



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
August 4, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Tuesday, August 4, 2020.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 18-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4) is attached as Exhibit A. Council members will connect electronically. Public comments will be accepted virtually as described below.

To comment virtually, use eComment or raise your hand on Zoom. eComments submitted before the meeting date will be attached to the packet as appendices. eComments submitted on Council meeting days will be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

Exhibit A: Determination of Substantial Health and Safety Risk

On July 1, 2020, the Mayor determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:

- The percent of positive COVID-19 cases in Utah has been on the rise since May 27, 2020.
- Positive cases from testing have increased from 4.96% to 9.23% during the month of June, and COVID-19 patients in Utah hospitals have increased during the same time period.
- As of June 25, 2020 there have been 158 deaths in Utah due to COVID-19.
- Summit County has the third highest case rate of COVID-19 in the state.

This determination is valid for 30 days, and is set to expire on July 31, 2020.

CLOSED SESSION - 4:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:10 p.m. - Discuss Encroachments in Rights-of-Way and Private Driveways in Platted, Un-Built Rights-of-Way

[Encroachments in the Rights-of-Way Staff Report](#)

[Exhibit A: Platted, Unbuilt Rights-of-Way in Fairway Hills](#)

[Exhibit B: Platted, Unbuilt Rights-of-Way in Morning Star Estates](#)

[Exhibit C: Platted, Unbuilt Rights-of-Way in Thaynes Canyon](#)

[Exhibit D: Platted, Unbuilt Rights-of-Way in Old Town](#)

[Exhibit E: 1994 Land Management Code Chapter 7.1](#)
[Exhibit F: 1994 Land Management Code Chapter 7.14](#)
[Exhibit G: 1998 City Engineer Memo](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration to Appoint the following to the Public Art Advisory Board: David Nicholas to a Second Term Expiring June 30, 2023; Jennifer Gardner and Samantha Osselaer to their first full term expiring June 30, 2023, Lara Carlton and Pamela Bingham to a First Term Expiring June 30, 2023; and Hilary Gilson to Fulfill a Vacant Term Expiring June 30, 2022
(A) Public Input (B) Action
[PAAB Appointment 2020 Staff Report](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Vibrant Commercial Storefront Code 4-2-15: COVID-19 Impacts on 2020 Second Quarter
[Vibrancy Code with COVID-19 Impacts - Second Quarter Staff Report](#)
2. Artwork in Memory of Rich Martinez & Mining Legacy
[Rich Martinez Public Art Donation Staff Report](#)
3. Rent Abatement for Certain City Owned Facilities - August 2020
[Rent Abatement for Certain City Facilities Staff Report](#)
4. May 2020 Sales Tax Update - General Fund
[Sales Tax Staff Report](#)
[Exhibit A: Sales Tax Data](#)

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from July 29, 2020
[July 29, 2020 Minutes](#)

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Amendment No. 8 to the Agreement, in a Form Approved by the City Attorney, with Alder Construction Company for 3Kings Water Treatment Plant (3KWTP) Construction Guaranteed Maximum Price Construction Services for an Amount Not to Exceed \$4,855,000.00

VII. OLD BUSINESS

1. Consideration to Approve Ordinance 2020-39, an Ordinance Approving a New Zoning District to be known as Park City Land Management Code Chapter 15-2.26, Urban Park District, and a Zoning Map Amendment to Rezone Rotary Park, Creekside Park, Prospector Park, City Park, and the North Municipal Golf Course from Recreation and Open Space to Urban Park District Zoning
(A) Public Hearing (B) Action
[Urban Park Zoning District LMC Amendment and Rezone Staff Report](#)
[Exhibit A: Urban Park District Ordinance](#)

2. Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement between Park City Municipal Corporation and Lake|Flato Architects for Additional Architecture and Engineering Design Services, Not to Exceed \$633,000.00, for a Cumulative Contract Amount of \$1,878,000, plus up to \$30,000 in Reimbursable Expenses
(A) Public Input (B) Action
[Lake Flato Second Addendum Staff Report](#)
[Exhibit A: Arts and Culture Design Services RFP 11-2017](#)
[Exhibit B: Lake/Flato Proposal - 12-2-2017](#)
[Exhibit C: Lake/Flato Original Agreement 6-15-2018](#)
[Exhibit D: Staff Report for First Addendum Approval to Lake/Flato Agreement](#)
[Exhibit E: Lake/Flato Agreement First Addendum - 1-29-2020](#)
[Exhibit F: Lake/Flato Agreement Proposed Second Addendum](#)
[Exhibit G: Proposed Additional Scope for Second Addendum](#)

3. Consideration to Approve Amendments to the Shop, Dine and Stroll – Main Street Car-Free Special Event Permit, which includes Extending the Event through October 25, 2020 and adding Saturday, August 1, September 5, and October 3, and Special Event Fee Reduction up to \$120,000 in a Form Approved by the City Attorney
(A) Public Input (B) Action
[PC Shop Dine and Stroll Update and Approval Staff Report](#)

VIII. NEW BUSINESS

1. Consideration to Approve One-Time Changes to the 2021 Sundance Film Festival in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Sundance Film Festival 2021 Changes Staff Report](#)

2. Consideration to Approve Ordinance 2020-40, an Ordinance Enacting Park City Municipal Code Section 9-3-5, Electric Vehicle Charging Stalls
(A) Public Hearing (B) Action
[Electric Vehicle Charging Station Code Amendment Staff Report](#)

IX. ADJOURNMENT

X. PARK CITY HOUSING AUTHORITY MEETING

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

I. ROLL CALL

III. NEW BUSINESS

1. Consideration to Approve the Third Amendment to Kings Crown Housing Mitigation Plan
(A) Public Input (B) Action
[Kings Crown Third Amended Housing Mitigation Plan Staff Report](#)
[Exhibit A: Kings Crown Proposed Housing Mitigation Plan Amendment](#)
[Exhibit B: Draft Kings Crown Housing Mitigation Plan Third Amendment](#)

IV. ADJOURNMENT

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

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

City Council Staff Report



Subject: Encroachments onto Rights-of-Way
Authors: John Robertson, City Engineer
Corey Legge, Public Improvements Engineer
Rebecca Ward, Land Use Policy Analyst
Liz Jackson, Planner
Departments: Engineering and Planning
Date: August 4, 2020
Type of Item: Work Session

Executive Summary

On December 5, 2019, City Council asked staff to complete an inventory of existing encroachments and to prepare information for a work session ([Minutes](#), p. 13).

Staff is preparing a Resolution for the Council's consideration at a later date regarding encroachments onto City property, including public parks and Open Space.

This work session is specific to encroachments in the Rights-of-Way. Staff compiled information on types of encroachments, the current approval for each encroachment, and a potential system for charging annual fees for certain encroachments. In addition to encroachments into the City Rights-of-Way, there are encroachments into the City's platted, but un-built, Rights-of-Way. The Engineering Department created maps to show the location of platted, un-built Rights-of-Way in Fairway Hills (Exhibit A), Morning Star Estates (Exhibit B), Thaynes Canyon (Exhibit C), and Old Town (Exhibit D).

Also, staff has included a proposed code to replace Land Management Code § 15-3-5, which required a Conditional Use Permit for private driveways in the platted, un-built Rights-of-Way and was repealed by the Council on February 6, 2020 ([Staff Report](#); [Minutes](#), p. 5).

Background

After reviewing applications for properties with encroachments in the Right-of-Way, the Planning Commission recommended that the City Council consider reviewing the City's overall encroachment policy. The Commission was concerned that some encroachment agreements may not have been—and may not currently be—issued with consideration of community impacts and that retroactive encroachment agreements for structures built in the Right-of-Way may promote encroachments without repercussion.

The Planning Commission requested that the Council hold a work session to determine whether the current encroachment approval process is sufficient or whether the Council would like to have more input. The Planning Commission recommends that as the Council re-evaluates the City's encroachment policy:

- (1) that Council act as the determining body for certain encroachment agreements;

- (2) that Council retain the Commission’s position as an advisory body on private driveways in the platted, un-built Right-of-Way;
- (3) that Council retain the public notice process for certain encroachments; and
- (4) that the Council’s policy be clearly outlined in a Resolution or a Land Management Code amendment to provide clarity for the public, future staff, Commissioners, and Council members.

Analysis

City Council has jurisdiction and control over the City’s Rights-of-Way for public use.¹

TYPES OF ENCROACHMENTS & APPROVAL PROCESSES

Currently, most encroachment agreements are approved at a staff level.

Encroachments include (a) encroachments onto public property; (b) heated driveways that connect to the Right-of-Way; (c) landscaping and retaining walls; (d) parking spaces that encroach into the Right-of-Way; (e) signs; (f) temporary outdoor dining decks on the Main Street Right-of-Way; and (g) private driveways in the platted, un-built Rights-of-Way.

Outlined below are the different types of encroachments and the current approval process:

(A) ENCROACHMENTS ONTO PUBLIC PROPERTY

This report is limited to encroachments in the Rights-of-Way and excludes Structures that are a Landmark or Significant Historic Structure on the City’s Historic Sites Inventory. However, there are a number of encroachments onto City-owned property. These encroachments will be addressed in a subsequent report.

(B) HEATED DRIVEWAYS

The majority of encroachment agreements the Engineering Department issues are for snowmelt systems for private driveways that connect to the Right-of-Way. Beginning in 2007, the Engineering Department required encroachment agreements to be recorded with Summit County. Since that time, the Engineering Department has approved three hundred and fifty-five (355) encroachment agreements for snowmelt systems citywide. The City Engineer requires these encroachment agreements in order to accommodate residents’ desire for heated driveways while maintaining the City’s ability to make improvements within the full width of the Right-of-Way or to perform utility work.

Heated driveway encroachment agreements are approved administratively by the Engineering Department, generally during the building permit process. The encroachment agreement must include an attached exhibit showing the location of the improvements and a notarized signature from the owner prior to recording with Summit County.

¹ Utah Code [§ 10-8-8](#); [§ 72-3-104\(3\)](#).

Applications for snowmelt systems are generally unambiguous and the impact to the Right-of-Way is minimal. Due to the high number of applications staff receives for snowmelt systems and the minimal impact snowmelt systems have on the public use of the Right-of-Way, staff recommends that the Engineering Department retain administrative authority to issue these encroachment agreements.

(C) LANDSCAPING & RETAINING WALLS

For historic structures, the City has entered into four (4) encroachment agreements for landscaping and five (5) encroachment agreements for retaining walls. For non-historic structures, the City has entered into twenty-eight (28) encroachment agreements for landscaping and eighty-five (85) encroachment agreements for retaining walls. The City Engineer approves landscaping and retaining wall encroachment agreements administratively during the final building permit review.

The City Engineer recommends that Council adopt a policy, possibly outlined in a Resolution:

- (a) Prohibiting new landscaping and retaining walls within platted, un-built Rights-of-Way;
- (b) Requiring an encroachment agreement for new landscaping in the Right-of-Way to put property owners on notice that at some point the landscaping may be disturbed at their expense for Right-of-Way improvements;
- (c) Prohibiting new retaining walls and planters that front a street from encroaching onto the Right-of-Way; and
- (d) Requiring Council approval for encroachment agreements for landscaping and retaining walls that are associated with a Historic Structure.

(D) PARKING

In the 1990s, the Land Management Code authorized the City Engineer to allow encroachments for partial parking stalls in the Rights-of-Way in the Historic Residential and Historic Residential Development Low-Density Zoning Districts. (See Land Management Code § 7.1.4(e) (Exhibit E) and § 7.14.5 (Exhibit F)).

In 2000, the City completed major amendments to the Land Management Code. On March 2, 2000, the City Council adopted [Ordinance No. 00-15](#) (p. 248), which repealed Land Management Code § 7.1 and § 7.14 and replaced these sections with Land Management Code § 15-2.1 and § 15-2.2. The section granting City Engineer authority to allow a portion of parking stalls to be placed in the Right-of-Way did not carry over with this change.

There are no recorded encroachment agreements for parking stalls in the Rights-of-Way. Parking stalls that encroach into the Rights-of-Way in the Historic Residential and Historic Residential Development Low-Density Zoning Districts may have been constructed and approved when the LMC provided the City Engineer discretion for these encroachments from 1992-2000.

There is currently no code that allows parking stalls to be constructed partially in the Right-of-Way. Any future parking stall encroachment into the Right-of-Way would require City Council approval.

(E) SIGNS

The City Engineer has discretion to approve encroachment agreements for signs that encroach onto the Rights-of-Way and City Property. The City Attorney must review and approve the agreement.² To date, the City Engineer has approved sixteen (16) sign encroachment agreements. Staff recommends that sign encroachment approval be retained by the City Engineer.

(F) TEMPORARY OUTDOOR DINING DECKS ON THE MAIN STREET RIGHT-OF-WAY

Since 2010, the Planning Department has issued Administrative Conditional Use Permits for outdoor dining decks on the Main Street Right-of-Way, which operate May through October. Along with the Administrative Conditional Use Permits, the City Council annually approves an Outdoor Dining Lease for these decks, which requires that the lessee pay rent to the City for the use of the Right-of-Way. The lease provides the terms of the temporary encroachment in lieu of an encroachment agreement.

In the past, the rent for these decks has been based on 30% of the total parking revenue the City could receive under the Main Street Special Use of Public Parking fee, established in the [Fee Schedule](#) (30% of the total potential parking revenue per parking space for the Street Dining on Main totals \$2,160 per parking space).

In 2019, the City issued seven leases for Main Street dining decks, generating a total of \$19,179, which was allocated to the Parking Fund ([Staff Report](#); [Minutes](#) p. 10). In 2020, the Council waived these fees due to the pandemic's impact on local businesses ([Staff Report](#); [Minutes](#), p. 6-7).

(G) PRIVATE DRIVEWAYS IN THE PLATTED, UN-BUILT RIGHTS-OF-WAY

In 1998, the City Engineer wrote an internal memorandum for planning staff that outlined several requests to use the City Rights-of-Way to access private residences (Exhibit G). The City Engineer recommended that such requests go through a Conditional Use Permit process in addition to obtaining an encroachment permit. The Engineer outlined eleven criteria recommended for consideration before allowing private driveway access to a private residence over a platted, un-built Right-of-Way.

On March 30, 2000, Council passed [Ordinance No. 00-25](#) (p. 202), enacting Land Management Code § 15-3-5, *Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets*. Section 15-3-5 included eight of the 11 criteria proposed by the City

² Municipal Code of Park City (MCPC) [§ 12-4-6](#); [§ 12-9-1\(H\)\(4\)](#).

Engineer. After 2000, the only remaining code about encroachments into the public Rights-of-Way was Land Management Code § 15-3-5.

The Conditional Use Permit was problematic because Applicants could go through a long process with many site plan iterations before the proposed driveway in the Right-of-Way was considered by the Planning Commission. Under state law, the Commission was required to approve the Conditional Use Permit if an Applicant met the specified code criteria and mitigated the reasonably anticipated detrimental effects of the proposed driveway.

Then, the proposal had to be brought before the Council for an encroachment agreement. The Council could deny an encroachment agreement for the driveway, even after the Planning Commission approved a Conditional Use Permit for the driveway.

On February 6, 2020, City Council repealed Land Management Code § 15-3-5. Staff proposes a replacement code below that eliminates the Conditional Use Permit requirement and outlines a process that includes City Engineer review, Planning Commission recommendation, public notice, and final determination by the City Council.

Proposed Land Management Code § 15-3-5

There may be instances where—especially in the Historic Districts—the Rights-of-Way were not built in the platted Right-of-Way. This can lead to issues when property owners apply to develop their property, but do not have the required access to the Right-of-Way. In some circumstances, a private driveway within the platted, un-built city street may be required to best protect the existing Right-of-Way, while allowing a property owner to access their lot.

Staff recommends replacement code for LMC § 15-3-5, *Driveway Standards For Private Driveways Within Platted, Un-Built City Streets*, that (1) first considers vacation of the Right-of-Way; (2) establishes City Engineer recommendation to the Commission and Council; (3) retains public notice and a public process; (4) retains Planning Commission recommendation to Council; and (5) places final encroachment discretion with City Council.

The proposed LMC § 15-3-5 replacement code is below, which has not yet been reviewed by the Planning Commission:

15-3-5 Driveway Standards For Private Driveways Within Platted, Unbuilt City Rights-of-Way

A. A Property Owner may petition the City Council for an encroachment agreement to construct a private driveway within a platted, un-built Right-of-Way that abuts the Property Owner's Property. The Property Owner shall first consider vacation of the Right-of-Way pursuant to Resolution No. 8-98. If vacation of the Right-of-Way is not feasible or appropriate, the City Engineer and the Planning Commission shall review the proposed private driveway within the platted,

un-built Right-of-Way and provide a recommendation to the City Council.

B. The City Engineer shall consider the following when making a recommendation to the Planning Commission and City Council on a proposed private driveway within a platted, un-built Right-of-Way:

1. The existing and future use of the Right-of-Way;
2. The Right-of-Way status in the Streets Master Plan;
3. Existing and proposed utilities, walkways, and stairs within the Right-of-Way;
4. Driveway Slope, which may not exceed ten percent (10%);
5. Adequate snow storage Area;
6. Adequate pavement;
7. Replacement Parking. If the platted, un-built Right-of-Way has been improved to provide public Parking, then, in addition to required Off-Street Parking for the Property, the Applicant shall replace the public Parking with new public Parking of equal or better convenience and construction;
8. Private utilities, including snowmelt devices, and interference with existing or proposed public utilities;
9. Impact of the proposed driveway on future public improvements and public use of the Right-of-Way.

C. The Planning Commission shall consider the following in a public hearing when making a recommendation to the City Council on a proposed private driveway within a platted, un-built City Right-of-Way:

1. The recommendation of the City Engineer;
2. Compatibility of the private driveway in size and location with the size and location of the driveways of the adjacent Properties;
3. Compatibility of the physical design of the private driveway and any appurtenant retaining walls or

landscaping in mass, scale, style, design, and architectural detailing of the adjacent Properties;

4. Mitigation of the impact of the private driveway on public access and use of the Right-of-Way through fencing, Screening, and landscaping to separate the private driveway from adjoining Uses;

5. Compliance with the Land Management Code;

6. Compliance with the General Plan.

D. The City Council shall consider the City Engineer and Planning Commission recommendation and the following in a public hearing for a private driveway in a platted, un-built Right-of-Way encroachment agreement, which may be issued in the sole discretion of the City Council:

1. The proposal results in a design which improves upon existing alternatives to otherwise meet the intent of the Zoning District, applicable Historic District regulations, if any, and the General Plan;

2. Preserves intended uses of the Right-of-Way for the neighborhood and public;

3. Whether compensation to the City for the loss of the Right-of-Way based on the market value of the square footage is appropriate;

4. An encroachment agreement, in a form approved by the City Attorney, protects the City's interest in future public improvements, public utilities, and public use of the Right-of-Way.

E. If the City Council approves an encroachment for a private driveway within a platted, un-built Right-of-Way, the City Council may adopt a resolution approving the proposal and may limit such approval to a specific site plan and conditions of approval.

F. Public notice for a proposed private driveway in the platted, un-built Right-of-Way shall be the same as the public notice required for a plat amendment vacating or changing a Public Street, Right-of-Way, or Easement.

Potential Fees for Encroachments

Salt Lake City charges annual fees for encroachments into the Rights-of-Way. One staff member in the Department of Community & Neighborhoods manages the tracking, invoicing, and fee collection each year. If, after three months, payment is not submitted for the encroachment, the staff member forwards the outstanding balance to the City's collection department.

The annual encroachment fee is based on the land value set by the county assessor. Salt Lake City collects a minimum of \$350 per year per encroachment (starting at \$18.00 per square foot of encroachment), although the City makes fee exceptions for encroachments that provide a public good, like an ADA ramp, a planter box, or a bench. Salt Lake City then deposits these payments into the City's general fund.

If so directed by Council, staff could look into a process for the City to collect encroachment fees for certain encroachments.

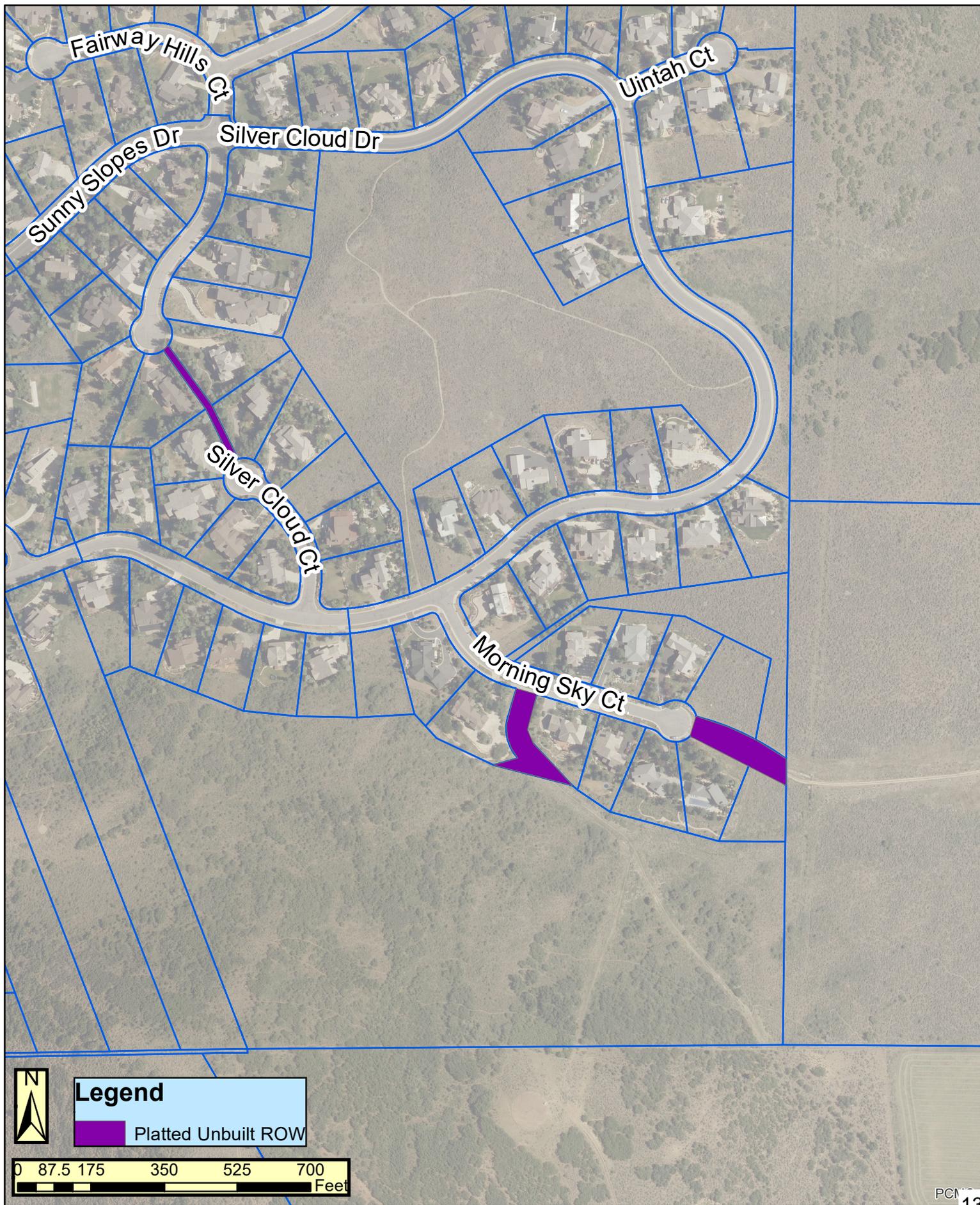
Recommendation

- Staff requests the Council provide direction on any changes the Council would like to make to the current encroachment approval processes.
- Staff requests direction from Council on the proposed replacement code for private driveways in the platted, un-built Right-of-Way.

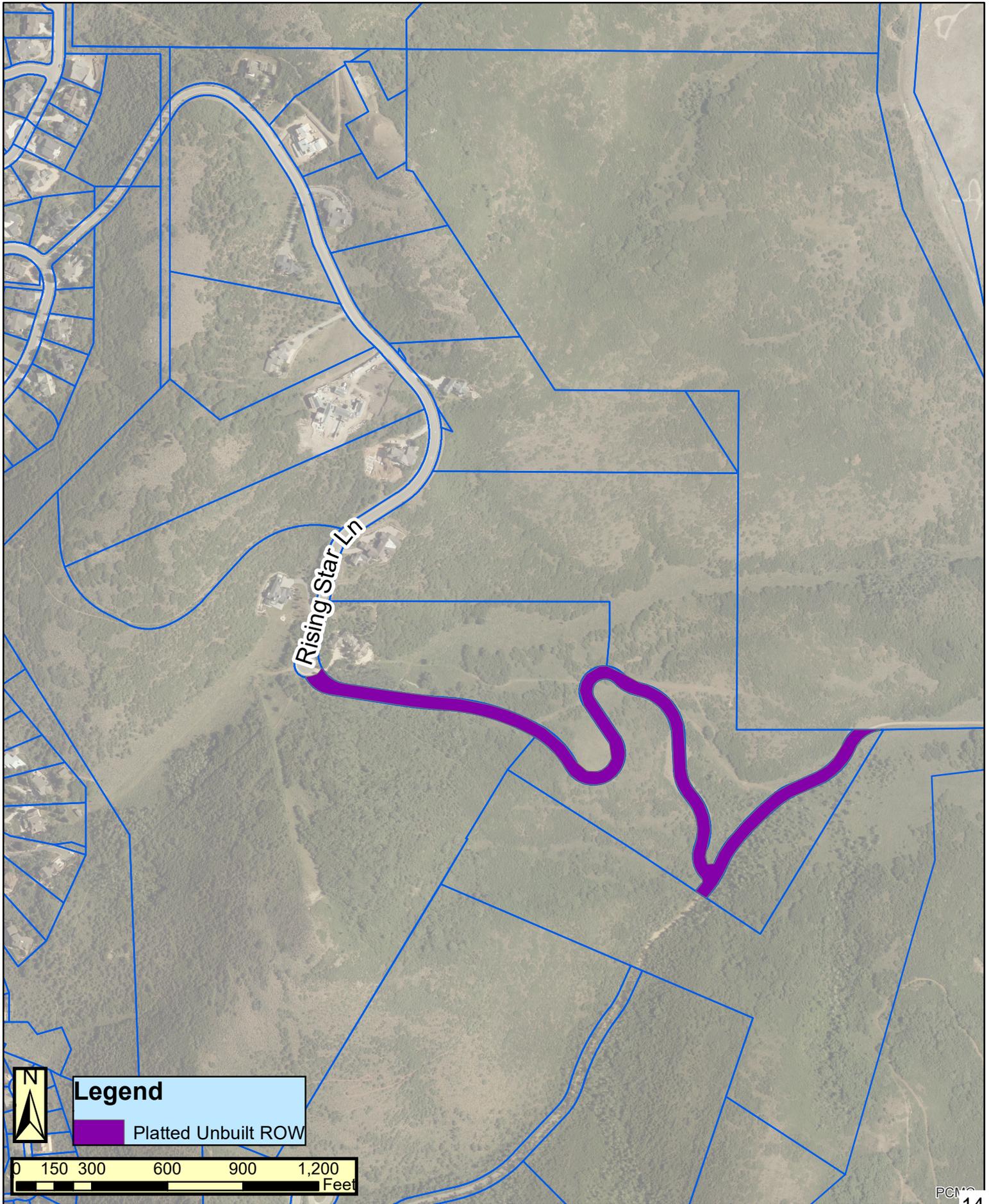
Exhibits

Exhibit A: Fairway Hills Platted, Un-Built Rights-of-Way
Exhibit B: Morning Star Estates Platted, Un-Built Rights-of-Way
Exhibit C: Thaynes Canyon Platted, Un-Built Rights-of-Way
Exhibit D: Old Town Platted, Un-Built Rights-of-Way
Exhibit E: 1992 Land Management Code § 7.1.4(e)
Exhibit F: 1992 Land Management Code § 7.14.5
Exhibit G: 1998 City Engineer Memo

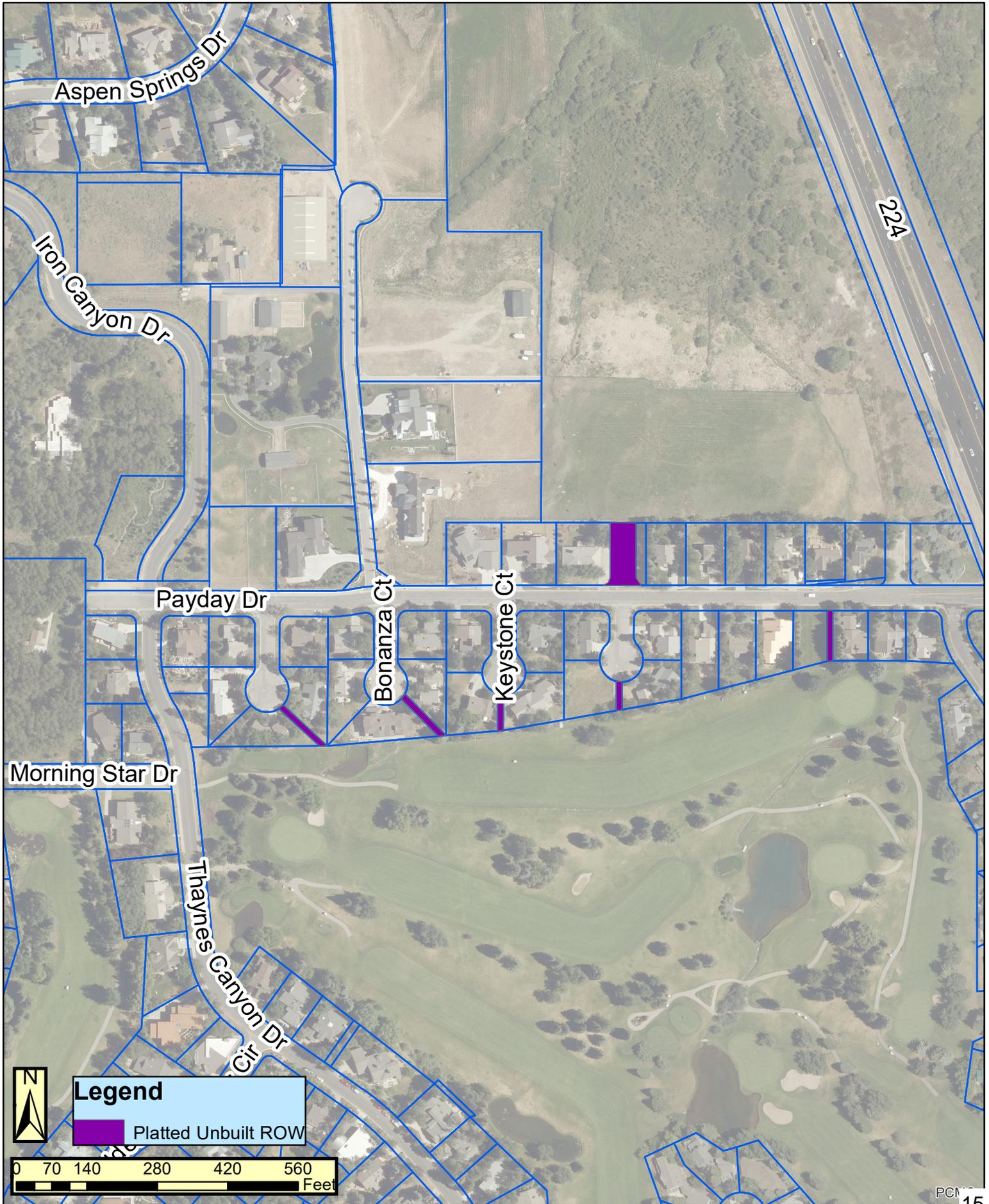
Fairway Hills Unbuilt Public Right-of-Way



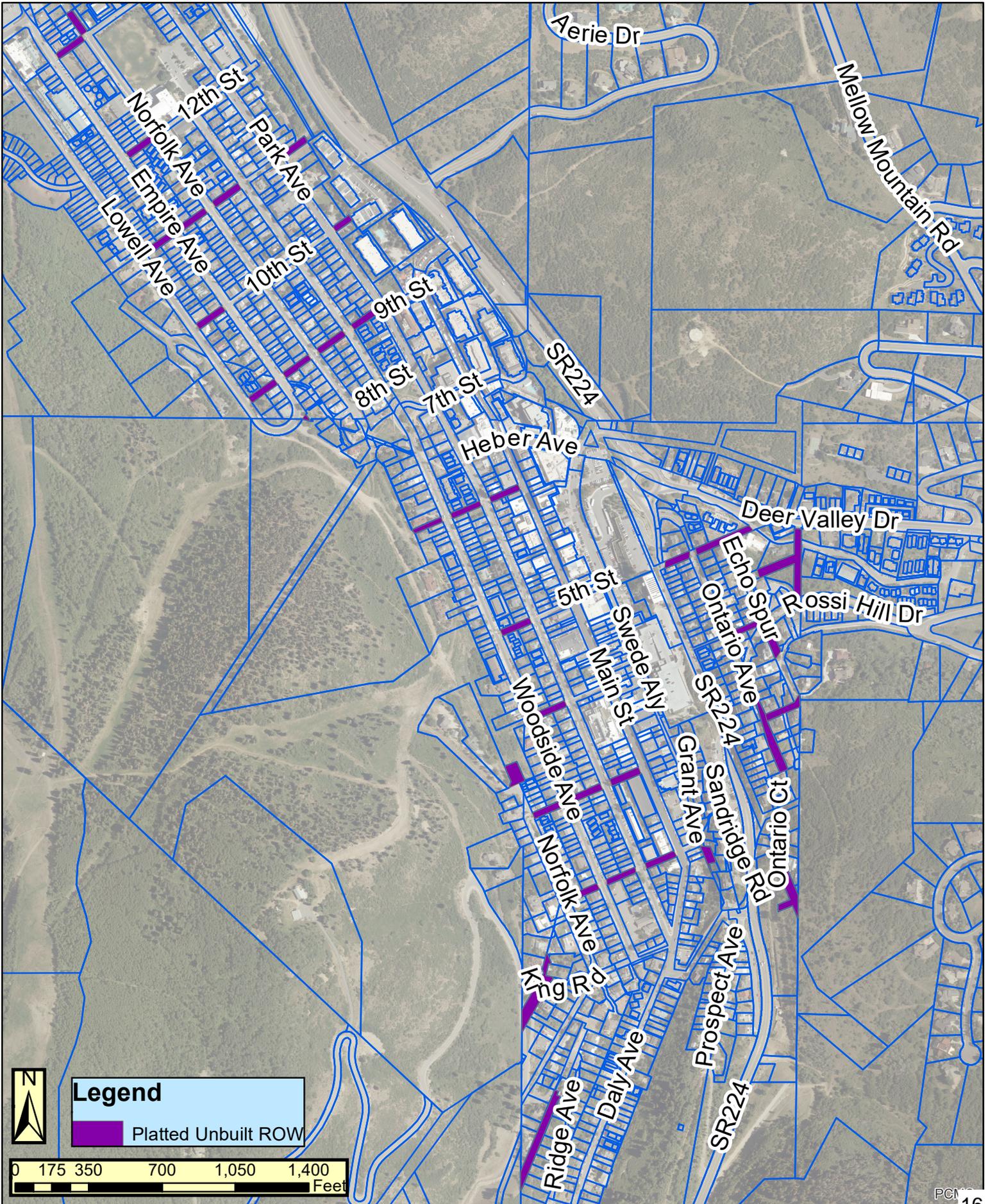
Morning Star Estates Unbuilt Public Right-of-Way



Thaynes Unbuilt Public Right-of-Way



Old Town Platted Unbuilt Public Right-of-Way



PARK CITY MUNICIPAL CORPORATION
LAND MANAGEMENT CODE



PASSED AND ADOPTED DECEMBER 22, 1983
EFFECTIVE JANUARY 1, 1984

THIRTY-FIFTH EDITION
REVISED AS OF OCTOBER 20, 1994

CHAPTER 7. DISTRICTS AND REGULATIONS

7.1. HISTORIC RESIDENTIAL (HR-1) DISTRICT

7.1.1. PURPOSE. The purpose of the Historic Residential HR-1 District is to allow the preservation of the present land uses and the character of the historic residential areas of Park City, and to encourage the preservation of historic structures and the construction of new structures that preserve and contribute to the character of the district, and to encourage densities of development that will preserve the desirable residential environment, and also densities which are consistent with the inherent constraints on development within the narrow canyon areas and on areas that may have steep or substandard street systems.

