PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 8, 2019

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, January 8, 2019.

CLOSED SESSION - 5:30 p.m.

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Council Questions and Comments

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 December 11, 2018
December 11, 2018 Minutes

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Five-Year Renewal Contract with Everbridge for Emergency Mass Notification Services (EMNS)
Renewal Staff Report.docx
Exhibit A: 2019 Everbridge Renewal Quote
Exhibit B: Interlocal Emergency Mass Notifications Services Agreement
Exhibit C: 2019 Everbridge Service Agreement Amendment

2. Request to Approve a Contract Addendum for Software Maintenance with Neubrain, in an Amount not to Exceed $191,731, in a Form Approved by the City Attorney
BOARD Software Staff Report
Exhibit A: Addendum G - Board Connect to ADP

3. 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

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

5. Request to Authorize the City Manager to Sign a Professional Services Agreement (PSA), in a Form Approved by the City Attorney, with Two (2) On-Call Charter Transportation Service Companies, Driver Provider and Le Bus, for a Total Amount Not to Exceed $160,000, to Provide On-Call Event Transportation Services in and Around Park City
On-Call Transportation Service Staff Report

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2019-01, an Ordinance Approving the 2019 Regular Meeting Schedule for City Council
(A) Public Input (B) Action
Annual Meeting Notice Ordinance

2. Consideration to Approve Ordinance No. 2019-02, an Ordinance Approving the Frandsen Plat Amendment Located at 416 Ontario Avenue, Park City, Utah
(A) Public Hearing (B) Action
416 Ontario Avenue Staff Report and Ordinance
416 Ontario Avenue Plat Exhibits

3. Consideration to Continue an Ordinance Approving the 8680 Empire Club Drive - Residences at the Tower Condominiums Plat
(A) Public Hearing (B) Continue to February 28, 2019
8680 Empire Club Tower Condo Staff Report

4. Consideration to Approve the Level Five 2019 World FIS Championship Event to be Held February 1-10, 2019 at Deer Valley, Park City Resort Base, and Main Street, in a Form Approved by the City Attorney, and Approve a Special Event Fee Reduction for the Event in the Amount of $222,292
(A) Public Input (B) Action
2019 World Championship Staff Report
Exhibit A: 2019 World Champ Application Fee Reduction and Supplemental Info 2
Exhibit B: World Championship Event Analysis
Exhibit C: 2019 FIS World Championship Special Event Permit

VII. ADJOURNMENT

VIII. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution HA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Housing Authority
   (A) Public Input (B) Action
   Housing Authority Annual Meeting Notice Resolution

2. Park City Heights Annual Housing Update
   (A) Public Input
   Park City Heights Staff Report

3. Consideration to Amend the Park City Heights Housing Mitigation Plan
   (A) Public Hearing (B) Action
   Housing Mitigation Plan Staff Report
   Attachment A: Proposal for Amended Park City Heights Housing Mitigation Plan
   Attachment B: Park City Heights Pricing Approved with Revised Lots
   Attachment C: Map
   Attachment D: Park City Heights Housing Mitigation Action Letter

IV. ADJOURNMENT

IX. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution RDA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Redevelopment Agency
   (A) Public Input (B) Action
   Redevelopment Agency Annual Meeting Notice Resolution

IV. ADJOURNMENT

X. PARK CITY WATER SERVICE DISTRICT MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution WSD 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Water Service District
   (A) Public Input (B) Action

Water Service District Annual Meeting Notice Resolution

IV. ADJOURNMENT

XI. PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution MBA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Municipal Building Authority
   (A) Public Input (B) Action
   Municipal Building Authority Annual Meeting Notice Resolution

IV. 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: January 8, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

Subject:
Consideration to Approve the City Council Meeting Minutes from December 11, 2018

Suggested Action:

Attachments:
December 11, 2018 Minutes

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

December 11, 2018

The Council of Park City, Summit County, Utah, met in open meeting on December 11, 2018, at 2:00 p.m. in the City Council Chambers.

Council Member Ware Peek moved to close the meeting to discuss property, personnel, litigation and security at 2:00 p.m. Council Member Henney seconded the motion.

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

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

Council Member Worel moved to adjourn from Closed Meeting at 5:30 p.m. Council Member Henney seconded the motion.

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

WORK SESSION

<u>FY2019 Adjusted Budget Discussion:</u>
Jed Briggs and Nate Rockwood, Budget Department, presented this item. Council Member Joyce asked if the $400,000 in the adjusted budget for bus batteries was a new expense. Blake Fonnesbeck, Public Works Director, stated the batteries were for the new buses that had been ordered and noted the expense wasn't included in the budget that was passed in June.

Council Member Gerber asked why the Arts and Culture position was not included in the discussion at the last meeting. Briggs stated the budget discussion at the last meeting was to follow up on the Council’s summer retreat priorities.

Council Member Worel wanted to talk about the Arts and Culture District. Rockwood reviewed that from the recommendations made by the Webb Management Arts and Culture District study and Project ABC, it was concluded that there would need to be a management structure. He proposed creating an Arts and Culture Department and staffing it with an Arts and Culture manager. There would also be a restructure of the Budget Department by creating a Redevelopment and Capital Management division which he would be over and which would cover the Arts and Culture Department. He felt it was the right time to create the department because the manager needed to know how the district operated, including the facilities, parking, affordable housing, open space, etc. As the district was developed the department would grow, but a manager needed to be onboard from the beginning in order to see how the purchase agreement, development agreement, and management agreement worked. He thought it was important to put the management piece into the budget now. Kimball Art Center and Sundance were working on their programming, and he felt the City should focus on that as well. The Arts and Culture Department should function the way the Rec Department functioned; with many programs and a central management for those programs.

Council Member Worel thought it would make sense to have an Arts and Culture Department and a manager sooner than later, but she didn't recall that the plan from the study was adopted. Council Member Ware Peek agreed. Council Member Gerber stated Arts and Culture was made a top priority at the retreat and asked if the Arts and Culture Department would cover more than just the Arts and Culture District, such as the City art programs and the Public Art Advisory Board. Rockwood affirmed and reviewed some of the duties of the manager position that went beyond the Arts and Culture District. Foster stated there would be significant expansion in the Arts and Culture Department, but initially it would be minimal.

Rockwood stated the plan was to provide Council with an operational plan and potential amenities that could go into an Arts and Culture District. An assessment would be performed on the City's amenities, gaps, and needs to determine what things would work and what things wouldn't work. The plan was presented the same day that the architect was approved by Council. The plan was not a master plan but concepts of what should happen within the district. Rockwood wasn't recommending adopting the plan but he would like to adopt the Master Planned Development (MPD) as the master plan for the Arts and Culture District. What was in the Webb plan was the performa of what the costs and revenues might be. In order to create that structure, someone needed to be hired to work with Rockwood.

Mayor Beerman indicated the budget discussion would continue in the regular meeting.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Diane Foster, City Manager Matt Dias, Assistant City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Absent**

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Gerber indicated she enjoyed the holiday party for Council and staff. She attended the Deer Crest Interlocal Municipal Services agreement meeting and suggested Council review it at some point.

Council Member Ware Peek attended the holiday party as well. She stated that she and Council Member Worel judged the gingerbread house contest at the library. She was a greeter at the Santa Skate event and also attended the Master Planning Steering Committee meeting at the School District.

Council Member Henney agreed the holiday party was great. He saw the film “Bias” and indicated it was outstanding. He attended the SOS breakfast by Vail Resorts. Dr. Christy Kane spoke at the Santy Auditorium on the effects of screen time on people, and especially youth. He attended Shop with a Cop, the Leadership holiday potluck, Skate with Santa, and the Epic Promise Grant event where significant money was given away. He was pleased to see the Social Equity emphasis at the Epic Promise event.

Council Member Worel attended the holiday party and judged gingerbread houses at the library. She also had lunch with the seniors. She attended the Habitat for Humanity board meeting and indicated they would break ground on two homes in January. She attended the TEDxParkCityWomen meeting, the Park City Foundation group on childcare meeting, and the RFP committee for a mental health contract that would be released in January.

Council Member Joyce met with the Snyderville Basin Open Space Advisory Committee (BOSAC), and indicated they were doing a survey in the first quarter on open space and recreation. He also talked about the truck inspections and the urgent need to keep on this issue, and asked if he or the Council as a whole could write a letter to the State Representatives and Senators.

Mayor Beerman stated Council Member Worel would be the Mayor Pro Tem at the next meeting. He attended a working group for special service grants and they would bring their conclusions to Council before the next budget season. He stated the Ice Rink Interlocal Agreement with Basin Rec was approved at the last meeting, and indicated that Park City would be increasing its funding but the Basin would not. He called Basin Rec for clarification and they stated budget cuts were the reason the County couldn't increase its funding. Mayor Beerman recommended matching the Basin's funding and bringing the Letter of Consent back for another vote at the next meeting. Council Member Henney stated the agreement needed to be signed soon for operational needs, but he was in favor of bringing this item back for further discussion.

Amanda Angevine, Ice Rink General Manager, stated the funds didn't need to be spent immediately, but the Letter of Consent was urgent because the contract was expiring. Foster stated cutting $50,000 would impact some energy efficiency projects that were planned for this year, but it was not great that the Basin was not matching the funding. Mayor Beerman stated he didn't object to the funding but he wanted an equitable relationship with Basin Rec. Foster asked if this could be adopted with $50,000 from each party, and then negotiate with Basin after the adoption. Angevine stated that could be a possibility. Council Member Joyce stated the County was in the middle of their budget process and he volunteered to have a conversation with the County Manager or County Council regarding this issue.Mayor Beerman stated he heard that Basin Rec could find funding, but it was negotiable.

Celia Peterson, Sustainability, presented the Council with a SolSmart Gold award, and indicated the City was awarded this for being on the forefront of solar in Utah. Park City was the only city in Utah to achieve the gold status award.

Mayor Beerman indicated that this Friday the United Stated Olympic Committee (USOC) would make a decision on which city would be allowed to bid for the Olympics. He wanted to end on a holiday note and stated he got to light the menorah at the Jewish center.

<u>Staff Communications Reports:</u>

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

2. Parking Outreach Plan:

3. Main Street District National Register of Historic Places Boundary Expansion:

4. Bonanza Flat Update:

III) 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.

<u>Joe Butterfield</u> stated Lower Park Avenue was being kicked down the curb again with regard to parking. He understood it had many larger condo projects, but they began at 14th Street. There should be something that could happen. Council Member Gerber informed him that there was a report on the Parking Plan making a new Parking Zone G that was in the Council packet. He had not heard that, but he knew it would be worse before it got better. Mayor Beerman stated the City was moving forward on Parking. Foster stated the plan was complex and they were working on outreach before implementation. Butterfield stated there was no place to park between 2:00 a.m.-6:00 a.m. when the snowplows were out.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

<u>Consideration to Approve the City Council Meeting Minutes from November 15 and 20, 2018:</u>
Council Member Worel referred to the November 15th minutes on Page Six, Line 23 and stated the word "staff" should be removed. Council Member Henney referred to Page One, Line 33 and noted he attended Green Drinks, not Green Dreams.

Council Member Gerber moved to approve the City Council meeting minutes from November 15 and 20, 2018 as amended. Council Member Ware Peek seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Joyce, Ware Peek, and Worel
ABSTAIN: Council Member Joyce (from the November 15, 2018 minutes)

V) CONSENT AGENDA

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

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

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

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:

Council Member Joyce moved to remove Item 4 from the Consent Agenda. Council Member Worel seconded the motion.

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

Council Member Joyce moved to approve Items 1-3 on the Consent Agenda. Council Member Worel seconded the motion.

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

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:
Matt Dias reviewed that the City was working to track nightly rentals and bring them into compliance. This contract was a pay-as-you-go contract. The City would pay the firm a one-time $40 fee for every nightly rental brought into compliance.

Council Member Joyce asked how staff would accommodate the extra work brought about by this firm and if there was there a plan to handle the additional workload. Dias stated this was a phased-in approach. They would first contact long-term properties that wanted to come into compliance. Also, the winter was a little slower for the Building Department and the Finance Department used employees from the golf course in the winter to augment their staff.

Dias stated the City would pay the one-time fee under this contract and then the property would be in compliance and the City would get the yearly renewal fees. He thought the majority of rentals out of compliance would be in compliance within the next three years.

Council Member Ware Peek suggested educating these properties and encouraging or providing incentives to be long-term rentals. Dias stated some sections of the City were not allowed to be short term rentals so they would return to being long-term rentals.

Council Member Gerber asked if outreach on short-term rental licenses had been done. Dias stated no outreach had been performed. The State Legislature prohibited cities from advertising and enforcing short-term rental compliance. This company would be reaching out to the properties, but the properties would not be cited or fined. In other cities, 80% of short-term rentals came into compliance after receiving three letters.

Council Member Joyce moved 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. Council Member Worel seconded the motion.

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

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:
Jenny Diersen, Special Events Manager, recommended the City approve the amendment to this contract. She indicated the Chamber, Triple Crown, and Extreme Soccer came together to reach a consensus. Triple Crown would have a five day event during the second week, and Extreme Soccer would be a four day event. So a fee reduction would help Triple Crown since they would have a revenue loss because of the change.

Council Member Joyce thanked all the parties for making these events work.

Mayor Beerman opened the public hearing.

Shelley Gillwald, Park City Soccer Club, thanked staff and Bob at Triple Crown for making this schedule work.

Mayor Beerman closed the public hearing.

Council Member Ware Peek moved to approve an amendment to the existing contract with Triple Crown Sports (TCS) to reflect a date change for the event in 2019 and 2020. Council Member Gerber seconded the motion.

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

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:
Mayor Beerman opened the public hearing.

Jory Macomber, Executive Director of Kimball Art Center, stated he supported Rockwood's request for an Arts and Culture Manager and an Arts and Culture Department.

Alex Butwinski, Summit County Arts Council Board, read the job description for the Arts and Culture manager. He thought it was a little rushed to hire at this point because there were not a lot of duties in the job description. He asked if the City would be competing with other entities for programming. He also felt the skill sets for this description were pretty broad and stated there should be a better idea of what the department would do before a manager was hired.

Mayor Beerman closed the public hearing.

Mayor Beerman stated he was part of the team working with Sundance and Kimball Art Center on this project. There were practical concerns because they would be meeting with the architects and the City needed to get a better idea of what the uses and programming would be before the building was designed. Someone was also needed to interface with the stakeholders in town. The position could be phased in but it was needed soon so the work could be addressed.

Council Member Gerber stated Council should respect the request made by Rockwood because he had several projects he worked on and he needed to spend time on the other projects as well. Council Member Henney struggled with creating a department, and suggested giving Rockwood an assistant for the time being. This was a big step to take after discussing it at one meeting.

Council Member Joyce agreed that Rockwood needed help. It was hard to create a position when the district wouldn't be operating for four years. He thought a consultant was needed and stated that was what Sundance and the Kimball Art Center did. He also requested that Rockwood come back with a revised job description. Rockwood stated that Duncan Webb was still under contract and would be consulting, but he wasn't here working on a daily basis. He wanted someone looking at how the district would operate. Council Member Joyce asked if Rockwood would prepare a timeline for what would be done by this position from this point and for the next four years.

Foster stated Rockwood used a number of job descriptions to create this one and there were many moving pieces, but this person would need to partner with Rockwood so this would not take all his time. She also addressed the need to create the department. Harrington stated it would be consistent to create a department because of the prior planning efforts. The responsibility was being shifted to the redevelopment and capital management function and he didn't hear any concern with that. He suggested changing the name from department to master planning and implementation if there was concern with the word "department."

Council Member Ware Peek agreed with Council Members Henney and Joyce, and thought these positions were not fully developed. She liked the idea of a part-time individual to help Rockwood during the beginning stages of the district. Council Member Gerber didn't think it was Council's role to tell Rockwood what he needed. He thought the project would move forward more quickly if he had help. The department name could be changed but she felt Council shouldn't get hung up on the semantics. She supported the position. Council Member Worel supported giving Rockwood help, but suggested that the position could be flushed out more before being approved.

Mayor Beerman stated the Arts and Culture District was a big change for the City. It would be a centerpiece for the town and the community had shown tremendous support. It was important to look at the details, and he read the responsibilities for those over this district.

Foster stated this department was not addressed in the original budget, but there was a technical department in it for the Transient Room Tax (TRT). So the department was technically already created. The department was semantically and actually different but it would feel like the City had a department once hiring was underway.

Council Member Joyce stated he couldn't see anything in the original budget tying back to the TRT. Rockwood stated the TRT was split three ways: the Debt Service Fund to pay back the bonds to buy the land, the Capital Fund for the Arts and Culture District project and the General Fund for the operating budget for the Arts and Culture Department. Those funds were paying for things like the consultant and other development expenses.

Council Member Joyce confirmed that the TRT money was under the line item of General Fund. Rockwood stated the City received the revenue into one of the three places. Council Member Joyce stated he looked at the customer liaison for the Community Development area, the budget increase was zero dollars because it was paid for with the increase in Community Development fees, and wanted to verify the revenue offset the expense of hiring this new employee. Briggs stated Council Member Joyce was correct.

Council Member Henney agreed this was transformative for the community, but he wanted to discuss this more fully in a work session. Rockwood explained the project would start in earnest in February so it was fairly time sensitive. This was such an ambitious project and he needed a highly competent person to take part of the load. Council Member Henney felt this needed to be discussed in more than one meeting.

Mayor Beerman asked if Council could support the position and then come back at another meeting to discuss and refine the concept of the department. After some discussion, Council supported the proposal. Council Member Worel asked for more definition of what the new position would be doing.

Council Member Ware Peek asked about the funding for positions for individuals with different abilities. She wanted the City to do this in a way that would make it a learning opportunity for others in the community. Council Member Worel agreed and noted that parents knew of resources available for training, etc. Foster indicated a meeting would be held to determine the extent of the program.

Council Member Gerber moved to approve Ordinance No. 2018-63, an ordinance adopting a revised budget for FY 2019 for Park City Municipal Corporation and its related agencies, with the amendment that Council will continue the discussion on the Arts and Culture Department. Council Member Ware Peek seconded the motion.

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

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:

Kirsten Whetstone, Senior Planner, stated this was a request to extend the approval for another year.

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

Council Member Worel moved 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. Council Member Henney seconded the motion.

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

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:

Michelle Kellogg, City Recorder, reviewed that closed captioning for the City Council and Planning Commission meetings was presented to Council as part of the Social Equity Innovative Challenge during the Council retreat in February. Although this feature was not chosen in February, there was some support and it was approved in the budget. She had reviewed the analytics on audio users and reported that over the last six months there had been 840 total listeners. The meeting with the highest audio users (149) was in August, where the Council approved the Treasure Hill bond to be on the ballot and heard a Historic Preservation Board appeal for 424 Woodside Avenue, but the average users per meeting usually fell between 19-40 users. She indicated this contract was for a one year pilot program for Council meetings and if Council and staff thought it was beneficial, it could expand to Planning Commission meetings in the future.

Council Member Worel asked how the meeting would be closed captioned. Kellogg explained a closed captioner would be typing the text live as the meeting progressed. Those listening to the audio would see a box in the lower right corner of the screen with a CC in it, and if they clicked on the box, the text would appear. After the meeting, a link to the text would appear on the website next to the audio link.

Council Member Joyce asked if having the closed captioning service would save the Recorder time in preparing minutes. Kellogg asserted the minutes would take less time to prepare and she anticipated lightening her workload because of the time savings associated with having the closed captioning text.

It was indicated the text could be translated after the meeting into Spanish. Council Member Joyce asked if closed captioning had been requested by listeners. Kellogg stated the service was offered when the City signed up to use Granicus for meeting management but she hadn't requested this feature until now. She felt it would be especially beneficial for the deaf, elderly, and those learning English as a second language.

Council Member Ware Peek noted the cost would be offset by the cost savings from the Recorder using less work hours preparing minutes. Council Member Joyce favored testing this feature as a pilot program. Foster suggested that Kellogg prepare a report on audio users every couple months to keep the Council updated on the use of this feature.

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

Council Member Worel moved 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. Council Member Joyce seconded the motion.

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

It was indicated that KPCW was more popular since they began posting the text of their broadcasts.

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Mike McComb
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Enter into a Five-Year Renewal Contract with Everbridge for Emergency Mass Notification Services (EMNS)

Suggested Action:
Authorize the City Manager to enter into a five-year renewal contract with Everbridge for Emergency Mass Notification Services (EMNS).

Attachments:
Renewal Staff Report.docx

Exhibit A: 2019 Everbridge Renewal Quote

Exhibit B: Interlocal Emergency Mass Notifications Services Agreement

Exhibit C: 2019 Everbridge Service Agreement Amendment

City Council
Staff Report

Subject:	**Emergency Management Mass Notification System (EMNS) Contract Renewal**
Author:	**Mike McComb, Emergency Program Manager**
Department:	**Executive**
Date:	**December 14, 2018**
Type of Item:	**Administrative**

Summary Recommendation
Staff recommends the City Council authorize the City Manager to enter into a five-year renewal contract with Everbridge for Emergency Mass Notification Services (EMNS).

Executive Summary
- Since 2016, the City has contracted with Everbridge for Software as a Service (SaaS) in order to effect emergency mass notifications of the public. Contract renewal/extension takes place in February 2019.
- In early 2018, Summit County formally joined the City's contract via Interlocal Agreement in order to achieve better functionality and as a cost-savings measure.
- Adding Summit County to the existing City contract with Everbridge accomplished a number of objectives: cost savings for both entities, consolidation of mass notification services, fewer systems required to be operated by Summit County Dispatch, and creation of additional opportunities for regional engagement (Wasatch County also contracts with Everbridge, as do many counties and cities in the Salt Lake valley).
- Under the agreement, each entity pays for a pro-rated portion of annual services. The cost for an additional module, named Community Engagement, will be split equally. Summit County assumed costs for initial set-up and other one-time initial fees. In subsequent years, under the agreement as approved, Summit County will pay 80.69% of annual fees, and Park City will pay 19.31% based on 2016 household data.

Acronyms
EMNS	Emergency Mass Notification System
SaaS	Software as a Service

The Problem
In early 2018, Park City partnered with Summit County in order to consolidate service and cost efficiencies, while avoiding duplication of effort. Our existing contract for Emergency Mass Notification Services expires on February 19, 2019.

Background
Recognizing a need for an updated emergency mass notification system utilizing current technologies and capabilities, Park City signed a one-year SaaS contract with Everbridge in 2016, and has utilized Everbridge since then on annual contract extensions for mass notifications associated with events and incidents within City limits.

In spring of 2017, Summit County Emergency Management and Summit County Sheriff's Office began to explore alternatives to the county's existing emergency mass notification system, which they found unwieldy and expensive for the level of service provided. In further discussions with Park City Emergency Management, the idea was broached of adding Summit County onto Park City's existing contract, given the City's very positive experience to date with Everbridge's suite of services. A number of efficiencies were identified in this option, to include cost savings for both parties, consolidation of emergency mass notification systems used by the recently-merged Dispatch Center, and interoperability potential with neighboring jurisdictions (Wasatch and Utah Counties, among others).

Further discussions highlighted the fact that while Summit County hosts a number of special events throughout the year, the number of Park City special events greatly exceeds the County's - for that reason, an agreement was reached to equally split the cost of the Everbridge 'Community Engagement' module (also known as Nixle), based on forecast usage of the Nixle module throughout a typical year.

Analysis

Tax data shows 14,994 households, including businesses, within the area of Summit County. An analysis of households within Summit County, including businesses, less Park City households equals 12,098 or 80.69% of the total. Park City's number of total households, including businesses, equals 2,896 or 19.31% of that total. The Interlocal Agreement with Summit County uses these figures to determine division of costs to be absorbed by each party:

2019-2024 Annual Contract Price - $25,150	
Park City	**Summit County**
$4084.06 ($21,150 * 19.31%)	$17,065.94 ($21,150 * 80.69%)
$2,000 (50% of previous Community Engagement Fee)	$2,000 (50% of previous Community Engagement Fee)
Total $6084.06	**Total $19,065.94**

This agreement continues to result in an annual net savings of more than $3,300 per year for Park City, based on annual contract costs of $9,400. If this five-year contract is approved, we would lock in these costs for five years until 2024.

Alternatives for City Council to Consider

1. **Recommended Alternative:**
   A. Authorize the City Manager to enter into a five-year contract with Everbridge for Emergency Mass Notification Services.
   Pros:
   a. Maintains consistent services to the local community within the County.
   b. Results in recurring and consistent cost savings for both Park City and Summit County on an annual basis.
   c. Allows for continued redundancies in authorized operators within the City and County, while maintaining City independence in terms of operation of the system.

d. Allows for greater operator familiarity and expertise with existing systems.

Cons: None identified.

Consequences of Selecting This Alternative: The City will continue to recognize cost savings of approximately $3,300 per year in contract costs, will maintain collaboration with the County and other regional partners, and will avoid cost increases in the contract for five years.

2. Other Alternatives:

A. Choose a shorter contract period.

Pros: Allows more flexibility in a time of rapidly emerging technologies.

Cons:

a. Park City continues to contract Everbridge at current contract prices, which are already budgeted, but may incur future cost increases sooner.

b. Summit County would also incur additional cost increases should contract prices increase.

B. Null Alternative. Take no action.

Pros: None identified.

Cons: Allowing contract to lapse would result in loss of existing Emergency Mass Notification System capabilities for both Park City and Summit County, potentially putting residents of both jurisdictions at risk until a replacement system could be identified and implemented.

C. Continue the Item for additional information from staff

Pros: Council may direct staff to return with additional information or modify the proposed contract.

Cons: May result in delay of contract renewal, degradation or loss of levels of service.

Department Review

Emergency Management, Legal, and Executive

Funding Source

Funding for the Park City EMNS is provided through the Emergency Program Management operating fund, as approved by the City Council.

