilliant Consulting/Grey Goose Blue Door	449 Main Street
Brilliant Consulting/Chase Sapphire	573 Main Street
Sundance Institue/The Shop (week 1)	1167 Woodside Avenue
Sundance Institue/The Shop (week 2)	1167 Woodside Avenue

2. Request to Approve the Following Type 2 Convention Sales License (CSL) Applications for Operation During the 2018 Sundance Film Festival: **PAGE 137**

Applicant Name	Location Address
To Be Approved	
Slamdance	255 Main Street
Movie Media Group/Beyond Cinema	305 Main Street
Montana Film Office	305 Main Street
Arizona Film Office	305 Main Street
Savannah Film Office	305 Main Street
Oklahoma Music & Film Office	305 Main Street
Miami Dade Cultural Office	305 Main Street
Maine Film Office	305 Main Street
Texas Film Office	305 Main Street
Idaho Filmmakers Coalition	305 Main Street
Buffalo, NY Film Production	305 Main Street
New York Magazine/The Vulture Spot	591 Main Street
Previously Approved	
Calii Love Inc.	900 Main Street
NVE Inc	692 Main Street
The Hollywood Reporter	692 Main Street
Precious Entertainment	738 Main Street
RAADD-Recording Artists Against Drunk Driving	738 Main Street

The Sunshine Company	540 Main Street
A & E Networks	540 Main Street
PMC-IndieWire	625 Main Street
Deadline Studio/Lucy Stepp	900 Main Street
Screen Vision	900 Main Street

3. Fiscal Year 2017 Comprehensive Annual Financial Report (CAFR) Acceptance
PAGE 142

4. Request to Authorize the City Manager to Execute Contract Change Order No. 12 to the Construction Contract with Granite Construction for Construction of the Lowell Avenue Re-Construction Project in a Form Approved by the City Attorney and for an Amount of \$42,897.86 **PAGE 147**

5. Request to Authorize the City Manager to Sign Two-Year Lease Agreements with TCF Equipment Finance, Brokered through Lewis Bus Group, for One Cutaway Vehicle and One Transit Van in the Amount of \$109,000.00, in a Form Approved by the City Attorney
PAGE 158

VI. NEW BUSINESS

1. Consideration to Elevate Social Equity from a Top Priority to a Critical Priority **PAGE 179**
(A) Public Input (B) Action

2. Request to Authorize the City Manager to Enter into a Memorandum of Understanding (MOU) between Summit County and Park City Municipal for a Contribution for a Mental Health Coordinator in the Amount of \$60,000 in a Form Approved by the City Attorney's Office **PAGE 190**

(A) Public Input (B) Action

3. Request to Authorize the City Manager to Enter into a Three Year Professional Services Agreement between Park City Municipal Corporation and Kane Consulting Group, Inc., for Pedestrian and Traffic Management Services as Related to the 2018, 2019, 2020 Sundance Film Festival Time Period, in a Form Approved by the City Attorney that Shall Not Exceed \$427,138.75 **PAGE 203**

(A) Public Input (B) Action

4. Consideration to Approve Ordinance No. 2017-65, an Ordinance Amending Title 4, Licensing, Chapter 2, Business Licensing in General, Section 15 Vibrant Commercial Storefront, in HCB and HRC, of the Municipal Code of Park City, Utah **PAGE 224**

(A) Public Hearing (B) Action

5. Consideration to Approve the Wattsmart Communities Memorandum of Understanding with Rocky Mountain Power in a Form Approved by the City Attorney **PAGE 242**

(A) Public Input (B) Action

VII. ADJOURNMENT

VIII. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Park City Heights Update and Request for Fee Waivers by Ivory Homes for Affordable Housing **PAGE 251**

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: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council direction from September 14, 2017 focused on a middle program that provided a desired level of service/program for the summer camp (120 children), seniors, community flex space, as well as exterior recreation and play. Specific direction was given to make the building as efficient (an inexpensive) as possible, while not sacrificing the desired level of service.

Staff, including the Capital Budget, Debt and Grant Manager recommend that Council direct staff to continue with the design process with the goal of bringing a completed schematic design and budget into the FY 2019 capital budget process in February 2018.

Staff is currently contemplating bringing a mid-year capital update to Council in early February. The discussion would allow an early peek into anticipated capital costs with the goal of to see how the project aligns with other projects and Council goals.

Respectfully:

Matthew Twombly, Senior Project Manager

RDA Staff Report



Subject: Community Center Conceptual Design
Author: Matt Twombly, Kim Clark
Jonathan Weidenhamer, Ken Fisher
Department: Sustainability, Recreation
Date: December 14, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends City Council consider the concept designs presented by the design team of Sparano and Mooney based on the Council supported level of programming developed for the Community Center, including the building and necessary site and recreation improvements during the scoping phase. Staff also recommends City Council provide preliminary support for the proposed budget and direct staff to further develop the design with the intent to complete Schematic Design and refined cost estimates in coordination with the other capital projects in early 2018.

Executive Summary

City Council direction from September 14, 2017 focused on a middle program that provided a desired level of service/program for the summer camp (120 children), seniors, community flex space, as well as exterior recreation and play. Specific direction was given to make the building as efficient (and inexpensive) as possible, while not sacrificing the desired level of service.

Staff, including the Capital Budget, Debt and Grant Manager, recommend that Council direct staff to continue with the design process with the goal of bringing a completed schematic design and budget into the FY 2019 capital budget process in February 2018.

Staff is currently contemplating bringing a mid-year capital update to Council in early February. The discussion would allow an early peek into anticipated capital costs with the goal of seeing how the project aligns with other projects and Council goals.

Acronyms

CIP	Capital Improvement Plan
FY	Fiscal Year
\$M	Million Dollars
MRFMP	Mountain Recreation Facility Master Plan
PCMC	Park City Municipal Corporation
RDA	Lower Park Avenue Redevelopment Authority
RFP	Request for Proposals

The Opportunity

The construction of the Community Center is essential to the overall timeline to relocate the existing senior facility and begin construction of the Woodside Park Phase 2 affordable housing development, located where the existing senior center is on Woodside Avenue. In addition to the relocation of the senior facility there is identified recreation, senior and community needs for a new Community Center in City Park. The Summer Day Camp program is currently at capacity and a larger facility is needed to meet the demand for the program. If the Community Center project is not completed before the Woodside Avenue project begins, the City may need to provide temporary senior facilities in the interim.

Background

A more detailed background with links can be found attached as Exhibit D.

The goal of the project is to build a flexible, multi-use community center to meet the programming needs of the seniors, provide a summer day camp for up to 120 children, and provide space when available to meet the various and diverse needs of the community. The community center is being built to support the complete community concept in Park City, as referenced in PCMC's Biennial Strategic Plan (<http://www.parkcity.org/Home/ShowDocument?id=10647>).

Per previous direction from City Council, the building is intended to be a home primarily for the youth camp and seniors, and when not in use for these two primary tenants, the space will be available for general recreation and then community uses. It is expected that each primary tenant will need some "exclusive" spaces, especially the seniors, including warming kitchen, pantry, lounge area, tables for dining and restrooms.

On December 22, 2016, in an update with City Council liaisons, staff described a project approach and conveyed that the new building would affect the rest of the existing playground and park facilities. To that end the liaisons led a discussion on September 14, 2017 with the entire City Council on use of existing/future City Park funding to rebuild the playground areas and associated levels of service goals for general recreation and play. City Council provided mixed input on reducing the scope or raising the budget on January 12, 2017: ([1.12.17 minutes](#), p. 2-4).

In June 2017, City Council approved a \$4.5 million budget for the community center building with the adoption of the FY 2018 CIP and RDA budget. The design contract was written to include two options, both a total estimated project cost at City Council's full desired level of service; and a project with reconciliation to the \$4.5 million budget. Staff returned to Council with those options and a third middle option quantified to program goals and priced on September 14, 2017.

The update also identified other necessary project costs to replace the playground, volleyball and basketball courts. Council direction was to pursue summer recreation programs for 120 kids, senior programming for up to 80 for lunch with a deep dive into building efficiencies where flex spaces could be used to increase senior and community

functions when possible, rebuilding by pushing north into the rugby field, the park play functions (volleyball, basketball, and playground) while aiming for the smallest budget possible. Ideas such as deferring the splash pad were discussed.

There has been extensive discussion on the programming and scoping for the project to date. Since the September 14, 2017 meeting the project has been in the conceptual design phase or Phase 1 of the Project Development Process attached as Exhibit C. The Budget staff is planning to reevaluate the CIP project budget early in 2018 as part of the budget process to see how the Community Center aligns with the other projects namely RDA and affordable housing.

Project Goals

The project goals as outlined in the request for proposals (RFP) for the architect are:

- Focus on the youth recreation and seniors as the primary tenants, respecting independent and shared space for each group;
- Construct a community center that is oriented to respect the Park and is low profile in design, scale and materials in order to enhance but the architecture shall be subordinate to the Miners Hospital;
- Develop a well-connected, flowing, walkable campus between the library, Skate Park, Historic Miner's Hospital building, and new community center with consistent way finding (both conscious and unconscious);
- Provide a successful, civic multipurpose center;
- Consider traffic, access, drop off and Park circulation carefully and provide alternatives to minimize impacts on the campus of vehicles;
- Design and construct the building within the proposed budget of \$4.5 million;
- Design to actual needs that stresses the efficiency of space.
- Minimize the time the seniors are displaced;
- Build on the information gathered from the public;
- Establish and meet project budget; and
- Build and commission to on-site Net-zero standard.

Alternatives for City Council to Consider

Staff recommends that City Council consider the various levels of programming, conceptual design/floor plans, necessary site and recreation improvements for the Community Center and timeline. Council should consider the following alternatives:

1. **Recommended Alternative:** Staff recommends that the City Council review the proposed conceptual designs and direct staff to move into schematic design of the Community Center, while the project team continues to work on making the building as efficient as possible and see how the budget aligns in the budget process.

Pros

- a. Finalizing the concept design will allow the project team to begin the schematic design process toward the goal of construction of the Community Center, which is the preliminary step in moving the Senior Center in order to develop Woodside Park.

- b. The more detail will provide a more thorough budget analysis.

Cons

- a. Any increase to the project budget will have an impact on other projects funding levels currently allocated within the Lower Park RDA and 5 year CIP. The majority of funding in the RDA is dedicated to affordable housing goals.

- 2. **Alternate Recommendation:** Provide direction to further refine the conceptual design prior to proceeding into schematic design.

Pros

- a. The project team could look at additional design changes in order to help meet the (existing) \$6.2 million budget.
- b. Council will have additional review in the conceptual design process.

Cons

- a. This will require additional design at the concept level.
- b. This will require additional time and cost to the project.

Analysis

➤ Recreation Level of Service

The Mountain Recreation Facility Master Plan (MRFMP) [link](#) P. 11-13 was a very high level look at community needs for the entire basin and the impacts of the proposed building on the existing site features were not carefully considered as part of that plan.

Outdoor Rec Space (Playground) Options

The Full Program in Exhibit B has a 15,000 sq. ft. playground area at an estimated cost of around \$480,000 which matches the square footage of the existing fenced area on the west side of the current building. This space would allow for a larger play area than the existing playground due to the amount of landscaping currently in the space.

Rebuilding a playground of similar size is the minimum recreation staff would recommend and is the highest priority of any of the recreation amenities. A shortage of four playgrounds was identified in the 2011 Recreation Facility Demand Study that was completed in 2011 by Zions Public Finance. A link to the study can be found at ([Link](#) pg. 7).

Sand Volleyball & Basketball Court

Along with the playground these are well utilized by the community and identified in the 2011 Recreation Facility Demand Study ([Link](#) pg. 7) as having a shortage of four outdoor basketball courts and four sand volleyball courts.

The current outdoor basketball court in City Park is the only outdoor court in the city limits. It currently is a very small court that is well utilized by the summer day camp and

the public. If this court was eliminated it would be a top priority to replace it. Currently the recreation department does not program this space outside of day camp use.

The two sand volleyball courts on the south side of the current building are well utilized by the community as well as programmed by the recreation department. The department currently offers a summer sand volleyball league that could expand if more courts were available. A loss of sand courts would cause a drop in the level of service.

Indoor Multi-Purpose Space

The recommended program allocates 3,074 sq. ft. for a multi-purpose space that would give the Day Camp space to provide indoor activities. This space would also be used for expanded recreation programs such as dog obedience, group fitness classes and senior programming. This space would enable the day camp to expand to 120 children.

Splash Pad

The splash pad is the lowest priority for recreation staff and has been removed from the concept design to help reduce the budget goal and because of the impact to park space for other amenities such as volleyball.

Impact on Fields

If the community center and associated amenities take a larger footprint than the existing space, recreation is supportive of the project expanding to the north of the existing building. The primary use of the field in the park is for adult softball which would not be impacted.

Currently the field is not scheduled on a regular basis outside of softball as most league play and games occur at facilities that have multiple fields.

➤ Senior Level of Service

Throughout the outreach process conducted with the seniors and other community members, there have been a number of comments received regarding the future activity programming available to the seniors. As mentioned previously, the senior population is growing. Currently, there are 79 Park City senior center members listed in the Mountainland database. Of these 79 members, 24 (30%) live within the city limits (noted by the 84060 zip code). It should be noted that there is interest in participating in organized activities from the aging community outside of the senior center membership.

Currently the number of lunches served is generally in the neighborhood of 35-45 seniors attending lunches twice a week. For the holiday/celebratory lunches the numbers increase to approximately 80 lunches served. The anticipated number of seniors for lunch is expected to increase to 120 at the most. The large numbers may only need to be accommodated a few times a year. The larger lunches and celebrations can be accommodated in the adjoining flexible space.

It is important to the senior community to have a place to call their own. This would be an area with pool tables, areas to play cards and put together puzzles, space for

exercise classes and an area to socialize with comfortable seating. This area could also serve as a location for lunches with a smaller group to keep the intimate feeling that the participants currently enjoy. The other important elements important to the seniors that should be their own include locked pantries, office area to secure documents, and restrooms.

City staff has been coordinating with the members of the senior center as well as with seniors that do not currently attend the center regarding the senior programming of the new community center to be located in City Park. There have been a number of ideas for additional programming such as additional exercise classes, arts and crafts, social hours, additional outings, and technology assistance. Thoughts have also been expressed to keeping the center similar to what it is today. Some seniors have voiced concerns regarding staffing of the community center if the senior amenities were offered more than two times per week. Taking all of these ideas into account, the seniors, as well as the community as a whole, would benefit from areas that are flexible and expandable for the various activities. The flexibility of the new center is key in accommodating the growing diverse senior populations as well as other members of the community when space is available.

Community/Flex LOS

Throughout the outreach efforts for the Lower Park Avenue area, most community members indicated that City Park and the surrounding area is 'their' place for community. While the new community center is meant to meet the primary needs of the seniors and the youth program, there will be enough down time at the community center where additional community members will benefit from this great resource. When not in use by the primary tenants, the community would be able to use this space as an extension to the library, for gatherings of friends, for classes, non-profit small group events and for the large events that define our community such as the July 4th and Miners Day holidays. The layout of this space would be a huge asset in creating the complete community.

The members of this community have many diverse interests and in many ways act as their own instigators for events. This includes seniors that may not participate in a formal program, families that may not have enough room for special celebrations, and individuals that would like to share special interests such as art, cooking, knitting, etc., and groups that want to organize volunteer events. This space would provide additional space to grow the recreation program with community classes including yoga, dog training, etc.

Taking these possible uses into account would provide a strong level of service for the community. Since the September 14, 2017 meeting, the project team further refined the programming, scope and developed concept floor plans to reduce the building square footage and overall project budget. The currently proposed building floor plans are approximately 13,400 square feet. The concept floor plans and site plan are attached as Exhibit A. As the drawings are still in concept the team is still adjusting the

circulation, egress, overall layout, façade shifts and flexibility to achieve the most efficient building layout in order to reduce costs.

➤ Funding Background:

Funding for the proposed Community Center has been allocated as part of the 5-year CIP in the Lower Park Avenue Redevelopment Area (RDA) budget. The amount was originally recommended to City Council and approved after a review of the projected revenue and expenditures in the Lower Park RDA financial model. The model forecasts the anticipated revenue over the 15-years life of the RDA in order to determine the amount of debt which may be leveraged against the anticipated tax increment. The RDA budget and Capital Improvement Plan has been prepared and prioritized to align with City Councils priorities and goals.

Budget

The concept program by Elliott Work Group on February 14, 2017 identified a 15,661 sf building. When it was decided that the senior and community uses were to be combined with the recreation uses, City staff combined the currently available budgets for the initial request of \$4.5 million and other available funds to develop a project budget of \$6.2 million.

This additional funding potentially included RDA funding allocated for the renovation of the Miners Hospital, ongoing RDA allocation for City Park improvements and collected parks impact fees. This was based on an understanding that the new facility would necessitate rebuilding the playground and likely the existing volleyball and basketball courts, which was not contemplated/budgeted for in the Rec. Master Plan. Staff's recommended approach to this includes:

\$4,500,000	LPA Funds Recreation Building in City Park
\$750,000	LPA Funds Senior Community Center (\$1M currently budgeted for Miners Hospital).
\$285,000	LPA Funds (City Park CIP)
\$500,000	LPA Funds (currently allocated ongoing to City Park, \$100K per year).
<u>\$165,000</u>	<u>Parks Impact Fees (currently allocated to Park Improvements).</u>
\$6,200,000	Total

At the September 14, 2017 meeting staff presented three scenarios with a \$6.2 million option, a \$7.9 million option and a \$9 million option. The \$6.2 million option did not even replace the current level of service for recreation or seniors. Council directed staff to provide an enhanced level of service for the summer day camp and community flex space in addition to meeting current senior needs with the opportunity to expand into the flex space as needed, caveated with a firm push to make the building as efficient as possible, finding every way to maximize multi use spaces

The original intent was to finalize scope and in time for the FY 18 budget (July, 2017) however as we've had continued discussions refining scope and preferred building program we are just now finalizing scope. The rising cost of construction in Park City is a major concern for this project and all projects the City is currently considering. As

price per sq. ft. continues to climb, due to outside construction pressure throughout the state, mostly labor and materials, depending on the level of programming selected, the available funding source and the effects on other projects within the 5-year CIP will need to be evaluated as the project budget is adjusted. As the design progresses and cost estimates are further developed staff will continue to evaluate estimated project costs, potential project reductions and potential revenue sources which might be used to complete this project.

Budget staff will be returning to Council in the new year with a review of all capital projects; this project will be included in that discussion.

Schedule

The schematic design process will begin at the completion of the conceptual design process. The Planning Review process will likely begin during or at the completion of the schematic design phase. The design process is outlined in Exhibit C. It is anticipated that construction will begin in 2019 and a plan developed for displacing the day camp or starting after the camp is over. It is really quite early to place any detail to a schedule at this point. However, a very tentative schedule is included as Exhibit B

Department Review

Legal, Sustainability, Budget, Recreation and City Manager.

Funding Source

Funding for the proposed Community Center has been allocated as part of the 5-year CIP in the Lower Park Avenue Redevelopment Area (RDA) budget. The amount was originally recommended to City Council and approved after a review of the projected revenue and expenditures in the Lower Park RDA financial model. The model forecasts the anticipated revenue over the 15-years life of the RDA in order to determine the amount of debt which may be leveraged against the anticipated tax increment. The RDA budget and Capital Improvement Plan has been prepared and prioritized to align with City Councils priorities and goals. The Community Center project was recommended for funding within the RDA because it replaced/remodeled existing facilities which were in need of renovation (City Park Recreation Building and Senior Center) and because the project would allow for the relocation of the Senior Center and facilitate Councils critical housing project at the Woodside Phase II location.

In determining the budget for this project, Council must consider that funding renovation above the target budget of \$4.5 million will require a reduction in other targeted project budgets in the RDA plan, including the \$40 million anticipated for affordable housing or allocating funding from sources other than the RDA. Many of those sources are identified above in the \$6.2M discussed above. Affordable housing continues to be the critical priority of project funding in the RDA.

Council should consider the timing of this project in the context of the current affordable housing plan and project timelines. Council may choose to reevaluate the timing of this

project and the Woodside Park Phase II project as project budgets are developed in February during schematic design.

Attachments

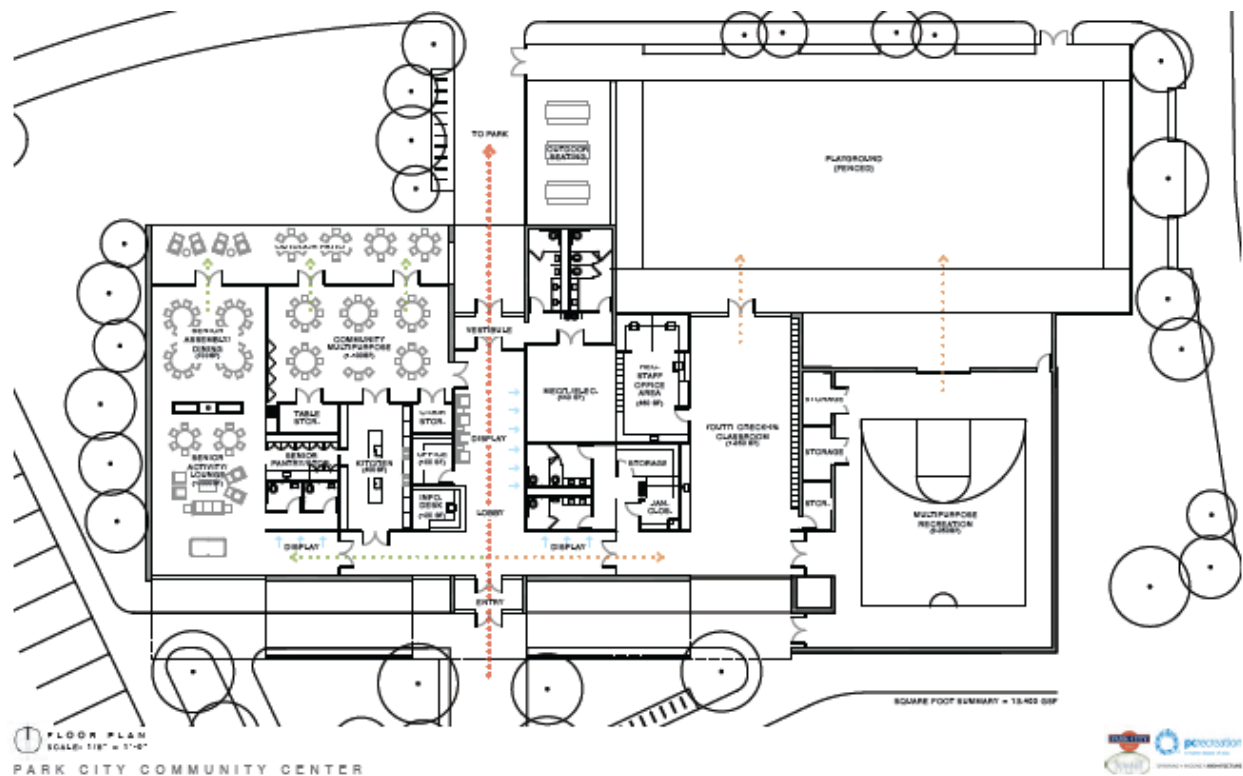
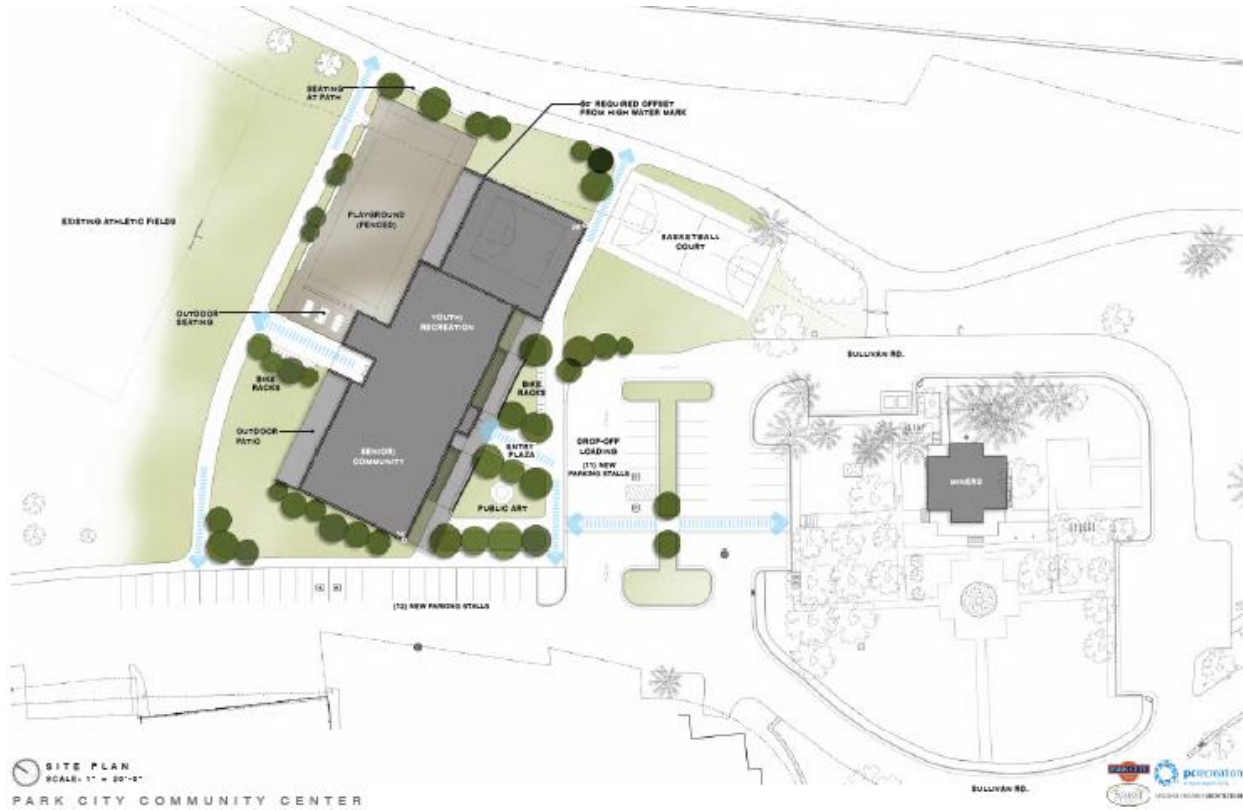
Exhibit A – Conceptual Design

Exhibit B – Tentative Schedule

Exhibit C – Project Development Process

Exhibit D – Background/History

Exhibit A





SOLAR PANELS



WOOD SCREEN



PUBLIC ART



SEATING ELEMENTS/INTEGRAL LIGHTING



MASONRY BRICK/ARCHITECTURAL CONCRETE



METAL FACIA/PANEL



NATIVE LANDSCAPE/IRRIGATION



VIEW LOOKING EAST AT COVERED ENTRY



Exhibit B

Community Center - Tentative Schedule																																																		
Task	2017												2018												2019												2020													
	1	2	3	4	5	6	7	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12			
RFP	x	x	x	x	x																																													
Architect Award						x																																												
Project Scoping	x	x	x	x	x	x	x	x	x																																									
Concept Design										x	x	x																																						
Survey/Plat						x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x																				
Schematic Design												x	x	x	x	x																																		
MPD																	x	x	x	x	x	x	x																											
Design Development																																																		
CD's																																																		
CMAR																																																		
Construction																																																		
Camp Begins																																																		

Exhibit C
Project Development Process – Vertical Project

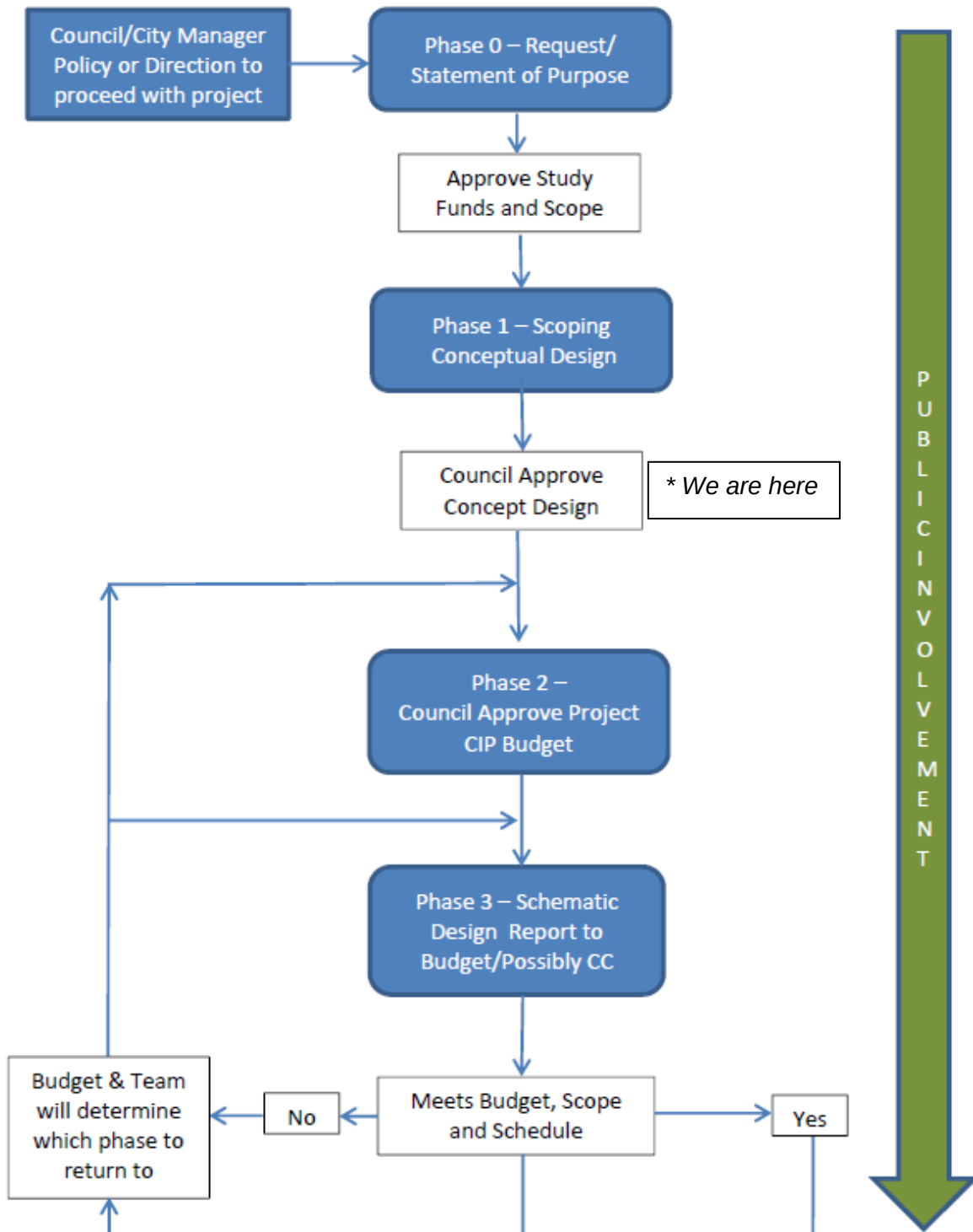


Exhibit D

History/Detailed Background

- On November 17, 2016, Landmark Design presented to City Council the Mountain Recreation Facility Master Plan (MRFMP). This plan identified a community center encompassing a main level of 11,300 sf, a partial upper level of 5,600 SF and a basement of 3,800 sf. ([link](#) P. 11-13).
- On December 1, 2016 City Council directed staff to pursue construction of a community center that will house the summer recreation program and senior uses as “anchor” users of a shared, community flexible space. ([report link](#) p 22).
- On December 8, 2016 Council reviewed the draft scope of the RFP. That report had links to additional background information ([link](#), p.26). At that time, Council directed staff to:
 - Utilize the comments gathered to date. Council concurred that sufficient public engagement with multiple user groups and the general public had been completed;
 - Design the building to focus on the anchor tenants of the seniors and summer recreation camp;
- Also comments were made to limit scope creep but include design elements that promote overall flexibility for the space and ability for other uses when not being programmed by those two groups – caveated on; where doing so, was efficient with the budget; and have a follow up meeting with Mayor Thomas, City Council Member Worel and staff to further discuss scope including specifically the senior program.
- On December 22, 2016 staff and the design team met with Liaisons Mayor Thomas and Council Member Worel, the following is a recap:
 - Discussion included general, good planning principles – i.e. fit the project into the broader City Park (master) plan, site circulation, building orientation, etc.
 - Discussion included senior needs and how those amenities can fit into the broader, flexible building program.
 - Discussion of architectural approach - The building design should not be iconic and should be subordinate to the historic Miner’s Hospital.
 - Agreement to draft RFP to meet the existing building target budget of \$4.5M for the building.
 - Staff specifically cautioned City Council on this point, “... *this number is the target in the capital budget and until the scoping and formal cost estimating has been completed, staff does not know the exact cost of the building. However, this would result in a project that is priced lower per square foot than comparable projects under construction this year and does not account for construction cost variability that may occur in the next year.* “
 - The design should focus most on making the space work for senior and summer recreation camp based on a shared common spaces & infrastructure (restrooms, kitchen, etc.) model – with “nice to have” flexibility amenities pursued only where fiscally prudent.

- On January 12, 2017 staff returned to Council to confirm the programming and received direction to procure a design team to finalize scoping, conceptual design, schematic design and a proposed project budget before the adoption of the FY18 Capital budget in June 2017 ([link](#), p22).
- At that meeting we compared Summit County's recently bid Kamas Community building, which came in at \$341/sf to our budget (\$4.5M) or \$256/sf., minus approximately \$600,000 for soft costs = \$3.9M for construction or \$222/sf. If we use this as a comparable, this would put the cost of the building at \$3.6M, \$4.6M, or \$5.5M based on the square footage in the table below. However, until the project is bid, we will not know the true cost of the project. Staff expects to bid this project in early 2019.
- On April 27, 2017 Council reviewed and authorized entering into a professional service provider agreement with Sparano + Mooney to finalize scoping, concept design and schematic design. The separate earlier preliminary programming concepts from the MRFMP and Elliott Workgroup were included as exhibits in the report ([Link](#) p308).
- At that meeting staff indicated that they would work with the Sparano + Mooney to design a building to the service level indicated by City Council and return to Council with reconciliation to the current budget.
- On September 14, 2017 Council directed staff to pursue a middle level programming approach design providing for summer camp of 120 children, a senior program for up to 80 lunches, with the ability to expand into the community space for special events, and a flexible community space. Efficiency of space was stressed and staff was directed to design to the actual needs. ([link](#) p64)
- The history of the community engagement with the regards to the Lower Park Avenue and Senior Center may be found in the same packet.
- The history of the community engagement with regards to the Basin-wide recreation can be found at <http://www.recfacilitiesmp.org/>.



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

With approval by Council, the Library parking lot can be functionally structured, preserving parking spaces for Library Building Patrons and Field users, and the Mawhinney lot for City Park-goers and Library Building overflow. The goal is to prevent parking from being occupied by Main Street patrons and employees in response to the implementation of paid parking in China Bridge and surrounding Historic Main Street area lots; likewise, preventing the Library and Mawhinney lots from being utilized as free overflow skier parking.

Respectfully:

Blake Fannesbeck, Public Works Director

City Council Staff Report



Subject: Library & Mawhinney Parking Update
Authors: Blake Fannesbeck, Transit & Public Works Director
Kenzie Coulson, Parking & Fleet Manager
Department: Parking Services
Date: December 14, 2017
Type of Item: Work Session – Administrative

Summary Recommendation

Staff recommends that Council provide an opportunity for public feedback relating to the incremental approach towards enforcement of Library and adjacent Mawhinney Parking Lots located at 1255 Park Avenue and thereafter provide support for the proposed incremental enforcement plan regarding the Library and Mawhinney Lots “Zone L”. “Zone L” lots are being recommended to remain free, with a 2-hour limit, validation for longer than 2 hours eligible for applicable Library, Field and City-Park patrons. Staff is seeking City Council approval of the proposed enforcement plan.

Executive Summary

With approval by Council, the Library parking lot can be functionally structured, preserving parking spaces for Library Building Patrons and Field users, and the Mawhinney lot for City Park-goers and Library Building overflow. The goal is to prevent parking from being occupied by Main Street patrons and employees in response to the implementation of paid parking in China Bridge and surrounding Historic Main Street area lots; likewise, preventing the Library and Mawhinney lots from being utilized as free overflow skier parking. The details proposed for the Library and Mawhinney “Zone L” lots will be designated and enforced as follows:

- 2-hour max parking limits
 - To be clearly identified with multi-colored metal signs placed strategically in the lots (Photo of mockup signage in ‘Attachment A’).
 - Parking to remain free for each 2-hour stay.
- Validation and permit eligibility options
 - Library patrons staying longer than 2-hours may obtain validation from Library Staff.
 - Special events scheduled longer than 2-hours will be eligible for a printable parking pass for their attendees.
 - Limited number of parking permits for applicable Library, Coffee Shop, pre-school staff members, and specified affected periphery homeowners.
- Enforcement
 - Mobile LPR to capture license plate recognition image time stamping of individual vehicles upon entering/exiting the lot(s), preventing individuals from moving vehicles every 2 hours.
 - Parking enforcement officers will chalk vehicles in coordination with LPR.

- All vehicles remaining in lot(s) in excess of 2 hours will be ticketed.
- Fees for tickets are outlined in the updated fee resolution schedule beginning on December 15, 2017.

Acronyms

CPMS	Complete Parking Management System
LPR	License Plate Recognition
RFP	Request For Proposals
TDM	Transportation Demand Management

The Problem

It is the view of staff that the implementation of demand based paid parking on Main Street may increase parking pressure in the parking turnover within the Library and Mawhinney lots, unless 2-hour term limits can be approved and enforced as a portion of whole CPMS. Without the specified parking terms, Main Street patrons/employees and Park City Mountain Resort skier/riders/employees would continue to access lots. This would take away parking for Library, Field and City-Park patrons.

Background

- In June 2016 Nelson Nygaard was contracted to perform *Downtown and Main Street Parking Management Plan, Executive Summary* (link below) that identified options to better manage the existing area parking supply. The recommendation was to implement demand based paid parking on Main Street, in China Bridge and surrounding surface lots.
- December 2016 Dixon Resources Unlimited was hired to implement parking management matching the 2016 *Downtown and Main Street Parking Management Plan*. March 2017 T2 was hired to perform technical aspects of Complete Parking Management Solution RFP.
- June 2017 Council approved an evening-only (after 5 p.m.) December 15, 2017 paid parking launch as detailed in the updated Transportation Demand Management Plan (link below).
- July 20, 2017 Council approved Fee Schedule, Section 7 for updated public parking fees and citations in the Main Street area (link below).
- November 9, 2017 Informational Council Staff Communication detailing two new lot zones (link below). Advertised in Park Record Newspaper on October 21, 2017 & October 25, 2017.
- November 15, 2017 Kenzie Coulson (Parking Services & Fleet Manager) and Blake Fannesbeck (Director of Transit & Public Works) met with Library Board, discussing potential next steps of lot signage and enforcement.

<u>Date</u>	<u>Item</u>
June 2016	2016 Downtown & Main Street Parking Management Plan
June 2017	Updated Transportation Demand Management Plan
July 20, 2017	Resolution Amending Section 7 of the Fee Schedule (page 294)
November 9, 2017	Parking Enforcement Zone Updates (page 47)

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Staff recommends that Council support moving forward with the proposed outline for an incremental enforcement plan regarding the Library and Mawhinney Lots “Zone L”.

Pros

- a. The proposed enforcement plan will help to reserve library, field and City Park spaces for applicable patrons to park short-term as spaces are available.
- b. This plan supports Councils goals of having an effective TDM program in disincentivizing unnecessary vehicle travel, as a means of reducing congestion.
- c. Library, field and City Park will continue to be accessible for a multitude of independent uses and events.

Cons

- a. Plan could put unnecessary strain on library resources to ensure patron parking validation for library, field, city-park and special event use.
- 2. Null Alternative:** Council could choose to deny the suggested incremental enforcement plan of Library and Mawhinney lots. Staff does not recommend this plan.

Cons

- a. Denial of the plan would result in improper use of lot(s). Library, field and City Park patrons may be limited in their ability to access these areas and facilities.
- 3. Modify the Item Alternative:** Council could consider delaying current incremental enforcement plan, in lieu of a firm, formalized enforcement plan.

Cons

- a. 6-week approximate lag time of sign procurement would delay any ability of Staff and/or Police to enforce lot guidelines of parking misuse. Signage is a necessary prerequisite for education, citation or towing to occur.

Analysis

Park City Parking Services Department and Library Board are seeking to mutually address future lot issues before they arise. Establishing time limits in addition to signage will allow Parking Enforcement Officers and Park City Police to enforce parking recommendations through education, citations and towing of unauthorized vehicles, as necessary. The Park City Library Board is supportive of the proposed step towards enforcement. The previously unlimited and free Library and Mawhinney Lots “Zone L” will encounter increased pressure when the demand based paid parking system is launched. The Library and Mawhinney lots have been an ‘under the radar’ option for Main Street patrons/employees as frequent free buses connect the Library stop to the Old Town Transit Center. Likewise, the lots were increasingly accessed by Park City Mountain Resort customers/employees. If no action is taken, there will be limited means

to enforce against skiers or long term parkers who are not using the Library. A revised sign is a requirement for basic enforcement.

The mobile LPR system will allow Parking Enforcement Officers the ability to accurately enforce vehicles violating parking stays that exceed the 2-hour limit. Also preventing vehicles from being moved every 2 hours, thus starting over the 2-hour time duration. The time limit option can be adjusted if it is not achieving the desired result. If time limits do not deter long term parkers then we have the option to use recently installed parking meters along with validation to do more robust enforcement. If that were to happen, the topic would return to Council.

Staff plans to roll this area “Zone L” into the current plan for enforcement operators.

Department Review

This Report has been reviewed by the Public Works, Library, Legal, and Administration Departments.

Funding Source

The enforcement of the Library and Mawhinney lots will be managed through the Parking Services operating budget.

Attachments

- A Parking Lot Signage Mockup; and Proposed Language of Signage for the Library and Mawhinney Lot(s)

Attachment A



Proposed Language of Signage for the Library and Mawhinney Lot(s)

Library

2 Hours Max (during Library operating hours)
Library Facility and Field Parking Only
For an extended parking session, visit the Library front desk
No Parking 3am – 7am; Enforced Thursdays November through April
Violators will be towed at owner's expense
No storage of RV's, vehicles, trailers or equipment
No skier parking

Mawhinney

2 Hours Max (during Library operating hours)
City Park and Library Facility Parking Only
For an extended parking session, visit the Library front desk
No Parking 3am – 7am; Enforced November through April
Violators will be towed at owner's expense
No storage of RV's, vehicles, trailers or equipment
No skier parking



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

The Arts Council will present this report and is seeking direction regarding the development of the final Project ABC plan recommendations including: Where PCMC can play a lead role in advancing relevant strategies emerging from the Project ABC data.

Respectfully:

Jennifer Diersen,



City Council Staff Report

Subject: Project ABC - Arts, Beauty, Culture- Update
Author: Jenny Diersen, Project ABC Staff Liaison
Department: Economic Development
Date: December 14, 2017
Type of Item: Administrative

Summary Recommendation

As part of the requirement of the Special Service Contract, Council should consider an informative update from the Park City Summit County Arts Council on the progress and next steps of Project ABC – Arts, Beauty, Culture, the Arts and Culture Master Planning process. Arts Council will be presenting preliminary strategies where PCMC could play a lead role and will focus on the similarities and differences between the City’s goals and strategies and what the Arts Council is presenting (Exhibit D).

Executive Summary

The Arts Council will present this report and is seeking direction regarding the development of the final Project ABC plan recommendations including: Where PCMC can play a lead role in advancing relevant strategies emerging from the Project ABC data.

Acronyms/Definitions

PCMC	Park City Municipal Corporation
PCSCAC / Arts Council	Park City Summit County Arts Council
Project ABCSC	Project Arts Beauty Culture Summit County
UCA	Utah Cultural Alliance
UDAM	Utah Division of Arts & Museums

The Problem and the Opportunity

Arts & culture plays a vital role in creating sense of place and connecting our community.

As the Park City community continues to evolve, the Park City Municipal Corporation (PCMC) continues to define its role in facilitating arts and culture. Potential results of doing so include enabling the following goals:

- Transformations in our community that protect and preserve our culture;
- Promote and create an authentic sense of place; and
- Define PCMC’s role in creating a sustainable path for arts and culture’s future development.

This report focuses on the progress that has been made between August and November. Staff anticipates returning in March to present recommendations of Project

ABC which will include short and long term goals that address the needs of the greater community

Background

<u>Date</u>	<u>Item</u>
January 7, 2016	Work Session Arts & Culture Initiative Update (pg. 16 - 27) / Minutes (pg. 3 – 4)
December 8, 2016	Work Session Proposed Development of Arts and Culture Master Plan / Minutes (pages 6 – 7)
January 26, 2017	Arts and Culture Master Plan Funding Update
April 27, 2017	Amendment for Special Service Contract with Arts Council for Arts and Culture Master Plan / Minutes (pages 12 - 13)
August 31, 2017	Project ABC Update / Minutes (pages 6 – 7)
November 30, 2017	Park City Top Priority Discussion Arts and Culture

- On January 7, 2016 staff led City Council through a Work Session regarding Arts and Culture in our community. City Council expressed their belief that the arts were a vital part of our community and asked that the Arts Initiative create a Steering Committee to work on next steps to establish goals and create a roadmap to achieve these goals.
- In December of 2016, City Council unanimously supported the need for a collaborative Arts and Culture Master Plan that would involve the whole community, diverse participation and funding.
- In January of 2017, staff worked to identify the most viable option to fund the City's portion of funding for the project (\$15,000) and ensure fiscal responsibility. This was determined to be through an extraordinary request for a Special Service Contract.
- In April of 2017, the City Council unanimously supported the Arts Council to administer Project ABC and approved an amendment for the Special Service Contract with the PCSC Arts Council.
- In August, Project ABC presented an update regarding Project ABC including pledge, survey results and next steps.

How this item supports the City's Goals of the General and Strategic Plans

Arts and Culture creates a sense of community and place in our community, and specifically relates to the City's Goals in the General Plan ([goals 11 & 13](#)). Arts & Culture is one of our community's top priorities and was identified by Council as such in their last retreat. The goals and objectives of this top priority were discussed and approved by Council on November 30 and are detailed below:

Arts and Culture Goals and Strategic Objectives

Value Statement: Strengthen, unify and connect artistic and cultural expression as the City grows into an arts and culture hub.

1. **Public Art - Enrich and connect the community through visual arts in public spaces**

2. **Special Events - Facilitate cultural, arts, and entertainment experiences that are inclusive and meaningful**
3. **Regional Collaboration - Continually assess arts & culture elements and identify opportunities locally and regionally**
4. **Programs - Create opportunities that engage and educate the community**
5. **Economy - Diversify and enhance economy and improve the local and guest experience**
6. **Legacy - Cultivate the legacy of our City's cultural heritage**

Analysis

The following highlights of milestones have been reached in the three months since the last Council update in late August are below (see Exhibit B for more details and links):

- The **Project ABC Survey** was completed by 915 people.
- 17 **Stakeholder interviews** were conducted with over 40 individuals
- The **Project ABC Summit** was held November 14th. [Project ABC Summit](#)
 - 80+ community members participated in the day long work session, including representatives from City Council and staff. See Exhibit B for more details on the convening activities. November 14, 2017
 - A set of **seven Collective Priorities** and over **50 Strategies** emerged from the data when it was aggregated across stakeholder group and compiled into a summary report.
- An **economic impact analysis** has been started and additional data is being compiled to present an overview of the current state of the arts in Summit County in the final report.
- A **Partnership has been formed with City staff and Webb Management Services** to share data, cross-validate findings, and align processes where appropriate.
- **Community outreach** has continued and includes; monthly newsletters, media interviews, presentations, and events such as the Fall Projects Open House.
 - A [Progress page](#) has been built on the Project ABC website where the community can check in on the process.
 - A beta version of the [ProjectABC Directory](#) has been launched on the Project ABC Website.
- Project ABC has **explored** the concept of a **collaborative fundraising and financing strategy** and will continue to develop this idea with key stakeholders at the City, County, and State level.

Over the next three months Project ABC will be completing the following deliverables:

- Refining the strategies to form recommendations for the final plan
- Meeting with key stakeholders to identify where they see themselves taking a lead role

- Holding 3-4 community open houses across the County to receive feedback on the emerging recommendations
- Documentation of the process, recommendations, action steps, and financial considerations for implementation.

Other areas of attention over the next six months include:

- Continued outreach to diverse audiences and stakeholders to ensure their awareness and engagement (Seniors, Latinos, Youth, Recreation, Housing, Transportation, Sustainability, Mental Health etc.);
- Documenting commitments for action by individuals and community groups; and
- Consideration of the development of a collaborative financing strategy to support implementation recommendations.

Defining Arts and Culture

While the initial definition of the arts encompassed Fine Arts, Performing Arts, Decorative Arts, Applied Arts and Educational Arts, over the course of the past year, the definition has evolved to reflect the broader influence of Arts and Culture in the community. The current definition of Arts and Culture for Project ABC includes:

The local production and presentation of events, programs and products based on creative ideas and cultural inspiration. This is inclusive of everything from public art to the County Fair; from local creative enterprise to film, music, performance and visual arts activity; and from arts education to art as a community development strategy.

PCMC Strategic Role

Looking across collective priorities and strategies through the community, Project ABC has developed a condensed list of relevant strategies where PCMC could play a lead role. The Arts Council and staff will need to continue meetings to discuss the similarities and differences in the proposed Strategies from Project ABC in coordination with the City's Goals and Strategies for Arts and Culture, as well as, will need to understand requests that Project ABC is developing for other jurisdictional partners. PCMC's areas of focus are outlined in detail in Exhibit A and D and include the following seven areas:

1. Spaces - Develop, support, and protect high-quality facilities and venues for the creation, cultivation, and exhibition of Arts and Culture countywide.
2. Data - Develop systems and tools that use data to drive decision-making and track the future of Arts and Culture in Summit County.
3. Places - Support the development and connection of places for Arts and Culture across Summit County geographies.
4. Funding - Develop diverse and sustainable funding mechanisms to ensure long-term success and vibrancy for Arts and Culture in Summit County.
5. Governance/Policy - Create administrative structures, systems, and policies to support the sustained vitality and growth of Arts and Culture in Summit County.
6. People/Organizations - Support the needs of people and organizations through Arts and Culture in Summit County

7. Programming - Build creative programs that respond to our diverse community needs, interests, and dreams

Park City Arts District in Bonanza Park

- Project ABC believes that a number of the strategies that have emerged from the data connect directly to opportunities for development of the Park City Arts District.
 - The Project ABC team has met with Webb Consulting twice and shared relevant data from the stakeholder reports to inform recommendations.
 - Webb has shared information collected from its assessment with the Project ABC team which has been integrated into the beta version of the Project ABC Directory and served to validate many of the ABC strategies.

