PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
December 11, 2018

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Tuesday, December 11, 2018.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:30 p.m. - FY2019 Adjusted Budget Discussion
Adjusted Budget Staff Report
Adjusted Budget Adoption Ordinance FY 2019
Budget Summary

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Construction and Development and Impact Fee Waivers: Policy and Title 11 Code Amendments
Fee Waiver Policy Staff Report
Attachment A: Fee Policy

2. Parking Outreach Plan
Parking Outreach Plan Staff Report
Attachment A: Parking Outreach Flier
Attachment B: Residential Permit Zone G Map

3. Main Street District National Register of Historic Places Boundary Expansion
Main Street National Register Historic District Expansion Staff Report
Exhibit A: Main Street Historic District Expansion Letter

4. Bonanza Flat Update
Bonanza Flat Update

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 15 and 20, 2018
November 15, 2018 Minutes
November 20, 2018 Minutes

V. CONSENT AGENDA

1. Request to Approve Single Event Temporary Liquor License Approvals for Operation During the 2019 Sundance Film Festival
Liquor License Staff Report
Exhibit A: Liquor License List
Exhibit B: Liquor License Map

2. Request to Approve Type 2 Convention Sales License Applications for Operation During the 2019 Sundance Film Festival
Convention Sales License Staff Report
Exhibit A: CSL List
Exhibit B: CSL Location Map

3. Request to Approve the Third Amendment to the Current Kimball Art Center Lease for the Property Located at 1401 Kearns Boulevard
Kimball Art Center Lease Amendment Staff Report
Exhibit A: Kimball Art Center Third Amendment to Lease

4. Request to Authorize the City Manager to Enter into a Professional Services Agreement between Park City Municipal Corporation and Host Compliance, LLC for Short Term Rental (STR) Inventory, Compliance and Analytic Services in a Form Approved by the City Attorney, Not to Exceed $60,000
Short Term Rental Staff Report
Attachment A: RFP Short Term Rentals
Attachment B: Host Compliance Proposal
Attachment C: Host Compliance Draft Agreement
Attachment D: Short Term Rental Provider Selection Process

VI. OLD BUSINESS

1. Consideration of an Amendment to the Existing Contract with Triple Crown Sports (TCS) to Reflect a Date Change for the Event in 2019 and 2020
(A) Public Input (B) Action
Triple Crown Date Change Request Staff Report

Exhibit A: Triple Crown Draft Contract

VII. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2018-63, an Ordinance Adopting a Revised Budget for FY 2019 for Park City Municipal Corporation and Its Related Agencies (A) Public Hearing (B) Action
   Adjusted Budget Adoption Ordinance FY 2019.docx
   Budget Summary

2. Consideration to Approve Ordinance 2018-64, an Ordinance Approving an Extension of Approval of the Second Amendment to the First Amended and Restated Nakoma Condominium Plat, Located at 11, 14, 17 and 24 Nakoma Terrace
   (A) Public Hearing (B) Action
   Nakoma Condo Second Amended Plat Staff Report and Ordinance
   Exhibit A: Amended Nakoma Condo Plat

3. Request to Authorize the City Manager to Approve the First Amendment to the Granicus Service Agreement between Granicus, LLC and Park City Municipal for the Purpose of Adding Closed Captioning to the Live Stream Audio for City Council Meetings in 2019, in a Form Approved by the City Attorney, in the Amount of $19,250.00
   (A) Public Input (B) Action
   Closed Captioning Service Staff Report
   Closed Captioning Addendum to Contract

VIII. 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

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Agenda Item No:

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Jed Briggs
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
5:30 p.m. - FY2019 Adjusted Budget Discussion

Suggested Action:
Staff recommends adopting the a Fiscal Year 2019 Adjusted Budget with changes as outlined in this staff report and attached budget summaries. During the Mid-year Council Strategic Planning Retreat in July earlier this year, Council members were asked to prioritize one area to focus on over the next year or so. During the November 28 Council meeting, Council gave direction on certain positions that could better fulfill these areas of focus, (e.g., community engagement, social equity, and community development customer service). Staff is also recommending a few other changes based off of current needs.

Attachments:
Adjusted Budget Staff Report

Adjusted Budget Adoption Ordinance FY 2019

Budget Summary

City Council
Staff Report

Subject:	**FY19 Adjusted Budget Adoption**
Authors:	**Nate Rockwood & Jed Briggs**
Department:	**Budget, Debt, & Grants**
Date:	**December 11, 2018**
Type of Item:	**Informational**

Changes to this report since it was initially published are shown in green

Summary Recommendation

Staff recommends adopting the a Fiscal Year 2019 Adjusted Budget with changes as outlined in this staff report and attached budget summaries. During the Mid-year Council Strategic Planning Retreat in July earlier this year, Council members were asked to prioritize one area to focus on over the next year or so. During the November 28 Council meeting, Council gave direction on certain positions that could better fulfill these areas of focus, (e.g., community engagement, social equity, and community development customer service). Staff is also recommending a few other changes based off of current needs.

We have modified two positions in this report since it was initially published. Should Council wish to have additional time to consider these roles, Council can consider either:

a) continue this full report to the January 8 meeting when all of Council is expected to be present; or
b) Council could give staff a go ahead on some of the positions and formal approval of the modified budget at the January 8, 2018 meeting. This will allow staff to begin to advertise for roles such as the Community Engagement Liaison and simply move forward on others, such as Pilot Program to hire people with Developmental Disabilities.

Background

Normally, the City opens up the budget to change it once a year during the budget process (May-June). At times, the City has opened up the budget to make changes that seemed necessary and appropriate given a change in circumstances, prioritization or department reorganization. This year staff is recommending to adopt a modified budget for the fiscal year 2019 to meet evolving needs and specific Council goals and concerns discussed during the Mid-year Council Strategic Planning Retreat. While staff pursued budget neutral options for every recommended position, in some cases there is a cost increase. Staff recommends Council hold a public hearing and vote on an adjusted budget adoption.

Analysis

Community Engagement

It’s imperative in today’s day and age that the City have an engagement platform that matches all of our community’s diverse needs and myriad of communication methods. The ability to improve in these areas requires greater commitment and a more unified strategy. Staff believes that effective communications will increase engagement, sense of community, and create a better understanding and ownership of community goals and initiatives. This will provide Council with more feedback for making policy decisions. Clarity and consistently will build trust and confidence in the public process.

Community Liaison
Full-time position focused on community engagement

- No social equity-specific component to this role
- “Boots on the Ground” direct outreach role with Main Street businesses; support Special Events with direct community engagement and other similar face-to-face outreach
- Collaboratively develops new models of engagement and outreach to further strengthen the connection between residents/stakeholders and the City
- Assists with scheduling, organization, promotion and support of community outreach projects and events including open houses, community meetings, council Q&A sessions, city-related special events
- Works with City departments to ensure consistent and uniform messaging

New Budget Impact: $0 – This position is being repurposed from existing Community Liaison position.

Social Equity:
Pilot Program to hire people with Developmental Disabilities
The City is looking at creating a Pilot Program for providing jobs for individuals with developmental disabilities by offering job choice options that would allow for very flexible hours for several individuals weekly. While positions may offer employment for 8-15 hours per week per position, we want to work with parents and potential employees to develop this Pilot Program. The City would work together with the aforementioned parents and potential employees as well as and the Lucky Ones Coffee Shop and The National Ability Center to find individuals based on skills and abilities relevant for the City’s needs. Staff is currently asking departments about areas in where these individuals could potentially work. These positions would not be paid from the department budget, and would be an add-on to current staffing.

Some examples might be:

- Mobility Bus Transit Host - This position would ride the bus, welcome riders, talk to other riders, and bid them farewell upon reaching their destinations.
- MARC Child Care – This position would assist current staffing in playing with children in drop off child care.

New Budget Impact: $25k – This proposal pegs the hourly rate at $15/hour for multiple individuals, which would add $25,000 to the budget.

Social Equity Contract Funding
Having a community critical priority requires enhanced services from what the City has provided before. As we continue the push to improve social equity we’ve recognized the need for help with regards to training, translation, and project assistance. Staff is

recommending an increase to the budget of $35k to help facilitate these endeavors in the following areas:

- Advisement and training to internal social equity task force and City staff on social equity issues, best practices, current trends, strategic planning, etc.;
- Document translation for appropriate City records, outreach materials, and marketing;
- In-person translation for social equity or other community events with Spanish speakers;
- Assistance with project planning and execution of internal social equity initiatives.

New Budget Impact: $35,000 increase to the General Fund.

Customer Liaison *(exact title TDB, staff will consult with Mayor on final title)*
A new position focused on improving customer service for customers with specific concerns or supporting them in the navigation of City processes. The position will be part of the Executive Department and will report to the Assistant City Manager. Initially this will be a new resource to help to enhance customer service for City permitting and regulatory processes (e.g., clarity, consistency, response times, etc.); reduce friction and confusion; create a one-stop help desk/person; streamline the permitting process; and develop trust with the community. Overall, this position would focus on three areas:

- Customer Engagement (High Touch) – Enhance customer experience with a clear and friendly process—support them so they feel like they're always on the same page with the City. Guide them thought the application processes. Able to help with other City functions: a one stop for any questions.
- Community Outreach/Education – Guide and inform community members in their City interactions; solicit input from "frequent flyers", (e.g., developers, architects, attorneys, business owners, etc. who commonly conduct business with CDD) Observe and identify opportunities for process improvement and any systemic issues which may exist.
- Efficiency – Work to make the permitting process efficient, clear and consistent. Use effective software to ensure transparency and accuracy in the process.

New Budget Impact: $0 – Paid for with an increase in community development fees.

Transit
In April of this year the Transit Department went through a staff reorganization. New positions were repurposed with a small budget increase, however they have yet to be adopted as part of the budget process. Temporary reorganizations are allowed outside the budget process but eventually need to be adopted, which is why staff is recommending to do that now.

While the previous Transit structure had served the City well for decades, this past year we began to see a need and opportunity for a revised organizational structure. To maintain and improve upon our current levels of service, a realignment provides a strong foundation that better position the department to address all of the improvements made in the past few years – and to take on new challenges. One of the key features of the Transit reorganization is greater involvement of all Transit Department staff in making changes within the organization.

The functions of administration, transit operations, and transit quality and maintenance services will now be divided into different teams in order to allow for greater organizational specialization. The realignment will focus on three key areas:

- Increased support for our transit employees – including better training, scheduling efficiencies, professional development opportunities, and more;
- Excellence in customer engagement – Increasing service reliability and elevating the rider experience; and
- Improvements to transit operations - Employing innovative technology for route analysis, increasing community outreach, and improving our fleet maintenance.
- New Positions: Transit System Manager, Transit Quality Manager, and Transit Business Manager
- Replaced Positions: Business Operations Manager, Transit Operations Team Leader, and Transit Administrations Manager.

New Budget Impact: $9,341 in the Transit Fund.

Transit is also requesting to increase a contact service line by $432,975 for battery leases. This will be covered through the County Transit contract.

Redevelopment and Capital Management

The current budget adjustment includes a reorganization of the Budget, Debt and Grants department. The reorganization eliminates the Capital Budget, Debt and Grants Manager position. It includes the creation of a Director of Redevelopment and Capital Management position which will be responsible for management of the following departments or authorities:

- Park City Redevelopment Authority including the Main Street and Lower Park RDA and any future Community Reinvestment Areas (CRA) or other tax increment financing and related projects or developments.
- Office of Capital Management which includes the oversight of the 5-year Capital Improvement Plan, Debt Issuance and Management, and special financing options including use of Community Reinvestment Areas, Special Assessment Areas, Park City Housing Authority and other special financing tools or public/private partnerships.
- Arts and Culture Department - Based on recommendations from the Webb Management Arts and Culture District Plan presented to City Council in Dec. of 2017, recommendations of Project ABC and the progress made to date on the development of the Park City Arts and Culture District, staff is recommending the creation of an Arts and Culture Department. The department will develop and oversee strategic direction of Arts and Culture in the Park City community by working with the City Council, city staff and nonprofit partners to develop short and long-term, mission-focused strategic goals, and translate them into action items which will set the future course and success of the City's arts and culture initiatives. The department will oversee operational and programing management and creation of all arts and culture initiatives by the City throughout the community and within the Bonanza Park Arts and Culture District.
- It is anticipated that once the Arts and Culture District is completed, the operations and programing of the district will require a full department staff similar to other programed municipal facilities such as the Library or MARC. As the district is developed staff is recommending the creation now of an Arts and Culture Manager. Arts and Culture Manager will

be responsible for the operation and management of the Arts and Culture Department and the general operational, programing and facility management of the Park City Arts and Culture District. This position will work under the supervision of the Director of Redevelopment and Capital Management. The position will participate in all aspects of the design and creation of the Arts and Culture District, with an eye trained specifically on the future operations, programing and coordination of the district facilities throughout the design and development process.

- The recommended budget adjustment also includes a Redevelopment and Capital Management analyst position which will provide financial and policy analysis for the departments. The budget for the analyst position will be split evenly between the Park City Redevelopment Authority, Office of Capital Management and Arts and Culture Department.

New Budget Impact: $0 - Funds for the Director of Redevelopment and Capital Management, Arts and Culture Manager, and analyst position are currently in the budget in the RDA, Budget Department and Arts and Culture Department (Municipal Transient Room Tax). These positions can be funded through reallocations of current funds and do not represent an overall budget increase to city funds.

Budget, Strategic Planning & Social Equity *(exact title TBD)*

Staff is recommending replacing the current Budget Operations and Strategic Planning Manager with a role to more accurately reflect the increased responsibilities of this role. This position will be responsible for progress in the following areas: operating budget, strategic planning and social equity,

- Operating Budget – Under direction of City Manager manages all aspects of the annual operating budget process, including development of department budgets and programs, testing and maintenance of budget software, creation of budget documents, and presentation to management and City Council. This position would take over revenue/resource management, special service contracts, and citywide grants (excluding Transit), which were previously administered by the Capital Budget, Grants, and Debt Manager.
- Strategic Planning – Under direction from City Manager responsible for working with Council to continually define the City's strategic and long-range goals and priorities. Works with departments to define their own goals, action items, and performance measures in conjunction with the City's overall strategic plan.
- Social Equity - Work with City leadership, staff, and community stakeholders to analyze, recommend, create and maintain programs, policies and practices associated with social equity, diversity, and inclusion.

New Budget Impact: $0 - Funds for this role would come from the savings of defunding the Capital Budget, Debt, and Grants Manager out of the General Fund as the Director of Redevelopment and Capital Management would be paid out of the RDA and Arts and Culture Department (Municipal Transient Room Tax).

Decrease Golf Self-Insurance IFT by $8,059

This is a budget correction. The Golf Fund was being charged too much based off of an incorrect calculation. This will fix that error.

This report has been reviewed by the Budget, Legal, and City Manager departments.

Attachments:
A – Adjusted Budget Adoption Ordinance
B – Budget Summaries

Ordinance No. 2018-63

ORDINANCE ADOPTING AN ADJUSTED BUDGET FOR FY 2019 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.

WHEREAS, the Utah State law requires that city budgets be adopted by ordinance: and;

WHEREAS, a public hearing was held on December 11, 2018 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. 2019 ADJUSTED BUDGET ADOPTED. The budget as outlined in the City Council Adopted Budget adopted on June 21, 2018 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Adjusted FY 2019 Operating Budget for Park City Municipal Corporation and its related agencies.

SECTION 4. EFFECTIVE DATE. Section 1 for the 2019 Adjusted Budget shall take effect upon publication.

PASSED AND ADOPTED this 11th day of December, 2018.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Andy Beerman

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

Expenditure Summary by Fund and Major Object (FY 2019 Original Budget)

Description	Personnel FY 2019	Mat, Supplies, Services FY 2019	Capital FY 2019	Debt Service FY 2019	Contingency FY 2019	Sub - Total FY 2019	Interfund Transfer FY 2019	Ending Balance FY 2019	Total FY 2019
Park City Municipal Corporation									
011 GENERAL FUND	$22,414,429	$8,585,683	$407,978	$0	$340,000	$31,748,090	$4,901,445	$12,581,450	$49,230,985
012 QUINNS RECREATION COMPLEX	$921,758	$355,815	$6,000	$0	$0	$1,283,573	$0	$-4,878,112	$-3,594,539
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0	$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$0	$0	$0	$0	$0	$0	$0
031 CAPITAL IMPROVEMENT FUND	$0	$0	$65,868,694	$0	$0	$65,868,694	$3,345,387	$74,204,665	$143,418,746
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,325,600	$0	$0	$1,325,600	$0	$950,811	$2,276,411
051 WATER FUND	$3,232,386	$3,729,138	$17,085,809	$4,517,579	$100,000	$28,664,912	$1,720,745	$8,119,624	$38,505,281
052 STORM WATER FUND	$699,711	$308,000	$235,350	$0	$0	$1,243,061	$104,000	$8,524,256	$9,871,317
055 GOLF COURSE FUND	$958,936	$447,810	$114,565	$32,377	$0	$1,553,688	$142,910	$1,119,136	$2,815,734
057 TRANSPORTATION & PARKING FUND	$10,383,394	$2,554,794	$8,685,894	$0	$0	$21,624,082	$3,028,741	$13,928,040	$38,580,863
062 FLEET SERVICES FUND	$992,706	$1,551,530	$10,000	$0	$0	$2,554,236	$0	$1,217,443	$3,771,679
064 SELF INSURANCE FUND	$0	$1,576,500	$0	$0	$0	$1,576,500	$0	$48,212	$1,624,712
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$5,034,465	$0	$5,034,465	$0	$7,177,001	$12,211,466
071 DEBT SERVICE FUND	$0	$0	$0	$6,043,635	$0	$6,043,635	$0	$739,258	$6,782,893
Total Park City Municipal Corporation	**$39,603,320**	**$19,109,270**	**$93,739,890**	**$15,628,056**	**$440,000**	**$168,520,537**	**$13,243,228**	**$123,731,784**	**$305,495,548**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$57,740	$756,300	$0	$0	$0	$814,040	$1,641,125	$245,661	$2,700,826
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$485,000	$0	$0	$0	$485,000	$752,000	$470,052	$1,707,052
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$105,000	$0	$0	$105,000	$708,215	$27,514,550	$28,327,765
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$52,000	$0	$0	$52,000	$805,161	$571,350	$1,428,511
Total Park City Redevelopment Agency	**$57,740**	**$1,241,300**	**$157,000**	**$0**	**$0**	**$1,456,040**	**$3,906,501**	**$28,801,613**	**$34,164,154**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$423,484	$423,484
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$423,484**	**$423,484**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$39,661,060**	**$20,350,570**	**$93,896,890**	**$15,628,056**	**$440,000**	**$169,976,577**	**$17,149,729**	**$152,956,881**	**$340,083,187**

Expenditure Summary by Fund and Major Object (FY 2019 Adjusted Budget)

Description	Personnel FY 2019	Mat, Supplies, Services FY 2019	Capital FY 2019	Debt Service FY 2019	Contingency FY 2019	Sub - Total FY 2019	Interfund Transfer FY 2019	Ending Balance FY 2019	Total FY 2019
Park City Municipal Corporation									
011 GENERAL FUND	$22,702,429	$8,507,683	$407,978	$0	$340,000	$31,958,090	$4,901,128	$13,373,658	$50,232,876
012 QUINNS RECREATION COMPLEX	$921,758	$355,815	$6,000	$0	$0	$1,283,573	$0	$-4,844,681	$-3,561,108
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$34,404	$34,404
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$0	$0	$0	$0	$0	$23,168	$23,168
031 CAPITAL IMPROVEMENT FUND	$0	$0	$65,868,694	$0	$0	$65,868,694	$3,345,387	$47,756,179	$116,970,260
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,325,600	$0	$0	$1,325,600	$0	$1,738,846	$3,064,446
051 WATER FUND	$3,232,386	$3,729,138	$17,085,809	$4,517,579	$100,000	$28,664,912	$1,724,163	$3,152,721	$33,541,796
052 STORM WATER FUND	$699,711	$308,000	$235,350	$0	$0	$1,243,061	$104,000	$500,966	$1,848,027
055 GOLF COURSE FUND	$958,936	$447,810	$114,565	$32,377	$0	$1,553,688	$134,852	$1,117,848	$2,806,387
057 TRANSPORTATION & PARKING FUND	$10,392,735	$2,987,769	$8,685,894	$0	$0	$22,066,398	$3,030,280	$10,525,553	$35,622,231
062 FLEET SERVICES FUND	$992,706	$1,551,530	$10,000	$0	$0	$2,554,236	$0	$1,218,167	$3,772,403
064 SELF INSURANCE FUND	$0	$1,576,500	$0	$0	$0	$1,576,500	$0	$895,821	$2,472,321
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$5,034,465	$0	$5,034,465	$0	$7,382,946	$12,417,411
071 DEBT SERVICE FUND	$0	$0	$0	$6,043,635	$0	$6,043,635	$0	$755,397	$6,799,032
Total Park City Municipal Corporation	**$39,900,661**	**$19,464,245**	**$93,739,890**	**$15,628,056**	**$440,000**	**$169,172,853**	**$13,239,810**	**$83,630,993**	**$266,043,656**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$151,740	$756,300	$0	$0	$0	$908,040	$1,547,125	$816,182	$3,271,347
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$485,000	$0	$0	$0	$485,000	$752,000	$735,611	$1,972,611
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$105,000	$0	$0	$105,000	$708,215	$7,759,935	$8,573,150
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$52,000	$0	$0	$52,000	$805,161	$968,802	$1,825,963
Total Park City Redevelopment Agency	**$151,740**	**$1,241,300**	**$157,000**	**$0**	**$0**	**$1,550,040**	**$3,812,501**	**$10,280,530**	**$15,643,071**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$429,917	$429,917
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$429,917**	**$429,917**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$40,052,401**	**$20,705,545**	**$93,896,890**	**$15,628,056**	**$440,000**	**$170,722,893**	**$17,052,311**	**$94,341,440**	**$282,116,644**

All Funds Combined

Revenue	Actual FY 2017	Actual FY 2018	YTD Actual FY 2019	Original FY 2019	Adjusted FY 2019	% Total FY 2019
RESOURCES						
Property Taxes	$18,467,398	$21,149,343	$1,121,745	$20,668,331	$20,668,331	6%
Sales Tax	$23,107,148	$26,024,963	$3,346,216	$29,163,069	$29,163,069	9%
Franchise Tax	$3,194,392	$3,147,847	$660,749	$3,322,000	$3,322,000	1%
Licenses	$1,105,797	$1,387,755	$1,166,700	$1,339,959	$1,339,959	0%
Planning Building & Engineering Fees	$3,549,703	$4,606,175	$3,847,776	$4,197,000	$4,347,000	1%
Special Event Fees	$103,168	$60,697	$35,610	$110,000	$110,000	0%
Federal Revenue	$16,021,442	$2,733,886		$5,903,251	$5,903,251	2%
State Revenue	$612,935	$520,528	$103,717	$455,000	$455,000	0%
County/SP District Revenue	$687,316	$2,537,580	$5,000	$1,702,000	$1,702,000	1%
Water Charges for Services	$18,173,294	$19,159,083	$12,502,133	$18,698,500	$18,698,500	5%
Transit Charges for Services	$3,206,611	$6,247,276	$1,103,650	$6,186,031	$6,186,031	2%
Cemetery Charges for Services	$31,018	$29,186	$10,532	$37,000	$37,000	0%
Recreation	$3,372,897	$3,557,947	$1,792,989	$3,566,596	$3,566,596	1%
Ice	$818,339	$833,126	$336,426	$886,000	$886,000	0%
Other Service Revenue	$69,426	$57,470	$13,376	$92,000	$92,000	0%
Library Fines & Fees	$32,249	$27,946	$10,445	$27,000	$27,000	0%
Fines & Forfeitures	$1,077,415	$2,240,548	$1,027,771	$2,893,282	$2,893,282	1%
Misc. Revenues	$4,552,033	$8,809,064	$1,043,291	$8,975,213	$8,975,213	3%
Interfund Transactions (Admin)	$5,816,802	$6,187,564	$2,863,556	$6,442,099	$6,434,040	2%
Interfund Transactions (CIP/Debt)	$33,704,809	$41,562,627	$5,353,812	$10,707,630	$10,613,630	3%
Special Revenues & Resources	$12,410,768	$1,719,697	$387,338	$705,486	$705,486	0%
Bond Proceeds	$27,863,698	$35,227,871		$72,800,000	$72,800,000	21%
Beginning Balance	$81,763,532	$74,767,615	$83,233,127	$141,205,739	$83,191,254	42%
TOTAL	**$259,742,190**	**$262,595,797**	**$119,965,959**	**$340,083,186**	**$282,116,642**	**100%**

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
011 GENERAL FUND							
01 PERSONNEL SERVICES	21,202,442	21,791,626	21,791,626	9,021,468	22,414,429	22,702,429	288,000
02 MATERIALS, SUPPLIES AND SERVICES	1,127,179	1,129,937	1,129,937	434,040	1,282,370	1,282,370	
03 UTILITIES	1,446,258	1,488,716	1,488,716	267,608	1,562,677	1,562,677	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,901,002	3,180,593	3,180,593	1,340,070	3,934,231	3,856,231	-78,000
05 PARTS/MAINTENANCE SUPPLIES	992,267	993,181	993,181	306,002	1,150,480	1,150,480	
06 SPECIAL SERV CONTRACT/MISC CHARGES	972,346	1,274,034	1,274,034	478,692	995,925	995,925	
07 CAPITAL OUTLAY	283,095	188,497	188,497	60,323	407,978	407,978	
09 INTERFUND TRANSFER	13,829,567	17,808,628	17,808,628	2,450,726	17,482,895	18,274,786	791,891
Total 011 GENERAL FUND	41,754,156	47,855,212	47,855,212	14,358,929	49,230,985	50,232,876	1,001,891
012 QUINNS RECREATION COMPLEX							
01 PERSONNEL SERVICES	777,025	814,063	814,063	351,681	921,758	921,758	
02 MATERIALS, SUPPLIES AND SERVICES	55,247	74,606	74,606	16,367	60,770	60,770	
03 UTILITIES	156,878	147,234	147,234	48,457	161,700	161,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	78,772	57,709	57,709	22,869	72,070	72,070	
05 PARTS/MAINTENANCE SUPPLIES	54,725	43,432	43,432	24,162	46,275	46,275	
06 SPECIAL SERV CONTRACT/MISC CHARGES	15,104	20,335	20,335	7,989	15,000	15,000	
07 CAPITAL OUTLAY	2,048	924	924		6,000	6,000	
09 INTERFUND TRANSFER	-4,129,592	-4,450,108	-4,450,108		-4,878,112	-4,844,681	33,431
Total 012 QUINNS RECREATION COMPLEX	-2,989,793	-3,291,804	-3,291,804	471,525	-3,594,539	-3,561,108	33,431
021 POLICE SPECIAL REVENUE FUND							
09 INTERFUND TRANSFER	33,604	34,404	34,404			34,404	34,404
Total 021 POLICE SPECIAL REVENUE FUND	33,604	34,404	34,404			34,404	34,404
022 CRIMINAL FORFEITURE RESTRICTED							

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
ACCOUNT							
07 CAPITAL OUTLAY		25,851	25,851				
09 INTERFUND TRANSFER	26,071	23,168	23,168			23,168	23,168
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	26,071	49,019	49,019			23,168	23,168
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							
01 PERSONNEL SERVICES	41,082	22,877	22,877	10,015	57,740	151,740	94,000
02 MATERIALS, SUPPLIES AND SERVICES	11,200	12,320	12,320	8,174	20,000	20,000	
03 UTILITIES	10,006	9,666	9,666	591	18,300	18,300	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	57,780	29,781	29,781	1,074	150,000	150,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	456,142	528,668	528,668		568,000	568,000	
09 INTERFUND TRANSFER	1,963,479	2,498,680	2,498,680	820,560	1,886,786	2,363,307	476,521
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,539,689	3,101,992	3,101,992	840,414	2,700,826	3,271,347	570,521
024 MAIN STREET RDA SPECIAL REVENUE FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	12,309	4,710	4,710	921	80,000	80,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	276,177	262,566	262,566		405,000	405,000	
09 INTERFUND TRANSFER	1,212,052	1,482,611	1,482,611	376,002	1,222,052	1,487,611	265,559
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,500,538	1,749,887	1,749,887	376,923	1,707,052	1,972,611	265,559
031 CAPITAL IMPROVEMENT FUND							
01 PERSONNEL SERVICES	68,537	46,395	46,395	19,449			
07 CAPITAL OUTLAY	48,658,602	35,749,161	35,749,161	3,955,103	65,868,694	65,868,694	
09 INTERFUND TRANSFER	32,428,411	44,219,314	44,219,314	1,672,692	77,550,052	51,101,566	-26,448,486
Total 031 CAPITAL IMPROVEMENT	81,155,550	80,014,870	80,014,870	5,647,244	143,418,746	116,970,260	-26,448,486

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
FUND							
033 REDEVELOPMENT AGENCY-LOWER PRK							
01 PERSONNEL SERVICES	2,624	32,488	32,488	13,774			
07 CAPITAL OUTLAY	1,658,650	2,610,928	2,610,928	39,587	105,000	105,000	
09 INTERFUND TRANSFER	738,741	1,731,350	1,731,350	354,108	28,222,765	8,468,150	-19,754,615
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	2,400,015	4,374,766	4,374,766	407,469	28,327,765	8,573,150	-19,754,615
034 REDEVELOPMENT AGENCY-MAIN ST							
07 CAPITAL OUTLAY		95,695	95,695	208,223	52,000	52,000	
09 INTERFUND TRANSFER	2,015,089	1,883,453	1,883,453	402,582	1,376,511	1,773,963	397,452
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,015,089	1,979,148	1,979,148	610,805	1,428,511	1,825,963	397,452
035 BUILDING AUTHORITY							
07 CAPITAL OUTLAY	34,056	1,430	1,430				
09 INTERFUND TRANSFER	424,783	429,917	429,917		423,484	429,917	6,433
Total 035 BUILDING AUTHORITY	458,839	431,347	431,347		423,484	429,917	6,433
038 EQUIPMENT REPLACEMENT CIP							
07 CAPITAL OUTLAY	1,421,831	516,654	516,654	809,452	1,325,600	1,325,600	
09 INTERFUND TRANSFER	1,352,711	1,990,746	1,990,746		950,811	1,738,846	788,035
Total 038 EQUIPMENT REPLACEMENT CIP	2,774,542	2,507,400	2,507,400	809,452	2,276,411	3,064,446	788,035
051 WATER FUND							
01 PERSONNEL SERVICES	2,687,654	2,887,816	2,887,816	1,172,262	3,232,386	3,232,386	0
02 MATERIALS, SUPPLIES AND SERVICES	296,663	199,443	199,443	71,997	301,962	301,962	
03 UTILITIES	977,391	932,097	932,097	338,934	1,402,066	1,402,066	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	952,883	852,687	852,687	436,078	1,195,183	1,195,183	
05 PARTS/MAINTENANCE SUPPLIES	752,213	843,626	843,626	294,588	877,927	877,927	

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
06 SPECIAL SERV CONTRACT/MISC CHARGES	46,602	60,906	60,906	34,195	52,000	52,000	
07 CAPITAL OUTLAY	8,282,947	11,120,598	11,120,598	1,196,301	17,085,809	17,085,809	
08 DEBT SERVICE	4,501,047	4,509,004	4,509,004	78,781	4,517,579	4,517,579	
09 INTERFUND TRANSFER	7,543,319	4,080,700	4,080,700	502,872	9,840,369	4,876,884	-4,963,485
Total 051 WATER FUND	26,040,720	25,486,876	25,486,876	4,126,008	38,505,281	33,541,796	-4,963,485
052 STORM WATER FUND							
01 PERSONNEL SERVICES	539,043	629,068	629,068	287,543	699,711	699,711	
02 MATERIALS, SUPPLIES AND SERVICES	29,478	29,891	29,891	8,796	60,000	60,000	
03 UTILITIES	18,799	20,181	20,181	27,171	39,700	39,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	76,063	84,354	84,354	20,628	157,000	157,000	
05 PARTS/MAINTENANCE SUPPLIES	31,840	18,403	18,403	4,891	51,300	51,300	
06 SPECIAL SERV CONTRACT/MISC CHARGES		18	18				
07 CAPITAL OUTLAY	33,094	500	500	5,937	235,350	235,350	
09 INTERFUND TRANSFER	8,501,046	677,027	677,027	52,002	8,628,256	604,966	-8,023,290
Total 052 STORM WATER FUND	9,229,363	1,459,442	1,459,442	406,970	9,871,317	1,848,027	-8,023,290
055 GOLF COURSE FUND							
01 PERSONNEL SERVICES	740,673	795,591	795,591	417,903	958,936	958,936	0
02 MATERIALS, SUPPLIES AND SERVICES	74,360	86,856	86,856	34,449	74,900	74,900	
03 UTILITIES	57,782	51,108	51,108	18,133	67,700	67,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	70,504	79,448	79,448	24,241	33,910	33,910	
05 PARTS/MAINTENANCE SUPPLIES	196,704	218,413	218,413	128,272	240,800	240,800	
06 SPECIAL SERV CONTRACT/MISC CHARGES	27,288	27,408	27,408	25,011	30,500	30,500	
07 CAPITAL OUTLAY	255,845	163,918	163,918	-8,507	114,565	114,565	
08 DEBT SERVICE	8,094	32,377	32,377		32,377	32,377	
09 INTERFUND TRANSFER	1,373,577	1,338,952	1,338,952	71,454	1,262,046	1,252,700	-9,347

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
Total 055 GOLF COURSE FUND	2,804,828	2,794,071	2,794,071	710,955	2,815,734	2,806,387	-9,347
057 TRANSPORTATION & PARKING FUND							
01 PERSONNEL SERVICES	6,418,646	8,507,085	8,507,085	3,650,282	10,383,394	10,392,735	9,341
02 MATERIALS, SUPPLIES AND SERVICES	399,158	553,217	553,217	266,389	788,650	788,650	
03 UTILITIES	153,819	292,995	292,995	114,207	260,244	260,244	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	974,144	1,813,092	1,813,092	290,649	1,342,900	1,775,875	432,975
05 PARTS/MAINTENANCE SUPPLIES	31,167	49,566	49,566	4,365	94,000	94,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	81,263	90,128	90,128	71,661	69,000	69,000	
07 CAPITAL OUTLAY	16,332,826	10,530,088	10,530,088	935,091	8,685,894	8,685,894	
09 INTERFUND TRANSFER	22,016,989	16,517,986	16,517,986	1,514,370	16,956,781	13,555,833	-3,400,947
Total 057 TRANSPORTATION & PARKING FUND	46,408,012	38,354,157	38,354,157	6,847,014	38,580,863	35,622,231	-2,958,631
062 FLEET SERVICES FUND							
01 PERSONNEL SERVICES	977,316	1,005,388	1,005,388	409,484	992,706	992,706	0
02 MATERIALS, SUPPLIES AND SERVICES	78,954	74,478	74,478	28,538	73,500	73,500	
03 UTILITIES	749,784	829,582	829,582	300,524	827,600	827,600	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	3,573	3,187	3,187		3,200	3,200	
05 PARTS/MAINTENANCE SUPPLIES	689,314	641,356	641,356	166,953	647,230	647,230	
07 CAPITAL OUTLAY	720				10,000	10,000	
09 INTERFUND TRANSFER	1,196,395	1,207,403	1,207,403		1,217,443	1,218,167	724
Total 062 FLEET SERVICES FUND	3,696,056	3,761,395	3,761,395	905,498	3,771,679	3,772,403	724
064 SELF INSURANCE FUND							
02 MATERIALS, SUPPLIES AND SERVICES	36,341	31,600	31,600	17,457	50,500	50,500	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	449,027	151,962	151,962	63,407	816,000	816,000	
06 SPECIAL SERV CONTRACT/MISC	650,981	607,269	607,269	511,489	710,000	710,000	

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
CHARGES							
09 INTERFUND TRANSFER	793,923	1,163,647	1,163,647		48,212	895,821	847,609
Total 064 SELF INSURANCE FUND	1,930,271	1,954,479	1,954,479	592,353	1,624,712	2,472,321	847,609
070 SALES TAX REV BOND - DEBT SVS FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		223,553	223,553				
08 DEBT SERVICE	2,255,381	5,031,081	5,031,081	4,600	5,034,465	5,034,465	
09 INTERFUND TRANSFER	2,866,625	37,600,193	37,600,193		7,177,001	7,382,946	205,945
Total 070 SALES TAX REV BOND - DEBT SVS FUND	5,122,006	42,854,827	42,854,827	4,600	12,211,466	12,417,411	205,945
071 DEBT SERVICE FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	155,239						
08 DEBT SERVICE	4,210,345	6,420,934	6,420,934	831,687	6,043,635	6,043,635	
09 INTERFUND TRANSFER	28,352,049	710,461	710,461		739,258	755,397	16,139
Total 071 DEBT SERVICE FUND	32,717,633	7,131,395	7,131,395	831,687	6,782,893	6,799,032	16,139
TOTAL	259,617,190	262,602,884	262,602,884	37,947,847	340,083,186	282,116,643	-57,966,543

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Michelle Downard
Submitting Department: Building
Item Type: Staff Report
Agenda Section:

Subject:
Construction and Development and Impact Fee Waivers: Policy and Title 11 Code Amendments

Suggested Action:

Attachments:
Fee Waiver Policy Staff Report

Attachment A: Fee Policy

City Council Staff Communication Report

Subject:	**Construction and Development and Impact Fee Waivers: Policy and Title 11 Code Amendments**
Author:	**Michelle Downard, Deputy Chief Building Official**
Department:	**Building Department**
Date:	**December 11, 2018**
Type of Item:	**Informational**

Summary Recommendation

Staff has implemented previously approved amendments to the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees (Policy) and has identified additional recommendations for Council to further refine that process and support City Council's direction. Specifically, staff's recommendations include:

- Amending to the Municipal Code of Park City (MCPC) 11-13-4 to mirror the language within Utah State Code 11-36a-403, allowing projects with a broad public purpose to be eligible for impact fee waiver consideration (including projects that are not public facilities or city projects); and
- Amending the Policy to reasonably accommodate the timeline and amounts of final bids while also implementing a deadline for application.