Attachments

A Signed Interlocal Agreement

B Park City Municipal Corporation 2019 Everbridge Renewal Quote

C Park City Municipal Corporation 2019 Everbridge Service Agreement Amendment

Quotation

Prepared for:
Mike McComb
Park City Municipal Corporation
PO Box 1480
Park City UT 84060
United States
Ph: (435) 615-5567
Fax: (435) 615-4971
Email: mike.mccomb@parkcity.org

Quote #: Q-19810
Date: 9/24/2018
Expires On: 2/17/2019
Confidential

Salesperson: Lindsay Rogers
Phone: 818-230-9585
Email: lindsay.rogers@everbridge.com

Contract Summary Information:	
Contract Period:	60 Months
Contract Start Date:	2/18/2019
Contract End Date:	2/17/2024

Contact Summary:

Household Count:	14,994
Employee Count:	

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Base	USD 16,150.00
1	Everbridge Community Engagement	USD 4,000.00
40	Additional CE/VE Keywords	USD 0.00
2	Everbridge Additional Organization	USD 0.00
41,106	ProServe: Contact Data for State and Local Government	USD 5,000.00
	Year 1 TOTAL:	USD 25,150.00

Pricing Summary:

Year One Fees:	USD 25,150.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 25,150.00**

Ongoing Fees:

Year Two Fees:	USD 25,150.00
Year Three Fees:	USD 25,150.00
Year Four Fees:	USD 25,150.00
Year Five Fees:	USD 25,150.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Authorized by Everbridge:

Signature: ______________________ **Date:**

Name (Print): ______________________ **Title:** ______________________

To accept this quote, sign, date and return:

Signature: ______________________ **Date:**

Name (Print): ______________________ **Title:** ______________________

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

AGREEMENT BETWEEN
SUMMIT COUNTY
AND
PARK CITY MUNICIPAL CORPORATION
FOR EMERGENCY MASS NOTIFICATION SERVICES (EMNS)

THIS AGREEMENT made and entered into this 5TH day of JANUARY ~~December~~, 2018 ~~2017~~, by and between SUMMIT COUNTY, 601 Main St., P. O. Box 128, Coalville, Utah 84017, a political subdivision of the State of Utah hereinafter referred to as the "County", and PARK CITY MUNICIPAL CORPORATION, 445 Marsac Ave., P. O. Box 1480, Park City, Utah, 84060, a municipal corporation of the State of Utah hereinafter referred to as "Park City", and may be referred to a "party" or "the parties".

WHEREAS, mass notification services provide an important means to notify the citizens residing in the boundaries of Summit County of disasters, emergencies, large events and other important matters, thereby promoting the health, safety and welfare of the citizens residing in Summit County; and

WHEREAS, the parties will benefit by reduced fees for mass notification services to the citizens of their respective jurisdictions by entering into this Agreement while maintaining autonomy of notifications in their respective jurisdictions; and

WHEREAS, the parties desire to benefit from the mass notification services provided in accordance with the Agreement and the cost savings associated therewith; and

WHEREAS, Park City has entered into an EMNS agreement more particularly described below for citywide mass notification services to promote the health safety and welfare of citizens residing in Park City; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement to provide for the funding and use of the mass notification system; and

WHEREAS, the parties agree that a single mass notification system provides for less confusion and better services for both Summit County and Park City; and

WHEREAS, the County agrees that joining the existing Park City EMNS agreement is expedient and provides a more dynamic set of mass notification services; and

WHEREAS, the parties desire to set forth the terms of their agreement and the parties respective rights and obligations in this Agreement;

NOW, THEREFORE, that Summit County and Park City Municipal Corporation enter into this agreement in consideration of the mutual promises, terms, and conditions set forth herein, it is agreed as follows:

1. AGREEMENT WITH EVERBRIDGE. Park City has entered into a Quote, Service Agreement and IPAWS Addendum to Service Agreement with Everbridge, Inc., dated February 17, 2017 (the "Mass Notification Agreement"), in the form attached hereto as Exhibit A, allowing Park City to utilize the mass notification services provided by Everbridge. Upon entering into this Agreement and payment of fees to Park City as provided herein, the County may participate in the Everbridge mass notification services as provided in the Mass Notification Agreement.

2. FUNDING AND APPORTIONMENT OF MASS NOTIFICATION EXPENSE.

a. Park City's next renewal option date for Everbridge mass notification services is February 18, 2018. To facilitate the County's joining the EMNS agreement as soon as possible, Park City agrees to amend the initial contract to include the addition of the Summit County households outside the Park City Municipal limits from the period of December 18, 2017 to

February 18, 2017.

b. A quote from Everbridge which outlines the two month period to add the additional Summit County Households, two additional organizations (which is the term Everbridge uses to refer to notification groupings), and implementation fees is shown in Exhibit B. The total of $2,685.90 will be due to Park City from Summit County in one payment within 15 days of the execution of this Agreement from Summit County to Park City.

c. Starting in February 18, 2018, the parties agree that the total cost of the EMNS system will be split on a pro rata basis based on population converted by Everbridge to households, including businesses, as described below with the exception of the Community Engagement component which will be split fifty percent each (50% Park City/50% Summit County).

d. Beginning with the February 18, 2018 renewal of the "Mass Notification Agreement" all of Summit County households including Park City's will be included in a single invoice for the existing Park City Mass Notification Agreement which is outlined in Exhibit C. Each party's share will be invoiced based on the following Everbridge formula;

Summit County total households, including businesses, less Park City households equals 12,098 or 80.69%.

Park City total households, including businesses, equals 2,896 or 19.31%.

1. Summit County - total annual contract price of $25,150 (including "professional services") less Community Engagement Fee of $4,000 equals $21,150 times 80.69% equals $17,065.94 plus $2,000 (50% of Community Engagement Fee)for a total of $19,065.94

2. Park City - total annual contract price of $25,150 (including "professional services")less Community Engagement Fee of $4,000 equals $21,150 times 19.31% equals $4084.06 plus $2,000 (50% of Community Engagement Fee)for a total of $6,084.06.

e. In the subsequent years of the Mass Notification Agreement, the County's pro rata share of the contract price of the Mass Notification Agreement will be based on the number of households in their jurisdiction less the households in Park City's jurisdiction times the Mass Notification Agreement contract price per household (not including Community Engagement) plus 50% of the Community Engagement Fee. The number of households in a respective jurisdiction is determined by Everbridge as follows: Population divided by 2.6, equals total households, including businesses. The population used in the formula will be determined by the most recent United States Census figures.

f. The County shall promptly pay Park City in advance for the next succeeding year for their respective share of the Mass Notification Agreement contract price. The percentage of the expenses due from each party will be recalculated in the event updated US Census figures are released during the term of this Agreement and will be effective for the next payment period.

Any additional fees not mutually agreed upon by the parties incurred by Park City or the County, including but not limited additional organizations, keywords and training not listed in the quote, and new implementation fees will be paid by the party incurring the fee or service.

3. Payment. Park City shall send an invoice to the County for the amount of their respective share of the Mass Notification Agreement contract price. Park City shall include the detail calculating each party's contract price share. The County's contract price share will be allocated by the formula as provided in the preceding Section 2.e. The County shall pay the Park City not less than thirty (30) days prior to commencement of the next contract year or within 30 days of receipt of an invoice from the Park City, whichever is later.

4. COORDINATION. The parties shall meet at least annually to coordinate use of the mass notification services and to discuss issues regarding the services. Each Party's Emergency Manager or their designee shall jointly facilitate this meeting and include additional users as required.

5. MASS NOTIFICATION AGREEMENT COMPLIANCE. All parties to this Agreement shall comply with all terms and conditions of the Mass Notification Agreement, the County agrees to be bound by the terms and conditions of the Mass Notification Agreement only, and does not make the County a party to the Mass Notification Agreement.

In the event any party to this Agreement breaches any term or condition of the Mass Notification Agreement, and fails to timely cure any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non-breaching parties to this Agreement for all claims, injuries or damages resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7- 101, *et. seq.*)

6. INSURANCE. Both parties of this Agreement shall maintain an insurance policy that covers activities that it may undertake under this Agreement. The scope of the policy must include, at a minimum, coverage of employee faulty workmanship and other negligent acts, errors, or omissions, and coverage for meeting the indemnity conditions. Both parties must carry insurance to protect against risks associated with participation of the Agreement.

7. HOLD HARMLESS AND INDEMNITY. Each party agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or

negligent acts or omissions of the responsible party. Notwithstanding the foregoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63-30, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

8. IMMUNITY OF GOVERNMENTAL ENTITIES FROM SUIT. Notwithstanding the waiver of immunity provisions of Utah State Code Section 63-30d-301, a governmental entity, its officers, and its employees are immune from suit for any injury or damage resulting from the implementation of or the failure to implement measures to respond to a national, state, or local Emergency, a public health Emergency as defined in Utah State Code Section 26-23b-102, or a declaration of the President of the United States of other federal official requesting public health related activities.

NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE. Nothing herein shall be deemed a waiver by any party of any immunity provided by law to such party or an extension of any limits of liability applicable to such party nor shall this agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of the other party. Each party agrees to make provision for insurance coverage, through independent contact or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

9. NOTICE. A party of this Agreement who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party of this Agreement, shall provide prompt and timely notice to the other party that may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

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.

10. WITHDRAWAL. Any party of this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw to the City or County Manager at least forty-five (45) days prior to the renewal date of the Mass Notification Agreement (February 18).

11. <u>TERM OF AGREEMENT</u>. This Agreement shall be in effect as long as the Mass Notification Agreement is in effect. The roles and responsibilities of both parties shall be as set forth herein and this agreement is limited in its scope and effect as identified.

12. <u>MODIFICATION</u>. 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.

13. <u>NONDISCRIMINATION</u>.

a. In the performance of this Agreement, the parties 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. The parties shall ensure that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. The parties 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.

14. SEPARABILITY. If any portion of this Agreement or its application to specific circumstances is held invalid by a court, the remainder of the Agreement and its application to other circumstances shall be unaffected.

15. NO SEPARATE ENTITY. This agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this agreement. Neither party may assign their interest in this Agreement.

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

SUMMIT COUNTY
P O Box 128
Coalville, UT 84017

BY: Tom Fisher 1/5/18
THOMAS C. FISHER, COUNTY MANAGER

Attest:

1/5/18
EXECUTIVE ASSISTANT

Approved as to Form:

PARK CITY MUNICIPAL CORPORATION

P. O. Box 1480
Park City, UT 84060

~~Jack Thomas~~, ~~Mayor~~
MATTHEW DIAS, ACM

Attest:

PARK CITY SUMMIT COUNTY UTAH
CORPORATE Seal
MARCH 1, 1884

Michelle Kellogg, City Recorder

Approved as to Form:

City Attorney's Office

EXHIBIT A

Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and Park City Municipal Corporation (**"City"**), effective on the date of City's signature below (**"Effective Date"**). Everbridge and City are each sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

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

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

WHEREAS, Everbridge 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. SERVICES.

1.1 Orders. Everbridge shall provide City access to its proprietary interactive communication solutions(s) (the **"Solution(s)"**) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the **"Quote"**). If applicable, Everbridge shall provide the training and professional services (**"Professional Services"**) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the **"Services"**. Everbridge shall provide City with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts, (as defined below), households or Users, as applicable depending on the Solutions ordered.

1.2 Affiliates. An Affiliate (as defined below) may purchase Services to the same extent as City, provided, that the Affiliate purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliate. Solely as to the Agreement between Everbridge and such Affiliate, all terms and references to "City" shall refer to such Affiliate upon execution of an applicable Quote. By executing a Quote each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control"**, for purposes of this definition of Affiliates, means (i) the ownership of greater than fifty percent (50%) of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliate even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS.

2.1 Payments for services provided hereunder shall be made annually in advance of such services.

2.2 No payment shall be made for any service rendered by Everbridge except for services identified and set forth in this Agreement or applicable Quote.

2.3 If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate.

2.4 Everbridge shall submit to the City Manager or her designee on forms approved by the City Manager, a Quote for services rendered during the pay period. The City shall make payment to Everbridge within thirty (30) days thereafter. Interest shall accrue at a rate of one and one half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower, for services remaining unpaid for thirty (30) days or more.

2.5 Such interest shall be in addition to any other rights and remedies of Everbridge. Everbridge reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds thirty (30) days. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate

3. RESPONSIBILITIES.

3.1 Users. If City has purchased Mass Notification or Incident Communications, City shall in its discretion authorize certain of its employees and contractors, and the employees and contractors of Affiliates, to access that Service as Users. If City has purchased any other Solution, City shall authorize the number of Users set forth on the Quote as applicable to that Service. Collectively, City's employees and contractors who access any Solution as provided in this subsection are referred to as **"User(s)"**. A **"Contact"** is any individual person that City contacts through the Solutions and/or provides their personal contact information to Everbridge, including through an opt-in portal, as applicable. City shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If City fails to complete such onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, any additional onboarding services will be subject to additional charges. There is no requirement to purchase additional services.

3.2 City Data. **"City Data"** is all electronic data City transmits to Everbridge to or through the Solutions. City shall retain all ownership rights in City Data. City shall have sole responsibility for the accuracy, quality, integrity, and legality of all City Data. By ordering the Solutions, City represents that it has the right to authorize and hereby does authorize Everbridge and its Solution Providers to collect, store and process City Data including Contact data subject to the terms of this Agreement. **"Solution Providers"** shall mean communications carriers, data centers, colocation and hosting services providers, short messaging services (**"SMS"**) providers and content and data management providers that Everbridge uses in providing the Solutions. City shall maintain a copy of all City Contact data it provides to Everbridge. City acknowledges that the Solutions are a passive

38

conduit for the transmission of City Data and any data submitted by Contacts, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any City Data or data submitted by Contacts, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by City or Contacts.

3.3 **Limitations on Use.** City is responsible for all activity occurring under City's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with City's use of the Services, including its provision of City Data to Everbridge. Where applicable, City shall obtain the required consent of Contacts to send communications through the Solutions. City shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. City shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 **Security of Services.** Everbridge's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of City Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com. "**Privacy Laws**" means all United States federal and state laws and regulations regarding consumer and data protection and privacy.

4. **TERM.** This Agreement shall begin on the Effective Date and shall be for a term of 1 year. The City may extend the term of this Agreement for an additional year (1 year) by written notice to Everbridge, provided the City gives Everbridge written notice of its intent to extend the term at least 30 days before the expiration of this Agreement. The total duration of this Agreement, including the exercise of an option under this paragraph, shall not exceed 2 years. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("**Initial Service Term**"). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term ("**Renewal Term**"), unless otherwise agreed to by the parties

5. **TERMINATION; SUSPENSION.**

5.1 **Termination by Either Party.** .Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "**Notice Period**"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 **Termination by Everbridge.** If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Services pursuant to the notice provisions above in Section 5.1. Termination for non-payment shall not relieve City of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends access to the Solution(s), City's account shall not be reactivated until City is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to the lesser of 10% of their annual Solution subscription or $1,000.

5.3 **Suspension.** Everbridge may suspend the Solution or any portion, for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by City of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify City through its City Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. In the event of suspension under (ii), Everbridge shall use best efforts to notify City within two (2) hours of such suspension.

6. **PROPRIETARY RIGHTS.**

6.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to City, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 **Restrictions.** City shall use the Solution solely for its internal business purposes and shall not make the Solution available to, or use the Solution for the benefit of, any third party except as expressly set forth in this Agreement. City shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; (vi) defeat or attempt to defeat any security mechanism of any Solution, or (vii) access the Solution for purposes of monitoring Solution availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that this subpart (viii) shall not preclude City's ability to issue test messages as specified in Exhibit A. City shall not and shall not attempt to access the Everbridge systems programmatically except as set forth on the System Inclusion sheet for Everbridge Open APIs.

6.3 **Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how pertaining to any of the foregoing) (collectively, "**IP Rights**"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback and other information (except for the City Data) provided to Everbridge by Users, City and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions. Except for the rights expressly granted to City in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Everbridge and its respective licensors, and City hereby assigns any such rights to Everbridge. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to City hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to City, provided that, in each case, no City Data or City Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all City Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall retain Confidential Information in accordance with its standard records and data retention policies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the relevant Solution system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CITY ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CITY FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding (**"Claim"**) arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. **Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The foregoing remedies are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Cityto Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. City acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or Internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Solution.

11.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties. 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.

11.3 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, 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. Notwithstanding the foregoing, no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party. 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. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

11.4 Governing Law; Attorney's Fees. 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. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. 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. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.5 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to City's billing contact on the City Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.6 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.7 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.8 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.9 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.

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

11.11 Independent Contractor Relationship. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of one Party shall be deemed to be an employee, agent, or representative of the other Party for any purpose, and the employees of one Party are not entitled to any of the benefits the other Party provides for its employees. The Parties 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. 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.

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

11.13 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 two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) 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 written on claims made basis with annual limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

D. Workers Compensation insurance limits written as follows: Bodily Injury by Accident $500,000 each accident Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as 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. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. 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.

11.14 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC.
500 N. Brand Blvd., Suite 1000
Glendale, California 91203

For legal notice:
Attention: Legal Department

everbridge
LEGAL APPROVED
By Sana Shah at 2:33 p.m. Feb 17, 2016

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

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

Diane Foster, City Manager

Attest:
Michelle Kellogg
City Recorder's Office

Approved as to form:

City Attorney's Office

6

EVERBRIDGE, INC.
500 N. Brand. Blvd., Suite 1000
Glendale, CA 91203

Tax ID#: 26-2919312

Signature

JAIME W. ELLERTSON
Printed name

CEO
Title

COMMONWEALTH OF MASSACHUSETTS)
) ss.
MIDDLESEX COUNTY)

On this 17TH day of FEBRUARY, 2016 personally appeared before me JAIME ELLERTSON, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the CEO (*title or office*) of EVERBRIDGE, INC. Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as CEO (*title*) for Everbridge, Inc., a Delaware corporation.

Notary Public

KENNETH S. GOLDMAN
Notary Public, Commonwealth of Massachusetts
My Commission Expires on January 2, 2020

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

Nixle® Branded Products and Community Engagement:

1. City grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications City sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display City's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on City's website in order to drive Contact opt-in registrations. City further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

Everbridge Branded Products:

"Data Feed" means data content licensed or provided by third parties to Everbridge and supplied to City in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

"Incident Administrator" means an individual who is authorized by City as an organizational administrator for the Incident Management or IT Alerting Solution.

"Incident Operator" means an individual who is authorized by City as an operator of the Incident Management or IT Alerting Solution.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that City has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.

2. **Incident Management/IT Alerting.** For Citys purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Citys may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) City shall be provided the number of incident templates purchased pursuant to the Quote.

3. **Secure Messaging.** For Customers purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Customer acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If City is using the solution to send non-emergency calls, text messages or emails to consumers, City expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). City shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. City shall defend, indemnify and hold Everbridge harmless from any violation by City of Consumer Protection Law. City further agrees, that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association. More information can be found at http://mmaglobal.com/policies.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1 IPAWS Authorization: City represents and warrants to Everbridge that any employee, agents, or representatives of City who access IPAWS-OPEN using City's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and City has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. City shall contact Everbridge immediately upon any change in City or any IPAWS User's right to access IPAWS-OPEN. City shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). City acknowledges and agrees that Everbridge shall not have access to its credentials and that City assumes full responsibility for maintaining the confidentiality of any credentials issued to it. City shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. Credentials: City shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. City authorizes and requests Everbridge to use the foregoing stored information to connect City to IPAWS-OPEN.

3. Messaging: City acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to City; and (iv) City shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. Term: City acknowledges and agrees that access to IPAWS-OPEN shall be available once City has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if City breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

everbridge®

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:
Hugh Daniels
Park City Municipal Corporation
PO Box 1480
Park City UT 84060
United States
Ph: 4356155185
Fax:
Email: hdaniels@parkcity.org

Quote #: Q-08962
Date: 10/20/2017
Expires On: 2/17/2018
Confidential

Salesperson: Jamie DiCesare
Phone:
Email: jamie.dicesare@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	2/18/2018
Contract End Date:	2/17/2019
Contract Option Years (in months)	24 Months

Contact Summary:

Household Count:	14,994
Employee Count:	

Qty	Description	Price
1	Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	USD 16,150.00
1	Everbridge IPAWS Notification	USD 0.00
1	Everbridge Community Engagement	USD 4,000.00
4	Ten Additional Keywords	USD 0.00
1	Everbridge Mobile Application	USD 0.00
2	Everbridge Additional Organization	USD 0.00
20	Consulting Services - Per hour fee (Remotely delivered)	USD 5,000.00

Pricing Summary:

Year One Fees:	USD 20,150.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 5,000.00
Total Year One Fees Due:	**USD 25,150.00**

Option Years:

Contract Option Years (in months)	24 Months
Ongoing Annual Fees :	USD 20,150.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Supplemental Notes:
This quote assists the Park City Municipal Corporation in exercising their second option year of the four written into the original contract signed in 2016.
Household Count on this Quote includes Park City and Summit County.

Authorized by Everbridge:

Signature: [signature] **Date:** 2.13.2018

Name (Print): PHILLIP E. HUFF **Title:** VP-CONTROLLER

To accept this quote, sign, date and return:

Signature: [signature] **Date:** 2/15/18

Name (Print): Diane Foster **Title:** City Manager

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

Quotation

Prepared for:
Hugh Daniels
Park City Municipal Corporation
PO Box 1480
Park City UT 84060
United States
Ph: 4356155185
Fax:
Email: hdaniels@parkcity.org

Quote #: Q-11932
Date: 2/2/2018
Expires On: 2/28/2018
Confidential

Salesperson: Lindsay Rogers
Phone: 818-230-9585
Email: lindsay.rogers@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months

Qty	Description	Price
10	Additional Implementation Hours	USD 875.00

Pricing Summary:

Year One Fees:	USD 0.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 875.00
Total Year One Fees Due:	**USD 875.00**

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Supplemental Notes:
The hours on this quote are for the Summit County expansion of the Park City Everbridge account and are valid for 60 days from the date of signature.

Authorized by Everbridge:

Signature:		**Date:**	2.13.2018
Name (Print):	Phillip E. Huff	**Title:**	VP - Controller

To accept this quote, sign, date and return:

Signature:		**Date:**	2/15/18
Name (Print):	Diane Foster	**Title:**	City Manager

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

Amendment to
Services Agreement

This Amendment ("**Amendment**") to the Everbridge, Inc. Core Platform Service Agreement by and between Everbridge, Inc., a Delaware corporation ("**Everbridge**"), and Park City Municipal Corporation ("**Client**") is effective as of the date of the Client's signature below. All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement (as defined below).

WHEREAS, Everbridge and Client previously entered into a service agreement for the provision of mass notification services (such agreement including any previous amendments, referred to as the "**Agreement**");

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. <u>Term</u>: The Term provision of the Agreement shall be deleted and replaced in its entirety as follows:

   TERM. The term of this Agreement shall begin on the Effective Date and shall expire upon Feburary 17, 2019. Unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, Client may elect to renew the Agreement for a subsequent period of twelve (12) months.

2. <u>Remaining Terms</u>. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

EVERBRIDGE, INC.	**CLIENT: PARK CITY MUNICIPAL CORPORATION**
By ________	By ________
Title VP - CONTROLLER	Title City Mgr
Date 2.13.2018	Date February 15, 2018

everbridge
LEGAL APPROVED
By Daniel Hekler at 4:39 pm, Jan 26, 2018

Amendment 2 to
Core Platform Services Agreement

This Amendment 2 (“**Amendment**”) to the Core Platform Service Agreement by and between Everbridge, Inc., a Delaware corporation (“**Everbridge**”), and Park City Municipal Corporation(“**Client**”) is effective as of the date of the Client’s signature below. All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement (as defined below).

WHEREAS, Everbridge and Client previously entered into a service agreement for the provision of mass notification services (such agreement including any previous amendments, referred to as the “**Agreement**”);

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. <u>Term</u>: The Term provision of the Agreement shall be deleted and replaced in its entirety as follows:

   TERM. The term of this Agreement shall begin on the Effective Date and shall expire upon February 17, 2024. Unless this Agreement is terminated as provided herein, upon expiration of any Quote, Client may elect to renew for a subsequent period of twelve (12) months.

2. <u>Remaining Terms</u>. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

EVERBRIDGE, INC.	**CLIENT: Park City Municipal Corporation**
By _______________________	**By** ___________________________
Title ______________________	**Title** _________________________
Date _____________________	**Date** _________________________

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Todd Andersen
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section:

Subject:
Request to Approve a Contract Addendum for Software Maintenance with Neubrain, in an Amount not to Exceed $191,731, in a Form Approved by the City Attorney

Suggested Action:
Staff recommends that Council approve a contract addendum for software maintenance with Neubrain, which will integrate the BOARD Budgeting, Strategic Planning, and Performance Management Application with the ADP Human Capital Management (HCM) Application, the latter of which has recently been adopted by Park City Municipal Corporation for payroll and HR services.

Attachments:
BOARD Software Staff Report

Exhibit A: Addendum G - Board Connect to ADP

City Council
Consent Agenda Item

Subject:	**Addendum to Professional Services Contract for BOARD Software with Neubrain**
Author:	**Todd Andersen, Budget & Performance Analyst**
Department:	**Budget, Debt & Grants**
Date:	**January 8, 2019**
Type of Item:	**Consent**

Recommendation:
Staff recommends that Council approve a contract addendum for software maintenance with Neubrain, which will integrate the BOARD Budgeting, Strategic Planning, and Performance Management Application with the ADP Human Capital Management (HCM) Application, the latter of which has recently been adopted by Park City Municipal Corporation for payroll and HR services. The total cost of the contract is not to exceed $191,731, in a form approved by the City Attorney.

The original contract was approved on August 21, 2017, which is a Professional Services Agreement with Neubrain for BOARD software maintenance until December 31, 2021.The total cost of the original contract (after an increase due to a first addendum) is $103,023. With the addition of the cost of this proposed addendum, the total cost of the contract is not to exceed $191,731, in a form approved by the City Attorney.

Executive Summary:
The BOARD software is essential to the operations of the budget department, and the software will need to be integrated with the new ADP system. The Budget and IT Departments will use operating funds set aside for the purpose of paying for this integration. This was mentioned to Council during the budget hearings as well as the ADP contract approval.

Background:
The BOARD software is a crucial component of the budgeting process and in implementing the BFO process in Park City. This software allows us to budget by program throughout the City, and to link individual programs and services to Council's Goals and Desired Outcomes. This software has also been tailored to Park City's specific needs and saves hundreds of hours of frustration felt before the software. This addendum to the original software maintenance contract will integrate the BOARD Budgeting Application with the ADP Human Capital Management (HCM) Application, the latter of which has recently been adopted by Park City Municipal Corporation for payroll and HR services. This integration is a necessary part of keeping the BOARD software functioning properly in order to have a smooth budget process.

A description of what the BOARD software integration with ADP entails is as follows:

Board Software Integration with ADP

The scope of the work is to integrate the BOARD budgeting application with the ADP Human Capital Management (HCM) Application, the latter of which has recently been adopted by Park City Municipal Corporation for payroll and HR services.