Funding Implication

The final recommendations of Project ABC are anticipated to be presented in March 2018. PCMC will continue to explore our role in arts and culture, both in this broader community process, as well as specifically within Park City Arts District. The anticipated timing of Project ABC recommendations coincide with the beginning of the fiscal year 2019 budget process, where expansion of resources/priorities can be contemplated regarding this project, as well as, arts and culture as a whole. Staff time/resources are being monitored and can also be addressed in the next budget process as necessary.

Department Review

Economic Development, Community Engagement, Community Development, Executive, Budget, and Legal Departments have reviewed this report and their comments have been incorporated.

Comments from the Arts Council have also been incorporated into this report.

Funding Source

The City's portion of funding for Project ABC (\$15,000) comes from a Special Service Extraordinary Request.

State code (Utah Code 10-7-85) specifically allows for municipal support of the arts for the purpose of enriching the lives of its residents and may establish guidelines for the support of the arts.

Government Accounting Standards Board (GASB 54) also precludes local governments from giving money to other organizations for capital projects if the City does not own the capital asset.

Alternatives for City Council to Consider

Recommended Alternative:

This report is an informational update on Project ABC. City Council should give feedback regarding progress and next steps on the project including relevant strategies emerging from the Project ABC data.

Attachments/Links

Exhibit A Project ABC History and Preliminary Strategies
Exhibit B Project ABC Funding Update
Exhibit C Special Service Contract Project ABC
Exhibit D Comparison of City Arts and Culture Goals and Project ABC

Projectabcsc.com

<https://www.facebook.com/projectabcsc/>

<https://www.pinterest.com/projectabc/>

Exhibit B

History of Project ABC

In September of 2015, local Summit County Arts and Culture groups began to meet to discuss how to better advocate for Arts and Culture in Summit County, and in November of 2015, Randy Barton made presentations to the City and County Council regarding the newly formed Arts & Cultural Initiative (ACIG).

On January 7th, 2016 staff led Council through a Work Session regarding Arts and Culture. City Council agreed that the arts were a vital part of our community and asked that the ACIG create a Steering Committee to work on next steps to achieve their goals.

As one of the people who helped to spearhead the ACIG, Randy Barton worked to establish a Steering Committee which included community business leaders, local government representatives, and Arts and Culture representatives. The Steering Committee began work to formulate a definition of the arts and collect directory information about artists and organizations connected to Arts and Culture.

The initial definition of the arts encompassed the following creative sectors;

- Fine Arts - painting, drawing, sculpting
- Performing Arts - theatre (acting, announcing, directing, theatrical design & build), dance and choreography, concerts (music and singing),
- Decorative Arts - crafts, ceramics, printmaking, textile arts
- Applied Arts - film and video, animation, photography, architecture, graphic design, digital arts, humanities, folklore and historic preservation, literature and writing.
- Educational Arts - youth or adult instruction and education of artistic fields.

Over the course of the past year, the definition has evolved to reflect the broad influence of Arts and Culture in our community:

We define Arts and Culture as the local production and presentation of events, programs, and products based on creative ideas and cultural inspiration.

This is inclusive of everything from public art to the County Fair; from local creative enterprises to film, music, performance, and visual arts activity; and from art education to art as a community development strategy.

The Steering Committee also reviewed the Arts Master Plans for other cities including:

- [Austin](#)
- [Boulder](#)
- [Telluride](#)
- [Santa Cruz](#)

At the November 2016 ACIG meeting, the Steering Committee asked questions regarding the goals and process unfolding and stated their support of an Arts and Culture Master Planning process.

- The Arts Council was asked to put together a scope of work for managing a cultural master planning project that included a timeline, work plan, and budget.
- The proposal was approved by the Steering Committee and brought to local governments in December of 2016. City Council unanimously supported the development of a collaborative Arts and Culture Master Plan.
- In January of 2017, City Council approved City funding to support the development of the Arts & Culture Master Plan.
- A diverse set of stakeholders have funded the effort, including City and County governments, local businesses, nonprofits, and individuals from the community.

Current Project ABC

The approved scope of work for the year-long planning process, now called ProjectABC: Art, Beauty, Culture, includes three overlapping phases: Data Collection, Convenings, and Documentation.

- The steering committee continues to oversee the Project and meets on the third Friday of the month to review progress and provide guidance to the Arts Council.
- The proposed budget was \$83,500. Fundraising efforts yielded \$99,350 in commitments of which \$96,350 has been received to date, with the remainder to come from the final PCMC payment at the end of the Project.

Project Goal

The Summit County Arts and Culture Master Plan will be a roadmap to drive the future of Arts and Culture in Summit County. It will include a set of short and long term recommendations that address the needs of the larger community, grow investment in our creative sector, connect Arts and Culture to City and County priorities, and support the long-term vitality of our Arts and Culture nonprofits.

ProjectABC is on track to meet its stated deliverables as outlined in the approved [scope of work](#). The City's involvement on the Steering Committee, financial support of the planning process, and eventual implementation of relevant strategies is a critical component in its success.

Staffing

Hadley Dynak, Executive Director of the Park City Summit County Arts Council is leading the ProjectABC process along with Jake McIntire of Union Creative Agency who was engaged as a project management consultant last April. Taylor Goldstein, an intern from the Westminster College Master's of Community Leadership program has supported the data collection and analysis phases, Alison Kuhlow has provided support aggregating and synthesizing economic data, and Shaun Roberts, a Park City School District Center for Advanced Professional Studies student, joined the team to support environment design and logistics for the ProjectABC

Summit. Jessica Riehl and Rayna Wiles were engaged as consultants for the ProjectABC Summit. Jessica was the lead facilitator and Rayna was the graphic recorder with both providing planning guidance. Kristen Mitchell has developed the Project ABC brand and website and provides ongoing collateral production support.

Additionally, Jeff Jones, Economic Development Director for Summit County has been instrumental in developing the economic impact analysis framework used to measure the scope and impact of our creative economy. Dozens of volunteers have stepped in to help with community outreach, data entry, and support with the Project ABC Summit.

Milestones

The following Milestones have been reached in the three months since our the last Council update in late August:

- The **ProjectABC Summit** was held November 14th.
 - 80+ community members participated in the day long work session, including representatives from City Staff and Council.
 - The 5 hour convening included the following elements:
 - A State of the Arts presentation including a review of the impact of creative economy jobs and audience spending.
 - A summary of data from each Stakeholder group (nonprofit, business, government, creative, arts education, art lover, visitor)
 - A work session to review Collective Priorities and Strategies emerging from the data
 - An Action planning work session to workshop different projects
 - An Open House with data stations
 - A series of creative celebrations including an artist talk, original song based on the ABC data, and a community drum circle.
- The **ProjectABC Survey** was released, which included a comprehensive outreach campaign at local events, to local media, and during community and public meetings.
 - 915 people took the survey
- A series of **Stakeholder interviews** were conducted to obtain more complete insights into the needs, ideas, and hurdles of various organizations and individuals
 - 17 interviews were completed with over 40 individuals
- **Additional Benchmark Analysis** was completed to consider lessons from eight other cities that were similar in size, resort-based, or that had strong reputations for Arts and Culture. Research included web-based research, document review, and interviews.
- **Summary Stakeholder Reports** were created to document the needs, challenges, dreams, and values of each stakeholder group. Data was compiled from interviews, surveys, workgroup meetings, Steering Committee meetings, and community conversations. These were shared as a stakeholder showcase during the ProjectABC Summit, and the individual reports were available for review.
- A set of **seven Collective Priorities** and over **50 Strategies** emerged from the data when it was aggregated across stakeholder groups.

- These Collective Priorities and Strategies were presented during a ProjectABC Summit work session.
 - Participants provided feedback on priorities/strategies and ranked those that they felt were the most important and urgent. Additional and continued revisions will continue as we move through the process.
- An **economic impact analysis** has been started and additional data is being compiled to present an overview of the current state of the arts in Summit County in the final report. This analysis includes four key components.
 - Impact of Creative Economy Jobs
 - Audience Spending
 - Public Funding for Arts and Culture
 - Facilities, programs, and services compilation
- A **Partnership has been formed with City staff and Webb Management Services** to share data, cross-validate findings, and align processes where appropriate regarding Park City Arts and Culture District.
- A [Progress page](#) has been built on the ProjectABC website where the community can check in on the process. The Progress Page contains:
 - Public Engagement Statistics
 - Collective Priorities/Strategies Report
 - Stakeholder Reports
 - Presentation materials from all Steering Committee meetings
 - Upcoming events
 - Recap of the ProjectABC Summit
 - The State of the Arts presentation materials from the ProjectABC Summit
 - Workgroup Recaps
- **Monthly newsletters** have been sent to keep interested community members updated and engaged
- **Monthly interviews** on KPCW to keep the community informed about the process.
- A beta version of the [ProjectABC Directory](#) has been launched on the ProjectABC Website.
- A **Social Media strategy** centered on Facebook has been maintained.
- **Monthly Steering committee meetings** have been held and well attended.
- ProjectABC attended the **Fall Projects Open House** on September 20, 2017.
- ProjectABC attended the **Arts and Culture District community conversation** on November 2, 2017.
- ProjectABC has **explored** the concept of a **collaborative fundraising and financing strategy** and will continue to develop this idea with key stakeholders at the City, County, and State level.

DATA COLLECTION Summary

- 1143 people have taken the pledge as of 11/4/17
 - 759 Summit County Residents
 - 384 Visitors that reside outside of Summit County
- 915 People took the survey

- 835 respondents lived OR worked in Summit County
 - 80 respondents were visitors
- Five Workgroups were convened
 - Creative Workgroup
 - Non-Profit Workgroup
 - Youth Workgroup
 - Business Workgroup
 - Finance Workgroup
- Interviews
 - 17 Business, Government, Nonprofit, Creative Sector individual and group interviews
- Key Community Meetings
 - PCPAA (Park City Professional Artists Association)
 - Kamas Valley Business Association
 - Newcomers
 - HPCA
- Presentations at Eastside Council Meetings
 - Kamas
 - Coalville
 - Francis
 - Oakley
 - Henefer
- Benchmark Research of 8 Communities

EARLY WINS

A core value of the Project ABC initiative is to think big and plan for the future, while documenting Arts and Culture advancements along the way. Some of these highlights include:

- The City Council's decision to make Arts and Culture a top priority.
- The City's continued involvement in developing a new Arts and Culture district in Bonanza Park. This is a significant win for the future of Arts and Culture in the community.
- The number of people engaged in the effort—over 100 individuals have actively participated in meetings and interviews to date, from a variety of sectors in our community. Thousands have been reached through the outreach campaign.
- A number of organizations have used Arts and Culture as a means to connect the community including the Latino Arts Fest, the *View from My Door* public art installation in commercial buildings across the county, and the Monster Drawing Rally.
- 80+ community members from around the County came together at the ProjectABC Summit to spend multiple hours discussing and planning for the future of Arts and Culture in Summit County -- which included representatives from every sector, stakeholder group, and part of the county at the Summit.
- A community studio space is being developed in Coalville.

- The Kimball Art Center is expressing their interest in using the data, priorities, and strategies from ProjectABC as they make plans for new facilities and programming moving forward.
- Professional development is a common theme heard from the creative sector workgroup and survey results. Pando Labs has developed a business development program for emerging and established entrepreneurs and has focused outreach on creatives.
- There is growing interest and attention in the Kamas Valley about connecting Arts and Culture to the business community.

DATA ANALYSIS Summary

State of the Arts

As part of the ProjectABC Summit and the deliverables laid out in the ProjectABC scope of work, we are developing a State of the Arts analysis. Findings were presented at the Summit which are linked below and additional data is being collected for the final report.

- [STATE OF THE ARTS SLIDE DECK](#)
- [STATE OF THE ARTS REPORT](#)

Benchmark

We researched eight benchmark communities throughout the country to look for precedents, inspiration, and comparable ideas that may help inform the future of Arts and Culture in Summit County. These cities were selected based on their size, similarities to Summit County, or their reputation for Arts and Culture.

- 8 Cities were included in the analysis
 - Boulder, Colorado
 - Telluride, Colorado
 - Breckenridge, Colorado
 - Sante Fe, New Mexico
 - Ogden, Utah
 - Asheville, North Carolina
 - Boise, Idaho
 - Ketchum, Idaho
- Benchmark research was available for review during the ProjectABC Summit. The posters from the Summit and the first draft of the benchmark report can be viewed at the links below.
 - [BENCHMARK POSTERS](#)
 - [BENCHMARK REPORT](#)

Stakeholder Profiles

In order to identify the Collective Priorities and Strategies that will ultimately form the Master Plan recommendations, we started by developing a broad understanding of the needs and ideas of seven stakeholder groups from our data.

- We isolated survey responses by stakeholder group.

- We sorted responses and comments into multiple categories within each stakeholder group.
- We identified emergent themes from these responses.
- We brought in other data from our process (interviews, workgroup conversations, secondary data collection).
- We cross referenced all data sets to identify key insights.

Each Stakeholder Report in addition to a summary analysis can be viewed through the links below and on the ProjectABC Website.

- [ARTIST](#)
- [NON-PROFIT](#)
- [BUSINESS](#)
- [GOVERNMENT](#)
- [ART EDUCATOR](#)
- [ART LOVER](#)
- [VISITOR](#)
- [SUMMARY](#)

We shared the Stakeholder Profiles at the ProjectABC Summit and heard multiple comments from audience members that the profiles were in direct alignment with their opinions and viewpoints.

Collective Priorities & Strategies

From each of the Stakeholder Profiles, we extracted cross-cutting themes, identifying seven Collective Priorities. Within each of those priorities, we identified top Strategies based on the occurrence of the ideas, the weight of the need, the feasibility/measurability of action, and the impact of success.

The Collective Priorities and subsequent Strategies were presented for feedback and weighting during Work Session 1 at the ProjectABC Summit. Validation and revision of these strategies will continue over the next several months as we meet with stakeholders and finalize the planning recommendations. The full list of Strategies, as they are currently drafted is linked here: [COLLECTIVE PRIORITIES AND STRATEGIES REPORT](#)

PCMC STRATEGIC ROLE

Looking across the Collective Priorities and Strategies findings there are clearly a number of opportunities for PCMC to consider as we develop final recommendations for the ProjectABC cultural master plan. We look forward to meeting with staff and Council to explore whether and how to move these forward. For the purposes of consideration and discussion during the December 14 work session, we have developed a condensed list of relevant strategies where PCMC could play a lead role. While these are clearly not the only places for PCMC to provide Arts and Culture support, they serve as a starting point for future decision making.

Collective Priority: Spaces

Develop, support, and protect high-quality facilities and venues for the creation, cultivation, and exhibition of Arts and Culture countywide.

Related Strategies

- Build or set-aside affordable live/work housing for artists who live and work in Summit County and enact local policy to ensure long-term availability and affordability of artist live/work space.
- Identify policies, funding mechanisms, and other approaches to protect current and future Arts and Culture spaces in perpetuity to avoid the loss of creative spaces over time.
- Create accessible, community-level, locals-focused venues for the performance, and exhibition of Arts and Culture.
- Create opportunities for local artists to display work in public buildings, businesses, hotels, and resort lodges.
- Build additional indoor and outdoor venues for large, world-class performances
- Develop collaborative studio facilities for artists working in a variety of fields that provide workspace, storage, and equipment.
- Increase overall quantity of publicly supported Arts and Culture facilities. Similar to what we've done for recreation facilities.

Collective Priority: Data

Develop systems and tools that use data to drive decision-making and track the future of Arts and Culture in Summit County.

Related Strategies

- Develop a consistent countywide Public Granting Portal and Database with:
 - Reports on funding allocation by type, size, and reach of grantee
 - Reports on impact of granting (attendance, ticket sales, staffing, audience, programming)
- Conduct annual Economic Impact Analysis of the Creative Economy in Summit County. Develop and implement an accurate and defensible system of quantifying Arts and Culture attendance to support ongoing economic impact quantification.

Collective Priority: Places

Support the development and connection of places for Arts and Culture across Summit County geographies.

Related Strategies

- Focus on connecting existing and new Arts and Culture hubs across the county and building a network for promotion, support, and creative activation.
- Expand existing or develop new outdoor public gathering spaces countywide that provide creative expression and that provide opportunities to display and perform.
- Further develop local public art.

- Integrate public art into trails and open space.
- Create Interactive and temporary public art experiences
- Develop an accessible map or web-based tool to better highlight the collection
- Combine locally produced artwork with more internationally known, iconic artist installations
- Use public art to highlight cultural and ethnic diversity of Summit County
- Prioritize functional public art (wayfinding, benches, landscape art, etc.)
- Incentivize private developers to invest in and install public art
- Look for additional funding sources for public art projects
- Prioritize mindful development that incorporates curated Arts and Culture elements into master planning proposals.
- Evaluate how cultural public grants are made and disbursed to ensure support for small and emerging organizations in addition to large anchor organizations.

Collective Priority: Funding

Develop diverse and sustainable funding mechanisms to ensure long-term success and vibrancy for Arts and Culture in Summit County.

Related Strategies

- Develop creative and flexible community-wide funding mechanisms that are not reliant on traditional donations and/or public funding
- Continue public % for art funding for public art but explore opportunities to use funds for smaller, temporary projects in addition to bigger permanent installations.
- Seek state and federal grant support for Arts and Culture.
- Seek new sources of public funding for Arts and Culture.

Collective Priority: Governance/Policy

Create administrative structures, systems, and policies to support the sustained vitality and growth of Arts and Culture in Summit County.

Related Strategies

- Create a dedicated, official Arts and Culture liaison position or department in local government (e.g., Summit County, Park City, etc.)
- Establish a new or identify one or more existing local organizations to:
 - Manage and administer centralized funding distribution (i.e., grants)
 - Advocate on behalf creatives and arts and culture organizations locally and statewide
 - Promote arts and culture countywide to locals and destination visitors.
 - Support and connect places for arts and culture throughout the county in a unified effort
- Establish or identify an organization or individual to serve as a liaison/coordinator to advocate for inclusion, programming, and outreach to diverse populations throughout Summit County.
- Research existing local Arts and Culture funding policies and consider renegotiation of or amendments to those policies to be ensure alignment with community need.

- Establish policy that connects Arts and Culture to city and county government economic and community development goals

Collective Priority: People/Organizations

Support the needs of people and organizations through Arts and Culture in Summit County

Related Strategy

- Invest in developing local artists and creatives, particularly youth.

Collective Priority: Programming:

Build creative programs that respond to our diverse community needs, interests, and dreams

Related Strategies

- Develop programming that connects Arts and Culture to other communities priorities or uses Arts and Culture as a tool for advancement.
- Develop and support programming that recognizes and celebrates the cultural heritage of Summit County.

Exhibit C: Project ABC Funding Update

Target	Committed	Received to Date
\$83,500	\$95,250	\$90,850
Individuals	\$14,900	\$14,900
Nonprofits	\$14,950	\$13,450
Government	\$30,000	\$27,000
Businesses	\$27,000	\$27,000
Foundations	\$8,500	\$8,500

Donor List (to date)

Various Individuals

Non Profit Groups:

- Alf Engen Ski Museum
- Ballet West
- Egyptian Theatre
- Park City Film Series
- Kimball Art Center
- KPCW
- Mountain Town Music
- Park City Institute
- Park City Professional Artists Association
- Sundance
- Utah Symphony / Utah Opera

Government Groups:

- Park City Municipal Corporation
- Summit County

Business Groups:

- Park City Chamber of Commerce & Visitors Bureau
- Deer Valley Resort
- Vail Resorts
- Berkshire Hathaway
- Newpark Retail
- Larry White –TCFC Finance Co.
- Fisher Properties
- Montage
- Park City Restaurant Association

Foundations:

- Park City Community Foundation

**FIRST AMENDMENT TO SPECIAL SERVICE CONTRACT
BETWEEN PARK CITY SUMMIT COUNTY
ARTS COUNCIL AND
PARK CITY MUNICIPAL CORPORATION
FY 2016-2017 and FY 2017-2018**

THIS FIRST AMENDMENT is made and entered into by and between PARK CITY MUNICIPAL CORPORATION and Arts Council, a Utah nonprofit to amend^[PSM1] the Special Service Contract between Park City Municipal Corporation and the Arts Council that went into effect July 1, 2016 and which amends Article I and II and provides for additional funds and additional scope. Articles I and II shall read as follows:

**ARTICLE I
TERM AND ALLOCATION**

Arts Council shall have a special service contract with a term of two (2) years. Half of the total contract amount of Forty Thousand Dollars (\$40,000) will be available each year. Eighty percent 80% of each annual appropriation will be available at the beginning of the fiscal year, with the remaining twenty percent 20% to be distributed upon demonstration through quantifiable and qualified measures that the program has provided public services meeting its goals and mutually agreed upon Performance Measures as delineated in Attachment A attached hereto and incorporated herein.

FY 2016-2017:	\$16,000.00 available 7/1/16	\$4,000.00 available upon performance review
---------------	------------------------------	---

FY 2017-2018:	\$16,000.00 available 7/1/17	\$4,000.00 available upon performance review
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TOTAL amount available for allocation:	\$40,000.00
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In addition, Arts Council shall have a special service contract extraordinary amount of \$15,000. With the total additional amount of Fifteen Thousand Dollars (\$15,000), eighty percent 80% of the additional amount to be available at the execution of this First Amendment, with the remaining twenty percent 20% to be distributed upon demonstration through quantifiable and qualified measures that the program has provided public services meeting its goals and mutually agreed upon Performance Measures as delineated in Attachment C attached hereto and incorporated herein.

FY 2016-2017:	\$12,000.00 available 6/20/2017
---------------	---------------------------------

FY 2017-2018:	\$3,000.00 available upon performance review
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TOTAL additional amount available for allocation:	\$15,000.00
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ARTICLE II

SERVICES TO THE COMMUNITY

In exchange for the City's contribution, Arts Council agrees to provide:

- Cultural Tourism and Marketing;
 - Internet advertising, social media, promotional materials for Park City's arts and culture including events and activities in Park City
- Support of the Public Art Advisory Board by:
 - Promotion of public art projects
 - Provide advice and guidance through the Park City Public Art program's strategic visioning, budget and funding planning.
 - Biannually present grant and external funding opportunities to the PAAB.
 - City Staff and/or PAAB would be responsible for writing or pursuing opportunities where the City is the lead and is accountable for completing grant related projects.
 - Arts Council would be responsible for serving as a lead for opportunities where the City is a partner.
 - Arts Council will review and provide oversight on grants the City chooses to pursue that do not conflict with Arts Council opportunities.
 - As deemed appropriate by the City, the Arts Council would serve as a fiscal agent for 10% of fees of the funding opportunity.

A copy of the Arts Council Special Service Contract Application, attached hereto and incorporated herein by reference as Attachment B, provides detailed information concerning the above services.

Both parties agree that the above services provided to the community represent a good faith exchange of current fair market value for the City's contribution.

In exchange for the City's additional contribution of \$15,000 on June 15, 2017, Arts Council agrees to provide:

The development and delivery of an Arts and Culture Master Plan as outlined in Attachment D – Park City Summit County Arts Council Special Service Contract Extraordinary Request Application and Attachment C - Performance Measures and Deliverables Arts & Culture Master Plan

Both parties agree that the above additional services provided to the community represent a good faith exchange of current fair market value for the City's contribution.

All other terms of the Special Service Contract remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be executed the day and year herein written

DATED this 20 day of June, 2017.



PARK CITY MUNICIPAL CORPORATION

[Signature]
Diane Foster, City Manager

Attest:

[Signature]
Michelle Kellogg, City Recorder

Approved as to form:

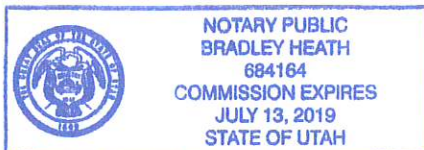
[Signature]
City Attorney's Office

**PARK CITY SUMMIT COUNTY
ARTS COUNCIL
A Utah nonprofit Corporation**

By: [Signature]
Hadley Dynak, Executive Director

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 21 day of June, 2017, before me, the undersigned notary, personally appeared Hadley Dynak, Executive Director of Park City Summit County Arts Council, a Utah nonprofit corporation, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose as Executive Director for Park City Summit County Arts Council, a Utah nonprofit corporation.



[Signature]
Notary Public

Special Service Contract Application Form

Park City Municipal Corporation

Please provide 2 (2) hard copies and an electronic copy of this application and all other requested information to the Budget, Debt, and Grants Office by **5:00 pm on March 31, 2016.**

(1) Organization Contact Information

Name Hadley Dynak, Park City Summit County Arts Council
Address PO Box 4455
Park City, UT 84060
Phone (435) 647-9747 Fax _____
E-mail director@pcscarts.org

(2) Indicate the applicable Special Service Contract category for this proposal:

- | | |
|---|---|
| ☐ Youth Programming | ☐ Victim Advocacy Services/Legal Services |
| ☒ Arts | ☐ Affordable Housing |
| ☐ Recycling/Environmental | ☐ History/Heritage |
| ☐ Information and Tourist Services | ☐ Health |
| ☐ Senior Services | ☐ Other Community Service (please specify) |

(3) Proposed Total ~~(two-year)~~ Contract Amount: \$ 15,000

(4) In addition to the above requested information, applications must address the following components:

1. Specific detail of how the requested funds will be used (attach summary - *one page maximum*);
2. Financial information for your organization including annual budget and other sources of potential funding. Please also include 2 years of financial statements such as Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc. or include Independent Auditors' Reports (attach relevant documents);
3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (attach summary - *half page maximum*); and

4. Specifically address how your proposal meets the criteria described in the City's Public Service Contract Policy (specific criteria components are outlined below, please attach no more than one page for each criterion):

Criterion 1: Accountability and Sustainability of Organization - The organization must have the following:

- a. Quantifiable goals and objectives.
- b. Non-discrimination in providing programs or services.
- c. Cooperation with existing related programs and community service.
- d. Compliance with the City contract.
- e. Federally recognized not-for-profit status.

Criterion 2: Program Need and Specific City Benefit - The organization must have the following:

- a. A clear demonstration of public benefit and provision of direct services to City residents.
- b. A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

Criterion 3: Fiscal Stability and Other Financial Support - The organization must have the following:

- a. A clear description of how public funds will be used and accounted for
- b. Other funding sources that can be used to leverage resources.
- c. A sound financial plan that demonstrates managerial and fiscal competence.
- d. A history of performing in a financially competent manner.

Criterion 4: Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

Signed:  Date: 2/13/17

**Special Service Contract
Extraordinary Request
Park City Summit County Arts Council
Arts and Culture Master Planning Project**

1. PROPOSED PROJECT REQUEST (one page)

Overview/Background

The Park City Summit County Arts Council is requesting a \$15,000 Special Services Contract from PCMC to support a portion of costs to lead a collaborative, community-wide arts and culture master planning project.

Purpose

The Arts and Culture Master Plan will outline the future of arts and culture in Summit County. It will include a set of short and long-term recommendations that address local needs, grow investment in our creative sector, connect arts and culture to City and County priorities, and support the long-term vitality of our arts and culture community.

Scope of Work

The Summit County Arts and Culture Master planning process will be organized into three (overlapping) phases each with specific goals, objectives, and deliverables. Work will begin as resources are committed to the project.

Phase 1: Creative Community Inquiry (data collection and analysis)

Phase 2: Creative Community Visioning (convenings and engagement)

Phase 3: Creative Community Action (documentation and recommendations)

The Arts Council will manage the project with the oversight and guidance of a Steering Committee comprised of established project stakeholders. Workgroups will be established to ensure broad participation and input into the planning process. (See Appendix A for more detail on the leadership structure, roles and responsibilities, and confirmed participants)

We will seek a broad base of public participation through digital and in person activities. The Arts Council will launch and maintain a project website to publicize the process and progress, provide a point of access for public survey tools, and share opportunities for engagement. We will also use the Arts Council and partner organizations' platforms to promote the project.

In addition, we will hold at least one community forum/town hall and organize several events at partner sites to collect data and get feedback from the public. We will plan a day-long working meeting (a Master Plan Summit) for participating organizations midway through the process to review data, identify collective priorities, and generate recommendations. Project workgroups will meet at least three times during the course of the planning process to provide insight and direction. The Steering Committee will meet monthly.

2. FINANCIAL STATEMENTS

(attached)

3. GOALS AND OBJECTIVES (half page)

Phase 1 Goal: Creative Community Inquiry (data collection and analysis)

- Benchmark other community's arts and culture plans
- Document the state of arts and culture through a cultural program inventory
- Assess current funding allocations for arts and culture
- Define the economic impact of our arts and culture assets
- Assess our creative sector needs through interviews, surveys, and focus groups
- Draft a summary report

Phase 2 Goal: Creative Community Visioning (convenings and engagement)

- Document the roles and responsibilities of various arts and culture stakeholders
- Define the collective priorities of arts and culture organizations and the larger creative sector through convenings, open houses, public forums, a community-wide Summit, and workgroup sessions.
- Share progress and updates via the project website and social feeds
- Validate community inquiry data and assumptions
- Draft a summary report

Phase 3 Goal: Creative Community Action (documentation and recommendations)

- Develop a series of short and long-term recommendations
- Identify funding needs and financing mechanisms
- Draft an implementation timeline
- Draft a final report of findings and secure public adoption

3. SPECIAL SERVICE CRITERIA COMPONENTS

Criteria 1: Accountability and Stability of the Organization

a. Quantitative goals and objectives

The Arts Council maintains an annual operating plan with clear goals and objectives for our core marketing, programming, and policy/advocacy priorities. For the proposed master planning project, please see the goals and objectives outlined above.

b. Non-discrimination in providing programs or services

Arts Council services, resources, and opportunities are available to all, regardless of race, color, religion, sex or national origin.

c. Cooperation with existing related programs and community service

As an umbrella community nonprofit with a mission to promote, support, and strengthen arts and culture in our community, the Arts Council partners in a variety of ways with all local arts and

culture nonprofits. We lead networking activities, market partner organization's events, conduct partnership programming, and help advance policies to benefit the creative sector. We maintain strong relationships with the following local and statewide arts groups and organizations.

- Arts-Kids
- Alf Engen Museum
- Ballet West
- Egyptian Theatre
- Kimball Art Center
- Park City Institute
- Park City Chamber and Visitors Bureau
- Park City Community Foundation
- Park City Education Foundation
- Park City Film Series
- Park City Gallery Association
- Park City Municipal Corporation
- Park City Museum
- Park City and Summit County School Districts
- Park City Professional Artists Association
- Mountain Town Music
- Sundance Institute
- Summit County Government
- Summit County Museum
- Swaner EcoCenter and Preserve
- Utah Arts Council (Utah Department of Arts and Museums)
- Utah Cultural Alliance
- Utah Nonprofit Association
- Utah Symphony/Deer Valley Music Festival

d. Compliance with the City contract

The Arts Council has submitted, and will continue to submit, compliance reports to PCMC, as required, throughout the service contract period.

e. Federally recognized not-for-profit status

The Arts Council is recognized by the Federal Government as a 501(c)3 tax-exempt, not-for-profit organization.

Criteria 2: Program Need and City Benefit

The intent of the master planning project is to chart a course for the future of arts and culture in Summit County. No current master plan exists for the creative sector and no formal assessment and planning effort for arts and culture has been done since 1999. A diverse group of stakeholders have come together to request the development of a new plan, and the Arts Council will lead this effort which will benefit the public in the following ways:

- The process will provide a framework to aggregate and analyze data on the current state of arts and culture in our community, its economic impact, and the larger needs of the creative sector.
- It will serve as a means for community engagement with convenings, open houses, and surveys that help us understand the opportunities for arts and culture to advance our city and county goals.
- It will outline and define the collective priorities of those working in our creative sector--the arts and culture nonprofits, local artists, creative industry entrepreneurs, and those making their living working to support our creative enterprises.
- It will outline and define a set of short and long-term recommendations that address local needs, grow investment in our creative sector, connect to City and County priorities, and support the long-term vitality of our arts and culture sector.
- Finally, there are currently a number of development projects underway to grow arts capacity in Park City and Summit County -- from the Brew Pub Lot and Miners Plaza on Main Street to the County Fairgrounds and the capital expansion of the Kimball Art Center. The master planning process can help inform the direction, scope, and decision-making of these and other concurrent countywide arts and culture planning and development initiatives.

Criteria 3: Fiscal Stability and Other Financial Support

The total budget for the proposed scope of work is estimated at \$83,500. Funding will come from a diverse set of stakeholder groups that represent the interests of the larger community. (See Appendix B for the budget breakdown and list of targeted donors.) The requested PCMC Special Service Contract funds will represent approximately 18% of the total budget.

The Arts Council has a comprehensive accounting system in place. Finances are managed by a third party consulting firm and monthly financial statements are prepared by a CPA to ensure financial oversight and inform decision-making. Independent CPAs have performed financial review and audit engagements for the Arts Council in the past, and we will continue this practice annually moving forward.

We will track revenue and expenses for the master planning project and share reports with the Steering Committee to ensure fiscal accountability.

Criteria 4: Fair Market Value of Services

A proposed budget for costs associated with the project is outlined below (Appendix B) along with potential funding sources from a range of institutions that represent the varied interests participating in the planning process. PCMC's portion is an integral component, but is just a

portion of the total which reflects a fair market value, including in-kind services and volunteer time which will total well over \$200K.

4. EXTRAORDINARY REQUEST CRITERIA

Criteria 1: Special Service Contract Categories

As an arts effort, the master planning project fits within the normal Public Service Fund Distribution categories.

Criteria 2: Unexpected Fiscal Need

In September 2015, local Summit County arts and culture groups began to meet to advocate for planning and dialogue in order to secure and expand cultural stability and growth within our nonprofit arts and culture organizations and larger creative sector. This objective was presented to both the City and County Councils, and in February 2016, both Councils appointed a representative to act as a liaison to the Summit County Arts and Culture Initiative.

A Steering Committee was formed that included community/business leaders, PCMC and Summit County Council and staff, and arts and culture representatives. At the November 2016 meeting, the Committee stated their support for a formal Arts and Culture Master Planning process, and members asked that the Arts Council prepare a proposal to manage the work. That proposal was approved by the Steering Committee in December 2016 which launched the fundraising phase of the project. There was not an anticipated or determined need for the requested funds during the open Special Service Contract review period.

Criteria 3: Other Funding Sources

PCMC Council and staff have been involved in Arts and Culture Steering Committee since its inception and have served as key stakeholders in the discussions about the need for and scope of an arts and culture master plan. Park City Council unanimously supported the idea of a collaborative, community-wide master planning process led by the Arts Council at the December 8th meeting. As previously stated (and outlined in Appendix B), funding sources for the project include a wide range of partner organizations and groups who are interested and involved in the process. PCMC support is a critical part of the total funds requested.

APPENDIX A

ARTS AND CULTURE MASTER PLANNING // LEADERSHIP STRUCTURE

The Proposed Leadership Structure of the Arts and Culture Master Planning process includes a range of opportunities for input, engagement, and guidance to the process. The roles and responsibilities of the leadership groups are outlined below.

Steering Committee: Oversight and Guidance

Meets monthly for one hour. Ensures the planning process is on track and moving forward. Holds the project management team accountable. Advocates on behalf of the project.

Workgroups: Content and Direction

Provide content expertise and substantive direction to the project in core areas of emphasis. Advocate on behalf of the project. Workgroups meet as needed for a minimum of three longer work sessions. Members work asynchronously to move efforts forward. At least one representative from each Workgroup will be appointed to serve on the Steering Committee.

Arts and Culture Workgroup: This Workgroup is for Arts and Culture Nonprofit staff and Nonprofit staff with arts programming/interest in the arts.

TASKS: Help draft survey questions, identify data sources, collect data, review data, organize onsite convenings and open houses, organize interviews/focus groups, represent the project to their constituents, define and clarify priority recommendations, etc.

Creative Sector Workgroup: This Workgroup is for artists, writers, product makers, and other creative industry professionals.

TASKS: Help draft survey questions, collect data, review data, organize interviews/focus groups, represent the project to their peers, define and clarify priority recommendations, etc.

Business Sector Workgroup: This Workgroup is for business owners and their representatives (bars, restaurants, galleries, resorts, trade associations, etc.).

TASKS: Help draft survey questions, identify data sources, represent the project to their constituents, define and clarify priority recommendations, etc.

Finance and Philanthropy Sector Workgroup: This Workgroup is for government officials/ staff, grantmakers, land developers, and others with an interest in assessing the current financing mechanisms of arts and culture and opportunities for growth.

TASKS: compile and review existing investment data, consider RAP tax reauthorization requirements and options, identify alternative financing mechanisms and appropriations for arts and culture priorities, etc.

ARTS AND CULTURE STEERING COMMITTEE MEMBERSHIP

Roger Armstrong (Summit County Council Representative)
Randy Barton (Egyptian Theater, PC Arts and Culture Representative)
Jenny Diersen (Park City Municipal Staff)
Travis English (Summit County Staff)
Bill Malone (Park City Chamber)
Bob Richer (Former Council Member)
Bill Rock (Vail)
Katie Stellpflug (Kamas Gallery Owner)
Bob Wheaton (Deer Valley)
Nann Worel (Park City Council Representative)
Katie Wright (Park City Community Foundation)

TBD (Historic Main Street Business Alliance)
TBD (Eastside Municipal Representative)

Teri Orr (Chair, Arts and Culture Workgroup)
Rob Slettom (Chair, Business Workgroup)
Mary Beth Maziarz (Creative Sector Workgroup Representative)
TBD (Funding and Philanthropy Workgroup Representative)

APPENDIX B

PROPOSED MASTER PLAN BUDGET: (Jan-Dec 2018)

ITEM	TIMELINE (11 months/ 48 wks)
Staffing	
Project Manager	40,000
Arts Council ED	20,000
Consultants: data collection, tech, facilitation	15,000
Subtotal	75,000
Misc Expenses: outreach, meetings, technology, contingencies	8,500
TOTAL	83,500

Projected/Targeted Funding Sources

Sources	Target
Individual Donors	\$20,000
Chamber of Commerce	\$10,000
City	\$15,000
County	\$15,000
Businesses	\$15,000
Arts and Culture Groups	\$10,000
Grants (UDAM, PCF)	\$5,000
Total	\$90,000

Park City Summit County Arts Council Arts & Culture Master Plan Performance Measures & Deliverables

Phase 1 Goal: Creative Community Inquiry (data collection and analysis)

- Benchmark other community's arts and culture plans
- Document the state of arts and culture through a cultural program inventory
- Assess current funding allocations for arts and culture
- Define the economic impact of our arts and culture assets
- Assess our creative sector needs through interviews, surveys, and focus groups
- Draft a summary report

Phase 2 Goal: Creative Community Visioning (convenings and engagement)

- Document the roles and responsibilities of various arts and culture stakeholders
- Define the collective priorities of arts and culture organizations and the larger creative sector through convenings, open houses, public forums, a community-wide Summit, and workgroup sessions.
- Share progress and updates via the project website and social feeds
- Validate community inquiry data and assumptions
- Draft a summary report

Phase 3 Goal: Creative Community Action (documentation and recommendations)

- Develop a series of short and long-term recommendations
- Identify funding needs and financing mechanisms
- Draft an implementation timeline
- Draft a final report of findings and secure public adoption

Community Outreach Deliverables

- The Arts Council will maintain a website to serve as the public platform for Project engagement, to chronicle opportunities for participation, and to share findings and accomplishments as they unfold during the process.
- The Arts Council will maintain a document that details the scope of participation in the process from each of the stakeholder groups (businesses, nonprofits, creatives, philanthropy and the general public).

Budget Deliverables

- The Arts Council will maintain a project budget and report to the Steering Committee monthly on revenue and expenses.

Through the Arts and Culture Master Planning project and the documentation that results, the Arts Council will answer the following questions:

- Why is Art and Culture important to our whole community? What are the collective priorities of the Arts and Culture community as identified through the project survey, workgroup meetings, community convenings, etc.?
- What is the current level of service and funding for art & culture in Park City? Summit County?
- What are the implementation and financing recommendations (funding, services, etc.) of the Master Planning project as they pertain to partnership, facilities, community involvement, etc.
- How do the results compare to other communities that were chosen as a measure?

Other Requirements:

The City shall appoint a Council Liaison, and Staff Liaison(s) for this project.

The City Staff Liaison(s) shall be appointed by the City Manager with advice from the Economic Development Manager. The City Staff Liaisons shall serve provide staff support to the City Council Liaison, as well as, shall attend Steering Committee Meetings. When the City Council Liaison cannot attend Steering Committee Meetings, the Staff Liaisons shall report back to the City Council Liaison on items discussed.

Additionally the Staff Liaisons shall attend and provide support for the Arts and Culture Master Plan including Public Outreach Meetings/ Convenings, shall write staff reports and participate in and support public presentations including report outs to City Council.

The City Council Liaison shall be appointed by the Mayor and City Council of Park City. The City Council Liaison shall attend Steering Committee meetings and provide updates through the process back to City Council outside of the required Arts and Culture Master Plan check in points as listed above.

The Steering Committee will meet monthly and receive an update report on project process and findings. Steering Committee members including the City Liaison and staff will have time to review and provide input before final documentation, recommendations, priorities, and financing alternatives are compiled.

In coordination with City Staff and Council Liaison, the Park City Summit County Arts Council (Arts Council) is required to report out to City Council twice throughout this process including once no later than July 27th, 2017, and once no later than December 14th, 2017. The City Council may request a verbal update on the project at any time, and in coordination with City Staff Liaison(s), the Arts Council shall update City Council's request no later than 3 weeks after

such a request. At the end of the project, in coordination with the City Staff Liaison, the Arts Council is responsible for providing findings and reporting to City Council. A final report will be completed no later than June 1, 2018.

Funding is contingent on funding from Summit County and diverse community partners. Funding payment recommendation is 80% at contract signing, 20% at delivery of final report. Final payment must occur before the end of the Park City fiscal year (June 30, 2018).

Exhibit D – Comparative of City Goals and Strategies and Project ABC Strategies

In this exhibit staff has highlighted the differences between the City's goals and priorities and Project ABC Strategies.

Value statement: Strengthen, unify, and connect artistic and cultural expression as the City grows into an arts & culture hub

- 1. Public Art - Enrich and connect the community through visual arts in public spaces**
 - a. Maintain and preserve the public art collection
 - b. Acquire public art that aligns with the City's core values
 - c. Select public art that reflects a sense of place
 - d. Engage the community through public art
- 2. Special Events - Facilitate cultural, arts, and entertainment experiences that are inclusive and meaningful**
 - a. Create vibrant event offerings that celebrate Park City's unique culture, environment and sense of place
 - b. Build inclusive experiences to connect the community
 - c. Diversify events with cultural and economic benefits
 - d. Involve and educate the community about the purpose, opportunities, and challenges of special events
 - e. Mitigate impacts of special events to our neighborhoods and community by coordinating with local and regional partners
- 3. Regional Collaboration - Continually assess arts & culture elements and identify opportunities locally and regionally**
 - a. Identify and coordinate with local and regional partners
 - b. Create defined and measureable goals regarding arts and culture
 - c. Seek inspiration from community members and comparable cities
 - d. Diversify and sustain funding sources for arts and culture
- 4. Programs - Create opportunities that engage and educate the community**
 - a. Provide opportunities for public discussion that deepen understanding
 - b. Expose the community to new ideas through a visual presentation
 - c. Facilitate educational opportunities with community partners
 - d. Create opportunities for the public to observe and interact with local artists
- 5. Economy - Diversify and enhance economy and improve the local and guest experience**
 - a. Work with arts & culture non-profits to create workspace, housing, and jobs within the City

- b. Create arts & culture amenities which provide additional experiences beyond snow and outdoor recreation
- c. Develop accessible, inclusive, and unique spaces where the community can gather
- d. Leverage private-public partnerships to elevate unique cultural experiences

6. Legacy - Cultivate the legacy of our City's cultural heritage

- a. Protect and defend historic buildings and structures through education, guidelines, and regulations
- b. Proudly tell the story of the community through diverse methods
- c. Tie public art to cultural legacy
- d. Plan developments that compliment historic and small town nature
- e. Cultivate local uniqueness and character (mining, skiing, Olympics, fun and funk)

PCMC STRATEGIC ROLE

Looking across the Collective Priorities and Strategies findings there are clearly a number of opportunities for PCMC to consider as we develop final recommendations for the ProjectABC cultural master plan. We look forward to meeting with staff and Council to explore whether and how to move these forward. For the purposes of consideration and discussion during the December 14 work session, we have developed a condensed list of relevant strategies where PCMC could play a lead role. While these are clearly not the only places for PCMC to provide Arts and Culture support, they serve as a starting point for future decision making.

Collective Priority: Spaces

Develop, support, and protect high-quality facilities and venues for the creation, cultivation, and exhibition of Arts and Culture countywide.

Related Strategies

- Build or set-aside affordable live/work housing for artists who live and work in Summit County and enact local policy to ensure long-term availability and affordability of artist live/work space.
- Identify policies, funding mechanisms, and other approaches to protect current and future Arts and Culture spaces in perpetuity to avoid the loss of creative spaces over time.
- Create accessible, community-level, locals-focused venues for the performance, and exhibition of Arts and Culture.
- Create opportunities for local artists to display work in public buildings, businesses, hotels, and resort lodges.
- Build additional indoor and outdoor venues for large, world-class performances
- Develop collaborative studio facilities for artists working in a variety of fields that provide workspace, storage, and equipment.
- Increase overall quantity of publicly supported Arts and Culture facilities. Similar to what we've done for recreation facilities.

Collective Priority: Data

Develop systems and tools that use data to drive decision-making and track the future of Arts and Culture in Summit County.

Related Strategies

- Develop a consistent countywide Public Granting Portal and Database with:
 - Reports on funding allocation by type, size, and reach of grantee
 - Reports on impact of granting (attendance, ticket sales, staffing, audience, programming)
- Conduct annual Economic Impact Analysis of the Creative Economy in Summit County. Develop and implement an accurate and defensible system of quantifying Arts and Culture attendance to support ongoing economic impact quantification.

Collective Priority: Places

Support the development and connection of places for Arts and Culture across Summit County geographies.

Related Strategies

- Focus on connecting existing and new Arts and Culture hubs across the county and building a network for promotion, support, and creative activation.
- Expand existing or develop new outdoor public gathering spaces countywide that provide creative expression and that provide opportunities to display and perform.
- Further develop local public art.
 - Integrate public art into trails and open space.
 - Create Interactive and temporary public art experiences
 - Develop an accessible map or web-based tool to better highlight the collection
 - Combine locally produced artwork with more internationally known, iconic artist installations
 - Use public art to highlight cultural and ethnic diversity of Summit County
 - Prioritize functional public art (wayfinding, benches, landscape art, etc.)
 - Incentivize private developers to invest in and install public art
 - Look for additional funding sources for public art projects
- Prioritize mindful development that incorporates curated Arts and Culture elements into master planning proposals.
- Evaluate how cultural public grants are made and disbursed to ensure support for small and emerging organizations in addition to large anchor organizations.

Collective Priority: Funding

Develop diverse and sustainable funding mechanisms to ensure long-term success and vibrancy for Arts and Culture in Summit County.

Related Strategies

- Develop creative and flexible community-wide funding mechanisms that are not reliant on traditional donations and/or public funding
- Continue public % for art funding for public art but explore opportunities to use funds for smaller, temporary projects in addition to bigger permanent installations.
- Seek state and federal grant support for Arts and Culture.

- Seek new sources of public funding for Arts and Culture.

Collective Priority: Governance/Policy

Create administrative structures, systems, and policies to support the sustained vitality and growth of Arts and Culture in Summit County.

Related Strategies

- Create a dedicated, official Arts and Culture liaison position or department in local government (e.g., Summit County, Park City, etc.)
- Establish a new or identify one or more existing local organizations to:
 - Manage and administer centralized funding distribution (i.e., grants)
 - Advocate on behalf creatives and arts and culture organizations locally and statewide
 - Promote arts and culture countywide to locals and destination visitors.
 - Support and connect places for arts and culture throughout the county in a unified effort
- Establish or identify an organization or individual to serve as a liaison/coordinator to advocate for inclusion, programming, and outreach to diverse populations throughout Summit County.
- Research existing local Arts and Culture funding policies and consider renegotiation of or amendments to those policies to be ensure alignment with community need.
- Establish policy that connects Arts and Culture to city and county government economic and community development goals

Collective Priority: People/Organizations

Support the needs of people and organizations through Arts and Culture in Summit County

Related Strategy

- Invest in developing local artists and creatives, particularly youth.

Collective Priority: Programming:

Build creative programs that respond to our diverse community needs, interests, and dreams

Related Strategies

- Develop programming that connects Arts and Culture to other communities priorities or uses Arts and Culture as a tool for advancement.
- Develop and support programming that recognizes and celebrates the cultural heritage of Summit County.



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

On Oct. 12, 2017, the City hired Webb Management Services to prepare research and recommendation on a preliminary strategy for the the visioning, programing, public outreach and business planning of an arts and culture district in Park City.

Over the last several months, Webb Management, through visioning meetings with staff from the Kimball Art Center, Sundance Institute and Park City Municipal, public open houses, individual one-on-one stakeholder interviews, facility assessments and best practices comparisons, as well as from survey analyses provided by the Project ABC team, has prepared a set of initial guiding recommendations for the creation of an Arts and Culture District in the Bonanza Park area. These recommendations will act as a high-level guide as the development partners move through the design process.

Respectfully:

Nate Rockwood, Capital Budget, Debt & Grants Manager

City Council Staff Report



Subject: Webb Management (Arts and Culture District Consultant)
Visioning, Programming, and Business Planning
Recommendations

Author: Nate Rockwood

Department: Budget, Debt, & Grants Department

Date: December 14, 2017

Type of Item: Informational

Summary Recommendation

City Council should review the recommendations provided by Webb Management Services for the vision, programming and recommended uses, and business planning of an Arts and Culture District in Bonanza Park. Park City and its partners, Kimball Art Center and Sundance Institute, will use the recommendations as a high-level guide while working with the Arts and Culture District Design Team in the creation of a new district.

Executive Summary

On Oct. 12, 2017, the City hired Webb Management Services to prepare research and recommendation on a preliminary strategy for the visioning, programming, public outreach and business planning of an arts and culture district in Park City.

Over the last several months, Webb Management, through visioning meetings with staff from the Kimball Art Center, Sundance Institute and Park City Municipal, public open houses, individual one-on-one stakeholder interviews, facility assessments and best practices comparisons, as well as from survey analyses provided by the Project ABC team, has prepared a set of initial guiding recommendations for the creation of an Arts and Culture District in the Bonanza Park area. These recommendations will act as a high-level guide as the development partners move through the design process.

Background

On July 20, 2017, City Council adopted letters of intent with the Kimball Art Center and Sundance Institute to design and build a Park City Arts and Culture District in Bonanza Park. The City also adopted a purchase agreement for the Bonanza Park East properties and adopted a resolution enacting a 1% Transient Room Tax to be effective January 1, 2018.

As the first step in the creation of the Arts and Culture District, the City, Kimball Art Center and Sundance Institute issued a joint A&C Consultant RFP. The consultant was to provide development and operational vision; assess the opportunity and capacity for the planning and implementation of the District; and provide guide goals, priorities, and objectives for the arts and culture district project. Webb Management was hired by the City on the recommendation of PRMC staff and KAC and SDI staff and board members.