Background

On April 13, 2017, City Council adopted Ordinance 2017-16 to amend MCPC 11-12-15 and MCPC 11-13-4 along with associated amendments to the Policy (Attachment A). The amendments were in support of City Council's direction to identify the fee waiver threshold, eligibility for non-profits, consideration of Council priorities, establishing an application and creating a Fee Adjustment Committee.

Recommendation

Staff intends to return to City Council to recommend action amending MCPC 11-13-4 and the Policy.

Staff recommends the previous amendments to remain, including:

- City Council to maintain the decision making authority for all fee waiver requests greater than $25,000 per project or $200,000 total fee waivers per fiscal year (excluding City Projects);
- Maintain eligibility for non-profits to apply for fee waivers;
- Utilize the uniform application, which reflects Council's priorities; and
- Maintain the Fee Adjustment Committee to provide recommendations.

Attachments

A Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees

Attachment A

Administrative Policy for the Adjustment or Waiver of
Construction and Development and Impact Fees

A. PURPOSE

The intent of this policy is to effectively and fairly determine the waiver of Park City Municipal Corporation (PCMC) Construction and Development and Impact Fees for regulated development, projects, and events which provide a public benefit including City Projects. The City wishes to reduce the fees on city projects, non-profits, projects that support critical priorities and entities providing a public benefit. Construction and Development and Impact Fees include all fees described in Municipal Code 11-12 and 11-13, including limits of disturbance bonds and the Park City Fee Schedule, Construction and Development Fees.

B. POLICY

The City Manager is authorized to reduce or waive fees for $25,000 or less. All waivers or reductions of fees totaling more than twenty-five thousand dollars ($25,000) on any one project or in excess of two hundred thousand dollars ($200,000) total waivers per fiscal year, excluding fee waivers for City Projects, shall require City Council approval. All fee waivers that require City Council approval shall be reviewed by the Fee Adjustment Committee, who will provide a recommendation on the fee adjustment.

Fee Adjustments shall be considered for all PCMC Construction and Development and Impact related fees for:

1. All **City projects** which generally have a broad public purpose. The City Manager may choose to not waive fees where fees are reimbursable through a grant. The City may waiver, adjust or meet the requirements for guarantees for public improvements or limits of disturbance on City Projects through written agreements between departments. City projects may only be considered for impact fee adjustments if the project provides a broad public purpose. When in accordance with this administrative policy, the waiver of all Building, Planning and Engineering fees (totaling up to $25,000) will be automatic;

A. Project Managers for all City construction projects with fees in excess of $25,000 shall obtain City Council approval for budget allocation and the fees will be addressed in the Staff Report

   1. Project managers will receive an estimate of the required fees prior to submitting plans to the Building Department. The Building Department will calculate the estimate from the valuation of the project in accordance with the adopted fee schedule.
   2. Project managers will request the waiver of fees by action of the City Council prior to or at the time of authorization of the construction agreement for any project.

B. Project budgets for all construction projects requiring a permit will include the dollar amount of non-waived fees associated with the project.

   1. The project manager will make arrangements with the Finance Department and Building Department to transfer any non-waived fees

from the project account to the correct revenue account prior to building permit issuance.

2. If the non-waived fees and all construction costs exceed the amount budgeted for the project then the project manager will strategize the best method to reduce construction costs to meet the budget or request an increase in the budget to meet the costs.

2. **Affordable housing projects** by private developers voluntarily including affordable units. This does not include affordable housing units developed as a result of a housing obligation from MPDs, Annexations or similar obligations. (For clarification, attainable housing does not meet the criteria for "low income housing" as identified by the State Law, therefore attainable housing is not eligible for impact fee adjustments.)

3. **Non-profits** which clearly provide a public benefit such as but not limited to church building improvements, school related events (not meeting the special event criteria), temporary structures to promote educational programs by an organization.

Impact Fees may be considered for non-profits only if the development activity provides a broad public purpose;

4. Private development receiving a **Park City Historic District Grant**, provided the fee waiver is for the work qualifying for the grant (excluding impact fees);

5. **Youth group** (not acting under the school or non-profit) projects or events (not meeting the special event criteria) requiring building permits which clearly provide a public benefit and are not for profit (excluding impact fees);

C. PROCESS

Waiver of fees for City projects is automatic as outlined above.

All other fee adjustments shall be requested in writing on a fee waiver application and reviewed on a case by case basis. All fee waivers that require City Council approval shall be reviewed by the Fee Adjustment Committee, who will provide a recommendation on the fee adjustment. The Committee would consists of several staff members representing multiple departments, who will develop a recommendation for City Council through fee reduction scoring criteria, which has incorporated a weighted scoring system. Development activities would be scored and fee reduction recommendations would be reflective of the applicant's ability to meet the criteria created by the Committee and the Building Department's revenue for that fiscal year, (or the year prior to ensure adequate data).

Impact fees may be adjusted by any of the mechanisms listed within the Park City Municipal Code § 11-13, including offset, waiver, appeal or independent fee calculation.

C. EFFECTIVE DATE
This policy shall become effective upon adoption.

Executed this 13th day of April 2017

City Manager, Diane Foster

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Johnny Wasden
Submitting Department: Parking Services
Item Type: Staff Report
Agenda Section:

Subject:
Parking Outreach Plan

Suggested Action:

Attachments:
Parking Outreach Plan Staff Report

Attachment A: Parking Outreach Flier

Attachment B: Residential Permit Zone G Map

City Council
Staff Communications Report

Subject: Parking Outreach Plan
Author: Johnny Wasden, Parking Supervisor
Department: Parking Services
Date: December 11, 2018
Type of Item: Informational

Background:
On August 2, 2018 Public Works staff updated Council on the recent reorganization of Park City Transit. During the Work Session, City Council expressed concern regarding lack of residential permit parking on Park Avenue. Parking Services staff initially responded by placing temporary "Residential Parking Only" signage on the sidewalk during events and City Park concerts. After observing the positive effects of this strategy, staff created a draft plan for extension of the residential permit program to include Park Avenue from 9^{th} Street to Deer Valley Drive and the residential area north of 12^{th} Street, East of Empire and South of Deer Valley Drive. Park Avenue would adopt a hybrid residential zone that would extend the 2 Hour free parking zone from 9^{th} Street to Deer Valley Drive while allowing Residential, Zone "G", permits to park without time limits other than current overnight parking restrictions (see attachment: A). Woodside Avenue residents from 12^{th} Street to Deer Valley Drive would simply require a Residential Zone "G" permit. (See Attachment: B)

Discussion:
Parking Services intends to pursue an active and thorough outreach campaign designed to engage and inform all affected and interested parties. A properly executed outreach plan is paramount to a successful implementation of any new program and providing adequate time for public response as well as understanding individual challenges are critical pieces. Staff will utilize the window between the holidays and the Sundance Film Festival to facilitate community input sessions then compile and carefully review all findings. This plan is directly in line with objectives stated in the Park City General Plan and subsequent Transportation Demand Management Plan and Traffic and Transprotation Master Plan. By connecting with residents, businesses, and employees, staff anticipates that feedback will ensure successful implementation and long term success.

ImplementationTimeline:
- Jan. 7 – Jan. 18: Post and promote a survey for residents, businesses and employees
- Jan. 7 – Jan. 11: Conduct door-to-door outreach to business owners and residents that will be affected by potential changes
- Jan. 7 – Jan. 11: Public Service Announcements on KPCW to promote community participation
- Jan. 12: Run advertisement in the Park Record for upcoming public meetings

- Jan. 17 & Jan. 18: Hold community public input meetings at Council Chambers at City Hall
- Jan. 21 - Feb 8th: Compile community feedback (extended time due to Sundance parking obligations)
- Mid February 2019: Anticipated return to Council with recommendation and timeline for implementation

Attachments:
A – Draft Flyer for Community Outreach Information/Signage
B – Draft Map of 2 Hour Free Parking/Residential Permit Expansion – “Zone G”

PROPOSED PARK AVE
RESIDENTIAL PERMIT ZONE

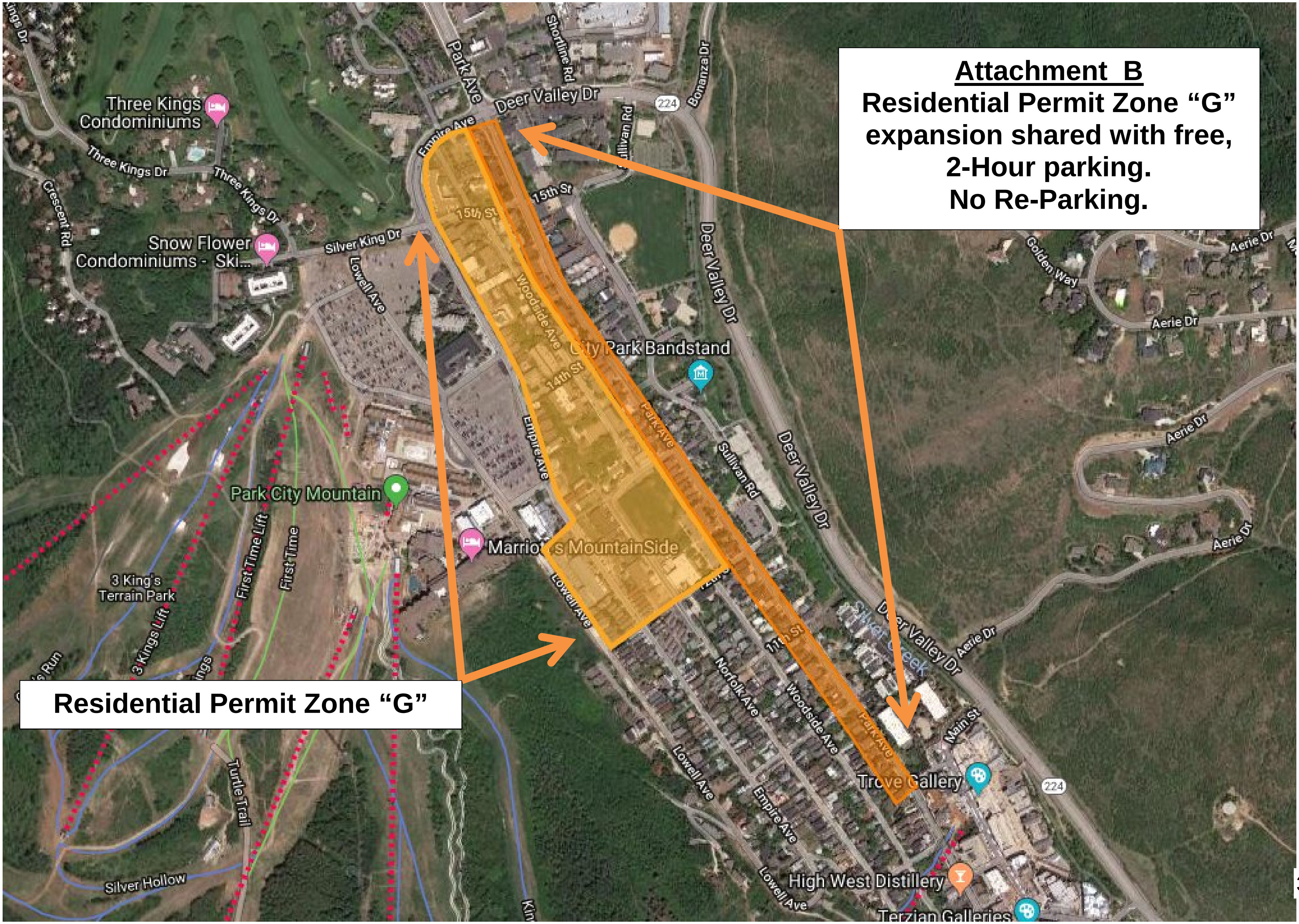
Want to know about a potential Residential Permit Zone on Park Avenue?

- The City is considering a pilot Residential Permit Zone on Park Avenue (north of 9th Street).
- The Residential Permit Zone is intended to limit the number of non-residential parkers within the Residential Permit Zone. Permit holders will not be subject to the proposed 2-hour restriction. The overnight parking restriction will still apply.
- All are welcome and encouraged to attend.
- If you are unable to attend but have questions, please email johnny.wasden@parkcity.org

COMMUNITY PARKING DISCUSSION

Where: Park City City Hall, 445 Marsac Avenue- Council Chambers Room

When: 2019 January 17th and 18th, 6PM-7PM


Attachment B
Residential Permit Zone "G" expansion shared with free, 2-Hour parking. No Re-Parking.
Residential Permit Zone "G"
Three Kings Condominiums
Snow Flower Condominiums - Ski...
Park City Mountain
Marriott's MountainSide
City Park Bandstand
Trove Gallery
High West Distillery
Terzian Galleries
3 King's Terrain Park
Deer Valley Dr
Park Ave
Woodside Ave
Empire Ave
Lowell Ave
Norfolk Ave
Sullivan Rd
Silver King Dr
Three Kings Dr
Aerie Dr
Golden Way
Main St
Bonanza Dr
Shortline Rd
15th St
14th St
11th St
Silver Hollow
Turtle Trail
First Time Lift
3 Kings Lift
Crescent Rd

Agenda Item No:3.

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Anya Grahn
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Main Street District National Register of Historic Places Boundary Expansion

Suggested Action:

Attachments:
Main Street National Register Historic District Expansion Staff Report

Exhibit A: Main Street Historic District Expansion Letter

City Council
Staff Communications Report

Subject: Main Street National Register Historic District Expansion
Author: Anya Grahn, Senior Historic District Planner
Department: Emergency Management
Date: December 11, 2018
Type of Item: Administrative

In 2015, the Planning Department completed an Intensive Level Survey (ILS) of our Historic District. One of the many goals of this project was to address concerns that the demolition of historic buildings since the listing of the Main Street District to the National Register of Historic Places in 1979 had not caused the City to loose its designation. [For more information, see Manager's Report (page 14) from March 2015.]

Earlier this year, the Planning Department contracted with SWCA Environmental Consultants to expand the National Register of Historic Places (NRHP) nomination for the Main Street Historic District. At the time of the 1979 nomination, the NRHP district boundaries extended from the south end of Main Street (beginning at 268 Main) to Heber Avenue. The expansion was driven by three goals:

1. Update the entire 1979 nomination form, including the Narrative Description and Statement of Significance, to reflect present-day standards and requirements for NRHP nomination forms;
2. Amend the period of significance to about 1965 and the beginning of the historic ski era in Park City; and
3. Increase the district boundary to include the southern end of Main Street, including 16 properties (primarily residential) at the following addresses: 109, 115, 122, 125, 133, 140, 148, 150, 151, 158, 170, 176, 186, 221, 227, and 255 Main Street.

Park City's Historic Preservation Board will have an opportunity to review the draft nomination on Wednesday, January 16, 2019.

The amended NRHP nomination has been submitted to Utah Division of State History, the state historic preservation office (SHPO) for review and approval. The State Historic Preservation Review Board will consider our nomination on January 24, 2019. A mailing notice was sent to Main Street property owners on November 20, 2018 (Exhibit A).

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Jill Remington Love
Executive Director
Department of
Heritage & Arts

Utah Division of
State History

Don Hartley
Director
State Historic Preservation Officer

November 19, 2018

Dear Property Owner:

We are pleased to inform you that the historic district listed below, in which your building is located, will be considered by the State Historic Preservation Review Board for nomination to the National Register of Historic Places:

PARK CITY MAIN STREET HISTORIC DISTRICT BOUNDARY INCREASE

The National Register of Historic Places is the federal government's official list of historic properties worthy of preservation. Listing on the National Register provides recognition and assists in preserving our Nation's heritage.

Listing of a property provides recognition of its historic significance and assures protective review of federal projects that might adversely affect the character of the historic property. If the property is listed on the National Register, tax credits for rehabilitation and other beneficial provisions may apply.

Listing on the National Register does not place limitations on the property by the federal or state government. Public visitation rights are not required of owners. The government will not attach restrictive covenants to the property or seek to acquire them.

Enclosed please find a notice that explains, in greater detail, the results of listing in the National Register. It also describes the rights and procedures by which an owner may comment on or object to listing on the National Register.

You are invited to attend the State Historic Preservation Review Board meeting at which the nomination will be considered. The Board will meet on Thursday, January 24, at 10:30 a.m., at the Utah State Library Division, Room 218/219, 250 N 1950 W, Salt Lake City. Should you have any questions about this nomination before the meeting, please contact Cory Jensen of the Historic Preservation Office at 801/245-7242, or coryjensen@utah.gov.

Sincerely,

Roger Roper
Deputy State Historic Preservation Officer

Enclosure

300 S. Rio Grande Street • Salt Lake City, Utah 84101 • (801) 245-7225 • facsimile (801) 355-0587 • history.utah.gov

Agenda Item No:4.

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Bonanza Flat Update

Suggested Action:

Attachments:
Bonanza Flat Update

City Council
Staff Communications Report

Subject: **Bonanza Flat Update**
Author: **Heinrich Deters**
Department: **Sustainability**
Date: **December 11, 2018**
Type of Item: **Informative**

Background: In June of 2017, Park City Municipal acquired the 1350 acre Bonanza Flat Open Space. Since that time, staff and the conservation easement holder, Utah Open Lands, have held numerous meetings and discussions with the public and City Council, with the goal of adopting a conservation easement. Additionally, staff has been implementing improvements, at the direction of City Council, to help provide for public recreational access and amenties, as well as, infrastructure to help manage and protect resources.

Boundary Fence and Gates: Staff has concluded in placing fencing and gates for the season. This infrastructure helps demarcate the property boundary, provides notice to users per certain permitted and prohibited uses and allows for preservation and management of areas. Additional markings will be placed along the fence line to help identify it during winter conditions.

Winter Safety Corridor: Staff has incorporated recent public input and provided an alignment for the public winter safety corridor. This alignment is in place and additional signage and directions will be provided in near future. Additionally, the safety corridor has been identified as a permitted public use in the draft conservation easement since August.

Mid-Mountain Parking Area: The City has secured an agreement with the current landowner to manage the small trailhead area (approximately 25 spaces) near the UDOT winter closure gate. Staff will be implementing signage to reserve ten of the twenty five spaces for public day time use only. The remaining fifteen spaces will be signed and enforced as overnight parking with a time limit of seventy two (72) hours. Staff will continue to monitor these spaces and advise Council per any future possible changes. Finally, staff has been made aware that a trash dumpster will be placed in the area to serve the Brighton Estates.

Winter Monitoring: Staff will be on Bonanza Flat a minimum of ten hours each week this winter to monitor and educate users per the permitted and prohibited uses identified by City Council and outlined in the draft Conservation easement.

Agenda Item No:

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

Subject:
Consideration to Approve the City Council Meeting Minutes from November 15 and 20, 2018

Suggested Action:

Attachments:
November 15, 2018 Minutes

November 20, 2018 Minutes

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

November 15, 2018

The Council of Park City, Summit County, Utah, met in open meeting on November 15, 2018, at 2:15 p.m. in the City Council Chambers.

Council Member Henney moved to close the meeting to discuss property and litigation at 2:17 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

CLOSED SESSION *
*Council Member Ware Peek was recused from the first property item on the Closed Agenda.

Council Member Gerber moved to adjourn from Closed Meeting at 3:45 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

WORK SESSION

Council Questions and Comments
Council Member Henney recognized the community's generous response to Live PC Give PC. He participated in the Leadership Park City City/County Day and mentioned that it was a wonderful opportunity to meet the new class. He attended Green Dreams event held in the Christian Center and it was Council Member Henney's first opportunity to visit the renovated space and he spoke highly of their programs. He also attended the Park City Chamber Fall Tourism Forum.

Council Member Gerber also attended the Chamber's Tourism Forum. She was out of town this week and was not able to attend any other events.

Council Member Worel attended a meeting with the Summit County Mental Wellness Alliance RFP committee and the State Department of Health who presented different models of mental health service delivery throughout the state. This information will assist in identifying which model will work best for Summit County. The RFP is expected to be released in January. She also attended the Public Art Advisory Board meeting; they are in the process of prioritizing their art projects for 2019. Council Member Worel also enjoyed meeting the new Leadership class at the City/County Day event. She also attended a Peace House Board meeting; they are in the middle of planning a shelter transition and will begin long-term strategic planning in January. She met with the Library Board who will present the new 'no fines' policy at the next Council meeting. Council Member Worel had the opportunity to attend a portion of the TED X Youth Talks and was greatly impressed with the presenters.

Council Member Ware Peek attended the second meeting of the Park City School District Master Planning Steering Committee which gave her great insight into the priorities of the community. She echoed that the Leadership City/County Day was a wonderful event. She also participated in the Friends of the Farm meeting which focused on envisioning the organization's purpose and how the McPolin Farm is an important and accessible space for the community. Council Member Ware Peek also attended a meeting with PC Unidos where Rebecca Gonzales and Bright Futures presented. She also attended the second meeting of Silicon Slopes/Park City Chapter meeting.

Mayor Beerman gave a tour to the United States Olympic Committee of possible venues for a future Olympics. The Committee is looking to make a decision in January to determine which US city will be allowed to make a bid. The Mayor echoed Council Member Henney's comments that even after the Treasure Bond passed, 4,700 individual donors raised $2.2 million which shows that the community is taking an active role in how they want to shape Park City.

Open Meetings Act Training

Mark Harrington, City Attorney, presented this item. Harrington conducted an annual review of the Open Meetings Act which includes three areas: what is right vs. letter of the law, what constitutes a meeting when Council is not in chambers, and email. The purpose of the act is to ensure open government where decisions are made and deliberated openly. Adherence to ethics is important to public work and legitimizes the decision making process.

Harrington reviewed the details that would constitute a quorum versus a social gathering as well as email ethics.

Park Silly Sunday Market 2018 Debrief

Jenny Diersen, Special Events, and Kate McChesney Executive Director, Park Silly Sunday Market, presented this item.

Park Silly Sunday Market operated 14 markets on June 3 through September 23 from 10:00 a.m. to 5:00 p.m. The average attendance was 13,840 per week (total attendance was 193,769 in 2018). This is as compared to 2017 average attendance of 12,713 per market, and a total attendance of 177,987. The attendance in 2018 is lower than in 2016 where attendance was 199,109. A lot of work was done in the critical priority of transportation by continuing free parking at the school district. At China Bridge, the parking rate was approved as $5 per hour with a daily maximum of $18 from 8:00 a.m. to 5:00 p.m. Based on feedback after the first two markets, the parking rate was changed to begin at 10:00 a.m. until 5:00 p.m. with the first hour free in China Bridge and has remained this way throughout the rest of the season. Silly Market continued to partner with ProTrans, a direct shuttle service. On the two busiest weekends, they ran an additional shuttle from the high school to Town Lift Plaza with an increase of 100 more riders from 2017. Bike valet was also successful with 1,600 riding their bikes to the market as well as monitoring residential areas to ensure residents were not impacted.

The City continued coordinating with the Historic Park City Alliance (HPCA) through a working group and subcommittees who focus on vendor mix and logistics of Main St. The working group will likely be restructured over the coming months. HPCA is interested in conducting an events survey to get feedback from local merchants regarding Silly Market as well as all other events.

Silly Market was looking for Council to approve the market dates of June 2nd-Sept 22 for 2019.

McChesney thanked Council and liaisons for their support of the market for 12 years and looked forward to next year.

Council Member Worel thanked McChesney and her staff for their collaboration and expertise in troubleshooting on the ground. She asked what attributed to the decrease in attendance from 2016. McChesney responded volunteer error was likely the cause. Council Member Worel inquired about how the merchant survey will capture merchants who are not involved with HPCA. Diersen replied the City would work with HPCA and reach out to all merchants to ensure they received the electronic survey. Michelle McDonald, Director of Operations, Park Silly Sunday Market, added she encouraged vendors to reach out to HPCA and also shared their contact information.

Council Member Henney asked why the Building Department and inspections cost increased from $4500 to $8600. Diersen answered that the after-hours inspection fees were not tracked appropriately in the past and $8,600 reflects the accurate cost.

Council Member Ware Peek voiced that she was impressed by Park Silly's willingness to collaborate and entertain creative ideas. She asked if there has been a conversation around adjusting the hours to encourage attendees to dine in restaurants. McChesney replied that originally the market ended at 3:00pm. Meetings were held with the Hotel and Restaurant Associations where it was determined an earlier start time would encourage visitors to remain past hotel checkout times and a later end time would allow restaurants to open. No conversations have taken place recently but they are willing to have them. McDonald added she feels they have found the 'sweet spot' where the Market ends and patrons then look to explore Main St.

Jonathan Weidenhamer, Economic Development, before the City entered into a long-term contract, many conversations with stakeholders took place negotiating multiple issues which included the time of the event. The contract ends in two years which would be an ideal time to have those conversations

Mayor Beerman congratulated the team on a successful year. All Council Members were in favor of the 2019 proposed dates.

FIS World Cup and Community Celebration Overview

Jenny Diersen, Special Events, presented this item along with members of the United States Ski and Snowboard Association (USSSA): Tiger Shaw, President & CEO, Calum Clark, Chief of Systems and Operations, Lindsay Arnold, Event Manager.

The event is proposed to take place from February 1-10, 2019 with 1,300 top winter athletes competing in events held at Solitude, Park City Resort base, Canyons Village, Deer Valley, and Main St. Preparation have taken place through sustainability and transportation efforts as well as community outreach. The event requires large community effort and collaboration due to its crossover with Sundance with a special focus on transportation. Test transportation trials have occurred and additional community outreach will take place after Thanksgiving.

Shaw expressed his appreciation to the City, Council, and community partners for their support of the event and emphasized The World Cup as being crucial to the future of the sport. Clark added that the team consists of experienced organizers who view Park City as the cultural home of the sport. The goal of the event is to break boundaries and enhance the legacy of winter sports. The USSSA is highly aware that the World Cup takes place during resorts' high season and aims to be respectful so the skier experience is not dulled, but rather enhanced by the event.

The World Cup will feature the longest program to date including three new sports entered into the Olympic program for the first time. Athletes will be competing from 35-38 countries with individuals attending from 50 different countries.

The USSSA will also partner with local arts organizations including the Park City Film Series, Park City Summit County Arts Council, Kimball Arts Council and Sullivan Fund through the Park City Community Foundation to engage the local non-English population.

Council Member Ware Peek asked how many spectators the organizers expect. Clark anticipates it being a community event as they are not marketing to Salt Lake Valley. Council Member Ware Peek stated she is excited to showcase another side of Park City to Sundance Film Festival attendees.

Council Member Gerber asked if transportation is focused only on venues or if the focus will be extended to the community and the Salt Lake Valley. Diersen responded looking at the Sundance and the World Cup as 30 straight days of events. They have been coordinating with the School District and UDOT on messaging encouraging everyone to use alternative modes of transportation. Council Member Gerber asked if there is an ability to increase the transportation in Park City neighborhoods, similar to what took place in the Olympics. Diersen replied Alfred Knotts, Transportation, is taking the lead on a transit RFP to gain additional transit throughout the event whether that is in neighborhoods or from Salt Lake to Park City.

Council Member Worel inquired where the athletes will be housed. Clark answered athletes will be housed as close to the location of their specific events as possible. Two-thirds will be housed in the Park City area with most, due to price-points, in Kimball Junction. Deer Valley will house athletes competing there. Athletes competing at Solitude will receive lodging at the mouth of the canyon in Salt Lake.

Council Member Henney asked if the community is aware that the event is happening in a couple of months. Diersen replied that the community is used to this type of event to a degree but emphasized the importance of messaging the crossover of Sundance events. Clark added 500 local residents have volunteered out of the 650 needed so folks are aware to an extent. Council Member Henney expressed hope that the community will be excited for an event of this caliber.

Mayor Beerman agreed that the World Cup is truly a community event and voiced his excitement that it will take place at our doorstep.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman	**Present**

Council Member Becca Gerber Council Member Tim Henney Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Leah Langan, Deputy City Recorder	
Council Member Steve Joyce	**Excused**

II) APPOINTMENTS

2. Consideration to Approve the City Manager's Proposed Appointment of Mindy Finlinson as the City Treasurer of Park City Municipal Corporation

Rebecca Gillis, Finance, presented this item and indicated Mindy Finlinson has been with the City for two years and has trained under Lori Collett.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Ware Peek moved to appoint Mindy Finlinson as the City Treasurer of Park City Municipal Corporation. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

2. Consideration to Appoint Samantha Osselaer to Fulfill a Vacant Term on the Park City Public Art Advisory Board Ending After June of 2020

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Worel moved to appoint Staff Samantha Osselaer to fulfill a term on the Park City Public Art Advisory Board. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports

1. Special Event Fee Reduction Approvals - FY 2019 Part 2

Heinrich Deters, Sustainability, updated Council since Council received public input last week regarding a safety corridor on Bonanza Flat. Based on that input, Deters asked Steve Graff of Deer Valley to make an assessment. Graff determined an alignment is feasible. Staff recommends going to the corridor tomorrow to move some of the black pipe & rope line to open a 24 foot spot in the fence.

Mayor Beerman thanked Heinrich and staff for addressing the issue and asked if this is a temporary solution for winter use. Deters confirmed it is appropriate to put in place this winter then reevaluate.

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

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from September 27, 2018:

Council Member Gerber moved to approve the City Council meeting minutes from September 27, 2018. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

VI) NEW BUSINESS

1. Consideration to Approve Ordinance No. 2018-56, an Ordinance Approving the Shadow Ridge Condominiums Third Amended Condominium Plat, Amending Units 4001, 4002, 4216, 4217, 4316, 4317, 4416 & 4417, Located at 50 Shadow Ridge Road, Park City, Utah

Bruce Erickson, Planning, presented this item.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Worel moved to approve Ordinance No. 2018-56, an ordinance approving the Shadow Ridge Condominiums Third Amended Condominium Plat, amending Units 4001, 4002, 4216, 4217, 4316, 4317, 4416 & 4417, located at 50 Shadow Ridge Road, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

2. Consideration to Approve Ordinance No. 2018-57, an Ordinance Abandoning/Vacating the Mine Cart Condominium Record of Survey Map, Repealing Ordinance No. 06-79, and Approving the Mine Cart Subdivision Plat, a Two (2) Lot Subdivision, Located at 553 Deer Valley Loop Road, Park City, Utah

Bruce Erickson, Planning, presented this item. Council Member Worel stated appreciated the conditions of approval in the report.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Ware Peek moved to approve Ordinance No. 2018-57, an ordinance abandoning/vacating the Mine Cart Condominium Record of Survey Map, repealing Ordinance No. 06-79, and approving the Mine Cart Subdivision Plat, a two (2) lot subdivision, located at 553 Deer Valley Loop Road, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

3. Consideration to Authorize the City Manager to Execute an Agreement with Proterra, in a Form Approved by the City Attorney, for the Electric Bus Battery Lease

Kenzie Coulson, Transit, presented this item. Staff recommends leasing the batteries a means to mitigate risk as the technology is new. Council Member Worel asked how much the batteries would cost to purchase. Coulson answered the City would save 5% by purchasing. The batteries will be affected by elevation climbs and cold temperatures so leasing would be a smart option.