7.1.2. PERMITTED USES. In the HR-1 district, no building or structure shall be erected which is arranged, designed, or intended to be used, or which is used for any purpose other than those purposes designated on the Use Table as being permitted uses (designated by the letter "A") or conditional uses (designated by the letter "C"). All other land uses are prohibited.

7.1.3. LOT SIZE AND COVERAGE REGULATIONS.

(a) Lot Size. The minimum lot area shall be 1,875 square feet for a single family residence; 3,750 square feet for a duplex, and 5,625 square feet for a triplex. The minimum width of a lot shall be 25 feet, measured 15 feet back from the front lot line. The Historic District Commission advises that all resubdivisions of lots within the HR-1 zone comply with a standard lot size of approximately 25 x 75 feet. Because combinations of lots are permitted for larger structures, development potential of resubdivided parcels is not affected. However, smaller lots do allow the potential for the development of smaller single family structures, while resubdivisions into larger lots promotes the construction of larger houses, duplexes, and triplexes.

(b) Floor Area Ratio. The floor area of all new structures constructed within the HR-1 District shall be limited by the Floor Area Ratio (FAR) which shall be the Floor Area as defined in Chapter 2, divided by the total area of the lot or parcel. For lots up to 1875 square feet, the maximum FAR shall be .9. For parcels of 1876 square feet or larger, the floor area ratio is equivalent to the maximum floor area for the first 1875 square feet (1687 square feet), plus 30% of additional lot square footage. The maximum square footage is calculated by the following formula:

$$\text{MAXIMUM FLOOR AREA} = 1687 + (.30 \times (\text{Parcel Size} - 1875))$$

In calculating the FAR for a single family structure, 400

square feet may be added to the total floor area for a two car garage after calculating the FAR. For duplexes, triplexes and multi-unit structures, the garage addition shall be 400 square feet for each residential unit.

In an effort to further maintain Park City's Historic District, this Floor Area Ratio requirement shall not apply to renovations, additions, or expansions to historic structures (structures at least 50 years old, as approved by the Historic District Commission).

- (c) Side Yard. The minimum side yard for a single family structure shall be three feet. The minimum side yard for any structure of two units or more shall be five feet.

For structures on lots from 25 to 50 feet in total width, the sum of the side yard setbacks must total ten feet. For structures on parcels from 51 to 75 feet in total width, the total side setbacks must be 15 feet with a minimum of five feet on one side. For structures on parcels of greater than 76 feet total width, the side setbacks must be ten feet each.

1. A side yard shall not be required between structures designed with a common wall on a lot line. The longest dimension of buildings thus joined shall not exceed 50 feet.
2. For side yards of less than five feet, the special side yard exceptions as provided in Section 8.14 shall not apply, except for projections of less than four inches as specified in Section 8.14(a) and for allowance for a driveway as specified in Section 8.14(h).
3. On corner lots, any yard which faces on a street for both main and accessory buildings shall not be less than 10 feet.

- (d) Rear Yard. The minimum depth of the rear yard for all main buildings shall be based upon the size of the parcel. On parcels 100 feet deep or less and 75 feet wide or less, the rear setback must be ten feet. On parcels between 75 feet and 100 feet deep and of greater than 75 feet width, the front and rear setbacks must total 25 feet with a minimum of ten feet. On parcels deeper than 100 feet, the front and rear setbacks must total 30 feet, with a minimum of ten feet.

Accessory buildings shall have a minimum rear setback of one foot from the rear property line. On corner lots which rear upon the side yard of an adjacent lot, accessory buildings shall be located no closer than five feet to the rear property line.

- (e) Front Yard. The minimum depth of the front yard for all main buildings and accessory buildings, including garages, shall be based on the size of the parcel. On parcels 100 feet deep or less and 75 feet wide or less, the front setback must be ten feet. On parcels between 75 feet and 100 feet deep and of greater than 75 feet width, the front and rear setback must total 25 feet with a minimum of ten feet. On parcels deeper than 100 feet, the front and rear setbacks must total 30 feet, with a minimum of ten feet. Open parking spaces may be permitted in the front yard area, but not within the minimum side yard area. "Open parking spaces" does not include carports.

7.1.4. SPECIAL PARKING REGULATIONS.

- (a) Tandem parking is permitted for single family and duplex dwellings in the Historic District.
- (b) To encourage the location of parking in the rear, common driveways may be permitted along shared side yard property lines where those drives provide access to parking in the rear of the main building. Restrictions on the deeds to both properties must provide for the preservation of such a shared drive.
- (c) Common parking facilities may be permitted, upon approval of the Planning Department, where such a grouping may facilitate the development of individual buildings that more closely conform to the scale of historic structures in the district as defined in the design guidelines. Parking structures may be permitted, provided that the structure maintains all yard setbacks above grade, but may occupy below grade side yard areas between participating developments.
- (d) In order to minimize the amount of hard-surfaced paving in front yards, the following limits on the widths of paved areas for driveways and exposed parking that are visible from the street shall apply:
 - 1. For a single family dwelling on a 25 foot wide lot, the total area of hard surface for drive and parking shall not exceed 12 feet in width. The balance of any parking area or drive area shall be made of porous paving material. Drives shared with adjoining properties shall not exceed 35 feet in total width, regardless of placement on the lots involved.
 - 2. For all other buildings, the total drive area shall not exceed 27 feet in width for hard surfaced drive and parking area, with additional parking and drive area provided with porous paving material. This hard surfaced width may be divided into separate drives, or in a single

drive.

3. Garage door openings on single family structures on 25 foot lots shall not exceed 10 feet in width. On single lots that are more than 25 feet, but less than 37.5 feet in frontage width, the garage door openings shall not exceed 16 feet in width. Duplex structures on 50 foot or wider lots may have one garage door opening (or combination of openings) totaling 18 feet in width for each unit of the duplex, or a total of 36 feet in width for the structure. Triplex structures, which are required to have a common underground parking area, shall have only one garage door opening, which shall not exceed 18 feet. Where garage door openings appear on a facade that does not face a street, so the garage is accessed from a common drive between adjoining properties, the Community Development Department may waive the maximum door width if necessary to make the common drive arrangement function.

- (e) It is the City's policy to consider allowing a portion of the length of a code required parking stall to be placed within the City right of way, subject to the City Engineer's approval. The City Engineer shall consider the likelihood of future roadway changes, utilities, and any other health/safety considerations which may render parking in the right of way unacceptable.

7.1.5. BUILDING HEIGHT.

- (a) Structures shall be erected to a height no greater than 28 feet, as defined in Section 8.17. No volume or area above this 28 foot height may be used for facade variation open space.
- (b) Downhill facades may not exceed 28 feet from natural or final grade (whichever is more restrictive) to the peak of the roof. The design of the structure must incorporate a significant facade shift after the 28 foot limit to break up the mass of the structure as viewed from public rights-of-way or properties below. The length of the facade shift should be in proportion to the building mass and may be roughly equal to the difference between natural and final grade at the base of the downhill facade. However, in order to avoid dictating design, no absolute standard for the size of the shift is specified. Rather, the Historic District Commission shall review the facade shift during normal design review and may approve lesser or require greater shifts based upon neighborhood compatibility, visibility from public rights-of-way, and other design considerations.

7.1.6. SPECIAL REQUIREMENTS FOR CONDITIONAL USES. The

following impacts shall be considered in reviewing conditional uses:

- (a) Scale of the building in relation to historic structures in the district.
- (b) The need for increased yard areas and the resulting impact on the established set backs in the block.
- (c) The impact of noise or nearby residences.
- (d) The impact of traffic and on-street parking in the block.

7.1.7. CRITERIA FOR BED AND BREAKFAST INNS. Bed and Breakfast Inns may be approved as conditional uses by the Planning Commission. In making a determination whether a Bed and Breakfast Inn use is appropriate, the Planning Commission shall consider the following criteria:

- (a) Bed and Breakfast Inns are to be considered for structures of historical significance, whether or not they are officially listed on the National Register of Historic Places. As a part of the renovation of a structure as a Bed and Breakfast Inn, every attempt will be made by the applicant to restore the structure to its original condition so that it may become eligible for listing on the National Register.
- (b) Bed and Breakfast Inns are only appropriate for the larger residential structures in the Historic District. The houses should have a minimum of two rentable rooms. The maximum number of rooms will be determined by the applicant's ability to demonstrate that impacts such as parking and neighborhood compatibility can be adequately mitigated.
- (c) The length of stay for patrons of Bed and Breakfast Inns will be limited to less than 30 days (nightly rental).
- (d) It is preferable that Bed and Breakfast Inns have an owner/manager living on the site, but may, as a minimum requirement, have 24 hour on site management and check in. The check in facility may be off site if it is within close proximity of the Bed and Breakfast Inn.
- (e) Common kitchen facilities are allowed for the benefit of overnight guests only and are not intended to serve outside visitors. Individual kitchens within rooms shall not be permitted.
- (f) Signage shall be limited to one sign which shall not exceed six square feet in size. A permit must be obtained for the sign and it must comply with the provisions of the Park City Sign Ordinance.

- (g) Parking shall be provided on site at a rate of one space per rentable room. If no on site parking is possible, parking in close proximity to the Inn shall be provided. The Planning Commission may waive the parking requirement if it is found that no on-site parking is possible and all alternatives for other parking have been explored and exhausted. The Planning Commission must find that the structure which is to be a Bed and Breakfast Inn is not economically feasible to restore or maintain without the granting of the adaptive use. The burden of proof in requesting a parking exception shall be on the applicant. In no case may parking spaces on the downhill side of public streets and those partially or totally within the City right-of-way be counted toward parking requirement.

7.1.8. ARCHITECTURAL REVIEW. Prior to the issuance of building permits for any conditional or permitted use within this zone, the Community Development Department shall review the proposed plans for compliance with the architectural design guidelines prepared by the Historic District Commission and adopted by resolution of the City Council as a supplement to this Ordinance. Appeals of departmental actions on architectural compliance are heard by the Historic District Commission, and then may be appealed to the Council as set forth in Chapter 1 of this Code. Property within this zone may be subject to subdivision regulations and covenants that regulate design, materials, yard and height more strictly than this Code. This Code does not supersede more restrictive provisions in private covenants. In addition, no structure within the zone may be painted or repainted without review and approval of the exterior color scheme by the Community Development Department.

PARK CITY MUNICIPAL CORPORATION
LAND MANAGEMENT CODE



PASSED AND ADOPTED DECEMBER 22, 1983
EFFECTIVE JANUARY 1, 1984

THIRTY-FIFTH EDITION
REVISED AS OF OCTOBER 20, 1994

7.14. HISTORIC RESIDENTIAL DEVELOPMENT LOW-DENSITY

7.14.1. PURPOSE. The purpose of the Historic Residential Low-Density Zone District (HRL) is to provide an area of newer residential housing that is limited in density and land use to single-family structures, and which reduces the density of development in an area that is accessible only by substandard streets in terms of grade, width, or single access, so that these streets are not further impacted by high density development beyond the reasonable carrying capacity. The district also serves to provide an area of lower density residential use within the old portion of Park City.

7.14.2. USES. Those uses designated on the land use tables as permitted or conditional uses are allowed in this zone. All other uses are prohibited.

7.14.3. LOT REGULATIONS. The minimum lot regulations within the HRL Zone shall be as follows:

(a) Lot Size. The minimum lot size shall be 3,750 square feet in land area, not including land encumbered by prescriptive rights-of-way or platted rights-of-way.

(b) Floor Area Ratio. The floor area of all new structures constructed within the HRL District shall be limited by the floor area ratio (FAR) which shall be the floor area as defined in Chapter 2, divided by the total area of the lot or parcel. For lots up to 1875 square feet (legal non-conforming lots only), the maximum FAR shall be .9. For parcels of 1876 square feet or larger, the floor area ratio is equivalent to the maximum floor area for the first 1875 square feet (1687 square feet), plus 30% of additional lot square footage. The maximum square footage is calculated by the following formula:

$$\text{MAXIMUM FLOOR AREA} = 1687 + (.30 \times (\text{Parcel Size} - 1875))$$

(c) Frontage. The minimum frontage of lots shall be 37.5 feet in width measured at a point 15 feet back from the front lot line.

(d) Side Yard. The minimum depth of side yard setbacks shall be based on the size of the parcel. For structures on parcels 50 feet wide or less at the front property line, the side setbacks must be five feet each. For structures on parcels from 51 to 75 feet wide at the front property line, the total side setbacks must be 15 feet with a minimum of five feet on one side. For structures on parcels greater than 76 feet wide at the front property line, the side setbacks must be ten feet each.

(e) Front and Rear Yards. The minimum depth of the front and rear

yards for all main buildings shall be based upon the size of the parcel. For structures on parcels 100 feet deep or less, the front setback shall be 15 feet and the rear 10 feet. For structures on parcels deeper than 100 feet, the total of front and rear setbacks must be 30 feet, with a minimum of 15 feet front and ten feet rear.

1. Setbacks shall be measured from the platted property line, or from the right-of-way line of any prescriptive street for main building, whichever is deeper into the lot.
2. Open parking is permitted within the front setback area, but not within five feet of the side lot lines.
3. The minimum front setback for garages and other accessory buildings shall be ten feet from the property line or the right-of-way line for any prescriptive street, whichever is deeper into the lot.
4. The minimum rear setback for accessory buildings is one foot, provided however, that accessory buildings less than three feet from the rear lot line must comply with applicable building and fire code provisions for buildings so located.

(f) Setbacks. The minimum front yard setback shall be 15 feet from the platted property line, or from the right-of-way line of any prescriptive street for main building, whichever is deeper into the lot. Open parking is permitted within the setback area, but not within five feet of the side lot lines. The minimum setback for garages and other accessory buildings shall be ten feet from the property line or the right-of-way line for any prescriptive street, whichever is deeper into the lot.

(g) Building Height.

1. Buildings shall not exceed a maximum height of 28 feet, except as provided in the supplemental regulations.
2. Downhill facades may not exceed 28 feet for natural or final grade (whichever is more restrictive) to the peak of the roof. The design of the structure must incorporate a significant facade shift after the 28 foot limit to break up the mass of the structure as viewed from public rights-of-way or properties below. The length of the facade shift should be in proportion to the building mass and may be roughly equal to the difference between natural and final grade at the base of the downhill facade. However, in order to avoid dictating design, no absolute standard for the size of the shift is

specified. Rather, the Historic District Commission shall review the facade shift during normal design review and may approve lesser or require greater shifts based upon neighborhood compatibility, visibility from public rights-of-way, and other design considerations.

7.14.4. ARCHITECTURAL REVIEW. Prior to the issuance of building permits for any conditional or permitted use within this zone, the Community Development Department shall review the proposed plans for compliance with the architectural design guidelines prepared by the Historic District Commission and adopted by resolution of the Council as a supplement to this Ordinance. Appeals of departmental actions on architectural compliance are heard by the Historic District Commission, and then may be appealed to the Council as set forth in Chapter 1 of this Code. Property within this zone is not subject to design review by the City, but may be subject to subdivision regulations and covenants that regulate design, materials, yard and height more strictly than this Code. This Code does not supersede more restrictive provisions in private covenants. In addition, no structure within the zone may be painted or repainted without review and approval of the exterior color scheme by the Community Development Department.

7.14.5. SPECIAL PARKING REGULATIONS It is the City's policy to consider allowing a portion of the length of a code required parking stall to be placed within the City right of way, subject to the City Engineer's approval. The City Engineer shall consider the likelihood of future roadway changes, utilities, and any other health/safety considerations which may render parking in the right of way unacceptable.

MEMORANDUM

To: Planning Staff
From: Eric DeHaan, P.E., City Engineer
Date: July 6, 1998
Subject: Use of Platted City Streets for Private Driveway Access to Private Garages



Much as we had to struggle with the issue of the use of Sullivan Road as access to development parcels, we may now have similar issues with a variety of requests to use unbuilt platted City streets as access to private garages. Some of you will remember the Coker access problem adjacent to 563 Woodside, which is again raising its head due to Dan and LeeAnn Smith's request to encroach with improvements to 563 Woodside. I also have a request from Bill Mammen to access a new garage at 952 Lowell by virtue of a driveway coming up 10th Street from Empire. We also have a request from Jonathan DeGray to use a portion of platted Marsac to access the garage of a dwelling at 201 Ontario. There will be others, some of which are proposed by people who seem to be convinced that Park City wants to see such private driveways installed in an effort to combat "garage barrage". This memo will set forth my recommended criteria for your review and comment relative to the desirability of getting garage doors off the street.

If the request were to construct a public City street in the right-of-way I have a whole set of specifications saying how that needs to be done, but in the case of these private driveways I feel it would be desirable to formulate a policy, much as we did for Sullivan Road, which sets objective criteria and performance standards. The Sullivan Road policy requires any new development off Sullivan to be approved as a C.U.P., which in itself may be a discouraging process. If it actually is our desire to encourage the placement of garage doors not close to and facing the street, perhaps we should re-look at the C.U.P. requirement before we apply it to driveways built in platted City streets.

Nevertheless, as it stands right now, here is my recommended list of criteria and performance standards for private driveways proposed to be built within platted unbuilt City streets:

1. The driveway shall not exceed 10% in slope.
2. Snow storage along the downhill side or end of the driveway must be provided. This may preclude driveways running straight uphill in one of our platted streets, because the plow would simply push the snow right back into the City street at the bottom.
3. The driveway must be paved with asphalt or concrete so that mud in March isn't an issue. Turf-blocks or similar paving systems would not be acceptable because of their incompatibility with plows.
4. The driveway shall not pre-empt any existing physical parking which may occur in the platted street. If the platted street has been improved to provide public parking, then any

driveway proposal would need to replace such parking with new parking spots of equal or better convenience and construction.

5. The driveway and related improvements such as retaining walls would need to be designed and built to minimize present and future conflicts with public utilities and stairs. Actual design of future stairs may be required to verify that no conflict will occur.
6. The loss of open space values in the platted street, both active and passive, shall be evaluated prior to approving a driveway.
7. The driveway construction shall require a Conditional Use permit. (We could substitute "planning commission and/or HDC review and approval" for the C.U.P. My objective is to piggyback on neighborhood noticing.)
8. An Encroachment Permit for the driveway would be required, approved by the City Council.
9. A determination from the building official as to whether the driveway constitutes a "Public Way" for UBC purposes is necessary.
10. Common drives serving more than one house would be desirable.
11. Any private utilities within the platted City street, such as a power line serving the garage, would be prohibited since they may not get blue-staked during future City projects.

Please review this memo and let me know your suggestions.

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Appoint the following to the Public Art Advisory Board: David Nicholas to a Second Term Expiring June 30, 2023; Jennifer Gardner and Samantha Osselaer to their first full term expiring June 30, 2023, Lara Carlton and Pamela Bingham to a First Term Expiring June 30, 2023; and Hilary Gilson to Fulfill a Vacant Term Expiring June 30, 2022

(A) Public Input (B) Action

Suggested Action:

Attachments:

[PAAB Appointment 2020 Staff Report](#)



City Council Staff Communications Report

Subject: Public Art Advisory Board (PAAB) Appointments
Author: Jenny Diersen, Staff Liaison to the Public Art Advisory Board
Department: Economic Development
Date: August 4, 2020
Type of Item: Administrative

Summary Recommendation

Staff recommends City Council appoint the following positions to the PAAB, beginning terms at the August meeting:

- David Nicholas to a second term expiring June 30, 2023;
- Jennifer Gardner and Samantha Osselaer to their first full terms, expiring June 30, 2023;
- Lara Carlton and Pamela Bingham their first term expiring June 30, 2023;
- Hilary Gilson to fulfill a vacant term expiring June 30, 2022.

Staff wanted to thank and recognize outgoing board member Kathy Kahn for all of her work and dedication to the community while serving the last 5 years on the PAAB. Her service has truly improved the community and the Park City Public Art program.

Background

PAAB makes recommendations to the City Manager or City Council regarding Public Art items. All decisions regarding Public Art shall be made final by the City Council. PAAB is administered by staff liaison appointed by the City Manager. The Park City Summit County Arts Council provides non-voting support to the board through marketing, advice and guidance on projects and continuing to involve the board in [Project ABC](#).

Per resolution 18-2020 which was adopted at the [July 30 Council meeting](#) (p.486), the [PAAB Policies](#) were amended to increase the board to 8 members, who reside in the City Limits of Park City appointed by the City Council. The policies align with the PAAB's [vision & mission](#), which tie directly to Critical Community Priorities, specifically, Housing, Transportation, Energy and Social Equity. Such policies also relate to Council's goals of creating a [sense of community](#) (p 28-31). The PAAB continues to review its [policies and strategic plans on a yearly basis](#), and focuses their efforts on programs and projects that related to specific goals.

Analysis

Staff noticed PAAB vacancies on the City's website, social media, through the Park City Summit County Arts Council and by sending out notice to PAAB. The Park Record also ran an editorial and a news story on the vacancies.

- Staff received 12 applications, one applicant was ineligible to apply as they lived in the County, and another withdrew their application due to work conflicts.

- Interviews with the 10 eligible candidates were conducted by staff liaisons, two board members and two Council liaisons. Having such a large number of qualified applicants makes the decision of appointments challenging.

Based on the interview committee recommendations, Staff recommends City Council appoint the following positions to the PAAB, beginning terms at the August meeting:

- David Nicholas to a second term expiring June 30, 2023;
- Jennifer Gardner and Samantha Osselaer to their first full terms, expiring June 30, 2023;
- Lara Carlton and Pamela Bingham their first term expiring June 30, 2023;
- Hilary Gilson to fulfill a vacant term expiring June 30, 2022.

Funding Source

No funding is needed for appointment, as members are not compensated. Public Art has been financed primarily through two funding sources, both within the capital improvement plan (CIP). The first funding method is a direct allocation to the Public Art capital project (CP0089) from the General Fund transfer and the Lower Park Avenue RDA. The second funding method is through a 1% contribution from qualifying capital improvement projects. PAAB has also completed projects such as the Olympic Legacy Alive project through Restaurant Tax Grant.

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Beth Bynan

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Vibrant Commercial Storefront Code 4-2-15: COVID-19 Impacts on 2020 Second Quarter

Suggested Action:

Review

Attachments:

[Vibrancy Code with COVID-19 Impacts - Second Quarter Staff Report](#)



City Council Staff Report

Subject: Vibrancy Ordinance 4-2-15: COVID-19 Impacts for Quarter 2
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: August 4, 2020
Type of Item: Communication

Summary

Due to the impact of COVID-19, staff temporarily suspended our Vibrancy Ordinance inspections during Quarter 2 (April-June) due to the mandatory closure of businesses ordered by the Summit County Health Department. Staff will return to Council in September 2020 for a work session regarding the administration of the ordinance for the remainder of 2020 (Q3 & Q4) given the impacts to businesses on Main Street as a result of the COVID-19.

Background

In late 2017, Council adopted the [Vibrancy Ordinance /Municipal Code 4-2-15](#), a step towards a larger goal of maintaining a thriving, vibrant Main Street. Staff has administered the program by conducting quarterly vibrancy inspections with members from multiple departments (Building, Special Events, Sustainability, Planning) to monitor the status of commercial storefronts within the Historic Recreation Commercial (HRC) and Historic Commercial Business (HCB)¹ districts to ensure that businesses 1) have an active business license, and 2) are open and operating for at least 60 days per quarter. Businesses which do not meet both provisions are notified with a “Notice of Dark Storefront” letter from the Finance Department informing them that the location may not be eligible for a Single Event Temporary Liquor License.

Since its adoption, the Vibrancy Ordinance has helped reduce the vacancy rate on Main Street from 6% to approximately 3%. Additionally, locations which have been chronically vacant year round except for during Festival dates have become “vibrant” and now have leases with full-time businesses which occupy and exhibit vibrant storefronts year-round.

Issue Statement

Beginning in March 2020, several businesses within the HCB and HRC district were severely impacted by Summit County Health orders calling for their mandatory closure to slow the spread of COVID-19. As a result of the mandatory business closures, staff suspended its Vibrancy Ordinance inspection program during Q2.

Staff is prepared to continue conducting vibrancy inspections for Q3 & Q4 if Council desires, yet intends to return to in September 2020 for a work session to discuss the administration of the Ordinance for the remainder of 2020.

¹ Map of HRC and HCB districts provided under “Exhibits” on p. 2 of this report.

Exhibits

[Ordinance & 4-2-15](#)

Map of HRC & HCB (lavender & purple sections)



Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Artwork in Memory of Rich Martinez & Mining Legacy

Suggested Action:

Attachments:

[Rich Martinez Public Art Donation Staff Report](#)



City Council Staff Communications Report

Subject: Martinez Family Public Art Donation Update
Author: Jenny Diersen, Staff Liaison to Public Art Advisory Board
Department: Economic Development
Date: August 4, 2020

Recommendation

Review the renderings of the sculpture and approve the commission of the Public Art donation in honor of Rich Martinez and mining legacy, which would include funding one-time site preparation costs estimated at \$5,000 and assumption of maintenance responsibilities.

Summary

On [September 12, 2019](#) (pg 328/ [minutes](#) pg 11), City Council accepted a donation of a bronze artwork to the Public Art collection in memory of Rich Martinez and mining legacy. The artwork is to be commissioned by the Martinez Family and placed at the Treasure Hill trailhead as agreed upon by Council. The Martinez Family has agreed to fundraise and commission such donation privately (estimated at \$50,000) including signage, and allow final proof by City Council through a future staff communication.

During this approval, staff recommended the City pay for onetime upfront site preparation estimated at \$5,000 from the PAAB CIP funding, and take on maintenance for the artwork which is covered within existing PAAB budget.

History/Background

In May 2019, the Martinez family proposed to commission a cultural heritage sculpture honoring their father, Rich Martinez and mining legacy (Exhibit A). The Martinez family includes 5 generations of miners, beginning with their great grandfather, who immigrated to Park City through Ellis Island from Spain. Rich Martinez was born in 1935 in a home in Empire Canyons and lived in Park City his entire life for 82 years. He graduated from Park City High School in 1953, worked in the mines and served others in the Park City community. Rich built some of the first chair lifts, created a drinking fountain for Main Street, built the merry-go-round for Marsac Elementary; and owned "The Cozy" on Main Street. Rich Martinez served on the Park City Council for 16 years during the 60s and 70s, a time when Park City was changing from a mining town to a world class ski area. He was also instrumental in organization of the annual Miners' Day Mucking and Drilling completion, where he actively competed for more than 20 years.

Analysis

As requested by City Council, a scaled miniature rendering of the artwork has been provided (below). There are minor changes the Martinez Family is requesting including:

- Rock and drill will be actual items provided by the Martinez Family that the sculpture will be built around.

- Martinez Family recommends further refinements to the mock up including softening of forehead/facial features, posture leaning further into the drill and further define muscles.
- Timeline for the project is estimated to take 9 months once commissioned. We anticipate installing the artwork in summer 2021.
- While the current Public Art budget is frozen due to Covid 19 impacts, staff understands because this project was already in progress we are still able to meet our commitment of up to \$5,000 for upfront site preparation from the Public Art Budget.
- Signage that will be included with the artwork will include the following: *This statue is dedicated to the contributions of Richard A. Martinez, the "Ol' Miner", and to all other miners who worked in the mining tunnels below Park City, Utah. May we always remember and preserve our mining heritage.*

On July 13, PAAB reviewed the rendering and suggested changes (images below) and gave a positive recommendation to move final review to the City Council. The PAAB does not need to see another rendering, as they understand such items are costly and appreciated seeing the final proof before the artwork is commissioned in full life size by the Martinez Family.



Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Rent Abatement for Certain City Owned Facilities - August 2020

Suggested Action:

Attachments:

[Rent Abatement for Certain City Facilities Staff Report](#)



City Council Staff Communications Report

Subject: COVID Related Rent Abatement City Facilities

Author: Heinrich Deters

Department: Sustainability

Date: August 4, 2020

Type of Item: Staff Communication

Park City Municipal Corporation operates several tenant spaces located within the Arts and Culture District, as well as, at the City Library. These tenants are a mix of local not-for-profits entities and small businesses.

As part of the City's response to the COVID-19 crisis, City Council authorized the City Manager to adjudication of full and partial rent abatement for numerous tenants in order to relieve some of the unavoidable local economic impacts. Abatement started in April, and has been extended to include the month of July.

This abatement update, continues to expressly exercise authorization through the end of September, 2020. To date, over \$125,000 of rent has been abated in order to assist local small businesses and nonprofits, some of the most acutely impacted entities in our community. Council and staff will continue to monitor the economic impacts associated with COVID-19 and evaluate specific requests.

The June 25th report noted tenant leases located in the Arts & Culture District were set to expire July 31, 2020, which is incorrect. The Arts & Culture leases expire August 31, 2020. Staff is currently coordinating with tenants per vacating the premises.

In September, staff plans to return to Council with a work session to receive additional policy direction for the remainder of the 2020 calendar year.

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Erik Daenitz

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

May 2020 Sales Tax Update - General Fund

Suggested Action:

Attachments:

[Sales Tax Staff Report](#)

[Exhibit A: Sales Tax Data](#)



City Council Staff Report

Subject: General Fund – May 2020 Sales Taxes
Authors: Jed Briggs, Erik Daenitz
Department: Budget, Debt, & Grants
Date: August 4, 2020
Type of Item: Informational

Executive Summary

The City's General Fund collected \$391k in May 2020 versus a projection of \$76k, driven, in part, by increasing mobility within Summit County. This leads to a cumulative FY20 sales tax collection that outpaces Staff's April 2020 recession plan. Accordingly, Staff updated its projected FY20 sales tax shortfall within the General Fund to -\$2.86M versus a projection of -\$3.6M.

The June sales tax report will be received in August. Staff intends to return to Council in September 2020 with enhanced and updated sales tax projections for discussion as it relates to the FY21 Budget.