Acronyms

TRT – Transient Room Tax
RFP – Request for Proposals
A&C - Arts and Culture
KAC – Kimball Art Center
SDI – Sundance Institute

The Opportunity

Over the last several months, Webb Management, through visioning meetings with staff from the Kimball Art Center, Sundance Institute and Park City Municipal, a public open house, individual one-on-one stakeholder interviews, facility assessments and best practices comparisons as well as from survey analyses provided by the Project ABC team, has prepared a set of initial guiding recommendations for the creation of an Arts and Culture District in the Bonanza Park area. These recommendations will act as a high-level guide as the development partners move through the design process. The consultant also provided additional input for the design team RFP from which proposals were accepted on December 4, 2017.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Review the recommendation provided by Webb Management Services, Inc. for an Arts and Culture District concept.

Pros:

- a) These recommendations will act as a high-level guide as the development partners move through the design process.
 - b) The A&C Consultant will continue to provide public outreach services and arts and culture expertise throughout the design process, which will benefit the project and the community moving forward with the design team.
 - c) The recommendations and A&C Consultant will act as a third voice, apart from the Owners and Design Team in evaluating and achieving the overall goals and vision of an Arts and Culture District.
2. **Null Alternative:** Staff could use other information or recommendations for the creation of an Arts and Culture District
 3. **Other Alternatives:** Council could ask for additional information or recommendations for the creation of an Arts and Culture District.

Analysis

The summary Webb Management Services - Arts and Culture District Vision, Programming and Business Planning recommendation is attached. The summary recommendation will be presented to City Council by the Consultant as part of the work session. The full recommendations have also been presented to the Project Development Team, including representatives from Sundance Institute, Kimball Art Center and Park City Municipal Corporation. The recommendation will serve as a high-level guide by the Project Development Team during the design process.

The recommendations are also being presented to the community as part of a two week Park City Arts and Culture District Digital Open House. This digital open house will run

on the City's website from December 11, 2017 to December 21, 2017. This format is intended to reach a different and potentially more diverse community group than the past Arts and Culture District Open House.

The attached recommendations can be broken down into several components, each of which include:

- Needs assessment and recommended component concepts,
- What components go where (with Kimball, Sundance or the City)
- Business planning, policies and economic analysis of recommended components,
- Examples of component concepts in other communities,
- Recommended governance and operations, including potential operating budget/balance sheet pro-forma.

The recommendations also include next steps in planning for the district, recommended district governance models and the potential economic impact of an Arts and Culture District.

Department Review

Budget, Debt, & Grants Department, Community Development Department, City Attorney's Office, and City Manager

Funding Source

Contract funding will come from cp0307 Bonanza Park project in the Council adopted 5-year Capital Improvement Plan.

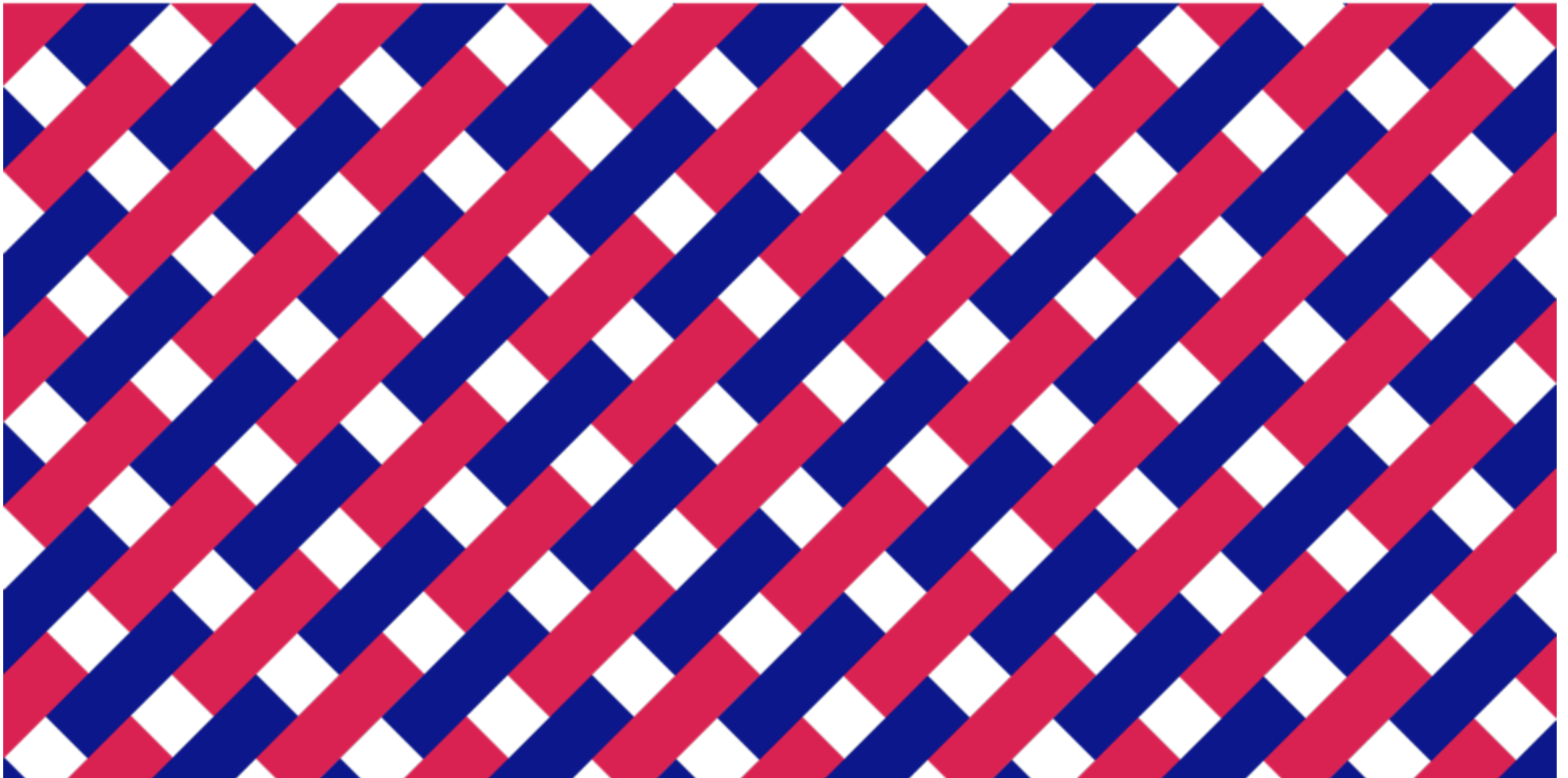
Attachments

Exhibit A – Webb Management Services – Arts and Culture District Vision, Programming and Business Planning Summary Recommendation

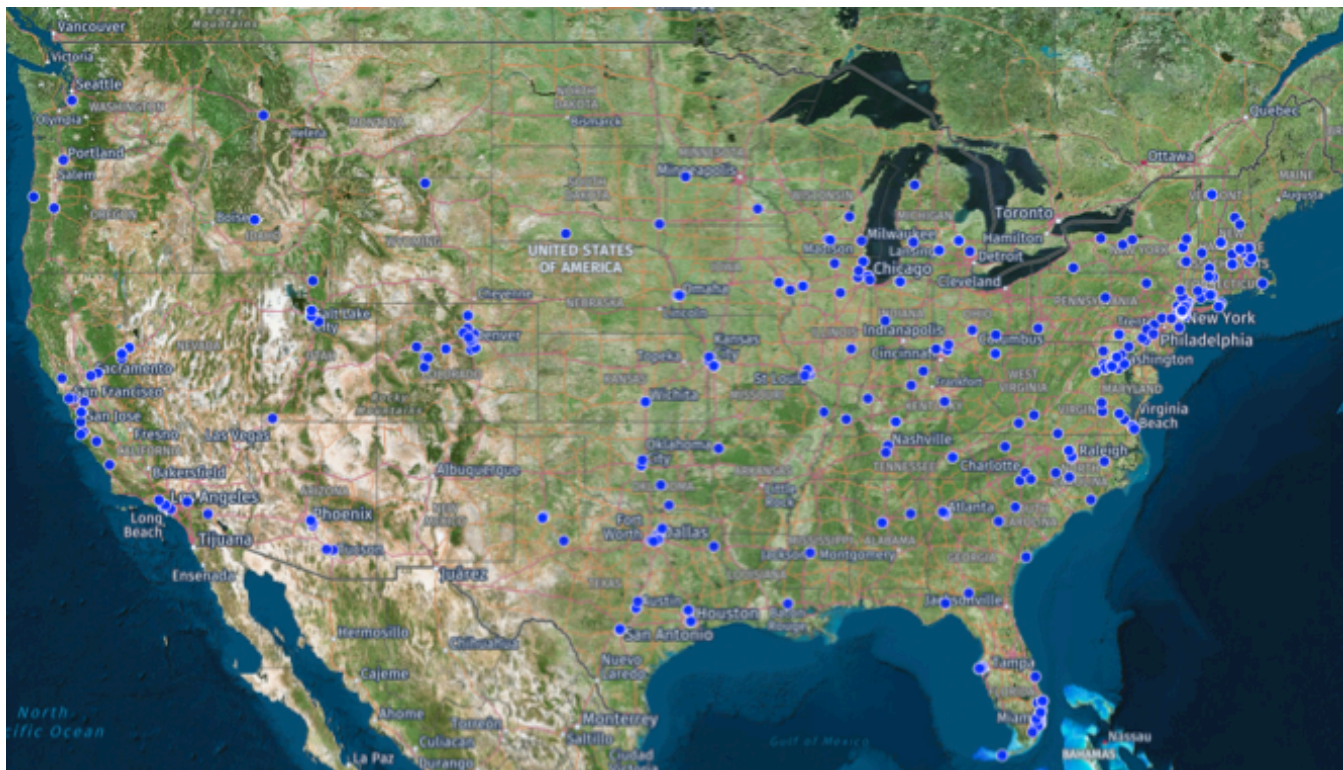
Assessment

Park City Cultural Facilities and District Feasibility Study

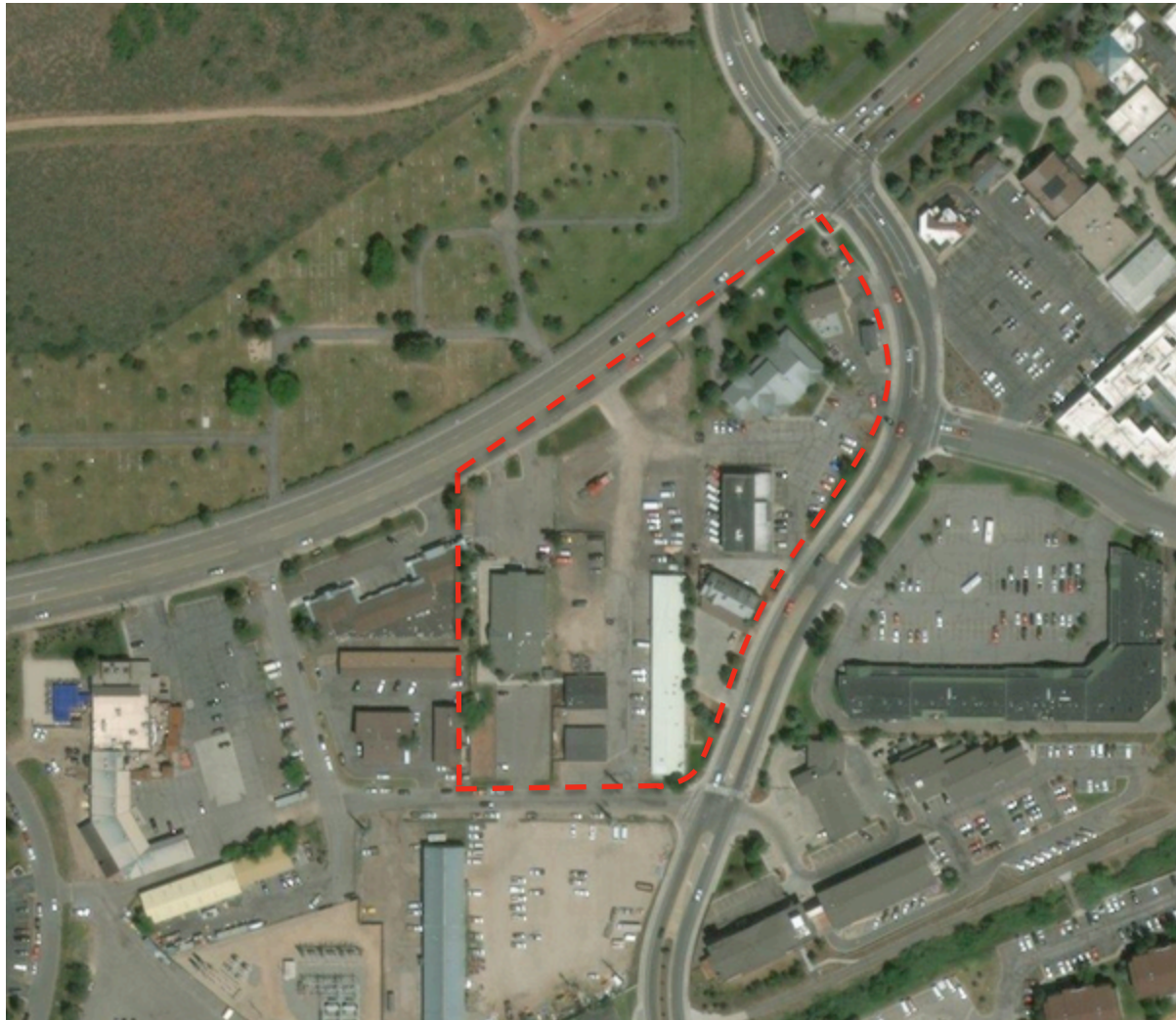
December 14, 2017



Webb Management Services

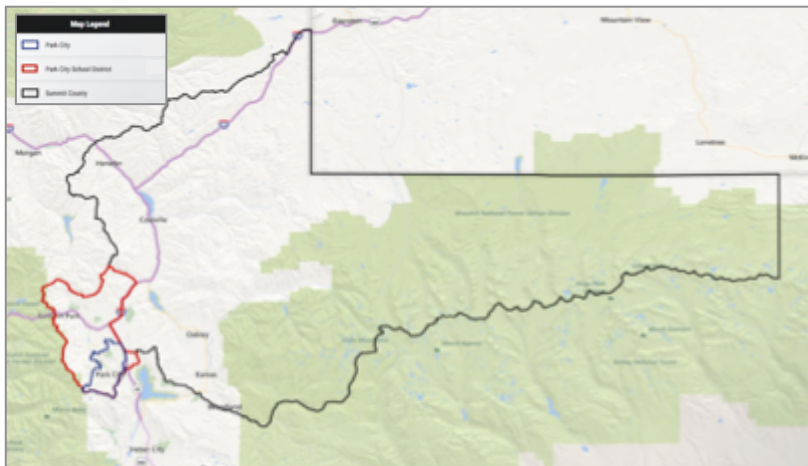


The Bonanza Park site + project



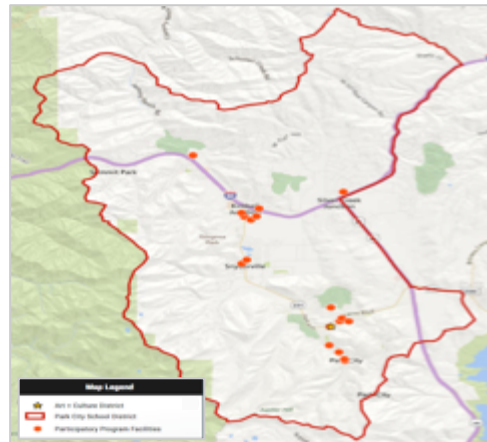
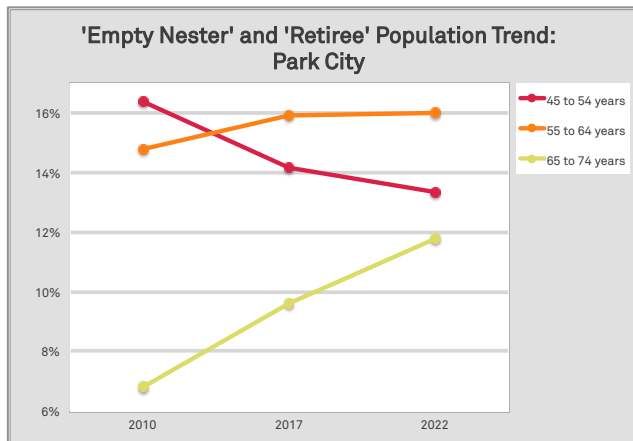
Scope of work

- * What programs and facilities should be included in a new Kimball Art Center?
- * How should Sundance Institute approach community engagement?
- * What are the other structures/tenants/programs to include on the site?
- * What are the outdoor/public space opportunities?
- * How do all of the various project components fit together as a concept?
- * How should the district be programmed, governed, and sustained?



Assessment methodology

- * Interviewed a cross-section of cultural, political, and community leaders;
- * Toured local and regional cultural facilities;
- * Studied the size and characteristics of the market area;
- * Assessed potential user demand for new cultural spaces;
- * Developed and evaluated detailed inventories of existing facilities; and,
- * Searched for example projects and districts.



Facilities responding to change

- * Cultural facilities are responding to new challenges and opportunities by:
 - * Embracing a broader definition of cultural activity;
 - * Shifting from “Friday Night Lights” to the “Community Living Room.”
 - * Evolving from palaces of art to cultural districts;
 - * Focusing on active programs as well as passive participation;
 - * Responding to economic and community development issues;
 - * Placing greater focus on the social experience of attending an event;
 - * Finding ways to maintain a low cost of access for nonprofit arts groups;
 - * Adding secondary, temporary, and outdoor spaces; and,
 - * Providing participants with some measure of control over their experience.

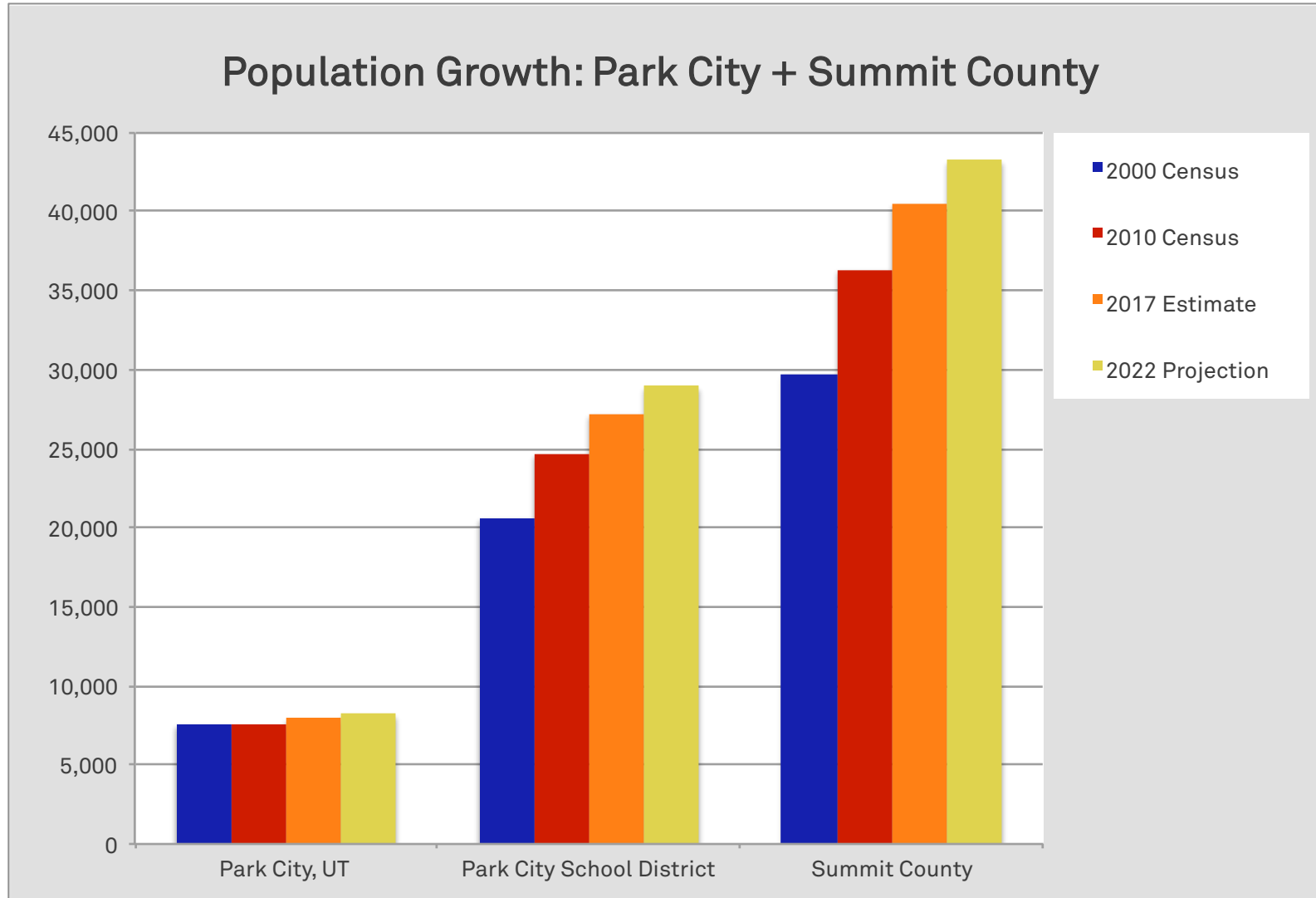


Why we like cultural districts

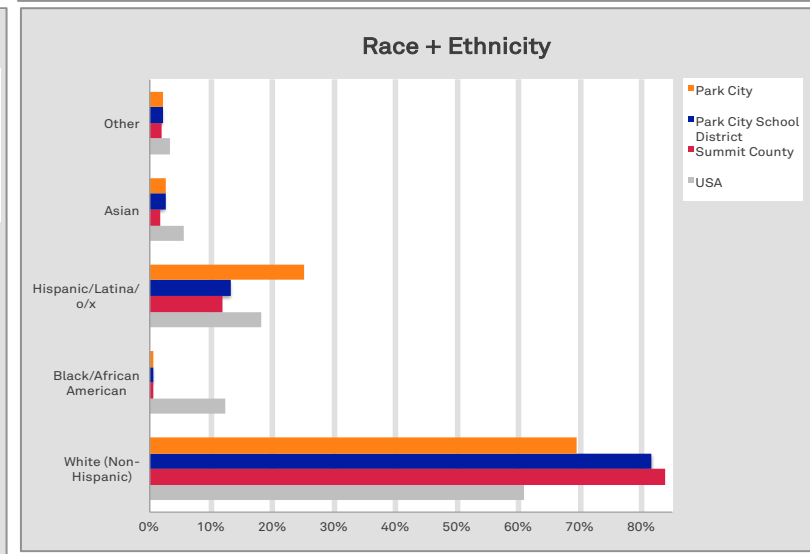
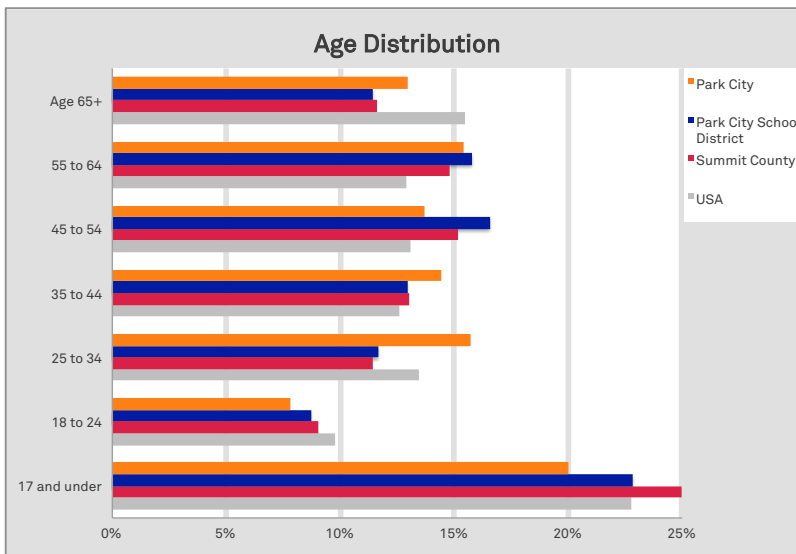
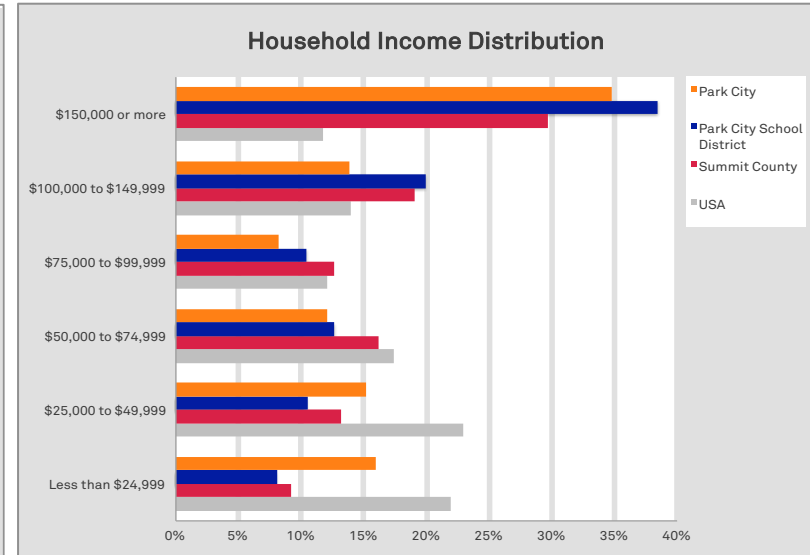
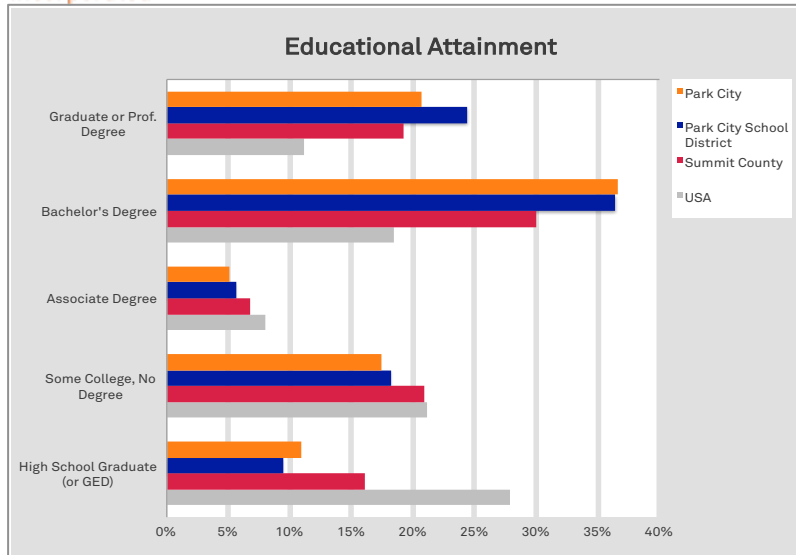
- * They can be developed over time in phases.
- * They can include outdoor and informal programming space.
- * They tend to be more authentic to the community.
- * They are porous enough to drive commercial development.
- * They have the potential to be more inclusive and diverse.
- * They have enhanced ability to attract visitors.
- * They bring the cultural community together.



The resident market

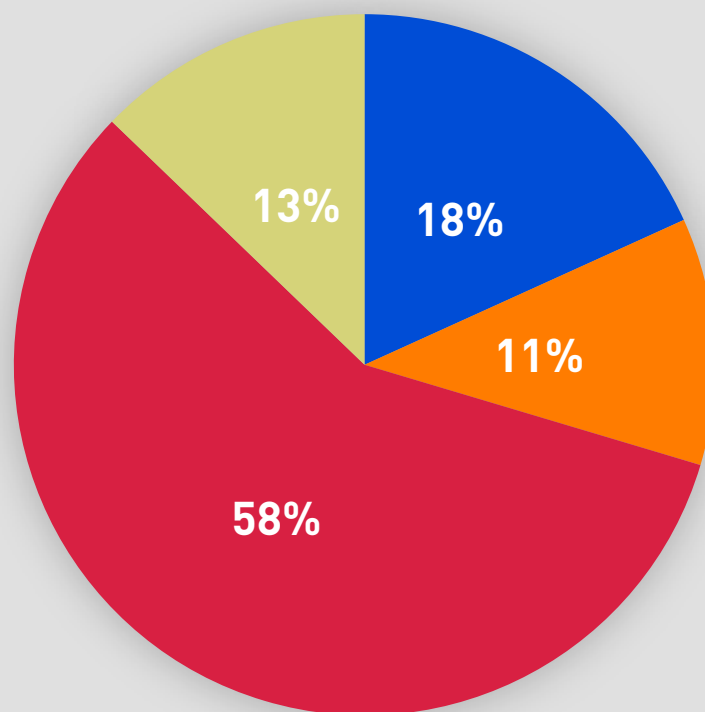


The resident market



The seasonal market

Park City Housing Units



■ Owner Occupied ■ Renter Occupied ■ Seasonal Use ■ Vacant

Source: 2010 Census



The non-resident market

Park City Tourism Profile

	2010	2011	2012	2013	2014	2015
Total Spending by Travelers State of Utah (millions) ¹	\$6,999	\$7,157	\$7,589	\$7,606	\$7,805	\$8,195 (e)
Total Tourism Related Tax Revenue (millions) ²	\$229.1	\$300.4	\$300.8	\$325.8	\$361.3	\$443.4
Total Visitor Nights ³	3,007,970	3,118,065	3,071,015	3,086,547	3,101,293	2,784,091
Winter (Nov-April)	1,655,808	1,743,652	1,665,093	1,693,814	1,715,323	1,726,938
Summer (May-Oct)	1,301,584	1,367,643	1,399,345	1,410,877	1,376,901	1,493,543
Total Overnight Visitors ⁴	537,138	545,925	503,445	505,991	508,409	456,408
Winter (Jan-April, Nov-Dec)	280,645	277,842	248,521	252,808	256,018	257,752
Summer (May-Oct)	232,425	234,873	249,883	251,942	245,875	266,704
Employment Tourism provides nearly 9,000 jobs and accounts for over 40% of Summit County's total employment. Tourism also indirectly supports other industries, such as construction, real estate, insurance, building supplies, automotive, etc.						



Comparable markets

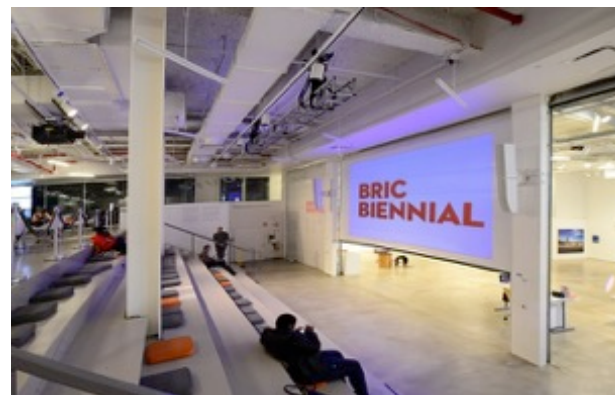
Theater Seats Per Capita in Comparable Markets

	Park City, UT	Jackson, WY	Aspen + Snowmass, CO	Breckenridge, CO
Market				
Population: Local	7,963	10,152	6,740	4,682
Population: 30-mile Radius	1,623,580	35,737	51,182	67,435
Local Educational Attainment: Bach and Higher, Age 25+	26%	28%	29%	26%
Local Median Household Income	\$105,102	\$67,117	\$67,164	\$61,394
Visitors				
Festival Visitors	555,575	3,000,000	243,000	145,000
Skier-Visits	1,549,726	1,100,000	1,450,000	1,600,750
Total Visitors	2,105,301	4,100,000	1,693,000	1,745,750
Number of Events	77	95	68	85
Theater/Performance Venues				
# of Venues	5	3	7	5
# of Seats	2,785	1,300	2,414	1,985
Seats per Capita (Population: Local)	0.35	0.13	0.36	0.42
Seats per Total Visitors	1.32	0.32	1.43	1.14



User demand

- * Performance and screening facilities
- * Hands-on programming
- * Artist live, work, teach, and exhibition space
- * Incubation space
- * Outdoor facilities

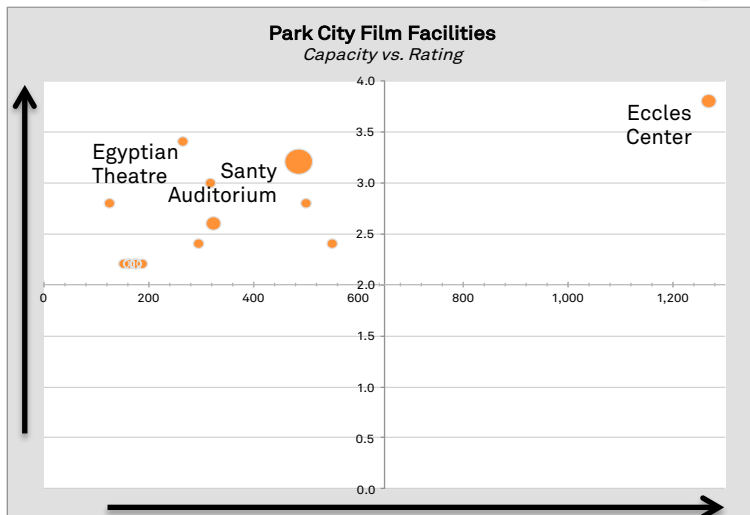
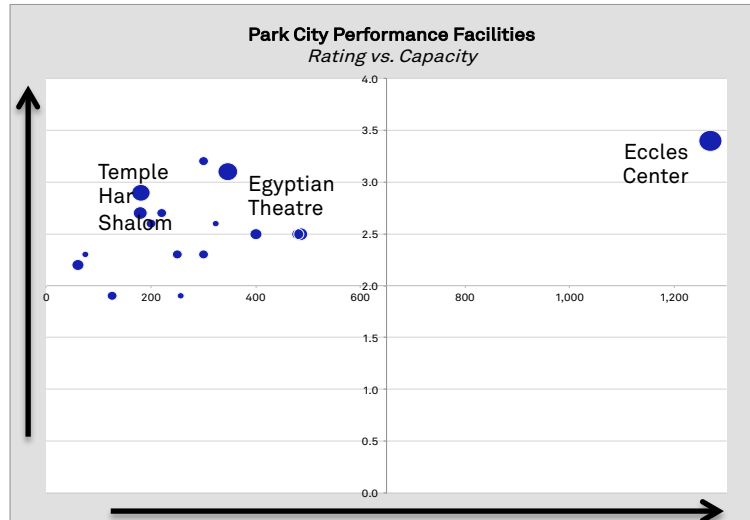


Project ABC findings

Workspace for Artists of Diverse Fields * Needed by visual + performing artists, musicians, creative entrepreneurs * Affordable * Interdisciplinary * Open collaborative space + private studios * Storage	Small, Intimate Performance Venues (cap. <100) * Black box or listening room * Affordable * Locals focused * Easy to book * All ages	Community Exhibition Space * Locals focused * Platform for cutting edge contemporary art	Adaptable + Flexible Public Space * Gathering space * Public art * Community performance space * Potential to soften event challenges on Main Street
	Big, High-quality Performance Venues (cap. >500) * Accessible to the community * Affordable * Easy to book * Ability to schedule years in advance	Affordable Housing * Dedicated to artists/creatives * Live/work * Maybe family friendly	Education Space * Flexible * Multi-disciplinary * All ages * Accessible
		Co-op Gallery Space * Interdisciplinary * Locals focused * Incubator	Community Kitchen * Potentially paired with an incubator program



Performance facilities



Rehearsal + Hands-on Program Facilities Inventory: Park City, UT Indoor facilities in Park City (defined according to Park City School District boundaries)

Facility	Disciplines Supported										Activity				
	Dance	Music	Theatre	History	Food/Cooking	Film/Digital Media	Digital/Media Arts	Visual Arts	Health/Wellness	Youth Education	Adult Education	University/Academic	Camp (Summer, School Break, etc.)	Birthdays Parties	Private Rental
Alf Engen Ski Museum															
Ballet West															
Dance Tech Studios															
Egyptian Theatre															
Granger School of Music															
Kimball Arts Center															
Open Air Art Space															
Paint Fusion															
Paint Mixer															
Park City Community Church															
Park City Film Studios															
Park City Library															
Park City Museum															
PC Marc															
Prospector Square Theatre															
Summit Co. Library: Kimball Junction Branch															
Swaner Preserve and EcoCenter															
Utah Conservatory															
	17%	33%	17%	28%	0%	33%	33%	17%		78%	33%	6%	22%	22%	56%

Gallery + Exhibition Spaces in Park City (defined according to Park City School District boundaries)

Visual Arts Facilities	Type	Small	Medium	Large	Visual Art	Science/Using Collections	History/Culture	Children's Family	Printmaking	Prints/Drawings	Photography	Sculpture	Installation/New Media	Cultural Artifacts	Pottery	Jewelry	Blown Glass	Furniture	Local/Regional Artists	National/International Artists
Alf Engen Ski Museum	Museum																			
Artworks Gallery	Gallery																			
Bret Webster Images	Gallery																			
Crosby Collection	Gallery																			
David Beavis Gallery	Gallery																			
Designs By Knight	Gallery																			
Earthlight Galleries	Gallery																			
Fatali Gallery + Museum	Gallery																			
Gallery Mar	Gallery																			
Hope Museum + Gallery	Gallery																			
JGO Gallery	Gallery																			
Julia Neeter Gallery	Gallery																			
Kimball Art Center	Gallery																			
Lunda Fine Art Gallery	Gallery																			
Main Street Gallery	Gallery																			
Mangelsen	Gallery																			
McMillen Fine Art Photography	Gallery																			
Meyer Gallery	Gallery																			
Montgomery-Lee Fine Art	Gallery																			
Mountain Trails Gallery	Gallery																			
Old Town Gallery	Gallery																			
Open Air Art Space	Gallery																			
Paint Fusion	Event																			
Paint Mixer	Event																			
Park City Fine Art	Gallery																			
Park City Museum	Museum																			
Pando Fine Art	Gallery																			
Prothro Gallery	Gallery																			
Prospect Gallery	Gallery																			
Rich Holmes Gallery	Gallery																			
Robert Kelly Home	Gallery																			
Susan Swartz Studios	Gallery																			
Terrizan Gallery	Gallery																			
Thomas Anthony Gallery	Gallery																			
Thomas Kearns McCarthy Gallery	Gallery																			
Trove Gallery	Gallery																			
Willie Holdman Photographs	Gallery																			
		89%	11%	0%	97%	0%	5%	8%	88%	30%	35%	57%	11%	14%	19%	5%	19%	8%	38%	32%

* 5% or less than 20,000; 0-20,000; 20,000-50,999; 50,000-100,000; 100,000-250,000; 250,000-500,000; 500,000-1,000,000; 1,000,000-2,500,000; 2,500,000-5,000,000; 5,000,000-10,000,000; 10,000,000-25,000,000; 25,000,000-50,000,000; 50,000,000-100,000,000; 100,000,000-250,000,000; 250,000,000-500,000,000; 500,000,000-1,000,000,000; 1,000,000,000-2,500,000,000; 2,500,000,000-5,000,000,000; 5,000,000,000-10,000,000,000; 10,000,000,000-25,000,000,000; 25,000,000,000-50,000,000,000; 50,000,000,000-100,000,000,000; 100,000,000,000-250,000,000,000; 250,000,000,000-500,000,000,000; 500,000,000,000-1,000,000,000,000; 1,000,000,000,000-2,500,000,000,000; 2,500,000,000,000-5,000,000,000,000; 5,000,000,000,000-10,000,000,000,000; 10,000,000,000,000-25,000,000,000,000; 25,000,000,000,000-50,000,000,000,000; 50,000,000,000,000-100,000,000,000,000; 100,000,000,000,000-250,000,000,000,000; 250,000,000,000,000-500,000,000,000,000; 500,000,000,000,000-1,000,000,000,000,000; 1,000,000,000,000,000-2,500,000,000,000,000; 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* S= less than 20,000 sf; M=20,000 - 59,999 sf; L=60,000+ sf



Benefits + impacts

Environmental Impacts	Quality of Life Impacts
Redevelopment, not new development	Opportunities for arts engagement
Inward, focused growth	School arts program benefits
Includes a transit hub	Youth and seniors programs
Includes open space	Alleviate event fatigue
Social Equity Impacts	Economic Impacts
Affordable housing component	Drives commercial development
Promotes cultural diversity	Collective marketing impacts
Sharing cultural hertiage	Improved connectivity
Incubator space	Workforce retention



Conclusions on facility needs

- * There is a market for additional cultural programs and facilities in Park City given the size, growth, and characteristics of the full-time, seasonal, and visiting market segments.
- * There is demand for various types of arts and cultural space on the part of local and regional organizations, emerging organizations, presenters, educators, and individual artists and entrepreneurs.
- * There are gaps in the current inventory of cultural facilities serving Park City.
- * The development of a district in Park City is in line with a number of community goals.



Our concept for a district

- * A focus on creation and process, as opposed to just presentation and product.
- * It is a hub of creative energy that influences the entire community.
- * It is a home for creators and those aspiring to create.
- * It features formal and informal places and programs.
- * It is a place to share cultural heritage.
- * It is a destination for residents and visitors.
- * It is not *the* district, but *a* district with connections to others.
- * It has day-to-day flexibility.
- * It has decade-to-decade flexibility.
- * It makes appropriate and evolving use of technology.



Recommended additional components

- * Flexible and technology-rich performance space
- * Informal and flexible performance space
- * Dance studios
- * Wet and dry classrooms
- * Industrial arts production space
- * Community kitchen
- * Outdoor performance, film, and event space
- * Nonprofit incubator
- * Artist live work space
- * Public art
- * Food hall



What goes where

- * In Sundance:
 - * Flexible and technology-rich performance space
- * In/adjacent to Kimball:
 - * Informal and flexible performance space
 - * Wet and dry classrooms
 - * Industrial arts production space
- * Separate elements:
 - * Dance studios
 - * Community kitchen and food hall
 - * Outdoor performance, film, and event space, plus public art
 - * Artist live work space and nonprofit incubator



Food hall

- * A combination of a farmers market, a place to sell other locally produced food and beverages, and the sale of prepared food that can be consumed there or taken home, plus other events.
- * Issue an RFP for a development partner and operator, either a for-profit or nonprofit organization.
- * Priorities for the food hall should be a strong mix of products and prepared foods that drive traffic to the district on the part of both residents and visitors. Informal, live events should also be added to the food hall to increase vibrancy.



Pybus Market | Wenatchee, WA

- * Owned by County and operated by a nonprofit on former steel mill site.
- * Four grocery and specialty food shops, seven restaurants and cafés, and six artisanal craft shops.
- * Emphasis on unique products and services
- * Each vendor has a 20x20 space with an additional 12x20 of space available in the concourse. Most leases are 3-year leases, however some are year-to-year.
- * Vendors pay \$16/sq.ft. Management initially paid for all utilities to encourage applicants. Utility costs are slowly shifting to vendors over a 3-year period.
- * Cooking classes are offered in a commercial Demonstration Kitchen. These classes are meant to be fun, group events that strengthen ties to local food and drink.



Community kitchen

- * We have recommended a community kitchen to support food production, food programming, and food preparations (i.e. catering).
- * Issue an RFP for a development partner and operator, either a for-profit or nonprofit organization.
- * Priorities for the community kitchen should be the support of local businesses creating products and services that are responsive to the community.



Blue Ridge Food Ventures | Asheville, NC

- * An 11,000 square foot shared-use kitchen and natural products manufacturing facility. It offers support in product development, guidance through the maze of government regulations, equipment for bottling and packaging, and advice on marketing and label design.
- * Includes appliances to accommodate all prepping, cooking and baking, packaging, and storage needs.
- * In addition to the kitchen space, the development of natural products is a key program area for Blue Ridge. Whether it's a dietary supplement, an herbal extract, or a topical cream with natural ingredients, staff assist with managing the many rules and regulations for these products as well as the business planning. By offering services in production, finance, and marketing, they ensure local food start-ups are equipped with the knowledge to be successful.



Outdoor event space

- * Multiple outdoor spaces within the district.
- * Actively programmed with informal events and programs.
- * To be managed by the Special Events Department.
- * The Department would also coordinate events and festivals in multiple Park City locations, addressing communications and transportation issues.



Abbott Square | Santa Cruz, CA

- * With six mini-restaurants, two bars, a garden, performance space, and public seating, the Square welcomes the community to enjoy a festive atmosphere outside the Museum of Art + History.
- * Supported through foundation, individual + business, and City + County funds, the outdoor area hosts a variety of performances and audience engagement programs.
- * Partnering with the Arts Council of Santa Cruz County, Chamber of Commerce, and First Friday Santa Cruz, the Museum staff manages the partners, provides leadership in curation and audience experience.
- * Square sustained through donations and tenant fees.
- * A facilities coordinator for the museum manages all tenant relationships and community access.



Public art

- * A strong public art component to the district.
- * Managed by Special Events department working with the Public Art Advisory Board and governed by the approved 2016 Public Art Policies.
- * Include the commissioning of specific pieces by national and international artists, local and regional competitions, and events around public art.



Jackson Hole Public Art Program | Jackson, WY

- * Led by a full-time director, two part-time experts, 10-member board, and 7-member task force, the Program has an annual operating budget of \$402,991.
- * Over 50 percent of operating expenses goes towards artist installations and programs.
- * Funded through a combination of public and private sources.
- * Consulting services are provided to local businesses interested in a public art installment.
- * Programs include mobile design studio, Building STEAM and Public Art + Creative Place-making Toolkit



Nonprofit incubator

- * Offices, workspace, and meeting space for various local nonprofits in environmental, social services, and cultural sectors.
- * Invite proposals from outside organizations willing to partner on the development and operation of this facility. The RFP might also encourage interest in the development and operation of the live/work space as a combined project.
- * Groups invited to participate in an application process. Criteria include prospects for growth, worthy mission, ability to work with others, and community impact.



Vineyard Arts Project | Martha's Vineyard, MA

- * The performing arts incubator curates new works during week long sessions where dancers, actors, and musicians collaborate.
- * The nonprofit operates in a house adapted for four larger studio rehearsal spaces.
- * The total operating budget for the program is \$199,514 and is supported through program fees and facility rentals.
- * The program operates from May to October, with the peak business in July + August.
- * One full-time staff member and a part-time assistant recruit artists during the off-season from across New England and the East Coast.
- * The program aims host a diverse set of professional and youth arts groups and provides them the opportunity to experiment with new works.
- * Each group is required to perform for a local audience at the end of their incubator session.



Artist live/work space

- * Eight live/work studios, also including common workspace, a teaching space, and an exhibit space.
- * Artists invited to apply for year-long leases with potential for renewal. Criteria include career-stage income, community impacts, fit with other artists, and willingness to engage with others and the district.



Artspace Loveland Lofts | Loveland, CO

- * A 32,750 sq.ft. facility made up of studios, one, two, and three-bedroom units, the first floor includes a Community Room, Gallery, and 12,000 sq.ft. of commercial space.
- * Owned by ArtSpace, a nonprofit arts live/work space developer, and operated by the Loving Housing Authority, the lofts are designated low-income housing units.
- * All tenants must income-qualify (between 30 to 60 percent of area median income depending on the unit) and preference is giving to local artists. Non-artists may apply but local and regional artists are giving preference.
- * Capital costs: \$8.4 million
- * Capital Sources:
 - * \$5.4 million - Low Income Housing Tax Credits via Colorado Housing + Finance Agency
 - * \$2 million - from State and Historic Preservation Funds.
 - * \$1 million - City of Loveland
 - * \$900,000 - Private Sources



Dance studios

- * Three dance studios, plus support spaces.
- * Used for dance education, rehearsals, performance, yoga, and other programs.
- * Leased out and operated by a dance company, studio, and/or dance educator.
- * There should be conditions pertaining to community access and outside rentals.



Dancers' Workshop | Jackson, WY

- * The Dancers' Workshop utilizes the studios within the Jackson Hole Center for the Arts.
- * In total, their studios are 9,734 square feet and costs the organization \$152,738 in 2016.
- * As a resident organization at the Center, tenants are offered 1 or 5-year leases. For 1-year leases, \$21.64 per built square foot for administrative space, \$14.94 per built square foot for studio + classroom space, and \$7.13 per built square foot for storage space.
- * In addition to classes for children and adults, Dancers' Workshop has a resident professional modern dance company.
- * The professional company's programming includes a presenting series with nationally recognized groups, such as the Bill T. Jones + Arnie Zane Company.



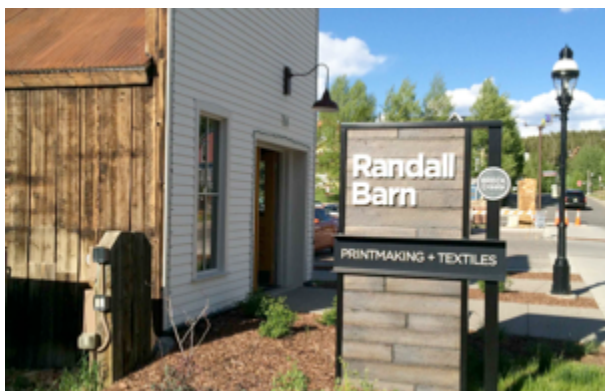
Planning for the district

- * The Municipal Corporation should complete the transaction to purchase the District property and then manage its development.
- * An authority should be established to advance the project on behalf of the Municipality, including representatives of tenants groups.
- * Full-time and part-time staff should manage contract/lease development and administration, event planning and execution, community relations, district marketing and facility oversight.



BreckCreate | Breckenridge, CO

- * One-acre campus with studios, galleries, performance spaces, historic landmarks, public art, restaurants, cafes, and other creative businesses.
- * Nonprofit developed to manage the district and programming, with annually more than 750 workshops, exhibits, tours, and activities are offered.
- * Town of Breckenridge provides the majority of financial support for the district, although 20% of the District's budget is supported through earned revenue streams.
- * With an annual budget of \$2.25M, the District supports a public art program, collaborations with local artists, organizations, and businesses, and venue maintenance for resident companies, special event partners, promoters, and rental groups.