Council Member Ware Peek asked if there is an additional cost to dispose the battery. Coulson replied that she is not familiar with the specific disposal costs but the City would accrue the expense if purchasing.

Mayor Beerman asked who had the idea to structure the project this way. Coulson responded Blake Fonnesbeck, Public Works Director, has made risk management a priority during every step of the project.

Council Member Ware Peek asked for clarification around when the City receives a new battery. Coulson said it is determined by battery energy retention versus mileage.

Mayor Beerman opened the meeting for public input. Jennifer Gardner asked if the electric buses will be accessible to wheelchairs and roll-on patrons. Coulson responded that all buses meet ADA requirements. Diane Foster, City Manager, clarified that the bus lowers down. Mayor Beerman closed the public input portion of the meeting.

Council Member Worel moved to approve authorize the City Manager to execute an agreement with Proterra, in a form approved by the City Attorney, for the Electric Bus Battery Lease. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

4. Consideration to Approve Resolution 29-2018, a Resolution Adopting the 2019 City Property Disposition List

Heinrich Deters, Sustainability, presented this item and stated staff presents a strategic plan for City-owned property annually or bi-annually.

Council Member Worel asked if 1361 Woodside Senor Center and parking referred to the land. Deters confirmed it refers to land, not a separation of the building. Council Member Ware Peek asked if the Coleman parcel is nine or .9 acres. Deters answered it was almost 10 acres when it was purchased which is now Old Town Park and the other half of the parcel runs up Prospect Ridge. Council Member Gerber suggested indicating open space in a different color on the document.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber moved to approve Resolution 29-2018, a resolution adopting the 2019 City Property Disposition List. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

5. Consideration to Approve Ordinance No. 2018-58, an Ordinance Amending the Municipal Code of Park City Section 2-3-11 Regulating the Review of Disposals of Significant Parcels of Real Property

Heinrich Deters, Sustainability, presented this item.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber moved to approve Ordinance No. 2018-58, an ordinance amending the Municipal Code of Park City Section 2-3-11 regulating the Review of Disposals of Significant Parcels of Real Property. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Ware Peek, and Worel
EXCUSED: Council Member Joyce

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Leah Langan, Deputy City Recorder

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

November 20, 2018

The Council of Park City, Summit County, Utah, met in open meeting on November 20, 2018, at 2:00 p.m. in the City Council Chambers.

I. ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	**Present**
Council Member Lynn Ware Peek	**Excused**

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

Mayor Beerman opened the meeting for those who wished to address the Council on items not on the agenda.

Matt Meinhold apologized for his comments from a few meetings ago, and offered a truce with regard to Bonanza Flat. He felt there could be a mutually beneficial dialogue. Brighton Estates heard from Council and they wanted to be united in their requests. He was now designated as the spokesman for the residents and HOAs. He could not make decisions, but he could have an open dialogue with the City and could take information from the City and communicate it to the residents and boards. He requested to schedule a meeting with the City's point of contact. Mayor Beerman thanked Meinhold and indicated it would be beneficial to have a point of contact from Brighton Estates. It was noted Council Member Henney would be the Council's point of contact.

Mayor Beerman closed the public input portion of the meeting.

III.) NEW BUSINESS

1. Consideration to Approve Resolution No. 30-2018, a Resolution of the Board of Canvassers Certifying the Official Canvassers' Report of the November 6, 2018, Special Bond Election for Park City, Utah:

Council Member Gerber moved to recess as City Council and to convene as the board of canvassers. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, and Worel
EXCUSED: Council Member Ware Peek

Michelle Kellogg distributed the election results for the open space bond from Wasatch and Summit Counties. Mayor Beerman noted the results would be filed in the official records of the City.

Board Member Gerber moved to proceed to canvass and declare the results of the special bond election. Board Member Joyce seconded the motion.

RESULT: APPROVED
AYES: Board Members Gerber, Henney, Joyce, and Worel
EXCUSED: Board Member Ware Peek

Mayor Beerman declared the following election results:

Total Votes	4,246
Total Affirmative Votes	3,315
Total Negative Votes	931

Board Member Henney moved to adjourn as the board of canvassers and reconvene as City Council. Board Member Worel seconded the motion.

RESULT: APPROVED
AYES: Board Members Gerber, Henney, Joyce, and Worel
EXCUSED: Board Member Ware Peek

Council Member Gerber moved to approve Resolution 30-2018, a resolution finding and promulgating the results of the special bond election. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, and Worel
EXCUSED: Council Member Ware Peek

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Beth Bynan
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve Single Event Temporary Liquor License Approvals for Operation During the 2019 Sundance Film Festival

Suggested Action:
Approve

Attachments:
Liquor License Staff Report

Exhibit A: Liquor License List

Exhibit B: Liquor License Map

City Council
Staff Report

Subject:	**Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2019 Sundance Film Festival**
Author:	**Beth Bynan, Business License Specialist**
Department:	**Finance**
Date:	**December 11, 2018**
Type of Item:	**Consent**

Summary Recommendation
Staff is requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Exhibit A for operation during the 2019 Sundance Film Festival (Festival).

Executive Summary
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. All locations in Exhibit A have been considered vibrant or meet one of the one-year vibrancy exceptions listed in the code and are eligible to be approved for a Single Event Temporary Liquor permit. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2019 Festival.

Background
In the June 6, 2013, Minutes, Council passed amendments to the requirement for a Single Event Temporary Liquor License during the time period of the Festival. One of those amendments requires City Council approval of all applications. There are instances in which Park City Municipal (City) requires a License and the Department of Alcoholic Beverage Control (DABC) does not (i.e. private parties). As stated in Municipal Code 4-6-2-(B)(1), all Single Event Temporary Liquor permit 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.

Complete applications are accepted by the Finance Department and are then review by multiple departments. After full department approval, all applications must also receive City Council approval. City Municipal Code 4-6-2(B)(2) allows City Council to choose to hold an emergency meeting to hear no more than twelve (12) applications for late approval. ***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 if highlighted in Exhibit A. Staff included this condition of approval information in the 2019 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.

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

Vibrancy:
In accordance with 4-2-15 Vibrant Commercial Storefronts, locations that have been deemed "dark" for two or more consecutive quarters and which do not meet any of the one-year allowed exceptions will not be eligible for a Single Event Temporary Liquor permit at that location. All of the locations listed in Exhibit A are either vibrant or have met one of the exceptions to vibrancy and are eligible to be approved for the Single Event Temporary Liquor permit.

There are no locations on this list with any vibrancy concerns.

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 2019 Sundance Film Festival.

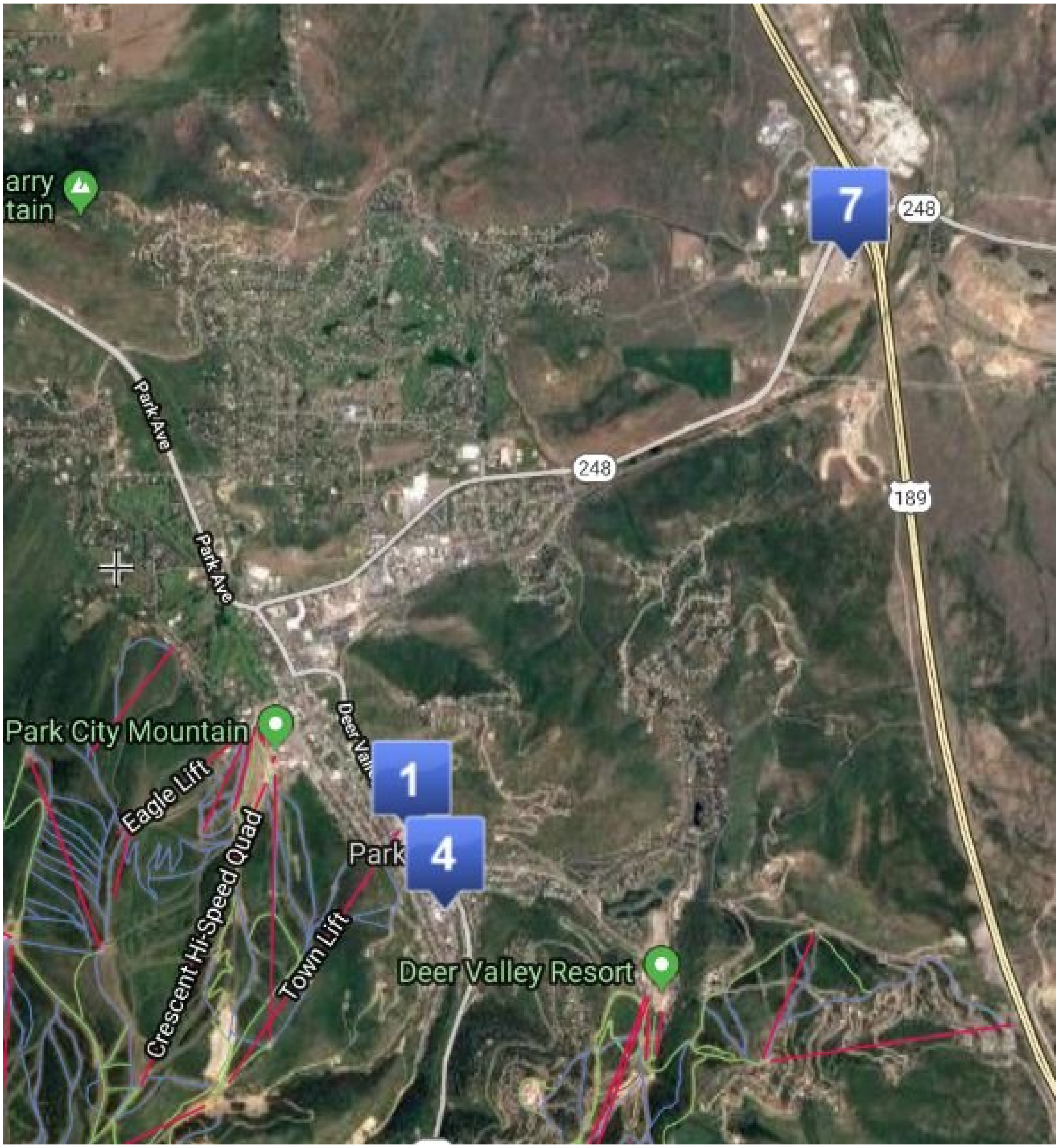
Department Review

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	Precious Entertainment	710 Main Street	n/a	no
2	Egyptian Theatre (1/25-1/27)	328 Main Street	Egyptian Theater	yes
3	Egyptian Theatre (1/28-1/30)	328 Main Street	Egyptian Theater	yes
4	Egyptian Theatre (1/31- 2/2)	328 Main Street	Egyptian Theater	yes
5	Sunance Institute (Women in Sundance Brunch)	4001 Kearns Blvd	PC Film Studios	no
6	Sunance Institute (Shorts Awards Party)	4001 Kearns Blvd	PC Film Studios	no
7	Sunance Institute (An Artist at the Table)	4001 Kearns Blvd	PC Film Studios	no
8				
9				
10				
21				
22				
23				
24				
	Previously Approved			
25	Sundance Institute (week 1)	1895 Sidewinder Drive	PC Marriott	no
26	Sundance Institute (week 2)	1895 Sidewinder Drive	PC Marriott	no
27	Sundance Institute (week 1)	1167 Woodside Ave	The Shop	no
28	Sundance Institute (week 2)	1167 Woodside Ave	The Shop	no
29	Sundance Institute (week 1)	1401 Kearns Blvd	Kimbal Art Center	no
30	Sundance Institute (week 2)	1401 Kearns Blvd	Kimbal Art Center	no
31	Slamdance, Inc. (week 1)	255 Main Street, Suite C	Eagle Nails	no
32	Slamdance, Inc. (week 2)	255 Main Street, Suite C	Eagle Nails	no
33	Slamdance, Inc. (week 1)	255 Main Street, Great Room	Treasure Mountain Inn	no
34				
35				


arry
tain
7
248
Park Ave
248
189
Park Ave
Park City Mountain
Deer Valle
1
Eagle Lift
Park
4
Crescent Hi-Speed Quad
Town Lift
Deer Valley Resort

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Beth Bynan
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve Type 2 Convention Sales License Applications for Operation During the 2019 Sundance Film Festival

Suggested Action:
Approve

Attachments:
Convention Sales License Staff Report

Exhibit A: CSL List

Exhibit B: CSL Location Map

City Council
Staff Report

Subject: Council Approval of Type 2 Convention Sales Licenses
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: December 11, 2018
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 2019 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 2019 Sundance Film Festival (Festival).

Background

The Sundance Film Festival attracts an increasing number of businesses/entities which conduct business within the Park City (City) limits on a short-term basis. These entities are not affiliated with the Sundance Film Festival nor are they official sponsors. The increase in number of these entities 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 Finance Department as well as other City staff are inundated with Type 2 Convention Sales License applications in the months and weeks 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(s) listed has received a PIPA and if approved by Council, must receive a FIPA prior to the license being issued.

Conventional Chain Businesses

There are not any conventional chain businesses (CCBs) included on this list.

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 2019 Festival.

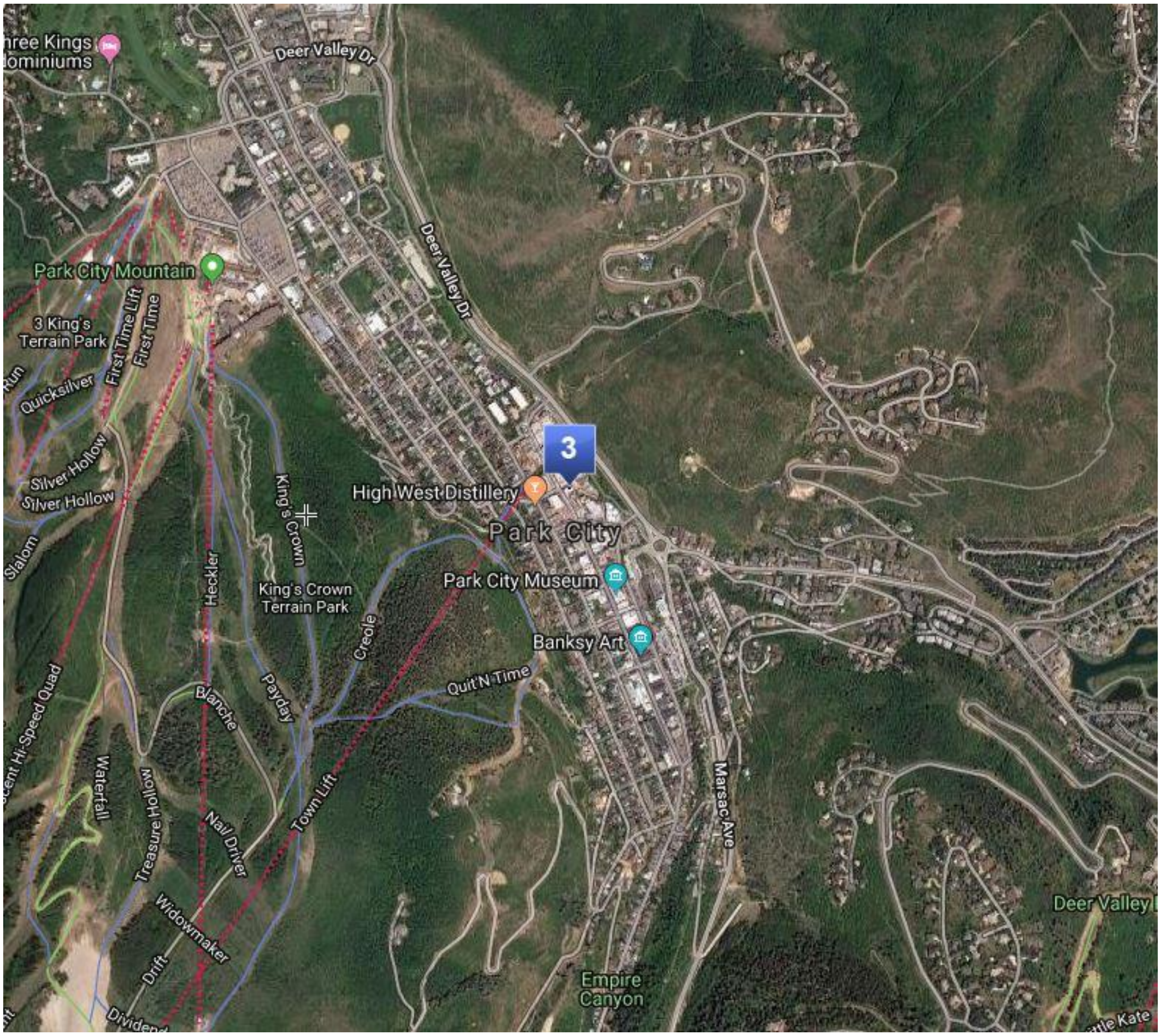
Department Review

Finance, Special Events, Planning, 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	Precious Entertainment dba Music Lodge	710 Main Street	n/a	N
2	RAADD (Recording Artists Against Drunk Driving)	710 Main Street	n/a	N
3	Preservation Hall Foundation	710 Main Street	n/a	N
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	Previously Approved			
23	MACRO	625 Main (Downstairs)	The Downstairs	N
24				
25				
	Staff recommends a security plan for the highighted address locations			


Deer Valley Dr
Park City Mountain
3 King's Terrain Park
First Time Lift
First Time
Quicksilver
Silver Hollow
Silver Hollow
Slalom
Deer Valley Dr
3
High West Distillery
Park City
King's Crown
Park City Museum
King's Crown Terrain Park
Heckler
Creole
Banksy Art
Quit'N Time
Blanche
Payday
Waterfall
Treasure Hollow
Nail Driver
Town Lift
Widowmaker
Drift
Marsac Ave
Deer Valley
Empire Canyon

Agenda Item No:3.

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Nate Rockwood
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve the Third Amendment to the Current Kimball Art Center Lease for the Property Located at 1401 Kearns Boulevard

Suggested Action:
Staff is recommending approval of the Third Amendment to the Lease Agreement to the Kimball Art Center for the use of the property located at 1401 Kearns Blvd.

Attachments:
Kimball Art Center Lease Amendment Staff Report

Exhibit A: Kimball Art Center Third Amendment to Lease

City Council Staff Report

Subject: Kimball Art Center – Third Amendment to Lease Agreement 1401 Kearns Blvd.
Author: Nate Rockwood
Department: Budget Department
Date: December 11, 2018
Type of Item: Administrative

Summary Recommendation

Staff recommends Council approval the Third Amendment to the current Kimball Art Center lease for the property located at 1401 Kearns Blvd. The Third Amendment extends the lease to March 30, 2019, with an additional 12 month term extending to March 31, 2020 during which time the City has the right to issue a 180 day termination notice for site demolition and redevelopment. (Attachment A)

Background

On January 9, 2018, Park City Municipal Corporation purchased property from Bonanza Park, LLC and JP's Nevada, LLC known as the Bonanza Park East property. This property was purchased with the intention of redeveloping the property as the Park City Arts and Culture District, through a public/private partnership with the Kimball Art Center and the Sundance Institute.

With the purchase of the property, the City assumed all rights and obligations as landlord under the Leases of all tenants on the property. All tenant leases in place under Bonanza Park, LLC and JP's Nevada, LLC contained termination clauses for site redevelopment and demolition. It had long been the intention of the previous owner to redevelop the property in its entirety. With transfer of the property, the City assumed all leases in their existing form. The City provided the option for all tenants to extend current leases to March 30, 2019 under the existing terms of the lease assumed from the previous landlord.

The City is currently in the master plan development (MPD) process for the site with its development partners the Kimball Art Center and the Sundance Institute. As part of the MPD process, the Arts and Culture District development design, development and site preparation timelines and development and purchase agreements, will be developed and refined. It is the City's intention to allow the Kimball Art Center to occupy the current Kimball Art Center building until it is necessary to begin site preparations for the new district. The Third Amendment allows the City and KAC to move forward in this manner. It will be necessary for the Kimball Art Center to temporarily relocate during the construction of the new Kimball Art Center building and the Arts and Culture District. The agreement requires the City to provide 180 days' notice and requires the Kimball Arts Center to provide 30 days' notice prior to terminating the lease. This will provide flexibility to the KAC in the event that they find suitable temporary space during the construction process.

Funding

The Kimball Art Center is responsible for the maintenance and operation of the facility. The City has agreed to provide winter snow removal service for the current KAC building and parking lots, which is consistent with other leases in the Bonanza Park East property. Funding will come from lease revenue of the Bonanza Park East property and from the one percent municipal transient room tax levied for the purchase, development and operations of the planned Arts and Culture district.

Recommendation

Staff is recommending approval of the Third Amendment to the Lease Agreement to the Kimball Art Center for the use of the property located at 1401 Kearns Blvd.

Attachments

A THIRD AMENDMENT TO LEASE AGREEMENT

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "Amendment") is made this _____ day of _______________, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, as successor in interest to Bonanza Park, LLC and JP'S Nevada, LLC as landlord, ("Landlord"), and KIMBALL ART CENTER, a Utah nonprofit corporation, ("Tenant").

BACKGROUND

WHEREAS, Tenant and Bonanza Park, LLC and JP's Nevada, LLC were parties to that certain Lease Agreement dated May 15, 2015, and amended by the Corrected Lease Agreement and First Amendment to Lease Agreement dated June 23, 2015, and the Second Amendment to Lease, Agreement dated June 7, 2017, (collectively, the "Lease");

WHEREAS, on January 9, 2018, Landlord succeeded to the interest of Bonanza Park, LLC and JP's Nevada, LLC under the Lease and assumed all rights and obligations as landlord under the Lease; and

WHEREAS, the parties desire to amend the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used herein but not defined herein shall have the meanings provided in the Lease.

2. Term. The term of the Lease is hereby extended until March 30, 2019. Landlord hereby grants to Tenant an option to extend the term of the Lease for one (1) additional period of twelve (12) months, commencing on the 31st day of March, 2019, and expiring twelve (12) months thereafter (such period that the Lease is extended shall be considered part of the Term), subject to the same terms and conditions contained in the Lease. Tenant shall exercise such right(s) by giving Landlord written notice of the same no later than thirty (30) days prior to the then-scheduled expiration of the Term.

Notwithstanding Landlord's extension of the Term to March 30, 2019, Landlord's grant of an option to extend to March 30, 2020, and/or Tenant's execution of this Amendment or exercise of the option granted herein, Landlord shall at all times have the right to terminate the Lease, for the reason of performing site development or demolition, by providing one hundred eighty (180) days written notice to Tenant. Tenant understands and agrees that nothing in the Lease or this Amendment obligates Landlord to extend the Term beyond March 30, 2020.

Notwithstanding anything to the contrary stated in this Amendment or the Lease, Tenant may terminate the Lease by providing thirty (30) days written notice to Landlord. Upon such termination of the Lease, neither party shall have any further obligations under the Lease. No such termination shall relieve either party of accrued and existing obligations.

3. Base Rent. Base Monthly Rent shall be Sixteen Thousand Nine Hundred Ninety Five Dollars ($16,995.00) during the remaining term of the Lease.

4. Basic Lease Provisions.

a. Section 1(b)(i) of the Lease is hereby amended to delete the reference to "Triple Net."

b. Section 1(c)(ii) of the Lease is hereby deleted in its entirety.

c. The Notice Addresses in Section 1(i) are hereby amended as follows:

Park City Municipal Corporation
Attn: Nate Rockwood
P.O. Box 1480
445 Marsac Avenue
Park City UT 84060
Email: nate.rockwood@parkcity.org

Kimball Art Center
Attn: Jory Macomber
P.O. Box 1478
Park City, UT 84060
Email: jory.macomber@kimballartcenter.org

5. Repairs and Maintenance. Section 7 of the Lease is hereby deleted in its entirety and replaced with the following language:

> Repairs and Maintenance. Tenant, at Tenant's sole expense, shall keep and maintain the interior of the Premises in good and sanitary condition during the term of this Lease, such that when Tenant surrenders possession of the Premises to the Landlord at the conclusion of this Lease, the Premises are in essentially the same condition as at the commencement of this Lease, excepting only reasonable wear and tear thereon. Tenant shall be responsible for damages caused by its negligence or intentional acts, and that of Tenant's employees, customers, and other invitees and licensees. Landlord shall provide limited repairs and maintenance to the parking lots. Such responsibility shall include limited parking lot repair and snow removal at the level specified in the current snow removal contract.

6. Insurance.

Paragraph 19(a)(i) of the Lease is hereby amended as follows:

(i) Commercial general liability insurance in the minimum amount of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) general aggregate for damages because of bodily injury, death and damage to property. Such insurance shall include, among other coverage, products liability, contractual liability, and personal injury;

Paragraph 19(a)(vi) is hereby added to the Lease:

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

7. Brokers. Landlord and Tenant each represents that it has not dealt with any broker or finder in connection with this Amendment, and that no other brokers are entitled to any commissions in connection herewith. Landlord and Tenant each agree to indemnify, defend and hold the other, and their respective employees, agents, officers, and partners, harmless from and against any claims resulting from a breach of the foregoing representations.

8. Lease in Effect. Except as specifically amended or modified herein, all provisions of the Lease, as previously amended, shall remain unchanged and in full force and effect, and Tenant and Landlord hereby reaffirm the Lease and the parties' rights and obligations thereunder.

9. Counterparts; Facsimile Execution. This Amendment may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or in portable document format (PDF) shall be equally as effective as delivery of a manually executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile or in portable document format shall also deliver a manually executed counterpart of this Amendment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Amendment.

10. Authority. Tenant warrants that the individual signing this Amendment on its behalf has the authority to do so and to bind Tenant. Landlord warrants that this Amendment has been approved by the City Council and that the individual signing this Amendment on its behalf has the authority to do so and to bind Landlord.

IN WITNESS WHEREOF the parties have executed this Third Amendment to Lease Agreement as of the date first above written.

LANDLORD:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By:______________________________
Name: Diane Foster
Title: City Manager

TENANT:

KIMBALL ART CENTER,
a Utah nonprofit corporation

By:______________________________
Name: Jory Macomber
Title: Executive Director

Agenda Item No:4.

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Matt Dias
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Enter into a Professional Services Agreement between Park City Municipal Corporation and Host Compliance, LLC for Short Term Rental (STR) Inventory, Compliance and Analytic Services in a Form Approved by the City Attorney, Not to Exceed $60,000

Suggested Action:
Authorize the City Manager to enter into a Professional Services Agreement between Park City Municipal Corporation and Host Compliance, LLC for Short Term Rental (STR) Inventory, Compliance and Analytic Services in a form approved by the City Attorney, not to exceed sixty thousand dollars ($60,000).

Attachments:
Short Term Rental Staff Report

Attachment A: RFP Short Term Rentals

Attachment B: Host Compliance Proposal

Attachment C: Host Compliance Draft Agreement

Attachment D: Short Term Rental Provider Selection Process

City Council Staff Report

Subject: Short Term Rental (STR) Inventory, Compliance and Analytic Services Approval
Author: Minda Stockdale and Matt Dias
Department: Executive
Date: December 11, 2018
Type of Item: Administrative

Summary Recommendation

Authorize the City Manager to enter into a Professional Services Agreement between Park City Municipal Corporation and Host Compliance, LLC for Short Term Rental (STR) Inventory, Compliance and Analytic Services in a form approved by the City Attorney, not to exceed sixty thousand dollars ($60,000).

Executive Summary

In recent years, many cities and counties have been grappling with the growth of short-term rentals (STRs) facilitated by online rental platforms such as AirBNB, Craigslist, FlipKey, HomeAway and VRBO. PCMC currently licenses and inspects short-term rentals where they are permitted by our land use regulations; despite this allowance, a cursory online search indicates that many properties remain unlicensed, and even more so outside of the PCMC boundaries (greater Summit County). As a result, PCMC collaborated with Summit County and the Park City Visitors and Convention Bureau to select and hire the company Host Compliance, LLC to assist the City and its partners to accurately identify the number of short-term rentals operating out of compliance in Summit County and to provide professional support services relating to the administration and regulation of short-term rentals (bringing them into compliance and identifying properties that are renting in areas where it is prohibited).

As a result of the technology companies engaged in STR compliance being so new, the contract will only require payment if an identified property is brought into compliance ($40.00 one time fee).

The Problem & the Opportunity

Regulating short-term rentals requires significant technology and human resources that are not currently available within the City and/or County and/or Chamber Bureau. Additionally, the expanding, technology-enabled STR market and the various platforms it uses require continuous monitoring by a professional firm or individual to enable the City and County to accomplish their compliance goals.

Background & History

City Council Work Session, January 4, 2018 – Short Term Rental Market Assessment

Alternatives for City Council to Consider

Recommended Alternative: Based on a recommendation from the RFP selection committee, staff recommends City Council authorize the City Manager to enter into a Professional Services Agreement between Park City Municipal Corporation and Host Compliance, LLC for Short Term Rental (STR) Inventory, Compliance and Analytic

Services in a form approved by the City Attorney not to exceed sixty thousand dollars ($60,000).

Pros

The online short term rental market has had pervasive impacts on resort communities, both positive and negative. Analysis and compliance of the short term rental market in Park City and Summit County creates a framework for further, fact-based analysis and relates to the City's Goals in the General Plan (Sense of Community, goals 7 and 8) and City Council's Critical Priority of Housing.

Reissue Alternative: City Council could postpone this project and give direction to reissue an RFP for the project. If Council chooses this alternative, Council should be clear on additional goals of reissuing the RFP. Staff does not recommend this alternative.

Pros

Staff and selection committee would have time to reevaluate the project, as well as the RFP. Reissuing the RFP may or may not result in a more diverse group of proposals.

Cons

Staff and selection committee would push back the project timeline.

Deny Alternative: City Council could deny the Professional Services Agreement between Park City Municipal Corporation and Emily Herr for Public Art in China Bridge and decide to no longer pursue artwork in this location. Staff does not recommend this alternative.

Cons

Staff and selection committee would not have direction to move forward with this project.

Funding

This project is funded through licensing compliance. Specifically, the City/County will pay a flat $40 one time-fee for each short-term rental property address Host Compliance, LLC identifies that is not already registered with the appropriate authority (the City or County) and subsequently becomes compliant as a result of recommended outreach efforts. Since the City's permit application fee is $149, this guarantees a positive ROI, with little risk to the City and its taxpayers.

Attachments

- Attachment A: Park City Short Term Rental (STR) Inventory, Compliance and Analytic Services RFP
- Attachment B: Host Compliance, LLC proposal
- Attachment C: DRAFT Professional Services Agreement
- Attachment D: Park City Short Term Rental (STR) Inventory, Compliance and Analytic Services selection process

Park City Municipal Corporation

REQUEST FOR PROPOSALS (NON-BID) FOR

SHORT-TERM RENTAL (STR)

INVENTORY, COMPLIANCE AND ANALYTIC SERVICES

NOTICE

REQUEST FOR PROPOSALS (NON-BID)

SHORT-TERM RENTAL (STR)
INVENTORY, COMPLIANCE AND ANALYTIC SERVICES

PROPOSALS DUE: October 26, 2018

PROJECT NAME: *SHORT-TERM RENTAL (STR) INVENTORY, COMPLIANCE AND ANALYTIC SERVICES*

RFP AVAILABLE: October 3, 2018

PROJECT DESCRIPTION: Park City Municipal Corporation ("City") is soliciting proposals from qualified companies and individuals to assist the City and its partners (Summit County, Park City Visitors and Convention Bureau, and the Resort Village Management Association) to accurately identify the number of short-term rentals operating in Summit County and to provide professional support services relating to the administration and regulation of short-term rentals.

PROJECT DEADLINE: The initial agreement term will be two (2) years with two (2) additional one-year renewal options, to be exercised at the sole discretion of the Ctiy Council.

OWNER:	Park City Municipal Corporation
	P.O. Box 1480
	Park City, UT 84060
CONTACT:	*Matthew Dias*
	Matt.dias@parkcity.org
	All questions shall be submitted in writing no later than October 24, 2018.

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

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060.

I. Introduction

Park City Municipal Corporation ("City") is soliciting proposals from qualified companies and individuals to assist the City and its partners (Summit County, Park City Visitors and Convention Bureau, and the Resort Village Management Association) to accurately identify the number of short-term rentals operating in Summit County and to provide professional support services relating to the administration and regulation of short-term rentals.

In recent years, many cities and counties have been grappling with the growth of short-term rentals (STRs) facilitated by online rental platforms such as AirBNB, Craigslist, FlipKey, HomeAway and VRBO. Regulating short-term rentals (STRs) requires significant technology and human resources that are not currently available within the City and/or County. Additionally, the expanding, technology-enabled STR market and the various platforms it uses requires continuous monitoring by a professional firm or individual to enable the City and County to accomplish their goals.

The City requires that any proposal for such professional services, shall include, at minimum, the scope of services provided herein. The Office of the City Manager serves as the administrative entity for this Request for Proposals (RFP).

The City may award multiple agreements as a result of this RFP. The initial agreement term will be two (2) years with two (2) additional one-year renewal options, to be exercised at the sole discretion of the City Council. Proposers are responsible for reading the draft agreement and submitting any questions about it in accordance with the process listed on Page 2. By submitting a proposal, each proposer agrees it will be bound by the agreement, which may be modified by the City before it is signed by a recommended proposer.

II. Scope of Project

Parl City Municipal Corporation seeks qualified professionals to provide the following Short-Term Rental (STR) Inventory and Analytic services:

i. Create an inventory of all STRs and their Hosts in City and County, sufficient to permit the City and County to conduct outreach and verify whether properties on the inventory are compliant with City and County Codes;
ii. The STR inventory specified by the City and County should be compatible with the City and County GIS systems. This may include accepting data specified by the City and County in a verifiable form from platforms rather than directly from Hosts;
iii. Assist the City and County in the development of "best practices" to inform hosts operating in the City and County to apply for and obtain all required authorizations and pay all required taxes and fees and to perform community outreach concerning STRs;
iv. Provide agreed upon reports, analysis, documentation and online, customized access to STR information management system to review Host and Host Residence data, as required by the City and County;

v. To participate in meetings and/or call with City and County staff on a period basis to be determined prior to the commencement of services.
vi. Provide additional related services and technical assistance relating to STRs on a Task Order, negotiated fee basis as requested by Park City Municipal Corporation.

III. Funding

Proposers should suggest a reasonable project budget that is reflective of the work involved in the Inventory and Analytics project/program aspects, as well as the limited ability for Utah cities and counties to bring properties in compliance by simply identifying advertisements as justification for a citation. Put another way, cities and counties in other states may utilize the identification of an advertisement as a means for citation to ensure compliance with local regulations. The opposite is true in the State of Utah. As such, proposers should not propose a cost or price scenario that is supported or justified by a future revenue stream. The goals of the STR program are tracking and analysis, and compliance with local regulations and safety, not revenue generation.