Sales Tax Update

May 2020

The Latest Data on COVID Impacts

March through May Sales Tax data indicates revenues beating projections

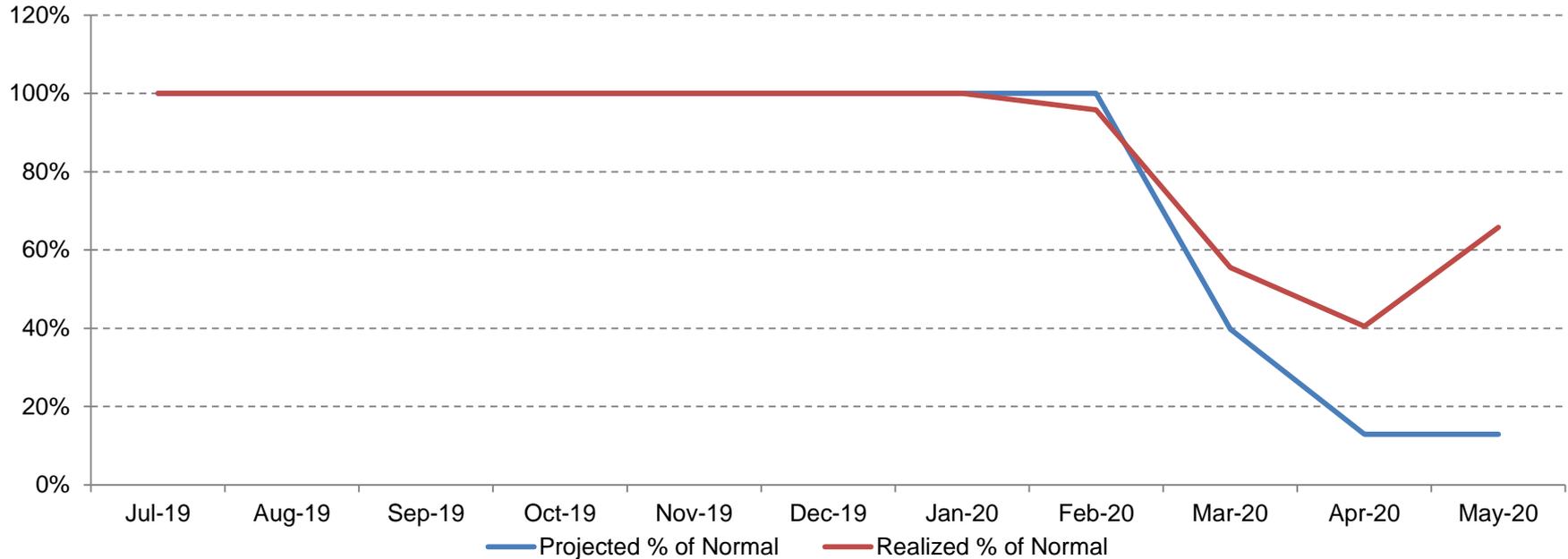
General Fund	
Original Projected Sales Tax Shortfall	Current Projected Sales Tax Shortfall
(\$3,708,047)	(\$2,860,576)

General Fund - Realized Sales Taxes vs. Projections			
Month	Projection as of April 2020	YTD Realized (Through May)	\$ Variance from Projection
July	\$890,546	\$890,546	\$0
August	\$839,320	\$839,320	\$0
September	\$912,173	\$912,173	\$0
October	\$715,887	\$715,887	\$0
November	\$820,365	\$820,365	\$0
December	\$1,877,541	\$1,877,541	\$0
January	\$2,167,579	\$2,167,578	(\$0)
February	\$2,020,291	\$1,936,051	(\$84,239)
March	\$926,264	\$1,292,639	\$366,376
April	\$117,143	\$368,103	\$250,960
May	\$76,661	\$391,036	\$314,375
June	\$159,307		
	\$11,523,077	\$12,211,241	\$847,471

The Latest Data on COVID Impacts

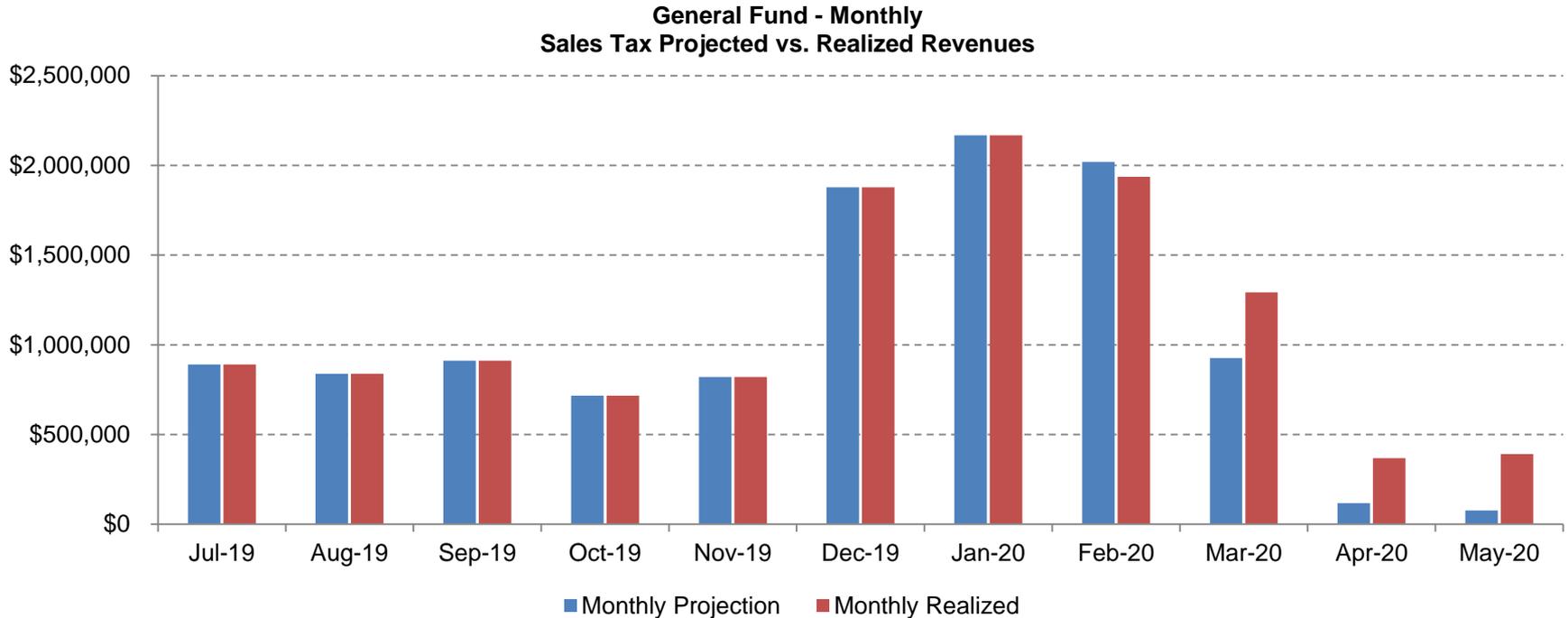
March through May Sales Tax data indicates revenues beating projections

General Fund - Projected vs. Realized Sales Tax Path
As Percent of Normal



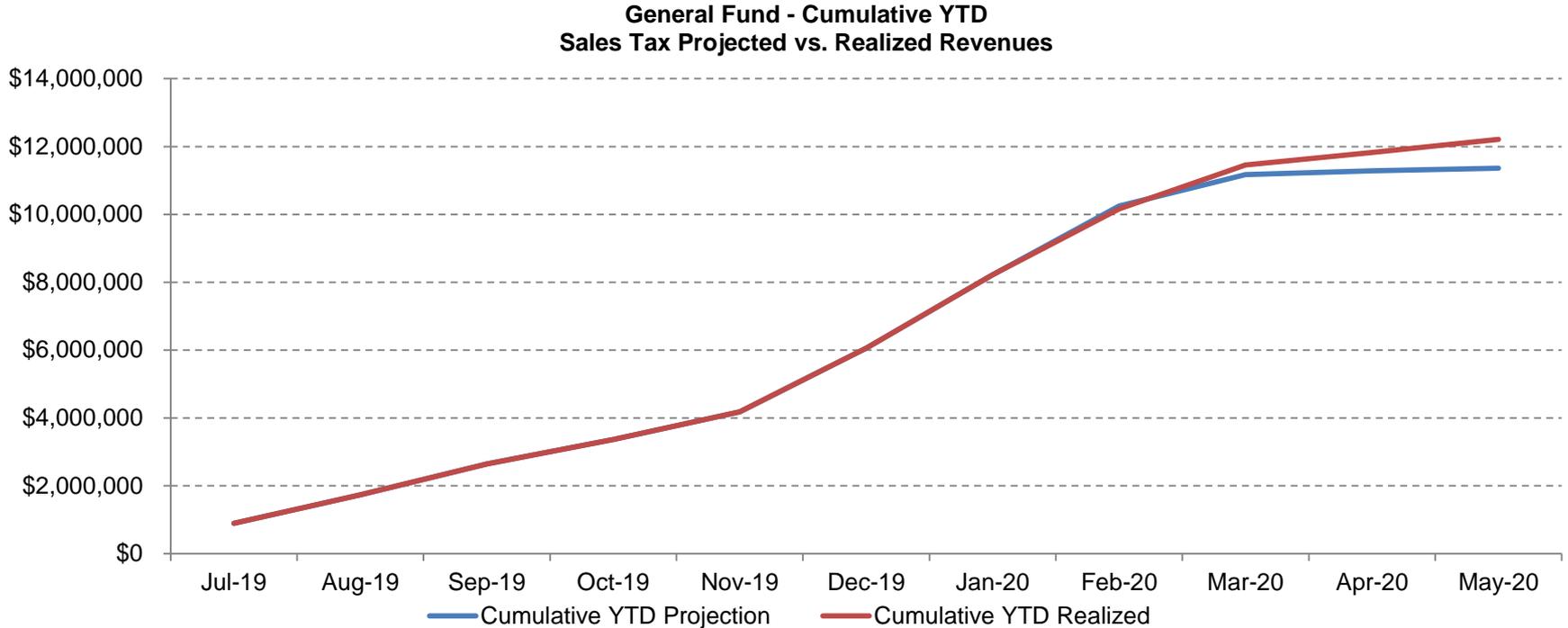
The Latest Data on COVID Impacts

March through May Sales Tax data indicates revenues beating projections



The Latest Data on COVID Impacts

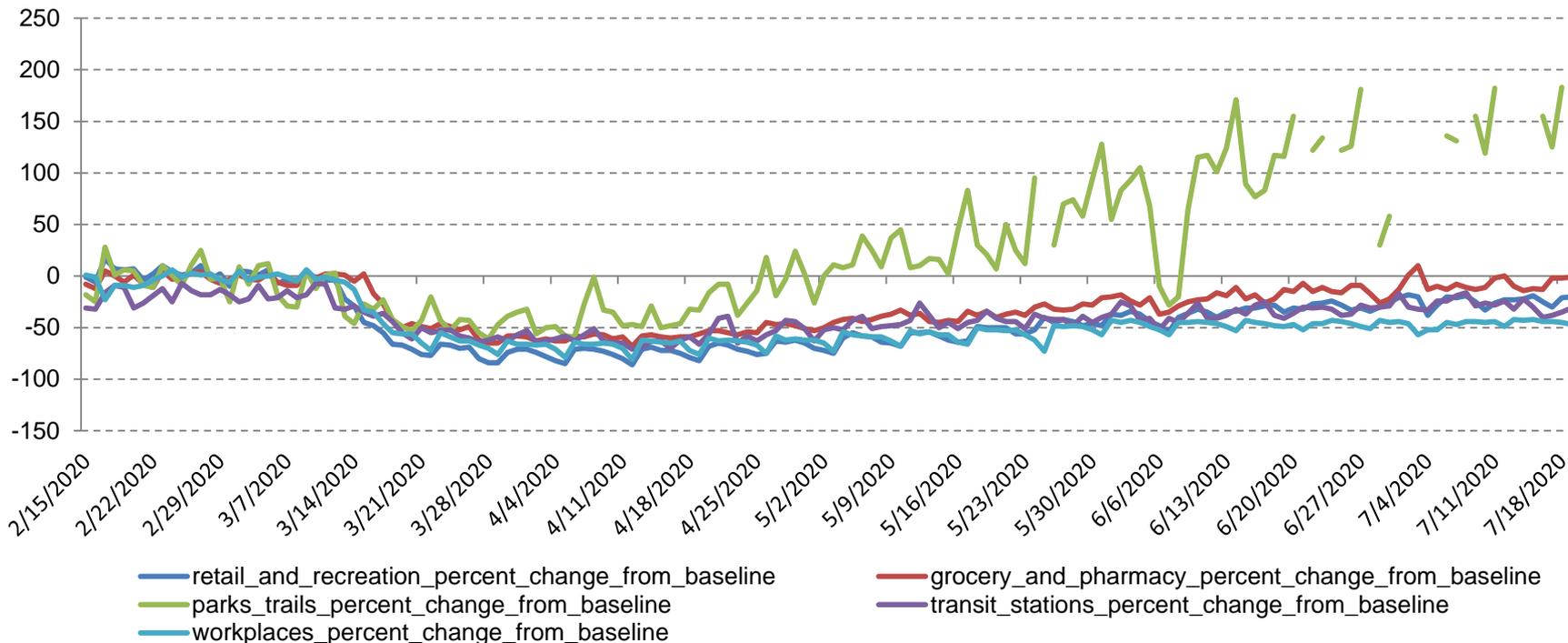
March through May Sales Tax data indicates revenues beating projections



The Latest Data on COVID Impacts

Google's COVID-19 Mobility dataset illuminates a continued recovery in movement within Summit County

Google Mobility Data - Summit County, UT

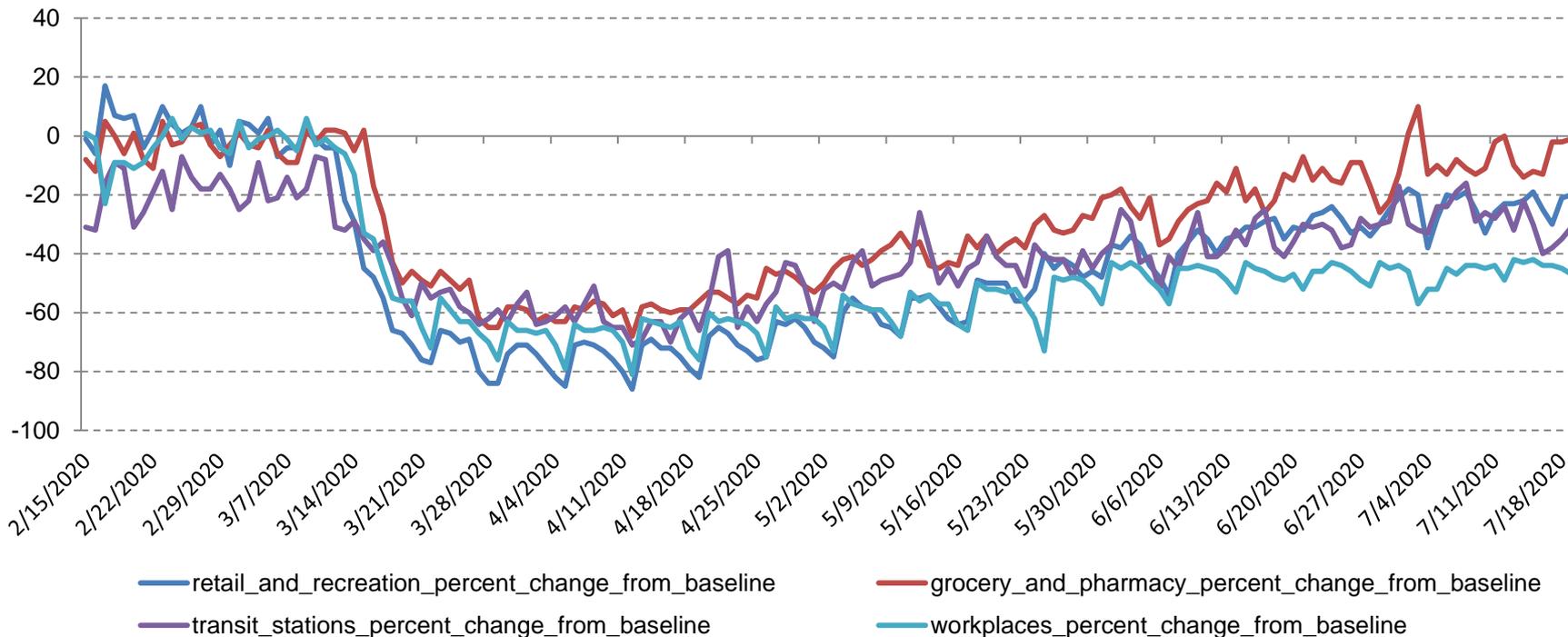


Source: Google, Park City Municipal Corporation as of 7/19/2020.

The Latest Data on COVID Impacts

Google's COVID-19 Mobility dataset illuminates a continued recovery in movement within Summit County

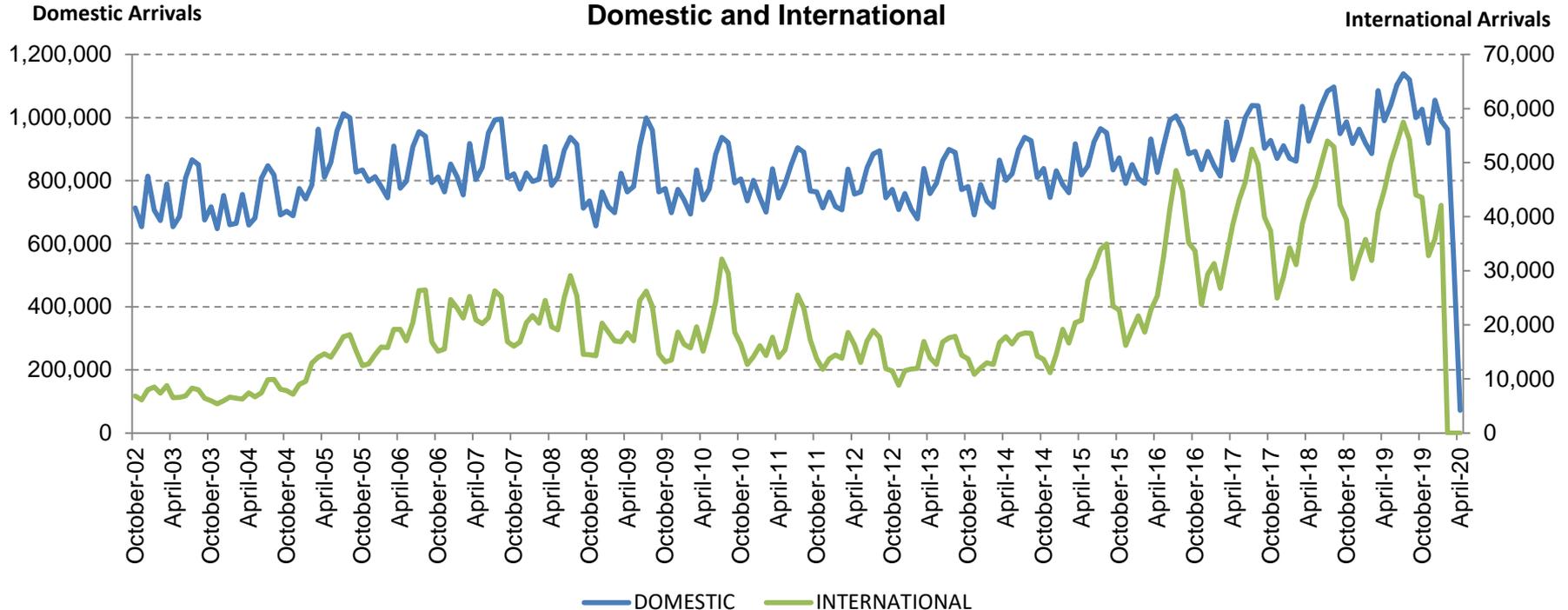
Google Mobility Data - Summit County, UT



The Latest Data on COVID Impacts

KSLC passenger arrivals down dramatically as of April

KSLC - Total Passenger Arrivals Over Time Domestic and International



Source: U.S. Bureau of Transportation, Park City Municipal Corporation as of 4/30/2020.

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from July 29, 2020

Suggested Action:

Attachments:

[July 29, 2020 Minutes](#)



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

July 29, 2020

The Council of Park City, Summit County, Utah, met in open meeting on July 29, 2020, at 3:00 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

SPECIAL MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present via technology
Council Member Becca Gerber	Excused

II) NEW BUSINESS

1. Police Complaint Review Committee (PCRC) Interviews:

Police Chief Wade Carpenter requested that the Council determine from the responses diversity in beliefs, background, etc. and to look for impartiality from applicants during the interviews. He would like committee members to be able to give from their life experiences and add their input into the process. Michelle Downard, Resident Advocate and Chairperson of the PCRC, stated the committee was currently comprised of two staff members and three community members. Two of the community member terms were ending. She asked if Council wanted to change the makeup of the committee including appointing a Council liaison and more community representation.

Mayor Beerman asked for some background about the committee makeup to see if it made sense to have a Council liaison. Downard indicated Council involvement would be a benefit for understanding what the committee focused on and could be a bridge between Council and policy direction and the committee’s role.

1 Council Member Joyce asked if having a Council liaison could create a risk if there was
2 ever an appeal where the Council would be the appeal authority. Margaret Plane
3 indicated the committee was advisory only and the Council would not sit as the
4 appellate authority.

5
6 Council Member Worel asked why staff was considered part of this board since staff
7 was normally not part of other boards and committees. Downard did not have
8 information why this committee was set up as such, and noted Council could discuss
9 changing staff membership. Chief Carpenter stated Downard should stay on the
10 committee as staff liaison representing the City Manager's office, but not have a voting
11 role. Council Member Doilney favored adding two committee member seats plus having
12 a staff member or Council liaison.

13
14 Chief Carpenter reviewed the history of the committee and stated that in 2008, the City
15 considered terminating the board because there were so few complaints. When the
16 board was originally formed, the City Manager chose to put two staff members on the
17 board. Margaret Plane stated there was a time when many municipalities were creating
18 boards that had staff as members. Now the trend was to reduce staff involvement.

19
20 Matt Dias indicated there had been good public outreach for these open seats, and
21 Council had a good pool of applicants to interview. Council agreed to add two
22 community member seats for a total selection of four applicants to be appointed.
23 Downard indicated she would bring back a resolution for Council to amend the PCRC
24 policy. Council agreed the committee should be comprised of one staff liaison that was
25 non-voting and five voting community member positions. Downard asked if the terms
26 should be staggered from the four selected. Council Member Doilney asked when the
27 remaining committee member's term ended, to which Downard indicated in two years.
28 Council approved that those appointed would have staggered terms: three three-year
29 terms and one two-year term.

30
31 Mayor Beerman and the City Council interviewed 13 applicants: Amir Vonsover, James
32 Bedell, Michael Collins, Nicole Nelmark, David Greenholtz, Rich Weinman, Cassidy
33 Schindler, Beth Armstrong, Stanley Rodman, Andrew Hecht, Austin Lau, and Mary
34 Christa Smith. Kara Bard submitted an application, but did not call in for the interview.
35 The candidates were informed the selections would be made within two weeks. Council
36 Member Henney recused himself from interviewing Mary Christa Smith.

37
38 **III) CLOSED SESSION**

39
40 Council Member Doilney moved to close the meeting to discuss property, personnel,
41 and litigation at 6:00 p.m. Council Member Worel seconded the motion.

1 **RESULT: APPROVED**

2 **AYES:** Council Members Doilney, Joyce, and Worel

3 **EXCUSED:** Council Members Gerber and Henney

4
5 **CLOSED SESSION**

6
7 Council Member Joyce moved to adjourn from Closed Meeting at 7:00 p.m. Council
8 Member Doilney seconded the motion.

9 **RESULT: APPROVED**

10 **AYES:** Council Members Doilney, Henney, Joyce, and Worel

11 **EXCUSED:** Council Member Gerber

12
13 **IV) ADJOURNMENT**

14
15 With no further business, the meeting was adjourned.

16
17
18 Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Amendment No. 8 to the Agreement, in a Form Approved by the City Attorney, with Alder Construction Company for 3Kings Water Treatment Plant (3KWTP) Construction Guaranteed Maximum Price Construction Services for an Amount Not to Exceed \$4,855,000.00

Suggested Action:

Attachments:

[Alder Construction Services Amendment Staff Report](#)

[Exhibit A: MIW CIP Contracts](#)



City Council Staff Report

Subject: 3Kings Water Treatment Plant, ECI Pre-Construction and Construction Services – Amendment No. 8, 3KWTP Construction Services GMP, Alder Construction Company
Author: Roger McClain, Public Utilities Engineering Manager
Department: Public Utilities
Date: August 4, 2020
Type of Item: Administrative

Recommendation

Staff is seeking City Council's authorization for Early Contractor Involvement (ECI) construction services for the 3Kings Water Treatment Plant (3KWTP) Off-Site Improvements Phase 2. Staff recommends Council authorize the City Manager to execute the Amendment No. 8 to the Agreement, in a form approved by the City Attorney, with Alder Construction Company (Alder) for 3KWTP Construction Guaranteed Maximum Price (GMP) construction services for an amount not to exceed \$4,855,000.00.

Alder has prepared and submitted a proposal based on the 90% design completion construction document package prepared by Bowen Collins and Associates. The 3KWTP Amendment No. 8 incorporates these construction services into the ECI Contractor's existing contract. Construction services generally include:

- Construction of utilities supporting the 3KWTP outside of the treatment plant site boundary and generally located within Park City Municipal Corporation Golf Course Hole No's. 12, 13, 14, and 18 including storm drainage system, treated and raw water conveyance lines, and a sanitary sewer lateral;
- Dredging of the Park City Golf Course ponds within Hole No's. 12, 13, and 18;
- Construction of Ponds No. 14 and No. 18 level and flow control improvements;
- Associated landscape and golf course reconstruction;
- Temporary facilities and construction mitigation; and
- As the CM/GC, Alder is required to meet the City's procurement policy and the requirements established in the CA in procuring equipment, acquiring subcontractors, and constructing the project.

Staff has reviewed the proposal and all supporting documentation, confirmed the final scope and costs, and is recommending the GMP Cost Proposal and construction schedule to Council.

Schedule.

The Amendment No. 8 schedule supports the 3KWTP construction schedule and meets the City's Amended Stipulated Compliance timeline.

- Utility related construction work is scheduled to begin September 15, 2020.
- Pond dredging and pond controls work is scheduled to begin immediately after snowmaking activities, approximately January 15, 2021.

- Landscaping, sidewalk, cart path, and golf course restoration is schedule for early spring of 2021 with completion by May 8, 2021.

Background

- On November 8, 2018, Council authorized a Construction Agreement (CA) with Alder for 3KWTP Early Contractor Involvement Pre-construction Services and has subsequently authorized addenda for construction services
- A table summarizing project related Council approved contracts, anticipated contracts, and highlighting the proposed contract is attached to the staff report.
- A Stream Alteration Permit application has been submitted to the State Engineer.
- The Construction Manager will be required to obtain an encroachment permit from UDOT for the work adjacent to SR-224. Sidewalk closure along the west side of SR-224 and detours will be necessary.

Funding

The funding for Amendment No. 8 is from water service fees is included in the approved 5-year water CIP budget, and costs are included in the Water Department's long term comprehensive financial model. Multiple revenue bonds have been issued to fund this project.

Construction Mitigation

To protect golfers from construction activities and construction workers from golfing activities and to minimize impacts to the playability of the back nine holes of the golf course, Golf staff and the Construction Manager have developed a dynamic work plan and schedule for construction activities on the golf course. The majority of the utility work is scheduled to begin after October 1, 2020. Cross-country ski trails will be maintained during the construction activities.

The 3KWTP Project Construction Mitigation Plan (CMP), approved as part of the Conditional Use Plan by the Planning Commission, is applicable to the Amendment No. 8 work.

- All construction employee parking is required to be at off-site designated parking lot. Employees will be bussed to the work site;
- Work shall be performed during work hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, restricted from City allowable work hours 7:00 a.m. to 9:00 p.m. Monday through Saturday and construction activities will be further restricted from December through February to between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday;
- Construction vehicles, including delivery vehicles, are not allowed to park within Three Kings Drive without special approval of the Chief Building Official;
- Adjacent roadways will be monitored for tracking of debris or roadway damage and addressed appropriately.

Continued Public Engagement

Consistent with the 3KWTP Public Outreach Plan presented to Council on March 8, 2018, using a variety of outreach tools staff will communicate and inform neighbors and the public throughout the project construction.

- Emails and notifications will be sent to the immediate neighborhood in advance of any significant work items affecting the neighborhood and to provide period updates on the Project's progress.
- Public Service Announcements will be issued prior to start of construction and in advance of any significant work items impacting the community.
- Signage providing project information is being placed at key locations on the perimeter construction fencing.

Attachment

Table 1. M-I-W Project Contract Summary

Summary of Approved Council Contracts and Anticipated Contracts

Total Approved Contracts	\$99,964,053
Total Estimated Contracts	\$107,050,000
Budget prior to FY 20	\$8,075,375
5 year CIP Budget (FY 20 - FY 24)	\$101,736,093
Total Budget	\$109,811,468
Percent Design Complete	90%
Percent Construction Complete	5%

Service	Contractor	Contract	CC Authorized Date	CC Authorized Amount	Estimated Contract Amount	Estimated Future Contract Approval Date
3Kings Water Treatment Plant and Associated Improvements						
Design Engineer - 3KWTP Concept & Process Development	CH2M (Jacobs)	DSPA	25-May-17	\$1,497,909.00	\$1,500,000	
<i>Schematic Design</i>		First Addendum	5-Apr-18	\$1,600,000.00	\$1,470,000	
<i>Design Development & Const. Drawings</i>		Second Addendum	8-Nov-18	\$5,870,000.00	\$5,100,000	
<i>Supplemental Design and Equipment Procurement Assistance</i>		Third Addendum		\$565,000.00	\$580,000	October 2019
Design Engineer - 3KWTP Process Advisory Assistance	WQTS	DSPA		\$98,460.00	\$100,000	
ECI Contractor - 3KWTP Pre-Construction & Construction Services	Alder Construction	Agreement	8-Nov-18	\$0.00	\$0	
<i>Pre-Construction Services</i>		Amendment No. 1	8-Nov-18	\$183,500.00	\$200,000	
<i>Pre-Construction Services</i>		Amendment No. 2	18-Jul-19	\$61,336.00	\$100,000	
<i>Pre-Construction Services</i>		Amendment No. 3	15-Aug-19	\$82,374.00	\$100,000	
<i>Off-site Improvements Ph 1 GMP</i>		Amendment No. 4	15-Aug-19	\$2,400,000.00	\$2,400,000	
<i>Construction Mitigation & Demolition GMP</i>		Amendment No. 5	2-Sep-19	\$2,530,650.00	\$2,500,000	
<i>3KWTP Construction GMP</i>		Amendment No. 6	21-Nov-19	\$77,500,000.00	\$77,000,000	November 2019
<i>3KWTP GMP Contract Adjustment (Time Only, No Cost)</i>		Amendment No. 7	1-May-20	\$0.00	\$0	
<i>Off-site Improvements Ph 2 GMP</i>		Amendment No. 78			\$6,000,000	June 2020
3KWTP Construction Engineering Services	TBD	DSPA	5-Dec-19	\$6,500,000.00	\$6,500,000	December 2019
3KWTP Geotechnical Engineering Services	TBD	DSPA			\$25,000	January 2020
3KWTP Materials Testing & Inspections	TBD	DSPA			\$750,000	January 2020
3KWTP Special Inspections	TBD	DSPA			\$50,000	January 2020
3KWTP Energy Modeling & Building Commissioning	Van Boerum Frank & Assoc.	DPSA	31-May-18	\$44,174.00	\$50,000	
<i>Building & Mechanical Commissioning Services</i>		First Addendum	27-Feb-20	\$70,650.00	\$75,000	February 2020
Public Art in the Community	TBD	DSPA			\$300,000	July 2020
Design Engineer - 3KWTP Off-Site Improvements	Bowen Collins & Associates	DPSA	8-Nov-18	\$755,000.00	\$800,000	
<i>Construction Engineering - Off-Site Improvements Ph 1</i>		First Addendum	15-Aug-19	\$205,000.00	\$200,000	
<i>Construction Engineering - Off-Site Improvements Ph 2</i>		Second Addendum			\$200,000	June 2020
<i>Construction Engineering - Empire Tank Replacement</i>		Third Addendum			\$50,000	June 2021
Empire Tank Replacement - Construction	TBD	C/A			\$650,000	March 2021
Empire Tank Replacement - Materials Testing	TBD	DSPA			\$25,000	March 2022
Judge Tunnel & Empire Tank Communications System	TBD	C/A			\$325,000	March 2023
3KWTP Building Permit Fee Waiver	TBD				TBD	
3KWTP Annual Operations and Maintenance Budget	NA				\$2,000,000 per year	Fiscal Year 22
TOTALS				\$99,964,053	\$107,050,000	

Notes

- Dollar amounts shown in the estimated contract amount column are based on the best available information and are subject to change based on many factors such as scope change, project approach change, price inflation and other similar factors.
- The list of future contracts is estimated and some may be removed or added depending on the requirements of the project.

LEGEND:

- CC: City Council
- C/A: Construction Agreement
- CM/GC: Construction Manager/General Contractor
- DSPA: Design Service Professional Services Agreement
- TBD: To be Determined



City Council Staff Report

Subject: Recreation Advisory Board Parks Preservation
Application: LMC Amendment (PL-20-04555) | Rezone (PL-20-04556)
Authors: Tate Shaw, Assistant Recreation Director
 Bruce Erickson, Planning Director
Departments: Recreation and Planning
Date: August 4, 2020
Type of Item: Legislative – Land Management Code Amendment to Create a New Urban Park Zoning District and a Zoning Map Amendment to Rezone Five City Parks from Recreation Open Space to Urban Park Zoning

Summary Recommendation

Staff recommends the Council hold a public hearing and consider adopting Ordinance No. 2020-39 to create Land Management Code Chapter 15-2.26 for a new Urban Park Zoning District, and to re-zone five City-owned public parks—Rotary Park; Creekside Park; Prospector Park; City Park; and the North Municipal Golf Course—from Recreation Open Space to Urban Park Zoning.

Description

Applicant: Park City Municipal Corporation Recreation Advisory Board
Parcels: PCA-1001-D-X; PCA-108-C-X; CRKSD-2-X; PCA-3-3107-PC-X; SA-224-G-5-X; SA-235-1-X; SA-224-2-X; SA-265-A-X; SA-400-4-1-X; and SA-360-A-X
City Parks: Rotary Park; Creekside Park; Prospector Park; City Park; North Municipal Golf Course
LMC Sections: Enacts Sections 15-2.26-1; 15-2.26-2; 15-2.26-3; 15-2.26-4; 15-2.26-5
Existing Zoning: Recreation Open Space
Proposed Zoning: Urban Park District
Adjacent Land Uses: Single-Family Dwellings; Multi-Unit Dwellings; Open Space
Reason for Review: Land Management Code and Zoning Map amendments require Planning Commission recommendation and City Council action

Background

The community treasures Park City’s public parks. However, over time, there have been discussions about selling or transferring public parks for development purposes. To protect public parks for generations and to provide the community with a voice and a platform if public parks are ever considered for other uses, staff recommends the Council adopt Ordinance 2020-39, which creates a protective Urban Park Zoning District and rezones five public parks—Rotary Park, Creekside Park, Prospector Park, City Park, and the north Municipal Golf Course—from Recreation Open Space to Urban Park Zoning. Ordinance 2020-39 has been a collaborative work in progress for over three years.

March 2017: During Recreation Advisory Board (RAB) Visioning with City Council, Council asked RAB to form a sub-committee to research measures to protect public parks short of a third-party conservation easement. This was due to the recent protective easement that the City placed on the Library Field.

June 2018: During RAB Visioning with City Council, the Park Preservation Sub-Committee recommended additional protections of public parks through the development of a Local Parks Preservation Master Plan.

March 2019: The RAB Sub-Committee presented a draft [Local Parks Preservation Master Plan](#) (the draft Plan) to City Council. To protect important public parks for generations to come without requiring a third-party conservation easement, the draft Plan includes the following Voter Referendum language:

No sale, change of ownership or change in the ‘recreation and open space’ zoning of current Recreation Open Space Districts pertaining to the City-owned properties included in this Local Parks Preservation Plan, or changes in the intent of this Plan to protect park spaces shall be undertaken without an affirmative vote of four out of five City Council Members.

This vote must further be affirmed by 60% of the voters in a locally scheduled special election within 180 days of the Council’s decision.

Nothing in this provision shall affect bonds currently secured by the property or preclude or hinder the City using this property as security or collateral for future bonding, as long as the basic intent of maintaining recreation and open space is upheld.¹

The Voter Referendum language has precedence – it was applied during the preservation efforts of McPolin Farm in the [1995 Entryway Corridor Master Plan](#).

City Council was supportive of the efforts to develop the draft Plan, but recommended that the Recreation staff work with the Planning Department to clean up the Recreation Open Space Zoning District to further protect public parks.

Since **March of 2019**, Recreation staff, the RAB Sub-Committee, and the Planning Department have been reviewing the City’s Zoning Districts and determined that the best solution to protect unwanted development of parks would be to create a new Zoning District, the Urban Park District. The Urban Park District blends Protective Open Space and Recreation Open Space Zoning regulations and implements further protections that will support the draft Plan.

¹ If the Council approves Ordinance No. 2020-39 this evening, staff will amend the draft Local Parks Preservation Master Plan to include Voter Referendum language that is specific to public parks that have been rezoned to Urban Park District Zoning. Staff plans to bring the draft Plan to Council for ratification in the fall.

January 2020: City Council conducted a work session and expressed support for the creation of the Urban Park Zoning District. Council directed staff to bring the proposed Zoning District before the Commission for review and recommendation ([Staff Report](#); [Minutes](#), p. 2-3).

May 2020: The Planning Commission conducted a work session on the Urban Park Zoning District. The Commission recommended further review and more standards outlining Height, Setback, and other zoning regulations. ([Staff Report](#); [Minutes](#), p. 2-8).

July 2020: The Planning Commission unanimously forwarded a positive recommendation for City Council’s consideration to adopt Ordinance 2020-39 to create an Urban Park Zoning District and to rezone five City parks to Urban Park Zoning. The Commission wanted to ensure that their recommendations from the May work session were incorporated into the final redlines. The Commission specified that they wanted the Recreation Open Space Setback restrictions outlined in Land Management Code [§ 15-2.7-3](#), *Lot and Site Requirements*, and Height restrictions outlined in Land Management Code [§ 15-2.7-4](#), *Building Height*, to be included in the Urban Park District. The final redlines (Exhibit A, Attachment 1) reflect the Recreation Open Space Setback and Height restrictions for the Urban Park District. ([Staff Report](#); [Audio](#)).

Analysis

The Planning Commission recommends Land Management Code (LMC) and Zoning Map amendments to City Council for Final Action. LMC [§ 15-1-7](#). The purpose of the LMC in part is to promote the general health, safety, and welfare of the present and future inhabitants, Businesses, and visitors of the City. LMC [§ 15-1-2\(A\)](#). The LMC also implements the goals and policies of the Park City General Plan. LMC [§ 15-1-2](#).

[Goal 9 of the General Plan](#) is **Parks and Recreation** – *Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors* (p. 12).

[Objective 9A](#) is to “[m]aintain local recreation opportunities with high quality of service, exceptional facilities, and variety of options” (p. 13).

