PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 13, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 13, 2005.

Closed Session - Executive Conference Room
4:00 p.m. Property
5:00 p.m. Break

Work Session – City Council Chambers
5:15 p.m. Council questions and comments
5:25 p.m. RAB Visioning update

Regular Meeting – City Council Chambers
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

IV CONSENT AGENDA PUBLIC HEARING

Ordinance approving a final record of survey plat for The Lofts, an expandable condominium project, located at 570 Deer Valley Drive

V CONSENT AGENDA

Ordinance approving a final record of survey plat for The Lofts, an expandable condominium project, located at 570 Deer Valley Drive

VI NEW BUSINESS

Authorization to the City Manager to execute a Utah Power & Light work agreement in the amount of $130,825, in a form approved by the City Attorney, for the relocation of overhead electric utilities associated with Phase 1 of the Downtown Improvement Project

VII ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted.

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 20, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, October 20, 2005.

Posted: 10/10/05
See www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

October 2005

17 Breakfast meeting – School District Offices
20 **No meeting**
27 Quarterly goals – work
Historic District update – Pat
Business license fees – work/hearing/action
Review and comment on Snyderville Basin Transportation Plan (1 hour)
Bond resolution - Community Impact Board water bonds
Ordinance- approving a plat amendment for The Public Works Building, located at 1630 Short Line Road (Pat)
Ordinance – Thaynes Canyon zone language – Brooks
Ordinance – 7155 Little Belle Court plat amendment – David
Sundance MOU

November 2005

3
8 Municipal Election Day
10 Ordnance – 2451 Iron Mountain Drive plat amendment - Kirsten
15 Official Election Canvass (*Tentative*)
17
24 Thanksgiving

December 2005

1
8
15
22
29

Pending Items:

KPCW lease
General Plan update
Regional bus service SLC
Conveyance of easement from Iron Mountain & Associates
One year review of Ordinance No. 05-49, outdoor display of merchandise – August 2006
One year review of land use associated with purchase of Aerie Drive/Deer Valley Drive property – August 2006

City Council
Staff Report

Author:	**Ken Fisher, Recreation Manager**
Subject:	**Recreation Advisory Board Work Plan**
Date:	**October 10, 2005**
Type of Item:	**Informational, Work Session**

Recreation & Library Department

Summary Recommendations:
RAB and staff's highest priority for the next year is the Racquet Club and Recreation Building in City Park. Neighborhood parks efforts continue as the three new parks are under construction and plans are developed for the town plaza and other city owned parcels. RAB's proposed work plan for the next year is not capital intensive for new recreational amenities, but more focused on the maintenance of existing facilities and exploring potential new amenities in the future that are currently unfunded and could be considered as part of the budget process (dog park & Frisbee golf).

Description:
Topic:
Provide direction to staff of the Recreation Advisory Board work plan for the next year.

Background:
The Recreation Advisory Board met with City Council in September 05 to discuss recreational ideas and projects for the next year. Items discussed were neighborhood parks, City Park, dirt jumps, Racquet Club, dog park and Frisbee golf.

Per Council and City Manager direction the Recreation Advisory Board met on October 4, 2005 to discuss and prioritize a work plan for the next year.

The following projects are currently underway:
- Construction of the 3 neighborhood parks
- Skate Park expansion
- Replacement of City Park irrigation

Analysis:
Proposed RAB Work Plan 2005-2006
Racquet Club: The Racquet Club is the highest priority for the RAB. The facility is an integral part of recreation & the community and should be a focus of the RAB. City staff is developing an asset management plan for the facility. RAB and staff recommend creating a sub committee to look at future capital improvements to the facility and to review the asset management plan. RAB anticipates having a long term plan in place by January 2006 so that identified improvements can be reviewed as part

of the spring budget process. RAB and staff will also review whether the lap pool should be opened in the winter and make a recommendation as part of the budget process in the spring 2006.

The facility will be replacing old piping & remodeling the locker rooms early this winter. It is anticipated that the project will begin in February and be completed by April 1, 2005. Staff will get roof repair estimates and include those costs in the budget review process for Council consideration.

The table below shows current available funding for Racquet Club improvements.