IV. Content of Proposal

Proposals will be evaluated on the criteria listed below.

i. Be qualified to conduct business in Park City and/or Summit County and the State of Utah as evidenced by the organization's business license and registration with Park City Municipal Corporation, Summit County and/or the Utah Department of Commerce;
ii. Have not been debarred by the Federal government, State of Utah or local government;
iii. Demonstrated track record of establishing and maintaining positive collaboration and problem solving methods with public, private-sector, and commuinity stakeholders.
iv. Have training and knowledge of the short-term rental (STR) industry.
v. Have successfully completed contracts similar in size and scope to the services solicited in this RFP for a minimum of three (3) years. Proposer must provide a list of contracts including the name and contact information for the project manager, contract amount, organization, term and brief scope for the past two (2) years.
vi. The proposer should have documented experience in providing required training to various size groups. The successful proposer may provide readily available "off-the-shelf" training in their area of expertise and/or the successful proposer may be requested to work with Park City Municipal staff to develop training tailored to the needs of Park City and its partners.
vii. Proposers should document and provide contact information to key staff profiles assigned to the project.
viii. The nature and extent of requested changes to our standard contract.

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Price may not be the sole deciding factor.

V. Selection Process

Proposals will be evaluated on the factors listed in VIII. Preparation of Proposals, 2. Evaluation Criteria, below.

VI. Park City Municipal Standard Service Provider Agreement

A. The successful proposal will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

B. **ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.**

Any service provider who contracts with Park City is required to have a valid Park City business license.

VII. Information to be submitted

To be considered, one (1) electronic copy must be submitted via email to Matt Dias, Assistant City Manager, to matt.dias@parkcity.org by 4:00 p.m. on Friday, October 26, 2018, as a single PDF. Electronic submission cannot exceed eight (8) megabytes to the email address. If files are larger than the maximum size allowed, they may be submitted through a private Dropbox™ account directly to matt.dias@parkcity.org and cannot be submitted to any other parties. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above.

VIII. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

C. Form of Proposals. Proposals shall conform to the following format. Proposals that are incomplete conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFP; or irregularities of any kind, are subject to disqualification as non-responsive.

Proposals are limited to 15 single-sided, letter-size pages.

Each proposal must include all of the following:

1. Qualifications & Experience Statement

- **a.** Each proposer shall provide sufficient documentation, including resumes, to demonstrate that its proposed staff are qualified to perform the scope of work (II. Scope of Project) for which the proposer is proposing. Each proposer shall also address each bulleted item listed under IV. Content of Proposal.
- **b.** Each proposer shall provide 3 case studies demonstrating delivery of scope of work. Each case study should include:
  - **i.** Client's name
  - **ii.** Contact information (name, telephone number, email and physical addresses)
  - **iii.** Description of client's business
  - **iv.** Description of the client's business need, how the proposer's proposed staff approached that need, final outcomes and deliverables, and proposed and actual project timelines
  - **v.** Description of how this case study relates to the proposed category

2. Proposed Approach to Scope of Work

Each proposer should tailor its proposed approach to the scope of work to reflect the City and County's demographics and technologies.

PROPOSAL EVALUATION

Proposals will be reviewed by City and County staff for responsiveness and documentation of minimum qualifications, completeness, and adherence to the RFP requirements. The City reserves the sole right to determine the sufficiency of qualifications and experience of all proposers.

1. Evaluation Panel

The Assistant City Manager will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the contract resulting from this RFP. The evaluation panel may interview all of the proposers, a short list of proposers, or may evaluate the proposals solely on the materials submitted by the proposal deadline. In the event a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers may then be scheduled for interviews with the evaluation panel. The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal. A minimum score of 70 is required to be considered for funding.

2. Evaluation Criteria

Evaluation Criteria	Points
Demonstrated Ability Quality and depth of the proposer's experience and expertise as it relates to the services for which the contractor is applying: training of assigned personnel, including education and certifications; work experience with other government agencies and private contract activities; description of services; references; and other items as outline in the RFP.	30
Demonstrated Capacity Proposers capacity to provide the required services including: assigned program staff size, staff job descriptions, program staffing capabilities and resumes, major accomplishments, work plan, methodology and procedures, knowledge of applicable regulations, capacity to complete City and Countywide projects within a reasonable amount of time and other items as outlined in the RFP	30
Technical System Design Proposed approach to providing the required services.	20
Cost Reasonableness The reasonableness and appropriateness of the proposed costs in relation to all other proposals.	20
TOTAL POINTS	100

IX. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

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

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

E. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. If bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

Park City Municipal Corporation, UT

Request for Proposals for – Short-Term Rental (STR) Inventory, Compliance, and Analytic Services

Submitted by Host Compliance LLC,

Ulrik Binzer, CEO, - 857-928-0955 - binzer@hostcompliance.com
1037 NE 65th Street #81158
Seattle, WA 98115

Submission Authorized by:

Ulrik Binzer, President & CEO

Executive Summary

Serving more than 150 local governments including 25 mountain resort communities with the exact same types of software tools and consulting services requested in this RFP, Host Compliance has developed a deep understanding of what works and what doesn't when it comes to regulating and enforcing short-term rental (STR) regulation in mountain destination communities and balancing the interests of residents, guests, property owners, seasonal employees, and the traditional lodging industry. In addition, we have unrivalled data analytics capabilities as it relates to short-term rentals as exemplified by our work with some of North America's most sophisticated cities such as Los Angeles, San Diego, Vancouver, Calgary and Edmonton who have all contracted with us and relied on our data in developing their short-term rental regulations and enforcement programs. To further validate our market leading data quality and analytics capabilities, Host Compliance's data has been widely quoted by leading media outlets such as CNN, CBS News, Fox News, CBC, Denver Post, San Francisco Chronicle, San Diego Tribune, the Wall Street Journal, and even Outside Magazine, who featured our CEO prominently in their article "*Did AirBnB Kill the Mountain Town*?"[1].

While we understand that Park City previously contracted with Dr. Brumby McLeod in the hope of getting similar insights and programs in place, it appears from the outside that this multi-month project has resulted in little hard data, insights and practical solutions to the county and city's short-term rental related challenges. We are therefore excited to present this proposal which we believe provides a superior alternative to simply continuing to contract with Dr. McLeod and Bear Cloud Software/STR Helper which Dr. McLeod relied on to support his previous analyses[2]. Said simply, Host Compliance would bring (1) a fresh perspective and best-practices derived from our experiences serving a much broader and more sophisticated set of local government clients, and (2) our unrivalled big-data analytics capabilities that will ensure that you have the most accurate data available to inform your efforts to address your community's short-term rental related challenges and enforce your current (and future) regulations.

Below is a quick summary of how our proposal meets and exceed your specific requirements:

i. **Create an inventory of all STRs and their Hosts in City and County, sufficient to permit the City and County to conduct outreach and verify whether properties on the inventory are compliant with City and County Codes;**

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[1] Outside Magazine, "Did AirBnB Kill the Mountain Town?" by Tom Vanderbilt (July 11, 2017). Last visited https://www.outsideonline.com/2198726/did-airbnb-kill-mountain-town on October 26, 2018.
[2] Please also note that Dr. McCleod serves on the Board of Director of Bear Cloud Software/STR Helper and therefore has an obvious conflict of interest as it relates to this RFP and area of work

Over the last 3 years We have invested over $1M to develop our industry-leading STR address identification technology and artificial intelligence that enables us to **create a more accurate inventory** and match more short-term rental listings than any of our competitors. In fact, since our inceptions we have successfully identified the exact addresses of more than 585,000 short-term rentals!

Our address identification data is provided via Host Compliance's cloud-based software platform is a combined CRM and big-data analytics platform utilizing some of the most cutting-edge artificial intelligence technologies to create tangible results for our clients, while delivering a "consumer-grade" user experience to city and county staff.

ii. Make the STR inventory specified by the City and County compatible with the City and County GIS systems. This may include accepting data specified by the City and County in a verifiable form from platforms rather than directly from Hosts;

The depth of our technical experience with geo-spatial data and analytics ensures 100% compatibility with third-party GIS systems and we can accept, transfer and sync GIS and other data via our open secure APIs, FTP servers or any other integration point specified by the City and County. As an example, we can easily integrate our data with ESRI/ArcGIS.

iii. Assist the City and County in the development of "best practices" to inform hosts operating in the City and County to apply for and obtain all required authorizations and pay all required taxes and fees and to perform community outreach concerning STRs

Our 3 years of experience serving more than 150 local governments (more than twice as many as our closest competitor) with STR compliance related services allows us to stay at the forefront of developments in STR regulation and administration. All the knowledge and innovation from working with our customers, including 25 mountain resort communities and many of North America's largest cities, is made available to all our clients and ensures that they always utilize industry best practices and technologies. In addition, our leadership team has a combined 30+ years of experience in strategic consulting at leading companies such McKinsey & Company, Nielsen Analytic Consulting and Hewitt Associates. This training and experience manifest itself in our innovative and creative solutions that no competitors have yet been able to imitate. Examples include our innovative STR activity audit solutions, our automated hotline services, and our fully customizable permit application solutions.

iv. Provide agreed upon reports, analysis, documentation and online, customized access to STR information management system to review Host and Host Residence data, as required by the City and County;

All our data is made available 24/7 via our secure cloud software platform which contains many standard reports as well as the ability to generate custom reports that can be organized, filtered, sorted, organized and downloaded as needed at no additional cost.

v. Participate in meetings and/or call with City and County staff on a period basis to be determined prior to the commencement of services.

Host Compliance is known for providing extensive support, participating in meetings and/or calls virtually and in-person whenever needed, and closely coordinating our activities with our clients. To exemplify this, below is a quote from Zak Kelley from the Office of the Director of Finance at Metro Nashville & Davidson County, TN highlighting our responsiveness and support:

> *"Host Compliance has not only met, but far exceeded our expectations. They are responsive to every inquiry and always available, whether for a simple process question over email or to come in town to testify before a Senate Committee on the larger policy issues. Host Compliance has saved us a tremendous amount of time researching properties in violation. Their period rechecks, which saves the advertisement, on properties has been helpful in catching people who continue to operate after being told to stop. From an ordinance enforcement standpoint, Host Compliance's services are indispensable!"*

Because of our extensive support, we have a 98.5% renewal rate, and our customers rate us a 9.5 out of 10[3] in customer satisfaction, with 98% reporting that they would recommend Host Compliance to a friend or colleague.[4]

vi. Provide additional related services and technical assistance relating to STRs on a Task Order, negotiated fee basis as requested by Park City Municipal Corporation.

While this proposal is focused on our data analyses capabilities, address identification, automated outreach solution and our qualifications for providing credible thought partnership to the City and County, Host Compliance also offers a whole suite of additional permitting, tax collection, audit and hotline services relating to STRs. By partnering with Host Compliance, the City and County will therefore ensure that the chosen solution is future proof and we can support any future needs as the requirements may change and evolve.

In summary, our data-driven approach and comprehensive expertise has allowed Host Compliance to deliver proven, cost-effective and comprehensive STR regulatory and administrative solutions to over 150 local governments, and we believe that the Park City and Summit County would similarly benefit from working with us.

[3] Based on 174 customer satisfaction survey responses received up to May 2, 2018
[4] Based on 51 responses received up to October 23, 2018

1. Qualifications & Experience Statement

Host Compliance LLC is a privately held company that was born in the heart of Silicon Valley. Founded in 2015, the company has quickly become the leading provider of STR compliance monitoring and enforcement solutions to local governments. Today, we have offices over North America, serving over 150 local government customers, including 25 mountain resort communities.[5] We have provided in-depth case studies of our work with 3 of those mountain resort communities in Appendix 1.

With more than twice as many clients as its closest competitor, Host Compliance is the clear market leader in the market for STR regulation and administration. This market leadership position manifests itself in 2 important areas:

- ✓ **Market-Leading Expertise:** Our experience from working with many of North America's mountain resort communities and largest cities ensures that our clients (large and small) always use industry best practices and technologies.
- ✓ **Advanced Data Science and Technology:** Best in class data science, technology, and processes that has been "battle-tested" and proven to work in communities as big as Denver, CO and as small as Taos, NM.

We were the first company to offer software-based compliance monitoring, registration, enforcement and outreach solutions specifically designed for STRs and have continued to lead the category by introducing new software, tools and functionality on a quarterly basis. As the clear thought leader on regulatory policy and best practices, Host Compliance has been the featured speaker at national and regional events organized by the National League of Cities (NLC), the International City/City Management Association (ICMA) and the American Planning Association (APA) and been featured in media such as The Wall Street Journal, CNN, and CBS News. By doing so we have helped define the standards and best practices for adopting and implementing successful STR policies including the existing or pending ordinances in Los Angeles, Vancouver, Denver, San Diego, Nashville, Calgary, Edmonton, Orlando, Toronto, Seattle, South Lake Tahoe, Truckee and countless other communities. We believe this demonstrates a consistent and successful track record of establishing and maintaining positive collaboration and problem solving methods with public, private sector, and community stakeholders. We also believe this thought leadership position is an important differentiator as it ensures that Park City and Summit County will be able to stay ahead of this quickly changing

[5] Due to the 15 page RFP length constraint, please see https://hostcompliance.com/clients/ for additional client testimonial.

industry and always have access to the emerging best practices (as opposed to having to rely on less innovative "me-too" companies that per definition follow rather than lead the industry).

Host Compliance is more than happy to share its unique and comprehensive perspective on the best practices for regulating and enforcing STRs. This deep expertise, experience and data-driven approach allows us to provide unbiased and data-informed advice to Park City and Summit County as it continues to evaluate the path forward for STRs. In fact, we believe that continuous improvement and evaluation is so important to the long-term success of any STR program that as part of our proposed solution we include complimentary consulting hours for Park City and Summit County to use at its discretion. Specifically, we have included 20 hours of free consulting per year, with any additional time at $200 an hour.

Below we have provided the backgrounds[6] and contact information for our proposed project team:

Ulrik Binzer – Overall Project Management (Seattle, WA)

Phone: (857) 928 – 0955 **E-mail:** binzer@hostcompliance.com

Ulrik is the Founder and CEO of Host Compliance, the industry leader in STR monitoring and compliance solutions for local governments. A pioneer in the STR enforcement solution space, Ulrik developed the first STR compliance monitoring tools and now uses his expertise and insights to help local governments across North America implement, monitor and enforce STR regulation. Ulrik frequently speaks on the topic of STRs and has been featured at many relevant conferences including the International City and County Manager's annual conferences, the American Planning Association's National Planning Conference, The University of Minnesota's Symposium on the Sharing Economy and at numerous events organized by the Colorado City and County Manager's Association and the California Association of Code Enforcement Officers. Prior to founding Host Compliance, Ulrik served as Chief Operating Officer of Work4 Labs – an 80-person Venture Capital backed technology company with offices in Silicon Valley and Europe, and Soligent Distribution LLC - the largest distributor of solar equipment to local governments and businesses in the Americas. Before assuming executive management roles in technology companies, Ulrik served as Vice President of the private equity firm Golden Gate Capital, as a strategy consultant at McKinsey & Company and as an Officer in the Danish Army where he commanded a 42-person Platoon and graduated first in his class from the Danish Army's Lieutenant School. Ulrik received his M.B.A. from Harvard Business School where he was as a Baker Scholar (top 5% of his class) and earned his Bachelor of Science degree in International Business from Copenhagen Business School and New York University.

[6] Due to the RFP page limitation, we have not included full resumes, but can provide them if requested

David Marcus – Data Management and Analytics (San Francisco, CA)

Phone: (203) 233-9940 **E-mail:** david.marcus@hostcompliance.com

David is Host Compliance's technical Co-founder and a Caltech Applied and Computational Math graduate specialized in geospatial data science and information management. He has more than 13 years of experience building well-architected, scalable GIS applications. Prior to Host Compliance, David founded PointsOnAMap.com, a database of travel attractions from around the world based on the analysis of hundreds of millions of photos, and Routefriend.com, a web-based application for planning trips on buses and trains, serving 1.5 million monthly users. David's most recent experience was at DwellAware where he served as the Lead Data Scientist, developing models of risks and costs in the residential real estate sector. Prior to DwellAware, David served in various technical roles at a number of software companies including aboutLife, Urban Mapping, American Towns, Nielsen Analytic Consulting and Hewitt Associates. David earned his Bachelor's Degree in Applied & Computational Mathematics at the California Institute of Technology and his Master's Degree in Anthropology from the University of Kent.

Lucas Culbertson – Software Engineering (San Francisco, CA)

Phone: (251) 716-2581 **Email**: Lucas.Culbertson@hostcompliance.com

Lucas leads Host Compliance's engineering team and ensures that Host Compliance always delivers a modern, high-quality software product. After starting his career in a traditional desktop GIS world, Lucas' skills have rapidly evolved to meet the ever-changing demand for geospatial experts with a focus on software engineering principles. His 9+ years of hands-on experience lies in both the agile, nimble, tech start-up world to the realm of DoD contract work where security and integration are paramount. Prior to Host Compliance, Lucas served in various technical leadership roles at Sirius XM, Automatic, and Urban Mapping. Lucas started his career as a GIS specialist for Bowhead Science and Technology, working with federal customers, and a GIS analyst for Spatial Data Research, specializing in municipal and country data. Lucas earned his Bachelor of Science in Geographical Information & Analysis from the University of Kansas.

Jeffrey B. Goodman – Policy analysis and development (New Orleans, LA)

Phone: (714) 742–0622 **E-mail:** jbg@jbgoodman.com

Jeffrey is an urban planner and considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has worked with Host Compliance since early 2016. Jeff has previously contracted with the Cities of Vancouver, BC; Pasadena, CA; West Hollywood, CA; New Orleans, Los Angeles, CA and Airbnb, and advised researchers on STRs in range of other cities including San Francisco, Portland, and New York. Jeff has spoken about STRs across North America, including at the APA's National Planning Conference, and he is the author of a featured article in Planning Magazine on the topic of STR regulation[7]. He graduated from Yale College and earned his Masters of Urban Planning from Harvard University.

Teresa Ou – Legal (Portland, OR)

Phone: (617) 256–6627 **Email:** teresa.ou@hostcompliance.com

Given the restrictive nature of Utah H.B. 253 and the regulatory changes occurring in the STR landscape, we will be adding our in-house General Counsel Teresa Y. Ou to the proposed project. Teresa honed her legal acumen at several major national law firms in Boston and Atlanta followed by heading up the legal, compliance, and other functions for a high-profile venture capital backed start-up company named Lyra Health, Inc, where she started as the first employee and helped drive growth to almost 70 employees. In addition to her legal acumen, Teresa has almost 10 years of business consulting experience with McKinsey & Company where she focused on highly regulated industries. Teresa earned her undergraduate degree *magna cum laude* from Harvard College and her law degree from Harvard Law School.

Stacy Pobatschnig – Customer success (Incline Village/Lake Tahoe, NV)

Phone: (603) 781-4988 **Email:** stacy.pobatschnig@hostcompliance.com

Stacy leads Host Compliance's customer success team and our customers praise her responsiveness and ability to explain, instruct, and train. She is passionate about communication strategy, project management, and making a positive impact for the thousands of permanent residents who are finding themselves priced out of the communities they work in and love. In fact, Stacy first learned about Host Compliance as she was looking for long term rental housing in the Lake Tahoe region (where she now resides) and quickly realized that there was none available, partly due to the conversion of workforce housing into full-time STRs. Prior to joining Host Compliance, Stacy ran her own consulting firm and served in various leadership roles at Recreational Equipment, Inc. (REI) and Orvis where she managed various marketing analytics and software implementation teams. Stacy earned her MBA from the University of New Hampshire and her undergraduate degree from Simmons College in Boston.

In combination, Host Compliance's proposed project team provides a unique and differentiated skill-set and set of experiences that can greatly improve the City and County's ability to execute a successful STR administration and regulation program.

Finally, with regard to the criteria listed in the RFP under IV that we have not yet addressed:

i. We are qualified to conduct business in the State of Utah (Business Registration Number 11036302-0161) and submitted our application for a Summit County Business License on

[7] https://hostcompliance.com/resources-gallery/2016/4/22/could-you-bnb-my-neighbor-a-planners-take-on-the-sharing-economy

October 25th. If Host Compliance is awarded the contract, we can promptly obtain a Park City business license (as was recommended by the City when we inquired).

ii. We have not been debarred by any government.

vi. We have documented experience in providing required training to various size groups. Examples are on our website at: https://hostcompliance.com/webinars-recordings/, https://hostcompliance.com/speaking-appearances/ and https://host-compliance.thinkific.com/courses/introduction-to-short-term-rental-regulation,

viii. We affirm that we have no requested changes to the standard contract.

2. Proposed Approach to Scope of Work

At the center of our proposed solution stands a fully functional real-time interactive and fully integrated cloud-based data management system that contains all information pertinent to the City's work related to STRs. This central data hub serves as a central repository of all relevant data, as well as the central command center for the all work related to the management of STRs. Specifically, our online platform provides authorized personnel with the ability to:

- Review high-level and detailed information on the current and historical STR market
- Quickly search, map and look up the identified addresses, owner information, compliance status and associated listings for all short-term rentals operating in the City's/County's jurisdiction
- Review available evidence such as screenshots, reviews, address identification evidence, rental activity records etc.
- Add notes and upload additional pictures and other evidence that needs to be associated with STRs
- Add or change addresses, owner information, unit numbers, parcel numbers, etc.
- Validate the accuracy and internal consistency of all data to eliminate data entry errors
- Review pdf copies and all relevant data related to letters sent to STR operators from our system

In building this software platform we have leveraged best-practice principles from our roots in Silicon Valley. Given the lack of robust platform-as-a-service solutions incorporating geo-spatial data and the ability to run complex AI algorithms, Host Compliance's core software solutions are built in-house and all pertinent data are delivered and updated in real-time through an web interface that integrates multiple modules (e.g., Address Identification, Compliance Monitoring, Mobile Permitting/Registration, Rental Activity Monitoring, Automated Outreach, Hotline, Tax Collection, Audit etc). That said, we have partnered with Amazon Web Services, which is the industry's leading provider of such services and well-known for its scalability and security. In addition, we have the ability to integrate with many municipal software platforms, including: Oracle, Central Square, ESRI, NIC, Cityworks, Tyler Technologies, Accela, SAP, GovPilot, and

MuniLogic, so long as they have modern RESTful API endpoints or the ability to exchange data via standard CSV and text files. We believe this architecture provides us with many benefits including the ability to fully customize our software to this specific use case. Other vendors have taken a different approach and have chosen to build their solutions by customizing existing CRM platforms such as Oracle and Salesforce.com. This severely restricts their flexibility and ability to integrate modern AI algorithms and prevents them from building modern consumer grade user experiences.

Requested service i. Create an inventory of all STRs and their Hosts in City and County, sufficient to permit the City and County to conduct outreach and verify whether properties on the inventory are compliant with City and County Codes

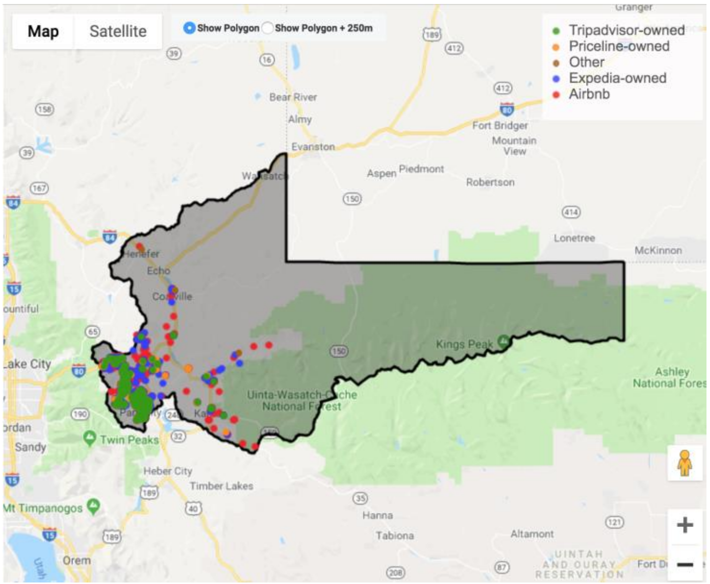
Host Compliance's approach to creating the inventory of short-term rentals in Park City and the unincorporated areas of Summit County would be accomplished by deploying our standard Address Identification and Compliance Monitoring software modules that to-date have been successfully deployed in 150 other jurisdictions.

Address Identification

Host Compliance's Address Identification solution leverages our proprietary technologies, methodologies and processes to quickly and cost-effectively monitor specific geographies for STR listings and precisely identify the addresses of the associated STR units. These sophisticated software tools and algorithms are currently deployed continuously across the 55 largest STR websites, including Airbnb, Homeaway, VRBO, and Craigslist, ensuring that our database of rental properties is always comprehensive and fully up-to-date. While some competitors would have you believe that a service such as Address Identification is a commodity, the reality is that our solution provides dramatically better data.

As an example, of the time of writing, Host Compliance monitors 55 websites every three days. In combination, we believe the listings on these 55 websites represent ~99% of the total universe of vacation rentals in Park City, but we would be able to add additional electronic or manual monitoring capabilities for local property management websites to ensure even more comprehensive coverage of the City's and County's STR market. Please also note that our list of monitored websites is NOT comparable to the list of websites that may be monitored by our competitors who in other RFP responses have included listing sites that are not relevant to Summit County (e.g., Friendly Rentals which is only in Europe, Sykes Cottages which offers only cottages in the UK and Ireland); cross-listed sites, meaning sites that list identical inventory to other sites (e.g., Turnkey, Vacasa, Orbirental, RedAwning, NextPax); property management websites that also crosslist identical inventory to other sites (e.g., Streamline, V12, Escapia, VRM Software); and even websites that no longer exist (e.g., StopSleepGo, TripHomes). What this means is that our competitors monitor less than half as many websites that are actually relevant to the City and County as Host Compliance. This difference in features results in less comprehensive and accurate data and materially fewer identified short term.

To highlight this difference we understand that last December, Dr. McLeod with the help of Bear Cloud Software/STR Helper delivered what was supposed to be comprehensive STR market assessment for the City and County suggesting that (1) there were ~4,250 online STR listings in the County and 2) between Summit County and Park City Municipal Corporation, 2535 total nightly rental licenses had been issued. To our knowledge the report did not state how many of these listings were duplicates making it impossible to draw any conclusions about the current level of compliance.



In comparison, our more comprehensive scan and sophisticated deduplication software shows that as of October 25, 2018 the was a total of 11,561 STR listings posted online for rental units located in Park City and unincorporated Summit County. In addition, our data shows that ~half of these listings are duplicates (i.e. the same rental unit being posted on different websites such as Airbnb and Booking.com) and the true number of unique short-term rental units is therefore 5,741. Said differently, it appears that Baer Cloud Software/STR Helper failed to identify more than 7,000 relevant listings! (equivalent to 63% of the total).

To identify the duplicate listings, we use our proprietary de-duplication models that are more accurate than the models used by any other provider in the industry. Specifically, while other vendors simply can't figure out the which listings are duplicates or use simplistic models that simply detect overlaps in listing descriptions, we use far more accurate distributed deep learning algorithms to identify duplicate listings. To provide additional detail, we currently use models based on XGBoost, a random forest machine learning library used in the world's leading machine learning competitions and currently considered to be the most advanced machine learning technology available. Using these advanced models has allowed us to algorithmically identify duplicate listings across platforms with 97% match accuracy. We believe this will be critically important for the greater Park City area, as more than 50% of the STR listings for the area are duplicates.

Host Compliance Analysis

	Listings	Unique Rental Units	Avg. # of Listings per Unique Rental Unit	# of currently advertised rental units with atleast one date-stamped review posted online
Park City	7,448	3,646	2.04	1,815
Summit County Unincorporated	4,113	2,095	1.96	969
Total Study Area	**11,561**	**5,741**	**2.01**	**2,784**

Bear Cloud/STR Helper Analysis

Total Study Area	**4,250**	**?**	**?**	
% of Listings Missed by Bear Cloud/ST	**63%**			

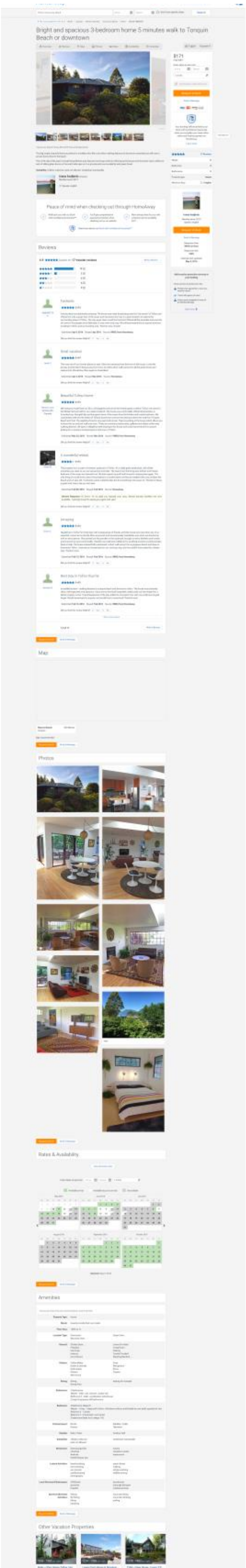
Once Host Compliance has identified all active STR listings within the City's and County's jurisdiction, the next step is to identify the exact:

- Location (e.g., parcel number, situs address, unit number (where possible and applicable), and coordinates (latitude and longitude)
- Host/operator name
- Property owner contact information

To do this we collect information from the STR listing to support matching with the actual STRs such as property type, rental type (e.g., homestay versus whole house lodging), maximum advertised occupancy, number of bedrooms and bathrooms, listing descriptions, reviews, estimated rental frequency, rental rate, minimum and maximum stay (where available), and other pertinent information. All information is continuously acquired and stored in our secure cloud-based database. Please note that the identification of parcel numbers is critically important at this stage, as it makes it easy to match the identified addresses with the addresses of property owners (who may not reside at the STR) in the City's and County's databases. The address, parcel number and owner identification is done by using a combination of proprietary data sources, geospatial algorithms and our more than 200 trained address identification analysts. Because we such a large address identification team, the address identification process is very quick and precise as compared to doing the same work manually (or exclusively algorithmically) and we would expect to be able to complete the initial address identification work for the entire County in less than 1 month. For comparison our largest competitor has less than 20 address identification analysis. You may therefore want to verify that they have the required capacity to take on this work if selected, especially since they recently got a contract with Summit County, CO which is of similar size to Summit County, UT and will likely require all their limited analyst resources for a foreseeable future.

The address match information for each listing/rental unit is stored in our online database for easy access. Given the importance of hard irrefutable evidence, Host Compliance automatically captures full-screen, high-definition screenshots of all active listings **every 3 days** and attaches these screenshots to each property's "file" in the database. The screenshots are captured on a

Full Page Screenshot example



random time and day during the week to eliminate the risk of non-compliant STR operators "gaming the system" by making their listings temporarily inactive on certain days and times. This is important as we have experienced that type of "gaming" behavior in many cities and counties across North America. While we are fully aware that the value of these screenshots may be of less value in Utah due to H.B. 253, we still believe that having this evidence can be helpful in cases where the online listings provide irrefutable evidence of actual stays in the form of date-stamped reviews. As of this time 48% of the City and County's unique short-term rental units have such data, and we believe this can be very helpful in helping enforce the current regulations. On the next page is an example of one of the full-screen, high-definition screenshots that we capture for each of the listings we monitor. You will notice that our screenshots, captured every three days, are time-stamped and include everything related to the listings including the pictures, maps, **reviews** and descriptive information. To our knowledge, no other provider of STR monitoring software captures full screen, time-stamped screenshots as often as we do, and instead only take screenshots upon address identification or on an ad-hoc basis. This is problematic as it leaves staff with much less actionable evidence than what is provided by Host Compliance's solution.

As mentioned previously, Host Compliance continuously identifies the exact addresses of all identifiable STR properties and stores all the relevant property, owner and host information in our secure cloud-based database. To make this data actionable, and in combination with licensing and zoning data from you, our systems automatically categorize and label all advertised lodging units based on their compliance level i.e.:

- Fully compliant properties, i.e. properties that meet all regulatory requirements
- Partially-compliant properties, i.e. properties that satisfy some-but not all the regulatory requirements.
- Non-compliant properties, i.e. properties that likely do not satisfy any of the regulatory requirements
- Properties for which the compliance status is still to be determined due to lack of data

Host Compliance's software will also automatically classify all STR units and listings into "active" and "inactive" based on the then current online availability of ads for each unit. Our system will provide easy to understand real-time reporting on new and removed listings and lodging units to make it easy for staff to quickly identify and generate lists of:

- Newly listed compliant and non-compliant STRs
- STRs that have eliminated all advertising on all the websites monitored by Host Compliance
- Re-listings of non-compliant properties
- STRs that have become compliant because of TOT outreach
- STRs that are still listed despite initial or repeated outreach

Having this data available in real-time makes it easy for your staff to prioritize their efforts and time, while ensuring maximum compliance across your jurisdiction.

Requested service ii. The STR inventory specified by the City and County should be compatible with the City and County GIS systems. This may include accepting data specified by the City and County in a verifiable form from platforms

We affirm that our data and system are fully compatible with GIS systems and all data can be made available in compatible formats either via our open API or via an FTP server. In addition, please note David Marcus's and Lucas Culbertson's deep GIS expertise.

Requested service iii. Assist the City and County in the development of "best practices" to inform hosts operating in the City and County to apply for and obtain all required authorizations and pay all required taxes and fees and to perform community outreach concerning STRs

As discussed in our Qualifications and Experience Statement, this is a critical part of our value proposition to our customers. Moreover, our presence in the technology centers of the Bay Area and Seattle and experience with some of the largest and most sophisticated cities in North America has given us a first-hand familiarity with innovative educational and community outreach methods. Based on this experience we propose two distinct forms of communication: a.) automated direct mailings of form letters to the owners of non-compliant STR properties identified using our address identification services, and b.) the use of ultra-targeted social media advertising campaigns targeting owners of vacation rentals in Summit County and Park City. Our current client, the City and County of Denver, have used both techniques with significant success and we would be happy to share with you the best practices at the appropriate time. As for the letters we would highly recommend fully automating the process of sending those and including screenshots of the related listing(s) in each letter. Based on our experience sending tens of thousand of such letters, doing so dramatically increase their effectiveness, and even though H.B. 253 says screenshots can't be used as evidence we feel confident, adding them to the letters will dramatically improve the effectiveness of the compliance efforts.