The following BOARD budgeting application components will need to be integrated with the ADP Human Capital Management (HCM) Application. These include, but are not limited to:

1. **Analyze data export from ADP**
    a. Verify if any mandatory fields are missing
    b. Communicate with the City to fix data export file issues per feedback provided
    c. Communicate about file format and connection/import process

    If some mandatory fields are not available, discuss the required changes with the City to propose optimal solution in BOARD
2. **Read export files into BOARD**
    a. Verify all fields can be imported into BOARD

    Develop a new HR data upload process in BOARD
3. **Make system changes per new data export file**
    a. If all mandatory fields from ADP are available in the exact same format as EDEN, perform necessary updates to the system (turn off old data readers, check/turn off overnight procedures, create new cubes to store import files, update last upload user/date/time text cube, etc.)
    b. If all mandatory fields from ADP are not available in the exact same format as EDEN, analyze impact and make changes in various affected areas (e.g. current personnel reports, MS Word - VBA Report Generator, etc.). In addition, perform steps outlined in 3a.
4. **Perform internal testing of completed integration process**
5. **City performs acceptance testing of updated system**
6. **Fix issues found during acceptance testing**

The Budget and IT Departments will use operating funds set aside for the purpose of paying for this integration. The total cost of the contract is not to exceed $191,731.

Funding Source:
The software maintenance cost will be paid out of the Budget and IT Department’s operating budgets. All other costs have already been paid for.

Department Review:
Budget, Debt, & Grants Department, Information Technology Department, Legal, and City Manage

Attachments:
A – Proposed software maintenance contract addendum with Neubrain

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

THIS SECOND ADDENDUM is made and entered into in duplicate this _____ day of ________________, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Neubrain, LLC, a Virginia limited liability company ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT signed and executed by the Parties on August 21, 2017.

WITNESSETH:

WHEREAS, on July 12, 2012, the City signed a Neubrain BOARD Customer License Agreement (CLA) for the purchase of BOARD Software Licenses and the Annual BOARD Software Subscription, (hereinafter "Customer License Agreement");

WHEREAS, the parties entered into a PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT on August 21, 2017, (hereinafter "Original Agreement");

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

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

1. AMENDMENTS:

a. **SCOPE OF SERVICE**. The Scope of Services shall be amended as follows: The Service Provider shall perform such additional services and accomplish such tasks, as set forth in the "Statement of Work" attached hereto as "Exhibit A". Additionally, the City has designated Todd Andersen, or his/her 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.

b. **FEES.** Total charges to the City are not to exceed One Hundred and Ninety-One Thousand, Seven Hundred and Thirty-One Dollars ($191,731).

c. **INSURANCE.** Insurance information will be amended as follows: General Liability Insurance written on an occurrence basis with limits no less than one million ($1,000,000) combined single limit per occurrence for personal injury, bodily injury and property damage. This insurance information is being updated from the Customer License Agreement, which had General Liability Insurance set at no less than five hundred thousand ($500,000) combined single limit per occurrence for personal injury, bodily injury and property damage.

2. **OTHER TERMS**.
All other terms and conditions of the Original Agreement shall continue to apply.

3. **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

____
Diane Foster, City Manager

Attest:

____
City Recorder’s Office

Approved as to form:

____
City Attorney’s Office

NEUBRAIN, LLC, a Virginia limited liability company

Yana McConaty
2275 Research Blvd., Suite 500
Rockville, MD 20850

Tax ID#: 161675809

____
Printed Name

____
Signature

____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__, before me, the undersigned notary, personally appeared________________________, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as ________________________ *(title)* for Neubrain LLC, a Virginia limited liability company.

____
Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

STATEMENT OF WORK ("SOW") – "INTEGRATION AND COMMUNICATION LINKS BETWEEN BOARD AND ADP DATABASES 2018"

This Statement of Work ("SOW") is made and entered into between Neubrain, LLC, a Virginia limited liability company ("Service Provider"), and PARK CITY MUNICIPAL CORPORATION ("City"), as of 12/20/2018, ("Effective Date").

This SOW is governed by the terms and conditions of the Contract between the parties dated 08/21/2017 ("Original Agreement"), as amended. Unless otherwise defined herein, terms with initial capital letters shall have the meanings set forth in the Contract.

1.0 Estimated Project Scope:

The scope of the work is to integrate the BOARD Budgeting Application with the ADP Human Capital Management (HCM) Application, the latter of which has recently been adopted by Park City Municipal Corporation for payroll and HR services. If any issues remain after the completion of the terms set forth in this SOW, then the remaining issues will remain unresolved, unless the City and Service Provider enter into a Second Addendum pursuant to Section 21 of to the Original Agreement.

The following BOARD budgeting application components will need to be integrated with the ADP Human Capital Management (HCM) Application. These include, but are not limited to:

1. **Analyze data export from ADP**
    a. Verify if any mandatory fields are missing
    b. Communicate with the City to fix data export file issues per feedback provided
    c. Communicate about file format and connection/import process
    If some mandatory fields are not available, discuss the required changes with the City to propose optimal solution in BOARD
2. **Read export files into BOARD**
    a. Verify all fields can be imported into BOARD
    Develop a new HR data upload process in BOARD
3. **Make system changes per new data export file**
    a. If all mandatory fields from ADP are available in the exact same format as EDEN, perform necessary updates to the system (turn off old data readers, check/turn off overnight procedures, create new cubes to store import files, update last upload user/date/time text cube, etc.)

b. If all mandatory fields from ADP are not available in the exact same format as EDEN, analyze impact and make changes in various affected areas (e.g. current personnel reports, MS Word - VBA Report Generator, etc.). In addition, perform steps outlined in 3a.

4. **Perform internal testing of completed integration process**
5. **City performs acceptance testing of updated system**
6. **Fix issues found during acceptance testing**

2.0 Fees: Total charges to the City are not to exceed One Hundred and Ninety-One Thousand, Seven Hundred and Thirty-One Dollars ($191,731). The service costs are estimated to not exceed a maximum of fifty (50) work days between a Sr. Software Engineer, and an Information Architect. The services will be billed on an hourly basis using Service Provider's current Labor Categories Pricing List.

Labor Categories	Rate $/Hour
Sr. Software Engineer/Sr. Consultant	213.48
Information Architect /Project Manager	230.06
Blended Rate (50% Sr. Software Engineer/50% Information Architect)	221.77

The project will be performed remotely. Any Travel and Living expenses incurred by Neubrain consultants shall be billed separately and are not included in the rates for the services.

3.0 Timing:

Service Provider shall begin work in January 2019, and complete work by February 2019.

4.0 Invoicing and Payment:

Service Provider shall invoice the City on a monthly basis for services and expenses, if any are incurred, related to this First Addendum. Payment shall be due thirty (30) days from date of invoice.

5.0 Assumptions:

This SOW and the fees described in Section 2.0 herein were prepared based on the following assumptions, and those detailed elsewhere in this SOW (collectively "Assumptions").

- The City will be responsible for providing the recommended and agreed upon technology environment to properly operate BOARD software and applications.
- Service Provider shall not be responsible for the installation or troubleshooting of City's network but will assist in troubleshooting until it can be determined that the Board software is part of the root cause of an issue. Non-application specific technical expertise and support (e.g. LAN/WAN planning, desktop configuration and support, etc.) is not considered part of this SOW.
- When working remotely, Service Provider consultants will require a VPN access to City's BOARD servers.
- The City shall be responsible for the contractual relationship with relevant third parties and for ensuring that they cooperate with Service Provider.
- Adequate City internal personnel will be dedicated to the project.
- City will review all interim deliverables and provide Service Provider with feedback and report of errors or issues within two (2) business days. City will review all final deliverables and provide Service Provider with feedback and report of errors or issues within five (5) business days.
- Changes within the scope of Service Provider's services shall be made only in writing executed by authorized representatives of both parties. Service Provider shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Statement of Work to become effective as of the date first above written.

Council Agenda Item Report

Meeting Date: January 8, 2019
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:

Attachments:
Liquor License Staff Report

Exhibit A: Liquor License List

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:	**January 8, 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).

This application is considered "late" as it was submitted after the December 14, 2018 deadline taking up 1 of the 12 possible "late liquor licenses. Staff recommends approval of the applicant in Exhibit A as they worked to find a compliant location to operate and are submitting applications for the appropriate permits and licenses.

Executive Summary
Exhibit A lists all License applicants to date pending approval. This applicant has completed all requirements for application, including insurance requirements and paid the applicable license fee. The location in Exhibit A has been considered vibrant or has 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.

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.

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 following exceptions from the Ordinance:

1. Open building, planning, or construction permit; or
2. Property is actively being offered for sale, lease, or rent

There are no locations on Exhibit A with 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

	Applicant Name	Location Address	Regular Tenant	Storefront Property
	To Be Approved - 12 LATE			
1	Wanderluxxe	221 Main Street	Riverhorse Provisions	
2	Top Shelf Services - NY Magazine	675 Main Street	-	n
3	Rio Management LLC / Coin Film Lounge (week 1)	440 Main Street	-	n
4	Rio Management LLC / Coin Film Lounge (week 2)	440 Main Street	-	n
5	Park City Live	427 Main Street	PC LIVe	y
6				
7				
8				
9				
10				
11				
12				
	Previously Approved			
1	Sundance Institute (week 1)	1895 Sidewinder Drive	PC Marriott	No
2	Sundance Institute (week 2)	1895 Sidewinder Drive	PC Marriott	No
3	Sundance Institute (week 1)	1167 Woodside Ave	The Shop	No
4	Sundance Institute (week 2)	1167 Woodside Ave	The Shop	No
5	Sundance Institute (week 1)	1401 Kearns Blvd	Kimball Art Center	No
6	Sundance Institute (week 2)	1401 Kearns Blvd	Kimball Art Center	No
7	Slamdance, Inc. (week 1)	255 Main Street, Suite C	Eagle Nails	No
8	Slamdance, Inc. (week 2)	255 Main Street, Suite C	Eagle Nails	No
9	Slamdance, Inc. (week 1)	255 Main Street, Great Room	Treasure Mountain Inn	No
10	Precious Entertainment/Music Lodge	710 Main Street, Suite 3-103	N/A	No
11	Egyptian Theatre (1/25-1/27)	328 Main Street	Egyptian Theater	Yes
12	Egyptian Theatre (1/28-1/30)	328 Main Street	Egyptian Theater	Yes
13	Egyptian Theatre (1/31- 2/2)	328 Main Street	Egyptian Theater	Yes
14	Sundance Institute (Women in Sundance Brunch)	4001 Kearns Blvd	Utah Film Studios	No
15	Sundance Institute (Shorts Awards Party)	4001 Kearns Blvd	Utah Film Studios	No
16	Sundance Institute (An Artist at the Table)	4001 Kearns Blvd	Utah Film Studios	No
17	TAO (Top Shelf Services)	1251 Kearns Boulevard	The Yard	No
18	Sundace Premiere Receptions (Do to Your Taste)	1283 Deer Valley Dr	Park City	No
19	Slamdance, Inc. (week 2)	255 Main Street, Great Room	Treasure Mountain Inn	No
20	EcoLuxe Lounge (Durkin Entertainment)	255 Main Street	Tekila Grill	Yes
21	Academy Reception/Impact Brunch/Sundance Reception (DTYT)	260 Main Street	Susan Swartz Studios	Yes
22	Sundance TV (Done to Your Taste)	268 Main Street	-	Yes
23	Movie Media Group - Beyond Cinema (Top Shelf Services)	305 Main Street	Firewood	Yes
24	The Girls Lounge @ Sundance (Top Shelf Services) (Week 1)	314 Main Street	David Beavis Gallery	Yes
25	The Girls Lounge @ Sundance (Top Shelf Services) (Week 2)	314 Main Street	David Beavis Gallery	Yes
26	Stella Lounge (Brilliant Consulting)	364 Main Street	Elegante	Yes
27	Disney Hospitality Pop-up Center (Done To Your Taste)	408 Main Street	J-Go Gallery	No
28	Chef Dance	427 Main Street	Chef Dance	Yes
29	Chef Dance	427 Main Street	Chef Dance	Yes
30	Canada Goose (Top Shelf Services)	449 Main Street	Robert Kelly Gallery	Yes
31	Acura (Top Shelf Services) (Week 1)	480 Swede Alley	Bob Wells Plaza	No
32	Acura (Top Shelf Services) (Week 2)	480 Swede Alley	Bob Wells Plaza	No
33	Meredith Marks (Week 1)	511 Main Street	Meredith Marks Studio	Yes
34	Meredith Marks (Week 2)	511 Main Street	Meredith Marks Studio	Yes
35	Dell (Top Shelf Services)	528 Main Street	PC Museum	Yes
36	NVE Experience (Culinary Crafts)	556 Main Street	Found on Main	Yes
37	Chase Sapphire (Brilliant Consulting) (Week 1)	573 Main Street	Old Town Gallery	Yes
38	Chase Sapphire (Brilliant Consulting) (Week 2)	573 Main Street	Old Town Gallery	Yes
39	Project Green, Inc.	580 Main Street	Galleria Mall	Yes
40	New York Magazine (Top Shelf Services)	591 Main Street	Lunds Fine Art	Yes
41	Canon Creative Studio/The Blended Table	592 Main Street	Habit	Yes
42	Root'd	596 Main Street	Root'd	Yes
43	IndieWire Studio	625 Main Street	Terzian Gallery	Yes
44	MACRO	625 Main Street	Summit Sotheby's	Yes
45	Vice Studios & Ryot Films (Brilliant Consulting)	639 Main Street	-	Yes
46	iMovie (Top Shelf Services)	657 Park Ave	Big Moose Yacht Club	Yes
47	DC Berridge LLC (Tent)	660 Main Street	Zoom	Yes
48	DC Berridge LLC (Building)	660 Main Street	Zoom	Yes
49	NVE (Done To Your Taste)	692 Main Street	SkyStrada	Yes
50	Hollywood Reporter Studio (Top Shelf Services)	692 Main Street	SkyStrada	Yes
51	Music Lodge (Precious Entertainment)	710 Main Street Unit 2101	Marriott Summit Watch	No
52	ASCAP Music Café (Top Shelf Services) (Week 1)	751 Main Street	Rich Haines Galleries	Yes
53	ASCAP Music Café (Top Shelf Services) (Week 2)	751 Main Street	Rich Haines Galleries	Yes
54	Blackhouse	804 Main Street	Trove	No

55	Netflix Lounge (Week 1)	890 Main Street	Engel & Volkers	No
56	Netflix Lounge (Week 2)	890 Main Street	Engel & Volkers	No
57	A-List Communications	890 Main Street	The Mustang	No
58	New Frontier (Top Shelf Services) (Week 1)	950 Iron Horse Drive	Vacant	No
59	New Frontier (Top Shelf Services) (Week 2)	950 Iron Horse Drive	Vacant	No
60	Utah Film Studios (week 1)	4001 Kearns Blvd	Utah Film Studios	No
61	Utah Film Studios (week 2)	4001 Kearns Blvd	Utah Film Studios	No
62	Luxe Marketing, LLC	136 Heber Ave	Dressed Design	No
	*Currently under Vibrancy Ordinance Exception			

Council Agenda Item Report

Meeting Date: January 8, 2019
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:

Attachments:
CSL Applications Staff Report

Exhibit A: CSL List

City Council
Staff Report

Subject:	**Council Approval of Type 2 Convention Sales Licenses**
Author:	**Beth Bynan, Business License Specialist**
Department:	**Finance**
Date:	**January 8, 2019**
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 is 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 (CCBs)
There are no CCB's in Exhibit A.

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

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
14	Americal Civil Liberties Union (ACLU)	625 Main Street	Sotheby's	y
15	HBO	508 Main Street	Tupelo	y
16	TNT	508 Main Street	Tupelo	y
17	TBS	508 Main Street	Tupelo	y
18	Warner Media	508 Main Street	Tupelo	y
19	Turner	508 Main Street	Tupelo	y
20	Salesforce	710 Main Street	-	n
21	Qyksonic Skin Care	710 Main Street	-	n
22	doTERRA Essential Oils	710 Main Street	-	n
23	KANPE	710 Main Street	-	n
24	The Visionary Group	314 Main Street	PC Vaction Rentals	n
25	Salesforce	710 Main Street/Courtyard	-	
26	Preservation Hall Foundation	710 Main Street/Courtyard	-	
27	KANPE	710 Main Street/Courtyard	-	
28	Project Green/Prairie Organic Spirits	580 Main Street	Willie Holdman Gallery	n
	Previously Approved			
1	Precious Entertainment dba Music Lodge	710 Main Street	-	No
2	RAADD (Recording Artists Against Drunk Driving)	710 Main Street	-	No
3	Preservation Hall Foundation	710 Main Street	-	No
4	MACRO	625 Main Street	The Downstairs	No
5	Slamdance	255 Main Street	TMI	No
6	New York Magazine	591 Main Street	Lund Fine Art	Yes
7	Wooldrich	591 Main Street	Lund Fine Art	Yes
8	Roku Inc.	591 Main Street	Lund Fine Art	Yes
9	Carl Zeiss SBE, LLC	625 Main Street	Downstairs	No
10	MACRO	625 Main St	Terzian Gallery	Yes
11	Apple/NVE Inc.	657 Park Ave	Big Moose Yacht Club	Yes

12	The Hollywood Reporter/NVE Inc.	692 Main Street	-	Yes
13	The Leonardo Arts Center @Music Lodge	710 Main Street	-	N

Agenda Item No:5.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Alexis Verson
Submitting Department: Transportation Planning
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Sign a Professional Services Agreement (PSA), in a Form Approved by the City Attorney, with Two (2) On-Call Charter Transportation Service Companies, Driver Provider and Le Bus, for a Total Amount Not to Exceed $160,000, to Provide On-Call Event Transportation Services in and Around Park City

Suggested Action:
Authorize the City Manager to sign a Professional Services Agreement (PSA), in a form approved by the City Attorney, with two (2) selected On-Call Charter Transportation Service companies, Driver Provider and Le Bus, in a capacity not to exceed One Thousand (1,000) Hours at no more than the highest rate indicated in either proposals submitted by the two companies, of One Hundred, Sixty Dollars ($160) per hour, for a total no more than $160,000, to provide on-call event transportation services in and around Park City, Utah.

Attachments:
On-Call Transportation Service Staff Report

City Council Staff Report

Subject: Consideration to Approve Professional Service Agreements with Driver Provider and Le Bus for On-Call Transportation Charter Services in an Amount Not to Exceed One Thousand (1,000) Hours at No More than the Highest Rate Indicated of One Hundred, Sixty Dollars ($160) per Hour for a Total Contract Amount not to Exceed $160,000

Author: Alfred Knotts, Transportation Planning Manager; Julia Collins, Senior Transportation Planner; Alexis Verson, Associate Transportation Planner

Department: Transportation Planning, Transit Operations

Date: December 26, 2018

Type of Item: Administrative

Summary Recommendation

Authorize the City Manager to sign a Professional Services Agreement (PSA), in a form approved by the City Attorney, with two (2) selected On-Call Charter Transportation Service companies, Driver Provider and Le Bus, in a capacity not to exceed One Thousand (1,000) Hours at no more than the highest rate indicated in either proposals submitted by the two companies, of One Hundred, Sixty Dollars ($160) per hour, for a total no more than $160,000, to provide on-call event transportation services in and around Park City, Utah.

Executive Summary

Park City and Summit County regularly host large-scale events and festivals year-round. Additional transit services are required to facilitate movement of attendees on an as-needed basis. Special events may include but are not limited to: the Sundance Film Festival, 2019 FIS Ski and Snowboard World Championships, 4th of July festivities, Labor Day/Miner's Day celebration, Halloween, and Tour of Utah. Route and schedule details will be determined on an event-specific basis and are expected to change depending on participant projections and nature of the event. Two highly-qualified companies, Driver Provider and Le Bus, have been selected provide on-call services during these peak event and recreation seasons. The addition of transit vehicles, drivers, and route frequency and service will help facilitate the movement of people in and around Park City during large-scale events. Adding transit service will offer more people an opportunity to remove single occupancy vehicle trips from Park City roadways, alleviating congestion and remove the strain on parking availability.

The Problem and Opportunity

Park City has selected two qualified firms to provide On-Call Charter Transportation Services for a variety of events hosted in or near Park City. The firms will work closely with the City and Summit County to provide transportation options in Park City to and from remote locations such as Ecker Hill Park and Ride and Richardson Flat Park and Ride, as well as to Salt Lake City International Airport, and to supplement existing Park City Transit fixed routes. The contract will be awarded for the 2019 event season with an option for 2 additional years and will include up to one thousand (1,000) hours of service for the first year for a fixed hourly cost. The firms will work closely with Transit Operations and

Transportation Planning to create additional routes and frequency during heavily-attended events and for the general influx of people during the winter peak season.

The firms selected are highly-qualified to provide event charter transportation services and based on the RFP advertised will:

- Be available to provide transportation services within five (5) days of notification, or within another reasonable timeframe.
- Offer ADA compliant vehicles as needed.
- Provide plan for operational on-site support, to include management and training of drivers, maintenance, and cleaning of equipment.
- Committed and able to provide services by January 24, 2019.

The contracts will be awarded for the 2019 event season with an option for two (2) additional years and will include up to 1,000 hours of service for the first year for a fixed hourly cost as outlined in both proposals from each firm.

Staff will return to Council after the first season of on-call charter services to provide an evaluation of the two firms and will include a long-term recommendation for the subsequent two (2) additional years.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the City Manager to sign the Professional Service Agreement to provide up to One Thousand (1,000) hours of on-call transportation services.

   Pros

   a. The proposed agreement will result in added transit vehicles, drivers, bus service and frequency, resulting in better movement of people during peak event conditions – potentially alleviating congestion and lessen the demand for parking needs.
   b. This project will further the City's transportation related goals.

2. **Alternative 2 - Deny:** Do not authorize the contract.

   Pros

   a. Funding for up to one thousand (1,000) hours of transit service will not be expended.

   Cons

   a. Additional transit service to enhance the movement of people in and around Park City will not be available to the community or visitors during peak season(s) or events.

Department Review

This report was reviewed by Budget, Executive, Legal, Transit Operations, and Transportation Planning.

Funding Source

Funding for this contract will come out of the Transit Fund.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Ordinance 2019-01, an Ordinance Approving the 2019 Regular Meeting Schedule for City Council
(A) Public Input (B) Action

Suggested Action:

Attachments:
Annual Meeting Notice Ordinance

Ordinance 2019-01

Notice of a Regular Meeting Date, Time, and Location for Meetings of the City Council, Redevelopment Agency, Municipal Building Authority, Housing Authority and Water Service District of Park City, Utah, for 2019

The regular meetings of the Park City Council, Redevelopment Agency, Municipal Building Authority, Housing Authority and Water Service District shall be held on Thursdays at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, at 6:00 p.m., except when there is no quorum, no pending business or the regular meeting date falls on a holiday. The 2019 meeting schedule for the above agencies is as follows:

January 8, 15, 29 (Tuesdays)	July 11, 18
February 14, 28	August 1, 15, 29
March 14, 21	September 12, 26
April 4, 18	October 10, 22 (Tuesday)
May 2, 16, 30	November 7, 21
June 6, 20, 27	December 5, 19

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.

EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 8th day of January, 2019.

PARK CITY MUNICIPAL CORPORATION

____

Andy Beerman, MAYOR

ATTEST:

____

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Tippe Morlan
Submitting Department: Planning
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Ordinance No. 2019-02, an Ordinance Approving the Frandsen Plat Amendment Located at 416 Ontario Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
416 Ontario Avenue Staff Report and Ordinance

416 Ontario Avenue Plat Exhibits

PARK CITY
1884
PLANNING DEPARTMENT

City Council Staff Report

Subject:	**Frandsen Plat Amendment**
Author:	**Tippe Morlan, AICP, Planner II**
Date:	**January 8, 2019**
Type of Item:	**Legislative – Plat Amendment**

Project Number:	PL-18-03978
Applicant:	Stephen and Hillary Frandsen
Location:	416 Ontario Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential – Single-family dwellings
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

The proposed Frandsen Plat Amendment seeks to combine an existing lot and a portion of a second lot into one lot of record at 416 Ontario Avenue. There is an existing non-historic single-family dwelling currently on the site, and the property consists of the entirety of Lot 4 and the south half of Lot 5 of Block 58 of the Park City Survey. The proposed plat amendment will create a lot of 2,812 square feet in size.

Recommendation

Staff recommends that the Planning Commission hold a public hearing and consider **approving** the Frandsen Plat Amendment located at 416 Ontario Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

The Planning Commission issued a **positive** recommendation for this project at their meeting on December 12, 2018.

Background

Circa 1904 – The house on this site was constructed in 1904 as indicated by the Summit County Recorder.

October 5, 2016 – The Historic Preservation Board denied a Determination of Significance for the existing house on this property. The Board found that the house located at 416 Ontario Avenue does not meet the criteria to be a Significant Site in Park City. The residential structure was also not listed on the 2009 Historic Sites Inventory.

October 9, 2018 – The City received a complete Plat Amendment application for the Frandsen Plat Amendment.

November 14, 2018 – This item was originally scheduled for the Planning Commission meeting on November 14th which was cancelled due to a lack of a quorum.

December 12, 2018 – The Planning Commission held a public hearing, reviewed this plat amendment, and issued a positive recommendation to the City Council. For reference, the Planning Commission Report can be found on the City's website.

Analysis

The purpose of this plat amendment is to combine two existing lots addressed at 416 Ontario Avenue into one lot of record. There is a one-and-a-half story wood frame modified pyramid house on this property originally constructed in 1904, although significant modifications and alterations have occurred since then. The house was deemed to be a non-contributory structure within the Historic District through a Determination of Significance in 2016.

The applicant has indicated that they would like to either remodel the house and build an addition or construct a new house on this property in the future. The proposed lot may not accommodate a duplex which requires a minimum lot size of 3,750 square feet. At 2,812 square feet in size, this lot can only accommodate a single-family dwelling. A Historic District Design Review will be required for any proposed construction on this lot.

Along the west side of the lot, there are several encroachments into the City Right-of-Way (ROW); a wood deck encroaches up to 8 feet into the ROW, a stairway encroaches up to 10 feet into the ROW, and a railroad retaining wall encroaches up to 12.5 feet into the ROW. Along this portion of Ontario Avenue, the grade is steep and road was built far from the property lines, by 10 to 15 feet in some cases. Many structures, like the existing stairway, were built to access Ontario Avenue as evident in Exhibit F - Site Photographs. Retaining walls were required to stabilize the residential structures as well. Removal of the encroachments or encroachment agreements with the City are required prior to approval of the plat as conditioned by Staff. Additionally, the existing on-street parking in the public Right-of-Way on Ontario Avenue in front of this property is public parking, and any signage the designates it as private must be removed.