Planning for the district

Component Summary	Community Kitchen	Food Hall	Outdoor Programs	Public Art	Live/work space	Nonprofit Incubator	Dance Studios
Components	Industrial kitchen, classroom and support	20 stalls plus public, event and support space	Spaces for 100, 200 and 500, plus combination	Commissioned work, competitions and programs	10 units plus support	10 offices plus meeting and support space	3 studios plus admin and support
Gross Square Footage	5,000	10,000	10,000	40,000	10,000	20,000	5,000
Partner/Operator	Commercial or nonprofit selected via RFP	Commercial or nonprofit selected via RFP	Department of Special Events	Department of Special Events	Commercial or nonprofit facility manager	Commercial or nonprofit facility manager	Commercial or nonprofit dance organization



Planning for the district

Operating Budget Summary	Community Kitchen	Food Hall	Outdoor Programs	Public Art	Live/work space	Nonprofit Incubator	Dance Studios	Overall District	Base Year Total
Event Attendance	2,500	10,000	40,000	5,000			5,000		
Earned Revenues									
Ticket Sales	12,500		187,500						200,000
Rental Income	120,000	120,000	25,500		90,000	75,000			430,500
Services to Renters	39,600	39,600	8,415			37,500			125,115
Sponsor Fees			75,000	100,000					175,000
Program Fees	100,000						135,000		235,000
Special Events		12,000							12,000
Food and Beverage Income			53,790						53,790
	272,100	171,600	350,205	100,000	90,000	112,500	135,000	0	1,231,405
Operating Expenses									
Staffing	155,000	175,000	85,000	25,000	55,000	85,000	37,500	190,000	807,500
Production	75,000	12,500	115,000	140,000			10,000		352,500
Facility Costs					45,000	108,500	25,000		178,500
Marketing							20,000	175,000	195,000
Equipment			140,000						140,000
Overheads	108,500	78,000	40,000	50,000	0	65,000	40,000	43,000	424,500
	338,500	265,500	380,000	215,000	100,000	258,500	132,500	408,000	2,098,000
Funding Requirement	-66,400	-93,900	-29,795	-115,000	-10,000	-146,000	2,500	-408,000	-866,595



Economic impacts

Summary

Attendees	Total	122,500
	Distinct	87,000
	New	40,500
Expenditures	Operational	\$1,055,000
	Audiences	
	Retail	\$365,472
	F&B	\$711,585
	Accommodations	\$432,540
	Transportation	\$171,234
	Total	\$2,735,831
Economic Impacts	Sales Impact	\$4,254,833
	Earnings Impact	\$868,015
	Jobs Impact	41.7



Qualitative impacts

- * Important additional impacts, including a catalytic effect on the development of the Bonanza Park area, attracting/retaining companies and workers, and enhancing quality of life for full-time and seasonal residents.





DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

The Transit & Transportation Departments of both Park City Municipal and Summit County have been working rigorously, achieving a lengthy list of forty-two action items completed between December 2016 and December 2017. These completed action items (some up to one year ahead of schedule), have built the foundation of services and infrastructure needed to support the many changes in Transit & Transportation over the next five years, as outlined in the 2016 Short Range Transportation Development Plan. The action item list ranges in variety from: new transit inventory, facilities, technology, route changes and additions, and staffing; in addition to special event planning, Transportation Demand Management (TDM), parking alignment, and environmental initiatives, et al.

Respectfully:

Blake Fonnesbeck, Public Works Director



City Council Staff Communications Report

Subject: Transit & Transportation Projects Implemented
December 2016 to December 2017
Author: Blake Fonnesebeck
Department: Transit & Transportation
Date: December 14, 2017
Type of Item: Informational

The Transit & Transportation Planning Departments of both Park City Municipal and Summit County have been working rigorously, achieving a lengthy list of forty-two action items completed between December 2016 and December 2017. These completed action items, some completed up to one year ahead of schedule, have built the foundation of services and infrastructure needed to support the many changes in Transit & Transportation over the next five years, as outlined in the 2016 Short Range Transportation Development Plan. The action item list ranges in variety from:

- new transit inventory,
- facilities,
- technology,
- route changes and additions,
- staffing, special event planning,
- Transportation Demand Management (TDM),
- parking alignment, and
- environmental initiatives.

While some action items are one-and-done, the majority require future analysis and cultivation to ensure future successes of assets and programs. Park City Transit & Transportation staff will continue to implement and deploy new action items as they are able, but will be analyzing the data and systems, working towards ensuring positive performance of the current action list.

The list below was presented, in its current form to the Joint Transit Advisory Board (JTAB) during the November 28, 2017 meeting to celebrate the rapid progress in Transit & Transportation initiatives over the past year. A list of accomplishments this long could not be realized without the continued support of Transit and Transportation by both City and County Councils.



Transit & Transportation Projects Implemented December 2016 - December 2017

Action Item

- 1 Launched new Main Street Trolley
- 2 Old Town Transit Center Canopy Repair (unplanned)
- 3 RFP for Electric Bus Charger at Old Town Transit Center - project delayed due to design changes
- 4 Held Proterra Bus demo during Sundance 2017
- 5 Hosted an Electric Energy Summit
- 6 Ran a Richardson Flat Park-n-Ride Service, partnership with Sundance Institute during Film Festival
- 7 Completion and operational opening of Kimball Junction Transit Center
- 8 Launched 12 new (replacement) buses with fresh updated look
- 9 Added Charge station to Kimball Junction Transit Center Project
- 10 Inspected and completed six 40-foot Electric Buses - 4 preproduction trips to Proterra facility
- 11 Launched Electric Xpress Route in June 2017 - new service has 10 min frequency
- 12 Planned/Implemented new routes + increased UTA PC-SLC Connect (service doubled)
- 13 Decommissioned/auctioned end-of-life equipment - 11 buses, 1 Trolley
- 14 Planned/Implemented Kamas Park-n-Ride Lot
- 15 Planned/Implemented weekday Kamas Route Service
- 16 Planned/Implemented weekday Kamas Connect Service
- 17 Executed short-term Prospector 'Red Route' extension pilot to loop in Prospector Park
- 18 Planned/Implemented dual loop Kimball Junction Circulator service(s)
- 19 Planned/Implemented e-Bike Share locations, program and management
- 20 Lo-No Grant award (2nd year) totaling \$500k to combine with grant funding for 7 new electric buses
- 21 Hired new staff (limited training time): Transit Business Manager, Marketing and multiple Transit Operators
- 22 Initiated SR-248 Project and STIP funding (totaling 10 million)
- 23 Earned Gold-level 'Bicycle Friendly Community' status up from Silver, because of e-bike Share
- 24 Re-purposed Homestake lot as Main Street employee Park-n-Ride location
- 25 Upgraded transit signage: 10-placement of next bus signs + info touchscreen (3-locations)
- 26 Opening of Park-n-Ride Lot at Kimball Junction Transit Center
- 27 Amended - UDOT Shoulder Lane Agreement for Transit use
- 28 Transit Signal Priority (TSP) RFP and current implementation
- 29 TDM Award for Best Master Plan in the State of Utah from American Planning Association Utah Chapter
- 30 Created 'FrankinBus' for Halloween to encourage ridership
- 31 Restructure comprehensive Transit plan for Sundance 2018.
- 32 Richardson Flat Park-n-Ride lot enhancements made: Crack Seal, Seal Coat and Drainage
- 33 Implemented proactive, yet aggressive 'Special Event Transit Planning'
- 34 Remix conference/trainings attended, creating individualized transit route planning and analysis tools
- 35 Collaborated in planning/execution of Main Street 'Paid Parking Program'
- 36 Strategized plan for programming and use(s) of new 'Tax Initiatives' revenues
- 37 Working to develop the go.parkcity.org App
- 38 Developed enhancements to the MyStop App
- 39 Planned environmental enhancements of Solar Pannels on Kimball Junction Transit Center
- 40 Designed new 'Billing Cost Model & Methodology' for Park City Transit Service within Summit County
- 41 Re-aligned Brown Route for 30 minute service (doubling previous service)
- 42 Presented with Kae Draper Outstanding Transit System Award from URSTA



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

The purpose of this report is to inform Council about the potential changes to Park Avenue due to the future road re-construction. Even though construction is anticipated to not start until the 2019 construction season, staff has started the development of the project goals, department and staff's roles with the project, construction and long term impacts and design elements of the project.

With all the underground utilities being replaced below Park Avenue, the road, sidewalks and curb and gutter will need to be completely removed and replaced. Staff sees this blank canvas as an opportunity to put back a better functioning street (location of sidewalks, drive lanes and other amenities).

Staff held a charrette meeting on October 13, 2017 to review possible alternatives. From the meeting, staff found solid support for eliminating parking on the west side of Park Avenue. This report is to further discuss that particular concept.

Respectfully:

Matthew Cassel, City Engineer

City Council Staff Communication Report



Subject: Park Avenue Re-Construction Project
Author: Matthew Cassel, P.E., ENV-SP
Department: Engineering
Date: December 14, 2017
Type of Item: Informational

Executive Summary

The purpose of this report is to inform Council about the potential changes to Park Avenue due to the road re-construction. Even though construction is anticipated to not start until the 2019 construction season, staff has started the development of the project goals, department and staff's roles with the project, construction and long term impacts and design elements of the project. The goals defined for the project include:

- Keep the community informed through a proactive and effective public outreach process.
- Maintain the historic and neighborhood character.
- Provide multi-modal connections to neighborhoods and community places.
- Construct improvements without taking property.
- Evaluate parking concerns holistically.
- Replace aged utilities.
- Manage impacts to the community during construction.
- Balance budget and schedule.

With all the underground utilities being replaced below Park Avenue, the road, sidewalks and curb and gutter will need to be completely removed and replaced. Staff sees this blank canvas as an opportunity to put back a better functioning street (location of sidewalks, drive lanes and other amenities).

With the recent help of a consultant, staff prepared five possible re-construction alternatives for the surface of Park Avenue. These alternatives included;

- Relocating the sidewalk (10 foot wide) to only the east side of the street,
- Relocating the sidewalk (10 foot wide) to only the west side of the street,
- Do nothing and re-build the road exactly as is currently,
- Eliminate parking on the east side, or
- Eliminate parking on the west side.

Staff held a charrette meeting on October 13, 2017 to review the alternatives. From the meeting, it was determined that moving the sidewalks to only one side was not readily feasible due to those two alternative's negative impacts to pedestrian access to our bus

stops/system. On the other hand, staff did find solid support for eliminating parking on the west side of Park Avenue. This report is to further discuss that particular alternative.

Acronyms

DVD – Deer Valley Drive

FO – Fiber Optic

PCMC-Park City Municipal Corporation

ROW – Right-of-Way

SBWRD – Snyderville Basin Water Reclamation District

Project Schedule

Key project date of past activities and future schedule are as follows;

- In August, 2017, City entered into a contract with Psomas to develop potential alternatives for the re-construction of Park Avenue's surface facilities,
- On September 18, 2017 an internal city-wide staff meeting was held to establish project goals,
- On October 2, 2017 a meeting was held with the parking and transportation teams to further discuss the no west side parking alternative,
- On October 17, 2017 a meeting was held with the external utilities to discuss critical elements of the project affecting the utilities,
- On October 23, 2017, an internal charrette was held with city-wide staff,
- Staff anticipates having a design consultant on board by April/May of 2018,
- Staff anticipates the first phase of construction in the summer of 2019. The boundaries of this construction phase are anticipated to extend from the Park Avenue/DVD intersection south to 12th or 11th Street, and
- Staff anticipates the second phase of construction in the summer of 2020. The boundaries of this construction phase are anticipated to extend from the end of the 2019 construction to Heber and Park Avenue intersection (there will be work on Heber Avenue to replace the water line).

Project Elements

The utilities being replaced/added in Park Avenue include;

- Storm drain,
- Sanitary sewer including laterals,
- Water line including service lines to the ROW/property lines,
- Gas line,
- Addition of Fiber Optics (FO) conduit for Allwest Communications, and
- Burying of dry utilities is not being considered (the wet utilities listed above will barely fit in the existing Park Avenue ROW)

There are two distinct sections to the Park Avenue project. The first section is from 9th Street to Heber Avenue and includes Heber Avenue (to Main Street). The second section is from 9th Street north to the intersection of DVD and Park Avenue.

Heber Avenue to 9th Street

This section of Park Avenue is proposed to include;

- The current street cross section,
- The current high back curb and gutter,
- Similar sidewalk widths, and
- Addition of bulb out, crosswalk at 9th Street and other elements to make this section a little more walk able.

9th Street to DVD and Park Avenue Intersection

This section of Park Avenue is proposed to include;

- Possible changes based on the alternative selection from above (No parking on west side of Park Avenue).

Analysis

As the alternatives were being developed, it was surprisingly apparent that there was good staff support for the no parking on west side of Park Avenue alternative from 9th Street north to the Park Avenue/DVD intersection.

For the no west side parking alternative to work, staff identified a few changes that might need to be made;

- The parking permit program would need to be extended from 12th Street north to the DVD/Empire Avenue,
- Park Avenue would then become a residential permit area, and
- Opportunity to create additional parking off 11th Street next to Silver Creek could be explored to create some parking to partially offset the loss of non-permit parking.

The **Pros** for the no west side parking alternative include;

- An uphill bike lane (west side) will be provided,
- The bike lane will be used for snow storage in the winter months,
- There is potential to reduce bus incidents along Park Avenue,
- There would be an increase of 95 spaces for residential permit parking,
- The parking on the east side will be wider, which can reduce incidences,
- Transit supports this alternative, and
- There is an anticipated reduction in complaints of people's drives being blocked on the west side of Park Avenue.

The **Cons** for the no west side parking alternative include;

- 73 non-permit parking spots on the west side of Park Avenue would be lost,
- 95 non-permit parking spots on the east side would be converted to permit parking for the residents,
- Managing snow removal on Park Avenue where cars can now park over-night will need to be resolved, and
- Speeds may increase slightly due to reduction in side friction.

Park Avenue Snow Management - One issue staff has identified that needs to be addressed and resolved is snow management along Park Avenue. The current versus proposed is as follows;

- Currently Park Avenue is signed for no parking from 2 am - 6 am which should allow for snow removal
 - The no-parking from 2 am – 6 am is not readily enforced,
 - When the time comes for removal of snow off Park Avenue, Police go door to door to get residents to move their car.
- Proposed no west side parking alternative would allow overnight parking on the east side of Park Avenue. It was suggested that once a week, cars cannot park on Park Avenue to allow for snow management
 - Snow removal team is not yet comfortable with this concept and believe the snow removal service levels will ultimately decrease similar to the Prospector Business District prior to the 2 am – 6 am no parking change,
 - The weekly no-parking day concept was previously attempted on Norfolk Avenue with limited success,
 - Would require additional signage for no street parking once a week direction or during snow events, and
 - Other staff believes that if this becomes routine it could be more workable than current snow management on Park Avenue.

Policy question to Council – After collecting more information this winter and meeting with the neighborhood/community, staff will come back to City Council for policy direction for Park Avenue parking;

- If Council concurs with staff's assessment of Park Avenue parking, staff will proceed with the no west side parking alternative,
- If Council does not concur with staff's assessment of Park Avenue parking, staff will proceed with the do nothing alternative (build Park Avenue exactly as it lays today).

Next Steps in the Process

The next steps in developing this no west side parking alternative are as follows;

- Collect additional data over the winter to understand who/what is impacted by this alternative,
- Hold a neighborhood/community meeting(s) to get resident feedback, and
- Come back to Council for policy discussion concerning parking. Staff anticipates to be back in front of Council in late February/early March

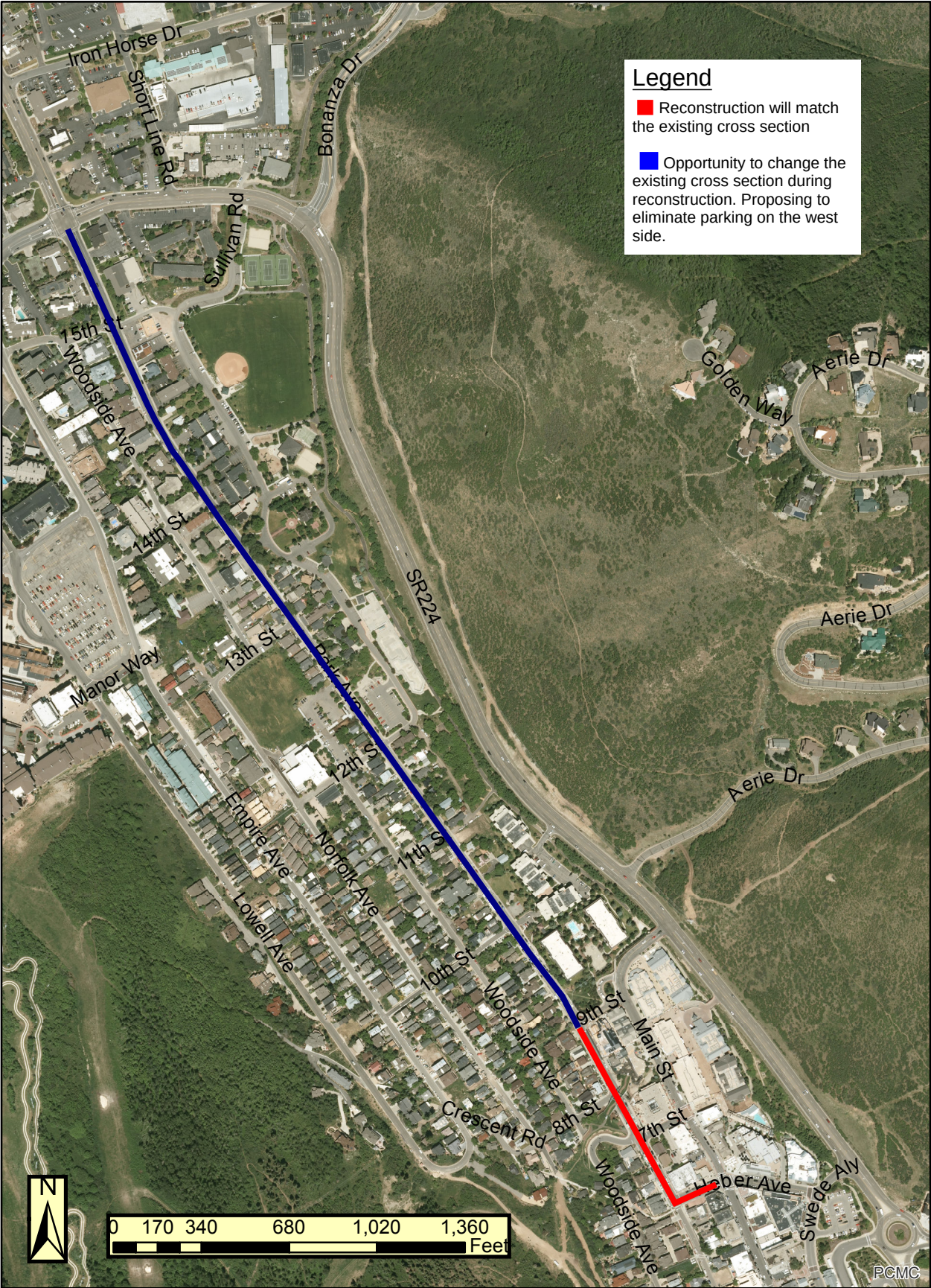
Department Review

This report has been reviewed by City Manager, Legal, Police, Public Works, Public Utilities, Sustainability and Community Development. All concerns raised by these departments have been incorporated herein.

Attachment

Overview Map showing the affected section of Park Avenue

Park Avenue Reconstruction





DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the November 16, 2017, City Council meeting. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



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

November 16, 2017

The Council of Park City, Summit County, Utah, met in open meeting on November 16, 2017, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel and litigation at 2:04 p.m. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, and Worel. Council Member Matsumoto was excused.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 3:00 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, and Worel. Council Member Matsumoto was excused.

WORK SESSION

Discuss the Proposed 3Kings Water Treatment Facility Project Concept Plan and the Proposed Golf Maintenance Facility Location and Concept Plan:

Roger McClain, Water Manager, explained the water treatment plant should be completed by 2023 and the Golf maintenance building should be completed by 2020. He asked if Council supported not including housing on the site, and if the concept plan and the Golf maintenance facility concept plan were consistent with the Council's vision for the site.

Dave Kaselak with Zehren and Associates stated the goal was for the plant to be a good neighbor to the golf course and residential areas and noted the efforts made, including the addition of noise controls and avoiding view corridors. He discussed the architectural design as well. Kaselak displayed the concept plan for the Golf maintenance facility and noted there would be a living roof to complement the driving range around the building.

Mayor Thomas felt the second tower on the water treatment plant was unnecessary, but the mass and scale of the facility was well done. Council Member Beerman agreed and felt the esthetics fit well with the neighborhood. Council Member Henney was pleased

1 on the work to scale down the facility and liked that new ground was not being
2 disturbed. He asked Clint Daley, Golf Maintenance Manager, about the vehicle access
3 to the Golf maintenance facility. Daley stated that mostly lawn mowers would be using
4 the right-of-way and perhaps one vehicle per day. Council Member Henney asked if
5 there was any concern expressed from neighbors. Daley stated there was a buffer of
6 aspen trees but outreach hadn't been scheduled yet. McClain stated the outreach date
7 would be set upon approval from Council tonight.

8
9 Council Member Worel liked the berms and asked if they would be high enough to hide
10 the facility from the homes. McClain stated the neighbors would see the maintenance
11 facility's green roof over the berm. Council Member Gerber felt it was functional and
12 sustainable and stated additional money didn't need to be spent on unnecessary
13 features.

14
15 Bruce Erickson, Planning Director, stated this project had been going on for a year and
16 he felt it was headed in the right direction. Council Member Beerman requested that the
17 neighbors be contacted and more trees planted to increase the buffer.

18
19 The Council was in favor of the concept plans as presented and gave direction to move
20 forward.

21
22 **Joint Work Session with the Historic Preservation Board (HPB) to Review and**
23 **Discuss Proposed Amendments to the Historic District Grant Program:**

24 Kjersti Monson, Consultant with Duval Development, reviewed the history of the Historic
25 District Grant Program. The original goal of promoting revitalization in the district was
26 achieved; jobs had grown, property values had grown, and tourism had boomed. She
27 discussed eight takeaways that she found from her study of the program: the primary
28 objective of the grant is the restoration of historic property, the program is perceived as
29 valuable to users, public awareness of the program should be expanded, users don't
30 want to lose the opportunity to apply year-round, the buying power of grant dollars has
31 remained fairly constant, the grant could be designed to encourage better-than-
32 minimum compliance outcomes, applicants desire clarity, and training and education will
33 enhance outcomes.

34
35 Monson recommended addressing fiduciary concerns in the grant design, using the
36 grant to incentivize contributions to City goals and priorities, increasing awareness and
37 buy-in through outreach efforts, increasing education and training to enhance outcomes,
38 and designing a competitive grant with multiple annual deadlines.

39
40 Monson listed questions for the HPB and Council to consider: what is the primary
41 mission of the grant program, what values should guide us, what should the primary
42 outcome of the grant be, can it be measured, should enhanced outcomes be sought,
43 and what principles and criteria should be the basis for determining the eligibility of an
44 applicant or project.

When asked to define the primary issue, comments given included saving historic homes and buildings from neglect. Council Member Henney expressed concern about investors who were buying the run down miners' shacks to build and profit on the property, and asked where the grant fit into that equation. Alex Weiner stated there was no lack of buyers today, which had been the problem in the early 1980s. It was noted that the grant funds were in the operating budget and not in the Capital Fund, and the question arose if there was a better purpose for these funds.

Council Member Beerman asked what the need was and also asked if the money could be used to preserve mine structures as well. Anya Grahn stated there were residents that would use the grant money for repairs, to lift structures to pour a new foundation, etc. Mayor Thomas thought the applicants should be required to be primary residents.

Monson felt the values that guide the program should contribute to the complete community. Council Member Worel indicated she received an email from a person wanting to repair her grandfather's home. Randy Scott felt the grant would enable people who couldn't afford repairs to be able to make improvements to their properties. Monson felt each year could be different as far as applicants and the funds requested. Other values mentioned were affordability and making a difference. Monson noted that addressing the mining structures could fall under the value of "telling your story."

Answers to what the primary outcome of the grant program should be included a restoration that creates an authentic visual, to make sure that all the eras were represented, and that the outcomes reflect the above mentioned values.

Council Member Beerman felt the City could be proactive by approaching and offering grants to the older residents with deteriorating residences in order to help them. Council Member Worel stated historic preservation was not just for the wealthy and the grant could help. Monson added that tourists were drawn to areas with character.

There was discussion on easements placed on the properties that received the grants. Grahn explained the easements that had been placed on these properties and the easement changes over the years.

Many in the group favored giving preference to primary residents when considering applications for the historic grants. Others felt restoring the structure regardless of use or occupant was important. Monson stated the feedback had been useful and recommendations would be forthcoming.

STUDY SESSION

Summit County Strategic Plan, Projects and Facilities Update and 2018 Budget, Revenue and East Side Code Presentation:

Members of the County Council were present as well as the County Finance Director.

Roger Armstrong was excused. Kim Carson updated the Council on Summit County's goals, including transportation and congestion, workforce housing, environmental stewardship, refining the County general plans and development codes, mental wellness, and the budget.

The County wanted to increase education and broaden people's perspectives with regard to mental health, as well as provide services regardless of ability to pay for the services. It was noted the Health Department estimated \$230,000 for next year's budget.

Carson indicated transportation coordination between the County and City for 2018 included the E-bike share, the electric buses on SR 224, the Kamas Transit Route and the Mountain Accord Study. The 2018 bond would be for \$25 million and would fund SR 248 improvements, the Jeremy Ranch interchange, remote parking lots, and Kilby Road improvements.

Carson reviewed the County Council adopted Climate Action goals including Net Zero Energy, in conjunction with Park City, Salt Lake City, Moab and Rocky Mountain Power. The Summit Community Power Works was a continued coordination between entities, as well as the solar installation at the Kimball Junction Transit Center.

The County was in the process of raising taxes and had issued a truth in taxation notice. They would have public meetings to educate the County residents on the need for the increase and also wanted to receive feedback from residents. It was noted that the increase would build up depleted reserves and provide residents increased services. Council Member Henney asked about the sales tax revenues. It was indicated those revenues were good at present, but they couldn't be consistently depended on. The County also commented that Summit County's current tax rate was the lowest in the state.

With regard to the potential Olympic bids, it was indicated the County looked forward to working with the City and the exploration committee.

Council Member Henney talked about affordable housing and felt it was important to have neighborhoods, rather than isolated projects, noting neighborhoods contributed to overall wellness. There was some discussion that affordable housing could be another area where the County and the City worked together.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present

Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Excused
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

1
2 **II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

3 Luke Cartin, Environmental Sustainability Manager, stated Celia Peterson received an
4 award on behalf of the City from the Association of Energy Engineers, which recognized
5 the City for its energy conservation efforts.
6

7 **Staff Communications Reports:**
8

- 9 • **Quarterly Update of the City Council Critical and Top Priorities**
10
11 • **2017-18 Winter Trails Update**

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

14 Mayor Thomas opened the meeting for those who wished to address the Council on
15 items not listed on the agenda.
16

17 Randy Barton, Egyptian Theatre, stated he purchased the lower level of the Parkite
18 building and would be moving the Youtheatre there, as well as building a black box
19 theatre and event space in the basement. He commented it was nice to have a
20 performing arts complex downtown. He also expressed appreciation for the City's
21 support in this discussion of acquiring this space. He requested funding from the City to
22 help with this project, and indicated many partners were necessary in creating arts
23 locations. He gave a letter of the funding request to Mayor Thomas.
24

25 Leigh Ann Warnock, Utah Municipal Clerks Association (UMCA) Board, came to present
26 a plaque to Michelle Kellogg, who received her Master Municipal Clerk (MMC)
27 Certification. Mayor Thomas praised Kellogg for her efforts in performing her job duties.
28

29 Mayor Thomas closed the public input portion of the meeting.

30 **IV. CONSENT AGENDA**
31

Council Member Worel moved to remove Item One from the Consent Agenda. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney and Worel

EXCUSED: Council Member Matsumoto

1. Request to Approve the Special Service Contract in a Form Approved by the City Attorney's Office with Method Studio, Inc., in the Amount Not to Exceed \$1,500,000 for Architectural Design Services for 1875 Homestake and Woodside Park Phase II Affordable Housing Projects:

Council Member Worel understood that there had already been some design done on Woodside Park Phase II. Jason Glidden, Affordable Housing Manager, said another firm and done some conceptual drawings and some massing in order to get an idea for types of units and size of units that the property could accommodate. Council Member Worel asked if the City paid for those drawings. Glidden indicated the City paid for the drawings and noted it was very conceptual and not a design. This contract was for design and construction.

With regard to 1875 Homestake, Council Member Worel felt the City needed a bigger picture of how the whole parcel would be developed before developing one little piece. Bruce Erickson, Planning Director, stated the General Plan and LMC guided this need and he was not worried. Also, Planning and Transportation Planning were onboard with the development. Foster stated there was a connection from Recycle Utah to this piece. Anne Laurent was connected to the project and aware of all the pieces.

Council Member Gerber moved to approve the special service contract in a form approved by the City Attorney's Office with Method Studio, Inc., in the amount not to exceed \$1,500,000 for architectural design services for 1875 Homestake and Woodside Park Phase II Affordable Housing Projects. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney and Worel

EXCUSED: Council Member Matsumoto

IV. CONSENT AGENDA

2. Request to Approve the Following Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2017 Sundance Film Festival:

3. Request to Approve the Following Convention Sales License (CSL) Applications for Operation During the 2017 Sundance Film Festival:

4. Request to Authorize the City Manager to Execute a Non-Exclusive Communication/Fiber Optic Franchise Agreement with Zayo Group, LLC, in a Form Approved by the City Attorney:

5. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, Beck Construction and Excavation for the Park Meadows East Pond Outlet Upgrades Project for an Amount Not to Exceed \$127,500.00:

6. Request to Authorize the City Manager to Enter into a Five (5) Year Licensing, Support, and Hosting Services Agreement with Granicus, Inc., Not to Exceed an Amount of \$45,395.52, to Purchase a Professional Meeting Management Software Solution in a Form Approved by the City Attorney:

7. Consideration to Authorize the City Manager to Execute the Award for RFP for Historic Preservation Consulting Services to SWCA Environmental Consulting in an Amount Not to Exceed \$29,000 in a Form Approved by the City Attorney:

8. Consideration to Approve the New City Service Agreement with Triple Crown Sports (TCS) in a Form Approved by the City Attorney:

Council Member Beerman moved to approve Items Two through Eight of the Consent Agenda. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney and Worel

EXCUSED: Council Member Matsumoto

Council Questions and Comments:

Council Member Henney attended the Live PC Give PC fundraiser and noted they exceeded their fundraising goal. He attended the noise ordinance fieldtrip as well. He also attended a Mountainlands Community Housing Trust meeting, where upcoming affordable projects were discussed.

Council Member Worel met with the chief of staff to Congressman Bishop, and attended the Public Art Advisory Board (PAAB) meeting and indicated they were ready to issue two RFPs for murals in tunnels. She attended the Leadership class with Council, presented dictionaries with other Rotary members to McPolin Elementary students, and attended the Project ABC Summit. She attended the Library board meeting, where

1 parking was discussed and noted an RFP was being issued on the coffee shop. She
2 also attended the Regional Recreation Committee meeting.

3
4 Council Member Beerman attended the Leadership class with Council. He attended the
5 SR248 UDOT meeting, and noted there appeared to be misinformation on the new bus
6 routes. He requested more outreach with Knotts and Foncesbeck. Foster stated staff
7 was working on a date for an outreach meeting.

8
9 Council Member Gerber attended the Leadership class as well as the Regional
10 Recreation Committee meeting, the SR 248 meeting, and the noise fieldtrip. She also
11 attended the Special Events Advisory Committee (SEAC) meeting, where they
12 discussed an overview of the Main Street Plaza.

13
14 Mayor Thomas met with Congressman Rob Bishop's office chief of staff, attended a
15 leadership training for Rocky Mountain Power, attended the PAAB meeting, and
16 attended the Project ABC Summit.

17 18 **V. OLD BUSINESS**

19 20 **1. Consideration to Approve Ordinance No. 2017-53, an Ordinance Amending** 21 **Title 6, Health, Nuisance Abatement, Noise; Chapter 3, Noise, of the Municipal** 22 **Code of Park City, Utah:**

23 Michelle Downard, Deputy Building Official, Captain Phil Kirk, Tricia Lake, Assistant City
24 Attorney, and Sgt. Jay Randall, presented this item. Captain Kirk stated the Police
25 Department wanted the ordinance amended because it was subjective and they thought
26 a decibel reader would be more objective. The officer responding to complaints would
27 still have the discretion to give warnings or education to first time offenders and
28 borderline offenders. Sgt. Randall discussed the enforcement aspects of the ordinance.
29 He stated ordinances that needed enforcement came down to education. As police
30 evaluated complaints, they could gain an understanding of the situation and then make
31 a determination to issue a citation or warning. In the past, it was difficult to issue
32 citations because of the subjectivity of the current ordinance. He also thought a
33 pamphlet could be distributed to offenders, with a citation given to subsequent
34 infractions. He supported these amendments.

35
36 Lake stated a criticism of the proposed ordinance was its complexity. She indicated the
37 goal was to make the code objective. Downard reviewed the outreach efforts and also
38 noted she had compared the City's noise ordinance to other cities' noise ordinances.
39 She hoped Council would approve this ordinance, and indicated she would conduct
40 code enforcement training as well as ongoing outreach in the community. They would
41 also track complaints to see successes and areas of improvement.

42
43 Council Member Henney asked Sgt. Randall if he supported the new ordinance. He said
44 yes and things could be changed as experience was gained. Council Member Henney

1 knew it was important to have an ordinance that could enforce violations, but he wanted
2 the Police Department to use discretion in their duties. His intent was not to use this
3 ordinance to prosecute.

4
5 Council Member Worel expressed concern over the complexity of the ordinance and
6 hoped it could be simplified for people to understand. She asked if the pamphlet would
7 be the outreach tool. Randall affirmed that the pamphlet would be a great outreach tool.
8 He felt the first offense would not include the decibel reader, but the officer would have
9 a conversation and distribute the pamphlet to educate the offender. Then subsequent
10 violations would necessitate the decibel reader. Council Member Worel asked if the
11 pamphlet would be bilingual to which Sgt. Randall responded affirmatively.

12
13 Council Member Beerman thought the ordinance looked good. Council Member Gerber
14 thought the pamphlet was a good idea, but felt the decibel reader should be used with
15 the first offense as part of the education. She liked the 65 and 55 decibel limits, and
16 thought it would protect the businesses. She also thought the DBC and the bass should
17 be discussed further.

18
19 Mayor Thomas opened the public hearing.

20
21 Mike Sweeney stated he took the tour with staff and Council and he thought the
22 proposed ordinance was the appropriate course. In the definition, he noted noise
23 disturbance was not defined. Lake stated the definition was in Paragraph P. Sweeney
24 said it would be easy to follow this procedure.

25
26 Mayor Thomas closed public hearing.

27
28 Council Member Gerber moved to approve Ordinance No. 2017-53, an ordinance
29 amending Title 6, Health, Nuisance Abatement, Noise; Chapter 3, Noise, of the
30 Municipal Code of Park City, Utah. Council Member Henney seconded the motion.

31 **RESULT: APPROVED**

32 **AYES:** Council Members Beerman, Gerber, Henney and Worel

33 **EXCUSED:** Council Member Matsumoto

34
35 **VI. NEW BUSINESS**

36
37 **1. Consideration to Approve Resolution No. 32-2017, a Resolution of the**
38 **Board of Canvassers Certifying the Official Canvassers' Report of the November**
39 **7, 2017, Municipal General Election for Park City, Utah:**

40
41 Council Member Worel moved to approve Resolution No. 32-2017, a resolution of the
42 Board of Canvassers certifying the Official Canvassers' Report of the November 7,

2017, Municipal General Election for Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney and Worel

EXCUSED: Council Member Matsumoto

2. Consideration to Approve the Level Three Special Event - Early Season Park City Mountain Concert, to be Held Saturday, December 2, 2017, in a Form Approved by the City Attorney:

Tommy Youngblood stated this event was geared for the local community, and he didn't expect a lot of traffic. He indicated the fee waiver request was out of the timeframe so a special exception was made. Potential City fees would be 2,360.00. He added there were no comments from SEAC concerning the event because of its local nature and the traffic mitigation procedures in place alleviated any traffic concerns.

Council Member Worel asked why the application wasn't filed timely. Youngblood indicated the idea for the event came up after the deadline. Council Member Gerber asked where the stage would be located. Youngblood stated it would be at the Eagle Plaza next to the ticket area.

Mayor Thomas opening the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Worel moved to approve the Level Three Special Event - Early Season Park City Mountain Concert, to be held Saturday, December 2, 2017, in a form approved by the City Attorney. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney and Worel

EXCUSED: Council Member Matsumoto

VIII. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

The attached Exhibit A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including insurance requirements and paid the applicable license fee. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2018 Festival.

Respectfully:

Beth Bynan, Business License Specialist

City Council Staff Report



Subject: Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2018 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: December 14, 2017
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Attachment A for operation during the 2018 Sundance Film Festival (Festival).

Executive Summary

The attached Exhibit A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including insurance requirements and paid the applicable license fee. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2018 Festival.

Acronyms

City – Park City Municipal Corporation
DABC - Utah Department of Alcoholic Beverage Control
HPCA- Historic Park City Alliance
License – Special Event Temporary Alcoholic Beverage License
Festival – Sundance Film Festival
MFL – Master Festival License
SE – Special Events

Background

On June 6, 2013, [Minutes](#) Council passed amendments to the requirement for a License during the time period of the Festival. One of those amendments requires City Council approval of all applications. The final deadline for DABC approval prior to the Festival will be on January 5, 2018. However, there are instances in which the Park City Municipal (City) requires a License and the DABC does not (i.e. private parties). As stated in Municipal Code 4-6-2-(B)(1), all Single Event Temporary Liquor permits applications for the dates during the Sundance Film Festival are required to obtain Council approval no later than the last regularly scheduled meeting in the month of December.

Under City Municipal Code 4-6-2(A)(2) Council may choose to hold an emergency meeting to hear no more than twelve (12) applications for late approval.

All applications must be complete and submitted no later than the first Friday in January (January 5, 2018) to be heard no later than the second Thursday in January (January 11, 2018). For late liquor applications City Council may choose to hold an emergency meeting. **If** an emergency meeting is held, no more than the first twelve complete applications to be submitted will be heard. A higher fee, pursuant to the fee schedule, may be required due to the expedited nature of the emergency meeting.

Condition of Approval:

In order to maintain life safety standards, staff recommends that security personnel (at a ratio of 1 security officer per 50 occupants) be required for all Single Event Temporary Alcoholic Beverage Licenses, for nightclubs, bars and similar uses. Staff recommends that this security be included as a condition of approval for these identified sites as highlighted on EXHIBIT A. Staff included this condition of approval information in the 2017 Rules of the Road document to encourage compliance and reduce last minute surprises for event organizers and applicants. The Fire Marshall will be monitoring the security plan implementation occupancy ratios of these locations ensuring compliance life safety.

This condition of approval was implemented for the first implemented during the 2017 Festival and successfully added another layer of safety to each venue.

Sites approved through the Special Event process are separately regulated; security is addressed during that application process.

Vibrancy:

During the November 9, 2017 work session vibrancy on Main Street was discussed in the context of temporary conversions and allowance of a License. It is staff's determination that all Storefront Properties within the HRC and HCB Districts currently meet the definition of Vibrant and no License application should be denied based on vibrancy.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the Single Event Liquor Permit locations listed in Exhibit A

Pros

- a. The applicants will be able to serve liquor at their permitted locations.

Cons

- a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.

- b. Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to serve liquor at the specified locations.

Pros: There are no perceived positive impacts from doing nothing.

Cons: The applicants will not be able to serve liquor at their locations during the 2018 Sundance Film Festival.

Department Review

Finance, Special Events, Building, Sustainability, Legal, Executive

Attachments

Exhibit A- List of locations / Exhibit B- Map of Locations

	Applicant Name	Location Address	Regular Tenant	Storefront Property
	To Be Approved			
1	Slamdance	255 Main	Nails on Main	no
2	Done to Your Taste	268 Main		yes
3	Done to Your Taste	268 Main		yes
4	Done to Your Taste	268 Main		yes
5	Done to Your Taste	260 Main	Susan Schwartz Gallery	yes
6	Done to Your Taste	260 Main	Susan Schwartz Gallery	yes
7	Done to Your Taste	260 Main	Susan Schwartz Gallery	yes
8	Top Shelf Services/Intel Studio	558 Main	PC Clothing	yes
9	Brilliant Consulting/CAA House	573 Main 2nd Floor	TopMark Industries	no
10	Top Shelf Services/Vulture Studio/NY Magazine	591 Main	Lunds Fine Art	Yes
11	Brilliant Consulting/Amazon Video Direct Lounge	301 Main	GH Mountain Trails	yes
12	Utah Film Studios (wk 1)	4001 Kearns Blvd	Utah Film Studios	yes
13	Utah Film Studios (wk 2)	4001 Kearns Blvd	Utah Film Studios	yes
14	Durkin Entertainment	255 Main Street	Blue Iguana	no
15	Movie Media Group/Beyond Cinema (wk 1)	305 Main Street	Firewood	yes
16	Movie Media Group/Beyond Cinema (wk 2)	305 Main Street	Firewood	yes
17	Legion M	322 Main Street	Red Banjo	yes
18	Chefdance	427 Main Street	ChefDance	yes
19	Top Shelf Services/ iTunes Movie House	657 Park		no
20	Top Shelf Services/ Vulture Studio	591 Main	Lunds Fine Art	yes
21	Top Shelf Services/ TAO @ the Yard	1251 Kearns	The Yard	no
22	The Collective Hand/ YouTube	628 Park Ave		yes
23	DC Berridge, LLC/AT&T	660 Main		yes
24	A-List Communications	890 Main	The Mustang	yes
	Previously Approved			
25	Utah Film Commission/Park City Film Series	625 Main	Sotheby's	yes
26	Egyptian Theater	328 Main	Egyptian	Yes
27	Egyptian Theater	328 Main	Egyptian	Yes
28	Egyptian Theater	328 Main	Egyptian	Yes
29	Top Shelf Services/IMDB	570 Main	Mer D'Or	Yes
30	Top Shelf Services/New Frontier (wk 1)	1401 Kearns	Kimball Art Center	No
31	Top Shelf Services/New Frontier (wk 2)	1401 Kearns	Kimball Art Center	No
32	Top Shelf Services/ Acura (wk 1)	475 Swede Alley	Bob Wells Plaza	No
33	Top Shelf Services/ Acura (wk 2)	475 Swede Alley	Bob Wells Plaza	No
34	Top Shelf Services/ Dell	528 Main	PC Museum	Yes
35	Top Shelf Services/ ASCAP (wk 1)	573 Main	Prospect Gallery	Yes
36	Top Shelf Services/ ASCAP (wk 2)	573 Main	Prospect Gallery	Yes
37	Precious Entertainment	738 Main Street	Paint Mixer	no
38	Sundance Institute (week 1)	1895 Sidewinder	Marriott	no
39	Sundance Institute (week 2)	1895 Sidewinder	Marriott	no
40	Alfwear /dba Kuhl	333 Main	Kuhl	yes
41	Brilliant Consulting/Stella Lounge	364 Main Street	Elegante	no
42	Brilliant Consulting/Grey Goose Blue Door	449 Main Street	Robert Kelly	yes
43	Brilliant Consulting/Chase Sapphire	573 Main Street	Prospect Gallery	yes
44	Sundance Institue/The Shop (week 1)	1167 Woodside Avenue	In Studio Design	no
45	Sundance Institue/The Shop (week 2)	1167 Woodside Avenue	In Studio Design	no

★ Liquor License TBA





DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

The Type 2 Convention Sales License applicants to date pending approval are shown in Exhibit A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2018 Sundance Film Festival (Festival).

Respectfully:

Beth Bynan, Business License Specialist



City Council Staff Report

Subject: Council Approval of Type 2 Convention Sales Licenses
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: December 14, 2017
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2018 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

The Type 2 Convention Sales License applicants to date pending approval are shown in Exhibit A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2018 Sundance Film Festival (Festival).

Acronyms

City – Park City
CSL – Convention Sales License
Festival – Sundance Film Festival
FIPA – Final inspection post application
MFL – Master Festival License
PIPA – Pre-inspection prior to application
Type 2 – A type of CSL for operation during the Festival

Background

The Sundance Film Festival attracts an increasing number of non-Master Festival License (MFL) affiliated businesses to conduct business within the Park City (City) limits on a short-term basis. The increase has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services. The numbers of various non-MFL affiliated licenses being applied for inundates the Finance Department with license applications in the final days just before the Festival starts.

Municipal Code 4-7-3(B)(2) retains Council authority to approve Type 2 CSL licenses. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional including the occupant load.

The process for a Type 2 CLS is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services in the amount of \$100 to cover trash impacts (one receipt per location)
4. Make application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council
6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed the applications for accuracy and completeness. Staff recommends that Council reviews and approves the applicants listed in Exhibit A. The applicant listed has received a PIPA and if approved by Council, must receive a FIPA prior to the license being issued.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the Type 2 CSL applications listed in Exhibit A subject to passing the FIPA.

Pros

- a. The applicants will be able to operate during the Festival.

Cons

- a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.

- b. Null Alternative: If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

Pros: There are no perceived positive impacts from doing nothing.

Cons: The applicants will not be able to operate during the 2018 Festival.

Department Review

Finance, Special Events, Building, Sustainability, Legal, Executive

Attachments

Exhibit A- List of Locations-CSL / Exhibit B- Map of Locations-CSL

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	Slamdance	255 Main	Nails on Main	no
2	Movie Media Group/Beyond Cinema	305 Main	Firewood	Yes
3	Montana Film Office	305 Main	Firewood	Yes
4	Arizona Film Office	305 Main	Firewood	Yes
5	Savannah Film Office	305 Main	Firewood	Yes
6	Oklahoma Music & Film Office	305 Main	Firewood	Yes
7	Miami Dade Cultural Office	305 Main	Firewood	Yes
8	Maine Film Office	305 Main	Firewood	Yes
9	Texas Film Office	305 Main	Firewood	Yes
10	Idaho Filmmakers Coalition	305 Main	Firewood	Yes
11	Buffalo, NY Film Production	305 Main	Firewood	yes
12	New York Magazine/The Vulture Spot	591 Main	Lunds Fine Art	yes
	Previously Approved			
23	Calii Love Inc.	900 Main	Vinto	Yes
24	NVE Inc	692 Main	Main & Sky	Yes
25	The Hollywood Reporter	692 Main	Main & Sky	Yes
26	Precious Entertainment	738 Main	Paint Mixer	no
27	RAADD-Recording Artists Against Drunk Driving	738 Main	Paint Mixer	no
28	The Sunshine Company	540 Main	Riverhorse	yes
29	A & E Networks	540 Main	Riverhorse	yes
30	PMC-IndieWire	625 Main Street	Sotheby's	yes
31	Deadline Studio/Lucy Stepp	900 Main Street	Vinto	no
32	Screen Vision	900 Main Street	Vinto	no

★ Convention Sales Lic. TBA





DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

The Comprehensive Annual Financial Report (CAFR) is the major document used to communicate the City's financial condition. State law requires Park City to follow the Uniform Fiscal Procedures Act for Utah Cities, UCA § 10-6-101 et seq., which requires an independent audit of the City's finances annually. The audit is performed by certified public accountants (Piercy, Bowler, Taylor & Kern). The Council must accept the audit within 180 days of the end of the fiscal year. After acceptance, a copy is filed with State Auditor and the City Recorder as a public document.

Respectfully:

Rebecca Gillis, Accounting Manager



City Council Staff Report

Subject: FY2017 Audit Report
Author: Rebecca Gillis, Accounting Manager
Department: Finance
Date: December 14, 2017
Type of Item: Administrative

Summary Recommendation

City Council should review the Comprehensive Annual Financial Report and formally accept the Audit for the Fiscal Year ended June 30, 2017.

Executive Summary

The Comprehensive Annual Financial Report (CAFR) is the major document used to communicate the City's financial condition. State law requires Park City to follow the Uniform Fiscal Procedures Act for Utah Cities, UCA § 10-6-101 et seq., which requires an independent audit of the City's finances annually. The audit is performed by certified public accountants (Piercy, Bowler, Taylor & Kern). The Council must accept the audit within 180 days of the end of the fiscal year. After acceptance, a copy is filed with State Auditor and the City Recorder as a public document.

Acronyms

CAFR	Comprehensive Annual Financial Report
MD&A	Management's Discussion and Analysis
PBTK	Piercy, Bowler, Taylor & Kern
PCMC	Park City Municipal Corporation

The Opportunity

The audit report from Piercy, Bowler, Taylor & Kern (PBTK) and the CAFR need to be accepted by Council within 180 days of the end of the fiscal year to comply with State law.

Background

State law requires Park City to follow the Uniform Fiscal Procedures Act for Utah Cities, UCA § 10-6-101 et seq., which requires an independent audit of the City's finances annually. The audit is performed by certified public accountants (PBTK). The Council must accept the audit within 180 days of the end of the fiscal year. After acceptance, a copy is filed with the State Auditor and the City Recorder as a public document.

The CAFR includes all funds of the City and is presented in four sections: Introductory, Financial, Statistical, and Internal Control and Compliance Reports.

The Introductory Section contains a letter of transmittal, a directory of principal officials and an organizational chart of the City. The Financial Section contains management's discussion and analysis (MD&A), the basic financial statements, notes to the financial statements, required supplementary information, individual fund statements for which data is not provided separately within the basic financial statements, as well as the independent auditor's report on these financial statements and schedules. The Statistical Section includes selected financial and demographic information, generally presented on a multi-year basis. The Internal Control and Compliance Reports Section contains the independent auditors' report on internal control and compliance required by *Government Auditing Standards* and state compliance as required by the *State of Utah Legal Compliance Audit Guide*.

The CAFR is the major document used to communicate the City's financial condition. It is distributed to various bond-rating agencies, investors in the City debt and the State Auditor for use in evaluating City finances. The first two basic financial statements, the Statement of Net Position (pages 22-23) and the Statement of Activities (pages 24-25), present information on a government-wide, full-accrual accounting basis which reflect the overall financial position of the City and its various funds, not just the amounts available for budgetary purposes. Fiscal operations in the government-wide statements are organized into two major activities: governmental and business-type.

Fund information is also presented for major funds individually and nonmajor funds combined in a single column in the basic financial statements (pages 27-37). Because the focus is so different between fund statements and government-wide statements, a reconciliation between the two types of statements is necessary to understand how the numbers differ. Such reconciliations are provided on pages 28 and 30. Comparisons of "budget-to-actual" results for the General Fund are presented on page 31.

Staff suggests attention be focused on the MD&A (pages 4-20) and the notes to the basic financial statements (pages 41-83). The notes to the basic financial statements in the Financial Section provide required detailed disclosures and a description of the financial statements.

The Statement of Net Position (pages 22-23) may serve as a useful indicator of a government's financial position. The City had positive net position of \$332.6 million at fiscal yearend. The largest portion of net position, \$266.7 million, represents the net investment in capital assets. Restricted net position of \$12.7 million is resources that are subject to external restrictions on how they may be used. The remaining \$53.2 million in net position are unrestricted and may be used to meet the City's ongoing obligations. Again, this is an overall financial position indicator and is not the amount of current resources available for budgetary purposes.

Looking at the results on a fund basis (page 27), the City's governmental funds reported combined ending fund balance of \$46.3 million, a decrease of \$5.5 million compared to the beginning of year fund balance amount.

Utah State code establishes a 5.0 percent minimum (\$1,749,103) and a 25.0 percent maximum (\$8,745,516) limit to the amount that may be accumulated as the balance in the General Fund. As of June 30, 2017 the unassigned fund balance in the General Fund was \$7,497,277 and was \$1,248,239 below the 25.0 percent limit. The unassigned fund balance increased by \$717,603 in fiscal year 2017.