Requested service iv. Provide agreed upon reports, analysis, documentation and online, customized access to STR information management system to review Host and Host Residence data, as required by the City and County

Our online data portal provides a fully functional real-time interactive and fully integrated cloud-based STR data management and permitting system from which City zoning may pull the most recent reports "on demand", updated with data that is no more than 3 days old. Our data platform is flexible enough to provide the City with the ability to filter the data and target different types of STR operators based on listing status, listing activity level, and many other parameters. To streamline the City's workflows and reporting process, Host Compliance also has many standard reports that can dramatically speed up data retrieval. In case additional custom reports are needed, you can easily create them in our software or we can create them for you at no additional cost.

In addition to providing lodging unit addresses and listings specific data, Host Compliance can also provide sophisticated analytics on a city-level as well as the city's zoning district. Having this level of granularity enables the city to set and/or enforce different regulatory requirements for different parts of the city, e.g., residential, mixed use, or commercial. In addition our data can similarly be segregated and split up so County and City personnel only see the data relevant to them.

Finally Host Compliance provides an easy way for users to export the data in CSV, Excel, JSON, GIS shape files, or other program formats or platforms reasonably specified by the City.

Requested service v. To participate in meetings and/or call with City and County staff on a period basis to be determined prior to the commencement of services.

As discussed in our Qualifications and Experience Statement, customer support and advisory services is core to our company and we would be happy to schedule progress update meetings and project/problem solving meetings as often as necessary to accomplish the project objectives.

Requested service vi. Provide additional related services and technical assistance relating to STRs on a Task Order, negotiated fee basis as requested by Park City Municipal Corporation

While the aobe sections have detailed our Address Identification and Compliance Monitoring solutions (as they are directly responsive to the RFP), we will also briefly describe some of our other offerings, with a little deeper dive a couple of our most differentiated products. The point of this is to illustrate how, regardless of the priorities of the City and County and the future direction chosen for STR regulation and administration, Host Compliance will be able to meet your needs with turnkey and quick-to-implement solutions.

Mobile Permitting/ Registration: We understand the City and County already have a process in place, but if desired, given the tech-savvy nature of STR hosts, and the potentially large volume of license applications, our Mobile Permitting/Registration enables the ability to apply, pay, and track status online in real-time. Host Compliance applies the best of user-centered design principles, which may seem to be a “nice-to-have”, but actually leads to increased completion rates and constituent satisfaction, while also reducing errors and decreasing the amount of time spent by the staff in supporting applicants through the process. For your convenience we have provide a link to a live version of our permitting / registration system below along[8] as well as demo video[9]. We highly recommend that you take the opportunity to compare and contrast this user experience, with the user experience offered by our competitors and judge for yourself who offers the best solution to this problem.

Rental Activity Monitoring: Our estimations of rental frequency and stay duration are based on artificial intelligence (AI) models that have a far better ability to accurately estimate rental frequency and stay duration than more basic models that simply extrapolate rental activity based on review counts, calendars, and other “obvious” variables. Specifically our models improve our ability to accurately estimate rental frequency and stay durations by more than 300% over traditional methods, while keeping type-1 errors ("false positives") at approximately the same levels as the ones achieved using less sophisticated models. In addition, since our models are self-learning, they will adapt to the unique rental frequency and stay duration characteristics of each of your neighborhoods and will improve over time.

24/7Hotline: Our online reporting and call center platform that allows neighbors to easily report noise, parking, trash and other short-term lodging related issues 24/7/365, which is integrated into our central dashboard.

Online audit tools: Our integrated audit functionality that makes it easy for STR hosts to provide backup data such as rental activity statements, bank records and rental agreements and other business records to the City or County.

3. Pricing

To minimize the risk to the City and County, we propose a pay-for-performance pricing structure that is 100% tied to the success of the program. Specifically we propose charging the City/County a flat $40 one time-fee for each short-term rental property address we identify that is not already registered with the appropriate authority (the City or County) and subsequenly to our identification becomes compliant as a result of our recommended outreach efforts. Since the City’s permit application fee is $149, this guarentees a positive ROI and no downside risk.

[8] https://secure.hostcompliance.com/pasadena-ca/permit-registration
[9] https://hostcompliance-1.wistia.com/medias/rzuep6u9pu

HOST COMPLIANCE

APPENDIX 1 – CASE STUDIES

We selected Truckee, Beaver Creek, and South Lake Tahoe, given they are ski towns. Given the unknown direction of your STR regulations, more illustrative is the differing focus taken by each of these towns in their collaboration with Host Compliance

We selected Truckee, Beaver Creek, and South Lake Tahoe, given they are ski towns. Given the unknown direction of your STR regulations, more illustrative is the differing focus taken by each of these towns in their collaboration with Host Compliance. Truckee initially focused on tax collection, Beaver Creek wanted information for compliance as a way to protect their community (but not limit STRs), and South Lake Tahoe needed to manage the tremendous explosive growth in STRs. Please also view our video success stories for Durango, CO[10] (discovered 1/3 of its STRs were noncompliant), Denver, CO[11] (uncovered 1700 STRs in 1 month), and Nelson, BC[12] (Canadian ski town that achieved almost 100% compliance in just a few months).

Town of Truckee, CA
10183 Truckee Airport Road
Truckee, California 96161

Kim Szczurek, Administrative Services Director
Telephone: (530) 582-2913
Email: KSzczurek@townoftruckee.com

Truckee is near Lake Tahoe, within minutes of multiple ski resorts. Like many popular ski areas, it was hard to find rentals for local workers due to the rise in STRs, and reached out to Host Compliance for help. We contracted with Truckee on July 1, 2016 for Address Identification, Compliance Monitoring, Automated Outreach, and Tax Collection (12%). We kicked off our work with them at the end of July, identified 95% of their STRs in August, and by October were sending out letters to non-compliant STRs. Today, their TOT collections dramatically increase by x% (and some $ going back to investment in affordable housing and locals-only apartments). We recently renewed our contract, and in April, Truckee expanded the scope of work to include Rental Activity Monitoring. While Truckee's original focus was on **tax collection**, it has broadened its focus to review the impact on housing stock.

Beaver Creek, CO
26 Avondale Lane Suite #118C
Beaver Creek, Colorado 81620

Kathy Calton, Finance
Telephone: (970) 845-5896
Email: kcalton@bcresortco.com

Beaver Creek is a mountain village in Colorado, well known for being a high-end ski destination for families. Beaver Creek Resort Company's charter is to maintain and support the unique resort nature of the community, and so the focus of its short-term rental efforts was on obtaining

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[10] https://hostcompliance.com/customer-success-story-durango
[11] https://hostcompliance.com/customer-success-story-denver
[12] https://hostcompliance.com/customer-success-story-nelson

the necessary information on STRs in order to protect the peace and safety of residents, guests, property owners, and employees. Host Compliance contracted with Beaver Creek May 1, 2017 for Address Identification, Compliance Monitoring, Mobile Permitting/Registration, Rental Activity Monitoring, and Automated Outreach. We kicked off our work with them in mid-May, and trained their team by mid-June. At the time of the contract, there were over 1100 short term rental listings, which has increased to over 2000 today. We recently renewed, with Beaver Creek stating that "*Host Compliance has done an amazing job getting our homeowners into compliance."*

City of South Lake Tahoe, CA
1352 Johnson Blvd
South Lake Tahoe, California 96150

Maureen Stuhlman, VHR Investigator
Telephone: (530) 542-6071
Email: mstuhlman@cityofslt.us

South Lake Tahoe is a resort city on Lake Tahoe, known for its nearby ski resorts, beaches, as well as casinos. Not surprisingly, short term rentals exploded in this city, with a well-publicized battle over noise and parking fines for South Lake Tahoe rentals[13], and South Lake Tahoe has a reputation today for stringent short term rental regulation, and limits the number of approved permits to 1400 (which cost up to $1325 annually). Host Compliance contracted with South Lake Tahoe December 12, 2017 for Address Identification of STRs, Compliance Monitoring, Mobile Permitting/Registration, Rental Activity Monitoring, and Automated Outreach. Even with the holidays, we went live on January 22, 2018, and enforcement officers have praised our support. "As a Code Enforcement Officer, I find the ability of Host Compliance to find the non-permitted short-term vacation rental advertisements to be helpful and beneficial. It is a lot easier to handle a case with the evidence this supplies. Customer Service is very responsive and has been open to any requests/recommendations. Very easy to work with. The 24/7 Help Desk staff are professional and pay attention to detail on inbound calls." We are in the process of renewal, pending a November referendum on how to manage STRs going forward.

[13] https://www.cbsnews.com/news/south-lake-tahoe-vacation-home-rentals-noise-parking-fines-increase/

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _______, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and HOST COMPLIANCE LLC, a Delaware limited liability company ("Service Provider", collectively, the City and the Service Provider are referred to as ("the Parties").

WITNESSETH:

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

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

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

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

1. <u>SCOPE OF SERVICES</u>.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Sixty Thousand Dollars ($60,000.00)**.

The City has designated Matt Dias, Assistant City Manager, or his designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. <u>TERM</u>.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2019, or earlier, unless extended by mutual written agreement of the Parties.

3. **COMPENSATION AND METHOD OF PAYMENT**.

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

B. The Service Provider will invoice the City monthly for each short-term rental property address the Service Provider identifies that 1) is not already registered with the appropriate authority (the City or County); and 2) subsequent to the Service Provider's identification, becomes compliant as a result of Service Provider's recommended outreach efforts.

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

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

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

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

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

4. **RECORDS AND INSPECTIONS**.

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

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

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

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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

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

6. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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

7. <u>HOLD HARMLESS INDEMNIFICATION</u>.

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

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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

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

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

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

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

E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

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

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

D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

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

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

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

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

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

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

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

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

16. TERMINATION.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service

Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

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

20. SEVERABILITY AND NON-WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

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

21. ENTIRE AGREEMENT.

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

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PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

____
Diane Foster, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER:

HOST COMPLIANCE LLC, a Delaware limited liability company
1037 NE 65th Street #81158
Seattle, WA 98115

Tax ID#: ________________________
PC Business License #:__________

____
Printed Name

____
Signature

____
Title

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

STATE OF __________)
) ss.
COUNTY OF _________)

On this ____ day of ____________, 2018, ______________________________ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the __________________ (Title or Office) of HOST COMPLIANCE LLC, a Delaware limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the Provider/Professional Services Agreement.

____
Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

i. Create an inventory of all STRs and their Hosts in City and County, sufficient to permit the City and County to conduct outreach and verify whether properties on the inventory are compliant with City and County Codes.

ii. The STR inventory specified by the City and County should be compatible with the City and County GIS systems. This may include accepting data specified by the City and County in a verifiable form from platforms rather than directly from Hosts.

iii. Assist the City and County in the development of “best practices” to inform hosts operating in the City and County to apply for and obtain all required authorizations, pay all required taxes and fees, and to perform community outreach concerning STRs.

iv. Provide agreed upon reports, analysis, documentation and online, customized access to STR information management system to review Host and Host Residence data, as required by the City and County;

v. To participate in meetings and/or calls with City and County staff on a periodic basis to be determined prior to the commencement of services.

vi. Provide additional related services and technical assistance relating to STRs on a Task Order, negotiated fee basis as requested by Park City Municipal Corporation.

EXHIBIT “B”

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

<u>PAYMENT SCHEDULE FOR "EXTRA" WORK</u>

<u>N/A</u>

Short Term Rental (STR) Inventory, Compliance and Analytic Services

The Selection Process

- Staff released an RFP for Short Term Rental (STR) Inventory, Compliance and Analytic Services in early October and closed the RFP in early November.
- Staff received 3 proposals for the project.
- The Selection Committee was comprised of Park City Assistant City Manager Matt Dias, Summit County Economic Development Manager Jeff Jones, Park City Chamber Bureau President Bill Malone, Park City Business License Specialist Beth Bynan, and visiting staff member from Courchevel, France, Planning Director Bruno Barbe.
- The Selection Committee held two special meeting regarding service provider selection. During the first meeting, the committee identified a list of supplemental questions for the applicants:
    - De-duplication specifics– Describe the internal controls you have in place to ensure unnecessary letters or duplicates are not sent to addresses and owners. In addition, are letters sent to property owners, managers, and tenants, or all three?
    - Compliance examples– Provide two real-life examples from a previous community, including sample letters or methodology otherwise consistent with UCA 10-8-85.4, whereby compliance was gained/converting unlicensed properties to licensed. Please include conversation results: What was the percentage of properties brought into compliance, success rates per each mailing, phone calls, etc.? In addition, please demonstrate the conversion rate of compliance over time – year 1 achieved, year 2 achieved, etc. In addition, please estimate, to the best of your ability, predicted conversion rates for the Park City RFP.
- During the second meeting, the committee discussed results of requests for supplemental information, reference checks, and presented their average scores. Four out of five members of the selection committee recommended Host Compliance, LLC. While all applicants had strong reference checks, Host Compliance was selected for the contract award due to their excellent references by comparable communities and pay-for-performance pricing structure.

Average Weighted Scores from the selection committee (out of 100 possible points)

LTAS	Host Compliance	Bear Cloud
62.4	87.8	69.8

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration of an Amendment to the Existing Contract with Triple Crown Sports (TCS) to Reflect a Date Change for the Event in 2019 and 2020
(A) Public Input (B) Action

Suggested Action:

Attachments:
Triple Crown Date Change Request Staff Report

Exhibit A: Triple Crown Draft Contract

City Council Staff Report

Subject: Triple Crown Date Change Request & Event Conflict Approval
Author: Jenny Diersen, Special Events & Econ. Dev. Program Manager
Department: Special Events & Economic Development
Date: December 11, 2018
Type of Item: Administrative- Special Events

Recommendation

Staff recommends Council consider approving an amended contract with Triple Crown Sports (TCS) due to a date change request for 2019 and resolve a calendar conflict between TCS and Extreme Soccer for 2019 and 2020 that would require the events share venues and facilities which as according to section 4A-2-5 of the Municipal code, staff finds the events do not conflict.

- Changes to Triple Crown City Services Agreement would include reducing the second week of the Triple Crown tournament from 7 days to 5 days (Sunday to Thursday), and;
- Due to significant revenue loss for the TCS tournament, creating consistency in the annual support of City Services at up to $50,000 in City Services per year (previously $40,000 in 2019 and $30,000 in 2020).
- Extreme Soccer would change from a 3 day tournament to a 4 day tournament, beginning on Wednesday instead of Thursday.

The approvals are contingent upon annual approval of a final supplemental/operations plan for each event which as according to Park City Municipal Code 4A-2-3 is completed administratively by staff.

Analysis

Triple Crown Sports and Extreme Soccer have a long background in Park City. While the TCS contract was approved by Council on November 16, 2017, the dates in the staff report and contract were incorrect and Triple Crown requested a date change creating a conflict with Park City Extreme Soccer. As a result, the contract was not executed as staff attempted to renegotiate and minimize disruptions to TCS and the event calendar. Fortunately, the Chamber, TCS and staff worked to proceed and uphold parameters of the original contract in good faith for the 2018 event.

With the TCS date change request, in 2019 and 2020 the event conflicts with Extreme Cup for use of the same venues and facilities. The tournaments require jurisdictional coordination at a State and County level. As per Park City Municipal Code 4A-2-5, the applicants worked together to collocate and share facilities, equipment and staffing. Based on such coordination, staff finds that the geographic separation between events, anticipated transportation and parking impacts, and anticipated attendance and time and duration of the events, are significantly mitigated, that the events will not adversely impact each other and that the concurrent scheduling of events will not adversely impact public health, safety and welfare. In coordination with staff, the tournaments have worked together to find a mutually agreeable solution. Staff recommends continuing to accommodate both sporting events for both 2019 and 2020, as both sporting events have important economic and community benefits. Changes that will be made to the events include:

- Triple Crown will reduce the second week of the tournament (Boys Baseball) from 7 day event to a 5 day event. This also reduces the number of guaranteed games from 6 to 4, and creates a revenue loss of $46,000 annually to TCS.
- Extreme Soccer will become a 4 day tournament instead of a 3 day tournament, starting games on Wednesday. Adding a day to the Extreme Soccer tournament creates a negligible amount of increased costs of about $13,000. However, if Triple Crown had not worked in good faith to make accommodations, Extreme Soccer would be looking at cutting 100 games, which would equate to a $60,000 loss for the local sports tournament.
- It is important to note, that Parks staff in both the City and Basin have met and are confident that they can accommodate the operations of such solution. Weather would be the only contingency that may play into further cancelling games of either tournament.

Fourth of July
Triple Crown
Extreme Soccer
Arts Festival

July 2019

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4						

July 2020

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2						

Recommendation & Alternatives

1. **Recommended Alternative**: Staff recommends Council consider approving an amended contract with Triple Crown Sports (TCS) due to a date change request for 2019 and resolve a calendar conflict between TCS and Extreme Soccer for 2019 and 2020 that would require the events share venues and facilities which as according to section 4A-2-5 of the Municipal code, staff finds the events do not conflict.
   - Changes to Triple Crown City Services Agreement would include reducing the second week of the Triple Crown tournament from 7 days to 5 days (Sunday to Thursday), and;
   - Due to significant revenue loss for the tournament, creating consistency in the annual support of City Services at up to $50,000 in City Services per year (previously $40,000 in 2019 and $30,000 in 2020).
   - Extreme Soccer would change from a 3 day tournament to a 4 day tournament, beginning on Wednesday instead of Thursday.

   The approvals are contingent upon annual approval of a final supplemental/operations plan for each event which as according to Park City Municipal Code 4A-2-3 is completed administratively by staff.

   Pros:

   a. Accommodates the needs of each event, and the impacts can be mitigated based on data and analysis of each event.

   b. May create additional opportunities for Triple Crown and Extreme to collaborate on transportation and sustainability mitigation.

   c. Change in calendar creates a quieter/local event weekend during peak summer calendar immediately following 4th of July Celebration.

<u>Cons:</u>

a. Requires an existing event, Triple Crown, who has a City Services Agreement, to make significant changes to their event, further reducing the days of the event and taking additional revenue loss.

2. **Denial of TCS Date Change Alternative**: Uphold the dates as reflected the in TCS contract approved on November 16, 2017. Extreme Cup would be held the weekend before Arts Festival. There would be no conflict in 2019, but the conflict would still occur in 2020. Staff would return at a future date to address the 2020 conflict. Staff does not recommend this action.

   <u>Pros:</u>

   a. Extreme Soccer and Arts Festival events would not conflict in 2019.

   <u>Cons:</u>

   a. There may be other implications, such as claims of foregone revenues or other financial or intellectual damage claims from TCS.

   b. It is likely that TCS would not be able to move dates and may be reduced to only one week in 2019.

   c. Change of dates does not allow for a quieter local weekend during peak season after 4th of July Celebration.

   d. Staff would need to return at a subsequent Council meeting to address 2020 conflict with Extreme Cup.

3. **Denial of Extreme Soccer Alternative**: Approve TCS change of dates without reducing the second week of the tournament, and deny Extreme Cup. Staff does not recommend this alternative.

   <u>Cons:</u>

   a. Extreme Cup would not be held in 2019. Extreme Cup would forego as much as $100,000 per year and have severe impacts on the local soccer club's operations, and many local children participate and benefit from the success of this tournament.

Funding

Because TCS has a City Services Agreement, fee waivers do not count towards the annual threshold of Special Event Fee Reduction. Extreme Soccer would apply for any Special Event Fee Reduction as would any event without a City Service Agreement.

Attachments

A TCS New DRAFT Contract for Approval

CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & TRIPLE CROWN SPORTS

This Level Three Special Event Permit and City Services Agreement is entered into as of _______________________, 2018, between Park City Municipal Corporation, a political subdivision of the State of Utah, ("Park City", "PCMC" or "City"), and Triple Crown Sports, a Colorado corporation, ("TCS").

RECITALS

WHEREAS, TCS has staged the Triple Crown Girl's Youth Fast Pitch and Boy's Baseball World Series, (the "World Series") in Park City under the regulation and authority of annual special event permits issued by Park City;

WHEREAS, Park City and TCS wish to enter into a contract establishing Park City as the World Series headquarters, maximize planning efficiencies, pool resources, and improve event management to ensure the continued success of the event with minimal impacts to the residents of the City;

WHEREAS, TCS, desires to use certain facilities owned or controlled by Park City and to obtain certain municipal services, fee waivers, and other financial and non-monetary assistance from Park City and others as appropriate in connection with the Market, all under the terms hereinafter provided;

WHEREAS, Park City desires to contract with TCS to implement additional closures of Main Street, perform marketing and event management services, and to make substantive changes to the transportation plan and parking management plan as specified pursuant to the terms herein;

WHEREAS, Park City is authorized by Section 11-2-2 of the Utah Code Annotated to provide for and appropriate funds and services for athletic sports and festivals for public, governmental and municipal purposes;

WHEREAS, pursuant to Sections 10-8-2(1) and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is for a corporate purpose consistent with the 2014 Park City General Plan, particularly Tourism Economy, Economic Diversity, and Climate Adaptation Goals, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city; and

WHEREAS, Park City, in conjunction with the Park City Chamber/Bureau, reviews the direct economic benefit of the World Series Event to Park City on an annual basis. The City Council also finds that, in addition to the services contracted for herein, the World Series' annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Event create an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

AGREEMENT

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

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and TCS mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas identified at Exhibit A of this Agreement and each World Series in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the World Series event. Park City and TCS agree that the purpose for cooperation and flexibility is the successful operation of the World Series. Both parties understand that plans may change, and are subject to final approval by the City Council.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and TCS with respect to the Use Areas and the other items covered by this Agreement. The parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with the World Series. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Supplemental Plans for the 2017 World Series are incorporated within this Agreement and changes that promote the efficient and successful operation of the World Series may be considered. Failure to agree on changes to the Supplemental Plan will result in use of the existing Supplemental Plans. Any substantial changes in material terms, as determined by City staff, shall require an amendment to this Agreement and City Council approval. The City Council reserves full authority to approve or reject changes in accordance with Title 4A (as amended) and any other applicable ordinances.

1.3 TCS General Responsibilities. In addition to the responsibilities of TCS set forth in the balance of this Agreement, TCS is responsible for the timely submission to City of all annual plans related to the World Series, and producing and providing all official information related to the World Series to the City.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee by May 1 of each year all official Park City information relevant to the World Series and the Use Areas, and promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby. Park City shall cooperate with TCS by using its best efforts to notify TCS of any pending City ordinance changes or City right of way projects which could have a negative impact on TCS and its sponsorship relationships.

B. TERM AND LEASE OF USE AREAS DURING USE PERIODS.

2. Term. TCS hereby agrees to hold the 2018, 2019, and 2020 World Series in Park City. Accordingly, this Agreement shall be effective from November 16, 2017, until the last day of November, 2020.

2.1 Dates of World Series. The dates of the World Series shall be held on the following dates:

July 9 through 21, 2018
July 15 through 25~~7~~, 2019
July 13 through 23~~5~~, 2020

3. Grant of Lease. Park City hereby grants to TCS and its designees and assigns, and TCS hereby accepts, the right for the occupancy and use of the Use Areas for the purposes further described on Exhibit A along with the use of all available utilities, services, and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and TCS with respect to the Use Areas is that of landlord and tenant, and may be further defined by Lease Agreement. However, the Lease Agreement shall not conflict with this Agreement or any Exhibit attached hereto. Park City makes no express or implied warranties regarding the Use Areas and TCS hereby acknowledges it has inspected the Use Areas and accepts the Use Areas "AS IS."

3.1 Park City and the Park City School District hereby acknowledge and agree that they are parties to a lease agreement dated November 8, 2007 which grants certain rights to Park City to use the Park City School District recreation fields, including those identified in Exhibits A through D herein (the "School Agreement"). The parties hereto enter into this Agreement subject to the School Agreement between Park City and the Park City School District and further agree that any such use of School District's property shall be subject to the priority granted to the School District pursuant to the School Agreement that any use by the School District for educational purposes shall have priority in scheduling over any other use. By signing this Agreement, the Park City School District agrees that the occupancy and use right granted by Park City to TCS via this Agreement are consistent with an in compliant with the terms of the School Agreement and that no further approval thereof by the Park City School District Board is required.

4. Exclusive or Shared Use. The Use Areas include areas where TCS has Exclusive Use and areas where TCS has Shared Use, as indicated on Exhibits A through D. All Park City personnel who require access to Shared Use Areas during the applicable Use Periods shall be subject to TCS's operational policies and procedures and plans for Shared Use Areas.

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

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

4.3 Permitted Uses. TCS may (but shall not be obligated to) use of the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, with City Approval, for the purposes indicated on Exhibit A through D; including for the moving in and out, and the construction, erection, and staging of decorations, trash, recycling, and other temporary facilities and installations and other temporary improvements, lighting, sound systems, booths, stages, tents, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs, and other merchandise to persons attending the World Series; for advertising, marketing and promotion; and for any other purpose related to the World Series.

4.4 Rights to License. TCS shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right to sell (or give away) or license the right to sell (or give away) any food & beverage with the exception of any currently approved and binding written contract for these services agreed upon between Park City and a third party, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any Person in or on the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, TCS shall not be released for its obligations hereunder.

4.5 Restoration. TCS shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, TCS shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed upon in writing by the Parties.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall remain responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Special Event Permit. The City hereby finds the World Series to comply with the Municipal Code of Park City Section 4A. Upon execution of this Agreement, Park City shall issue to TCS a Special Event Permit that covers all activities of TCS described in this Agreement that may require such a Permit. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval, transportation, security, and waste/recycling plans, and all other required permits, approvals, variances, etc. that may be encompassed by the Special Event Permit for each World Series. TCS will coordinate with the City and any other approved special event applicants to ensure that the impacts of events are minimized to the surrounding community.

5.3 Permits and Licenses Issued by Other Governmental Authorities. TCS shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses, and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to TCS's use of the Use Areas during the use periods. Park City shall support and cooperate with TCS in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize TCS to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events Department shall support and cooperate with TCS in obtaining permits as necessary concerning any local, City, County or State ordinances, rules, laws, and regulations to assist TCS in hosting and staging the operations of the World Series and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. As according to the list of Basic City Services below, and the 2016 cost thereof in the spreadsheet below, Park City shall pay for $50,000 in City Services in 2018, ~~$40,000 of City Services in~~ 2019, and ~~and $30,000 in City Services in~~ 2020. TCS shall be responsible for paying for ~~any~~ other City Services over the amounts as indicated above. ~~as requested by TCS~~.

a. Up to 20 hours of specific Event Police when mutually determined necessary by the Park City Police Department and TCS.
b. Use of recreation fields as outlined in exhibits A through D.
c. Maintenance and Full and Partial Field preps as outlined in exhibit E.

d. Traffic barricades and use of two Variable Message Signs as needed concerning traffic control as mutually determined by TCS and Park City.
e. Installation of Bracket Board as provided by the Chamber if requested by TCS.
f. Four (4) sets of City bleachers, including set up and break down if requested by TCS.
g. Special Events Application Fee
h. Building Permit Fees
i. Four (4) rentals of Santy Auditorium if requested by TCS.
j. Special Use of Public Parking regarding Main Street closure if requested by TCS.

TRIPLE CROWN CITY SERVICES CONTRACT			
2016 COST OF CITY SERVICES			
TYPE	**QUANTITY**	**COST PER UNIT**	**TOTAL COST**
Police Services	20	$ 75.00	$ 1,500.00
Fields	14	$ 3,450.00	$ 48,300.00
Trash	78	$ 33.90	$ 2,644.20
Restroom Cleaning	1	Contract	$ 4,650.00
Full Field Preps	78	$ 91.15	$ 7,109.70
Partial Field Preps	400	$ 60.75	$ 24,300.00
VMS	3	$ 151.20	$ 453.60
Parking	72	$ 16.00	$ 1,152.00
Bracket Board	7	$ 23.32	$ 163.24
Bleachers	28	$ 53.00	$ 1,484.00
SE Permit	1	$ 180.00	$ 180.00
Building Permits	1	$ 215.00	$ 215.00
Room Rental	4	$ 200.00	$ 800.00
			$ 92,951.74

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the World Series. If such adjustments require Park City to provide services which exceed the level or type of City services in the aggregate that Park City is committed to provide in Section 6.1 herein, then such services shall be considered Additional City Services to be paid for by TCS under Section 6.2.

6.2 Additional City Services and Work Order Process.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City services to be provided by Park City to promote the efficiency and success of the World Series. TCS may request services from Park City in addition to basic City services under this Agreement, either due to quantity, frequency, or type of service requested (collectively, “Additional City Services”). Park City will provide TCS with cost estimates for the Additional City Services before those additional City Services are performed. TCS will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment.

6.3 City Services Financials.

(a). Park City agrees to keep accurate books and records of expenditures related to City Services provided to the TCS. Park City shall provide these financials for City Services for a debrief due by November 1 of each contract year. TCS or its independent auditor reserves the right to conduct its own annual audit of books and records at reasonable times and places during ordinary business hours.

(b). All estimated City and TCS expenses related to City Services must be included in the Supplemental Plan and provided to TCS for review by April 1 of each contract year.

6.4 Event Survey. TCS shall conduct a limited survey of the World Series attendees geared at measuring event impact as well as benefit to the local community and economy. Park City will have the right to provide input to said survey and methodology, and changes shall be mutually agreed upon by both parties. TCS will be responsible for any costs to complete this survey.

7. City Representative.

7.1 Event Representative. Prior to and during the Use Periods, Park City shall designate at least one (1) full-time employee to serve as its "City Representative" for the World Series, who shall be the operational liaison between Park City and TCS and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at TCS's request, access to and street closure(s) (if applicable) of the Use Areas is provided to TCS upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to the Supplemental Plan. The City Representative shall generally be Special Events staff for the City, unless otherwise approved in advance by TCS, which approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Departmental Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this Agreement shall be borne solely by Park City. The Management Representative shall, if requested by TCS, assist TCS with the formation of a logistics coordination team.

7.3 Management Meetings. The City Representatives and TCS Event Manager shall confer no later than April 30 annually to review World Series operation, the Supplemental Plan, and the terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved by May 30, unless based upon the facts and circumstance, approval by May 30 is not practical and then the changes shall be approved as soon as possible.

8. Parking and Transportation.

8.1 Transportation Plans. Park City, with coordination from TCS, shall develop and implement plans for traffic control around Main Street as part of the Supplemental Plan to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking, road closings, and any enhanced transit service to off-site shuttle lots and paid parking. Park City shall modify and as necessary expand the public City Transit service, at TCS's sole expense, to meet the increased public demand during the World Series consistent with the purposes of the Agreement and the needs of the public, including patrons of the World Series. The system will remain open to the public and will service the existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods, and are not to be construed as the provision of "charter" services.

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

8.3 Parking Areas. Park City, with coordination from TCS, shall develop and implement plans for parking as part of the annual Supplemental Plans to meet the needs during Use Periods. TCS will help to enforce all parking codes to reduce illegal parking and allow for emergency access at all use facilities. This may include providing staff to monitor parking lots to ensure compliance. Written permissions may be required in order to use private lots located near playing facilities. It is TCS responsibility to gain permission and fulfill all commitments associated with any private parking lot use agreements. Furthermore, TCS shall make an effort to reduce parking impacts in neighborhoods that are adjacent to Use Areas.

D. TCS SERVICES.

9. TCS Obligations. As consideration for the City support herein, TCS agrees to the following:

9.1 Approval of Event Dates. TCS agrees to annually submit any changes or modifications to the dates of the World Series to Park City for review and approval.

9.2 Park City Venues. Park City shall be recognized as the headquarters of the World Series. Every effort will be made by TCS to prioritize the Park City and Summit County lodging and facilities to fulfill utilization and expand the World Series outward from there. The presentation for the World Series on the website, mailings, and phone communication to the teams will be directed at the Park City lodging community as a priority. Both parties acknowledge that the World Series may grow and evolve over the course of this agreement.

9.3 Scheduling. TCS shall schedule no more than 120 teams per week in the World Series, unless other facilities are used throughout the region. The World Series requires two (2) weeks of play, and shall coordinate with Park City to ensure the use of local play and accommo~~i~~dation of other permitted tournament events. The parties shall mutually determine which field can be programmed for local play.

9.4 Public Relations – Press Releases and Promotional Materials. TCS shall include a reference to "Park City, Utah" in all press releases made and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the HPCA promoting Park City, Utah, generally. TCS agrees to promote the World Series in Park City, Utah, using the following mechanisms:

A. www.triplecrownsports.com;
B. Direct e-mail program with extensive nation-wide database;
C. On-site event promotions; and
D. Promotions at existing Championship events.

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

9.6 Fundraising Events. TCS shall hold fundraising events at the World Series to benefit the capital improvements of facilities and Park City youth programs.

9.7 Responsibility. TCS acknowledges that noise levels and crowd control are TCS responsibility and that if this World Series violates the noise requirements as stated in the Municipal Code, TCS is liable. As per the municipal code, TCS may request a variance to noise requirements annually as part of the supplemental plans.

9.8 Responsible Conditions. TCS acknowledges that Park City can still impose reasonable conditions as the World Series changes. Annually TCS shall report the following:

a. Attendance – average attendance targets shall be established and verified annually by staff and TCS to monitor growth of the event.
b. Traffic Impacts – Work with Park City to review and create an incentive program for attendees that take alternative modes of transportation. TCS and Park City will determine a traffic baseline, and provide plan to lessen vehicle impacts annually.
c. Sustainability Efforts and Impacts – Work with Park City on reduction of the World Series' carbon footprint. TCS shall:
    - Identify a staff member onsite that will, in coordination with the City, be in charge of managing waste, recycling and

sustainable efforts and be available for daily communication with Park City during the World Series.
- Work with the City to gather data regarding waste diversion rate for trash, recycling, and compost in pounds, and provide a plan to increase diversion rate annually.
- Create a plan to increase the use of reusable or recyclable event materials (banners, signage, brochures, etc…).
- Reduce the use of plastic bags, single use plastic bottles, and Styrofoam throughout the event (TCS to require use of reusable or compostable serving utensils/bags/packaging for all event vendors.
- Enforce no idling policy for vendors, staff, and attendees.

