



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 16, 2017**

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

CLOSED SESSION

2:00 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

3:00 p.m. – Discuss the Proposed 3Kings Water Treatment Facility Project Concept Plan **PAGE 4**

3:30 p.m. – Joint Work Session with the Historic Preservation Board (HPB) to Review and Discuss Proposed Amendments to the Historic District Grant Program **PAGE 16**

STUDY SESSION

5:00 p.m. – Summit County Strategic Plan, Projects and Facilities Update and 2018 Budget, Revenue and East Side Code Presentation **PAGE 48**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports:

- Quarterly Update of the City Council Critical and Top Priorities **PAGE 52**
- 2017-18 Winter Trails Update **PAGE 68**

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

IV. CONSENT AGENDA

1. Request to Approve the Special Service Contract in a Form Approved by the City Attorney's Office with Method Studio, Inc., in the Amount Not to Exceed \$1,500,000 Dollars for Architectural Design Services for 1875 Homestake and Woodside Park Phase II Affordable Housing Projects **PAGE 71**

2. Request to Approve the Following Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2017 Sundance Film Festival: **PAGE 132**

Applicant Name	Location Address
To Be Approved	
Brilliant Consulting/Stella Lounge	364 Main Street
Brilliant Consulting/Grey Goose Blue Door	449 Main Street
Brilliant Consulting/Chase Sapphire	573 Main Street
Sundance Institute/The Shop (week 1)	1167 Woodside Avenue
Sundance Institute/The Shop (week 2)	1167 Woodside Avenue
Sundance Institute (week 1)	573 Main Street (2nd/3rd floor)
Sundance Institute (week 2)	573 Main Street (2nd/3rd floor)

3. Request to Approve the Following Convention Sales License (CSL) Applications for Operation During the 2017 Sundance Film Festival: **PAGE 138**

Applicant Name	Location Address
To Be Approved	
PMC-IndieWire	625 Main Street
Lucy Stepp/Deadline Studio	900 Main Street
ScreenVision	900 Main Street

4. Request to Authorize the City Manager to Execute a Non-Exclusive Communication/Fiber Optic Franchise Agreement with Zayo Group, LLC, in a Form Approved by the City Attorney **PAGE 144**

5. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, Beck Construction and Excavation for the Park Meadows East Pond Outlet Upgrades Project for an Amount Not to Exceed \$127,500.00 **PAGE 169**

6. Request to Authorize the City Manager to Enter into a Five (5) Year Licensing, Support, and Hosting Services Agreement with Granicus, Inc., Not to Exceed an Amount of \$45,395.52, to Purchase a Professional Meeting Management Software Solution in a Form Approved by the City Attorney **PAGE 174**

7. Consideration to Authorize the City Manager to Execute the Award for an RFP for Historic Preservation Consulting Services to SWCA Environmental Consulting in an Amount Not to Exceed \$29,000 in a Form Approved by the City Attorney **PAGE 197**

8. Consideration to Approve the New City Service Agreement with Triple Crown Sports in a Form Approved by the City Attorney **PAGE 204**

V. OLD BUSINESS

1. Consideration to Approve Ordinance No. 2017-53, an Ordinance Amending Title 6, Health, Nuisance Abatement, Noise; Chapter 3, Noise, of the Municipal Code of Park City, Utah **PAGE 238**

(A) Public Hearing (B) Action

VI. NEW BUSINESS

1. Consideration to Approve Resolution No. 32-2017, a Resolution of the Board of Canvassers Certifying the Official Canvassers' Report of the November 7, 2017, Municipal General Election for Park City, Utah **PAGE 253**

(A) Public Input (B) Action

2. Consideration to Approve the Level Three Special Event - Early Season Park City Mountain Resort Concert, to be held Saturday, December 2, 2017, in a Form Approved by the City Attorney **PAGE 256**

(A) Public Hearing (B) Action

VII. ADJOURNMENT

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

Posted: See: www.parkcity.org



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff is Proposing to Demolish and Reconstruct the Existing Spiro Water Treatment Plant in Its Current Location in Order to Improve Water Quality, Increase Usable Water Supply, Increase Resiliency, and Meet Regulatory Obligations. the New Water Treatment Plant, 3Kings, Will be Capable of Treating All Water Discharging from the Judge Tunnel, and a Portion of the Water Discharging from Spiro Tunnel. Desktop, Bench-Scale, and Pilot-Scale Evaluations Have Been Completed, Alternatives Evaluated, and a Preferred Alternative Selected. Concept Plans Have Been Developed by Staff in Conjunction with the Architectural/Engineering Consultant Team. This Staff Report and the Work Session Presents the 3King Water Treatment Facility Concept Plan and Discusses the Following:

- Recommended 3Kings Water Treatment Facility Concept Plan Site Layout and Massing Required to Meet Treatment Goals;
- Resulting Viewshed Perspectives;
- Proposed Architectural Approach;
- Key Concept Design Consideration;
- Affordable/Attainable Housing Critical Priority, as it Applies to the Concept Plan
- Energy Critical Priority;
- Transportation Critical Priority, as it Applies to the Site Design;
- Relocation of Existing Golf and Maintenance Facilities;

Respectfully:

Nicholas Graue, Water Project Engineer



City Council Staff Report

Subject: 3Kings Water Treatment Facility – Project Scoping and Concept
Author: Clint McAfee, Public Utilities Director
Roger McClain, Public Utilities Engineering Manager
Department: Public Utilities and Streets
Date: November 16, 2017
Type of Item: Administrative

Summary Recommendation

Staff is seeking City Council input and direction with respect to the proposed 3Kings Water Treatment Facility 'Project' Concept Plan and the proposed Golf Maintenance Facility location and concept.

Executive Summary

Staff is proposing to demolish and reconstruct the existing Spiro Water Treatment Plant in its current location in order to improve water quality, increase usable water supply, increase resiliency, and meet regulatory obligations. The new water treatment plant, 3Kings, will be capable of treating all water discharging from the Judge Tunnel, and a portion of the water discharging from Spiro Tunnel. Desktop, bench-scale, and pilot-scale evaluations have been completed, alternatives evaluated, and a preferred alternative selected. Concept Plans have been developed by staff in conjunction with the architectural/engineering consultant team. This Staff Report and the Work Session presents the 3King Water Treatment Facility Concept Plan and discusses the following:

- Recommended 3Kings Water Treatment Facility Concept Plan site layout and massing required to meet treatment goals;
- Resulting viewshed perspectives;
- Proposed architectural approach;
- Key concept design consideration;
- Affordable/Attainable housing critical priority, as it applies to the Concept Plan
- Energy critical priority;
- Transportation critical priority, as it applies to the site design; and
- Relocation of existing Golf and Maintenance facilities;

Acronyms and Abbreviations

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

City	Park City Municipal Corporation
CMAR	Construction Manager at Risk
CM/GC	Construction Manager/General Contractor
DDW	Utah Division of Drinking Water
DWQ	Utah Division of Water Quality
ECI	Early Contractor Involvement

M-I-W	Mining-Influenced-Water
PCMC	Park City Municipal Corporation
Project	3Kings Water Treatment Facility and associated improvements
PSA	Professional Services Agreement
QJWTP	Quinns Junction Water Treatment Plant
RFP	Request for Proposals
SCO	Stipulated Compliance Order
SWTP	Spiro Water Treatment Plant
UDOT	Utah Department of Transportation
UPDES	Utah Discharge Elimination System

Work Session Questions for City Council

The following questions for Council are identified and discussed within the Staff Report (provided below for reference).

Questions for Council:

1. *Is Council supportive of the staff recommendation not to include housing as part of in the 3Kings Water Treatment Facility because the facility size would need to be increased and would, consequently, expand the facility onto the golf course or impact the viewshed?*
2. *Is the proposed facility Concept consistent with Council's vision for the use of the site and, based on the identified Project concept, does Council support moving the 3KWTF Project forward into the Schematic Design phase?*
3. *Based on identified Project concept, does Council support moving the Golf Maintenance Building Project forward into the Schematic Design phase?*

Project Background and Purpose

In 2014 Park City was issued Utah Discharge Elimination System (UPDES) Permits for the discharge of water draining from the Judge and Spiro mine tunnels into McLeod and Silver Creeks. The discharges from both tunnels exceed stream water quality parameters identified in the UPDES Permits. Due to the cost and the complexity of bringing the discharges into compliance with the UPDES permits a Stipulated Compliance Order (SCO) was entered into between the Utah Division of Water Quality (DWQ) and PCMC. The SCO requires Park City to develop and implement a plan to bring the discharge from Judge Tunnel into compliance by the year 2024, and the discharge from Spiro Tunnel into compliance by 2033. In addition, the existing SWTP is aging and will soon need significant investment to keep it operating at its current level. While the existing SWTP consistently produces high quality drinking water, it cannot treat certain parameters to UPDES permit levels and it lacks capacity to maximize available water from the combined Judge and Spiro Tunnel water sources. Currently Judge is unusable in the City's drinking water system until the new facility is operational.

It is important to note that Judge Tunnel water has been unusable as a drinking water source since 2013 due to high antimony levels. Prior to 2013, water from Judge Tunnel was diverted into the City's drinking water system. Currently the

water discharges into Empire Creek and provides year round stream flow from the discharge location to Silver Creek. Once the new treatment facility is operational, the discharge to Empire Creek will cease and the flow in Empire Creek will return to its historical ephemeral status approximately upstream of Heber Ave to the existing discharge location.

Staff has divided the preconstruction effort into three phases. Phases I and II of the MIW project have established the preferred mechanical treatment process and future treatment facility location, generally within the existing building footprints between the 11th and 12th fairways on the PCMC Golf Course. Phase III will address the demolition of the SWTP, Golf Maintenance facility, and the Parks Maintenance facility, and the design of the proposed 3Kings Water Treatment Facility (3KWTF).

Staff previously presented recommendations to City Council during the “New Business” and “Work Session” portion of regular meetings. References to key project related material previously presented at City Council meetings may be found in **Attachment A**.

Project Scope

Project Goals

- Improve drinking water quality, reliability, and efficiency
- Increase water treatment capacity to maximize use of available water from Judge and Spiro
- Increase overall City water supply resiliency and peak day capacity
- UPDES permit and SCO compliance
- Safety
- Be a good neighbor
- Integrate Council's Critical Priorities (specifically Energy)
- Incorporate Public Information throughout the Project

Project Strategies

- A. Develop M-I-W treatment to meet State Division of Drinking Water (DDW) and State Division of Water Quality (DWQ) stream discharge regulations and requirements
- B. Meet SCO schedule requirements
- C. Target worker safety, staff morale, and overall operational efficiency, and environmental protection
- D. Mitigate short and long-term impacts to the surrounding neighborhood
- E. Meet the Park City Land Management Code
- F. Implement cost-effective and sustainable approaches to building design and treatment systems
- G. Implement a Project specific public information program

Project Schedule

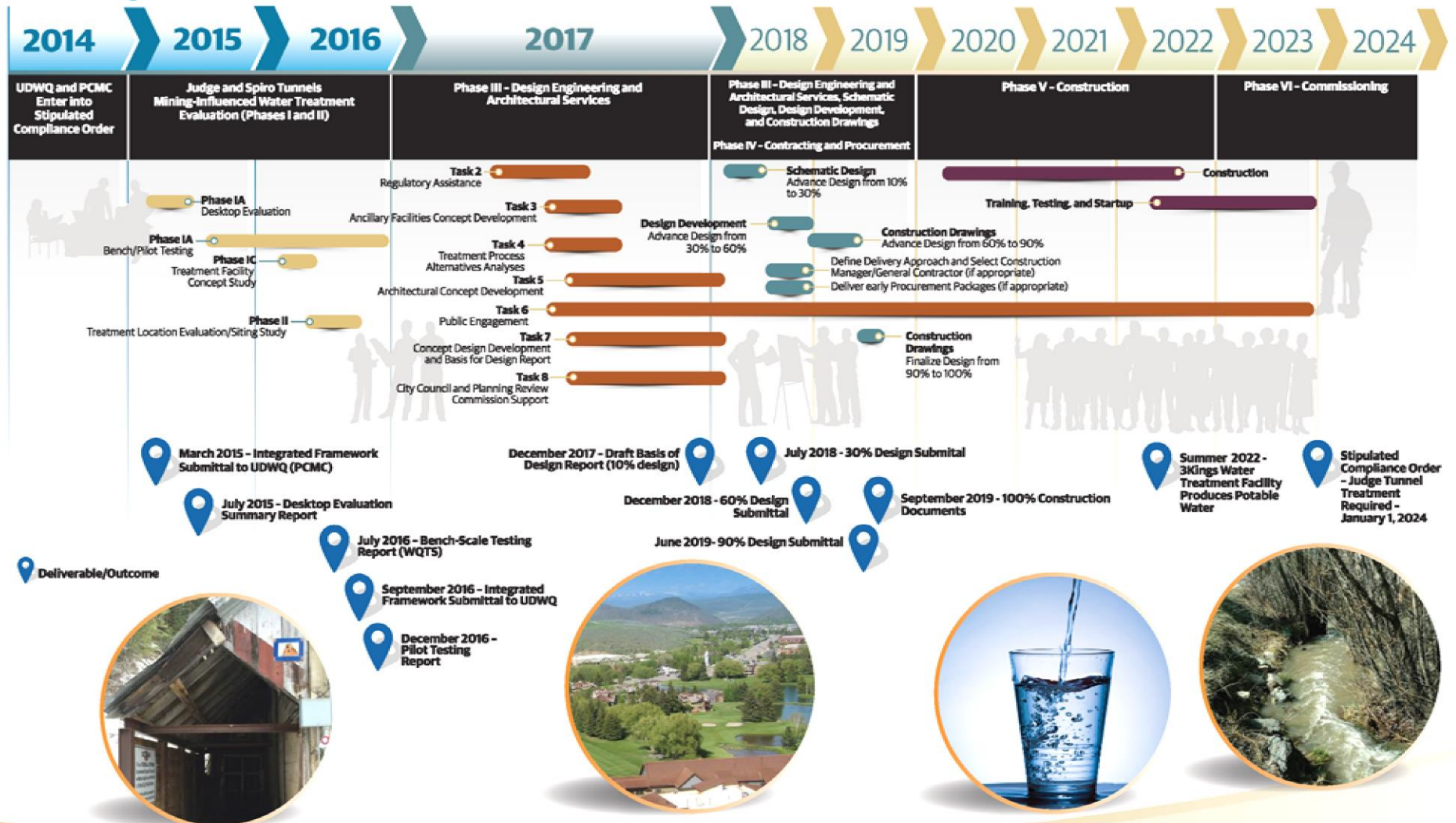
The proposed Project schedule meets the requirements of the SCO is presented in the following display and summarized below.

- Design complete – July 2018
- Planning Approval – September 2018
- Pre-Construction Services Contract Award – February 2019
- Demolition of Existing Facility – October 2019
- Golf Maintenance completion – Fall 2019
- Construction – November 2019 to September 2022
- Start-up and Commissioning – October 2022 – October 2023

Proposed Project Schedule

3 Kings Water Treatment Facility

Road Map Schedule



Concept Design Considerations

The selected water treatment process, which is required to meet both drinking and stream water discharge requirements, differs from the existing SWTP and will require replacement of the existing treatment plant.

- A. Project improvements are located at the existing Spiro Water Treatment Plant site and requires demolition of the existing treatment facility
- B. Project requires the relocation of the Golf and Parks Maintenance Facilities and demolition of the existing buildings
- C. Relocated Golf Maintenance Facility is proposed to be positioned between the existing driving range and Hole No. 10 fairway
- D. Energy modeling and a life-cycle evaluation for building systems and treatment components
- E. Project will address energy reduction, optimization, and management opportunities to achieve Council goals.
- F. Key Design Considerations
 - Water Quality, Security, and Reliability
 - Worker Safety (including protected work zones from golf tee box and fairway activities)
 - Operations Efficiency
 - Sustainability and Energy Efficiency (including establishing building heating & cooling conditions based on use and occupancy, utilize natural lighting, low maintenance building interiors)
 - Energy production including micro-hydro
 - Neighborhood Safety
 - Aesthetic Compatibility with community and neighborhood
 - Viewsheds from adjacent buildings and trails
 - Golf Experience / Playability / building material to withstand golf ball impact
 - Light and Noise Trespass
 - Roof Reflectivity
 - Project access (consistent with current access location from Three Kings Drive)
 - MS4 (storm water) compliance
 - Wastewater discharge flow and constituent limitations
 - Drinking water transmission from the new facility
 - Raw water conveyance to and from the new facility
 - Golf course pond improvements to enhance water quality and water storage

Provided in **Attachment B** is the proposed **Concept Site Layout**. Site massing and architectural design concepts have been prepared by the project design team of CH2M (treatment facility engineer and architect) and Zehren and Associates (project concept architect). The Concept Design will be presented and key design considerations discussed in more detail during the Work Session.

Energy Critical Priority

Staff and the design team are currently reviewing the City policy which addresses sustainable design requirements for new City buildings larger than 3,000 square feet. Early in the Project Schematic Design (30%) Phase, staff will return to Council with a recommended approach to address the requirements.

Housing Critical Priority

Staff has carefully examined the proposed Project and has determined that the nature of the proposed facility, its' associated operations, the site layout and massing, and site security considerations are not compatible with on-site housing. Staff therefore recommends that housing not be provided at the site.

Pros of on-site housing

- Supports Council critical priority
- Provides additional housing for city employees and progresses toward Council's goal of 800 additional units by 2026.

Cons of on-site housing

- Incorporating housing into such a confined site would require a larger site footprint resulting in encroachment on the Golf Course or
- additional building height and massing with resulting impacts to adjacent property viewsheds
- Potential for increased security and health and safety issues.

Based on the current Housing resolution, the affordable housing requirements for both projects would total 14.18 Affordable Unit Equivalents (AEUs) or 12,758 square feet. This is calculated based on the additional square footage created by the project. Public Utilities staff has consulted with the Park City Community Development Department. The Housing Team understands the site concerns, and agrees that based on the concerns listed above, this particular site is not a good option for affordable housing. The proposed Concept Plan does not include on-site housing, but housing will have to be produced off-site to meet the housing requirements. Public Utilities plans to work with the Community Development Department to identify other locations where housing could be placed to satisfy these requirements.

Transportation Critical Priority

Staff has met with the Transportation Planning team, reviewed the proposed Project, transportation related considerations for this facility have not been identified.

Questions for Council:

- 1. Is Council supportive of the staff recommendation not to include housing as part of in the 3Kings Water Treatment Facility?***

2. Is the proposed 3KWTF Concept consistent with Council's vision for the use of the site and, based on identified Project concept, does Council support moving the 3KWTF Project forward into the Schematic Design phase?

Golf Maintenance Facility

Design and Construction of a new Golf Maintenance Facility

- Golf has selected a preferred location for the relocated facility
- Water has been working with Golf to develop a concept design and will support the design/approval process and construction of the new facility
- Housing Staff and the Golf Maintenance Team are scheduled to discuss in more detail the feasibility of incorporating housing within the new golf maintenance building. The goal is for the staff teams to agree jointly on a recommendation regarding housing for City Council to review and determine best action at a future meeting.
- The proposed **Golf Maintenance Facility Site Concept Plan** is provided in **Attachment C**.

Question for Council:

3. Based on identified Project concept, does Council support moving the Golf Maintenance Building Project forward into the Schematic Design phase?

Next Steps:

- Proceed with the development of the Schematic Design Phase scope of services and associated fee for the Project and process pertinent professional services agreement amendment with CH2M (engineer)
- Solicit for project support services such as site survey/platting and commissioning agents.
- Solicit for off-site related design services and process pertinent engineering professional services agreements
- Identify construction contract delivery approaches for the projects
- Golf Building Schematic Design to facilitate MPD/CUP

Department Review

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

Attachments

Attachment A – Previously Presented Staff Reports and Recommendations
Attachment B – 3KWTF Concept Site Plan
Attachment C – Golf Maintenance Facility Concept Site Plan

Attachment A –

Previously Presented Staff Reports and Recommendations

Staff has previously presented recommendations, relative to the Project, to City Council during the “New Business” and “Work Session” portion of regular meetings. Key project material previously presented at City Council meetings may be found at:

Water Conveyance – 2013 Pipelines Project – Segment B Construction Agreement (Judge Pipeline) – Construction Agreement – August 15, 2013:

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2193&Inline=True>

Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phase IA – Professional Services Agreement – CH2M, Inc. - March 19, 2015:

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=12&ID=1483&Inline=True>

Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation - Professional Services Agreement – First Addendum Phases IB-1 Engineering Services, CH2M Hill Engineers, Inc.– July 30, 2015:

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2063&Inline=True>

Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation – Phase IB-2 - Lease Equipment Agreement, Intuitech, Inc. – December 15, 2015:

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2082&Inline=True>

Intuitech Piloting Equipment Purchase Agreement (Phase IB-2): February 25, 2016

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2092&Inline=True>

Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation - Professional Services Agreement – Second Addendum Phases IB-2 and IC Engineering Services, CH2M Hill Engineers, Inc. – February 25, 2016:

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2092&Inline=True>

Judge and Spiro Tunnels Mining-Influenced-Water Treatment Evaluation Phases IB-2 and IC Engineering Services - November 17, 2016:

<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2202&Inline=True>

3Kings Water Treatment Facility Phase III - Design Services Professional Services Agreement – CH2M, Inc. – May 25, 2017:

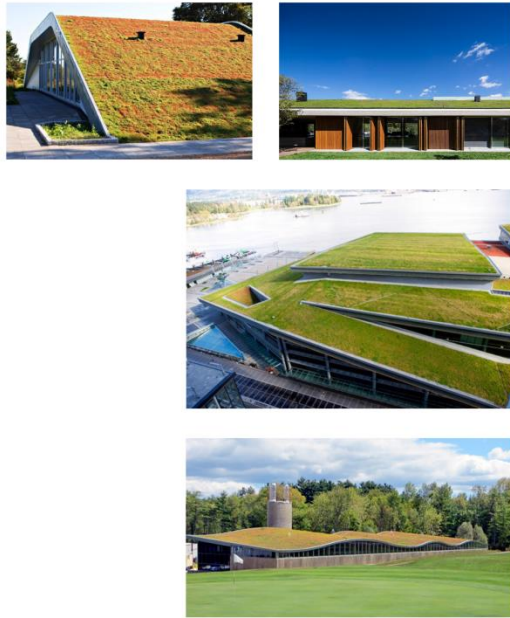
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=14&ID=2248&Inline=True>

PARK CITY 3K WATER TREATMENT FACILITY / GOLF MAINTENANCE FACILITY



Attachment C -

Golf Maintenance Facility Concept Site Plan



CHARACTER IMAGES



SITE PLAN - OPTION 1
NTS

PARK CITY 3K WATER TREATMENT FACILITY / GOLF MAINTENANCE FACILITY



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

The Historic District Grant program has largely been “on hold” since 2015 as staff considered amendments to the eligibility and administration of the Historic District Grant Program. In January 2017, the Planning Department contracted Kjersti Monson of Duval Companies to conduct a study of our Historic District Grant program and recommend changes for its administration.

During this joint City Council-Historic Preservation Board work session, consultant Kjersti Monson will be presenting her research findings and also hosting a facilitated workshop to solicit input from the HPB and City Council on criteria for awarding grants as well as the administration of the grants at that time. City Council will be reviewing the grant program revisions in the future and looking to the HPB for direction.

Respectfully:

Anya Grahn, Planner II



City Council Staff Report

Subject: Historic District Grant Program
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: November 16, 2017
Type of Item: Work Session– Joint Meeting with HPB

Summary Recommendation

Staff recommends that City Council hold a joint work session with the Historic Preservation Board (HPB) to review and discuss proposed amendments to the Historic District Grant Program and provide direction to staff on making amendments to the program.

Executive Summary

The Historic District Grant program has largely been “on hold” since 2015 as staff considered amendments to the eligibility and administration of the Historic District Grant Program. In January 2017, the Planning Department contracted Kjersti Monson of Duval Companies to conduct a study of our Historic District Grant program and recommend changes for its administration.

During this joint City Council-Historic Preservation Board work session, consultant Kjersti Monson will be presenting her research findings and also hosting a facilitated workshop to solicit input from the HPB and City Council on criteria for awarding grants as well as the administration of the grants at that time. City Council will be reviewing the grant program revisions in the future and looking to the HPB for direction.

Acronyms

HPB Historic Preservation Board

The Problem

On January 8, 2015, City Council approved changes to the Historic District Grant Program and adopted a policy to manage the grant program. Grants were to be used toward specific rehabilitation projects. Primary residents (either the homeowner or a full time renter) could be awarded up to fifty percent (50%) of total eligible construction costs, while homes which are used as a secondary-home or nightly rental could be awarded up to forty percent (40%) of total eligible construction costs. Commercial property owners are eligible for up to fifty percent (50%) total eligible construction costs. Grant applicants could receive up to 10% increased funding for those renovation projects that improved a site’s designation from “significant” to “landmark.”

A number of questions came up during the HPB’s and City Council’s review of two grant applications under the new provisions. Due to this, staff put the grant program “on hold” to work towards a resolution.

In January 2017, the Planning Department contracted Kjersti Monson of Duval Companies to conduct a study of our Historic District Grant program and recommend changes for its administration. A preliminary draft has been attached as an Exhibit A to this Staff Communication report. This document is still in draft form and staff is working with the consultant to include additional information.

Background

Much of the history of the Historic District Grant program has been outlined in the draft report prepared by Duval Companies (see Exhibit A); however, there are several key points to note:

- The Historic District Commission (HDC) developed and launched the Historic District Grant program in 1987, utilizing Redevelopment Agency (RDA) funds. The program was a dollar-for-dollar matching grant program designed to incentivize private investment through the injection of public dollars in an effort to maintain and preserve the Historic Districts.
- The scope of work covered by the grant funds evolved as the grant program matured. From 1987 to 1991, only exterior work was funded. Structural stabilization was included in 1992. By 1995, wiring, heating, and plumbing were included; however, the grant program later moved away from this as these items do not have a public benefit.
- In 2003, the annual application review cycle was replaced with year-round application reviews. This was a welcome change to property owners, but had the unintentional consequence of reducing the availability of funds and opportunities for press coverage of the program.
- Prior to 2006, grant recipients entered into a preservation façade easement with the City in exchange for grant funds. For an unknown reason, this was abandoned and a five-year lien was placed on grant recipient properties from 2006 through 2015; should the property be sold within five years of receiving the grant funds, the property owner repaid the city a prorated amount of the grant funds.
- In 2014-2015, changes to government accounting rules (GASB) no longer permitted the use of Capital Improvement Project (CIP) funds for properties the City did not own. The program was revised to require grant recipients to once again donate a preservation façade easement to the City in exchange for the grant funds. Additionally, the HPB would continue to review all grant applications; however, those grants exceeding \$25,000 would require City Council approval.

Following the approval of amendments to the Historic District Grant Program in 2015, the Historic Preservation Board and City Council reviewed grants for 943 Park Avenue and 264 Ontario Avenue. It was during these meetings that the HPB and City Council expressed the following policy concerns about the Historic District Grant program:

- How much and to what extent should the grant program cover the cost of

preparing Physical Conditions Reports and Historic Preservation Plans, both an additional requirement for historic sites going through the HDDR process.

- Whether or not the grant program would pay for the cost of materials and labor, or just the cost of materials. (It is important to note that most contractor quotes and invoices submitted for grant reimbursement have not delineated between the two.)
- Whether or not paint and roofing repairs should be funded by the grants as they are often considered routine maintenance.
- Difference between funding a basement versus a slab foundation. The HPB argued that the cost of the basement was greater because of the amount of excavation and construction of a full floor addition beneath the historic house (compared to just a concrete slab). The HPB requested that applicants submit two bids—one for a slab foundation and a second for a full basement. Even if the applicant were to pour a new basement foundation, the HPB wanted to only fund half the cost of the slab foundation; however, City Council found that the cost between the two types of foundation was not so great as to differentiate between the two. Rather, Council recommended the HPB to look at the issue again and consider developing a stand for a prorated contribution for a full basement.
- Whether or not grant funds should be used to cover the costs of temporarily lifting the house, bracing the structure, and excavation. City Council was supportive of covering the cost of this work.
- Whether or not there should be a cap on the size and number of grants approved each year.

For more details, please see:

March 4, 2015	HPB Reports (starting page 53) + Minutes (starting page 3)
July 30, 2015	City Council Reports (starting page 175) + Minutes (starting page 9)

The following selected links relate to passing the revisions to the grant program in 2015 (note that these reports include previous staff reports and minutes to the City Council and HPB):

October 9, 2014	City Council Report (starting page 81) + Minutes (starting page 3)
December 4, 2014	City Council Report (starting page 25) + Minutes (starting page 10)
January 5, 2017	City Council Report (starting page 20)

Analysis

During this work session, consultant Kjersti Monson will be presenting her research findings and hosting a facilitated workshop to solicit input from the HPB and City Council on criteria for awarding grants as well as the administration of the grant program.

- Eligibility of grant recipients
- Types of work that should be covered by the grant program
- Cap on the size and number of grants awarded each year

Staff will be meeting internally with our consultant on November 15th to discuss administration of the grant program. A final summary of the grant report and proposed changes for the program will be available at a future date.

Department Review

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

Funding Source

The historic district grant program budget includes two (2) special revenue fund budgets for both the Main Street and Lower Park Avenue RDA. The direction which has been provided by City Council was that historic preservation grants are a high priority for the City and the RDA. As part of the FY 2018 budget, Council approved funding within the LPA RDA special revenue fund at \$50,000 per year and the Main Street RDA special revenue fund at \$30,000 per year. It was recommended that total annual expenditures within the RDA's could exceed the budgeted amount only after approval by City Council, after an evaluation of the current revenue and expenditure of the RDA. Any adjusted budgeted amount within the RDA would be approved as part of the year-end budget adjustment process. City Council also approved an annual allocation from the General Fund for historic preservation grants. Funding from the RDA's must be used for grant projects within the respective RDA area; funds allocated in the General Fund must be used within the City.

The total annual budgeted amount available to the Historic District Grant Program is as follows:

Lower Park RDA (Special Revenue Fund)	\$50,000
Main Street RDA (Special Revenue Fund)	\$30,000
City Wide (General Fund)	\$47,000
 Total	 \$127,000

Attachments

Exhibit A – Draft Historic District Grant Report

Historic Grant Study

Park City
Planning Department

2017
Draft Version



www.parkcity.gov

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Set with Galaxie Polaris.

All photos are courtesy of Park City Planning Department unless otherwise noted.

The most current version of the Document is available for download at www.parkcity.org/departments/community-development/planning/xxxxxx.
Print copies may be purchased through Park City Planning Department (www.parkcity.org/departments/community-development/planning/).

Updates and addenda to the Historic District Guide will be posted on the Street Design Manual website at www.parkcity.org/departments/community-development/planning/xxxxxx.
Readers may register on the website to receive updates by email.



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Foreword from (Elected Official)

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John Hancock
Elected Official

Preface

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Bruce Erickson
Planning Department

Acknowledgements

Draft

Introduction

Park City has benefited culturally and economically from the community's longstanding dedication to heritage preservation. The initial success in 1979 of achieving national designation for the historic Main Street district, followed by the creation of a dedicated commission in the early 1980s (the Historic District Commission, which in 2003 was restructured as the Heritage Preservation Board) focused on preservation matters, led to purposeful and strategic public investments in restoration, enhancement, and interpretation.

It was the Historic District Commission that designed and implemented the Historic District Grant (HDG) program.

Because funds for the HDG program originated with the Redevelopment Agency (RDA) – which remained the funder for much of the life of the grant, there was an underlying framework of economic development thinking in the program's formation and administration. It was a dollar-for-dollar matching grant program designed as a public-private initiative, and was fully intentioned about the goal of incentivizing private investment through an injection of public dollars.

The overwhelming private response to the grant program over many years has resulted in hundreds of properties improved through **not** only investment of dollars, but through cultivation of knowledge and a culture

Historic Preservation has contributed to Park City's vibrant Main Street.



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of preservation. Applicant property owners entered into purposeful dialogue with the City and the HDC as they explored their options and achieved compliance with guiding preservation policies. Newspaper articles highlighted and interpreted significant renovation stories, and in so doing served to celebrate the town's history.

The Historical Society recognized achievements in heritage preservation with certificates and plaques. As more and more properties were renovated and took on new life as contributing properties, the downtown that was once considered "blighted" (cite article) became one of the most desirable places to live in the country – a place of great character and a viable second home option for many.

The overwhelming success of Park City's heritage-building investments, to which the Historic District Grant program has been a core contributor, has led to a different set of challenges and issues for the community. Policymakers are now wrestling with how to maintain affordability in housing, and how to retain local primary residents in light of the area's desirability as a second home and short term rental option.

The Historic District Grant has been a major player in the growth and success of Park City as a

tourist destination and a valued community. The program has had a long and illustrious life, with great success over many decades, and it has evolved over time. The grant program of today is not the same as the program that was launched in 1987. Levels of funding, types of grants, and eligible expenditures have all evolved numerous times over the course of the grant program's life, and the City has sensed that the program must evolve again to adapt to new community realities and to reflect current City goals.

The purpose of this study, commissioned and overseen by the Planning Department, has been to document the grant's history, understand and contextualize the grant through the lens of current priorities and conditions as well trends through time, and to make recommendations for how to shape the grant going forward so that it can continue to contribute to both the character and the values of Park City.

History

History of the Historic District Grant Program

In 1977, the Park City Redevelopment Agency was created with multiple goals in mind, most notably the improvement of Main Street. In 1979, as part of a burgeoning preservation movement, the City succeeded in having Main Street designated as a National Historic Site, and city leaders envisioned enhancements to downtown that would contribute to Park City becoming a recreational and touristic destination.

Under the same leadership who sought the National designation, additional historic residential and historic commercial zoning was put in place by the City over the next couple of years, and historic properties were identified. In 1981, the Historic District Commission was created by ordinance and given broad powers within the historic districts, including authority over the review and approval of building permits, demolition permits, and shaping preservation policy.



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Although there was significant interest in preservation and renovation in these early years, demonstrated through formal actions of government in ordinance and policy, there were very limited resources to undertake renovation

of historic properties. A headline on December 18, 1986 in the Park Record declared "Renovation is expensive, but it may be the only hope." The article laments historic properties in limbo – homes that are too run down to be rented or

Changing Priorities Over Time

The goals and criteria for the program changed over time. From 1987 to 1991, the grant was for exteriors only – intended to fund “physical improvements to the outside of the building so all residents would benefit.” In 1992, foundation and stabilization work became eligible. Wiring heating and plumbing became eligible expenditure in 1995. By 1997, critical structural and foundation work became the major focus and priority of the grant.

Funding levels and the number of grants also changed over time. The initial \$5,000 residential maximum and \$10,000 commercial maximum became \$10,000/\$15,000 respectively in 1998, and during that same year a \$50,000 “landmark” grant was offered for the first time. Grant maximums by type were eventually phased out and replaced by a common pool of allocated funds distributed to eligible and approved projects on a first come first served basis. This was one of the changes implemented under new grant governance put in place in 2003.

Changing Authorities & Governance for the Grant Program

In July 2003, in a sweeping set of actions disbanded the Historic District Commission and replaced it with the Heritage Preservation Board, which was given more limited authority. During this time, the City also streamlined and restructured other parts of government leading to the departure or dismissal of three department directors: community development, administrative services, and leisure services.

The HDC had become the subject of ire by many who claimed that the Commissioners held too much power to make subjective decisions, and that their authority was unchecked. Initial indications by elected officials that the Commission would be eliminated were not well received, however, and a restructuring by ordinance was pursued instead. In the restructuring, a new body was formed with diminished authority. City staff would now take on the authority to review and approve permit applications – a power previously held by the HDC. Demolition permit decisions in historic districts were shifted to an independent hearing board. The newly formed Heritage Preservation Board would retain the authority to shape city policy on preservation, and would continue to oversee the Historic District Grant program.

One of the first changes made to the Historic District Grant Program was to end the annual application and award cycle and replace it with year-round applications and awards, a change which remains a popular characteristic of the program today. Although the change was a welcome one for homeowners, it had the potentially unintended consequence of reducing opportunities for annual press coverage of the program.

In past years, reporters covered announcements of the upcoming deadline, informational meetings were organized in the weeks leading up to the deadline, metrics from the previous grant cycle were published (including fun facts like which street had received the most investment that year), and human interest stories were featured about very significant properties or projects renovated that

year. The annual cycle also inspired events and awards, for instance the Historical Society honoring the best projects with certificates and plaques at an annual event.

[Include more detailed coverage of relevant events and accomplishments in the years 2003-2016 based on City staff input to be solicited at Tech Adv Mtg end of August.]

Changing Rules & Priorities: the Next Evolution of the Grant

- Describe pertinent City and Board actions from 2014-2016 including noting the funding source change and actions of the HPB and Council to initiate a refresh on the program. Summary follows to transform into narrative:

In 2014 [verify year] changes to government accounting rules (GASB) resulted in a finding that the City could no longer fund capital improvement projects with Capital Improvement Project (CIP) funds for projects or assets the City does not own. Historic District Grants constituted capital improvement projects of this type. The Historic District Grant program was originally housed in the CIP and funded with the Main Street and Lower Park Avenue (LPA) RDA funds as directed by Council and included in the RDA resolutions. The funding questions raised in 2014 spurred broader questions about administering the program including a review of the application process and eligibility criteria, which reflected an interest in aligning the program more closely with other City priorities and objectives.

In 2012, City Council adopted the Park City 2030 Long Range Strategic Plan, and defined a set of priorities that reflected a significant policy focus on housing, transportation, and energy. The top priority identified was affordability. Staff and elected officials observed that Park City was becoming an expensive place to live, and, in particular, the historic districts were becoming popular second home communities where locals and primary residents were at risk of being priced out.

In a conversation with Planning Director Bruce Erickson, it was evident that this trend was perceived

as not only a housing challenge, but a vibrancy challenge. In addition to promoting an equitable and complete community, Erickson is focused on keeping a local influence on and around Main Street and elsewhere, noting that chains and franchises diminish the value of Park City as a place with a unique local flavor that tourists and residents both value.

To keep local influence vibrant, it's important to make it possible for primary residents, who comprise local business owners and the workforce that supports them, to remain in Park City, owning and operating authentic local establishments - not being

To keep local influence vibrant, it's important to make it possible for primary residents to remain in Park City.



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driven out by rising costs of housing. For many reasons, affordable housing is a major initiative of the City and a value that policymakers and staff seek to embed in public dollars expended.

Issues directly and tangentially pertinent to an update of the Historic District Grant program were fleshed out by staff with leadership at a Council working session on October 9, 2014. In a staff report to City Council, a recommendation was made for Council to review and adopt a new policy for the administration of the

Historic District Grant program. Staff brought the matter to the Historic Preservation Board on November 5, 2014. The HPB was asked to review recommended changes to the program, and to provide direction regarding the application process and policy for administration of the program.

At that time, the HPB approved the following changes, which began to reflect consideration of primary versus secondary homeowners and their eligibility to receive these grants:

Approved Changes

- Houses lived in by primary residents (those houses in which the homeowner or a renter lives in full time) be awarded up to 50% of their eligible costs, while homes which are to be used as secondary homes or nightly rentals (i.e. not lived in by the primary residents) be awarded up to 40% of eligible costs.
- Commercial properties will continue to be eligible for up to 50% of construction costs regardless of ownership.
- An additional 10% may be awarded to those property owners committed to renovating a significant structure to elevate its status to landmark.

Staff sought a positive recommendation from HPB to City Council on proposed changes, and on December 4, 2014, staff recommended to City Council that they review recommended changes and adopt a policy for administration of the program.

In January 2015, staff submitted a report to City Council consistent with this recommendation, and Council supported staff recommendations. Throughout 2015-2016, staff considered ways to adjust the

program in light of the funding question and adopted City priorities. On January 5, 2017, the following staff communication was made to City Council:

Since 1987, the Historic District Grant program has operated continuously with the support of City Council and the Historic Preservation Board (HPB). The Historic Preservation Grant program was originally housed in the Capital Improvement Project (CIP) and funded with the Main Street and Lower Park Avenue (LPA) RDA funds as directed by Council and included in the RDA resolutions.

With changes to the government accounting rules (GASB) in 2014, the City can no longer fund capital improvement projects with CIP funds for projects or assets the City does not own such as properties awarded grants through the Historic District Grant Program. In 2015, staff revised the Historic District Grant Program in order to reflect changes to the GASB.