[Community Planning Strategy 9.3](#) is to “[c]ontinue long-range planning efforts to anticipate recreation needs of future generations” (p. 13).

As City staff and the Recreation Advisory Board developed a draft [Local Parks Preservation Master Plan](#) (the draft Plan), they identified five City-owned public parks that require additional protections from development to provide parks and recreation opportunities and to maintain these parks for future generations:

Park	Parcel	Acres
Rotary Park	PCA-108-C-X	2.82
Creekside Park	CRKSD-2-X	6.71
Prospector Park	PCA-3-3107-PC-X	4.67
City Park	SA-235-1-X	7.80
	SA-224-G-5-X	1.65
	SA-224-2-X	3.90
	SA-265-A-X	4.18
	SA-400-4-1-X	5.98
	SA-360-A-X	9.08
North Portion of the Municipal Golf Course	PCA-1001-D-X	57.02
	TOTAL	103.81

These five parks are currently zoned Recreation Open Space. Staff recommends creating Land Management Code Chapter 15-2.26, *Urban Park District*, to heighten protections and restrict future development (Exhibit A, Attachment 1). Additionally, staff recommends rezoning these five parks from Recreation Open Space to Urban Park Zoning to delineate these parks from other City-owned properties in the Recreation Open Space and Protected Open Space Zoning Districts (Exhibit A, Attachment 2).

Urban Park District Purpose

The purpose of the Urban Park District is to:

- A. promote the preservation of Historic Buildings, Structures, Sites, or Objects;
- B. preserve the vegetation and habitat of natural Areas;
- C. provide for careful review of low-intensity recreational Uses and environmentally-sensitive, non-motorized trails;
- D. establish and preserve districts for land Uses requiring substantial Areas of Open Space covered with vegetation that are substantially free from Accessory Buildings, Streets, and Parking Lots;
- E. permit recreational Uses and preserve recreation land;
- F. encourage parks, golf courses, trails, and other compatible public or private recreational Uses, and preserve and enhance park amenities; and
- G. encourage sustainability, conservation, and renewable energy.

Certain Uses that are Allowed or Conditional in the Recreation Open Space and Protected Open Space Zoning Districts are prohibited in the Urban Park Zoning District.

The *Uses* Section proposed to be enacted as LMC § 15-26.2-2 is more restrictive than Protected Open Space and Recreation Open Space Uses. For example, grazing of horses and livestock is an Allowed Use in the Protected Open Space and Recreation Open Space Zoning Districts, but is prohibited in the Urban Park Zoning District. Additionally, no ski tow ropes, ski lifts, ski runs, ski bridges, or ski-related accessory buildings are Allowed or Conditional Uses in the Urban Park Zoning District. Commercial stables, resort support commercial Uses, cemeteries, and nurseries are further prohibited. Staff-level Administrative Conditional Use Permits for small Parking Areas are heightened to Conditional Use Permits approved by the Planning Commission.

The Urban Park District creates a new Use: community gardens.

Rezoning five public parks from Recreation Open Space to Urban Park Zoning subjects the public parks to more restrictive zoning regulations and also to the Voter Referendum outlined in the draft Local Parks Preservation Master Plan. An Urban Park Zoning designation for these five public parks provides the Community with a voice if the parks are ever proposed for a different use.

Rezoning Rotary Park, Creekside Park, Prospector Park, City Park, and the North Municipal Golf Course sets these parks apart from other City-owned land zoned Recreation Open Space or Protected Open Space. The designation of Urban Park Zoning for these five public parks provides heightened Land Management Code regulations and protects these lands pursuant to the draft Local Parks Preservation Master Plan by providing Voter Referendum requirements so that the community has a voice should these specific public parks ever be proposed for other uses.

Current public parks considered for other uses are excluded from the Urban Parks Rezone.

The developers of the Park City Mountain Resort are negotiating with the City to purchase a portion of the City-owned golf course property for Right-of-Way realignment. This portion of the golf course is excluded from the areas proposed to be rezoned to Urban Park Zoning.

The City is considering the construction of a Senior Center in City Park. As a result, this area is excluded from the areas proposed to be rezoned to Urban Park Zoning.

Staff finds Good Cause for the proposed LMC Amendment and Zoning Map Amendment.

LMC [§ 15-15-1](#) defines *Good Cause* as “[p]roviding positive benefits and mitigating

negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and further the health, safety, and welfare of the Park City community.

Staff finds Good Cause for the creation of the Urban Park Zoning District and Zoning Map amendment to rezone five City parks to Urban Park Zoning because the new Zoning District reinforces the General Plan and will protect unparalleled parks and recreation opportunities for residents and visitors, maintain local recreation opportunities with high quality of service, exceptional facilities, and variety of options, and continue long-range planning efforts to anticipate recreation needs of future generations.

Next Steps: If the Council adopts Ordinance 2020-39, staff will amend the Local Parks Preservation Master Plan to reflect the new Urban Park Zoning District protections and will bring the Plan to the Council for ratification in the fall.

Department Review

The Recreation, Planning, Engineering, and Legal Departments reviewed this staff report and proposal.

Process

The approval of the proposed new zone and zoning map amendment by the City Council constitutes Final Action that may be appealed following the procedures found in LMC [§ 15-1-18](#).

Notice

On June 24, 2020, staff posted legal notice to the City and Utah Public Notice websites. Staff posted notice to three public places. On June 24, 2020, the *Park Record* published notice.

Public Input

No public input outside the public hearings has been provided.

Alternatives

- The Council may adopt Ordinance No. 2020-39;
- The Council may deny Ordinance No. 2020-39; or
- The Council may continue the discussion to a later date and direct staff to provide further research or information.

Exhibit

Exhibit A: Ordinance No. 2020-39

Attachment 1: Land Management Code Redlines

Attachment 2: Zoning Map Rezoning Five City Parks from Recreation Open Space to Urban Park Zoning

Ordinance No. 2020-39

AN ORDINANCE APPROVING A NEW ZONING DISTRICT TO BE KNOWN AS LAND MANAGEMENT CODE CHAPTER 15-2.26, *URBAN PARK DISTRICT*, AND A ZONING MAP AMENDMENT TO REZONE ROTARY PARK, CREEKSIDE PARK, PROSPECTOR PARK, CITY PARK, AND THE NORTH MUNICIPAL GOLF COURSE FROM RECREATION AND OPEN SPACE TO URBAN PARK DISTRICT ZONING

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah, to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City;

WHEREAS, the Land Management Code implements the goals, objectives, and policies of the Park City General Plan to maintain the quality of life and experiences for City residents and visitors;

WHEREAS, Goal 9 of the Park City General Plan states that Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors;

WHEREAS, Objective 9A of the Park City General Plan is to maintain local recreation opportunities with high quality of service, exceptional facilities, and a variety of options;

WHEREAS, Community Planning Strategy 9.3 of the Park City General Plan is to continue long-range planning efforts to anticipate recreation needs of future generations;

WHEREAS, the City Council asked the Recreation Advisory Board to research measures to protect certain City parks short of a conservation easement and the Recreation Advisory Board recommended the creation of a new Zoning District;

WHEREAS, the Recreation Advisory Board created a draft Local Parks Preservation Master Plan to further protect City parks;

WHEREAS, the Local Parks Preservation Master Plan requires a Voter Referendum in order to change the use of certain City parks that are zoned as Urban Parks;

WHEREAS, the Recreation Department and Planning Department collaborated to develop a new Urban Park Zoning District to be codified in Land Management Code Chapter 15-2.26 to protect City parks and to delineate City parks subject to the Voter Referendum;

WHEREAS, Rotary Park, Creekside Park, Prospector Park, City Park, and the North Municipal Golf Course are rezoned from Recreation Open Space to Urban Park Zoning;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing at the regularly scheduled meeting on July 8, 2020;

WHEREAS, on July 8, 2020, the Planning Commission forwarded a positive recommendation for City Council's consideration;

WHEREAS, the City Council duly noticed and conducted a public hearing at the regularly scheduled meeting on August 4, 2020.

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

SECTION 1. LAND MANAGEMENT CODE CHAPTER 15-2.26, URBAN PARK DISTRICT. The recitals above are incorporated herein as findings of fact. Chapter 15-2.26 of the Land Management Code of Park City is hereby adopted as indicated in Attachment 1.

SECTION 2. ZONING MAP AMENDMENT. The recitals above are incorporated herein as findings of fact. The Zoning Map is hereby amended as indicated in Attachment 2.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 4th day of August 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

1 **Attachment 1**

2 **15-2.26 Urban Park District**

3 **15-2.26-1 Purpose**

4 The purpose of the Urban Park Zoning (UPZ) District is to:

- 5 A. promote the preservation of Historic Buildings, Structures, Sites, or Objects;
- 6 B. preserve the vegetation and habitat of natural Areas;
- 7 C. provide for careful review of low-intensity recreational Uses and environmentally-
8 sensitive, non-motorized trails;
- 9 D. establish and preserve districts for land Uses requiring substantial Areas of Open Space
10 covered with vegetation that are substantially free from Accessory Buildings, Streets,
11 and Parking Lots;
- 12 E. permit recreational Uses and preserve recreation land;
- 13 F. encourage parks, golf courses, trails, and other compatible public or private recreational
14 Uses, and preserve and enhance park amenities; and
- 15 G. encourage sustainability, conservation, and renewable energy.

16 **15-2.26-2 Uses**

17 Uses in the UPZ District are limited to the following:

- 18 A. ALLOWED USES.
 - 19 1. Conservation Activity
 - 20 2. Food Truck Locations⁴
- 21 B. ADMINISTRATIVE CONDITIONAL USES.¹
 - 22 1. Trail and Trailhead Improvement
 - 23 2. Outdoor Recreation Equipment
 - 24 3. Essential municipal public utility Use, service, or Structure less than 600 sq. ft.

25 4. Accessory Building, less than 200 sq. ft.

26 5. Outdoor Event, outdoor music

27 6. Temporary Improvement

28 7. Anemometer and Anemometer Towers

29 C. CONDITIONAL USES.

30 1. Essential municipal public utility Use, service, or Structure 600 sq. ft. or greater

31 2. Accessory Building, 200 sq. ft. or greater, not to exceed 600 sq. ft.

32 3. Recreational outdoor lighting

33 4. Community gardens

34 5. Recreation Facility, Public

35 6. Recreational Facility, Commercial

36 7. Golf course

37 8. Recreational sports field and courts

38 9. Skateboard park

39 10. Public and Quasi-Public institution, education, park, plaza, Structure for public
40 assembly greater than 600 sq. ft.

41 11. Child Care Center

42 12. Vehicle Control Gates²

43 13. Surface Parking Area with five (5) or more spaces

44 14. Telecommunications Antenna³

45 15. Fences greater than six feet (6') in height from Final Grade

46 16. Small Wind Energy Systems

47 D. PROHIBITED USES. Any Use not listed above as an Allowed or Conditional Use is a
48 prohibited Use.

49 ¹ Subject to an Administrative Conditional Use permit

50 ² Subject to Section 15-4-19, Review Criteria For Vehicle Control Gates

51 ³ Subject to Section 15-4-14, Telecommunication Facilities

52 ⁴ The Planning Director or his or her designee shall, upon finding a Food Truck Location in compliance
53 with Municipal Code of Park City Section 4-5-6, issue the property owner a Food Truck Location
54 administrative approval letter.

55 **15-2.26-3 Lot And Site Requirements**

56 All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot,
57 district, or public Right-of-Way.

58 **A. FRONT, SIDE, AND REAR SETBACK EXCEPTIONS.** Fences, walls, stairs, paths,
59 trails, sidewalks, patios, driveways, Ancillary Structure, approved Parking Areas, and
60 Screened mechanical and utility equipment are allowed as exceptions in the Front, Side,
61 and Rear Setbacks.

62 **15-2.26-4 Building Height**

63 No Structure may be erected to a height greater than twenty-eight feet (28') from Existing
64 Grade. This is the Zone Height.

65 **A. BUILDING HEIGHT EXCEPTIONS.** To allow for a pitched roof and to provide usable
66 space within the Structure, the following height restrictions may apply:

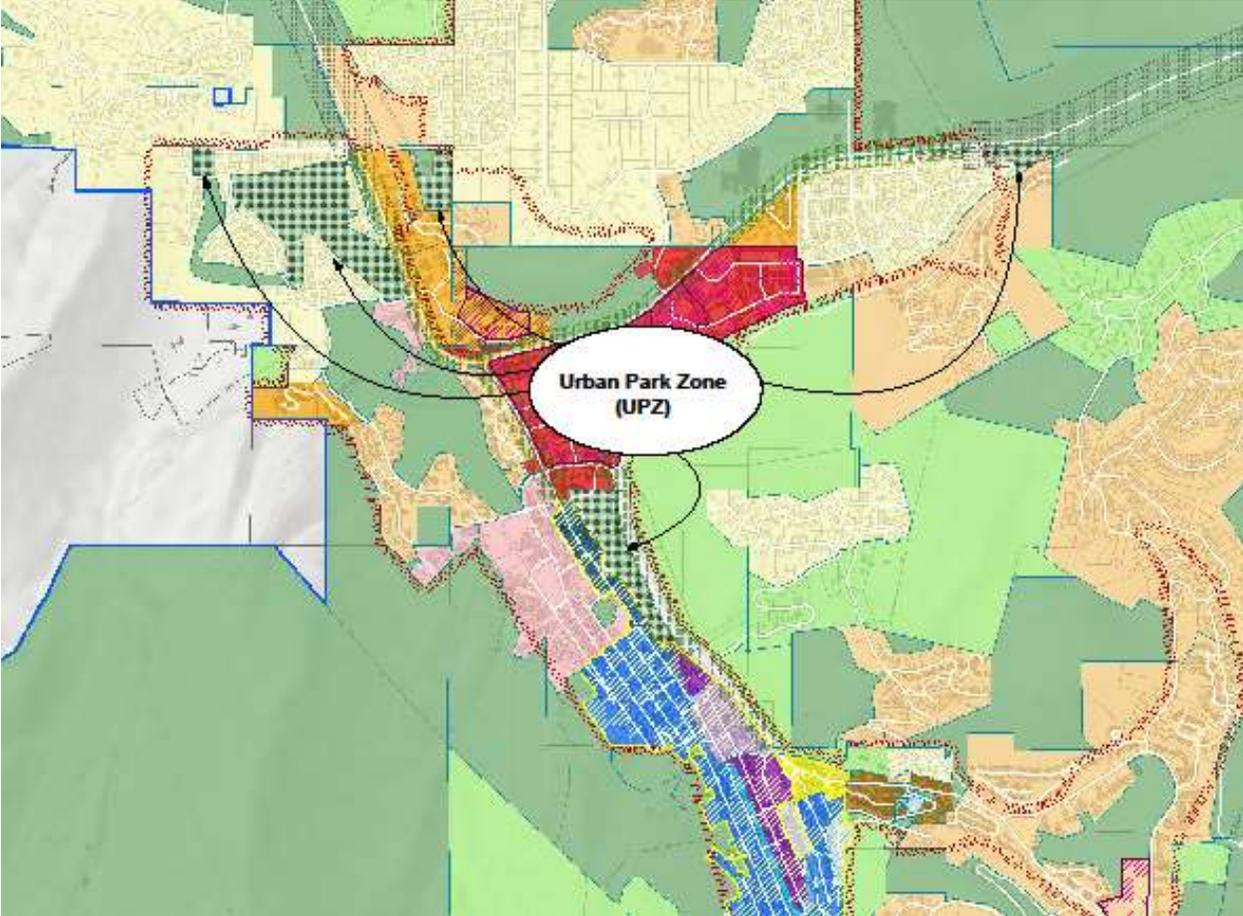
- 67 1. A gable, hip, Barrel, or similar pitched roof may extend up to five feet (5') above
68 the Zone Height, if the roof pitch is 4:12 or greater.
- 69 2. An antenna, chimney, flue, vent, or similar Structure may extend up to five feet
70 (5') above the highest point of the Building to comply with International Building
71 Code (IBC) requirements.
- 72 3. Water towers, mechanical equipment, and associated Screening, when enclosed
73 or Screened, may extend up to five feet (5') above the height of the Building.

- 74 4. Anemometers and Anemometer Towers used to measure wind energy potential
75 for future Wind Energy Systems may extend above the maximum Zone Height
76 subject to a visual analysis and Administrative Conditional Use approval, see
77 Section 15-2.7-8.
- 78 5. Wind turbines may extend above the maximum Zone Height subject to a visual
79 analysis and Conditional Use approval by the Planning Commission of a Small
80 Wind Energy System. Height is measured from Natural Grade to the tip of the
81 rotor blade at its highest point, see Section 15-2.7-9.

82 **15-2.26-5 Related Provisions**

- 83 • Fences and Walls. LMC § 15-4-2.
- 84 • Satellite Receiving Antenna. LMC § 15-4-13.
- 85 • Parking. LMC Chapter 15-3.
- 86 • Landscaping. Title 14; LMC § 15-3-3(D).
- 87 • Lighting. LMC § 15-3-3(C) and § 15-5-5(J).
- 88 • Historic Preservation. LMC Chapter 15-11.
- 89 • Park City Sign Code. Title 12.
- 90 • Architectural Design. LMC Chapter 15-5.
- 91 • Snow Storage. LMC § 15-3-3(E).

Attachment 2 – Zoning Map Rezoning Five City Parks from Recreation Open Space to Urban Park Zoning



Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: David Everitt

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Sign a Second Addendum to the Professional Services Agreement between Park City Municipal Corporation and Lake|Flato Architects for Additional Architecture and Engineering Design Services, Not to Exceed \$633,000.00, for a Cumulative Contract Amount of \$1,878,000, plus up to \$30,000 in Reimbursable Expenses

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Lake Flato Second Addendum Staff Report](#)

[Exhibit A: Arts and Culture Design Services RFP 11-2017](#)

[Exhibit B: Lake/Flato Proposal - 12-2-2017](#)

[Exhibit C: Lake/Flato Original Agreement 6-15-2018](#)

[Exhibit D: Staff Report for First Addendum Approval to Lake/Flato Agreement](#)

[Exhibit E: Lake/Flato Agreement First Addendum - 1-29-2020](#)

[Exhibit F: Lake/Flato Agreement Proposed Second Addendum](#)

[Exhibit G: Proposed Additional Scope for Second Addendum](#)



City Council Staff Report

Subject: Park City Arts and Culture District Architecture and Engineering Design Services: Second Addendum to Professional Services Agreement
Author: David Everitt
Department: Executive
Date: August 4, 2020
Type of Item: Administrative

Recommendation

Authorize the City Manager to sign a second addendum to the Professional Services Agreement between Park City Municipal Corporation and Lake|Flato Architects for additional architecture and engineering design services, not to exceed \$633,000.00, for a cumulative not to exceed contract amount of \$1,878,000, plus up to \$30,000 in reimbursable expenses as described in Section 8 of the additional scope.

Executive Summary

In 2017, Park City Municipal Corporation (“City”), Sundance Institute, and the Kimball Art Center (collectively “Partners”) agreed to develop the Park City Arts and Culture District (“District”) in the Bonanza Park area. The Partners selected Lake|Flato Architects (“LFA”) to coordinate master planning, and the City also contracted with LFA to design the City-managed facilities within the District (“Original Agreement”).

LFA worked closely with the Partners’ design teams to draft a Master Planned Development application (“MPD”) to submit to the Park City Planning Department for approval, and simultaneously worked through designs and programming for the City’s buildings within the District, including partial schematic designs, renderings, and concepts for exterior and interior uses. The City Council previously approved a first addendum to LFA’s original agreement with the City (“First Addendum”) to account for delays, produce additional high-quality renderings, and perform analysis of pedestrian/bike connections to the west.

This proposed second addendum takes design and development further in anticipation of eventual construction. The City is at the point where the design team figures out where to locate plumbing infrastructure, what the audiovisual needs are, and what the plan is for exterior lighting, to name but a few of the proposed scope elements that are part of detailed design programming and interior schematics. These are for the City-developed buildings primarily but will be developed in coordination with the Partners in the context of the overall District site plan. This second addendum also authorizes the creation of site demolition bid package documents, additional site utility work (water, sewer, and dry utilities), and authorizes work on further refinements to the MPD application ahead of and during the application process.

Background

On November 15, 2017, the City, in partnership with the Kimball Art Center and the Sundance Institute, issued a request for proposals for architectural and engineering design services for the proposed Park City Arts and Culture District mixed-use development. (See Exhibit A.) LFA submitted the winning proposal (Exhibit B) and was awarded the initial contract for services that included site planning, initial preparation of a Master Planned Development application for submission to the City Planning Department, and partial schematic designs for the City-managed buildings in the District. (See Exhibit C.)

The City Council approved an addendum to LFA's agreement with the City on January 30, 2020, which allowed LFA to continue with MPD preparation, generate more detailed renderings, and perform initial analysis and design of a pedestrian bridge option. (See Exhibits D and E.) It was always expected that as design progressed, additional addenda would be presented to the City Council for consideration.

Analysis

Simultaneous to finalizing the MPD application, the next step in the process for creating the District moves design and planning into a more detailed phase and prepares the site for new construction. The proposed addendum ("Second Addendum") (See Exhibit F) advances the planning for the District by a) completing architectural schematic design as well as completing the detailed programming effort to identify future interior finishes; b) coordinating wet and dry utility connections; and c) creating a demolition package for bidding purposes. It also includes updating the traffic impact study, schematic design pricing, and MPD refinements as needed through the MPD application and review process. (See Exhibit G for additional scope details.)

Interior Schematic Design. Complete interior schematics were part of LFA's original proposed scope but were excluded from the approved Original Agreement. Once those are finished, LFA can move into the design development phase as part of a future Architect's Agreement, which will produce more detailed building plans including materials, electrical and plumbing systems, and structural engineering. These plans are the basis for creating construction documents for bidding purposes.

Utility Siting. LFA will continue to coordinate utility connectivity, which includes working with the City's Public Utilities and Public Works Departments along with the Snyderville Basin Water Reclamation District, Rocky Mountain Power, CenturyLink, and other utility providers to identify and properly site utility connections so as to minimize potential conflicts in the future. This process began already in part because the Utah Department of Transportation will resurface SR248 in spring/summer 2021, and any utility connection construction affecting that roadway must be completed prior to that time.

Demolition Package. The demolition package is a set of documents that LFA would assemble so that construction firms may bid on the work. Preparing these ahead of final approval of the MPD would allow the pre-construction work to commence in a timelier manner, which would reduce the overall construction schedule. The design and planning team is confident that any potential changes that the Planning Commission may require for the MPD would not substantially affect utility siting and the demolition plan.

The requested addendum includes the following in Scope A.2:

1. Detailed programming
2. MPD document update and extension #2
3. Traffic impact study update
4. Interior schematic design
5. Site utility tap diagram
6. Sewer design and line extension coordination with the Snyderville Basin Water Reclamation District
7. Site demolition package
8. Schematic design pricing

This proposal includes a slight increase in billing rates generally. The fees provided in 2017 as part of the original proposal assumed that completion of schematic design and development design would occur in the 2019 calendar year. LFA and their subcontractors have experienced an increase in overall overhead and fee inflation of 4%, which is consistent with market averages. This inflation rate is only being applied to the fees for schematic design completion and design development at this time.

Overall, LFA's fees and charges appear reasonable, considering in particular the expanded scope of their duties beyond traditional building design to include area master planning and coordination with the District Partners' design teams. It is expected that their total fee for the project will come in around eight percent of the construction costs, which translates to approximately \$4-5 million given current construction estimates.

Once submitted, the MPD review process is estimated to take about 8-10 months. During that time, LFA will finish the schematic design phase, finalize utility siting, and develop pre-construction packages for bidding. Staff will return to the Council with a proposed Architect's Agreement during that time as well.

Funding Sources

The Park City Arts and Culture District is a public-private mixed-use development that aligns across critical community priorities. Funding comes from a variety of sources:

- The 1% municipal transient room tax;
- District Partners compensating the City for land costs;
- The City's Transit and Transportation Fund;

- The City's RDA housing pipeline funds (land and 20% construction) and a proposed future Park City Housing Authority Rent Revenue Bond (80% construction);
- The Capital Fund; and
- The General Fund.

Exhibits

- A. Request for Proposals for Architectural and Engineering Design Services (November, 2017)
- B. Lake|Flato Proposal for Services (December 2, 2017)
- C. Original Agreement for Professional Services with Lake|Flato (Dec. 21, 2017)
- D. Staff Report for Approval of First Addendum (January 30, 2020)
- E. Approved First Addendum (January 30, 2020)
- F. Proposed Second Addendum
- G. Proposed additional scope (Scope A.2) as part of Second Addendum



Park City Municipal Corporation
in partnership with
Sundance Institute and the Kimball Art Center

**Arts and Culture District Mixed-Use Development
Project**

Request for Proposals
Architectural and Engineering Design
Services

Submittal deadline: By Friday, December 1, 2017, at 4:00 pm

Park City Municipal Corporation
Community Development Office
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
(435) 615-5177
Staff contact: Anne Laurent
Email: anne.laurent@parkcity.org
RFP Website: <http://www.parkcity.org>

**NOTICE OF REQUEST FOR PROPOSALS FOR ARCHITECTURAL
AND ENGINEERING DESIGN SERVICES**

Park City Municipal Corporation (“PCMC”) in partnership and collaboration with Sundance Institute and the Kimball Art Center, is seeking the services of a qualified design team to prepare design, engineering, and construction drawings for the following project:

Arts and Culture District Mixed-Use Development Project

RFP AVAILABLE:

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

PROPOSALS DUE:

Proposal submittals must be received **by e-mail by 4:00 pm on Friday, December 1, 2017**, at: anne.laurent@parkcity.org.

PROJECT LOCATION: Bonanza Park, Park City Utah, more particularly described as parcel numbers PSA-46-A, PSA-46-RE-B, PSA-46-RE-C, PSA-46-RE-D, KBC-A, KBC-B, PCA-110-G-1, PCA-110-G-2-A, and PCA-110-G-3.

OWNER/CONTACT: Anne Laurent, Community Development Director
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing no later than Monday, November 27, 2017, by 5:00 p.m. via e-mail to: anne.laurent@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 or the City) in partnership and collaboration with Sundance Institute (SDI) and the Kimball Art Center (KAC) as the primary anchor owner-occupants, seeks proposals for survey, platting, architecture, engineering, and construction administration services for an Arts and Culture District mixed-use project property currently under contract in the Bonanza Park area as well as the surrounding public roads and accesses. 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, or partnered with architects licensed in Utah, to act as the Primary Architect for the project.



While Park City has hosted the Sundance Film Festival since 1985 and the Kimball Arts Festival since 1976, the City Council, led by outgoing Mayor Jack Thomas (an architect by profession), embarked to cement the City's place as a center for arts and culture for future generations. In July 2017, PCMC signed letters of intent with SDI ([Letter of Intent - Sundance Institute](#)) and KAC ([Letter of Intent – Kimball Art Center](#)), and entered into a purchase agreement for 5.25 acres at the southwest corner of Kearns Blvd. and Bonanza Drive in Park City, Utah. There are some known goals and the consultant should expect to work closely with the Mayor, the community, and lead staff to create a successful vision for a community altering project. The SDI and KAC desire to locate their headquarter operations in the Arts and Culture District (District). In addition to new SDI and KAC facilities and amenities within the newly established A

District, PCMC intends to develop sub-grade and surface parking, a bus transit hub, multi-use open areas, and additional support retail, food and beverage facilities, housing, and potential other commercial uses that support the goals and priorities of the District. The following information is provided to offer an idea of the scale of the project; however, this information is also preliminary and conceptual and intended to change as the initial planning and programming of the site develops further.

- PCMC will build and own structured and surface parking to meet the needs of the new development.
- PCMC will build and own a bus transit facility on the site.
- SI, KAC, and PCMC have agreed to jointly design the new Arts and Culture District.
- The Master Plan Development and Plat Amendment process through the Planning Commission and City Council will conform to the height and design standards included within the General Plan, Land Management Code, and other relevant regulatory requirements.
- The new Arts and Culture District should complement Park City's Historic Main Street and Prospector Square, creating synergy with the City's many existing galleries and art and cultural offerings.
- PCMC will develop between 60,000 and 90,000 square feet of additional building space plus walkways, plazas, and outdoor amenities that contribute to the vibrancy of the new development.
- SI anticipates a new film festival headquarters that is approximately 40,000 to 50,000 square feet including exhibit, theater, and office spaces.
- KAC anticipates a new 30,000 to 40,000 square foot facility including gallery, studios, and office and entertaining space.

Arts and culture programs, services, and activities play an important role in a community's social and economic well-being. Activities may include festivals, live performances, films, exhibits, art education, public art, and social gathering. Additionally, the Arts and Culture District will be used year-round as a destination area for both tourists and local residents, have the ability to be transformed and used for special event activities, and be a net-zero energy development focused on the long term health of the community. Webb Management Services, Inc. was hired to research and inform refining and defining the new district goals, scope, and operational management strategy to incorporate into the design.

The City has conducted extensive community engagement and education efforts focused on gathering input on the community priorities in the Arts and Culture District area, which shall be incorporated into this design consultant's work products as outlined in the scope of work. 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”). The proposed building and site improvements lay 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 all improvements meet all of the requirements for the zone. PCMC will provide site survey information (available upon request) and conduct necessary platting approvals to identify a developable lot of record, concurrent to the design process. PCMC will also procure preliminary soil (geo-tech) and environmental information on the site. Design is required to address overhead power lines and options for site development based on soil conditions.

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. The City will initially contract with the selected proponent if awarded by the City Council for only Task 1 (Schematic Design and Design Development). At the end of Task 1, there is no assumption the City will proceed into Task 2 and 3 with the same consultant selected for Task 1. Task 2 and 3 fees should include percentages of the construction cost estimate at the completion of design development documents. If the City desires to proceed with Task 2 and 3 with the same consultant, the final fees will be finalized and a new contract based on the proposed fees will be awarded, at the discretion of the City Council and executed prior to the notice to proceed for Task 2 and 3. Although the design consultant awarded this contract will see the services for the entire site though Task 1 at a minimum, SDI and KAC will select and fund the final design of their buildings independently of the City either during or after the land use entitlements are approved. The award of this contract does not prohibit the selected firm from working with SDI or KAC.

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:

- All required Architectural/Engineering (Architecture, Structural, Survey, Civil, Mechanical, Plumbing, Electrical, Acoustic, Landscaping and Site Design, Interior Design, Sustainable/Net-Zero Design, and a Parking Structure Design) – Schematic Design through Construction Administration
- Master Planned Development and Plat Amendment Land Use Entitlements (Application through approval)
- Project Management of Design Services Team
- Public Outreach/Communications
- Integration of Arts & Culture District Consultant Goals and Findings
- Integration of the contracted Traffic, Transit, and Multi-Mode Study Goals and Findings connecting the project to the neighboring areas, Main Street, and the greater area trail system
- Integration of selected/commissioned Public Art
- Achieve Sustainability/Net-Zero through the City’s established ordinance ([link to resolution](#))
- Cost Estimating at each phase of the design

Anticipated Duration of Tasks

Task 1 (6-9 months)	Public Outreach, Concept, Schematic and Design Development Design Documents and Obtaining Land Use Entitlements
Task 2 (1 year)	Final Design, Construction Documents, and Building Permits
Task 3 (2-3 years)	Construction Administration

Task 1 – Project Management, Concept Design, Schematic Design, Design Development and Land Use Entitlements

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 KAC and SDI Boards 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).
- Detailed schedule for the document and land use entitlements

Deliverables:

- Agendas / Summaries weekly team meetings.
- Work Plan, including schedule showing all submittals.
- Schedule

Develop Concept and 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 subdivision / condo plat for the project in accordance with the Park City LMC.
- 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/General Contractor (CMCG) in the design and construction process, in coordination with the City, based on the service needed, abilities of the contractor, the uniqueness of the service, and the cost of the service, and general performance of the contractor.
- 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
- Subdivision Plat
- A final schematic design level estimate of probable costs for the entire project budget />including construction costs, soft costs, miscellaneous, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate three (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.

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.
- 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 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.
- Participation and presentation materials for public meetings including, but not limited to 3D renderings, models, fly-throughs.

Task 2 - Construction Document Development Tasks

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 and other owner's costs.
 - An updated project schedule.
 - 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 Park City, 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. Such drawings shall be provided for the City's general information only, and Architect shall not be responsible for errors or omissions in record drawings regardless of the source of information relied upon for the preparation of such drawings.

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 respondent 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 specific role. Briefly discuss the approach to team management and organization. Describe the firms' 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 Arts and Culture District Development Experience:** Provide information on similar or relevant art and culture development design projects that team members have executed. Describe the artistic vision and operational goals that influenced the design decisions. 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. Examples of recent previous work are 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.
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 respondent 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 respondent 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 (2) 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 respondent 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 respondent'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. Service Provider/Professional Services Agreement Statement. A copy of the City's standard Service Provider/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

The fee for Task 1 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

The fee for Tasks 1 of work will be done with a not to exceed total amount. The proposal must include a list of hourly billing rates for all personnel involved in the project for the Lead Consultant as well as Sub-Consultants in the case of addition of mutually agreed upon scope. A not-to-exceed fee (including estimated hours or a flat rate and any additional reimbursable expenses) proposal for Services shall be submitted as part of the proposal. The exact scope, timeline, deliverables, and not-to-exceed total will be negotiated with the selected Consultant Design Team prior to execution of the contract for Task 1.

The City will contract with the selected proponent at the discretion of the City Council for only Task 1. At the end of Task 1 Schematic Design, the City reserves the right at their complete discretion to proceed into Tasks 2 and 3 with the same consultant via a new negotiated contract, or procure a team through a new RFP/procurement process. Proposals shall include a Task 2 and 3 estimated fee proposal. Task 2 and 3 fees should include estimated percentages of sub-consultants of the total design fees. If the City desires to proceed with Tasks 2 and 3 with the same consultant, the fees will be negotiated and a new contract based on the proposed fees will be awarded and executed prior to the notice to proceed for Task 2 and 3.

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. Deviations from or exceptions to the terms and specifications contained within this RFP, if stipulated in a submittal, while possibly necessary in the view of the submitting respondent, may result in disqualification.

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 respondents.

During any interviews, respondents 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 respondents whose professional qualifications and proposed services are deemed most meritorious.

Negotiations, including the final scope of work, shall then be conducted with the respondent 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 respondent. Otherwise, negotiations with the respondent shall be formally terminated and the City will move on to the next respondent.

PCMC'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 respondent(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.

Proposals lacking required information will not be considered. If respondents utilize 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.

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed; responsiveness of the proposal to the requested scope of work.	15 percent
Qualifications/expertise of team members designing mixed use commercial design including arts and performance facilities, active outdoor spaces that are used flexible and programmable for special events and activities, transit and structured parking facilities.	35 percent
Qualifications/expertise of team members in net zero design.	15 percent
Expertise in following the Park City planning, building, and engineering approval processes.	5 percent
Experience completing successful projects in Park City / Summit County Projects or similar resort communities.	5 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	15 percent
COST	
Proposed Fee Schedule	10 percent

VII. Submittal Instructions

Proposal submittals must be received **by e-mail by 4:00 p.m. on December 1, 2017**, at: anne.laurent@parkcity.org . E-mails should be no larger than 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 parties.

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 respondent pursuant to UCA § 63G-2-309, as amended.