E. FINANCIAL

10. City Services Agreement. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contributions to TCS towards the cost of the World Series for the term of this Agreement. Within 60 days of the conclusion of the event, Park City shall submit to TCS an invoice reflecting the actual total fee incurred each year less the following amounts of City Services Fee Waivers each year:

$50,000 in City Services Fee Waivers in 2018, 2019 and 2020;
~~$40,000 in City Services Fee Waivers in 2019;~~
~~$30,000 in City Services Fee Waivers in 2020.~~

10.1 Park City agrees that this Agreement and all Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council no later than June 30 of each year. If such budget is not approved prior to June 30, TCS and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by July 1, TCS may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment shall be made within fifteen (15) business days of Supplemental Plan approval. No payments shall be made to TCS prior to approval of the Supplemental Plan. Similarly, should TCS dissolve or file bankruptcy, TCS may terminate this Agreement upon ninety (90) days prior written notice prior to that year's World Series, without recourse or further claims by Park City.

10.2 TCS agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to TCS and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense. If the contributions have not been used as agreed herein, the City shall be entitled to a full or partial refund of the amount. TCS agrees to turn in all IRS forms, updated business plans, and other similar financial information by November 1 of each contracted year.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

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

11.2 Waiver of Claims Against Park City. TCS shall not make any claim against Park City or its officers, employees, and agents with respect to any liability incurred by TCS to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement, use of the Use Areas, or the World Series, except to the limited extent such liability results from the negligence of Park City, its officers, employees, or agents.

11.3 Insurance. TCS shall procure and maintain at its own expense throughout the ~~Exclusive~~ Use Periods the following insurance:

(a) **$500,000** Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.

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

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

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

(b) Automobile general liability policy, with a limit of Two Million Dollars ($2,000,000.00).

(c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as additional insured on the policy with limits set forth in 11.4 (a) and (b).

(d) TCS shall require any hired transportation company to provide a policy of liability insurance and name TCS and Park City as insured on the policy with limits set forth in 11.4 (a) and (b) above.

11.5 Additional Requirements. The insurance provided by TCS pursuant to Section 11.4 of this Agreement:

(a) Shall be written on an occurrence basis, and shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines, and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the negligence of Park City or its respective officers, employees or agents.

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

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

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

11.6 Park City Liability. Nothing herein shall waive any provision, defense, or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

12. License for Use of TCS Marks. TCS grants to Park City a license to use TCS's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

13. License of Park City of Utah Logo, Name, and Marks. Park City hereby grants TCS a non-exclusive license to use for the effective term of this Agreement, any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the World Series, (b) providing map and way finding information, and (c) advertising or promoting the World Series; but specifically excluding any license for the sale of any novelties or merchandise.

14. Photography and Broadcast Rights. TCS shall have the non-exclusive right to arrange, conduct, or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. TCS shall have the non-exclusive right to record, to broadcast, and to permit media coverage of TCS's activities in Park City with a film permit.

15. Sponsorships. TCS shall have the exclusive right to sell sponsorships and suppliers of and other rights of affiliation with the World Series and events staged or conducted by TCS in the Use Areas, unless Park City has existing contracts with suppliers or sponsors. In these cases, TCS must honor these contracts.

16. Representations and Warranties.

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

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

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

18. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and TCS's Manager or other person designated by TCS as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and TCS's Managing Director. Either party may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the Managing Director of the World Series. A telephone conference of the City Manager of Park City and the Managing Director shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the Managing Director are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. Both parties shall share the costs of such mediation equally. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two (2) mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

19. Other Miscellaneous Terms.

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

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

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

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

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

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

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

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

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

If to Park City:
Economic Development Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000

With copies to:
City Attorney
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5025

If to TCS:
President
Triple Crown Sports
3930 Automation Way
Fort Collins, CO 80525

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

20.11 Nondiscrimination.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, TCS will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. TCS shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

C. TCS will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

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

PARK CITY MUNICIPAL CORPORATION

____
Andy Beerman, Mayor

Approved as to Form:

____
Mark D. Harrington, City Attorney

Attest:

____
City Recorder

TRIPLE CROWN SPORTS

____
Keri King, President

ACKNOWLEDGEMENT

STATE OF _________________)

COUNTY OF _______________)

On this ____ day of ____________, 2018, ______________________________ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed,

that he/she acknowledged to me that he/she executed the
______________________________ (name of document being signed).

____

Notary Public

SUMMARY OF EXHIBITS

EXHIBIT A	Use Area: City Park Field
EXHIBIT B	Use Area: Treasure Mountain Middle School Fields
EXHIBIT C	Use Area: High School Fields
EXHIBIT D	Use Area: Park City Sports Complex
EXHIBIT E	Field Preparation and Maintenance Agreement
EXHIBIT F	Traffic Control Agreement

EXHIBIT A TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT

USE AREA: City Park Field

Use Area:	City Park Field and associated parking inventories
Use Period:	July 9 through 21, 2018 July 15 through 25~~7~~, 2019 July 13 through 23~~5~~, 2020
TCS Contact Person:	To be submitted annually with each Supplemental Plan.
Intended Use:	Girls Fast Pitch Softball & Boys Fast Pitch Baseball
Hours of Use:	7:30 a.m. to 4:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.) TCS is required to coordinate use of City Park field with Park City Recreation staff in order to accommodate local play.
Type of Use:	Parking – nonexclusive; All others Exclusive.
Basic City Services:	Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

EXHIBIT B TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT

USE AREA: Treasure Mountain Middle School Fields and associated parking inventories

Use Area:	Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields.
Use Period:	July 8 through 22, 2018 July 15 through 25~~7~~, 2019 July 13~~2~~ through 23~~5~~, 2020
TCS Contact Person:	To be submitted annually with each Supplemental Plan.
Intended Use:	Girls Fast Pitch Softball & Boys Fast Pitch Baseball
Hours of Use:	7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)
Type of Use:	Parking – nonexclusive; ~~All others Exclusive~~Fields non-exclusive during second week of the tournament.
Basic City Services:	Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

EXHIBIT C TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT

USE AREA: PCSD High School Fields and associated parking inventories

Use Area:	Two (2) fields on the East side of High School parking spaces in the adjacent parking lot.
Use Period:	July 9 through 21, 2018 July 15 through 25~~7~~, 2019 July 13 through 23~~5~~, 2020
TCS Contact Person:	To be submitted annually with each Supplemental Plan.
Intended Use:	Girls Fast Pitch Softball & Boys Fast Pitch Baseball
Hours of Use:	7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)
Type of Use:	Parking – nonexclusive; ~~All others Exclusive~~Fields non-exclusive during second week of the tournament.
Basic City Services:	Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

EXHIBIT D TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT

USE AREA: Park City Sports Complex

Use Area:	All available softball & baseball fields at PCSC.
Use Period:	July 9 through 21, 2018 July 15 through 25~~7~~, 2019 July 13 through 23~~5~~, 2020
TCS Contact Person:	To be submitted annually with each Supplemental Plan.
Intended Use:	Girls Fast Pitch Softball & Boys Fast Pitch Baseball
Hours of Use:	7:00 a.m. to 5:00 p.m. for one (1) field 7:00 a.m. to 10:00 p.m. for all other fields (Current PMCM code has restrictions past 10:00 p.m.)
Type of Use:	Parking – nonexclusive; ~~All others Exclusive~~Fields non-exclusive during the second week of the tournament.
Basic City Services:	Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.
Restrictions:	Event organizers must honor Park City's existing contracts with sponsors and suppliers.

EXHIBIT E TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT

Field Preparation and Maintenance Agreement

Use Areas
The Fields, as described in Exhibits A through D, shall be turned over to TCS in conditions as mutually agreed upon.

City Park Field
Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'
Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Treasure Mountain Middle School
Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'
Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.
Skinned infields with bases at 60' and pitching rubber at 40'
Irrigation available to water down fields

High School Fields
Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'
Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

PCSC Fields

Full field Preparation done on the fields prior to the first game

Week 1: Bases at 60'; pitching rubber at 35'
Week 2: Bases at 60'; pitching rubber at (block) 40' – hammer down at 40'

Portable fencing at 210'

Trash and recycling receptacles to be placed by PCMC staff at appropriate locations for safety and effective service.

Park City Field Maintenance Staff

PCMC will staff each field with two (2) qualified personnel to prep each field as needed. Fees for full and partial field prep are as according to the PCMC Fee Schedule. Field preps will be provided by Park City between the hours of 6:00 a.m. and 3:00 p.m. ~~Tuesday through Saturday~~on each scheduled day of tournament games. Fees may increase annually.

A representative from PCMC will have the authority to stop play at any time if he/she feels safety is of concern or damage to the field is possible.

Materials Stored at Each Facility
Each field will have the necessary tools and supplies to field prep including 50 bags of quick dry in the event of inclement weather.

Field Preparation
Field preparation schedules must be submitted no later than two (2) weeks prior to the World Series annually and shall be attached hereto as Exhibit ~~A~~G.

PCMC shall perform all maintenance and repairs to fields during the Use Period. The maintenance and field preps shall be up to the standards described below:

Partial Field Preparation Description:
A partial prep is light watering and a light drag inside foul lines with minimal chalking or full chalk touching up in bad areas.

Full Field Preparation Description:
A full field prep includes the following:

- Removal of bases
- Water the whole infield.
- A complete infield drag with scarifying tool and mat drag.
- Some hand raking
- Full chalk

Full Field Preparation Detailed Description:

1. Water the field to keep material dust minimalized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart

at the pitching mound. Shake out the excess material off the drag mat at the pitching mound.

3. Rake out material around pitching mound.
4. Water the field again to solidify the playing surface. Put extra water on the pitcher's mound and batter box.
5. Set the bases and pitchers rubber.
6. Chalk the field.

Cost

An estimate of costs shall be provided to TCS prior to the beginning of the tournament. If supply and/or staffing cost increase due to weather conditions, a time and materials fee may be added to the cost of the field prep as per this City Services Agreement.

EXHIBIT F TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT

Traffic Control Agreement

When opening ceremonies are located within PCMC Limits, TCS shall work in conjunction with the Park City Chamber/Bureau and City Staff to utilize sustainable practices consistent with current City Council policy. ~~Continued encouragement to~~ TCS shall encourage use of PCMC's free public transportation system as an alternative in and around the region.

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Todd Andersen
Submitting Department: Budget, Debt & Grants
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Ordinance No. 2018-63, an Ordinance Adopting a Revised Budget for FY 2019 for Park City Municipal Corporation and Its Related Agencies (A) Public Hearing (B) Action

Suggested Action:

Attachments:
Adjusted Budget Adoption Ordinance FY 2019.docx

Budget Summary

Ordinance No. 2018-63

AN ORDINANCE ADOPTING AN ADJUSTED BUDGET FOR FY 2019 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.

WHEREAS, Utah State law requires that city budgets be adopted by ordinance; and

WHEREAS, a public hearing was held on December 11, 2018 at the City Council's regularly scheduled meetings, complying with State law.

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

SECTION 1. 2019 ADJUSTED BUDGET ADOPTED. The budget as outlined in the City Council Adopted Budget adopted on June 21, 2018 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Adjusted FY 2019 Operating Budget for Park City Municipal Corporation and its related agencies.

SECTION 2. EFFECTIVE DATE. The 2019 Adjusted Budget shall take effect upon publication.

PASSED AND ADOPTED this 11th day of December, 2018.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Andy Beerman

Attest:

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Michelle Kellogg, City Recorder

Approved as to form:

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Mark D. Harrington, City Attorney

Expenditure Summary by Fund and Major Object (FY 2019 Original Budget)

Description	Personnel FY 2019	Mat, Supplies, Services FY 2019	Capital FY 2019	Debt Service FY 2019	Contingency FY 2019	Sub - Total FY 2019	Interfund Transfer FY 2019	Ending Balance FY 2019	Total FY 2019
Park City Municipal Corporation									
011 GENERAL FUND	$22,414,429	$8,585,683	$407,978	$0	$340,000	$31,748,090	$4,901,445	$12,581,450	$49,230,985
012 QUINNS RECREATION COMPLEX	$921,758	$355,815	$6,000	$0	$0	$1,283,573	$0	$-4,878,112	$-3,594,539
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0	$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$0	$0	$0	$0	$0	$0	$0
031 CAPITAL IMPROVEMENT FUND	$0	$0	$65,868,694	$0	$0	$65,868,694	$3,345,387	$74,204,665	$143,418,746
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,325,600	$0	$0	$1,325,600	$0	$950,811	$2,276,411
051 WATER FUND	$3,232,386	$3,729,138	$17,085,809	$4,517,579	$100,000	$28,664,912	$1,720,745	$8,119,624	$38,505,281
052 STORM WATER FUND	$699,711	$308,000	$235,350	$0	$0	$1,243,061	$104,000	$8,524,256	$9,871,317
055 GOLF COURSE FUND	$958,936	$447,810	$114,565	$32,377	$0	$1,553,688	$142,910	$1,119,136	$2,815,734
057 TRANSPORTATION & PARKING FUND	$10,383,394	$2,554,794	$8,685,894	$0	$0	$21,624,082	$3,028,741	$13,928,040	$38,580,863
062 FLEET SERVICES FUND	$992,706	$1,551,530	$10,000	$0	$0	$2,554,236	$0	$1,217,443	$3,771,679
064 SELF INSURANCE FUND	$0	$1,576,500	$0	$0	$0	$1,576,500	$0	$48,212	$1,624,712
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$5,034,465	$0	$5,034,465	$0	$7,177,001	$12,211,466
071 DEBT SERVICE FUND	$0	$0	$0	$6,043,635	$0	$6,043,635	$0	$739,258	$6,782,893
Total Park City Municipal Corporation	**$39,603,320**	**$19,109,270**	**$93,739,890**	**$15,628,056**	**$440,000**	**$168,520,537**	**$13,243,228**	**$123,731,784**	**$305,495,548**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$57,740	$756,300	$0	$0	$0	$814,040	$1,641,125	$245,661	$2,700,826
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$485,000	$0	$0	$0	$485,000	$752,000	$470,052	$1,707,052
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$105,000	$0	$0	$105,000	$708,215	$27,514,550	$28,327,765
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$52,000	$0	$0	$52,000	$805,161	$571,350	$1,428,511
Total Park City Redevelopment Agency	**$57,740**	**$1,241,300**	**$157,000**	**$0**	**$0**	**$1,456,040**	**$3,906,501**	**$28,801,613**	**$34,164,154**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$423,484	$423,484
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$423,484**	**$423,484**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$39,661,060**	**$20,350,570**	**$93,896,890**	**$15,628,056**	**$440,000**	**$169,976,577**	**$17,149,729**	**$152,956,881**	**$340,083,187**

Expenditure Summary by Fund and Major Object (FY 2019 Adjusted Budget)

Description	Personnel FY 2019	Mat, Supplies, Services FY 2019	Capital FY 2019	Debt Service FY 2019	Contingency FY 2019	Sub - Total FY 2019	Interfund Transfer FY 2019	Ending Balance FY 2019	Total FY 2019
Park City Municipal Corporation									
011 GENERAL FUND	$22,702,429	$8,507,683	$407,978	$0	$340,000	$31,958,090	$4,901,128	$13,373,658	$50,232,876
012 QUINNS RECREATION COMPLEX	$921,758	$355,815	$6,000	$0	$0	$1,283,573	$0	$-4,844,681	$-3,561,108
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$34,404	$34,404
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$0	$0	$0	$0	$0	$23,168	$23,168
031 CAPITAL IMPROVEMENT FUND	$0	$0	$65,868,694	$0	$0	$65,868,694	$3,345,387	$47,756,179	$116,970,260
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,325,600	$0	$0	$1,325,600	$0	$1,738,846	$3,064,446
051 WATER FUND	$3,232,386	$3,729,138	$17,085,809	$4,517,579	$100,000	$28,664,912	$1,724,163	$3,152,721	$33,541,796
052 STORM WATER FUND	$699,711	$308,000	$235,350	$0	$0	$1,243,061	$104,000	$500,966	$1,848,027
055 GOLF COURSE FUND	$958,936	$447,810	$114,565	$32,377	$0	$1,553,688	$134,852	$1,117,848	$2,806,387
057 TRANSPORTATION & PARKING FUND	$10,392,735	$2,987,769	$8,685,894	$0	$0	$22,066,398	$3,030,280	$10,525,553	$35,622,231
062 FLEET SERVICES FUND	$992,706	$1,551,530	$10,000	$0	$0	$2,554,236	$0	$1,218,167	$3,772,403
064 SELF INSURANCE FUND	$0	$1,576,500	$0	$0	$0	$1,576,500	$0	$895,821	$2,472,321
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$5,034,465	$0	$5,034,465	$0	$7,382,946	$12,417,411
071 DEBT SERVICE FUND	$0	$0	$0	$6,043,635	$0	$6,043,635	$0	$755,397	$6,799,032
Total Park City Municipal Corporation	**$39,900,661**	**$19,464,245**	**$93,739,890**	**$15,628,056**	**$440,000**	**$169,172,853**	**$13,239,810**	**$83,630,993**	**$266,043,656**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$151,740	$756,300	$0	$0	$0	$908,040	$1,547,125	$816,182	$3,271,347
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$485,000	$0	$0	$0	$485,000	$752,000	$735,611	$1,972,611
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$105,000	$0	$0	$105,000	$708,215	$7,759,935	$8,573,150
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$52,000	$0	$0	$52,000	$805,161	$968,802	$1,825,963
Total Park City Redevelopment Agency	**$151,740**	**$1,241,300**	**$157,000**	**$0**	**$0**	**$1,550,040**	**$3,812,501**	**$10,280,530**	**$15,643,071**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$429,917	$429,917
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$429,917**	**$429,917**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$40,052,401**	**$20,705,545**	**$93,896,890**	**$15,628,056**	**$440,000**	**$170,722,893**	**$17,052,311**	**$94,341,440**	**$282,116,644**

All Funds Combined

Revenue	Actual FY 2017	Actual FY 2018	YTD Actual FY 2019	Original FY 2019	Adjusted FY 2019	% Total FY 2019
RESOURCES						
Property Taxes	$18,467,398	$21,149,343	$1,121,745	$20,668,331	$20,668,331	6%
Sales Tax	$23,107,148	$26,024,963	$3,346,216	$29,163,069	$29,163,069	9%
Franchise Tax	$3,194,392	$3,147,847	$660,749	$3,322,000	$3,322,000	1%
Licenses	$1,105,797	$1,387,755	$1,166,700	$1,339,959	$1,339,959	0%
Planning Building & Engineering Fees	$3,549,703	$4,606,175	$3,847,776	$4,197,000	$4,347,000	1%
Special Event Fees	$103,168	$60,697	$35,610	$110,000	$110,000	0%
Federal Revenue	$16,021,442	$2,733,886		$5,903,251	$5,903,251	2%
State Revenue	$612,935	$520,528	$103,717	$455,000	$455,000	0%
County/SP District Revenue	$687,316	$2,537,580	$5,000	$1,702,000	$1,702,000	1%
Water Charges for Services	$18,173,294	$19,159,083	$12,502,133	$18,698,500	$18,698,500	5%
Transit Charges for Services	$3,206,611	$6,247,276	$1,103,650	$6,186,031	$6,186,031	2%
Cemetery Charges for Services	$31,018	$29,186	$10,532	$37,000	$37,000	0%
Recreation	$3,372,897	$3,557,947	$1,792,989	$3,566,596	$3,566,596	1%
Ice	$818,339	$833,126	$336,426	$886,000	$886,000	0%
Other Service Revenue	$69,426	$57,470	$13,376	$92,000	$92,000	0%
Library Fines & Fees	$32,249	$27,946	$10,445	$27,000	$27,000	0%
Fines & Forfeitures	$1,077,415	$2,240,548	$1,027,771	$2,893,282	$2,893,282	1%
Misc. Revenues	$4,552,033	$8,809,064	$1,043,291	$8,975,213	$8,975,213	3%
Interfund Transactions (Admin)	$5,816,802	$6,187,564	$2,863,556	$6,442,099	$6,434,040	2%
Interfund Transactions (CIP/Debt)	$33,704,809	$41,562,627	$5,353,812	$10,707,630	$10,613,630	3%
Special Revenues & Resources	$12,410,768	$1,719,697	$387,338	$705,486	$705,486	0%
Bond Proceeds	$27,863,698	$35,227,871		$72,800,000	$72,800,000	21%
Beginning Balance	$81,763,532	$74,767,615	$83,233,127	$141,205,739	$83,191,254	42%
TOTAL	**$259,742,190**	**$262,595,797**	**$119,965,959**	**$340,083,186**	**$282,116,642**	**100%**

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
011 GENERAL FUND							
01 PERSONNEL SERVICES	21,202,442	21,791,626	21,791,626	9,021,468	22,414,429	22,702,429	288,000
02 MATERIALS, SUPPLIES AND SERVICES	1,127,179	1,129,937	1,129,937	434,040	1,282,370	1,282,370	
03 UTILITIES	1,446,258	1,488,716	1,488,716	267,608	1,562,677	1,562,677	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,901,002	3,180,593	3,180,593	1,340,070	3,934,231	3,856,231	-78,000
05 PARTS/MAINTENANCE SUPPLIES	992,267	993,181	993,181	306,002	1,150,480	1,150,480	
06 SPECIAL SERV CONTRACT/MISC CHARGES	972,346	1,274,034	1,274,034	478,692	995,925	995,925	
07 CAPITAL OUTLAY	283,095	188,497	188,497	60,323	407,978	407,978	
09 INTERFUND TRANSFER	13,829,567	17,808,628	17,808,628	2,450,726	17,482,895	18,274,786	791,891
Total 011 GENERAL FUND	41,754,156	47,855,212	47,855,212	14,358,929	49,230,985	50,232,876	1,001,891
012 QUINNS RECREATION COMPLEX							
01 PERSONNEL SERVICES	777,025	814,063	814,063	351,681	921,758	921,758	
02 MATERIALS, SUPPLIES AND SERVICES	55,247	74,606	74,606	16,367	60,770	60,770	
03 UTILITIES	156,878	147,234	147,234	48,457	161,700	161,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	78,772	57,709	57,709	22,869	72,070	72,070	
05 PARTS/MAINTENANCE SUPPLIES	54,725	43,432	43,432	24,162	46,275	46,275	
06 SPECIAL SERV CONTRACT/MISC CHARGES	15,104	20,335	20,335	7,989	15,000	15,000	
07 CAPITAL OUTLAY	2,048	924	924		6,000	6,000	
09 INTERFUND TRANSFER	-4,129,592	-4,450,108	-4,450,108		-4,878,112	-4,844,681	33,431
Total 012 QUINNS RECREATION COMPLEX	-2,989,793	-3,291,804	-3,291,804	471,525	-3,594,539	-3,561,108	33,431
021 POLICE SPECIAL REVENUE FUND							
09 INTERFUND TRANSFER	33,604	34,404	34,404			34,404	34,404
Total 021 POLICE SPECIAL REVENUE FUND	33,604	34,404	34,404			34,404	34,404
022 CRIMINAL FORFEITURE RESTRICTED							

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
ACCOUNT							
07 CAPITAL OUTLAY		25,851	25,851				
09 INTERFUND TRANSFER	26,071	23,168	23,168			23,168	23,168
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	26,071	49,019	49,019			23,168	23,168
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							
01 PERSONNEL SERVICES	41,082	22,877	22,877	10,015	57,740	151,740	94,000
02 MATERIALS, SUPPLIES AND SERVICES	11,200	12,320	12,320	8,174	20,000	20,000	
03 UTILITIES	10,006	9,666	9,666	591	18,300	18,300	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	57,780	29,781	29,781	1,074	150,000	150,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	456,142	528,668	528,668		568,000	568,000	
09 INTERFUND TRANSFER	1,963,479	2,498,680	2,498,680	820,560	1,886,786	2,363,307	476,521
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,539,689	3,101,992	3,101,992	840,414	2,700,826	3,271,347	570,521
024 MAIN STREET RDA SPECIAL REVENUE FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	12,309	4,710	4,710	921	80,000	80,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	276,177	262,566	262,566		405,000	405,000	
09 INTERFUND TRANSFER	1,212,052	1,482,611	1,482,611	376,002	1,222,052	1,487,611	265,559
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,500,538	1,749,887	1,749,887	376,923	1,707,052	1,972,611	265,559
031 CAPITAL IMPROVEMENT FUND							
01 PERSONNEL SERVICES	68,537	46,395	46,395	19,449			
07 CAPITAL OUTLAY	48,658,602	35,749,161	35,749,161	3,955,103	65,868,694	65,868,694	
09 INTERFUND TRANSFER	32,428,411	44,219,314	44,219,314	1,672,692	77,550,052	51,101,566	-26,448,486
Total 031 CAPITAL IMPROVEMENT	81,155,550	80,014,870	80,014,870	5,647,244	143,418,746	116,970,260	-26,448,486

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
FUND							
033 REDEVELOPMENT AGENCY-LOWER PRK							
01 PERSONNEL SERVICES	2,624	32,488	32,488	13,774			
07 CAPITAL OUTLAY	1,658,650	2,610,928	2,610,928	39,587	105,000	105,000	
09 INTERFUND TRANSFER	738,741	1,731,350	1,731,350	354,108	28,222,765	8,468,150	-19,754,615
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	2,400,015	4,374,766	4,374,766	407,469	28,327,765	8,573,150	-19,754,615
034 REDEVELOPMENT AGENCY-MAIN ST							
07 CAPITAL OUTLAY		95,695	95,695	208,223	52,000	52,000	
09 INTERFUND TRANSFER	2,015,089	1,883,453	1,883,453	402,582	1,376,511	1,773,963	397,452
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,015,089	1,979,148	1,979,148	610,805	1,428,511	1,825,963	397,452
035 BUILDING AUTHORITY							
07 CAPITAL OUTLAY	34,056	1,430	1,430				
09 INTERFUND TRANSFER	424,783	429,917	429,917		423,484	429,917	6,433
Total 035 BUILDING AUTHORITY	458,839	431,347	431,347		423,484	429,917	6,433
038 EQUIPMENT REPLACEMENT CIP							
07 CAPITAL OUTLAY	1,421,831	516,654	516,654	809,452	1,325,600	1,325,600	
09 INTERFUND TRANSFER	1,352,711	1,990,746	1,990,746		950,811	1,738,846	788,035
Total 038 EQUIPMENT REPLACEMENT CIP	2,774,542	2,507,400	2,507,400	809,452	2,276,411	3,064,446	788,035
051 WATER FUND							
01 PERSONNEL SERVICES	2,687,654	2,887,816	2,887,816	1,172,262	3,232,386	3,232,386	0
02 MATERIALS, SUPPLIES AND SERVICES	296,663	199,443	199,443	71,997	301,962	301,962	
03 UTILITIES	977,391	932,097	932,097	338,934	1,402,066	1,402,066	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	952,883	852,687	852,687	436,078	1,195,183	1,195,183	
05 PARTS/MAINTENANCE SUPPLIES	752,213	843,626	843,626	294,588	877,927	877,927	

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
06 SPECIAL SERV CONTRACT/MISC CHARGES	46,602	60,906	60,906	34,195	52,000	52,000	
07 CAPITAL OUTLAY	8,282,947	11,120,598	11,120,598	1,196,301	17,085,809	17,085,809	
08 DEBT SERVICE	4,501,047	4,509,004	4,509,004	78,781	4,517,579	4,517,579	
09 INTERFUND TRANSFER	7,543,319	4,080,700	4,080,700	502,872	9,840,369	4,876,884	-4,963,485
Total 051 WATER FUND	26,040,720	25,486,876	25,486,876	4,126,008	38,505,281	33,541,796	-4,963,485
052 STORM WATER FUND							
01 PERSONNEL SERVICES	539,043	629,068	629,068	287,543	699,711	699,711	
02 MATERIALS, SUPPLIES AND SERVICES	29,478	29,891	29,891	8,796	60,000	60,000	
03 UTILITIES	18,799	20,181	20,181	27,171	39,700	39,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	76,063	84,354	84,354	20,628	157,000	157,000	
05 PARTS/MAINTENANCE SUPPLIES	31,840	18,403	18,403	4,891	51,300	51,300	
06 SPECIAL SERV CONTRACT/MISC CHARGES		18	18				
07 CAPITAL OUTLAY	33,094	500	500	5,937	235,350	235,350	
09 INTERFUND TRANSFER	8,501,046	677,027	677,027	52,002	8,628,256	604,966	-8,023,290
Total 052 STORM WATER FUND	9,229,363	1,459,442	1,459,442	406,970	9,871,317	1,848,027	-8,023,290
055 GOLF COURSE FUND							
01 PERSONNEL SERVICES	740,673	795,591	795,591	417,903	958,936	958,936	0
02 MATERIALS, SUPPLIES AND SERVICES	74,360	86,856	86,856	34,449	74,900	74,900	
03 UTILITIES	57,782	51,108	51,108	18,133	67,700	67,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	70,504	79,448	79,448	24,241	33,910	33,910	
05 PARTS/MAINTENANCE SUPPLIES	196,704	218,413	218,413	128,272	240,800	240,800	
06 SPECIAL SERV CONTRACT/MISC CHARGES	27,288	27,408	27,408	25,011	30,500	30,500	
07 CAPITAL OUTLAY	255,845	163,918	163,918	-8,507	114,565	114,565	
08 DEBT SERVICE	8,094	32,377	32,377		32,377	32,377	
09 INTERFUND TRANSFER	1,373,577	1,338,952	1,338,952	71,454	1,262,046	1,252,700	-9,347

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
Total 055 GOLF COURSE FUND	2,804,828	2,794,071	2,794,071	710,955	2,815,734	2,806,387	-9,347
057 TRANSPORTATION & PARKING FUND							
01 PERSONNEL SERVICES	6,418,646	8,507,085	8,507,085	3,650,282	10,383,394	10,392,735	9,341
02 MATERIALS, SUPPLIES AND SERVICES	399,158	553,217	553,217	266,389	788,650	788,650	
03 UTILITIES	153,819	292,995	292,995	114,207	260,244	260,244	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	974,144	1,813,092	1,813,092	290,649	1,342,900	1,775,875	432,975
05 PARTS/MAINTENANCE SUPPLIES	31,167	49,566	49,566	4,365	94,000	94,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	81,263	90,128	90,128	71,661	69,000	69,000	
07 CAPITAL OUTLAY	16,332,826	10,530,088	10,530,088	935,091	8,685,894	8,685,894	
09 INTERFUND TRANSFER	22,016,989	16,517,986	16,517,986	1,514,370	16,956,781	13,555,833	-3,400,947
Total 057 TRANSPORTATION & PARKING FUND	46,408,012	38,354,157	38,354,157	6,847,014	38,580,863	35,622,231	-2,958,631
062 FLEET SERVICES FUND							
01 PERSONNEL SERVICES	977,316	1,005,388	1,005,388	409,484	992,706	992,706	0
02 MATERIALS, SUPPLIES AND SERVICES	78,954	74,478	74,478	28,538	73,500	73,500	
03 UTILITIES	749,784	829,582	829,582	300,524	827,600	827,600	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	3,573	3,187	3,187		3,200	3,200	
05 PARTS/MAINTENANCE SUPPLIES	689,314	641,356	641,356	166,953	647,230	647,230	
07 CAPITAL OUTLAY	720				10,000	10,000	
09 INTERFUND TRANSFER	1,196,395	1,207,403	1,207,403		1,217,443	1,218,167	724
Total 062 FLEET SERVICES FUND	3,696,056	3,761,395	3,761,395	905,498	3,771,679	3,772,403	724
064 SELF INSURANCE FUND							
02 MATERIALS, SUPPLIES AND SERVICES	36,341	31,600	31,600	17,457	50,500	50,500	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	449,027	151,962	151,962	63,407	816,000	816,000	
06 SPECIAL SERV CONTRACT/MISC	650,981	607,269	607,269	511,489	710,000	710,000	

FY19 Adjusted Budget Summary by Fund and Object Type

December 11, 2018

Object Type	Actuals FY 2017	Actuals FY 2018	YTD Actual FY 2018	YTD Actual FY 2019	Annual Budget FY 2019	Adjusted Budget FY 2019	Adjusted Budget Variance FY 2019
CHARGES							
09 INTERFUND TRANSFER	793,923	1,163,647	1,163,647		48,212	895,821	847,609
Total 064 SELF INSURANCE FUND	1,930,271	1,954,479	1,954,479	592,353	1,624,712	2,472,321	847,609
070 SALES TAX REV BOND - DEBT SVS FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		223,553	223,553				
08 DEBT SERVICE	2,255,381	5,031,081	5,031,081	4,600	5,034,465	5,034,465	
09 INTERFUND TRANSFER	2,866,625	37,600,193	37,600,193		7,177,001	7,382,946	205,945
Total 070 SALES TAX REV BOND - DEBT SVS FUND	5,122,006	42,854,827	42,854,827	4,600	12,211,466	12,417,411	205,945
071 DEBT SERVICE FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	155,239						
08 DEBT SERVICE	4,210,345	6,420,934	6,420,934	831,687	6,043,635	6,043,635	
09 INTERFUND TRANSFER	28,352,049	710,461	710,461		739,258	755,397	16,139
Total 071 DEBT SERVICE FUND	32,717,633	7,131,395	7,131,395	831,687	6,782,893	6,799,032	16,139
TOTAL	259,617,190	262,602,884	262,602,884	37,947,847	340,083,186	282,116,643	-57,966,543

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Kirsten Whetstone
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance 2018-64, an Ordinance Approving an Extension of Approval of the Second Amendment to the First Amended and Restated Nakoma Condominium Plat, Located at 11, 14, 17 and 24 Nakoma Terrace
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Nakoma Condo Second Amended Plat Staff Report and Ordinance

Exhibit A: Amended Nakoma Condo Plat

City Council
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject:	**Second Amendment to the First Amended and Restated Nakoma Condominiums plat**
Author:	**Kirsten A. Whetstone, MS, AICP**
Project #:	**PL-18- 04028 and PL-17-03644**
Date:	**December 11, 2018**
Type of Item:	**Legislative- Extension of approval of Condominium plat**

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving a request for a one year extension for the Second Amendment to the First Amended and Restated Nakoma Condominiums for duplex units 1 and 2 and individual units 7 and 8, pursuant to findings of fact, conclusions of law and conditions of approval as stated in the attached ordinance.

Description

Applicant:	Friends of Flagstaff, LLC
Location:	11, 14, 17 and 24 Nakoma Terrace
Zoning:	Residential Development (RD) as part of the Flagstaff Annexation and Master Planned Development (MPD) and the Village at Empire Pass MPD
Adjacent Land Uses:	Residential development parcels of the Village at Empire Pass, Pod B1, and Open Space.
Reason for Review:	Extensions of plat amendment approvals require City Council action

Executive Summary

On November 9, 2017, the Park City Council approved the Second Amendment to the First Amended and Restated Nakoma Condominiums plat for the duplex Units 1 and 2 and individual Units 7 and 8, located at 11,14,17 and 24 Nakoma Terrace. The Planning Department received a complete application for an extension of approval on November 7, 2018. There have been no modifications to the original request. The applicant is requesting an extension to the plat amendment approval due to the length of time they needed to make revisions to the plat and to amend the condominium documents and CCRs, as well as the anticipated time required to obtain signatures on the mylar in preparation of recordation.