General Obligation Bonds – Audit of Bond Expenditures

Resolution No. 16-98, *Resolution to Appoint a Citizens Committee to Advise the City Council on Community Priorities for Open Space Acquisition, Methods to Permanently Preserve Open Space, and to Account for Expenditure of Open Space Bond Proceeds should Voters Approve a General Obligation Bond to Preserve Open Space*, requires the City to annually audit bond expenditures and report the results of such audit to the public.

Comments from the City's Audit Firm of PBTK

The auditors identified no areas involving material weakness in the operations or internal control structure of the City. The auditors disclosed an instance of noncompliance, which is described on the Schedule of State Compliance Findings and Recommendations as item 2017-001 on page 148. This finding did not modify their opinion. This finding stemmed from an error during the budget process by which the vacancy factor was duplicated; once in full (\$580k) in the Swede Alley Parking Structure department and once properly in each department. This error caused the Swede Alley Parking Structure department to be over budget for the fiscal year. Park City budgets for full-time regular positions at the maximum wage each position could earn. However, due to vacant positions and some employees being paid below the maximum, the City spends approximately 7.0 percent less than the budget for personnel. This is referred to as the vacancy factor. The vacancy factor is managed by the Budget Department.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Accept the audit of the Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2017.

Pros

- a. Compliance with State law.

Cons – N/A

Consequences of Selecting This Alternative

Audit and Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2017 will become public record and submitted to the State Auditor in compliance with State law.

- a. Null Alternative:** Denial or continuation of the item.

Pros – N/A

Cons

- a. Denial, modification or continuation of the item could result in the City becoming non-compliant under Utah State Law. The audit must be approved and accepted by Council by December 31, 2017 to be in compliance.

Department Review

Finance, Budget, Legal, Executive

Funding Source

Not applicable

Attachments

[Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2017](#)



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

This Contract Change Order No. 12 with Granite Construction is for field changes that were determined to be outside of the original scope of the Lowell Avenue Re-Construction project. The project is complete and this contract change order No. 12 is the final contract change order.

Respectfully:

Matthew Cassel, City Engineer



City Council Staff Report

Subject: Lowell Avenue Re-Construction Project
Contract Change Order No. 12 to Granite
Construction's Contract
Author: Matthew Cassel, Engineering
Date: December 14, 2017
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council authorize the City Manager to execute Contract Change Order No. 12 to the Construction Contract with Granite Construction for construction of the Lowell Avenue Re-Construction Project in a form approved by the City Attorney and for an amount of **\$42,897.86**.

Executive Summary:

This Contract Change Order No. 12 with Granite Construction is for field changes that were determined to be outside of the original scope of the Lowell Avenue Re-Construction project. The project is complete and this contract change order No. 12 is the final contract change order.

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:

Previous to this Contract Change Order No. 12, Contract Change Orders No. 1 to 11 were executed. The total cost of Contract Change Order No. 1 to 11 is \$319,609.83. Per Park City purchasing policy, once change orders exceed 10% of the original contract amount (10% of \$1,542,017,455 is \$154,202) they must be approved by City Council. Contract Change Order No. 11 was the first change order to exceed the 10% threshold and was approved by Council and thus Contract Change Order must be also be approved by Council.

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 Bamberger 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,
- On April 14, 2016, Council approved the construction contract with Granite Construction,
- On March 16, 2017, Council approved Amendment No. 1 to the Stanley Professional Service Agreement,
- On October 5, 2017, Council approved Contract Change Order No. 11 to Granite Construction's contract.
- On October 5, 2017, Council approved Amendment No. 2 to the Stanley Professional Service Agreement.

Alternatives:

A. Approve the Request:

This alternative approves Contract Change Order No. 12 to Granite Construction's contract.

Pros – Approving the change order will allow the OTIS program, Water Department and SBWRD to pay the contractor for work outside the original scope of the project.

Cons – Capital cost impacts

B. Deny the Request:

This alternative would deny Contract Change Order No. 12 to Granite Construction's contract.

Pros – City funds used for this change order could be used for other OTIS projects.

Cons – Without this change order approved, staff would not be able to process the change order and pay Granite Construction for work completed.

Analysis:

This analysis details the changes to Granite Construction's contract and summarizes the budget available and remaining.

Contract Change Orders No. 1 to 10 were previously approved by staff and Contract Change Order No. 11 was approved by Council. A summary of these 11 change orders total cost and contract time added is provided below;

<u>Contract Change Order</u>	<u>Total Cost</u>	<u>Time Added to Contract</u>
No. 1	(\$14,191.53)	0 Days
No. 2	(\$1,961.83)	0 Days
No. 3	\$3,500.27	0 Days
No. 4	\$3,188.81	0 Days

No. 5	\$54,577.55	0 Days
No. 6	\$4,654.97	0 Days
No. 7	\$41,709.47	0 Days
No. 8	\$40,099.54	0 Days
No. 9	\$7,719.55	7 Days
No. 10	\$14,882.35	0 Days
No. 11	<u>\$165,430.69</u>	<u>5 Days</u>
Total Cost	\$319,609.83	
Total Days Added		12 Days

Funding for Contract Change Orders No. 1 to 11 is broken down per funding agency as follows;

- OTIS Funding \$52,358.00
- Water Funding \$11,984.57
- SBWRD Funding \$255,267.27

The elements of this Contract Change Order No. 12 are as follows;

- Sewer Rock Excavation - While installing the new sewer, an unknown rock outcrop was encountered where the new sewer line was to be installed. The rock excavation required extra effort to excavate through. The cost for this item is \$2,744.82 and is an SBWRD (sewer) cost.
- Marriott Sewer Manhole Ring and Cover – The existing sewer manhole ring and cover were found to be in a poor state so SBWRD requested the contractor to replace them. The cost for this item is \$293.06 and is a SBWRD (sewer) cost.
- Marriott Driveway Soft Spot Repair – When the sewer manhole was being repaired, it was found to have poor soil around the manhole, which was causing the manhole sinking problem. The contractor was directed to install sewer rock around the manhole to stabilize the soil and manhole structure. The cost for this item is \$610.48.48 and is a SBWRD (sewer) cost.
- Replace/Repair 1310 Lowell Avenue Stairs – There was an existing set of stairs running parallel to Lowell Avenue adjacent to 1310 Lowell Avenue. The stairs were removed and re-installed so the drainage around the stairs could be corrected and tied properly into Lowell Avenue. The cost for this item is \$4,200.00 and is an OTIS (road) cost.
- Install 4 inch Drain under 1103/1105 Lowell Avenue Driveway – During excavation, a foundation drain was found next to the road. If left as is, the foundation drain would have iced up the drive to 1103/1105 every winter. The contractor was directed to install the 4 inch drain line below the driveway to divert the water to the gutter below. The cost for this item is \$2,400.00 and is an OTIS (road) cost.
- Dominion Gas Line Support at 10th Street and Lowell Avenue – The gas line was not exactly where it was mapped to be in the Lowell Avenue location where the storm drain was crossing it. Dominion Gas moved their line but our contractor was directed to dig the hole for Dominion Gas to help expedite their work. The cost for this item is \$662.98 and is an OTIS (road) cost.

- Dominion Gas Line Support at 10th Street and Empire Avenue - The gas line was not exactly where it was mapped to be in the Empire Avenue location where the storm drain was crossing it. Dominion Gas moved their line but our contractor was directed to dig the hole for Dominion Gas to help expedite their work. The cost for this item is \$405.38 and is an OTIS (road) cost.
- 920/906 Lowell Avenue Fire Line Adjustment – The existing fire line to 920/906 Lowell Avenue was not as shown on the plans and need to be field adjusted. The cost for this item is \$3,090.34 and is a Water Department (water) cost.
- Empire Avenue Water Line Connection – Additional fittings were required to connect the new Lowell Avenue water line to the existing Empire Avenue line at the south bend in the road. The cost for this item is \$3,221.53 and is a Water Department (water) cost.
- Asbestos Pipe Disposal – During construction, asbestos pipe was found that needed to be disposed. This item is for the handling and disposal. The cost for this item is \$316.25 and is a Water Department (water) cost.
- Modifications to Catch Basin No. 1 – To manage the water from a spring found just below the Northstar subdivision, the contractor was directed to core out a hole in the back of the nearest catch basin and install drain rock wrapped in fabric, which would allow the spring water to enter the catch basing instead of spreading out on the road. The cost for this item is \$887.52 and is an OTIS (road) cost.
- Install Bollards Near 1103/1105 Lowell Avenue – Because of grades, the water meter vault for 11103/1105 Lowell Avenue is exposed to being hit by those using the drive. The contractor was directed to install bollards to protect the vault. The cost for this item is \$3,000.00 and is a Water Department (water) cost.
- Provide and Install a Valve Stem Extension - Due to grade changes to the area near fire hydrant No. 2 the shut off valve was much deeper than anticipated. This item provided a valve stem extension so the Water Department can reach the valve to turn it on and off. The cost for this item is \$450.00 and is a Water Department (water) cost.
- Provide a 1 ½ inch Meter Setter to the City – All of the 1 ½ inch meter setters were purchased for the project at the start of the project. Due to field changes, one meter setter was eliminated on the project. Because the meter setter was already purchased it was provided to the City at cost. The line item to install the meter setter was reduced by one unit, so this item ends up being an overall cost savings to the City. The cost for this item is \$926.88 and is a Water Department (water) cost.
- Provide and Install Stabilization Rock - Throughout this project, the existing soil has been found to be excessively wet and not very stable. This line item created a new line item for the use of stabilization rock in unsuitable areas to bridge the poor soils so the road could be constructed properly. The total amount of stabilization rock used on the project for road construction was 13.62 tons. The cost for this item is \$693.26 and is an OTIS (road) cost.
- Restoration of ROW in front of 948 Lowell Avenue – This property has an encroachment agreement with the City for a parking area with electric snow melt under the parking area. This parking area is where their new meter vault was to be installed. Staff visited the site many times looking for an alternative location for the

meter vault but could not identify any other location alternatives. Because of the many unknowns for removing the parking area, and snow melt system, the contractor was directed to account for their costs through daily time and material logs. The cost for this item is \$26,658.98.25 and is an OTIS (road) cost.

- Over Runs and Under Runs on Unit Price Items – As with all unit cost contracts, the units are estimated when the design consultant prepares the bid documents. At the end of the project, the over and under runs are rectified through a change order. The cost for this item is (\$7,662.62) and is broken down as follows;
 - Roadway bid items (OTIS) \$7,782.26,
 - Storm drain bid items (OTIS) \$0.00,
 - Water bid Items (Water) (\$1,718.50)
 - Sewer bid items (Sewer) (\$13,727.38)
- No additional work days were requested for the work effort associated with Contract Change Order No. 12. The Substantial Completion date remains October 31, 2017 with Final Completion on December 1, 2017.

The total amount of Contract Change Order No. 12 is \$42,897.86. Funding for Contract Change Orders No. 12 is broken down per funding agency as follows;

- OTIS Funding \$43,690.38
- Water Funding \$9,286.50
- SBWRD Funding (\$10,079.02)

Staff and staff's consultants have reviewed the above costs and have found them to be reasonable.

The total amount of Contract Change Order No. 1 through 12 is \$362,507.69. Overall funding for Contract Change Orders No. 1 through No. 12 is broken down per funding agency as follows;

- OTIS Funding \$96,048.38
- Water Funding \$21,271.07
- SBWRD Funding \$245,188.25

The final percentage of construction cost increase broken out per funding source is as follows;

- OTIS Funding 10.5%
- Water Funding 5.5%
- SBWRD Funding 103.0%

Total for Project 23.5%

As a whole, the contract change orders for this project are over 10%. Except for one single issue, staff has found the change order costs for this project to be reasonable. The single issue that drove up the project change order costs was poor quality native soil that was supposed to be re-used for backfill for the sewer line (SBWRD cost). The native soil was too wet to reuse and the decision to export the native

material and import clean backfill had to be made. This one issue is \$218,354 of the total change orders out of the \$362,507.69 (60.0% of the total change order amount). Without the soil issue, the change order would have been an increase of 9.3% of the original contract amount.

Project Budget

Granite Construction's bid for the project was \$1,542,017. SBWRD was responsible for \$237,936 of Granite's bid, which is for sewer work, Park City Water Department was responsible for \$390,251 and the OTIS funds covered the remaining road and storm drain portion of \$913,830.

Capital Project cp0157 is the capital account approved for OTIS Phase III projects, which includes Lowell Avenue Re-construction. The following breakdown only includes impacts to the OTIS fund.

OTIS Phase III Budget at start of the project:	\$1,436,177
Stanley Consultants Design and CEM Fee:	<u>\$ 397,323</u>
Funds Available for Construction:	\$1,038,854
Granite Construction Contract (OTIS Portion):	\$ 913,830
Add Treasure Hill Participation*	(\$ 183,020)
Less Amend. No. 1 and 2 to Stanley's Agreement	\$ 85,009
Less OTIS Construction Change Orders No. 1 to 11	\$ 52,358.00
Less this Contract Change Order No. 12	<u>\$ 43,690.38</u>
Remaining Funds Available:	\$ 126,986.62

*Treasure Hill elected to participate in the project as stipulated in their MPD agreement. As agreed upon, they were responsible for \$183,020 of the \$913,830 OTIS portion of the contract.

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 originally contained approximately \$1,436,177 which was approved for OTIS Phase III projects. 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 Change Order No. 12 to the Construction Contract with Granite Construction for construction of

the Lowell Avenue Re-Construction Project in a form approved by the City Attorney and for an amount of **\$42,897.86**.

Attachments:

- Contract Change Order No. 12 with Granite Construction (without backup)*
- Contract Change Order No. 12 Breakdown

*This change order (as all change orders do) has all the backup information attached that shows how each and every cost was computed, every Field Order or Work Directive Change that directed the contractor to the change and documentation of any negotiations to get to the final cost. The backup for this contract change order is another 22 pages of information. In an attempt to keep the Council package smaller, staff did not include these additional 22 pages in the staff report.

Date of Issuance: 11/27/17	Effective Date: 11/27/17
Owner: Park City Municipal Corporation and Snyderville Basin Water Reclamation District	Owner's Contract No.:
Contractor: Granite Construction	Contractor's Project No.: 2320
Engineer: Stanley Consultants - David Osborn	Engineer's Project No.: 26612
Project: Lowell Avenue Reconstruction	Contract Name: Lowell Avenue Reconstruction

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Sewer rock excavation on 9/11/17 – \$2,744.82 – See attached
2. Marriott Driveway Sewer Manhole Ring/Cover – \$293.06 - See attached
3. Marriot Driveway Soft Spot Repair at Sewer Manhole \$610.48 – See attached
4. 1310 Stairs - \$4,200 – See attached
5. 4 inch drain under 1103/1105 Driveway - \$2,400 – See Attached
6. Dominion Gas Line Loop Support at 10th Street and Lowell - \$662.98 – See attached.
7. Dominion Gas Line Loop Support at 10th Street and Empire - \$405.38 – See attached.
8. 920/906 Fire Line Adjustment - \$3,090.34 – See attached
9. Empire Avenue Water line Connection - \$3,221.53
10. Asbestos Pipe Disposal - \$316.25 – See attached.
11. CB-01 Coring, fabric, and rock - \$887.52 – See attached
12. Bollards at 1103/1105 - \$3,000.00 – See attached
13. Valve stem extensions – FH#2 Valve Cluster - \$450.00 – See Attached.
14. 1-1/2 meter setter provided to Park City Water since it could not be returned. - \$926.88 – See attached.
15. Stabilization Rock – 13.62 Tons at \$50.90/Ton = \$693.26
16. 948 Lowell surface restoration - \$26,658.98
16. Over and Underrun of bid items – See Attached.
 - a. Schedule A – Roadway = \$7,782.26
 - b. Schedule B – Storm Drain = \$0.00
 - c. Schedule C – Water = \$-1,718.50
 - d. Schedule D – Sewer = \$-13,727.38

Attachments: Cost breakdown from contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,542,017.00</u>	Original Contract Times: Substantial Completion: <u>October 15, 2016</u> Ready for Final Payment: <u>November 15, 2016</u> days or dates
[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : \$ <u>319,609.83</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : Substantial Completion: <u>12 Days</u> Ready for Final Payment: <u>12 Days</u> days
Contract Price prior to this Change Order: \$ <u>1,861,626.83</u>	Contract Times prior to this Change Order: Manor Way Intersection Completion: <u>June 15, 2017</u> Substantial Completion: <u>October 31, 2017</u> Ready for Final Payment: <u>December 1, 2017</u> 12 days

[Increase] of this Change Order: \$ <u>42,897.86</u>	[Increase] of this Change Order: Manor Way Intersection Completion: <u>June 15, 2017</u> Substantial Completion: <u>October 31, 2017</u> Ready for Final Payment: <u>December 1, 2017</u> 0 days
Contract Price incorporating this Change Order: \$ <u>1,904,524.69</u>	Contract Times with all approved Change Orders: Manor Way Intersection Completion: <u>June 15, 2017</u> Substantial Completion: <u>October 31, 2017</u> Ready for Final Payment: <u>December 1, 2017</u> 12 days

RECOMMENDED:

By: _____
 _____ Engineer (if required)
 Title: David Osborn – Senior Engineer
 Date: 8/28/17

ACCEPTED:

By: _____
 _____ Owner (Authorized Signature) Park City
 Title: _____
 Date: _____

ACCEPTED:

By: _____
 _____ Owner (Authorized Signature) Snyderville Basin Water
 Reclamation District
 Title: _____
 Date: _____

ACCEPTED:

By: _____
 _____ Owner (Authorized Signature) Park City Water
 Title: _____
 Date: _____

ACCEPTED:

By: _____
 _____ Contractor (Authorized Signature)
 Title: _____
 Date: _____

Lowell Avenue Change Order 12 - Cost Breakdown

Item		OTIS	Water	SBWRD
1	Sewer rock excavation on 9/11/17			2,744.82
2	Mariott Driveway Sewer mahole ring and cover			293.06
3	Softspot repair at Marriott driveway sewer manhole			610.48
4	1310 Stairs	4,200.00		
5	4 inch drain under 1103/1105 Driveway	2,400.00		
6	Dominion Gas Line Loop Support at 10th Street and Lowell	662.98		
7	Dominion Gas Line Loop Support at 10th Street and Empire	405.38		
8	920/906 Fire Line Adjustment		3,090.34	
9	Empire Avenue Water line Connection		3,221.53	
10	Asbestos Pipe Disposal		316.25	
11	CB-01 Coring, fabric, and rock	887.52		
12	Bollards at 1103/1105		3,000.00	
13	Valve stem extensions – FH#2 Valve Cluster		450.00	
14	1-1/2 meter setter provided to Park City Water since it could not be returned		926.88	
15	Stabilization Rock – 13.62 Tons at \$50.90/Ton	693.26		
16	948 Lowell Surface Restoration	26,658.98		
17	Over and Underrun Schedule A – Roadway	7,782.26		
18	Over and Underrun Schedule C – Water		-1,718.50	
19	Over and Underrun Schedule D – Sewer			-13,727.38
	Total	43,690.38	9,286.50	-10,079.02
	Grand Total	42,897.86		



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

As discussed with City Council on May 11, 2017, Transit and Parking are partnering to provide express shuttle service for Main Street employees from the Homestake Lot to Main Street for at least the next two years. Transit and the City have committed to providing remote parking options for employees, including the provision of express shuttle service, to mitigate the impact on Main Street businesses and employees of the Main Street parking plan that becomes effective on December 15, 2017. The City has already invested \$62,000 in the Homestake Lot to implement this project which includes safety upgrades such as new lighting, pavement & striping, shelter, and landscaping. In order to provide this service without negatively impacting other Transit services, more vehicles are required. With the lead time involved in purchasing additional vehicles, a near-term solution to acquire the required equipment is necessary. Through extensive research Transit has found that ADA compliant vehicles appropriate for the provision of express shuttle service can be leased immediately through TCF Equipment Finance with Lewis Bus Group as the dealer. These Purchase Option leases cost approximately \$54,000 per year, and provide the Transit Department the option to walk away at the end of the lease, or purchase the vehicles at 10% residual, meaning for \$10,900 Transit could buy these vehicles at the end of the lease. Leases are typically for a period of two years, which matches the current timeframe of the Homestake Lot usage. Leases with shorter terms have been problematic to find, and ultimately do not provide the long term solution that is needed in Transit. Pending Park City Legal Departments review and approval of particulars with agreement.

Alternatively, 12-passenger vans, which are not ADA compliant, could be borrowed from the Recreation Department to provide this service. However, Transit previously provided similar service during the 2014-2015 winter season utilizing these vans and through that experience Transit learned that these vans are not conducive to quick and easy loading or unloading of passengers, which negatively impacts Transit's ability to maintain the desired service frequency. Additionally, the vans would have to be returned to the Recreation Department in the spring, ultimately requiring Transit to acquire additional vehicles anyway. These vans are used by the Recreation Department throughout the year, and loaning them to Transit would effectively leave them without any vehicles to use for the entirety of the winter season.

Respectfully:

Blake Fonnesbeck, Public Works Director

City Council Staff Report



Subject: Transit Vehicle Lease
Author: Darren Davis
Department: Transit
Date: December 7, 2017
Type of Item: Administrative

Summary Recommendation

Council should consider authorizing the City Manager to sign 2-year Purchase Option lease agreements with TCF Equipment Finance for one cutaway vehicle and one Transit van in the amount of One Hundred and Nine Thousand Dollars (\$109,000) in a form approved by the City Attorney.

Executive Summary

As discussed with City Council on May 11, 2017, Transit and Parking are partnering to provide express shuttle service for Main Street employees from the Homestake Lot to Main Street for at least the next two years. Transit and the City have committed to providing remote parking options for employees, including the provision of express shuttle service, to mitigate the impact on Main Street businesses and employees of the Main Street parking plan that becomes effective on December 15, 2017. The City has already invested \$62,000 in the Homestake Lot to implement this project which includes safety upgrades such as new lighting, pavement & striping, shelter, and landscaping. In order to provide this service without negatively impacting other Transit services, more vehicles are required. With the lead time involved in purchasing additional vehicles, a near-term solution to acquire the required equipment is necessary.

Through extensive research Transit has found that ADA compliant vehicles appropriate for the provision of express shuttle service can be leased immediately through TCF Equipment Finance with Lewis Bus Group as the dealer. These Purchase Option leases cost approximately \$54,000 per year, and provide the Transit Department the option to walk away at the end of the lease, or purchase the vehicles at 10% residual, meaning that for \$10,900 Transit could buy these vehicles at the end of the lease. Leases are typically for a period of two years, which matches the current timeframe of the Homestake Lot usage. Leases with shorter terms have been problematic to find, and ultimately do not provide the long term solution that is needed in Transit.

Alternatively, 12-passenger vans, which are not ADA compliant, could be borrowed from the Recreation Department to provide this service. However, Transit previously provided similar service during the 2014-2015 winter season utilizing these vans and through that experience Transit learned that these vans are not conducive to quick and easy loading or unloading of passengers, which negatively impacts Transit's ability to maintain the desired service frequency. Additionally, the vans would have to be returned to the Recreation Department in the spring, ultimately requiring Transit to

acquire additional vehicles anyway. These vans are used by the Recreation Department throughout the year, and loaning them to Transit would effectively leave them without any vehicles to use for the entirety of the winter season.

Acronyms

ADA Americans with Disabilities Act

The Problem

On March 30, 2017, Council approved a new parking plan for Old Town, affecting the availability of parking for employees of Main Street businesses. As part of that plan, Transit is committed to providing express shuttle service from the Homestake Lot to Main Street for employees. Transit does not currently have sufficient equipment to operate this express service without negatively impacting the availability of existing services, such as ADA Paratransit service.

Background

- New parking plan approved on March 30, 2017
- The Transportation Demand Management plan includes development of incentives for Main Street employees to park remotely
- Plans to implement express service was discussed with Council during the May 11, 2017 Council meeting to use the Homestake Lot as a temporary park and ride lot for Main Street employees until it was needed for development of affordable housing.
- Purchasing new vehicles requires a lead time of at least one year
- Express shuttle service is scheduled to go live on December 15, 2017.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to execute two 2-year Purchase Option lease agreements with TCF Equipment Finance for two vehicles.

Pros

- a. Immediately provides Transit with the vehicles required to provide express shuttle service from the Homestake Lot.
- b. Allows Transit to gain operational experience with a new type of vehicle, which may help guide the purchase of future expansion or replacement vehicles.
- c. Transit will have the option to purchase these vehicles at the end of the lease for \$10,900, or walk away.
- d. Vehicles are ADA compliant

Cons

- a. Requires an immediate initial investment of funds.

Consequences of Selecting This Alternative

Selecting this alternative will allow the Transit Department to acquire the vehicles necessary to implement express shuttle service for Main Street employees from the Homestake Lot on December 15, 2017 as planned.

- b. Null Alternative:** Transit will be required to borrow necessary vehicles from the Recreation Department.

Pros

- a. Does not require a capital investment

Cons

- a. Transit would have to return the vehicles in the spring, requiring an immediate replacement of the vehicles
- b. 12-passenger vans are not conducive to the provision of shuttle service, which will negatively impact the user experience and ridership.
- c. Utilizing 12-passenger vans may impact Transit's ability to provide the desired level of frequency.
- d. Does not leave Transit with any backup vehicles in case of mechanical failure, which may result in a loss of service.
- e. Vehicles would not be ADA compliant.

Department Review

This report has been reviewed by the Transit, Parking, Public Works, City Attorney, and Budget Departments.

Funding Source

Funding for this project will be provided through Transit Operating and Parking revenue.

Attachments

- A Pictures of proposed ADA compliant vehicles.
- B Lease Agreements

Attachment A



Figure 2 2017 Ford Transit Van



Figure 1 2017 Ford Transit Van - Interior

Attachment A



Figure 4 2017 Ford Cutaway Bus



Figure 3 2017 Ford Cutaway Bus - Interior

The "Master Lease": Master Lease Number 0735145L Dated December 6, 2017	
"Lessee": Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, UT 84060	
Fax:	E-mail:
"Lessor": TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	
Fax: 952-656-3273	E-mail: customerservice@tcfef.com

Master Lease Terms and Conditions

- LEASE.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the personal property and/or services described in an Equipment Schedule or Equipment Schedules (each, a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time upon the terms and conditions set forth herein and in the Schedule (such property and services, together with all replacements, repairs, and additions incorporated therein or affixed thereto, being referred to herein as the "Equipment"). Lessee authorizes Lessor to add to any Schedule, or make necessary corrections to, any serial numbers or other identification of the Equipment when known. Each Schedule shall be considered a separate lease pursuant to the terms of this Master Lease. The term "this lease" as used herein shall mean a Schedule incorporating therein the terms and conditions set forth in this Master Lease. Capitalized terms shall have the meanings given to them in the Schedule or herein. In the event of a conflict between the terms of any Schedule and the terms of this Master Lease, the terms of the Schedule shall control. Notwithstanding any provision herein or in any Schedule to the contrary, Lessor shall have no obligation to purchase, fund or lease to Lessee any Equipment if (i) all of Lessor's requirements shall not have been satisfied on or before the date that Lessor's credit approval shall expire with respect to the lease of such Equipment, or (ii) any material adverse change in Lessee's condition or business shall have occurred as of the date of such proposed purchase, funding or lease from that considered by Lessor in connection with the credit approval for such lease. In the event that either of the foregoing shall occur, Lessor may, in its sole discretion, cancel the lease of the Equipment covered by the applicable Schedule, and Lessee shall purchase from Lessor any items of Equipment then subject to the lease within five days after Lessor's request to do so for a price equal to Lessor's cost of such items, plus any other amounts advanced by Lessor under such Schedule, plus all accrued but unpaid interim rent thereon, as provided for in paragraph 3 below. Lessee shall also pay any applicable sales and use tax on such sale.
- TERM.** The term of this lease with respect to each item of Equipment shall begin on the date it is accepted by Lessee and shall continue for the number of consecutive months from the Commencement Date shown in the related Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein. Lessee shall promptly inspect each item of Equipment upon delivery and, if acceptable in all respects, when the last item of Equipment is delivered, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee hereby authorizes Lessor to fill in the Commencement Date in the Schedule based upon the date appearing on the delivery and acceptance certificate. If the final item of Equipment is delivered and accepted on the first day through the 15th day of the month, the Commencement Date is the 15th day of the month; and if the final item of Equipment is delivered and accepted on the 16th day through the end of the month, the Commencement Date is the first day of the following month.
- RENT.** Lessee shall pay basic rent for the Initial Term of this lease, and any renewal term, in periodic installments each in the amount shown in the related Schedule as the Rent Payment. Installments shall be payable as set forth in the related Schedule. Lessee shall pay advance installments and any security deposit, each as shown in the related Schedule, on the date Lessee executes such Schedule. If the final cost of the Equipment (all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, before application of any subsidies or like amounts) plus other amounts financed under the Schedule is more or less than the Total Cost shown in the Schedule (which is based on an estimate), the amount of each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted up or down to provide Lessor the same yield it would have obtained if such final cost had been the same as such Total Cost. The Schedule will be amended to reflect the final Total Cost and adjusted Rent Payment and, if applicable, purchase price. Lessee agrees to execute an amendment reflecting such adjustments; provided that Lessor's written notice to Lessee of adjustments of 10% or less shall be effective as an amendment, without Lessee's signature. The Rent Payment for this lease has been indexed to the Swap Rate. "Swap Rate" means, as of the applicable date, the "ICE Swap Rate - USD Rates 1100" as published by Intercontinental Exchange, Inc. on its website, www.theice.com, for a similar term to the Initial Term of this Lease (or, if no rate is quoted for a particular maturity, a rate will be interpolated by Lessor based on similar maturities), for the date that is three (3) business days prior to the applicable date (or, if no rate is quoted for such date, the next business day for which such rate is quoted); or, if such index is no longer available or so published, the rate determined by Lessor under a similar successor index chosen by Lessor in its sole discretion. If such Swap Rate as of the date that the final item of Equipment under this lease is accepted is more than the Swap Rate as of the date of the applicable Schedule, Lessor may increase the Rent Payment accordingly, and Lessee hereby agrees to sign an amendment reflecting such increase by no later than the Commencement Date of this lease. In addition to basic rent payable from the Commencement Date, Lessee agrees to pay interim rent with respect to each separate item of Equipment covered by a particular Schedule from the date it is delivered and accepted to the Commencement Date, at a daily rate equal to (i) Lessor's cost of such item specified in such Schedule or in an applicable invoice, multiplied by (ii) the Interim Rent Daily Factor specified in such Schedule. Interim rent accruing each calendar month shall be payable by the 10th day of the following month and in any event on the Commencement Date.
- PAYMENTS, LATE FEES AND SECURITY DEPOSIT.** Time is of the essence. If any installment of interim rent or basic rent or any other amount payable by Lessee hereunder is not paid within ten (10) days of the date when due, Lessor may impose a late fee of up to 10% of the amount of the installment, but in no event more than permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on any such request made by a person it believes has authority to make such request on behalf of Lessee. Payments received shall be applied by Lessor in such order of application as Lessor shall determine, in its sole discretion. Lessee has deposited or will deposit with Lessor the sum shown as "Security Deposit", if any, on each Schedule as a security deposit and not as advance rent. Upon the occurrence of any Event of Default, Lessor may, at its option, apply any security deposit to any amounts owed under this lease by Lessee, in which event Lessee shall promptly pay a sufficient amount to Lessor to restore the security deposit to the full amount specified in the Schedule. Following termination of this lease, Lessor shall return any remaining balance of the security deposit(s), if any, without interest, to Lessee if and only if Lessee has fulfilled all of its obligations under this lease.
- TAXES, FEES AND LESSOR'S EXPENSES.** In addition to the rent, Lessee agrees to promptly pay when due, or reimburse Lessor upon receipt of Lessor's invoice, all fees, assessments, charges and sales, use, property, excise and other taxes paid, payable or required to be collected by Lessor, however designated, which are levied or assessed by any governmental authority on the rent, this lease or the Equipment or its purchase, ownership, use, lease, sale or value, together with any penalties or interest in connection therewith. Lessor shall file all personal property tax returns and pay all such taxes when due and Lessee shall reimburse Lessor therefor and file all returns required to be filed by Lessee. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Lessee shall promptly pay all costs, charges, expenses and obligations of every kind and nature incurred by or on behalf of Lessor regarding the importation, shipment, delivery, possession, use, lease, tax treatment, return, repossession, storage and transfer of any item of Equipment. In addition, Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor, therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.
- LESSOR DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSOR MAKES NO WARRANTIES WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME OR TITLE RELATING TO THE EQUIPMENT OR LESSEE'S RIGHTS TO ANY SUCH INTELLECTUAL PROPERTY. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE EQUIPMENT AND, AS TO LESSOR, LEASES THE EQUIPMENT AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE EQUIPMENT. Lessee acknowledges that Lessor is not a dealer or manufacturer of Equipment of any kind and is not the seller of the Equipment, and that each unit of Equipment is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Equipment without any obligation to install, test, erect, service or maintain the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no

such occurrence shall relieve Lessee of any of its obligations under this lease. The only warranty applicable to any Equipment is the manufacturer's warranty, if any (in the case of new Equipment) and Lessor makes no warranty to Lessee. Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Equipment. So long as Lessee is not in default under this lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Equipment and any claim that Lessor may have as owner of the Equipment against the manufacturer or supplier or any other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Lessor is not liable for any modification, breach or rescission of any warranty or service agreement. Any agreement that Lessee may have with any third party, including any manufacturer or vendor, relating to services shall be separate and distinct from this lease and Lessor shall not have any obligations thereunder. Lessee acknowledges that this lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee hereunder is not to interfere with Lessee's quiet enjoyment of the Equipment so long as Lessee is not in default hereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of this lease, the equipment or the rent payments for financial statement or tax purposes. In the event that there is a material adverse change in Lessee's financial condition, as determined by Lessor, prior to Lessor's payment for any Equipment to be leased hereunder, Lessee agrees that Lessor shall have no obligation to purchase such Equipment and lease it to Lessee.

7. **DELIVERY, OWNERSHIP, LOCATION AND INSPECTION.** Lessee shall pay for all transportation, insurance and any other charges with respect to delivery and installation of the Equipment. The Equipment shall at all times remain the property of Lessor. Lessee shall have no right, title or interest in the Equipment, except as set forth herein. Lessee at its expense shall protect and defend the title and interest of Lessor and keep the Equipment free of all claims and liens other than claims and liens created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment. Lessee will provide a suitable place, within the continental United States, for the Equipment and shall not remove the Equipment from the Equipment Location without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may inspect the Equipment and Lessee's records relating to the Equipment at any time during regular business hours and to the extent required, Lessee shall take all actions and provide such support as may be necessary for Lessor to access restricted areas in order to inspect the Equipment.

8. **ADDITIONAL DOCUMENTS AND INFORMATION; COSTS AND EXPENSES.** Lessee shall execute and deliver to Lessor such other documents and provide such information, including, information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to (i) evidence or protect Lessor's interests in the Equipment and Lessor's rights under this lease; and (ii) comply with laws or regulations applicable to Lessor or Lessee. Lessee authorizes Lessor to file such instruments as may be necessary to protect Lessor's interests in the Equipment (including financing statements and certificates of title) without Lessee's signature and if such signature is required by law, Lessee appoints Lessor as Lessee's attorney-in-fact to execute such items, in Lessee's name. To the extent permitted by applicable law, upon demand, Lessee will reimburse and pay Lessor's costs and expenses, including attorneys' fees and costs, with respect to the underwriting, documentation, making and any amendment and other modification of this lease and all related documents, including without limitation the costs of filing all financing statements and other perfection documents and all amendments thereto, and continuations, releases and terminations thereof, in all public offices in which Lessor may deem filing to be appropriate, obtaining and reviewing searches of filing offices and organizational records; obtaining, reviewing, negotiating and executing other documentation required by Lessor hereunder, requested by Lessee or otherwise deemed necessary or appropriate in connection with this lease and the related documents. Any document fee collected by Lessor in advance is intended to cover only Lessor's costs of filing an initial financing statement against Lessee and of preparing this lease and the standard documents related to this lease; and additional costs, reimbursable by Lessee, may be incurred in connection with the closing of this lease transaction or thereafter. Upon request by Lessor, Lessee shall verify in writing the location of the Equipment and provide Lessor with all records relating to the Equipment, including without limitation, maintenance information. Lessee shall furnish Lessor with such financial information as Lessor may from time to time request. Lessee hereby warrants and represents that all financial statements heretofore and hereafter delivered to Lessor by or on behalf of Lessee have been and will be prepared in accordance with generally accepted accounting principles consistently applied, and all statements and data submitted to Lessor in connection with this lease shall be complete and accurate in all respects.

9. **INDEMNITY.** Lessee shall hold Lessor harmless from, and pay to Lessor the amount of, any fine, penalties or other amounts for which Lessor is held liable as a result of, and any legal expenses Lessor has arising out of, the return, use, condition, ownership or operation of any item of Equipment, including any claims made under the strict liability doctrine, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, damages (including reasonable attorneys' fees), obligations, liabilities and liens (including any of the foregoing arising or imposed without Lessee's fault or negligence, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement or under the doctrine of "strict liability"), imposed or incurred by or asserted against Lessor or its successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, return or use of the Equipment, by operation of law or by Lessee's failure to comply with the terms of this lease. Upon written notice by Lessor of the assertion of any claim hereby indemnified against, Lessee shall assume full responsibility for the defense thereof.

10. **USE AND REPAIRS.** Lessee shall use the Equipment within its recommended capacities and only for the purpose(s) for which it was designed. Lessee shall comply with all laws, regulations and ordinances relating to the possession and use of the Equipment including, without limitation, job safety, health, fire and environmental laws applicable to the Equipment. Lessee will maintain the Equipment in good repair, condition and working order and will furnish all parts and services required therefor, all at its expense, ordinary wear and tear excepted. Lessee will use only manufacturer's approved fluids, replacement parts and components in the performance of any maintenance and repair of the Equipment. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law, and shall not make other modifications or improvements without the prior written consent of Lessor. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become the property of Lessor and part of the Equipment for all purposes.

11. **LOSS OR DAMAGE.** Lessee hereby assumes and shall bear the entire risk of loss, theft, damage or destruction of all or any item of the Equipment from any cause whatsoever; and no loss, theft, damage or destruction of all or any item of the Equipment shall relieve Lessee of its obligation to pay rent or of any other obligation under this lease, which shall continue in full force and effect, notwithstanding such loss, theft, damage or destruction. The risk of loss shall pass to Lessee on the earlier of (i) delivery of the Equipment to a carrier for shipment to Lessee or (ii) tender of the Equipment to Lessee. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (ordinary wear and tear excepted). Lessee shall promptly notify Lessor of any loss, theft, material damage or destruction of the Equipment and, if Lessor determines that any item of Equipment is lost, stolen, destroyed, worn out or damaged beyond repair as a result of ordinary use, neglect, abuse or any other cause whatsoever, Lessee, at the option of Lessor, will: (a) replace the same with similar Equipment in good repair, or (b) pay to Lessor: (i) all rent and other amounts due from Lessee hereunder with respect to such item but unpaid at the date of such payment plus (ii) all rent with respect to such item for the balance of the term of this lease not yet due at the time of such payment, discounted from the respective dates installment payments would be due, at the rate of 3% per annum, plus (iii) the greater of (x) ten percent of the Total Cost related to such item as set forth in the Schedule, or (y) Lessor's "Anticipated Residual Value" of such item of Equipment, as determined by the books of Lessor as of the Commencement Date of the applicable Schedule, or (z) the Mandatory Purchase Price of such item, if applicable. Upon payment of such amount in immediately available funds to Lessor, such item shall become the property of Lessee, Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph, in such order of application as Lessor, in its sole discretion, may determine, and Lessor shall be entitled to any surplus.

12. **INSURANCE.** Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be set forth in any Schedule or as may be prescribed by any applicable state law specifying minimum insurance requirements, and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form, including a maximum deductible, and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days' prior written notice of any alteration in the terms of such policy or the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policy. In the event Lessee fails to procure, maintain, pay for or provide Lessor with evidence of the insurance required by this lease, or to pay any fees, assessments, charges or taxes as required in this lease, Lessor shall have the right, but not be obligated, to obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice, or pay said fees, assessments, charges and taxes, as the case may be. In that event, Lessee shall reimburse Lessor upon demand for the cost thereof, together with interest until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less, and failure to pay the same shall constitute an Event of Default under this lease. At Lessor's discretion, Lessor may add all costs of acquiring and maintaining any insurance provided

for herein, including without limitation all premiums therefor and all premium finance charges, documentation fees, tracking fees and all other fees and charges incurred by Lessor in connection therewith, plus fees for Lessor's services in placing and maintaining such insurance (all such premiums, costs, fees and charges are referred to herein, collectively, as the "Insurance Charge"), to the amounts due from Lessee under this lease. Lessee will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments due under this lease (plus interest on such allocation at 18% per annum or the maximum rate allowable by law, whichever is less). NOTHING IN THIS LEASE WILL CREATE AN INSURANCE RELATIONSHIP OF ANY TYPE BETWEEN LESSOR AND ANY OTHER PERSON.

13. **RETURN OF THE EQUIPMENT.** Unless Lessee purchases the Equipment or the term of this lease has been extended or renewed, each strictly in accordance with the terms and conditions set forth in this lease, upon the expiration or earlier cancellation or termination of this lease, Lessee shall, at its sole expense and risk, in accordance with applicable industry standards and manufacturers recommendations, de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. The Equipment shall be in the same condition as when received by Lessee, reasonable wear and tear resulting from normal and proper use excepted, capable and ready for reuse by another user without the need for repair or refurbishment (and, if applicable, in the condition set forth in the Schedule or any rider or addendum thereto), and shall be in good condition and working order as required by this lease, shall be free and clear of any liens, shall comply with all applicable laws and regulations and shall include all manuals, specifications, repair and maintenance records and similar documents. Lessee must be able to demonstrate that the Equipment can perform at its performance specifications according to the manufacturer's standards. If requested by Lessor, at least thirty (30) days prior to expiration or upon earlier termination of this lease, Lessee shall cause the manufacturer's representative or a qualified equipment maintenance provider acceptable to the Lessor to perform a comprehensive inspection of the Equipment. Following such inspection, a certification letter from the inspecting technician as to the working condition and performance of the Equipment in conformance with the manufacturer's performance specifications must be provided to the Lessor. The cost of the inspection, assessment and written certification shall be borne by the Lessee. If it is determined that maintenance or repairs are needed to meet the manufacturer's performance specifications, at Lessor's request Lessee shall cause such repairs and maintenance to be made at Lessee's expense or remit the cost of such maintenance or repairs to the Lessor as payment for extraordinary wear and tear of the Equipment. Until any Equipment is returned as required above, all terms of this lease shall remain in full force and effect with respect thereto including, without limitation, obligations to pay rent and to insure and repair such Equipment.

14. **DEFAULT.** Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay any installment of rent or other payment required hereunder when due; (b) Lessee shall fail to observe or perform any other covenant or agreement to be observed or performed by Lessee hereunder and such failure continues for ten (10) days following written notice thereof by Lessor to Lessee; (c) Lessee or any guarantor of this lease or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this lease or any partner of Lessee if Lessee is a partnership shall admit in writing an inability to pay debts as they come due, authorize or voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (e) any individual Lessee, guarantor of this lease, or partner of Lessee if Lessee is a partnership shall die; (f) any representation or warranty made by Lessee or any guarantor of this lease in conjunction with this lease or financial or credit information submitted by or on behalf of Lessee or any guarantor of this lease shall prove to have been false or materially misleading when made; (g) an event of default shall occur under any other obligation Lessee or any guarantor of this lease owes to Lessor; (h) any material indebtedness of Lessee or any guarantor of this lease shall be accelerated following a default thereunder or, if any such indebtedness is payable on demand, payment thereof shall be demanded; (i) if Lessee or any guarantor of this lease is a corporation, partnership or limited liability company, more than 50% of the equity interests therein shall become owned by, or subject to control or the power to vote by, parties who had no such interest on the date this lease begins; (j) Lessee or any guarantor of this lease shall consolidate with or merge into, or sell or lease all or substantially all of its assets to, any individual, corporation, or other entity; (k) Any guarantor shall repudiate, revoke or purport to revoke such guarantor's guaranty of this lease or shall fail to observe or perform any of the obligations of guarantor under such guaranty; or, (l) Lessee no longer occupies the premises where any Equipment subject to this lease is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or to exercise eviction or other remedies under the mortgage or lease of the premises.

15. **REMEDIES.** Upon the occurrence of an Event of Default and at any time thereafter, Lessor may, with or without canceling or terminating this lease, exercise any one or more of the following remedies as Lessor in its sole discretion may lawfully elect: (a) Upon written notice to Lessee cancel or terminate this lease and any or all Schedules to this Master Lease; (b) Declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, an amount equal to the sum of (i) all rent and other amounts then due and unpaid plus (ii) all rent and any other payments to become due hereunder for the full term of this lease discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (A) ten percent (10%) of the Total Cost related to the Equipment as set forth in the applicable Schedule, or (B) Lessor's "Anticipated Residual Value" of the Equipment, as determined by the books of Lessor as of the Commencement Date of the applicable Schedule, or (C) the Mandatory Purchase Price of the Equipment, if applicable, and such sum of items (i) through (iii) ("Lessor's Damages") shall thereupon become immediately due and payable without further notice or demand; provided, however, that upon the occurrence of an Event of Default specified in paragraph 14 (d), such amount shall automatically become and be immediately due and payable without notice or demand of any kind and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 15; (c) Proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this lease and/or recover damages for the breach thereof; (d) Whether or not this lease is canceled or terminated, repossess the Equipment wherever located, with or without notice to Lessee or legal process, and for this purpose Lessor and/or its agents may enter upon any premises of or under the control or jurisdiction of Lessee or any agent of Lessee, without liability therefor to Lessee, and remove the Equipment; or upon demand by Lessor, Lessee agrees to deliver the Equipment to Lessor in accordance with paragraph 13; (e) Lessor may recover interest on the unpaid balance of Lessor's Damages from the date it becomes payable until fully paid at the rate of the lesser of 18% per annum or the highest rate permitted by law, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of inspection, repossession, repair, storage, transportation, testing, disassembly, crating, loading, cribbing charges, re-assembly and disposition of the Equipment; (f) Lessor may exercise any other right or remedy available to it by law or by agreement. In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or use reasonable efforts to sell or lease each item of Equipment in such manner and upon such terms as Lessor may determine in its sole discretion. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Damages and any additional amount due under clause (e) above. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

16. **ASSIGNMENT.** WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE, OR OTHERWISE ENCUMBER OR PERMIT A LIEN ARISING THROUGH LESSEE TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE OR THE EQUIPMENT. Lessor may assign its interest in this lease and sell or grant a security interest in all or any part of the Equipment without notice to or the consent of Lessee. If Lessee is given notice of such assignment, it shall acknowledge receipt of that notice in writing. Each assignee or mortgagee from Lessor shall have all of the rights, but none of the obligations, of Lessor under this lease. Lessee shall not assert against any assignee and/or mortgagee any defense, counterclaim or offset that Lessee may have against Lessor. Lessee's obligation to pay rent to the assignee shall be absolute and unconditional and shall not be subject to any defense or offset.

17. **NON-CANCELABLE AND UNCONDITIONAL OBLIGATION.** This lease cannot be canceled or terminated except as expressly provided herein. This lease is a net lease and Lessee agrees that its obligation to pay rent and any other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If any Schedule is deemed at any time to be a lease intended as security: (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this lease and all other indebtedness at any time owing by Lessee to Lessor; (ii) Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code; and (iii) such Schedule shall be construed in a manner so that interest, the applicable interest rate or other charge shall not exceed, in any event, the maximum amount of time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied to the payments due under such Schedule as a prepayment of principal, and any remaining excess will be refunded to Lessee. and (iv) if Lessee is an individual and the principal amount of such Schedule is \$100,000 or more, such Schedule is made pursuant to Minn. Stat. Sec. 334.01; this lease is made under Minn. Stat. Sec. 334.022 if Lessee is an "organization" as defined therein.

18. **INDEMNIFICATION FOR LOSS OF TAX BENEFITS.** Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this lease and owning the Equipment is referred to herein as a "Loss." If for any reason this lease is not a true lease for federal or state income tax purposes, or if for any reason (even though this lease may be a true lease) Lessor is not entitled to depreciate the Equipment for federal or state income tax purposes in the manner that Lessor anticipated when entering into this lease, and as a result Lessor suffers a Loss, then Lessee agrees to pay Lessor, as additional Basic Rent under this lease, a lump-sum amount which, after the payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this lease, will in the reasonable opinion of Lessor maintain Lessor's net after-tax rate of return with respect to this lease at the same level it would have been if such Loss had not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder. Lessor shall make a reasonable effort to contest any such claim but shall have no obligation to contest such claim beyond the administrative level of the Internal Revenue Service or other taxing authority. In any event, Lessor shall control all aspects of any settlement and contest. Lessee agrees to pay the legal fees and other out-of-pocket expenses incurred by Lessor in defending any such claim even if Lessor's defense is

successful. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify Lessor for any Loss caused solely by (a) a casualty to the Equipment if Lessee pays the amount Lessee is required to pay as a result of such casualty, (b) Lessor's sale of the Equipment other than on account of an Event of Default hereunder, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) a change in tax law (including tax rates) effective after the Lease begins. For purposes of this paragraph, the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes. Lessee's indemnity obligations under this paragraph shall survive cancellation and termination of the Lease.

19. **SURVIVAL OF INDEMNITIES, REPRESENTATIONS AND WARRANTIES; CROSS DEFAULT.** All representations, warranties and indemnities of Lessee made or agreed to in this lease and any certificates delivered in connection herewith shall survive expiration, cancellation or termination of this lease. Lessee hereby agrees that any default by Lessee in the payment of rent or performance of any other term or condition of any lease or loan between Lessee and Lessor, or under any Schedule, whether previously or hereafter entered into, shall at the option of Lessor constitute an Event of Default in all leases, loans or Schedules, including this lease.