Due to the concerns and feedback we received from the Historic Preservation Board (HPB) in early 2015-2016, staff has been analyzing ways in which to restructure the grant program. Planning is developing a proposal for a two-tier program that

implements smaller grants on an ad-hoc basis with specific criteria and a larger program with a once or twice per year competitive selection process. Staff will be returning to City Council in February with a model program that would enable the City to award smaller grant amounts up to \$10,000 while we continue to develop the program further for larger grant amounts. Planning has received one application for a larger grant (\$120,000) cost of work, of which we could reimburse the applicant up to \$60,000 (or half the cost) and has had discussions with a number of homeowners for smaller grants.

The Planning Department engaged Duval to document the grant's history, understand and contextualize the grant through the lens of current priorities and conditions as well trends through time, and to make recommendations for how to shape the grant going forward so that it can continue to contribute to both the character and the values of Park City. This report is the outcome of that engagement, and is intended to inform staff and policymakers as they consider options and make decisions about the grant program in its next iteration.

Analysis

An analysis of history and trends was necessary to inform the process of defining the next iteration of the Historic District Grant Program. Considerations included consideration of Park City land value trends, a study of buying power of grant dollars over time based on costs of construction, ownership trends, economic impacts, and City and stakeholder values and priorities.

Sources and Methods

For this study, decades of parcel data from multiple sources was utilized, including Summit County, the City of Park City, and the US Census. Additional non-parcel data sources include the ENR Construction Cost Index, City staff reports, adopted plans and policies, and news archives (Park City Record) spanning 1979-2004. Finally, direct engagement was undertaken, including stakeholder interviews, a facilitated

workshop with leadership (to come), and a technical advisory meeting with key staff (to come).

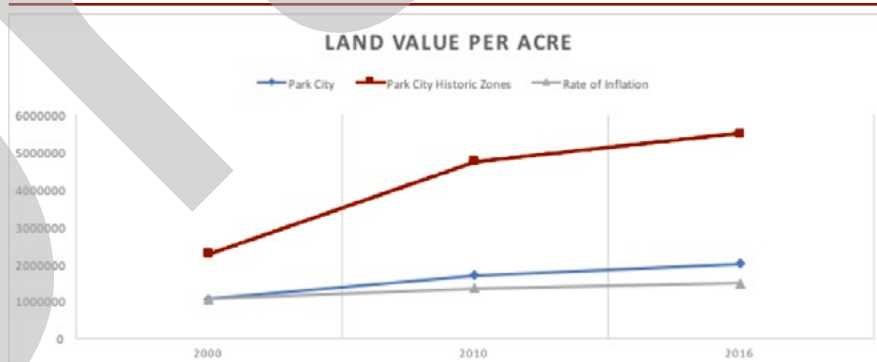
Observations

Research and outreach has led to useful observations about property values, income, ownership trends, economic impact of heritage preservation, and the grant's performance over time. A summary of findings follows.

Property Values Have Risen Faster than Inflation – Especially in Historic Zones

Property values have risen significantly in Park City, and they have risen more and at a faster rate in historic zones than in the city generally. Data from 1990 was too incomplete to analyze, but the trend of an ever widening gap is legible in an analysis of data from 2000-2016.

Property Values Have Risen Faster than Inflation Especially in Historic Zones



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Currently, the value of land in historic zones is nearly 10 times as valuable as the City average value of land per acre.

The City completed a housing assessment and plan in 2012 aimed at addressing growing challenges of affordability, and these issues have been raised by both City staff and stakeholders as an important

consideration in determining how to shape and administer the grant. Park City's investments in heritage preservation, as well as the benefit it has seen as a ski and resort destination, have created lasting value and appeal. Land value in Park City has outpaced the rate of inflation over decades, and land values in historic zones has risen at an even greater rate than Citywide.

Wealthy Households Comprise a Large Share of Total Households in Park City

Park City's median household income in 2015 was \$105,102, which is almost twice the US median income of \$53,889 and exceeds the median in the state of Utah (\$60,727) and Summit County (\$91,773). The median household income in Park City grew from \$90,567 in 2000 to \$105,102 in 2015, outpacing inflation by over 15%, while the US median household income shrank over that same period from \$79,542 in 2000 to \$53,889 in 2015.

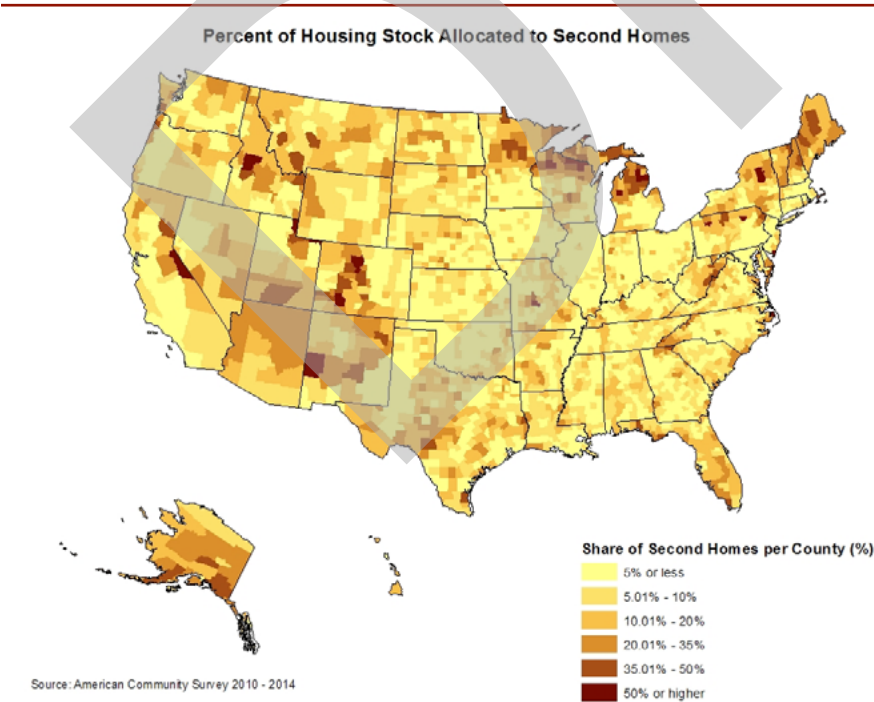
Households with income over \$200,000 per year comprise over 25% of households in Park City; by comparison, households earning over \$200,000 per year make up just over 5% of all households in the U.S.

Affordability of housing is a major concern of Park City leadership, who commissioned a housing study in 2010 and have since taken steps

to make the issue a policy priority. Deeper consideration of this issue is beyond the purview of this report, but it is included as an observation due to the interest of some stakeholders in addressing affordability goals in the expenditure of public dollars, including grant dollars.

Secondary Homeownership is a Factor

The National Association of Home Builders (NAHB) estimated from American Community Survey data that in 2014, the share of second homes among the entire U.S. housing stock was 5.6% . For those areas with robust second home markets like Summit County, there are pros and cons to having a much higher rate of non-primary owners. In a 2011 analysis , the Summit County Assessor found that more than half the homes in the County were in non-primary ownership. This places Summit County in company with other major second home markets, though still not breaking into the



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More than half of residences in Summit County are secondary

range of the top ten counties which range from 62% (Dukes County, Massachusetts) to nearly 80% (Hamilton County, NY) second homes.

According to the Assessor, the tax benefits garnered by the presence of second home owners are desirable, but are countered for some by a sense of diminishing community cohesion. [Regarding graphic below: I have been unsuccessful in being able to depict the ratio of non-primary home ownership in Park City – we have challenges with the data set – if I cannot resolve it, I'll keep this stand-in; if I can, there will be more specific findings here]

Two themes pertinent to second home ownership rates have been specifically identified through outreach and engagement. One is about maintaining housing affordability so that Park City remains a complete community with a strong sense of local identity. The other is about ensuring that the City retains its authenticity and unique character through the viability of locally owned and operated businesses. If the owners of these vibrant establishments can no longer afford to be a resident of Park City, they could be lost and replaced by establishments with less interest in reflecting local identity.

These issues are a consideration of the Historic District Grant program design inasmuch as the City and the Heritage Preservation Board have directed that ownership type should inform levels of eligibility for grant support.

Economic Impacts of Heritage Preservation

PlaceEconomics, with the University of Pennsylvania, prepared a study for the Advisory Council on Historic Preservation (AHCP) in 2011 (updated in 2013) called Measuring Economic Impacts of Historic Preservation. The study proposes a number of metrics for use in placing economic value on heritage preservation, including:

- Jobs / Household Income
- Property Values
- Heritage Tourism
- Environmental Measurements
- Downtown Revitalization

The study outlines the definition and purpose of such metrics, as well as potential methods of analysis and reasoning for recommended approaches to developing the metrics. Detailed work on the subject of economic impact is beyond the scope of this study, and yet the economic impact of heritage preservation has been a substantial part of Park City's story and is important to observe in this context.

Metric Development

Leadership may wish to pursue the development of such metrics for Park City to guide future policy and to test several hypotheses that can be made based on a more casual analysis of the facts:

- Jobs have grown along with businesses, events, and resorts in Park City, and the City's investment in heritage resources like Main Street has contributed to that.
- Property values have grown in Park City in part due to heritage investments, with values in historic zones around 10 times as valuable as the City average.
- Tourism has boomed in Park City; natural resources and character-building heritage resources are both major contributors to Park City's appeal as a destination.
- Restoration of older properties contributes to environmental goals; it has building efficiency benefits as well as compact development benefits. Specific metrics for environmental/heritage preservation outcomes could be developed by Park City.
- Downtown revitalization was the original purpose that drove the RDA and HDC to pursue public investments in both infrastructure and heritage preservation in the 1980s. That trajectory has transformed historic Park City and created economic value.

The Buying Power of the Maximum Available Historic District Grant Award Outpaced the Cost of Construction

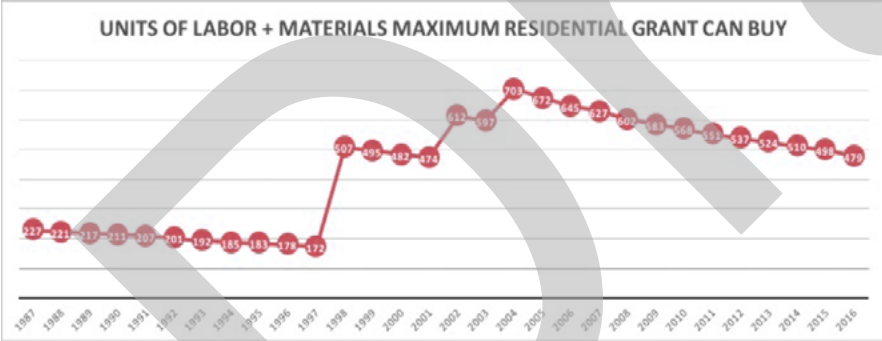
The average cost of construction nationally, according to the ENR Construction Cost Index (CCI), has risen by 2.37 times from the time of the grant’s launch in 1987 to the current day, meaning in short that it has become more expensive to build things. In 1987, the CCI was \$4,406 and by 2016 the CCI had risen to \$10,443.

Many stakeholders identified rising construction costs as a reason for the diminished perceived relevance of the grant program. However, the rise in construction costs over time was matched and exceeded by a more significant rise in the buying power made possible by maximum allowable grant awards over time.

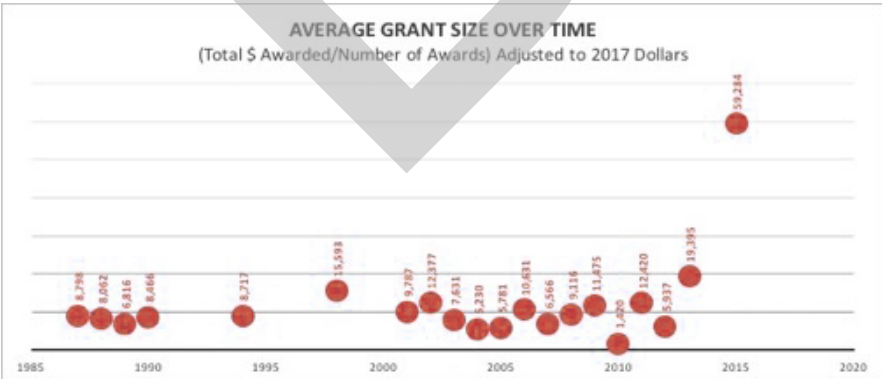
An analysis of historically maximum grant amounts, converted to Construction Cost Index buying power over time, demonstrates that the buying power of the maximum grant declined over the first decade, but then rose at a higher rate than construction costs due to rising maximum grant awards.

For approximately the first decade of the grant’s life, residential awards were capped at \$5000 and commercial at \$10,000. Both residential and commercial caps were raised to \$15,000 in 1988, then raised again in the early 2000s to \$20,000.

The current maximum award that the HPB can approve is \$25,000, though larger awards can be given with approval of Council. The buying power generated by these “raises” over time have enabled residents to buy more



Buying power decreased then was adjusted



Grant size has remained fairly consistent

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labor hours and materials in the latter life of the grant than they could in the early years - even accounting for the rising cost of construction.

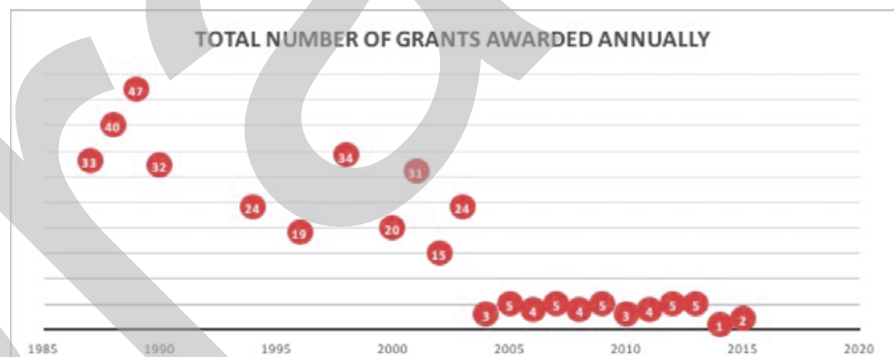
In the initial years of the grant, the total expenditure was spread over many small grants capping out at low maximums. For this reason, the average grant award (total grant value for a given year divided by the number of grants awarded that year) has been fairly constant over the years, with a slight trend upward.

Taken as a group, these findings are inconsistent with the prevailing assumption that the grant had more buying power in its early years. It would be more accurate to say that there were a larger number of grants

awarded in the early years, and that the impact of the grant to numerous properties was more widely known and publicized.

The grant leveraged significant private investment in hundreds of properties within the historic zones, and through regular coverage in the newspaper, raised the public consciousness about the value of the community's heritage. The result was a growing sense of common purpose and commitment to invest, which had a strong impact on the perceived appeal of these zones and their desirability for additional investment (new businesses, tourism, and programming).

The number of grants awarded annually dropped in 2003



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Engagement

One of the most useful sources of information for any study is community engagement. For this study, valuable insights were drawn from stakeholder interview subjects, “goals workshop” participants, and technical advisors. A summary of engagement outcomes follows.

Stakeholder Interviews

Eleven stakeholders were contacted by Duval Companies seeking interviews about the Historic District Grant Program, resulting in 7 interviews being conducted over two weeks in March 2017. Interview subjects represented differing expert or firsthand perspectives on the program, and included grant recipients, an architect, representatives of stakeholder organizations such as the Chamber of Commerce and Historical Society, and the oversight body, the Heritage Preservation Board.

Interview Questions

Interviewees were asked the following seven questions:

1. What is your personal experience with the Historic District Grant program?
2. Do you and your peers have a generally held perspective on the Historic District Grant program? If you were to take the temperature of peers on preservation matters, and specifically grants to properties for restoration, what would the general feeling be? Is it your opinion that the general view of you and your peers is shared by most people?
3. Have you experienced a process with the Historic Preservation Board? What are your thoughts about the role of the HPB?
4. What do you think is necessary for the City to understand in crafting revisions to the Historic District Grant program? What's most important and successful about the program and its goals, and what may need another look?
5. What criteria do you think are most important to include in evaluating the eligibility of an applicant?
6. Are there any difficulties to be aware of? Are there any ways that you feel the program has been mis-used in the past?
7. Can you share a success story about the grant?

Stakeholder Observations: General Themes

In answering each of the questions posed, common themes were touched on among interviewees. Themes included an assessment of the program's value, comments on the process, and ways that the program could be improved. A summary of "interview takeaways" on these broad themes follows. Detailed interview notes with answers compiled for each of the interview questions can be found in Appendix [INSERT].

Perceived Value of the Historic District Grant Program

- The program is valued by those that have used it – however, most people don't really know very much about the program.
- On the commercial side, property owners are one step removed from the issue. Business owners have a stake in the character of Main Street, but they are renting – the property owners are one step removed.
- Preservation is a commonly held value, but issues like affordability and transportation are potentially more pressing topics today.

Success of the Historic District Grant Program

- It was very successful 20 years ago when it supported local people trying to invest in the community and build their own equity as residents. Created a sense of personal pride and investment.
- It is still useful, but due to rising construction costs, it's not as much of a carrot as it used to be.
- It is still useful, but due to rising home values and changing demographics (rising numbers of millionaire second home owners in Oldtown), the grant is not serving the purpose it once did.
- It contributes to historic character, which is very important to people. Historic home tours and historic home dinners are very popular.
- Preservation contributes to sustained stable property values and economic value for tourism.
- One inadvertent negative outcome of the improved historic district is that locals get pushed out due to high property values and nightly rentals.

Ease and Value of Participating in the Program

- Homeowner interviewees who had participated directly in the program thought it was worth it, and stated that it was not an unreasonable process to go through for their project.
- It was observed that many property owners of historic properties would view the grant amount as inconsequential, and could take it or leave it.
- Many people either don't know about the program or don't bother to apply because of the sense that it will be a lot of work.
- Professionals who had some history with the program cautioned about avoiding leaving room for subjective decision-making by governing entities.
- It is perceived as a benefit to homeowners that grants are awarded as reimbursement at the end of the process, since there are often unanticipated costs along the way.

Recommended Improvements

Interviewees had recommendations about program goals, grant award amount, criteria/eligibility, and administration.

Definition of Goals

- Restate the goals of the program in a way that's relevant to today. There is a perception that the people who own historic properties are well off and don't need grant assistance.
- The original goal was to support Park City residents and to restore homes in need of work that otherwise would not be restored. There is general agreement among interviewees that this dynamic has changed along with the demographics and property values in Oldtown.
- Enhance and sustain Oldtown in a way that contributes to the city's economy, increasing tourism and economic value.
- Ensure that Oldtown retains its character by preserving historic structures, and offering interpretive opportunities.
- Focus the dollars on incentivizing higher levels of quality than are required by minimum compliance, for instance, incentivizing wood windows rather than vinyl windows, by making windows a grant eligible improvement.
- Using the defined goals, make a clear framework for decision-making by City staff, the HPB, and users.
- Clearly stated goals and criteria should be defined to manage homeowner expectations and avoid the perception of subjective decision-making.
- A point system should be developed.
- Staff and commissioners should be trained.

Size of Grant

- There is a common perception that the grants are small and inconsequential to historic property owners. There was consideration of making grant awards larger, reflecting today's real costs and home values.
 - Typical grant amounts currently available will not get any project over the "but for" hurdle. Most people doing these projects today are not going to be swayed by a \$10,000 grant. One respondent suggested that \$40-\$50,000 would be a meaningful grant level.
- The grant is valued by homeowners doing smaller projects like roof work, or those doing the work themselves who are less impacted by rising costs of construction.
- It was suggested that a case could be made for increased public investment by measuring the amount of private investment that has been spurred by public dollars.
- There was consideration of making the grant "smarter" to be more of an incentive to achieving specific "above-minimum requirements outcomes."
- Doing things above minimum requirements costs more for homeowners, and having an incentive to do so would drive higher quality outcomes.

Criteria

There is a general sense among interviewees that awarding grants to those who do not need public assistance to make their renovation feasible is not ideal, but there is little consensus about how to address the issue. Some interviewees felt that although there may be a perception issue, the grant is not a social program and the real goal is to save and improve historic stock – so who owns the property is a secondary issue.

Other interviewees discussed the possibility of means testing as criteria for eligibility. Some observed that the grant is simply a non-issue in the calculus of a second home buyer who is planning a million-dollar renovation, so perhaps trying to “tune” the grant based on this factor isn’t necessary.

Eligibility

- Respondents pondered whether the City could identify homes that remain to be restored, assess the kind of work they need, and seek to understand why owners are choosing not to do the work. This may help to define criteria, and to design the grant to assist.
- The question was posed: How should the City create criteria for eligible types of work – for instance, should the focus be on work that really contributes to saving a building like foundation work, structural, or roofing? Or should it be the opposite – focusing on work that incentivizes above minimum standard details, like windows and trim?
- The question was posed: Should the City consider tear-downs that are restored as eligible?
- The question was posed: Should the grant privilege local primary residents over second home owners, or should it merely focus on property restoration, with no preference for characteristics of ownership? It was observed that a lot of locals are moving out of Oldtown, and that the community has changed in ways that the grant will not reverse.

Administration

- Interviewees encourage the City to make sure resources are available year-round.
- Include as much staff-level decision-making about eligibility and so on as possible to avoid uncertainty going in to the Heritage Preservation Board process.
- Establish very clear and specific language defining what decisions need to be made by the HPB (and conversely, what is not the purview of the HPB, including design), and establish an objective path to making decisions.
- Provide training to HPB members on their specific authorities, and on the Park City Historic District guidelines that they are to apply to their decisions; also, ensure that there is common understanding by Board members of the fact that the National Park Service guidelines are different, more stringent, and not required.

Goals Workshop with City Leadership

Results of workshop will be summarized here.

Issues Identification with Staff & Technical Experts

Results of technical advisory meeting will be summarized here.

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Summary of Observations from Research and Engagement

A number of high level observations were derived from a review of the grant's history (as documented in news archives), trends discernible in an analysis of City and County data, and themes identified through outreach and engagement with staff and stakeholders.

1) THE PRIMARY OBJECTIVE OF THE GRANT IS THE RESTORATION OF HISTORIC PROPERTY.

The grant should focus first and foremost on what it was designed for: restoration of historic properties; but because there is a strong desire for all public dollars spent to contribute to adopted City Council Priorities and Goals, the application process could incorporate other values through the use of "bid enhancement goals.

- a) Preserve the stock
- b) Support permanent residents
- c) Support transient residents
- d) Consider other enhancement goals

2) THE GRANT PROGRAM IS A PUBLIC INVESTMENT THAT SHOULD CONTINUE.

The grant is perceived as valuable by those who have participated in the program, and should continue to be made available. However:

3) PUBLIC AWARENESS OF THE GRANT SHOULD BE EXPANDED.

There is very low awareness of the grant compared to what is evidenced in the early years; note that the grant became much less visible (both as a news item and in terms of the number of awards given) after the restructuring in 2003 when the HDC was disbanded. Strategies such as hosting public information sessions, soliciting news coverage to report on metrics or highlight subject properties and owners, and giving awards, could be re-introduced.

4) YEAR-ROUND APPLICATIONS & AWARDS ARE DESIREABLE.

The grant shifted from being a once-per-year application and award program to being open to applications year-round in 2003. Consensus is that it should continue to be available year-round.

5) THE BUYING POWER OF GRANT DOLLARS HAVE REMAINED CONSTANT OVER TIME.

The buying power of the maximum residential award today exceeds the buying power of the maximum residential award in the first decade of the grant's life, calling into question the prevailing assumption that more funds are needed per grantee to make the grant relevant.

- a) Engagement topic that will inform Recommendation: what should drive the total budget allowance for grants each year, the size of awards, and the number of grants given, in light of today's priorities and values?

Summary of Observations from Research and Engagement**6) THE GRANT CAN BE DESIGNED TO ENCOURAGE BETTER-THAN-MINIMUM-COMPLIANCE OUTCOMES.**

The grant is not perceived to meet the “but for” test for most renovations today. It will not be a significant factor for homeowners in deciding whether a renovation happens or doesn’t happen, but depending on the design of the program, it could influence the standards by which certain design and construction decisions in the renovation are made (such as choosing details and finishes that are higher quality than minimum standards require).

7) APPLICANTS DESIRE CLARITY ON FUNDAMENTALS.

There is a perceived need for more clarity during the process, especially on these matters:

- a) Available Funding at Any Given Time
- b) Detailed Criteria for Approval by the HPB

8) TRAINING & EDUCATION WILL ENHANCE OUTCOMES.

Education and training could enhance the success of the program and its outcomes; consider the following:

- a) Train Heritage Preservation Board members on the Board’s authorities, and on the proper policy standards to apply in making decision to approve or not approve a project.
- b) Train contractors and building professionals in policies and practices pertinent to heritage preservation, and provide certification with regular renewals.
- c) Educate the public about the value of heritage properties, and contextualize heritage properties in the story of the City’s history.
- d) Assuming the City introduces a certification program, inform applicants about City-certified building professionals.

9) THERE IS NOT CONSENSUS ON APPLICANT ELIGIBILITY PRINCIPLES AT THIS TIME

How does the grant program view owner type and wealth of applicant?

An Analysis of Comps Pertinent to Key Objectives

This section will summarize considerations based on an analysis of relevant comps. Goals include increased awareness about historic Park City and its preservation goals through the City's website and coordinated programming; and the establishment of classes and training for both residents and contractors; a certification program for contractors should be considered. Discussion of:

- FHA (stipulated sum agreements; certification)
- Aspen (website; benefits; contractor certification)
- Denver (classes & workshops; resource materials storefront; member-driven funding)

[Still working on this – limiting analysis of Comps to those areas we will develop recommendations for – will be informed by research, enagement and technical advisory meeting]

e.g. relevant lessons from Aspen pertaining to some of the observations in Park City:

Stipulated sum agreements (transparency and predictability of funding)
Certification program (training & education observation)

Recommendations

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DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

The County Council Members would like to update the City Council on their activities and projects, and provide a preview for upcoming budget activities. They would also like to field any questions with regard to activities of the County.

Respectfully:

Michelle Kellogg, City Recorder

SUMMIT COUNTY REPORT

TO: Park City Council
FROM: Summit County Council
DATE: September 27, 2017
SUBJECT: County update regarding strategic plan,
projects and facilities, 2018 budget & revenue and East Side code



The County Council Members would like to update you on their activities, projects and provide a preview for upcoming budget activities. They would also like to field any questions you might have in regards to activities of the County.

STRATEGIC PLAN UPDATE:

- Transportation & Congestion
- Workforce Housing
- Environmental Stewardship
- Refine County General Plans and Development Codes
- Mental Health/Substance Abuse Access to Services

PROJECTS AND FACILITIES UPDATE:

- County Fairgrounds
- Kamas Services Building
- Chalk Creek Road

2018 BUDGET AND REVENUE:

- Summit County will have to cut programs and service levels that are supported by the general and municipal services property tax revenues in order to adopt a balanced budget unless property tax rates are adjusted to account for the inflationary pressure and less “new growth” than has supported service levels in the past.
- At the County Manager’s recommendation, the County Council will go through a truth in taxation process.
- Through truth in taxation process, Council invites residents to attend a public meeting scheduled October 11, 2017, or a public hearing scheduled both December 6, and December 13, 2017. The purpose of these meetings is to educate everyone about the proposals and to provide a forum for public input.

EAST SIDE CODE UPDATE

- What has been accomplished this year
- Actions that are pending before the end of the year

QUESTIONS, CONCERNS



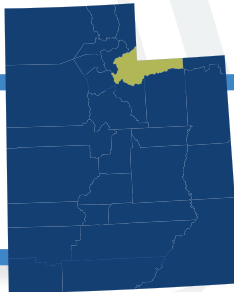
SUMMIT COUNTY FACES AN IMPORTANT DECISION

THE PROBLEM

County revenues from property taxes are not sufficient to meet essential and growing community needs.

- **Inflation has drastically reduced our purchasing power.**
 - The cost for quality services and programs continues to rise, but property tax revenues are not increasing.
- **Population growth has slowed and residential permits are down.**
 - Summit County is a vibrant community with a growing economy and workforce. But consistently low residential and commercial building permits has caused decreasing "new growth" revenues each year.
- **Budget expenditures have grown to meet increased community needs/demands.**
 - The County has also taken advantage of opportunities to "pay as you go" to fund capital projects like the Kamas Services Building and the Cline/Dahle project.

The County has the lowest tax rate of all 29 counties in Utah.



Summit County has not increased the property tax rate for the General fund for more than 30 years.

WHY IS THIS IMPORTANT?

Property tax revenues are essential to providing basic services for residents, and continuing our progress in the areas of environmental sustainability and other valued programs.

- **Summit County receives 15% of the overall property tax revenue collected. That revenue funds the General and Municipal funds which support the following services and programs:**
 - Law enforcement
 - Waste collection
 - Basic antenna television service
 - Snow plowing
 - Corrections
 - Youth recreation
 - Road maintenance
 - Library
 - Community development and planning
 - Ambulance service
 - Public health





PROPOSED SOLUTION

County staff is recommending a \$4.1 million increase to the Municipal and General funds to address the impacts of inflation and maintain expected service levels in the community.

- The average home owner will see an **increase of 5.5-7%** on their property tax bill.



TRUTH IN TAXATION

- This 27% increase in revenue triggers a “truth in taxation” public hearing process. The County Council votes on the recommended increase.
- Residents are encouraged to learn about or comment on the proposed increase at an upcoming public meeting or public hearing scheduled for:
October 11, 2017 December 6, 2017 December 13, 2017
- The Utah Taxpayers Association recommends that taxing entities raise rates through truth in taxation every five to eight years to address inflation.

RISKS OF NOT ACTING

Without a rate increase, the County will be required to slow progress in key areas and implement cost-saving measures which could impact basic services.

- Impacts to basic services like law enforcement and road maintenance
- Defer needed projects in waste collection and the Sheriff’s Office
- Reduction in access to mental health programs
- Impacts to staff wages and benefits
- Slowed momentum in areas such as workforce housing and environmental sustainability





DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City Municipal's mission statement is "Evolving & Sustaining a Complete Community." This was developed at the 2016 Council Retreat and gets to the heart of what the City is striving to do. A complete community strikes a balance between sustaining an exceptional quality of life and managing a thriving mountain town, while continuing to preserve and enhance the natural environment. A complete community is engaged with their government, which is, in turn, engaged with the public. Through community engagement the City Council has identified three critical priorities: Energy, Transportation, and Housing. A critical priority is one where if we do not change the trajectory of the priority, the result will likely be a significant negative community impact. The City believes that by striving to make significant progress in these three areas our town will be more complete.

Respectfully:

Jed Briggs, Budget Operations Manager



City Council Staff Communications Report

Subject: Quarterly Critical and Top Priorities Update
Author: Jed Briggs
Department: Budget, Debt, & Grants
Date: 11.16.17
Type of Item: Informational

A Complete Community

Park City Municipal's mission statement is "Evolving & Sustaining a Complete Community." This was developed at the 2016 Council Retreat and gets to the heart of what the City is striving to do. A complete community strikes a balance between sustaining an exceptional quality of life and managing a thriving mountain town, while continuing to preserve and enhance the natural environment. A complete community is engaged with their government, which is, in turn, engaged with the public. Through community engagement the City Council has identified three critical priorities: Energy, Transportation, and Housing. A critical priority is one where if we do not change the trajectory of the priority, the result will likely be a significant negative community impact. The City believes that by striving to make significant progress in these three areas our town will be more complete.

The organizing principle behind identifying the priorities was to create a critical path forward where everyone understood what it would take to get to a solution in these areas—to bring high focus to issues the City needs to "get right" and to be able to see substantive progress by highlighting and continually discussing them monthly. Council reviewed and updated the priorities in their 2017 Council Retreat and act as the "marching orders" for the year, where Council would like to see a more detailed or specific plan of action. This action plan may include a new direction, plan, or resources in order to achieve Council's goals.

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

The priorities are found on the City's [Strategic Planning page of the website](#). They are broken down between Critical and Top priorities. Council can click into the website to see all of them or just click on the individual links below to see the most up-to-date progress on these priorities:

Critical Priorities

If we don't get these right, it could have a significant negative impact on our community:

Transportation: Congestion Reduction: Local and Regional

Energy: Conservation, Renewable Energy, Carbon Reduction & Green Building Incentives

Housing: Middle-Income, Attainable, and Affordable Housing

Top Priorities:

City Council would like to see significant progress on these:

[Community Engagement](#)

[Regional Collaboration](#)

[Diverse Community Participation](#)

[Environmental Health](#)

[Open Space Acquisition](#)

[Conservation of Natural Resources](#)

[Lower Park Avenue Redevelopment Plan](#)

[Historic Preservation](#)

[Arts & Culture](#)

[Citizen Well-Being](#)

[Strategic Planning Web page](#)

TRANSPORTATION

A PARK CITY COUNCIL CRITICAL PRIORITY



KEEPING PARK CITY MOVING

Park City Transit & Transportation is designing and implementing an integrated system of trails, buses, roads, and alternative transportation options. We are committed to providing transportation access to all residents and visitors, preserving our small-town character, and meeting our net-zero carbon goals.

GOAL	DEVELOP AND MAINTAIN A SAFE, ENERGY-EFFICIENT, AND INTEGRATED MULTI-MODAL TRANSPORTATION SYSTEM
REDUCE	ENERGY CONSUMPTION SINGLE-OCCUPANCY VEHICLES VEHICLE MILES TRAVELED
IMPROVE	AIR QUALITY CUSTOMER SERVICE SAFETY
ENHANCE	ACCESS TO TRANSPORTATION CHOICES SMALL TOWN CHARACTER TRANSPORTATION DEMAND MANAGEMENT TRANSIT ROUTES AND OPTIONS
PROGRESS	ELECTRIC XPRESS FREE CARPOOL PARKING FREE TRANSIT GUARANTEED RIDE HOME KAMAS COMMUTER SERVICE PARK & RIDE PC-SLC CONNECT SERVICE ROAD IMPROVEMENTS SUMMIT-BIKE SHARE TRAFFIC MITIGATION PROGRAM

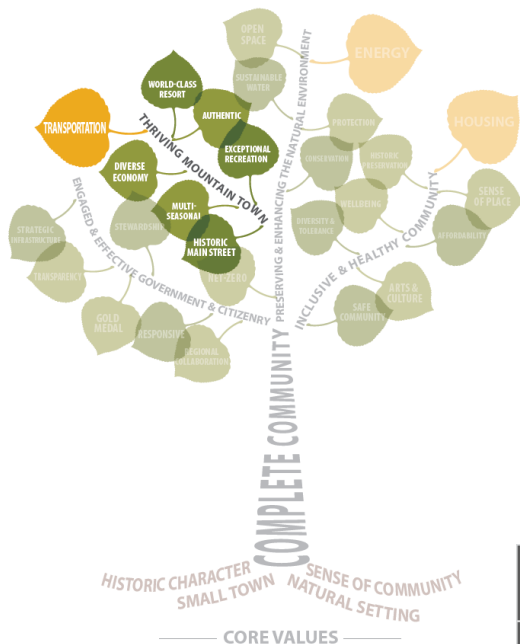
CONGESTION REDUCTION, LOCAL AND REGIONAL

Our Value Statement:

Develop and maintain a safe, energy efficient, and integrated multi-modal transportation system

Progress Report: Q1.FY18

LONG-TERM STRATEGIC PLAN



HISTORIC CHARACTER
SMALL TOWN
SENSE OF COMMUNITY
NATURAL SETTING

CORE VALUES



Goals:

- Reduce vehicle miles traveled
- Reduce single occupancy vehicles
- Use new approaches and emerging technologies
- Involve stakeholders early in decision-making process
- Provide engaging customer service to patrons and staff

Accomplishments:

- Developed and implemented peak day and special event traffic mitigation plans
- Regional and local E-bike share stations
- Added & enhanced routes (224 and Kamas)
- Expanded PC-SLC Connect service
- Created demand-based parking plan/cost grid
- Installed variable message boards

Next Steps:

- Plan and construct Phase 1 of SR-248 for corridor improvement
- Implement demand-based parking
- Implement traffic signal priority for Transit
- Design and improve wayfinding signs
- Create and implement incentives to reduce parking
- Update Transportation Master Plan
- Put out RFP for more electric buses
- Develop and adopt complete streets ordinance/policy
- Update and maintain Transportation/Parking websites/mobile apps

Key Performance Indicators

(National Citizen Survey Data)	Percent rating positively			2017 rating compared to 2015
	2013	2015	2017	
Travel by public transportation	89%	84%	79%	Lower
Travel by car	66%	53%	49%	Lower
Public Parking	50%	35%	25%	Lower
Traffic flow	61%	41%	27%	Lower
City's Performance of Transportation	n/a	n/a	39%	n/a

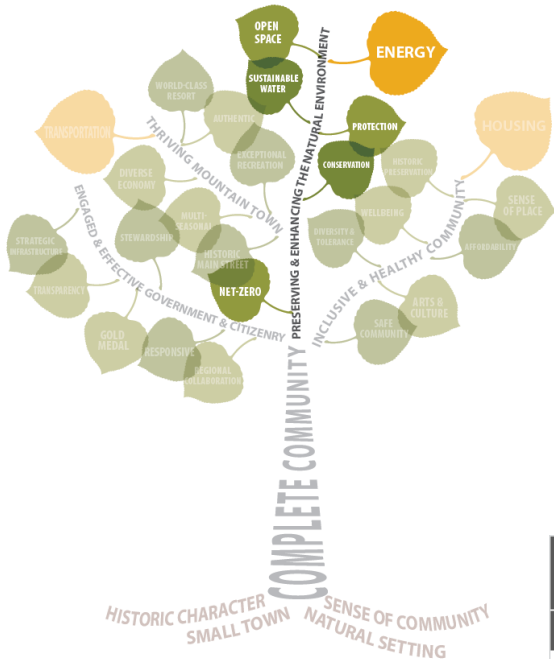
CONSERVATION, RENEWABLE ENERGY, CARBON REDUCTION & GREEN BUILDING INCENTIVES

Our Value Statement:

Conscientious energy consumption and continuously evaluate opportunities to reduce carbon footprint

Progress Report: Q1.FY18

LONG-TERM STRATEGIC PLAN



Goals:

- Net-zero City
 - by 2022 for City Operations
 - by 2032 Community-wide
- Optimize operational and equipment efficiency
- Reduce Environmental Impacts and Carbon Footprint

Accomplishments:

- Defined net-zero carbon and ways to measure it for City operations and community-wide
- Completed carbon footprint inventories for City operations and community-wide
- Created tool to quantify PCMC's carbon sinks and sequestration
- Identified locations and ongoing implementation of tree planting program to boost municipal carbon sinks

Next Steps:

- Develop, present, and disseminate net-zero communication plan
- Create a new policy for buildings and facilities built using City funds
- Report on carbon footprint inventory
- Renewable Electricity Engineering Study
- Update Council on utility progress
- Create Carbon Sink Plan (community-wide)
- Create a zero waste special event policy
- Create platform of engagement
- Create joint comprehensive EV plan
- Development pathways to get to net-zero
- Draft Climate Action Plan to get to net-zero

Key Performance Indicators

Percent rating positively

Trend

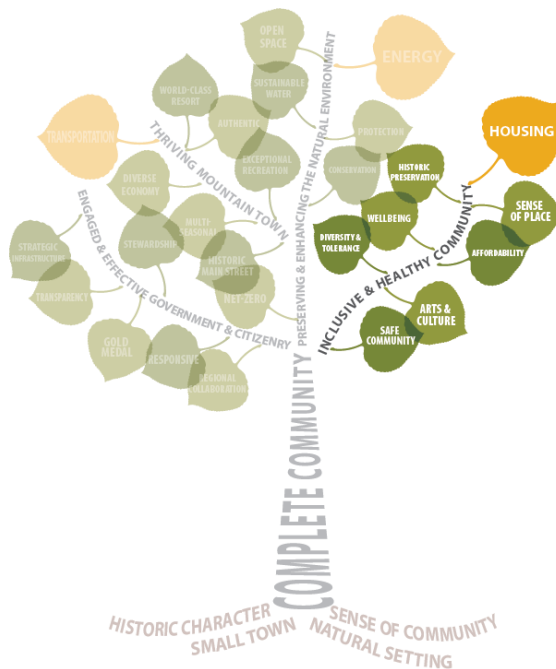
(National Citizen Survey Data)	2013	2015	2017	Trend
Recycling	68%	70%	75%	Positive
Made efforts to make your home more energy efficient	74%	83%	80%	Positive
Recycle at home	89%	96%	97%	Positive
City's Performance on Energy	n/a	n/a	74%	n/a
(Internal Performance Measures)	2013	2015	2017	
City's carbon emission (in tons)	19,500	19,400	16,698	Similar
Percent Reduction of Municipal CO2 Emissions	n/a	12%	TBD	n/a
Percent Reduction in Municipal Electricity Use	n/a	8%	TBD	n/a
Percent Reduction of Municipal Natural Gas Use	n/a	-8%	TBD	n/a