VIII. Tentative Schedule of Selection Process and Project:

1. Responses to the RFP deadline:	By 4 p.m. on December 1, 2017
2. Interview for Selected Respondents:	December 11 & 12, 2017
3. Selection of Firm:	Week of December 11, 2017
4. Finalize and Award Contract:	December 21, 2017
5. Notice to Proceed:	December 22, 2017
6. Schematic/Design Development:	Winter/Spring/Summer 2018
7. Secure Land Use Entitlements	Summer/Fall 2018
8. Construction Documents	Fall 2018 to Spring 2019
7. Break Ground	Spring 2019
8. Construction	Spring 2019 to Fall 2021

IX. Requests for Additional Information

Any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Anne Laurent, at anne.laurent@parkcity.org by no later than Monday, November 27, 2017, at 5:00 p.m. If you wish to receive a copy of all questions received and responses provided, please check the City website each Friday evening.

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

**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

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Park City Municipal Corporation in partnership with
Sundance Institute & the Kimball Art Center

ARTS & CULTURE DISTRICT MIXED USE DEVELOPMENT

LAKE | FLATO



MHTN
ARCHITECTS



December 2, 2017

Anne Laurent
Community Development Director
Park City Municipal Corporation
Park City, UT
anne.laurent@parkcity.org



MHTN
ARCHITECTS

LAKE | FLATO

311 THIRD STREET SAN ANTONIO TEXAS 78205
P 210.227.3335 WWW.LAKEFLATO.COM

Dear Ms. Laurent and Members of the Selection Committee,

We applaud you and your board for your enlightened approach at both bringing together complementary civic and cultural organizations to efficiently leverage a communal vision and effort into a larger arts district in a strategically important part of Park City. For the past 15 years, Lake|Flato has been instrumental in the creation of San Antonio's own dynamic civic district, the 23-acre Pearl Brewery, a project which recently was honored as a Urban Land Institute Global Awards for Excellence Winner. We enjoyed facilitating a design process where like-minded organizations, innovative developers, and the city work together to build a vibrant urban place. We see your vision for Park City's new Arts and Cultural District as one that will be equally transformative.

We have a great appreciation for Park City, a place where the arts and nature are celebrated equally. We feel our practice is particularly well suited to create buildings and landscapes that catalyze and support your transformational vision and net-zero aspirations. With more AIA Committee on the Environment (COTE) Top Ten awards than any other firm in the country, we bring a strong background in sustainable architecture that is rooted to its place we create, as well as a deep understanding for "scrappy" art spaces like the Midtown Arts & Theater Center Houston (MATCH) that create exciting, versatile spaces that are both exhilarating and timeless. We also have an appreciation for the Sundance Film Festival and have worked with Robert Redford on a few of his Sundance Theaters a number of years ago.

In an effort to create the strongest possible team for your project, we have partnered MHTN Architects of Salt Lake City to join us. MHTN's deep local experience and practical perspective will allow us to develop impactful, innovative spaces that are versatile for multiple venues, cost effective in their final execution, and celebrate the rich cultural heritage of Park City and Wasatch mountains.

We recognize that our process will include significant stakeholder and community engagement – locally, nationally, and internationally – as the reach of Park City's Arts community is significant. A new film festival headquarters will activate and enliven the district throughout the year, particularly during the festival each January. As the spaces must meet specific needs for festival entertainment, they must also meet the everyday needs of the local community members who will live, work and play there. Our commitment to you is that our architecture will be deeply rooted in your community and heritage. Place based architecture is realized as we listen to you, understand site and climatic influences and seek resolution with an approachable architecture, woven into the fabric of the community.

We see the new Arts and Cultural District as a 'community altering' vision; a place that is flexible, adaptable, and constantly evolving. We are excited to work with you on this pivotal new addition to the community and the landscape of Park City, and look forward to discussing in more detail how we can help you achieve your goals for a dynamic and beautiful new home.

Sincerely,

Ted Flato, FAIA
Partner, Lake|Flato

Brent Agnew AIA, NCARB
Partner, MHTN



STATEMENT OF QUALIFICATIONS & SUPPLEMENTAL INFORMATION



Pearl Brewery Civic District - San Antonio, TX
Community amphitheater hosting year round movies, festivals, and live music

STATEMENT OF APPROACH

At Lake|Flato, our teaming strategies focus on nurturing an environment of collaboration. Our work is not the result of a single signature person; it is the result of an **integrated and collaborative design process that seeks out synergies between the competing demands, opportunities, and challenges of a project.**

LAKE|FLATO + MHTN

Lake|Flato and MHTN are **national leaders in the design of communal art space, collaborative work space, civic planning, and transformative adaptive reuse projects.** With experience throughout the country, we understand the type of spaces, the quality and diversity of spaces, the programmatic requirements and sense of community that is required to foster the vibrant environment you are striving to create.

Lake|Flato's national reputation for sustainable, civic and place based architectural design paired with MHTN's local knowledge, proven success in Park City, and planning expertise make us an optimal fit for your project aspirations.

TEAM ORGANIZATION

For Task 1, Lake|Flato will serve as Lead Architect and will hold the contract with the owner, serving as the primary designer and thought leader. MHTN will work intimately with Lake|Flato to provide planning insight and contextual expertise with consistent participation in the design process. We built this team to holistically serve the project through all three tasks, with MHTN serving as the Lead Architect for Tasks 2 and 3 to leverage their extensive construction expertise and regional presence. Lake|Flato will continue to be a significant presence throughout all three tasks. Ryan Jones will be the owner's primary point of contact of Task 1.

INTEGRATED DESIGN PROCESS

A collaborative and evolutionary process lies at the heart of every successful project. Our team will employ an integrated design approach that seeks to build upon the collective wisdom of each team member, beginning at the especially crucial early stages of the design process. We advocate for an interactive process that utilizes transparent and collaborative methods to incorporate the client group, design team, user groups, surrounding community, and your other stakeholders to reach solutions which reflect the richness of thought

involved in shared creativity. This project will represent the best of our combined professions and be an exemplary model for collaboration and success.

Our management strategy will focus on Teamwork, Design Excellence, and Quality of Service:

We understand the importance of open and frequent communication, and the positive impact that it has on a successful project.

- We focus on resolving issues, rather than defending a position.
- We will proactively address issues before they become obstacles.

ACTIVE TEAMING

Lake|Flato, MHTN and the rest of our consulting team will form an integrated project studio in Salt Lake City at MHTN's office. Active Teaming is a collaborative commitment to engaging you, your constituents, and our consultant team face to face on a frequent basis to increase communication and interaction in a personal manner. We prioritize side by side collaboration over digital collaboration, but are well versed in using web-meeting and software based collaboration tools to increase communication and interaction between partners.

UNDERSTANDING OF WORK & OUTLINE

Park City, Sundance, and Kimball are internationally recognized brands for arts and culture and this new district will be a pilgrimage worthy hub of activity. By connecting people to each other and to the natural world through architecture that is rooted in its place our team will reinforce your local and international community, identity, and collaboration.

Schedule: Flexible and adapts to change

Please see the included preliminary Workplan for the schedule outline and critical path items.

Critical Challenge: Engaging your diverse constituency and establishing a unified positive trajectory for the project

The first hundred days of the project are vital to establishing a trajectory for success. We flatten the traditional hierarchy and empower our partners and owner representatives to challenge us to identify creative solutions. We begin with a series of kick off meetings with core leadership and users to define 'why' this project is important to you and your constituents. We will discover and resolve inconsistencies, challenges, and opportunities by:

- Engaging diverse groups in search of synergy and mutual aspirations.

Critical Challenge: Sustainable Design is a process, not a destination

Our team will complete extensive site and environmental analysis in conjunction with the development of project aspirations and programmatic needs. To enrich our understanding of your spatial needs and the unique context of the site, we will employ an Integrated Design Charrette (IDC)/Deep Green Dive. This is a two-day collaborative and interactive workshop that engages a range of constituents and design team members with unique experiences, perspectives, and creativity. This charrette will

focus on sustainable strategies that offer the most significant benefits and opportunities to the programs and users of the new Arts and Culture District.

These early discussions and decisions will establish goals and benchmarks against which project success can be measured. It is crucial that this occurs early in the process when we have the greatest ability to reduce risk to the project budget, schedule, and overall design direction. From this, we will begin planning and conceptual design with continued emphasis on building performance and collaboration.

Critical Challenge: Contextual Integration & Responsibility

Our practice was founded upon the core belief that architecture must be rooted to its place, connecting people to the power of community and the wonder of the natural world. Lake|Flato leverages these collaborative values to create long-lived, flexible and adaptive spaces that are simple, elegant, and beautiful responses to both human and environmental needs. Our greatest goal is for our work on your site to feel inevitable.

Critical Challenge: Transform a banal site into a vibrant community and first impression

The future home of PCMC, SDI, and KAC is uniquely sited in a place where it will be highly visible and accessible, providing an opportunity for the public to actively engage with the building, and vice versa. This approach begins with collaboration amongst the design team, owners, stakeholders and users, and includes a thorough assessment of opportunities and a skilled alignment of financial resources with practical design.

The intersection at Bonanza and Kearns is a pivotal moment in creating first and last impressions of Park City. It should be welcoming, memorable, and representative of the collaboration of Park City Municipal Corporation, Sundance Institute, and Kimball Art Center. Specific attention should be placed on transit, pedestrian, and bike accessibility, such as reinforcing the adjacent Rail Trail. Buildings and the spaces between them are equally important in shaping a vibrant and active community. A careful study of human scale, regional vernacular, and materials is deeply rooted in our design process.

Critical Challenge: Balancing extraordinary events and their impact on day to day life

The district's day-to-day ability to adapt and facilitate fluctuations in activity will be deeply embedded in the planning and design. As it flourishes, so should the connections to the surrounding context and properties. Our work at the Pearl Brewery is a successful example of how architecture can scale to support both the community and the city.

MIXED USE DEVELOPMENT **ARTS & CULTURE DISTRICT**

A new headquarters facility for each of your groups is an incredible opportunity to celebrate the convergence of design and creativity, technology and entertainment, business and sustainability. On so many levels, this project is pivotal because it will represent your ideals and embody your brand. And as an addition to the built environment, it has the opportunity to leverage the interdependent relationship between building and place.

Lake|Flato + MHTN bring extensive experience in not only office buildings and headquarters, but also flexible events spaces that encourage mingling amongst diverse groups and transition seamlessly from indoors to outdoors.

Our national award-winning Armstrong Oil and Gas Headquarters in Denver was designed to embody a fresh identity for an established local business, while our LEED Gold Livestrong Foundation Headquarters in Austin — a COTE Top Ten Project — features open, collaborative spaces with ample natural light. Our recently completed Austin Central Library is a hub of community activity that boasts a richness of co-mingled technology and integrated works that parallel the broad range of patrons that interact with the library, its numerous services, and each other.

We envision a diverse community and civic destination where people will be drawn from their vehicles, feel safe in their environment, and have access to a variety of amenities and linkages to living and working. Our master plan for the Pearl Brewery Civic District was designed and executed to create a vibrant community district and catalyst for surrounding areas while providing a powerful synthesis of retail, culinary, live/work, housing, and outdoor recreation space.

The common linkage between these projects is that they preserve and enhance the unique character of their specific sites and existing facilities while seeking to make the outdoors an integral part of the experience. Our leadership in urban place-making gives us the inherent understanding of the challenges and existing opportunities that must be leveraged to secure the new district's success as a synergistic cultural and social destination.

RELEVANT MIXED USE/CATALYTIC URBAN DESIGN

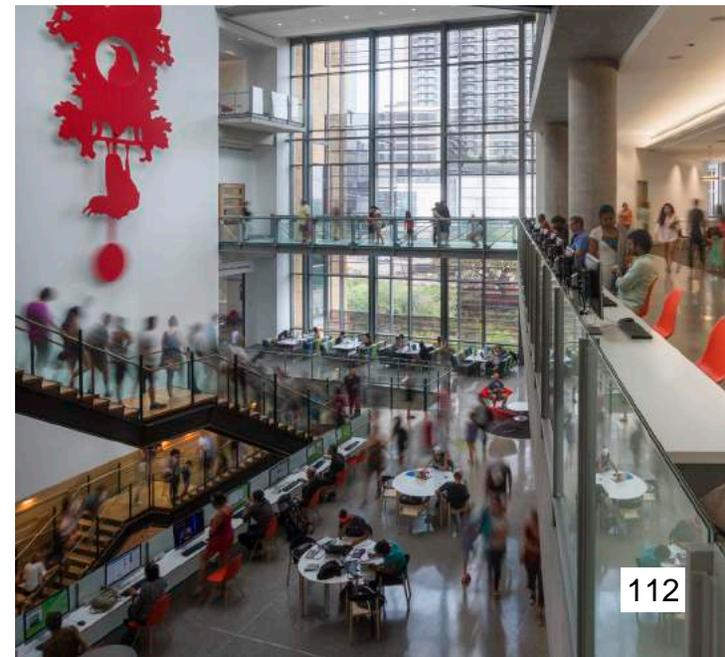
- Pearl Brewery Redevelopment, San Antonio TX
- 1221 Broadway Development, San Antonio TX
- Woodinville Wine Village, Woodinville WA
- Camana Bay Mixed Use Development, Cayman Islands
- Music Lane Mixed Use Development, Austin TX
- Livestrong Foundation Headquarters, Austin TX
- Sylvan Thirty Mixed Use Development, Dallas TX
- St. Vincent Mixed Use Development, Austin TX
- Alamo Beer Brewery, San Antonio TX
- Eightfold Mixed Use Development, Austin TX
- Treehouse, Dallas TX
- Armstrong Oil & Gas Headquarters, Denver CO
- Austin Central Library, Austin TX
- EPICenter, San Antonio TX
- Yeti Headquarters, Austin TX
- Main Plaza Civic Space, San Antonio TX
- Midtown Miami Mixed Use Development, Miami FL
- Desert Pearl Inn Redevelopment, Springdale UT



Armstrong Oil & Gas Headquarters- Denver, CO



Livestrong Foundation Headquarters - Austin, TX



Austin Central Library (right) is a hub of community activity boasting shared conferencing, art gallery and flexible event space.

ARTS & CULTURE DISTRICT MIXED USE DEVELOPMENT

The Lake|Flato + MHTN team's diverse portfolio of arts-related projects demonstrates our commitment to creating culturally enriching and vibrant destinations. From our work with arts and arts education facilities we understand the programmatic requirements, the quality and diversity of light, the need for flexible and adaptable infrastructure, the evolving needs for technology, and inspirational qualities required to enhance the creative process by facilitation dialogue and collaboration.

The Lake|Flato team is currently collaborating with The Museum of Fine Arts Houston and Steven Holl in development of a new vision for the Houston Arts District and have started construction on the new Conservation Center that unifies a wide range of museum functions. The Conservation Center will be the first mass timber building built in Texas. Our past and continued work on the implementation of the University of Texas Art District Master Plan resulted in the complete transformation of their Visual Arts Center where we transformed a banal and forgotten building into an iconic and memorable experience. The Cynthia Woods Mitchell Center for the Arts wove a deep understanding of the process required in moving the performing arts from idea to execution with emphasis on rehearsal and event space. With similar projects in Arizona, New Mexico, and Illinois, we understand the intricacies of art groups across the country and feel our ability to listen, understand, translate, and build consensus is a uniquely valued skill set for your project needs.

We envision a lively, interdisciplinary, and collaborative arts community deeply integrated with one another and outwardly expressing their work and passions into the public realm. Our Midtown Arts and Theater Center Houston (MATCH) project was designed in collaboration with ten different art groups representing music, dance, theater, children's theater, film, and the visual arts. Understanding and coordinating each group's distinct needs, enabling those needs to grow and evolve in balance with one another, and providing each with the opportunity to express their individual identity within the combined vision of a new arts & culture district were key challenges we resolved in our process and design. MATCH has strengthened the regional art community and given the broader public a destination for experiencing the diverse artistic world.

RELEVANT ARTS/CULTURAL WORK

- Midtown Arts and Theatre Center Houston, Houston TX
- Museum of Fine Arts Houston Center Conservation Center, Houston TX
- The Witte Museum Master Plan and Addition, San Antonio TX
- UT Art District Master Plan, Austin TX
- UT Austin Visual Arts Center Renovation, Austin TX
- Knox College Whitcomb Art Building, Galesburg IL
- New Mexico School for the Arts, Santa Fe NM
- UH Cynthia Woods Mitchell Center for the Arts, Houston TX
- UT Harry Ransom Research Archives & Museum, Austin TX
- Southwest School of Art Master Plan, San Antonio TX
- Briscoe Western Art Museum, San Antonio TX
- Children's DoSeum San Antonio, TX
- ASU Polytechnic Academic Art Building, Mesa AZ
- San Antonio Museum of Art Cowden Gallery, San Antonio TX
- Rockport Center for the Arts Master Plan, Rockport TX



Museum of Fine Arts Houston Conservation Center - Houston, TX



University of Texas Visual Arts Center - Austin, TX *After*



Before

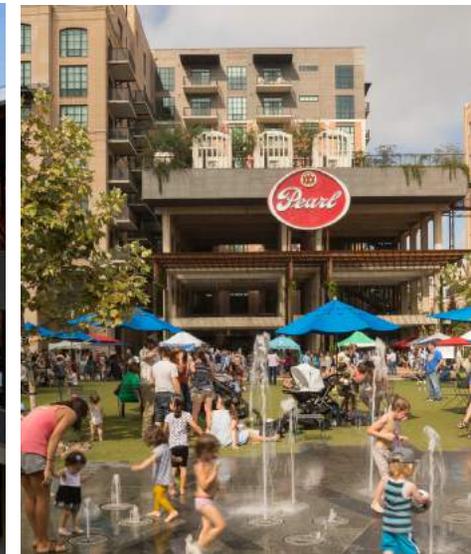


Cynthia Woods Mitchell Center for the Arts - Houston, TX

PEARL BREWERY CIVIC DISTRICT MASTER PLAN

SAN ANTONIO, TEXAS

Located adjacent to the San Antonio River north of downtown, the mixed-use private development seeks to maintain the identity of the old historic brewery while creating a new identity with new uses. The site has been transformed into a self-sufficient mixed-use “village” that features a rich mix of new residents, small businesses, retail, and non-profits while emphasizing community, conservation, and local economic development. **This is a new community meeting ground where visionary private development and public space came together to create a vibrant urban destination.** Inherent in the project’s vision is a vibrant pedestrian oriented community that reflects the unique character and culture of San Antonio. The design of the internal infrastructure has been carefully scaled and detailed and the multi-phase development began with the re-purposing of existing buildings. In association with RVK Architects



size 846,00 sq. ft.; 26 acres total

Office	121,500 sq. ft.
Retail	53,300 sq. ft.
Dining	56,100 sq. ft.
Academic School	30,600 sq. ft.
Civic & Meeting Space	17,900 sq. ft.
Residential	410,600 sq. ft.
Hotel	156,300 sq. ft.
Amphitheater, parks & open space	2.5 acres
Public parking spaces	1,750

cost 250M+ (all phases completed on budget)

schedule 2004 - 2017 (all phases completed on schedule)

sustainability LEED Gold (3 buildings)

recognition

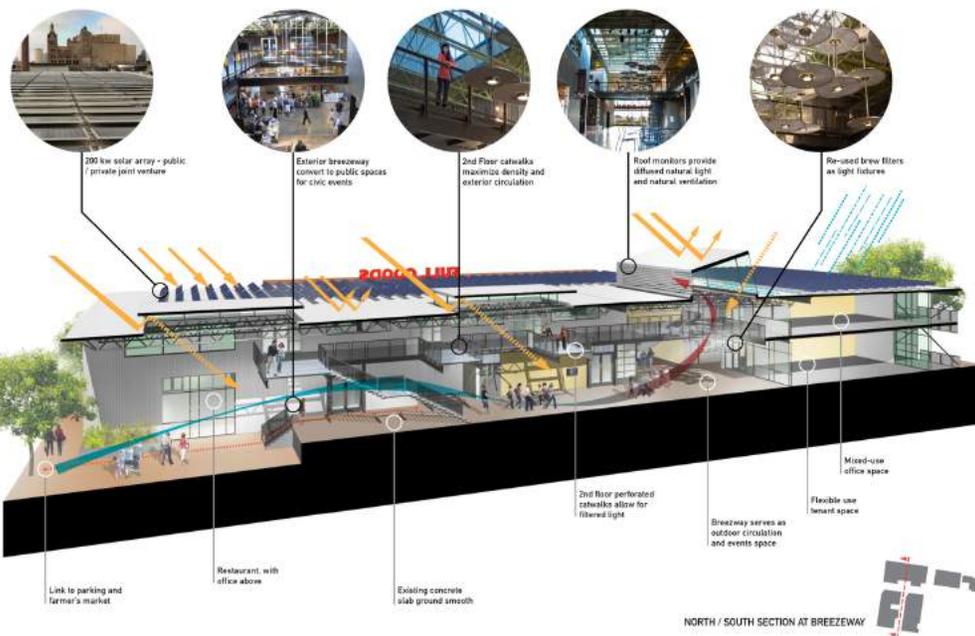
- 2017 ULI Global Awards for Excellence
- 2017 American Excellence in Planning Award
- 2015 CNU Global Charter Award
- 2014 AIA National Honor Award -Regional & Urban Design
- 2013 AIA COTE Top Ten Award

5 Arts & Culture District Mixed Use Development



PEARL
MASTER PLAN
Ground Floor

Restaurant/Bar	R/B
Hotel	H
Commercial/Retail	C/R
Education	E
Offices	O
Residential	Res



PEARL BREWERY CIVIC DISTRICT FULL GOODS WAREHOUSE

The original one story building was converted to two floors containing office and retail spaces connected by a series of catwalks. **It serves as a model for sustainable development and is recognized for its design in water conservation, energy efficiency, materials selections and indoor environmental quality.**

PEARL BREWERY CIVIC DISTRICT LAB BUILDING

The Pearl Lab Buildings include three mixed-use structures and the renovation of a small historic structure. The program includes 25,000 sq. ft. of retail and restaurant space with three and four stories of apartments above totaling 82 units. The north side is framed by a three story building with 18,000 sq. ft. of retail along the street with two stories of office space above. **The street-level retail and restaurants create a lively pedestrian environment that includes shade canopies, connecting alleys, courtyards and two pocket parks.**



KNOX COLLEGE WHITCOMB ART CENTER

GALESBURG, IL

The Whitcomb Art Center creates a vibrant new home for the Knox College art program by consolidating studio art and art history departments in a **new, light-filled and cost effective, modern building anchored by a landscaped event and work courtyard.**



MIDTOWN ARTS & THEATER CENTER

HOUSTON, TEXAS

A collaboration between the City of Houston and a local not for profit organization, MATCH is a new home and centralized hub of creativity for a broad spectrum of performing and visual arts groups. The facility consists of four dedicated black-box theater spaces, two rehearsal spaces, classrooms, gallery space, and office space. A generous public breezeway serves as the building lobby where outdoor performances and large community events can take place throughout the year. In addition to its function as a center for the arts, the project was a key contributor to the revitalization of Midtown and reinforcement of the city's public transit corridor.

SUSTAINABILITY

Lake|Flato has gained national recognition for architecture that is grounded in the belief that design and sustainability are inseparable pieces of a coherent, place-based approach to architecture that successfully merges with the landscape. In collaboration with our clients, Lake|Flato creates buildings that are tactile and modern, environmentally responsible and authentic, artful and crafted.

The firm's designs evolve from an appreciation for the pragmatic solutions of vernacular architecture, the honesty of modernism, and the context of our rich and varied landscape. Specific decisions related to site orientation, materials, and ecology greatly influence the design of our projects. We look for synergistic opportunities to integrate building systems such as stormwater management with research and education.

Our architecture conserves energy and natural resources while creating high performance buildings and healthy built environments for the building's occupants. Lake|Flato has received over 30 awards for environmentally sensitive design, including the LOCUS Foundations Global Award for Sustainable Architecture. **Fast Company recently named us as one of the "Ten Most Innovative Architecture Firms in the World."** Lake|Flato has been recognized with 10 AIA Committee on the Environment Top Ten Awards —our nations' highest recognition for sustainable design—more than any other design firm.

We are inspired by and share your dedication to lead your community toward a net-zero energy future. Our design and engineering team has completed over 30 net-zero projects with several more currently in design or under construction. These projects are not limited to net-zero energy, several have achieved net-zero water, waste, and toxins. We built this team to exceed your net-zero aspirations and have a proven history of delivering buildings that represent the highest level of performance throughout the country.

AIA COMMITTEE ON THE ENVIRONMENT TOP TEN AWARDS

Arizona State University Health Services Building
Arizona State University Polytechnic Academic District
Dixon Water Foundation Josey Pavilion
Government Canyon Visitor Education Center
H-E-B Muller Market
Livestrong Foundation Headquarters
Pearl Brewery & Full Goods Warehouse
Shangri La Botanical Gardens & Nature Center
University of Texas at Houston School of Nursing
World Birding Center

LIVING BUILDING CHALLENGE

Dixon Water Foundation Josey Pavilion (certified)
Confluence Park River Pavilion (seeking petal certification)

NET ZERO

Treehouse - tracking net positive
The Prow - electrically net zero
Hacienda JaJa - LEED Platinum/electrically net zero
Hill Country Jacal - net zero
Big Bend Fossil Discovery Trail - net zero energy; off grid



DIXON WATER FOUNDATION JOSEY PAVILION EDUCATION CENTER

The Josey Pavilion in Decatur, TX is the first Living Building project in the Central U.S. The **net-positive energy, net-zero water, and zero toxins** facility is a meeting and education center designed to be flexible and adapt to climatic conditions year-round.



TREEHOUSE RETAIL STORE

TreeHouse's 25,000 sq. ft. retail store in Dallas is **tracking net-positive** —an unprecedented first for a big-box retailer in Texas, as well as for any home improvement store of its kind nationwide. Lake|Flato led the design, championing sustainable energy and conservation strategies that will reduce TreeHouse's power bills to nothing.

CONTEXTUAL: Our built environment should be linked to the rhythms of the adjacent natural world. It should heal the land and strengthen the surrounding fabric.

BIOPHILIA: We look to natural systems for biophilic inspiration – for beauty, efficiency, economy, and sustainability – and through this inspiration, we reconnect people to nature.

INTEGRATED SYSTEMS: Through daylight modeling, solar shading, Computational Fluid Dynamics, water balance and envelope performance modeling, our team leverages every opportunity to drive down loads. Then we effectively right-size our systems to achieve successful reductions.

FLEXIBILITY: We seek to understand and implement strategies for the adaptability of technology and buildings systems over the lifespan of the project.

COMMUNITY: As architects, teachers, stewards, and advocates, we strive to elevate the public's appreciation of architecture, enrich culture and community, and foster the education of our combined influence on the surrounding community and natural environment.

FLATTEN RISK: We understand that as aspirations rise, so do the risks. The Lake|Flato + MHTN team will develop multiple scenarios or strategies that enable us to foster a process that allows the Owner to engage and effectively evaluate, debate and approve appropriate systems and strategies.



ASU POLYTECHNIC ACADEMIC DISTRICT - MESA, AZ

This AIA COTE Top Ten / LEED Gold project leverages the desert landscape to create an environmentally sensitive district that maximizes visibility, daylighting, and the sense of community.



LIVESTRONG FOUNDATION HEADQUARTERS - AUSTIN, TX

In an underserved community in Austin, this AIA COTE Top Ten / LEED Gold adaptive reuse project transformed an existing concrete warehouse into a new modern headquarters. More importantly, the project served as a catalyst for development in an evolving vibrant district.

FIRM QUALIFICATIONS

MHTN has significant experience in Park City. Joe Milillo, Project Architect, has successfully completed **numerous mixed-use, transportation and affordable housing projects in Park City** while at another firm. He acted as project manager for recent Park City projects including the Old Town Transit Center, Iron Horse Transit Operations Facility, and the Iron Horse Transit Residential Building, as well as several mixed-use projects on Main Street. He also acted as the architect of record for “The Source”, a temporary pavilion designed for the 2014 Sundance Film Festival.

Brent Agnew, Principal in Charge, has intimate knowledge of living and working in Park City having worked on numerous projects and as a long-time resident. MHTN also has the only in-house cost estimator of any architecture team in the State of Utah, Glen Beckstead, who assists our teams in keeping projects on budget throughout the design process. We have specifically selected consulting engineers with whom we work frequently and who have significant experience in Park City on net zero projects and in project types that include mixed use, housing, arts, infrastructure and transportation facilities. These recent projects in Park City by members of our team enable us to bring site planning, affordable housing design, sustainability, cost estimation and implementation experience to your Arts & Culture Mixed-Use Development Project.

CANYONS VILLAGE SILVERADO AT THE CANYONS

Park City, UT

The Silverado Lodge provides access to world-class skiing and includes individual hotel rooms, studios and 1-3 bedroom suites with cozy fireplaces, vaulted ceilings and oversized decks.

MHTN services Site Plan, Architecture, Interior Design, Landscape Architecture, Design/Build

size 186,000 sq ft

cost \$24M



RAINTREE RESORTS MINER'S CLUB PROGRAMMING & CONCEPTUAL DESIGN

Park City, UT

The Miner's Club Phase II and III addition includes resort condominiums, restaurant, retail and meeting space with single level underground parking.

MHTN services Architecture, Interior Design, Landscape Architecture, Design/Build

size 200,000 sq ft

cost \$30M



DEER VALLEY RESORT SNOW PARK VILLAGE PROGRAM & CONCEPT FEASIBILITY

Park City, UT

The Snow Park Village expansion provides additional housing, boutique retail and dining located above a multi-level parking structure.

MHTN services Master Plan, Architecture, Interior Design, Landscape Architecture, Cost Estimating

size 600,000 sq ft

cost \$100M



PARK CITY FIRE SERVICE DISTRICT FIRE STATION NO. 33

Park City, UT

Park City Fire Station No. 33 includes administrative offices, a 4,000 sq ft multi-story training facility, warehouse and maintenance facility, and 10,000 sq ft fire station rebuild

MHTN services Architecture, Interior Design, Landscape Architecture

size 24,500 sq ft

cost \$3.3M



TEAM MEMBERS

Lake|Flato and MHTN are thoroughly committed to the success of this project. **As stewards of your resources, part of our job is to ensure a seamless and efficient process. In order to leverage our two firms' critical experience, both firms will be engaged throughout the entire design process to ensure continuity and early collaboration.** Lake|Flato will serve as the Lead Architect, with Ted Flato and Ryan Jones leading the team as primary designers and vision leaders to manage creative and innovative building design solutions, ensuring the design represent best practices.

COMMUNITY FOCUSED

Lake|Flato successfully executes work across the country because we understand the importance of local expertise. Every client, site, and program has unique challenges that only your local community of designers and engineers understand. We have teamed with MHTN and worked with them to create a regional consultant team that is invested in Park City's success.

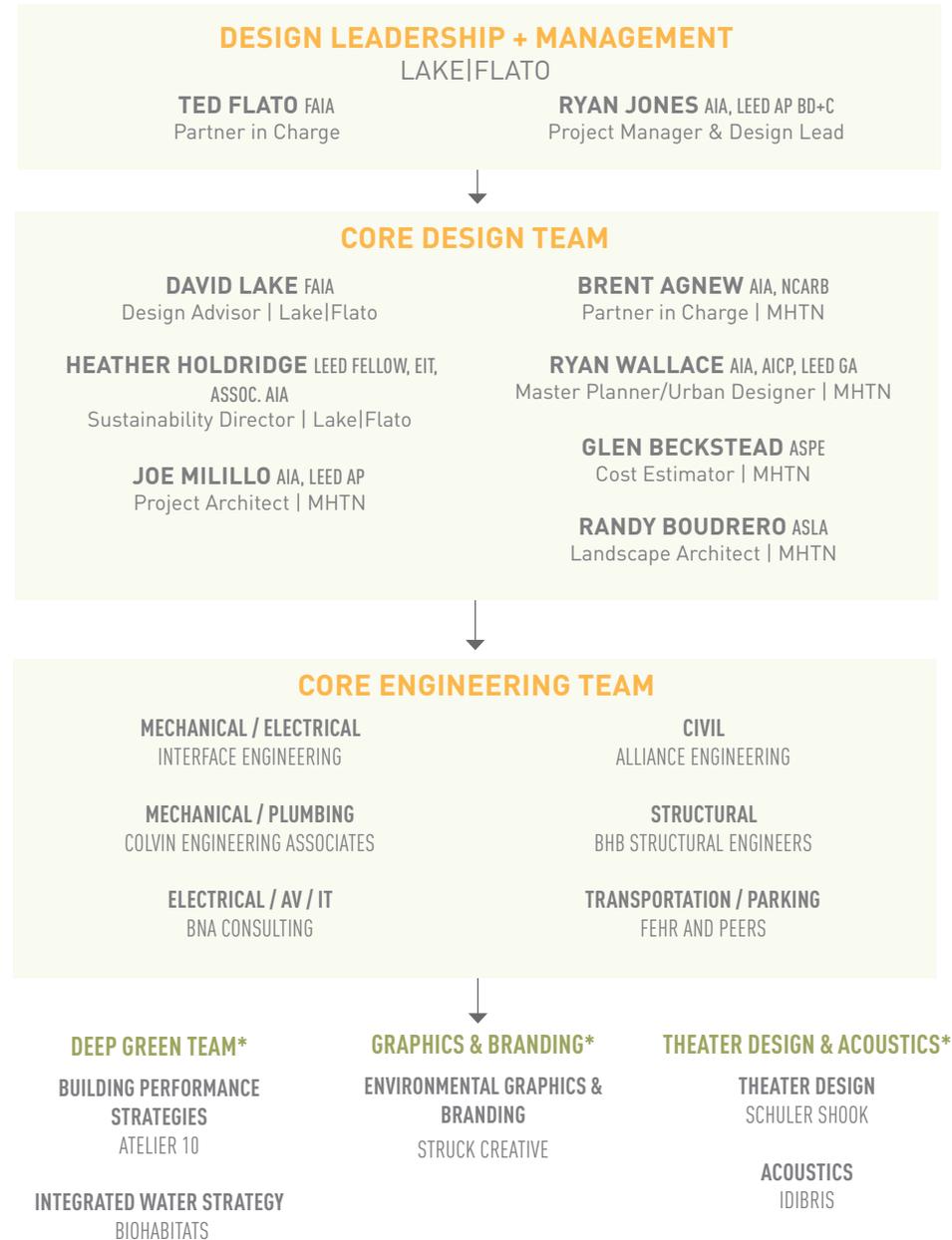
Alliance Engineering has significant civil engineering knowledge of the Bonanza Park property having generated the site's ALTA survey information. BHB, our structural partner, has significant experience in Park City including arts, mixed use and municipal facilities. BNA Consulting provides electrical, audiovisual, and telecommunications design services in Utah, including net zero projects. Colvin Engineering is currently working with Park City on two net zero projects. Fehr and Peers have completed over 20 Park City projects including the Kearns Boulevard Corridor Plan update, Bonanza Drive Bicycle and Pedestrian Plan and Park City's Parking Management Plan.

DEEP GREEN TEAM

Our 'Deep Green Team' is inspired to achieve the highest levels of building performance. Sustainability Director Heather Holdridge will work closely with Interface Engineering — who will provide M/E thought leadership — is a progressive mechanical and electrical consultancy with over 20 completed net zero projects, Atelier 10 and Biohabitats who are national thought leaders in water management, site ecology, and environmental design. This is a team that has successfully collaborated on a wide range of types and locales with deep experience designing, completing, and certifying LEED Platinum, Living Building Challenge, and Net Zero projects.