HR-1 Requirements

The existing house is a legal non-complying structure on this lot since it was constructed before the existing lot requirements. Any additions must meet current requirements of the HR-1 zone. The proposed lot meets HR-1 requirements as follows:

	Required	**Existing**	**HR-1 Compliance**
Lot Size	1,875 SF	2,812 SF proposed	Yes
Lot Width	25 feet	37.5 feet proposed	Yes
Building Footprint	1,200.5 SF maximum	Approx. 985.2 SF	Yes
Building Height (from Existing Grade)	27 feet	Approx. 25 feet	Yes
Front Yard	10 feet	6.5 feet	No
Rear Yard	10 feet	30 feet	Yes
Side Yard	3 feet each	North: Approx. 6 feet South: Approx. 6 inches	Yes No
Parking	2 spaces	0 spaces	No

Any new construction, including additions, must meet all other HR-1 requirements, including interior building height, a required 10 foot horizontal step, and parking requirements. A Steep Slope Conditional Use Permit will be required for any construction in excess of 200 square feet on slopes greater than 30 percent.

Alternatives

- The City Council may approve the Frandsen Plat Amendment as conditioned or amended; or
- The City Council may deny the Frandsen Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the Frandsen Plat Amendment.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Survey
Exhibit C – Existing Plat
Exhibit D – Applicant's Project Description
Exhibit E – Aerial Photographs
Exhibit F – Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2019-02

AN ORDINANCE APPROVING THE FRANDSEN PLAT AMENDMENT LOCATED AT 416 ONTARIO AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 416 Ontario Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on November 28, 2018, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on November 24, 2018, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on December 12, 2018, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on December 12, 2018, forwarded a positive recommendation to the City Council; and,

WHEREAS, on January 8, 2019, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Frandsen Plat Amendment located at 416 Ontario Avenue.

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

SECTION 1. APPROVAL. The Frandsen Plat Amendment, as shown in Attachment 1, 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 416 Ontario Avenue.
2. The property consists of the entirety of Lot 4 and the south half of Lot 5 of Block 58 of the Park City Survey.
3. The property is within the Historic Residential-1 (HR-1) Zoning District.
4. There is an existing non-historic single-family dwelling currently on the site.
5. The house on site was originally constructed in 1904.

6. On October 5, 2016, the Historic Preservation Board denied a Determination of Significance for the house on this property.
7. On October 9, 2018, the City received a complete Plat Amendment application for the Frandsen Plat Amendment.
8. A Historic District Design Review will be required for any proposed construction on this lot.
9. Along the west side of the lot, a wood deck encroaches up to 8 feet into the ROW.
10. Along the west side of the lot, a stairway encroaches up to 10 feet into the ROW.
11. Along the west side of the lot, a railroad retaining wall encroaches up to 12.5 feet into the ROW.
12. The existing house is a legal non-complying structure on this lot since it was constructed before the existing lot requirements.
13. The proposed lot is 2,812 square feet in size.
14. The proposed lot meets the minimum lot size of 1,875 square feet.
15. The proposed lot is 37.5 feet wide and meets the minimum lot width of 25 feet.
16. The maximum allowed Building Footprint is 1,200.5 square feet.
17. The existing Building Footprint is approximately 985.2 square feet.
18. The maximum Building Height is 27 feet from Existing Grade. The existing structure is approximately 25 feet from Existing Grade.
19. The front Setback is 6.5 feet and does not comply with the 10 feet requirement.
20. The rear Setback is 30 feet and complies with the 10 feet requirement.
21. The north side Setback is 6 feet, and complies with the 3 feet requirement and the south side Setback is approximately 6 inches which does not comply with the 3 feet requirement.
22. A Steep Slope Conditional Use Permit will be required for any construction in excess of 200 square feet on slopes greater than 30 percent.
23. A Historic District Design Review application is required for any new construction proposed at the existing site.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration and an extension is granted by the City Council.

3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. A 10 foot wide public snow storage easement will be required along Ontario Avenue.
5. The site has a wooden deck, stairway, and railroad retaining wall located in the City Right-of-Way (ROW) along Ontario Avenue. The applicant shall either remove the wooden deck, stairway, and railroad retaining wall located on the City ROW along Ontario Avenue or work with the City Engineer to assure that these improvements are authorized in the form of an ROW encroachment agreement.
6. Nothing in this approval of the Plat Amendment grants or dedicates or approves the ROW encroachment area for parking for exclusive use of the applicant. On-site parking must be provided for all new construction.
7. Compliance with off-street parking requirements is required prior to the issuance of any building permit for an addition or new construction.

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

PASSED AND ADOPTED this 8th day of January, 2019.

PARK CITY MUNICIPAL CORPORATION

____
MAYOR

ATTEST:

____
City Recorder

APPROVED AS TO FORM:

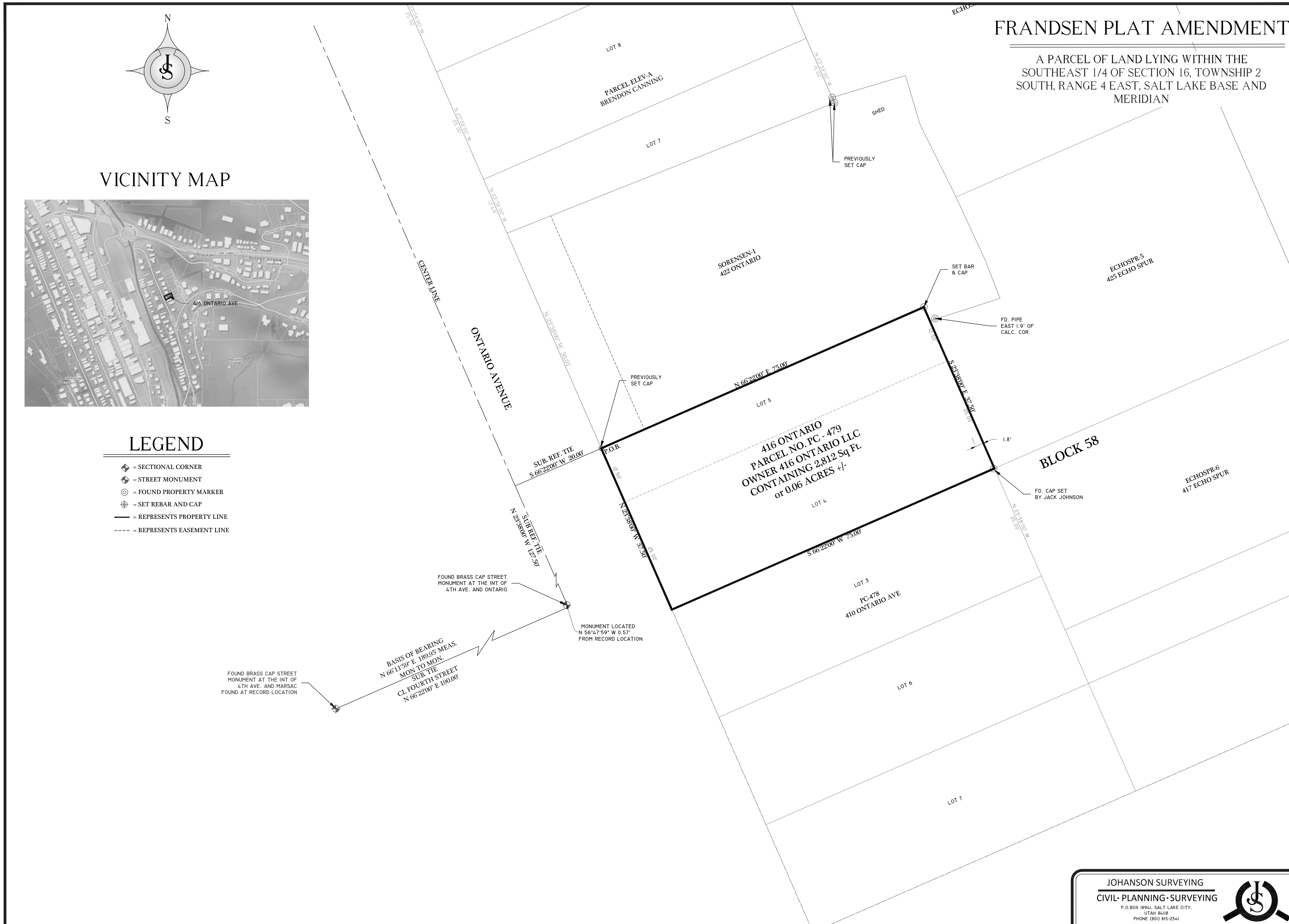
____
City Attorney

Attachment 1 – Proposed Plat

Exhibit A - Attachment 1: Proposed Plat

FRANDSEN PLAT AMENDMENT

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN



JOHANSON SURVEYING

CIVIL · PLANNING · SURVEYING

P.O.BOX 18941, SALT LAKE CITY, UTAH 84118

PHONE (801) 815-2541

SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No.7075114, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, hereafter to be known as _FRANDSEN PLAT AMENDMENT_ and that same has been surveyed and shown on this plat. This survey was performed within the accordance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000'.

The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.

STATE OF UTAH
No. 7075114
R. SHANE JOHANSON
PROFESSIONAL LAND SURVEYOR

LEGAL DESCRIPTION

A parcel of land located within Block 58, Park City Survey more particularly described as follows:

Beginning at a point that is located on the Easterly Right of Way of Ontario Avenue said point lies North 66°22'00" East a distance of 190.00 feet & North 23°38'00" West a distance of 127.50 feet & South 66°22'00" West a distance of 20.00 feet from a brass cap street monument located on Marsac Avenue and 4th Avenue.

Running North 68°22'00" East, a distance of 75.00 feet to the Westerly bounds of Echo Spur Subdivision Entry # 1000356 thence along said subdivision; thence South 23°38'00" West, a distance of 37.50 feet; thence South 23°38'00" West, a distance of 75.00 feet; thence North 66°22'00" West, a distance of 37.50 feet to the point of beginning.

Containing 2,812 square feet or 0.06 acres, more or less. 1 lot subdivision

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner(s) of the above described tract of land to be hereafter known as

FRANDSEN PLAT AMENDMENT

do hereby certify that we have caused this plat to be prepared.

In witness whereof _______ have hereunto set this __________ day of ______________ A.D., 20 ____.

____
Frandsens

ACKNOWLEDGMENT

STATE OF UTAH
County of SUMMIT } S.S.

On the _______day of __________________ A.D., 20 _____, personally appeared before me _________________, who being by me duly sworn did say the he is the owner of FRANDSEN Property, and that the within Plat Amendment was signed voluntarily for the uses and purposes herein mentioned.

My commission expires: ___________

Notary Public ____________________

residing in: ____________________

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF ______________________

BY ______________________
Chairman date

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL ON THIS ___ DAY OF ________2018.

BY ______________________
PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS

ON THIS _____ DAY OF __________, 20__.

BY ______________________
S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS _____ DAY OF __________, 20__.

BY ______________________
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ___ DAY OF __________, 20__.

____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THIS _____ DAY OF __________

____
PARK CITY MAYOR

COUNTY RECORDER# ____________

State of Utah, County of Summit, recorded and filed at the request of

____

Date ______ Time ______ Book ______ Page ______

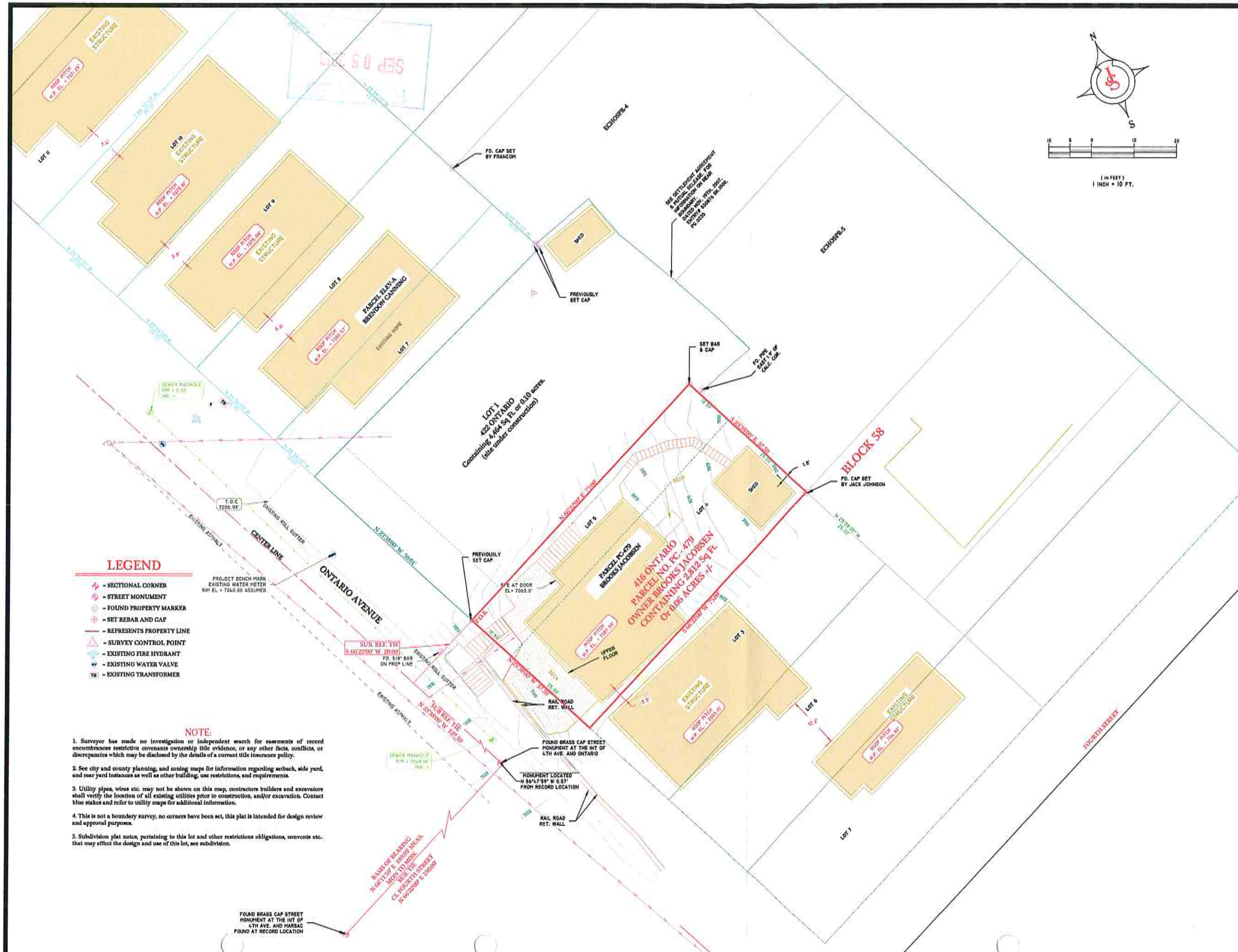
Fee $ ______ County Recorder

NUMBER________

ACCOUNT________

SHEET 1________

OF 1 SHEETS



LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND PROPERTY MARKER
- = SET REBAR AND CAP
- = REPRESENTS PROPERTY LINE
- = SURVEY CONTROL POINT
- = EXISTING FIRE HYDRANT
- WV = EXISTING WATER VALVE
- TR = EXISTING TRANSFORMER

NOTE:

1. Surveyor has made no investigation or independent search for easements of record encumbrances restrictive covenants ownership title evidence, or any other facts, conflicts, or discrepancies which may be disclosed by the details of a current title insurance policy.

2. See city and county planning, and zoning maps for information regarding setback, side yard, and rear yard instances as well as other building, use restrictions, and requirements.

3. Utility pipes, wires etc. may not be shown on this map, contractors builders and excavators shall verify the location of all existing utilities prior to construction, and/or excavation. Contact blue stakes and refer to utility maps for additional information.

4. This is not a boundary survey, no corners have been set, this plat is intended for design review and approval purposes.

5. Subdivision plat notes, pertaining to this lot and other restrictions obligations, convents etc. that may effect the design and use of this lot, see subdivision.

DRAWING TITLE

RECORD OF SURVEY

CLIENT CONTACT

BILL MAMMON
1-435-649-8868
mammenarch2@cs.com

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

PROPERTY DESCRIPTION

PARCEL 1:
The South one-half of Lot 5 and all of Lot 4, BLOCK 58, PARK CITY SURVEY; according to the official plat there of file and or record in the Summit County Recorder's Office

More particularly Described as follows:
A parcel of land located within Block 58, Park City Survey more particularly described as follows:

Beginning at a point that is located on the Easterly Right of Way of Ontario Avenue said point lies North 66°22'00" East a distance of 190.00 feet & North 23°38'00" West a distance of 127.50 feet & South 66°22'00" West a distance of 20.00 feet from a brass cap street monument located on Marsac Avenue and 4th Avenue.

Running North 68°22'00' East, a distance of 75.00 feet to the Westerly bounds of Echo Spur Subdivision Entry # 1000356 thence along said subdivision; thence South 23°38'00' West, a distance of 37.50 feet; thence South 23°38'00' West, a distance of 75.00 feet; thence North 66°22'00' West, a distance of 37.50 feet to the point of beginning.
Containing 2,812 square feet or 0.06 acres, more or less. 1 lot subdivision

SURVEYOR'S NARRATIVE

This survey was performed at the request of William Mammen, for the purpose to locate boundaries in relation to existing improvements and a consolidation of parcels into a single lot V.I.A. a Subdivision plat.

The basis of bearing was derived from the found street monuments along Fourth Street of the Park City Town Site Survey, and utilized on this survey as North 66°11'59" East as shown on the Echo Spur Subdivision, which closely coincides with area Survey staking. Note: There are several surveys recorded in the area which calls a record Bearing Bases of 66°22'00' which after careful review of field measurements it has been concluded that the bearing base of 66°22'00' was not used in the position of area survey staking.

SURVEYOR'S CERTIFICATE

I, R. Shane Johanson, Do hereby certify that I am a Professional Land Surveyor, holding certificate No. 7075114, as prescribed under the laws of the State of Utah, and that I have made a survey of the described tract of land as shown on this plat and that this survey retraces lot lines and may have adjusted said lot lines to coincide with found evidence and other interpolations based from ground measurements and found records. Furthermore I recognize that other unwritten rights of ownership or lines of possession may exist, I do not imply to certify any of those rights, unless agreed upon by the appropriate parties.

REVISIONS:

REV #	DESCRIPTION	DATE

JOHANSON
PROFESSIONAL LAND SURVEYORS
SURVEY • DESIGN • SEPTIC • PLANNING
SURVEYING

P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

STAMP

STATE OF UTAH
No. 7075114
R. SHANE JOHANSON
PROFESSIONAL LAND SURVEYOR

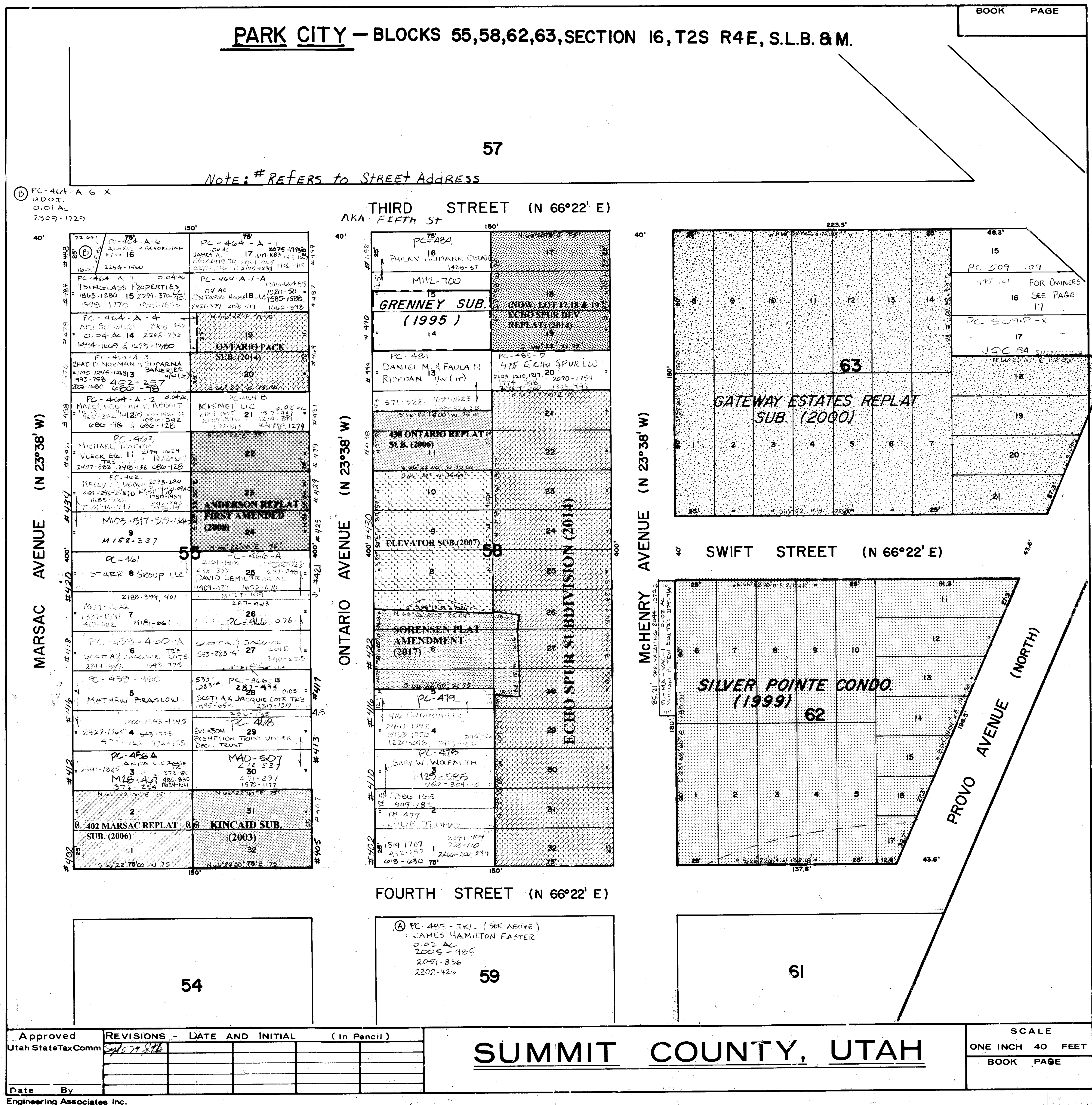
PROJECT NO. S-18-042

DATE: 4-30-2018

DRAWN BY: NATHAN BSEISO O.S.P. III

CKND BY: SHANE R. JOHANSON P.L.S.

SHEET NUMBER SHEET-001



PARK CITY — BLOCKS 55,58,62,63, SECTION 16, T2S R4E, S.L.B. & M.
BOOK PAGE
57
Note: # Refers to Street Address
THIRD STREET (N 66°22' E)
AKA - FIFTH St
MARSAC AVENUE (N 23°38' W)
ONTARIO AVENUE (N 23°38' W)
McHENRY AVENUE (N 23°38' W)
SWIFT STREET (N 66°22' E)
FOURTH STREET (N 66°22' E)
PROVO AVENUE (NORTH)
55
58
62
63
ONTARIO PACK SUB. (2014)
ANDERSON REPLAT FIRST AMENDED (2008)
402 MARSAC REPLAT SUB. (2006)
KINCAID SUB. (2003)
GRENNEY SUB. (1995)
(NOW: LOT 17,18 & 19 ECHO SPUR DEV. REPLAT) (2014)
438 ONTARIO REPLAT SUB. (2006)
ELEVATOR SUB.(2007)
SORENSEN PLAT AMENDMENT (2017)
ECHO SPUR SUBDIVISION (2014)
GATEWAY ESTATES REPLAT SUB. (2000)
SILVER POINTE CONDO. (1999)
FOR OWNERS SEE PAGE 17
PC-485-JKL (SEE ABOVE)
JAMES HAMILTON EASTER
0.02 AC
2005-485
2059-836
2302-426
54
59
61
Approved
Utah State Tax Comm
REVISIONS - DATE AND INITIAL (In Pencil)
Date By
Engineering Associates Inc.
SUMMIT COUNTY, UTAH
SCALE
ONE INCH 40 FEET
BOOK PAGE

Mammen Associates Archite e, Inc. 2001 Lucky John Drive, Park City, U 84060 (435) 649-8868

415 Ontario
Park City, UT 84060

Statement of Project Description:

The existing property is described in city records as Parcel PC-479. The legal description is:

"The South one-half of Lot 5 and all of Lot 4, Block 58, Park City Survey; according to the official plat therof file and recored in the Summit County Recorder's Office."

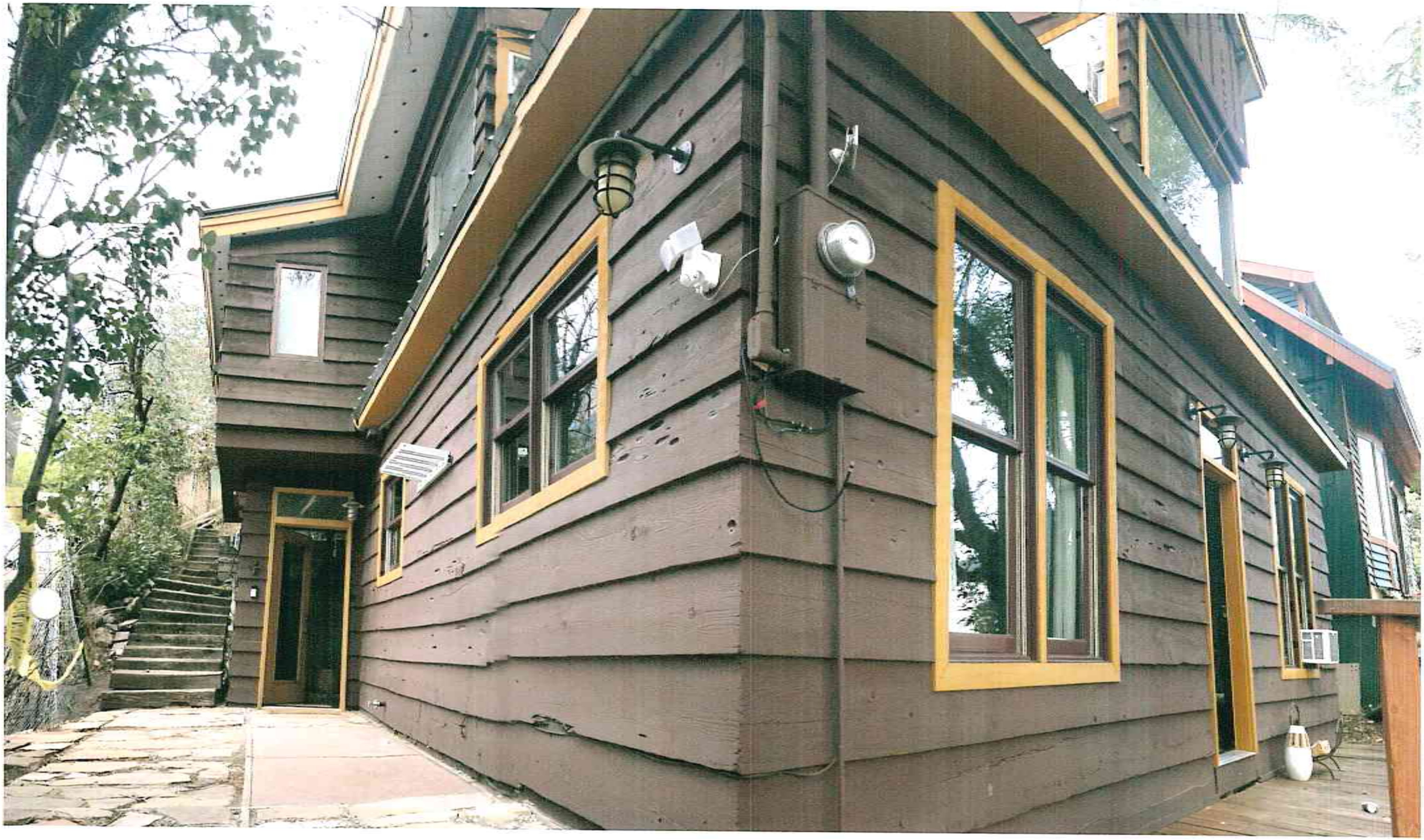
The current owners' would like to either make an addition and remodel or new construction in the future and want the property to be re-platted so that work may proceed.