MIDDLE INCOME, ATTAINABLE & AFFORDABLE HOUSING**Our Value Statement:**

Facilitate a range of affordable, quality housing opportunities that meet the life-cycle needs of persons at all economic levels

Progress Report: Q1.FY18

LONG-TERM STRATEGIC PLAN

**Goals:**

- Evaluate and update affordable and attainable housing price point and product needs annually
- Demonstrate progress on Housing Pipeline funded projects
- Utilize regulatory avenues to provide incentives to private developers
- Maintain ongoing communications with local stakeholders to identify partnerships & process improvements

Accomplishments:

- Completed revisions to Deed Restriction template and Housing Resolutions
- Completed "target household" profile
- Updated Housing Resolution to match current issues
- Instituted fee waivers for affordable housing projects
- Created internal Core Working Group and external with Summit County

Next Steps:

- Complete development and sell of eight new homes at 1450-1460 Park Avenue
- Complete the design for higher density units at Woodside Park
- Create a housing development/compliance tracking report
- Code updates in support of affordable housing development
- Update the City's housing page to make sure info is up-to-date & user-friendly
- Clarify parking policy and codes

Key Performance Indicators

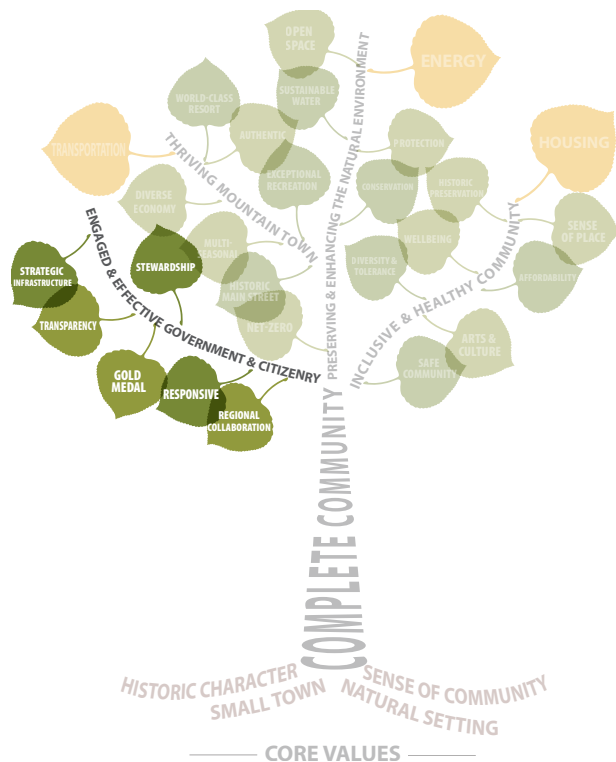
	Comparison to other communities			
(National Citizen Survey Data)	2013	2015	2017	2017
Affordable quality housing	23%	22%	15%	Much lower
Housing options	42%	30%	19%	Much lower
Performance of City on Housing	n/a	n/a	24%	n/a
(Internal Performance Measures)	2013	2015	2017	2016
Number of units built to achieve Council's goal of 800 units by 2026 (starting in 2016)	n/a	n/a	TBD	n/a
Percentage of Park City workforce living within Park City School District boundaries	n/a	n/a	TBD	n/a
Number of deed restricted affordable housing units in Park City	n/a	n/a	TBD	n/a

Progress Report: Q1.FY18

Our Value Statement:

Transparent, concise, consistent dialogue between PCMC and our community, while increasing involvement

LONG-TERM STRATEGIC PLAN



CORE VALUES



Goals:

- Early & Ongoing Community Involvement
- Transparency & Accountability
- Inclusiveness
- Increased Participation
- Innovation & Measurement
- Balanced Perspective
- Active Listening
- Simplicity & Clarity

Accomplishments:

- 2018 Citizen's Budget
- Council Community Outreach Series
- Comprehensive Stakeholder Outreach Campaigns
- Creation of City Project/ Initiative webpages

Next Steps:

- Council Priority Infographics
- Internal Communications Tool Kit
- Internal Communications Workgroup
- Online Community Engagement Platform
- Stakeholder Outreach Campaigns
- Transportation Overview Community Presentations
- Website Improvements
- Spotlight Video Series

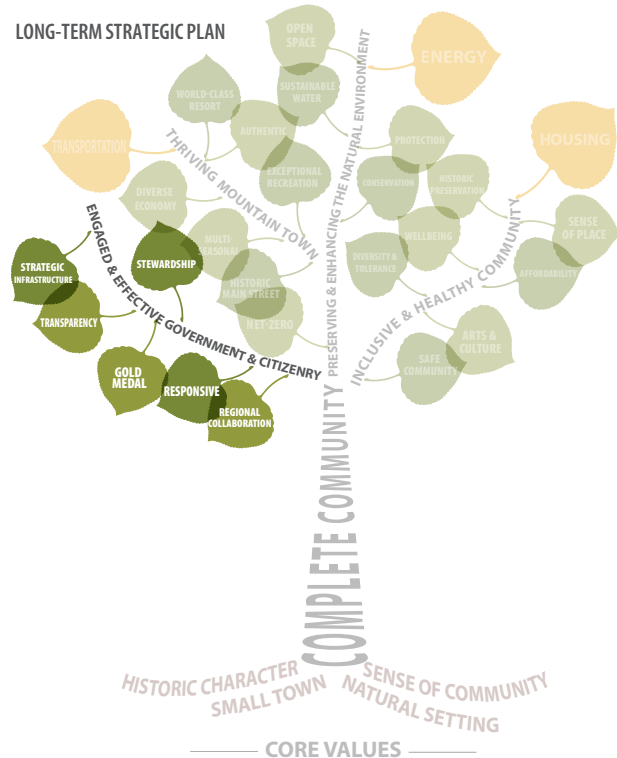
National Citizen Survey Category

	Percent rating positively				Comparison to other communities
	2011	2013	2015	2017	2017
Opportunities to participate in community matters	84%	84%	85%	80%	Higher
Welcoming citizen involvement	80%	73%	66%	66%	Similar
Public Information	83%	82%	78%	81%	Similar
Attended a local public meeting	44%	37%	44%	44%	Much higher
City's Performance of Community Engagement	n/a	n/a	n/a	72%	n/a

Our Value Statement:

Cultivate strong working relationships with regional stakeholders and partners with the intent of fulfilling common objectives

Progress Report: Q1.FY18



Goals:

- Build relationships that create opportunities, foster trust/friendship, and enhance synergy
- Solidify regional strategies (legislative, shared interests, transportation, solid waste, and recycling)
- Prudently approach financial agreements that benefit both parties
- Leverage resources for mutual aid, joint programming, and utilities

Accomplishments:

- Transportation sales tax, electric express, Kamas routes, regional E-bike share program
- Bonanza Flat purchase with regional resources
- Consolidated PC Police and Sheriff's Office dispatch centers
- Created 'Core Working Group' with Summit County on housing issues

Next Steps:

- Create Transportation Master Plan Report Card
- Central Wasatch Commission: SR 224 study scheduled for completion in fall 2017
- Establish policy for traffic impact analysis requirements
- Allocate Transportation tax revenue in conjunction with Summit County
- Construct regional transit facilities on primary corridors
- Renegotiate Rec MOU with SBSRD & PCSD
- Create Rec inter-agency communication and information plan
- Continued participation with PC school district on regional issues
- Meet with Summit Land Conservancy, Utah Open Lands, Basin Recreation, Mountain Trails and other private landowners on open space issues
- Mental wellness regional financial support



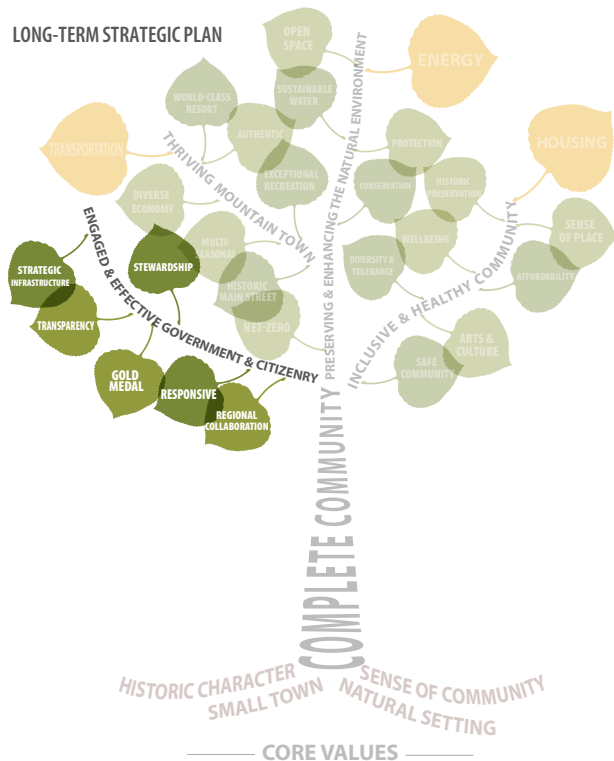
National Citizen Survey Category

	Percent rating positively		
	2013	2015	2017
City's Performance of Regional Collaboration	n/a	n/a	72%

Progress Report: Q1.FY18

Our Value Statement:

Create a bridge between the City and our multi-cultural community by connecting resources to inform, educate, and boost participation in activities, events, and public processes throughout the diverse community.



Goals:

- Inclusiveness
- Increased participation
- Reflect community diversity
- Support a complete multi-cultural community
- Embrace a myriad communications channels to reach multi-cultural community
- Identify the multi-cultural group and concerns and interests of varied groups
- Encourage participation in process of local government

Next Steps:

- Informational and safety video series
- Leadership involvement initiatives
- Define measurements of success
- Community meeting series
- Continued involvement of City leadership in multi-cultural involvement
- Media outreach

Accomplishments:

- Established collaborative partnerships: PC UNIDOS, Promise Advocates
- Organized and supported community outreach events
- Established variety of communication channels
- Identified challenges
- Partnered on solutions
- Created internal partnerships to achieve goals of diverse communication

Engagement Campaigns for Departments & Initiatives:

- Lower Park Ave Project with Economic Development Dept
- Issue Communication with Police Dept to Latino Community



National Citizen Survey Category

Percent Rating Positively

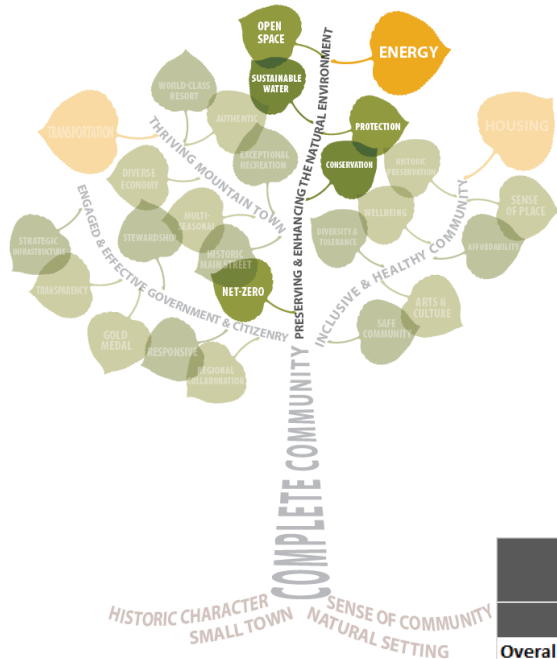
	2013	2015	2017
City's Performance of Diverse Community Participation	n/a	n/a	51%
Key Performance Indicators			
Numbers of multi-cultural community members brought into leadership positions	n/a	n/a	TBD
Numbers attending local public meeting	n/a	n/a	TBD
Numbers of multi-cultural community members attending community events and facilities	n/a	n/a	TBD
Numbers accessing information	n/a	n/a	TBD

Our Value Statement:

Improve environmental quality through pollution mitigation

Progress Report: Q1.FY18

LONG-TERM STRATEGIC PLAN



Goals:

- Manage Endemic Mine Waste
- Protect Stream and Groundwater Water Quality
- Maintain and Continually Improve Storm Water Systems to Protect Physical Environment
- Improve Air Quality

Accomplishments:

- Continued progress on prospector drain
- Remedial actions on upper watershed sites
- Started air quality discussions with County

Next Steps:

- Complete site characterization for Prospector Drain
- Perform engineering evaluation and cost analysis for the Prospector Drain
- Continued progress on the Natural Resource Damage Restitution for the Prospector Drain
- Continue to foster and maintain relationship with EPA and UDEQ
- Continue to explore all paths to finding an economically feasible disposal location or option
- Revise Soil Ordinance to make clear expectations and requirements
- Engage in air quality outreach with Summit County

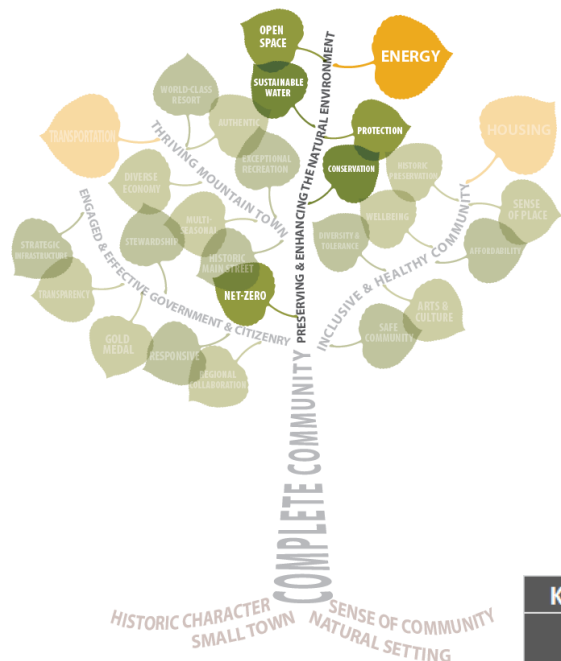
Key Performance Indicators		Percent rating positively					Comparison to other communities
(National Citizen Survey Data)	2013	2014	2015	2016	2017	2015	
Overall natural environment	93%	n/a	94%	n/a	92%	Higher	
Cleanliness	91%	n/a	95%	n/a	94%	Higher	
Air quality	90%	n/a	91%	n/a	92%	Higher	
City's Performance of Environmental Health	n/a	n/a	n/a	n/a	59%	n/a	
(Internal Performance Measures)							
Number of citizens and business owners request for support in reviewing or obtaining certificates of compliance	47	52	60	TBD	TBD	n/a	
Increase in number of properties within the Soil Ordinance Boundary that have obtained Certificate of Compliance	n/a	4	3	TBD	TBD	n/a	

Our Value Statement:

Conserve a connected, healthy network of open space for continued access to and respect for the *Natural Setting*

Progress Report: Q1.FY18

LONG-TERM STRATEGIC PLAN



Goals:

- Acquire open space properties while being financially prudent
- Effectively manage open space
- Protect and conserve areas consistent with the City's land management goals
- Involve stakeholders early in the decision-making process

Accomplishments:

- Bonanza Flat purchase
- Created web-page specific to Bonanza Flat
- Identified areas and planted trees for open space carbon sequestration program
- COSAC recommendations
- Wildlife mitigation projects
- Off-leash Designation

Next Steps:

- Bonanza Flat Community Preserve: Working with Utah Open Lands to complete the resource inventory, baseline documentation and adaptive management plan (conservation easement)
- Library Field Preservation Project: Deliver report to Council and implement direction
- Old Ranch Hills Preservation Project: RFP has been posted; staff will draft easement and return to Council
- Implement sign-age and monitoring of permitted and prohibited uses, including camping, hunting, trespass and motorized uses
- Adding kiosks to the trails with grant: Cove trailhead, Twins and Round Valley Way; use old ones to go in smaller trailheads

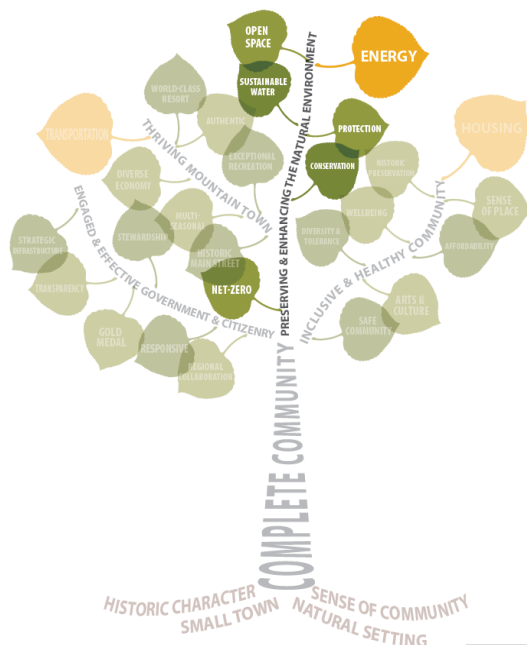
Key Performance Indicators	Percent rating positively					Comparison to other communities
(National Citizen Survey Data)	2013	2014	2015	2016	2017	
Open space	82%	n/a	78%	n/a	79%	Higher
Natural areas preservation	79%	n/a	75%	n/a	78%	Higher
City's Performance of Open Space	n/a	n/a	n/a	n/a	76%	n/a
(Internal Performance Measures)	2013	2014	2015	2016	2017	
Number of citations with Summit County weed ordinance	2	0.01	0	0	TBD	n/a
Number of acres of recreation open space per resident	0.51	1.21	0.62	0.58	TBD	n/a
Total acres of City-owned open space	3,862	4,621	4,665	4,665	TBD	n/a

Our Value Statement:

Avoid, minimize, and mitigate effects of the built environment on the natural environment

Progress Report: Q1.FY18

LONG-TERM STRATEGIC PLAN



Goals:

- Provide water conservation pricing signals, education, and incentives
- Reduce unaccounted for water
- Optimize operational and equipment efficiency
- Protect existing topography and top soil through environmentally sensitive development
- Conserve through creation and implementation of development codes, policies, and rules

Next Steps:

- Identify water loss target for system and implementation plan.
- Deregulate sideyard parking in order to reduce environmental disturbance, but require parking to be on hard-surface.
- Prohibit gravel in right-of-way between street and sidewalk.

Accomplishments:

- 2016 highest utilization of Smart Irrigation Controller Rebate at 29.
- Increased the reach of the WaterSmart program by extending the Home Water Report program to Commercial, Multi-Family, & Irrigation accounts.
- 39% Portal Registration--the highest WaterSmart portal registration percentage of all deployments.
- Another successful rain barrel distribution event and partnership with Utah Rivers Council.
- Additional and better defined residential water rate tiers to incentivize conservation.
- Completed the Water Optimization Study and SCADA replacement project which allow for the identification and implementation of a monthly optimization plan.
- Outreach to building community and Prospector Square neighborhood with regards to limits of disturbance.
- Prohibited steep slope CUPs for construction in wintertime.

Key Performance Indicators

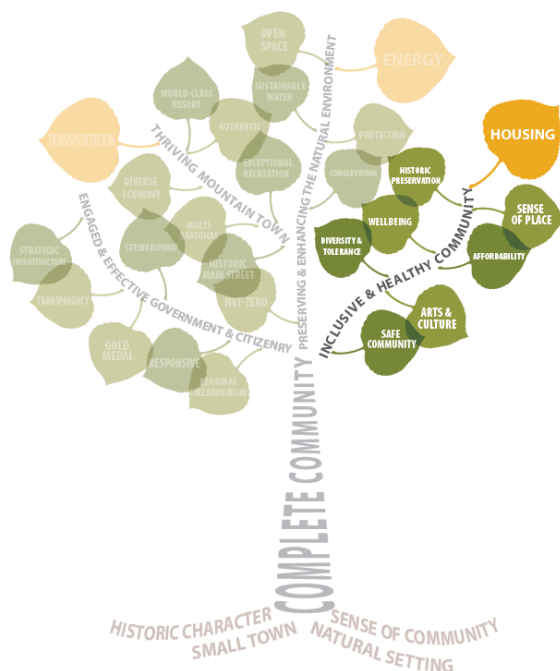
	Percent rating positively			Comparison to other communities
(National Citizen Survey Data)	2015	2016	2017	2017
Conserved water	96%	n/a	92%	Similar
City's Performance of Conservation of Natural Resources	n/a	n/a	73%	n/a
(Internal Performance Measures)				Target
Number of water audits conducted annually	8	TBD	TBD	10
Water usage recorded in acre feet per year	6,100	TBD	TBD	6,000

Our Value Statement:

Finance projects focused on housing and community gathering places

Progress Report: Q1.FY18

LONG-TERM STRATEGIC PLAN



Goals:

- Facilitate a range of affordable, quality housing opportunities that meet the life-cycle needs of persons at all economic levels
- Create welcoming public gathering places that focus on vulnerable populations
- Promote sustainable redevelopment practices and land use patterns
- Foster walkability through designing a network of streets and pedestrian spaces

Accomplishments:

- 1450/1460 Park Ave
 - Design completed
 - Broke ground
 - Construction underway (almost complete)
 - Housing lottery held
- Woodside Park
 - Phase 1 plan complete

Next Steps:

- Community Center
 - Determine level of service/funding
 - Complete schematic design
- Woodside Park
 - Break ground Phase 1 (13 units)
 - Complete design RFP Phase 2
- 1450/1460 Park Ave
 - Complete development
 - Sale housing/condo units
- Homestake
 - Complete design

Key Performance Indicators

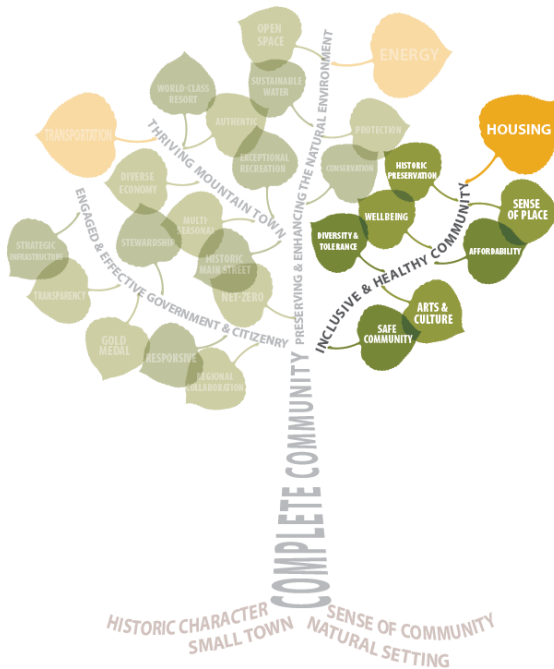
				Comparison to other communities
(National Citizen Survey Data)	2013	2015	2017	2017
Affordable quality housing	23%	22%	15%	Much lower
Housing options	42%	30%	19%	Much lower
Performance of City on Housing	n/a	n/a	24%	n/a
(Internal Performance Measures)	2013	2015	2017	2016
Number of units built to achieve Council's goal of 800 units by 2026 (starting in 2016)	n/a	n/a	TBD	n/a
Percentage of Park City workforce living within Park City School District boundaries	n/a	n/a	TBD	n/a
Number of deed restricted affordable housing units in Park City	n/a	n/a	TBD	n/a

Progress Report: Q1.FY18

Our Value Statement:

Protect and defend the Historic Districts through education, guidelines and regulations.
The Historic District is Home—it embodies the best of the small town character and sense of place in Park City.

LONG-TERM STRATEGIC PLAN



Goals:

- Recognizable Historic District containing subordinate and appropriate infill development
- Build the Historic District's brand identity through education and outreach
- Demonstrate the responsibility of living in the Historic District
- Increase clarity and consistency of development reviews in the Historic District

Next Steps:

- Intensive Level Survey updates
- Rezone of BLM Parcel 18
- Façade-width ordinance for Main Street
- Historic District Design Guidelines update
- Historic District Grant Program update
- Stabilization of key mine site structure
- Expansion of the National Register Listing
- Historic neighborhood character zones
- Vernacular Architectural Forum tour

Accomplishments:

- Completed structural upgrade to McPolin Barn with no impairment to Landmark status.
- Negotiated 15 year funding agreement with Park City Mountain for mine site stabilization and provided regulatory support to the ad hoc Friends of Historic Mine Sites.
- Completed changes to Historic District Design Guidelines for designated Historic Buildings to be up for adoption by City Council in spring 2017.
- Received \$6,000 from Utah Certified Local Government grant program to cover a portion of preservation consulting services, memberships and conference attendance.
- Negotiated the restoration of Historic homes at 1450 and 1460 Park Ave.
- Negotiated the restoration of the Landmark Kimball Garage and addition(s).
- Reviewed 116 Historic District Design Reviews-Pre plus 30 formal Historic District Design Reviews.



Key Performance Indicator

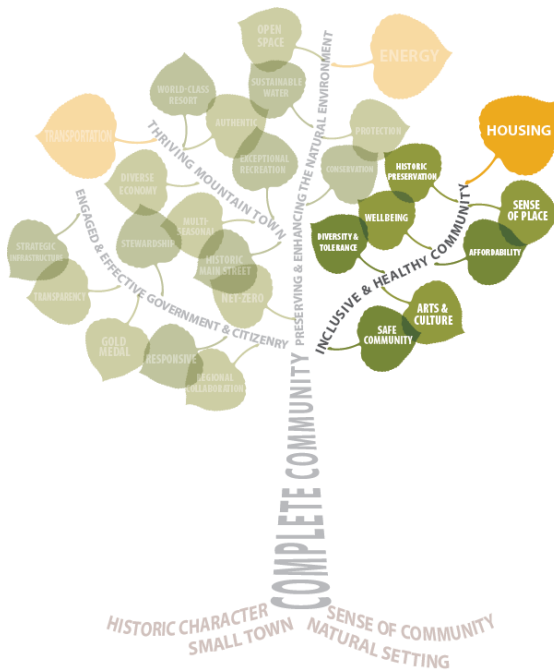
	Percent rating positively			2017 rating compared to 2015	Comparison to other communities 2017
	2013	2015	2017		
Overall built environment	77%	75%	71%	Similar	Similar
City's Performance of Historic Preservation	n/a	n/a	78%	n/a	n/a

Progress Report: Q1.FY18

Our Value Statement:

Enhance the quality of life for all Summit County residents through addressing issues of mental health & substance abuse

LONG-TERM STRATEGIC PLAN



Goals:

- Expand community **access** to programs and services
- Increase **prevention and education**
- Ensure **success and sustainability**
- Establish systems to support life during **recovery and reintegration** into the community
- Ensure **equity** of programs and services for Latino community

Accomplishments:

- Created new position at Summit County - Mental Health & Substance Abuse Director
- Budgeted \$60k/year to financially contribute to mental health program
- Created Strategic Plan and presented it to Summit County and Park City Councils

Next Steps:

- Identify and address deficits in mental health & substance abuse programs and services in Summit County
- Establish a committee of partners focused on youth prevention and implementing the Communities that Care model
- Establish means for first responders and their families to address incidents of high stress and trauma
- Reduce barriers to reintegration within the Summit County for individuals recovering from issues of mental health & substance abuse
- Reduce barriers facing Latino community members in access and receiving linguistically competent mental health & substance abuse programs and services



Key Performance Indicator

Key Performance Indicator	Percent rating positively			2017 rating compared to 2015	Comparison to other communities 2017
	2013	2015	2017		
City's Performance of Citizen Wellbeing	n/a	n/a	77%	n/a	n/a



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Demand for winter recreation opportunities continues to expand in the City. The Trails and Open Space Department, in conjunction with Mountain Trails Foundation, Parks Department and Recreation Departments, aim to provide a sustainable winter recreational experience for residents and visitors alike.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager

City Council Staff Communications Report

Subject: Winter Trails Update
Author: Heinrich Deters and Logan Jones
Department: Sustainability
Date: November 16, 2017
Type of Item: Informational

Demand for winter recreation opportunities continues to expand in the City. The Trails and Open Space Department, in conjunction with Mountain Trails Foundation, Parks Department and Recreation Departments, aim to provide a sustainable winter recreational experience for residents and visitors alike. For the winter 2017-18 season staff is recommending the following measures:

City Park Grooming and Lighting

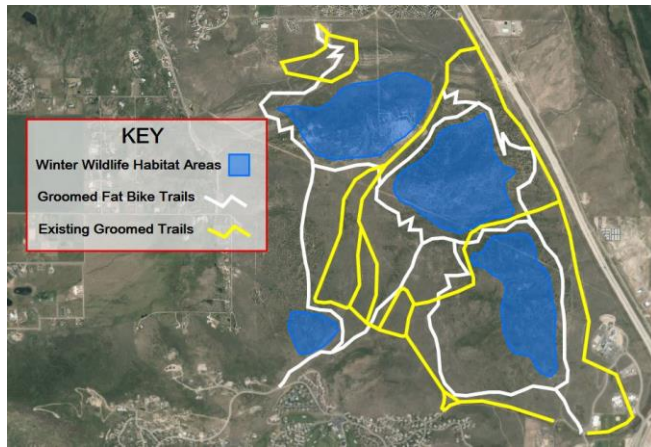
Open Space and Trails Department, the Recreation Department and Parks Department have developed a pilot program, to provide some groomed trails and a beginner's area at City Park. (Map below) Additionally, staff plans to provide lighting for this area on weekdays (Monday-Friday, 4:30-7:00pm) between December 15th and January 31st to allow for youth classes and working parents the ability to recreate during the dark of winter. This will allow for after school youth programs and residents who work during daylight hours the ability to safely participate in cross-country and similar recreational opportunities. Importantly, the lights will be set to turn off automatically at 7:00pm, so as not to disturb neighbors of City Park.



Winter Habitat Areas Round Valley

Staff has identified traditional areas in which the elk traditional reside within Round Valley throughout the winter. Staff is providing signage and maps, asking Round Valley users (Think Snowshoeing and Backcountry skiers who often travel off trail) to stay out of these designated areas between December 1st and April 1st. (Map below)

Additionally, staff will continue to monitor trail and wildlife use within Round Valley via on site monitoring and city-owned wildlife cameras.



Fat Bike Grooming Round Valley

City staff is coordinating with Mountain Trails Foundation to allow for the grooming single track trails for the growing fat bike use in Round Valley. This will allow for greater separation of users and an overall higher level of recreational experience. Mountain Trails has obtained a groomer and will be providing the labor under our existing contract.



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

The construction of 1875 Homestake and Woodside Park Phase II will help to meet City Council's desired outcomes, notably affordable housing. Park City Municipal Corporation (PCMC) issued a Request for Proposals (RFP) for architectural design services in September of 2017. Staff received four qualified bids. A selection committee scored all the bids using the pre-determined criteria that we included in the RFP. The group then met and narrowed the group down to two finalists. The finalists were brought in for an interview. Based on the results of the interviews, the committee selected Method Studio, Inc. for the projects.

Staff is returning to Council to seek approval for the Special Service agreement with Method Studio. The scope of the contract consisted of survey and platting, planning, entitlements, architectural and engineering design, construction documents, and construction administration for both properties. Further details on the scope of service can be found in the Request for Proposal.

Respectfully:

Jason Glidden, Housing Development Manager



RDA Staff Report

Subject: Special Service Contract – Design of 1875 Homestake & Woodside Park Phase II Affordable Housing Projects with Method Studio, Inc.
Author: Jason Glidden
Department: Community Development
Date: November 16, 2017
Type of Item: Administrative – Award of Contract

Summary Recommendation

Review and approve the Special Service Contract in a form approved by the City Attorney's Office with Method Studio, Inc., in the amount not to exceed \$1,500,000 dollars for architectural design services for 1875 Homestake and Woodside Park Phase II Affordable Housing projects.

Executive Summary

The construction of 1875 Homestake and Woodside Park Phase II will help to meet City Council's desired outcomes, notably affordable housing. Park City Municipal Corporation (PCMC) issued a Request for Proposals (RFP) for architectural design services in September of 2017. Staff received four qualified bids. A selection committee scored all the bids using the pre-determined criteria that we included in the RFP. The group then met and narrowed the group down to two finalists. The finalists were brought in for an interview. Based on the results of the interviews, the committee selected Method Studio, Inc. for the projects.

Staff is returning to Council to seek approval for the Special Service agreement with Method Studio. The scope of the contract consisted of survey and platting, planning, entitlements, architectural and engineering design, construction documents, and construction administration for both properties. Further details on the scope of service can be found in the Request for Proposal (Exhibit A).

Acronyms

CIP	Capital Improvement Program
CMAR	Construction Manager at Risk
GMP	Guaranteed Maximum Price
HDDR	Historic District Design Review
PCMC	Park City Municipal Corporation
RFP	Request for Proposals
RFQ	Request for Qualifications

The Opportunity

City Council has identified approximately \$40 million to pursue their critical priority of creating affordable housing. In an effort to keep affordable housing projects moving

forward, staff is recommending that architectural designs be completed on both 1875 Homestake & Woodside Park Phase II affordable housing projects.

Background

October 20, 2016 - [Staff Report \(pg. 3\)](#), [Summary](#), [Minutes](#)

November 3, 2016 - [Staff Report \(pg. 47\)](#), [Summary](#), [Minutes](#)

December 1, 2016 - [Staff Report \(pg. 6\)](#), [Summary](#), [Minutes](#)

Alternatives for City Council to Consider

Staff recommends that City Council approve the Special Service contract with Method Studio for the architectural design services of 1875 Homestake and Woodside Park Phase II Affordable Housing projects. Council should consider the following alternatives:

1. **Recommended Alternative:** Approve the Special Service contract with Method Studio for the architectural design services of 1875 Homestake and Woodside Park Phase II Affordable Housing projects.

Pros

- a. The development of affordable housing is a critical priority for City Council. Awarding of the contract will enable the housing team to move both project forward.
- b. There are economies of scale by awarding both projects to one firm.

Cons

- a. Using one firm for both projects could lead to two similar designs for both projects.

2. **Null Alternative:** The City Council could choose not to approve the Special Service contract with Method Studio for the architectural design services of 1875 Homestake and Woodside Park Phase II Affordable Housing projects.

Pros

- a. Could rebid and award two separate contracts.

Cons

- a. Not awarding would likely delay the project;
- b. Lose economies of scale by using one group.

Analysis

Staff completed a competitive bidding process for architectural design services for both 1875 Homestake and Woodside Park Phase II. The RFP was published and advertised starting on September 21, 2017. Bids were due by October 5, 2017 at 4pm. The City received a total of four bids. Below is a list of the firms that submitted proposals along with the proposed fees for the services requested.

Method Studio	\$1,500,000.00
---------------	----------------

Elliot Workgroup	\$1,574,400.00
Caddis	\$1,728,300.00
GSBS	\$1,889,845.00

A selection committee made up of City staff from Community Development, Budget, and Sustainability read through the proposals and scored each proposal based on the following criteria;

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team members in high density affordable housing in resort communities.	15 percent
Qualifications/expertise of team members in net zero design.	15 percent
Expertise in following the Park City planning, building, and engineering approval processes.	20 percent
Experience completing successful projects in Park City/Summit County Projects or similar communities.	5 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	15 percent

The scores from each committee member were tallied and an average score was calculated for each proposal. The selection committee then discussed the results to determine which firms would be invited to interview. Two firms were asked to interview with the selection committee. The interview process was used to help determine which firm understood the goals of the projects, the design and plan approval process, and would work best with City staff. Method Studio demonstrated an ability to meet all of these items.

Project Budget

The current budget for these combined projects is currently estimated at \$30 million dollars. The proposed fees for architectural services will represent 5% of this budget.

Project Timeline

The proposed timeline for the design of these projects is provided below. The current schedule has design being completed in late spring of 2018, and construction documents being completed in late summer. Construction on the first project would begin in the fall of 2018.

DRAFT
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ___ day of November, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Method Studios, a Utah Corporation ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed One Million, Five Hundred Thousand Dollars (\$1,500,000).

The City has designated Jason Glidden, 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.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2020 or earlier, unless extended by mutual written agreement of the Parties. A schedule of service has been provided in "Exhibit B".

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit C,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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

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

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

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

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

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Method Studio, Inc.
925 South West Temple
Salt Lake City, Utah 84101

Tax ID#: 80-0138187

PC Business License# BL _____

Signature

Printed name

Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of November, 2017, personally appeared before me Kelly Morgan, 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 Principal of Method Studio, Inc., a corporation, by Authority of its Bylaws/Resolution of the Board of Directors or Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as Principal (title) for Method Studio, a Utah corporation (or limited liability company).

Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

Woodside Phase II

Task 1 – Project Management, Concept Design review and Schematic Design

Project Management and Review Concept and Documents

- Organize and document weekly team meetings. This would include sending out agendas 48 hours prior to scheduled meeting time and providing written meeting recaps with next steps, deadlines, and person assigned to the task.
- Review work completed to date including City Council and Community Development goals, site scoping, site assessment, concept design, net-zero goals and housing program.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities, and building construction permits (including fire, life, and safety issues).
- Prepare and submit a Historic District Design Review – Pre (HDDR-Pre) application - while this is not in the historic zone, an early submittal to the PCMC Planning Department for acceptance may streamline the process.
- Define the schedule for the relocation of the Keetley Train Depot building.
- Review the Keetley Train Depot penalization plans that have been developed and ensure that no changes to the plans need to be made.
- Coordinate with PCMC staff and others as necessary for the relocation/movement of the Keetley Train Depot.

Deliverables:

- Agendas/summaries weekly team meetings.
- Work plan, including schedule showing all submittals.
- Schedule for moving the Keetley Train Depot to the new location.
- Historic District Design Review – Pre (HDDR-Pre) Application
- Pre-MPD meeting with Staff

Develop Schematic Design

- Develop the schematic design including plans, elevations and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a plat amendment for the project to create one lot.
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.
- Evaluate the value of engaging a Construction Manager at Risk(CMAR) agreement with a general contractor to be brought on board during the design phase as a professional service provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.
- Assist the City in the advertisement, interview, and selection of a CMAR if a CMAR process is determined to be appropriate

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.
- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- Plat Amendment to create one lot.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate 3 public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Task 2 - Design and Construction Document Development Tasks

Design Development

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors, and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering. If CMAR is used, the design team will participate in the selection process and work with the CMAR firm with cost verification services.
- Prepare subdivision/condo plat/MPD in accordance with Park City Municipal LMC.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (1 meeting).
- Provide for development entitlements for planning, zoning, building, and engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings, and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.
- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- MPD Application.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- Participation and presentation materials for public meetings including, but not limited to, 3D renderings, models, and fly-throughs.

Construction Document Development

- Prepare and submit for approval drawings and specifications ("Contract Documents") setting forth in detail the requirements for construction of the project based on value engineering decisions made at the Design Development level. The Construction Documents will:
 - Comply with applicable laws and regulations including, but not limited to, building regulations and occupation safety and health regulations enforced at the time the Construction Documents are issued; and
 - Comply with Utah State Code and Procurement policies of Park City.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Update revised estimate of probable construction costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Prepare all necessary documents for value engineering to assist City staff in making value engineering decisions. Prepare an alternative design as a result of value engineering. If CMAR is used, the design team will work with the CMAR firm for cost verification services.
- Prepare and submit 100% Construction Documents to the Park City Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.
- Assist the City in the selection of Special Inspectors required by the project.

Deliverables

- In addition to the materials, drawings, and documents described above, provide the following:
 - A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
 - A final construction level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
 - An updated project schedule.
 - Subdivision Plat.
 - A final value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.

Task 3 – Construction Contract Administration

Construction Contract Administration

- Assist the City (and CMAR) in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.
- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Upon the construction contract award by PCMC, lead the pre-construction conference.
- Visit the site at intervals appropriate to the stage of construction, as agreed to by Consultant and the City (and CMAR), to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Consultant will submit a written report to the City within three (3) days after

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the jobsite.
- Review and approve or take other appropriate action upon RFIs (Request for Information) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affected by and represented in such submittals is in compliance with the requirements of the Contract Documents. Consultant's review is not intended as an approval of construction means, methods, techniques, sequences, or procedures, nor to relieve the responsible contractor of full responsibility for any error or deviation from the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant shall keep a computerized log of all RFIs and submittals.
- Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during initial start-up of systems.
- Participate in pre-final and final observations of the work to determine if the work is complete and in accordance with the Construction Documents. Prepare discipline specific punch lists for incorporation into City's punch list.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect.

1875 Homestake

Task 1 – Project Management, Concept Design review and Schematic Design

Project Management and Review Concept and Documents

- Organize and document weekly team meetings.
- Review work completed to date including goals, scoping, site assessment, concept design, net-zero goals and housing program.
- The concept plan has been reviewed by the City Council and the concept plan details will be provided to the team awarded the project.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities and building construction permits (including fire, life, and safety issues).