20. **GOVERNING LAW AND CONSTRUCTION. THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT GIVING EFFECT TO CONFLICT OF LAW PROVISIONS. LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF MINNESOTA FOR PURPOSES OF RESOLVING ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THE LEASE, OR ANY TRANSACTION CONTEMPLATED HEREBY, AND LESSEE HEREBY WAIVES OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF JURISDICTION OR VENUE IN THE FEDERAL OR STATE COURTS OF MINNESOTA. LESSOR AND LESSEE AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE PROPERLY SERVED AND SHALL CONFIRM PERSONAL JURISDICTION IF SERVED PERSONALLY, BY CERTIFIED MAIL TO IT AT ITS ADDRESS DESIGNATED PURSUANT TO THE LEASE, OR AS OTHERWISE PROVIDED UNDER THE RESPECTIVE RULES OF THE STATE OR FEDERAL COURTS OF MINNESOTA. ANY PROVISION OF THIS LEASE WHICH MAY BE PROHIBITED OR UNENFORCEABLE IN ANY JURISDICTION SHALL NOT, AS TO SUCH JURISDICTION, INVALIDATE THE REMAINING PROVISIONS HEREOF AND SHALL NOT INVALIDATE OR RENDER UNENFORCEABLE SUCH PROVISION IN ANY OTHER JURISDICTION. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS LEASE OR ANY RELATED AGREEMENTS.**

21. **LESSEE REPRESENTATIONS AND WARRANTIES.** Lessee represents and warrants to Lessor with regard to this lease that: (a) The execution, delivery and performance of this lease has been duly authorized by all necessary action on the part of Lessee and this lease constitutes a valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms; (b) The individual executing this lease on behalf of Lessee is duly authorized; (c) Neither the execution or delivery by Lessee of this lease, nor the performance thereof by Lessee, conflicts with, results in a breach of or constitutes a default or violation of Lessee's applicable organizational documents, including, as applicable, its Certificate of Incorporation, By-Laws, articles of organization, operating agreement or partnership agreement, applicable law, court order or any agreement or other instrument to which Lessee is a party or by which it is bound; (d) Lessee is duly organized and in good standing in its state of organization, does not do business under a trade or assumed name, is duly qualified to do business in each jurisdiction where the Equipment is located and where such qualification is required; (e) Lessee's exact legal name is as shown above, and: (i) if Lessee is an individual, such legal name is exactly as stated on Lessee's valid and unexpired state driver's license, or alternative state identification, issued by Lessee's primary state of residence ("Lessee State ID"); or (ii) if Lessee is a legal entity, such legal name is as stated on Lessee's applicable organizational documents; and Lessee will not change its legal name, will not change its chief executive office or state of organization (if a legal entity) or its principal residence (if an individual), and will not permit its Lessee State ID to expire, become invalid, or fail to be properly renewed, (if an individual) without, in each case, giving Lessor at least 30 days' prior written notice of any such event, and, at any time during this Lease, Lessee will, upon request of Lessor, provide copies of its Lessee State ID (if an individual) or applicable organizational documents (if a legal entity); (f) Lessee, if an individual, is a citizen or lawful permanent resident of the United States; (g) No approval, consent or authorization is required from any governmental authority with respect to the execution, delivery or performance of this lease, or if any such approval, consent or authorization is required, it has been obtained; (h) Each item of Equipment is leased and will be used solely for business purposes, and the Equipment will not be used for personal, family or household purposes; and (i) Lessee shall not allow any Blocked Person(s) to have an ownership interest in or control of Lessee. "Blocked Person" means any person or entity (A) that is now or at any time on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list; (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government, or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Lessor, to be a person with whom Lessor is not permitted to extend credit to or with regard to whom, a debtor-creditor relationship may result in penalties against Lessor or limitations on Lessor's ability to enforce a transaction.

22. **MISCELLANEOUS.** This lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof, including any commitments and representations made by Lessor, and there is no understanding or agreement, oral or written, which is not set forth herein. To the extent that Lessor previously made any commitment or representation, oral or written, all such commitments and representations are superseded and replaced by the terms of this lease. Except as expressly set forth herein, this lease may not be amended or modified except by a writing manually signed by Lessor and Lessee. This lease shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted hereof by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages. In the event there is more than one Lessee named herein or in any Schedule, the obligations of each shall be joint and several. This Master Lease, each Schedule and any related documents may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of the Master Lease and each Schedule and it shall bear the original signature of Lessor and be marked "Original." To the extent that any Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of the Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. Without limiting Lessor's right to make legally permitted disclosures, Lessee agrees that Lessor may disclose to equipment dealers, suppliers, and manufacturers, applicable franchisors, and prospective assignees of Lessor, financial, credit, account and other information about Lessee. Lessee hereby authorizes any person to release to Lessor credit, financial and account information relating to Lessee. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this lease; on written request, Lessor will identify any reporting agency used for such reports. This lease shall not become effective or binding until executed by Lessor.

Our institution complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

Lessor: TCF Equipment Finance, a division of TCF
National Bank

By: _____

Title: _____

Lessee: Park City Municipal Corporation

By:  _____

Title:  _____



Equipment Schedule (Purchase Option)

The "Lease": Equipment Schedule Number 003-0735145-100 Dated December 6, 2017 to Master Lease Number Dated
"Lessee"
Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, UT 84060
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease identified above (except as expressly modified by this Schedule) between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). Upon the execution and delivery by Lessor and Lessee of this Schedule, Lessee's execution and delivery to Lessor of a Delivery and Acceptance Certificate for the Equipment described below, and satisfaction of all Lessor's requirements on or before the date that Lessor's credit approval shall expire with respect to this Lease, and so long as there has been no material adverse change in Lessee's condition or business from that considered by Lessor in connection with the credit approval for this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment upon the terms and conditions of this Lease. All capitalized terms not otherwise defined in this Schedule shall have the meanings assigned in the Master Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Rent Payment Period Periodic	Number of Payments	Each Rent Payment See Lease Provision plus applicable taxes except financed sales tax included in Total Cost	Interim Rent Daily Factor 0.0299%	Advance Rent Payment \$31,253.88 for Installment(s): First	Security Deposit N/A	Total Cost \$109,000.00
		4					

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE:

Description (including features)	Location
(1) 2017 FORD TRANSIT 350 HR VAN VIN#:1FTBW3XM6HKA02739 (1) 2017 FORD E350 WORLD TRANS SHUTTLE BUS VIN#:1FDEE3FS2HDC75810 together with all attachments and accessories thereto	1053 Iron Horse Drive, Park City, UT 84060

Rent Payments shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period.

Initial Term; Rent Payment. Notwithstanding the provisions set forth in Sections 2 and 3 of the Master Lease and elsewhere in this Schedule, (a) the term of this Lease with respect to each Item described in this Schedule shall be the Initial Term, unless earlier terminated or extended as provided in this Lease; (b) the "Initial Term" with respect to an Item means the period beginning on the date Lessee accepts such Item and ending on the last scheduled due date of the number of Payments set forth above as the Initial Term; (c) Lessee will pay Lessor as rent the number of Payments set forth above as the Initial Term, with the first such Rent Payment in the amount of \$31,253.88 (plus applicable taxes except financed sales tax included in Total Cost) payable on the date Lessee signs this Schedule, followed by One (1) Rent Payment in the amount of \$26,798.04 (plus applicable taxes except financed sales tax included in Total Cost) payable in July 2018, followed by One (1) Rent Payment in the amount of \$26,798.04 (plus applicable taxes except financed sales tax included in Total Cost) payable in December 2018 followed by One (1) Rent Payment in the amount of \$22,324.00 (plus applicable taxes except financed sales tax included in Total Cost) payable in July 2019 on the same day of the month as the Commencement Date.

The following additional provisions are applicable to the Equipment covered by this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), upon notice to Lessor given at least 90 days but no more than 120 days before Lease End, Lessee may purchase all, but not less than all, of the Equipment for a purchase price equal to \$10,900.00 ("Purchase Option Price"), plus all sales and use taxes arising on the sale of the Equipment. Lessee's option to purchase the Equipment will lapse if Lessee fails to give the notice when and as required. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such return notice, or gives such notice but fails to return the Equipment in accordance with Section 13 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If the purchase price stated in Section 1 above is either a \$1.00 or an amount which indicates a mandatory lease purchase by which Lessor is financing Lessee's purchase of the Equipment, notwithstanding anything contained in this Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that Lessee owns and holds legal title to the Equipment and, pursuant to Section 17 of the Master Lease, grants to Lessor a security interest in the Equipment. Lessee represents, warrants and agrees with and to Lessor that Lessee will at all times own and hold good legal title to the Equipment, and Lessor will at all times hold a valid, perfected and enforceable first priority security interest in the Equipment and proceeds thereof, subject to no other security interest, mortgage, lien or encumbrance. Lessee shall be liable for all costs of maintaining Lessor's perfected security interest in the Equipment, keeping the Equipment free of all encumbrances and security interests prohibited hereby and removing same if they should arise. Additionally, the Master Lease, as it relates to this Schedule and the Equipment only, is hereby amended to delete Section 18 in its entirety.
- If Lessee gives notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions and either (i) cancel or terminate Lessee's interest in this Lease and the Equipment, whereupon Lessee shall return the Equipment in accordance with Section 13 of the Master Lease, or (ii) renew the Lease in accordance with the final sentence of paragraph 1 above.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the Purchase Option Price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- Lessor makes no representation with respect to the income tax consequences of the transaction evidenced by this Lease.
- For purposes of Sections 11 and 15 of the Master Lease, Lessor's "Anticipated Residual Value" of the Equipment subject to this Lease (or any item of such Equipment) at the Commencement Date shall be deemed to equal the Purchase Option Price.

Lessor: TCF Equipment Finance, a division of TCF National Bank By: _____
Lessee: Park City Municipal Corporation By:

Title: _____
Title:



Delivery and Acceptance Certificate

The "Lease": Equipment Schedule Number 003-0735145-100 Dated December 6, 2017 to Master Lease Number Dated
"Lessee"
Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, UT 84060
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date:  _____

Lessee: Park City Municipal Corporation

By:  _____

Title:  _____



Lessee Business Use Certification

The "Lease": Equipment Schedule Number 003-0735145-100 Dated December 6, 2017 to Master Lease Number Dated
"Lessee"
Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, UT 84060
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

In accordance with Section 7701(h) of the Internal Revenue Code of 1986, as amended, under penalty of perjury:

1. Lessee hereby certifies that it intends that more than 50% of the use of the Equipment leased pursuant to the above-referenced Lease is to be in a trade or business of Lessee.
2. Lessee acknowledges that it has been advised that it will not be treated as the owner of the Equipment for federal income tax purposes.

Dated as of December 6, 2017

Lessee: Park City Municipal Corporation

By:  _____

Title:  _____



Additional Information Regarding Your Account and the Equipment

The "Contract": Lease Number 003-0735145-100 dated December 6, 2017
"Lessee"
Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, UT 84060
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

Equipment Description and Location:

Description (including features)	Location
(1) 2017 FORD TRANSIT 350 HR VAN VIN#:1FTBW3XM6HKA02739	1053 Iron Horse Drive, Park City, UT 84060
(1) 2017 FORD E350 WORLD TRANS SHUTTLE BUS VIN#:1FDEE3FS2HDC75810 together with all attachments and accessories thereto	



***PLEASE COMPLETE ALL SECTIONS BELOW ***

Billing Address: 1053 Iron Horse Drive, Park City, UT, 84060

☐ The billing address stated above is correct.

☐ Change the billing address to the following address: _____

Lessee Fax #: _____

Lessee E-mail: _____

Equipment Location and Vehicle Titling Location:

☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.

☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

☐ Subject to Sales and Use Tax. (Tax will be based on the state where the vehicle is titled and where other Equipment is located).

☐ Exempt from sales and use tax, for the following reason: _____

☐ Exemption Certificate Attached

☐ Valid Exemption Certificate already on file with Lessor.

If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. **Heavy Vehicle Use Tax:** Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee: Park City Municipal Corporation

By:

Title:



Insurance

Customer Name: Park City Municipal Corporation 1053 Iron Horse Drive Park City, UT 84060

Contract Number: 003-0735145-100

X TO HELP US EXPEDITE YOUR FINANCING, PLEASE PROVIDE US WITH A CERTIFICATE OF INSURANCE THAT INCLUDES THE FOLLOWING:

Equipment: Please state the following equipment description OR add the contract number 003-0735145-100. If equipment is a titled vehicle, please include at least the last 6 digits of the vehicle's VIN number.

- (1) 2017 FORD TRANSIT 350 HR VAN VIN#:1FTBW3XM6HKA02739
(1) 2017 FORD E350 WORLD TRANS SHUTTLE BUS VIN#:1FDEE3FS2HDC75810
together with all attachments and accessories thereto

Evidence of Property Insurance and Commercial Liability Coverage:

Minimum liability coverage of \$1,000,000.00 per occurrence or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements.

Minimum property damage coverage of \$109,000.00.

Deductible must be stated on the certificate and shall not exceed \$10,000 or 10% of the total cost of the equipment.

TCF National Bank, its successors and assigns must be named as Loss Payee and Additional Insured.

PLEASE SEND THE CERTIFICATE OF INSURANCE TO:

Heather Peacock at HPeacock@tcfef.com or fax to (800) 844-3577

If all other funding requirements are satisfied and we have not received a certificate of insurance or the information requested above is deficient or incomplete, or you would like us to obtain the certificate of insurance for you, please complete the remainder of the form which provides us with the necessary information and authorizes TCF Equipment Finance, a division of TCF National Bank or its assigns to contact your agent directly to request the required certificate of insurance.

X PLEASE COMPLETE THE FOLLOWING IF UNABLE TO PROVIDE COMPLETED CERTIFICATE

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

Acknowledged and Agreed

Lessee: Park City Municipal Corporation

By: **X** _____

Title: **X** _____

Thank you for your immediate attention.

**TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305**



GOVERNMENT ENTITY ADDENDUM

The "Lease": Equipment Schedule Number 003-0735145-100 Dated December 6, 2017 to Master Lease Number Dated
"Lessee"
Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, UT 84060
"Lessor"
TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor.

4. If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Dated as of: December 6, 2017

Lessee: Park City Municipal Corporation

By: 

Title: 



CERTIFICATE OF INCUMBENCY
LEASE NO. 003-0735145-100
DATED AS OF December 6, 2017

 I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Park City Municipal Corporation (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Utah, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
 _____	 _____	 _____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

 Signed: _____

 Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

RESOLUTION
LEASE NO. 003-0735145-100
DATED AS OF DECEMBER 6, 2017

A resolution authorizing the negotiation, execution, and delivery of Lease No. 003-0735145-100 dated December 6, 2017 (the "Lease"), in principal amount not to exceed \$109,000.00, between Park City Municipal Corporation, 1053 Iron Horse Drive, Park City, UT 84060 and TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305; and prescribing other details in connection therewith.

WHEREAS, Park City Municipal Corporation, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Utah; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Park City Municipal Corporation:

 Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Utah.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

 **CERTIFIED AS TRUE AND CORRECT** this ____ day of _____, 20__.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: December 6, 2017

Lessee: Park City Municipal Corporation
1053 Iron Horse Drive
Park City, UT 84060

Lessor: TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801
Minnetonka, MN 55305

Re: Lease Agreement No. 003-0735145-100, dated as of December 6, 2017, by and between Park City Municipal Corporation and TCF Equipment Finance, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Utah (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is Park City Municipal Corporation.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3 of the Government Entity Addendum executed in connection with the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers;

the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF Equipment Finance, a division of TCF National Bank and its successors and assigns.

Very truly yours,



Invoice

Date of Invoice: 12/06/2017
Application Number: 343857
Contract Number: 003-0735145-100

To: Park City Municipal Corporation
1053 Iron Horse Drive
Park City, UT 84060

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
Beginning Payments in Advance	\$31,253.88	\$0.00		\$31,253.88
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$31,253.88

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$300.00
Other Fees/Charges Sub Total	\$300.00

Invoice Total Due

Invoice Total Due	\$31,553.88
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Remit To: TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

During Council's work session (Nov 30) Council gave direction to make Social Equity a Top Priority, while simultaneously combining it with the Top Priorities, Diverse Community Participation and Affordability. While staff has already been doing work in the area of social equity for many years, staff strives to create innovative programs and plans to support Council's long-term goals and objectives. The creation of Social Equity as a Top Priority allows staff to refocus their efforts in this area and more fully realize Council's vision. Social Equity value statement: *Recognize our diverse populations within our complete community and strive for equitable public administration of services, justice and social well-being for all. Value and appreciate our differences and embrace our common humanity and contributions as the source of our town's strength.*

Council also deliberated on whether or not to turn Social Equity into a Critical Priority. Council gave direction to wait to discuss Social Equity as a Critical Priority until the Council Retreat. As such Council is seeking public input on this topic and will be on the agenda Dec. 14 and 21.

Respectfully:

Jed Briggs, Budget Operations Manager



City Council Staff Report

Subject: Public Input on Social Equity
Authors: Jed Briggs, Budget Operations & Strategic Planning Manager
Departments: Budget, Debt, and Grants
Date: Dec 14, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends that Council gather public input on the topic of Social Equity as they consider elevating it to a Critical Priority.

Executive Summary

During Council's work session (Nov 30) Council gave direction to make Social Equity a Top Priority, while simultaneously combining it with the Top Priorities, Diverse Community Participation and Affordability. While staff has already been doing work in the area of social equity for many years, staff strives to create innovative programs and plans to support Council's long-term goals and objectives. The creation of Social Equity as a Top Priority allows staff to refocus their efforts in this area and more fully realize the community's vision that City Council has reflected by naming this as a Top Priority. Social Equity value statement: *Recognize our diverse populations within our complete community and strive for equitable public administration of services, justice and social well-being for all. Value and appreciate our differences and embrace our common humanity and contributions as the source of our town's strength.*

Council also deliberated on whether or not to move Social Equity from a Top Priority to a Critical Priority. On November 30 Council gave direction to wait to discuss Social Equity as a Critical Priority until the Council Retreat; until Council decides otherwise, this will be a Top Priority.

As such City Council is seeking public input on this topic and whether it should be elevated to a Critical Priority during the City Council Retreat in February 2018. This item will be noticed on the City Council agenda for public input on December 14 and 21.

Acronyms

PCMC Park City Municipal Corporation
PAAB Public Art Advisory Board
PCCC Park City Community Church

The Opportunity

Social Equity is ingrained in our culture and values. The City's [Long-term Strategic Plan](#) speaks to this with declarations of diversity, respect, and inclusivity. Turning Social Equity into a Critical Priority would demonstrate these efforts more visibly to the community as a whole. It would more clearly provide a guidepost for City employees

and leadership to follow a path forward with defined goals to achieve. It would also provide for the City a new filter or lens through which projects, plans, and staff reports can pass through by institutionalizing the principles of social equity into the DNA of our City and how we operate.

Background

The organizing principle behind identifying and defining Priorities is to create a critical path forward where everyone understands what it takes to achieve substantive progress in these areas—to bring high focus to issues the City needs to “get right” by highlighting and continually discussing them. Council reviewed and updated the priorities in their 2017 Council Retreat which act as the “marching orders” for the year, where Council would like to see a more detailed or specific plan of action. This action plan may include a new direction, plan, or resources in order to achieve Council’s goals. Importantly, there are many other areas where staff spends significant time and energy, for example on community policing, that are not considered Critical or Top Priorities – yet are of great importance to the City Council and the Park City community.

The priorities also act as a filtering mechanism for City projects and initiatives to pass through before final decisions are made. Having projects or initiatives go through the process of demonstrating how they impact the priorities pushes these projects or initiatives in a new direction that helps Council to more fully realize their vision.

Critical Priorities are defined as ones where if we don’t change the current trajectory of the item, the results could have significant negative impact on the community. While these are the definitions we have used since first establishing Critical Priorities and Top Priorities in a Study Session on December 2014, City Council may change these definitions. On Nov 30, Council indicated that they may want to more fully define the Critical Priorities as well as determine when and how they are added and removed from the list.

Questions that Council may want to consider during the Retreat with regards to the Priorities:

1. **When should Critical/Top Priorities be added to the list?**
 - a. As needed anytime during the year
 - b. Usually during the Retreat, but there’s exceptions
 - c. Only during the Retreat
2. **Should all Critical Priorities act as a filtering mechanism (lens) for citywide projects, plans, and staff reports to pass through?**
 - a. All projects/staff reports should be filtered through the critical priorities
 - b. Only applicable projects/staff reports should be filtered through the critical priorities
 - c. There should be two groups: critical priorities and filters
3. **When should Critical Priorities change?**
 - a. Should be dynamic/flexible from year-to-year, once we have the plan/resources in place let’s move on

- b. Should be in place for several years and only change once we're comfortable with the plan *and* progress
- c. Should only change the priorities once the goals are accomplished

The three Critical Priorities of [Transportation](#), [Housing](#), and [Energy](#) did not change during the last Retreat, however, it was determined that the Top Priorities needed to be revised somewhat. Council added a few new Top Priorities as well and changed the name of several. In later work sessions Council has indicated which Top Priorities they wanted staff to bring back for further discussion during the year:

- [Community Engagement](#) – 4.13.17
- [Diverse Community Participation](#) – 4.13.17
- [Historic Preservation](#) - 7.13.17
- [Environmental Health](#) – 8.31.17
- [Conservation of Natural Resources](#) – 8.31.17
- [Citizen Wellbeing](#) – 9.14.17
- [Arts & Culture](#) – 11.30.17
- [Social Equity](#) – 11.30.17

Top Priorities

- Top Priorities are defined as topic areas in which “City Council would like to see significant progress”--areas where Council would like to see additional focus and/or resources.
- These are “marching orders” for which Council would like to have a detailed and specific action plan where significant progress can be achieved. This could be considered either adding additional focus and energy to work already taking place or a course correction from a previous plan, thus staff is looking for “new” direction.
- For every Top Priority, staff will schedule the Top Priority item into a City Council work session or study session for discussion and to review a detailed and specific action plan.
- Council’s Long-term Strategic Plan identifies Priorities and Desired Outcomes. Desired Outcomes are areas that are considered to be important to the City, but do not necessarily need a new plan of action.
- Priorities, that are identified by the Community and recognized by City Council, may include areas that are not under the operational control of the City or do not have dedicated staff working on them. Council may still identify these areas so that the City/staff may be able to provide support to another entity that does provide that service.
- Community Priorities, as recognized by City Council, should be reviewed annually to ensure laser focus of meeting Council’s objectives. Of course, staff wants to be able to respond to all of Council’s identified issues, but this list

should be kept relatively short for the areas where Council has the upmost concern.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Staff recommends Council give direction on status of Social Equity as a Critical Priority.
- 2. Recommended Alternative:** Staff recommends Council give direction on whether staff should explore adding resources to Social Equity.

Social Equity

Park City is an inclusive, diverse, and equitable community. We define diversity broadly, including but not limited to all races, ages, sexual orientations, gender identification, socio-economic backgrounds, and cultural beliefs. We strive to be a fair and balanced society where everyone can participate and has the opportunity to fulfill their potential because they have access to healthy, affordable food, transportation, quality education, and living wage jobs. We create unique ways to connect through community gatherings and a variety of communication channels. We strive to understand the needs of those who are underserved or the most vulnerable of our community. We recognize that it is our diversity that is the source of our strength and community foundation as we try to reflect that in all that we do.

Below you'll find staff and community partners' efforts at formulating the City's goals and objectives with regards to this priority. Some of these goals and objectives were taken from the other two Top Priorities: Diverse Community Participation and Affordability.

Community Non-Profit Partners in Latino Outreach (consulted during fact-finding for Social Equity discussion):

- Moe Hickey – Park City Institute
- Rebeca Gonzalez – Bright Futures
- Katie Wright – Park City Community Foundation
- Diego Zegarra – Park City Community Foundation
- Maria Farrington – Holy Cross Ministries
- Carol Loomis – PC TOTS
- Beth Armstrong – People's Health Clinic
- Rob Harter -- Christian Center of Park City
- Max Ventura – Christian Center of Park City
- Kendra Wyckoff – Peace House
- Eric Esquivel – Park City School district
- Hayley Holland – United Way – Promise Advocates

Also, in the table below you will see the current staff members who helped craft the Social Equity goals, accomplishments, and next steps:

Name	Title	Department	Time: hours/week
Franco Libertini	Police Officer	Police	40
Collaborative partnerships with community members, school district, community partners, religious organizations and non-profits; Organize, promote and support community outreach events; Establish communication channels to achieve goals of diverse communication; Develop a version of the Citizen Academy for Spanish speaker; Community outreach to Diverse communities; Social media for Spanish speaking residents; See something/say something program; Neighborhood/Business Watch Programs, WATCH D.O.G.S. Program; Informational and safety video series; Leadership involvement initiatives; Community meeting series; Media outreach (television, radio, newspaper) and connecting resources to inform, educate, and boost participation in activities, events, and public processes throughout our community.			
TBD	Spanish Services Librarian	Library	20
Katrina Kmak	Youth & Spanish Librarian	Library	16
Purchasing materials for our Spanish speaking community. Providing programming for our Spanish speaking community. Providing programming for the Youth of our community. Purchasing materials for our Children's, Youth and Teen collection. Working a service point- and making sure that everyone, no matter their gender, gender identity, sexuality, sexual orientation, age, socio economic background, nationality, etc, has the same quality of experience and receives the same level of service when they come into the library. I feel that social equity and libraries go hand in hand, and we don't judge people when they enter the building, and we do the best we can to provide them with the services they need/desire.			
Lynn Ware Peek	Community Engagement Liaison	Community Engagement	13
• Meet with other Latino outreach leaders in Park City to coordinate efforts and information that flows to the Latino community • Promote City events in Spanish to encourage participation • Develop programs that create communication and bridge between the Latino Community and the City • Liaise between City staff and the Latino community to inform on City projects • Work with Cada Domingo show to book guests from City and to promote events • Coordinate translation of materials into Spanish • Present information in Spanish from the City (ie the parking management program) • Communicate with the Senior Center on a regular basis to inform them of upcoming meetings			
Michelle Stucker	Recreation Supervisor	Recreation	10
Oversee/tracking of fee reduction program. Ensure translation on all youth flyers. Send flyers to weekly group for distribution. Attend PC Promise subcommittee. Attend Park City Community Foundation meetings in regards to youth outreach programs. Transportation efforts for youth programs, developing routes for pick up/drop off.			
Phil Kirk	Captain	Police	10
Lynn Ware Peek/Rhoda Stauffer	Community Engagement	Housing	3
1. Community engagement between seniors and various City departments: Community Development, Sustainability, Building, Transportation Planning and City Council to bring services to the Seniors. Recent services include: • Passing out carbon monoxide detectors • Coffee with Council • Open Houses at Senior Center to explain and share plans for Community Center, the Affordable Housing project (Phase 1 Woodside Park), Lowell Avenue project, and other projects that have potential impact on this group • Transportation Planning (current and future projects) • Parking management Program 2. Regular interaction between Community Engagement Liaison and Summit County Senior Services director 3. Meet on as-needed basis with Heber City/Wasatch County Senior Center director. 4. Meetings with other City Departments which have interaction with senior population: recreation, ice, 5. Monthly visits to Senior Center by Community Engagement liaison to get feedback and updates on City projects. 6. Housing and Community Development staff/ Community engagement / Executive staff meet with group of Seniors and assisted living developers to hear ideas and explore whether the City could have a role in this effort.			
Amanda Angevine	General Manager	Ice	1
• Participate in social equity discussion • Educate staff and patrons on Fee Reduction program • Attend outreach events			
Matt Genther	Program Coordinator	Ice	1
• Coordinate translation of program information and flyers • Send program information to non-profits who distribute newsletters to the Latino community • Review and approve Fee Reduction applications • Attend outreach events • Apply for Solomon Fund grant • Create accounts and register patrons for programs through Fee Reduction* • Follow up with Fee Reduction families to collect payment* *not specific to students in fee reduction			
Jose Malendez	Transit Shift Supervisor	Transit	1
Assist with bus Time table guides, Time points and the Map, translating some of the most important information into Spanish. When service level changes I translate the PSA's into Spanish. Answer calls from Spanish speakers patrons when calling requesting bus schedules information or wanting to complain about something. Assist the management team when issues (accidents/incidents) arises with Latinos passengers and translation is needed. Participate in Ski Resorts Open Houses nights and Job fairs in case translation is necessary when people prefer to communicate in Spanish. Also translating brochures for services such as Dial-A-Ride, or any new service.			
Ken Fisher	Recreation Manager	Recreation	0.5
Department offers scholarships; no direct oversight; subcommittee with PCCC & Library discussing roles and development of city community center; working on City Park Community Center design (house senior center)			

Social Equity Goals and Strategic Objectives:

Value statement: Recognize our diverse populations within our complete community and strive for equitable public administration of services, justice and social well-being for all. Value and appreciate our differences and embrace our common humanity and contributions as the source of our town's strength.

- 1. Affordability – Identify areas where the City can positively impact the cost of living**
 - a. Facilitate a range of affordable, quality housing opportunities that meet the life-cycle needs of persons at all economic levels
 - b. Support efforts for affordable, quality, and adequate childcare for all who need it
 - c. Endorse a living wage
 - d. Strive for accessibility to quality healthcare (vision, mental, dental)
 - e. Continually assess fees and taxes for all socio-economic classes
- 2. Connection – Engage and empower diverse experiences to foster an inclusive, multi-cultural and -generational community**
 - a. Create diverse opportunities
 - b. Provide gathering spaces that connect the services of the community
- 3. Enhance Communication – Determine the best channels of communication and use them to engage our community members.**
 - a. Reach audience where they are at, whether it be through digital and/or interpersonal communication
 - b. Use diverse platforms and methods to deliver and receive messaging
 - c. Enhance communication between service providers
- 4. Issue Awareness - Identify and address the multi-cultural and generational groups' concerns and interests**
 - a. Partner with a full range of community groups and stakeholders
 - b. Identify underserved and/or most vulnerable populations
 - c. Educate the entire community on issues that matter to underserved populations
- 5. Reflect Community Diversity - Encourage participation and remove barriers in process of local government and community groups**
 - a. Serve all demographics
 - b. Invite all to contribute their voice in the process
 - c. Focus on integration with varying populations

[For recent Social Equity accomplishments and ongoing programs please view Nov 30 staff report.](#)

Recommended Next Steps for City Council to Consider:

Where the City already provides many services to diverse populations, from seniors and youth to Spanish-speakers, staff recommends the creation of a Social Equity Draft Action Plan that will:

- a. Establish comprehensive goals and performance measures that span all of the departments that provide services to our diverse populations;

- b. Identify current programs and services;
- c. Gap Analysis: Identify desired programs and services
- d. Alternatives analysis: Identify options and recommendations how the gaps can be filled and the most appropriate role for the City in filling those gaps.

Staff can return to Council with a Social Equity Draft Action Plan for feedback and direction.

Some items for possible inclusion in that Draft Action Plan that have been identified by a cross-departmental team that also included City Council liaison Nann Worel:

1. Affordability

- a. Develop affordable housing for all socio-economic classes.
- b. Further promote/expand recreation fee reduction program to qualifying families.
- c. Expand fee reduction to Public Skate for families with a child qualifying for fee reduction.
- d. Promote businesses to be more inclusive.
- e. Living/fair wage
 - i. Promote a living wage and fair wage practices
 - ii. Educate what a living wage is in Park City
 - iii. Resolution for fair wage practices

2. Connection

- a. Create hub where vulnerable populations can gather for information with regards to activities, events, issues that impact them, etc.
- b. Hire additional Spanish speakers as Tech Specialists who can provide assistance with fingerprint services, crime prevention, etc. for Spanish-speaking population (Police).
- c. Future transportation for youth soccer and drop off/pick up at different apartment areas in Park City (Recreation).

3. Enhance Communication

- a. Establish preferred communication methods. Help City departments and non-City organizations establish such communications.
- b. Community Outreach Officer will focus on the City's social media messaging to reach a broader population.
- c. Produce outreach materials in Spanish and English for special events and other impacts.
- d. Have non-profits develop shared database of Latino families to be able to communicate effectively with regard to current issues, activities, and critical information.
- e. Improve the number of channels of communication. Sharing messaging with other databases and text platforms, (i.e., School District, PC Unidos, People's Health Clinic, Peace House, PC TOTS, Community Foundation, Holy Cross Ministries, Christian Center, etc.).
- f. Regular outreach at Senior Center to inform and include in construction projects and other impacts going on around them.

4. Issue Awareness

- a. Community Outreach Officer will work with diverse populations to spread awareness regarding issues related to Police.
- b. Work with Executive team to hone our understanding of community issues and work to further involve the City as a source of information and community partner with other organizations that provide services to our diverse community populations.

5. Reflect Community Diversity

- a. Program information in PC Community Foundation's newsletter; will start submitting information to Promise Newsletter.

Department Review

The following departments have reviewed this staff report: Community Engagement, Legal and Executive.

Attachments

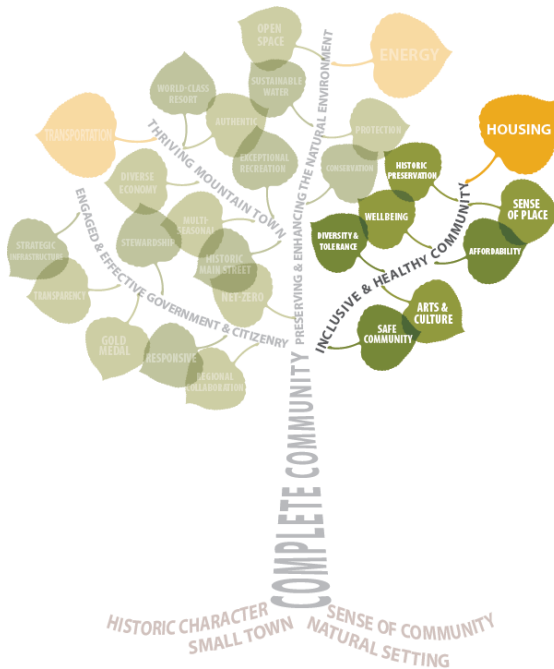
Social Equity Top Priority

Progress Report: Q1.FY18

Our Value Statement:

Recognize our diverse populations within our complete community and strive for equitable public administration of services, justice and social well-being for all. Value and appreciate our differences and embrace our common humanity and contributions as the source of our town's strength.

LONG-TERM STRATEGIC PLAN



PARK CITY

1884

Goals:

- Identify areas where the City can positively impact the cost of living
- Engage and empower diverse experiences to foster an inclusive, multi-cultural and -generational community
- Determine the best channels of communication and use them to engage our community members
- Identify and address the multi-cultural and generational groups' concerns and interests
- Encourage participation and remove barriers in process of local government and community groups

Next Steps:

- Community Outreach Officer will focus on the City's social media messaging to reach a broader population
- Deliver parking presentation in Spanish to restaurant workers
- Regular outreach at Senior center to inform and include in construction projects and other impacts going on around them

Accomplishments:

- Recreation fee reduction program/tracking of all participants
- Received 10K from Solomon Fund for transportation and revenue offset for fee reduction
- Provide translated City Council summaries in Spanish to Cada Domingo show on KPCW
- Charlas con Council (chats with council) at Aspen Villas
- Library updated their informational sheet into Spanish, as well as program information
- Victim Advocacy resources translated into Spanish
- Language Line for translation services when no Spanish-speaking officer or volunteer is available.
- Recently hired a Community Outreach Officer to focus on communication with diverse populations within our community.
- Community engagement partnered with PC Unidos to organize a forum for candidates.
- Community engagement partners with Project for Deeper Understanding to hold DACA / Immigration talk about November 16

Key Performance Indicator
(NCS Survey)

	Percent rating positively			Comparison to other priorities	Comparison to other priorities 2017
	2013	2015	2017		
City's Performance of Diverse Community Participation	n/a	n/a	51%	Lower	n/a
City's Performance of Affordability	n/a	n/a	16%	Much Lower	Higher



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

It has long been recognized that mental health is critical to population health, however, the public conversation around mental health and substance abuse has elevated in recent years. As the discussion increased many in the community began to ask for possible changes related to the mental health and substance abuse treatment system and programs in Summit County. In response, Park City Council identified Citizen Wellbeing as a Top Priority during their 2017 Council Retreat in February. Summit County Council created a new contract Mental Health Coordinator position, which lacked benefits and a guarantee that it would continue past 2017. During the budget process (June 2017) Park City Council budgeted \$60k with the desire to contribute financially to this important cause. The MOU between Park City and Summit County details this financial contribution in order to ensure that the Mental Health Coordinator position remains at the County as a full-time, benefitted position.

Respectfully:

Jed Briggs, Budget Operations Manager



City Council Staff Report

Subject: PCMC Contribution for a Mental Health Coordinator
Author: Jed Briggs, Budget Operations and Strategic Planning Manager
Department: Budget Department
Date: December 7, 2017
Type of Item: Administrative

Summary Recommendation

Staff is recommending that Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) in the amount of \$60,000 in a form approved by the City Attorney's Office. The MOU will enable Park City to financially contribute to the establishment of a full-time Mental Health Coordinator position at the Summit County Health Department.

Executive Summary

It has long been recognized that mental health is critical to population health, however, the public conversation around mental health and substance abuse has elevated in recent years. As the discussion increased many in the community began to ask for possible changes related to the mental health and substance abuse treatment system and programs in Summit County. In response and reflecting the wishes of the community, Park City Council identified Citizen Wellbeing as a Top Priority during their 2017 Council Retreat in February.

Summit County Council has created a new contract Mental Health Coordinator position, which lacked benefits and a guarantee that it would continue past 2017. During the budget process (June 2017) Park City Council budgeted \$60k with the desire to contribute financially to this important cause. The MOU between Park City and Summit County details this financial contribution in order to ensure that the Mental Health Coordinator position remains at the County as a full-time, benefitted position.

Acronyms & Definitions

- **MOU** – Memorandum of Understanding

Problem Areas or Opportunity

In [November of 2016](#) Park City Council reviewed the results of the recently completed Summit County Mental Health Services and Needs Assessment. To reach the results of the assessment, a citizen survey was distributed. From the responses, it was learned there was a shortage of mental health providers and services in Summit County.

Strategic directives resulting from the assessment are intended to educate and cultivate awareness of mental illness within the community, increase capacity and access to timely treatment, improve coordination of treatment between providers, focus on

building community partnerships and address funding gaps. Summit County funded a contracted Mental Health Coordinator position in order to address these issues. At the time, it wasn't clear whether or not the position would be a full-time, benefited position and last past 2017. This MOU represents Council's desire to support Summit County in the continuation of the Mental Health Coordinator staff position.

Background

Before launching a plan to create, improve, and/or increase services, it was important to assess resident experiences and potential gaps in what services were needed and provided with regards to mental health. Council reviewed the process for gathering the information in the "Summit County Mental Health Assessment," and supported the next steps of developing a strategic plan to implement programs that could help members of the community. The Summit County Mental Wellness Strategic Plan was then created as a community-based effort led by a new contracted Mental Health Coordinator.

The Summit County Mental Wellness Strategic Plan serves, not only as a document to guide the community in a shared direction, but to serve as a point of resilience in moving past the tragedies of this past year. With the passing of two Treasure Mountain Junior High School students, brought about by the synthetic opioid Pink (U-47700), three community initiatives arose as a direct result of these incidents. Brought together by the Park City Community Foundation, the Park City School District, CONNECT Summit County, and the Summit County Health Department collaborated on a unified response to mental health and substance abuse within Summit County. Expanding to include additional stakeholders such as law enforcement, mental health practitioners, non-profits, religious leaders, local governments, students, parents, concerned citizens, school board members and superintendents representing all three districts, the Summit County Mental Health Alliance was established.

Building off of the Summit County Health Department's 2016 "Summit County Mental Health Assessment," the Alliance crafted five Strategic Directives and established five workgroups to address community needs as identified in the assessment. It was recognized that responsibility for improving mental health and substance abuse programs and services must be shared by public and private interests through the County. No single entity has all of the solutions and progress will require participation by the citizenry.

Central to the five Strategic Directives was the need for a plan focused on improving the overall state of mental health and substance abuse within the County. In order to truly be effective, a detailed implementation plan with clear timelines and specific steps needed to be developed in alignment with these Goals. It is vital that all stakeholders play a role in the implementation and are involved in the process of creating these timelines and specific steps. The test of the plan's usefulness will be defined by how effective it is in guiding decisions and creating the future to which citizens aspire. Recognized as a priority, the Summit County Council approved the funding to oversee the development and implementation of a strategic plan for all Summit County in their 2017 budget. Supporting this effort, the Park City Council provided additional financial

assistance for programs and initiatives related to the Strategic Plan during the FY17 and FY18 Budgets. This MOU details Council's desire to support the funding of the Mental Health Coordinator.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends that Council authorize the City Manager to enter into a MOU in the amount of \$60,000 enabling Park City to financially contribute to the establishment of a full-time, benefited Mental Health Coordinator position at the Summit County Health Department.

- a. Pros

- i. The position will educate and cultivate awareness of mental illness within the community, increase capacity and access to timely treatment, improve coordination of treatment between providers, focus on building community partnerships and address funding gaps.
 - ii. Financially contributing to the Mental Health Coordinator position ensures that the position will remain at the County as a full-time, benefitted position.
 - iii. Council has identified Citizen Welling as a Top Priority in their 2017 Council Retreat. Financially contributing to this cause furthers the goals and objectives outlined in that Top Priority.
 - iv. Council will be updated every six months on the Summit County Mental Wellness Strategic Plan.
 - v. Through the length of this MOU, the City is guaranteed a seat on the Summit County Mental Wellness Alliance Executive Committee and Steering Committee.

- b. Cons

- i. The City does not have direct control over the Mental Health Coordinator position.
 - ii. Funding could be used to further other Council Critical and Top Priorities.

Consequences of Selecting This Alternative

In order to truly be effective, a detailed implementation plan with clear timelines and specific steps needed to be developed in alignment with Mental Health Goals. The Summit County Mental Wellness Strategic Plan developed by the contract Mental Health Coordinator does just that. It's imperative that this position continue in their endeavors to ensure progress and treatment of mental health issues in the region.

2. **Null Alternative:** If Council doesn't authorize this MOU then there will be no additional financial contribution for the Mental Health Coordinator position at the County. It will not be guaranteed to continue in the goals outlined in the mental health strategic plan.

3. Other Alternatives? Council could direct staff to add an internal position within the City to help accomplish mental health initiatives. This would allow the City total control over the position, goals, and objectives.

Department Review

The Budget, Legal, and Executive Departments have reviewed this report.

Funding Source

The funding for this MOU was budgeted for during the last budget process (June 2017) and is paid out of the General Fund.

EXHIBITS

A – Memorandum of Understanding (MOU) between Summit County and Park City Municipal for Contribution for a Mental Health Coordinator

MEMORANDUM OF UNDERSTANDING
Between
SUMMIT COUNTY AND PARK CITY MUNICIPAL
For
CONTRIBUTION FOR A MENTAL HEALTH COORDINATOR

THIS MEMORANDUM OF UNDERSTANDING, (the “MOU”) made and entered into this _____ day of _____ 2017, by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as “**County,**” and **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation of the State of Utah, hereinafter referred to as “**City.**” The City and the County are hereafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the County and the City are working closely together towards funding and maintaining full-time Mental Health Coordinator to benefit residents within Summit County and Park City; and

WHEREAS, the County currently provides mental health and substance abuse resources as part of the Summit County Health Department; and

WHEREAS, the County currently staffs a contract Mental Health Coordinator position in the Summit County Health Department; and

WHEREAS, the Summit County Mental Wellness Alliance is made up of Summit County committees that include an Executive and Steering Committee and provide direction to the Mental Health Coordinator; and

WHEREAS, the Summit County Mental Wellness Alliance has created a strategic plan detailing the major goals and objectives of mental health in Summit County; and

WHEREAS, it has been agreed to the advantage of both Parties hereto to support the above said position; and

WHEREAS, the Parties desire to cooperate with each other in funding and sharing the costs of the position;

WHEREAS, the Parties desire to enter into an MOU whereby their respective responsibilities concerning the position are specifically set forth.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1) **Finance and Budget:** The City agrees to contribute Sixty Thousand Dollars (\$60,000.00) in funding toward the Mental Health Coordinator position. This funding will be distributed in two installments, one in January and one in June of 2018 after an update of the strategic plan is given to Park City Council. The County shall send the City an invoice for Thirty Thousand Dollars (\$30,000.00) which the City agrees to pay within thirty (30) days of receipt if the strategic plan update has been given for the six month period.

This financial contribution shall only be used for the salary and/or benefits of the Mental Health Coordinator position. If the County terminates or uses this position for other duties and responsibilities outside that of those outlined in the job description (Addendum 1), this MOU will be terminated.

2) **County Responsibilities:** The County shall be responsible for all matters pertaining to administering the program, the Mental Health Coordinator position, and implementing and updating the strategic plan. The County shall further be responsible for invoicing the City as set forth in Paragraph 1 above.

The County will also need to present or provide to the Park City Council an updated progress report on the strategic plan within thirty (30) days after January 1 and again within thirty (30) days after June 1 in order to receive the financial allocations, unless an alternate date is agreed upon by the City.

Through the length of this MOU, the City is guaranteed a seat on the Summit County Mental Wellness Alliance Executive Committee and Steering Committee.

The County will budget at least Sixty Thousand Dollars (\$60,000.00) in matching funds during their 2017 budget process in support of the mental health resources for the 2018 calendar year.

3) **City Responsibilities:** The City shall be responsible for providing funding as set forth in Paragraph 1 above.

4) **Term:** The term of this MOU shall commence upon the Effective Date and shall terminate December 31, 2018. This MOU may be extended by mutual written consent of the Parties.

5) This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

6) None of the provisions of this MOU are intended by the Parties, nor shall they be deemed, to confer any benefit on any person or entity not a Party to this MOU.

7) No Party may assign or transfer its rights and obligations under this MOU, unless advanced, written approval of such assignment or transfer is provided by all Parties.

8) Except as otherwise provided for herein, each Party shall pay its own costs and expenses in connection with the acts contemplated by this MOU. If any arbitration or legal action is brought by any Party to enforce any provision of this MOU, the prevailing Party shall be entitled to recover its court costs, arbitration expenses, and reasonable attorneys' fees.

9) If any provision of this MOU is adjudged to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the Parties will use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practical, implements the purposes of this MOU.

10) This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU, binding on the Parties hereto. This MOU constitutes the entire agreement between the Parties with respect to the matters contemplated by this MOU and no prior negotiation, understanding, arrangement, or course of dealing or performance will be of any effect. This MOU may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

11) The principal contacts for this instrument are:

For the County:
Tom C. Fisher
County Manager
PO Box 128
Coalville, UT 84017
tfisher@summitcounty.org

For the City:

Diane Foster
City Manager
445 Marsac Ave. PO Box 1480
Park City, UT 84060
dfoster@parkcity.org
435-615-5151

With a copy to:
Jedd Briggs
jbriggs@parkcity.org

12) The Parties are governmental entities subject to the Governmental Immunity Act of Utah, UCA §§63G-7-101 thru 904 (1953, as amended). Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including

attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors, or omissions of the indemnifying Party's officers, agents, contractors, or employees in the performance of this MOU. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act of Utah, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

SUMMIT COUNTY

a political subdivision of the State of Utah

By _____
TOM FISHER, County Manager

Date _____

ATTEST:

Approved as to form:

County Attorney

PARK CITY MUNICIPAL CORPORATION,

a municipal corporation of the State of Utah

By _____
DIANE FOSTER, City Manager

Date _____

ATTEST:

—

MICHELLE KELLOGG, City Recorder

Approved as to form:

City Attorney

ADDENDUM 1

DRAFT

**SUMMIT COUNTY
JOB DESCRIPTION**

Job Title: Mental Health and Substance Abuse Coordinator
Division: Administration
Department: Public Health

Effective Date: 6/17
Last Revised: 10/17

GENERAL PURPOSE

Work collaboratively with staff and the community in coordination of mental health and substance abuse services with Summit County partners.

SUPERVISION RECEIVED

Works under the general supervision of the Health Director along with an Executive Committee comprised of the Summit County Council, Park City Council, Health Director, and two additional community members.

SUPERVISION EXERCISED

Supervise the Communities That Care Coordinator.

ESSENTIAL FUNCTIONS

Oversee the development, coordination, and implementation of the Summit County Mental Wellness Strategic Plan.

Serve as the director of the Summit County Mental Wellness Alliance (“Alliance”) and insure continued community support of the Summit County Mental Wellness Strategic Plan from Alliance members and the community in its implementation.

Develop and implement a yearly Operational Plan, based on the strategic plan, with input from the Alliance Executive Committee and Board Directors which addresses budgeting, volunteer staffing, fundraising/development, and partnerships.

With the Health Director, ensure compliance of the County mental health provider contract.

Provide guidance to the Board of Directors to help them fulfill their responsibilities as Board members in formulating policy, financial oversight, fundraising, and assessing the performance of the agency.

Act as spokesperson to media on policy and mental health information through coordination of community outreach and public relations; participate in community activities as a representative of the Alliance and Summit County, as appropriate, coordinate and arrange trainings, and use the required data systems for reporting.

Coordinate community partnership cultivation and maintenance of current and potential supporters of the Alliance in order to ensure sustainability and implementation of the Summit County Mental Wellness Strategic Plan.

Coordinate and attend monthly committee meetings and various workgroup meetings, support workgroup chairs and the coalition chair coordinating, attending, and participating in meetings - communicate meeting times, agendas, accomplishments, and assigned tasks.

Assist the Alliance and its workgroup members to create and facilitate recruitment plans, encourage attendance, and meet with the membership periodically outside of partnership meetings, as deemed necessary, maintain a list of active members and member organizations, and ensure that each workgroup has an assigned Chair and Secretary.

Provide technical assistance to all workgroups and the partnership to work consistently with all relevant guidelines, and assist the funding workgroup in securing additional funds for proposed services and to sustain current funding.

Attend local collaborative meetings, continuum of care meetings, and other local service based meetings to increase visibility and increase interest in the coalition as necessary, inform and educate potential partners throughout the County about the partnership process and potential value of participation, and receive and disseminate information from partner organizations and outside sources.

Ensure participation in regional meetings as well as on statewide workgroups as requested.

Perform related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

A. Bachelor's Degree from an accredited college or university;

AND

B. Five (5) years' experience in managing coalitions involving public health or other community benefits;

OR

C. An equivalent combination of education and experience.

2. Required Knowledge, Skills, and Abilities:

A. **Considerable knowledge of** interpersonal communication skills, modern office practices and procedures, telephone etiquette, document management, filing procedures and methodologies, English composition, spelling, grammar, punctuation, etc., personal computer operations, and various program applications, State laws as they apply to agency financial practices, basic data base management, basic statistics, and mathematics.

B. **Working knowledge of** the principles of local government administration and personnel administration, and County personnel policies and procedures.

C. **Ability to** communicate effectively, verbally and in writing, perform basic mathematical calculations; operate standard office equipment, develop effective working relationships with supervisors, fellow employees, elected officials, partnership members, business owners, and the public, independently manage work assignments in a high interpersonal contact environment, build a coalition of community-wide partners to achieve population-level outcomes, and recruit, engage, and lead volunteers on behalf of the mission of the initiative.

3. Special Qualifications:

- A. Valid, non-restricted driver's license and reliable transportation.

4. Work Environment:

- A. Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, talking, hearing, and seeing. Rapid work speed is required to perform keyboard operations. Common eye, hand, finger, leg, and foot dexterity is required for essential functions. Mental application utilizing memory for details, verbal instructions, emotional stability, discriminating thinking, and some creative problem solving.



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

Based on Kane Consulting's qualifications, experience, professionalism, past history in providing pedestrian, traffic and event management services with the City, and willingness to adapt to the needs of Park City and coordinate with Public Safety and Transportation teams, willingness to comply with insurance requirements and budget proposal, staff recommends Kane Consulting be awarded the contract to provide pedestrian and traffic management services to Park City for three years during the 2018, 2019 and 2020 Sundance Film Festival time period.

Respectfully:

Jennifer Diersen,

City Council Staff Report



Subject: Professional Services Agreement to Provide Pedestrian and Traffic Management Services for the City during the 2018 Sundance Film Festival Time Period

Author: Jenny Diersen, Special Events & Economic Development Manager

Department: Special Events

Date: December 14, 2017

Type of Item: Administrative

Summary Recommendation

Staff recommends that the City Council authorize the City Manager to enter into a three year Professional Services Agreement between Park City Municipal Corporation and Kane Consulting Group, Inc for Pedestrian and Traffic Management services as related to the 2018, 2019, 2020 Sundance Film Festival time period in a form approved by the City Attorney that shall not exceed four hundred twenty seven thousand, one hundred and thirty eight dollars and seventy five cents (\$427,138.75).