Included in this application are:

1. The completed application.
2. This written statement.
3. A receipt for the review fee.
4. (1) 24 x 36 survey of record.
5. (1) 24 x 36 proposed plat
6. (4) photos of the existing property taken from roughly the 4 sides of the lot.
7. (1) photo taken from across the valley looking east at the property
   (2) current aerial photos; (1) tight in showing the surrounding neighbors and (1) showing the surrounding properties.
8. No addition presentations currently submitted.
9. (1) set of 11x17 of the survey and proposed plat amendment.
10. The property is NOT within a condominium.
11. Current Title Report dated Aug. 27, 2018.
12. There is no current plat
13. There is no condominium association
14. There is a list of all the owners within 300 feet with Parcel Numbers
15. Stamped, addressed #10 size Business envelopes for the property owners within 300 ft excluding Park City Municipal Corp.

Exhibit E - Aerial Photograph

Exhibit F - SIte Photographs



Agenda Item No:3.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Kirsten Whetstone
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Continue an Ordinance Approving the 8680 Empire Club Drive - Residences at the Tower Condominiums Plat
(A) Public Hearing (B) Continue to February 28, 2019

Suggested Action:

Attachments:
8680 Empire Club Tower Condo Staff Report

City Council
Staff Report

PLANNING DEPARTMENT

Subject: Residences at the Tower Condominiums
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: January 8, 2019
Type of Item: Continuation to February 28, 2019

Project Number:	PL-18-04006
Applicant:	Storied Development, LLC
Location:	8680 Empire Club Drive
Zoning:	Residential Development (RD) as part of the Flagstaff Annexation and Master Planned Development (MPD) and the Village at Empire Pass MPD (VEP MPD)
Adjacent Land Uses:	Deer Valley Resort, condominiums, townhouses, vacant development parcels of the Village at Empire Pass Pod A and open space
Reason for Review:	Plat amendments require public hearing and recommendation by the Planning Commission with final action by City Council. This application was noticed for a public hearing at the January 8, 2019 City Council meeting.

Summary Recommendations

Staff recommends City Council conducts a public hearing and continues the public hearing on this application to February 28, 2019. The application is for the Residences at the Tower Condominiums plat, for fourteen (14) market rate multi-family residential units, one (1) American Disability Act (ADA) unit, one (1) deed restricted employee housing unit (EHU), a city police substation, and the private Talisker Club located at 8680 Empire Club Drive within the Flagstaff Development Agreement area. This item was reviewed by the Planning Commission on December 12, 2018, and the Planning Commission continued the public hearing to January 23, 2019 to allow time for Staff and the applicant to provide additional information regarding Historic Preservation obligations of the Flagstaff Development Agreement as they relate to this property.

Agenda Item No:4.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Jenny Diersen
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve the Level Five 2019 World FIS Championship Event to be Held February 1-10, 2019 at Deer Valley, Park City Resort Base, and Main Street, in a Form Approved by the City Attorney, and Approve a Special Event Fee Reduction for the Event in the Amount of $222,292
(A) Public Input (B) Action

Suggested Action:

Attachments:
2019 World Championship Staff Report

Exhibit A: 2019 World Champ Application Fee Reduction and Supplemental Info 2

Exhibit B: World Championship Event Analysis

Exhibit C: 2019 FIS World Championship Special Event Permit

City Council
Staff Report

Subject:	**2019 FIS World Championships Event Approval**
Author:	**Jenny Diersen, Special Event & Economic Development Program Manager**
Department:	**Special Events & Economic Development**
Date:	**January 8, 2019**
Type of Item:	**Administrative**

Recommendation
Staff recommends City Council hold a public hearing and approve the 2019 Federation International of Skiing (FIS) World Championship event to be held February 1 to 10, 2019 at Deer Valley, Park City Resort Base and Main Street, based on findings that the event meets the requirements of a Level 5 Special Event according to section 4A of the municipal code in a form approved by the City Attorney. Additionally, Staff recommends City Council approve Special Event Fee Reduction for the event (which due to the event's unique, onetime nature has been budgeted for) in the amount of $222,292.

Background
2019 FIS World Championship applications and supplemental information are attached as Exhibit A. An Analysis and details of the event is attached as Exhibit B regarding the following topics:

1. Event Timeline & Operations
2. Community Engagement & Notification Plans
3. Marketing Plans & Volunteer Opportunities
4. Transportation & Parking Plans
5. Residential Mitigation Plans
6. Environmental Sustainability Plans
7. Financial Considerations

Event Overview

The 2019 FIS Snowboard, Freestyle and Free Ski World Championships will be held at Solitude, Deer Valley, Park City Mountain Base, Canyons Village and Historic Main Street from February 1 to 10, 2019. Park City and its resort partners (Deer Valley and Park City Mountain) are known for hosting world class events, including alpine, freestyle and snowboard events during the 2002 Olympic Winter Games, and have hosted numerous FIS World Cup and U.S. Grand Prix competitions over the past 20 years.

The 10 day 2019 World Championship Schedule provides top notch competition that is free and open to the public. The event will culminate with a closing ceremony concert on Main Street on February 10.More than 1,800 athletes from 50 countries around the world will converge on Utah for the largest winter sports event to take place in the state since the 2002 Olympic Winter Games. Deer Valley Resort hosted the FIS Freestyle World Championships in 2003 and 2011 but 2019 will be the first time a U.S based

World Championship will include all events across the Snowboard, Freestyle and Freeski disciplines. The 2019 FIS Snowboard, Freestyle & Freeski World Championships in Utah will feature all 13 events including slopestyle, halfpipe, big air, parallel giant slalom, parallel slalom, moguls, dual moguls, snowboardcross, and skicross. In addition, team events, which have been added the 2020 Olympics Winter Games in Beijing, will make their World Championships debut at the 2019 World Champs, including team aerials and team snowboardcross.

Community Engagement Opportunities

Volunteers are a key element to providing the athletes with best-possible competition and community experience. More than 600 volunteers will fill positions, including on-course crew, guest services, hospitality, media, and timing, to provide athletes and spectators with a world-class experience.

The Park City Summit County Arts Council, the Park City Film Series, and U.S. Ski & Snowboard partnered to present the Breaking Boundaries 2019 Snowboard, Freestyle and Freeski World Champs Youth Film Contest to tell stories about breaking boundaries, wherever that may apply in their lives.

Initial engagement with the community has been conducted. As the event nears, in coordination with U.S. Ski & Snowboard, staff will be working to conduct community outreach for the event reminding the community and visitors of expected impacts. This will include door to door merchant outreach on Main Street, in addition to engaging local media (KPCW and Park Record) with event information and completing a Transportation and Information Map on the City's website (information will be available in Spanish). The U.S. Ski & Snowboard in coordination with the Park City Chamber is leading marketing in both a national and international scale. All events will be broadcast live or same day on NBC or NBC Sports Network. In total there will be 24 hours broadcast coverage from NBC and NBC Sports over the 10 day event. Tom Kelly, who for 32 years worked to tell the stories of athletes as vice president of communications at U.S. Ski & Snowboard, and is known for through his work and behind the Gold column in the Park Record during the Olympics, is Chief of Press.

Transportation & Sustainability

The Park City community has continued to express a desire to make environmental sustainability a priority. This mission has extended into the 2019 World Championship in coordination with the town, resorts have a lot of experience in preparation and execution of large scale events, this experience has led to the importance environment sustainability. The goal is to execute a flawless event with expressing a high concern for environmental sustainability.

Staff has been coordinating with USSA and has budgeted for additional transportation measures including adding service frequency and capacity to existing transit lines to serve the estimated increased demand at venue locations. Promoting and providing alternate modes of transportation (transit, off-site parking and carpooling) is critical to the success of the event for mitigating the impacts on the community and visitors. In coordination with U.S. Ski & Snowboard, resort partners, Summit County, Utah Department of Transportation, and the school district, staff has developed an operational plan, based on the existing transit and parking systems in place that provides a predictable and reliable way to minimize impacts. Coordination between jurisdictions and partners will be paramount to successful implementation.

Alternatives for City Council to Consider

1. Recommended Alternative: Staff recommends City Council hold a public hearing and approve the 2019 Federation International of Skiing (FIS) World Championship event to be held February 1 to 10, 2019 at Deer Valley, Park City Resort Base and Main Street, based on findings that the event meets the requirements of a Level 5 Special Event according to section 4A of the municipal code in a form approved by the City Attorney. Additionally, Staff recommends City Council approve Special Event Fee Reduction for the event (which due to the event's unique onetime nature has been budgeted for) in the amount of $222,292. **This is Staff's recommendation.**

Pros:

a. The 2019 FIS World Championship is an important event that celebrates Park City's past Olympic Legacy and looks forward to future opportunities. The event's programs align with City Council's goals of providing a complete community that values economic diversity and arts and culture, creating engaged and effective government, and a thriving mountain community.
b. The event presents opportunities to further implement strategies to reduce transportation congestion in Old Town in a manner consistent with established standard operating procedures for large scale events.

Cons:

a. Even with increased mitigation efforts, staff anticipates existing parking and congestion issues to be exacerbated.
b. Elevated levels of mitigation measures will cause an increase to the amount of Staff time, resources and fees associated with the event.

2. Deny Alternative: Deny that the 2019 FIS World Championship event meets the requirements of a Level 5 Special Event Permit.

Cons: a. The 2019 World Championships would not be approved.

3. Continue the Item Alternative: The City Council may continue the item for more information or discussion, thus postponing the approval of the 2019 World Championships.

Cons: a. This will further postpone the approval of the event.

Funding This event is a unique onetime event and has been budgeted for through the City's budget process. The applicant applied for Special Event Fee Reduction estimated at $222,292.

Attachments

Exhibit A	2019 World Championship Event Application, Fee Reduction Application & Additional Information
Exhibit B	2019 World Championship Event Summary & Analysis
Exhibit C	DRAFT 2019 World Championship Event Permit

Print Submit

PARK CITY 1884

Park City Municipal Corporation

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

Special Event Permit Application

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.

PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL IN WRITING AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4-8.

Applications for Special Event Permits are due no later than 90 days (Level 3), 60 days (Level 2), or 30 days (Level 1) prior to an event. Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. More information can be found at www.parkcity.org or by contacting specialevents@parkcity.org.

IF YOU HAVE QUESTIONS, OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:			
Tommy Youngblood tommy.youngblood@parkcity.org	435.615.5187	Christopher Phinney Chris.phinney@parkcity.org	435.615.5194

APPLICATION FEES & EXPENSES

Level Three Special Event Permit $160.00
Level Two Special Event Permit $80.00
Level One Special Event Permit $40.00

- Application Levels are determined by the Special Events Department after reviewing complete applications.
- Additional fees for other City Services will be estimated and provided to the applicant upon receipt of a complete application.
- Applicants may incur additional expenses from other City, County or State jurisdictions.
- Fee Reductions for some City Services are considered bi-annually. Fee Reduction Applications are due on:
- **April 1**, for events July 1 – December 31; and **October 1**, for events January 1 – June 30.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING: (Check all that you understand and agree to)

	To insure prompt and accurate processing of your application, ensure that ALL support materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application completed, with traffic and transportation plan, contingency plan – including operations plan, emergency plan, weather conditions and residential and notification outreach plan; site plan and permission of use for properties.
	Park City Municipal Corporation requires a certificate of insurance in an amount to be determined by the City Attorney's Office. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.
	After the application is evaluated, the applicant will be responsible for providing proof that I have obtained other permits as necessary from City, County or State agencies, as well as the application fee amount based on the Level of event.
	I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application, and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal code 4-8-9 through the bi-annual fee reduction application and process.
	I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under Park City Municipal Code 4-8.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: 2019 FIS WORLD CHAMPIONSHIPS - Freestyle SNOWBOARD FREESKI

✓	FIRST TIME EVENT		ANNUAL EVENT (this event has been going on for ____ years
	ANNUAL EVENT (same as last year)		ANNUAL EVENT (will have changes from last year

NAME OF APPLICANT (FIRST & LAST): LINDSAY ARNOLD

TITLE / POSITION: Event MANAGER

BUSINESS OR ORGAINZATION NAME: U.S. Ski & SNOWBOARD

	BUSINESS/ORGANIZATION IS A REGISTERED NON-PROFIT	✓	PAPERWORK IS ATTACHED YES

MAILING ADDRESS OF BUSINESS OR ORGANIZATION: 1 VICTORY LANE, BOX 100

CITY, STATE, ZIP: PARK City, UT 84060

PHYSICAL ADDRESS OF BUSINESS OR ORGANIZATION: SAME AS ABOVE

CITY, STATE, ZIP:

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

PARK CITY 1884

Park City Municipal Corporation

Special Event Permit Application

EVENT HOUR(S): Please see attached	OPENING TIME:		EVENT ENDS:
EVENT SET-UP DATE:	BREAK-DOWN DATE:	SET – UP TIME(S):	BREAK-DOWN TIME(S):
MULTIPLE DAY EVENT HOUR(S) – IF DIFFERENT FOR EACH DATE			
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE: please see attached.	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	
INCLEMENT WEATHER INFORMATION			
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE: N/A		BREAK-DOWN DATE:	
SET – UP TIME(S):		BREAK-DOWN TIME(S):	

☐ NO INCLEMENT WEATHER DATE IS REQUIRED, AND THE EVENT WILL BE HELD RAIN OR SHINE. I UNDERSTAND THE EVENT MAY BE CANCELLED OR POSTPONED BY THE CITY DUE TO HAZARDOUS OR DAMAGING CONDITIONS.

EVENT ATTENDANCE (Complete all that apply)

IF ANNUAL EVENT:			
TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR:		TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR:	
ALL APPLICANTS MUST COMPLETE THE FOLLOWING SECTION – NEW OR ANNUAL EVENTS			
# PARTICIPANTS: 1300	# VENDORS:	# SPECTATORS: 60,000	# VOLUNTEERS: 650
# STAFF: TBD	# ATTENDANCE:	# DAILY ATTENDANCE: 1,000 - 6,000	# EVENT ATTENDANCE:

☐ I ANTICIPATE THE EVENT TO HAVE AN ATTENDANCE OF 500 OR MORE PEOPLE AND UNDERSTAND, AS THE APPLICANT, I MAY BE REQUIRED TO OBTAIN A MASS GATHERING PERMIT FROM SUMMIT COUNTY. http://www.summitcountyhealth.org/

SIDEWALK & STREET USE (Complete all that apply)

THE EVENT WILL HAVE:

☐ STREET CLOSURE MAP ATTACHED ☐ CLOSURE SIGN/ MARKING INFORMATION ATTACHED

✓ ROLLING CLOSURE ✓ PARTIAL CLOSURE ☐ FULL CLOSURE ☐ NO CLOSURE

NAMES OF STREETS TO BE CLOSED:	TIMING: (START OF CLOSURE/ END OF CLOSURE)	
850 Main St. upper	START: 890 Main St upper	END: 4 PM
890 Main St. lower	START: 900 Main St. lower	END: 6 AM

Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

TIME- START/END:	REASON/ FOR WHO OR WHAT:
NAME OF AREA OR STREETS:	BETWEEN:
TIME- START/END:	REASON/ FOR WHO OR WHAT:
NAME OF AREA OR STREETS:	BETWEEN:
TIME- START/END:	REASON/ FOR WHO OR WHAT:
NAME OF AREA OR STREETS:	BETWEEN:
TIME- START/END:	REASON/ FOR WHO OR WHAT:

CITY PARKING FACILITIES REQUEST

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTAION OPTIONS?

BUS	BIKE	WALK	OTHER:

THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITYS SCHEDULE. THE APPLICANT HAS PROVIDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

TRANSPORTATION PROVIDER INFORMATION

COMPANY NAME:	PHONE:	EMAIL:

THE APPLICANT IS PROVIDNG BIKE TRANSPORTATION AT THE EVENT. WE HAVE PROVIDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

WE ARE PROVIDING WALKING AS AN OPTION TO ATTEND THE EVENT. WE HAVE PROVIDED WALKING PATH IDEAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

TBD

PUBLIC FACILITY USE (check all that apply)

MINERS HOSPITAL AT CITY PARK	PARK CITY LIBRARY MEETING ROOMS	JIM SANTY AUDITORIUM
SOUTH CITY PARK	CITY PARK COVERED BBQ AREA	CITY PARK GAZEBO / STAND
CITY PARK SOFTBALL FIELD	CITY PARK RUGBY FIELD	SKATE PARK AT CITY PARK
QUINN'S SPORTEX FIELDS	ROTARY PARK	SCHOOL DISTRICT FIELDS
DIRT JUMP PARK	PARK CITY ICE ARENA	OTHER:

TEMPORARY STRUCTURES & FLAMMABLE MATERIALS

I UNDERSTAND ALL TEMPORARY STRUCTURES AND FLAMMABLE MATERIALS MUST BE APPROVED BY THE PARK CITY BUILDING DEPARTMENT. SUCH INSPECTIONS WILL REQUIRE A FIRE/BUILDING PERMIT TO BE SUBMITTED 10 DAYS BEFORE THE EVENT, AS WELL AS AN INSPECTION THE DAY OF THE EVENT.

TEMPORARY BLEACHERS	✓	INFLATABLES	CANOPIES	✓	TEMPORARY STAGES ✓	TEMPORARY LIGHTING
TENTS (10 X 10 or under)		HOW MANY?	TENTS (10 X10 or over)	✓	HOW MANY? 3?	
TRAILER(S)	✓	HOW MANY? 10?	STRUCTURES OVER 6' TALL		PURPOSE:	

YES ✓	NO	DOES EVENT HAVE ELECTRICAL NEEDS?
YES ✓	NO	DOES EVENT REQUIRE USE OF GENERATORS?
YES ✓	NO	WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?
YES	NO	WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS OR GASSES? N/A ?

NAME SUCH MATERIALS:

WASTE MANAGEMENT & RECYCLING

THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

PARK CITY 1884

Park City Municipal Corporation

Special Event Permit Application

PROPER MARKING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE.WWW.PARKCITYINFO.COM

✓	I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE. if possible
	I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.

WHO IS THE TARGET MARKET FOR THIS EVENT? summit county, wasatch county, international Athletes + teams Provo county. Youth families + international Audiences

WHERE IS THE TARGET MARKET FOR THIS EVENT? (Choose all that apply)

✓	LOCAL	✓	REGIONAL	✓	NATIONAL	✓	INTERNATIONAL

WILL THIS EVENT BE FILMED AND TELEVISED? (Choose all that apply) YES ✓ NO

✓	LOCAL	✓	REGIONAL	✓	NATIONAL	✓	INTERNATIONAL

PLEASE LIST ALL ADVERTISEMENTS INCLUDING MEDIA COVERAGE, NEWSPAPERS & MAGAZINES:

MEDIA (RADIO / TV): TBD

NEWSPAPERS:

MAGAZINES

OTHER:

PLEASE SELECT RANGE OF MARKETING BUDGET:

	$100 OR UNDER		$100 TO $500		$500 - $1,000		$1000 TO $2,500	✓	ABOVE $2,500

APPLICANT AGREEMENT & SIGNATURE

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.

Name (Printed): Lindsay M. Arnold

Signature: Lindsay M. Arnold **Date:** 6/10/18

Internal Revenue Service

Date: October 22, 2004

United States Ski Team Foundation
Po Box 100
Park City, UT 84060-0100

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Sylvia A. Williams 31-07817
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
84-6030639

Dear Sir or Madam:

This is in response to your request of October 22, 2004, regarding your organization's tax-exempt status.

In November 1964 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

Event Overview:

The **2019 FIS Snowboard, Freestyle and Freeski World Championships** will take place across three resorts in and around Park City and Big Cottonwood Canyon, UT from 1st to 10th February 2019. This event continues a long tradition of Park City and the Wasatch mountains hosting high action, elite level snow sport competition. Through hosting multiple FIS World Cups, FIS World Championships and the Olympic Winter Games, Utah's resorts, athletes and organizers have worked with the international community to innovate, modernize and grow the visibility of winter sport.

Utah will welcome over 1,300 teams and athletes from more than 40 countries for 10 days of winter action sports events. Led by local organizers U.S. Ski & Snowboard, Solitude Mountain Resort, Park City Mountain and Deer Valley Resort, in conjunction with the Utah Sports Commission and Park City Chamber, Utah will showcase the world's top athletes on some of the best venues on the international circuit. Learn more about the 2019 FIS Freestyle, Snowboard and Freeski World Championships at 2019WorldChamps.com.

- **Competition Dates:** February 1-10, 2019
- **Estimated Major Client Groups**
  - Competitors and Teams: 1300 from 40 countries
  - Event Staff and Volunteers: 650
  - Domestic and International Broadcast: 400
  - Media: 300-400
  - Spectators: average 6,000 spectators per day (60,000 over 10 days)
  - Friends and Family (U.S. and International): 1,500-2,000

- **Television / Digital Media**
  - 221 hours of live international broadcast
  - over 700 hours of delayed broadcast
  - 24 worldwide markets
  - Cumulative audience of 267m
  - Over 7 million reached via digital media
- 5.5 Hours of NBC and 10.5 hours on NBC Sports

Tentative Finals Schedule

Solitude
Friday, Feb 1 – SBX
Saturday, Feb 2 – Team SBX
Sunday, Feb 3 – Skicross

TBD
Monday, Feb 4 – PGS
Tuesday, Feb 5, PSL

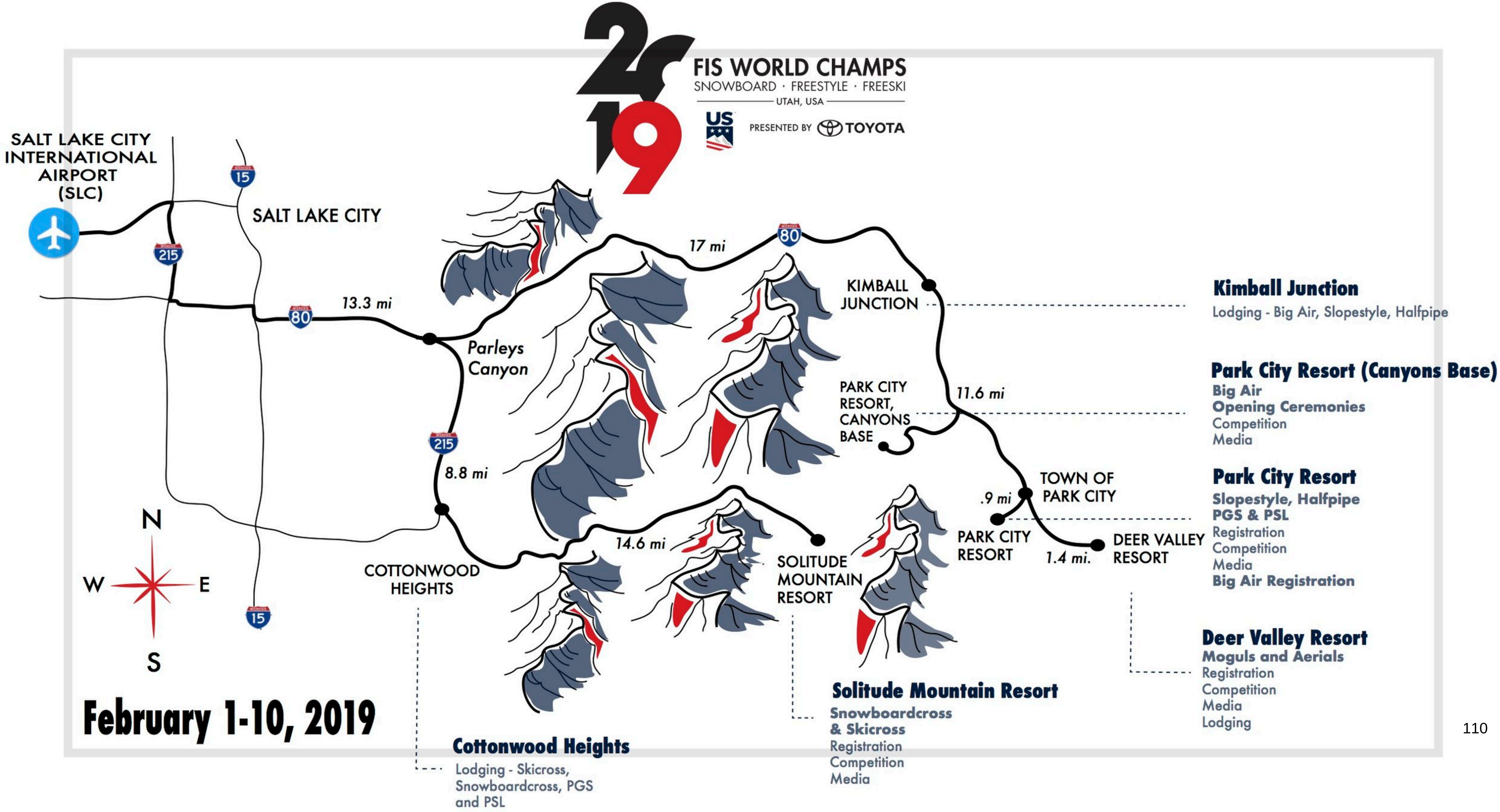
Deer Valley
Wednesday, Feb 6 – Aerials
*Thursday, Feb 7 – Team Aerials**
Friday, Feb 8 – Moguls
Saturday, Feb 9 – Dual Moguls