We will work with you to build an expanded consultant team as we learn more about your aspirations, program, and challenges. The firms and individuals we have provided in this proposal are those with whom we enjoy working with and have had successful collaborations with in the past.

PARK CITY MUNICIPAL CORPORATION IN PARTNERSHIP WITH SUNDANCE INSTITUTE & THE KIMBALL ART CENTER



*Suggested complementary disciplines may be added to our team once your programming and high performance aspirations are further defined. We prefer to review all team selections with you to assure your needs and preferences are addressed.

INDIVIDUAL EXPERIENCE

For the Arts and Culture District project, Lake|Flato and MHTN have assembled key team members with civic planning, community engagement, and place based sustainable design experience. Our team brings commitment and proven expertise to meet your unique project goals, based on their successful history leading projects of similar scales and needs for the performing arts, visual arts, housing, officing, and infrastructure.

	TED FLATO FAIA Partner-in-Charge Lake Flato	Ted will work closely with the project staff and users to develop the project design, from programming through construction details and will lead the visioning and design to physically embody your mission.	Midtown Arts & Theater Center, Houston TX Austin Central Library, Austin TX Main Plaza, San Antonio TX Midtown Miami Mixed Use Development, Miami FL Treehouse, Dallas TX
	DAVID LAKE FAIA Design Advisor Lake Flato	David will provide thought leadership on practical high performance facilities, leveraging climate and context, and connecting users to the natural landscape.	Pearl Brewery Civic District, San Antonio TX Museum of Fine Arts Houston, Houston TX Austin Central Library, Austin TX 1221 Broadway Lofts, San Antonio TX
	RYAN JONES AIA, LEED AP BD+C Project Manager/Design Lead Lake Flato	Ryan will work closely with the project staff and users to develop the project design, from programming through construction details, to create a vibrant, new arts and cultural district.	Midtown Arts & Theater Center, Houston TX Pearl Brewery Civic District, San Antonio TX Camana Bay Mixed Use Development, Cayman Islands
	HEATHER HOLDRIDGE LEED FELLOW, EIT, ASSOC. AIA Sustainability Director Lake Flato	Heather will guide the development of sustainability strategies that best respond to the environmental context, budget and program. She also performs early stage energy modeling that allows the design team to evaluate building concept options.	Josey Pavilion Education Center, Decatur TX Camana Bay Mixed Use Development, Cayman Islands Knox College Whitcomb Art Building, Galeburg IL Austin Central Library, Austin TX
	BRENT AGNEW AIA, NCARB Principal in Charge MHTN Architects	Brent's leadership and involvement will ensure a smooth project development process that responds to the client's vision and desires. His experience in mixed-use development and Park City contribute meaningfully from concept through design development.	The Miner's Club, Park City UT Univ. of Utah South Campus Student Housing & Dining, SLC UT Station Park Mixed-Use Development, Farmington UT Payson Gateway Master Plan, Mixed Use Development, Payson UT
	RYAN WALLACE AIA, AICP, LEED GA Master Planner/Urban Designer MHTN Architects	With significant experience in master planning and urban design, Ryan will participate knowledgeably in the design and development of site concept and programming for the Arts and Culture District. As a certified planner, Ryan will lead the efforts of ensuring that the designs conform to City zoning and land use requirements	Merit Medical R+D Campus Master Plan, South Jordan UT Utah State Univ. Innovation Campus District Plan, Logan UT Sugar House Streetcar Greenway, Salt Lake City UT* Sugar House Monument Plaza, Salt Lake City, UT* Utah State University Botanical Center Master Plan, Layton, UT
	JOE MILILLO AIA, LEED AP Project Architect MHTN Architects	Joe has successfully completed numerous mixed-use, transportation, and housing projects in Park City. He will bring this experience to his project oversight role to minimize unforeseen issues and ensure that the goals of Park City, Sundance Institute, and Kimball Arts Center are met.	Gateway Center Mixed-Use Retail/Office, Park City UT* Iron Horse Transit Operations Facility, PCMC, Park City UT* Iron Horse Transit Residential Facility, PCMC, Park City UT* "The Source" Pavilion designed by David Adjaye at the 2014 Sundance Film Festival, Park City UT

*Prior to MHTN Architects

QUALITY CONTROL

The ability to coordinate and control the primary project drivers – budget, schedule and program – are directly related to the success of the project. Coordination begins with an interdisciplinary approach focused on integrated architecture, engineering, and documentation strategies to produce a reliable, flexible, economical, maintainable, and forward thinking project by:

- Establishing uniform and consistent drawings standards.
- Ensure that construction documents accurately reflect the design decisions directed or authorized by the client.
- Perform periodic milestone reviews, and establish review criteria for each milestone.
- Conduct quality reviews at specified milestones.
- Provide designated leadership and allocation of resources to ensure integration and careful coordination of all team members documents and specifications.

While our schedules are fairly full with an ongoing backlog of future work, the key staff identified in this proposal have been purposefully selected to deliver on your desired schedule and budget.

Lake|Flato and our team have no past or pending litigation or claims that would affect our performance.

REFERENCES

PEARL BREWERY CIVIC DISTRICT

Transformation of 30 acres of urban brownfield into a vibrant civic space
Bill Shown, Managing Director, Silver Ventures, 303 Pearl Parkway, Suite 300 San Antonio, Texas 78215; 210.582.2063; bshown@silverventures.com

UNC CHAPEL HILL/NORTH CAROLINA BOTANICAL GARDEN HERBARIUM MASTER PLAN & CONCEPTUAL DESIGN - *Planning, Programming, & Community Engagement working toward Living Building Challenge Certification & Net Zero aspirations*; Damon Waitt, Director, UNC Chapel Hill/NCBG, 100 Old Mason Farm Rd., Chapel Hill, NC 27517; 919.962.0522; vscastor@email.unc.edu

MIDTOWN ARTS & THEATER CENTER - *Unified the needs of multiple art groups into a centralized community*; Jill Jewett, Project Manager; 3333 W. Alabama, Suite 110, Houston, TX 77098; 713.874.5875; jjewett@jewettconsulting.cr



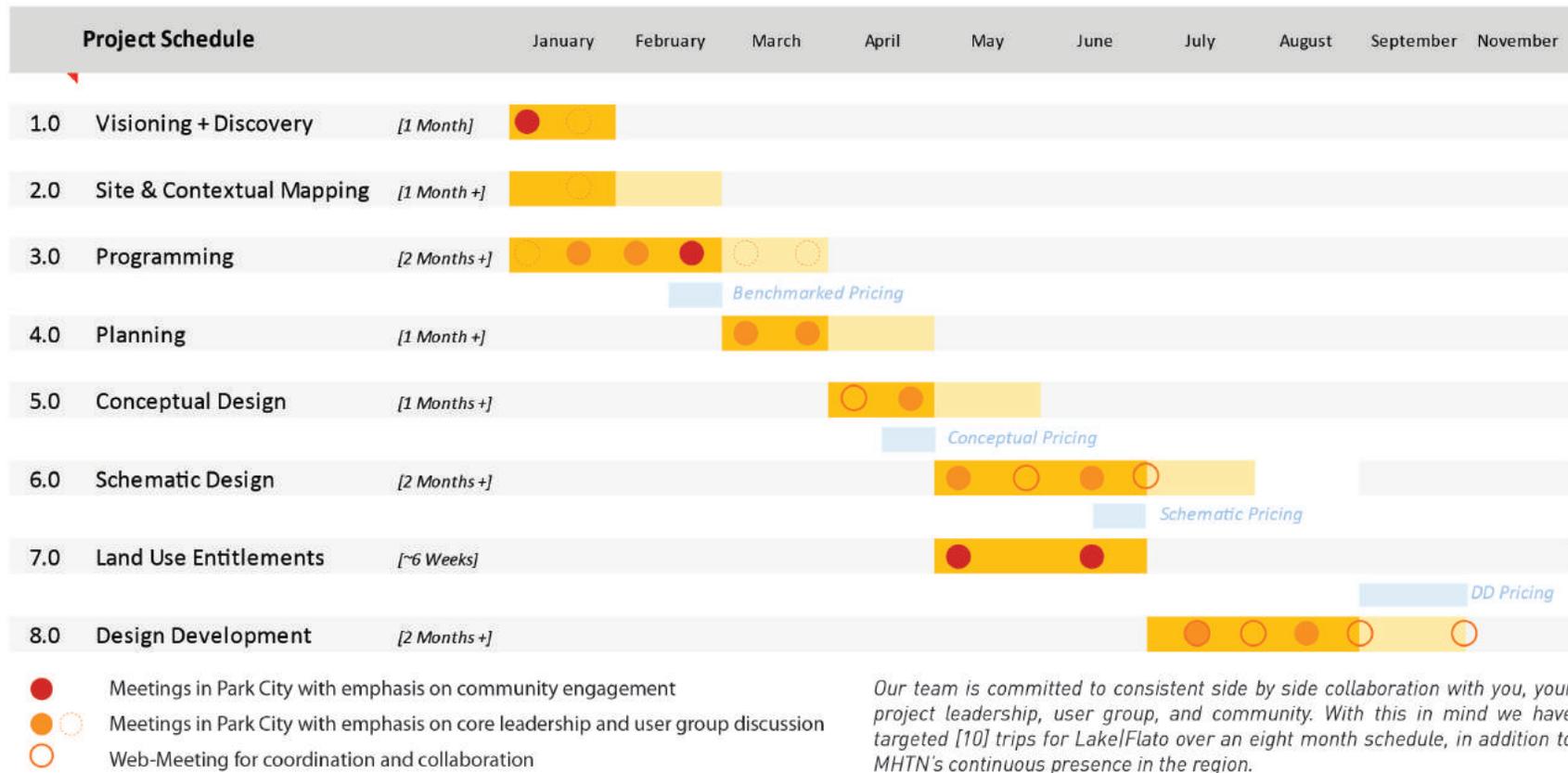
WORKPLAN

 DESIGN-STUDIO

PRELIMINARY WORKPLAN & SCHEDULE

One of the keys to the project’s success is managing the process and schedule to the benefit of the project. We will establish clearly defined goals at the project’s onset, employ open communications, offer effective leadership and thoughtful guidance, and build consensus to arrive at the best, most efficient solutions.

Working within your requested schedule of 6-9 months for task one, we have developed the adjacent schedule. The schedule emphasizes why the first 100 days of the project are so vital to its long term success. We have heavily front loaded the schedule with work sessions and meetings in order to build the foundation upon which we can all make sound decisions through a collaborative, integrated, and efficient process. The critical paths for your project will be defined by our ability to hit the ground running from day one as a group and develop a detailed vision and program with communal buy-in.





Livestrong Foundation Headquarters - Austin, TX

1. VISIONING

At the outset, we will facilitate a visioning workshop to brainstorm the myriad of possibilities for your project, and to further understand the alignment of vision with program and budget goals. This is an opportunity for us to listen to your aspirations and priorities are so that we can tailor the design process to your unique interests.

Every project is unique, but typically it's not the first. Experiencing other buildings and civic spaces helps initiate questions and ideas that will shape the building and provide a common thread between you and the design team. We suggest you visit other projects as a group.

DELIVERABLES

- Vision Document listing project aspirations, goals, challenges
- Narrative of project understanding
- Precedent book
- Vision Statement
- Budget Goals
- Programming Goals

2. SITE AND CONTEXTUAL MAPPING

Simply defined, sustainable design is smart design that looks beyond the building and considers the larger context. We start each project by looking to the past and asking these simple questions: How did the people of this region and climate build before the availability of modern technology? What can we learn from traditional wisdom, and how might advance technologies be applied in innovative and appropriate ways? Through such questions, we will begin to understand the environmental context and effective architectural and material responses to it.

Working as an integrated design team, we will assist you in setting overall sustainability goals and benchmark those goals against LEED, Living Building, and net-zero certifications. We will conduct an 'Integrated Design Workshop' that includes the design team, owner representatives, user group, community stakeholders, national thought leaders, and other members of your constituency.

With owner, user, and design team commitment and leadership in the process, we expect not only significant results, but also a special spirit of project advocacy to develop among participants.

DELIVERABLES

- Vision Document listing project aspirations, goals, challenges
- Narrative of project understanding
- Precedent book
- Vision Statement
- Budget Goals
- Programming Goals

3. PROGRAMMING

The architectural program feeds into the physical realities of the conceptual design, marrying facility size, quality, and cost in a unified whole. Our programming efforts will employ a variety of methods to elicit input – focus group interviews, interactive workshops, and meetings – to ascertain the breadth and depth of issues that will influence the architectural concept design. We will conduct initial meetings with selected stakeholders and engage specialty consultants by discipline as necessary. We will also benchmark against national peers to help frame the effort relative to what similar art and culture mixed use districts throughout the country are offering.

DELIVERABLES

- Vision Document listing project aspirations, goals, challenges
- Narrative of project understanding
- Precedent book
- Vision Statement
- Budget Goals
- Programming Goals

4. PLANNING

We will use knowledge gathered during the Integrated Design and Programming Workshops to create a building plan for the site, including building locations, access analysis, on-site pedestrian and vehicular circulations, on-site hardscape and landscape concepts, and integrated building and natural systems.

DELIVERABLES

- Vision Document listing project aspirations, goals, challenges
- Narrative of project understanding
- Precedent book
- Vision Statement
- Budget Goals
- Programming Goals

5. CONCEPTUAL DESIGN

Following input and any revisions to the vision, sustainability and program report, the team will begin to study various conceptual building design options that will become the basis of a series of team work sessions.

During the first session, we will present preliminary concepts that respond to site placement, program adjacencies, and incorporate early stage energy modeling and daylight studies and research as well as other sustainable strategies identified during the IDC. The outcome could be one of the designs, a hybrid of the concepts or even a new approach all together.

A follow up session will focus on the further development of a single design solution, where we start to hone in on an architectural character of the buildings.

DELIVERABLES

- Vision Document listing project aspirations, goals, challenges
- Narrative of project understanding
- Precedent book
- Vision Statement
- Budget Goals
- Programming Goals



Treehouse Retail Store - Dallas, TX

6. SCHEMATIC DESIGN

Having completed planning, conceptual design, and two phases of conceptual pricing, our design team will begin developing the approved design direction into a singular vision that represents the aspirations established through our work to date.

DELIVERABLES

- Vision Document listing project aspirations, goals, challenges
- Narrative of project understanding
- Precedent book
- Vision Statement
- Budget Goals
- Programming Goals

7. LAND USE ENTITLEMENTS

Once we have a general sense of the planning and visual implications of your project, and are confident that it conceptually addresses your needs and interests we will begin the process of acquiring Land Use Entitlements. We anticipate a presentation will be required at the end of conceptual design and a follow up meeting near the end of Schematic Design to address the group's comments.

8. DESIGN DEVELOPMENT

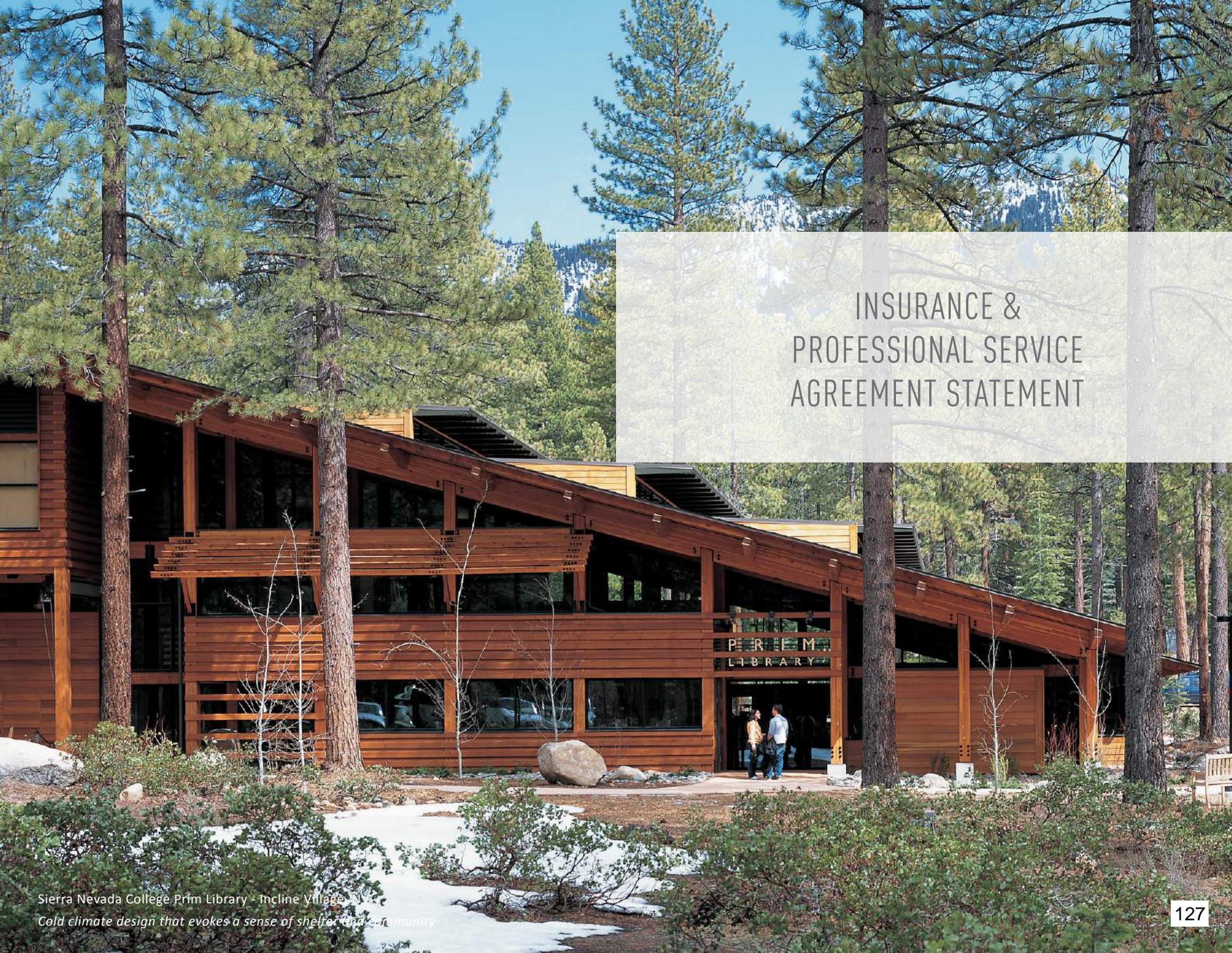
With an approved design direction, budget, and having resolved Land Use Entitlements, our design team will move into Design development and begin the full coordination of building systems and documenting strategies for system integration and craft.

8. FINANCIAL OBJECTIVES AND PROJECT ASPIRATIONS + FUNDRAISING

Managing budget and schedule are a primary focus of our team. It is vital that we continue to check aspirations, program, and decisions against a defined budget throughout the entire design process. We are invested in the long term success of your project. Lake|Flato is adept in assisting groups such as yours in the demands for raising funds or managing the design to meet evolving funding targets.

At this point in the process it's difficult to judge the roles of each member of our design and engineering team, but we have provided the estimates below. These estimates are based on our shared history having worked on other projects and the fee percentages that are expected for each trade.

	VISIONING + DISCOVERY	SITE & CONTEXTUAL MAPPING	PROGRAMMING	PLANNING	CONCEPTUAL DESIGN	SCHEMATIC DESIGN	LAND USE ENTITLEMENTS	DESIGN DEVELOPMENT	TOTAL HOURS
Total Design Team Hours	200	200	800	800	800	4,100	160	4,800	11,860
Lake Flato Architects	160	160	400	400	400	2,000	80	1,500	5,100
MHTN Architects	40	20	160	160	160	600	40	1,000	2,180
Interface Engineers			40	40	40	300		300	720
Colvin Engineering Associates			40	40	40	300		500	920
BNA Consulting			40	40	40	300		500	920
Alliance Engineering		20	40	40	40	300	40	500	980
BHB Structural Engineers			40	40	40	300		500	920
Fehr & Peers			40	40	40				120



INSURANCE & PROFESSIONAL SERVICE AGREEMENT STATEMENT

INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 1/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Travelers Property Cas. Co. of 25674 INSURER B : Travelers Indemnity Company 25658 INSURER C : Berkley Insurance Company 32603 INSURER D : INSURER E : INSURER F :
INSURED Lake Flato Architects, Inc. 311 Third Street, Suite 200 San Antonio, TX 78205	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. I.D.	TYPE OF INSURANCE	ADDITIONAL INSURER (I.D.#)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:		6806H017961747	01/15/2017	01/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS		BA5F195725	01/15/2017	01/15/2018	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10000		CUP007C952080	01/15/2017	01/15/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		UB4029T476	01/15/2017	01/15/2018	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Claims Made & Reported Pol		AEC901305303 Retro:01/02/1988	01/15/2017	01/15/2018	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. (See Attached Descriptions)

CERTIFICATE HOLDER Lake Flato Architects, Inc. 311 Third Street, Suite 200 San Antonio, TX 78205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James E. Zimmerman</i>
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PROFESSIONAL SERVICE AGREEMENT STATEMENT

After careful review, Lake|Flato + MHTN team has no comments to the City's Service Provider/Professional Service Agreement included in the RFP.



Ulery's Lake Cabins - Big Sky, MT



Armstrong Oil & Gas Headquarters - Denver, CO



Knox College Whitcomb Arts Center - Galesburg, IL

Lake|Flato is a national practice currently working across the United States and abroad. We have current planning and building projects in Utah, Wyoming, Montana, and Washington State. We are well versed in designing for cold weather northern climates.



FEE SCHEDULE

1221 Broadway Lofts - San Antonio, TX

Catalytic urban mixed-use development offering over 400 apartments and five interior courtyards that link to nature

FEE SCHEDULE

Thank you for taking the time to review the Lake|Flato + MHTN team not to exceed fee proposal for the scope of work described in the RFP dated November 15, 2017. We are excited to present our qualifications and associated fee schedule for the professional design services for platting, architecture, engineering and construction administration services for the property under contract in the Bonanza Park area of Park City. We believe we have assembled the most qualified team to successfully execute the 'community altering' vision you have established. Our team is hopeful to meet with members of the selection committee to discuss our fee schedule and assumptions in depth, and our fee is based on our current understanding as listed below. As more definition is added to the project parameters, our fees would adjust accordingly.

Our proposal is based upon the assumption of an estimated total maximum construction cost of \$60 M per the following preliminary scope of work breakdown:

- PCMC scope of construction cost is estimated at \$33 M including structured parking, bus transit facility, site infrastructure, walkways, plazas, outdoor amenities and up to 90,000 SF of building space.
- Sundance Institute scope of construction cost is estimated at \$15 M including up to 50,000 SF of building space
- Kimball Arts Center scope of construction cost is estimated at \$12 M including up to 40,000 SF of building space.
- Schedule for Task 1 is indicated as 6-9 months beginning in January 2018.
- Schedule for Task 2 is indicated as 1 year in duration
- Schedule for Task 3 is indicated as 2-3 years in duration

Task 1 Compensation Not to Exceed* amounts:

Visioning, Planning, Programming, Public Outreach, & Conceptual Design is estimated at 0.7% of total planned construction cost:
 approximately \$420,000

Schematic Design for scope determined after completion of conceptual design pricing is estimated at 1.05%
 approximately \$630,000

Design Development for immediate development of the schematic design documents is estimated at 1.25%
 approximately \$750,000

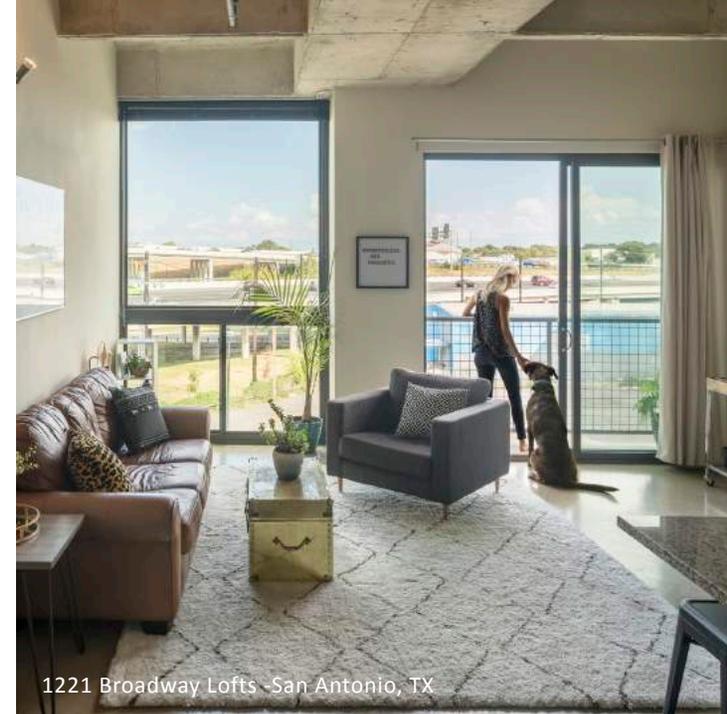
Task 2 & 3 Compensation*:
 Percentage of construction cost as defined at the end of DD for Construction Documents Phase is estimated at 1.5%

Percentage of construction cost as defined at the end of CD for Construction Administration Phase is estimated at 1.5%

Reimbursable Expenses: Task 1 only, not to exceed travel expenses reimbursable at cost (lump sum)
 approximately \$28,000

Exclusions: Topographic Survey, Geotechnical, Special Inspections, Hazardous Material, Asbestos Abatement and travel to comparable facilities.

*Based on estimated construction cost of \$60 M



1221 Broadway Lofts - San Antonio, TX



Can Plants at the Pearl Brewery - San Antonio, TX

Lake|Flato has a long history of working on urban mixed use and housing projects. We have designed and constructed over a 1,00,000 sq. ft. of multifamily housing over the past 15 years including condos, townhomes, market rate and subsidized housing.

FIXED HOURLY RATES

The hourly billing rates below are for 2017 and are traditionally updated in January for the 2018 fiscal year.

Lake Flato Lead Architect		
Team Member	Title	Hourly Rate
Ted Flato & David Lake	Principal/Partner	\$295.00
Ryan Jones	Associate Partner	\$220.00
Lewis McNeel	Associate	\$185.00
TBD	Project Architect	\$165.00
TBD	Project Director	\$140.00
TBD	Project Designer	\$120.00
TBD	Designer	\$100.00
TBD	Intern	\$65.00
TBD	BIM	\$175.00
Heather Holdridge	Sustainability Director	\$175.00
TBD	Sustainability Coordinator	\$112.00

MHTN Local Architect		
Brent Agnew	Principal in Charge	\$220.00
Joe Milillo	Project Manager, Architect	\$180.00
Ryan Wallace	Master Planner / Urban Designer	\$135.00
Glenn Beckstead	Cost Estimator	\$190.00

MHTN Local Landscape Architect		
Randy Boudrero	Principal	\$205.00
Vince Olcott	Landscape Architect	\$140.00

Alliance Engineering Civil Engineer		
Michael Demkowicz	Principal Civil Engineer	\$150.00
Charlie Galati	Professional Land Surveyor	\$130.00
Marshall King	Senior Land Planner	\$120.00

BHB Structural Engineer		
Team Member	Title	Hourly Rate
Dallin Pedersen	Engineer of Record	\$135.00
Travis Backus	Project Manager	\$125.00
Chris Hofheins	Structural Reviewer	\$170.00
Andrew Van Hook	Structural Engineer	\$100.00
Jimmy Murray	Structural Engineer	\$100.00

Colvin Engineering Assoc. Mechanical /Plumbing Engineer		
Roger Hamlet	Principal in Charge	\$245.00
Jarrett Capstick	Project Manager	\$190.00

BNA Consulting Electrical, IT/AV Engineer		
Justin Luke	Project Manager	\$110.00
Carol Feldman	Lighting Designer	\$130.00

Interface Engineers Mechanical/Electrical Consultant		
Andy Frichtl	Principal	\$220.00
Kim De Alba	Associate	\$180.00
TBD	Sr. Engineer	\$160.00
TBD	Engineer	\$130.00
TBD	Designer	\$115.00

Fehr & Peers Transportation Engineer		
Preston Stinger	Professional Transportation Planner	\$170.00
Seishi Yamagata	Transportation Planner	\$115.00

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 15th day of January, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and LAKE|FLATO ARCHITECTS, INC., a Texas S 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 Nine Hundred Seven Thousand Dollars (\$907,000.00).

The City has designated Anne Laurent, or 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 May 31, 2019, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

8. INSURANCE.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- 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 claim. 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 continuous coverage will be purchased and maintained for an extended reporting 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.

**PARK CITY MUNICIPAL CORPORATION
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- A. 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).
- B. The City shall not reuse or make any modification to the instruments of service without the prior written authorization of the Service Provider.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

**PARK CITY MUNICIPAL CORPORATION
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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.

**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.

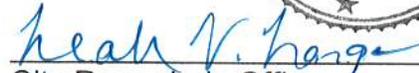
PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480





Diane Foster, City Manager

Attest:



Leah V. Lange
City Recorder's Office

Approved as to form:

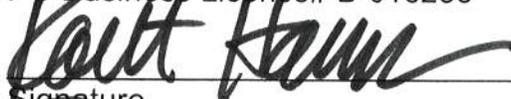


City Attorney's Office

LAKE|FLATO ARCHITECTS, INC., a Texas S
corporation
311 Third Street
San Antonio, TX 78205

Tax ID#: 742452327

PC Business License# B-016235



Signature



Printed name



Title

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

STATE OF ~~UTAH~~ TEXAS)
) ss.
COUNTY OF ~~SUMMIT~~)
BEXAR

On this 15 day of June, 2018, personally appeared before me Robert Harris, 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 is the Partner of Lake|Flato Architects, Inc., a Texas S corporation, by Authority of its Bylaws/Resolution of the Board of Directors or Member Resolution, and acknowledged that he signed it voluntarily for its stated purpose as Partner (title) for Lake|Flato Architects, Inc., a Texas S corporation.

Jeannette Zamot
Notary Public



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

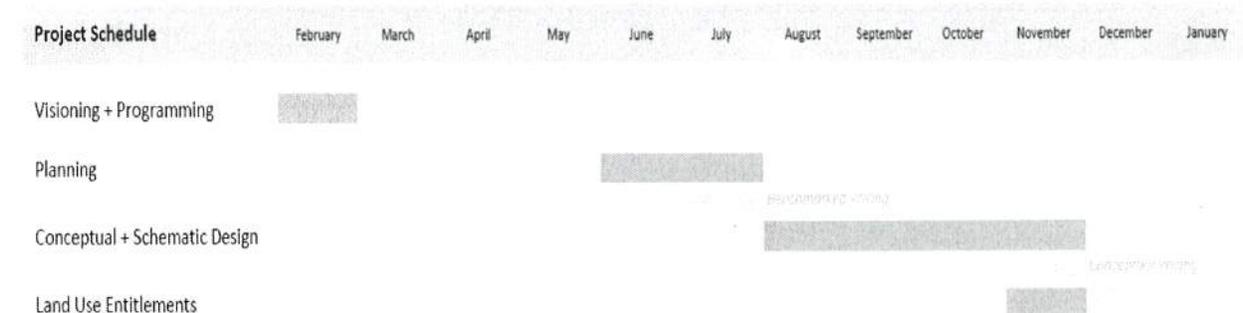
1.0 PROJECT TEAM

The Service Provider will work with the project team below to facilitate services included within this proposal.

Role	Team	Address	Phone #
Architect	Lake Flato Architects	311 3rd Street, San Antonio Texas	210.679.2299
Associate Architect	MHTN Architects	420 E. South Temple #100, Salt Lake City, UT, 84111	801.595.6700
Mechanical Engineer	Interface Engineering	100 SW Main Street, Suite 1600, Portland, OR 97204	503.382.2667
Electrical Engineer	BNA Engineering	393 Riverside Dr. #202, St. George, UT 84790	435.628.3670
Plumbing Engineer	Colvin Engineering	244 West 300 North, Suite 200, Salt Lake City, UT 84103	801.322.2400
Structural Engineer	BHB Structural Engineers	2766 Main Street, Salt Lake City, UT 84115	801.355.5656
Civil Engineer	Alliance Engineering	323 Main St., Park City, UT, 84060	435.649.9467
Cost Estimating	MHTN Architects	420 E. South Temple #100, Salt Lake City, UT, 84111	801.595.6700
Landscape Architects	MHTN Architects	420 E. South Temple #100, Salt Lake City, UT, 84111	801.595.6700
Transportation/Parking	Fehr & Partners	2180 South 1300 East, Suite 220, Salt Lake City, UT 84106	801.463.7600
AV/IT	BNA Engineering	393 Riverside Dr. #202, St. George, UT 84790	435.628.3670

2.0 SCHEDULE

The project schedule anticipates a kick off meeting at the beginning of February 2018. The project schedule includes a break between the Visioning + Programming Phase and Planning Phase in which the design team will not be providing services, unless requested by the City, and works toward approval of Land Use entitlements by January, 2019.



3.0 SCOPE OF WORK

SITE

The Park City Arts + Culture District Mixed Use Development will be located on the 5.25 acre parcel at the southwest corner of the intersection of Kearns Boulevard and Bonanza Drive in Park City, Utah.

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BUILDING AND LANDSCAPING

Per the RFP and feasibility study by Webb Management Services in December of 2017, the following program elements are included within the project scope of work:

[1] City Facility Program is anticipated to be between 60,000 – 90,000 gross square feet and will include:

- *Controlled Retail, Dining, and Office Space*
- *Complementary Uses such as Complementary Non-Profits, Innovative Food Concepts, and Creative Local Business.*
- *Affordable Housing*
- *Food Hall*
- *Community Kitchen*
- *Non-profit support hub*
- *Dance studios*
- *Artist Live/Work Space*
- *Outdoor performance and event spaces - flexible*
- *Municipal Transit Hub for [6] buses, electric bus charging station, public restrooms, and sheltered waiting areas/amenities.*

[2] Sundance Institute Facility Program is anticipated to be 40,000 – 50,000 gross square feet and will include:

- *Space for Sundance Institute and Sundance Film Festival*
- *Administrative Offices for Permanent and Seasonal Staff*
- *Archives and Exhibition Space*
- *300 Seat Theater – performance/technology rich*
- *Café*

[3] Kimball Art Center Facility Program is anticipated to be 30,000 – 40,000 gross square feet and will include:

- *Administrative Office for Staff*
- *Galleries*
- *Photo Lab*
- *Kiln Room*
- *Gift Shop*
- *Café*
- *Studios/Maker Space*
- *Industrial Arts production space*
- *Wet and Dry classrooms*
- *Catering Kitchen*

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[4] Site Amenities will include:

- *Parking for 400 cars through a combination of structured and surface parking*
- *Outdoor performance, film, and event space for grounds of 100 – 500 people*
- *Incorporate public art in an area totaling 30,000 – 50,000 square feet*

4.0 PROCESS AND DELIVERABLES

VISIONING + PROGRAMMING

Service Provider will facilitate a visioning workshop to brainstorm the myriad of possibilities for the City's project, and to further understand the alignment of vision with program and budget goals. Service Provider will engage Park City, Sundance Institute, and Kimball Art Center in the visioning process to begin understanding their individual and synergistic interests. This visioning phase will build on and deepen our understanding of the feasibility study completed by Webb Management Services.