Deliverables:

- Agendas / Summaries weekly team meetings.
- Work Plan, including schedule showing all submittals.
- Pre-MPD meeting with Staff.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Develop Schematic Design

- Develop the schematic design including plans, elevations, and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.
- Evaluate the value of engaging a (CMAR) in the design and construction process in coordination with the City.
- Assist the City in the advertisement, interview, and selection of a CMAR if a CMAR process is determined to be appropriate

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.
- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate 4 public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Task 2 - Design and Construction Document Development Tasks

Design Development

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.
- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- MPD & CUP Applications
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering. If CMAR is used, the design team will participate in the selection process and work with the CMAR firm with cost verification services.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (2 meeting).
- Provide for development entitlements for Planning, Zoning, Building and Engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.
- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- MPD & CUP Application.
- Participation and presentation materials for public meetings including but not limited to 3D renderings, models, and fly-throughs.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Construction Document Development

- Prepare and submit for approval drawings and specifications (“Contract Documents”) setting forth in detail the requirements for construction of the project based on value engineering decisions made at the Design Development level. The Construction Documents will:
 - Comply with applicable laws and regulations including, but not limited to, building regulations and occupation safety and health regulations enforced at the time the Construction Documents are issued; and
 - Comply with Utah State Code and Procurement policies of Park City.
- Update revised estimate of probable construction costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Prepare all necessary documents for value engineering to assist City staff in making value engineering decisions. Prepare an alternative design as a result of value engineering. If CMAR is used, the design team will work with the CMAR firm for cost verification services.
- Prepare a subdivision/condo plat for the project in accordance with the Park City LMC.
- Prepare and submit 100% Construction Documents to the Park City Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.
- Assist the City in the selection of Special Inspectors required by the project.

Deliverables

- In addition to the materials, drawings, and documents described above, provide the following:
 - A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
 - A final construction level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner’s costs.
 - An updated project schedule.
 - Subdivision Plat Application.
 - A final value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.

Task 3 – Construction Contract Administration

Construction Contract Administration

- Assist the City (and CMAR) in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Upon the construction contract award by PCMC lead the pre-construction conference.
- Visit the site at intervals appropriate to the stage of construction, as agreed to by Consultant and the City (and CMAR), to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Consultant will submit a written report to the City within three (3) days after each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the jobsite.
- Review and approve or take other appropriate action upon RFIs (Request for Information) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affected by and represented in such submittals is in compliance with the requirements of the Contract Documents. Consultant's review is not intended as an approval of construction means, methods, techniques, sequences, or procedures, nor to relieve the responsible contractor of full responsibility for any error or deviation from the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant shall keep a computerized log of all RFIs and submittals.
- Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during initial start-up of systems.
- Participate in pre-final and final observations of the work to determine if the work is complete and in accordance with the Construction Documents. Prepare discipline specific punch lists for incorporation into City's punch list.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “C”

SCHEDULE OF PAYMENT

FEE SCHEDULE

Key	Team Member
PIC	Principal in Charge
PM	Project Manager
LD	Lead Designer
JC	Job Captain
LID	Lead Interior Designer

WOODSIDE PHASE 2 Phase							
Conceptual 3 Weeks	5%	\$ 42,500	Role	Rate	Hours	Cost	
			PIC	\$160	40	\$6,400	
			PM	\$125	60	\$7,500	
			LD	\$140	48	\$6,720	
			JC	\$105	48	\$5,040	
			Engineering		=	\$16,840	
Preliminary 3 Weeks	10%	\$ 85,000	Role	Rate	Hours	Cost	
			PIC	\$160	80	\$12,800	
			PM	\$125	120	\$15,000	
			LD	\$140	96	\$13,440	
			JC	\$105	96	\$10,080	
			Engineering		=	\$33,680	
Schematic Design 4 Weeks	15%	\$127,500	Role	Rate	Hours	Cost	
			PIC	\$160	100	\$16,000	
			PM	\$125	160	\$20,000	
			LD	\$140	160	\$22,400	
			JC	\$105	160	\$16,800	
			Engineering		=	\$52,300	
Design Development 3 months	20%	\$170,000	Role	Rate	Hours	Cost	
			PIC	\$160	160	\$25,600	
			PM	\$125	200	\$25,000	
			LD	\$140	180	\$25,200	
			JC	\$105	180	\$18,900	
			LID	\$140	56	\$7,840	
			Engineering		=	\$67,360	
Construction Documents	30%	\$255,000					
Bidding & Construction Administration	25%	\$170,000					
Total			100%	\$850,000			

1875 HOMESTAKE				LID			
Phase							
Conceptual 3 Weeks	5%	\$ 32,500	Role	Rate	Hours	Cost	
			PIC	\$160	30	\$4,800	
			PM	\$125	46	\$5,750	
			LD	\$140	36	\$5,040	
			JC	\$105	36	\$37,800	
			Engineering		=	\$12,602	
Preliminary 3 Weeks	10%	\$ 65,000	Role	Rate	Hours	Cost	
			PIC	\$160	80	\$9,600	
			PM	\$125	120	\$11,500	
			LD	\$140	96	\$10,080	
			JC	\$105	96	\$7,650	
			Engineering		=	\$26,170	
Schematic Design 4 Weeks	15%	\$97,500	Role	Rate	Hours	Cost	
			PIC	\$160	75	\$12,000	
			PM	\$125	125	\$15,625	
			LD	\$140	125	\$17,500	
			JC	\$105	125	\$13,125	
			Engineering		=	\$39,250	
Design Development 3 months	20%	\$130,000	Role	Rate	Hours	Cost	
			PIC	\$160	125	\$20,000	
			PM	\$125	155	\$19,375	
			LD	\$140	140	\$19,600	
			JC	\$105	140	\$14,700	
			LID	\$140	45	\$6,300	
Engineering		=	\$50,025				
Construction Documents	30%	\$195,000					
Bidding & Construction Administration	25%	\$130,000					
Total		100%	\$650,000				

Hourly Rate Schedule

Principal	\$160.00	Design Support	\$ 105.00
Project Manager	\$125.00	Job Captain	\$ 105.00
Project Architect	\$120.00	Interior Design	\$ 120.00
Programmer	\$115.00	CADD Technician	\$ 105.00
Lead Designer	\$140.00	Admin Support	\$ 75.00



Park City Municipal Corporation

Woodside Park Housing Phase 2 & 1875 Homestake Housing Project

Request for Proposals Architectural Services

Submittal deadline: By 4:00 p.m. on Thursday, October 5, 2017

Park City Municipal Corporation
Community Development Office

445 Marsac Avenue

P.O. Box 1480

Park City, UT 84060

(435) 615-5177

Staff contact: Jason Glidden

Email: jglidden@parkcity.org

RFP Website: <http://www.parkcity.org>

**NOTICE OF REQUEST FOR PROPOSALS FOR ARCHITECTURAL
CONSULTANT SERVICES**

Park City Municipal Corporation (PCMC) is seeking the services of a qualified design team to prepare design, engineering, and construction drawings for the following project:

Woodside Park Housing – Phase 2 & 1875 Homestake Housing Project

RFP AVAILABLE:

A copy of the RFP can be obtained electronically by emailing jglidden@parkcity.org. Any modifications or addendums will be made in redlined form on the website on Thursday, September 28, 2017, by 5:00 pm.

PROPOSALS DUE:

Proposal submittals must be received via e-mail by **4:00 p.m. on Thursday, October 5, 2017**, at: jglidden@parkcity.org.

PROJECT LOCATION: 1300 Block of Woodside & Empire Avenues, Park City, Utah
& 1875 Homestake Road, Park City Utah

OWNER/CONTACT: Jason Glidden, Housing Development Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing by 2:00 p.m. on Tuesday, October 3, 2017, via e-mail to: jglidden@parkcity.org.

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

I. Project Description

Park City Municipal Corporation (PCMC) seeks proposals for survey, platting, architecture, engineering, and construction administration services for an affordable housing project on City owned property between Woodside Avenue and Empire Avenue (1300 Block Woodside & Empire Avenues) as well as the property located at 1875 Homestake. PCMC is the owner and developer for both projects. The work outlined in the RFP includes survey and platting, planning, entitlements, architectural and engineering design, construction documents, and construction administration for both properties. PCMC is seeking responses from architects licensed in the State of Utah to act as the Primary Architect for the project. After reviewing the bids, PCMC will either award both projects to one bidder or will award each project to two separate bidders.

Woodside Phase 2

The City has conducted extensive community engagement and education efforts focused on gathering input on the community priorities in the Lower Park Avenue area. The area between Park Avenue and Empire Avenue has been designated as affordable housing with significant density. The housing portion has been divided into two phases as illustrated in Figure 1. The design of the housing for Phase 1 is currently underway and construction is scheduled to begin this fall. A number of different concept options showing various densities have been developed for Phase 2. The options have been presented to the City Council to determine which option best meets the City Council affordable housing priorities. A preferred concept for Phase 2 identifies two townhome complexes and 1 building of stacked flats. This concept plan is available in Appendix A. The construction budget for Woodside Phase 2 is currently estimated at Seventeen Million Dollars (\$17,000,000).

Prior to beginning construction, the Keetley Train Depot (currently the Senior Center) will need to be moved offsite. The City is in the process of documenting the building and obtaining approval for the building to be panelized for relocation. It will be the responsibility of the Primary Architect to coordinate with all necessary parties to panelize and move the building off site prior to construction of the housing and ultimately to the new location.



Figure 1 Affordable Housing Areas / Phases

The Primary Architect will develop the schematic drawings and work with the project team to finalize the project scope and budget. At the discretion of PCMC, award of the contract may be considered to the primary architect to take the drawings through to completion of construction drawing and construction administration. Should additional tasks beyond schematic design be awarded, the primary architect will also be the “Architect of Record”, and be the primary interface with the City agencies in the permit and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. They will also provide input as appropriate during all tasks of design on codes and standards in Park City and conformance thereto. Additionally, the Primary Architect will complete the necessary entitlement, planning process, and obtain any required governmental approvals and permits with Park City Community Development.

II. Site Information

Zoning & Existing Conditions

The current Park City Municipal Land Management Code (LMC) identifies the zoning on the Subject Site as Recreational Commercial (RC). The proposed building and site improvements lie across several City owned metes and bounds parcels. Prior to construction, the City’s LMC requires the property to be included within a platted subdivision and that the improvements meet all the requirements of the LMC for the zone. The design team will procure site survey information and conduct necessary platting approvals to identify a developable lot of record, concurrent to the design process. A local vendor is preferred. PCMC will procure preliminary soil (geo-tech) and environmental information on the site.

III. Scope of Work

The proposal to PCMC shall outline an approach to the needs listed below and shall include an estimated range of total costs to perform the following work for all tasks associated with the Woodside Phase 2 Housing project. The City may choose to award the two projects (Woodside Phase 2 & 1875 Homestake) separately to two different bidders.

The City will provide a basic plan outlining the unit types, density, phasing, and other important site or design considerations. The concept that is planned to move forward is found in Appendix A. This plan has been presented to the public and the City Council and has received favorable reviews. The plan will be divided into two lot - the townhomes and the stacked flats. This will allow the stacked flats to be sold separately from the townhomes if desired.

The proposal to PCMC shall outline an approach to the following needs for both lots and shall include an estimated range of total costs to perform the following work. It is anticipated that the specific services to be provided by the Consultant Design Team will include:

Task 1 – Project Management, Concept Design review and Schematic Design

Project Management and Review Concept and Documents

- Organize and document weekly team meetings.
- Review work completed to date including goals, scoping, site assessment, concept design, net-zero goals and housing program.

- The concept plan has been reviewed by the City Council and the concept plan details will be provided to the team awarded the project.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities, and building construction permits (including fire, life, and safety issues).
- Prepare and submit a Historic District Design Review – Pre (HDDR-Pre) application - while this is not in the historic zone, an early submittal to the PCMC Planning Department for acceptance may streamline the process.
- Define the schedule for the relocation of the Keetley Train Depot building.
- The Keetley Train Depot penalization plans have been developed and will be made available to the chosen team.
- Coordinate with PCMC staff and others as necessary for the relocation/movement of the Keetley Train Depot.

Deliverables:

- Agendas/summaries weekly team meetings.
- Work plan, including schedule showing all submittals.
- Schedule for moving the Keetley Train Depot to the new location.
- Historic District Design Review – Pre (HDDR-Pre) Application
- Pre-MPD meeting with Staff

Develop Schematic Design

- Develop the schematic design including plans, elevations and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a plat amendment for the project to create one lot.
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.
- Evaluate the value of engaging a Construction Manager at Risk(CMAR) agreement with a general contractor to be brought on board during the design phase as a professional service provider to work with the project team to help reduce construction costs, improve quality control and most importantly improve schedule with early mobilization and phased bidding and construction.
- Assist the City in the advertisement, interview, and selection of a CMAR if a CMAR process is determined to be appropriate

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.

- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- Plat Amendment to create one lot.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate 3 public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Task 2 - Design and Construction Document Development Tasks

Design Development

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors, and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.
- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering. If CMAR is used, the design team will participate in the selection process and work with the CMAR firm with cost verification services.
- Prepare subdivision/condo plat/MPD in accordance with Park City Municipal LMC.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (1 meeting).
- Provide for development entitlements for planning, zoning, building, and engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings, and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.

- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- MPD Application.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- Participation and presentation materials for public meetings including, but not limited to, 3D renderings, models, and fly-throughs.

Construction Document Development

- Prepare and submit for approval drawings and specifications ("Contract Documents") setting forth in detail the requirements for construction of the project based on value engineering decisions made at the Design Development level. The Construction Documents will:
 - Comply with applicable laws and regulations including, but not limited to, building regulations and occupation safety and health regulations enforced at the time the Construction Documents are issued; and
 - Comply with Utah State Code and Procurement policies of Park City.
- Update revised estimate of probable construction costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Prepare all necessary documents for value engineering to assist City staff in making value engineering decisions. Prepare an alternative design as a result of value engineering. If CMAR is used, the design team will work with the CMAR firm for cost verification services.
- Prepare and submit 100% Construction Documents to the Park City Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.
- Assist the City in the selection of Special Inspectors required by the project.

Deliverables

- In addition to the materials, drawings, and documents described above, provide the following:
 - A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
 - A final construction level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
 - An updated project schedule.
 - Subdivision Plat.
 - A final value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.

Task 3 – Construction Contract Administration

Construction Contract Administration

- Assist the City (and CMAR) in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.
- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Upon the construction contract award by PCMC, lead the pre-construction conference.
- Visit the site at intervals appropriate to the stage of construction, as agreed to by Consultant and the City (and CMAR), to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Consultant will submit a written report to the City within three (3) days after each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the jobsite.
- Review and approve or take other appropriate action upon RFIs (Request for Information) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affected by and represented in such submittals is in compliance with the requirements of the Contract Documents. Consultant's review is not intended as an approval of construction means, methods, techniques, sequences, or procedures, nor to relieve the responsible contractor of full responsibility for any error or deviation from the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant shall keep a computerized log of all RFIs and submittals.
- Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during initial start-up of systems.
- Participate in pre-final and final observations of the work to determine if the work is complete and in accordance with the Construction Documents. Prepare discipline specific punch lists for incorporation into City's punch list.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect.

1875 Homestake

PCMC recently purchased this property which is located in the Bonanza Park area. The area is off of Kearns Boulevard at 1875 Homestake Road and has been designated as affordable housing with significant density. PCMC is currently looking at 50-60 units consisting of a mixture of town homes and stacked flats. The construction budget for this project is currently estimated at Thirteen Million Dollars (\$13,000,000).

Additionally, the City has plans to extend Munchkin Road from its' existing terminus at Woodbine Way west through the City owned parcel which is currently occupied the Recycle Utah recycle center. The engineering services to design and engineer the Munchkin Road extension will be procured through a separate RFP process; however, firms submitting proposals for the Scope of Work outlined below should consider vehicular, pedestrian, and bicycle access from existing Homestake Drive as well as the future Munchkin Road extension as part of this RFP.



Figure 1 Affordable Housing Areas / Phases

The Primary Architect will develop the schematic drawings and work with the project team to finalize the project scope and budget. At the discretion of PCMC, award of the contract may be considered to the primary architect to take the drawings through to completion of construction drawing and construction administration. Should additional tasks beyond schematic design be awarded, the primary architect will also be the “Architect of Record”, and be the primary interface with the City agencies in the permit and construction tasks, and shall sign and seal appropriate drawings, statements and certifications. They will also provide input as appropriate during all tasks of design on codes and standards in Park City and conformance thereto. Additionally, the Primary Architect will complete the necessary entitlement, planning process and obtain any required governmental approvals and permits with Park City Community Development.

II. Site Information

Zoning & Existing Conditions

The current Park City Municipal Land Management Code (LMC) identifies the zoning on the Subject Site as General Commercial (GC). Prior to construction the City's LMC requires the property to be included within a platted subdivision and that the improvements meet all the requirements of the LMC for the zone. The design team will procure site survey information and conduct necessary platting approvals to identify a developable lot of record, concurrent to the design process. A local vendor is preferred. PCMC will procure preliminary soil (geo-tech) and environmental information on the site.

III. Scope of Work

The proposal to PCMC shall outline an approach to the needs listed below and shall include an estimated range of total costs to perform the following work for all tasks associated with the 1875 Homestake Housing project. The City may choose to award the two projects (Woodside Phase 2 & 1875 Homestake) separately to two different bidders.

The proposal to PCMC shall outline an approach to the following needs, and shall include an estimated range of total costs to perform the following work. It is anticipated that the specific services to be provided by the Consultant Design Team will include:

Task 1 – Project Management, Concept Design review and Schematic Design

Project Management and Review Concept and Documents

- Organize and document weekly team meetings.
- Review work completed to date including goals, scoping, site assessment, concept design, net-zero goals and housing program.
- The concept plan has been reviewed by the City Council and the concept plan details will be provided to the team awarded the project.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities and building construction permits (including fire, life, and safety issues).

Deliverables:

- Agendas / Summaries weekly team meetings.
 - Work Plan, including schedule showing all submittals.
 - Pre-MPD meeting with Staff.

Develop Schematic Design

- Develop the schematic design including plans, elevations, and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings,

City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.

- Evaluate the value of engaging a (CMAR) in the design and construction process in coordination with the City.
- Assist the City in the advertisement, interview, and selection of a CMAR if a CMAR process is determined to be appropriate

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.
- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic survey.
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate 4 public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Task 2 - Design and Construction Document Development Tasks

Design Development

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.
- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- MPD & CUP Applications
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering. If CMAR is used, the design team will participate in the selection process and work with the CMAR firm with cost verification services.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (2 meeting).
- Provide for development entitlements for Planning, Zoning, Building and Engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated Design Development level technical memo, plans, elevations, building drawings and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.
- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.
- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by team) meetings.
- MPD & CUP Application.
- Participation and presentation materials for public meetings including but not limited to 3D renderings, models, fly-throughs.

Construction Document Development

- Prepare and submit for approval drawings and specifications ("Contract Documents") setting forth in detail the requirements for construction of the project based on value engineering decisions made at the Design Development level. The Construction Documents will:
 - Comply with applicable laws and regulations including, but not limited to, building regulations and occupation safety and health regulations enforced at the time the Construction Documents are issued; and
 - Comply with Utah State Code and Procurement policies of Park City.
- Update revised estimate of probable construction costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Prepare all necessary documents for value engineering to assist City staff in making value engineering decisions. Prepare an alternative design as a result of value engineering. If CMAR is used, the design team will work with the CMAR firm for cost verification services.
- Prepare a subdivision/condo plat for the project in accordance with the Park City LMC.
- Prepare and submit 100% Construction Documents to the Park City Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.
- Assist the City in the selection of Special Inspectors required by the project.

Deliverables

- In addition to the materials, drawings, and documents described above, provide the following:
 - A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
 - A final construction level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
 - An updated project schedule.

- Subdivision Plat Application.
- A final value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.

Task 3 – Construction Contract Administration

Construction Contract Administration

- Assist the City (and CMAR) in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.
- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.
- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Upon the construction contract award by PCMC lead the pre-construction conference.
- Visit the site at intervals appropriate to the stage of construction, as agreed to by Consultant and the City (and CMAR), to become familiar with the progress and quality of the work completed, and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Consultant will submit a written report to the City within three (3) days after each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the jobsite.
- Review and approve or take other appropriate action upon RFIs (Request for Information) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affected by and represented in such submittals is in compliance with the requirements of the Contract Documents. Consultant's review is not intended as an approval of construction means, methods, techniques, sequences, or procedures, nor to relieve the responsible contractor of full responsibility for any error or deviation from the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant shall keep a computerized log of all RFIs and submittals.
- Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during initial start-up of systems.
- Participate in pre-final and final observations of the work to determine if the work is complete and in accordance with the Construction Documents. Prepare discipline specific punch lists for incorporation into City's punch list.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect.

IV. Submittal Requirements

A. Cover Letter (maximum of 1 page)

Present a brief understanding of PCMC needs based upon the information provided in the Scope of Work. Summarize qualifications most relevant to this project. Identify team and clearly indicate the single contact and authorized representative (principal-in-charge) of the Applicant with mailing address, telephone and fax numbers, and e-mail address. The representative shall certify that the information provided in response to this Request for Proposals is true and accurate.

B. Statement of Qualifications (Maximum of 8 pages)

Each respondent must demonstrate in their submittal that they have the professional capabilities and the organizational and administrative experience needed to accomplish this project. A concise presentation will be appreciated. The page count does not include index, dividers, or separation sheets that contain no information, or short-form resumes of team individuals.

The Statement of Proposals should contain specific responses to the following requested items:

1. **Statement of Approach of Team:** Describe the specialized experience and project approach of the team. Indicate the team leader and his/her specific role. Briefly discuss the approach to team management and organization. Describe the firm's approach to conceptual site planning for housing projects, cost estimation, and control.
2. **Understanding of Work and Outline of Project Schedule:** Demonstrate knowledge of work to be performed. Provide an outline of the schedule noting the critical path items. If team believes there are potential challenges, those challenges should be noted along with potential solutions to address these challenges.
3. **Specific Affordable Housing Project Experience:** Provide information on similar or relevant projects which team members have executed. Note projects completed within budget and schedule.
4. **Sustainable Development:** Describe the firm's commitment to environmentally sound and sustainable practices and professional experience in applying sustainable practices to reach net zero in new construction. Specific examples of delivering net zero projects should be highlighted.
5. **Firm/Team Qualifications and Experience in Park City:** Demonstrate professional experience in site planning, housing design, infrastructure design, cost estimation, and implementation. An example of recent previous work is required as well as descriptions of the scope of work and management tasks provided by the firm or team. *Photographs of completed projects are encouraged.* Demonstrate recent, relevant experience particularly in the Park City market and specifically in the affordable housing market.
6. **Proposed Project Team Members:** Submit a written description of the team composition, disciplines, and the primary role of each firm or individual on the team indicating respective roles, responsibilities, and related experience and qualifications. Also include an organization chart. The information must clearly indicate the team leader for the team for this project and the responsible party in each firm who will be providing the required professional experience. If a team approach is used, provide example of

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

7. **Individual Experience:** Provide a description of the background of the key members of the team and their specific participation in previous projects that would directly relate to the work to be done for this project. This may be done in descriptive text or in a short-form (one page or less) resume.
8. **Quality Control:** Describe the ability to undertake and complete quality projects on time and within budget. Indicate current workload and the capacity of the firm to undertake this project. Has the firm or individual engaged in litigation, arbitration, or mediation as a result of design errors of omission? If yes, please explain.
9. **List of References:** List three (3) references with which the team or key members of the team have worked in the last five (5) years, for projects of similar size or scope, indicating projects done. Provide all contact information, such as address, telephone number, fax number, and email address. Proposals that do not provide a completed section for references will not be considered further.

C. Supplemental Material (Maximum of 4 pages)

The Applicant can provide supplemental material to support the firm's selection for this process.

D. Work Plan

Provide a preliminary work plan identifying the tasks to be accomplished, the positions or individuals anticipated to execute each task, hours anticipated for each task, and proposed deliverables proposed schedule, management plan, and timeline for completing the project. The exact scope, timeline, deliverables, and not-to-exceed total for services will be negotiated with the selected Consultant Design Team prior to execution of the contract.

E. Evidence of Ability to Obtain Insurance.

1. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
2. **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.
3. **Professional Liability** (Errors and Omissions) insurance written on claims made basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

4. Workers Compensation Workers Compensation insurance limits written as follows:

Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee,
Five Hundred Thousand Dollars (\$500,000) policy limit.

5. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. 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.
6. 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.

F. Professional Services Agreement Statement. A copy of the City's standard Professional Services Agreement is included in the Attachments Section of this RFP. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify. The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with the City's insurance/indemnity provision) will count against a proposal.

V. Fee Schedule

Fees should be outlined with the proposed costs for the services including:

- Fixed hourly rates for the Conceptual, Preliminary, Schematic and Design Development.
- Percentage of the Design Development Cost estimate to be used as a basis for the Construction Documents and Construction Administration Phase.
- The fixed hourly rates are to show the persons who will be assigned, titles, and applicable rates. For example: John Smith, Architect I, \$75 per hour.
- Any additional reimbursable expenses.
- Rates for any additional studies that may be required as part of the MPD review criteria in the [LMC](#).

PCMC will contract with the selected proponent upon approval of the City Council. PCMC will either award both projects to one bidder or will award each project to two separate bidders.

Price may not be the sole deciding factor.

VI. Selection Process

All respondents must address submittal requirements outlined in **Section IV, Submittal Requirements**. Each respondent bears the sole responsibility for the items included or not included in its submittal. Proposals lacking required information will not be considered.

After evaluation of the complete proposals received in response to this RFP, City staff and other community representatives as part of the selection committee may conduct interviews with one or more Applicants. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with out insurance/indemnity provision) counts against a bidder.

During any interviews, applicants will be encouraged to elaborate on their qualifications, experience, performance data, project approach, and staff expertise relevant to the project. PCMC expects the key personnel proposed for the project to be present at the interviews.

At the conclusion of the interviews, the Selection Committee shall rank, in the order of preference, the Applicants whose professional qualifications and proposed services are deemed most meritorious.

Negotiations, including the final scope of work, shall then be conducted with the applicant ranked first. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that applicant. Otherwise, negotiations with the applicant shall be formally terminated and the City will move on to the next applicant.

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

PCMC reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Statement of Qualifications. PCMC reserves the right to select the applicant(s) whose qualifications, in the City's sole judgment, best meet the needs of the City. Award of contract is subject to approval by the City Council of Park City.

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed.	10 percent
Qualifications/expertise of team members in high density affordable housing in resort communities.	15 percent
Qualifications/expertise of team members in net zero design.	15 percent
Expertise in following the Park City planning, building, and engineering approval processes.	20 percent
Experience completing successful projects in Park City/Summit County Projects or similar communities.	5 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	20 percent
COST	
Proposed Fee Schedule	15 percent

VII. Submittal Instructions

Proposal submittals must be received by **4:00 p.m. on Thursday, October 5, 2017**, via email to: jglidden@parkcity.org. Expensive and elaborate statements are discouraged. E-mails should be no larger than seven (7) megs. Respondents must ensure receipt of materials by the time and date specified.

Statements should be signed by a duly authorized official(s) of the firm(s). Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or legal entity which is not a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the team. If the firm submitting the proposal utilizes third parties for completing the RFP requirements, list what portion of the proposal will be completed by third parties and the name of the third party.

Firms or teams will be evaluated, among other things, as to relevant experience, ability to begin and complete the work, and feedback from references. Proposals will be good for sixty (60) days. Submissions will be subject to the Government Records and Retention Management Act, ("GRAMA") and may be subject to disclosure unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.

VIII. Tentative Schedule of Selection Process:

- | | |
|---|---|
| 1. Responses to the RFP deadline: | By 4 p.m. on Thursday, October 5, 2017 |
| 2. Interview for Selected Applicants: | Week of October 16, 2017 (if necessary) |
| 3. Selection of Firm: | Week of October 23, 2017 |
| 4. Finalize and Award Contract: | Week of November 6, 2017 |
| 5. Notice to Proceed: | Week of November 13, 2017 |
| 6. Schematic Design Estimate: | Week of January 29, 2017 |
| 7. Design Documents for Woodside Park
Phase 2 and 1875 Homestake | Week of April 26, 2018 |

- | | |
|--|----------------------------|
| 8. Construction Documents for
1875 Homestake | Week of August 6, 2018 |
| 9. Construction Bid | Week of August 20, 2018 |
| 9. Award Construction Contract for
1875 Homestake | Week of September 13, 2018 |

IX. Requests for Additional Information

Any questions concerning the submittal or the project shall be sent by 4:00 p.m. on Tuesday, October 3, 2017, in written form via email inquiry to the attention of Jason Glidden, at jglidden@parkcity.org. If you wish to receive a copy of all questions received and responses provided, please check the City website each Friday evening.

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

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

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

The City has designated _____, 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.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on

_____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work

hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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

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

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider 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 Service Provider shall ensure that applicants are employed, and 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. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

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

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

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

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

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

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

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

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF _____)

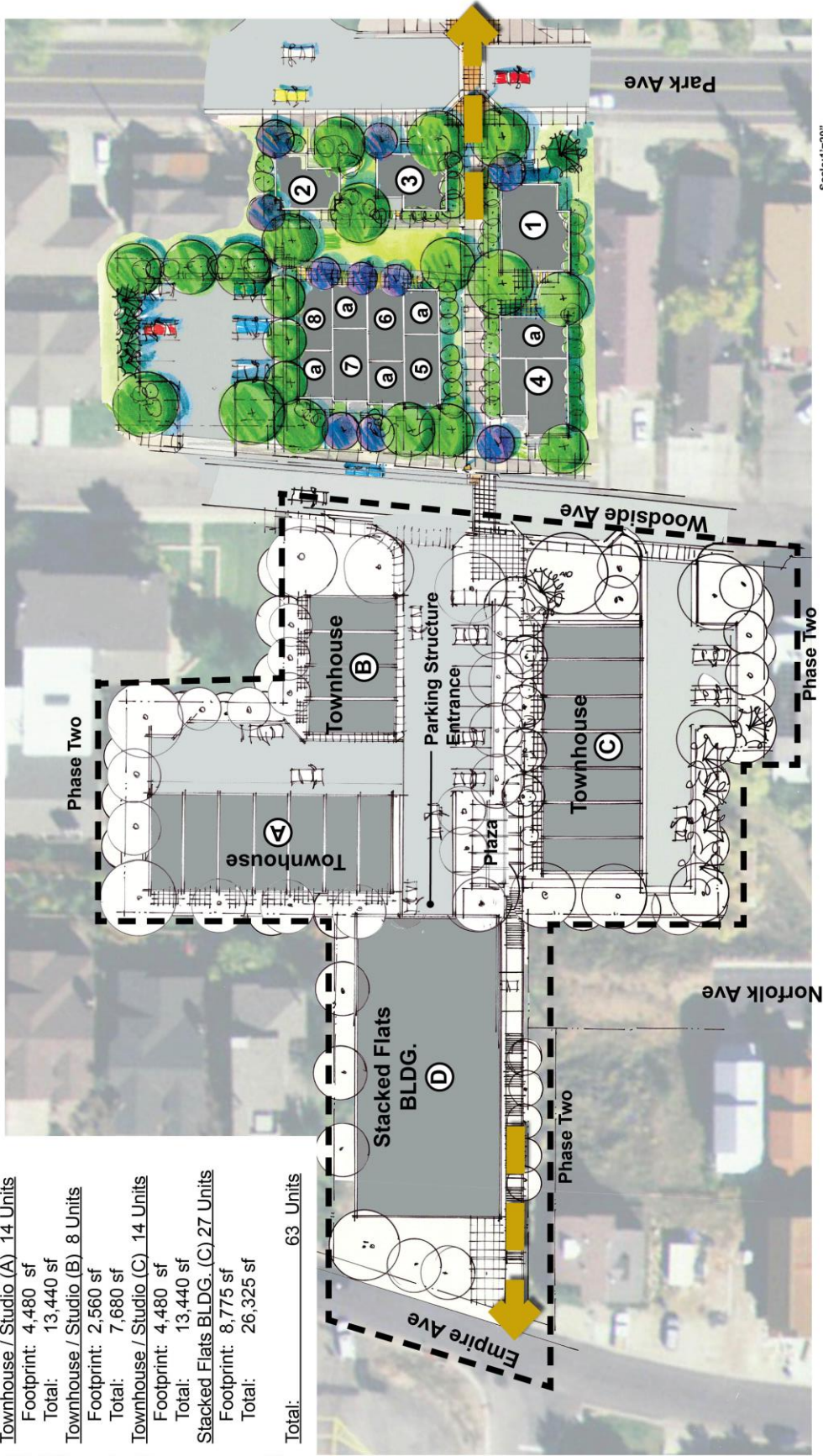
On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by Authority of its Bylaws/Resolution of the Board of Directors or Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation (or limited liability company).

Notary Public

APPENDIX A

Development Data:

Townhouse / Studio (A)	14 Units
Footprint:	4,480 sf
Total:	13,440 sf
Townhouse / Studio (B)	8 Units
Footprint:	2,560 sf
Total:	7,680 sf
Townhouse / Studio (C)	14 Units
Footprint:	4,480 sf
Total:	13,440 sf
Stacked Flats BLDG. (D)	27 Units
Footprint:	8,775 sf
Total:	26,325 sf
Total:	63 Units



Woodside Park
Park City, Utah

Phase Two
Option (2)



11-01-16



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

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

Respectfully:

Beth Bynan, Business License Specialist

City Council Staff Report



Subject: Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2018 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: November 16, 2017
Type of Item: New Business

Summary Recommendation

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

Executive Summary

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

Acronyms

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

Background

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

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

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

Condition of Approval:

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

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

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

Vibrancy:

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

However, staff would like specifically make note of license applications for locations that may be considered questionable in terms of vibrancy and provide further details.

- 573 Main Street (Claimjumper) was/has been in question related to Vibrancy, but currently meets the definition. Prospect Art maintains a Business License for the location's first floor, and Top Mark Industries maintains an active license for the 2nd and 3rd floors. The tenants are actively advertising, utilizing or occupying the property (staff visited twice and was open both times), the location has a current lease in place, and there are signs, displays, or clear indication that they are open or occupied.

Alternatives for City Council to Consider

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

Pros

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

Cons

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

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

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

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

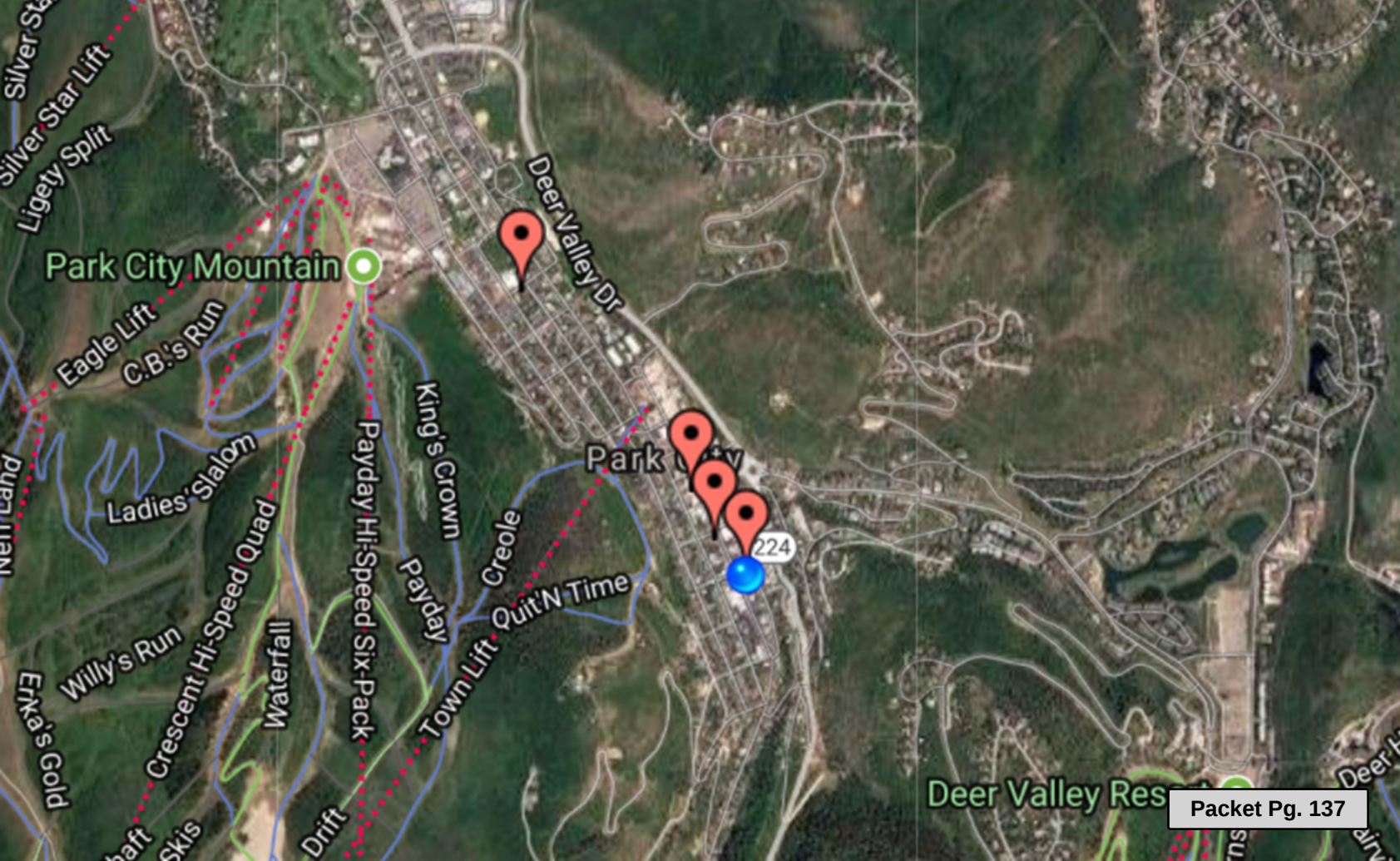
Department Review

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

Attachments

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

	Applicant Name	Location Address	Regular Tenant	Storefront Property
	To Be Approved			
1	Brilliant Consulting/Stella Lounge	364 Main Street	Elegante	No
2	Brilliant Consulting/Grey Goose Blue Door	449 Main Street	Robert Kelly	Yes
3	Brilliant Consulting/Chase Sapphire	573 Main Street	Prospect Gallery	Yes
4	Sundance Institute/The Shop (week 1)	1167 Woodside Avenue	In Studio Design	No
5	Sundance Institute/The Shop (week 2)	1167 Woodside Avenue	In Studio Design	No
6	Sundance Institute (week 1)	573 Main Street (2nd/3rd floor)	TopMark Industries	No
7	Sundance Institute (week 2)	573 Main Street (2nd/3rd floor)	TopMark Industries	No





DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

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

Respectfully:

Beth Bynan, Business License Specialist



City Council Staff Report

Subject: Council Approval of Type 2 Convention Sales Licenses
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: November 16, 2017
Type of Item: New Business

Summary Recommendation

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

Executive Summary

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

Acronyms

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

Background

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

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

The process for a Type 2 CLS is as follows:

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

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

During the March 9, 2017 City Council meeting ([Minutes](#)) staff agreed to share with Council additional details regarding the applicants. The applicant this week has turned in all necessary application materials on-time and will be operating at a venue that has been used for activity during Sundance in recent years past. The venue has a full-time business license in place.

Vibrancy:

During the November 9, 2017 work session vibrancy on Main Street was discussed. It is staff's determination that all Storefront Properties within the HRC and HCB Districts are vibrant.