Park City
Saturday, Feb 2 – *Freeskiing Big Air**
Tuesday, Feb 5 – Snowboarding Big Air
Wednesday, Feb 6 – Freeskiing Slopestyle
Friday, Feb 8 – Snowboarding Halfpipe
Saturday, Feb 9 – Freeskiing Halfpipe
Sunday, Feb 10 – Snowboarding Slopestyle

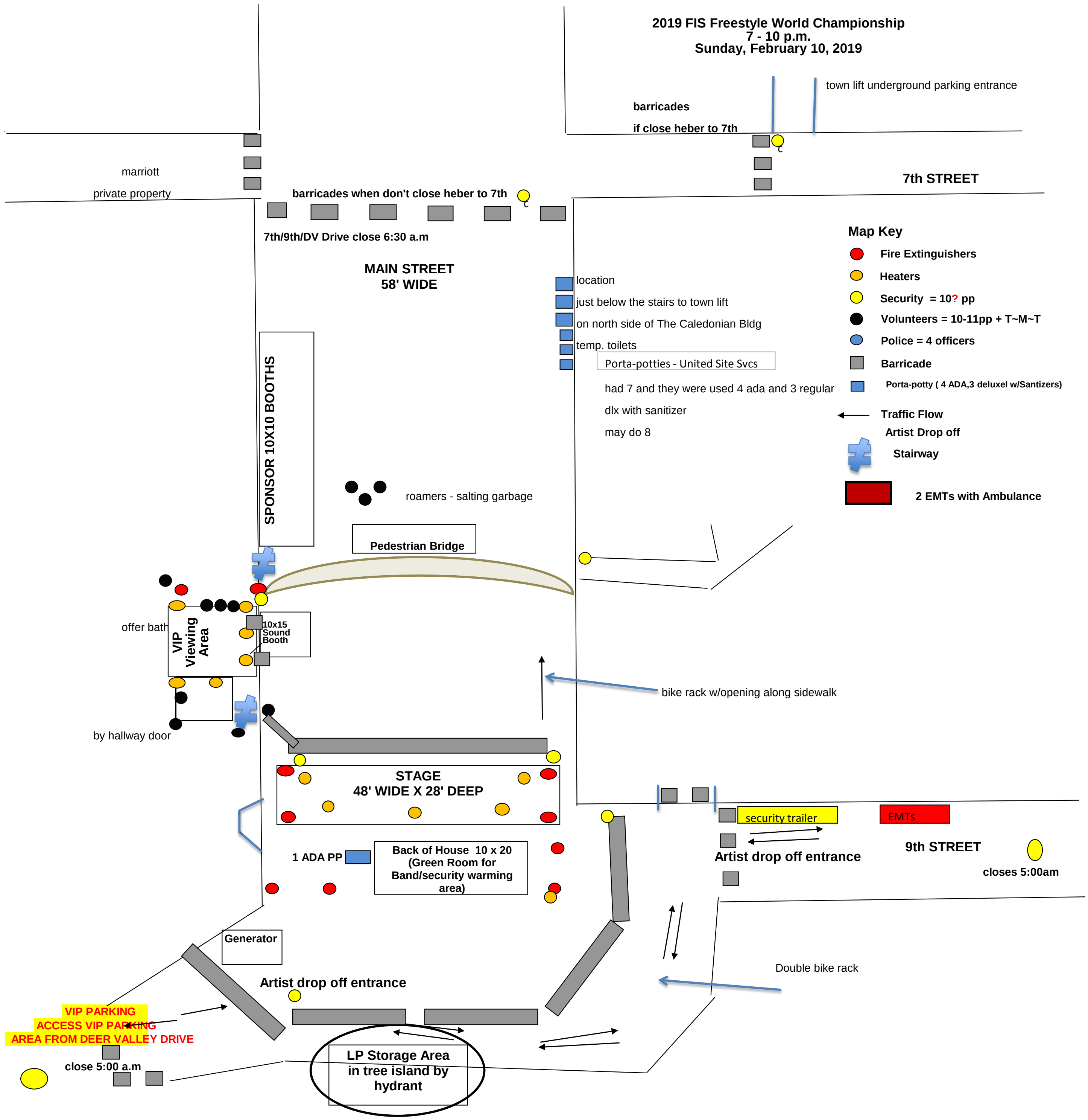
2019 FIS Snowboard, Freestyle and Freeski World Championships schedule:

**All times MTN.*

Feb. 1: Snowboardcross finals, Solitude Mountain Resort (11 a.m.)
Feb. 2: Skicross finals, Solitude Mountain Resort (1 p.m.)
Feb. 2: Opening ceremonies and entertainment (The Main Squeeze)
Feb. 2: Freeski big air final, Canyons Village, Park City Resort (7 p.m.)
Feb. 3: Team snowboardcross final, Solitude Mountain Resort (11 a.m.)
Feb. 4: Snowboard parallel giant slalom final, Park City Resort (1 p.m.)
Feb. 5: Snowboard parallel slalom final, Park City Resort (1 p.m.)
Feb. 5: Free concert, Canyons Village, Park City Resort (Joe Hertler & The Rainbow Seekers) (5 p.m.)
Feb. 5: Snowboard big air final, Canyons Village, Park City Resort (7 p.m.)
Feb. 6: Freeski slopestyle final, Park City Resort (11a.m.)
Feb. 6: Freestyle aerials final, Deer Valley Resort (7 p.m.)
Feb. 7: Freestyle team aerials final, Deer Valley Resort (7 p.m.)
Feb. 8: Snowboard halfpipe final, Park City Resort (11 a.m.)
Feb. 8: Freestyle moguls final, Deer Valley Resort (7 p.m.)
Feb. 9: Freeski halfpipe final, Park City Resort (11 a.m.)
Feb. 9: Freestyle dual moguls final, Deer Valley Resort (7 p.m.)
Feb. 10: Snowboard slopestyle final, Park City Resort (11 a.m.)
Feb. 10: Closing ceremonies, Main Street, Park City (TBA)



FIS WORLD CHAMPS
SNOWBOARD · FREESTYLE · FREESKI
UTAH, USA
PRESENTED BY TOYOTA
SALT LAKE CITY INTERNATIONAL AIRPORT (SLC)
SALT LAKE CITY
15
215
80
13.3 mi
17 mi
Parleys Canyon
8.8 mi
KIMBALL JUNCTION
11.6 mi
PARK CITY RESORT, CANYONS BASE
TOWN OF PARK CITY
.9 mi
PARK CITY RESORT
1.4 mi.
DEER VALLEY RESORT
14.6 mi
SOLITUDE MOUNTAIN RESORT
COTTONWOOD HEIGHTS
N
W
E
S
February 1-10, 2019
Kimball Junction
Lodging - Big Air, Slopestyle, Halfpipe
Park City Resort (Canyons Base)
Big Air
Opening Ceremonies
Competition
Media
Park City Resort
Slopestyle, Halfpipe
PGS & PSL
Registration
Competition
Media
Big Air Registration
Deer Valley Resort
Moguls and Aerials
Registration
Competition
Media
Lodging
Solitude Mountain Resort
Snowboardcross & Skicross
Registration
Competition
Media
Cottonwood Heights
Lodging - Skicross, Snowboardcross, PGS and PSL


2019 FIS Freestyle World Championship
7 - 10 p.m.
Sunday, February 10, 2019
town lift underground parking entrance
barricades
if close heber to 7th
7th STREET
marriott
private property
barricades when don't close heber to 7th
7th/9th/DV Drive close 6:30 a.m
MAIN STREET
58' WIDE
location
just below the stairs to town lift
on north side of The Caledonian Bldg
temp. toilets
Porta-potties - United Site Svcs
had 7 and they were used 4 ada and 3 regular
dlx with sanitizer
may do 8
Map Key
Fire Extinguishers
Heaters
Security = 10? pp
Volunteers = 10-11pp + T~M~T
Police = 4 officers
Barricade
Porta-potty (4 ADA,3 deluxel w/Santizers)
Traffic Flow
Artist Drop off
Stairway
2 EMTs with Ambulance
SPONSOR 10X10 BOOTHS
roamers - salting garbage
Pedestrian Bridge
offer bath
VIP Viewing Area
10x15 Sound Booth
bike rack w/opening along sidewalk
by hallway door
STAGE
48' WIDE X 28' DEEP
security trailer
EMTs
9th STREET
closes 5:00am
Artist drop off entrance
1 ADA PP
Back of House 10 x 20 (Green Room for Band/security warming area)
Generator
Double bike rack
Artist drop off entrance
VIP PARKING
ACCESS VIP PARKING
AREA FROM DEER VALLEY DRIVE
close 5:00 a.m
LP Storage Area
in tree island by
hydrant

2019 FIS World Championships – Sustainability Report

11/7/18

OBJECTIVE:

Sustainability goals for the organization of the 2019 FIS World Championships is to create awareness and action with regards to the sporting, cultural, economic and social interests of the communities in which the championships take place.

The host resorts and cities for the World Championships all have existing sustainability goals and initiatives in place. A committee has been formed with representatives from Solitude, Deer Valley, Park City Resort and the town of Park City to steer and guide the sustainability objectives specific to 2019 FIS World Championships.

GOALS/ACTIONS:

COOPERATION: The goal is to build a plan that concentrates and utilizes the local expert knowledge. Consulting experts, co-operation with the environment authorities of the government, co-operation with environmental associations and their integration into the planning for 2019 World Championships.

VENUES: The goal is to use existing venues if possible, working with the venues to utilize proven/existing venues that are part of the normal operational and snowmaking plans insure that limited additional resources are needed to provide the competition venues for the 2019 FIS World Championships. The 2019 Organizing Committee worked with Park City to establish a new competition venue on three kings that utilized the existing terrain park as opposed to building a stand-alone slopestyle on Kings

Crown Trail. This eliminated the need for additional snowmaking resources.

ACCOMMODATION/FACILITIES: The goal is to use existing buildings with easy and trouble-free access, and secure post-use in the case of necessary new constructions. In every case, the 2019 World Championships is utilizing existing facilities for all housing and facility needs.

TRANSPORTATION: The goal is the restriction of individual traffic in favor of regional public transport, improvement of the event specific traffic flow and constant monitoring and action throughout the event to relieve the strain on the environment in the longer term. The action is to incorporate a message to the general-public to utilize public transportation to access the venues specifically to help the environment. The marketing campaign specific to the event started just recently with a 100-days out message.

WASTE: The goal is to minimize the waste caused by the competitions and increase use as recyclable material. Reducing, recycling and reusing of waste have got a high standard and therefore must be taken into account during the championships and used as an impulse for sustainable practice in general. Professional management and engagement of all spectators to help with this process is the goal. We are hoping to create an educational program at each of the venues that will insure waste is disposed of properly and all recyclable materials are distributed properly. Discussions with Recycle Utah and each of the resort venues is underway to build a practical plan. Action item to reduce single use water bottle usage.

IMAGE: The goal is to give the championships an excellent image. With global media interest in World Championships creative ideas and measures provoke high attention and conviction. The 2019 OC has created a unique program to provide all athletes, coaches, officials and volunteers with a gift of a collapsible/re-fillable water bottle. Each venue will make best efforts to provide water filling stations within the competition footprint. This dovetails with our mission to eliminate use of single use water bottles. The remainder of the gifting budget will be presented to P.O.W. –protect our winters as a donation for 2019 World Championships.

CHECKLIST: The 2019 Organizing Committee will provide a post event report to FIS and others as needed outlining the effectiveness of the sustainability efforts surrounding 2019 World Championships specifically.

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT FEE REDUCTION APPLICATION

Special Events 435.615.5150 specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; October 1st for events occurring January 1st through June 30th, and April 1st for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL SIGNED AND APPROVED BY THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: The City annually allocates up to two hundred thousand dollars ($200,000) to be used to reduce City Service fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars ($25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code and Fee

Reduction Policy for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION	
Date of Fee Reduction Application	September 28, 2018
Event Applicant Organization Name	U.S. Ski and Snowboard
Event Name	2019 FIS Snowboard, Freestyle, Freeski World Championships
Organization Contact (First, Last)	Lindsay Arnold
Title/Position	**Phone Email** Event Manager 435-714-0361 lindsay.arnold@usskiandsnowboard.org

Organization Street Address	1 Victory Lane, Park City 84060
Organization Mailing Address	PO Box 100, Park City UT 84060
Is organization a registered non- profit?	Yes

SPECIAL EVENT FEE INFORMATION TO BE COMPLETED BY APPLICANT		
EVENT TITLE:		
EVENT DATE (S)		
Estimate of total fees requested to be waived, MUST BE COMPLETED BY THE APPLICANT: 1. Event Application Fee 2. Building Permit 3. Facility/Equipment Rental 4. Field/Park Rentals 5. Special Use of Parking 6. Bleacher Rental 7. Trail Fees 8. Public Safety Personal	**1. $____________________** **2. $______________________** **3. $_____________________** **4. $_____________________** **5. $_____________________** **6. $_____________________** **7. $_____________________** **8. $_____________________** **TOTAL: $**	**Total fees which could be Reduced:** **Total Fees Requesting to be Reduced: % or $ amount** **Total Fees reduced in previous year if annual event:** **Total City Service Fees paid to the City in previous year if annual event:**

EVENT LEVEL 3

Local/Community Cultural
National/International

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA

All questions must be answered in order to be considered. If questions are not applicable, please indicate as so.
Please limit responses to each of the following criteria to no more than 500 words.

1. On a separate page, please indicate your reasons for choosing Park City as the location for your event.

In the history of freestyle, freeski and snowboard, Park City known for progressing the sport. From before the Olympics, athletes were pushing the sport and moving onto the world stage. Athletes who watched the 2002 Winter Olympic Games became Olympians themselves. Park City is a place that is known on the world stage for having the best courses on the World Cup tour. These course have progressed since the 2002 games. The venues being used for the 2019 FIS World Championships are iconic and some of the best in the world.

When the 2019 FIS World Championships bid on this event, we bid with the intention of celebrating Park City and celebrating the Olympic heritage in the town.

2. Will a fee be charged for attendance or participation?

No

3. On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' or attendees inability to pay such fees.

The 2019 FIS World Championships will have about 1300 competitors. Due to the international rules, there are no registration fees associated with the event. Athletes are allowed to compete for free as a privilege to being some of the best in the world.

4. Does the event provide free programs to the community, or raise funds for organizations that provide free or low-cost programs local youth,, seniors or other underserved populations?

Yes

5. On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programs for local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit, and include projections and/or statistics and data.

All events are free and open to the public and no admission will be charged. In addition, food and beverage will be available for purchase and restrooms will be within close proximity of the venues. All competition venues will be ADA accessible.

In total, the Championships will present approximately 24 hours of athletic competition for the community at Deer Valley Resort, Park City Mountain Resort and Canyons Village at Park City.

In addition, the 2019 Organizing Committee has administered two public art and film opportunities in the form of a local contest. One project was focused on youth, with an under 21 film contest called Breaking Boundaries. This allowed and opportunity for youth to submit a 10-minute film speaking to their challenges of overcoming boundaries. The winner gains an opportunity to get an inside look at the video producing behind the event.

The second art opportunity was provided to the art community to produce an award for the world championships. This was an outreach to engage local artists and encouraged crossover between art and sport.

The 2019 Organizing Committee is working with the PC Community Foundation/Solomon Fund, as well as the Christian Center, to engage and encourage the local Latino community to participate in 2019 efforts. We are looking to initiate the following programs in the next few months before and during the World Championships

- *Possible pep rally at one of the schools this fall*
- *opportunity (at the pep rally or other) to meet athletes (both english and spanish speaking athletes)*
- *Possible VIP opportunity for community.*
- *Activation through spanish postcards/flyers at St. Mary's church*
- *Jacket drive October 29/30.*

In our efforts to engage the local athletic groups, the 2019 Organizing Committee has partnered with the Youth Sports Alliance to engage their group and local clubs in activating during the opening and closing ceremonies.

The 2019 event is staking a stance against climate change on both a local and national level. The event is working with resorts to create a sustainable platform for participants and public. The biggest effort is donating a section of the athlete gift to POW (Protect Our Winters) for upwards of a $24,000 donation.

6. On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.

In May 2014, U.S. Ski and Snowboard was successful in convincing the International Ski Federation to award the 2019 FIS Snowboard, Freestyle and Freeski World Championships to U.S. Ski and Snowboard and its partners within the community of Park City. The 2019 World Championships will be a major global event featuring the largest showcase of winter action sports outside the Olympics.

The event will attract TV audiences that have not been seen in Utah since the 2002 Olympic Winter Games. Internationally the event will be broadcast worldwide with anticipated audiences similar to those in Sierra Nevada in 2017 of 267,800,000 viewers across the globe including Europe, Asia, and other key tourist markets. Additionally there will be an estimated 793+ hours aired internationally (both live and non-live) . Domestically, the World Championships will be broadcast through the U.S. Ski and Snowboard's partnership with NBC Sports Group with record-breaking audiences expected with live coverage and digital streaming. The television package for the 2019 World Championships will replicate the NBC package for the recent 2015 FIS Alpine Ski World Championships in Vail/Beaver Creek. It was estimated that 800 million viewers watched the 2015 World Championships.

Domestic and International television coverage serves as the greatest positive impact on Summit County. High quality TV production standards along with live international and overnight domestic coverage provides the opportunity to showcase the greater Park City area as a premier destination in an authentic setting. Each unique

TV show for all 15 events drives positive and uniqueness to Park City and Summit County, celebrating its appearance to the nation and to the world as one of the best places to visit.

The goal of the 2019 Organizing Committee is to exceed the spectator numbers that are achieved annually at the Aspen X Games which report a spectator attendance of 115,000 for a 5 day event. This would equate to 11,500 per day/night over the 10 days of competition across seven competition venues and one ceremony venue. This does not represent the total number of unique visitors to the Championships.

U.S. Ski and Snowboard's other research of World Cups and Grand Prix events in Park City, Utah show 52.6% of Event visitors stay overnight for an average of 6.32 nights with approximately 16,000 spectators.

The estimated domestic TV Value: $30.8million based on a $35 CPM (CPM is the standard "Cost per million" that advertisers evaluate purchase TV commercial units in TV shows. U.S Ski and Snowboard values its CPM at $35 as a mid range cost for all of its sponsors). Calculation:□Estimated 10 Million views on NBC and NBC Sports over 16 hours of coverage□Average viewership of 625,000 per hour□625,000/1,000 x $35 CPM =$21,875 per: 30 Second spot sold in a show.□44 minutes of content per hour = equivalent 88 x :30 commercial spots□Then 88 Spots x $21,875 = $1.93m per hour in coverage x 16 hours of coverage = $30.8 million

The estimated international TV Value: To be calculated once international television rights are sold. 24 nations/markets produced over 221 hours of live broadcast of the events.

The estimated media value coverage: In addition to the domestic and international TV, we have documented that our past Summit County events in snowboard, freeskiing and freestyle have reached over 2 million people through our partner resorts social media, including Twitter, Facebook, Instagram and website hits. The newly united U.S. Ski and Snowboard social media reach over 4 million people.

U.S. Ski and Snowboard intends to attract patrons from outside Park City and Summit Country through our international and national reach via NBC Sports Network and our international TV broadcasting partners. Similar to the Deer Valley World Cup, but on a much grander scale in 2019, the live international broadcast of the event combined with one hour of network television on NBC, and coverage on NBC Sports Network, provides an excellent opportunity to showcase our ski resort partners which are obviously a huge driver of economic impact in the County.

The 2019 Organizing Committee will be implementing a major outreach to a range of groups to attend the event:

1. *Domestic and international media to attend the 2019 World Championships and cover the event. This outreach is □aimed to attract up to 200 international media representatives to the Park City area. Their overage of the competition and celebration planned for Park City will showcase the area once again as a world-class winter destination.*
2. *International TV rights holders to send teams onsite to cover their nations' athletes competing at World Championships. Onsite broadcast teams will provide broader coverage of the event beyond the competition through stories and interviews in offsite locations.*

3. *An outreach to the general public through marketing efforts to attract spectators to attend the event in large numbers. The marketing effort will include the promotion of the competitions as well as the celebration and social activities that will be planned with the event.*

7. Does the event provide community and/or economic opportunity during the off season? Please explain on a separate page.

The 2019 FIS Freestyle Freestyle and Freeski World Championships is clearly a winter sports activity. The calendaring of the World Championships is subject to the requirements and constraints of a worldwide competition calendar set by our international sports federation (FIS).

Knowing these constraints, we are focused on providing free activities at the resorts, Canyons Village and Main street for public and residents.

8. Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.

In the spring of 2017, the 2019 OC met with Alfred Knotts and the Park City Transportation committee to begin mitigating traffic concerns and planning. A large planning committee across all locations (Utah Department of Transportation, Salt Lake City International Airport, Police, Chamber etc) came together to bring awareness of the events. This year, planning has included new traffic patterns implemented at test events at Deer Valley, as well as analyzing the need of additional buses and parking areas. A final ease of traffic plan is expected to come into implementation before the event.

Park City Mountain events will facilitate a parking pass structure for teams competing at the Canyons Village and Park City Village. Teams will be required to carpool to the event. Teams are also encouraged to rent vans, and probably will, instead of individual cars.

The marketing and the communications working group of the 2019 Organizing Committee will strongly message carpool and bus and remote parking lots leading up to the event. With the marketing efforts being put behind the event it is equally important to message traffic mitigation.

9. If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on services provided to the public.

The 2019 World Championships is both a platform to showcase our resorts, town and competition venues for international athletes and stakeholders as well provide an opportunity to bring significant direct economic impact to the town of Park City through visitors and spectators. Our goal is to provide this while maintaining free admission to the event. We will also provide free admission to two outdoor ceremonies with public concerts and entertainments.

Our event is dependent on significant value in kind investment from our host resorts in support of the success of the event. In addition, we have been awarded grants from Summit County, Park City Chamber Bureau as well as Utah Sports Commission. Finally the U.S. Ski & Snowboard is responsible for raising over $3 million dollars in revenue through sponsorship and fundraising to deliver a break even budget for the non-profit entity

We are requesting our city fee waived and the support of City Council to help make this event a success and support our goal of making this a break event event for U.S. Ski & Snowboard.

We are oriented on providing a state of sport, celebrating the Olympic Games and continuing our legacy on an international level.

APPLICANT AND SPONSORING BUDGET INFORMATION

The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	$200,000 (includes NGB contracted staff and opening ceremonies entertainment, does not include closing ceremonies budget or resort contracted staff)
Administrative	N/A
Program Staff	N/A
Other (Specify)	$225,000 Timing and data staff $500,000 Television staff $40,000 build staff $68,000 in anti doping contractor fees
Total Salaries/Fees	$1,033,000

B. Facility/ Space Rental Fees (non-city)

C. Remaining Costs (itemize)

Equipment Rental (non-city)	$250,000 (video boards, commentator cabins, Lights, wax cabins, start gates rental) this does not include resort rentals
Marketing	$300,000
Travel	$90,000

Insurance (non-city)	N/A
Misc. fees (please specify)	$800,000 TV production $1,400,000 in site fees to resorts $752,000 in prize money $140,000 in volunteer support $50,000 in athlete and event gifts
Other (please specify)	$1,250,000 snowmaking, venue construction and resort staff costs $22,000 (calendar fees, press needs, awards, etc)
Total Event Costs	$5,054,000

D. Total Special Events Fees

Attach additional pages as needed to illustrate details of expenses listed above.
TOTAL Program Operating Expenses (A+B+C+D)

Program or Event Income

E. Registration and/or Participation Income N/A

1300 **participants x**	$0 **reg. or part. fees**

F. Donations or Sponsorships

Corporate/ Business	$2,700,000 in domestic television rights, in TV view sponsorship sales, sponsor exhibits and merchandising
Foundations/ Grants	**$1,200,000**
Clubs/Organizations	$0
Memberships	$0
Individual Donors	$0
Other (please specify)	$1,250,000 Host resort VIK $376,000 50% reimbursement of prize money from the FIS $117,000 TV production rights fee from international broadcasters

	$450,000 in international Television Rights fees U.S. Ski & Snowboard has submitted a grant request to the USOC for $60,000 that is pending review and approval
Total Donation/Sponsorship Total	$4,776,000

G. Other income (please specify) N/A

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G) $4,776,000

AGREEMENT AND SIGNATURE		
I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.		
Name (printed)	Lindsay Arnold	
Signature ***(if electronic signature is available)*****:** Lindsay Arnold		**Date:** 9/28/18

TO BE • • • • • • • • **COMPLETED BY APPLICANT City Service Fees** Application Fee Building Permit Facility/Equipment Rental Field/ Park Rental Special Use of Parking Permit Bleacher Rental Trail Fees Public Safety Personnel **Total of fees that can be waived ________ Amount requesting to be waived ________** _________ _________ _________ _________ _________ _________ _________ _________	**TO BE COMPLETED BY THE CITY Total Amount or % of Fees Waived** $ or % ___________________ ________________________________ Approved By: ________________________________ Date Notes or Clarifications

FOR MUNICIPAL USE ONLY
Date, Application received
Date, Application approved
Date, Applicant notified

Event Operations:

The 2019 FIS World Championship is organized by the United States Ski and Snowboard Association (USSA). The event is scheduled to be held February 1 to 10, 2019 at venues in Park City's jurisdiction including Deer Valley, Park City Resort Base and Lower Main Street. Additionally, events will be held outside of Park City's jurisdiction at Solitude Resort and Canyons Village. Full schedule of events can be found here. On February 10, closing ceremonies and concert on Lower Main Street will be free and open to the public (7th Street to 9th Street Closure from 6 a.m. to 2 a.m.). The closing ceremonies and concert will be held from 4:00 to 7:00 p.m., which will allow attendees to patronize Main Street Businesses during and after the event.

Transportation & Transit Planning:

The success of the Transportation plan during the 2019 World Championships is fundamental to mitigating impacts. Staff has been coordinating with USSA and has budgeted for additional transportation measures including adding service frequency and capacity to existing transit lines to serve the estimated increased demand at venue locations. Staff continues to ensure final transportation plans are clearly coordinated with Summit County, Vail Resorts, Park City School District, Deer Valley Resort, Historic Park City Alliance, the Utah Department of Transportation and Sundance Institute.