Executive Summary

Based on Kane Consulting's qualifications, experience, professionalism, past history in providing pedestrian, traffic and event management services with the City, and willingness to adapt to the needs of Park City and coordinate with Public Safety and Transportation teams, willingness to comply with insurance requirements and budget proposal, staff recommends Kane Consulting be awarded the contract to provide pedestrian and traffic management services to Park City for three years during the 2018, 2019 and 2020 Sundance Film Festival time period.

Acronyms

CSC	Contemporary Services Corporation
PCMC	Park City Municipal Corporation
RFP	Request for Proposal
SFF	Sundance Film Festival

The Problem

- Park City police, parking, and transportation staffing is at a max during Sundance.
- Pedestrian and traffic management during the Sundance Film Festival time period is essential in ensuring the smooth flow of both pedestrian and vehicular traffic, residential traffic mitigation, taxi operations and safety of the public.
- In 2016, PCMC entered into a 3 year agreement with CSC to provide Pedestrian Management services during the Sundance Film Festival time period.
 - PCMC terminated the contract in November of 2016 due to the unwillingness of the company to adhere to the City's insurance standards.

Background

- During the 2005 Sundance Film Festival, staff identified a need to assist pedestrians at key intersections.
- From 2005 to 2009, these key positions were coordinated and staffed by City staff and temporary hires for the event.
 - Debrief from the 2009 indicated that it would be more economically viable and manageable to have services provided by a service provider.
- From 2010 to 2015, PCMC employed the services of CSC for pedestrian management without a contract.
- In 2016, due to the increase in costs of these services, staff advertised an RFP for a three year contract to secure pedestrian management services.
 - CSC's 2016 proposal included a request to make amendments to the City's required insurance indemnity, but the request was not approved before the contract was signed by both parties.
 - On [January 14, 2016](#) (pg 246), PCMC entered into a 3 year service provider agreement with CSC to provide services for PCMC during the SFF in 2016, 2017 and 2018.
 - CSC provided and was paid for services as outlined by their contract for the 2016 Festival.
 - PCMC terminated the contract with CSC in November of 2016 due to the unwillingness of the company to adhere to the City's insurance standards.
- Staff advertised a one year RFP for Pedestrian Management services for the 2017 Festival.
 - The contract was approved by Council in December of 2017.
 - Kane Consulting was awarded a separate Service Provider contract in 2017 to provide Residential Traffic Mitigation and Fireworks Security for the Fourth of July 2017.

Analysis

- As staff has been working on increased mitigation to offset the impacts of events, staff advertised a [three year RFP for Pedestrian and Traffic Management](#) for the 2018, 2019 and 2020 Sundance Film Festival to staffing to assist with the flow of pedestrians, residential traffic mitigation and taxi management during the Sundance Film Festival time period. The service provider that is awarded this contract will work closely with the Special Events, Transportation Planning, Parking Services and Public Safety Departments at the City.
 - Staff received one proposal from Kane Consulting.
- A committee of individuals from Special Events, Police, Parking Services and Transportation planning evaluated the responses.
- Proposers were asked to provide a summary of proposed labor and total cost for services which were outlined in the RFP. A summary of Kane Consulting's proposal and scope of work is shown below for the 2018 Festival. A full scope of work is attached as Exhibit A.

Personnel Costs	\$142,887.50(1,908 total hours)
Pre Event Planning/ Admin	\$ 7,000.00
Equipment Costs	\$ 7,500.00
Pre Training	\$ 3,000.00
Total Cost	\$160,387.00

Staff recommends entering into a three year contract with Kane Consulting for Pedestrian and Traffic Management Services during the 2018, 2019 and 2020 Sundance Film Festival time period based on the following reasons:

- Kane Consulting's qualifications, experience, professionalism and willingness to adapt to the needs of Park City and coordinate with Public Safety and Transportation teams; and
- Kane Consulting is willing to meet the City's indemnity and insurance requirements.
- Staff has confirmed that the City has the funds to cover the increase in costs for Kane Consulting's services for Pedestrian, Traffic and Taxi Management
- Staff has built in 10% inflationary cost and staffing hours for future Festival years.

Department Review

Special Events, Economic Development, Police, Parking Services, Transportation Planning, Budget, Executive and Legal Departments have reviewed this report and their comments have been incorporated.

Funding Source

Funds for this project come from revenues generated from parking fees charged during the Sundance Film Festival in the Transit Fund.

Alternatives for City Council to Consider

1. **Recommended Alternative:** This is staff's recommendation.

Staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement between Park City Municipal Corporation and Kane Consulting Group, Inc for Pedestrian Management and Traffic Management services as related to the 2017 Sundance Film Festival time period in a form approved by the City Attorney that shall not exceed four hundred twenty seven thousand, one hundred and thirty eight dollars and seventy five cents (\$427,138.75).

Pros

- a. Services provided by Kane Consulting will work in coordination with Public Safety and Transportation Planning.
- b. Provides additional security for the general public on Main Street and key intersections.
- c. Kane Consulting is willing to meet the City's indemnity and insurance requirements.
- d. A three year contract will ensure that Pedestrian and Traffic Management services are procured for the next three years of the Festival. Both the City and the service provider can plan on having these services secured and provided.

2. Deny Alternative:

City Council could deny the Professional Services Agreement between Park City Municipal Corporation and Kane Consulting for Pedestrian and Traffic Management.

Cons

- a. Contracted services for Pedestrian Management during the 2018 Sundance Film Festival time period would not be performed. This would likely cause negative impacts to both pedestrian and vehicular traffic flow, and public safety during the Sundance Film Festival time period.

Attachments

- A Scope of Services for Pedestrian Management with Kane Consulting.



KANE CONSULTING INC. – PARK CITY – RFP# SE-SUN-PED-112717
Residential Traffic Management, Pedestrian Management and Personnel Operations during the
Sundance Film Festival 2018, 2019, 2020

KANE CONSULTING INC.

RFP Submitted by:

Kane Consulting Inc.
724 W 500 S Suite 900
West Bountiful UT 84087

RFP Submission Contact Info:

Dan Clark	Shawn Kane
Vice President of Operations	Owner and CEO
dan@kaneconsultinginc.net	shawn@kaneconsultinginc.net
801-719-9611	801-391-5981

Anticipated resources allocated to this project:

Overall Project Lead – Shawn Kane – Owner/CEO of Kane Consulting
On-Site Project Coordination and Finance – Dan Clark – VP Operations
On-Site Project Coordination – Jordan Page – Training and Recruiting Manager
On-Site Logistics and Coordination – Troy Kapinos – Global Operations Manager
Project Coordination, Pre-Planning and Staffing – Nathan Cranford – Global Operations Manager

Proposed budget

Kane Consulting understands budgets are a major condition of all projects regardless of scope and size. Kane Consulting has always worked with clients to ensure every dollar spent has purpose and meaning in the security plan and coordination.

Previous clients and provided references

Salesforce – Chris Mann – VP of Global Safety and Security
cmann@salesforce.com

Taylor Group – Amy McDowell – Communications and Event Director
amym@taylorinc.com

Lisa Sewell – Utah Arts Festival Executive Director
lisa@uaf.org

Joe Fontaine – Marketing Manager
JoeFontaine@zumiez.com



KANE OVERVIEW

- Kane Consulting has been a premier purveyor of all aspects of security and investigative services across the world for over 20 years. The Management Team is comprised of security specialists with extensive education, experience, and training. The Management Team has handled security for conferences, concerts and special events in 45 different countries.
- Our Management Team ensures that our response to our clients' needs, whether they are emergency, urgent or routine, is immediate and thorough. We believe this is the major differing factor between Kane consulting Inc. and other firms within the industry. Our high level, pro-active approach and attention to the details are at all times present in our dealings with both our clients and personnel.
- Exceeding our client's expectations is an essential element in our everyday work. A long term commitment to our clientele with the understanding that we want to create a long-lasting business relationships is paramount to our organization.
 - ✓ Security Consulting
 - ✓ Private Investigations
 - ✓ Security Guard Services
 - ✓ Special Event Security
 - ✓ VIP/ Executive Protection
 - ✓ Metal Detector Training
 - ✓ Traffic Management
 - ✓ Crowd Flow Planning
 - ✓ Crowd Flow Management
 - ✓ Safety and Security Programs
 - ✓ Risk Assessments
 - ✓ Training and Educational Courses
 - ✓ EMT Training
 - ✓ Medical Personnel
 - ✓ EMS Planning
 - ✓ Homeland Security Trainings
 - ✓ ICS and NIMS Trainings
 - ✓ Security Camera Installation

A FEW OF OUR OTHER VALUED CLIENTS

Kane Consulting has been in the Event and Conference industry for 23 years. We have coordinated and managed security for events ranging from 10-150,000+ attendees. We have worked extensively with local, state and federal agencies to coordinate the safety and security of attendees and staff pre, during and post event. Kane Consulting has worked with several major brands which help us to understand and work with the attendee experience when planning for security. While each event is different in scope and size, Kane Consulting has developed a system that is comprehensive and designed to incorporate the best practices in the security industry based on current world trends and events. This system is based upon a standardized framework that is secure yet flexible enough to be applicable across entire events worldwide regardless of the scope or size.

Kane Consulting is dedicated to connecting with our clients and creating a long lasting business relationship. Our reputation is based on the excellence of our people and the quality of our work; not as we measure it, but as our clients do. We always strive to exceed the expectations of clients and our retention rate is among the best in our industry. Provided below is a list of events and clients we are currently working with in Utah.

A more extensive list is available here: <http://kaneconsultinginc.net/clients/>

LOCAL UTAH EVENTS

Utah Arts Festival 2004-2017

Twilight Concert Series 2006-2017

Red Butte Concert Series 2007-2017

Living Traditions Festival 2006-2017

Ogden Arts Festival 2004-2017

Ogden Marathon 2009-2016

Ogden Twilight Concert Series 2015-2017

Ogden Equinox 2013-2016

World Cup Concert (PC) 2009-2017

Salt Lake City New Year's Eve Celebrations 2010-2017

GLCCU Pride Weekend 1998-2017

SLC Farmers Market 2001-2017

Infinite Possibilities 2015-2016

North Fork Roots and Blue Festival 2015-2016

Park City Balloon Festival 2014-2017

Tour De Utah 2014-2016

Jordan Park FireWorks 2014-2016

Grand Kerfuffle 2016-2017

A FEW OF OUR OTHER VALUED CLIENTS

Kane Consulting has worked with several International, major brands and large events in our 23 years in the industry. A more extensive list is available here: <http://kaneconsultinginc.net/clients/>

CONFERENCES / CONVENTIONS

Salesforce Dreamforce Conference 2012-2017 San Francisco	VMWare 2016-2017 Las Vegas Orlando
Salesforce World Tour 2014-2017 Paris London Amsterdam Sao Paulo Australia Tokyo Mumbai Munich Hamburg Brussels Canada NYC Atlanta San Francisco Chicago Boston LA 18 other states	Airbnb Conferences 2015-2016 Paris Los Angeles Samsung Developers 2016 - 2017 San Francisco Google NEXT 2016-2017 San Francisco Google I/O 2017 San Jose / Mountain View TCG Conference 2010-2017 Utah Tattoo Convention 2009-2017
Salesforce Essential Events – Basecamp Events 2014-2017 8 Cites per Quarter	
ServiceNow 2015-2017 Las Vegas Orlando Barcelona	
NetScout 2016 Prague	

SUNDANCE EVENTS

Best Events (Village at the Lifts) (10yrs) IFC (5 yrs) VHI (4 yrs) Kodak (15 yrs) Insignia (1 yr) Court TV (3 yrs) LIVeStyle (2 yrs) Showtime (6 yrs) NoDance (3 yrs) Slamdance (3 yrs) Chrysler/Hypnotic (1 yr) Freedom Fest (2 yrs) USC College (12 yrs) Horizon Global (1 yr)	BMF Media (3 yrs) Riverhorse (16 yrs) Moondance (1 yr) Palm Pictures (2 yrs) X-Dance (2 yrs) UTA (7 yrs) Turning Leaf (3 yrs) Relevant (Village at the Yard) (4 yrs) Premier Magazine (2 yrs) Potential Entertainment (1 yr) T-Mobile Café (5 yrs) Anheuser-Busch (2 yrs) Rock and Reilly's (4 yrs) Google (4 yrs)
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KANE TEAM



Shawn Kane is a 25-year veteran of the security and investigative industry. His extensive knowledge is drawn from participating in several different training seminars and educational courses provided by the FBI, Secret Service, CIA, BATFE, ASIS International and local and State Law Enforcement Agencies. He also draws his experience from the involvement in over 1100 hundred surveillance operations, more than a thousand background investigations, and hundreds of security events, scenarios and situations. As well, Mr. Kane has been Director of Security for more than 500+ major events in Utah and across the country including the 2002 Winter Olympic and Paralympic Games. He has worked with major corporations on asset protection, fraud prevention, employee investigations, and employee safety and security. He has designed, written and implemented several hundred operations manuals including evacuation guidelines, incident response guidelines, security operations guidelines, event specific guidelines, and threat assessment manuals. Throughout the years, he has managed and trained over 4000 security staff for all types of security events and protective details. Shawn is certified in the NIMS program taught by FEMA. From 2008 to 2011, Mr. Kane was President of the Private Investigators Association of Utah. Mr. Kane was also Chairman to the DPS PI Hearing & Licensure Board from 2009-2014.



Dan Clark has 18 years experience in the Security and Law Enforcement field. He served 10 years with the Ventura County Sheriff's Department where he had opportunities to work in many various assignments in the Corrections Division such as the Sheriff's Work Farm, a Classification and Gang Unit, a Women's Facility and was a member of the Emergency Response Team. He was instrumental in creating and instituting updates to inmate records database. Part of his duties included the collection and reporting of statistical information. He was tasked with professionally handling sensitive information regarding staff and inmates. After leaving California and returning to his home state of Utah, he moved to the Private Security Field. He worked in the Healthcare Security industry with Intermountain Health Care, where a majority of his time was spent handling mental health crisis patients. In 2009 Dan became the VP of Operations for Kane Consulting Inc. He has Managed and supervised thousands of security personnel for all types of events and protective details. He has worked in conjunction with other security directors, event promoters and staff to ensure safe and secure environments during major events. He has worked with major corporations on asset protection, fraud prevention, risk management, employee investigations, employee safety and security guidelines. He has designed, written and implemented several operations manuals.

KANE TEAM



Nathan Cranford has 18 years experience in the Security and Law Enforcement field. He has a Bachelor's in English and a minor in Foreign Relations. He worked for the Florida Department of Corrections as a correctional officer for 7 years. While with the FLDOC, Nathan was responsible for the internal security of the prison including checking the perimeter of the compound, fences, and alarms. He coordinated and participated in training many new correctional officers in correct search, intake, and transport techniques. He has attended and participated in numerous trainings with federal and local law enforcement regarding IED recognition, riot training and arrest techniques, and site and personal protection. He is certified in the NIMS program taught by FEMA. In 2010 Nathan became a Regional Manager for Kane Consulting Inc. He has been the Security Director for hundreds of special events, concerts, festivals and conferences across the country and internationally. Nathan is a certified NRA pistol instructor. He has worked in conjunction with other security directors, event promoters and staff to ensure safe and secure environments during major events. He has worked with major corporations on asset protection, fraud prevention, risk management, employee investigations, employee safety and security guidelines. He has designed, written and implemented several operations manuals.



Troy Kapinos has been in the security industry for 7 years. Troy's knowledge and experience in areas include: event security, corporate security, asset protection, safety and emergency operations, crowd control, loss prevention, executive protection / personal security details, training and planning, emergency management and operations, NIMS, client support, customer service, security consulting both domestic and international, threat /risk assessment and staffing of security, event and medical personnel. Troy's experience has been developed by years of field experience and a wide range of tactical, practical and classroom instruction and training as well as supporting, consulting, staffing and working side by side with a wide range of domestic and international clients from top level executives, celebrities, production companies, promoters, special events, conventions, festival staff, small business owners and the everyday family concerned about their safety, assets and security. Troy has managed, trained and supervised patrol officers, personal protection officers, event security personnel and event staff for all types of security operations for large and small events. Troy has participated in hundreds of hours of classroom, hands on and tactical training and defensive tactics, verbal Judo. Troy has written, trained and implemented several event specific guidelines, operation documents and post orders for the security operations of Kane Consulting. Troy is also a member of the Kane Consulting Emergency Operations Team, Where he works side by side with other Kane managers, Law enforcement, Fire Dept and EMS in implementing and training production teams, event Planner, volunteers and event staff in evacuation plans, incident response and threat assessment. Troy is a certified NRA Pistol Instructor CCW instructor and a PACSCO Unarmed / Armed Security Guard Trainer.

RFP DETAILS

Applicants must meet all Park City Municipal Insurance Requirements.

Kane Consulting meets all Park City Insurance Requirements as outlined in Section 8 of the Park City Municipal Corporation Service Provider/Professional Services Agreement. Copies of insurance forms are attached as appendix A.

Applicants must meet all Federal and State Employer Requirements.

Kane Consulting meets all Park City Insurance Requirements as outlined in Section 10 of the Park City Municipal Corporation Service Provider/Professional Services Agreement.

Applicants must include all expected equipment costs in bid.

2018 \$7,500.00 Equipment Costs

2019 \$6,500.00 Equipment Costs

2020 \$5,500.00 Equipment Costs

Attached Appendix B is the proposed schedule and total pricing costs.

Applicants must include statement of what type of training employees receive.

Officers assigned to work on this project may have training and experience including, but not limited to:

All aspects of patrolling and response to safety, medical, and security situations; All levels of training to include understanding of public vs private property issues; Legalities and Liability to Client/Employer/General Public; Necessary use of force, to include conflict resolution through defensive physical engagement; Verbal Judo or similar de-escalation techniques; Special event procedures; Command Presence; Defensive tactics; Interviewing Techniques; Basic investigation; Communication; Incident and Emergency response; First Aid, CPR and AED Certified; NIMS Training; Metal Detector and Bag Search Techniques;

RFP DETAILS

Applicants must include all overtime rates and miscellaneous costs in bid.

Kane Consulting has no Overtime Rates anticipated unless the Client requests certain staff stay on post instead of being relieved. These situations require a written request from the Client to Kane Consulting as outlined in Section 3 Subsection C of the Park City Municipal Corporation Service Provider/Professional Services Agreement. These Overtime Rates are billed at 1.5 times the billable hourly rate. Overtime Rates are defined as any extended shifts and hours that are performed at the written request of CLIENT;

Short Notice Rates are billed at 2 times the billable hourly rate. Short Notice Rates are defined as additional personnel or hours that are performed at the written request of CLIENT with less than four (4) hours notice;

Any Additional requests for staffing within 10 days prior to the event are billed at 1.5 times the billable hourly rate.

No other miscellaneous costs are anticipated at this time.

Attached Appendix B is the proposed schedule and total pricing costs.

Applicants must include all cost for personnel hourly rates.

Hourly Rates:

2018:	2019: (15% of 2018)	2020: (5% of 2019)
Staff: \$30.00	Staff: \$25.50	Staff: \$24.23
Supervisor: \$32.50	Supervisor: \$27.63	Supervisor: \$26.24

Attached Appendix B is the proposed schedule and total pricing costs.

RFP DETAILS

Applicants must include all costs and explanations of costs of any management or administrative fees.

2018	\$7,000.00	Pre Event Planning	2019	\$6,000.00	Pre Event Planning	2020	\$5,000.00	Pre Event Planning
	\$3,000.00	On-Site Admin		\$2,750.00	On-Site Admin		\$2,500.00	On-Site Admin

Attached Appendix B is the proposed schedule and total pricing costs.

Applicants must include a summary of the training given to applicant employees.

Applicants with prior law enforcement experience/training or a military background as well as potential employees with an educational background in a security related field are given a preference in hiring. Other applicants with extensive Customer Service experience is also preferred. All Applicants attend several training courses prior to assignment. Venue/Site Specific Training, Verbal Judo or similar de-escalation techniques and Special Event Procedures.

Applicant must include a statement of experience providing these services including the size of the other events.

Historical experience in planning and execution of events of this nature

Kane Consulting has been in the Event and Conference industry for 23 years. We have coordinated and managed security for events ranging from 10-150,000+ attendees. We have worked extensively with local, state and federal agencies to coordinate the safety and security of attendees and staff pre, during and post event. Kane Consulting has worked with several major brands which help us to understand and work with the attendee experience when planning for security. While each event is different in scope and size, Kane Consulting has developed a system that is comprehensive and designed to incorporate the best practices in the security industry based on current world trends and events. This system is based upon a standardized framework that is secure yet flexible enough to be applicable across entire events worldwide regardless of the scope or size. Kane Consulting understands budgets are a major condition of all projects regardless of scope and size. Kane Consulting has always worked with the client to ensure every dollar spent has purpose and meaning in the security plan.

RFP DETAILS

Applicants must include their ability to provide extra personnel if needed.

Kane Consulting is a Utah based company with 45 Full Time Security Consultants and a vast network of Independent Security Consultants under contract. Kane Consulting's Utah-Based Security Company, SPS, has both 400+ Employees and Independent Contractors both Part Time and Full Time. Kane Consulting has a full Medical Services Company, KCI Medical, with 15 full time Medical Personnel and 80 Independent Contractors on staff. Kane Consulting's Investigative Division has 7 full time Private Investigators on staff as well as 2 full time Intelligence Monitoring / Investigators. Kane Consulting has 2 full time Dispatchers working from our 24/7 Dispatch Center.

Safety Vests, provided by applicant must be approved by the Park City Special Events Department, and must be worn by applicant's employees at all times while on duty.

Kane Consulting will update and purchase new equipment to ensure all staff is wearing Safety Vests on the outermost portion of their clothing. The current and planned Safety Vest used will be Grainger.com model number 4CWD5. Picture attached. Appendix A

Applicant must supply lighted wands/baton for each employee on duty which must be approved by the Park City Special Events Department.

Kane Consulting will update and purchase new equipment to ensure all staff is equipped with a lighted wand/baton. The current inventory and planned lighted wand used will be Grainger.com model number 1AGT3. Picture attached. Appendix A

A 2-hour mandatory pre-event training meeting is required for all pedestrian management personnel hired by applicant with Park City Municipal staff paid as regular time to management personnel

Kane Consulting Managers, Supervisors and Employees assigned to the project will be in attendance at this meeting.

APPENDIX A



APPENDIX B

See attached proposed schedule.

2018		2019		2020	
\$ 142,887.50	2018 Cost	\$ 122,176.53	2019 Cost (Based on 2018 Schedule)	\$ 116,324.72	2020 Costs (Based on 2018 Schedule)
\$ 7,000.00	Pre-planning	\$ 6,000.00	Pre-planning	\$ 5,000.00	Pre-planning
\$ 7,500.00	Equipment	\$ 6,500.00	Equipment	\$ 5,500.00	Equipment
\$ 3,000.00	Office Admin	\$ 2,750.00	Office Admin	\$ 2,500.00	Office Admin
\$ 160,387.50	Total 2018 Costs	\$ 137,426.53	Total 2019 Estimated	\$ 129,324.72	Total 2020 Estimated

Sundance Park City Pedestrian Management Costs 2018

Date	Shift Start	Shift End	Hrs	Staff	Total Hrs	Cost	Total Costs	Notes
Pre-Event			2				\$ 4,800.00	Pre-Event Training
Thursday 18th Pedestrian Management	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	12:00 AM	13	5	65	\$30.00	\$ 1,950.00	Main Street/Heber Avenue
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	7th Street and Main
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Library Theatre
	12:00 PM	12:00 AM	12	5	60	\$30.00	\$ 1,800.00	Pedestrian Rover Breakers
	11:00 AM	12:00 AM	13	2	26	\$32.50	\$ 845.00	Pedestrian Supervisor/Admin
Thursday 18th Residential Management	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Marsac & Hillside Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Hillside & King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Silver King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & 14th St
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Manor Way
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Lowell & Manor Way
	3:00 PM	10:00 PM	7	2	14	\$30.00	\$ 420.00	Residential Rover Breakers
	2:00 PM	11:00 PM	9	1	9	\$32.50	\$ 292.50	Residential - Taxi Supervisor/Admin
Thursday 18th Taxi Staging	11:00 AM	12:00 AM	13	6	78	\$30.00	\$ 2,340.00	Taxi Staging
	11:00 AM	12:00 AM	13	1	13	\$30.00	\$ 390.00	Taxi Staging Rover Breaker
	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Friday 19th Pedestrian Management	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	12:00 AM	13	5	65	\$30.00	\$ 1,950.00	Main Street/Heber Avenue
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	7th Street and Main
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Library Theatre
	12:00 PM	12:00 AM	12	5	60	\$30.00	\$ 1,800.00	Pedestrian Rover Breakers
	11:00 AM	12:00 AM	13	2	26	\$32.50	\$ 845.00	Pedestrian Supervisor/Admin
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	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Hillside & King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Silver King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & 14th St
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Manor Way
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Lowell & Manor Way
	3:00 PM	10:00 PM	7	2	14	\$30.00	\$ 420.00	Residential Rover Breakers
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	11:00 AM	12:00 AM	13	1	13	\$30.00	\$ 390.00	Taxi Staging Rover Breaker
	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Saturday 20th Pedestrian Management	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	12:00 AM	13	5	65	\$30.00	\$ 1,950.00	Main Street/Heber Avenue
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	7th Street and Main
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Library Theatre
	12:00 PM	12:00 AM	12	5	60	\$30.00	\$ 1,800.00	Pedestrian Rover Breakers
	11:00 AM	12:00 AM	13	2	26	\$32.50	\$ 845.00	Pedestrian Supervisor/Admin
Saturday 20th Residential Management	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Marsac & Hillside Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Hillside & King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Silver King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & 14th St
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Manor Way
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Lowell & Manor Way
	3:00 PM	10:00 PM	7	2	14	\$30.00	\$ 420.00	Residential Rover Breakers
	2:00 PM	11:00 PM	9	1	9	\$32.50	\$ 292.50	Residential - Taxi Supervisor/Admin
Saturday 20th Taxi Staging	11:00 AM	12:00 AM	13	6	78	\$30.00	\$ 2,340.00	Taxi Staging
	11:00 AM	12:00 AM	13	1	13	\$30.00	\$ 390.00	Taxi Staging Rover Breaker

Taxi Staging	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Sunday 21st Pedestrian Management	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	12:00 AM	13	5	65	\$30.00	\$ 1,950.00	Main Street/Heber Avenue
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	7th Street and Main
	11:00 AM	12:00 AM	13	3	39	\$30.00	\$ 1,170.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Library Theatre
	12:00 PM	12:00 AM	12	5	60	\$30.00	\$ 1,800.00	Pedestrian Rover Breakers
	11:00 AM	12:00 AM	13	2	26	\$32.50	\$ 845.00	Pedestrian Supervisor/Admin
Sunday 21st Residential Management	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Marsac & Hillside Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Hillside & King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Silver King Rd
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & 14th St
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Manor Way
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Lowell & Manor Way
	3:00 PM	10:00 PM	7	2	14	\$30.00	\$ 420.00	Residential Rover Breakers
	2:00 PM	11:00 PM	9	1	9	\$32.50	\$ 292.50	Residential - Taxi Supervisor/Admin
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	11:00 AM	12:00 AM	13	1	13	\$30.00	\$ 390.00	Taxi Staging Rover Breaker
	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Monday 22nd Pedestrian Management	11:00 AM	10:00 PM	11	2	22	\$30.00	\$ 660.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	10:00 PM	11	5	55	\$30.00	\$ 1,650.00	Main Street/Heber Avenue
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	7th Street and Main
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Library Theatre
	12:00 PM	12:00 AM	12	3	36	\$30.00	\$ 1,080.00	Pedestrian Rover Breakers
	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Pedestrian Supervisor/Admin
Monday 22nd Taxi Staging	11:00 AM	12:00 AM	13	6	78	\$30.00	\$ 2,340.00	Taxi Staging
	11:00 AM	12:00 AM	13	1	13	\$30.00	\$ 390.00	Taxi Staging Rover Breaker
	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Tuesday 23rd Pedestrian Management	11:00 AM	10:00 PM	11	2	22	\$30.00	\$ 660.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	10:00 PM	11	5	55	\$30.00	\$ 1,650.00	Main Street/Heber Avenue
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	7th Street and Main
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
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	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Wednesday 24th Pedestrian Management	11:00 AM	10:00 PM	11	2	22	\$30.00	\$ 660.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	10:00 PM	11	5	55	\$30.00	\$ 1,650.00	Main Street/Heber Avenue
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	7th Street and Main
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
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	11:00 AM	12:00 AM	13	1	13	\$30.00	\$ 390.00	Taxi Staging Rover Breaker
	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Thursday 25th Pedestrian Management	11:00 AM	10:00 PM	11	2	22	\$30.00	\$ 660.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	10:00 PM	11	5	55	\$30.00	\$ 1,650.00	Main Street/Heber Avenue
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	7th Street and Main
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
	11:00 AM	12:00 AM	13	2	26	\$30.00	\$ 780.00	Library Theatre

Thursday 25th Taxi Staging	12:00 PM	12:00 AM	12	5	60	\$30.00	\$ 1,800.00	Pedestrian Rover Breakers
	11:00 AM	12:00 AM	13	2	26	\$32.50	\$ 845.00	Pedestrian Supervisor/Admin
	11:00 AM	12:00 AM	13	6	78	\$30.00	\$ 2,340.00	Taxi Staging
	11:00 AM	12:00 AM	13	1	13	\$30.00	\$ 390.00	Taxi Staging Rover Breaker
	11:00 AM	12:00 AM	13	1	13	\$32.50	\$ 422.50	Taxi Staging Supervisor
Friday 26th Pedestrian Management	11:00 AM	10:00 PM	11	2	22	\$30.00	\$ 660.00	Swede Alley at base of Transit Center Stairs
	11:00 AM	10:00 PM	11	5	55	\$30.00	\$ 1,650.00	Main Street/Heber Avenue
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	7th Street and Main
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	5th Street and Main
	11:00 AM	12:00 AM	13	4	52	\$30.00	\$ 1,560.00	Theatre District
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	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Empire & Manor Way
	3:00 PM	10:00 PM	7	1	7	\$30.00	\$ 210.00	Lowell & Manor Way
	3:00 PM	10:00 PM	7	2	14	\$30.00	\$ 420.00	Residential Rover Breakers
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	11:00 AM	10:00 PM	11	5	55	\$30.00	\$ 1,650.00	Main Street/Heber Avenue
	11:00 AM	10:00 PM	11	3	33	\$30.00	\$ 990.00	7th Street and Main
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							\$ 142,887.50	2018 Cost
							\$ 7,000.00	Pre-planning
							\$ 7,500.00	Equipment
							\$ 3,000.00	On-Site Admin
							\$ 160,387.50	Total Costs
							\$ 122,176.53	2019 Costs (Based on 2018 Schedule)
							\$ 6,000.00	Pre-planning
							\$ 6,500.00	Equipment
							\$ 2,750.00	On-Site Admin
							\$ 137,426.53	Total Estimated
							\$ 116,324.72	2020 Costs (Based on 2018 Schedule)
							\$ 5,000.00	Pre-planning
							\$ 5,500.00	Equipment
							\$ 2,500.00	On-Site Admin
							\$ 129,324.72	Total Estimated



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

In order to protect and maintain the unique historic character of Park City's Historic District and ensure the long-term economic viability of Park City, City Council amended Title 4 to create the "Vibrant Commercial Storefront" definition and other standards pertaining to the Historic Commercial Business District (HCB) and Historic Recreation Commercial District (HRC). Staff recommends amending section 4-2-15 of the Municipal Code to make the definition and requirements more clear.

- Remove the discretionary and duplicative requirements.
- Reduce the number of requirements to 2 and a property must meet all or at least 1 of the 2 exceptions.
- Put a one-year time limit on the exception for actively offering the property for lease/rent/sale to mirror the permitting exception.
- Put a maximum one-year exception on any property.
- If a storefront does not meet the (updated) definition of "Vibrant Commercial Storefront", the only penalty is ineligibility for any Single Event Temporary Alcoholic Beverage License (SETABL) until deemed Vibrant.
- Short-term (less than 30 days) activity will not cause a property to be considered vibrant.

Respectfully:

Rebecca Gillis, Accounting Manager



City Council Staff Report

Subject: Vibrant Storefront Ordinance (Vacancies)
Author: Rebecca Gillis, Finance Manager
Department: Finance
Date: December 14, 2017
Type of Item: Legislative

Summary Recommendation

Staff recommends amending section 4-2-15 of the Municipal Code to make the Vibrant Commercial Storefront definition and requirements more clear. Proposed changes include:

- Open for business at least sixty (60) days in each quarter found by staff quarterly inspections; and
- Have an active Business License; and
- Has posted operating hours and days; and
- One year limit in total on either exception.

Staff recommends that if a change to the Ordinance is made that it not be effective until February 1, 2018 so as not to change the Code so close to Sundance.

Executive Summary

In order to protect and maintain the unique historic character of Park City's Historic District and ensure the long-term economic viability of Park City, City Council amended Title 4 to create the "Vibrant Commercial Storefront" definition and other standards pertaining to the Historic Commercial Business District (HCB) and Historic Recreation Commercial District (HRC). Staff recommends amending section 4-2-15 of the Municipal Code to make the definition and requirements more clear.

- Remove the discretionary and duplicative requirements.
- Reduce the number of requirements to 3 and a property must meet all or at least 1 of the 2 exceptions.
- Put a one-year time limit on the exception for actively offering the property for lease/rent/sale to mirror the permitting exception.
- Put a maximum one-year exception on any property.
- If a storefront does not meet the (updated) definition of "Vibrant Commercial Storefront", the only penalty is ineligibility for any Single Event Temporary Alcoholic Beverage License (SETABL) until deemed Vibrant.

Acronyms

CSL	Convention Sales License
DISTRICTS	Historic Commercial Business Zoning District (HCB) and Historic Recreation Commercial Zoning District (HRC)
GRAMA	Government Records Access and Management Act
HCB	Historic Commercial Business Zoning District
HPCA	Historic Park City Alliance

HRC	Historic Recreation Commercial Zoning District
PCMC	Park City Municipal Corporation
SETABL	Single Event Temporary Alcoholic Beverage License

The Problem

The Code, as adopted:

- The definition is in the negative and defines what a Vibrant Commercial Storefront is not, rather than what it is.
- Currently, it would not allow for a property that was not considered vibrant to have a liquor license. Therefore, if a restaurant were to open in a space that had not been considered vibrant there could not be a liquor license until staff had made another determination that the property meets the definition of vibrant.
- The current definition allows for a business to provide quarterly financial records (i.e. payroll, profit/loss statement) or utility bills to prove they are Engaging in Business, which is one of the standards that can demonstrate vibrancy.
 - Staff does not have the expertise in specific operating models for each unique business to determine whether or not the property is Engaging in Business.
 - Most businesses prefer to keep their financial details private. Any documentation provided would be discoverable public document when submitted to the City through the GRAMA process.
- It is staff's determination that under the current Code ALL Storefronts, in their current state, qualify as vibrant.
- The Ordinance, if amended, will work better to prevent vacancies in the Districts.

Background

- On June 29, 2017 staff presented the new Code to City Council, see page 184 of the [Packet](#) and [Minutes](#).
- Staff recommended adopting a vibrant commercial storefront definition for these Zones, to give incentives to properties that maintain year round occupancy, such as allowing them to obtain a Single Event Temporary Alcoholic Beverage License, while restricting properties deemed unoccupied for their licensed purpose from having the same privilege.
- The language of the vibrant commercial storefront section is written so that every business operating on a year round basis will meet the requirements.
- The continued goal of this section is to encourage property owners to utilize their storefront space on a year round basis, and properties determined to not be "Vibrant Commercial Storefronts" will be noted by the Finance Department and not be eligible for a SETABL.
- Staff met with stakeholders on October 3, 2017 and discussed changing the Ordinance to be positive rather than negative while leaving the Code generally the same, including the exceptions. All present were in favor.
- Staff met with stakeholders again on October 23, 2017 and discussed this at a high level. In general, the group voiced concerns with a more restrictive change in the ordinance that removed current exceptions. They felt it would unnecessarily punish those with legitimate intentions to fill vacancies, and could

further limit a building owner's ability to generate income through a temporary rental.

- Stakeholders were not in favor of removing the exceptions
- On November 9, 2017 staff presented alternatives to City Council, see page 8 of the [packet](#) and [minutes](#) on page 261.
 - Council directed staff to amend the requirements to be clear and concise, include a requirement for posted hours of operation, and limit the lease/rent/sale exception to one year.
- Staff (Beth Bynan, Licensing; Rebecca Gillis, Finance; Jon Weidenhamer, Sustainability; Hannah Tyler, Planning) completed an initial inspection on November 21 & December 1, 2017 and found:
 - Several restaurants that were closed, but had posted dinner hours on November 21st.
 - Staff returned on December 1st after 5pm and found those restaurants open.
 - Only 28% of businesses had hours posted.
 - Between the 2 inspections all locations were open or met the exceptions except:
 - Big Moose Yacht Club at 657 Park Ave was not open and found to be operating without a license. Code Enforcement was notified.
 - Café Terigo at 424 Main Street closed temporarily until December 8th, staff found them open on December 8th.
 - Chefdance at 427 Main Street was not open during either inspection and does not have an open permit or for sale/lease/rent.
 - Park City Live at 427 Main Street was not open during either inspection and does not have an open permit or for sale/lease rent.
 - Their website shows concerts beginning in December through March 2018.
 - This property has a full-time liquor license and would not require a SETABL.
 - Main Street Deli at 525 Main Street was not open during either inspection and does not have an open permit or for sale/lease/rent.
 - 692 Main Street was not open during either inspection and does not have an open permit or for sale/lease/rent.
 - This property is used as a convention space and has a full-time liquor license and would not require a SETABL.
- On December 7, 2017 staff presented the proposed Code to the stakeholders and received the following feedback:
 - The property needs to be able to remedy after notification and prior to Sundance. Staff has incorporated this into the recommendation that after each quarter if a property does not meet the requirements staff will send a notice to the business license holder or if none the owner of the building that the location was not considered vibrant during the quarter.

Staff Recommendation - Alternative 1:

- Staff believes it will be more consistent, accurate and easier to determine whether or not a Storefront is vibrant based on quarterly, in-person (varying days/times/staff) inspections, see Attachment 1.
- Staff will inspect with a list of addresses and active business licenses, log notes, track vacancies/closed businesses, and track non-licensed businesses. The information will be shared across Finance, Building, Planning, Economic Development and any other impacted departments, see Attachment 2.
- The Finance Manager will make a determination of vibrancy based on the data collected and the criteria in the Code.
- All properties found not to be Engaging in Business each quarter or failing to meet one of the exceptions will be put on notice of the ineligibility for a SETABL.
- If a business is not considered Vibrant the only impact to the property will be ineligibility to receive a SETABL until considered vibrant.
- To obtain a SETABL for Sundance a property would have to be considered vibrant, including exceptions, in the 3rd quarter of each calendar year.
 - Notice will be sent to non-compliant properties.
 - The property will then have an opportunity to prove vibrancy.
 - SETABL applications for Sundance are typically due in November or December for the January event.
- No property will be allowed an exception for longer than one year.
- Council direction was to include posted hours, it was found during the inspection that only 28% of Storefront Properties had posted hours.
 - Staff feels that requiring posted hours may negatively affect some businesses by adding to clutter to their façade or staffing with less flexibility.
 - Having posted hours will assist staff on the time to return for the quarterly inspection.
 - Having posted hours will allow staff to determine if the operating hours are consistent with other businesses of that type in the Districts.
 - Staff feels that having posted hours improves the predictability for the pedestrians and visitors experience.

Possible Consequences of Pursuing this Alternative:

- The Code, as adopted, allows for an exception if a building is under construction with an active building, planning or construction permit.
 - This exception would only make a property ineligible for a SETABL if it is under construction for a period longer than one-year from the date of the original permit.
 - The property would still be eligible for a full-time alcoholic beverage license and a Business License or a CSL.
- The Code, as recommended, allows for an exception if there is satisfactory evidence that the property is actively being offered for sale, lease, or rent.
 - This exception would only make a property ineligible for a SETABL if it is being marketed without a tenant for a period longer than one-year from

the date of notification to/finding of the City or closing date of the previous license, whichever is first.

- The property would still be eligible for a full-time alcoholic beverage license and a Business License or a CSL.
- It is staff's determination that under Alternative 1, with the amended exceptions, most Storefronts, in their current state, would still qualify as vibrant. See Attachment 2.
- HPCA supports the Vibrancy Ordinance and supports changes to the language and enforcement approach that increase the predictability of outcomes and give staff the tools they need to make an accurate determination.

Alternatives for City Council to Consider

- 1. Recommended Alternative 1:** Clarify the definition to items that are easily determined and tracked by staff and are not discretionary, exceptions included but limited to one year. See Attachment 1 for a summary of how staff will manage enforcing Vibrant Storefronts. The revised proposed ordinance would read as follows:

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a Storefront Property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which meets the following conditions:
 1. Is found to be Engaging in Business for at least sixty (60) days during each quarter; and
 2. Has an active Business License; and
 3. Posts its hours and days of operation in the storefront.
- B. If a property does not meet the standards of 4-2-15(A) the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
 1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction within one year from the date the initial permit was issued; or
 2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the following:
 1. The Business at the Storefront Property will not be eligible to apply for a Single Event Alcoholic Beverage Licenses; and,
 2. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council until such a space is occupied by a vibrant commercial storefront.

- D. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.
- E. Any property designation under this Section may be appealed and shall be conducted as set forth in 4-3-15 of this Title.

Pros

- a. This will make the Code easier to understand and administer.
- b. This will incentivize unoccupied Storefronts to adopt a year round presence, reducing negative impacts along the Main Street Commercial Corridor.
- c. Updating this Code would continue to satisfy the City Council's identified Goals of maintaining a "Thriving Mountain Community, and "Complete Community that values historic preservation, economic diversity, and the arts & culture" by encouraging active commercial presences in the HCB and HRC Districts.
- d. Almost all of properties in the HCB and HRC Districts would meet this definition, and would not have to make any changes to how they currently operate to maintain compliance.
 - i. If the property did not meet the definition the property would not be eligible to apply for a SETABL until the property met the definition.
- e. Even if the property did not meet the definition, they could obtain a full-time liquor license.
- f. Construction would have to be complete within one-year in order to get a SETABL.

Cons

- a. Some properties within the Districts may not be allowed a SETABL.
- b. A property owner could list the property for rent/lease/sale at a rate above market in order to meet the exception and still be allowed a SETBAL, but remain vacant throughout the remainder of the year.
- c. Unlikely to prevent Storefronts from being disqualified from getting a SETABL due to the exceptions.

Alternative 2: Add 4-2-15(C)(2) during exception period. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council until such a space is occupied by a vibrant commercial storefront.

Pros:

- a. Storefronts while in the exception period would need to continue to appear vibrant by displaying art, pictures, historical articles, etc.
 - a. Property could do this on their own with administrative approval from the City staff instead of City Council.
 - b. The City could make recommendations and approve during exception period instead of City Council.
 - c. Museum or Arts Council could make recommendations with administrative approval from the City staff instead of City Council.

Cons:

- a. Would be difficult during construction.

Alternative 3: Leave the Code as is.

Pros:

- a. All Storefronts will likely continue to meet the definition.

Cons:

- a. The current Code will remain confusing and difficult to administer.

Analysis

- The issue of “vacancy” appears to have greatly diminished recently. There have been a few recent closures of businesses within the District, but remain to meet the current definition of Vibrant Commercial Storefront. Staff is maintaining a list of properties and monitoring their “vibrancy”.
- 573 Main Street was widely considered vacant for a number of years, but continues to be programmed during large special events. Approximately one year ago, in response to pressure from the City, the storefront was filled by an art gallery. While the perception is that this property still may not be vibrant, staff made two separate visits during the summer to the property and it was open for business in both instances. In our recent inspections, the property was not open when visited on November 21, but was open on December 1.
- During a typical Sundance, PCMC issues approximately 110 Convention Sales Licenses and approximately 50 Single Event Temporary Alcoholic Beverage Licenses, 26 of which are in a Storefront Property.

Department Review

Sustainability, Planning, Executive, Legal, Finance, HPCA

Attachments

- | | |
|---------------|--|
| Attachment 1: | Internal policy on vacancy enforcement |
| Attachment 2: | November/December Inspection Documentation |
| Exhibit A: | Draft Ordinance |
| Exhibit B: | Draft Code redline |

Enforcement of Vibrant Storefronts in the HCB and HRC Districts

Purpose

Vibrant storefronts are required under Municipal Code 4-2-15 in order to be eligible for a Single Event Temporary Alcoholic Beverage License. This policy describes the process that Staff will use to determine whether or not a storefront is vibrant throughout the year.

General

Park City wishes to protect and maintain the unique historic character of the HCB and HRC Districts and ensure the long-term economic viability of Park City. In an effort to equally enforce, staff will do the following:

- Quarterly a report will be exported from Eden to Excel with all active business licenses within the district in order of address.
- Staff will rotate responsibility to do a complete walk through of the district following the generation of this report by:
 - Building/Code Enforcement
 - Sustainability/Economic Development
 - Planning
 - Finance
- Staff will choose a different day of the week and time of day to complete the walk through each quarter.
- Staff will document:
 - Whether or not the business has posted hours of operation.
 - Whether or not the business is open during the walk through.
 - Was the walk through during the posted hours of operation?
 - Staff may need to return during the posted hours.
 - If there is a business without a license.
 - Business License Specialist and Code Enforcement will be notified.
 - If there is a vacant storefront.
 - Business License Specialist will be notified to close the license, if applicable.
 - Is there an active building, planning, or construction permit?
 - If yes, document the original date of the permit
 - Is the property being actively marketed for lease/rent/sale?
 - If yes, document the date
 - Any other pertinent information.

- Each quarter the file will be saved on a shared Citywide drive for easy access and historical data.

If a business is documented as closed two quarters in a row and does not meet the exceptions or the exceptions have expired Finance will put the licensee/owner on Notice that the City deems their storefront as not vibrant and will not be eligible for a Single Event Temporary Alcoholic Beverage License per the Municipal Code 4-2-15.

Full Primary Address	DBA Name	Open	Posted Hours	Notes
PARK AVE				
657 PARK AVE PARK CITY UT 84060	BIG MOOSE YACHT CLUB	NO	NO	NO BUSINESS LICENSE
698 PARK AVE PARK CITY UT 84060	UTAH SKI AND GOLF	YES	YES	
820 PARK AVE #C101	HARVEST	YES	NO	
820 PARK AVE #C102		NO	NO	PERMIT 10/23/2017
820 PARK AVE #C103		NO	NO	FOR LEASE 11/21/2017
820 PARK AVE PARK CITY UT 84060	PARK CITY LODGING, INC..	YES	NO	
HEBER AVE				
136 HEBER AVE 106 PARK CITY UT 84060	CADE & CO	YES	YES	
136 HEBER AVE 104 105A PARK CITY UT 84060	DRESSED DESIGN	YES	NO	BY APPOINTMENT ONLY
136 HEBER AVE 107 PARK CITY UT 84060	HANDLE	YES	NO	
136 HEBER AVE STE 105B PARK CITY UT 84060	BACK DOOR DELI	YES	NO	
201 HEBER AVE PARK CITY UT 84060	COAL & LUMBER	YES	NO	
201 HEBER AVE PARK CITY UT 84060	MAIN & SKY	YES	NO	24X7?
255 HEBER AVE F/G PARK CITY UT 84060	UBS FINANCIAL SERVICES INC	YES	NO	
MAIN ST				
151 MAIN ST PARK CITY UT 84060	GRAPPA	YES	YES	
186 MAIN PARK CITY UT 84060	PARK CITY DESIGNER	YES	YES	
221 MAIN ST PARK CITY UT 84060	RIVERHORSE PROVISIONS	YES	NO	
250 MAIN ST PARK CITY UT 84060	WASATCH BREW PUB	YES	NO	
250 MAIN ST PARK CITY UT 84060	WASATCH BREW PUB & BREWERY	YES	NO	
260 MAIN ST PARK CITY UT 84060	SUSAN SWARTZ STUDIOS	YES	NO	BY APPOINTMENT ONLY
268 MAIN ST DOWNSTAIRS	O P ROCKWELL	YES	NO	
268 MAIN ST PARK CITY UT 84060	WYNDHAM VACATION OWNERSHIP, INC.	YES	NO	
268 MAIN ST MAIN LEVEL	VACANT	NO	NO	BUILDING PERMIT 11/6/2017
301 MAIN ST PARK CITY UT 84060	GMH MOUNTAIN TRAILS GALLERY LL	YES	NO	
305 MAIN ST PARK CITY UT 84060-5102	MEYER GALLERY	YES	NO	
306 MAIN ST PARK CITY UT 84060-5223	FIREWOOD ON MAIN	YES	NO	
309 MAIN ST PARK CITY UT 84060-5102	SOCK CITY	YES	NO	
312 MAIN ST 1A PARK CITY UT 84060	BRET WEBSTER IMAGES, LLC	YES	NO	
312 MAIN ST PARK CITY UT 84060	SOUTHWESTERN EXPRESSIONS	YES	NO	
312 MAIN ST, 314 MAIN ST #7 PARK CITY UT 84060	PROTHRO BOUTIQUE GALLERY	YES	NO	
317 MAIN ST PARK CITY UT 84060-5223	EATING ESTABLISHMENT	YES	YES	
322 MAIN ST PARK CITY UT 84060	RED BANJO PIZZA PARLOUR	YES	NO	
323 MAIN ST 1 PARK CITY UT 84060	NORTH WOODS USA TOO	YES	NO	
323 MAIN ST PARK CITY UT 84060	PINE PARK CITY	YES	NO	
333 MAIN ST PARK CITY UT 84060-5102	KUHL	YES	NO	
333 MAIN ST PARK CITY UT 84060	LULULEMON ATHLETICS	YES	NO	
333 MAIN ST PARK CITY UT 84060	DOUBLE DIAMOND SHOE STORE	YES	NO	

Attachment 2

Full Primary Address	DBA Name	Open	Posted Hours	Notes
333 MAIN STIPARK CITY UT 84060	HELLY HANSEN	YES	NO	
333 MAIN STPARK CITY UT 84060-5102	GORSUCH	YES	NO	
340 MAIN ST202PARK CITY UT 84060	THOMAS ANTHONY GALLERY	YES	NO	
340 MAIN STPARK CITY UT 84060-5102	EARTHLIGHT GALLERIES	YES	NO	
350 MAIN STPARK CITY UT 84060	350 MAIN SEAFOOD AND OYSTER CO	YES	YES	
352 MAIN ST#DPARK CITY UT 84060	BARBARIAN BARBERING COMPANY	YES	YES	
352 MAIN STPARK CITY UT 84060	SPUR, INC THE	YES	YES	
354 MAIN STPARK CITY UT 84060-5102	BERKSHIRE HATHAWAY HOME SERVICES UTAH PROP	YES	NO	
361 MAINPARK CITY UT 84060	BURNS COWBOY SHOP	YES	NO	
364 MAIN STPARK CITY UT 84060	MANGELSEN IMAGES OF NATURE GALLERY	YES	YES	
364 MAIN STPARK CITY UT 84060-5102	ELEGANTE INTERIORS & DESIGN	YES	NO	
368 MAIN STPARK CITY UT 84060	CHIMAYO	YES	YES	
401 MAIN STPARK CITY UT 84060	LA NICHE GOURMET AND GIFT	YES	NO	
402 MAIN STPARK CITY UT 84060	JAVA COW CAFE & BAKERY	YES	YES	
405 MAIN STPARK CITY UT 84060	SHIRT OFF MY BACK	YES	NO	
408 MAIN STPARK CITY UT 84060	ROOTS USA INC	YES	YES	
408 MAIN STPARK CITY UT 84060	J GO GALLERY	YES	NO	
412 MAIN STPARK CITY UT 84060	BISTRO 412	YES	YES	
412 MAIN STPARK CITY UT 84060	BISTRO BAR	YES	YES	
416 MAIN STPARK CITY UT 84060	O C TANNER	YES	NO	
419 MAIN STPARK CITY UT 84060	CROSBY COLLECTION	YES	NO	
421 MAIN STPARK CITY UT 84060	WOODBURY JEWELERS	YES	NO	
424 MAIN STPARK CITY UT 84060	CAFE TERIGO	NO	YES	
425 MAIN STPARK CITY UT 84060	DUGINS WEST INC	YES	NO	
427 MAIN STPARK CITY UT 84060	OSHUCKS BAR AND GRILL	YES	NO	
427 MAIN STPARK CITY UT 84060-5114	CHEFDANCE	NO	NO	
427 MAIN STPARK CITY UT 84060-5114	PARK CITY LIVE	NO	NO	
427 MAIN STPARK CITY UT 84060-5114	ROCK & REILLY'S PARK CITY	YES	NO	
430 MAIN STPARK CITY UT 84060	PARK CITY JEWELERS	YES	NO	
434 MAIN STPARK CITY UT 84060	PURPLE SAGE	YES	NO	
436 MAIN STPARK CITY UT 84060	GALLERY MAR	YES	NO	
438 MAIN STPARK CITY UT 84060-5114	FLANAGANS ON MAIN	YES	NO	
440 MAIN ST	ALTITUDE RESTAURANT & BAR	NO	NO	PERMIT 9/7/2017
442 MAIN STPARK CITY UT 84060	SHABU	YES	YES	
442 MAIN STPARK CITY UT 84060	PINE PARK CITY	YES	NO	
442-444 MAIN STPARK CITY UT 84060	PANDO FINE ART	YES	NO	
447 MAIN STPARK CITY UT 84060	NO NAME SALOON & GRILL	YES	NO	
449 MAIN STPARK CITY UT 84060	ROBERT KELLY	YES	NO	
461 MAIN STPARK CITY UT 84060	ARTWORKS PARK CITY	YES	YES	
467 MAIN STPARK CITY UT 84060	BACKSCRATCHER TEE'S	YES	NO	
501 MAIN STPARK CITY UT 84060	501 ON MAIN	YES	YES	
505 MAIN STPARK CITY UT 84060	MCMILLEN FINE ART	YES	NO	
508 MAIN STPARK CITY UT 84060	TUPELO	YES	NO	

Attachment 2

Full Primary Address	DBA Name	Open	Posted Hours	Notes
509 MAIN STPARK CITY UT 84060	PROSPECT	YES	NO	
509 MAIN STPARK CITY UT 84060	BILLY'S BARBER SHOP	YES	NO	
509 MAIN STPARK CITY UT 84060	LAND JUICERY	YES	NO	
509 MAIN STUPPER LEVELPARK CITY UT 84060	PINK ELEPHANT COFFEE ROASTERS	YES	NO	
510 MAIN STPARK CITY UT 84060	ROCKY MOUNTAIN CHOCOLATE FACTORY	YES	NO	
510 MAIN STPARK CITY UT 84060	DOLLY'S BOOK STORE	YES	NO	
511 MAIN STPARK CITY UT 84060	C TWO BY CAKE	YES	NO	

Attachment 2

Full Primary Address	DBA Name	Open	Posted Hours	Notes
511 MAIN STPARK CITY UT 84060	MONROE	YES	YES	
513 MAIN STPARK CITY UT 84060-5115	PEARLS BY SHARI	YES	NO	
515 MAIN STPARK CITY UT 84060	NORTH FACE AT PARK CITY	YES	YES	
523 MAIN STPARK CITY UT 84060-5115	PARK CITY MERCANTILE	YES	YES	
525 MAIN STPARK CITY UT 84060-5115	MAIN STREET DELI	NO	NO	NO LEASE, NO PERMIT
530 MAIN STPARK CITY UT 84060	MAIN STREET PIZZA & NOODLE	YES	YES	
531 MAIN STPARK CITY UT 84060	FAMILY TREE	YES	YES	
537 MAIN STPARK CITY UT 84060	ALASKA FUR GALLERY	YES	NO	
537 MAIN STPARK CITY UT 84060	BARANOF JEWELERS	YES	NO	
537 MAIN ST2ND FLOORPARK CITY UT 84060	BERKSHIRE HATHAWAY HOME SERVICES UTAH PROP	YES	YES	
540 MAIN STPARK CITY UT 84060	JANS MARMOT ON MAIN	YES	NO	
540 MAIN STPARK CITY UT 84060	RIVERHORSE ON MAIN	YES	YES	
541 MAIN STPARK CITY UT 84060	HILDA	YES	YES	
544 MAIN STPARK CITY UT 84060	544 MAIN STREET VISITOR	YES	NO	
545 A MAIN STPARK CITY UT 84060	FLIGHT	YES	NO	
545 MAIN STBPARK CITY UT 84060	OVERLAND SHEEPSKIN CO INC	YES	NO	
545 MAIN STPARK CITY UT 84060	SUMMIT SOTHEYBY'S INTERNATION REALTY	YES	NO	
550 MAIN STPARK CITY UT 84060	SOUTHWEST INDIAN TRADERS INC	YES	YES	
556 MAIN STPARK CITY UT 84060	VACANT	NO	NO	PERMIT 10/27/17
558 MAIN STPARK CITY UT 84060	PARK CITY FINE ART	YES	NO	
562 MAIN STPARK CITY UT 84060	FLETCHERS	YES	YES	
570 MAIN STPARK CITY UT 84060	MER-D'OR PARIS	YES	NO	
570 MAIN STPARK CITY UT 84060	ATHLETA			CCB PENDING- LOCATION CURRENTLY OCCUPIED AND OPERATING BY ANOTHER BUSINESS
573 MAIN STPARK CITY UT 84060	PROSPECT GALLERY	YES	NO	
577 MAIN STBPARK CITY UT 84060	THE SWEDISH LODGE	YES	YES	
577 MAIN STCPARK CITY UT 84060	CAKE ENTERPRISES	YES	NO	
577 MAIN STPARK CITY UT 84060	CAKE BOUTIQUE	YES	NO	
577 MAIN STPARK CITY UT 84060	LIVIN' LIFE PARK CITY	YES	NO	
580 MAIN ST#8 & 9PARK CITY UT 84060	MONTANA SILVERMITHS BRAND STORE	YES	YES	
580 MAIN ST6 & 7PARK CITY UT 84060	DI JORE	YES	NO	
580 MAIN STEPARK CITY UT 84060	WILLIE HOLDMAN PHOTOGRAPHS INC	YES	YES	
580 MAIN STPARK CITY UT 84060	ALOHA SKI AND SNOWBOARD	YES	YES	
586 MAIN STPARK CITY UT 84060	YUKI YAMA	YES	NO	
591 MAIN STPARK CITY UT 84060	LUNDS FINE ART	YES	NO	
592 MAIN STPARK CITY UT 84060	HABIT PARK CITY	YES	NO	
596 MAIN STPARK CITY UT 84060	ROOT 'D	YES	NO	
605 MAIN ST203PARK CITY UT 84060	NORSK	YES	NO	
605 MAIN STPARK CITY UT 84060	BANGKOK THAI ON MAIN	YES	YES	
605 MAIN STPARK CITY UT 84060	CLUB MONSOON	YES	YES	
608 MAIN STPARK CITY UT 84060	MONTGOMERY LEE FINE ART	YES	YES	
608 MAIN STPARK CITY UT 84060	OLIVE & TWEED	YES	NO	
613 MAIN STPARK CITY UT 84060	MARY JANE'S LLC	YES	NO	

Attachment 2

Full Primary Address	DBA Name	Open	Posted Hours	Notes
614 MAIN STPARK CITY UT 84060-5141	ALPACA INTERNATIONAL INC	YES	NO	
614 MAIN STPARK CITY UT 84060-5141	SHIRT OFF MY BACK	YES	NO	
625 MAIN STPARK CITY UT 84060-5141	TERZIAN GALLERIES	YES	YES	
625 MAIN STPARK CITY UT 84060-5141	SUMMIT SOTHEBY'S INTERNATIONAL REALTY	YES	YES	
632 MAIN STPARK CITY UT 84060	PATAGONIA AT PARK CITY	YES	YES	
675 MAIN STPARK CITY UT 84060	L.L. BEAN			CCB PENDING, PERMIT 10/25/2017 PENDING AS BUILDING IS STILL BEING BUILT
675 MAIN STPARK CITY UT 84060	BEN & JERRY'S OF UTAH			CCB PENDING, PENDING AS BUILDING IS STILL BEING BUILT
692 MAIN STPARK CITY UT 84060	SKY STRATA	NO	NO	CONVENTION SPACE WITH FULL-TIME LIQUOR
693 MAIN STA 1PARK CITY UT 84060	KELLER WILLIAMS REAL ESTATE INTMTN BRANCH	YES	NO	
738 MAIN ST2-102PARK CITY UT 84060	PANACHE PARK CITY LLC	YES	NO	
738 MAIN STPARK CITY UT 84060-5103	ATTICUS COFFEE TEAHOUSE BOOKS	YES	YES	
738 MAIN STPARK CITY UT 84060-5103	PARK CITY SPORT ON MAIN	YES	NO	
738 MAIN STPARK CITY UT 84060-5103	COLLIES SPORTS BAR AND GRILL	YES	NO	
751 MAIN ST214PARK CITY UT 84060	BUTCHER'S CHOP HOUSE	YES	YES	
751 MAIN ST102PARK CITY UT 84060	GRACE CLOTHIERS	YES	NO	
751 MAIN STPARK CITY UT 84060	RICH HAINES GALLERIES	YES	NO	
751 MAIN STPARK CITY UT 84060	OUTFITTER TRADING CO	YES	NO	
751 MAIN ST PARK CITY UT 84060	FLYING SUMO LLC	YES	YES	
825 MAIN STPARK CITY UT 84060	CABIN THE	YES	NO	
825 PARK AVE#A-2	VACANT			FOR LEASE 11/21/2017
875 MAIN STPARK CITY UT 84060	VICTORY RANCH CLUB LLC	YES	NO	

Exhibit A – Draft Ordinance

Ordinance No. 2017-65

**AN ORDINANCE AMENDING TITLE 4, LICENSING, CHAPTER 2, BUSINESS
LICENSING IN GENERAL, SECTION 15 VIBRANT COMMERCIAL STOREFRONT IN
HCB AND HRC, OF THE MUNICIPAL CODE OF PARK CITY, UTAH**

WHEREAS, the City Council of Park City found the definition of Vibrant Commercial Storefront could be clarified; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on June 29, 2017, November 9, 2017 and December 14, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend Title 4 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, preserve and protect the vitality, attractiveness, activity and success of the historic Main Street area, ensure compatible development, and preserve historic resources and the community's unique character.

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

SECTION 1. ADOPTION OF 4-2-15 Vibrant Commercial Storefront in HCB and HRC. The recitals above are incorporated herein as findings of fact. Title 4 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective on February 1, 2018.

PASSED AND ADOPTED this 14th day of December, 2017

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

4-2-15 Vibrant Commercial Storefront In HCB And HRC Districts

- A. A vibrant commercial storefront is a ~~s~~Storefront ~~P~~property, as defined in Section 15-15-1 of the Land Management Code in the HRC or HCB zoning Districts, which ~~cannot meet four (4) or more of the seven (7) meets the~~ following conditions:
1. ~~Is found to be Engaging in Business for at least sixty (60) days during each quarter; and~~
 2. ~~Has an active Business License; and~~
 3. ~~Posts its hours and days of operation in the storefront.~~
- A. ~~Is a storefront property as defined in Section 15-15-1 in the HRC or HCB Districts of the Land Management Code without a current lease in place or that is not actively advertising, utilizing, or occupying the property in a way that constitutes Engaging in Business for at least two hundred and seventy (270) days per year, or that is not open and physically occupied during the hours typically consistent with the licensed use of the property for at least the past thirty (30) days; or~~
2. ~~Has an approved Business license but is not open during typical Business hours consistent with its licensed use to the public, or is consistently open for less than five (5) days a week, or under two hundred and seventy (270) days per year;~~
 3. ~~There is not an active Business license in place, or any pending Business license application in the past thirty (30) days; or~~
 4. ~~Tenants are not actively advertising, utilizing, or occupying the property in a way that fulfills the definition of Engaging in Business 4-1-1.15; or~~
 5. ~~A commercial storefront without signs, displays, or clear indication that they are open or occupied such as having an employee on site, doors open or clearly marked as open to the public, or lights on within the premises; or~~
 6. ~~Over a Quarterly period cannot provide sales tax receipts, payroll records, quarterly profit/loss statements, or similar financial records that show consistent month-to-month occupation and commercial activity; or~~
 7. ~~Cannot provide utility bills or meter readings (water, gas, trash, or electric) that are consistent with the use of similarly active licensed businesses.~~
- B. If a property ~~does not meet the standards of 4-2-15(A) is not considered a “vibrant commercial storefront” and the property is located in HCB and HRC zones, the property owner or Business licensee must provide proof that~~ the property may be considered vibrant for a maximum of one year if it meets one (1) of the following exceptions:
1. There is an open building, planning, or construction permit for repair, rehabilitation, or construction of a building on the parcel and the owner receives a certificate of occupancy for the repair, rehabilitation, or construction ~~within one year~~within one year from the date the initial permit was issued; or
 2. The owner provides satisfactory evidence that the property is actively being offered for sale, lease, or rent from the date of vacancy/finding of closure by the City, or closure of previous Business License, whichever is first. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the commercial storefront for rent, lease, or sale, or proof the commercial storefront is offered for sale on multiple listing services or any other comparable real estate listing services.
- C. Failure to maintain a vibrant commercial storefront in the HCB or HRC zone shall result in the following:
1. The Business at the ~~S~~storefront ~~P~~property will not ~~hereceive local consent or be~~ eligible to apply for a ~~liquor license of any kind including~~ Single Event Alcoholic Beverage Licenses; and,

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Exhibit B – Draft Code Redlines

2. The City reserves the right to utilize the area in front of the storefront property to display Art or other educational materials in the pedestrian area in front of the property as approved by the City Council until such a space is occupied by a vibrant commercial storefront.

2.D. The burden is on the Business to show that it is Engaging in Business for the requisite period of time and if one of the exceptions applies.

E. Any property designation under this Section may be appealed and shall be conducted as set forth in 4-3-15 of this Title.

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DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City has a commitment to be 100% renewable electricity by 2032 community-wide. Park City's community wide 2016 electricity use was 239,952,891 kWh. This accounts for 36.6% of the community-wide footprint. The wattsmart Communities program is a custom energy efficiency program with Rocky Mountain Power facilitated by a third-party.

In order to meet these goals, it is proposed that Rocky Mountain Power and the City enter into a memorandum of understanding to work together to find solutions on accomplishing the city's goals and drive custom energy action plan in our community.

Respectfully:

Luke Cartin, Environmental Sustainability Manager



City Council Staff Report

Subject: Rocky Mountain Power wattsmart Communities Program
Author: Luke Cartin
Department: Sustainability
Date: December 14, 2017
Type of Item: Administrative

Summary Recommendation

Council approves the wattsmart Communities Memorandum of Understanding with Rocky Mountain Power in a form approved by the city attorney.

Executive Summary

Park City has a commitment to be 100% renewable electricity by 2032 community-wide ([Resolution 23-2016](#) approved unanimously by Council on September 22, 2016). Park City's community wide 2016 electricity use was 239,952,891 kWh. This accounts for 36.6% of the community-wide footprint. The wattsmart Communities program is a custom energy efficiency program with Rocky Mountain Power facilitated by a third-party.

In order to meet these goals, it is proposed that Rocky Mountain Power and the City enter into a memorandum of understanding to work together to find solutions on accomplishing the City's goals and drive custom energy action plan in our community.

Abbreviations

MOU	Memorandum of Understanding
RMP	Rocky Mountain Power

Background

- On September 24, 2015 City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032.
- On February 25, 2016 City Council requested that a resolution be drafted and presented to Council specific to our Energy Critical Priority, inviting other communities to join us in our goal.
- On March 24, 2016 City Council passed the aforementioned resolution. This resolution is also serving as the March 2016 Energy Critical Priority Update.
- On September 22, 2016 City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2022 for municipal operations and 2032 community-wide.
- On February 16, 2017, Park City and Rocky Mountain Power signed a Joint Clean Energy Cooperative Statement to find solutions on accomplishing the city's renewable electricity goals and included energy efficiency and electric vehicle infrastructure programs.

- On December 7, 2017, Park City staff updated City Council on the community-wide footprint.

Analysis

Rocky Mountain Power's current portfolio make up is based heavily in carbon emitting energy sources. Park City's 2032 community-wide 100% renewable electricity goal will develop new renewable resources. A robust energy efficiency program is necessary to achieve our ambitious goals. Energy efficiency immediately reduces the amount of electricity needed, therefore reducing our carbon footprint as well as reducing the amount of renewables that are needed to be built for the community-wide 2032 goal.

What the MOU accomplishes:

If Park City chooses to enter into the MOU, Park City and Rocky Mountain Power jointly work to create an energy action plan that reflects the community's future vision of energy use. The development and implementation of the program lasts 24-months, and focuses on multiple stakeholders and community-defined outcomes. These outcomes could include residential energy efficiency, business custom programs, and electric vehicle charging.

The roles of Park City and the utility can be summarized in this table:

**Resource Commitment Summary
Plan Development Phase**

Park City	Rocky Mountain Power
• Single point of contact • Support in maintaining community stakeholder engagement throughout the planning process • Involvement in development and review of energy action plan content • Meeting facilities • Access to existing energy-related plans and programs • Commitment to completing the plan development and approval • Agreement that the energy plan resulting from this work will be available to the public	• Assistance identifying and recruiting stakeholders • Analysis of community energy use and program participation • Facilitation of planning sessions • Training and guidance developing goals and strategies • Documentation and delivery of the energy action plan • Commitment to completing the plan development

The project will be completed in 24 months. Updates will be provided to City Council on a regular basis. Summit Community Power Works will be engaged from the start of the project to leverage staff time and create a larger positive impact for the community.

How this could further the goals expressed in the General Plan

This program aligns with three goals expressed in the General Plan:

- **5A** Encourage development practices that decrease per capita carbon output, decrease vehicle miles traveled, increase carbon sequestration, protect significant existing vegetation and contribute to the community emission reduction goal.
- **5B** Encourage efficient infrastructure to include water conservation, energy conservation, renewable resource technology, decreased waste production, green public transit, and increased road and pathway connectivity.
- **5C** Park City Municipal Corporation will be a strong partner in efforts to reduce community GHG emissions, leading by example and providing policy guidance while promoting personal

Options for City Council to Consider

This section outlines the four options for City Council to consider. Included with the options are the pros and cons associated with adopting these options.

Option 1: Council adopt the Memorandum of Understanding (*staff recommended*)

Pros

- a. This would clarify how RMP and the City will work together to reach the City's sustainability goals with this specific project.
- b. Creates an energy action plan jointly with Rocky Mountain Power
- c. Focuses on community stakeholder engagement to craft custom solutions to accomplish the energy action plan.
- d. This MOU does not bind the City to enter into a subsequent agreement covering the implementation phase; staff will return with that request at the appropriate time.

Cons

- a. Does not include natural gas use.
- b. Commits staff and city resources (meeting rooms) to the project

Option 2: Do not sign the Memorandum of Understanding

Pros

- a. Does not commit staff or city resources.

Cons

- a. An energy action plan would require City funds to accomplish

Option 3: Modify Statement

Modify Memorandum of Understanding for RMP's review. Any modifications could then need to be approved by Rocky Mountain Power and returned to City Council for consideration if needed.

Option 4: Take no action

Council can chose to take no action for further discussion or provide a different direction.

Department Review

Sustainability, Legal and Executive

Funding Source

No funding is required at this time.

Attachment

Joint Clean Energy Cooperative Statement

Memorandum of Understanding Phase 1 – Plan Development

Luke Cartin
Park City Environmental Sustainability Manager
445 Marsac Avenue
Park City, UT 84060

Congratulations on being selected to participate in Rocky Mountain Power's **wattsmart** Communities Program. This offering is designed to provide your community with the tools and resources necessary to develop and implement an energy action plan that reflects the vision your community has for shaping future energy use and supply. Participation is intended to span 24 months with the initial months dedicated to developing a strategic energy action plan and the remaining time focused on implementing that plan.

The intent of this Memorandum of Understanding (MOU) is to confirm Park City's intent to participate in the initial plan development phase of the wattsmart Communities Program and outline the commitment that your community and Rocky Mountain Power are making to this collaborative initiative. The primary objective of this phase of the program is to develop your energy action plan.

In order to achieve this Rocky Mountain Power will provide:

- Consulting support to assist in identifying potential community stakeholders, and constructing or delivering an invitation or informational announcement regarding the planning process.
- Data analysis of community energy use and Rocky Mountain Power program participation to the extent that it is legally and technically prudent and feasible. The results can be used to identify potential opportunities to implement plan strategies. Rocky Mountain Power will attempt to integrate data provided by Park City into the analysis if feasible.
- Professional facilitation of up to 5 half-day plan development work sessions with the community stakeholder group to develop the energy action plan's vision, goals and implementation strategies.

- Assistance as needed in synthesizing the community and program data collected with the vision of the community to identify attainable goals that align with suitable strategies and tactics.
- Development of the documented energy action plan that will incorporate inputs from the stakeholder planning team and will be accessible to the community.
- Commitment to delivering an actionable and complete energy action plan within 12 months of Park City and Rocky Mountain Power signing this MOU.

Participation in the Plan Development phase of the wattsmart Communities Program requires no monetary contribution from Park City. Rocky Mountain Power will be investing time, money, and resources to assist you with your Community plan, as such, Park City, does agree to provide:

- Support from the Mayor, and/or, City Council.
- A single contact point to recruit active and engaged stakeholders, coordinate planning meeting logistics as well as distribution of deliverables, and lead participation of the community in the planning process.
 - Community staff engagement in developing workshop agendas, participating in post-workshop check-in meetings and follow-up work, and implementation planning.
- Commitment to ensuring community stakeholder engagement throughout the planning workshops. This could include consultation with key community stakeholders who may be relevant to the plan but not present on the energy action planning team, to gain input on proposed goals and strategies.
- Timely review of energy action plan document, as well as shepherding the completed plan through stakeholder review process.
 - Good-faith evaluation of the recommendations and analysis provided, as well as fair consideration of the potential strategies and tactics identified to ensure alignment with the community's goals and priorities.
- Meeting facilities to host the stakeholder group during the development of the plan.
- Identification of existing community energy plans, programs, or initiatives that could be leveraged in successful development and delivery of this plan.

- Commitment to delivering an actionable and complete energy plan within a 12 month timeframe of Park City and Rocky Mountain Power signing this MOU. Within this period Park City is committed to completing the formation of the energy action planning team and the development and approval of the energy action plan.
- Commitment to reasonably implement the energy action plan, including assignment of adequate resources and, budgets.
- Public distribution of the work products developed with the support of the Rocky Mountain Power's wattsmart Communities Program.

**Resource Commitment Summary
Plan Development Phase**

Park City	Rocky Mountain Power
• Single point of contact • Support in maintaining community stakeholder engagement throughout the planning process • Involvement in development and review of energy action plan content • Meeting facilities • Access to existing energy-related plans and programs • Commitment to completing the plan development and approval • Agreement that the energy plan resulting from this work will be available to the public	• Assistance identifying and recruiting stakeholders • Analysis of community energy use and program participation • Facilitation of planning sessions • Training and guidance developing goals and strategies • Documentation and delivery of the energy action plan • Commitment to completing the plan development

The Memorandum of Understanding for the Implementation Phase of the wattsmart Communities Program will be developed upon completion of your energy action plan and will outline your goals and the resource commitment from Rocky Mountain Power and Park City.

All communications pertaining to this agreement shall be directed to Luke Cartin, on behalf of Park City, and Chad Ambrose on behalf of Rocky Mountain Power.

Thank you again for your continued interest in Rocky Mountain Power's wattsmart Communities Program. We look forward to assisting Park City in the development of an energy action plan.

For Park City Municipal Corporation:

For Rocky Mountain Power:

Date: _____

Date: _____



DATE: December 14, 2017

TO HONORABLE MAYOR AND COUNCIL

The Applicant has begun construction on the Park City Heights subdivision which, once complete, will total 239 homes, of which 79 will be deed restricted homes for affordability/attainable and 160 market-priced units. To date, 14 homes are completed and sold to qualified households. In addition, building permits have been issued on six more Park Homes.

According to the approved PC Heights Affordable Housing Mitigation Plan ("Mitigation Plan"), 8-12 affordable homes will be delivered annually. As stated in the Mitigation Plan, the exact number "is dependent on the market absorption rate". All units permitted or completed to date remain as approved in the Mitigation Plan and no adjustments have been made to bedroom count, home type or price. Construction activity to date:

1. In 2016, the Applicant had building permits for fourteen units and ten units were completed, and
2. In 2017, four more units were completed and fourteen units sold to qualified households. In addition, the Applicant received building permits for six units that are now under construction.

In April of 2016, the Applicant submitted a proposal requesting waivers for a portion of impact and permit fees on all the affordable units, including reimbursement of fees already paid for units under construction. At that time, staff advised that the request be postponed until sales prices were approved. The Housing Authority approved the sales prices along with an amended Mitigation Plan on December 12, 2016.

The Applicant has requested that the City now consider their request for a waiver/reimbursement of up to \$5,000 in fees per affordable unit.

Respectfully:

Rhoda Stauffer, Housing Specialist



Housing Authority Staff Report

Author: Rhoda J. Stauffer, Affordable Housing Program
Subject: Park City Heights Annual Update including a Request for Fee Waivers
Date: December 14, 2017
Type of Item: Informational and Administrative

Summary

As part of the development agreement, staff is presenting an annual update on the progress of Ivory Homes' (Applicant) efforts to build 79 affordable/attainable homes at Park City Heights. In addition to this progress update, the Applicant is requesting a waiver of impact and permit fees for the future construction of affordable units as well as reimbursement of fees already paid for units under construction or completed to date.

Executive Summary

The Applicant has begun construction on the Park City Heights subdivision that, once complete, will total 239 homes, of which 79 will be deed restricted homes for affordability/attainable and 160 market-priced units. To date, fourteen homes are completed and sold to qualified households. In addition, building permits have been issued on six more Park Homes.

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Now that pricing has been approved on all units, the Applicant has requested that the City consider their request for a waiver/reimbursement of up to \$5,000 in fees per affordable unit.

The Problem

As an international resort community with world-class recreational, hotel and leisure service amenities, Park City's job market is dominated by the hospitality and leisure sector. More than 42 percent of all jobs in Summit County are in this sector. In 2016, according to Utah Department of Workforce Services, the average annual wages earned for all employment sectors was \$35,958. Wages earned in the leisure and hospitality sector averaged \$28,710 – 20 percent below the average for all jobs. These numbers are calculated per individual wage earner as compared to Area Median Income (AMI) calculated by HUD which takes into account the income of an entire household, often having two or more wage earners.

According to the Park City Board of Realtors, the median closed sale price for single family homes in the past six months in Park City is \$1.9M. The median price for condominiums in the same time period was \$717,000. For Midway and Heber City, the median price on closed sales for the same time period is \$442,000 and \$336,500 respectively. For homes in Park City to be affordable to the majority of those employed within City limits, prices would need to range between \$200,000 and \$500,000 (this range covers both affordable and attainable). Today, 80 to 85% of Park City's workforce lives outside the city limits. High home prices in Park City not only result in the need to import a high percentage of our community's workforce, it causes problems that range from increased traffic to the risk that Park City could lose vibrancy because of lack of full time residents.

Market forces do not support the construction and sale of residential units at affordable prices. There is no incentive for market builders to sell at lower prices when construction costs are so high and the market is providing such high returns.

Acronyms

AMI	Area Median Income
AUE	Affordable Unit Equivalent
CT Zone	Community Transitional Zone
HR	Housing Resolution
HUD	Federal Department of Housing and Urban Development
IHC	Intermountain Health Care
SF	Square Foot/feet
WFW	Workforce Wage

Background

The Park City Heights Master Planned Development was approved for 239 residential units of which 79 will be deed restricted for affordability. The Applicant submitted an Affordable Housing Mitigation Plan approved by the Housing Authority on July 17, 2014

and an update including pricing on December 12, 2016. On December 15, 2016, the Housing Authority approved an Amended Housing Mitigation Plan (link below) that included an approved pricing list for all 79 homes. The affordable units fall into three categories as follows:

Transferred IHC Units: There are 28 transferred IHC Units [44.78 Affordable Unit Equivalents (AUEs)] that are in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation. These units fall under Housing Resolution 17-99 that aligns affordability with 100% of Area Median Income (AMI) - \$93,060 for a family of three in 2017. Construction of 28 Park Town Homes (eight completed to date) will fulfill this requirement.

Park City Heights CT Zone: The MPD is within a CT Zone that triggers an affordable unit requirement of 20% of residential units. This comes to 16 Units (32 AUE's) and these units also fall under Housing Resolution 17-99 which aligns affordability with 100% of Area Median Income (AMI) -- \$93,060 for a family of three in 2017. Construction of 16 larger Cottage Homes will fulfill this requirement.

Additional City Affordable/Attainable: One of the expressed public purposes for the City's participation in this development is to ensure that additional affordable housing units get built. The Applicant will build an additional 35 units as part of the agreement with the City. These units fall under Housing Resolution 20-07 that aligns affordability with 150% of Park City Workforce Wage that amounts to \$85,759 for a family of three in 2017. Construction of 35 Park Homes (Six units are completed to date) will fulfill this requirement.

<u>Date</u>	<u>Item</u>
July 17, 2014	Housing Authority Staff Report
July 17, 2014	Minutes from Housing Authority meeting
December 15, 2016	Housing Authority Staff Report (Page 561)
December 15, 2016	Housing Authority Minutes (Page 14)
January 31, 2017	Housing Authority Action Letter

The approved pricing for Park City Heights affordable units, though vested under older versions of the Housing Resolution, primarily fails to meet the City's current definition of affordable housing. Instead, under the current resolution, HR 03-2017 the units only meet the need for attainable units, serving households earning between 100 and 150% of AMI.

A number of issues caused delays in the initial review and approval of building permits. Toxic dirt was discovered in early excavation and coming to agreement on design guidelines were two early road blocks. (The applicant entered into the Utah Department of Environmental Quality's Voluntary Cleanup Program and completed the cleanup prior to construction.) Another issue that delayed applications for additional building permits was the fact that pricing was still under negotiation and the Applicant couldn't proceed with more than the initial fourteen units until they knew what pricing they would be

working with. The chart below tracks the timing from applications for permits to certificate of occupancy.

Year	Applications	Permits	Certificate of Occupancy	Applicable Resolution	Completed		Total
					17-99	20-07	
2014	9/18	4/3		4 Park Townhomes under 17-99			0
2014	11/3			6 Park Homes under 20-07			0
2015		6/30 & 7/17		6 Park Homes under 20-07			0
2015	11/11			4 Park Townhomes under 17-99			0
2016		1/11		4 Park Townhomes under 17-99			0
2016			6/23 & 8/1	6 Park Homes under 20-07		6	6
2016			9/13	4 Park Townhomes under 17-99	4		4
2017			3/16	4 Park Townhomes under 17-99	4		4
2017	7/17 & 18	9/7 & 8		6 Park Homes under 20-07			0
Totals					8	6	14
Total to be completed					44	35	79
Balance Remaining					36	29	65

As a result, the Applicant has not produced the agreed-upon number of units each year. However, since the initial delays, in some years the Applicant completed more units than agreed to and the next year less than agreed to. On average, with the 2018 projections in Exhibit B, the Applicant will have completed 9+ units annually and will be back on-schedule.

Since 2016, fourteen units have been completed which is two units short of the 8-12 units per year commitment. The Applicant does have six additional Park Homes currently under construction and scheduled for completion in the Spring of 2018. Two Park Town Home buildings (total of eight units) are anticipated to be completed in 2018 and another six Park Home permits pulled by the end of 2018 for completion in 2019. If these projections are successful, the total completed by the end of 2018 will be 28 units (12 Park Homes and 16 Park Town Homes).

The Applicant has remained compliant with the approved plan worked out with staff for the approval of qualified buyers for the completed homes. Households were ranked in order of where they worked (IHC received preference for a portion of the initial release) and how long they had been employed within the Park City School District Boundaries. An example of homebuyer profiles includes: teachers, IHC nurses, city employees, hair dressers, dentists, local ski enterprises and industries, and a mortgage underwriter.

Request for a waiver of Impact fees:

The Applicant submitted a letter on April 27, 2016 requesting a waiver of the Impact fees on the fourteen units. At that time, staff advised the Applicant that final prices would need to be in place before fee waivers could be considered. The Applicant agreed to postpone until completing the negotiations on unit pricing. The Housing

Authority approved the sales prices along with an amended Mitigation Plan on December 12, 2017. The [staff report](#) (pg. 561) is attached [here](#) and the [Action Letter](#) [here](#). The Applicant is now requesting that the City consider their request for a waiver/reimbursement of up to \$5,000 in fees per affordable unit.

In accordance with Municipal Code, City Council has the authority to consider requests for fee waivers. The Housing Resolutions provide guidance for making the decision on affordable housing projects. The Park City Heights project is vested in development agreements signed under HR17-99 and HR20-07. HR17-99 is silent on fee waivers and HR20-07 states as follows:

SECTION 7. FEE WAIVERS. *Section 11-12-13 of the Municipal Code provides that “any part of the fees included in this Title may be waived by the City Council upon recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring the payment of such fees, **such as low income housing projects.**” Pursuant to Section 11-13-4(A) of the Municipal Code, the City Council can waive impact fees for construction of affordable housing up to \$5,000 per unit.*

Municipal Code 11-13-4(A) also addresses impact fee waivers and states “The City Council may waive Impact Fees for: A. Construction of affordable housing up to \$5,000 per unit”. According to the Applicant, the fees eligible for waiver on the first fourteen units totaled to \$60,130 (see page two of Exhibit A attached). The Applicant is requesting reimbursement of those fees already paid. Staff has detailed the itemized fee records for each of the units below:

Parks, Police & Streets Fees				
Unit #	SF	BED	Sale Price	Fee Waiver requested
Park Town Home #25	1,714	3	\$ 319,900	\$ 3,935
Park Town Home #26	1,580	2	\$ 249,900	\$ 3,935
Park Town Home #27	1,580	3	\$ 297,900	\$ 3,935
Park Town Home #28	1,917	3	\$ 329,900	\$ 3,935
Park Town Home #9	1,580	3	\$ 329,900	\$ 3,935
Park Town Home #10	1,917	3	\$ 359,900	\$ 3,935
Park Town Home #11	1,714	3	\$ 349,900	\$ 3,935
Park Town Home #12	1,580	2	\$ 299,900	\$ 3,935
Park Home #1	3,263	3	\$ 375,179	\$ 4,775
Park Home #2	2,670	3	\$ 375,179	\$ 4,775
Park Home #3	2,966	3	\$ 375,179	\$ 4,775
Park Home #10	3,263	3	\$ 375,179	\$ 4,775
Park Home #11	2,670	3	\$ 375,179	\$ 4,775
Park Home #12	2,966	3	\$ 375,179	\$ 4,775
Total Reimbursement requested				\$ 60,130

Extrapolating from the chart above, staff has estimated total parks, police and streets impact fees for the entire project (79 units) based on projected SF averages for each unit type and current level of fee assessment. The total request over the next five years would be a minimum of \$407,117 but almost certainly higher based on the likelihood that construction costs will continue rising.

The pricing plan for all 79 deed restricted units aligns with Council’s goal to meet the housing needs of **attainable and/or middle class** households. It however does not qualify as **low-income** – as is required in Section 7 of HR 20-07. HUD’s definition of “low-income” is earning no more than 80% of AMI. According to the pricing agreement negotiated by the Applicant with the Housing Authority at their December 15, 2016 meeting, only three of the 79 homes are priced at a level that qualifies as “low-income”. Pricing maximums are listed in the chart below in accordance with family size.

Analysis of PC Heights units at Low-Income prices				
Unit/Household Size	# of units	80% AMI Annual Income	Maximum Price	# of units at or below
Two Bedroom – 3 people	7	\$ 74,448	\$ 288,300	1
Three Bedroom – 4 people	46	\$ 82,720	\$ 320,333	2
Four Bedroom – 5 people	26	\$ 89,338	\$ 345,960	0
Total	79			3

Three units that meet affordability at 80% of AMI				
Unit #	SF	BED	Sale Price	Fee Waiver requested
Park Town Home #25	1,714	3	\$ 319,900	\$ 3,935
Park Town Home #26	1,580	2	\$ 249,900	\$ 3,935
Park Town Home #27	1,580	3	\$ 297,900	\$ 3,935

In addition, HR20-07 Section 7 stipulates that to qualify for fee waivers, projects must be “*deemed to serve a beneficial public purpose*” and staff recognizes Park City Heights as such a project. However, the project would have to be “*harmed by the City requiring the payment of such fee.*” Staff feels that the reduced profit margin on the deed restricted homes added to the profits projected on 160 market homes does not constitute “harm” and thus doesn’t meet the intent of Section 7.

Once the pricing was set in December of 2016, staff’s analysis was that the project no longer qualifies for fee waivers. Were the pricing on the deed restricted homes set to meet lower income households – specifically between 60-80% of AMI – staff would have cause to support fee waivers.

Recent Housing Resolution Amendment

As a point of note, City Council updated the fee waiver language in adoption of HR 03-2017 on February 16, 2017. Linked here are the [staff report](#) (Page 85) and [minutes](#)

(Page 7) of that meeting. In [Resolution 03-2017](#), linked here, Section 7 is amended as follows:

SECTION 7. FEE WAIVERS. *Title 11, Chapter 12-13 of the Municipal Code provides that “any part of the fees included in this Title may be waived by the City Council upon recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring the payment of such fees, such as low income housing projects.” Pursuant to Title 11, Chapter 13-4(A) of the Municipal Code, the City Council can waive impact fees for construction of affordable housing.*

Affordable housing projects that are in fulfillment of housing obligations resulting from development agreements in Annexations or MPDs are not eligible for fee waivers.

The \$5,000 waiver limit is removed in both the Resolution and the Municipal Code and an additional rule added: projects fulfilling a housing obligation of Annexation and MPD development agreements are no longer eligible for waivers.

Although Park City Heights is vested under prior Housing Resolutions, the following scenario is of note. Were it vested under HR03-2017, the guidance on fee waivers is as follows:

- Park Town Homes and Cottage Homes are no longer eligible for fee waivers since they are in fulfillment of housing obligations: Park Town Homes are transferred IHC housing obligations and the Cottage Homes are in fulfillment of the housing obligation associated with the Park City Heights CT Zone (20% of residential units).
- All Park Homes (35) would be eligible for fee waivers without limit. The table below illustrates impact and permit fees for the most recent permit submittals. A waiver of all fees on these six units would total to \$107,872.
- Although fees will not remain static in future years, the chart below can provide an example estimate for what could be requested under the guidance of HR03-2017: \$629,255 over the life of a similar project.

Total Cost of DR Permits issued in July of 2017				
Unit #	SF	BED	Sale Price	Total Fees
Park Home #4	2,966	3	\$ 438,500	\$ 17,701
Park Home #5	2,670	3	\$ 438,500	\$ 16,669
Park Home #6	3,329	4	\$ 465,900	\$ 19,485
Park Home #7	2,966	3	\$ 438,500	\$ 17,681
Park Home #8	2,578	3	\$ 438,500	\$ 16,962
Park Home #9	3,329	4	\$ 465,900	\$ 19,375
Total fees			\$	107,872

Alternatives for City Council to Consider

1. **Alternative 1 - Recommended Alternative:** Deny request for fee waivers on 79 deed restricted units at Park City Heights.

Pros

- a. Does not reduce revenue for Building, Planning and Engineering budgets
- b. Is consistent with the guidance in HR20-07.

Cons

- a. Is not consistent with current Housing Resolution

Consequences of Choosing This Alternative

The project would be consistent with the current Housing Resolution. The project will not have a negative impact on City budgets (building, planning and engineering).

- 2. Null Alternative – Alternative 2:** Doing nothing will likely have the same effect as the recommended alternative.
- 3. Alternative 3:** Grant the Applicant's request for fee waivers on deed restricted homes at Park City Heights with a caveat that the value of the waiver be passed through to the qualified buyers.

Pros

- a. Potential for providing financial assistance to qualified buyers.

Cons

- a. Not consistent with the applicable Housing Resolution.

Analysis

Park City Heights is contributing to one of Council's Critical Priorities: Affordable, Attainable and Middle Income Housing. The 79 deed restricted units at Park City Heights will also contribute to Council's goal of 800 additional affordable housing units by 2026. In addition, the units completed to date (14) and those projected for completion by 2019 (20 units) will contribute to Council's interim goal of 220 units by the year 2020.

Building here also carries a 'Park City premium'. 1450 Park Avenue is costing \$303 per SF and Central Park Condominiums is costing \$431 per SF. This range of costs per SF when multiplied by 900 SF totals to between \$272,988 and \$387,900 for one AUE. This means that to price these units affordable to households at 80% of AMI would be break even at best and in most cases require a subsidy, an added disincentive for private developers.

As a result of the factors listed above, the recommendations of the 2015 Affordable Housing Blue Ribbon Commission and the recent work of an interdisciplinary staff committee, City Council removed the \$5,000 limit for waiving permitting and impact fees for the development of low income housing. The caveat was added that housing developed as a result of housing obligations stemming from development agreements are not eligible for fee waivers.

The pricing plan for all of the Park Homes and Cottage Homes aligns with Council's goal to meet the housing needs of attainable and/or middle class households. It however does not qualify as low-income – as is required in Section 7 HR20-07.

How this work furthers the goals of the General Plan

Goal seven of the General Plan states “Create a diversity of primary housing opportunities to address the changing needs of residents” and goal eight states: “increase affordable housing opportunities and associated services for the workforce of Park City” ([Link here to pages 70-77 of the Sense of Community section of the General Plan](#)) All efforts and issues identified here are to increase the number of units affordable to members of Park City's workforce. General Plan objectives that are addressed by this work include:

- 7A - Increase diversity of housing stock to fill void within housing inventory.
- 7E - Create housing opportunities for the city's aging population.
- 8A - Provide increased housing opportunities that are affordable to a wide range of income levels.
- 8C - Increase housing ownership opportunities for workforce within primary residential neighborhoods.

Department Review

Community Development, Legal and the City Manager have reviewed this report.

Funding Source

Building Department budgets will be impacted if fee waivers are approved.

Addendum

Exhibit A – Letter from Applicant requesting fee waivers

Exhibit B – Chart provided by Applicant projecting 2018 pipeline

IVORY HOMES

3340 North Center Street • Lehi, Utah 84043 • (801) 407-6800 • Fax (801) 407-6880

April 27, 2016

Rhoda Stauffer
Housing Specialist
Park City Municipal Corporation
Via Email
RE: Park City Heights Impact Fee Waiver

Dear Ms. Stauffer:

As you are aware the Park City Heights project is now well under way and we have started construction of 14 of the 79 homes that are “affordable” or “attainable” according to the approvals of the Park City Heights development agreement and plat approval. In the Park City Municipal Code, under Title 11 it reads as follows:

- 11-13- 4. WAIVER.
The City Council may waive Impact Fees for:
(A) Construction of affordable housing,
up to \$5,000 per unit;
(B) Construction of a public facility.
- “11-12-13. EXCEPTIONS. Any part of any of the fees included in this Title may be waived by the City Council upon the recommendation of the City Manager for those projects, which are deemed to serve a beneficial public purpose that would be harmed by the City requiring payment of such fees, such as low income housing projects”.

Based upon these sections of the code, and in order to allow Ivory to sell units at a more affordable basis, we herewith submit this request to waive the following impact fees for the Park City Heights affordable and attainable units based upon the schedule contained in Title 11 of the City Code as it is amended from time to time:

Single Family Homes	Parks Fee	Police	Roads	Total
Average Unit	\$3855	\$605	\$315	\$4,775
Less than 3,000sf:	\$1925	\$300	\$155	\$2380
Unit More than 5,000sf	\$5780	\$910	\$470	\$5,000 (Max)

Multi Family				
Average Unit:	\$3150	\$495	\$290	\$3935
Less than 2000sf:	\$1575	\$245	\$145	\$1965
Greater than 2000sf:	\$4725	\$740	\$435	\$5,000 (Max)

Ivory has already pulled permits for the first fourteen (14) affordable, including six (6) units of Park Single Family Homes on lots 1, 2, 3, 10, 11, and 12 and eight (8) units of Park Multi Family homes T-9 through T-12 and lots T25 through T28. In conjunction with the issuance of those permits, Ivory has paid \$60,130.00 in Parks, Public Safety, and Road impact fees on the above 14 units.

We are requesting that Park City reimburse Ivory \$60,130.00 for these impact fees as well as all future impact fees on the affordable and attainable lots contained within the Park City Heights project. Please let us know when we can be placed on the City Council agenda for review and consideration of this request.

Best regards,
Ivory Development LLC



Bradley T. Mackay, P.E.
Senior Project Manager

Closed Affordable (Townhome) Park Homes (2017)									
UNIT NUMBER	Plan	Finished SQ. FT	Unfinished SQ. FT	Total SQ. FT	# OF BED	PURCHASE PRICE	Agreement Date	Closing Date	Notes
T-25	Vancouver	1267	447	1714	3	\$319,900	1/2/2017	2/13/2017	
T-26	Bellevue	1133	447	1580	2	\$249,900	1/2/2017	2/10/2017	
T-27	Bellevue	1448	132	1580	3	\$297,900	2/15/2017	3/23/2017	
T-28	Olympia	1389	528	1917	3	\$329,900	12/31/2016	2/7/2017	
T-9	Bellevue	1448	132	1580	3	\$329,900	1/7/2017	3/23/2017	Vancouver planned for T-9 moved to T-11 for improved neighborhood athletics.
T-10	Olympia	1389	528	1917	3	\$359,900	6/9/2017	7/25/2017	Olympia planned for T-12 moved to T-10 for improved neighborhood athletics.
T-11	Vancouver	1267	447	1714	3	\$349,900	3/4/2017	4/6/2017	Bellevue planned for T-11 moved to T-9 for improved neighborhood athletics.
T-12	Bellevue	1133	447	1580	2	\$299,900	1/9/2017	3/20/2017	Bellevue planned for T-10 moved to T-12 for improved neighborhood athletics.

\$2,537,200

Closed Affordable (Single Family) Park Homes (2017)									
LOT NUMBER	Plan	Finished SQ. FT	Unfinished SQ. FT	Total SQ. FT	# OF BED	PURCHASE PRICE	Agreement Date	Closing Date	Notes
1	Paramount (Mountain)	1911	1352	3263	3	\$375,179	12/26/2016	1/24/2017	
2	Piedmont (Mountain)	1737	933	2670	3	\$375,179	12/26/2016	1/25/2017	
3	Palisades (Mountain)	2096	870	2966	3	\$375,179	12/22/2016	1/27/2017	
10	Paramount (Mountain)	1911	1352	3263	3	\$375,179	12/28/2016	1/24/2017	
11	Piedmont (Mountain)	1737	933	2670	3	\$375,179	3/10/2017	5/31/2017	
12	Palisades (Mountain)	2096	870	2966	3	\$375,179	12/22/2016	1/18/2017	

\$2,251,074

Affordable (Single Family) Park Homes Under Construction (Anticipated Completion 2018)									
LOT NUMBER	Plan	Finished SQ. FT	Unfinished SQ. FT	Total SQ. FT	# OF BED	PURCHASE PRICE			Notes
4	Palisades	2096	870	2966	3	\$438,500			Paramount planned for lot 4 does not fit. Moved to lot 6.
5	Piedmont	1737	933	2670	3	\$438,500			
6	Paramount	1911	1352	3329	4	\$465,900			Palisades planned for lot 6 moved to lot 4.
7	Palisades	2096	870	2966	3	\$438,500			Paramount planned for lot 7 does not fit. Moved to lot 9.
8	Piedmont	1737	841	2578	3	\$438,500			
9	Paramount	1911	1352	3329	4	\$465,900			Palisades planned on lot 9 moved to lot 7.
						\$2,685,800			

Affordable (Townhome) Park Homes (Anticipated Completion 2018)									
UNIT NUMBER	Plan	Finished SQ. FT	Unfinished SQ. FT	Total SQ. FT	# OF BED	PURCHASE PRICE			Notes
T-1	Bellevue	1448	132	1580	3	\$329,900			Vancouver planned for T-1 moved to T-3 for improved neighborhood athletics.
T-2	Olympia	1389	528	1917	3	\$359,900			Bellevue planned for T-2 moved to T-4 for improved neighborhood athletics.
T-3	Vancouver	1267	447	1714	3	\$349,900			Bellevue planned for T-3 moved to T-1 for improved neighborhood athletics.
T-4	Bellevue	1133	447	1580	2	\$299,900			Olympia planned for T-4 moved to T-2 for improved neighborhood athletics.
T-5	Vancouver	1267	447	1714	3	\$349,900			
T-6	Bellevue	1133	447	1580	2	\$299,900			
T-7	Bellevue	1448	132	1580	3	\$329,900			
T-8	Olympia	1389	528	1917	3	\$359,900			
						\$2,679,200			

Affordable (Single Family) Park Homes Under Construction (In Design Process for 2019 Delivery)									
LOT NUMBER	Plan	Finished SQ. FT	Unfinished SQ. FT	Total SQ. FT	# OF BED	PURCHASE PRICE			Notes
16	Paramount	1911	1352	3329	4	\$465,900			
17	Piedmont	1737	933	2670	3	\$438,500			
18	Piedmont	1737	933	2670	3	\$438,500			
19	Palisades	2096	870	2966	3	\$438,500			Paramont planned for lot 19 does not fit. Moved to lot 21.
20	Palisades	2096	870	2966	3	\$438,500			
21	Paramount	1911	1352	3329	4	\$465,900			Palisades moved to lot 19.
						\$2,685,800			

Number of Affordable Units Per Year		TH (2 Bedroom)	TH (3 Bedroom)	PH (3 Bedroom)	PH (4 Bedroom)	Cottages (4 bedroom)	Total
(closed)	2017 (closed)	2	6	6	0	0	14
(anticipated)	2018 (anticipated)	2	6	4	2	0	14
	Total Anticipated by End of 2018	4	12	10	2	0	28
	Remaining to Build Project	3	9	15	14	16	51