Table 1: Racquet Club CIP Funds

Revenue Source	Balance
General Fund	$88,779
RAP Tax Grant	$46,992
Total Available Funds	**$135,771**

Available funds will be spent first on plumbing and locker room improvements.
City Park: Many projects were discussed and RAB recommends the following priority:

- Replacing the softball field infield
- Explore uses, functionality and maintenance of the City Park building for future renovation. RAB and staff anticipate recommendation on the building by April 2006
- Develop ideas for enhancing Poison Creek

The RAB has made the renovation and improvements to the City Park Building the highest priority. Improvements to the North End of the park have become a lower priority based on the desire to make sure the current facilities are meeting the needs of the community.

The table below shows current funding available for City Park Improvements

Table 2 – City Park Funds (CIP #48)

Revenue Source	2006	2007	2008	2009	2010
Property tax Increment - RDA	$ 100,000	$ 100,000	$ -	$ -	$-
Parks and Ice bond Proceeds	$ 290,664	$ -	$ -	$ -	$ -
Impact Fees	$ 419,631	$ -	$ -	$ -	$ -
Sales Tax Bonds	$ 271,616	$ -	$ -	$ -	$ -
Lower Park RDA Bond Proceeds	$ 13,180	$ -	$ -	$ -	$ -
Yearly Total	$1,095,091	$ 100,000	$ -	$ -	$ -
Cumulative Total	$1,095,091	$1,195,091	$1,195,091	$1,195,091	$1,195,091

Neighborhood Parks: The three neighborhood parks are under construction and given the planning that will occur with the town plaza, decision on the future use of the Old Sewer Treatment Site and the potential sale of the Wisnewski lots RAB would like to hold off on planning of other parks until there is greater clarity on the previously mentioned items. Council gave direction to involve RAB in the planning of the town plaza but that neighborhood park bond proceeds should not fund any of the plaza.

- Per council direction RAB anticipates developing a policy for Old Town stair right -of -way improvements and to complete an inventory of stair rights-a-way.

Dirt Jumps: Members of RAB will hold a wrap up meeting with the members of the community that were involved in the planning and construction of the facility. Based on the use this year and next summer along with any proposed uses of the Old Sewer Treatment Site, RAB will make a recommendation to Council on the future of the facility.

Dog Park: There has been interest from the community for the development of a dog park in the Park City area. Interested RAB members will work with Snyderville Basin Recreation District to gage their interest in developing a joint facility. There is no current funding budgeted for the construction of a dog park but could be considered as part of next year's budget process.

Frisbee Golf: Interested RAB members will work in conjunction with local ski area to determine interest in developing a Frisbee golf course. There is no current funding budgeted for the construction of such a facility but could be considered as part of next year's budget process.

Department Review & Input Received From: Economic Development & Capital Projects, Recreation & Library, Budget & Grants, & Public Works.

Alternatives:

A. Approve the Request:
RAB and staff's highest priority for the next year is the Racquet Club and Recreation Building in City Park. Neighborhood parks are in a holding pattern as the three new parks are under construction and plans are developed for the town plaza and other city owned parcels. RAB's proposed work plan for the next year is not capital intensive for new recreational amenities but more focused on the maintenance of existing facilities and exploring potential new amenities in the future that are currently unfunded and could be considered as part of the budget process (dog park & Frisbee golf).

B. Modify the Request:
Provide direction to RAB and staff that are different from the recommendations.

C. Continue the Item:
Ask for more information from staff and the RAB before giving direction.

D. Do Nothing:

Significant Impacts:
By providing direction to staff and the RAB on the items outlined, improvements will be made to City owned recreational amenities as well as explore potential recreational amenities such as a dog park & Frisbee golf.

Consequences of not taking the Recommended Action: No action is required only direction to the RAB and staff with regard to the items outlined in the proposed work plan.

CITY COUNCIL
Staff Report

PLANNING DEPARTMENT

Planner: Ray Milliner
Subject: 570 DEER VALLEY DRIVE SUBDIVISION
Date: October 13, 2005
Type of Item: Administrative

RECOMMENDATION: Review the proposed subdivision plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

DESCRIPTION

Project Name:	The Lofts on Deer Valley Drive
Project Planner:	Ray Milliner
Applicant:	Scott Rogers
Representative:	John Zitting
Location:	570 Deer Valley Drive
Zone:	Residential Medium (RM)

BACKGROUND

On July 8, 2005 the applicant submitted an application to create a 25,221 square foot lot out of a metes and bounds parcel to accommodate an 8 unit development/condominium project at 570 Deer Valley Drive. The property is located in the Residential Medium (RM) zone. The applicant has submitted three applications; a subdivision plat, a CUP application for a multi-unit development in the RM zone and a Record of Survey Condominium Conversion application. The site currently is occupied by a single family home and a detached garage. The single family home was determined by the Historic District Commission to be historically insignificant on June 17, 1997. The application was reviewed by the Planning Commission who forwarded a positive recommendation to the City Council.