Supplemental Transit Services that will be available, as part of improvements/expansion of the 2018/19 base Transit System throughout the event include:

- Ecker Hill Park & Ride -New Park and Ride Lot during Sundance. This is a new park and ride that has opened to the general public with 15 minute transit service into town via the Lime and Pink routes.
- Homestake Employee Parking Lot - Early morning service at Homestake Lot, which is designated for Main Street Employees, will begin operations earlier in the morning. This is due to feedback gathered by merchants. Service will be operated 8 a.m. to 3 a.m. with guaranteed ride home service after 3 a.m to be provided by "at will" private transportation providers. Staff will work to confirm times during final outreach to ensure that late night employees can make it home when taking alternative modes of transportation. This includes notification to private transportation providers
- Kamas Commuter has been extended to 7 days a week service year round. Morning service runs from Kamas at 6:17 a.m., 7:17 a.m, and 8:06 a.m. and in the afternoon at 4:08 p.m, 5:08 p.m., and 6:08 p.m..
- Richardson Flat Park and Ride will be utilized as a Carpool Lot –transit is currently not planned to run to this lot during World Championships.

Traffic Command Center (TCC)

The TCC construction is completed and includes a network of pan/tilt/zoom traffic cameras and monitors that function, Variable Message Signs, and direct access to the UDOT statewide Traffic Operations Center for management of the SCAT's signal system to actively manage the transportation system in close coordination with the resorts, Summit County, UDOT, Park City Transit, Police and the EOC.

The TCC will be staffed by an Advanced Traffic Management system operator (UDOT staff) from 7 a.m. to 10 a.m. in the morning and from 3 p.m. to 10 p.m. at night o oversee and monitor critical ITS and transportation network solutions that will include:

- UDOT Closed Circuit Television Camera Surveillance: provides picture of highway conditions and incidents on routes throughout the highway system and available on the UDOT traffic mobile application and website.

- Road Weather Information System: provides forecasting, real-time information on weather and pavement conditions that can then be relayed to the traveling public, incident management personnel, and UDOT to best prepare for traffic conditions. It should be noted that UDOT recently installed a new station at the intersection of SR 224 and Meadows Drive.
- Variable Message Signs: Update and provide the traveling public with advanced warning and real-time information about road conditions, special event impacts and travel time so the driver can take appropriate action and adjust travel routes and times. Information collected through existing Bluetooth readers will be used to calculate travel times
- Transportation Information Website and Apps: provide real-time information on construction and maintenance projects, road closures, major delays, special events, weather and road conditions, and transit operations.
- Traffic, Transit and Emergency Vehicle Signal Interconnect Coordination: With the recent implementation of Transit and Emergency Signal Priority, the TCC will monitor the traffic signals to allow better access and throughput for traffic, transit and emergency vehicles.

<u>Transit Services</u>

- The Transit Department is scheduled to receive the first 3 of 7 Proterra buses in mid-January.
- To cover any potential shortfall of rolling stock, Transportation Planning and Transit are in the process of working out a lease agreement with UTA to lease up to 4 surplus vehicles to be billed on a cost per mile basis should the vehicles be placed into service.
- Transportation Planning also issued a Request for Proposals for Charter Services to be provided on an “on-call basis” should these services be required. Utilizing this “on-call” contracts both Le Bus and Driver Provider to avoid any issues with providing charter service with federal funding and/or federal assets. These services are part of the fees that were budgeted for as reflected below in the Staff has secured increased transit during the event to provide better accessibility to event venues based on anticipated demands. These increased transit needs are planned to operate on existing lines throughout Park City/Summit County focused on the FIS Venues, however, the use of non-federal funds and/or assets allows flexibility if needed.

<u>Specific Deer Valley Transportation Operations</u>

Staff acknowledges Deer Valley and their staff for being a key partner in this planning effort. Leading up to preparation for the 2019 World Championships, staff worked with Deer Valley this summer to implement additional transportation measures specifically focusing on the egress (exit) of the September 3 concert series. These items included one way traffic direction manned by hired security, advanced noticing on variable message boards related to the change in traffic patterns and with barricades in residential neighborhoods, public safety at key intersections, coordination with UDOT, and a clear communication plan. During the debrief of the event, the City and Deer Valley agreed that the increased transportation measures helped to reduce traffic delays for the overall event. The group realized that the following additional measures were needed during World Championships including:

- Pedestrian management will be needed (as pedestrians walking in front of cars were one of the key factors in slowing down traffic).
- Additional hired services in parking lots to identify vacant parking spaces during the ingress of the events, as that the parking lots are anticipated to be around 60% full when

events load in during World Championships (Wednesday to Saturday night of the Final completions at Deer Valley).

This one way traffic pattern will be implemented for the duration of the events at Deer Valley.

Parking & Parking Rates

Parking will be removed from lower Main Street for the 2019 World Championships only on Sunday, February 10, 2019. Parking rates will remain the same as normal peak winter season rates of $3.00/hr starting at 5 p.m. (with the first hour free) during this portion of the event (no increased event rates are proposed). Throughout the 10 day event, staff worked to secure supplemental parking areas at the School District and resorts after 4 p.m. The goal of offsite parking will be to allow cars to stay parked and take transit between competition venues. Additional parking items will remain:

- North Marsac Parking Lot (spaces not being used by City Operations)– Blue Dot Permit Holders as available (not guaranteed)
- South Marsac Lot will continue to be operated for City Business throughout the events during City Hall Business Hours.
- Gateway Parking – Blue Dot Permit Holders as available (not guaranteed)
- Main Street Parking Spaces – will be paid parking as per normal peak winter rates.
- Homestake Lot will continue to run from 8 a.m. to 3 a.m. for Main Street employees, with guaranteed ride home after 3 a.m. It is important to note that in order to participate in guaranteed ride home, pre-registration is required, travel must be within Summit County, and you must have taken alternate mode of transportation to get to original destination.
- Sandridge Lots will continue to operate as normal (free of charge) throughout the 2019 World Championships.
- Park City Resort Mountain Base – Free Parking from 4p.m. to 2 a.m. daily
- Park City Resort Canyons Village – Free Parking from 4p.m. to 2 a.m. daily
- Deer Valley Resort – Free Parking from 4p.m. to 2a.m. daily
- Treasure Mountain Middle School, McPolin Elementary and Learning Center Parking – Free Parking from 4 p.m. to 2 a.m. daily and on the weekends. When available (not during school times or during Sundance), the City is working to secure additional parking at Park City High School and other School District properties.

Residential Mitigation

Staff is working in coordination with USSA and resort partners to provide enhanced residential mitigation efforts. Such items will include:

- 'No through traffic' signs in Old Town and Deer Valley neighborhood entrances.
- At this time, staff does not plan to have additional contracted security for further residential enforcement. The Parking Services teams will be completing residential enforcement as part of their normal operations within the Old Town areas during events. Outside of Parking Services zone enforcement, such areas will be monitored as per regular duties of Public Safety.
- Staff will further deter residential traffic on Park Avenue by deploying additional signage at the Deer Valley Drive and Empire Avenue intersections.
- During Final events at Deer Valley, staff will implement residential notices on barricades as well as notice of no parking/no through streets at residential streets around the Deer Valley Loop. We implemented this during the September 3 transportation trial and it served as both notice to residents as well as deterred traffic in the residential areas.

Noise Exemption

Staff has requested a noise exemption on behalf of the 2019 World Championships and USSA.

Such exemptions include competition events that will include music and announcements at Deer Valley and Park City Resort Base, as well as the lower Main Street Concert on February 10 and fireworks after some of the competitions. All noise may go up to 90 decibels and shall end no later than 10:00 p.m.

Community Engagement Outreach

Staff is working towards several efforts regarding community engagement and notification regarding the 2019 World Championships including:

- Door to Door merchant outreach the week of November 26 in coordination with Sundance outreach. This outreach will focus specifically on the February 10 concert on Lower Main Street.
- Impact Map will be published and available on the City's website Feb. 4 to 10 and will also be available in Spanish. This will be published as soon as Sundance ends.
- Event impact information on KPCW and Park Record
- Variable Message Board notices prior and during events
- Text Alert implementation – Text PCEVENTS to 888777 for Transportation and Emergency updates.

As the event nears, in coordination with U.S. Ski & Snowboard, staff will be working to conduct community outreach for the event. This will include door to door merchant outreach on Main Street, in addition to engaging local media (KPCW and Park Record) with event information and completing a Transportation and Information Map on the City's website (information will be available in Spanish). The U.S. Ski & Snowboard in coordination with the Park City Chamber is leading marketing in both a national and international scale. All events will be broadcast live or same day on NBC or NBC Sports Network. In total there will be 24 hours broadcast coverage from NBC and NBC Sports over the 10 day event. Tom Kelly, who for 32 years worked to tell the stories of athletes as vice president of communications at U.S. Ski & Snowboard, and is known for through his work and behind the Gold column in the Park Record during the Olympics, is Chief of Press.

Sustainability Efforts

A list of the 2019 FIS World Championships sustainability efforts can be found in the application (Exhibit A) of this report. Final details are being coordinated with the applicant and resort partners.

Public Safety & Emergency Planning

Staff is coordinating closely with Public Safety regarding the event. Staff intends to implement the following:

- Perimeter security and bag checks at all on mountain events. Attendees should be prepared to be stopped at security check points with manned security personnel.
- Text Alert system during the event and is recommending to promote PCEVENTS throughout the Film Festival and 2019 World Championships. This text alert will inform those who subscribe of transportation and emergency notifications.
- Command Center will operate throughout the 2019 World Championships as it does during Sundance.
    - Knowing that February 2 is a high impact day, staff has coordinated with the County, USSA and Resort partners and specifically plans to staff the command Center on the evening of February 2 from 3:00 to 10:00 p.m. to ensure coordination for peak resort egress, event ingress and event egress across City and County.

- Leading up to Sundance and World Championships, PCPD has been working to complete See Something Say Something Training with City Staff, HPCA, Restaurant, Lodging Association, Deer Valley, Park City Resort, Sundance Staff and Volunteers, and USSA Staff and Volunteers. The key message in this training is that our community is the best line of defense in public safety and community policing.
- 1/3 of North Marsac Parking Lot for City Operations throughout the 2019 FIS World Championship Event (this will remain as it is used for Sundance ops)
- Other security operations are protected pursuant to the Utah Public and Open Meetings Act (UCA 52-4-205). Council can request discussion regarding deployment of security personnel, devices or systems to come back to in a closed meeting for Council review.

Event Coordination

The 2019 FIS World Championships begin on the final weekend of the 2019 Sundance Film Festival. Both USSA and Sundance are in coordination regarding event impacts, in addition to staff being in coordination with events, other jurisdictions and community partners such as the Park City School District, Park City Resort and Deer Valley. USSA intentionally scheduled events on their schedule at Solitude and outside of the City (Feb 1 and 2) as to not conflict with Sundance operations. In accordance to section 4A-2-5 of the municipal code, staff finds that these events will not duly interfere with each other with regards to geographic separation, time and duration of events, anticipated attendance, necessity for public personnel, equipment and transportation services, and anticipated transportation and parking impacts and does not adversely impact the public health, safety or welfare of the public and City Services.

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
February 1 to 10, 2019	**2019 FIS World Championships**	**Deer Valley, Park City and Main Street**	**Various Times**	**300 to 8,000 per event**
January 24 to February 3, 2019	**Sundance Film Festival**	**Various Locations**	**Various Times**	**60,000 over the 10 day event**

City Service Fees & Municipal Funds

The City has been coordinating the 2019 World Championships for more than a year with a focus on Public Safety and Transportation. A detail of Special Event City Service Fees is below and has been budgeted for. Specifically as per the criteria as outlined in section 4A-2-9 of the municipal code, and because the fees have been budgeted for, staff recommends a full reduction due to the event being organized by a local organization in partnership with the resorts and community partners, the event is free and open to the public and provides free registration for the 1,800 world class athletes that will be competing, the event has continued to take extraordinary efforts to reduce transportation and sustainability impacts, including reducing single use water bottles and promoting alternative transportation modes throughout the event. Finally, the event will direct and indirect economic benefits to Park City and the surrounding community. If fees are not waived, in coordination with USSA, staff would need to quickly explore additional funding mechanisms to offset the costs of event mitigation.

A summary of City Service Fees is listed in the chart below.

Exhibit B – 2019 FIS World Championship Event Analysis

2019 FIS World Championship City Service Fee Estimate	
Item	Fee Estimate
Trash Services	$7,500
Barricade Services	$5,000
Application Fee	$640
Public Safety	$70,000
Main Street Parking Removal for Concert	$2,752
Building Permits	$8,000
Community Engagement	$1,500
Transportation & Transit Contingency	$125,000
Banner Installation	$1,900
Total of Estimated City Services	**$222,292**

SPECIAL EVENT PERMIT

Level of Permit: **Level 5 Special Event**

Event Name: **2019 FIS World Championship**

Event Date(s): **February 1 to 10, 2019**

Event Location: **Park City Main Street, Deer Valley Resort, Park City Mountain Base Resort**

Permittee: **United States Ski & Snowboard Association (USSA)**

Contact Person: **Lindsey Arnold, Event Manager, USSA**

Approved By: **___ Special Events Coordinator _X_ City Council of Park City**

Approval Date: **Tuesday, January 8, 2019**

The City Council has approved the Level Five Special Event Permit for USSA 2019 FIS World Championship event to be held on Main Street, Park City Resort Base and Deer Valley to be held February 1 to 10, 2019 at various times. This Level Five Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A-2-4 based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The 2019 FIS World Championship event will be held on Main Street, Park City Resort Base and Deer Valley to be held February 1 to 10, 2019 at various times included as attachment in this permit.
2. The event provides positive economic, cultural and community value in accordance with goals outlined in the Park City General Plan and City Council's Biennial Strategic Plan, including aligning with Park City's community goals including Energy and Transportation, local athletic and Olympic Legacy, as well as collaborations with various jurisdiction partners and community organizations. The event provides economic benefit to the City through sales tax, overnight visitation, and indirect benefit through local, national and international marketing, offsetting the costs of City Services. Additionally the event is held free and open to the general public and has coordinated various programs to include serving as a local gathering place and adds to the uniqueness of the Park City event calendar.
3. Parking for the anticipated crowds of between 300 and 8,000 participants per event will be accommodated at a combination of the following depending on event venue:
   - Park City Resort Base
   - Deer Valley Resort Base
   - Canyons Village – Park City Resort
   - Park City School District Parking Lots
   - China Bridge & Main Street
3. The events will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City and will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venues.
4. The concentration of persons, vehicles and/or animals will not unduly interfere with movement of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire or other public services protection to the remainder of the City.
5. The event will not substantially interfere with any other Special Event for which a permit has already been granted or with the provision of City Services in support of other events or governmental functions. There are other events approved during this time frame including the 2019 Sundance Film Festival which will be held at various locations throughout Park City from January 24 to February 3, 2019.
6. The event does not create imminent possibility of violent or disorderly conduct likely to endanger public safety or cause significant property damage.

7. The event does not propose to partner with a Disruptive Technology.
8. The Permittee has requested a Fee Reduction for City Services in the amount of $222,292, and has complied with the Special Event Fee Reduction process, in which staff has made findings to support such request and the City has budgeted for such request.
9. The Permittee has coordinated and obtained approval with other public agencies in jurisdictions where the event is taking place including Park City Municipal, Summit County, Utah Department of Transportation and others, including private property owners including Deer Valley Resort and Park City Mountain.
10. The Permittee, Lindsey Arnold of USSA, has worked with City Staff and applicable departments to address all event concerns. The Permittee demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

<u>Conclusions of Law</u>:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4A, Chapter 2.

<u>Conditions of Approval</u>:

1. The permittee is required to provide supplemental documents including final transportation and traffic control plan, perimeter security and public safety plans, contingency plans, site identification and detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with the Chief of Police, Transportation Manager, Chief Building Official and Economic Development Manager no later than January 25, 2019.
2. In accordance with the Transportation Demand Management Plan, the permittee is required to distinguish a transportation and parking plan, including obtaining private property permission or executing lease agreements for such public property use, that utilizes available public parking and can accommodate the anticipated attendance numbers. Parking for shall be identified, managed and secured for ADA, VIP, Staff and Volunteers, and Drop and Go/Taxi Lot, as well as Transit Services provided and managed by the permittee in coordination with the City. Offsite parking areas for spectators are required with Transit Service secured by the permittee at the Park City School District and/or Resort properties and the permittee must provide such proof of permission to the City. Such plans shall be reviewed and approved by the Chief of Police and Transportation Planning Manager. At no time shall the event cause significant roadway delays, or closures. Access to area businesses, public facilities residential homes must be maintained at all times.
3. The permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.
4. The permittee, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided by the permittee.
5. As according to section 6-3-11 of the Municipal Code, relief from noise restrictions in chapter 6 of the municipal code on basis of section 6-3-11.B.3 in which the permittee is preforming an activity that there is no reasonable alternative and a relief from restriction has been granted by the Chief of Police including that the noise from the stationary source of sound shall not exceed a ninetieth percentile sound pressure level (L90) of 90 dBA from 8:00 a.m. (noon) to 10:00 p.m. on the dates as indicated above in this permit. Any sound outside of these timeframes as listed above shall be kept to the noise levels as outlined in section 6-3-9 of the Municipal Code. The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses and public facilities. If a complaint is received by Park City Police Department, the police department will investigate the

complaint. If asked by the Park City Special Event staff or Police Department, the permittee shall turn noise down to mitigate concerns of noise from surrounding residents, businesses or public facilities. The permittee shall provide on-site management for each aspect of the event and shall be responsible to ensure that the sound system maintains level adjustments not to exceed provisions of the Park City Noise exemption as outlined above.

6. The permittee, is required to provide waiver and release of damages and indemnification insurance coverage in an amount as required by the Special Events Manager and/or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. The obligation to provide the insurance shall be considered a binding contract. The permittee shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees as described in section 4A-2-10 and 4A-2-4.F.
7. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by Tuesday, January 29, 2019.
8. The permittee is responsible for sending event impact information and communications plan including marketing and final sponsor information in a form to be approved by the Special Events Manager to surrounding businesses and residents no later than 10 days before the event begins.
9. The permittee is required to submit an Emergency Operations plan to be approved by the Chief of Police and the City's Emergency Manager. The Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
10. The permittee is required to complete an environmental sustainability plan for the event including waste, recycling and other environmental sustainability items in accordance with the Park City Special Event Sustainability Checklist, and will report data from such plan post event.
11. The permittee is required to complete a debrief of the event and provide information to Park City Municipal no later than 6 months after the event.
12. The permittee use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
13. The permittee is responsible for securing all City, County and State permit approvals required for this event shall be secured by no later than three days before each concert date and submitted to Park City Municipal.
14. The approval identification provided with the approval of this permit must be in possession of the permittee at all times while on location and must be made available for inspection when requested by City authorities or the public. The permittee is responsible for providing a schedule of events, and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-6.

APPROVED this Thursday, the 8th day of January, 2019.

PARK CITY MUNICIPAL CORPORATION

____

City Manager, Diane Foster

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form

____
Mark D. Harrington, City Attorney

2019 FIS Snowboard, Freestyle and Freeski World Championships schedule:

**All times MTN.*

Feb. 1: Snowboardcross finals, Solitude Mountain Resort (11 a.m.)
Feb. 2: Skicross finals, Solitude Mountain Resort (1 p.m.)
Feb. 2: Opening ceremonies and entertainment (The Main Squeeze)
Feb. 2: Freeski big air final, Canyons Village, Park City Resort (7 p.m.)
Feb. 3: Team snowboardcross final, Solitude Mountain Resort (11 a.m.)
Feb. 4: Snowboard parallel giant slalom final, Park City Resort (1 p.m.)
Feb. 5: Snowboard parallel slalom final, Park City Resort (1 p.m.)
Feb. 5: Free concert, Canyons Village, Park City Resort (Joe Hertler & The Rainbow Seekers) (5 p.m.)
Feb. 5: Snowboard big air final, Canyons Village, Park City Resort (7 p.m.)
Feb. 6: Freeski slopestyle final, Park City Resort (11a.m.)
Feb. 6: Freestyle aerials final, Deer Valley Resort (7 p.m.)
Feb. 7: Freestyle team aerials final, Deer Valley Resort (7 p.m.)
Feb. 8: Snowboard halfpipe final, Park City Resort (11 a.m.)
Feb. 8: Freestyle moguls final, Deer Valley Resort (7 p.m.)
Feb. 9: Freeski halfpipe final, Park City Resort (11 a.m.)
Feb. 9: Freestyle dual moguls final, Deer Valley Resort (7 p.m.)
Feb. 10: Snowboard slopestyle final, Park City Resort (11 a.m.)
Feb. 10: Closing ceremonies, Main Street, Park City (TBA)

2019 FIS Sponsors
USST
Lagunitas
Rockin' Protein
Paul Mitchell
BDA
Comcast
High West
ID One
Speedy Foundation
Toyota
Ice Breakers
GoPro
Spyder
Dermatone
Coastal ClimateCase
CatTongue Grips
Yaktrax Warmers
Skiers Edge
Wildhorn Outfitters

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Resolution HA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Housing Authority
(A) Public Input (B) Action

Suggested Action:

Attachments:
Housing Authority Annual Meeting Notice Resolution

Resolution No. HA 1-2019

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2019 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Housing Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Housing Authority shall be held on January 8, 2019 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Board's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Housing Authority in 2019 is as follows: January 8, 2019, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Housing Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the

City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 8th day of January, 2019.

PARK CITY HOUSING AUTHORITY

____

Chairman Andy Beerman

ATTEST:

____

Michelle Kellogg, Secretary

Approved as to form:

____

Mark Harrington, City Attorney

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Rhoda Stauffer
Submitting Department: Community Development
Item Type: HA
Agenda Section:

Subject:
Park City Heights Annual Housing Update
(A) Public Input

Suggested Action:
Review of current status on construction of 79 affordable/attainable homes at Park City Heights

Attachments:
Park City Heights Staff Report

Housing Authority
Staff Report

Author: Rhoda J. Stauffer, Affordable Housing Program
Subject: Park City Heights Annual Update
Date: January 8, 2019
Type of Item: Informational

Summary

As part of the development agreement, Ivory Homes (Applicant) is presenting an annual update to Council on the progress to build seventy-nine (79) affordable/ attainable homes at Park City Heights. A related item next on the agenda is a request from the Applicant to amend the Housing Mitigation Plan.

Executive Summary

The Applicant began construction in 2016 on the Park City Heights subdivision which, once complete, will total 239 homes, of which 79 will be deed restricted affordable/attainable homes and 160 market-priced units. To date, eight (8) Park Town Homes and twelve (12) Park Homes are completed and sold to qualified households. Eight (8) additional Park Town Homes are under contract to qualified buyers and likely to receive their Certificates of Occupancy by mid-February of 2019.

According to the approved PC Heights Affordable Housing Mitigation Plan ("Mitigation Plan"), 8-12 affordable homes will be delivered annually. As stated in the Mitigation Plan, the exact number "is dependent on the market absorption rate". All units permitted or completed to date remain as approved in the Mitigation Plan and no adjustments have been made to bedroom count, home type or price. Construction activity to date:

Park City Heights Unit Projections			
Year	**Completed**	**Annual Subtotal**	**Total**
2016	4 Park Townhomes & 6 Park Homes	10	10
2017	4 Park Townhomes	4	14
2018	6 Park Homes	6	20
Balance to be completed			**59**

Next on the agenda will be a review of the Applicant's request to amend the Housing Mitigation Plan phasing and placement of units. If the amendment is not approved it may slow the progress of construction as well as postpone the closing on signed sales contracts for eight (8) Park Town Homes. Delaying construction will make it difficult for The Applicant to maintain compliance with the existing Housing Mitigation Plan.

Background

The original Housing Mitigation plan along with amendments and past updates can be found at the following links:

Date	Item
July 17, 2014	Housing Authority Staff Report
July 17, 2014	Minutes from Housing Authority meeting
December 15, 2016	Housing Authority Staff Report (Page 561)
December 15, 2016	Housing Authority Minutes (Page 14)
January 31, 2017	Housing Authority Action Letter

Since 2016, twenty (20) units have been completed which is four (4) units short of the 8-12 units per year commitment. Ivory Homes has eight (8) additional Park Town Homes within 45 days of completion. An additional twenty-five (25) units are under construction, and applications have been submitted for another nineteen (19) units (see detailed chart below). If all units under construction and in the permit pipeline are completed in 2019, the total will be forty-four (44) units: twenty (20) Park Town Homes, twenty-three (23) Park Homes and one (1) Cottage Home. The completion of 44 units puts the Applicant ahead of the projected schedule.

PC Heights Cumulative Record of Unit Completions

Year	Permit Application submitted	Permit approved	Certificate of Occupancy	Unit type and Applicable Resolution	Started	Completed		
						Under 17-99 Hsg Res	Under 20-07 Hsg Res	Total
2014	9/18	4/3	9/13/16	4 Park Townhomes under 17-99	4	4		4
2014	11/3	6/30 & 7/17/2015	6/23 & 8/1/2016	6 Park Homes under 20-07	6		6	6
2015	11/11	1/11/16	3/16/17	4 Park Townhomes under 17-99	4	4		4
2017	7/17 & 18	9/8 & 11	8/30 to 9/28 of 2018	6 Park Homes under 20-07	6		6	6
2018	2/21	6/19		8 Park Townhomes under 17-99	8			0
2018	2/26 & 27	6/15,18,20		6 Park Homes under 20-07	6			0
2018	5/11	7/19		1 Cottage Home under 17-99	1			0
2018	10/18 & 19	12/11		6 Park Homes under 20-07	6			
2018	10/31	12/6		4 Park Townhomes under 17-99	4			
2018	10/31			8 Park Townhomes under 17-99				
2018	11/20 & 21			4 Park Homes under 20-07				
2018	12/4 & 5			7 Park Homes under 20-07				
Totals					**45**	**8**	**12**	**20**
Total to be completed					79	44	35	79
Balance Remaining					**34**	**36**	**23**	**59**

Department Review
Community Development, Legal and the City Manager have reviewed this report.

Funding Source
No City funding source is affected.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Rhoda Stauffer
Submitting Department: Community Development
Item Type: HA
Agenda Section:

Subject:
Consideration to Amend the Park City Heights Housing Mitigation Plan
(A) Public Hearing (B) Action

Suggested Action:
Staff is recommending approval of changes to the Park City Heights Housing Mitigation Plan approved on December 15, 2016.

Attachments:
Housing Mitigation Plan Staff Report

Attachment A: Proposal for Amended Park City Heights Housing Mitigation Plan

Attachment B: Park City Heights Pricing Approved with Revised Lots

Attachment C: Map

Attachment D: Park City Heights Housing Mitigation Action Letter

Housing Authority
Staff Report

Author:	**Rhoda J. Stauffer, Affordable Housing Program**
Subject:	**Updates to the Park City Heights Affordable Housing Mitigation Plan**
Date:	**January 8, 2019**
Type of Item:	**Administrative**

Summary Recommendation
Staff recommends approval of an updated Park City Heights Housing Mitigation Plan.