Background

The background of this application is summarized in the past reports as well as in the attached Ordinance:

- October 25, 2017 [See Staff Report (starting page 100)]. Planning Commission reviewed the condominium plat amendment request and unanimously forwarded a positive recommendation to City Council.

- November 9, 2017 [See Staff Report (starting page 351) and Minutes (starting page 16)]: City Council approved the condominium plat amendment request pursuant to Ordinance 2017-63, including a requirement that the plat amendment needed to be recorded within one year of the City Council's approval.

More recently:

- December 18, 2017: Redlines of the plat amendment were provided to the applicant for corrections.
- August 2, 2018: Planning staff sent applicant a notice that the plat approval would expire in November and requested a status update.
- September 27, 2018: Applicant submitted the second paper plat for second redline review as requested by Engineering and Legal review.
- October 17, 2018: Second redlines of the plat were provided to the applicant.
- November 7, 2018: Applicant submitted a complete application requesting an extension of City Council's plat amendment approval.

Alternatives

- The City Council may approve the request for an extension of approval for the Second Amendment to the First Amended and Restated Nakoma Condominiums plat as conditioned or amended; or
- The City Council may deny the request for an extension of approval and direct staff to make findings for this decision; or
- The City Council may continue discussion on the extension request to a future date and request additional information.
- There is not a "no action" option with this type of item.

Analysis

Per LMC 15-7.1-6(C) (5) Final Subdivision Plat, applicants may request time extensions of the City Council approval by submitting a written request to the Planning Department prior to the expiration of approval; the applicant submitted a complete Request for Extension Application to the Planning Department on November 7, 2018. The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or finding of non-compliance with the General Plan or Land Management Code. Staff has reviewed the applicant's Request for Extension and found no changes in circumstance, including no physical changes to the property or surroundings.

Analysis of this plat amendment was included in the October 25, 2017, Planning Commission Staff Report (starting page 100) and November 9, 2017, City Council Staff Report (starting page 351) and Ordinance 2017- 63 (starting page 358).

Department Review

- This project has gone through an interdepartmental review. No additional issues were raised.

- There have been no changes of circumstance of the property, the Land Management Code, or the zoning map, since the date of approval that would create the need to make changes to the proposed plat.

Notice
On November 27, 2018, the property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was published in the Park Record, on the City website, and the Utah Public Notice website.

Public Input
No public input was received at the time of writing this report. Public input may be taken at the regularly scheduled Council meeting on December 11, 2018.

Process
Approval of the extension application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. The extension provides an additional year for the applicant to record the subdivision at Summit County. Recordation shall occur prior to December 11, 2019, or the approval will expire, unless the applicant submits a written request for an additional extension that is then granted by the City Council.

Significant Impacts
There are no significant fiscal or environmental impacts from this application which is an extension of approval of the approved amended condominium plat.

Consequences of not taking the Suggested Recommendation
The plat will have expired and the applicant will have to begin the plat amendment process anew.

Recommendation
Staff recommends that the City Council hold a public hearing and consider approving a request for a one year extension of the approval of the Second Amendment to the First Amended and Restated Nakoma Condominium plat , based on the findings of fact, conclusions of law, and conditions of approval as found in the attached Ordinance.

Attachments
Ordinance
Exhibit A – Approved plat

Ordinance No. 2018-64

AN ORDINANCE APPROVING AN EXTENSION OF THE NOVEMBER 9, 2017 APPROVAL OF THE SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED NAKOMA CONDOMINIUM PLAT LOCATED AT 11, 14, 17 AND 24 NAKOMA TERRACE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Nakoma Condominiums, located at 11,14,17 and 24 Nakoma Terrace, have petitioned the City Council for approval of an extension of approval of the Second Amendment to the First Amended and Restated Nakoma Condominium plat; and

WHEREAS, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, proper legal notice was published in the Park Record and the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on October 25, 2017, to receive input on the Second Amendment to the First Amended and Restated Nakoma Condominium plat;

WHEREAS, the Planning Commission, on October 25, 2017, forwarded a positive recommendation to the City Council to approve the proposed amended condominium plat according to findings of fact, conclusions of law and conditions of approval as stated in the Ordinance; and,

WHEREAS, the City Council on November 9, 2017, held a public hearing and approved the amended condominium plat; and,

WHEREAS, the applicant submitted a complete application requesting an extension of approval on November 7, 2018; and,

WHEREAS, it is in the best interest of Park City, Utah to conduct a public hearing and approve the extension of approval of the Second Amendment to the First Amended and Restated Nakoma Condominiums plat consistent with the Flagstaff Annexation and Development Agreement.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. An extension of the approval of The Second Amendment to the First Amended and Restated Nakoma Condominium Plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 11, 14, 17 and 24 Nakoma Terrace.
2. The Nakoma Condominiums are located in the RD-MPD zoning district.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999 and amended it in March of 2007. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On September 11, 2002, the Planning Commission approved a Master Planned Development for the Flagstaff Mountain Resort Phase II that includes Pod B-1.
5. The approved MPD includes a maximum density assignment and conceptual site design for eighteen (18) detached single family units utilizing not more than 27 Unit Equivalents on Northside Village Subdivision II, Lot B (aka Nakoma Condominiums).
6. The Planning Commission approved an MPD amendment to Lot B on October 27, 2004, in which the UE count on Lot B increased from 27 to 45, while maintaining the same footprint and maximum house size requirements as previously approved.
7. The Planning Commission approved a second amendment to the Nakoma Master Planned Development on April 23, 2008. That amendment allowed for the combination of units 17 and 18 into a single unit of 7,500 square feet and further allowed the distribution of the square footage to the other un-built units. Units 1-16 still have a maximum footprint of 3,000 square feet while unit 17 (combined unit) is allowed a maximum footprint of 5,000 square feet. The total UE count remained unchanged and cannot exceed 45 UEs (90,000 square feet).
8. On April 23, 2008, the Planning Commission approved the third amendment to the MPD to remove the 5,000 square foot cap on the total square footage of each unit while maintaining the total square footage cap for the project (45 Unit Equivalents or 90,000 square feet of total square footage). That amendment would allow for variations in size from 4,300 to 5,750 square feet and also maintain the cap of 3,000 square feet on the footprint. The approved maximum building footprint for the units 1-16 detached single-family units on Northside Village Subdivision II, Lot B, is 3,000 square feet with a maximum house size between 4,300 square feet and 5,750 square feet (whether considered a Basement or Floor Area by LMC definition). An additional 600 square feet is allowed for a garage.
9. Unit 17 may be up to 7,500 square feet of total floor area (again, whether Basement or Floor Area as defined by the LMC) with a footprint not to exceed 5,000 square feet.
10. On November 11, 2009, the Planning Commission approved a Fourth Amendment to the MPD. The Fourth Amended MPD allows the following:
    - Units 1 and 2 combined into a duplex configuration, maximum footprint of 6,000 square feet.
    - Unit 17 (previously combined with unit 18 into one larger unit) with an option to become a duplex, returning the unit count back 18. As a duplex, footprint increases from 5,000 square feet to 6,000 square feet.
    - Reduce minimum unit size from 4,300 to 4,000 square feet.
    - Maintain maximum unit size at 5,750 square feet (except if unit 18 is not

constructed as a duplex with unit 17 and 17 can be 7,500sf).
- Maximum cap of 45 Unit Equivalents remain.

11. The proposed amended record of survey is consistent with the approved and amended Master Planned Development for the Flagstaff Mountain Resort Phase II and the previous condominium plats requiring a re-platting of the units.
12. Units 1 and 2 each consist of 4,712 square feet in total floor area, including basements but not including the garages. Units 7 and 8 each consist of 5,463 sf in total floor area not including the garages.
13. Each unit has a garage less than 600 square feet and therefore no excess garage area is included in the total unit size.
14. These units do not exceed the maximum unit size of 5,750 square feet.
15. Units 1 and 2 each have a building footprint of 2,095 sf. The combined footprint is 4,190 square feet (not including decks, exterior stairways, or the common courtyard between them) which does not exceed the 6,000 square feet allowed.
16. Units 7 and 8 each have a footprint of 2,993 square feet which is less than the 3,000 square feet allowed for each.
17. The Total Unit Equivalents consumed in these four units is 10.176 UE (20,350 sf). With the 20.70 UE from the First Amendment there are now a total of 30.876 UE platted between the 4 Units of this plat and the previous 8 Units. There are 14.124 UE (28,248 square feet) remaining for units 3, 4, 5, 6 and 17.
18. Two parking spaces are required and provided for each unit.
19. The Flagstaff Density Summary already indicates that a total of 18 units and 45 UE are platted in the Nakoma development. The Summary is updated when certificates of occupancy are issued.

<u>Conclusions of Law:</u>

1. There is good cause for this extension of approval of the amended condominium plat.
2. The amended condominium plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed amended condominium plat.
4. Extension of approval of the amended condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

<u>Conditions of Approval:</u>

1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended condominium plat at the County within one year from the date of City Council approval of the extension (by December 11, 2019). If recordation has not occurred within one year’s time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the Flagstaff Annexation and Development Agreement,

as amended, and the Flagstaff Mountain Resort Phase II (Pod B-1) Master Planned Development, as amended, and the Northside Village Subdivision II plat shall continue to apply.

4. All applicable notes, easements and requirements of the First Amended and Restated Nakoma Condominium plat continue to apply and shall be shown and noted on the plat prior to recordation.

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

PASSED AND ADOPTED this ____ day of December, 2018.

PARK CITY MUNICIPAL CORPORATION

____
Andy Beerman, MAYOR

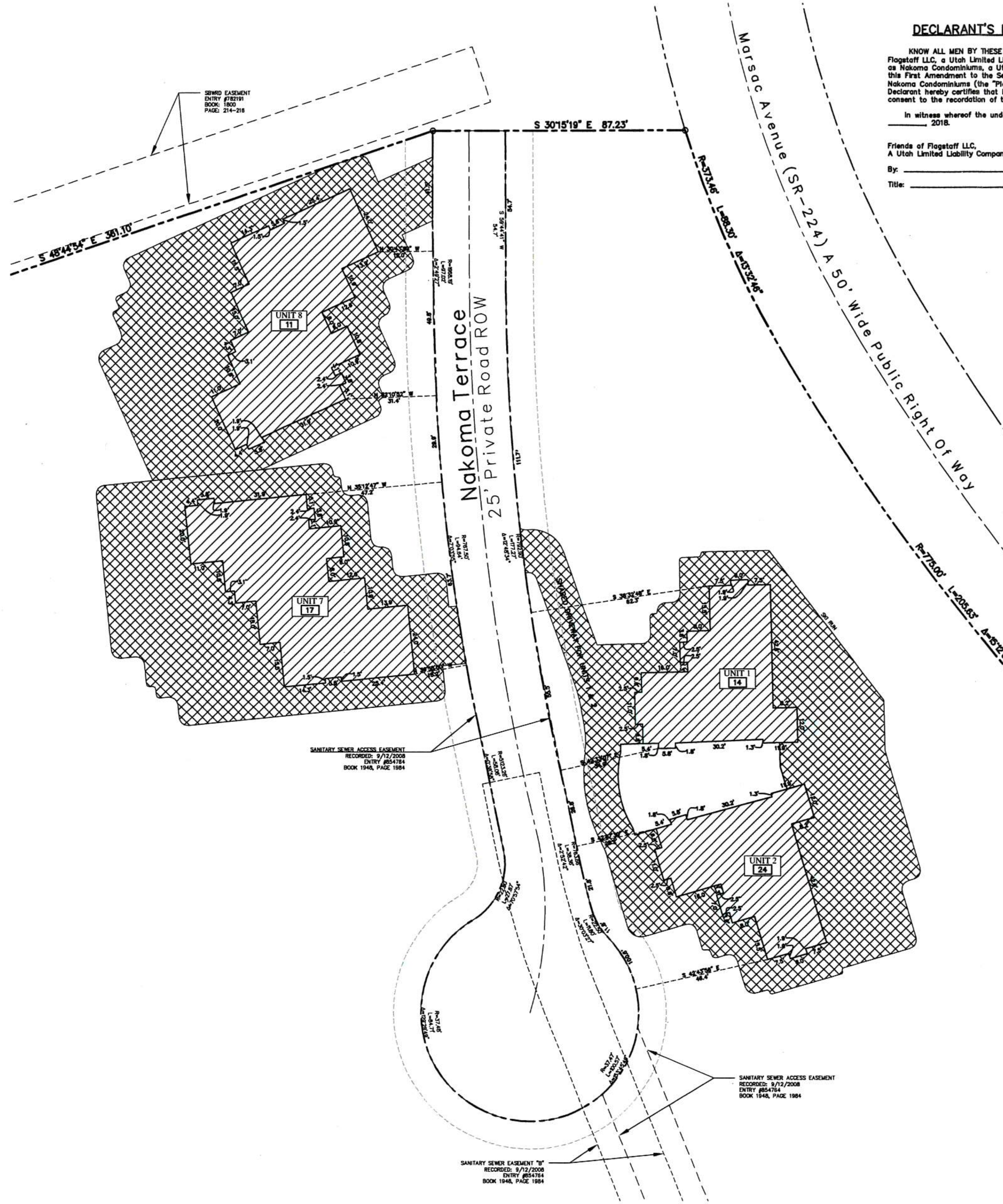
ATTEST:

____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Proposed Amended Condominium plat



DECLARANT'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, pursuant to Section 19.5 of the Declaration, Friends of Flagstaff LLC, a Utah Limited Liability Company ("Declarant") as Declarant of the project described herein as Nakoma Condominiums, a Utah Expandable Condominium Project, has the unilateral right to amend this First Amendment to the Second Amendment to First Amended and Restated Condominium Plat Nakoma Condominiums (the "Plat"), to accurately reflect the as-built Units on the Plat. Accordingly, Declarant hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and dedication this _____ day of _________, 2018.

Friends of Flagstaff LLC,
A Utah Limited Liability Company

By: ______________________

Title: ______________________

ACKNOWLEDGMENT

State of ________________:
ss:
County of ________________:

On this ______ day of ______________________, 2018, ______________________ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the ________________ of Friends of Flagstaff, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

____
A Notary Public commissioned in ________________

____
Printed Name

Residing in: ________________

My commission expires: ________________

Commission No. ________________

PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Second Amendment to First Amended and Restated Condominium Plat of NAKOMA CONDOMINIUMS, a Utah Expandable Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

BOUNDARY DESCRIPTIONS

Unit Nos. 1, 2, 7 and 8, contained within the FIRST AMENDED AND RESTATED NAKOMA CONDOMINIUMS, as the same is identified in the Record of Survey Map recorded in Summit County, Utah, as Entry No. 861927, in Book 1961, at Page 1851, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of Nakoma (An Expandable Condominium Project), recorded in Summit County, Utah, on August 22, 2006, as Entry No. 788158, in Book 1811, at Page 1764, of the official records, and all amendments thereto.

Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

NOTES:

1. A Fourth Amendment to Declaration of Condominium for Nakoma ("Declaration") is being recorded concurrently herewith in accordance with the Utah Condominium Act. All development within the Nakoma Condominium Project is subject to said Declaration. The boundary lines of each Unit are as initially set forth on this Plat. Upon the completion of each dwelling unit ("Completed Unit"), the boundaries of such Unit shall be automatically amended to consist of the undecorated and/or unfinished interior surfaces of the Completed Unit's perimeter walls, bearing walls, lowermost floor, uppermost ceiling and the interior surfaces of windows and doors. Subject to Park City ordinances in place at the time, the Declarant has the obligation to amend this Plat after construction to reflect the as-built areas of the Completed Units, Common Areas and Limited Common Areas. Unless otherwise approved by Park City, (i) the footprint for each Completed Unit shall not exceed 3,000 square feet; (ii) the total square footage of each Completed Unit shall be not less than 4,300 square feet nor more than 5,750 square feet; (iii) each Completed Unit may have a garage containing up to 600 square feet (any garage in excess of 600 square feet shall be applied against the maximum square footage allowed for the appurtenant Completed Unit); (iv) the total Unit Equivalents developed in the Nakoma Condominium Project shall not exceed 45, and the 17 Completed Units shall be deemed to consume 45 Unit Equivalents. For this purpose, Unit Equivalents shall be calculated by taking the aggregate square footage of all Completed Units (excluding garage space of up to 600 feet per unit), dividing by 2,000 and rounding up to the nearest tenth. For the purposes of this Note, square footage shall be calculated from the inside surfaces of the interior boundary walls of each Completed Unit (including Basement space that would otherwise be excluded from "Floor Area" as defined by the Land Management Code), but excluding all structural walls and components as well as all shafts, ducts, flues, pipes, conduits and the walls enclosing such facilities. The provisions of this Note shall amend and supersede the provisions of the notes of prior plats of Nakoma that are inconsistent with these provisions.
2. A Limited Common area will extend 30' from the rear boundary of each Completed Unit and 10' on the sides and front of the Completed Unit ("Buffer Area") and also includes the patio and driveway for that unit and a 7' space below the lowest finished floor for the purpose of providing unit owners with added privacy and the exclusive right to use and occupy such land surrounding their respective unit. All other lands within the described property shall be Common Area. The use of all Limited Common Areas is described in more detail in the Declaration of Condominium.
3. The Snyderville Basin Water Reclamation District is hereby granted a perpetual non-exclusive easement over all portions of the Common Area and Limited Common Area for the purposes of installing, repairing, and maintaining lateral sewer lines and for any other reasonably related purpose.
4. Nakoma Units 1-17 are served by private wastewater lateral lines. The Empire Pass Master Homeowners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of all sanitary sewer laterals serving the Nakoma Units within the plat. The cost of such maintenance and replacement shall be paid by Nakoma Owners Association, Inc. as part of the Common Expenses.
5. At the time of any resurfacing of Nakoma Terrace, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards.
6. All resultant Common Area and Facilities are dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District (SBWRD), Park City Fire Protection District, Summit County and the Nakoma Owners Association, Inc. for the purpose of providing access for utility and drainage installation, use, and maintenance and eventual replacement.
7. Access to the units is by private roads and is not warranted by Park City.
8. All property corners to be set along the perimeter boundary as shown hereon.
9. Except as expressly amended by this plat amendment, the First Amended and Restated Condominium Plat of Nakoma Condominiums shall remain in full force and effect and shall not be canceled, suspended, or otherwise abrogated by the recording of this Second Amendment to First Amended & Restated Condominium Plat of Nakoma Condominiums.
10. Each building is required to conform to the 28'+5' height requirement of the RD zone.
11. The dimensions of the private spaces and square footage calculations are based upon drawings supplied by Jack Thomas Architects, P.C. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration. Such calculations typically differ somewhat from the square footage determined by the architect or others using a different method of determining unit size.
12. Certain spaces on the plat are designated as "Non-Excavated Area". Such space may not be occupied and may not be converted to living space. Non-Excavated Area shall not be included in calculating the square footage of a Unit for any purpose, including calculation of the maximum house size as set forth in Note 2, above, or the calculation of Unit Equivalents.
13. All conditions of approval of the Flagstaff Annexation and Development Agreement, as amended, and the Flagstaff Mountain Resort Phase II (Pod B-1) Master Planned Development, as amended, including, without limitation, the MPD Amendment dated November 11, 2009, which, among other things, allows Units 1 and 2 to be built as a duplex and the Northside Village Subdivision II plat shall continue to apply.
14. Two parking spaces are required for each Completed Unit.
15. This plat amendment is subject to the Conditions of Approval in Ordinance 2017-63.

RECEIVED
NOV 07 2018
PARK CITY PLANNING DEPT

20 0 20 40 FEET

LEGEND:

- Project Benchmark
- Property corner to be set
- COMMON OWNERSHIP
- LIMITED COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- XX ADDRESS ON NAKOMA TERRACE

SECOND AMENDMENT TO FIRST AMENDED & RESTATED CONDOMINIUM PLAT

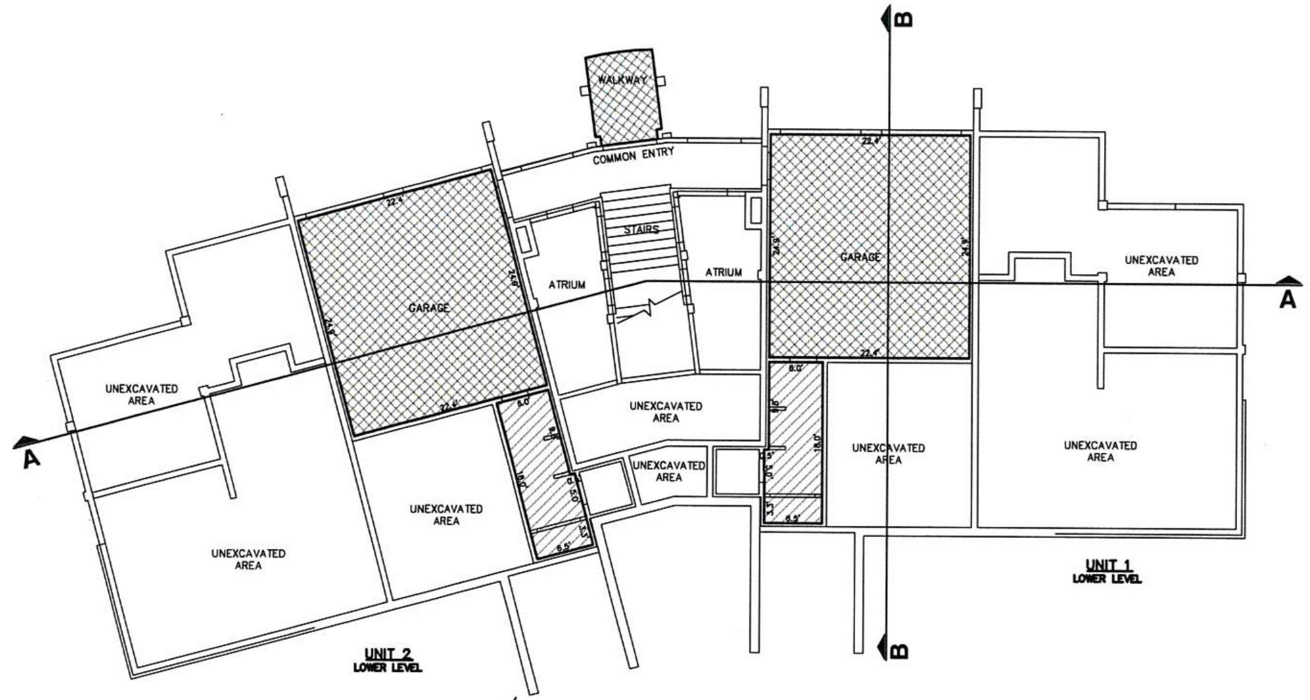
NAKOMA CONDOMINIUMS

A UTAH EXPANDABLE CONDOMINIUM PROJECT

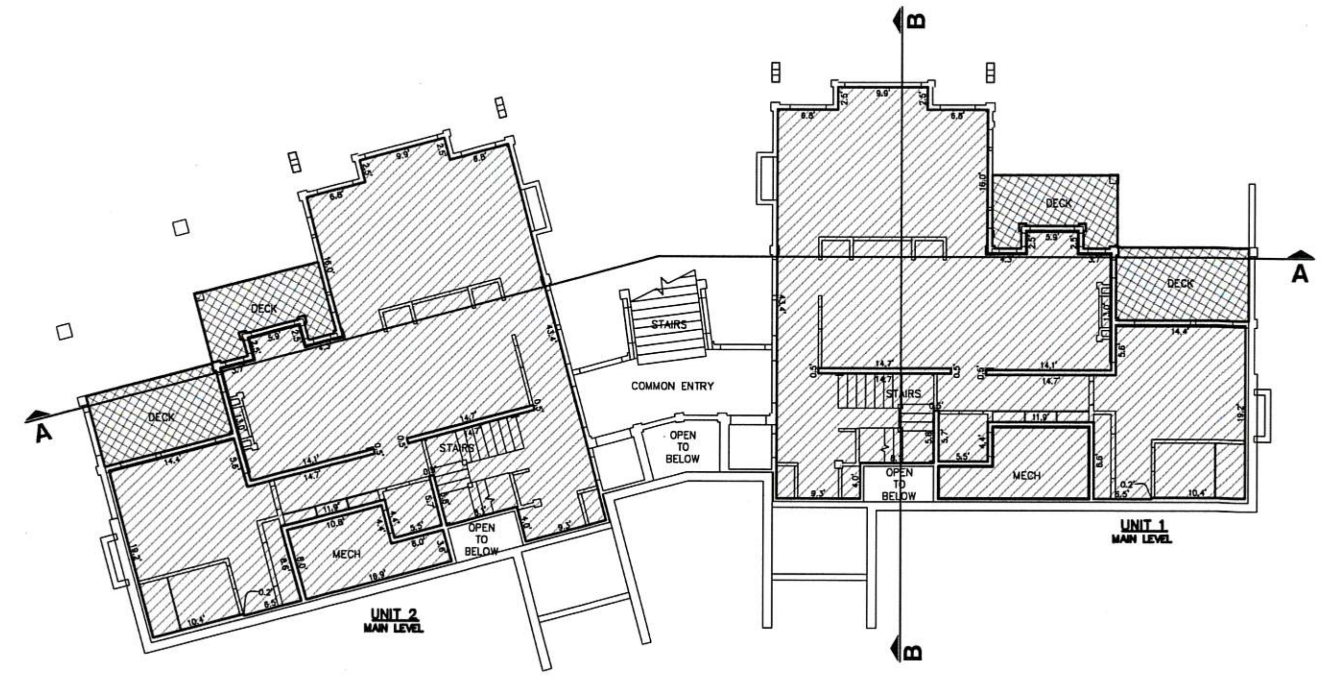
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

11/7/18 JOB NO.: 10-3-17 FILE: X:\Empire\dwg\srv\plat 2017\100317.dwg

(435) 649-9467 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2018 BY ______________ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 25TH DAY OF OCTOBER, 2017 BY ______________ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF __________, 2018 BY ______________ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS ______ DAY OF __________, 2018 BY ______________ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 9TH DAY OF NOVEMBER, 2017 BY ______________ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 9TH DAY OF NOVEMBER, 2017 BY ______________ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______________ ______ FEE ______ RECORDER TIME ______ DATE ______ ENTRY NO. ______



1 LOWER LEVEL - UNITS 1 & 2
SCALE: 1" = 10'



2 MAIN LEVEL - UNITS 1 & 2
SCALE: 1" = 10'

COMMON AREA EASEMENT/ OWNER ACCESS EASEMENT

PRIVATE OWNERSHIP UNIT

LIMITED COMMON OWNERSHIP

*A LIMITED COMMON AREA EXTENDS 30 FEET FROM THE REAR AND 10 FEET FROM THE SIDE AND FRONT BOUNDARY OF EACH COMPLETED UNIT AS SHOWN ON SHEET "1" THE AREA EXTENDING TO 7 FEET BELOW THE LOWEST FINISHED FLOOR IS ALSO CONSIDERED LIMITE D COMMON

UNIT #1 SQUARE FOOTAGE TABLE

LEVELS	SQUARE FOOTAGE
LOWER	111 SF
MAIN	1656 SF
SECOND	1325 SF
THIRD	950 SF
TOTAL	**4042 SF**
GARAGE	558 SF

UNIT #2 SQUARE FOOTAGE TABLE

LEVELS	SQUARE FOOTAGE
LOWER	111 SF
MAIN	1656 SF
SECOND	1325 SF
THIRD	950 SF
TOTAL	**4042 SF**
GARAGE	558 SF

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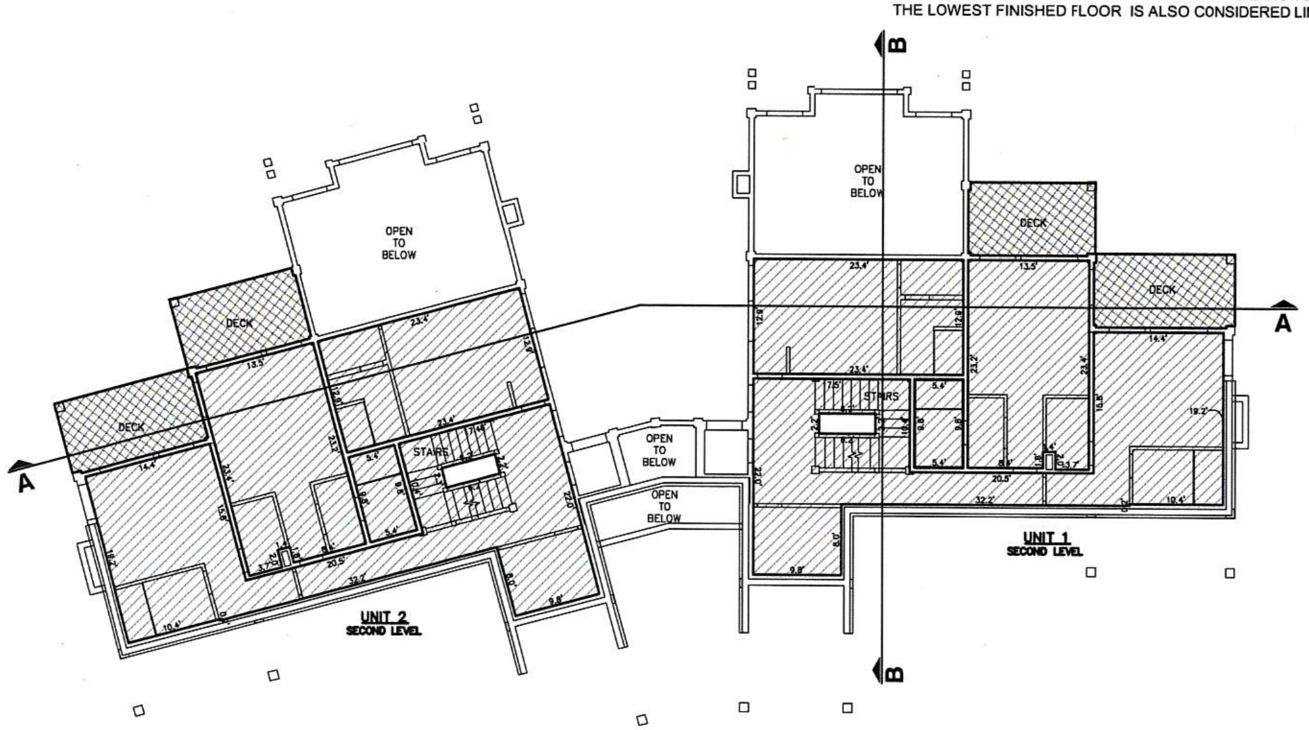
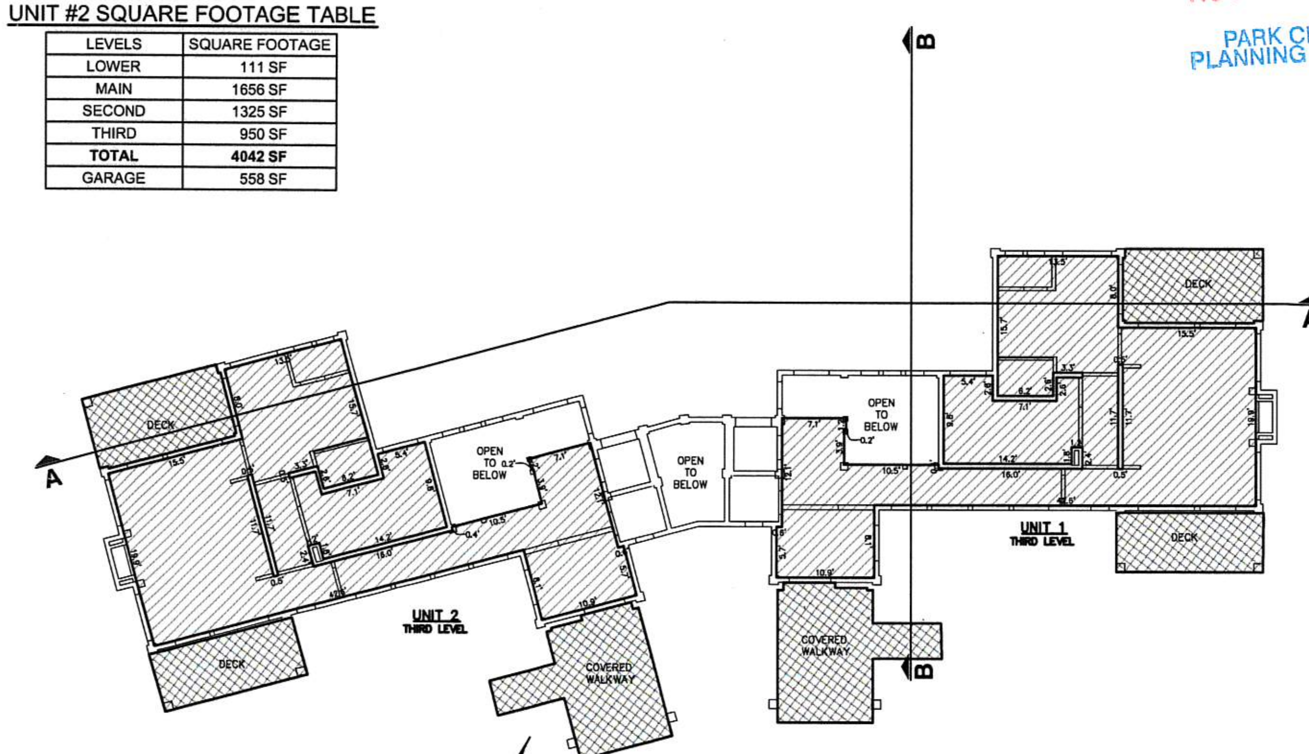
NOV 07 2018
PARK CITY PLANNING DEPT.



3 SECOND LEVEL - UNITS 1 & 2
SCALE: 1" = 10'



4 THIRD LEVEL - UNITS 1 & 2
SCALE: 1" = 10'

SECOND AMENDMENT TO FIRST AMENDED & RESTATED
CONDOMINIUM PLAT

NAKOMA CONDOMINIUMS

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

11/7/18

JOB NO.: 10-3-17 FILE: X:\Empire\dwg\srv\plat 2017\100317.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ______

______ FEE ______ RECORDER

TIME ______ DATE ______ ENTRY NO. ______

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, Daniel Brinckerhoff and Joanna Brinckerhoff, husband and wife as joint tenants, as to Unit 1, hereby certify that they have caused this plat amendment to be prepared and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand this ______ day of ______________, 2018.