Service Provider programming efforts will employ a variety of methods to elicit input – focus group interviews, interactive workshops, and meetings – to ascertain the breadth and depth of issues that will influence the architectural design.

Service Provider's programming phase will include engagement of Park City, Sundance Institute, and Kimball Art Center in an effort to better understand the overarching needs being placed on the site. Kimball Art Center and Sundance Institute are contracting separately for supplemental programming and design services that will be coordinated with the Service Provider. The Service Provider will provide a conceptual design response to the provided program.

Near the end of programming the Service Provider will facilitate an integrated design charrette at which we will discuss the project, program, and site through the lens of sustainability, performance aspirations and in conformance with the City's net-zero energy development requirements.

After completing programming and during planning the Service Provider will put together benchmarked pricing for projects of similar complexity, aspirations, and program. These benchmarks will help define the appropriate cost per square foot for the project's design and completion.

Deliverables:

- Vision Document listing project aspirations, goals, challenges
- Narrative of project understanding
- Precedent Imagery/book
- Vision statement

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Budget goals
- Programming goals
- Site Challenges Assessment
- Consolidated program summary
- Sustainability Report listing aspirations, goals, and strategies
- Site Analysis
 - Circulation Diagrams
 - Connectivity Diagrams
 - Maximum building and open space analysis
 - Adjacent property parcels diagram
 - Site utilities
 - Environmental Analysis of solar, wind, and climate conditions
- Price Benchmarking Summary + Target Budget for Park City

PLANNING

Service Provider will use knowledge gathered during the Integrated Design and Programming Workshops to create a building plan for the site, including building locations, access analysis, on-site pedestrian and vehicular circulations, on-site hardscape and landscape concepts, and integrated building and natural systems. During this phase the Service Provider will begin defining how the site will be parceled to meet your spatial needs. The Service Provider will study building massing, outdoor rooms, parking, vehicular circulation, programmatic placement, phasing, and site sections. These studies will result in a site master plan in coordination with the efforts of City, Sundance Institute, and Kimball Art Center.

Deliverables:

- Site Master Plan
 - Pedestrian and Vehicular Movement
 - Building Massing
 - View Corridors
 - Program distribution
 - Adjacent parcel plan and connectivity
- New land Parcel Diagram for City, Sundance Institute, and Kimball Art Center
- Utility Coordination Plan
- Landscape Diagram
- Parking analysis and strategy
- Precedent imagery
- 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).

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CONCEPTUAL DESIGN/SCHEMATIC DESIGN

Following input and any revisions to the vision, sustainability and program report, the Service Provider will begin to study various conceptual building design options. During the first session, The Service Provider will present preliminary concepts that respond to site placement, program adjacencies, performance research, and other sustainable strategies. The outcome could be one of the designs, a hybrid of the concepts or even a new approach all together. Follow up work sessions will focus on the further development of a single design solution, where the Service Provider will develop an architectural language for buildings and landscaping. The Service Provider's designs for Kimball Art Center and Sundance Institute facilities during the Conceptual Design/Schematic Design Phase is limited to the development of conceptual floor plans and the exterior design and documentation necessary to facilitate the Land Use Entitlement process and deliverables. The scope of future phase design work will be coordinated in more detail once the Kimball Art Center and Sundance Institute have selected their architects of record for their built and owned facilities on the site.

- 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 subdivision / condo plat for the project in accordance with the Park City LMC.
- 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/General Contractor (CMCG) in the design and construction process, in coordination with the City, based on the service needed, abilities of the contractor, the uniqueness of the service, and the cost of the service, and general performance of the contractor.
- 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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
- Subdivision Plat
- A final schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate three (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.
- Architectural Narrative describing materials and finishes
- Landscape Narrative
- Engineering Narratives:
 - Structural Narrative
 - Mechanical Narrative
 - Electrical Narrative
 - Plumbing Narrative
 - Civil Narrative
 - Transportation/Parking Narrative
- Code Compliance and Guideline analysis.
- District Design Guidelines

LAND USE ENTITLEMENTS

The Service Provider will lead and facilitate the Planning Commission's review of the Subdivision Plat/Plat Amendment and Master Planned Development land use regulatory process as defined in 15-6 Master Planned Development section of the Municipal Code from application through final approvals.

PROJECT MANAGEMENT

The Service Provider will lead weekly project management meetings via web-conferencing software. The Service Provider will make twelve(12) trips to Park City to participate in project meetings, working charrettes, public meetings, Master Planned Development reviews, and Land Use Entitlement approval meetings.

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- 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, KAC, and SDI Boards 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).
- Detailed schedule for the document and land use entitlements.

Deliverables:

- Agendas / Summaries weekly team meetings.
- Work Plan, including schedule showing all submittals.
- Schedule

5.0 FEE SCHEDULE

Total Design Fee	\$885,000
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	<i>Fee %</i>	<i>Fee</i>
January	2.0%	\$17,700
February	10.0%	\$88,500
*March	1.0%	\$8,850
*April	1.0%	\$8,850
*May	1.0%	\$8,850
June	15.0%	\$132,750
July	12.5%	\$110,625
August	12.5%	\$110,625
September	15.0%	\$132,750
October	12.5%	\$110,625
November	12.5%	\$110,625
December	5.0%	\$44,250
	<i>100.0%</i>	<i>\$885,000</i>

**Project is scheduled to be on hold but we anticipate some project management time will be required.*

6.0 ADDITIONAL SERVICES

If additional time or scope is requested of the design team it will be subject to additional services. Service Provider will alert the owner to the need for additional services before

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

rendering the requested services. Changes in scope require an amendment to this agreement and are subject to City Council approval.

7.0 HOURLY RATES

Hourly rates for the Service Provider and our consulting partners are included in Exhibit "B".

8.0 REIMBURSABLE EXPENSES

Reimbursable expenses for the schedule included in this proposal are not to exceed Twenty Two Thousand Dollars (\$22,000.00).

These expenses include Mileage, Food during Travel, Air Travel, Hotel, Rental Car, Parking, Computer Plotting/printing, Photocopies, Courier Services (UPS/FedEx, etc.), and US Mail.

- This proposal includes expenses for travel associated with meetings held in Park City to facilitate collaboration and land use entitlement approval as defined in the deliverables of this contract.
- This proposal estimates no more than Three Thousand Dollars (\$3,000.00) in reproduction/printing costs and assumes digital file distribution will be the primary form of file sharing utilized for this project. Service Provider will inform the City if/when this target is being approached or exceeded.
- Materials prepared for and presented at design meetings are included in the reimbursable allowance above. However, reproduction of materials beyond those produced as part of a meeting are outside the scope of this proposal and will be paid directly by the owner with prior City Approval.
- This proposal assumes a minimum of two (2) weeks' notice for booking flights and travel.
- Permit fees and other forms of certification review are not included in this proposal.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

[1.0] Lake|Flato Architects Hourly Billing Rates for 2018

Title	Billing Rate
Principal/Partner	\$315.00
Associate Partner	\$220.00
Associate	\$185.00
Project Architect	\$165.00
Project Director	\$150.00
Project Designer	\$120.00
Designer	\$100.00
Intern	\$65.00

[2.0] Consulting Team Hourly Billing Rates

BHB		Structural Engineer	
Team Member	Title		Hourly Rate
Dallin Pedersen	Engineer of Record		\$135.00
Travis Backus	Project Manager		\$125.00
Chris Hofheins	Structural Reviewer		\$170.00
Andrew Van Hook	Structural Engineer		\$100.00
Jimmy Murray	Structural Engineer		\$100.00
Colvin Engineering Assoc.		Mechanical /Plumbing Engineer	
Roger Hamlet	Principal in Charge		\$245.00
Jarrett Capstick	Project Manager		\$190.00
BNA Consulting		Electrical, IT/AV Engineer	
Justin Luke	Project Manager		\$110.00
Carol Feldman	Lighting Designer		\$130.00
Interface Engineers		Mechanical/Electrical Consultant	
Andy Frichtl	Principal		\$220.00
Kim De Alba	Associate		\$180.00
TBD	Sr. Engineer		\$160.00
TBD	Engineer		\$130.00
TBD	Designer		\$115.00
Fehr & Peers		Transportation Engineer	
Preston Stinger	Professional Transportation Planner		\$170.00
Seishi Yamagata	Transportation Planner		\$115.00
Alliance Engineering		Civil Engineer	
Michael Demkowicz	Principal Civil Engineer		\$150.00
Charlie Galati	Professional Land Surveyor		\$130.00
Marshall King	Senior Land Planner		\$120.00

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

[3.0] MHTN Architects Hourly Billing Rates



MHTN
ARCHITECTS

422 East South Temple, Suite 100, Salt Lake City, Utah 84111 / P: 801.595.6700 / F: 801.595.6717 / www.mhtn.com

MHTN Architects, Inc.	
Hourly Billing Rates January 1, 2018 through December 31, 2018	
<i>Hourly rates will be revised at the first of every calendar year.</i>	
Architectural Drafter	
Level 1	\$90.00
Level 2	\$110.00
Senior Drafter	\$125.00
Intern 1	
Level 1	\$75.00
Level 2	\$95.00
Intern 2	
Level 1	\$105.00
Intern 3	
Level 1	\$105.00
Level 2	\$120.00
Level 3	\$125.00
Architect 1	
Level 1	\$125.00
Level 2	\$130.00
Level 3	\$135.00
Level 4	\$140.00
Architect 2	
Level 1	\$135.00
Level 2	\$140.00
Level 3	\$145.00
Architect 3	
Level 1	\$150.00
Level 2	\$155.00
Level 3	\$160.00
Project Manager/Team Leader 1	
Level 3	\$165.00
Project Manager/Team Leader 2	
Level 1	\$155.00
Level 2	\$165.00
Level 3	\$185.00
Entry Level Interior Designer	
Level 1	\$70.00
Level 2	\$85.00
Intermediate Interior Designer	\$115.00
Senior Interior Designer	
Level 1	\$125.00
Level 2	\$145.00
Unlicensed Architecture/Project Designer	
Level 1	\$135.00
Level 2	\$140.00
Level 3	\$145.00
Senior Project Designer	\$190.00
Administrative Staff	\$115.00
Program Architect	\$170.00
Specification Writer	\$175.00
Cost Estimator	\$195.00
Landscape Architect	\$110.00
Senior Landscape Architect	\$145.00
Director	
Level 1	\$175.00
Level 2	\$190.00
Level 3	\$210.00
Associate Principal	
Level 1	\$180.00
Level 2	\$210.00
Principal	\$225.00

DESCRIPTIONS (Continued from Page 1)

RE: The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.





City Council Staff Report

Subject: Arts and Culture District Architecture and Engineering Design Services - Concept Design and MPD Process Change Order
Author: Nate Rockwood – Redevelopment, Capital, and Arts & Culture Director
David Everitt – Special Projects Manager
Department: Budget Office/Arts & Culture Department
Date: January 30, 2020
Type of Item: Administrative

Summary Recommendation

Authorize a change order with Lake|Flato Architects for additional architecture and engineering design services, not to exceed \$338,000, including reimbursable travel expenses; and is constant with the original Task 1 – scope of services and fee schedule – the scope and amount of Change Order #1 is outlined in this report.

This is the first change order to the initial Task 1 scope (Exhibit A), and includes three components (see detail in Analysis section of this report):

- Additional MPD Services: due to complexity and additional design-team coordination throughout the MPD design process. **\$125,000**
- Park City’s request for “high quality district renderings for public release.” **\$18,000**
- Scoping additional walkability and connectivity alternatives to better integrate and support adjoining commercial and residential areas, including architectural concept, engineering, and feasibility design of a potential pedestrian/bike connection over Bonanza Drive to Prospector area. **\$195,000**
- Total combined Change Order: **\$338,000.**

The total change order with Lake|Flato represents a 27% increase to the contract. A majority of the cost is for additional services requested by Park City, the significant public benefit of additional connectivity and neighborhood integration, and safety.

The Additional MPD Service change order represents only a 12% increase to the original Task 1 contract and due to significant design complexities around design collaboration with partners and related design teams, additional and unique solutions to site constraints, several redesigns, and additional design coordination meetings.

Background

On July 20, 2017, Council adopted letters of intent with the Kimball Arts Center (KAC) and the Sundance Institute (SI) to design and build a community Arts and Culture District in Bonanza Park. The City purchased the Bonanza Park East properties and enacted a 1% Municipal Transient Room Tax (TRT) effective January 1, 2018.

As the first step, PCMC, KAC and SI issued a joint Request for Proposals (RFP) for an arts and cultural assessment. Webb Management Services was selected on October 12, 2017, and provided feasibility studies based on the physical assets in Park City and Summit County, and through a series of interviews with local stakeholders and community members.

On November 15, 2017, the City, in partnership with KAC and SI, issued an RFP for a community Arts and Culture District Mixed-Use Development Architectural and Engineering Design Services (A/E Design Consultant). The A/E Design Consultant has worked well with the Project Development Team to master plan the site and prepare the land use entitlement requests from the Planning Commission and City Council, as well as develop City portions of the project through the Design Development phase. The A/E Consultant will also lead public outreach and community stakeholder input.

The remainder of Task 1 services, including land use entitlements and design development, Task 2 and 3 services of the work as defined in the RFP for the City's portion of the development project, will be awarded either through a future contract amendment or new RFP for design services.

<u>Date</u>	<u>Item</u>
July 20, 2017	Approve Letters of Intent Staff Report (pages 238-267)
July 20, 2017	Enact TRT Staff Report (pages 268-269)
July 20, 2017	Approve Purchase Agreement for Bonanza Park Property Staff Report (pages 270-293)
July 20, 2017	Meeting Minutes (pages 6-9)
October 12, 2017	Award of A&C Consultant Services Staff Report (pages 215-226)
October 12, 2017	Meeting Minutes (page 12)
December 21, 2017	Contract Award with Lake Flato for design services Task 1 \$907k

Analysis

The creation of a community Arts and Culture district, which included two significant development partners who will own, design, construct and operate their own buildings, is a significant undertaking in coordination, creative thought and administrative vision. The City is leading the collaboration with the intent to allow each partner to further their unique visions and organizational missions, while at the same time functioning as a coordinated and cohesive District.

Design and Development has been difficult and time consuming, yet received the most intensive work by each party and the greatest amount of collaboration. The City has engaged the service of Lake Flato Architects to design the overall district, including City infrastructure and buildings, and coordinate the MPD process. Both SI and KAC have their own design teams for their individual buildings, and each team has worked collaboratively for months. Long hours of hard work and negotiation are necessary to coordinate an independent yet integrated design to achieve overarching District goals and yet preserve the individuality of buildings.

In the last several months, the design teams have made significant progress on individual building concepts and overall district design. A large part of the City's role is to ensure that the District meets height and code restrictions, and provides cost controls to ensure that construction and operations are financially feasible, while still allowing for an active and visually appealing experience.

The combined design teams are at the final stage of compiling the joint MPD package, which will be reviewed a final time by each partner's Board/Council and then presented to the Community for their input and feedback. Provided there is Council and community support, the required MPD review process will begin in earnest and take about 6 to 8 months before the Planning Commission.

The requested change order includes the following 3 elements:

- **Additional Services:** due to complexity and additional design team coordination in the MPD design process. **\$125,000**

The design process has required additional collaboration meetings, presentations, and board reviews. This will allow Lake|Flato to prepare the final MPD package and present to the community and work through the MPD review process.

- **Park City requested "high quality district renderings for public release". \$18,000**

Staff requested additional high quality renderings for presentation to the community, partner boards and Council. These renderings are in addition to the numerous technical renderings included in the MPD package. Renderings will be instrumental and suitable for print and other visual media publications.

- **Additional connectivity options to adjoining areas, including architectural concept and engineering and feasibility design of a pedestrian/bike connection over Bonanza Drive to the Prospector area. \$195,000**

Funding Source

The community Arts and Culture District is a public-private mixed-use development that aligns with Critical Community Priorities – Transportation and Housing. Funding comes from a variety of sources relates directly to the uses and ownership.

- KAC and SI will purchase their land from the City and design, construct and operate their respective facilities.
- The City will fund the majority of municipal project construction and operating costs through cash and bonds issued against the 1% TRT. Operating funds will also be received through rent revenue in the district.
- Transit operating and construction costs will come from the Transit and Transportation fund.
- Potential pedestrian bridge costs will come from the previously issued voter approved walkability bonds. Better connections in and around the District will resolve

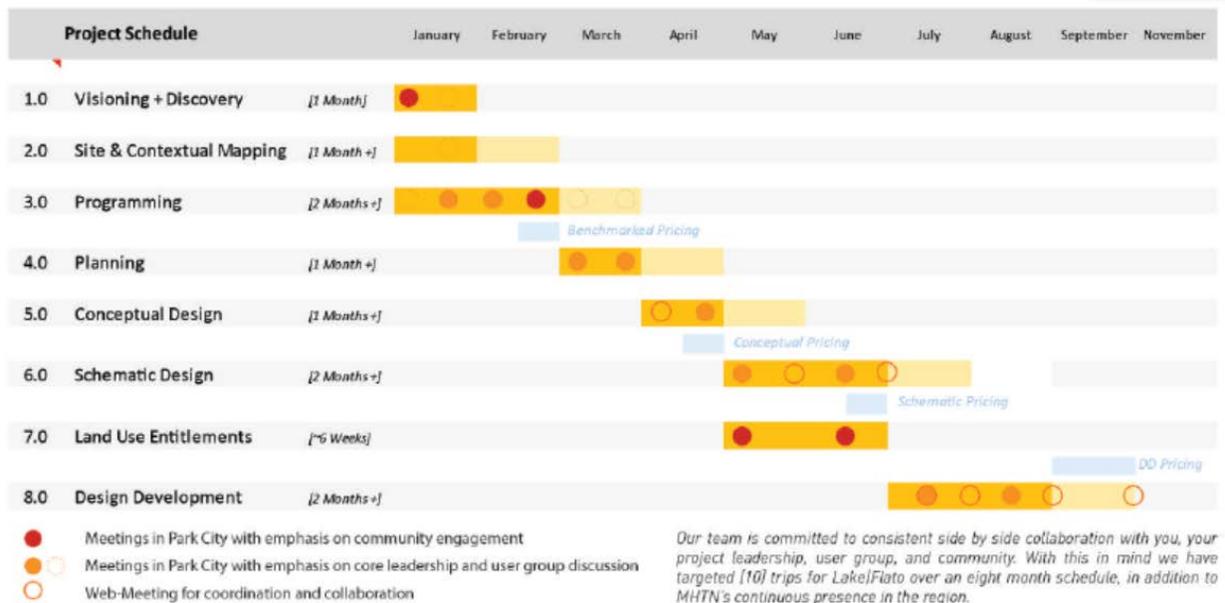
major connectivity gaps between several community walkways and trails, as well as provide safe connections to adjoining commercial and residential areas.

- Munchkin Road improvements will be funded through City streets impact fees.
- Affordable housing will be funded partially from the City's LPA RDA housing pipeline funds (land and 20% construction) and through Park City Housing Authority Rent Revenue Bonds (80% construction).

Attachments

- A Original Lake|Flato Workplan and Fee Schedule (Dec. 21, 2017)

Exhibit A – Original Lake|Flato Workplan and Fee Schedule (Dec. 21, 2017)



PARK CITY SCOPE		
Total Budget	\$50,000,000	Defined Budget
Total Design Fee %	6%	
Total Design Fee	\$3,000,000	
Planning	5.00%	\$150,000.00
Concept + Schematic Design	20%	\$600,000
Design Development	25%	\$750,000
Construction Documents	25%	\$750,000
Bidding & Negotiation	5%	\$150,000
Construction Administration	20%	\$600,000
	100.00%	\$3,000,000.00

KIMBALL + SUNDANCE		
Total Budget	\$27,000,000	90,000 sf @ \$300/SF
Total Design Fee %	0.5%	
Total Design Fee	\$135,000	

		Reimbursables
Total Fixed Fee for TASK 1	\$1,635,000	\$28,000
OR		
Total Fixed Fee for TASK 1 - DD	\$885,000	\$22,000

Consultants Included:

- Architect of Record
- Associate Architect
- MEP Engineering
- Structural Engineering
- Landscape Architect
- Kitchen Consultant
- Civil Engineering
- Cost Estimating
- AV/IT

Fees are based on a continuous design schedule and do not account for stops or revisions between phases.

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

This FIRST ADDENDUM is made and entered into in duplicate this 29th day of January, 2020, with a retroactive date of June 1, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and LAKEFLATO ARCHITECTS., a Texas S corporation, ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on January 15, 2018.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on January 15, 2018, (hereinafter "Original Agreement");

WHEREAS, part of the scope of services is for Service Provider to provide Visioning + Programing, Planning, Conceptual Design/Schematic Design and Land Use Entitlement Services;

WHEREAS, the term of the Original Agreement ended May 31, 2019;

WHEREAS, design and Land Use entitlement Services are still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of January 31, 2021.
- b. **SCOPE OF SERVICE.** The second paragraph of the Scope of Services section of the Original Agreement shall be amended as follows:

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

- c. **INSURANCE.** Paragraph 8 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

8. INSURANCE.

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

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

The Design Professional 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 a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Design Professional agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Design Professional 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 endorsement (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 and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident,

One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Design Professional, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional 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, Design Professional 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 Design Professional'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.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

2. **OTHER TERMS.**

All other terms and conditions of the Original Agreement shall continue to apply.

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

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

MATT DIAS, City Manager

Attest:

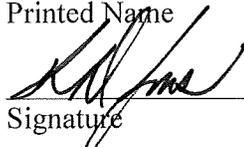
City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
LAKE|FLATO ARCHITECTS, INC., a Texas S
corporation
311 Third Street
San Antonio, TX 78205
Tax ID#: 742452327
PC Business License #: B-016235

RYAN JONES
Printed Name

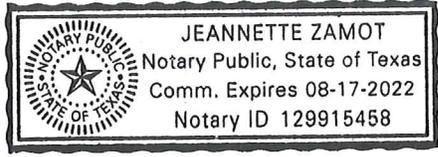

Signature

PARTNER
Title

STATE OF TEXAS)
) ss.
 COUNTY OF BEXAR)

On this 29 day of January, 2020, before me, the undersigned notary, personally appeared Ryan Jones, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Partner (*title*) for LAKE|FLATO ARCHITECTS, Inc., a Texas S corporation.

Jeannette Zamot
 Notary Public



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

This SECOND ADDENDUM is made and entered into in duplicate this _____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and LAKE|FLATO ARCHITECTS., a Texas S corporation, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on January 15, 2018.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on January 15, 2018, with an end date of May 31, 2019, a copy which is attached hereto as Exhibit “1” and incorporated herein;

WHEREAS, the Park City Council approved a first addendum to the Original Agreement on January 30, 2020 with an end date of January 31, 2021, a copy which is attached hereto as Exhibit “2” and incorporated herein;

WHEREAS, the Service Provider continues to fulfill its duties and obligations to provide visioning, programing, planning, design, and land use entitlement services for the Park City Arts and Culture District (“District”) as defined in the scope in the Original Agreement;

WHEREAS, design and land use entitlement services are still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to add additional deliverables associated with detailed programming, a traffic study update, interior schematics, utility siting and coordination, and pre-construction package development in anticipation of negotiating an Architect’s Agreement later this year.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term for the Original Agreement shall be extended to a date of February 28, 2021.
- b. **SCOPE OF SERVICES.** The Scope of Services section of the Original Agreement shall be amended to read:

“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 SIX HUNDRED THIRTY-THREE DOLLARS (\$633,000.00), for a cumulative not to exceed contract price of ONE MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$1,878,000), plus up to THIRTY THOUSAND DOLLARS (\$30,000) in reimbursable expenses as described in Section 8 of the additional scope,

“The City designates David Everitt, or his designee, as the City’s Representative, who shall have the authority to act in the City’s behalf with respect to this Agreement consistent with City ordinances and policies.”

Exhibit A shall be amended to include the attached additional scope of work as Exhibit A.2¹.

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.
3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 13 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

(Signature page follows)

¹ Attached here as Exhibit “3”

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

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

Matthew J. Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

SERVICE PROVIDER:
LAKE|FLATO ARCHITECTS, INC.,
a Texas S corporation
311 Third Street
San Antonio, TX 78205
Tax ID#: 742452327
PC Business License #: B-016235

Printed Name

Signature

Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the ___ day of _____, 2020, at
_____ (insert State and County here).

Printed name _____

Signature:

—

Exhibit 1
Original Professional Services Agreement

Exhibit 2
First Addendum to the Original Agreement

Exhibit 3
Scope of Work Exhibit A.2

[EXHIBIT A.2 DRAFT]

1.0 PROJECT TEAM

The Service Provider will work with the project team below to facilitate services included within this proposal.

Role	Team	Address	Phone #
Architect	Lake Flato Architects	311 3rd Street, San Antonio Texas	210.679.2299
Associate Architect	MHTN Architects	420 E. South Temple #100, Salt Lake City, UT, 84111	801.595.6700
Mechanical Engineer	Interface Engineering	100 SW Main Street, Suite 1600, Portland, OR 97204	503.382.2667
Electrical Engineer	BNA Engineering	393 Riverside Dr. #202, St. George, UT 84790	435.628.3670
Plumbing Engineer	Colvin Engineering	244 West 300 North, Suite 200, Salt Lake City, UT 84103	801.322.2400
Structural Engineer	BHB Strucutral Engineers	2766 Main Street, Salt Lake City, UT 84115	801.355.5656
Civil Engineer	Alliance Engineering	323 Main St., Park City, UT, 84060	435.649.9467
Landscape Architects	MHTN Architects	420 E. South Temple #100, Salt Lake City, UT, 84111	801.595.6700
Transportation/Parking	Fehr & Partners	2180 South 1300 East, Suite 220, Salt Lake City, UT 84106	801.463.7600
AV/IT	BNA Engineering	393 Riverside Dr. #202, St. George, UT 84790	435.628.3670

2.0 SCHEDULE

See descriptions in each section.

3.0 SCOPE OF WORK

Lake|Flato and our design team are being asked to complete the process and deliverables outlined in Section 4.0 for the facilities owned and operated by the City of Park City as designed and listed within the MPD package provided on October 8, 2019. Limit of work is defined in the attached parcel diagram as Lot 1: PCMC.

This program includes:

- Below grade parking garage serving 190 vehicles
- Above grade parking garage serving 90 vehicles
- A 22,860 gsf residential building wrapping the above grade garage.
- A 12,570 gsf transit hub with service for 6 buses below grade
- A 42,020 gsf residential and mixed media/complimentary arts building
- A 42,020 gsf food hall & district service hub

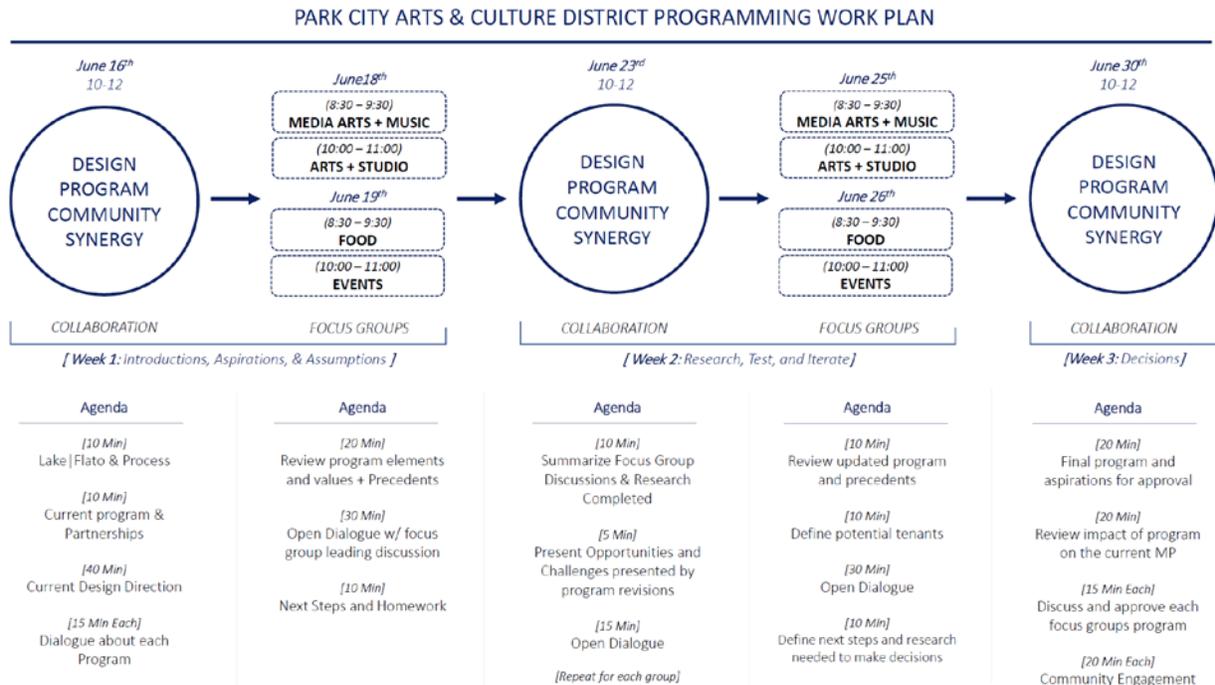
4.0 PROCESS AND DELIVERABLES

[1] DETAILED PROGRAMMING

Design work to date has been completed using information provided by the City and Webb Management during the MPD design process. The city is asking Lake|Flato and our consultants to lead a new programming exercise with a committee of the local community to validate and finalize the interior arts,

music, media, food, and events program of the city structures included within this proposal. Previously many of these spaces were assumed to be shell space for future inhabitation.

Lake|Flato will lead [7] half day workshops in addition to our weekly coordination with the city’s project management team. All meetings will be managed via web-meeting software.



Our deliverables will include:

- Detailed space program showing square footages and noting important requirements
- Adjacency diagrams showing desired relationship between programs or plan test fits
- Narrative explaining the aspirations and vision for Media Arts+Music, Arts+Studio, Food, and Events

This work was completed 7.17.2020.

For the services listed above we are proposing a fee of **\$75,000**.

[2] MPD DOCUMENT UPDATE AND EXTENSION #2

Contract Change 1 extended the MPD schedule through April 1, 2020. Due to circumstances outside of the Design Team’s control our design schedule has been elongated through January 1, 2021. A revised MPD submission is to be delivered July 17, 2020. Once the MPD is submitted, Lake|Flato and MHTN Architects are required to assist with the review process, with an anticipated approval date of no later than January 1, 2021.

In addition to the elongated schedule, the city has requested that the design team update the MPD documents to reflect the feedback provided during the ‘Detailed Programming’ phase of work. This

update will include changes to uses of existing interior square footages on the site. This proposal excludes any design and documentation work for any design changes that increase the currently approved square footage for all city programs in the district.

A few of the key updates to the MPD included, but were not limited to:

- Incorporating additional program and housing
- Raising the building to three stories adjacent to the parking garage
- Extensive coordination with Sundance and Kimball pertaining to the new drop off
- Diagrammatic placement of interior program

This update will require the following:

- Update to the parking calculations
- Update to the housing requirement calculations
- Update to the floor plans
- Additional Coordination meetings to ensure the graphics and program scope align

Future revisions to the MPD submission and schedule extensions will be subject to additional service fees.

For the services listed above we are proposing a fee of \$100,000.

[3] TRAFFIC IMPACT STUDY (TIS) UPDATE

The city requested that our traffic consultant Fehr&Peers provide additional information on the recently completed traffic study. This work was completed prior to 7.17.2020

For the services listed above we are proposing a fee of \$10,000.

[4] INTERIOR SCHEMATIC DESIGN

The Service Provider will complete schematic design for interior spaces not currently addressed or coordinated as part of the MPD process.

This work will be executed between July 17, 2020 and October 1, 2020. For this work to be executed within the timeframe requested the owner will need to provide an approved interior program for all buildings before July 21, 2020.

Our deliverables will include:

- 1/8" floor plans documenting proposed entry points, fixed cabinetry, doors, and window locations.
- Test fits for tenant layouts and egress requirements
- Test fits for housing furniture layouts and needs
- Ceiling diagrams
- Building services program and narrative required to inform interior spatial requirements.
- Structural grid coordination and outline specs for structural systems.

For the services listed above we are proposing a fixed fee of \$338,000.

[5] SITE UTILITY TAP DIAGRAM

The Service Provider will work with MHTN, Alliance Engineering, and BNA Engineers to develop a site diagram for where utility taps may be located along the perimeter of our site as utility projects move forward in the immediate context of our land parcel. Alliance will develop the following information as part of this scope:

Future Utility/Overall Utility Plan (water service design for Kimball and Sundance and coordination with PCMC Water Department and 2020 waterline project in Kearns/SR-248, dry utility plans (power, telecomm, gas), dry utility box locations and maps, coordination and meetings with utility providers and Architect for box locations). The water service coordination effort would be to make sure the PCMC waterline project installs the water service in the appropriate location on Kearns Blvd for both Kimball and Sundance Buildings. Alliance will field survey the utility locations and get an accurate as-built survey shot on the built water stub. This work was completed prior to 7.17.2020.

For the services listed above we are proposing a fixed fee of \$15,000

[6] SEWER DESIGN AND SBWRD LEA

The Service Provider will work with MHTN, and Alliance Engineering to develop a site diagram for developing a LEA for the site, per the scope outlined by our consultant below.

Alliance will develop the following information as part of this scope:

Sewer Design and SBWRD LEA to extend sewer from Kearns to service Kimball and Sundance. SBWRD indicated that a Line Extension Agreement (LEA) application will be necessary for the new sewer main. PCMC will need to be the owner on the application. This process includes preparing exhibit for a board approval, meetings with SBWRD, construction plans, construction survey layout and construction as-built survey, and record drawings. This is the effort we need to move forward with prior to the paving next year and it would be best to have the PCMC waterline project contractor do the work this summer. There is a lot of activity on Kearns. It appears the Waterline contractor is pot-holing utility lines in anticipation of installing pipe. There is a lot of pipe material on-site. The coordination effort to get our water and sewer into our site is a top priority.

For the services listed above we are proposing a fixed fee of \$15,000.

[7] SITE DEMOLITION PACKAGE

The Service Provider will work with MHTN to execute an early Site Demolition Package with MHTN and Alliance Engineering. This work is for all surface elements and does not include excavation. The design team will develop a set of bid documents to demolish and remove all buildings and most surface features on the site. Our process will:

1. Survey and identify existing buildings:
 - a. Photographic elevations of each building structure to be demolished. These photographs will become the basis for the architectural demolition drawing set.

- b. Site survey to identify overall building heights, construction types and any basement structures to be demolished.
2. Work with Alliance Engineering (civil engineer) to identify all existing active utilities to be cut and capped at specific locations.
3. Work with Alliance to develop a Storm Water Pollution Prevention Plan (SWPP) as required for demo permit.
4. Submit drawings to the city for permitting, answer any questions, prepare any addenda and issue a set of documents for general contractors to bid.
5. Assist the client with review of bids and award of contract.
6. Attend General Contractor's construction meetings every two weeks
7. We assume a 3-month demo duration.

This work will be completed prior to 10.1.2020.

For the services listed above we are proposing a fixed fee of \$50,000.

[8] SD PRICING

Lake|Flato will hire a 3rd part cost consultant to provide cost estimating services for the scope outlined in Section 2.0 at the end of schematic design.