Executive Summary
Ivory Homes ("Applicant") is requesting to switch lot placements for 24 deed-restricted units, which units go on which lots, with no change to the number, type, or pricing of the units. In addition, the Applicant is requesting to adapt the construction phasing in future years due to the timing of the water tank construction. At their March 28, 2018 meeting, the Planning Commission unanimously forwarded a recommendation for approval of the revised phasing plan to City Council. A Condition (condition #27) of Approval was that the Park City Housing Authority must approve a revised Affordable Housing Mitigation Plan.

Again, the requested changes do not alter the total number of units produced. The proposed changes speed up the estimated completion of the initial 68 affordable-attainable units by two years - from 2022 to 2020. Delivery of the final eleven attainable units would occur by December 31, of 2025 rather than 2023. Delivery of units will continue to be based on market demand, and Ivory's requirement to deliver 8-12 units per year will not change.

Background
The approved Housing Mitigation Plan and amendments to date are linked below:

July 17, 2014	Housing Authority Staff Report
July 17, 2014	Minutes from Housing Authority meeting
December 15, 2016	Housing Authority Staff Report (Page 561)
December 15, 2016	Housing Authority Minutes (Page 14)
January 31, 2017	Housing Authority Action Letter
March 28, 2018	Planning Commission Staff Report
March 28, 2018	Planning Commission Minutes

Changes requested are to move 24 unit-types to different lots from the originally approved list because they fit better on the revised lot sites. These moves would happen without changing the overall unit types or sales pricing. Attachment A includes the proposed amended list of units and sites and also noting the changes are in the column on the right and a location map attached as Attachment B.

Changes to the Phasing are highlighted in Attachment A. The current plan calls for completion of 8-12 homes per year beginning in 2016. Under this scenario, the absolute latest build-out of all deed-restricted homes would be December 31, of 2025.

With the changes proposed, the Applicant would build the remainder of the Park Homes and Park Town Homes by the end of 2019, as well as five of the attainable Cottage Homes by the end of 2020. At this rate, 68 units (Phase I) will be completed by the end of 2020 instead of the original projections of completion by 2022 (8-12 per year). This means completion will be two years sooner than originally planned. The remaining 11 Affordable/Attainable Homes are proposed for completion by December 31 of 2025. An email from Ivory Homes stating the estimated new schedule is included in Attachment A. The chart below shows the estimated breakdown of production by year as compared to the original agreement. Based on the chart, the original estimate was completion of all units by 2023 even though a calculation of 8-12 homes per year beginning in 2016 results in a deadline of 2025 (79 divided by 8 = a maximum of 9.875 years). The development agreement requires that all deed restricted units be completed and have Certificates of Occupancy (CO) prior to the final 10% of the market units. This ensures that all affordable/attainable homes will be completed (including CO's issued) prior to the last 16 market homes.

		Proposed Revisions are in Red									
	Year	TH	**TH**	PH	PH	**Cottages**	**Cottages**	**total**	**total**	**Cum.**	**Actual Completed**
Numbers of Affordable Units Per Year -- Projections	2016	4	**4**	6	**6**	0	**0**	10	**10**	**10**	10
	2017	4	**4**	6	**0**	0	**0**	10	**4**	**14**	4
	2018	4	**0**	6	**6**	1	**0**	11	**6**	**20**	6
	2019	4	**20**	6	**23**	3	**3**	13	**46**	**66**	
	2020	4	**0**	6	**0**	3	**2**	13	**2**	**68**	
	2021	4	**0**	5	**0**	3	**0**	12	**0**	**68**	
	2022	4	**0**	0	**0**	3	**0**	7	**0**	**68**	
	2023	0	**0**	0	**0**	3	**0**	3	**0**	**68**	
	2025		**0**		**0**		**11**		**11**	**79**	
	total	28	**28**	35	**35**	16	**16**	79	**79**		20

Department Review

Community Development, Legal, and Executive Departments have reviewed this report.

Attachments:

- **Attachment A:** Housing Mitigation Plan with amended Phasing including December 7 email from Ivory
- **Attachment B:** Amended list with re-arranged units and lots along with applicable pricing
- **Attachment C:** Map indicating lot/unit changes
- **Attachment D:** Drafted Action Letter based on approval of an amended Housing Mitigation Plan.

December 7, 2018 **(DRAFT)** **Exhibit B**

Park City Housing Authority
PO Box 1480
Park City, UT 84060

Park City Heights – Amended Housing Mitigation Plan

Project: **Park City Heights Master Planned Development**
Developer: **Ivory Homes**

General:
On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:
The Project may be plated in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units
- 68 Affordable/Attainable **– To be completed by December 31, 2020**
- 35 Market Rate Units

Phase 2 – **39** Units – **Was 47**
- **0** Affordable/Attainable **Was 5**
- **39** Market Rate Units **Was 42**

Phase 3 – **2** Units **Was 34**
- **0** Affordable/Attainable **Was 2**
- **2** Market Rate Units **Was 32**

Phase 4 – **47** Units **Was 29**
- **3** Affordable/Attainable **Was 4** **– To be completed by December 31, 2025**
- **44** Market Rate Units **Was 25**

Phase 5 – **48** Units **Was 15**

- **8** Affordable/Attainable **Was 0 – To be completed by December 31, 2025**
- **40** Market Rate Units **Was 15**

Phase 6 is Removed – Was 11 Market Units

All Phases 79 Affordable/Attainable Units (or equivalent AUE's)
160 Market Rate Units
Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable/attainable units are lower on the hill, the affordable/attainable units will be constructed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. **In Phase I, 68 affordable/attainable units will be completed . The balance of 11 units will be completed in Phases 4 & 5.**

Phase 1 construction began in 2016 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy were issued completed in the fall of 2016. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,100
Park Home – Townhome	4	2-3	1,000 – 1,400

Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home Townhomes product in Phase 1 will begin in the $240,000 range and go upwards of $400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corp to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and single family detached units will be closer to the maximum price range, thus having a greater range of diversity. Pricing for the first ten (10) units is now set as shown in the attached spreadsheet (Exhibit B) for the Park Home Townhome units T25, T26, T27, T28 and Park Home Single Family Detached Units 1,2,3,10,11 and 12. Any changes to the unit pricing, bedroom count, or completion schedule included in Exhibit B will require approval by the Housing Authority.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances & light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.

- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions
Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)
Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City. The first ten (10) units will be split with four (4) of the units under HR 17-99 and six (6) under HR 20-07.

Rhoda Stauffer

From:	Troy Goff <troyg@ivoryhomes.com>
Sent:	Friday, December 07, 2018 3:01 PM
To:	Rhoda Stauffer; Chris Gamvroulas
Cc:	Anne Laurent; Jason Glidden; John Cahoon; Brad Mackay; Dan Fielding
Subject:	RE: meeting
Attachments:	image001.jpg; 9FE0558B6B4948E08262E3380B4FAB4E[485399].png; Proposed Amended Housing Mitigation Plan 12-7-18.docx

Hello Rhoda,

Per your request I wanted to get you over some language to share with the Housing Authority as to how the phasing changes that Ivory is proposing will impact the delivery of Affordable/Attainable Units in Park City Heights.

The phasing changes to phases 2-5 in Park City Heights will not alter the time frame that Ivory Homes has committed to constructing the Affordable/Attainable Homes in Park City Heights. The current plan calls for 8-12 Affordable/Attainable Homes to be completed each year in Park City Heights. Under the current plan, this forecast would assume a build out of the Affordable/Attainable Homes by the end of 2025.

In an effort exceed our commitment, Ivory Homes plans to build the remainder of the Affordable/Attainable Park Homes (23 in total) and Affordable/Attainable Townhomes (20 in total) by the end of 2019 as well as three of the Attainable Cottage Homes. The remaining two Attainable Cottage Homes in phase one would start construction in 2019 and be completed in 2020.

We forecast that we will have a total of 68 Affordable/Attainable Homes constructed in Park City Heights by the end of 2020, putting us three and a half years ahead of schedule. The remaining 11 Affordable/Attainable Homes in Park City Heights are forecasted to be completed by the end of 2025.

With the phasing changes being

Phase 1- 103 Units
- 68 Affordable/Attainable Units
- 35 Market Rate Units

Phase 2- 39 Units
- 39 Market Rate Units

Phase 3- 2 Units
- 2 Market Rate Units

Phase 4- 47 Units
- 3 Affordable/Attainable Units
- 44 Market Rate Units

Phase 5- 48 Units
- 8 Affordable/Attainable Units
- 40 Market Rate Units

I have made these changes to a new proposed Draft of the Mitigation Plan attached. Please let me know if you need anything else from us for your upcoming update to council and the Housing Authority.

Thank You,

Troy Goff
New Home Sales Consultant
"For All Ivory Homes Neighborhoods"
435-729-0550
troyg@ivoryhomes.com

IVORYHOMES
Growing and Changing with Utah

UTAH'S NUMBER ONE HOMEBUILDER 30 Consecutive Years

From: Rhoda Stauffer <rhoda.stauffer@parkcity.org>
Sent: Tuesday, December 4, 2018 4:24:07 PM
To: Troy Goff; Chris Gamvroulas
Cc: Anne Laurent; Jason Glidden
Subject: meeting

Troy & Chris, we need to meet with you and are hoping that you can come to City Hall on the afternoon of December 17. At this point, we aren't ready for the annual update because we still don't have the material we need to update the Housing Mitigation Plan . We've got the lot changes, but we still don't have the Phasing changes that have to be incorporated and approved.

Without that update, we also can't approve additional sales, so we really want to get this taken care of as soon as possible.
Please let us know if you can make a meeting on Monday, December 17. Right now, we are wide open on that date.
Thank you
Rhoda

Rhoda J. Stauffer
Affordable Housing Program
Community Development
Park City Municipal Corporation
435-615-5152
Rhoda.stauffer@parkcity.org

PARK CITY
1884

 151

Exhibit B-Revised 1-08-2019

Park City Heights Proposed Pricing by Unit Type

Town Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Housing Resolution Pricing Limit	Negotiated Pricing	
T25	319,900	3	409,501	319,900	
T26	249,900	2	365,759	249,900	
T27	297,900	3	409,501	297,900	
T28	329,900	3	409,501	329,900	
T9	303,858	3	409,501	329,900	Was on Lot T11
T10	336,498	3	409,501	359,900	Was on Lot T12
T11	326,298	3	409,501	349,900	Was on Lot T9
T12	254,898	2	365,759	299,900	Was on Lot T10
T21	332,823	3	409,501	349,900	
T22	259,995	2	365,759	299,900	
T23	309,935	3	409,501	329,900	
T24	343,227	3	409,501	359,900	
T13	339,479	3	409,501	349,900	
T14	265,194	2	365,759	299,900	
T15	316,133	3	409,501	329,900	
T16	350,091	3	409,501	359,900	
T17	322,455	3	409,501	329,900	Was on Lot T19
T18	270,497	2	365,759	299,900	
T19	346,268	3	409,501	349,900	Was on Lot T17
T20	357,092	3	409,501	359,900	
T5	353,193	3	409,501	349,900	
T6	275,906	2	365,759	299,900	
T7	328,904	3	409,501	329,900	
T8	364,233	3	409,501	359,900	
T1	335,482	3	409,501	329,900	Was on Lot T3
T2	371,517	3	409,501	359,900	Was on Lot T4
T3	360,256	3	409,501	349,900	Was on Lot T1
T4	281,424	2	365,759	299,900	Was on Lot T2
sub-total	8,903,256		11,159,834	9,235,200	(1,924,634)
					amount below max allowed pricing

Bedroom Count Summary	
2 bedrooms	7
3 bedrooms	46
4 bedrooms	26

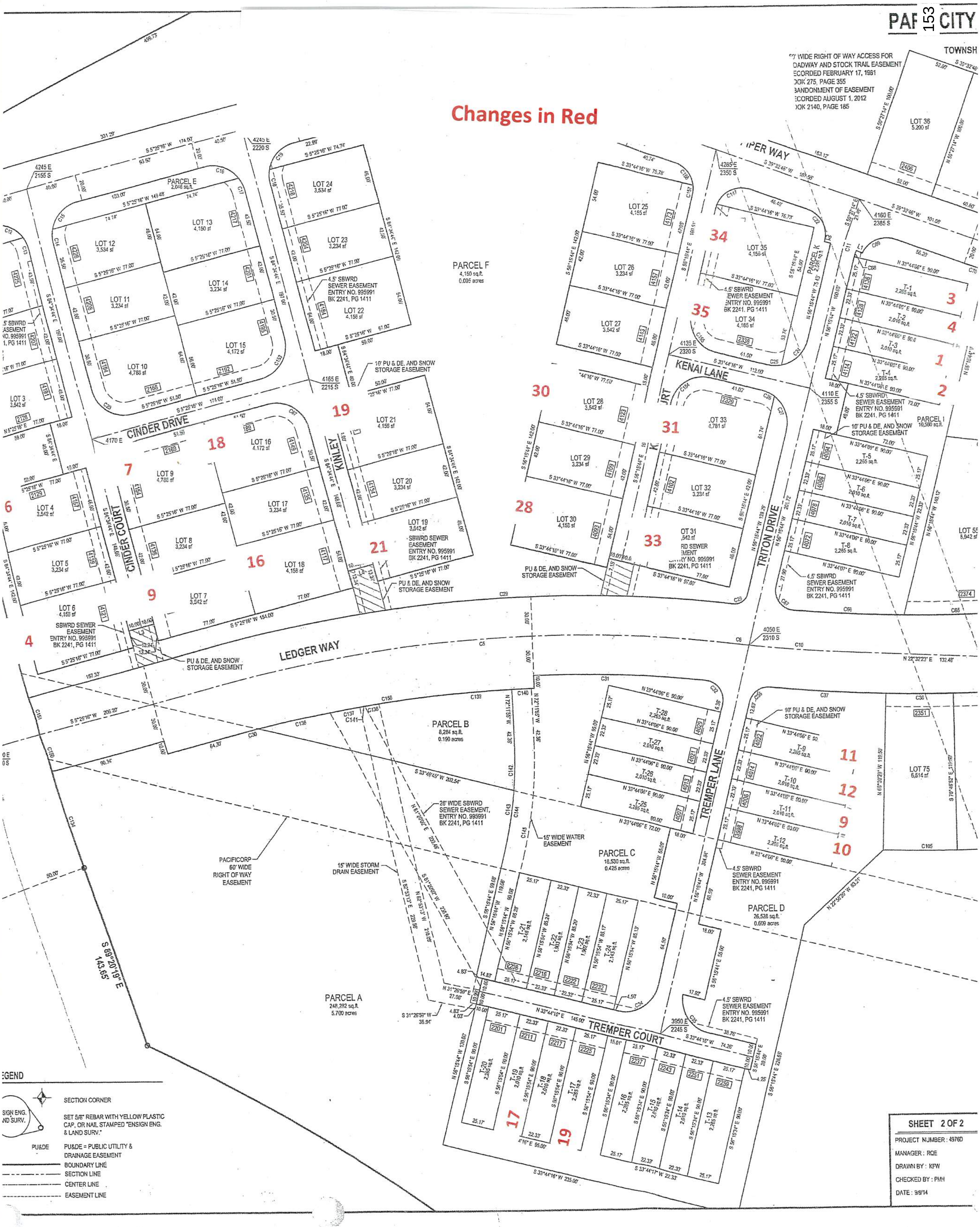
Proposed Revisions are in Red

Numbers of Affordable Units Per Year -- Projections	Year	TH	TH	PH	PH	Cottages	Cottages	total	total	Cum.	Actual Completed
	2016	4	4	6	6	0	0	10	10	10	10
	2017	4	4	6	0	0	0	10	4	14	4
	2018	4	0	6	6	1	0	11	6	20	6
	2019	4	20	6	23	3	3	13	46	66	
	2020	4	0	6	0	3	2	13	2	68	
	2021	4	0	5	0	3	0	12	0	68	
	2022	4	0	0	0	3	0	7	0	68	
	2023	0	0	0	0	3	0	3	0	68	
	2025		0		0		11		11	79	
	total	28	28	35	35	16	16	79	79		20

Park Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Limit	Proposed Scenario		
1	$408,900	3	$375,179	$375,179	1	
2	$374,900	3	$375,179	$375,179	1	
3	$408,900	3	$375,179	$375,179	1	
10	$408,900	3	$375,179	$375,179	1	
11	$374,900	3	$375,179	$375,179	1	
12	$408,900	3	$375,179	$375,179	1	
4	$419,272	3	$375,179	$438,500	1.17	Was on Lot 6
5	$384,272	3	$375,179	$438,500	1.17	
6	$477,900	4	$445,463	$465,900	1.05	Was on Lot 4
7	$419,122	3	$375,179	$438,500	1.17	Was on Lot 9
8	$384,272	3	$375,179	$438,500	1.17	
9	$477,900	4	$445,463	$465,900	1.05	Was on Lot 7
13	$489,878	4	$445,463	$465,900	1.05	
14	$393,878	3	$375,179	$438,500	1.17	
15	$429,600	3	$375,179	$438,500	1.17	
22	$489,878	4	$445,463	$465,900	1.05	
23	$393,878	3	$375,179	$438,500	1.17	
24	$429,600	3	$375,179	$438,500	1.17	
16	$440,340	3	$375,179	$438,500	1.17	Was on Lot 18
17	$403,772	3	$375,179	$438,500	1.17	
18	$502,095	4	$445,463	$465,900	1.05	Was on Lot 16
19	$440,340	3	$375,179	$438,500	1.17	Was on Lot 21
20	$440,300	3	$375,179	$438,500	1.17	
21	$502,095	4	$445,463	$465,900	1.05	Was on Lot 19
28	$514,648	3	$375,179	$438,500	1.17	Was on Lot 30
29	$451,348	3	$375,179	$438,500	1.17	
30	$451,348	4	$445,463	$465,900	1.05	Was on Lot 28
31	$514,648	3	$375,179	$438,500	1.17	Was on Lot 33
32	$451,348	3	$375,179	$438,500	1.17	
33	$451,348	4	$445,463	$465,900	1.05	Was on Lot 31
25	$527,515	4	$445,463	$465,900	1.05	
26	$462,631	3	$375,179	$438,500	1.17	
27	$462,631	3	$375,179	$438,500	1.17	
34	$462,631	3	$375,179	$438,500	1.17	Was on Lot 35
35	$527,515	4	$445,463	$465,900	1.05	Was on Lot 34
	$15,581,403		$13,834,105	15,241,574		$1,407,469 amount above max allowed pricing
						amount above max allowed pricing

Cottages	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Limit	Proposed Scenario
39	499,900	4	506,008	506,008
42	514,897	4	506,008	506,008
54	514,897	4	506,008	506,008
75	514,897	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
	8,700,856		8,096,128	8,096,128

Total Revenue Initial Ivory Pricing Revenue	**$ 33,185,515**			
Total Revenue Resolution Limits		**$ 33,090,067**		
Total Negotiated Pricing Revenue			**$ 32,572,902**	**$ (517,165)** amount negotiated pricing is below max allowed pricing


PARK CITY
TOWNSHIP
Changes in Red
WIDE RIGHT OF WAY ACCESS FOR ROADWAY AND STOCK TRAIL EASEMENT RECORDED FEBRUARY 17, 1981 BOOK 275, PAGE 355
ABANDONMENT OF EASEMENT RECORDED AUGUST 1, 2012 BOOK 2140, PAGE 185
CINDER DRIVE
CINDER COURT
KINLEY
LEDGER WAY
KENAI LANE
TRITON DRIVE
TREMPER LANE
TREMPER COURT
PARCEL A 248,282 sq.ft. 5.700 acres
PARCEL B 8,284 sq.ft. 0.190 acres
PARCEL C 18,530 sq.ft. 0.425 acres
PARCEL D 26,526 sq.ft. 0.609 acres
PARCEL E 2,046 sq.ft.
PARCEL F 4,150 sq.ft. 0.095 acres
PARCEL I 16,580 sq.ft.
PARCEL K
LOT 36 5,200 sf
LOT 75 6,514 sf
PACIFICORP 60' WIDE RIGHT OF WAY EASEMENT
15' WIDE STORM DRAIN EASEMENT
15' WIDE WATER EASEMENT
26' WIDE SBWRD SEWER EASEMENT, ENTRY NO. 995991 BK 2241, PG 1411
4.5' SBWRD SEWER EASEMENT ENTRY NO. 995991 BK 2241, PG 1411
10' PU & DE, AND SNOW STORAGE EASEMENT
PU & DE, AND SNOW STORAGE EASEMENT
S 89°20'19" E 143.65'
LEGEND
SECTION CORNER
SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
BOUNDARY LINE
SECTION LINE
CENTER LINE
EASEMENT LINE
SHEET 2 OF 2
PROJECT NUMBER : 4976D
MANAGER : RQE
DRAWN BY : KFW
CHECKED BY : PMH
DATE : 9/8/14

Christopher P. Gamvroulas
Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117

NOTICE OF HOUSING AUTHORITY ACTION

Description:	**Updated/Amended Affordable Housing Mitigation Plan**
Project Title:	**Park City Heights Master Planned Development**
Date of Action:	**January 8, 2019**

Summary of Housing Authority Action
On January 8, 2019 Park City Housing Authority approved an amended Housing Mitigation Plan for the phased completion and sale of 79 deed restricted units in fulfillment of the affordable housing obligation at Park City Heights Master Planned Development. Completed units will include 28 Park Town Homes (7 four-plex buildings), 35 Park Homes and 16 larger Cottage Homes.

Findings of Fact:

1. The applicable Development Agreement was recorded November 4, 2014.
2. A total of 44.78 Affordable Unit Equivalents (AUEs) in the form of 28 Park Town Homes will be constructed in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation. These units will be provided on Lots T1-T28 and in accordance with Housing Resolution 17-99.
3. A total of 16 larger Cottage units (equal to 32 AUEs) are in fulfillment of the housing obligation incurred by the MPD in a CT zone (20% of total units). In the first phase the affordable units will be located on the following lots: 36, 39, 42, 54, and 75. Affordable units for subsequent phases will be identified with the Final Subdivision plats for those phases. These units will be provided in accordance with Housing Resolution 17-99.
4. A total of 35 Park Homes are included in the subdivision made possible by early participation by the City. These units will be located on Lots 1-35 and will be developed in accordance with Housing Resolution 2007.
5. The Developer must submit a Housing Mitigation Plan to the Park City Housing Authority for approval prior to the issuance of building permits. The Housing Mitigation Plan shall address the following: 1) the schedule setting forth the phasing of the required AUEs, which will be in conjunction with the overall

phasing and development plan of the community; 2) a description of the marketing plan including how the Developer is addressing the City's local preference options; 3) anticipated sale prices by unit type, recognizing that the community will be developed over several years and in a variety of market conditions; 4) the method by which the units will remain affordable; and 5) the term and duration of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developer shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the amended Master Planned Development conditions of approval as attached hereto as Exhibit C.

6. An initial Housing Mitigation Plan was approved by the Housing Authority on July 17, 2014 attached as Exhibit A. The plan was for completion of the first 10 homes (six Park Homes and four Park Town Homes) to be priced between $240,000 and $400,000. A condition of approval was that Ivory Homes return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
7. The first 10 homes addressed in the July 2014 Mitigation Plan were completed in the fall of 2016 and released for sale on December 16, 2016.
8. An amended Housing Mitigation Plan was approved by the Housing Authority on December 15, 2016.
9. Another amended Housing Mitigation Plan was approved by the Housing Authority on January 8, 2019 attached as Exhibit B.

Conclusions of Law:

1. A Development Agreement between Ivory Homes and Park City Municipal Corporation recorded on November 4, 2014 is in effect.
2. Affordable Housing must comply with multiple Housing Resolutions as follows: 44 units under Housing Resolution 17-99 and 35 units under Housing Resolution 20-07.

Conditions of Approval:

1. Ivory Homes will return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
2. Any changes to the unit pricing, bedroom count or completion schedule included in the Amended Housing Mitigation Plan in Exhibit B will require approval by the Housing Authority.
3. 28 Park Town Homes, 35 Park Homes and five (5) Cottage Homes will be completed by the end of 2020.
4. 11 Cottage homes will be completed by 2025.

5. Certificates of Occupancy will be withheld on the last 10% of the Market Units (16 units) until Certificates of Occupancy have been issued for all 79 affordable/attainable units.

Attached are Exhibits as follows:

Exhibit A = Original Housing Mitigation Plan approved on July 17, 2014
Exhibit B = Amended Housing Mitigation Plan approved on December 15, 2016.
Exhibit C = Amended Housing Mitigation Plan approved on January 8, 2019.

If you have any questions about this action letter, please contact me. I can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,

Rhoda J. Stauffer
Affordable Housing Program

Agenda Item No:1.

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Resolution RDA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Redevelopment Agency
(A) Public Input (B) Action

Suggested Action:

Attachments:
Redevelopment Agency Annual Meeting Notice Resolution

Resolution No. RDA 1-2019

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2019 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Redevelopment Agency shall be held on January 8, 2019 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Agency's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2019 is as follows: January 8, 2019, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 8th day of January, 2019.

PARK CITY REDEVELOPMENT AGENCY

Chairman Andy Beerman

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Resolution WSD 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Water Service District
(A) Public Input (B) Action

Suggested Action:

Attachments:
Water Service District Annual Meeting Notice Resolution

Resolution No. WSD 1-2019

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2019 MEETINGS AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD OF THE PARK CITY WATER SERVICE DISTRICT

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Water Service District shall be held on January 8, 2019 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. Board members may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the District's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Water Service District in 2019 is as follows: January 8, 2019, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the

Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 8th day of January, 2019.

PARK CITY WATER SERVICE DISTRICT

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Chairman Andy Beerman

ATTEST:

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Michelle Kellogg, Secretary

Approved as to form:

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Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: January 8, 2019
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Ordinance
Agenda Section:

Subject:
Consideration to Approve Resolution MBA 01-2019, a Resolution Approving the 2019 Regular Meeting Schedule for the Park City Municipal Building Authority
(A) Public Input (B) Action

Suggested Action:

Attachments:
Municipal Building Authority Annual Meeting Notice Resolution

Resolution No. MBA 1-2019

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2019 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meeting of the Municipal Building Authority shall be held on January 8, 2019 and thereafter as determined by the board. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the Board's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Municipal Building Authority in 2019 is as follows: January 8, 2019, at 6:00 p.m. and thereafter as determined by the board.

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 8th day of January, 2019.

PARK CITY MUNICIPAL BUILDING AUTHORITY

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Chairman Andy Beerman

ATTEST:

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Michelle Kellogg, Secretary

Approved as to form:

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Mark Harrington, City Attorney