Alternatives for City Council to Consider

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

Pros

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

Cons

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

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

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

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

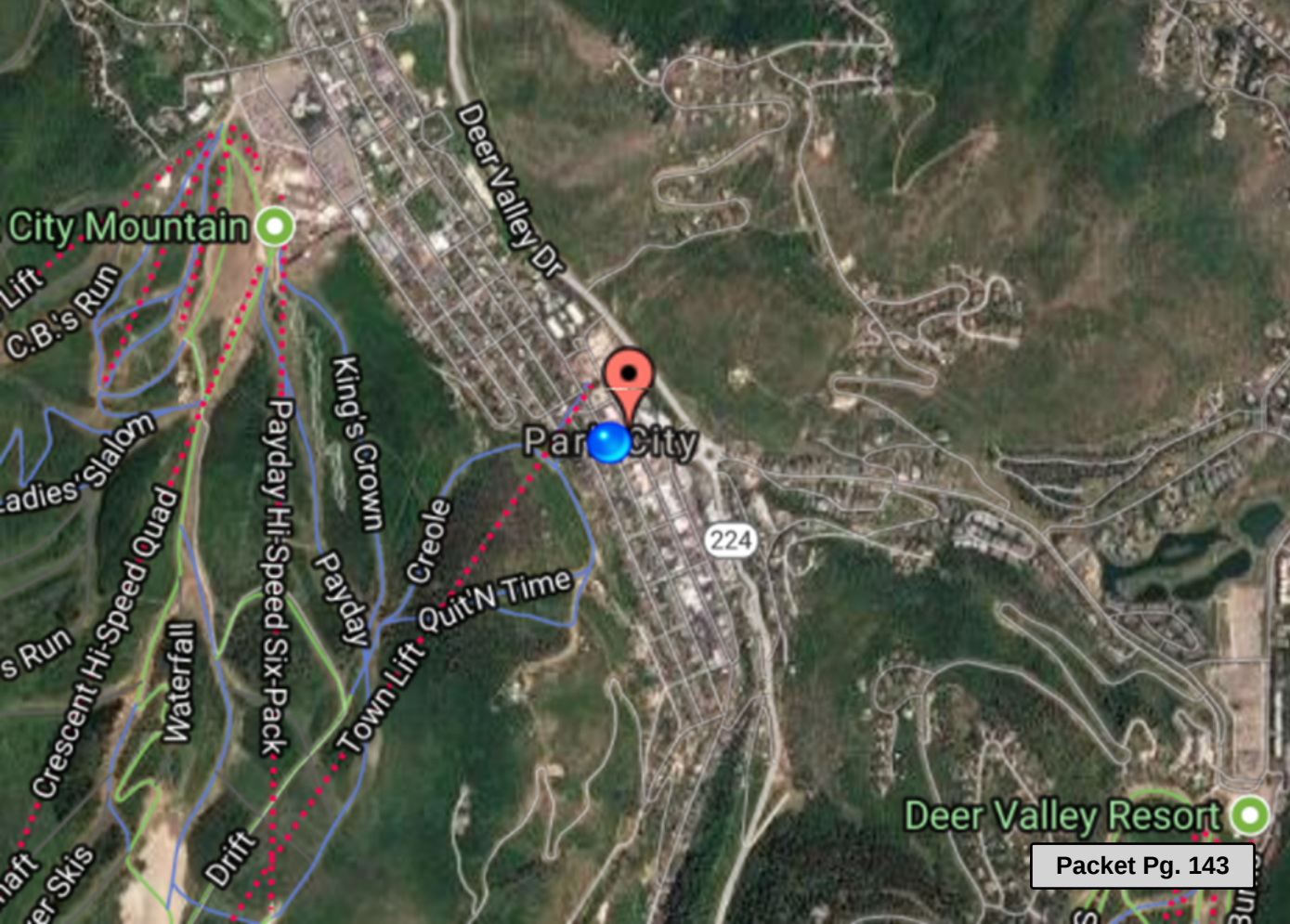
Department Review

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

Attachments

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

	Applicant Name	Location Address	Storefront Y/N	CCB Y/N
	To Be Approved			
1	PMC-IndieWire	625 Main Street	Y	N
2	Lucy Stepp/Deadline Studio	900 Main Street	N	N
3	ScreenVision	900 Main Street	N	N



City Mountain

Lift
C.B.'s Run

Ladies' Slalom

s Run

raft
er Skis

Waterfall

Payday Hi-Speed Six-Pack

Drift

King's Crown
Payday

Town Lift

Creole

Quit'N Time

Deer Valley Dr

Park City

224

Deer Valley Resort



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Zayo Group, LLC is proposing to construct, build and maintain a fiber optic communication system in Park City's public Right-of-Way to provide service to its wholesale customers. Zayo Group's current wholesale customer in Park City is Verizon. Zayo Group is providing fiber optic connectivity to the small cell antenna system Verizon is installing on private property located within City limits.

Respectfully:

Matthew Cassel, City Engineer



City Council Staff Report

Subject: Fiber Optic Franchise Agreement
with Zayo Group, LLC
Author: Matthew Cassel, Engineering
Date: November 16, 2017
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council authorize the City Manager to execute a non-exclusive communication/fiber optic franchise agreement with Zayo Group, LLC in a form approved by the City Attorney.

Executive Summary:

Zayo Group, LLC is proposing to construct, build and maintain a fiber optic (FO) communication system in Park City's public right-of-way to provide service to its wholesale customers. Zayo Group's current wholesale customer in Park City is Verizon. Zayo Group is providing fiber optic connectivity to the small cell antenna system Verizon is installing on private property located within City limits.

Acronyms

FO – Fiber Optic

PSC – Public Service Commission

RMP – Rocky Mountain Power

ROW – Right-of-Way

SBWRD – Snyderville Basin Water Reclamation District

The Problem:

As the demand for mobile wireless increases, service providers are finding areas in their system that lack capacity to support the increasing demand. Their solution for these areas is to install small cell antennas. The small cell antennas proposed by Verizon require FO connection to their communication hub(s) located elsewhere in the City.

The immediate need for this agreement is the City recently approved two small cell antennas, one on the roof of 250 Main Street, and one on the roof of 340 Main Street. If a non-exclusive franchise agreement is granted to the Zayo Group, FO will be installed so these two small cell antennas can be connected into Verizon's telecommunication system.

Background:

The telecommunication franchise agreements granted by Park City over the years are listed below in order of approval. Park City has also granted other franchise agreements with Utah Power and Light (now RMP) and Mountain Fuel (now Dominion Energy).

- On November 4, 1973, Park City adopted Ordinance 73-15 granting US West

(now CenturyLink) a 50 year telephone franchise. The franchise expires on November 4, 2023,

- On September 30, 1980, Park City adopted Ordinance 80-22 granting Park City C.A.T.V. Associates a 15 year cable franchise. This Ordinance was repealed by Ordinance 94-44,
- On October 27, 1994, Park City adopted Ordinance 94-44 renewing the cable franchise agreement with TCI Cablevision (formerly PCCATV Associates) for another 13 years. The franchise expired on November 2, 2007,
- On February 25, 1999, Park City entered into a telecommunication franchise agreement with Electric Lightwave, Inc. The franchise agreement was for five (5) years and, without written notice by the provider to renew, expired on March 1, 2004,
- On December 13, 2007, Park City entered into a telecommunication franchise agreement with All West/Utah, Inc. This franchise agreement was for 13 years and expires on November 30, 2020,
- On June 5, 2008, Park City renewed the cable franchise agreement with Comcast (formerly TCI Cablevision) for another 13 years. This franchise agreement expires on November 30, 2020,
- On April 26, 2017, the Planning Commission approved a Conditional Use Permit for the establishment of a new telecommunication facility (small cell antenna) on the roof of the Wasatch Brew Pub (250 Main Street),
- On May 10, 2017, the Planning Commission approved a Conditional Use Permit for the establishment of a new telecommunication facility (small cell antenna) on the roof of 340 Main Street.

Alternatives:

A. Approve the Request:

This alternative approves a non-exclusive communication/fiber optic franchise agreement with Zayo Group, LLC.

Pros – Mobile phone data coverage along the Main Street corridor should improve.

Cons – Additional dry utilities located in the City's ROW

B. Deny the Request:

This alternative would deny a non-exclusive communication/fiber optic franchise agreement with Zayo Group, LLC.

Pros – One less franchise agreement to manage.

Cons – The FO cable will still need to be installed in the City's ROW. Verizon still requires FO to connect the new small cell antennas at 250 and 340 Main Street into their system. This means Verizon would need to work with one of the other existing telecommunication franchises to provide the FO connection.

Analysis:

As required by Park City Municipal Code 4B-2-5 Franchise Applications, Zayo Group, LLC has submitted the following:

- Franchise agreement application,
- \$500 application fee,

- A copy of the order form the Public Service Commission granting a Certificate of Convenience and Necessity,
- Form 10-K from their company's annual report showing their financial ability to compensate the City for intrusion, maintenance and use of the ROW during the franchise term proposed,
- A map showing the location of their system in the City's ROW,
- A statement of the purpose of the franchise,
- Draft franchise agreement

Staff and our Legal Department have been working diligently with the Zayo Group on the draft franchise agreement and are close to agreement as to the form. Staff's last step is to verify that all the requirements of the following sections of Park City's municipal code are included in the final franchise agreement;

- Park City Municipal Code 4B-1 Franchised Utilities And Cable Television Operator
- Park City Municipal Code 4B-2 Telecommunications And Rights-Of-Way
- Park City Municipal Code 4B-14A Telecommunications Tax

Future of Telecommunication in Park City

Staff's greatest concern is the ever-changing and rapid technology development of telecommunication systems. Impacts staff have been considering includes;

- Changes to the Cities municipal code to keep up with the changing technology,
- Impacts to the City's ROW (when do we say enough is enough and when and how do we determine there is no more room in the ROW for additional utilities),
- Impacts to view sheds (antenna locations and support infrastructures for these antennas) if antenna are permitted to go in the ROW.

Staff does not consider a franchise agreement with Zayo Group, LLC inches us closer to a tipping point and recommends approval of this franchise agreement.

Council has indicated to staff that they would like to see high-quality connectivity throughout Park City so, as a next step, staff recommends that we sit down with Council in a study session to discuss;

- The future of telecommunications in Park City,
- The anticipated impacts to our built and natural environments,
- Possible identification of a tipping point where the telecommunication systems and infrastructure start to impact the community's way of life.

Department Review:

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

Funding:

There are no significant or financial impacts arising from the recommended action that have not previously been considered.

Recommendation:

Staff recommends City Council authorize the City Manager to execute a non-exclusive communication/fiber optic franchise agreement with Zayo Group, LLC in a form approved by the City Attorney.

Exhibits – Draft Franchise Agreement

**DRAFT COMMUNICATION FIBER OPTIC
FRANCHISE AGREEMENT BETWEEN PARK CITY
MUNICIPAL CORPORATION AND
ZAYO GROUP, LLC**

This Franchise Agreement ("Franchise") is between Park City Municipal Corporation, hereinafter referred to as "the Franchising Authority" or "City" and Zayo Group, LLC, hereinafter referred to as "the Grantee" or "Provider." The Franchising Authority and the Grantee are referred to together as "the Parties."

The Franchising Authority hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the communication related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Communication System on the terms set forth herein.

W I T N E S S E T H:

WHEREAS, the City owns, or holds in trust, title to certain rights-of-way within the City.

WHEREAS, the Grantee desires to use such rights-of-way to construct, install and operate telecommunication facilities, along the alignment identified on Exhibit A attached hereto.

WHEREAS, the City has enacted Title 4, Chapter 14 of the Municipal Code of Park City (hereinafter the "Telecommunications and Rights-of-Way Ordinance") which governs the application and review process for Telecommunications Franchises in the City; and

WHEREAS, the Telecommunications and Rights-of-Way Ordinance requires all persons desiring to locate conduit or cable within the right-of-way of the City to first obtain a telecommunications right-of-way permit.

WHEREAS, the City is willing to allow the Grantee to use such rights-of-way for such purpose, and to issue a telecommunications right-of-way permit to the Grantee; provided that the City is adequately compensated for such use, and that provisions are made for the proper management of such use.

WHEREAS, the City has enacted Title 4, Chapter 14A of the Municipal Code of Park City (hereinafter the "Telecommunications Tax Ordinance") which levies a municipal telecommunications license tax on the gross receipts from telecommunications service attributed to Park City; and

WHEREAS, the City, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications system in the City as identified in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

SECTION 1

Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. The definitions in the Telecommunications and Rights-of-Way Ordinance and Telecommunications Tax Ordinance shall apply herein unless a different meaning is indicated. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- B. "Communication Act" means the Communications Act of 1934, as amended.
- C. "Communication System" means the integrated multi-conduit, multi-ring fiber optic communication system comprised of innerducts and other conduit tubing, the Lateral Spurs, and the manholes, handholes and the cable located therein, and all related equipment, all of which are owned, leased or controlled by Provider.
- D. **"Company Facilities"** or **"Facilities"** shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service.
- E. **"Construction"** or **"Construct"** shall mean, without limitation, constructing, acquiring, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing, and using Company Facilities.
- F. **"Dark fiber"** is optical fiber infrastructure cabling and repeaters that is currently in place but through which light pulses are not being transmitted.
- G. **"Emergency"** means any unforeseen circumstance or occurrence, the existence of which constitutes an immediate and substantial risk of personal injury or damage to property, or which causes interruption of utility or public services or an interruption of telecommunications services.
- H. "Gross Revenue" means "Gross Receipts from telecommunications service" as defined in the Telecommunications Tax Ordinance.

I. “**Maintenance**,” “**maintaining**,” or “**maintain**” shall mean, without limitation, repairing, replacing, relocating, examining, testing, and inspecting.

J. “Public Way” shall mean “Right of Way” as defined in Telecommunications and Rights-of-Way Ordinance.

K. “Service Area” means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

L. “Standard Installation” is defined as up to one hundred twenty-five (125) feet from the nearest fiber access point to the Subscriber's optical network termination.

M. “**Standard Specifications**” shall mean the Park City Specifications and Standard Details – Construction Projects, which govern construction in the Public Ways.

N. “Subscriber” means “customer” as defined in the Telecommunications Tax Ordinance

SECTION 2

Grant of Franchise

2.1 **Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Communication System in, along the alignment, and for the distance, identified on Exhibit A attached hereto, for the purpose of installing, operating and maintaining any of the following telecommunication facilities (collectively the “Facilities”), along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Communication System. The portion of the City's Right-of-Way physically occupied by the Facilities shall be referred to herein collectively as the “Occupied Corridor.” Exhibit A may be supplemented or modified by the Permittee from time to time, with the consent of the City, and upon an adjustment of the annual permit fee provided for below.

2.2 **Ordinance.** The City has adopted the Telecommunications and Rights-of-Way Ordinance which is attached to this Agreement as “Exhibit B” and incorporated herein by reference. The Provider acknowledges that it has had an opportunity to read and become familiar with the Telecommunications and Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications and Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications and Rights-of-Way Ordinance. The definitions in the

Telecommunications and Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Telecommunications and Rights-of-Way Ordinance which is determined to be unlawful or beyond the City's authority.

2.3 Ordinance Amendments. The City reserves the right to amend the Telecommunications and Rights-of-Way Ordinance at any time. The City shall give the Provider written notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the Provider's rights and obligations under the Telecommunications and Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

2.4 Franchise Description, No Assignment. The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the City's receipt of monetary and services compensation, the nonexclusive right, privilege, and franchise to construct, operate and maintain a fiber optic telecommunications network in, under, above and across the Occupied Corridor. **The grant of this franchise includes the service of providing dark fiber to end users. The Provider shall not permit the use of its fiber optic system, its duct or pathways, its pole attachments or any plant equipment on the Public Ways in any manner that would avoid or seek to avoid the need for a franchise from the City for the business of another person as provided herein below. Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521, *et seq.*, as amended) without first having obtained a separate cable franchise from the City.** The franchise does not grant to the Provider the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. **The rights granted by this Agreement may not be subdivided, assigned, or subleased to another person unless agreed to in writing by the City.**

2.5 Licenses. The Provider represents that it has obtained the necessary approvals, licenses or permits required by federal and State law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

2.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

2.7 Term. The Franchise granted hereunder shall be for an initial term of thirteen (13) years commencing on the Effective Date of the Franchise as set forth in subsection 8.9, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.8 Rights of Provider upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture, the Provider shall have the right to remove from the Rights-of-Way any

and all of its System, subject to the limitations and conditions of the Telecommunications and Rights-of-Way Ordinance Section 4-14-9(D). In such event, it shall be the duty of the Provider, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. The City has the right to require removal of the System by the Provider if the franchise expired or revoked, or the City has at its discretion, to take ownership if the System is abandoned. Abandoned shall mean no use for one year. The City may require the Provider to remove sections of the System if those section are abandoned.

2.9 City Use of Poles, Underground Trenches or Infrastructure, and Overhead Structures. The City shall have the right, without cost, to use all poles, underground trenches or infrastructure, and overhead structures owned or leased by the Provider within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties.

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

2.11 Telecommunications Tax Ordinance. Pursuant to the Utah Municipal Telecommunications Tax Act, Utah Code Annotated §§ 10-1-401 to -410, as amended, Park City has levied a municipal telecommunications license tax on the gross receipts from telecommunications service attributed to Park City. The Park City Telecommunications Tax ordinance, codified at Title 4, Chapter 14a of the Municipal Code of Park City, is hereby incorporated by reference into this Agreement and attached hereto as "Exhibit C." In accordance with state law, the municipal telecommunications tax is levied by Park City in lieu of franchise fees (except for administrative fees discussed at subsection 2.2 herein) and imposed upon telecommunications providers.

2.12 Administrative Fees. The Provider shall pay to the City any and all applicable administrative fees pursuant to Section 4-14-4 of the Municipal Code of Park City, as amended.

SECTION 3

Standards of Service

3.1 Conditions of Occupancy. The Communication System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Work in the City Public Ways. The Provider shall comply with and follow the City's work in the ROW standards (Chapter 14 of the Park City Municipal Code) in all work it performs in the Public Ways.

(a) The Provider shall obtain all required permits or approvals for construction, maintenance and operations, and shall at all times be subject to and comply with all applicable laws, statutes, codes, rules, regulations, standards, and procedures regarding the construction, operation and maintenance of the Provider's Facilities in the Public Ways, now in force or which, hereafter, may be promulgated (including but not limited to applicable zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. The City may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event the Provider should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give the Provider written notice of such non-compliance and the time for correction provided by ordinance or as provided herein.

(b) All work in City streets shall be done in a safe manner, and shall follow the Park City Standard and Construction Specifications and the Manual of Uniform Traffic Control Devices (MUTCD). Upon the City's request, the Provider will provide the City with a status report of such measures.

(c) All Facilities constructed by the Provider shall be located so as to cause minimum interference with and injury to (i) public use of Public Ways; (ii) the City's water mains, storm water infrastructure, street lights, or any other municipal use of the Public Ways; and (iii) trees and other natural features.

(d) **Workmanlike Manner.** The installation, maintenance, renovation, and replacement of Provider's Facilities in the Public Ways shall be performed in a good and workmanlike manner.

(e) **Emergency Repairs.** In any Emergency event in which Provider needs to cut or excavate a Public Way, and in which the Provider must act immediately and is unable to obtain a permit for excavating in the Public Ways from the City beforehand, the Provider shall provide the City Engineering Department with notification of such work as soon as practicable by calling the City Engineering Department at its regular number, or if after the Department's business hours, by calling (435) 615-5503 or such other emergency telephone number provided to Provider by the City, and shall report the emergency and all related information requested by the City representative on call. In the event the Provider is unable to reach a City representative by calling the City's emergency telephone number, then the Provider shall continue to try to reach a City representative by calling that number but shall in any event call the Engineering Department to report the emergency within the first hour of the next day on which the City is open for business. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency.

(f) **Damage to Public Property.** If, during the course of installation, removal, inspection, or work on its Facilities, the Provider, its officers, agents, contractors, or employees causes damage to or alters any Public Ways or City property other than damage from ordinary wear and tear and other damages not caused by Provider, the Provider shall (at its own cost and expense, and in accordance with the City's Standard Specifications) replace and restore it to as good a condition as existed before the work commenced within such reasonable time as the City shall require, and shall be liable to the City for any reasonable costs and expenses incurred by the City as a result of such damage or alteration. Except in case of Emergency in which the Provider is unable to obtain a permit for

excavating in the Public Ways from the City beforehand, the Provider shall, prior to commencing work in the Public Ways City street or other City public places, obtain a permit to perform such work from the City. The Provider will abide by all lawful applicable ordinances, rules, regulations, including the City's Standard Specifications for such work. The Provider shall give the City the telephone number of the Provider's representative for contact in an emergency. This section shall survive termination of this Agreement.

(g) **Removal and Protection of City Property.** No City property shall be removed from the Public Way, including signage on utility poles, without prior permission from an authorized representative of the City.

(h) **Excavations.** The Provider shall comply with all City laws and regulations for excavation and construction and shall be responsible for obtaining all applicable permits before beginning work in the Public Ways. The City shall have the right to inspect all construction or excavation. All construction, excavation, maintenance and repair work done by the Provider shall be performed in a timely and expeditious way in conformity with the applicable laws and ordinances, including the City Standard Specifications and Details for Municipal Construction, and in a manner which minimizes the inconvenience to the public or individuals. All public and private property in or adjacent to dedicated easements disturbed by Provider's construction or excavation activities shall be restored as soon as possible by the Provider, at its expense, to substantially its former condition, subject to inspection by the City and compliance by the Provider with remedial action required by the City Engineer or his representative pursuant to said inspection. The Provider shall comply with the City's requests for prompt action to remedy all damage caused by Provider, its officers, employees, agents and contractors to public property adjacent to streets or dedicated easements where the Provider is performing excavation or construction work.

(i) **Cooperation With Others In Placing Lines Underground.** The Provider shall, when undertaking a project of placing its fiber optic lines and other Facilities underground, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other public utility companies or telecommunication companies are placing their lines underground, the Provider shall, where feasible, cooperate with these utilities and companies and undertake to place its Facilities underground as part of the same project.

(j) **Prohibitions.** Except as otherwise provided herein, Facilities maintained or installed by Provider within the City shall be so located and constructed as not to do any of the following acts:

- (a) Interfere with access to or use of any water or fire hydrant; obscure the vision of or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- (b) Interfere with sight distance established by any ordinance or law;
- (c) Obscure the light from any street light;

- (d) Cross any water or sewer line except at a 90-degree angle, except in accordance with permission for such crossing from the City;
- (e) Damage irrigation, landscaping or trees owned or maintained by the City;
- (f) Damage any communications lines owned or maintained by the City; and
- (g) Install Facilities in the paved sidewalk area unless authorized in advance by the City.
- (k) **As-Built Drawings.** After construction of new Provider Facilities or extensions of existing Facilities, Provider shall within a reasonable time, but no more than 90 days, develop and deliver to the City as-built drawings and maps in a format requested by the City.
- (l) **Damage to Others' Facilities.** During construction or maintenance, if Provider, its contractors, subcontractors, employees, agents or assigns causes damage to or a break in any lines, cables, ducts, conduit or other facilities located in or out of the Public Ways, the Provider shall immediately notify the affected party and the City by the fastest practical means.
- (m) **Hazardous Materials.** If contaminated or Hazardous Material is discovered within or adjacent to the Public Way, the Provider shall stop work in that affected area, notify the City Engineer of the hazardous material immediately, and report accurately and in writing the facts of the encounter to the City Engineer. Work in the affected area shall not thereafter be resumed except by written order of the City Engineer unless and until the material is determined not to be a Hazardous Material or the Hazardous Material is remediated. The City may choose to remediate the Hazardous Material with a separate contractor, or the City may contract with Provider or its contractor under terms and conditions mutually agreeable to the contracting parties. However, nothing herein shall be construed to obligate the City to remediate Hazardous Materials encountered by the Provider. Response to, remediation of, and liability for Hazardous Materials shall comply with Section 2.19 of the Standard Specifications and applicable federal and Utah law, provided, however, that Provider shall not be liable for the cost of any remediation or other work or any damages or liabilities arising from Hazardous Materials unless Provider, its employees, agents, contractor, or subcontractor, is directly responsible for introducing Hazardous Material or causing the release of the Hazardous Material, or is otherwise liable under applicable law. To the extent that Provider is responsible for or elects to perform any remediation or similar work regarding Hazardous Substance, before recommencing work within the Public Way, the Provider shall provide the City Engineer with plans and other documentation that demonstrates that the contaminated or Hazardous Material has been and will be properly handled, and that continued work within the Public Way poses no threat to the environment and/or human health or safety of public or private property. If the City chooses to perform the remediation with a separate contractor, then the City shall promptly notify Provider in writing when Provider's work may recommence. The terms of this section shall survive the termination of this Agreement.

The term "**Hazardous Material**" shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the State of Utah or any political subdivision thereof; or

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or

(c) which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6987; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801-1812; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clean Air Act, 42 U.S.C. §§ 7401-7642; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2655; the Safe Drinking Water Act, 42 U.S.C. §§ 300f - 300j; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001-11050; under title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, State and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Public Ways, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated; or

(d) the presence of which in the Public Ways requires investigation or remediation under any federal, State or local statute, regulation, ordinance, order, action, policy, or common law.

(n) **City's Right to Perform.** If Provider, its successors or assigns fails to perform any obligation under Article 7 of this Agreement, then the City shall have the right, but not the obligation, by its own employees or by a contractor, to perform the obligation upon fifteen (15) days prior written notice to the Provider. Sandy City shall in that event be reimbursed by the Provider within thirty (30) days after receipt of a detailed invoice for the work so performed.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days in the event of a temporary relocation and no less than thirty (30) business days for a permanent relocation, the Grantee shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a

lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. After obtaining the prior written consent of the Franchising Authority's Forestry Manager, the Grantee shall have the authority to trim trees or other natural growth overhanging any of its Communication System within Public Ways in the Service Area so as to prevent branches from coming in contact with the Grantee's wires, cables, or other equipment. The Grantee shall reasonably compensate the Franchising Authority for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the system undertaken by the Grantee. Such replacement shall satisfy any and all obligations the Grantee may have to the Franchising Authority pursuant to the terms of this Section. Nothing herein shall give the Grantee the right to trim trees not within Public Ways without the permission of the Landowner or without the permission of the Franchising Authority upon showing of public need.

3.6 Safety Requirements. Construction, operation, and maintenance of the Communication System shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Communication System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

3.7 Aerial and Underground Construction. Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid. All other codes and ordinances of the Franchising Authority that pertain to such construction shall be complied with.

A. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground, and wherever possible depending on the season and the location construct, operate and maintain all of its transmission and distribution facilities, or any part thereof, underground. If the reason for not putting the facilities underground is seasonal, subject to Franchising Authority waiver as weather and other conditions may require the Grantee shall make reasonable efforts to move such facilities underground as weather permits, but no later than June 30 of the next summer.

B. For the purposes of this Franchise, with the exception of service drops, facilities to be placed "underground" shall be at least eighteen (18) inches below the surface grade.

C. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment.

D. Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the Effective Date of this Franchise, the Grantee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

E. Grantee shall have no more than seven (7) working days, excluding weekends, to bury a customer drop if it should have to be placed temporarily above ground for any reason. Should the Franchising Authority feel that the Grantee is not in compliance with this Subsection, 3.7(E), after giving the Grantee five (5) days written notice to bury the drop(s) or explain the reason for noncompliance, the Franchising Authority may impose a fine not to exceed seventy-five dollars (\$75.00) per day for the first five (5) days and one hundred fifty dollars (\$150.00) each day thereafter, until such time that the Grantee has buried the drop(s). The Franchising Authority recognizes that there are seasonal limitations to the Grantee's ability to comply with this Section during the winter months, therefore:

1. This requirement is waived during any period in which the Grantee is unable to comply due to frozen ground or other weather conditions.

2. The Grantee shall provide the City, no later than March 31 of each year, with a count of the number of drops which were temporarily laid above ground from the preceding winter and which are still unburied, along with a schedule to bury such drops no later than June 30 of that year.

3.8 Required Extensions of the Communication System.

A. In case of new construction or property development where utilities are to be placed underground, the Franchising Authority shall require the developer or property owner to give the Grantee reasonable notice of not less than thirty (30) days prior to such construction or development, of the particular date on which open trenching will be available for the Grantee's installation of conduit, pedestals and/or vaults, and the laterals to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for trenching. The developer or property owner may close the requisite trenches when (i) the Grantee has placed the conduit, and other equipment required to provide Cable Service, (ii) seven (7) days after the property owner or developer has given a second written notice that the requisite trench has been opened, or (iii) the Grantee has waived its right in writing to place its facilities under this provision,

whichever comes sooner. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner. Where trenching is provided by the developer or property owner, the extension standards in Section 3.8A will be reduced to nine (9) residences requesting service within one-quarter mile.

C. Within thirty (30) days of a request by the Franchising Authority, the Grantee shall provide to the Franchising Authority a list or map of areas within the Service Area which are tentatively scheduled for construction/extension of the Communication System for the following calendar year.

3.9 Technical Standards. The Grantee is responsible for insuring that the Communication System is designed, installed and operated in a manner that fully complies with FCC rules. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

3.10 Service to Public Facilities.

A. The Grantee shall, upon request, provide without charge, one connection to those Franchising Authority offices, fire station(s), police station(s), and other Franchising Authority buildings that are passed by its Communication System. The connection shall not be used to distribute or sell services in or throughout such buildings. Users of such connections shall hold the Grantee harmless from any and all liability or claims arising out of their use of such connections, including but not limited to, those arising from copyright liability. The Grantee shall not be required to provide a connection to such buildings where the drop line from the feeder cable to said building or premises exceeds one hundred twenty-five (125) cable feet unless the appropriate governmental entity agrees to pay the incremental cost of such drop line in excess of one hundred twenty-five (125) cable feet. If additional connections are provided to such buildings, the building owner shall pay the usual installation fees associated therewith, including, but not limited to, labor and materials.

B. All applications of the system by the Franchising Authority under this Section are intended solely for their use, and are not for resale or commercial use.

3.11 Availability of Public Funds. If public funds are available to any person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall Notify the Grantee of the availability and the Franchising Authority may make application for such funds on behalf of the Grantee.

3.12 System Capability.

A. The Communication System will be designed to the most current specifications which the Grantee has deployed in systems of similar size and characteristics provided that the Grantee shall not be required to provide technology or service which is deemed to be experimental by industry standards. At minimum, the Communication System will provide:

I. Fiber Optic Backbone Transportation

2. Widely deployed fiber-optic conductors
3. Fully activated return capability

B. Subject to the other terms and conditions of this Franchise and state and federal law, the Grantee may incorporate technological developments into the system at any time. In addition, after the fifth anniversary of the Effective Date of this Franchise and then again after the tenth anniversary of the Effective Date of this Franchise, the Franchising Authority and Grantee shall discuss technological developments and their incorporation into the Communication System in the Service Area. Nothing contained herein shall require the Grantee to incorporate such additions if such additions are not economically or technically feasible or if incorporation of such additions will adversely affect the operation, financial condition, or market development of the Communication System. The Grantee shall not unreasonably withhold incorporating such additions into the Communication System.

3.13 Use of the Grantee's Equipment by the Franchising Authority. Subject to any applicable local, state or federal regulations or tariffs, the Franchising Authority shall have the right to make additional use, for any public purpose, of any poles or conduits controlled or maintained exclusively by or for the Grantee in any Public Way; provided that: (a) such use by the Franchising Authority does not interfere with a current or future use by the Grantee; (b) the Franchising Authority holds the Grantee harmless against and from all claims, demands, costs, or liabilities of every kind and nature whatsoever arising out of such use of said poles or conduits, including, but not limited to reasonable attorneys' fees and costs; and (c) at the Grantee's sole discretion, the Franchising Authority may be required either to pay a reasonable negotiated market rental fee or otherwise reasonably compensate the Grantee for the use of such poles, conduits, or equipment.

SECTION 4

Regulation by the Franchising Authority

4.1 Rates and Charges. The City shall levy a municipal telecommunications license tax on the gross receipts from telecommunications service attributed to Park City.

SECTION 5

5.1 Testing for Compliance. The Franchising Authority may perform technical tests of the Communication System during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of the Grantee or the Communication System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving the Grantee reasonable notice thereof, not to be less than five (5) business days, and providing a representative of the Grantee an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially complied with such material provisions hereof, the cost of such testing shall be borne by the Franchising Authority. The Franchising Authority agrees that such testing shall be undertaken no more than once a

year without reasonable cause, including but not limited to customer complaints. The results thereof shall be made available to the Grantee.

5.2 Books and Records. The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during Normal Business Hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years from the date of the book or record. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be propriety or confidential in nature, nor disclose books and records of any affiliate which is not providing Communication Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 551 of the Cable Act.

On an annual basis, upon thirty (30) days prior written notice, the Franchising Authority, including the City's Auditor or his/her authorized representative, shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration and enforcement of this Franchise, in accordance with Generally Accepted Accounting Principles ("GAAP"). If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall pay the total cost of the audit. Such cost shall not exceed five thousand dollars (\$5000) for each year of the audit period without Grantee's prior written consent. The Franchising Authority's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three (3) years after each franchise fee payment has been made to the Franchising Authority.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for bodily injury and property damage. The Grantee shall provide a Certificate of Insurance designating the Franchising Authority as an additional insured to the Franchising Authority. Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than \$500,000 combined single limit per accident for bodily injury and property damage. Such

insurance shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-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.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any and all claims, demands, liens, and all liability for damages of whatsoever kind, including but not limited to any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise, and to pay any and all costs, including reasonable attorney's fees, incurred by the Franchising Authority in defense of such claims, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

6.3 Use of Other Communication Systems. The Grantee agrees to indemnify, save and hold harmless any other franchisee for and against all costs and expenses any other franchisee incurs in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs arising out of inspections, make ready, and construction of Grantee's Communication System in the Service Area.

SECTION 7

Security for Performance

7.1 Form, Amount. On or before commencement of the franchise term, the Provider shall post with the City a security fund in the form of a surety bond, letter of credit, or cash bond (together herein called "**Performance Bond**") in the amount \$25,000 ("**Bond Amount**"). It is the Provider's responsibility to maintain a Performance Bond in the Bond Amount throughout the Agreement term and for 90 days after the end of the term. Nothing in this paragraph shall preclude or prevent the City from requiring an additional bond amount pursuant to the City's Road Excavation Ordinance. The form of Performance Bond shall be subject to approval as to content and form by the City Attorney. Among other provisions, the Performance Bond shall provide:

7.1.1 That the City may recover on the Performance Bond upon the City's certification that the Provider is in substantial default of this Agreement or City ordinances, and the amounts recoverable under the Performance Bond shall be recoverable jointly and severally from the Provider and the surety, bank or financial institution which holds the account in which the cash bond is deposited, or from which the letter of credit issued.

7.1.2 Any surety bond submitted hereunder shall be placed with a company licensed to do business in the State of Utah, shall have an A.M. Best's financial rating of A:-IX or better, and shall contain an endorsement in substantially the following form: This surety bond may not be canceled, allowed to lapse or the amount thereof reduced until at least thirty (30) days after receipt by the City Engineer, by certified mail, of a written notice from the issuer of the surety bond of its intent to cancel the surety bond, to allow it to lapse, or to reduce the amount of the surety bond.

7.2 **Use.** The City may draw on or make a claim against the Performance Bond to ensure the Provider's faithful performance of its obligations of this Agreement in accordance with applicable law. If Provider fails to perform its obligations under this Franchise Agreement in any respect, including making any payment to the City required by this Agreement or by applicable law, and reimbursable costs incurred by the City, the City may, after thirty (30) days' written notice to the Provider, withdraw or make a claim for that amount from the Performance Bond. The City shall notify the Provider of the amount and date of any such withdrawal.

7.3 **Restoration of Fund.** Within forty-five (45) calendar days after the City gives Provider written notice that an amount has been withdrawn from the Performance Bond or that the value of the Performance Bond has been reduced pursuant to Section 12.2 above, the Provider must deposit a sum of money in the security fund or shall restore the surety bond, cash bond sufficient to restore it to the Bond Amount. If Provider fails to do so, such failure to restore shall be a material breach of this Agreement.

7.4 **Return of Fund.** If the Agreement terminates for any reason, and the Provider has ceased to provide service in the City, the balance of the letter of credit or cash in the cash bond that remains following termination of the Agreement and satisfaction of all of Provider's obligations secured by the security fund shall be returned to Provider, or if the Provider provided a surety bond to the City, then the City shall sign The City shall be under no obligation to return funds until sufficient time has elapsed for the City to determine that all such obligations have been satisfied, which shall not be longer than 90 days from termination or the cessation of services in the City.

7.5 **Default.** Failure to maintain the Performance Bond required in this Article shall be a substantial violation of this Agreement.

7.6 **Other Remedies.** Nothing in this Article 12 shall prevent the City from other legal remedies it may have against the Provider if it defaults in any of its obligations under this Agreement, including filing a lawsuit.

SECTION 8

Enforcement and Termination of Franchise

8.1 **Grounds for Termination.** The Franchising Authority may terminate or revoke this Franchise and all rights and privileges herein provided for any of the following reasons:

A. The Grantee fails to make timely payments of the Franchise Fee as required under section 2 of this Agreement and does not connect such failure within sixty (60) calendar days after written notice by the Franchising Authority of such failure; or

B. The Grantee, by act or omission, materially violates a material duty herein set forth in any particular within the Grantee's control, and with respect to which redress is not otherwise herein provided. In such event, the Franchising Authority, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Grantee notice of such determination, the Grantee, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the Franchising Authority may declare the franchise forfeited and this Franchise terminated, and thereupon, the Grantee shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the Franchising Authority shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Grantee.

8.2 **Remedies at Law.** In the event the Grantee or the Franchising Authority fails to fulfill any of their respective obligations under this Franchise, the Franchising Authority or the Grantee, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Franchise shall become effective without such action that would be necessary to formally amend the Franchise.

8.3 **Third Party Beneficiaries.** The benefits and protection provided by this Franchise shall inure solely to the benefit of the Franchising Authority and the Grantee. This Franchise shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of the Parties hereto).

8.6 **Uncontrollable Events.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control including any delays caused by the Franchising Authority.

8.7 **Termination by Grantee.** Notwithstanding any other provision of this Franchise to the contrary, Grantee may terminate this Franchise with or without cause six months after giving the Franchising Authority and Grantee's customer's notice of Grantee's intent to terminate.

SECTION 9

Miscellaneous Provisions

9.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such penalty shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

9.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority on the subject of Communication Service. Amendments to this Franchise for any purpose, including but not limited to any changes in state or federal law, shall be mutually agreed to in writing by the Parties.

9.3 Notice. Unless expressly otherwise agreed between the Parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, or b) upon receipt when sent certified or registered mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

City Attorney's Office
Park City Municipal Corporation
Post Office Box 1480
445 Marsac Ave.
Park City Utah 84060

The notices or responses to the Grantee shall be addressed as follows:

Zayo Group, LLC
Attn: General Counsel
1805 29th Street
Boulder, CO 80301.

With a copy to:

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

9.4 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.5 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

9.6 Applicable Law. The terms and conditions obtained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law.

9.7 Venue. Any action initiated before a court of law shall be in a court of proper jurisdiction in Summit County, Utah, if possible, or the Federal District Court of Utah.

9.9 Effective Date. The Effective Date of this Franchise is the XXst day of XXX, 2017 pursuant to the provisions of applicable law. This Franchise shall expire on the XXth day of XXX, 20XX unless extended by the mutual agreement of the Parties.

Considered and approved this ____ day of _____ 20____.

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

Jack Thomas, Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

Accepted this ____ day of _____, 20____, subject to applicable federal, state and local law.

Zayo

Name
Title
Address
Address

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20____, personally appeared before me _____
_____ whose identity is personally known to me/or proved to me on the basis of satisfactory
evidence and who by me duly sworn, did say that he is the _____ of
_____, and by Authority of its Bylaws she/he signed the Agreement voluntarily
for its stated purpose as _____, a _____ Corporation.



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

As part of the Public Utilities Department's ongoing storm water and raw water asset management program, the Park Meadows Country Club (PMCC) East Pond Outlet Upgrades Project addresses a failing pipe that has caused damage to Meadows drive and the PMCC. The project consists of replacement of a 42" culvert and upgrades to the outlet structure to better control the flow and pond levels within Park Meadows Country Club.

Respectfully:

Griffin Lloyd,

City Council Staff Report



Subject: Park Meadows Country Club East Pond Outlet Upgrades
Project Construction Agreement
Beck Construction and Excavation
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: November 16, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, Beck Construction and Excavation for the Park Meadows East Pond Outlet Upgrades Project for an amount not to exceed \$127,500.00

Executive Summary

As part of the Public Utilities Department's ongoing storm water and raw water asset management program, the Park Meadows Country Club (PMCC) East Pond Outlet Upgrades Project addresses a failing pipe that has caused damage to Meadows Drive and the PMCC. The project consists of replacement of a 42" culvert and upgrades to the outlet structure to better control the flow and pond levels within Park Meadows Country Club.

The Problem

Public Utilities have identified a culvert that has had multiple failures in the past years. The pipe failure has caused sink holes to nearby roads and PMCC golf course, as well as caused flow restrictions that have caused flooding to ponds and nearby homes. The culvert is a crucial artery for delivery of not only storm water, but also irrigation water under the 1984 Decree.