For the services listed above we are proposing a fixed fee of \$30,000.

EXCLUSIONS

The design team offers the following exclusions within this proposal:

- Design Work and documentation associated with the repositioning of building footprints and/or program.
- Design of revisions to the adjacent roadways (Munchkin, Bonanza, & Kearns) outside of our sites existing or proposed property lines.
- Design work associated with Kimball or Sundance Parcels of land.
- Construction Drawings or other Construction/Permit Documents and packages not listed in this proposal
- Design of Branding and Graphic wayfinding systems
- FF&E design and documentation services
- Traffic studies, not listed in this proposal (previously provided during MPD phase)
- Food Service Consulting and Design Services
- Sustainability Certification oversight for programs such as LEED, Living Building Challenge, etc.
- All work associated with the pedestrian bridge crossing Bonanza.
- Consulting services not listed in this proposal.
- Hazardous material surveying and abatement
- Geotechnical Services
- Pre-construction inspection services and utility testing
- Site and Utility Surveying
- All Permitting and Design Review Fees by parties not included in Section 1.0.
- AV/IT for music, media arts, and theater.
- Performance space acoustic design

5.0 FEE SCHEDULE

Below is a fee proposal for the service outlined in sections 1.0 – 4.0.

[1] DETAILED PROGRAMMING FEE:	\$75,000
[2] MPD DOCUMENT UPDATE & EXTENSION #2	\$100,000
[3] TRAFFIC IMPACT STUDY (TIS) UPDATE	\$10,000
[4] INTERIOR SCHEMATIC DESIGN	\$338,000
[5] SITE UTILITY TAP DIAGRAM	\$15,000
[6] SEWER DESIGN AND SBWRD LEA	\$15,000
[7] SITE DEMOLITION PACKAGE	\$50,000
[8] SD PRICING	\$30,000
TOTAL PROPOSAL FEE	\$633,000 + reimbursables.

6.0 ADDITIONAL SERVICES

If additional time or scope is requested of the design team it will be subject to additional services. Service Provider will alert the owner to the need for additional services before rendering the requested services. Changes in scope require an amendment to this agreement and are subject to City Council approval.

7.0 HOURLY RATES

Hourly rates for the Service Provider and our consulting partners are included in 'Exhibit B'.

8.0 REIMBURSABLE EXPENSES

Reimbursable expenses for the scope anticipated within this proposal are not to exceed \$30,000, without owner approval.

These expenses include Mileage, Food during Travel, Air Travel, Hotel, Rental Car, Parking, Computer Plotting/printing, Photocopies, Courier Services (UPS/FedEx, etc.), and US Mail.

- This proposal includes expenses for travel associated with meetings held in Park City to facilitate collaboration and coordination for Design Development of scope outlined in section 3.0.
- This proposal estimates no more than \$3,000 in reproduction/printing costs and assumes digital file distribution will be the primary form of file sharing utilized for this project. Service Provider will inform the City if/when this target is being approached or exceeded.
- Materials prepared for and presented at design meetings are included in the reimbursable allowance above. However, reproduction of materials beyond those produced as part of a meeting are outside the scope of this proposal and will be paid directly by the owner with prior City Approval.
- This proposal assumes a minimum of two weeks' notice for booking flights and travel. Permit fees and other forms of certification review are not included in this proposal.

[EXHIBIT B]

2020 Hourly Rates

[1.0] Lake | Flato Architects Hourly Billing Rates

Title	Billing Rate
Principal	\$420.00
Partner	\$330.00
Associate Partner	\$225.00
Associate	\$190.00
Project Architect	\$180.00
Project Director	\$160.00
Project Designer	\$140.00
Designer	\$115.00
Intern	\$65.00

[2.0] MHTN Architects Hourly Billing Rates

Title	Billing Rate
Principal	\$230.00
Associate Principal	\$195.00
Project Manager	\$190.00
Sr. Landscape Architect	\$155.00
Architect	\$140.00
Architectural Intern	\$125.00
Landscape Architect	\$125.00
BIM Modeler	\$115.00
Senior Estimator	\$200.00

[3.0] Alliance Hourly Billing Rates

Title	Billing Rate
Principal Engineer	\$150.00
Registered Engineer	\$140.00
Engineer	\$100.00
Draftsman	\$100.00
Office Manager	\$60.00

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

This **2nd** ADDENDUM is made and entered into in duplicate this **20th** day of **JULY**, 2020, with a retroactive date of June 1, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and LAKEFLATO ARCHITECTS., a Texas S corporation, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on January 15, 2018.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on January 15, 2018, (hereinafter “Original Agreement”);

WHEREAS, part of the scope of services is for Service Provider to provide Visioning + Programing, Planning, Conceptual Design/Schematic Design and Land Use Entitlement Services;

WHEREAS, the term of the Original Agreement ended May 31, 2019;

WHEREAS, design and Land Use entitlement Services are still ongoing; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement shall be extended to a termination date of January 31, 2021.
- b. **SCOPE OF SERVICE.** The second paragraph of the Scope of Services section of the Original Agreement shall be amended as follows:

The City has designated the City Manager, or his designee as the City’s Representative, who shall have authority to act on the City’s behalf with respect to this Agreement constant with the budget contract policy.

- c. **INSURANCE.** Paragraph 8 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

8. INSURANCE.

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

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

The Design Professional 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 a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Design Professional agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Design Professional 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 endorsement (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 and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident,

One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Design Professional, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional 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, Design Professional 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 Design Professional'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.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

2. **OTHER TERMS.**

All other terms and conditions of the Original Agreement shall continue to apply.

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

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

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

MATT DIAS, City Manager

Attest:

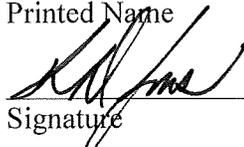
City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
LAKE|FLATO ARCHITECTS, INC., a Texas S
corporation
311 Third Street
San Antonio, TX 78205
Tax ID#: 742452327
PC Business License #: B-016235

RYAN JONES
Printed Name


Signature

Partner
Title

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Amendments to the Shop, Dine and Stroll – Main Street Car-Free Special Event Permit, which includes Extending the Event through October 25, 2020 and adding Saturday, August 1, September 5, and October 3, and Special Event Fee Reduction up to \$120,000 in a Form Approved by the City Attorney

(A) Public Input (B) Action

Suggested Action:

Attachments:

[PC Shop Dine and Stroll Update and Approval Staff Report](#)



City Council Staff Report

Subject: Shop, Dine & Stroll - Main Street Car-Free Sunday Amendment Approval
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: August 4, 2020
Type of Item: Administrative – Changes to Special Event Permit

Executive Summary

Approve amendments to the Shop, Dine and Stroll – Main Street Car Free Special Event Permit, in a form approved by the City Attorney, and overall update of the program and operations.

Staff recommends Council:

1. Approve an amendment to the Shop, Dine and Stroll permit, specifically the date extension through October 25, add three Saturdays, and increase fee reduction threshold to \$120,000.
2. Direct staff to continue monthly Council updates; and
3. Continue monthly walkthroughs with HPCA and Council Liaisons (dates tentative September 12 and October 10).

Background

On [May 28, 2020](#) (p. 7 to 34/ [minutes](#) p.3 to 11), in response to a [request from the Historic Park City Alliance \(HPCA\)](#), the City Council approved a Level 4 Special Event Permit for Shop, Dine and Stroll – Main Street Car Free Sundays through September 6. The Special Event Permit was issued to allow temporary outdoor business activation to facilitate phased business reopening and increased physical distancing during Covid 19 economic recovery. As part of the approval, Council:

- Delegated administrative approval of operational changes to the City Manager (CM);
- Approved \$80,000 for Special Event Fee Reduction (SEFR) for City Services; and
- Directed staff to return to the [July 9](#) (p. 66) and August 4 meetings for an update.

At the request of HPCA:

- On [June 25](#) (p. 13), Council approved the addition of Saturday, July 4;
- On [July 30](#) (p. 199), during a Special Event Update, Council was supportive of the following requested changes, which staff recommends Council formally approve, all other terms of the permit will continue to apply:
 - Extend the event permit through October 25;
 - Add three Saturdays (August 1, September 5 and October 3);
 - Increase the SEFR not to exceed \$120,000.

Analysis

On May 28, Council discussed how to measure success. While lacking reliable, individual and statistically relevant year over year sales data, staff believes the event can be considered “successful” based on anecdotal comments as well as various data sets and trends. However, many local businesses are still suffering due to the mandated

Spring closures, social distancing regulations, and lack of special events and overall visitation. While the future of many local businesses remains uncertain, Economic Development staff continue to support efforts to create a more flexible and adaptive business environment.

Merchant Participation, Sales, Marketing Efforts

- Staff worked with HPCA to create [Guidelines for outdoor activities](#). Of the 43 businesses actively participating, 18 are Restaurants/Bars, 16 are Retail, 2 are Activities, 2 are Cafes, 4 are Galleries and 1 Real Estate.
- HPCA is supportive of continuing the event – while the program has been successful for some businesses, other businesses are struggling and do not attribute increased sales to car-free Sundays.
- HPCA’s continued marketing efforts drive brand awareness and interest in the Main Street business district, and should be seen as a huge positive.
 - Due to concerns of potential crowds during the 4th of July holiday, Wasatch Front marketing efforts were paused.
 - Trackable digital efforts are consistent across platforms with Car-Free Sunday messaging outperforming our brand awareness efforts.
 - Traffic to historicparkcityutah.com is up 53% compared to 2019 (11,303 sessions in 2020 compared to 7,387 sessions in 2019).
- While not directly attributed to the event, Lodging trends continue to increase but are significantly below 2019 numbers. April Sales Tax data, indicates revenues beating projections.
- Lodging numbers alone don’t represent perceived “business” of town. Staff is researching tools to quantify how many visitors/non-residents are here. Staff believes that nightly and longer term rentals, outside traditional hotels, have grown considerably.

Operations & Programming

- Staff continues to collaborate with HPCA on a weekly basis regarding changes in operations, which were delegated by Council to the City Manager to approve, including:
 - Closing Heber Avenue
 - Implementing closure at 7 a.m. (instead of 11 a.m.)
 - Opening street earlier than 10 p.m. due to inclement weather or quieter evenings.
 - Staff will continue to monitor earlier reopenings based on weather and attendance and make changes as necessary.
 - Facilitate further expansion of outdoor areas for restaurant dining and ensure fire/emergency lanes maintained.
- Programming has been implemented by the City to help build vibrancy yet not draw large crowds, including: E-Bike station, Balloon Art, Chalk Art, Street Murals and Music (non amplified), Piano and Opera pop up concerts, Glass Blowing, and Kimball Art Center activations.

Transportation, Parking, Transit

- Parking remains free. Surface lots along Swede Alley and Park Avenue remain near capacity, which is consistent with trends on other days of the week. While cars are parking on Park Avenue, staff has not received any complaints about traffic or parking from residents during the event.

- Parking in China Bridge reached its highest point on July 12 at 5 p.m. when occupancy was 72%, compared to other weekly averages between 45% and 65%.
- Many attendees enjoy riding bikes and ebikes to the event. Data trends show that ebike stations around Main Street are popular. We have worked to mitigate bikers riding too fast down the street with “slow your roll” signs.
- Transit ridership is showing increased rider trends on Sundays system wide (despite reduced routes) since the beginning of the event. While ridership has dropped compared to pre Covid 19 numbers, ridership increases weekly during the event.
 - The event started on June 14, with 2,596 rides, compared to the week before the event began on June 7, with 1,521 rides system wide.
 - The most ridership during the event was July 4, with 3,194 riders systemwide (other years, we see close to 20,000 riders during the holiday weekend).
 - Weekly, the most popular route is the 10 White (Electric Xpress). At its lowest day during the event on June 28, it had 622 riders, compared to the highest day on July 26 where the route had 939 riders.
 - The Trolley runs on Swede Alley to the Brew Pub Lot; the ridership varies from week to week. 345 people rode the Trolley on July 4—the busiest day yet.
- Residential and neighborhood impact mitigation is working. Staff received one concern from a Hillside resident that efforts were slipping; staff confirmed operations have been consistent and not changed throughout of the event.

Physical Distancing & Face Coverings

- Face coverings seem to be more common since the Mask Order. Staff continues weekly mask distribution, distributing more than 2,000 masks to date.
- Staff continues to provide increased sanitation services including restroom attendants, hand sanitizer stations and constant wiping down of shared surfaces such as handrailings and public benches.
- Attendance is difficult to estimate. Removal of vehicles has allowed ample distancing space for patrons. While staff has received a few concerns from businesses, staff continues to monitor, gathering or lack of physical distancing has not been a concern.

Funding

The original cost increased largely due to earlier road closures (requires more staff time). Staff anticipates overall cost not to exceed \$120,000 due to the additional Saturdays and Sundays.

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve One-Time Changes to the 2021 Sundance Film Festival in a Form Approved by the City Attorney

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Sundance Film Festival 2021 Changes Staff Report](#)



City Council Staff Report

Subject: Approval of Changes to the 2021 Sundance Film Festival
Author: Jenny Diersen & Jonathan Weidenhamer
Department: Special Events & Economic Development
Date: August 4, 2020

Recommendation

Hold a public hearing, take public comment, and approve one-time changes effective only for the 2021 Sundance Film Festival (SFF/Festival) in a form approved by the City Attorney due to the impacts of Covid 19. All other terms of the contract will continue to apply. Changes include:

- Reduce the Festival from 10 days to 7 days;
- Change the Dates of the Festival from January 21 – 31, to January 28 to February 3;
- Reduce the use of City Property for the Festival to the Park City Library;
 - Staff will work with Sundance to permit the Ray Theatre as a venue.
- Suspend the requirement to hold 70% of the Festival in Park City and Summit County;
- Reduce transportation requirements for the Festival, including that Sundance will not be responsible to paying for and provide transit services to mitigate impacts.

Staff will return at subsequent meetings in the fall to request approval of Supplemental Plans and operational details as according to the City Services Agreement and Section 4A Special Events of the municipal code.

Executive Summary

Due to the impacts of the Covid-19 pandemic, the Sundance Institute has requested a series of one year changes to the 2021 Film Festival to ensure a safe and fiscally responsible Festival. As such, per requirements of the Sundance [City Services Agreement](#), City Council needs to authorize the changes. Sundance will return at later dates to seek final City approval of the details of the annual Supplemental Plan.

Our contract is fundamentally rooted in mutual cooperation and flexibility and is structured to accommodate an unanticipated occurrence such as this so that both parties can continue the mutual benefits.

Background

Sundance Institute is a long standing partner and local non profit organization in the Park City community. Both the organization and the Festival reinforce unique cultural experiences and significant economic vitality for Park City, the state of Utah, and independent film enthusiast from around the world. A background of the event and current contract can be found [here](#).

Analysis

The impacts of Covid 19 have been unprecedented to our economy, cultural organizations and community as a whole; we still do not know the outcome of impacts. Sundance Institute is in the process of working to define a detailed operating plan for its upcoming Festival with a significantly reduced scope. Due to the impacts of Covid 19, and the unknown health and safety risks, Sundance proposes to significantly reduce scope of the event including the amount of theatres and venues. There is also a significant shift away from a live, in-person approach to a virtual based Festival. This shift results with challenging and costly operational pivot, as theatre capacity and resulting ticket revenues are likely to be reduced by 75% of normal occupancy to ensure the health and safety of attendees.

While the changes proposed are significant, staff recommends Council approve the request. Staff is confident we can work on operational plans that meet the requirements for mitigating any impacts of the Event, including transportation and public safety, while providing a safe and successful Festival. The Institute and staff need time to work through final operational details before returning to Council, but Sundance is unable to continue planning without Council first approving the reduced scope and changed dates.

Funding

City services costs including waived fees for the typical are included in the approved FY 21 budget, pursuant to the [City Services Agreement](#).

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Johnny Wasden

Submitting Department: Parking Services

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-40, an Ordinance Enacting Park City Municipal Code Section 9-3-5, Electric Vehicle Charging Stalls
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Electric Vehicle Charging Station Code Amendment Staff Report](#)

[Exhibit A: EV Charging Stall Ordinance and Code Amendment](#)



City Council Staff Communication

Subject: Electric Vehicle Charging Code Amendment
Author: Johnny Wasden, Parking Manager
Department: Parking Services
Date: August 4, 2020
Type of Item: Legislative

Recommendation

Adopt amendment to Municipal Parking Code 9-3 to allow enforcement to ensure electric vehicle charging stations are used appropriately.

Background:

Since 2019, there have been substantive increased numbers of electric vehicle charging stations installed throughout Old Town Park City. Expanding and promoting sustainable options for electric vehicles is an important piece of Park City's sustainability goals. Given the already high demand for parking in town, Parking Services anticipates strain on these stalls by non-electric vehicles if there are no definitions of enforcement.

Staff recommends Council adopt the following amendment to Municipal Parking Code 9-3 effective starting September 1, 2020.

9-3-5 Electric Vehicle Charging Stalls

Spaces designated for electric vehicles charging shall be clearly marked as such. When a space has been so marked no person shall park or stand any nonelectric vehicle in that space. Any nonelectric vehicle so parked is subject to civil fine or removal. The fine for violation of this Section will adhere to the current, adopted fee schedule and shall be collected in the same manner and with the same penalties for late payment as other on street parking violations.

Any electric vehicle parked in such a space must be actively charging and observe the time limit for the vehicle charging stall or, if there is no vehicle charging stall time limit, the time limit for the underlying parking zone.

Department Review:

Legal, Planning, Sustainability and the City Manager reviewed this report.

Ordinance No. 2020-40

**AN ORDINANCE ENACTING MUNICIPAL CODE OF PARK CITY SECTION 9-3-5,
ELECTRIC VEHICLE CHARGING STALLS**

WHEREAS, the City Council adopted the Municipal Code of Park City to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City;

WHEREAS, the City Council adopted Resolution 32-2018 to establish ambitious goals to be net-zero and to run on 100% renewable electricity for City operations by 2022, and for the community by 2030;

WHEREAS, the City announced a plan to install 100 electric vehicle charging stalls for public use throughout the City;

WHEREAS, the Municipal Code of Park City Title 9, *Parking Code*, establishes standard parking regulations, time limitations, and civil fines for public streets and public parking facilities;

WHEREAS, to reserve electric vehicle charging stalls for electric vehicle charging use only;

WHEREAS, to establish time limitations specific to electric vehicle charging stalls;

WHEREAS, to establish civil fines for—or removal of—nonelectric vehicles that park in an electric vehicle charging stall;

WHEREAS, the City Council duly noticed and conducted a public hearing on August 4, 2020;

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

SECTION 1. MUNICIPAL CODE OF PARK CITY TITLE 9, *Parking Code*. The recitals above are incorporated herein as findings of fact. Section 9-3-5, *Electric Vehicle Charging Stalls*, is hereby enacted in the Municipal Code of Park City as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective September 1, 2020.

PASSED AND ADOPTED this 4th day of August, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

1 **Attachment 1**

2 **Municipal Code of Park City**

3 Section 9-3-5 is enacted to read:

4 **9-3-5 Electric Vehicle Charging Stalls**

5 Spaces designated for electric vehicle charging shall be clearly marked as such. When
6 a space has been so marked, no person shall park or stand any nonelectric vehicle in
7 that charging stall. Any nonelectric vehicle so parked is subject to civil fine or removal.

8 The fine for violation of this Section will adhere to the current, adopted fee schedule and
9 shall be collected in the same manner and with the same penalties for late payment as
10 other on street parking violations.

11

12 Any electric vehicle parked in such a space must be actively charging and observe the
13 time limit for the vehicle charging stall or, if there is no vehicle charging stall time limit,
14 the time limit for the underlying parking zone.

Council Agenda Item Report

Meeting Date: August 4, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the Third Amendment to Kings Crown Housing Mitigation Plan
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Kings Crown Third Amended Housing Mitigation Plan Staff Report](#)

[Exhibit A: Kings Crown Proposed Housing Mitigation Plan Amendment](#)

[Exhibit B: Draft Kings Crown Housing Mitigation Plan Third Amendment](#)



Housing Authority Staff Report

Subject: King's Crown 3rd Amendment to Housing Mitigation Plan
Author: Jason Glidden & Rhoda J. Stauffer, Affordable Housing
Date: August 4, 2020
Type of Item: Administrative

Recommendation

Review the proposed third amendment to the King's Crown Housing Mitigation Plan, hold a public hearing, and approve the amendment in fulfillment of the affordable housing obligation generated by the King's Crown at Park City project.

Summary

In accordance with [Park City Housing Resolution 03-2017](#), development agreements resulting from Master Planned Developments (MPD) trigger a housing obligation of 15% of the number of residential units built and/or 20% of employees generated in commercial projects. This project does not have any commercial units. The Applicant is developing King's Crown at Park City with a total of 65 market-rate residential units, including:

- 31 Condominiums in three buildings;
- 7 townhomes; and
- 27 single family lots.

The proposed amendment exceeds the number of units required by the Housing Resolution. The City is supportive of the amendment as it increases the number of affordable units preserved. These units are located in a desirable location, and will be sold at a price point considerably lower that will make them more desirable to more applicants.

Background

On January 10, 2018, the Park City Planning Commission approved the MPD for the Kings Crown at Park City project ([staff report linked here](#), page 354) and entered into a [Development Agreement](#) which was ratified by the Planning Commission on June 13 and recorded on June 14, 2018. On August 8, 2018, Park City Planning Commission forwarded a positive recommendation and on August 30, the Park City Housing Authority approved a Housing Mitigation Plan proposed by CRH Partners, LLC. The Action Letter verifying the approval is [attached here](#).

On May 29, 2019, the Applicant received approval to amend the Housing Mitigation Plan to remove income limits for the remaining attainable condo units which were proving difficult to sell. The Applicant also added an affordable condo unit to one of the market rate condominium buildings. The total number of residential units increased in Building B resulting in an additional affordable unit equivalents (AUE) obligation. Please find the Action Letter verifying the amendment approval [attached here](#).

On November 21, 2019, the Applicant received approval to amend the Housing Mitigation Plan and change Unit #B101 in Building B from common area to private so that potential future sale of the condo unit was possible. Please find the Action Letter verifying the 2nd amendment approval [attached here](#).

Analysis

Request to change Attainable units to Market

After continued unsuccessful attempts to sell the attainable condo units in Building A (the units have been for sale since October of 2019), the Applicant is submitting a request to convert five of the attainable condo units to market rate condo units and two of the attainable condo units to affordable condo units. The deed restrictions would be removed from the five market condo units and sales prices would not be limited. The HOA dues would increase accordingly for those condo units while reducing affordable rates for the deed restricted condo units.

It is proposed that the two remaining attainable condo units would be converted to affordable condo units and sold for \$311,358. These prices were set to meet affordable housing pricing for households at 80% of AMI (annual income of \$82,008 for a family of three) in Summit County.

The proposed changes will affect the overall housing requirement for the development. Based on the new number of market rate units being developed, the new housing requirement will increase. See the chart below.

Kings Crown Affordable Housing Housing Requirement		
	Current	Proposed
Market Rate Units	60	65
Affordable Housing Units Required	9	9.75
Required Square Footage	8100	8775
Proposed Affordable Housing Units	17.79	12.91
Proposed Square Footage	16013	11616

The developer is proposing to exceed the housing requirement of 9.6 AUE's by providing a total of 12.91 AUE's. While this is an overall drop in the total number of attainable condo units, staff believes that this is a win/win situation. First, the two affordable condo units will be offered at a price point well below what they are currently being offered for the attainable condo units, which will make them available for a wider range of applicants. Second, the developer is proposing new HOA fees that would significantly increase monthly dues for the market rate condo units while cutting the monthly rate for all affordable condo units by nearly 50%, making all the affordable units more affordable in the long run. Third, the developer has proposed that the two affordable condo units be located on the third floor of the building, resulting in all of the affordable condo units being co-located on one floor. This should minimize negative

impacts that may be caused if some of the market rate condo units become nightly rentals.

A condition of approval will be that the Plat, CCRs and Restrictive Covenants are all amended for Building A to account for this change and in a form approved by the City Attorney's office. The changes will include a provision in the CCRs protecting the affordability of the HOA dues for the nine AUEs in the building.

Department Review

This report has been reviewed by the Community Development and Executive departments and the City Attorney's Office.

Funding Source

There is no funding source needed for this project.

Attachments

- Exhibit A – 3rd Amendment Proposal from Applicant
- Exhibit B – Draft Approval for 3rd amendment to the Kings Crown Affordable Housing Mitigation Plan

July 17, 2020

Mr. Jason Glidden
Park City Housing Development Manager
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1450
Park City, Utah 84060

RE: King's Crown Affordable Housing

Thank you for the opportunity to submit this proposal to you. We appreciate the Council's consideration of this concept. As you are aware, we have had a very difficult time selling the attainable housing units associated with King's Crown. The affordable units sold immediately and we could have sold them many times over. We were required to build seven affordable units as a result of our housing obligation for King's Crown. We chose to build not only the seven affordable, but eight additional attainable units. This was meant completely in the spirit of doing the right thing and attempting to address the issue of affordable housing within City limits.

Unfortunately, what we found was that there were relatively few attainable buyers and even fewer that could pass the criteria implemented in the deed restrictions. After two years and one attainable sale, we have found ourselves in the unenviable position of going back to the City to reexamine the attainable units to see if there were alternatives that could be considered. Our workforce building was constructed on-site and was the first building constructed in the entire King's Crown project. Our commitment is and remains strong for affordable housing. However, the market has made it clear that attainable housing, while perhaps strong in other communities such as Aspen, is not yet a market force in Park City.

At the present time, we are very upside-down with the workforce housing building from a cost-to-revenue perspective. That is not as much of a consideration as is the apparent inability to sell the attainable units. At the same time, the affordable housing need in Park City remains acute. The combination of these dynamics has created a possible solution we respectfully request that the Council consider. The idea originated from Staff and we would like to request permission to pursue this idea formally.

It has been determined that the greatest need is more affordable housing units. While the economics of the building preclude us reducing the current pricing, a combination/mix of affordable units and market-rate units would not cause additional loss and at the same time provide for additional affordable housing. The basic proposal is that we convert two of the remaining Attainable units to affordable housing units (AMI to be determined by Affordable Housing Staff). The remaining five units would be sold at market-rate. The City affordable housing inventory would increase by two units and the net additional units contributed to the City would be above and beyond the current requirement.

The above idea that was developed by the City Staff and Council, is an elegant solution to a difficult problem. The Attainable Buyer that fully qualifies for deed-restricted housing is much rarer than we had anticipated. Due to the high AMI of an attainable unit, the price approaches market-rate, particularly when one considers the older inventory located at the base of the resort. Buyers who qualify will tend towards obtaining an older market-rate unit to avoid the deed-restrictions. By converting the current attainable units into affordable, the market opens up very widely and these units will be greatly sought after and there will likely be many qualified applicants interested in them. Converting the upper two floors to market-rate in exchange for the two new affordable units is a win for the City, a win for two eligible buyers and a win for CRH, who is underwater on the building.

We have put together an Exhibit showing the original concept and the proposed concept and they are attached to this report. As the Exhibit shows, the first two floors do not change. In the third floor, the two eastern-most units change from attainable units to affordable units so that the entire third floor is now affordable in the proposed plan. The upper floors convert to market-rate and the one attainable unit that was sold remains as an attainable unit and is under the deed-restrictions imposed at the time of the sale. The following Table 1. Shows the individual units, their square footages, their designation (affordable, attainable or market) currently and their proposed designation subsequent to this application.

Table 1.

Unit #	Square footage	Designation (current)	Designation (proposed)
A101	1,349 sf	Affordable	Affordable
A102	1,000 sf	Affordable	Affordable
A203	1,000 sf	Affordable	Affordable
A202	998 sf	Affordable	Affordable
A203	1,377 sf	Affordable	Affordable
A301	989 sf	Attainable	Affordable
A302	987 sf	Attainable	Affordable
A303	1,000 sf	Affordable	Affordable
A304	997 sf	Affordable	Affordable
A401	671 sf	Attainable	Market
A402	959 sf	Attainable	Market
A403	1,174 sf	Attainable	Market
A404	1,189 sf	Attainable	Market
A501	1,160 sf	Attainable	Market
A502	1,163 sf	Attainable	Attainable

Having a Market component within the building will also bring with it a cash-incentive that will greatly benefit the current affordable and attainable owners. It is entirely within the law to assign HOA dues based on a value perspective. Naturally, the market units will be substantially more valuable than the affordable units. This gives us an opportunity to drastically reduce the monthly HOA dues for the affordable units. We believe that it will allow for a 50% reduction from the current dues and thus make the units a great deal more affordable and livable.

We deeply appreciate the Affordable Housing Authority's consideration of this request. We believe that this proposal is a very graceful solution to a complex problem. It allows for additional affordable units to be placed into the market. It also minimizes the loss being absorbed by the applicant on the building. Most importantly, it puts people into housing where it is need most. Please do not hesitate to contact me with any questions or comments whatsoever concerning his proposal.

Sincerely,



Rory Murphy
Managing Partner
CRH Partners, LLC

**THIRD AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE KINGS
CROWN PROJECT FINDINGS OF FACT, CONCLUSIONS OF LAW AND
CONDITIONS OF APPROVAL**

WHEREAS, the owners of the Kings Crown Project located on Lowell Avenue and Rothwell Road have a total housing obligation of 8,775 SF equaling 9.75AUEs.

WHEREAS, the Park City Housing Authority approved a Housing Mitigation Plan on August 30, 2018, for the construction of a 15-unit building, Building A, to provide seven Affordable units priced affordable to households earning an average of 76% of AMI and eight Attainable units priced affordable to households at 150% of AMI.

WHEREAS, the Park City Housing Authority approved an amendment to the Housing Mitigation Plan on May 29, 2019, adding another AUE to Building B to meet an increase in the number of residential units due to a change in project design. The amendment also lifted the income limits for the remaining Attainable units which hadn't sold after 10 months of advertising.

WHEREAS, the Park City Housing Authority approved a 2nd amendment to the Housing Mitigation Plan on November 21, 2019 allowing the AUE in Building B to be changed from common space to private.

NOW, THEREFORE, the Housing Authority of Park City, Utah hereby approves the 3rd Amendment to the Housing Mitigation Plan as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Housing Mitigation Plan submitted by the Applicant is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The applicable Development Agreement was recorded June 14, 2018 for the Kings Crown Master Planned Development (MPD).
2. Housing Resolution 03-2017 Section 8 requires that affordable housing shall be provided equal to 15% of the market residential units in an MPD. The total residential units proposed in the MPD are sixty-five (65), 15% equals 9.75 Affordable Unit Equivalents (AUEs) totaling 8,775 SF. This requirement is met by providing 12.91 AUEs (11,616) of affordable housing averaging less than 80% of AMI. Each AUE is measured as 900 square feet of interior space.
3. The Housing Mitigation Plan was recommended for approval by the Planning Commission to the Park City Housing Authority on August 8, 2018.
4. The applicant proposes to build:
 - a. 9,697 SF of affordable housing comprised of nine (9) two and three bedroom units varying in size from 997 SF to 1,377 SF within Building A;
 - b. one (1) 1,163 SF attainable unit (150% AMI, HUD Income Limits) in the same Building A; and
 - c. One (1) unit of 756 SF in Building B.

5. The Applicant proposes to price the nine affordable units at an average household AMI of 77% (\$57,834 to \$85,680 annual household income based on the Resolution definition of household size) and one unit at attainable to 150% of AMI depending on the household size (\$128,520 to \$219,600 annual household income).
6. The Applicant proposes to plat the 756 SF, one-bedroom unit in Building B (B101) as a private unit and set rent affordable to a household at 45% of AMI.
7. Under Section 9 of the Housing Resolution, Applicant is requesting to use Alternative Distribution Ratios so that instead of building 4 townhomes, 1 single family home and 3.5 condominiums, they build 11 affordable/attainable Units in two buildings.
8. Housing Resolution 03-2017 allows for waivers by the Housing Authority.
9. The Applicant has requested the Housing Authority waive pursuant to Section 19 of Housing Resolution 03-2017 requirements related to construction timing and delivery of the affordable housing units, specifically Sections 11 (Timing of Occupancy) which states that the affordable units must be delivered in proportional timing to the market units & 14A (Construction of Market Units) which states that Affordable units shall be made available for occupancy on approximately the same schedule as a project's market units; except that Certificates of Occupancy for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units.
10. The waiver provision states that the City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development.
11. The Applicant will build the affordable/attainable building to green building standards in compliance with Section 9.B.5 of Housing Resolution 03-2017.
12. In addition, in order to meet the spirit of the Housing Resolution timing requirements, applicant proposes that:
 - a. CRH will post a Performance Bond in an amount equal to the construction cost and in a form acceptable to the City for the completion of the Affordable Housing building.
 - b. If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.

Conclusions of Law:

1. The conditions of the Development Agreement between CRH Partners, LLC and Park City Municipal Corporation recorded on June 14, 2018 related to Affordable Housing have been met by this plan.
2. This plan complies with Park City Housing Resolution 03-2017.

- Housing Authority approves a waiver of the Housing Resolution timing of construction and delivery of the affordable housing units.

Conditions of Approval:

- The Affordable Housing building will be the first building to draw a building permit.
- No Certificate of Occupancy will be granted for the Crown Homes (market townhomes) prior to receiving the CO for the affordable/attainable building.
- CRH will post a Performance Bond equal to the cost of construction and in a form acceptable to the City for the construction of the Affordable Housing building.
- If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.
- Units will be sold at pricing as follows:

Unit #	Sq Ft	# of	
		Bedrms	Sales Price
A-101	1,349	3	\$ 308,010.00
A-102 ADA	1,000	2	\$ 200,724.00
A-201	1,000	2	\$ 242,558.00
A-202	998	2	\$ 242,558.00
A-203	1,377	3	\$ 308,010.00
A-303	1,000	2	\$ 267,632.00
A-304	997	2	\$ 267,632.00
A-301	989	2	\$ 311,358.00
A-302	987	2	\$ 311,358.00
A-502	1,163	3	\$ 577,519.00

- Deed Restrictions shall be recorded against 11 units in a form approved by the City Attorney.
- CCRs for the Affordable/Attainable building will include a provision that HOA fees won't increase more than three percent (3%) per year.
- Initial HOA dues shall not exceed an average of \$250 per month per unit excluding utilities and internet and/or an average of \$370 per month per unit including utilities and internet.
- Ten units within Building A, the affordable/attainable building shall be sold to Qualified Buyers as defined in the recorded Deed Restriction.

10. One Unit within Building B will be rented to Qualified Renters defined in the recorded Deed Restriction, or if sold, to a Qualified Buyer as defined in the recorded Deed Restriction.
11. All sales shall be approved in writing by the City Affordable Housing Office.
12. Housing Authority waived the Housing Resolution 03-2017 construction timing and delivery of the affordable housing units Sections 11 and 14.A.
13. The 756 SF one-bedroom unit in Building B (B101) shall be platted as a private unit and rent shall be set affordable to a household at 45% of AMI (\$39,528 maximum income for a family of two and \$988 monthly rent in 2019) and shall be inclusive of HOA dues. HOA dues may not be charged separately to the lease holder of Unit B101.

SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

PASSED AND ADOPTED this 4th day of August, 2020

PARK CITY HOUSING AUTHORITY

Andy Beerman, CHAIR

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

Mark Harrington, City Attorney