ANALYSIS

The applicant is proposing a 25,221 square foot lot of record. The property fronts both Deer Valley Drive to the north and Deer Valley Loop to the south. There are existing utility, sidewalk and street encroachments onto the property. To mitigate these encroachments, the applicant is proposing to dedicate 1,342 square feet of property on the south and 1,402 square feet of property on the north to the City as rights-of-way. In addition, the applicant is proposing a 5' snow storage easement along Deer Valley Loop.

These dedications are consistent with an agreement signed between Mr. William Reed and the City on August 28 1992. The 1992 agreement stated that the property owner would dedicate the property to the City with the caveat that density, setback and open space calculations be based on the original size and square footage of the lot. The proposed lot size after the dedication will be 25,221 square feet. The calculations for open space will be based on the size of the lot prior to subdivision 27,691 square feet. Staff has reviewed the project for LMC compliance based on the requirements of the RM zone and made the following findings:

RM Zone	Required	Proposed
Lot Size	9,625 square feet	25,221 square feet
Lot Width	37.5’ minimum	109’
Required Setbacks	25’ front, 10’ side	25’ and 10’
Maximum Height	28’ above existing grade for a flat roofed structure	28’ maximum

Multi-unit developments of greater than three units are a conditional use in the RM zone. The applicant has submitted a CUP application that is being reviewed by the Planning Commission for compliance with the criteria found in LMC Section 15-1-10.

RECOMMENDATION
Review the proposed subdivision plat amendment, conduct a public hearing and approve it according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat
Exhibit C – 1992 Agreement

Ordinance No. 05-

AN ORDINANCE APPROVING A SUBDIVISION OF THE METES AND BOUNDS PARCEL, LOCATED AT 570 DEER VALLEY DRIVE PARK CITY, UTAH

WHEREAS, the owner of the property known as 570 Deer Valley Drive, has petitioned the City Council for approval of a Subdivision; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on September 28, 2005 the Planning Commission held a public hearing to receive public input on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed Subdivision allows the property owner to subdivide a metes and bounds parcel; and

WHEREAS, it is in the best interest of Park City Utah to approve the Subdivision.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is zoned Residential Medium (RM) and is subject to the requirements of LMC Section 15-2.15.
2. The RM zone is a transitional zone between the historic district and the contemporary Deer Valley area.
3. Access to the property is from Deer Valley Drive and Deer Valley Loop.
4. Both Deer Valley Drive and Deer Valley Loop are street fronts, requiring a front yard setback of 25 feet.
5. The property is 27,965 square feet in size prior to right-of-way dedication.
6. There are existing utility, sidewalk and street encroachments onto the property.
7. To mitigate the encroachments, the applicant is proposing to dedicate 1,342 square feet of property on the south and 1,402 square feet of property on the north to the City. Thereby reducing the overall size of the site to 25,221 square feet.
8. No changes in density allowed in the RM zone are requested under this application.
9. The applicant stipulates to all conditions of approval.
10. Notice of this public hearing was sent to all property owners within 300 feet of the project on September 14, 2005.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