Background

- The culvert connecting the east pond and Pace Homer Ditch is a 42 inch diameter steel line installed in the early 80's. The pipe has a recorded history of leaks, repairs, and restricting flow. Investigation of the pipe has found corrosion to the bottom of the pipe causing water to infiltrate into the ground causing sink holes. As well as an inadequate intake structure that inhibits water flow into the pipe.
- Park City has an easement across the PMCC ponds to convey and control the flow of storm water into Silver Creek. The culvert to be replaced is the only outlet from these ponds and is critical to draining storm water from the City.
- The Stipulated Judgment and Decree, Civil No. 6524, Third Judicial District Court of Summit County, State of Utah, June 11, 1984 (1984 Decree) requires Park

City to maintain certain flow rates for certain periods of time in the Pace Homer Ditch. Park City uses the culvert to be replaced to meet these obligations.

Alternatives for City Council to Consider

- 1. Approve the Request:** This alternative will replace and improve the existing outlet piping and controls.

Pros - Replacement will address the issues with the existing culvert and improve water flow and pond level controls.

Cons - Capital cost impacts, construction impacts.

- 2. Do Nothing:** This alternative would deny the request to replace existing culvert.

Pros – Funds allocated for this project could be used for other asset management projects.

Cons – The culvert issues could cause further road and property damage and prohibit Park City’s ability to meet obligations stipulated in the 1984 Decree.

Analysis

Beck Construction and Excavation Selection

The request for bid proposals for the Park Meadows East Pond Outlet Improvement Project was advertised in the Park Record on 9/20, 9/23, 6/27 & 9/30/2017, online at utahlegals.com, and on the Park City website beginning September 18, 2017. Bids were received and opened on November 1, 2017; the following summarizes the pricing contained in the bid proposals received:

Engineer’s Estimate	\$133,068.00
Beck Construction	\$127,500.00
Knife River	\$138,995.00
Cop Construction	\$145,000.00
Counterpoint	\$163,786.00
Wardell Brothers	\$223,075.00
VanCon	\$241,545.00
TerraFlex	\$282,020.00

Beck Construction and Excavation is the lowest responsive bidder. Bid documents have been reviewed by staff and no issues were discovered. None of the bidders maintain an office in Summit County, therefore, local bidder preference was not considered during the determination of lowest responsive bidder.

PMCC also relies on these ponds to facilitate irrigation of their golf course and as an amenity to the golf course. As a result, PMCC has agreed to contribute \$25,000 to the project for their portion of replacement costs. Total Park City responsibility would then be \$102,500.00. PMCC will reimburse Park City after the work is complete. PMCC has also agreed to restore the golf course back to its original condition after the installation of the pipeline.

Proposed Construction

Construction is anticipated to beginning mid-November, and complete by December 15, 2017. Griffin Lloyd, Public Utilities Engineer, will be coordinating the work, and will be working under the guidance of the Public Utilities Engineering Manager.

Furthering the Goals of the General Plan

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

- Adequate and reliable water supply
- Managed natural resources balancing eco-system needs
(<http://www.parkcity.org/Home/ShowDocument?id=13028> page 1)

Department Review

This report has been reviewed by representatives of Public Utilities, Legal, and Executive Departments and their comments have been integrated into this report

Funding Source

The funding for this project is part of the approved FY2018 Storm Water Capital Improvement Project budget as well as the FY2018 Water Department Capital Improvement Project budget. The distribution will be \$25,500 from Storm water and, \$75,000 from water. Park Meadows Country Club is also contributing \$25,000 as their agreed portion.

Attachment

A Park Meadows East Pond Outlet Improvements - Bid Abstract

Attachment A

Park Meadows East Pond Outlet Upgrades Project Bid Tabulation

Schedule of Values		Unit	Quantity	Engineers estimate		Cop Construction		VanCon		Wardell Brothers		Beck Construction		Counterpoint		Knife River		Terraflex	
A. Roadway																			
Mobilization	LS	1		\$5,000.00	\$5,000.00	12595	\$12,595.00	73500	\$73,500.00	25000	\$25,000.00	8500	\$8,500.00	43645	\$43,645.00	15740	\$15,740.00	27000	\$27,000.00
Traffic Control	LS	1		\$3,000.00	\$3,000.00	11250	\$11,250.00	10000	\$10,000.00	4500	\$4,500.00	4500	\$4,500.00	9006	\$9,006.00	1000	\$1,000.00	7500	\$7,500.00
6" AC Remove and Replace	SF	250		\$15.00	\$3,750.00	30	\$7,500.00	17	\$4,250.00	21.5	\$5,375.00	25	\$6,250.00	26	\$6,500.00	21	\$5,250.00	35	\$8,750.00
8" Base course Remove and Replace	SF	250		\$10.00	\$2,500.00	8	\$2,000.00	5	\$1,250.00	7	\$1,750.00	15	\$3,750.00	5	\$1,250.00	7	\$1,750.00	10	\$2,500.00
Catch Basin Protect in Place	Ea	1		\$2,500.00	\$2,500.00	790	\$790.00	200	\$200.00	500	\$500.00	300	\$300.00	1096	\$1,096.00	250	\$250.00	300	\$300.00
Concrete Roll Gutter Remove and Replace	LF	20		\$50.00	\$1,000.00	57	\$1,140.00	200	\$4,000.00	75	\$1,500.00	55	\$1,100.00	436	\$8,720.00	70	\$1,400.00	100	\$2,000.00
4" Concrete Cart Path Remove and Replace	SF	60		\$30.00	\$1,800.00	30	\$1,800.00	15	\$900.00	25	\$1,500.00	10	\$600.00	27	\$1,620.00	32	\$1,920.00	17	\$1,020.00
Top Soil Placement and Seeding	SF	60		\$83.33	\$5,000.00	50	\$3,000.00	20	\$1,200.00	30	\$1,800.00	19	\$1,140.00	33	\$1,980.00	11	\$660.00	100	\$6,000.00
4" Asphalt Path Remove and Replace	SF	60		\$25.00	\$1,500.00	22	\$1,320.00	15	\$900.00	100	\$6,000.00	25	\$1,500.00	23	\$1,380.00	42	\$2,520.00	10	\$600.00
B. Storm Drainage																			
Utility Trench and Backfill	LF	270		\$17.00	\$4,590.00	43	\$11,610.00	20	\$5,400.00	412	\$111,240.00	98	\$26,460.00	94	\$25,380.00	115	\$31,050.00	290	\$78,300.00
Remove existing box and dispose	EA	1		\$4,500.00	\$4,500.00	4100	\$4,100.00	26000	\$26,000.00	1375	\$1,375.00	7525	\$7,525.00	1936	\$1,936.00	5000	\$5,000.00	800	\$800.00
HDPE Storm Drain Pipe – 42"	LF	270		\$160.00	\$40,500.00	140	\$37,800.00	160	\$43,200.00	75	\$20,250.00	75	\$20,250.00	80	\$21,600.00	114	\$30,780.00	250	\$67,500.00
Concrete Box	EA	1		\$12,000.00	\$12,000.00	15000	\$15,000.00	15500	\$15,500.00	12150	\$12,150.00	8300	\$8,300.00	5209	\$5,209.00	16000	\$16,000.00	35000	\$35,000.00
42" Waterman A-254 1-Y Aluminum Slide Gate	EA	1		\$7,500.00	\$7,500.00	7300	\$7,300.00	8000	\$8,000.00	6900	\$6,900.00	10000	\$10,000.00	12333	\$12,333.00	6000	\$6,000.00	10000	\$10,000.00
Gate	EA	1		\$1,500.00	\$1,500.00	900	\$900.00	1850	\$1,850.00	2200	\$2,200.00	2650	\$2,650.00	1106	\$1,106.00	3000	\$3,000.00	2500	\$2,500.00
Rock Inlet/Outlet Protection	SF	45		\$50.00	\$2,250.00	31	\$1,395.00	31	\$1,395.00	19	\$855.00	125	\$5,625.00	33	\$1,485.00	25	\$1,125.00	50	\$2,250.00
Concrete Headwall	EA	1		\$9,500.00	\$9,500.00	11000	\$11,000.00	31000	\$31,000.00	8500	\$8,500.00	6500	\$6,500.00	7586	\$7,586.00	3350	\$3,350.00	12500	\$12,500.00
42" Concrete Flared End Section	EA	1		\$2,500.00	\$2,500.00	4500	\$4,500.00	3000	\$3,000.00	1680	\$1,680.00	2550	\$2,550.00	1954	\$1,954.00	2200	\$2,200.00	7500	\$7,500.00
C. Bid Allowance	LS	1		\$10,000.00	\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00		\$10,000.00
Total					12,178		\$145,000.00		\$241,545.00		\$223,075.00		\$127,500.00		\$163,786.00		\$138,995.00		\$282,020.00



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Since implementing the current meeting management software in March, 2015, staff has continuously encountered “bugs” in the system. It was determined in July that the software should be replaced and an RFP was issued the end of August. Three companies responded to the RFP: Granicus, Prime Gov, and PROVOX. Our current provider, IQM2 did not bid. A committee was formed to evaluate the software from these firms and a decision was made to change the meeting management software from IQM2 to Granicus.

Granicus is a leader in meeting management software, serving more than 3,000 government entities. Several cities and counties in Utah currently use Granicus for their meeting management needs and have been pleased with the product and customer service.

Respectfully:

Michelle Kellogg, City Recorder



City Council Staff Report

Subject: Meeting Management Software
Author: Michelle Kellogg
Department: Executive Department
Date: November 16, 2017
Type of Item: Administrative – Award of Contract

Summary Recommendation

Staff requests City Council authorize the City Manager to enter into a Licensing, Support, and Hosting Services Agreement with Granicus, Inc., in the amount of \$559.50 per month, or \$6,714.00 annually, to purchase a professional meeting management software solution in a form approved by the City Attorney. The term of the contract is for five (5) years, with a 3% annual increase, and a one time set up and conversion fee not to exceed \$9,750.00, and includes standard opt out provisions with written notice.

Executive Summary

Since implementing the current meeting management software in March, 2015, staff has continuously encountered “bugs” in the system. It was determined in July that the software should be replaced and an RFP was issued the end of August. Three companies responded to the RFP: Granicus, Prime Gov, and PROVOX. Our current provider, IQM2 did not bid. A committee was formed to evaluate the software from these firms and a decision was made to change the meeting management software from IQM2 to Granicus.

Granicus is a leader in meeting management software, serving more than 3,000 government entities. Several cities and counties in Utah currently use Granicus for their meeting management needs and have been pleased with the product and customer service.

The Problem

IQM2 has had various “bugs” over the past two years, including Council packets not generating, the system crashing while the City Recorder took minutes, and faulty audio during Council meetings. These were major problems that could affect the community and IQM2 customer service took weeks and even months to find solutions. Meanwhile, staff was given time consuming “workarounds” in order to produce packets and use the system during meetings for minutes and audio.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** To authorize the City Manager to enter into a Licensing, Support, and Hosting Services Agreement with Granicus, Inc., for a term of five (5) years, with a 3% annual increase.

Pros

- a. Granicus is an industry leader in meeting management software.
- b. Granicus has customer service representatives that can immediately assist in the event of a software glitch.
- c. Granicus comes highly recommended by several Utah entities including Lehi and Ivins.
- d. Granicus software is less expensive than IQM2 by 44%.

Cons

- a. Council and staff will have to adapt to the new software implementation.

Consequences of Selecting This Alternative

Selecting Granicus will help staff be more efficient in their Council item workflow process since this software is more user friendly and has fewer steps to complete.

- b. Null Alternative:** If Park City chooses to keep IQM2, the customer service will continue to be poor and solutions will be delayed. We had one problem six months ago that IQM2 has still not resolved.

Pros Staff would not have to learn new software.

Cons Frustration over an out-of-date system would continue.

- c. Other Alternatives?** One of the other companies could be selected and implemented by the City.

Pros The committee agreed that Granicus was the best option, so this alternative would not address the pros.

Cons The other two companies are more expensive, their customer service hours are limited and one of them received an unfavorable review from their biggest client.

Department Review

Legal and Executive Departments have reviewed this report.

Funding Source

Where this software contract will be less expensive than the current contract, committing to this contract will result not only in a service level improvement, it will also result in a slight budget savings.

Attachments

Scope of services
Pricing Sheet

Scope of Services Required

SOFTWARE DEVELOPMENT AND INTEGRATION

Granicus is pleased to present the below proposed solution of new technology and expert professional services to provide your city with a solution that meets and exceeds the requirements set forth in this Request for Proposal. Our 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual artifacts of the legislative process and more time engaging important stakeholders in productive ways. We make this possible by providing our clients with all the hardware and software necessary to streamline and automate everything from online video streaming to paperless agenda creation and publication. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible.

Below please find a description of each of the proposed Granicus Suites, as well as a narrative of our implementation methodology, timeline of milestones, and a support and training overview.

GRANICUS OPEN PLATFORM

The Granicus Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes:

The Granicus Open API and SDK

We can provide a fully documented and supported Application Programmatic Interface (API) and Software Developer Kit (SDK). This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete and ultimately customize how information is presented.

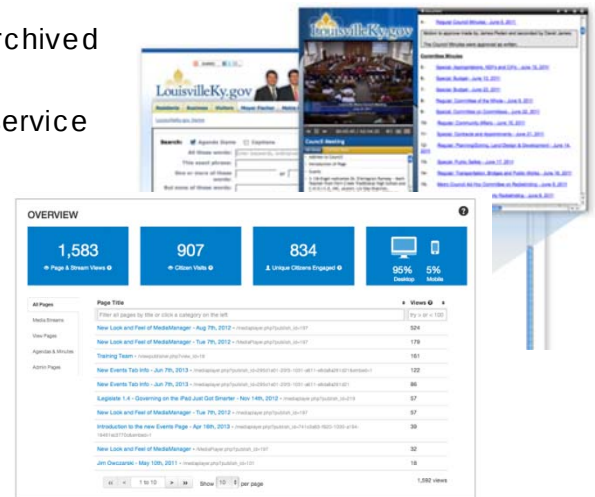
We believe open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry leaders. We want to offer clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.

WEBCASTING

The Webcasting suite gives your citizens greater access to public meetings and records online. Take the next step towards transparency by streaming meetings and events live, linking related documents to your video and providing advanced searching of archives.

Granicus Webcasting gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming. This solution also allows you to connect agenda data to tablet devices to review agendas and supporting documents, take notes and more through the iLegislate® application.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events—all completely automated
- Reach a broader audience - integrate closed captions with video
- Understand and measure public participation with in-depth video analytics



Easy-to-Use Public Website

Publish live and archived videos to a media portal on your website to make it easy for the public to access your content. Enable audiences to share videos over social networking sites or through email to drive greater visibility and viewership.

Mobile-Enabled Delivery

The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices. By providing live and on-demand streaming via mobile devices, you will be able to reach the broadest audience possible at all times.

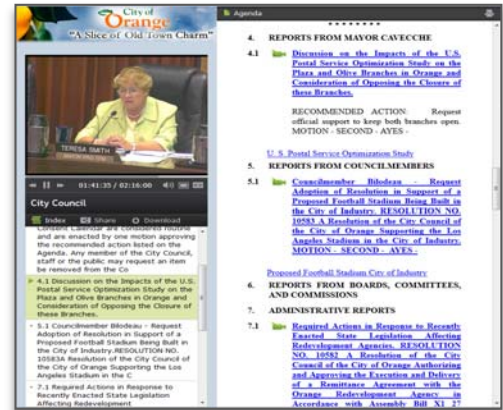
“We had resistance from members of our staff who did not want to change their in-meeting process, so we needed to make sure that any integration we built was as seamless as possible and did not affect workflows.”

Karen Rodriguez, Senior Systems Analyst II, City Clerk Systems Division, Los Angeles, CA

Agenda Index Points

Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas, and view supporting materials—staff reports, memos, and ordinances—all within a single multimedia player.

Supporting documents are displayed alongside the video. Viewers can use jump-to points and links within documents to watch those discussions.



Advanced Search “Drill Down”

Empower residents to find the information they need through a self-service search engine. Search across public meeting archives—meeting or event data, including: agendas, minutes, notes, motions, votes, and captions. With advanced filters for date range, data type, and more, the public is able to accurately define their search criteria to find the information they need.

Downloadable Media & Alerts:

- **DOWNLOADABLE MEDIA:** Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices and popular media and social media networks.
- **RSS:** Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available: specific files, agendas or minutes. This feature simplifies the ability for citizens to get real time updates straight to their inbox.
- **USER SEARCH ALERTS:** Just as RSS subscriptions allow residents to receive updates on specific information, our user search alerts update citizens as information they care about becomes available in the system.

“Granicus is my front line for research requests. Now that we’ve built 2 or 3 years-worth of meetings in there and all the items attached to it, it’s very, very comprehensive and puts it all right in front of you quickly.”

Bill Dow, Records Manager / Deputy City Clerk, Keene, NH

GRANICUS ENCODING APPLIANCE

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an analog or Digital (SDI audio/video source). Full appliance control is available through a web browser or locally installed client application.

- Dell Optiplex 7040
- Intel Core i7-6700
- 8GB RAM
- 1TB hard disk space
- 180w auto switching Power Supply
- 3 year onsite support (from Dell)
- 64bit Windows 7 Embedded OS
- Dimensions 11.4 x 11.5 x 3.6
- Optional 3U rack mount shelf
 - o Shelf can be used in a round or square hole and 2 post or 4 post rack
 - o Dimensions 19" rack, 3U Tall, 14" Deep

Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

Front View

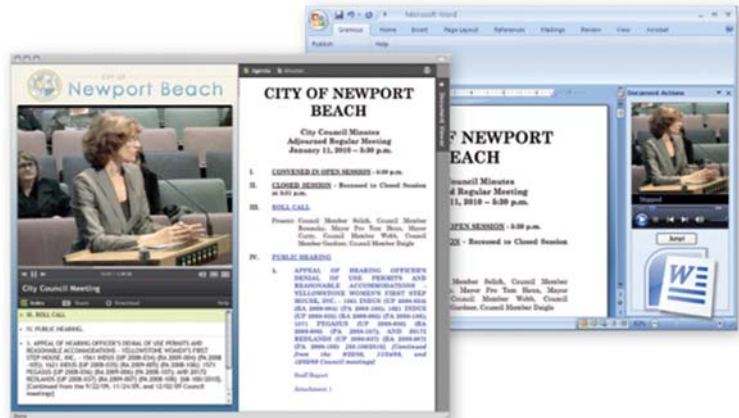


Rear View



MEETING EFFICIENCY

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. With VoteLog, allow the public to track legislation, ordinances, and even voting member records through your website.



- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes

ILEGISLATE®

Granicus' paperless agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over iPad, Android, or Windows tablet. iLegislate is a free app that can be downloaded from iTunes or the Google Play Store, and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting. Granicus also offers a Windows and OSX desktop application which can be downloaded at ilegislate.com.



- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes and email agenda items
- View indexed, archived meeting videos (with Government Transparency Integration)
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)

PEAK AGENDA MANAGEMENT

Peak Agenda Management is browser based and has no upfront cost for the software. The elegantly designed agenda creation interface, built with the most advanced technology in the market, provides government officials with a paperless solution that is easy to use, incredibly fast and the most supported in the industry.

Peak Agenda Management will allow users to spend less time on administrative chores, and more time doing the job they love.

PEAK'S DISTINGUISHING FEATURES INCLUDE:

- In-app live chat support
- The same advanced technology used by Facebook and Netflix for a noticeably faster user experience
- Auto-population of fields
- Sequential or concurrent approval phases
- PDF and document conversion
- Cross-platform support
- Simple agenda packet creation
- Drag-and-drop editing

Key Benefits of Peak Agenda Management

Peak performs all the duties of the agenda creation process from the convenience of any web browser. The sleekly designed dashboard provides quick access to relevant information in the agenda creation process. As agendas are approved, they can easily be published online. Peak is supported by a top-of-the line customer care team and an ever increasing library of educational content, developed just for Granicus clients.

TECHNOLOGY TO KEEP YOU AHEAD OF THE CURVE

Built using the ReactJS framework, originally developed by Facebook, Peak offers the fastest, most responsive agenda software solution available.

This technology also not only allows for a lightning fast user experience, but also allows Granicus to rapidly deploy new features and enhancements into the application over time, delivering government users more value faster than any other competing software.

A SLEEK AND INTUITIVE DESIGN

Users can quickly access important information from the colorful, easy-to-navigate interface. Large buttons and clear iconography guide users to effectively manage the tools, and real-time updates provide clerks and managers information about the agenda status.

CUSTOMIZED ADMINISTRATIVE SETTINGS

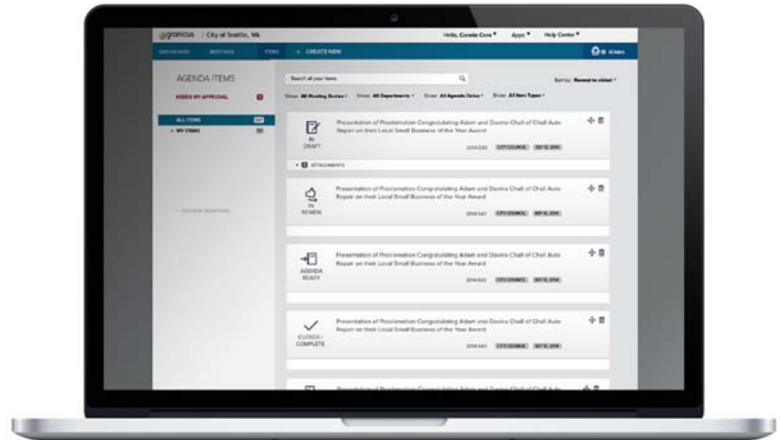
Peak's administrative toolbox allows clients to create custom objects, such as departments, meeting bodies and user types. Based on these customized permissions, users can create, manage and approve agenda items from start to publication.

AGENDA CREATION

Assign agendas items by submitting departments, meeting bodies or meeting date through Peak to start an approval workflow.

APPROVAL WORKFLOWS

Once an agenda has been created, the approval process begins. Route items through a sequential or concurrent approval workflow, and send it to notify assigned users by email that new items are available for their review, FYI, or approval.

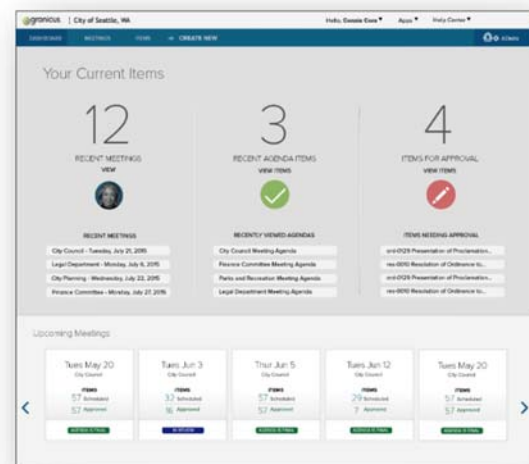


AGENDA PACKET PUBLICATION

Agenda packets with all supporting attachments are generated into a single PDF file. This easy process provides governing bodies the ability to easily publish agendas for public consumption while also allowing for the ability to publish to Granicus' iLegislate tablet app for a truly paperless agenda experience.

SIMPLE, ELEGANT DASHBOARD

The Peak dashboard shows a user's action items based on permissions, like recently viewed agenda items and meetings and any outstanding approvals.



EXCELLENT CUSTOMER SERVICE WITH GUIDE ME AND LIVE CHAT

One of the key features of Peak is the ability to communicate with a live person for support, as well as a helpful Guide Me feature that helps guide users through the crucial workflow processes. With Live Chat, clients can communicate with a live representative for support with Peak Agenda.

FREEDOM FROM HARDWARE

Peak Agenda is a browser-based application with no installed hardware requirements. The application can be accessed through any major browser on any operating system. Users are not be confined to a workstation and can access the program at any time from a URL.

Support and Maintenance

UP-TIME GUARANTEE 99.9%

Granicus, Inc., represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc., will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on status.granicusops.com. Email notifications can be subscribed to from that page.

SCHEDULED MAINTENANCE

Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 9:00 PM and 2:00 AM MST on Fridays. This maintenance window allows Granicus staff to continue to monitor and test the production system through the weekend, ensuring a smooth maintenance deployment. Granicus, Inc., will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. When emergency maintenance is required, the customer will receive as much advance notice as possible. Granicus, Inc., will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.

How to contact Granicus

The Customer Care staff at Granicus, Inc., may be contacted by the customer via Internet, email, or telephone.

CONTACT INFORMATION

Online (recommended)	www.granicus.com.createacase
Email	customercare@granicus.com
Phone (for urgent issues)	(877) 889-5495 ext.1

SUPPORT HOURS

Regular Hours	6:00 AM – 6:00 PM MST	Monday - Friday
Prime Hours	8:00 AM – 6:00 PM MST	Monday - Friday
After Hours Support	6:00 PM – 11:00 PM MST	Monday - Friday
Weekend On Call	6:00 AM – 6:00 PM MST	Saturday & Sunday

GRANICUS SERVICE LEVEL AGREEMENT

- 1.1 Up-Time Guarantee. Granicus, Inc. represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc. will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on status.granicusops.com. Email notifications can be subscribed to from that page.
- 1.2 Contacting Granicus. The Customer Care staff at Granicus, Inc. may be contacted by the customer via Internet, email, or telephone.

Contact Information

Online (recommended in most cases)	www.granicus.com/createacase
Email (recommended if you do not have Internet access)	customercare@granicus.com
Phone (recommended for urgent issues)	(877) 889-5495 ext.1

Support Hours (Mountain Time)

Coverage	Hours	Days
Regular Hours	6:00AM – 6:00 PM	Monday - Friday
Urgent After Hours	6:00 PM – 11:00 PM	Monday - Friday
Emergency On Call	6:00 AM – 6:00 PM	Saturday and Sunday

- 1.3 Maintenance Services/Response Times. Granicus, Inc. maintenance services and response times will be in accord with the levels and response times set forth below:
- (a) Level 1: Emergency. No parts of the Granicus Suite are functional for the customer, and workflow is severely impacted.
- Granicus, Inc. will respond to all Level 1 problems within one (1) hour of notification by the customer of occurrence.
- (b) Level 2: Severely Impaired. One or multiple components of the customer's Granicus Solution are not functioning as intended and customer is not able to complete their workflow in any capacity.
- Granicus, Inc. will respond to all Level 2 problems within four (4) hours of notification by the customer of occurrence.

- (c) Level 3: Impaired. One or more components of the Granicus Suite is not functioning as intended, or the customer is unable to complete their workflow in a timely manner. Typically, this includes video files not uploading, document template configuration changes, and other time-sensitive issues.

Granicus, Inc. will respond to all Level 3 problems within one (1) business day of notification by the customer of occurrence.

- (d) Level 4: General. Cases that are non-urgent in nature. Customer can perform the necessary duties they need with their suite of Granicus products.

Granicus, Inc. will respond to all Level 4 problems within three (3) business days of notification by the customer of occurrence.

A response by Granicus, Inc. means that a Granicus, Inc. Customer Care engineer will respond directly to the customer via phone or e-mail with an assessment of the issue. Notification shall be the documented time that the customer either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies the customer there is an issue.

- 1.4 Hardware Replacement. For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the customer within 1 business day. Hardware service repair or replacement will occur within 4 business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the customer informed regarding the time frame and progress of the repairs or replacements.

- 1.5 Penalties. For failure to meet the 99.9% uptime guarantee:
One (1) day of managed service per hour exceeding the allowed downtime per month, not including any downtime as defined in Scheduled Maintenance in Section

For failure to respond within the defined service response times:

Level 1: one day of managed service per hour past the one hour response time required.

Level 2: one day of managed service per hour past the four hour response time required.

Level 3: one day of managed service per day past the one day response time required.

Level 4: one day of managed service per day past the three day response time required.

Under no circumstances shall the amount of penalty in a given calendar month exceed the total contracted monthly services fee.

- 1.6 Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 9:00 PM and 2:00 AM Mountain time on Fridays. The reason for this maintenance window is it allows Granicus staff to continue to monitor and test the production system through the weekend, helping ensure a smooth maintenance deployment. Granicus, Inc. will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.

Training

Granicus will conduct training for Client identified staff that will cover the essential concepts and standard navigation of the solution and tasks related to Client's legislative business processes. Client will utilize a train-the-trainer approach for end user training. Scheduling of all training sessions shall be coordinated with and approved by Client. Granicus will authorize Client to videotape training sessions for internal use and to reproduce any the training materials such as training guides, screenshots, in part or whole, for its own purposes. Training is comprised of the following components, depending on Client's solution:

Module or Software Solution	Training Provided
Meeting Efficiency (includes Open Platform and Government Transparency experience)	Six 2-hour sessions 1. Pre-/During Meeting Steps 2. Post-Meeting Steps 3. Review/iLegislate and Pre-During Meeting for Meeting Efficiency 4. Post-Meeting Steps for Meeting Efficiency 5. Review Pre-During Meeting for Meeting Efficiency 6. Review Post-Meeting Steps for Meeting Efficiency
Peak Agenda Management	One one-hour setup call, two 90-minute sessions, and one 90-minute review call 1. Pre-Training Setup Call 2. Two 90-minute, instructor-led training sessions for stakeholders: technical and business 3. Post-Go-Live Review Call

Requirements:

1. Client will ensure that training participants have a working familiarity with the standard Microsoft Windows conventions and terminology.
2. On-site training locations will include one computer for use by each participant. Granicus will provide Client with instructions regarding the set up required for Client computers that will be used in training. Client will prepare all computers per the instructions provided prior to the training class start time.

Deliverables: Class outline and user roles involved, training materials, and electronic copies of user manuals and quick reference guides for each functional module covered in training.

Design Criteria and Minimum Requirements

SECURITY

1. What security standards are in place to ensure system availability and data integrity? Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. With a 99.9% uptime, we are confident that customer data are always available.

Data Center Requirements

- Secure - SSAE-16 Accreditation
- Reliable Network
- Data Availability: 99.98% Uptime
- Redundant Backups

Granicus Server Locations

- Primary Data Center in Ashburn, VA
- Backup Data Center in San Francisco, CA

Architecture & Data Center Redundancy

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

Robust Security Layers

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods
- 24x7x365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested, and updated
- A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

2. In the event of a security breach or data loss, what is the communication process to the customer? When emergency maintenance is required, the customer will receive as much advance notice as possible. Granicus, Inc., will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.

3. What information is collected about users and systems that utilize your service? How long is this information stored? We store all customer entered user data for the entire duration of the agreement at Granicus controlled datacenters. We have agreements in place with our datacenter providers to ensure secure overwrite or physical destruction within 90 days of an agreement cancellation.

4. In the event of a data loss, how is the information stored and recovered? The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

5. Are network transactions encrypted? Our applications are hosted in secure datacenters that comply with industry best practices including FIPS 140-2 Validated VPN access, FIPS 140-2 Validated Encryption at rest, Tier 3 Uptime standards, and ISO 27001.

TECHNOLOGY

1. How many simultaneous audio and/or video streams are supported? (We assume unlimited but seek confirmation). Unlimited

2. How are technological issues with streaming content addressed and what is the level of service the City can expect for remediation? Please see our Service Level Agreement for this information.

3. Are streaming services natively supported and on what devices and browsers? The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices. By providing live and on-demand streaming via mobile devices, you will be able to reach the broadest audience possible at all times.

4. Are apps provided and for what mobile platforms? Yes – for iLegislate: iOS (version 4.2.1 or newer) and Android (version 2.2.1 or newer).

5. Is audio or video data easily exportable and in what format? Media files can be easily delivered as downloadable video (MP4) formats.

6. Are there any ongoing or one-time technological costs associated with the software solution, such as server costs, hosting, etc. (please delineate each item and associated costs by year)? Yes, please see our pricing proposal for detailed information.

RECORDING

1. What audio and video equipment specifications are recommended to capture audio and video streaming? Please segregate the specification for each component assuming a phase-in approach. During the implementation phase, Granicus will collaborate with the City to develop the architecture and configuration design for each module of the overall solution. Deliverables include and architecture design document & summary of configuration design document.
2. What audio and video inputs and signal type will the system accept? Current analog solution-live streaming is in H.264 format using Flash and HTML5, 480i standard bitrates requires 650Kbps and frame is optimal at 4:3. Digital-live streaming is in H.264 format using Flash and HTML5 720p, standard bitrates requires 650Kbps and frame is optimal at 4:3.
3. Is audio and video stored in a standard or proprietary format? Standard
4. How is audio and video quality adjusted? Granicus has 6 standardized formats of output and a single 16:9 HD stream. This is set at deployment, and can be adjusted by our care team.
5. Are external conference phones or video feeds supported? Yes, if said medias are converted and embedded into the video feed.

WORKFLOW

1. Are Application Program Interfaces (API) available to connect to workflow components? If so, please provide overview of capabilities. We can provide a fully documented and supported Application Programmatic Interface (API) and Software Developer Kit (SDK). This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete and ultimately customize how information is presented.
2. Please provide (electronically or paper) a brief demo of a standard internal workflow system or phasing in preparation of a public meeting agenda, as well as the processing and posting of minutes after the meeting is completed. In addition to the information provided earlier in this document, a full demonstration of Peak agenda management can be viewed at <https://granicus.wistia.com/medias/4d2w41vizx>.
3. Who has the permission to directly change workflows? Permissions are established by the City during implementation.
4. Describe the user-licensing model and how many licenses are provided? (We assume unlimited for staff but seek clarification). Unlimited licenses are provided.
5. Does the workflow allow for custom forms and templates and attachments? Are there any size or formation limitations? Attachments sizes and forms are customizable and unlimited.

6. Does the workflow utilize editing tools such as grammar and spell check? Spell check yes- grammar no.

7. Does the software automatically populate the agenda when prompted? Yes. Standard feature of the proposed system.

8. Does the software allow for adjustable time increments for each agenda item when prompted, if so, how? Simple changes to the exported agenda will allow the Michelle to make changes to the time increments.

BRANDING

1. Will the product support a branded interface? Yes. Standard feature of the proposed system.

2. Will the solution integrate into a web-iframe? Yes. Standard feature of the proposed system.

SUPPORT

1. When is support available and in what time zone? Please see the Support and Maintenance section of our proposal for this information.

2. How do support calls get prioritized? Please see the Support and Maintenance section of our proposal for this information.

3. What is the expected response time to support calls? Please see the Support and Maintenance section of our proposal for this information.

4. Are security/software updates regularly provided in conjunction with platform updates from Apple, Google and Microsoft? Yes. Please see the Support and Maintenance section of our proposal for this information.

5. How many administrative users are allowed to manage the system? The City establishes administrative users during implementation.

6. What are the annual support costs? Support is included. Please see our pricing proposal for detailed information.

7. Are there any storage limits? If so, what other costs could be incurred? No; no additional costs.

8. If the business relationship is terminated, how is data extracted and maintained with the City or archival and State Law purposes?

A. Video/Audio files made available through option media: data CD, external hard drive, or Granicus provided FTP site. A CSV, XML, and/or database file will be included providing clip information, and/or legislative content.

B. Provide the content via download from MediaManager or from a special site created by Granicus.

C. Granicus shall provide the means to pull the content using the Granicus Application Programming Interface.

TRAINING & IMPLEMENTATION

1. Is online, self-paced training available for the use, management and

support of the system? Will you provide an example? We do have online training, and you will be provided access to tutorial videos and user manuals for our solutions. More information about training is included in the training section of our proposal.

2. Provide a clear implementation schedule (with dates) that the City and Provider could reasonably achieve given your experience implementing similar systems in other municipal jurisdictions. Work shall be performed according to the target milestone timeline below, based on projects similar to Park City's. Timelines may change based on mutual agreement between Park City and Granicus.

	Phase	Scheduled Completion
1	Project Start-Up	2 weeks from contract execution
2	Implementation	1-9 week(s) from contract execution
3	Implementation Completion	1-10 week(s) from contract execution
4	Training	11-14 weeks from contract execution
5	Scope of Work Completion	12-15 weeks from contract execution

MEASURES AND USAGE STATISTICS

1. Are usage statistics provided to the customer? If so, what information is provided? The Granicus Reporting system measures internal and citizen access to your published video content. To do this, we leverage Google Analytics data systems. Through Google Analytics, we capture all of the relevant viewership activity. Since activity across Granicus clients produces large datasets, Google uses sampled data when reporting. This means that when we retrieve the information from Google, they use only a subset of the available viewership data to provide directionally accurate information.

- The Overview report displays a summary in graphical format of how your Granicus content is doing over the selected time period. The numbers in this section measure the key metrics for all of your public-facing pages, including live and archived media streams as well as your MediaManager site. This section also includes a graph of the total number of times all of your Granicus content has been viewed on a given day.
- The What Media Your Citizens Are Viewing section displays the Media table, which is a list of all the unique events, archives, and encoders viewed during the selected date range. The view count in this table is the total of all of the individual pages (URLs) found in the Pages table for the event, archive, or encoder. This section also displays a static pie chart of total media stream views. It is divided by external views, which is the number of views from users outside our government network, and internal views, which is the number of views from users inside your government network.
- The What Pages Your Citizens Are Visiting section displays the Pages table, which provides data on all types of public-facing pages across the system—not just media streams. The reports system tracks page views, or how many times a

unique web address (URL) has been viewed. The Pages table shows this raw data; it's a listing of the unique URLs viewed during the selected date range.

- The Where Your Citizens Are Coming From section displays the sources chart and table, which enables you to see where your traffic is coming from. The data covers public-facing pages and internal pages. How visitors get to your page is known as a "source." For example, users might click a link in an email or on another website, or they may type the link directly into the browser.
- The Where Your Citizens Live section displays aggregate data about where your visitors are located. You can look up specific cities in the table or sort the table to see your top locations. This data covers all public-facing pages and internal pages. Use the Zoom controls to explore the heat map to see what cities' citizens have been visiting your pages.

OTHER

1 . Will vendor maintain audio and video formats to meet common/popular user software? Yes

2. In the event of a disaster or other similar event, are Service Level Agreements in place with all support vendors? Yes, and our Service Level Agreement is included in our proposal for your reference

3. Will there be any sub-vendors or other parties involved? If the project requirements as stated by the City do not change, no sub-vendors will be required.

4. What is the data backup frequency and expected recovery time? Our applications are hosted in secure datacenters that comply with industry best practices including FIPS 140-2 Validated VPN access, FIPS 140-2 Validated Encryption at rest, Tier 3 Uptime standards, and ISO 27001.

5. How many licenses are available? Unlimited.

SIMILAR PROJECTS

Please see the references section of our proposal for this information.

Pricing

Product Name	Invoice Schedule	Quantity	One-Time Total
Meeting Server Configuration (ME)	Milestones	4.00	\$900.00
Minutes Template Configuration (ME)	Milestones	1.00	\$0.00
Minutes – Online Training	Milestones	6.00	\$1,350.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	50% Up Front 50% Upon Delivery	1.00	\$3,500.00
Granicus Encoding Appliance Hardware Configuration (GT)	Milestones	1.00	\$875.00
US Shipping Charge C - Large Item	Up Front	1.00	\$125.00
View Template Configuration (GT)	Milestones	1.00	\$0.00
Player Template Configuration (GT)	Milestones	1.00	\$0.00
Standard Agenda Template Creation/ Configuration	Milestones	1.00	\$0.00
Live Manager Installation (GT)	Milestones	1.00	\$0.00
Granicus Video - Online Training	Milestones	1.00	\$0.00
Peak Agenda Management Standard Agenda Report	Milestones	1.00	\$0.00
Peak Agenda Management Standard Cover Page Report	Milestones	1.00	\$0.00
Peak Agenda Management - Online Training	Milestones	6.00	\$0.00
Total			\$6,750.00

Product Name	Invoice Schedule	Quantity	Annual Total
Meeting Efficiency Suite	Annual	1.00	\$0.00
Government Transparency Suite	Annual	1.00	\$2,568.00
Open Platform Suite	Annual	1.00	\$0.00
Granicus Encoding Appliance Software (GT)	Annual	1.00	\$1,200.00
Peak Agenda Management	Annual	1.00	\$3,300.00
5% Discount			
Total			\$6,714.00

Future Year Pricing

	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Peak & Granicus Video	\$6,915.42	\$7,122.88	\$7,336.56	\$7,556.66

TERMS AND CONDITIONS

- Link to State & Local Terms:

https://granicus.com/pdfs/Master_Subscription_Agreement.pdf

- All fees are due at the beginning of the period of performance. Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Park City, UT to provide applicable exemption certificate(s).