By: ________________________________
Daniel Brinckerhoff

In witness whereof, the undersigned set her hand this ______ day of ______________, 2018.

By: ________________________________
Joanna Brinckerhoff

ACKNOWLEDGMENT

State of: ________________:

ss:

County of: ________________:

On this ______ day of ________________________, 2018, Daniel Brinckerhoff personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me been duly sworn/affirmed, that he acknowledged to me that he executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS plat amendment.

____
Notary Public

____
Printed Name

Residing in: ________________

My commission expires: ____________________

Commission No.: ______________

ACKNOWLEDGMENT

State of: ________________:

ss:

County of: ________________:

On this ______ day of ________________________, 2018, Joanna Brinckerhoff personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS plat amendment.

____
Notary Public

____
Printed Name

Residing in: ________________

My commission expires: ____________________

Commission No.: ______________

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Adam R. De Vone and Sheryl L. De Vone, Trustees of the De Vone Family Trust, dated January 8, 1993, as to Unit 2, hereby certifies that they have caused this plat amendment to be prepared and hereby consent to the recordation of this plat amendment.

ALSO, the owner hereby irrevocably offers for dedication to the City of Park City all the easements shown on this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this ______ day of ________________, 2018.

By: ________________________________
Adam R. De Vone, Trustee

In witness whereof, the undersigned set his hand this ______ day of ________________, 2018.

By: ________________________________
Sheryl L. De Vone, Trustee

ACKNOWLEDGMENT

State of ________________)
: ss.
County of ________________)

On this ______ day of ________________________, 2018, Adam R. Devone personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Trustee of the De Vone Family Trust, dated January 8, 1993, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

____
Notary Public

____
Printed Name

Residing in: ________________________

My commission expires: ____________________

Commission No.: ______________

ACKNOWLEDGMENT

State of ________________)
: ss.
County of ________________)

On this ______ day of ________________________, 2018, Sheryl L. Devone personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is a Trustee of the De Vone Family Trust dated January 8, 1993, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed the SECOND AMENDMENT TO FIRST AMENDED NAKOMA CONDOMINIUMS.

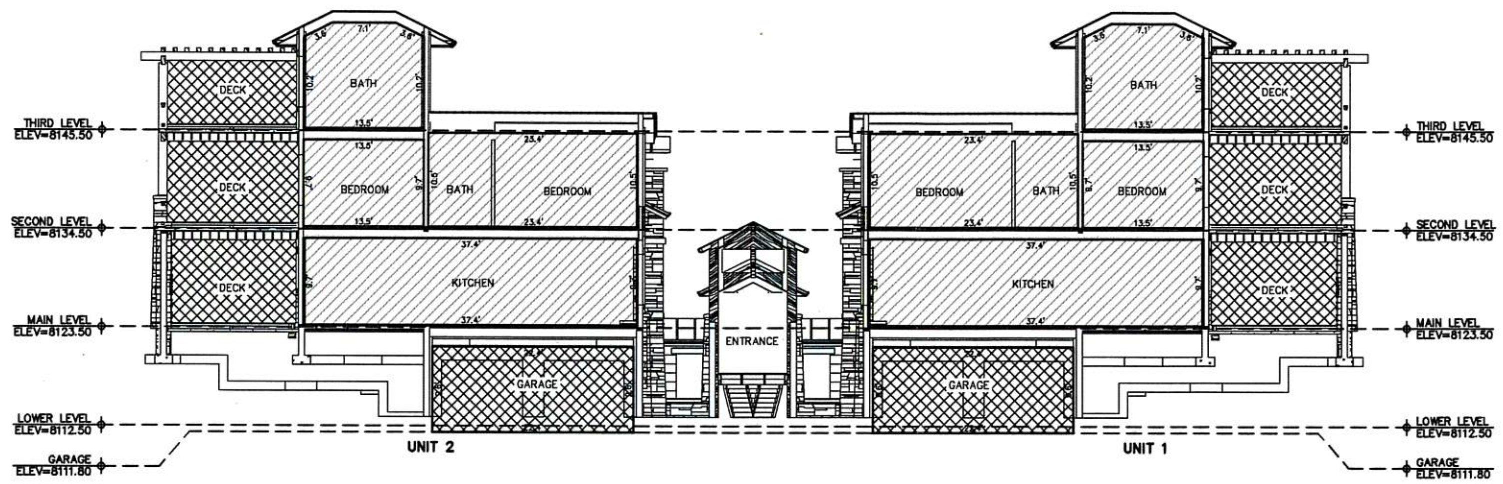
____
Notary Public

____
Printed Name

Residing in: ________________________

My commission expires: ____________________

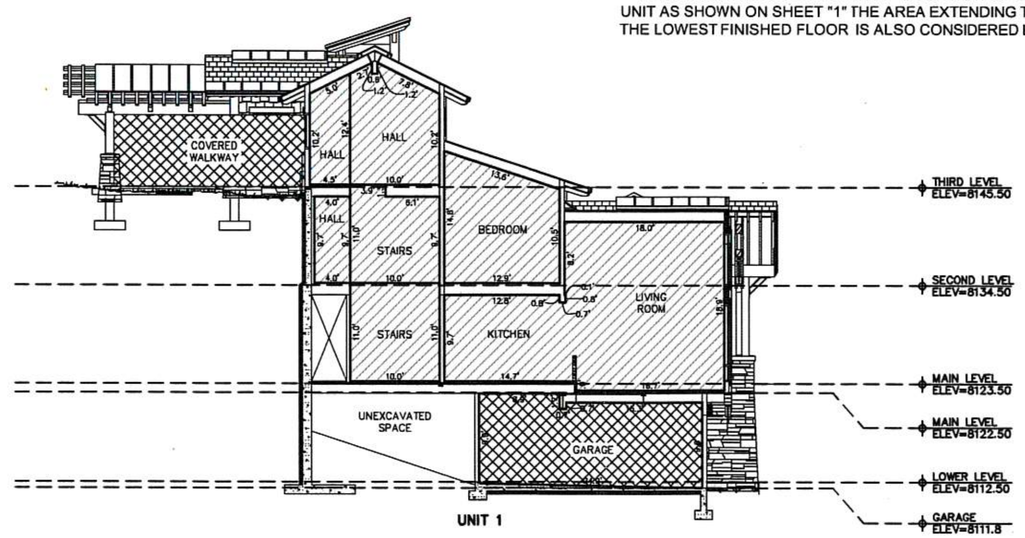
Commission No.: ______________



(A) BUILDING SECTION - UNITS 1 & 2
SCALE: 1" = 10'

(blank box)	COMMON AREA
(single hatch)	PRIVATE OWNERSHIP UNIT
(cross hatch)	LIMITED COMMON OWNERSHIP

*A LIMITED COMMON AREA EXTENDS 30 FEET FROM THE REAR AND 10 FEET FROM THE SIDE AND FRONT BOUNDARY OF EACH COMPLETED UNIT AS SHOWN ON SHEET "1" THE AREA EXTENDING TO 7 FEET BE LOW THE LOWEST FINISHED FLOOR IS ALSO CONSIDERED LIMITED COM MON



(B) BUILDING SECTION - UNIT 1
SCALE: 1" = 10'

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Friends of Flagstaff, LLC, a Utah limited liability company, as to Unit 7, hereby certifies that it has caused this plat amendment to be prepared and does hereby consent to the recordation of this plat amendment.

In witness whereof the undersigned has executed this certificate and dedication this _____ day of ______________, 2018.

Friends of Flagstaff, LLC
a Utah limited liability company

By: ____________________

Title: ____________________

ACKNOWLEDGMENT

State of ________________:
ss:
County of ________________:

On this ______ day of ____________________, 2018, ____________________ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the ______________ of Friends of Flagstaff, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

____
A Notary Public commissioned in ________________

____
Printed Name

Residing in: ________________

My commission expires: ____________________

Commission No. ______________

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Steve Scruton and Marilee Scruton, joint tenants, as to Unit 8, hereby certify that they have caused this plat amendment to be prepared and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set his hand this ______ day of ______________, 2018.

By: ________________________________
Steve Scruton

In witness whereof, the undersigned set her hand this ______ day of ______________, 2018.

By: ________________________________
Marilee Scruton

ACKNOWLEDGMENT

State of: ________________:

ss:

County of: ________________:

On this ______ day of ________________________, 2018, Steve Scruton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me been duly sworn/affirmed, that he acknowledged to me that he executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

____
Notary Public

____
Printed Name

Residing in: ________________

My commission expires: ____________________

Commission No.: ____________________

ACKNOWLEDGMENT

State of: ________________:

ss:

County of: ________________:

On this ______ day of ________________________, 2018, Marilee Scruton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me been duly sworn/affirmed, that he acknowledged to me that she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

____
Notary Public

RECEIVED

____
Printed Name

Residing in: ________________

NOV 07 2018

My commission expires: ____________________

Commission No.: ____________________

PARK CITY PLANNING DEPT.

SECOND AMENDMENT TO FIRST AMENDED & RESTATED CONDOMINIUM PLAT

NAKOMA CONDOMINIUMS

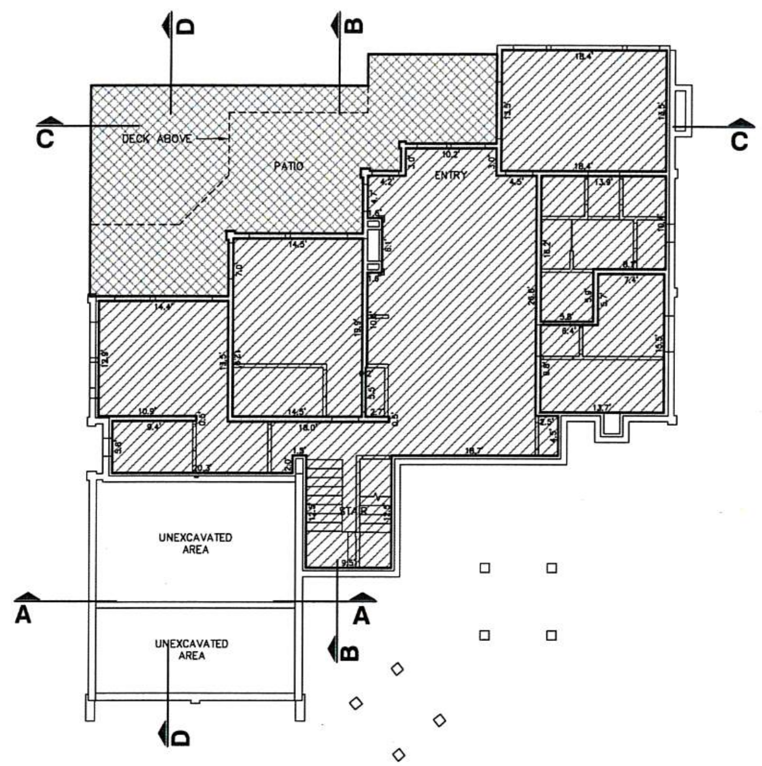
JOB NO.: 10-3-17 FILE: X:\Empire\dwg\srv\plat 2017\100317.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ____________________

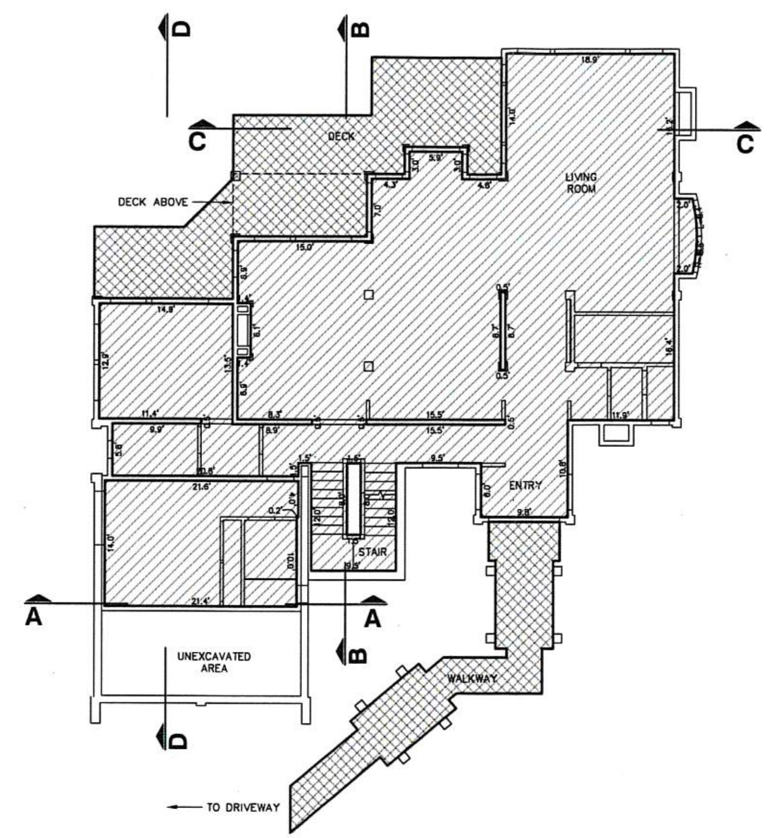
FEE ____________ RECORDER ____________

11/7/18

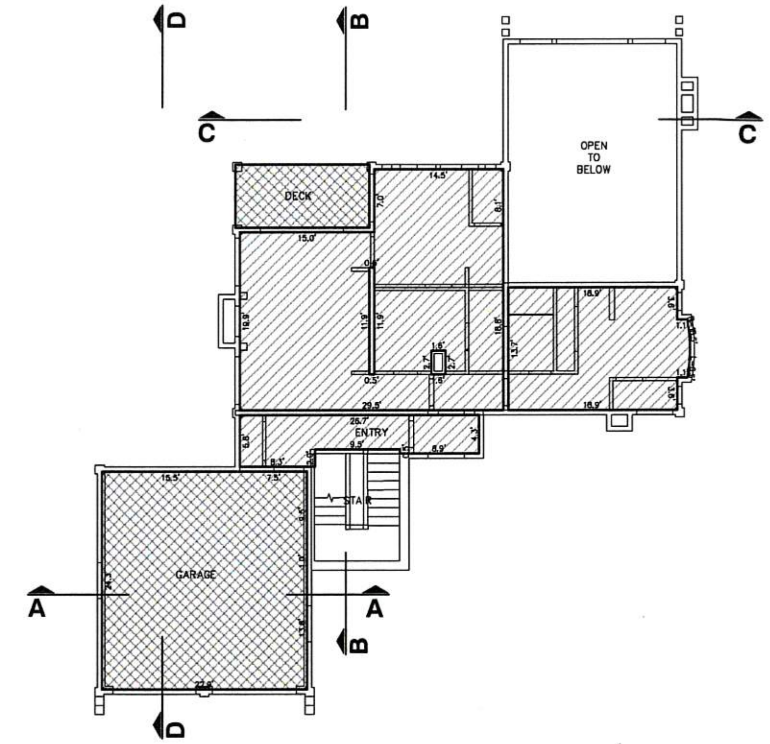
TIME ______ DATE ____________ ENTRY NO. ____________



1 LOWER LEVEL - UNIT 7
SCALE: 1" = 10'



2 MAIN LEVEL - UNIT 7
SCALE: 1" = 10'



3 UPPER LEVEL - UNIT 7
SCALE: 1" = 10'

COMMON AREA

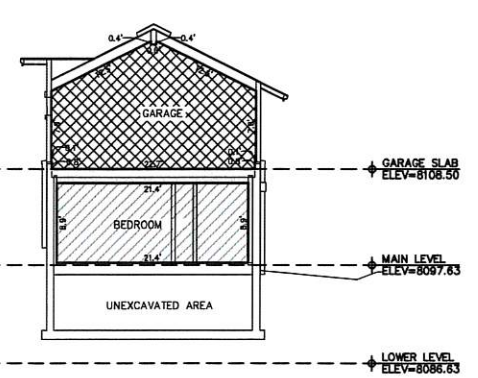
PRIVATE OWNERSHIP UNIT

LIMITED COMMON OWNERSHIP

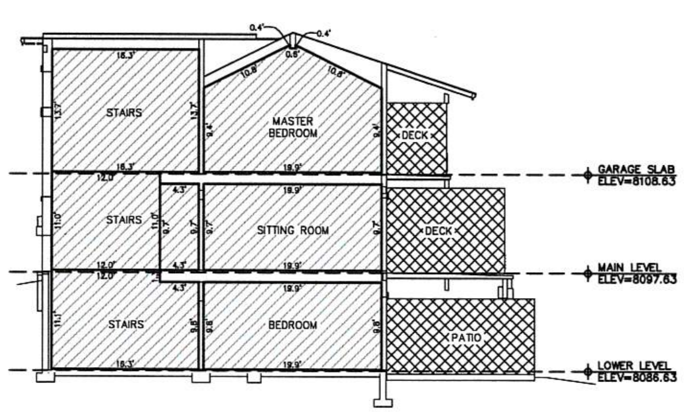
*A LIMITED COMMON AREA EXTENDS 30 FEET FROM THE REAR AND 10 FEET FROM THE SIDE AND FRONT BOUNDARY OF EACH COMPLETED UNIT AS SHOWN ON SHEET "1" THE AREA EXTENDING TO 7 FEET BELOW THE LOWEST FINISHED FLOOR IS ALSO CONSIDERED LIMITED COMMON

UNIT #7 SQUARE FOOTAGE TABLE

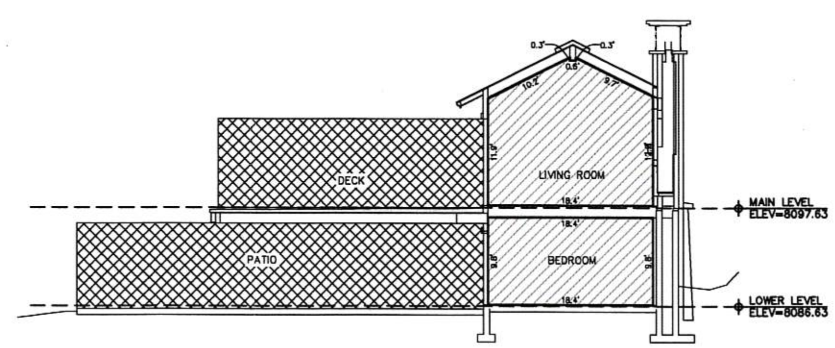
LEVELS	SQUARE FOOTAGE
LOWER	1,971 SF
MAIN	2,412 SF
UPPER	1,068 SF
TOTAL	**5451 SF**
GARAGE	558 SF



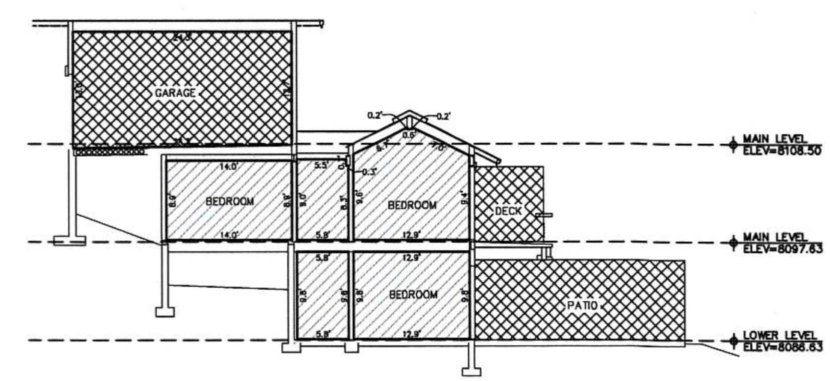
A BUILDING SECTION - UNIT 7
SCALE: 1" = 10'



B BUILDING SECTION - UNIT 7
SCALE: 1" = 10'



C BUILDING SECTION - UNIT 7
SCALE: 1" = 10'



D BUILDING SECTION - UNIT 7
SCALE: 1" = 10'

SECOND AMENDMENT TO FIRST AMENDED & RESTATED
CONDOMINIUM PLAT

NAKOMA CONDOMINIUMS

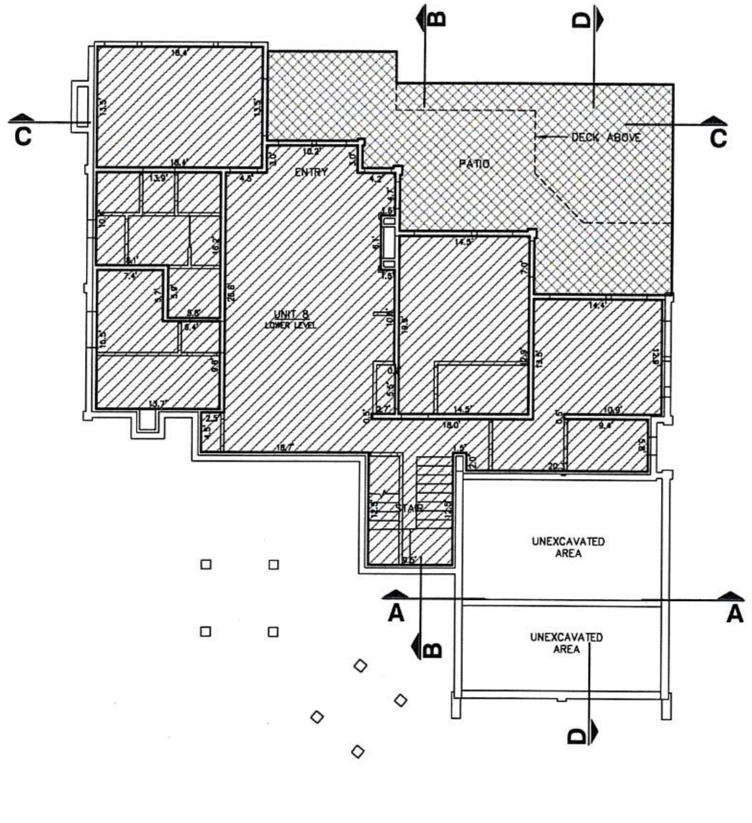
JOB NO.: 10-3-17 FILE: X:\Empire\dwg\srv\plat 2017\100317.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ______

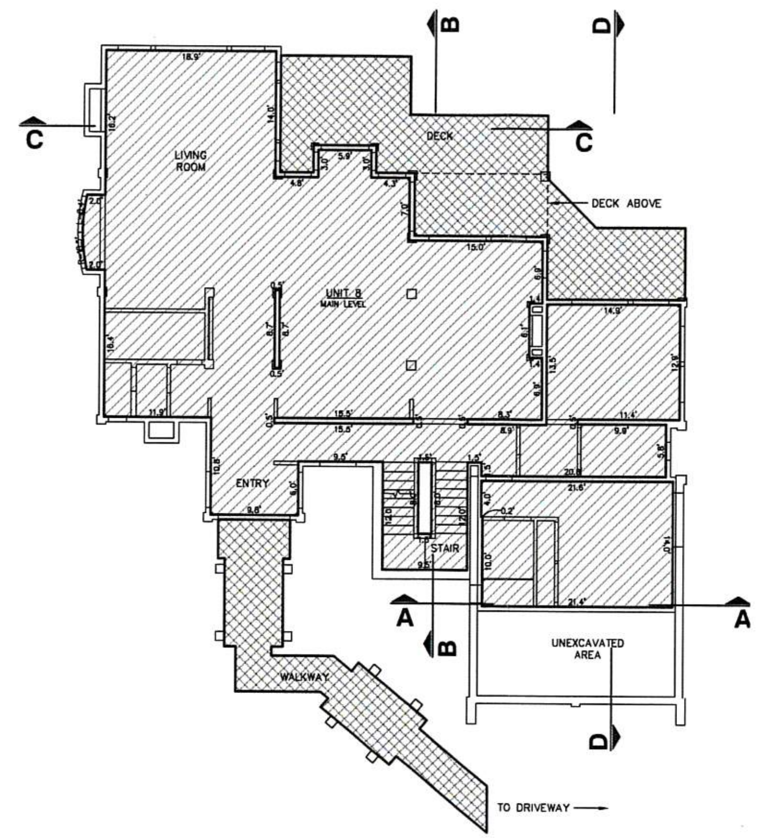
FEE ______ RECORDER ______

TIME ______ DATE ______ ENTRY NO. ______

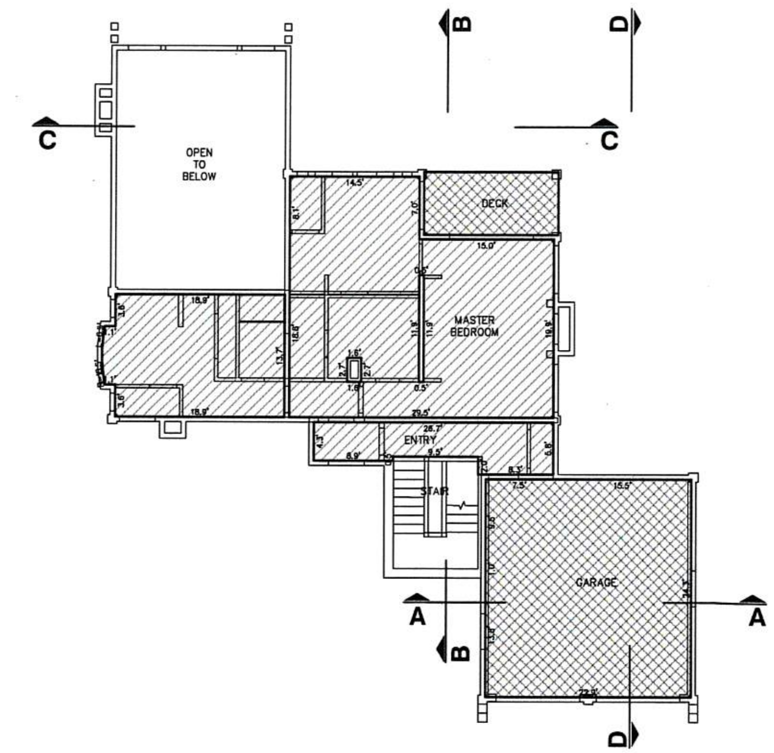
11/7/18



1 LOWER LEVEL - UNIT 8
SCALE: 1" = 10'



2 MAIN LEVEL - UNIT 8
SCALE: 1" = 10'



3 UPPER LEVEL - UNIT 8
SCALE: 1" = 10'

COMMON AREA

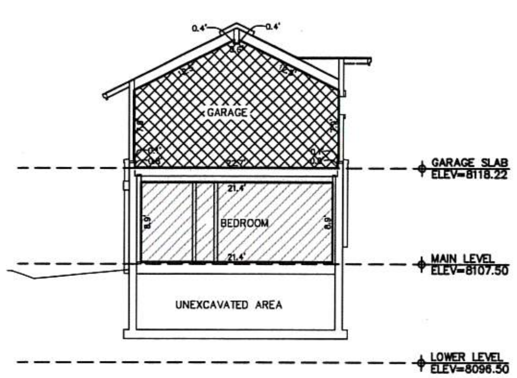
PRIVATE OWNERSHIP UNIT

LIMITED COMMON OWNERSHIP

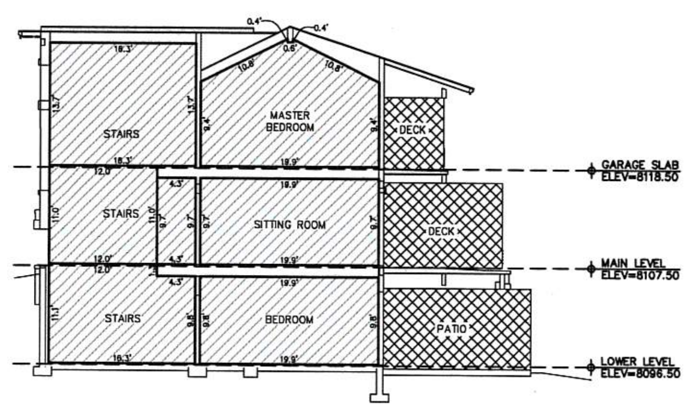
*A LIMITED COMMON AREA EXTENDS 30 FEET FROM THE REAR AND 10 FEET FROM THE SIDE AND FRONT BOUNDARY OF EACH COMPLETED UNIT AS SHOWN ON SHEET "1" THE AREA EXTENDING TO 7 FEET BELOW THE LOWEST FINISHED FLOOR IS ALSO CONSIDERED LIMITED COMMON

UNIT #8 SQUARE FOOTAGE TABLE

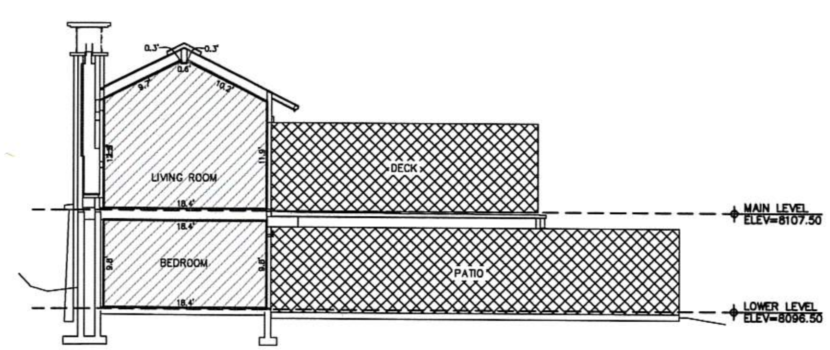
LEVELS	SQUARE FOOTAGE
LOWER	1,971 SF
MAIN	2,412 SF
UPPER	1,068 SF
TOTAL	**5,451 SF**
GARAGE	558 SF



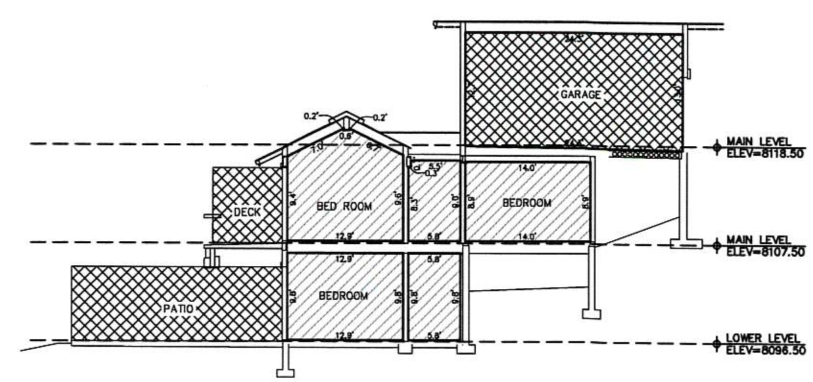
A BUILDING SECTION - UNIT 8
SCALE: 1" = 10'



B BUILDING SECTION - UNIT 8
SCALE: 1" = 10'



C BUILDING SECTION - UNIT 8
SCALE: 1" = 10'



D BUILDING SECTION - UNIT 8
SCALE: 1" = 10'

SECOND AMENDMENT TO FIRST AMENDED & RESTATED CONDOMINIUM PLAT

NAKOMA CONDOMINIUMS

JOB NO.: 10-3-17 FILE: X:\Empire\dwg\srv\plat 2017\100317.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______

FEE ______ RECORDER ______

TIME ______ DATE ______ ENTRY NO. ______

11/7/18

Council Agenda Item Report

Meeting Date: December 11, 2018
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Approve the First Amendment to the Granicus Service Agreement between Granicus, LLC and Park City Municipal for the Purpose of Adding Closed Captioning to the Live Stream Audio for City Council Meetings in 2019, in a Form Approved by the City Attorney, in the Amount of $19,250.00
(A) Public Input (B) Action

Suggested Action:

Attachments:
Closed Captioning Service Staff Report

Closed Captioning Addendum to Contract

City Council
Staff Report

Subject: Closed Captioning on Live Stream Audio during Council Meetings
Author: Michelle Kellogg
Department: Executive
Date: December 11, 2018

Summary Recommendation

Staff recommends authorizing the City Manager to approve the First Amendment to the Granicus Service Agreement between Granicus, LLC and Park City Municipal for the purpose of adding closed captioning to the live stream audio for City Council meetings in 2019, in a form approved by the City Attorney, in the amount of $19,250.00. The premium would be paid upfront as of January 2019 and would cover 140 hours of City Council meetings held in the Council Chambers at $137.50 per hour until December 31, 2019.

Executive Summary

This proposal was first brought forward in the Social Equity Innovation Challenge. It will contribute to Social Equity in four ways:

1. It will benefit the hearing impaired persons who want to listen/participate in City meetings.
2. The community is aging. It will benefit seniors, who process conversations at a little slower speed and lose their hearing as they age.
3. It will benefit those who speak English as a second language by helping them understand what they are listening to.
4. It offers an additional option for community members who are visual/linguistic learners to further engage with City meetings.

Currently, there are no alternatives to listening to City Council meetings. Closed captioning would be an added level of customer service and transparency in conjunction with the live stream audio. Three minority demographics in the community and the community at large would benefit as well. This is a pilot program for City Council meetings only. If Council and staff agree on the benefits of the closed captioning service, the service will expand to Planning Commission meetings the following year.

Alternatives for City Council to Consider

1. **Recommended Alternative:** To offer closed captioning service for City Council meetings.

   Pros

   a. This service will help the hearing impaired, the aging citizens and those who are learning English as a second language.
   b. The transcript of the meeting will be uploaded to the City website with the audio at the conclusion of the meeting.
   c. There will be more transparency for those reviewing the transcripts after the meetings.

2. **Null Alternative:** Council meetings will still offer live stream audio for those who wish to listen at home.

Department Review
Executive and Legal Departments

Funding Source
This was approved in the FY 2019 budget.

Attachments
Addendum to the Granicus Contract

First Amendment to the Granicus Service Agreement between Granicus, Inc. and Park City Municipal Corporation, a Utah municipal corporation

This First Amendment to the Granicus, Inc. Service Agreement is effective January 4, 2019, between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and Park City Municipal Corporation, a Utah municipal corporation (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 1/4/2018 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-38099, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Park City Municipal Corporation, a Utah municipal corporation	Granicus
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A
Granicus Proposal for Park City, UT

Granicus Contact

Name: Drew Baker

Phone: +1 3234229710

Email: drew.baker@granicus.com

Proposal Details

Quote Number: Q-38099

Prepared On: 11/30/2018

Valid Through: 12/27/2018

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Closed Captioning Services - Recurring (Hours)	Annual	140 Hours	$19,250.00
		SUBTOTAL:	**$19,250.00**

Product Descriptions	
Name	**Description**
Closed Captioning Services - Recurring (Hours)	Live closed captioning. • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with less than 24 hours notice may not be guaranteed coverage. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.