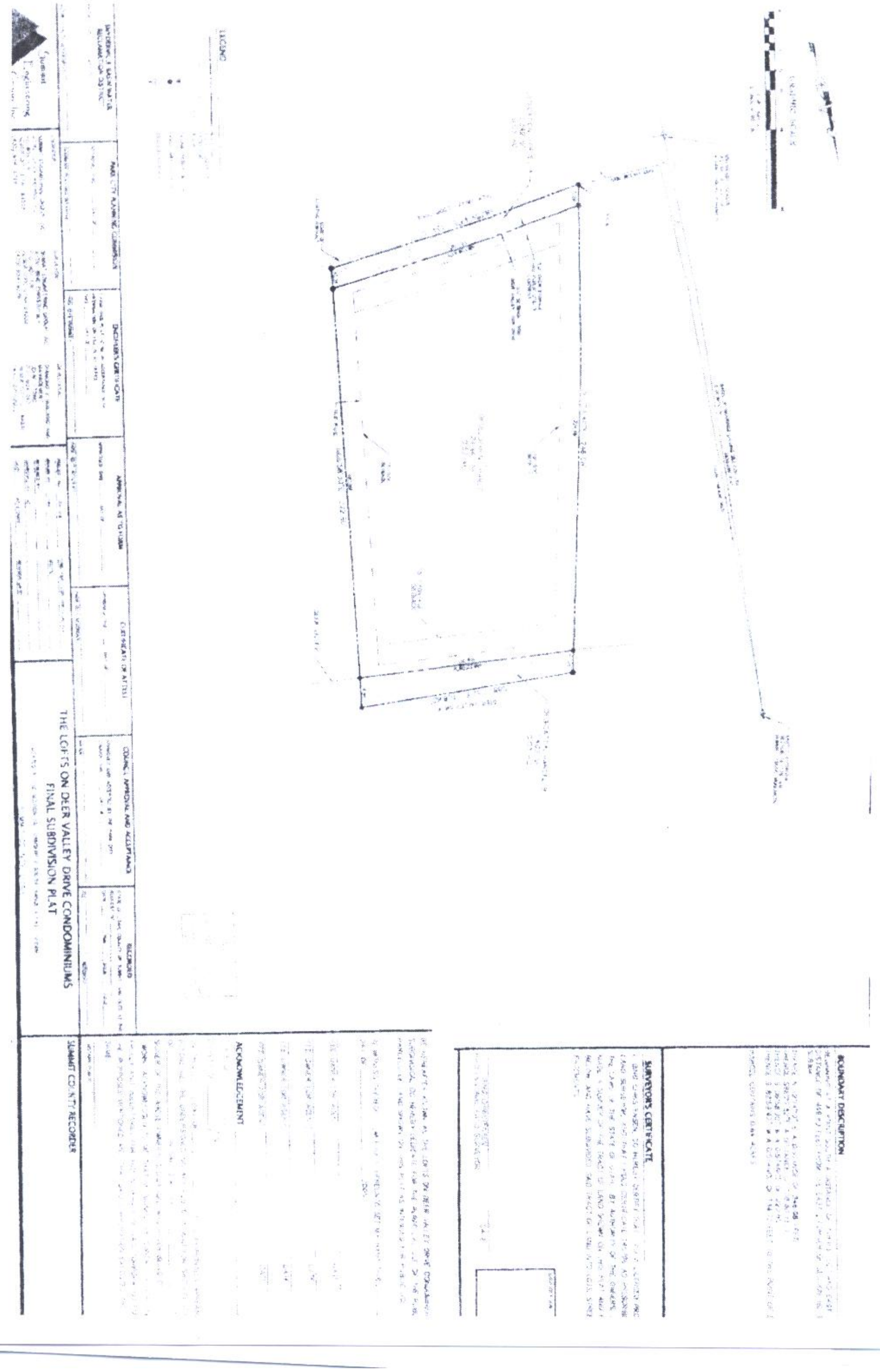
1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. As conditioned the subdivision is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. A utility, grading and drainage plan shall be submitted to the City Engineer for review and approval prior to the issue of a building permit.
3. A five foot snow storage easement along Deer Valley Loop shall be recorded on the plat.
4. This approval will expire one year from the date of approval if no building permit has been issued.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 13th day of October 2005.


THE LOFTS ON DEER VALLEY DRIVE CONDOMINIUMS
FINAL SUBDIVISION PLAT
SUMMIT COUNTY RECORDER
BOUNDARY DESCRIPTION
SURVEYOR'S CERTIFICATE
ACKNOWLEDGEMENT
LEGEND
COUNCIL APPROVAL AND ACCEPTANCE
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
RECORDED

SIDEWALK AND
PEDESTRIAN ACCESS EASEMENT AGREEMENT

This Sidewalk and Pedestrian Access Easement Agreement ("Agreement") is entered int between Park City Municipal Corporation ("Park City") and William and Patsy Reed (the Reeds), this 28 da of August, 1992.

The Reeds are the owners of certain real property in Park City, Utah, adjacent to Deer Valley Drive. Park City has accepted dedication of Deer Valley Drive, a portion of which encroaches upon the Reed's property. Park City is constructing, and wishes to operate and maintain, a sidewalk and pedestrian right-of-way along Deer Valley Drive, across a portion of the Reed's property. The Reeds are willing to allow Park City to construct the sidewalk, but do not wish to convey title to the property to the City, because conveyance may diminish the value and development potential of the balance of their property.

In order to allow Park City to use and maintain the sidewalk, and to allow maximum flexibility in the use of the Reed's property, the parties, in consideration of the promises and conveyances made herein, agree as follows:

1. The Reeds hereby grant to Park City a perpetual public right-of-way and easement approximately eight (8) feet in width, to construct, maintain, operate, repair, inspect, protect and clean a public sidewalk and public utilities, said right-of-way and easement being more particularly described in Exhibit A hereto (the Right-of-Way).

2. In exchange for the grant of Right-of-Way contained herein, Park City agrees as follows:

A. That Park City shall make payment to the Reeds in the amount of $5,000 upon execution of this Agreement;

B. That the area covered by the Right-of-Way conveyed herein shall be included in parcel area calculations made for the purposes of site development density calculations, and shall count toward open space requirements for future development of the Reed's property. Setbacks shall be calculated from the south boundary line of the Right-of-Way, and not from the property ownership line.

3. Park City agrees that it will construct a sidewalk no more than six feet in width in that portion of the Right-of-Way in front of the Reed's garage and extending twenty feet on each side of the garage, and will not construct or allow construction of a wider sidewalk in that area unless the Reed's garage is

shall be performed consistent with City snow removal policies of general application in the area.

4. The Reeds agree that they shall not build or construct, nor permit to be built or construct any building or other improvement over or across the Right-of-Way, nor change the contour of the land there without the written agreement of Park City.

5. Park City agrees that the Reeds shall have ingress and egress to their property along t entire length of the Right-of-Way

6. Park City agrees to indemnify and hold the Reeds harmless for all claims, costs and damag arising out of Park City's use of the Right-of-Way, and its operation of the sidewalk.

7. Park City agrees that, if the City abandons the Right-of-Way, or if the Right-of-Way is longer used for purposes of a public sidewalk, the Right-of-Way granted herein shall be extinguished, and possession of the property shall revert to the Reeds or their successors in interest.

GWENDOLYN M. L
NOTARY PUBLIC - STATE
131 SOUTH WILLOW ST
GRANTSVILLE, UTAH
COMM. EXP. 06-

DATED this 28 day of August, 1992.

Notary - Gwendolyn Larsen

William Reed
WILLIAM REED

Patsy Reed
PATSY REED

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Bradley A. Olch
PARK CITY MUNICIPAL CORPORATION
BRADLEY A. OLCH, MAYOR

ATTEST:

Anita L. Sheldon
ANITA L. SHELDON, CITY RECORDER

55

City Council
Staff Report

Author:	**Dave Gustafson**
Subject:	**Utah Power and Light Work Agreement**
Date:	**October 13, 2005**
Type of Item:	**Award of Contract**

Summary Recommendation – Staff recommends authorization to the City Manager to execute a Utah Power and Light Work Agreement in the amount of $130,825 in a form approved by the Legal department for the relocation of overhead utilities – Phase 1 Downtown Improvements.

Description:
Topic: Work Agreement with Utah Power & Light

Background:
Conversion of the overhead electrical service to underground on Swede Alley between the Transit Center and 4th Street is critical for the functioning of the new parking structure. The location of the new parking structures stairwells and elevator shaft extend beyond the structure itself and will come in close proximity to the overhead utilities unless they are removed. Additionally the 2003 Task for Downtown Improvements strongly recommended the relocation of utilities on Swede Alley as one element of improving the walking areas between Swede Alley and Main Street.

The Project Manager and General Contractor for the new parking structure have worked with Utah Power to determine the routing of the electrical conductors and placement of switch gear for this project.

The attached Work Agreement allows Utah Power and Light to install and supply the necessary electrical infrastructure that is required for the new parking structure and the Main Street businesses impacted by the conversion.

Analysis
As is typical with this type of work agreement, Park City Municipal Corporation will be required to pay the full amount of this contract in advance of work performed by Utah Power and Light. Work that has been done to date, such as placement of conduit under Swede Alley, has been performed by our General Contractor and is not a part of this fee.

Unlike the recent Quinn's Sports Complex Agreement with UP&L, (which was new construction) there is existing infrastructure on Swede Alley, therefore this project will require 100% cost reimbursement for the converted system.

Once the conversion of the utilities is complete and the electrical/communication systems have been removed from the utility poles, 3 of the 5 poles will be removed leaving 2 poles to keep the surface parking lot and Swede Alley illuminated. One of these poles is located at the intersection of Swede Alley and 5th Street, the other is the pole directly south of this pole. There will be conduit running up the side of each of these poles with the existing light fixtures remaining in place. Phase 2 Downtown Improvements would look to remove the remaining 2 poles as part of the Town Plaza construction and would be replaced with decorative street lighting.

This was an anticipated project (and expenditure) and funds are budgeted in the Town Plaza CIP.

Department Input & Review: This report has input/comments/review from the following departments: Economic Development & Capital Projects, Legal Department, Budget Manager, City Engineer, Public Works, and City Manager's Office.

Alternatives:
A. Approve the proposed Agreement (Staff Recommendation)
B. Request Modifications to the proposed Agreement
C. Deny the Contract
D. Continue the Item.

Significant Impacts / Consequences of not taking the recommended actions:
A delayed action would negatively impact the project schedule.

Staff Recommendation: Staff recommends authorization to the City Manager to execute a Utah Power & Light Work Agreement in the amount of $130,825 in a form approved by the Legal department for the conversion of overhead utilities – Phase 1 Downtown Improvements.

Attachment #1 - UP&L Work Agreement

D. Layton
Work Order #: 02616705
Customers Account. # 35279126 001

UTAH POWER & LIGHT COMPANY
CUSTOMER REQUESTED WORK AGREEMENT

This Agreement, dated **October 2005**, is between **PacifiCorp, dba Utah Power & Light Company**, herein called "Company" and **Park City Municipal Corporation**, herein called "Customer", for work to be performed by Company for Customer at or near **Swede Alley / New China Bridge Construction Project** in **Park City, State of Utah**. The charge for the work specified below is **$130,825.00**.

Description:

This project route is along Swede Alley, from approximately the 350 block to 530 block.

The "Company", will remove five 5 spans of existing three phase 12,470 volt overhead distribution line, and all associated transformers, secondary and service conductors which may be attached to five poles identified to the "Company" by "Customer's" Engineering staff, along this project route.

The "Company", will Install all necessary underground electrical equipment required to provide and maintain electrical service to "Company's" existing customers along said project route. And to maintain the integrity of the "Company's" Electrical Distribution System along this project route.

The Customer will provide, all necessary trenching, sanding and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer also agrees to:
a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
b) Install and maintain property lines and survey stakes; and,
c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes addition cost to Company, Customer agrees to reimburse Company for such change or cost.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs, in advance, with the understanding that there will be no other charges or refunds for the above specified work. **Estimated cost is valid for 90 days from the agreement date.**

Company acknowledges receipt from Customer of $ 130,825.00, as payment for work to be performed, which work shall begin no later than **October 17, 2005** and shall be completed no later than **December 31, 2005** except as allowed under **WORK COMPLETION** on the reverse side.

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

PARK CITY MUNICIPAL CORPORATION
COLIN HILTON
DIRECTOR OF ECONOMIC DEVELOPMENT & CAPITAL IMPROVEMENTS
Phone (435) 615-5176

UTAH POWER & LIGHT COMPANY
R. DUANE LAYTON
JOURNEYMAN ESTIMATOR
Phone (435) 655-7813

The provisions of the reverse side of this document are an integral part of this Agreement.

PARK CITY MUNICIPAL CORPORATION

By ______________________________
Signature

Title ______________________________

____
Print name of Signing Officer

____
Date

UTAH POWER & LIGHT COMPANY

By ______________________________
Signature

Title **New Connects Manager**

Cindy Christoffersen
Print name of Signing Manager/Officer

____
Date

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company and its officers, directors, agents, and employees and its successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the performance of this work. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WORK COMPLETION

Company agrees to work completion date(s) as specified on the front of this agreement except in those instances where by reason of unanticipated events or emergencies which cause power outages or threaten the Company's ability to continuously provide electric service as it is required to do by law or by contract, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel is removed from the work until they are available to complete the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

All work is subject to the examination by the Customer prior to the Customer's acceptance of the work. The Customer shall have the right to reject unsatisfactory work, but shall not unreasonably withhold its acceptance of the work. The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or direct the omission of or variation in the work provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company. Any such change to the scope of the work and the associated costs shall be in writing and shall be submitted when obtained as an addendum to this agreement after being signed by responsible persons of both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company on the 25th day following the postmarked date of the bill. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of Collection, including court costs and reasonable attorney's fees upon default of customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Neither party shall assign this Agreement to any Successor without the written consent of the other party. If assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.