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Since 2013, Anne Oliver of SWCA Environmental Consultants of Salt Lake City has served as the Planning Department's Historic Preservation Consultant, participating in our weekly Design Review Team (DRT) meetings, providing research and technical assistance to City staff, and additional projects as needed. After putting out a Request for Proposals (RFP) in September and reviewing additional submittals, staff has chosen to renew our contract with SWCA Environmental Consultants of Salt Lake City for a Minor Service Provider/Professional Services Historic Preservation Consulting Services.

Respectfully:

Anya Grahn, Planner II



City Council Staff Report

Subject: Professional Services Agreement for Historic Preservation Consulting Services
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: November 16, 2017
Type of Item: Administrative

Summary Recommendation

The Council should consider authorizing the City Manager to execute a contract for a Minor Service Provider/Professional Services agreement for Historic Preservation Consulting Services in a form approved by the City Attorney in the amount of \$128 per hour, not to exceed \$29,000 annually for a term for 3 years and an overall cost not to exceed \$87,000 total.

Executive Summary

Since 2013, Anne Oliver of SWCA Environmental Consultants of Salt Lake City has served as the Planning Department's Historic Preservation Consultant, participating in our weekly Design Review Team (DRT) meetings, providing research and technical assistance to City staff, and additional projects as needed. After putting out a Request for Proposals (RFP) in September and reviewing three (3) different submittals, staff is recommending renewing our contract with SWCA Environmental Consultants of Salt Lake City for a Minor Service Provider/Professional Services Historic Preservation Consulting Services.

Acronyms

DOS	Determination of Significance
DRT	Design Review Team
HDDR	Historic District Design Review
HSI	Historic Sites Inventory
LMC	Land Management Code
RFP	Request for Proposals

The Opportunity

The Historic Preservation Consultant plays an important role in the Planning Department.

The Consultant participates in the DRT, comprised of the Historic Preservation Planner, one member of the Building Department, Historic Preservation Consultant, the project planner, and the applicant and/or the applicant's representative. Together, this team serves as a resource to the applicant until a building permit is issued or the project is denied. The DRT discusses project proposals with the applicant and/or the applicant's representative so that all parties have an understanding of the general scope of the

project and identifies issues that will require special attention or mitigation on the part of the applicant. The DRT can assist the applicant to an approval of their Historic District Design Review (HDDR) application.

As a consultant, he/she may provide additional insight and advice to Building and Planning Staff regarding the scope of work for rehabilitation projects, the design of additions and infill projects, as well as construction methods. In the past, the consultant completed additional projects such as the 2008-09 reconnaissance level survey and development of our Design Guidelines; in the future, the consultant will likely contribute to the revision of our Design Guidelines, but not necessarily be solely responsible for the revisions. During site visits, the preservation consultant provides expertise and insight on traditional building methods to Planning and Building staff as well as suggestions for appropriate repairs and restoration methods. The consultant also advises staff on National Register eligibility of projects as well as historic preservation grants. Moreover, the consultant serves as a sounding board as staff addresses issues pertaining to the historic district, including, but not limited to, Design Guideline and LMC amendments.

Background

Since 2013, the Planning Department has contracted with SWCA Environmental Consultants to provide weekly preservation consulting services. Consultant Anne Oliver has spent approximately five (5) to fifteen (15) hours per week with Planning staff reviewing Pre-Historic District Design Review (Pre-HDDR) applications as well as HDDR applications for compliance with the Design Guidelines for Historic Districts and Historic Sites, conducting site visits, and providing additional assistance as necessary.

The contract with SWCA has been renewed annually three times as permitted by the original contract, but the term of contract expired this year. The [RFP](#) was posted on September 11, 2017, and closed on September 20, 2017. The Planning Department received three (3) bids for this RFP which are analyzed below.

Alternatives for City Council to Consider

Recommended Alternative: Approve the contract. This is the staff's recommendation.

Pros

- a. SWCA will continue to serve as the Planning Department's Historic Preservation Consultant in our weekly DRT meetings, bridging the gap between the public applicant and the City as a regulator.
- b. SWCA will continue to provide technical expertise on preservation-related matters, helping ensure the quality of restorations on historic buildings and compatible infill development, as well as providing additional research and guidance to staff on Determination of Significance (DOS) applications.

Cons

- a. Additional budgetary expense for the Planning Department.

Consequences of Selecting This Alternative

Staff will renew our contract with SWCA Environmental Consultants and continue to have additional resources and expertise in preserving Park City's historic resources.

Null Alternative: If this request is denied, the Council could choose to deny the need for a Historic Preservation Consultant.

Pros

- a. No additional costs for the Planning Department.

Cons

- a. The Planning Department will lose a valuable resource in ensuring the preservation of Park City's historic sites and structures, maintaining our National Register of Historic Places listings, and ensuring the compatible design of new infill development.
- b. Staff will not benefit from the additional expertise and experience of Anne Oliver, a skilled researcher and preservationist.
- c. The Planning Department will not have the benefit of assigning additional projects to our consultant, including review of our Design Guideline amendments, input on City projects such as the McPolin Barn project, and participation in the development of crucial policies that aid the Planning Department in achieving the goals of the General Plan and City Council's priorities.

Other Alternatives

- a. If the Council needs more information, the item can be continued; however, the City runs the risk of delaying the progress of this project.
- b. This option would delay the historic preservation work that the Council considered in its last Council Visioning session.

Analysis

Three (3) proposals were received. The proposals were reviewed based on the consultants' experience and understanding of historic preservation in Park City and Utah; the readability and quality of the proposal; thoroughness of the approach; clarity of the approach; and pricing.

The following provides a comparison of the four (4) bids received:

Consulting Firm:	Hourly Rate:	Estimated Total Cost of Project:
SWCA Environmental Consultants	\$128/hour	\$24,960.00
CRSA	\$155/hour	\$24,500.00
U.S. West Research, Inc.	\$65/hour	\$14,901.75

After reviewing the proposals, the Selection Committee, comprised of Building and Planning Departments staff who regularly attend DRT, chose SWCA Environmental Consultants. SWCA has extensive experience in Park City, having served as the

Planning Department's Historic Preservation Consultant and participating in our weekly DRT meetings for the past four (4) years; co-authoring the *McPolin Farm Preservation Plan* with Planning Department staff; developing a *Preservation Plan for Selected Historic Mining Resources at Park City Mountain Resort*; aiding staff in amending the 2009 Design Guidelines; and assisting staff in our analysis of several Determination of Significance (DOS) applications to expand the City's Historic Sites Inventory (HSI).

Unlike other submittals, SWCA is a national firm that operates out of Salt Lake City. Staff finds that the Salt Lake City office has substantial familiarity with Utah history, the Utah State Historic Preservation Office, and historic preservation within the state sets the firm apart from other applicants. Moreover, SWCA's extensive experience and diversity of their firm will provide significant insight to the questions and concerns of the Planning Department. The proximity of the Salt Lake City office to Park City also enables SWCA to conveniently attend Design Review Team (DRT) meetings held weekly in the Planning Department.

CRSA is a Salt Lake City-based firm that is also familiar with Park City's historic buildings as they completed an Intensive Level Survey (ILS) of the community's historic sites in 2016; they served as the architects for the McPolin Barn stabilization; and they had completed a Historic Building Evaluation to identify distressed historic properties in 2010. Similar to SWCA, CRSA has a team of experts including architects, planners, historical researchers, and structural engineers that can aid in our DRT discussions and assist staff and applicants in choosing an approach for restoring historic buildings.

Staff found that SWCA was a better fit than CRSA as SWCA has served as our consultant in the DRT process for the past three (3) years. Our consultant uses her time and resources wisely to provide staff the feedback we require for our DRT meetings and follow-up discussion with applicants on sensitive historic renovations. Further, SWCA specializes in natural and cultural resource management and aids staff in ensuring that new infill construction and historic building rehabilitations will not detract or cause Park City to lose our National Register of Historic Places designations.

Staff found that US West Research, Inc. had the least familiarity with Park City as staff had not worked with this firm in the past on any City projects. Staff found that US West was more familiar with federal and state standards for historic preservation, and were less familiar with Park City's local preservation ordinances as much of their expertise was centered on evaluating significance for the National Register of Historic Places. While staff found that US West has significant experience with industrial archeology and mining history, staff finds that we review few mine structural stabilization projects during our DRT meetings. Finally, the proposal only outlined the expertise of Dr. Anthony Godfrey and, as the company does not have a website, staff could not verify the expertise of other staff members that may be able to aid in DRT discussions.

Finally, for the past four years, Building and Planning Department staff has enjoyed working with Ms. Oliver and hope to continue our work in the future. While SWCA's hourly rate of \$128 per hour is \$27 less per hour than CRSA and \$90 more per hour

than U.S. West Research, staff finds that SWCA's proposal best responds to the needs of the Planning and Buildings Departments.

Department Review

This report has been reviewed by the City Manager and the Legal Department. All issues have been appropriately resolved.

Funding Source

Funding has been budgeted through the Planning Department's operational budget.

Attachments

Exhibit A –Scope of Services

Exhibit A –Scope of Services

Private consultant needed to provide support services to the Building and Planning Departments as needed and requested regarding historic preservation activities. This includes reviewing and commenting on staff reports, pre-application forms, design review applications, and project proposals, attending regularly scheduled Design Review Team (DRT) meetings (typically weekly) on Wednesdays in Park City; participating in site visits with staff and applicants as necessary, and providing resource materials as needed and requested by the Building and Planning Departments' staff members. The duration of this contract will be for one (1) year (contract may be extended annually for up to two (2) additional years pending budget allocations.) The consultant may expect to spend approximately 180 hours and not more than 225 hours, for approximately 3.5 hours per week on this project (including travel time to and from Park City).



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City Municipal Corporation (PCMC) entered into a City Service Contract with Triple Crown Sports (TCS) for the Triple Crown World Series in 2011. The contract expired after the 2017 event.

TCS has expressed a desire to enter into a new contract with the City. City staff has been meeting with representatives from TCS to better understand the needs of the event. Council should review and approve the terms of a new City Services Agreement with TCS.

The terms of the recommended contract include:

1. 3 year contract
2. PCMC covers the costs of City Services up to \$50,000 in 2018 and reduces this total by \$10,000 each year. TCS to be responsible for paying City Service Fees that are not waived.
3. PCMC will not make any cash payment to TCS.
4. TCS will have the right to use playing fields at Quinn's Sports Complex, School District Fields, and City Park.
5. TCS to be required to provide a report of transportation and sustainability initiatives each year, as well as, provide an economic impact debrief.

Respectfully:

Jennifer Diersen,



City Council Staff Report

Subject: Triple Crown – City Service Contract Approval
Author: Jenny Diersen, Special Events & Economic Development
Program Manager
Department: Economic Development / Special Events
Date: November 16, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends that City Council approve the new City Service Agreement with Triple Crown Sports (TCS) in a form approved by the City Attorney.

Executive Summary

Park City Municipal Corporation (PCMC) entered into a City Service Contract with Triple Crown Sports (TCS) for the Triple Crown World Series in 2011. The contract expired after the 2017 event.

TCS has expressed a desire to enter into a new contract with the City. City staff has been meeting with representatives from TCS to better understand the needs of the event. Council should review and approve the terms of a new City Services Agreement with TCS.

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5. TCS to be required to provide a report of transportation and sustainability initiatives each year, as well as, provide an economic impact debrief.

Acronyms

HPCA	Historic Park City Alliance
PCMC	Park City Municipal Corporation
SEAC	Special Events Advisory Committee
TCS	Triple Crown Sports

The Problem and the Opportunity

The current Triple Crown City Service Agreement expired after the 2017 season. TCS desires to enter into a new contract with PCMC.

Triple Crown was specifically recruited and brought to town in 2004 with the purpose of growing economic opportunities during the slower summer months. The success of growing the summer season contributes to a community perception of negative impacts, namely residential, congestion, transportation/parking and sustainable impacts that need to be mitigated for.

Background

<u>Date</u>	<u>Item</u>
July 7, 2011	<u>Triple Crown Sports Master Festival License & City Services Agreement</u>
October 12, 2017	<u>Triple Crown Sports Contract Negotiations</u> / Minutes were not published at the time this report was due.

- In 2004, PCMC entered into a long term City Services Contract with Triple Crown Sports.
- In 2011, PCMC entered into a new long term City Services Contract with Triple Crown Sports. The contract automatically renewed for the 2016 and 2017 event, but has now expired. Provisions of the contract included:
 - Length of Contract
 - Financial Contributions
 - Use Footprint
- On October 12th, staff presented proposed terms of the new contract. This discussion namely focused on the use of City Park.

TCS was originally a three week (21 day event). The event now takes place over two weeks (14 days) and includes both boys baseball and girls fast pitch softball.

Staff met with TCS on April 20, 2017 and proposed initial terms. Both sides discussed the draft terms to ensure that there was clarity what was being proposed by the City. TCS's made a counter proposal to continue use of City Park as they have in the past (Approximately 5 to 6 games a day from Tuesday through Saturday, as to not interfere with scheduled local play). Staff presented TCS counter proposal at the October 12th Council meeting, and Council gave direction to continue to allow the use of City Park field, while focusing on reducing traffic associated with the event and increasing sustainable efforts of the event.

Analysis

The City has used City Service Contracts as a tool for managing large events that have economic value to the City. These agreements outline the agreement between the event applicant and the City and provide a clear scope of service for each party including:

- Contract Length;
- City Services to be provided to the event and the costs of such services;
- Financial assistance to be provided to the event from the City;
- Lease terms of City facilities and property; and
- Performance measures.

The event is far more diverse than just a soft/baseball tournament. It is also highly organized and reliable. Triple Crown includes an “opening ceremonies” parade on Main Street, organized pin trading, specials with lodging and restaurant partners, commitments to purchase sports and facility equipment and others with support activities that enhance the athletic completion and relationship with Park City that the Triple Crown World Series brings.

Park City Parks and Recreation Department continue to be recognized by TCS of being the best of the best, taking Park City’s operations to other jurisdictions to model and teach best practices.

Staff has been working to negotiate terms with Triple Crown Sports and recommends the following items, which are consistent with Council direction received on October 12, which are included as Exhibit A:

- **Contract Length** – 3 year contract with no automatic renewal;
- **City Services and Costs** – At a current estimated \$93,000 in total City Services for Triple Crown World Series, the City would provide \$50,000 in City Service Fee Reduction. The level of fee reduction would be reduced by \$10,000.00 annually over the three years. TCS and the Chamber would have to cover any additional costs coming from the reduced City Service Fees.

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

Proposed Triple Crown City Service Levels			
YEAR	2018	2019	2020
SERVICE LEVEL	\$ 50,000.00	\$ 40,000.00	\$ 30,000.00

- **Financial Contributions** – The City has not provided financial contributions to TSC in the past and does not recommend any financial contributions to the event moving forward.

- **Lease Terms of City Facilities and Property** – TCS has been able to utilize all use areas including Quinn’s Sports Complex, School District Fields and City Park. Staff recommends that TCS continue to use the use areas in Park City as outlined above.
- **Performance Measures** – TCS will be required to report annual sustainable efforts including a waste and recycling numbers. They will also make efforts to reduce single use plastic water bottles. TCS continues to encourage participants to carpool and use Park City Transit to venues around Summit County to reduce traffic and congestion. As transit options increase (there is currently not transit options at Quinn’s Junction), they will continue encouraging participants and family members to bus, bike, walk and carpool. Finally, TCS will be required to participate in Economic Impact studies. Staff will be returning to discuss possible economic impact tools for events at a subsequent meeting.

City Park Field Use:

To support their request, TCS proposes the following mitigation steps to reduce impact to residents and local play:

- A reduction to 5 to 6 time slots at City Park Field and propose start games later to eliminate distraction to residents in the area Tuesday through Friday.
 - Games are not held at the park on Sunday or Monday; and games are limited to no more than 2 games on Saturday.
- Continue to work directly with the Park and Rec department regarding scheduling conflicts on City Park due to adult softball leagues (local play).
- Barricading a percentage of the park next to City Park to allow for public use and isolate warm-up area for teams.

Economic Benefit

Triple Crown Sports is more than just a bunch of baseball games. The event has many activities that showcase Park City. Staff will present more in-depth economic impact information at the presentation on Thursday.

Below is a chart of specific lodging revenues in Park City and Summit County. The breakdown of where the teams are staying shows that the majority of teams are staying within Park City limits. The chart below includes team lodging, and is not inclusive of family members that come to Park City during Triple Crown.

TRIPLE CROWN SPORTS LODGING BREAKDOWN

	DOLLAR AMOUNT	PERCENTAGE
TOTAL LODGING REVENUE	\$ 581,500	
PARK CITY LODGING REVENUE	\$ 315,500	54%
SUMMIT COUNTY LODGING REVENUE	\$ 266,000	46%

*Estimated tax revenue direct to Park City is \$6,310.

Community Outreach

SEAC provided debrief of Triple Crown at the August 2017 meeting, and HPCA was informed of Triple Crown Contract proposal in September before coming to Council in a work session. Additionally staff followed up with both SEAC and HPCA at October meetings after the Work Session regarding the proposed terms of the contract.

Lodging Association - The Lodging Association gave public comment at the October 12 Work Session. The Lodging Association has once again been placed on notice that this item is coming to Council this evening.

Department Review

Special Events, Economic Development, Community Engagement, Sustainability, Police, Emergency Management, Building, Public Works, Transportation Planning, Transit, Parks, Recreation, Budget, Legal and Executive have reviewed this report and their comments have been incorporated.

Alternatives for City Council to Consider

Staff recommends City Council approve a City Service Agreement with Triple Crown Sports based on the following terms:

- Three year contract.
- PCMC covers the costs of City Services up to \$50,000 in 2018 and reduces this total by \$10,000 each year. TCS to be responsible for paying City Service Fees that are not waived.
- PCMC will not make any cash payment to TCS.
- TCS will have the right to use playing fields at Quinn's Sports Complex, School District Fields, and City Park.
- TCS to be required to provide a report of transportation and sustainability initiatives each year, as well as, provide an economic impact debrief.

Pros

- a. Provides TCS and PCMC with long term contract security that ensures the event will stay in Park City for the next three years.
- b. Reduces the financial cost to the City to host the event.
- c. Reduces impacts to residents and local play.

Cons

- a. Due to the increased visitation and additional maintenance of the fields, water use increases during the tournament weeks.
- b. Some community members may not be happy with the City Services Agreement and see the contract as not addressing the community's perception regarding event impacts.

Consequences of not taking the recommended action:

Staff would lack direction on how to move forward with negotiations with the Triple Crown Sports.

2. Continue the Item Alternative: The City Council may continue the item for more information or discussion. If Council continues the item, Council should provide clear direction regarding changes proposed to the City Service Agreement.

Cons:

- a. This will postpone the approval of the TCS City Service Agreement.
- b. Delays TCS in the planning of the future of the event.
- c. Could cause financial hardship on TCS.
- d. This may cause challenges in balancing the event calendar.

3. Deny Alternative: Direct staff to return with findings to deny the City Services Agreement for the TCS.

Pros

- a. This option may reduce the feeling of event impacts in the community.
- b. Would reduce the amount of City Services required for the event and financial impacts.

Cons

- a. The City Services Agreement for the TCS would not be approved, and the event would not take place under a City Services Agreement. This would likely cause strong concerns throughout the community.
- b. May harm the economic and community value that the event brings to the community.
- c. May cause significant impacts to staffing and the City's budget.

Funding Source

The general fund, which is mostly sales and property tax, covers any fee waivers within department budgets. Any fees that are not waived will help offset soft and hard cost of the event which is related to Police Services, Parks and Fields Preparation and Maintenance, Restroom Cleanings and Waste Services.

Attachments

Exhibit A Proposed Terms for Triple Crown Sports City Service Agreement
Exhibit B DRAFT Triple Crown Sports City Service Agreement

EXHIBIT A - Staff Analysis of Recommended Terms for Triple Crown Sports City Service Agreement

CONTRACT AREA	PAST CONTRACT	PROPOSED CONTRACT	STAFF RECOMENDATION	NOTES
Length of Contract	5 years with 2 year auto renewal	3 years with no automatic renewal	Staff is in agreement with these terms.	Provides security to the event's future location but does not tie the city into a long term commitment.
City Services	\$93,000 in City Services are waived.	City would provide roughly \$50,000 in city services (TCS would pay any additional costs) The level of service would decrease by \$10,000 per year.	Staff is in agreement with these terms.	Staff feels that this is more inline with with the economic return that the City recieves.
Financial Support	No financial support has been provided to TCS.	The City would provide no cash payment to TCS	Staff is in agreement with these terms.	This City Service contract has never included any type of cash payment.
Use Area	Utilize all "Use Areas" (Recreational Playing Fields) available in Park City city limits	Utilize all "Use Areas" (Recreational Playing Fields) available in Park City city limits	Staff is in agreement with these terms.	The use of all field areas is important to the operations of Triple Crown. They will continue coordinating with Recreation to ensure City Park field is available for Local Play.
Preformance Measures	Economic, Sustainability, Transportation	TCS will report economic, sustainability measures and transportation initatives prior to and at the end of each year of the contract.	Staff is in agreement with these terms.	TCS will report economic impact, sustainability measures and Transportation initiatives prior to and after each year of the contract.

LEVEL 3 SPECIAL EVENT PERMIT AND CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & TRIPLE CROWN SPORTS

This Level Three Special Event Permit and City Services Agreement is entered into as of _____, 2017, between Park City Municipal Corporation, a political subdivision of the State of Utah, (“Park City” or “City”), and Triple Crown Sports, a Colorado corporation, (“TCS”).

RECITALS

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

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

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

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

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

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

WHEREAS, Park City, in conjunction with the Park City Chamber/Bureau, reviews the direct economic benefit of the World Series Event to Park City on an annual basis. The City Council also finds that, in addition to the services contracted for herein, the World Series’ annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City’s contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Event create

an additional overall positive economic, artistic and quality of life impact on the City, its residents and its visitors, and nothing herein shall be determined to be a gift or charitable contribution by the City.

AGREEMENT

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

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

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

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

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

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to TCS or its designee by May 1 of each year all

official Park City information relevant to the World Series and the Use Areas, and promoting positive support for Park City's involvement in the World Series and the opportunities provided thereby. Park City shall cooperate with TCS by using its best efforts to notify TCS of any pending City ordinance changes or City right of way projects which could have a negative impact on TCS and its sponsorship relationships.

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

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

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

July 8 through 22, 2018

July 7 through 21, 2019

July 12 through 26, 2020

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

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

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

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

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

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

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

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

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to TCS all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for TCS to operate such facilities pursuant to this Agreement. TCS shall

remain responsible for any building or other permits necessary for its temporary improvements or food operations.

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

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

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

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. As according to the list of Basic City Services below, Park City shall pay for \$50,000 in City Services in 2018, \$40,000 of City Services in 2019, and \$30,000 in City Services in 2020. TCS shall be responsible for paying for any other City Services.

- a. Up to 20 hours of specific Event Police when determined necessary by the Park City Police Department.
- b. Use of recreation fields as outlined in exhibits A through D.
- c. Maintenance and Field preps as outlined in exhibit E.
 - a. Full Field Preps
 - b. Partial Field Preps
- d. Traffic barricades and use of two Variable Message Signs as needed concerning traffic control.

- e. Installation of Bracket Board as provided by the Chamber.
- f. Four (4) sets of City bleachers, including set up and break down.
- g. Special Events Application Fee
- h. Building Permit Fees
- i. Four (4) rentals of Santy Auditorium
- j. Special Use of Public Parking regarding Main Street closure

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

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

6.2 Additional City Services and Work Order Process.

TCS may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City services to be provided by Park City to promote the efficiency and success of the World Series. TCS may request services from Park City in addition to basic City services under this Agreement, either due to quantity, frequency, or type of service requested (collectively, “Additional City Services”). TCS will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead, or wear and tear on any equipment. If such adjustments require providing services which exceed One Hundred and Three Thousand Dollars (\$103,000) then the two parties will meet to negotiate an amendment to this Agreement to address the payment of these additional costs.

6.3 City Services Financials.

- (a). Park City agrees to keep accurate books and records of expenditures

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

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

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

7. City Representative.

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

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

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

8. Parking and Transportation.

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

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

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

D. TCS SERVICES.

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

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

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

9.3 Scheduling. TCS shall schedule no more than 120 teams per week in the World Series, unless other facilities are used throughout the region. The World

Series requires two (2) weeks of play, and shall coordinate with Park City to ensure the use of local play. The parties shall mutually determine which field can be programmed for local play.

9.4 Public Relations – Press Releases and Promotional Materials.

TCS shall include a reference to “Park City, Utah” in all press releases made and all promotional materials, and shall cooperate where possible in releasing joint public statements with the City and the HPCA promoting Park City, Utah, generally. TCS agrees to aggressively World Series residents and visitors to attend the World Series on Main Street Park City, Utah, using the following mechanisms:

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

9.5 Cooperation with Chamber Bureau and Business Associations. TCS

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

9.6 Fundraising Events. TCS shall hold fundraising events at the World

Series to benefit the capital improvements of facilities and Park City youth programs.

9.7 Responsibility. TCS acknowledges that noise levels and crowd

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

9.8 Responsible Conditions. TCS acknowledges that Park City can still

impose reasonable conditions as the World Series changes. Annually TCS shall report the following:

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

- Track waste diversion rate for trash, recycling, and compost in pounds, and provide a plan to increase diversion rate annually.
- Create a plan to increase the use of reusable or recyclable event materials (banners, signage, brochures, etc...).
- Eliminate the use of plastic bags, single use plastic bottles, and styrofoam throughout the event (TCS to require use of reusable or compostable serving utensils/bags/packaging for all event vendors, participants and attendees).
- Enforce no idling policy for vendors, staff, and attendees.

E. FINANCIAL

10. City Services Agreement. Subject to annual budget appropriation, Park City hereby agrees to make the following annual contributions to TCS towards the cost of the World Series for the term of this Agreement:

Contracted Years 2018, 2019, 2020

- (a.) Annual City Service Fee waivers, based on a the following:
 - (i.) Fee waivers – Sixty Thousand Five Hundred Dollars (\$60,500.00) in City Service fees for Basic City Services as estimated based on 2017 Fee Reduction Analysis. TCS shall pay for all other Basic City Services for the World Series dates.

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

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

business plans, and other similar financial information by November 1 of each contracted year.

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

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

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

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

- (a) **\$500,000** Workers' compensation insurance for TCS employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and coverage required under ERISA, unemployment insurance, and any other insurance required by State or federal laws.

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

- (a) Commercial general liability policy, with combined single limits of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in aggregate.
- (b) Automobile general liability policy, with a limit of Two Million Dollars (\$2,000,000.00).
- (c) TCS shall require any hired security company to provide a policy of liability insurance and name TCS and Park City as additional insured on the policy with limits set forth in 11.4 (a) and (b).
- (d) TCS shall require any hired transportation company to provide a policy of liability insurance and name TCS and Park City as insured on the policy with limits set forth in 11.4 (a) and (b) above.

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

- (a) Shall be written on an occurrence basis, and shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with TCS's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines, and expenses that arise out of or in connection with the acts or omissions of Park City incident to TCS's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents.
- (b) Shall provide that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers, agents or employees.
- (c) Shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and
- (d) Shall provide that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

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

G. MISCELLANEOUS.

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

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

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

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

16. Representations and Warranties.

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

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

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

to perform its obligations.

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

19. Other Miscellaneous Terms.

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

19.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to

the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

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

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

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

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

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

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

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

which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

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

With copies to:

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

If to TCS:

President
Triple Crown Sports
3930 Automation Way
Fort Collins, CO 80525

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

20.11 Nondiscrimination.

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

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

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

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Approved as to Form:

Mark D. Harrington, City Attorney

Attest:

City Recorder

TRIPLE CROWN SPORTS

Kerry King, President

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 2017, _____ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he/she acknowledged to me that he/she executed the _____ (name of document being signed).

Notary Public

SUMMARY OF EXHIBITS

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

**EXHIBIT A TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: City Park Field

Use Area: City Park Field and associated parking inventories

Use Period: July 8 through 22, 2018
July 7 through 21, 2019
July 12 through 26, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 4:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.) TCS is required to coordinate use of City Park field with Park City Recreation staff in order to accomidate local play.

Type of Use: Parking – nonexclusive; Alll others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and F.

**EXHIBIT B TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

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

Use Area: Three (3) softball fields on the East side of Treasure Mountain Middle School and all parking spaces in the adjacent parking lots west of the fields.

Use Period: July 8 through 22, 2018
July 7 through 21, 2019
July 12 through 26, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; Alll others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E and F.

**EXHIBIT C TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: PCSD High School Fields and associated parking inventories

Use Area: Two (2) fields on the East side of High School parking spaces in the adjacent parking lot.

Use Period: July 8 through 22, 2018
July 7 through 21, 2019
July 12 through 26, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:30 a.m. to 10:00 p.m. (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; Alll others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

**EXHIBIT D TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

USE AREA: Park City Sports Complex

Use Area: All available softball & baseball fields at PCSC.

Use Period: July 8 through 22, 2018
July 7 through 21, 2019
July 12 through 26, 2020

TCS Contact Person: To be submitted annually with each Supplemental Plan.

Intended Use: Girls Fast Pitch Softball & Boys Fast Pitch Baseball

Hours of Use: 7:00 a.m. to 5:00 p.m. for one (1) field
7:00 a.m. to 10:00 p.m. for all other fields (Current PMCM code has restrictions past 10:00 p.m.)

Type of Use: Parking – nonexclusive; All others Exclusive.

Basic City Services: Park City shall provide waste removal inside and outside of the Use Area and Field Preparation and Maintenance as outlined in Exhibit E.

Restrictions: Event organizers must honor Park City’s contracts with sponsors and suppliers.

**EXHIBIT E TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

Field Preparation and Maintenance Agreement

Use Areas

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

City Park Field

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

Week 1: Bases at 60'; pitching rubber at 35'

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

Portable fencing at 210'

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

Treasure Mountain Middle School

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

Week 1: Bases at 60'; pitching rubber at 35'

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

Portable fencing at 210'

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

Skinned infields with bases at 60' and pitching rubber at 40'

Irrigation available to water down fields

High School Fields

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

Week 1: Bases at 60'; pitching rubber at 35'

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

Portable fencing at 210'

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

PCSC Fields

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

Week 1: Bases at 60'; pitching rubber at 35'

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

Portable fencing at 210'

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

Park City Field Maintenance Staff

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

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

Materials Stored at Each Facility

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

Field Preparation

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

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

Partial Field Preparation Description:

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

Full Field Preparation Description:

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

Full Field Preparation Description:

1. Water the field to keep material dust minimalized.
2. Drag the field starting from the outer edge of the infield and working towards the middle. At the end of dragging, bring the drag through home plate and stop the cart at the pitching mound. Shake out the excess material off the drag mat at the pithing mound.
3. Rake out material around pitching mound.

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

Cost

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

**EXHIBIT F TO
SPECIAL EVENT PERMIT and CITY SERVICES AGREEMENT**

Traffic Control Agreement

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

This area also highlights parking, mitigation, and barricading of the agreed upon venues. Once done it is TCS's, in conjunction with PCMC responsibility to monitor all health, safety and welfare concerns.



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that the City Council adopt the proposed amendments to the Noise Ordinance, Title 6 Chapter 3 of the Municipal Code. The Noise Ordinance is in effect across all of Park City Municipal boundaries. Amendments throughout Title 6 Chapter 3 are intended to:

- Address potential constitutional issues within the current code;
- Establish a standard to resolve disputes in different use districts; and
- Make minor changes for clarity, consistency and style.

Staff discussed the proposed amendments with the Planning Commission at a public hearing on July 26, 2017. The proposed amendments were further discussed with the City Council at public hearings on August 17, 2017 and on October 12, 2017.

Respectfully:

Michelle Downard, Deputy Chief Building Official



City Council Staff Report

Subject: Noise Ordinance, Park City Municipal Code Title 6 Chapter 3
Author: Tricia S. Lake, Assistant City Attorney/Prosecutor
Michelle Downard, Deputy Chief Building Official
Department: City Attorney's Office, Building Department
Date: November 16, 2017
Type of Item: Legislative

Summary Recommendation:

Staff recommends that the City Council adopt the proposed amendments to the Noise Ordinance, Title 6 Chapter 3 of the Municipal Code. The Noise Ordinance is in effect across all of Park City Municipal boundaries. Amendments throughout Title 6 Chapter 3 are intended to:

- Address potential constitutional issues within the current code;
- Establish a standard to resolve disputes in different use districts; and
- Make minor changes for clarity, consistency and style.

Staff discussed the proposed amendments with the Planning Commission at a public hearing on July 26, 2017. The proposed amendments were further discussed with the City Council at public hearings on August 17, 2017 and on October 12, 2017.

Topic/Description:

Noise is a common concern for local jurisdictions. Over the past few years there have been ongoing noise conflicts within Park City between residents and business owners, especially near the Main Street and Park Avenue commercial and residential areas. As development increases, including a trend of mixed use buildings, concentration of structures is compounded and the separation of uses decreases. Recently, the Park City Planning Commission has been discussing noise concerns in coordination with land use applications.

Conflicts with the current Noise Ordinance are in part because—when read in its entirety—the current Noise Ordinance contains numerous sections which have been incrementally added/amended and now could potentially face challenge(s) as both overbroad and vague. An ordinance does not withstand constitutional scrutiny if a court determines it regulates noise in a manner that encroaches upon citizens' First Amendment rights to free expression, and/or it fails to clearly notify citizens of what constitutes a noise ordinance violation.

The proposed amendments seek to narrowly tailor the time, place, and manner restrictions on noise to balance the City's interest in protecting citizens from unwelcome noise without encroaching on citizens' First Amendment rights to freedom of expression; and the proposed amendments seek to establish objective standards to determine noise ordinance

violations and enforcement in compliance with Fourteenth Amendment due process.

Staff reviewed ordinances from other jurisdictions to understand what has been successfully implemented. Much of the verbiage within the proposed ordinance is consistent with Salt Lake City, West Valley City, Ogden and Boulder, CO.

Background:

(1) The proposed Noise Ordinance amendments bring the noise ordinance into compliance with the U.S. constitution.

The proposed Noise Ordinance is content neutral, is narrowly tailored to time, place, and manner restrictions and does not obstruct alternative channels of communication.

The proposed Ordinance more clearly informs ordinary citizens of the conduct required to conform to the law and defines the objective standard by which noise violations are measured and enforced.

(2) The proposed Noise Ordinance amendments establish a standard to resolve disputes in different use districts.

The proposed Park City Municipal Code Section 6-3-9 (A) clarifies that noise may be “measured at or within the property line of the receiving property.” This amendment addresses noise reverberating from one location to another, also known as the “canyon effect.”

Additionally, the proposed Section 6-3-9 (A) clarifies how the code will be enforced when a noise dispute crosses into another use district: “When a noise source can be identified and its noise measured in more than one land use category, the limits of the least restrictive use shall apply at the boundaries between different land use categories.”

This proposed amendment will particularly impact the Main Street and Park Avenue areas because of the residential and commercial use district proximity. The proposed amendment puts citizens on notice regarding the standard that will be consistently applied and enforced.

(3) The proposed Noise Ordinance amendments make minor changes for clarity, consistency and style.

Like other parts of the Municipal Code, the Noise Ordinance has evolved over time in response to the City’s changing needs and priorities. This piecemeal process can often result in ordinances that are difficult to understand or are inconsistent in style. Review and revision of the whole chapter provides an opportunity to identify various amendments that promote clarity and consistency of the Noise Ordinance without changing its substantive effect.

The ability to request relief from the noise restrictions on the basis of undue hardship by

the Building Official for building issues and the Chief of Police for special events and community or private functions or events will remain. Staff finds that this latitude is appropriate and allows staff to consider unique circumstances on a case by case basis.

Analysis:

Enforcement

As enforcement is a crucial component of the noise ordinance amendments, staff has initiated a joint enforcement pilot program, where code enforcement has worked periodic shifts side by side with public safety to determine best practices in applying the code in the field and evaluating appropriate noise levels within the scope of the proposed amendments. This joint enforcement pilot program will also develop consistency between enforcement personnel, any of whom may be called to respond to a noise complaint.

Staff also wanted to address the concerns for enforcement regarding the technical language within the proposed amendments. In order to ensure that enforcement staff is confident in their ability to enforce the noise ordinance amendments as proposed, training was conducted on September 27, 2017 on sound meters which comply with the industry standard of American National Standards Institute (ANSI) publication S1.4-1983, as proposed within the code amendments.

City Council Discussion

During the October 12, 2017 City Council Meeting, the below remaining concerns and questions were identified:

- **Use Districts**

<u>Use District</u>	10:00 P.M. – 6:00 A.M.	6:00 A.M. – 10:00 P.M.
Residential	50 dBA	55 dBA
Commercial	60 dBA	65 dBA

- Decibel Levels. The proposed Park City Municipal Code Section 6-3-9 (A) differentiates permitted noise levels within commercial use districts from residential use districts. This is consistent with noise ordinances in Salt Lake City, West Valley City, Ogden and Boulder, CO. Alternatively, changing this language by utilizing a citywide decibel level would not adequately account for the various uses within the residential and commercial use districts and is therefore not recommended. Our field tests consistently demonstrate that normally permitted day-time operations and ambient noise levels in the HCB zone typically exceed 50-55 dBA.
- Governing Use District. The proposed Park City Municipal Code Section 6-3-9 (A) specifies that when a noise source can be identified and its noise measured in more than one land use category, the limits of the least

restrictive use shall apply. The primary reason for this is the business/property owner generating the noise can only measure their noise for compliance at the source. If they are subject to a variable measurement several streets away in another use district they never know what their compliance level is until after the fact. Also, utilization of this standard keeps the permitted noise levels in commercial use districts consistent with the current standard (65 dBA is considered excessive and unusually loud citywide). Alternatively, changing this language by requiring noise to comply with the “most restrictive use” would in effect decrease the **currently** permitted noise levels of commercial use districts which border residential use districts by 10 decibels (50 dBA is half as loud as 60 dBA) and is therefore not recommended. Furthermore, based on field tests already conducted by staff, sound levels in compliance with the proposed amendments for Main Street (noise source) when measured at or within the property line of Park Avenue (receiving property) have been compliant due in large part to the natural diminution of sound over distance. It is anticipated this will be further demonstrated on the City Council field trip currently scheduled for November 10, 2017.

Department Review:

The City Attorney’s Office has reviewed and analyzed Park City’s current Noise Ordinance and relevant law regarding regulation of noise in Utah by local governmental entities, and has consulted with the Building, Planning, Special Events and Police Departments.

Public Input:

Staff has incorporated the feedback from the Planning Commission Meeting into the proposed ordinance. Additionally, staff has coordinated with the Community Engagement Department to conduct outreach within the City Newsletter, press releases (specifically to the Park Record and KPCW), and social media.

Staff discussed the noise ordinance at the Main Street Business Alliance Meeting on August 15, 2017. Staff has also provided updates regarding the current recommendations to the Main Street Business Alliance and the Nightly Rental Association.

City Council members will be attending a fieldtrip to assess noise levels on Main Street. They will meet at the Bob Wells Plaza, located at 480 Swede Alley, Friday, November 10, 2017, at 10:00 p.m., and will proceed to Main Street. Members of the public are invited to attend.

Alternatives for City Council to Consider:

- A. Approve:** City Council may approve the Noise Ordinance as recommended by staff.
- B. Deny:** Council can deny the request for the Noise Ordinance.
- C. Amend:** Council may amend the current recommendation and approve the Noise Ordinance with amendments.
- D. Continue:** Council may continue the item.

Funding Source:

No additional funding is being requested.

Consequences of not taking the recommended action:

Denying the request would leave the Noise Ordinance as it is, potentially giving rise to litigation that seeks to overturn the ordinance based on First and Fourteenth Amendment violations; there would continue to be a lack of clarification with regard to the existing conflict between residential and commercial interests in the Main Street and Park Avenue areas. Additionally, staff would have a lack of clarification regarding the desired level of enforcement.

Exhibits:

Exhibit A – Proposed Noise Ordinance



Ordinance No. 2017-53

AN ORDINANCE AMENDING TITLE 6, HEALTH, NUISANCE ABATEMENT, NOISE; CHAPTER 3, NOISE, OF THE MUNICIPAL CODE OF PARK CITY, UTAH

WHEREAS, the livability and viability of Park City, its residents, businesses, and guests is a high priority and work sessions were held by the Planning Commission on July 26, 2017 and by the City Council on August 17, 2017 to address potential amendments to Title 6, Chapter 3 of the Municipal Code regarding Park City's Noise Ordinance; and

WHEREAS, Park City has a direct interest in protecting the health, economy, and natural environment of our community by addressing noise pollution while at the same time balancing residential and commercial interests; and

WHEREAS, residential complaints regarding noise pollution are often in conflict with adjacent commercial interests; and

WHEREAS, Park City's Noise Ordinance is subject to constitutional challenges due to overbreadth and vagueness;

WHEREAS, members of the City Council find it in the best interest of the public to clarify the Municipal Code from time to time and specifically in this instance to realistically promote best practices by minimizing conflicts in neighboring commercial and residential zones and to enact sound legislation that is able to withstand constitutional scrutiny, and is able to be consistently enforced and understood.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendments. Title 6 Chapter 3 of the Municipal Code of Park City is hereby amended to include the following:

6- 3- 1. DEFINITIONS.

For purposes of these regulations, unless otherwise defined in other sections of these regulations, the following terms, phrases, and words shall have the meaning herein given.

(A) **A-WEIGHTED SOUND PRESSURE LEVEL.** The sound pressure level as measured with a sound level meter using the A-weighting network. The standard notation is “dB(A)” or “dBA”.

(B) **AMBIENT SOUND PRESSURE LEVEL.** The sound pressure level of the all-encompassing noise associated with a given environment, usually a composite of sounds from many sources. It is also the A-weighted sound pressure level exceeded ninety percent (90%) of the time based on a measurement period which shall not be less than ten (10) minutes.

(A) ~~(C)~~ **CONTINUOUS SOUND.** Any sound that exists, essentially without interruption, for a period of ten minutes or more.

(B) ~~(D)~~ **CYCLICALLY VARYING NOISE.** Any sound that varies in sound level so that the same level is obtained repetitively at reasonable uniform levels of time.

(E) **DECIBEL.** A logarithmic and dimensionless unit of measure often used in describing the amplitude of sound. Decibel is denoted as “dB”.

(G) ~~(F)~~ **DEVICE.** Any mechanism that is intended to produce, or that actually produces noise when operated or handled.

(D) ~~(G)~~ **DYNAMIC BRAKING DEVICE.** A device used primarily on trucks for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes, commonly referred to as "Jacob's Brake" or "Jake Brake".

(E) ~~(H)~~ **EMERGENCY.** A situation or occurrence, which in the opinion of the City Manager, Chief of Police, Chief Building Official, or City Engineer, presents an imminent threat to the health, safety or welfare of any person, place or property.

(F) ~~(I)~~ **EMERGENCY WORK.** Work required to restore property to a safe condition following a public calamity or to protect persons or property from an imminent exposure to danger.

(G) ~~(J)~~ **EMERGENCY VEHICLE.** A motor vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

(K) **HEATING, VENTILATION, AND AIR CONDITIONING (HVAC).** Any system installed on or within a dwelling, facility, building or structure for the purpose of providing heating, ventilation, or air conditioning. HVAC may include furnaces, air exchangers, central air condensing units, evaporative “swamp” coolers, heat pumps, exhaust fans, and other heating and cooling equipment.

(H) ~~(L)~~ **IMPULSIVE NOISE.** A noise containing excursions usually less than one second, or sound pressure level using the fast meter characteristic.

(H) **(M) MOTOR VEHICLE.** Any vehicle that is self-propelled by mechanical power, including, but not limited to, passenger cars, trucks, truck-trailers, semi-trailers, campers, motorcycles, mini-bikes, go-carts, snowmobiles, and racing vehicles.

(J) **(N) MUFFLER.** An apparatus consisting of a series of chambers or baffle plates designated to transmit gases while reducing sound.

(O) NINETIETH PERCENTILE NOISE LEVEL. The A-weighted sound pressure level that is exceeded ninety percent (90%) of the time in any measurement period (such as the level that is exceeded for 9 minutes in a 10 minute period) and is denoted "L90".

(K) **(P) NOISE DISTURBANCE.** Any sound that annoys or disturbs a reasonable person(s) with normal sensitivities or that injures or endangers the comfort, repose, health, hearing, peace, or safety of another person(s).

(L) **(Q) NOISE.** Any sound that is unwanted and causes or tends to cause an adverse psychological or physiological effect on human beings.

(R) PERSON. Any human being, firm, association, organization, partnership, business, trust, corporation, company, contractor, supplier, installer, user, owner or operator, including any municipal corporation or its officers or employees.

(M) **(S) PLAINLY AUDIBLE NOISE.** Any noise for which the information content of that noise is unambiguously transferred to the listener, including, but not limited to the understanding of spoken speech, comprehension of whether a voice is raised or normal, or comprehension of musical rhythms.

(N) **(T) PROPERTY BOUNDARY.** An imaginary line at the ground surface, and its vertical extension that separates the real property owned by one person from that owned by another person.

(U) PUBLIC RIGHT-OF-WAY. Any street, avenue, boulevard, highway or alley, or similar place, which is owned or controlled by a public governmental entity.

(V) PURE TONE. Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purpose of measurement, a pure tone shall exist if the one-third (1/3) octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two (2) contiguous one-third (1/3) octave bands by five (5) dB for frequencies of five hundred (500) Hz and above, by (8) dB for frequencies between one hundred sixty (160) and four hundred (400) Hz, and by fifteen (15) dB for frequencies less than or equal to one hundred twenty five (125) Hz.

(W) REPETITIVE IMPULSIVE NOISE. Any noise which is composed of impulsive noises that are repeated at sufficiently slow rates such that a sound level meter set at

the “fast” meter characteristic will show changes in sound pressure level greater than ten (10) dBA.

(Θ) ~~(X)~~ **SOUND**. A temporal and spatial oscillation in pressure, or other physical quantity with interval forces that cause compression or rarefaction of the medium, and that propagates at finite speed to distant points.

(Y) **SOUND LEVEL METER**. An instrument, including a microphone, amplifier, RMS detector and integrator, time averager, output meter and/or visual display and weighing networks, that is sensitive to pressure fluctuations. The instrument reads sound pressure level when properly calibrated and is of type 2 or better as specified in American National Standards Institute (ANSI) publication S1.4-1983 or its successor publication.

(Z) **SOUND PRESSURE**. The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space due to sound.

(AA) **SOUND PRESSURE LEVEL**. Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure, which shall be twenty (20) micropascals, denoted LP or SPL.

(P) ~~(BB)~~ **STATIONARY NOISE SOURCE**. Any device, fixed or movable, that is located or used on property other than a public right-of-way.

(CC) **TENTH PERCENTILE NOISE LEVEL**. The A-weighted sound pressure level that is exceeded ten percent (10%) of the time in any measurement period (such as the level that is exceeded for 1 minute in a 10 minute period) and is denoted “L10”.

(DD) **USE DISTRICT**. Those districts established by the city zoning ordinance set out at Title 15 of this code, as amended, or its successor title.

6- 3- 8. SPECIFIC NOISE PROHIBITIONS.

The following acts are declared to be in violation of these rules and regulations:

(B) **RADIO, TELEVISION SETS, ~~TAPE PLAYERS, COMPACT DISC PLAYERS,~~ MUSICAL INSTRUMENTS, AND SIMILAR DEVICES**. Using, operating, or permitting, the use or operation of any radio receiving set, musical instrument, television, phonograph, drum, or other machine or device for the production or reproduction of sound: in violation of Section 6-3-9, or cause a noise disturbance.

~~(1) — between the hours of 10 p.m. and 7 a.m. in a way that is plainly audible beyond the property boundary of the source; or~~

~~(2) — on public property, public rights-of-way, or private property at any time so as to be plainly audible fifty feet (50') (15.25 meters) from the device.~~ Permits to

exceed the limits of this section may be issued for special events on public property by the Chief of Police, ~~Building Official or City Manager upon approval from the agency operating the public property as~~ provided by Section 6-3-11.

6-3-9. NOISE LEVELS

~~The making and/or creating of excessive or unusually loud noise or sound within the City as identified in the following Subsection (A), or identified and measured in the manner prescribed in Subsection (B), or in violation of restricted hours as outlined in Subsection (C) is unlawful.~~

- (A) ~~On the public right of way or upon public property, from the source or device as to be plainly audible at a distance of fifty feet (50') or on private property, as to be plainly audible at the property line.~~

Maximum Permissible Sound Levels: It is a violation of this chapter for any person to operate or permit to be operated any stationary source of sound in such a manner as to create a ninetieth percentile sound pressure level (L90) of any measurement period (which shall not be less than 10 minutes unless otherwise provided in this chapter) which exceeds the limits set forth for the following receiving land use districts, when measured at or within the property line of the receiving property:

<u>Use District</u>	<u>10:00 P.M. – 6:00 A.M.</u>	<u>6:00 A.M. – 10:00 P.M.</u>
Residential	50 dBA	55 dBA
Commercial	60 dBA	65 dBA

When a noise source can be identified and its noise measured in more than one land use category, the limits of the least restrictive use shall apply at the boundaries between different land use categories.

- (B) ~~The noise shall be measured at a distance of at least twenty five feet (25') from the source of the device upon public property or within the public right of way or twenty five feet (25') from the property line if upon private property, and shall be measured on a decibel or sound level meter of standard design and quality operated on the "A" weighing scale. A measurement of sixty five (65) decibels shall be considered to be excessive and unusually loud.~~

Correction for Duration of Sound:

1. It is a violation of this chapter for any person to operate, or permit to be operated, any stationary source of sound within any land use district which creates a tenth percentile sound pressure level (L10) of fifteen (15) dBA greater than the levels set forth for the receiving land use districts in subsection A of this section for any measurement period. Such period shall not be less than ten (10) minutes.

2. Notwithstanding subsection B1 of this section, it is a violation of this chapter for any person to operate, or permit to be operated, any stationary source of sound within any land use district which creates a tenth percentile sound pressure level (L10) greater than (15) dBA above the ambient sound pressure level (L90) of any measurement period. Such period shall not be less than ten (10) minutes.

(C) ~~Hours of restriction are as follows:~~

~~Residential—10 pm to 7am Monday through Saturday~~

~~————Not before 9am Sunday~~

~~Commercial—10pm to 6am Monday through Saturday~~

Correction for Character of Sound:

1. For any stationary source of sound which emits a pure tone, cyclically varying sound or repetitive impulsive sound, the limits set forth in subsection A of this section shall be reduced by five (5) dBA.

2. Notwithstanding compliance with subsection C1 of this section, it is a violation of this chapter for any person to operate or permit to be operated any stationary source of sound which emits a pure tone, cyclically varying or repetitive impulsive sound which creates a noise disturbance.

6- 3-10. EXEMPTIONS.

The following uses and activities shall be exempt from noise level regulations:

- (A) Noise of safety signals, warning devices, and emergency pressure relief valves;
- (B) Noise resulting from any authorized emergency vehicle when responding to an emergency call or in time of an emergency;
- (C) Noise resulting from emergency work;
- (D) Noise resulting from lawful fireworks and noisemakers used for celebration of an official holiday;
- (E) Any noise resulting from activities of temporary nature during periods permitted by law for which a license or permit has been approved ~~by the Director~~ in accordance with Section 6-3-11;
- (F) Any noise resulting from snowmaking activities at ski areas; and
- (G) Any noise resulting from the maintenance of golf courses.
- (H) Any noise resulting from snow plowing or removal services.

(I) Ten o'clock whistle.

(J) Noise resulting from a duly licensed and operated Public Outdoor Music Plaza pursuant to Title 4, ~~Chapter 8A~~, of the Municipal Code of Park City.

(K) Noise resulting from the operation of a permitted and approved Heating, Ventilation, and Air Conditioning (HVAC) system, including central air conditioning units, evaporative coolers, or window cooling units, regardless of the time or frequency of operation, provided the system is in good repair and operating within manufacturer's specifications.

6-3-11. RELIEF FROM RESTRICTIONS

~~Requests for relief from the noise restrictions in these rules and regulations may be made by the Building Official as it pertains to building issues and by the Chief of Police as it pertains to special events and community or private functions or events. Upon granting relief, any conditions outlined and agreed upon shall be complied with by the applicant and failure to do so will cause the relief agreement to be suspended.~~

~~(A) Applications for a permit for relief from the noise restrictions in this chapter on the basis of undue hardship may be made to the Building Official as it pertains to building issues and to the Chief of Police as it pertains to special events and community or private functions or events. Any permit granted by the Building Official or the Chief of Police shall contain all conditions upon which the permit has been granted, including, but not limited to, the effective dates, time of day, location, sound pressure level, or equipment limitation.~~

~~(B) The relief requested may be granted upon good and sufficient showing:~~

~~(1) That additional time is necessary for the applicant to alter or modify such applicant's activity or operation to comply with this chapter; or~~

~~(2) That the activity, operation or noise source will be of temporary duration and cannot be done in a manner that would comply with this chapter; and~~

~~(3) That no reasonable alternative is available to the applicant.~~

~~(C) The Building Official or the Chief of Police may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon a community or the surrounding neighborhood.~~

6-3-14 ENFORCEMENT

The Police Department ~~and Building Department~~ may, upon discovery or report of a violation or violations of this Chapter, issue a criminal written citation for the violation ~~requiring an appearance in court to answer the charges~~, or may file a report with the

City Prosecutor's Office for review and issuance of an information and summons to court to answer the charges.

The Building Department, may, upon discovery or report of a violation or violations of this Chapter, issue an Administrative Code Enforcement (ACE) citation for the violation set out at Title 11, Chapter 19 of this code, as amended, or its successor title.

6-3-15. PENALTY

Any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of ~~an~~ class B misdemeanor, pursuant to U.C.A. Section 26-23-6, as amended. ~~If a person is found guilty of a subsequent similar violation within two (2) years, he is guilty of a class A misdemeanor, pursuant to U.C.A. Section 26-23-6, as amended.~~ Each day such violation is committed or permitted to continue shall constitute a separate violation.

The City Attorney may initiate legal action, civil or criminal, requested by the Department to abate any condition that exists in violation of these rules and regulations. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance or other noise disturbance.

Section II. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section III. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of Park City Municipal Corporation conflict with the provisions of this ordinance, this ordinance shall prevail.

Section IV. Effective Date. This ordinance shall become effective upon publication.

PASSED AND ADOPTED BY THE PARK CITY COUNCIL this _____ day of _____, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Tricia S. Lake, Assistant City Attorney



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

The following counts are the unofficial results, and include mail-in ballots postmarked on or before November 6, 2017, ballots deposited in official Summit County drop boxes, and provisional ballots verified as acceptable for counting by the Summit County Clerk's Office. The official results will be distributed in Council meeting.

Respectfully:

Michelle Kellogg, City Recorder



Resolution No. 32-2017

**RESOLUTION OF THE BOARD OF CANVASSERS CERTIFYING THE
OFFICIAL CANVASSERS' REPORT OF THE NOVEMBER 7, 2017, MUNICIPAL
GENERAL ELECTION FOR PARK CITY, UTAH**

WHEREAS, UCA 20A-4-301(2), provides as follows:

(a) The mayor and the municipal legislative body are the board of municipal canvassers for the municipality.

(b) The board of municipal canvassers shall meet to canvass the returns at the usual place of meeting of the municipal legislative body:

(i) for canvassing of returns from a municipal general election, no sooner than seven days after the election and no later than 14 days after the election; or

(ii) for canvassing of returns from a municipal primary election, no sooner than seven days after the election and no later than 14 days after the election.

(c) Attendance of a simple majority of the municipal legislative body shall constitute a quorum for conducting the canvass.

WHEREAS, the Park City Municipal General Election was held on November 7, 2017, with all ballots being sent by mail or inserted in Summit County Election drop boxes.

NOW THEREFORE, be it resolved by the Park City Board of Canvassers as follows:

SECTION 1. ELECTION RESULTS

The following election returns received include all mail-in ballots postmarked on or before November 6, 2017, ballots deposited in official Summit County drop boxes, and provisional ballots verified as acceptable for counting by the Summit County Clerk's Office.

MAYORAL CANDIDATES	TOTAL	PERCENTAGE
Andy Beerman	1,318	54.51%
Dana Williams	1,100	45.49%

COUNCIL CANDIDATES	TOTAL	PERCENTAGE
Tim Henney	1,592	39.91%
Josh Hobson	551	13.81%
Mark Blue	353	8.85%
Steve Joyce	1,493	37.43%

Mayoral candidate Andy Beerman and City Council candidates Tim Henney and Steve Joyce received the highest number of votes in the 2017 General Election and are hereby declared “elected.”

MUNICIPAL ELECTION TURNOUT

TURNOUT	TOTAL
Active Registered Voters	4861
Number Ballots Cast	2408
Turnout Percentage	49.54%

SECTION 2. CERTIFICATION

The Board of Canvassers has reviewed this Resolution as the official Canvassers’ Report and hereby certifies that the election information contained in it is accurate.

PASSED AND ADOPTED this 16th day of November, 2017

PARK CITY MUNICIPAL CORPORATION BOARD OF CANVASSERS

Council Member Becca Gerber

Council Member Nann Worel

Council Member Cindy Matsumoto

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

CERTIFICATION

It is hereby certified as follows:

Results of the canvass will be published in *The Park Record*, a newspaper of general circulation; and a copy of the canvass will be filed with the Office of the Lieutenant Governor.

Michelle Kellogg, Election Official



DATE: November 16, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should hold a public hearing, review and approve the Level Three Special Event - Early Season Park City Mountain Concert to be held on Saturday December 2, 2017 based on the findings that this event meets the requirements for a Level Three Special Event Permit according to section [4-8 of the Park City Municipal Code](#) in a form approved by the City Attorney

Respectfully:

Tommy Youngblood, Events Coordinator



City Council Staff Report

Subject: New Level Three Event Approval - Early Season Park City Mountain Resort Concert
Author: Tommy Youngblood – Special Event Coordinator
Department: Special Events
Date: November 16, 2017
Type of Item: Administrative

Summary Recommendation

City Council should hold a public hearing, review and approve the Level Three Special Event - Early Season Park City Mountain Concert to be held on Saturday December 2, 2017 based on the findings that this event meets the requirements for a Level Three Special Event Permit according to section [4-8 of the Park City Municipal Code](#) in a form approved by the City Attorney.

Executive Summary

In accordance with the [Park City Municipal Code 4-8-4\(C\) \(1\)](#), City Council reviews applications for new Level Three events.

The Early Season Park City Mountain Concert will be held at the Eagle Statue Plaza at Park City Base and will include a concert and celebration as a kickoff to the 2018 ski season to celebrate locals and pass holders alike.

Staff recommends that City Council review and approve the Early Season Park City Mountain Concert, a Level Three Special Event, which will be held on Saturday December 2nd, 2017, from 2pm – 5pm.

Acronyms

PCMC Park City Municipal Corporation
SEAC Special Event Advisory Committee

The Opportunity

To kick off the ski season in Park City and celebrate the locals and pass holders at the resort, Park City Mountain is applying to host an early season concert in the Eagle Statue plaza at the Park City Base.

The concert will feature Karl Denson's Tiny Universe, a band with a sizable local following estimated to attract 2,000 attendees.

This application was received on October 23, 2017.

Background

- This event continues the Park City Mountain's desire expressed in the [Managers Report from March 24th, 2016](#) to host more events of this type and magnitude. . This concert is similar to the end of the season Spring Gruv music events that the Park City Base produced in March of 2016 and 2017

Analysis

The Park City Mountain staff continues to work with staff to mitigate the operations of the Level Three Event with the following parameters:

- The concert will be held at the Eagle Statue Plaza with a DJ on Stage from 2:00pm – 3:00pm and the main act playing from 3:00pm – 5:00pm. Setup will begin at 10:00am and breakdown will occur by 7:00pm and have minimal public impact.
- Estimated Cost of City Services

Special Event Application Fee	\$ 160
Public Safety Fee – On Mountain Patrol	\$ 1,800
Building Department	\$ 400
Bleacher Rental	\$ 600
Four Traffic Control Officers from 2:00 pm to 6:00pm along Silver King Drive and Empire Ave	\$1200
Total	\$ 4160

- The event application was received after the Oct 1st deadline for submittal to the Fee Reduction Process and is applying for a Fee Reduction for this event under the provision below.
 - Applications received outside the scheduled application process may be considered when the applicant demonstrates an immediate need for funding and provides justification for why the application was not filled within the specified deadline, unless otherwise directed by the Council.
- **Transportation and Parking Impact**
 - The transportation and parking plan (Exhibit B) has been used for similar events at the resort will be implemented with additional residential parking notifications.
 - Based on this possible congestion Transportation Planning will be implementing traffic control measures as listed in chart above. Four Traffic Control Officers.
 - Although the event is designed to draw attendees outside of the area; the resort plans to mitigate increased parking by messaging that additional parking is available at the Canyons Village and Park City School District lots and to take the free transit system to the event. Park City Transit

frequency will not be increased for event. Transit reports that additional busses can be added to the system 'on the fly' if required to accommodate increases in demand.

- Staff will continue to work with the applicant to further mitigate traffic and parking impacts, as well as encourage carpooling and use of our transit system.
- An event noise waiver will be applied for by the applicant.

- **Environmental Impact**

- Park City Mountain EpicPromise initiative supports sustainability within Park City, preserving our natural environments and contributing to the success of the community. These efforts include recycling programs, supporting carpooling and use of local transit and more efficient snowmaking.
 - Staff will continue to work with the applicant to provide environmental positive actions on waste management for their attendees and spectators.
- This event was applied for after the last Special Event Advisory Committee (SEAC) meeting. Their next meeting is scheduled for November 15, 2017. Staff will add this to the next SEAC agenda for discussion and feedback in time for PCMC staff to verbally present that feedback at the Council meeting.

Alternatives for City Council to Consider

Recommended Alternative

In accordance with Findings, Conclusions and Conditions of Approval, staff recommends that City Council review and approve the Supplemental Plan for the Early Season Park City Mountain Concert to be held on Saturday December 2, 2017 based on the findings that this event meets the requirements for a Level Three Special Event Permit according to section [4-8 of the Park City Municipal Code](#).

Pros

- a. The Early Season Park City Mountain Concert aligns with [City Council's goals](#) of providing a complete community striking the balance between tourism and local quality of life including varied and multi- seasonal events.
- b. The parking and traffic plan reduces congestion, and provides alternate parking areas

Cons

- a. Though managed by Staff and the event organizer this activity caused increased traffic congestion in the area around the Park City Resort Base for the period of activity.

Modify Alternative:

Council could modify operational plans for this upcoming event

Pro:

- a. Council may be able to create a plan to increase success in mitigation attempts.

Con:

- a. Changes may not have time be implemented prior to event.

Deny Alternative:

City Council could deny the approval of the event.

Con:

- a. The event would not take place.

Departmental Review

Special Events and Economic Development, Sustainability, Transportation Planning, Budget, Legal, and Executive have reviewed this report and their comments have been incorporated. Community Engagement, Transit, Building, Public Works, Police, Emergency Management have received the application for review.

Funding Source

The applicant has received a city services fee estimate and has applied for the Fee Reduction Process.

Attachments

Exhibit A	Early Season Park City Mountain Concert – Special Event Application
Exhibit B	Early Season Park City Mountain Concert Traffic Mitigation Plan
Exhibit C	Level Three Special Event Permit DRAFT Early Season Park City Mountain Resort Concert

**Exhibit C – Early Season Park City Mountain Resort Concert - Level Three
Special Event Permit Addendum
DRAFT**

SPECIAL EVENT PERMIT

Type of License: Level One Level Two X Level Three
Event Name: Early Season Park City Mountain Resort Concert
Event Date(s): December 2, 2017
Event Location: Park City Mountain Resort – Park City Base
Licensee: Park City Mountain
Contact Person: Samantha Browning – Senior Specialist, Brand Experience
Approved By: Special Events Coordinator X City Council of Park City
Approval Date: November 16, 2017

The Early Season Park City Mountain Resort Concert will be held on Saturday December 2nd, 2017, from 2pm – 5pm at the Eagle Statue Plaza at the Park City Base. This Level Three Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4-8-4(C) based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The Early Season Park City Mountain Resort Concert will take place on Saturday December 2nd, 2017, from 2pm – 5pm at the Eagle Statue Plaza at the Park City Base. The event organizer anticipates a crowd of 2,000 attendees.
2. Park City Mountain will utilize its surface and underground parking lots to accommodate the attendees of this concert, as well as recommending attendees utilize Park City public transit with the transit center located near the concert venue.
3. Dedicated Police Officers will be required for traffic management at the conclusion of the event. Police, fire, or other essential public employees will not be diverted from their normal duties to protect the remainder of the City from the impacts of this event.
4. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
6. There are no other approved Level Three Special Event Permits on Saturday, December 2nd, 2017.
7. This application was submitted by Samantha Browning of Park City Mountain. Park City Mountain has been working with City Staff to ensure that all conditions of the event will be met. The Applicants have demonstrated an ability and willingness to conduct the events pursuant to the terms and conditions of the Park City Municipal Code and have never failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. Building permits and inspections, along with any associated fees, are required for tents or proposed temporary structures. The Applicant has obtained approval of any other public agencies, including the Park City Fire District, Summit County Health Department and Utah Department of Alcoholic Beverage Control within whose jurisdiction the event or a portion thereof will occur. The Applicant shall provide all required permits required by federal, state and local agencies, along with any associated fees.
2. The Applicant will work with 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 and paid for by the Applicant.
3. The Applicant shall ensure that all activities abide by the laws and parameters set forth by Standards for License Approval section 4-8-5.
4. The Applicant agrees that they will promote bus, bike, walk and carpool to the event. Parking will be available at Park City Mountain, Canyons Village and the Park City School District along Kearns Blvd. The event will not require additional Park City Transit services.
5. The Applicant shall provide monitors for crowd control and safety, in addition to, any other services or facilities necessary to ensure compliance with City noise, sign or other applicable ordinance(s).
6. The applicant will work with City Staff to orient the activities so as to minimize sound impacts to the neighborhood and the applicant shall monitor the following:
 - (A) The program manager, or his/her designee, shall provide on-site management for each aspect of the event.
 - (B) The program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 65, as measured twenty-five feet (25') from source of sound. No amplified sound is permitted outside of currently zoned approvals.
7. The Applicant provides a schedule of events, and provides access to the site to official City, County or State staff for purposes of Code enforcement and security as outlined by Park City Municipal Code 4-8-11.
8. The Applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additionally insured.
9. The applicant has been provided with a Fee Estimate for services
10. The applicant is required to pay for fees, unless approved for waiver as according to section 4-8-9 of the Park City Municipal Code.

PASSED AND APPROVED this Thursday, the 16th day of November, 2017.

PARK CITY MUNICIPAL CORPORATION

City Manager, Diane Foster

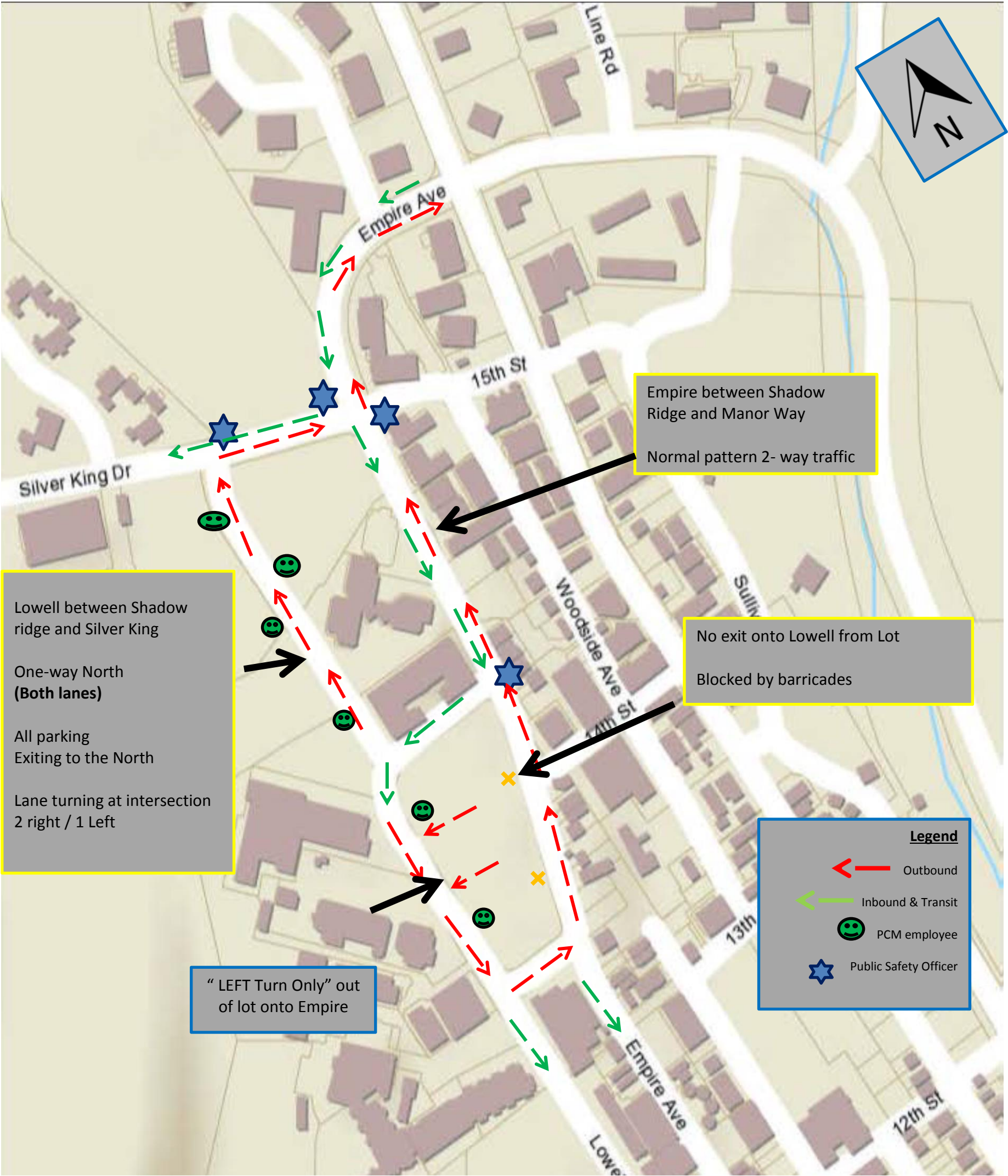
Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Traffic Mitigation Plan for Supported Park City Base Load Out
Infrastructure must be set by 4pm, Concert ends at 5pm
Public Safety to make operational calls and when to end traffic pattern change and go back to normal





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

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	Jenny Diersen jenny.diersen@parkcity.org	435.615.5188
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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:

FIRST TIME EVENT:	Yes	No	ANNUAL EVENT:	Yes	No	IF ANNUAL, HOW MANY YEARS:	
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ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR:	Yes	No
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ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR:	Yes	No
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NAME OF APPLICANT (FIRST & LAST):

TITLE / POSITION:

BUSINESS / ORGANIZATION NAME:

IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT	Yes, a copy of IRS paperwork is attached	No
--	--	----

MAILING ADDRESS OR BUSINESS / ORGANIZATION:

CITY, STATE, ZIP:



Park City Municipal Corporation

Special Event Permit Application

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445 Marsac Avenue
P.O. Box 1478
Park City, Utah 84060
specialevents@parkcity.org

PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION:										
CITY, STATE, ZIP:										
PHONE (PRIMARY):					PHONE (SECONDARY):					
EMAIL:										
BUSINESS / ORGANIZATION WEBSITE:										
SOCIAL MEDIA LINKS:										
DAY OF EVENT PRIMARY CONTACT										
ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST):										
ON-SITE DAY OF PRIMARY CONTACT CELL PHONE:										
ON-SITE DAY OF PRIMARY CONTACT EMAIL:										
PUBLIC EVENT INFORMATION										
WEB SITE FOR PUBLIC EVENT INFORMATION:										
PHONE NUMBER FOR PUBLIC EVENT INFORMATION:										
EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION:										
Overall event description is attached as a separate document, with the contingency plan and is submitted with the application.										
EVENT LEVEL DETERMINATION										
THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)										
FESTIVAL / FAIR	PARADE	SKI / SNOW BOARD	RUN	BIKE	WALK	TRAIL USE	CONCERT	CULINARY	FILMING	
ARTS & CULTURE EVENT		HOLIDAY CELEBRATION			RECREATION / SPORTING EVENT			OTHER:		
THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)										
MAIN STREET	RESORT PROPERTY	SCHOOL DISTRICT PROPERTY	PRIVATE PROPERTY	CITY PARKS	CITY FIELDS	CITY FACILITY RENTAL	RESIDENTIAL AREAS	PARK CITY LIMITS	MULTI-JURISDICTION	AMPLIFIED SOUND
THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)										
YOUTH / FAMILIES	ADULTS	LOCAL	STATE-WIDE	REGIONAL	NATIONAL	INTER NATIONAL	SPECTATORS	PARTICIPANTS	OTHER:	
THIS EVENT WILL: (Check all that apply)										
LIMIT # OF PARTICIPANTS	BE FREE FOR SPECTATORS			BE FREE FOR PARTICIPANTS		INCLUDE VENDORS OR SPONSOR		BE FREE AND OPEN TO THE PUBLIC		
LIMIT # OF SPECTATORS	CHARGE ADMISSION FOR SPECTATORS			CHARGE PARTICIPANTS		NOT INCLUDE VENDORS OR SPONSOR		BE A PRIVATE EVENT		
THIS EVENT WILL BE HELD: (Check all that apply)										
EVENT DATE(S):										
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY				
WEEKLY		MONTHLY			SERIES		ONE DAY			
NUMBER OF EVENT(S):				# OF CONSECUTIVE DAYS:				Packet Pg. 266		



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ONE DAY EVENT HOUR(S)			
EVENT HOUR(S):		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:	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):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
INCLIMATE WEATHER INFORMATION:			
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		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)			
ESTIMATED # OF PARTICIPANTS:		ESTIMATED # OF VENDORS:	
ESTIMATED # OF SPECTATORS:		ESTIMATED # OF VOLUNTEERS:	
ESTIMATED # OF STAFF:		ESTIMATED DAILY ATTENDANCE:	
ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME:		ESTIMATED TOTAL ATTENDANCE OF ENTIRE EVENT:	
☐ 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/			



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SIDEWALK & STREET USE (circle and complete all that apply)

THE EVENT WILL HAVE:

STREETS

STREET CLOSURE MAP IS ATTACHED		CLOSURE SIGN / MARKING	
ROLLING CLOSURE	PARTIAL CLOSURE	FULL CLOSURE	NO CLOSURE
NAMES OF STREETS TO BE CLOSED:		TIMES: (START / END OF CLOSURE)	
		START:	END:
		START:	END:
		START:	END:
		START:	END:

REASON FOR CLOSURE:

SIDEWALKS

SIDEWALK CLOSURE MAP IS ATTACHED		CLOSURE SIGN / MARKING	
PARTIAL CLOSURE	FULL CLOSURE	NO CLOSURE	CROWD CONTROL PLAN
ADDRESS:			
ADDRESS OF CLOSURE: (FROM / TO)		TIMES: (START / END OF CLOSURE)	
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:

REASON FOR CLOSURE:

TRAILS

TRAIL COURSE MAP IS ATTACHED	COURSE / SIGN MARKING INFORMATION IS ATTACHED
NAMES OF TRAILS TO BE USED:	

PARADE

ASSEMBLY AREA:	DISBANDING AREA:	# OF PARADE ATTENDEES:
PARADE IS:		
WALKING ONLY	VEHICLES & WALKING	VEHICLES ONLY
WILL HAVE ANIMALS		

OTHER PARADE INFO:



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CITY PARKING FACILITIES REQUEST									
GENERAL PARKING (Where will you be directing event attendees to park cars?)									
HOW MANY PARKING SPACES DOES THE EVENT NEED?					AT HIGHEST POINT?				
MAIN STREET		CHINA BRIDGE		FLAGPOLE LOT		BREW PUB LOT			
SANDRIDGE PARKING LOTS		PARK AVENUE		CITY PARK		MAWHINNEY LOT			
QUINNS LOT		RICHARDSON FLATS			OTHER:				
WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:							YES		NO
ADA PARKING AVAILABLE?:							YES		NO
THE EVENT WILL REQUIRE PARKING REMOVAL?:							YES		NO
The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department									
NAME OF AREA OR STREETS:					BETWEEN:				
TIME – START / END:				REASON (what/who):					
NAME OF AREA OR STREETS:					BETWEEN:				
TIME – START / END:				REASON (what/who):					
NAME OF AREA OR STREETS:					BETWEEN:				
TIME – START / END:				REASON (what/who):					
NAME OF AREA OR STREETS:					BETWEEN:				
TIME – START / END:				REASON (what/who):					
TRANSPORTATION									
WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?									
BUS			BIKE			WALK			
THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE. THE APPLICANT HAS PROVIDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.									
NAME OF TRANSPORTATION PROVIDER / COMPANY:									
PHONE:					EMAIL:				
THE APPLICANT IS PROVIDING 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:									
PUBLIC FACILITY USE									
CHECK ALL THAT APPLY:		MINERS HOSPITAL AT CITY PARK			PARK CITY LIBRARY MEETING ROOMS			JIM SANTY AUDITORIUM	
		SOPUTH CITY PARK			CITY PARK COVERED BBQ AREA			CITY PARK GAZEBO / STAND	
		CITY PARK SOFTBALLFIELD			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:	



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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 BADGES	TEMPORARY LIGHTING
TENTS 10X10 OR UNDER		HOW MANY:		
TRAILER		HOW MANY:		
STRUCTURES OVER 6 FEET TALL		PURPOSE:		HOW MANY:
DOES EVENT HAVE ELECTRICAL NEEDS?:	☐	YES	☐	NO
DOES EVENT REQUIRE USE OF GENERATORS		☐	YES	☐
DOES EVENT REQUIRE USE OF GENERATORS		☐	YES	☐
WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?:		☐	YES	☐
WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS OR GASSES?:		☐	YES	☐
NAME SUCH MATERIALS:				

WASTE MANAGEMENT AND RECYCLING

THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.						
THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.						
THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.						
THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.						
THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:						
PLASTIC	PAPER	ALUMINUM	GLASS	CARDBOARD	COMPOST	OTHER
THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES (List areas of city restroom facilities below:						
THE EVENT WILL BRING ITS OWN RESTROOMS AND SANATARY STATIONS. (May be required by Summit County Health Department or Park City Building Department)						
WILL ANIMALS BE AT THE EVENT?:	☐	YES	☐	NO	IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS	
TYPES OF ANIMALS:						
I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN						
WILL DOGS BE ALLOWED AT THE EVENT?:	☐	YES	☐	NO	☐	LEASHED
☐						
WASTE MANAGEMENT PLAN HAS BEEN DESCRIBED IN THE CONTINGENCY PLAN ATTACHED TO THIS APPLICATION.						

FOOD & MERCHANDISE SALES

I UNDERSTAND THAT ALL VENDORS MUST OBTAIN A PARK CITY BUSINESS LICENSE. ALL VENDORS SERVING FOOD OR DRINKS MAY BE REQUIRED TO OBTAIN A FOOD SERVICE OR FOOD HANDLERS PERMIT FROM SUMMIT COUNTY.

WILL THERE BE SALE OF MERCHANDISE?:	☐	YES	☐	NO
WILL THERE BE COMPLIMENTARY FOOD?:	☐	YES	☐	NO
WILL THERE BE SALE OF FOOD?:	☐	YES	☐	NO
WILL THERE BE ALCOHOL FOR SALE?:	☐	YES	☐	NO
BEER	WINE	LIQUOR		

I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR



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

I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (UDABC) MAY REQUIRE OTHER PERMITS.				
WILL FOOD ITEMS BE PRE-PACKAGED?:			YES	NO
WILL FOOD ITEMS BE COOKED ON SITE?:			YES	NO
I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.				
WILL FOOD ITEMS BE PREPARED OFFSITE?:			YES	NO
DESCRIBE ITEMS:				
TEMPORARY SIGNS				
WILL THERE BE TEMPORARY SIGNS AT THE EVENT?:			YES	NO
I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.				
SAFETY - SECURITY				
THE EMERGENCY AND SECURITY PLAN HAS BEEN ATTACHED IN THE OPERATIONS PLAN, INCLUDING CROWD CONTROL, ACCESS, FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS.				
THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL.				
THE EVENT WILL NOT REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL.				
COMMUNICATION NEEDS				
WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?:			YES	NO
INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.				
MARKETING OF EVENT				
PROPER MARKING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com				
I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.				
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?:				
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 ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER AND MAGAZINES:				
MEDIA (RADIO/TV):				
NEWSPAPER:				
MAGAZINES:				
OTHER:				
PLEASE SELECT RANGE OF MARKETING BUDGET:				
\$100 OR UNDER	\$100 - \$500	\$500 - \$1,000	\$1,000 - \$2,500	ABOVE \$2,500



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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):

Signature:

Date: