



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 11, 2018**

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

CLOSED SESSION - 3:15 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:30 p.m. - Pending Municipal Code Amendments Regarding RV Parking and Surface Materials for Parking Areas Discussion

[Parking Staff Report](#)

[Exhibits](#)

5:15 p.m. - State Road 224 Commercial Vehicle Inspections Update

[Commercial Vehicles Staff Report](#)

[Attachment A: Inspection Summary Report](#)

[Attachment B: Law Incident Summary Report](#)

5:45 p.m. - Break

REGULAR MEETING

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Backhoe Report - October 2018

[Backhoe Staff Report](#)

[Backhoe Report - October 2018](#)

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

IV. CONSENT AGENDA

1. Request to Approve and Ratify the City Manager's Execution of an Emergency Professional Services Agreement with Epic Engineering to Provide Public Improvement Inspection Services Which Primarily Include the Park City Heights Phase II, King's Crown, and Alice Claim developments in an Amount not to Exceed \$135,380.00
[Public Improvement Inspection Services Staff Report](#)
[Attachment 1: Signed Agreement](#)

V. OLD BUSINESS

1. Public Meeting to Allow Arguments from the Public for and Against the Issuance of General Obligation Open Space Bonds to Acquire, Improve and Forever Preserve Open Space, Park and Recreational Land Located in Treasure Hill and Armstrong/Snow Ranch Pasture in Order to Protect the Conservation Values Thereof, to Eliminate Any Future Commercial or Residential Development, and to Make Limited Improvements for Public Access, Trailhead Parking and Use, in an Amount not to Exceed \$48,000,000 and to Mature in No More than 16 Years from the Date or Dates of Such Bonds
(A) Public Hearing
[Open Space Bond Staff Report](#)
2. Consideration to Adopt Resolution 25-2018, a Resolution Annexing Mountain Top Subdivision into the Boundaries of Park City Water Service District, Approve the Final Local Entity Plat, and Authorize the Mayor to Execute the Annexation Agreement between Park City Municipal Corporation and Mountaintop Subdivision Association of Property Owners and to Execute the Notice of Impending Boundary Action
(A) Public Hearing (B) Action
[Mountain Top Subdivision Annexation Petition Staff Report](#)
[Attachment B: Petition for Annexation](#)
[Attachment C: Annexation Resolution](#)
[Attachment D: Notice of Impending Boundary Action](#)
[Attachment E: Final Local Entity Plat](#)
[Attachment F: Annexation Agreement](#)
[Attachment G: Easement Agreement](#)
3. Consideration to Continue Support of the Winter Balcony Enclosures Pilot Program on Main Street and Approve an Encroachment Agreement to Allow an Enclosed Balcony Over a Public Pedestrian Right-Of-Way for the 2018-2019 Winter Season
(A) Public Input (B) Action
[Commercial Winter Balcony Enclosures on Main Staff Report](#)
[Exhibit B: Riverhorse Balcony Agreement Winter 2018-2019](#)

VI. 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.**

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Tippe Morlan

Submitting Department: Planning

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

4:30 p.m. - Pending Municipal Code Amendments Regarding RV Parking and Surface Materials for Parking Areas Discussion

Suggested Action:

Attachments:

[Parking Staff Report](#)

[Exhibits](#)

City Council Work Session Staff Report



PLANNING DEPARTMENT

Subject: RV Parking Code Amendments
Author: Tippe Morlan, AICP, Planner II
Date: October 11, 2018
Type of Item: Legislative – Municipal Code Amendment

Project Number:	PL-17-03479
Applicant:	Park City Planning Department
Affected Municipal Code Sections:	Title 9: Parking Code Title 11: Buildings and Building Regulations Title 14: Trees/Landscaping; Streets, Sidewalks And Stairs; Streetcuts; Snow Removal; Street Address System; News Racks Title 15: Land Management Code
Reason for Review:	Municipal Code and Land Management Code Amendments require Planning Commission review, and City Council review and action.

Proposal

Staff has been directed to amend to the existing Land Management Code to make changes to RV Parking regulations. Staff lays out five options for the City Council to direct staff:

1. No change to the existing code
2. Minor changes to the existing code
3. Regulate by vehicle use
4. Regulate by vehicle size
5. Regulate by driveway size

Recommendation

Staff recommends that the City Council review the potential options for directing staff in making changes relating to RV Parking and consider recommending **Option 5**, regulation by driveway size, in terms of enforceability and meeting the goals of this amendment.

Background

As part of constant review of the Land Management Code, the proposed amendments came up as policy discussions and procedural items discussed at the following meetings:

July 21, 2016 – The City Council held a work session on the topic of the use of gravel throughout the City, specifically focusing on xeriscaping and parking requirements (see minutes at [this link](#)).

August 4, 2016 – The City Council approved [Ordinance 2016-40](#) to enact a stay of enforcement of certain violations of LMC 15-3-4(3), Parking Restrictions related to RV

parking, which is in place until new ordinance can be passed. Council also requested feedback from Planning Commission.

October 26, 2016 – The Planning Commission held a work session to discuss RV parking as requested by City Council (see minutes at [this link](#)).

April 26, 2017 – The Planning Commission held an additional work session to solicit feedback on the changes to RV parking requested by the City Council (see minutes at [this link](#)).

August 7, 2018 – Planning and Community Engagement staff held a public open house to receive interactive feedback from the public on potential proposed RV Parking changes.

August 22, 2018 - The Planning Commission held a public hearing and continued this item at the request of staff to have more time to consider public comment.

The overall direction to staff given at the above meetings is summarized as follows:

- Definitions
 - o Define parking vs. storage, favoring parking
 - o Define hard surfaces
 - o Define gravel
 - o Think about distinction between cars and RVs
 - o Address cars in terms of storage
 - o Consider the distinction between motorized and non-motorized vehicles
- When to Park
 - o Seasonality should be considered when evaluating this
 - o Time of year and length of stay would be important factors to consider
- Where to Park
 - o Allowing parking in side yards would make a big difference in terms of mitigating on-street parking
 - o There are safety and welfare concerns if two neighbors park RVs within 1 foot of the same property line
- Landscaping
 - o People should conserve water but might turn to rock for landscaping which is a concern
 - o Cars parked on lawns and gravel is a major problem
 - o Be wary of alternatives to gravel – grass or sod (requires water)
 - o Consider grandfathering in properties with existing gravel
 - Problems stem from having no definition of gravel
- Enforcement
 - o Complaint-based enforcement is an issue
 - o Consider how to educate the public on the new changes
 - o Use terms that the public can understand
 - o Write code that is not difficult to enforce
 - o Make Conditions of Approval easy for neighbors to find and understand

Analysis

Staff understands that Recreational Vehicle (RV) parking regulations need to be addressed because RVs occupy and block access to required parking spaces, pushing more parking onto the street. The main problems are that RV parking 1) affects public infrastructure, 2) affects safe and appropriate parking, and 3) affects Park City aesthetics. Additionally, the existing code is difficult to understand and enforce. The goals of this amendment address these problems as follows:

1. Maintain public infrastructure
 - a. Improve water quality (including groundwater and storm water runoff)
 - b. Improve snow removal efforts and impacts
 - c. Maintain the integrity and durability of public streets and infrastructure
2. Encourage safe and appropriate parking
 - a. Prevent safety hazards associated with parked vehicles
 - b. Reduce traffic conflicts and visibility issues in the street
 - c. Encourage indoor storage of recreational vehicles
 - d. Mitigate pest control impacts/situations
 - e. Bring the Park City Municipal Code up to date with codes in the region and in other comparable vacation destination cities
 - f. Reduce fire hazards as a part of the Wildland-Urban Interface Code
 - g. Allow RV parking in a manner which maintains safety and utility access
 - h. Allow RV parking in a manner which does not impede public services (i.e. mail delivery, snow removal, street cleaning, etc...)
3. Improve the enforceability and usability of the Code
 - a. Draft a code that can be affectively enforced
 - b. Code can be easily explained by staff and understood by residents
 - c. Give consideration to resident feedback
4. Improve the aesthetic and visual experience of Park City
 - a. Improve water conservation efforts in an aesthetically pleasing manner
 - b. Reduce thermal effects of gravel use
 - c. Improve the Park City streetscape
 - d. Reduce blight and illegal storage
 - e. Minimize the impact of the human environment on the natural environment
 - f. Keep up the appearance and visual experience of the City

Staff proposes five options for addressing the problem of RV parking. All options maintain standard parking requirements for the underlying zone at any property.

1. No change to the existing code
2. Minor changes to the existing code
3. Regulate by vehicle use
4. Regulate by vehicle size
5. Regulate by driveway size

Staff has summarized these options below looking at each relative to the above stated goals and enforceability. Any new parking standards have the potential to affect parking on both private property (as regulated by the Land Management Code) and in the Right-of-Way (as regulated by the Municipal Code).

RVs park in driveways and on the street

PROBLEMS

- 1) Affects public infrastructure
- 2) Affects safe and appropriate parking
- 3) Affects Park City aesthetics
- 4) Difficult to understand and enforce code, difficult to define RVs

Option1: Status Quo

No change – RVs cannot be stored in driveways

Pros

- Less regulation

Cons

- All 4 problems still exist
- Difficult to define and enforce storage
- Less allowances for where an RV can park
- May encourage on street parking
- Does not address what is classified as an RV

Option 2: Minimal Change

RVs cannot park in driveways

Pros

- Clear regulations
- Easiest to enforce
- Removes the need to define storage
- Protects the aesthetic of front yards
- Protects required parking spaces

Cons

- Less allowances for where an RV can park
- May encourage on street parking
- Does not address what is classified as an RV

Option 3: Regulate by Vehicle Use

Regulate where and when a vehicle can park if it is an RV

Pros

- Addresses all of Council's concerns
- Improves the streetscape (in theory)
- Protects required parking spaces

Cons

- Difficult to define RVs due to flexibility of vehicle uses
- Most difficult to enforce
- Effective only with a clear definition

Option 4: Regulate by Vehicle Size

Regulate where and when a vehicle can park if it is longer than 20 feet

Pros

- Easy to enforce
- Easy to define a vehicle's length
- Protects the aesthetic of front yards
- Protects required parking spaces
- Clear regulations based on the length of a parking space
- Deregulates smaller RVs which do not cause visibility and access issues
- Requires appropriate parking for all oversized vehicles

Cons

- May encourage on street parking

Option 5: Regulate by Driveway Size

Regulate where and when a vehicle can park if space is available

Pros

- Easy to enforce
- Does not require defining RVs
- Protects required parking spaces
- Clear regulations based on space available
- Allows parking if there is space
- Encourages off-street parking
- Applies to all RV types
- Protects front yards and streetscapes if Council chooses to allow in side and rear yard only (screened)

Cons

- Encourages more paved area on private properties

Option 1: No Change to the Existing Code

The first option the City Council may recommend is to maintain the existing RV regulations which are as follows:

- All vehicles, RVs, trailers, and similar vehicles must be parked on an approved paved surface and not on any lawn or landscaped area ([Section 15-3-4](#)).
- Driveway Areas are not to be used for the storage of any trailer, camper, motor home, boat or equipment at any time ([Section 15-3-4](#)).
- No vehicles are allowed to be parked in any street for more than 72 consecutive hours ([Section 9-3-1](#)).
- Non-motorized equipment, including uncoupled trailers and snowplows, may never be parked in any street ([Section 9-2-13](#)).

Enforceability

Staff finds this option difficult to enforce. Challenges include determining the definition of “storage” of vehicles in driveways. Is storage anything that is not active loading or unloading? Is storage more than 24 hours? Or 72 hours? Current regulations do not define this, and it is not enforceable since any person can challenge what that term means.

The same problem exists within the Parking Code in terms of what “consecutive hours” means for parking on streets. Can a person move their vehicle a few feet or drive it around the block and return it to its original parking location in order to begin a new set of hours? Implementing any sort of timeframe for parking brings the issue of how to enforce, define, and regulate these terms.

Goals

This option maintains the prohibition of RV Parking on permeable surfaces, which supports the goal of maintaining public infrastructure. Current requirements prevent runoff and liquid discharge from RVs from getting into our water system. However, it does not fully encourage safe and appropriate parking as it does not keep RVs from taking up legal parking spaces and blocking access to legal parking spaces. This is due to the uncertainty of how long they can be parked in driveways and how long they can safely be parked on the street. Additionally, it is unclear how this contributes to the aesthetic and visual experience of Park City if storage is not defined. It is impossible to reduce illegal storage in the City if we cannot define storage.

Option 2: Apply Minor Changes to the Existing Code

The second option is to maintain the existing code but change the term “storage” to “parking” in [Section 15-3-4](#) in order to eliminate problems stemming from defining and enforcing storage:

- Driveway Areas are not to be used for the **storage parking** of any trailer, camper, motor home, boat or equipment at any time.

Enforceability

This option directly clarifies problems with the term storage in Option 1, making the existing code more enforceable. This change would clearly prohibit RVs from parking in driveways at any time. This does not preclude any property owner from getting approval for a paved/hard surfaced parking pad for their RV. This change would eliminate the need to distinguish between parking and storage.

Goals

Option 2 prevents RVs from taking up or blocking access to legal parking spaces. This does not prevent RVs from being parked on approved parking pads which are complementary to required parking spaces. The potential downside to this is that it may unintentionally push RVs vehicles to park on the street.

It may be possible to add an exception for active loading and unloading of RVs to keep such vehicles off the street before and after a trip, although this would be difficult to enforce. Can a person drive their vehicle around the block to start a loading or unloading time period over again? How can our code enforcement staff determine whether a vehicle has moved far enough or long enough?

This option maintains the prohibition of RV Parking on permeable surfaces, which prevents runoff and liquid discharge from RVs from getting into the water system. Option 2 also improves the aesthetic and visual experience of Park City by reducing the visual impact of RVs being parked in driveways in front yard areas. The streetscape would be focused more on the façades of the homes in each neighborhood, and storage of RVs in driveways at the front of a house would not be allowed.

Option 3: Regulate Parking by Vehicle Use

The third option Council has is to regulate where and when a vehicle can park if it is classified as an RV. The key to this is to clearly define what is classified as an RV. Any definition should be inclusive of all vehicles, motorized and non-motorized, used primarily for recreational purposes to distinguish RVs from standard motorized vehicles used for non-recreational purposes. This would include campers, trailers, boats, snowmobiles, rafts, and any other similar vehicle.

Enforceability

Staff finds that Option 3 would be the most difficult to enforce. There are many ways to define RVs which are problematic. For example, some vehicles may occasionally have a camper, boat, or trailer affixed to it for recreation. Does that make the entire vehicle an RV? Or just the trailer? Some people may also use a camper as an office on the road and may park it at home for a day or two in between jobs. In this case, what is the primary use of the vehicle? What constitutes an RV tends to be broad, flexible, and not easy to observe.

Goals

As much as RVs can be enforced by use, Option 3 maintains public infrastructure by keeping these vehicles off of permeable surfaces and gravel, protecting the City's water

and road systems from runoff and damage. This option would also require that RVs be parked in safe and appropriate locations, as long as they can be clearly defined as RVs. In theory, this would improve the aesthetic and visual experience of Park City by having RVs parked in approved locations controlling how they affect the streetscape.

Option 4: Regulate Parking by Vehicle Size

Regulating parking by vehicle size may address many of the problems at the root of the issue. RVs often occupy and block access to required parking spaces, pushing more parking onto the street. Large RVs tend to take up two (or more) parking spaces, which means that they often take up or block access to required parking spaces, pushing standard vehicles to park on the street. However, many RVs are not larger than the size of a standard automobile. For instance, small boats or campers may fit in a standard parking space. If a parked RV is not occupying more than one standard parking space and is not overhanging into any easement, public Right-of-Way, landscaped area, or required setback area, it is not likely causing the same safety and visibility issues as larger RVs and oversized vehicles. With the challenges of defining RVs, it may be more effective to regulate when and where a vehicle can be parked based on its size.

This option would regulate parking for vehicles greater than 20 feet in length, which is the length of a standard parking space in Park City. This is also in line with standard vehicle lengths. The average vehicle size, including sedans, mid-size trucks, and SUVs, is 17 feet. Popular vehicles in Utah also do not exceed 20 feet in length – the Dodge 3500 is 19.75 feet, the Ford F-150 (the most popular car in Utah in 2016) is 19 feet, the Ford F-350 is 19.3 feet, the Toyota Tacoma is 17.7 feet, the Chevrolet Silverado is 19.3 feet, and the Subaru Crosstrek (the most Google-d car in Utah) is 14.65 feet.

Enforceability

Regulating parking by vehicle size is enforceable since vehicle length is something enforcement staff can easily and objectively measure or search by vehicle make and model.

Goals

This option maintains public infrastructure by keeping all oversized vehicles off of permeable surfaces and gravel, protecting the City's water and road systems from runoff and damage. This option would require that all oversized vehicles, not just RVs, be parked in safe and appropriate locations, improves the overall streetscape beyond the other options.

Option 5: Regulate by Driveway Size

The Council also has an option to look at the size of driveways rather than the size of vehicles. Parking would be allowed if a driveway is large enough to accommodate an RV without impeding access to or parking in required parking spaces. With this option, driveways must be big enough to safely accommodate vehicles without overhanging into the Right-of-Way, setbacks, or landscaped areas. This option would allow RVs to be parked in Side Yards and Rear Yards if they are screened and parked on approved

surfaces. The Council may choose whether or not to allow parking in Front Yards in order to protect the streetscape.

Staff recommends this option since it is enforceable and allows parking where it is available. Residents park where they have space, but this would codify and require proper setbacks, appropriate paved surfaces, and safety considerations.

Enforceability

This option is enforceable. The Council may allow RV parking only in the Side Yards and Rear Yards, prohibiting parking on driveways in Front Yards, which is easy to observe and enforce. If the Council also allows RVs in driveways in Front Yards, approved driveways and parking areas should be documented in building permits and would also be enforceable.

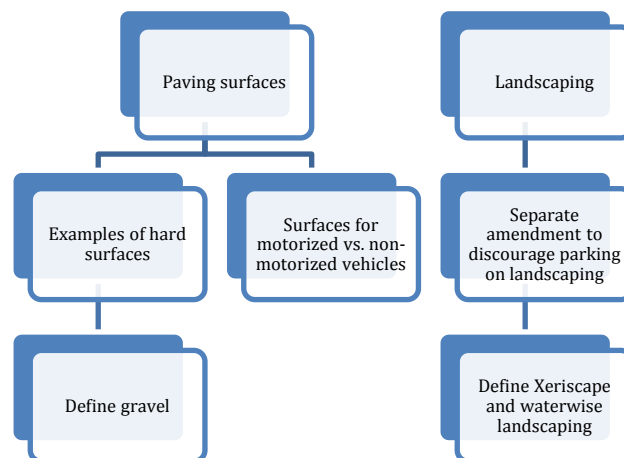
If the Council chooses to allow RV parking in the Front Yard for active loading and unloading to keep vehicles off the street before and after a trip, this would decrease the enforceability of the regulation in terms of in terms of measuring and defining that timeframe.

Goals

This option maintains public infrastructure by allowing RVs to be parked on existing and approved impervious surfaces, protecting the City's water and road systems from runoff and damage. This option also encourages RVs to be parked in safe and appropriate locations off the street, reducing traffic and visibility problems on City roads. It also improves the aesthetic and visual experience of Park City by requiring screening if vehicles are parked in Side Yards or Rear Yards.

Additional Changes

Regardless of which direction is recommended to staff, additional code amendments will also be proposed to address the original direction given on this matter.



- Parking Surfaces
 - o Examples of hard surfaces will be included in the LMC Parking Regulations (15-3-4 Parking Restrictions) identifying pavers, asphalt, and concrete as acceptable forms of surfaces.
 - o Gravel will be defined in line with existing policy to be round rock or crushed stone less than 2 inches in diameter. It will still be prohibited as a parking surface.
- Landscaping
 - o The Council's concerns with landscaping as a parking surface will be addressed by defining gravel.
 - o A separate future LMC Amendment will be coming forward to clarify what Xeriscape is to help residents understand waterwise landscaping without turning to rock and gravel mulch for cover. This is more landscape than parking related, but will ensure landscaping does not encourage residents to park on it.

Public Input

The Planning and Community Engagement Departments has utilized an outreach strategy, incorporating email messaging and a public open house session to discuss these amendments and their effect on community members. Staff was also interviewed by KPCW regarding the RV Parking changes. The goals of the Outreach efforts are:

- To inform impacted neighborhood residents about LMC Updates
- To address questions and concerns in a proactive manner.
- To provide an avenue for impacted residents to learn more about the proposed LMC updates
- Keep the information simple and straight forward. Explain the "why" and benefit.

Comments from the public outreach, including the open house, can be found in Exhibit B. The feedback staff has received has helped staff to determine the recommendations that the regulation by use is not enforceable. Having a specific timeframe to allow or disallow RV parking and a specific amount of days a vehicle can be parked on a lot is not enforceable nor is it friendly to residents who are retired and may want to use their vehicles year-round. Residents want to have access to their RVs year-round, and the five proposed options above are a result of this conversation.

Recommendation

Staff recommends that the City Council review the potential options for directing staff in making changes relating to RV Parking and consider recommending **Option 5**, regulation by driveway size, in terms of enforceability and meeting the goals of this amendment.

Exhibits

Exhibit A – RV Parking Open House Presentation
 Exhibit B – RV Parking Open House Public Comments



RV PARKING IN PARK CITY

Proposed Land Management Code Amendments Fall 2018

Park City Municipal Corporation wants residents and visitors to be able to enjoy their Recreational Vehicles (RV) in a manner that maintains the City’s safety, aesthetic, environment, and infrastructure.

Proposed changes to RV parking regulations will be reviewed at the 8/22 Planning Commission and 9/27 City Council meetings. Your input on these changes is encouraged and appreciated. Please provide your feedback to planning@parkcity.org by 8/20.

Proposed Changes



What is classified as an RV?

- Motorized vehicles (i.e. boats, ATVs, campers, etc.) used for recreation
- Non-motorized vehicles and trailers longer than 12'



How long can I park my RV on my property?

- Up to 30 consecutive days on private property
- RV parking is permitted from April 1- November 1



Where can I park my RV?

- In front of your garage or in a side yard
- Parked RVs must not occupy or block required off-street parking spaces, Right-of-Way, or public services
- Side yard parking must maintain setbacks and allow for fire/utility access



What surfaces are allowed for RV parking?

- Concrete, asphalt, and pavers are all approved parking surfaces
- Gravel remains a prohibited parking surface

For more information contact the Park City Planning Department at 435-615-5060 or planning@parkcity.org

Prepared by Park City Planners Liz Jackson, Laura Newberry,
Tippe Morlan, AICP



RV Parking Amendments

Open House
August 7, 2018

Open House Purpose

- 1) Review proposed changes in order to Clarify the existing code
- 2) Brief Q&A
- 3) Leave us a comment - we want to hear your concerns
- 4) We want to be sure we get this right
- 3) We want to be sure we didn't miss anything

Objectives

1) Encourage Safe and Appropriate Parking

- Prevent safety hazards associated with parked vehicles
 - Reduce traffic conflicts and visibility issues in the street
 - Encourage indoor storage of recreational vehicles
 - Mitigate pest control impacts/situations
 - Bring the PCMC Code up to date with codes in the region and in other comparable destination cities
 - Reduce fire hazards as a part of the Wildland-Urban Interface Code
 - Allow RV parking in a manner which maintains safety and utility access
- Improve the enforceability and usability of the Code

2) Improve the aesthetic and visual experience of Park City

- Improve water conservation efforts in an aesthetically pleasing manner
- Reduce thermal effects of gravel usage
- Improve the Park City streetscape
- Reduce blight and illegal storage
- Keep up the appearance and visual experience of the City

3) Maintain Public Infrastructure

- Improve water quality (including groundwater and storm water runoff)
- Improve snow removal efforts and impacts
- Maintain integrity and durability of public streets and infrastructure

Current Code

3. PARKING RESTRICTIONS.

- a. All vehicles, boats, RVs, trailers, and similar vehicles must be parked on an approved paved surface. At no time shall a vehicle be parked on lawn or other landscaped Areas.
- b. Driveway Areas are not to be used for the storage of any trailer, camper, motor home, boat or equipment at any time.
- c. Passenger automobiles may be parked on driveways serving private residences, provided the automobile is parking completely on private Property. EXCEPTIONS: Parking may be allowed within a Right-of-Way Area, such as within the Historic District when the Street is not located within the platted Right-of-Way and the Right-of-Way is between the Street and garage. Exceptions must be approved by the City Engineer.

Proposed Changes

1) What is classified as an RV?

- Motorized vehicles (i.e. boats, ATVs, campers, etc.) used for recreation
- Non-motorized vehicles and trailers longer than 12'

2) How long can I park my RV on my property?

- Up to 30 consecutive days
- Permitted from April 1-November 1

3) Where can I park my RV?

- In front of your garage or in a side yard
- Parked RV must not occupy/block required off-street parking spaces, Right-of-Way, or public services including mail delivery, trash collection, fire hydrants, etc.
- Side yard parking must maintain setbacks and allow for fire/utility access

4) What surfaces are allowed for RV Parking?

- Concrete, asphalt, and pavers
- Gravel remains a prohibited parking surface



Proposed Changes

Review Redlines



What Are Other Cities Doing?

RV Parking

- Jackson, WY – Not allowed in front yards/street yards
- Bozeman, MT – Only 1 allowed, only in a garage or rear yard
- Hailey, ID – Only 1 allowed outside; no more than 2 ATVs (screened)
- Boulder, CO – 18" setback from ROW, sidewalks
- Summit County, UT – Extended storage not allowed
- Big Sky, MT – Outdoor storage prohibited
- Whitefish, MT – Prohibited in side yard setbacks; 180 days or less if licensed and ready for highway use
- Pitkin County, CO – 180 consecutive days or less if permitted and ready for highway use
- Taos, NM – 180 consecutive days or less; fully licensed and ready for highway use
- Sun Valley, ID – 180 consecutive days or less; fully licensed and ready for highway use

What Are Other Cities Doing?

Gravel as a Parking Surface + Xeriscape

- Boulder, CO – Rocks allowed as ornamental features, Xeriscape landscaping principles do not include mulched or gravel beds
- Lehi, UT - 50 percent plantings required in Xeriscaped areas.
- Big Sky, MT - No gravel surfacing of driveways/parking surfaces
- Taos, NM - 7 Principles of Xeriscape

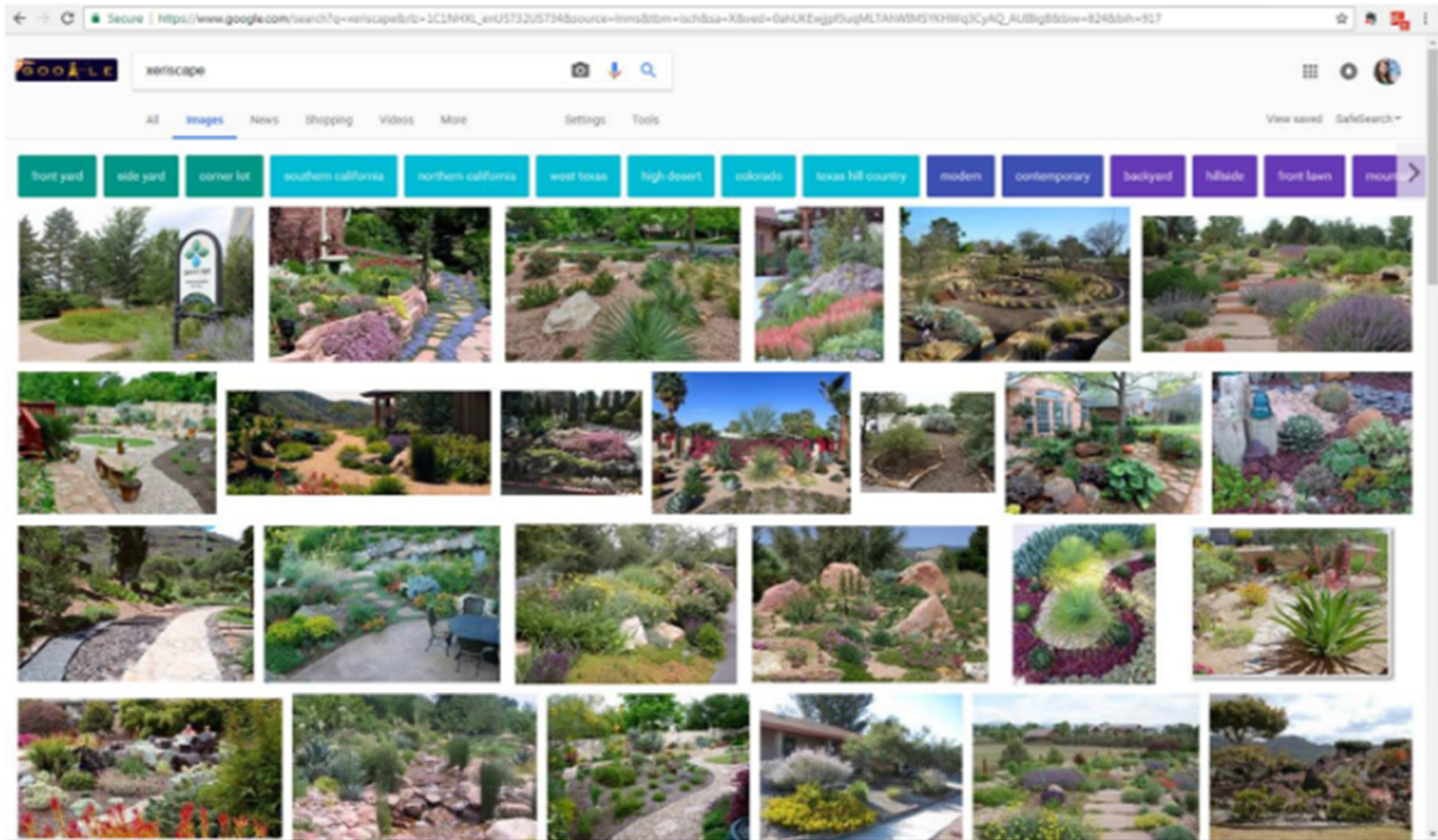
4. The seven (7) principles of xeriscape are:

- a. Good design, with a landscaping plan integrated with and complementary to the architecture and site plan.
- b. Thorough soil preparation.
- c. Careful, planned use of shrub and lawn area.
- d. Adapted, low water demand plants.
- e. Effective and efficient watering methods.
- f. Mulched flower and shrub beds.
- g. Proper landscape maintenance and management.

What We Want to Avoid



Xeriscaping Examples



THANK YOU

Contact Us
435-615-5060
planning@parkcity.org



RV Parking Open House
August 7, 2018 5:30 PM
Park City Library – Community Room
1255 Park Avenue, Park City, Utah 84060

Name: Diane Cashel
Address: 2761 Holiday Ranch Ln Rd
E-mail address: dianecashel@gmail.com

Comments:

Apr - Nov 1.

My concern is that I have a 4 season camper. I use my camper all year and use it more in the winters. If you have a 30 day consecutive rule why have a 2 month restriction. As a retired person, I use my RV all year. It is a 4 season camper. I would like to see ~~no more~~ year round parking with 30 day limit.

Most people in my neighborhood who have campers are not restricted to the spring break to VEA timeline.

Tippe Morlan

From: Linda Jager
Sent: Thursday, August 02, 2018 1:15 PM
To: Kim Clark
Cc: Elizabeth Jackson; Tippe Morlan; Laura Newberry
Subject: Re: RV parking

Planning outreach. Not sure how it landed in your inbox. □

Sent from my iPhone

On Aug 2, 2018, at 1:04 PM, Kim Clark <kim.clark@parkcity.org> wrote:

Hi Linda

Do you know what this is referring to?

Sent from my iPhone

Begin forwarded message:

From: Amy Mills <amills3912@yahoo.com>
Date: August 2, 2018 at 12:59:49 PM MDT
To: "kim.clark@parkcity.org" <kim.clark@parkcity.org>
Subject: RV parking
Reply-To: Amy Mills <amills3912@yahoo.com>

I might not be able to attend the open house, but my opinion is that parking on the street in front of the owner's home for 24 hours should be allowed, while the RV owner packs, unpacks, or does required maintenance on the RV. Anything longer than that is an eyesore for the neighborhood.

Some RVs don't fit in the owner's driveway, or the driveway is too steep to be safe, therefore 24-hr on-street parking should be accommodated as long as it doesn't present a safety hazard.

Amy Mills
3240 Crestline Dr
Park City 84060

Tippe Morlan

From: Marianne Cone <chapcone@gmail.com>
Sent: Sunday, August 05, 2018 8:17 AM
To: Tippe Morlan
Subject: New Parking Surface

Follow Up Flag: Follow up
Flag Status: Completed

I will be at the Open House on Tuesday but I wanted you to explore this parking surface, which is a brilliant concept for a permeable but sturdy surface for parking vehicles. It is especially appropriate for vehicles without motors where there is no toxic substance which might leak into the ground water. The product representative has promised to send me a sample by Tuesday and I will share that with you.

My husband and I personally installed and used this material at our lot in Old Town and it has held up for 10 years without a problem.

I am out of town until Tuesday afternoon and will see you at the meeting.

Marianne Cone

<http://www.invisiblestructures.com/gravelpave2/>



Gravelpave2 porous gravel paver allows you to park, drive, walk, or ride on a beautiful decorative gravel surface.

Porous Gravel Paver

- Pervious Load Bearing Surface
- Stormwater Pollution Filtration and Treatment
- Heat Energy Reflection Reduction, "Cool" Surface
- Tree Growth within Parking Areas
- 15,940 psi Compressive Strength (2.29 million psf / 109,906 kPa) – see test
- Large Rolls for Easy Installation
- 92% Void Space for Increased Porosity and Gravel Integrateion

Applications

- All Parking Aisles and Bays
- Handicap Parking Spaces
- Automobile and Truck Storage Yards
- All Service and Access Drives
- Loading Dock Areas
- Trails for Multiple Uses
- Boat Ramps
- Outdoor Bulk Storage Areas
- Infiltration Basins
- High-Use Pedestrian Areas



Gravelpave2 consists of a geotextile fabric injection molded to the ring and grid structure. Gravelpave2 comes in four colors to match your aggregate fill. Gravelpave2 also requires a base course (not shown).



Unlimited traffic volume, low speed parking lots are perfect for Gravelpave2.

Gravelpave2 is a structure to provide heavy load bearing support and true containment of gravel to create a [porous](#) surface with unlimited traffic volume and/or duration time for parking. The system can be used for storage and filtration of rainwater. For example, a cross-section with an 12" deep base course (at 20% void space) and the one inch of Gravelpave2 (at 35%) would store 2.75" of rain. Although bacteria concentrations are lower than with [Grasspave2](#), polluted runoff and [vehicle drippings](#) are consumed prior to reaching the water table.



Gravelpave2 has been tested as a wheelchair accessible surface (ADA) for use in public spaces such as the Pentagon Memorial, Arlington, VA. [View the Test.](#)

32 12 43 Porous Flexible Paving

Gravelpave2 is listed in the Construction Specifiers Master Spec Format predominantly in Section **32 12 43** [Porous Flexible Paving](#). You may also place it in the 1995 Master Format Version in section **02795** [Porous Pavements](#).

Sizes

Manufactured in 1 square meter units (3.3' x 3.3') or quarter-meter units (1.65 feet x 1.65 feet) and assembled into [rolls](#). Please view our [Roll Chart](#) for dimensions. [Some curves](#) can be achieved without cutting.



Gravelpave2 makes an attractive and [permeable](#) roadway at the National Garden in Washington, D.C..

Gravelpave2 Estimator

Tippe Morlan

From: planning
Sent: Monday, August 06, 2018 3:17 PM
To: Elizabeth Jackson
Cc: Tippe Morlan; Laura Newberry
Subject: FW: RV's
Attachments: IMG_0474.jpg

From: Marcy Allen [marcyallen60@gmail.com]
Sent: Friday, August 03, 2018 8:55 AM
To: planning
Subject: RV's

To whom it may concern,

I had written an e-mail yesterday concerning RV's being allowed to park within Park City limits. Here is what my husband and I have to look at from our front porch every day! As they say, a picture is worth a thousand words!! I can't imagine having to look at multiple RV's parked in our residential areas. Can you?



Thank you,

Marcella Allen

Tippe Morlan

From: planning
Sent: Tuesday, August 07, 2018 1:48 PM
To: Planning_Mail
Subject: FW: RV Parking

From: Dana, Krista L. [kdana@ou.edu]
Sent: Tuesday, August 07, 2018 11:25 AM
To: planning
Subject: RV Parking

Hello. I am concerned about the the proposed RV code amendments but cannot make the upcoming meeting. First, Council needs to be clear about who, exactly, is pushing for RV parking in town. Surely, it must be a fractional minority. As changes are being undertaken quietly, so seems perhaps there's some personal interest at in play. Our concerns:

- Anecdotal impact: We live on Payday Drive in Thaynes. My neighbor's driveway is 10-15' from my own, and an RV parked there would very much impact the light, views, and character of my home. This is in Thaynes, a relatively spacious neighborhood. RVs parked in more densely developed areas, such as Prospector or Old Town, would have vastly greater relative impact.
- 30 consecutive days? RVs will effectively be stored in town, then (in the unlikely event of policing) moved out and back in once a month.
- If amendments pass, let's define our Campground Rules:
 - o At what hours can occupants run generators to power heaters, lights, etc?
 - o Can I buy two RVs, park them in the front yard, and make money nightly rentals?
 - o Or, even better (so I don't have to move my own RVs once a month), can I just rent out my driveway as camping space for a nightly rate?
 - o Is there a limit to the number of tiny homes I can park on my lot, as long as I hard-pave over enough land?

PCMC states intent is to enable "residents and visitors" to "enjoy their RVs in a manner that maintains the City's safety, aesthetic, environment, and infrastructure". That statement simply makes no sense:

- The amendments proposed *absolutely oppose* Park City's aesthetic and environment.
- We shoulder enormous traffic issues already, and we continuously fight for fewer (and smaller) vehicles per resident. Certainly, we shouldn't encourage *more* (and oversized) vehicles per resident.

Thank you,
Krista Dana

Tippe Morlan

To: Bruce Erickson; Elizabeth Jackson; Laura Newberry
Subject: RE: Street view

From: Scott Maizlish [mailto:maizlish@gmail.com]
Sent: Wednesday, August 08, 2018 9:38 AM
To: Bruce Erickson
Subject: Street view

From this spot, any vehicle would be out of view, with the exception of where I drew in the tree, which I would be happy to plant one to completely shield the parking area.



Have a Nice Day!

Scott Maizlish

**Luxury Property Specialist
Summit Sotheby's International Realty
Luxury Real Estate Regent Member
Tier One Performing Agent 2011-2017**

Learn more about Park City www.ScottMaizlish.com

Referrals of Your Friends, Family, and Colleagues are Greatly Appreciated!

435.901.4309

Sent from my iPad

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Malena Stevens

Submitting Department: Police

Item Type: Work Session

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - State Road 224 Commercial Vehicle Inspections Update

Suggested Action:

Members of local and State law enforcement will provide information on commercial vehicle inspection efforts and programs currently in place. Staff further recommends City Council and law enforcement engage in an open discussion and informational exchange to create a better understanding of the issue and have City Council provide direction on efforts and strategies.

Attachments:

[Commercial Vehicles Staff Report](#)

[Attachment A: Inspection Summary Report](#)

[Attachment B: Law Incident Summary Report](#)

Subject: SR 224- Status Report on Commercial Vehicle Inspections
Author: Captain Andrew Leatham
Department: Police
Date: 11 October 2018
Type of Item: Work Session

Summary Recommendation

Staff recommends City Council hold a work session in which members of local and State law enforcement provide information on commercial vehicle inspection efforts . Staff further recommends City Council and law enforcement engage in an open discussion and informational exchange to create a better understanding of the issue and have City Council provide direction on efforts and strategies.

Executive Summary

Commercial vehicle accidents involving runaway construction vehicles, although not common, have occurred historically on the steep Ontario Mine section of Marsac Avenue (State Route 224). This section of state highway located between Guardsman Connection and Hillside Avenue has a 10% grade, making it critically important for large commercial vehicles to be mechanically sound and operating within standards set forth by the Federal Motor Carrier Safety Administration (FMCSA).

Three (3) such accidents have culminated on Marsac Avenue or on the Deer Valley Roundabout within the last two years; the latest of which occurred on 25 September 2018 when a runaway dump truck narrowly missed a head-on collision with a City bus and ultimately collided with a pick-up truck and created a hazmat spill. The accident prior to that involved a commercial vehicle colliding with a residence and causing extensive structural damage. Although no serious injuries have occurred, the potential for loss of life was profound, and each of the accidents resulted in devastating damage to municipal, state, and private property.

Since the road is a state highway, the Park City Police Department and the Utah Highway Patrol work closely together in an on-going effort to minimize these types of accidents, which typically occur as a result of operator error, equipment failure or a combination of both. *(The UHP Statistics cited below are regional and not specific to Park City. PCPD has requested Park City specific statistics from UHP)*

- Utah Highway Patrol (UHP) has a certified Commercial Vehicle Safety Alliance (CVSA) Inspector assigned to this region which includes Summit, Wasatch, Utah, and Juab Counties.
- The Park City Police Department (PCPD) has one certified Commercial Vehicle Safety Alliance (CVSA) Inspector. The officer is currently assigned to patrol.
- The UHP Inspector conducted over 300 inspections from 10/1/2017-9/30/2018, with the majority of those occurring in and around Park City.

- The PCPD Inspector recently became a fully certified CVSA and has conducted 34 inspections in Park City since May of 2017.
- Approximately 18% of the vehicles inspected were placed out of service, and approximately 9% of the inspected drivers were placed out of service. These percentages reflect inspections from the entire region. The UHP CVSA estimates that the percentage of equipment problems is a little higher in the Park City area due to the type of vehicles being inspected and the type of work the truck is designed for (i.e. dump truck versus long haul semi-truck). Conversely the CVSA estimates that there are less driver related issues with construction drivers versus long haul truck drivers specifically with regard to driver logs, drowsy driving, and impaired driving.
- During the course of 308 inspections conducted by the UHP CVSA in the region 1130 violations were noted and the Trooper issued five (5) citations. During the 34 inspections conducted by the PCPD CVSA there were six (6) violations noted and the Officer issued one (1) citation.

The Problem

The topography of Park City, combined with the booming resort and construction economies, almost guarantees that large commercial vehicles such as dump trucks and delivery trucks will continue to utilize the steep highways and residential streets within the City. Dynamic Engine brakes (aka Jake brakes) are also restricted in the City¹, but not in this location. However, due the near city-wide prohibition on Dynamic Engine brakes, many drivers assume they are prohibited on SR 224/Marsac or even in an emergency. When a dynamic engine brake is not engaged, the experience of the driver and the maintenance of the vehicle become even more critical. An inexperienced driver with a poorly maintained vehicle is much more likely to be involved in an accident. Also, these situations occur in split seconds and sometimes drivers panic, miss the emergency ramp and/or make other decisions that compound a brake issue that wouldn't have been flagged even with a proactive inspection.

The Opportunity

The Park City Police Department intends to enter into a memorandum of understanding (MOU) with the Utah Department of Transportation (UDOT), Motor Carrier Division. UDOT will provide the Park City Police Department with a set of commercial vehicle scales at no cost to the City. The Police Department will agree to maintain and certify these scales annually, and use them in accordance with the MOU. Having its own scales will allow PCPD to conduct full inspections without relying as much on the UHP. PCPD will take possession of the scales on or about October 12, 2018.

¹ MCPC section 6-3-8: DYNAMIC BRAKING DEVICES. Operating any motor vehicle with a dynamic braking device engaged, except: 1. To avoid imminent danger; or 2. Where permitted as posted on the following streets:

- Ontario Canyon [SR 224/Marsac]
- Royal Street
- Aerie Drive

during the following hours: 7 a.m. thru 10 p.m., Monday thru Saturday, and 9 a.m. thru 10 p.m. on Sundays.

PCPD will continue to foster its close and healthy relationship with the UHP, and both agencies will continue to conduct inspections independently and through coordinated joint enforcement efforts. PCPD has committed to make commercial vehicle inspections, enforcement, and driver education a top priority in the coming year.

Funding

- Park City's CVSA is a full-time Police Officer assigned to patrol. The CVSA function is a collateral duty. Special enforcement operations may be funded through the Department's existing overtime budget, or from grant monies made available from the Utah Department of Public Safety.
- Commercial vehicle scales utilized by the PCPD are the property of the State of Utah and are on long term loan from the Utah Department of Transportation. Some certification and maintenance costs may come from the existing police budget.
- The CVSA equipment is large and must be carried in the bed of a pick-up truck. PCPD has one pick-up truck in its fleet, which is assigned to the CVSA.

Attachments

- A Inspection Summary Report Utah Highway Patrol
- B Commercial Vehicle Inspection statistics PCPD

INSPECTION SUMMARY REPORT

Time Period: 10/01/2017 - 09/30/2018

Total Inspections: 308

Inspector: Dick Beveridge

Badge #: 19

Inspection Type Breakdown

Total HM Inspections:	20	Inspections Resulting in OOS:	85
# HM Bulk:	11	# Driver/Co-Driver OOS:	27
# HM Non-Bulk:	9	# Vehicle OOS:	73
# Both HM Bulk & Non-Bulk:	0	# & % of U.S. Motor Carriers:	307 / 100%
Total Single-Unit Trucks:	189	# & % of Mexican Motor Carriers:	0 / 0%
Total PVI Inspections:	4	# & % of Canadian Motor Carriers:	1 / 0%

Inspection Level Breakdown

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>	<u>Level 7</u>
Inspections	151	11	141	1	0	0	4
% of Total	49%	4%	46%	0%	0	0	1%
Total Minutes	10237	607	3850	6	0	0	230
Average Minutes	67	55	27	6	0	0	57

Inspection Analysis

Total Violations Cited:	1130	% of OOS Drivers/Co-Drivers:	9%
Avg. Violations Per Inspection:	3.67	% of OOS Vehicles:	18%
Total Citations Issued:	5	Total OOS Violations:	192
Total CVSA Stickers Issued:	92	Total OOS Drivers/Co-Drivers:	27
Total Cargo Tanks Inspected:	11	Total OOS Vehicles:	82

Special Checks

Size And Weight Enforcement:	111	Traffic Enforcement:	123
Alcohol Substance Check:	0	Local Enforcement:	3
Drug Interdiction Search:	0	Drug Interdiction Arrests:	0
Post Crash:	28	PBBT Inspections:	0
BEG Inspections:	0		

ATTACHMENT

A

CVI



Park City Police Dept

Law Incident Summary Report, by Nature

Agency: Park City Police Department

<u>Number</u>	<u>Time and Date</u>	<u>Nature</u>	<u>Address</u>	<u>Location</u>	<u>Dsp</u>
17-10382	10:00:35 05/15/17	Cvi	KEARNS BLVD & SNOW CREEK DR; SR248, Park City, UT	PROSW	CNA
17-21447	09:08:02 12/15/17	Cvi	8 SR224; St Mary's, Park City, UT	224PC	CNA
17-21451	10:57:25 12/15/17	Cvi	1750 KEARNS BLVD; PCHS, Park City, UT	PKSID	CNA
17-22085	09:46:34 12/28/17	Cvi	1750 KEARNS BLVD; PARK CITY HIGH SCHOOL, Park City, UT	PKSID	CNA
17-22138	10:42:27 12/29/17	Cvi	1750 KEARNS BLVD, Park City, UT	PKSID	CNA
17-22142	11:52:34 12/29/17	Cvi	1700 BONANZA DR, Park City, UT	PROSW	CMP
17-22147	13:47:26 12/29/17	Cvi	3 SR248, Park City, UT	248WA	CMP
17-22152	15:20:04 12/29/17	Cvi	1354 SULLIVAN RD, Park City, UT	PCMR	CNA
18-00224	09:31:21 01/05/18	Cvi	1760 PARK AVE, Park City, UT	PROSW	CMP
18-02613	08:24:15 02/09/18	Cvi	3 SR248, Park City, UT	248WA	CNA
18-02622	10:35:37 02/09/18	Cvi	7 SR224, Park City, UT	224PC	CMP
18-02625	12:03:34 02/09/18	Cvi	8 SR224, Park City, UT	224PC	CMP
18-02627	12:44:28 02/09/18	Cvi	8 SR224, Park City, UT	224PC	CMP
18-04855	08:34:34 03/30/18	Cvi	3 SR248, Park City, UT	248WA	CNA
18-04858	09:38:39 03/30/18	Cvi	BONANZA DR & KEARNS BLVD, Park City, UT	PROSW	CNA
18-04865	12:20:42 03/30/18	Cvi	3 SR248, Park City, UT	248WA	CNA
18-05156	09:25:59 04/06/18	Cvi	7 SR224, Park City, UT	224PC	CIT
18-05165	13:03:19 04/06/18	Cvi	N SR224 & MEADOWS DR, Park City, UT	3KING	CMP
18-05418	10:17:55 04/13/18	Cvi	DEER VALLEY DR & DEER VALLEY DR N, Park City, UT	224PC	CNA
18-05420	11:42:34 04/13/18	Cvi	1500 SNOW CREEK DR, Park City, UT	SNCRK	CNA
18-06295	09:26:05 05/04/18	Cvi	1300 KEARNS BLVD, Park City, UT	SNCRK	CMP
18-06299	11:31:52 05/04/18	Cvi	E RICHARDSON FLAT RD, Park City, UT	RFLAT	WW
18-06301	12:37:10 05/04/18	Cvi	7 SR224, Park City, UT	224PC	WW
18-06677	09:35:45 05/11/18	Cvi	8 SR224, Park City, UT	224PC	CNA
18-07010	09:29:39 05/18/18	Cvi	4 SR224, Park City, UT	224PC	WW
18-07015	10:58:08 05/18/18	Cvi	950 IRON HORSE DR, Park City, UT	PROSW	CMP
18-07020	13:03:43 05/18/18	Cvi	2250 DEER VALLEY DR S; DEER VALLEY DR, Park City, UT	DRVLY	CNA
18-07021	13:09:15 05/18/18	Cvi	2250 DEER VALLEY DR S; DEER VALLEY DR, Park City, UT	DRVLY	CNA
18-08555	08:21:07 06/22/18	Cvi	BONANZA DR & DEER VALLEY DR, Park City, UT	PROSW	WW
18-08559	10:06:35 06/22/18	Cvi	8 SR224, Park City, UT	224PC	WW
18-08564	11:45:38 06/22/18	Cvi	DEER VALLEY DR & SHORT LINE RD, Park City, UT	PROSW	WW
18-08565	12:31:33 06/22/18	Cvi	1750 KEARNS BLVD; PARK CITY HIGH SCHOOL, Park City, UT	PKSID	CMP
18-08566	13:13:28 06/22/18	Cvi	KEARNS BLVD & SIDEWINDER DR, Park City, UT	PROSW	CNA

<u>Number</u>	<u>Time and Date</u>	<u>Nature</u>	<u>Address</u>	<u>Location</u>	<u>Dsp</u>
18-12575	08:26:15 09/13/18	Cvi	1750 KEARNS BLVD, Park City, UT	PKSID	CNA
Total Incidents for This Agency: 34					

Total reported: 34

Report Includes:

All dates between '00:00:00 01/01/17' and '00:00:00 10/01/18', All agencies matching 'PCPD', All officers, All dispositions, All natures matching 'CVI', All locations, All cities, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

44

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: WORK SESSION

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Rocio Torres

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Backhoe Report - October 2018

Suggested Action:

Attachments:

[Backhoe Staff Report](#)

[Backhoe Report - October 2018](#)



City Council Staff Communications Report

Subject: October Backhoe Report
Author: Rocio Torres Mora, Community Liaison
Department: Sustainability
Date: September 27, 2018
Type of Item: Informational

Beginning September and recurring monthly through November, the Community Liaison provides a “Backhoe Report” outlining Summer/Fall 2018 construction updates. This report will include both public and significant private projects that will be visible or will impact community members or business owners. The report will be presented to City Council on the first meeting of each month as a staff communication for subsequent months. This staff communication includes the full [Backhoe Report](#) for October.



BACKHOE REPORT

October 2018

Below, please find current construction projects underway in and around the Park City area. Beginning September and recurring monthly through November, the Community Liaison provides a “Backhoe Report” outlining Summer/Fall 2018 construction updates. This report will include both public and significant private projects that will be visible or will impact community members or business owners. The report will be presented to City Council on the first meeting of each month as a staff communication for subsequent months. This staff communication includes the full Backhoe Report for September. The Report can also be found [online](#).

Questions? Contact Community Liaison, Rocío Torres Mora: rocio.torres@parkcity.org or (435) 615-5201.

3rd and 4th Street Stairs Retread

Construction dates

- Anticipated start date of September 17, 2018 and December 15, 2018 completion date.

Project details

- The work consists of demolition of existing wood treads, staining and painting the wood stairway, and installing galvanized steel grate treads.

Contact information

Matt Twombly | Senior Project Manager | mtwombly@parkcity.org | (435) 615-5177

88 King Road

Construction dates

- Construction of a single family home will start in June 2018.

Project details



- A new single family home will be built on 88 King Road
- Traffic impacts are anticipated for the duration of this project

Contact information

Michelle Downard | Deputy Chief Building Official | mdownard@parkcity.org or (435) 615-5109

Bollard Project on Lower Main Street

Construction dates

- The Main Street Bollards project began the week of June 11, 2018 at various intersections and sidewalks on Lower Main Street.
- UPDATE: The Bollard Project on Lower Main Street is complete as of July.

Project details

- The work will consist of coring the sidewalks for the sleeves for the temporary bollards. There will be temporary sidewalk (and Main St. garage entrance/exit) closures on the 11th, 12th and possibly 13th of next week.
- The concrete cores will be left in place and will not affect use until the excavation is performed, likely the week of the 18th after the Savor the Summit event
- With Savor the Summit is being held on Saturday June 16, the work the week of the 11th will be limited to saw-cutting the asphalt and core drilling and installing sleeves in the sidewalks.
- The following week, the construction will consist of asphalt removal and excavation in the roadways for the bollard footings.
- There will be partial road closures and flaggers closing half the road at a time for the construction. This may take upwards of 2 weeks to complete.
- Depending how quickly the project goes there may be plates on the street to protect the concrete and open the street to traffic.

Contact information

Matt Twombly | Senior Project Manager | mtwombly@parkcity.org or (435) 615-5177

Bonanza Drive to US 40

Construction dates



- Anticipated start June 1 - complete by October 15.

Project details

- Questar to perform sub-surface utility work.

Contact information

Alfred Knotts | Transportation Planning Manager | Alfred.knotts@parkcity.org or (435) 615-5360

Chambers Trail Construction Improvements

Construction dates

- This project began in June 2018 and had a 3-week timeline with the possibility of crews being onsite longer.
- UPDATE: The Chambers Trail Construction Project is complete as of July.

Project details

- Construction improvements will take place between Hillside Avenue and Swede Alley
- During construction time the trail will be closed
- A small re-route toward the bottom of the trail will be created so that the trail is all on the City right-of-way or City-owned property.
- Additional connection to the Old Town pocket park at 144 Main Street will be provided. The trail will link into the existing trail that emerges from the City-owned pocket park and borders Poison Creek.
- Additional sidewalk will be added to provide continuity at the top and bottom of the trail.
- A mid-trail resting/overlook spot will be provided.
- Enhanced yet simple landscaping will be included.
- A consistent 4ft trail for increased visibility will be created.
- Erosion will be controlled and the historic rock walls will be preserved.

Contact information

Julia Collins | Senior Transportation Planner | julia.collins@parkcity.org or (435) 615-5309

Ecker Park and Ride and Kilby Road



Construction dates

- Kilby Road paving is expected to be complete by August 25, except for the area between the two new roundabouts. That area will be partially paved to allow for two lanes of traffic. Paving in front of the school will be complete before school starts on August 23
- Park and ride is anticipated to be completed by mid-October.
- The County anticipates that Kilby Road between the Roundabouts will be complete by October 15th. The project should be substantially complete by October 31st although there will be some landscaping and electrical work that will continue into November.
- The goal is to have the project 100% complete before the winter service change of Park City Transit.

Kilby Road and Park and Ride

- Fine grading on the Park-and-Ride lot was completed on September 21, 2018
- Paving of the Park-and-Ride lot will take place Wednesday, September 26 – Saturday, September 29 (and maybe into Sunday)
- A small area between the roundabouts and at the new bus island will not be paved in order to provide a laydown area for pedestrian tunnel construction. There will be minimal traffic disruptions as trucks enter and exit the park and ride area
- Electrical work will continue with minimal impact to traffic
- Crews will finish placing signs on Kilby Road with minimal impact to traffic
- Site landscaping, gabion baskets for lighting and fencing work will begin with minimal impact to traffic
- Work on pouring concrete for the pedestrian tunnel will continue. The main walls to be poured Wednesday, September 26 - Friday, September 28. Work will continue to detour traffic through the Park-and-Ride during off peak hours

Project details

- Project consists of the widening of Kilby Road to include bike lanes and intersection improvements such as right and left turn pockets, and acceleration lanes
- It also includes a Park and Ride to intercept commuter traffic from Salt Lake Valley, and nearby residents



- Please be aware that there will be continued work along Kilby Road to complete center median concrete infill and rock mulch, Park and Ride completion, and the completion of the pedestrian underpass

Contact information

Derrick Radke, PE | Public Works Director | dradke@summitcounty.org or 435-336-3978

'Gina's Trail' Detour Alignment

Construction dates

- Construction for the trail detour as a result of the Alice Load Development will begin shortly.

Project details

- A detour alignment will take place at 'Gina's bypass' trail
- The route will be hand cut as it is already semi-established
- In summary, the project will turn down platted ridge at the southern aspect of the construction area and then across a vacant lot and will circle back onto King Road by the current gate.

Contact information

Michelle Downard | Property, Real Estate, Trails & Open Space Manager | hdeters@parkcity.org or 435.615.5205

I-80 Construction Project

Construction dates

- Starting as early as June 10, 2018, crews will begin repaving both directions of I-80 from Lamb's Canyon to Kimball Junction
- Climbing Lane: April - November 2018
- Truck Lane: April - November 2018
- Wildlife Overpass: April - November 2018
- Wildlife Fencing: April - October 2018



- Noise Barrier: May - October 2018
- Asphalt Repaving & Cattle Guard: June - November 2018

Project details

- Paving activities for the new westbound climbing lane will continue over the next month. Drivers should use caution and obey the posted speed limit.
- Crews are pouring the deck and forming the sides of the new wildlife overpass. Wildlife fencing installation west of the overpass will resume this week.
- Work will start at the Lamb's Canyon on- and off-ramps before moving to the ramps at Parleys Summit. After the ramps are complete, crews will repave mainline I-80 in both directions
- Paving will take place overnight between 7:00 p.m. and 6:00 a.m., Sunday-Friday, through fall 2018. Drivers can expect overnight lane closures to accommodate this work
- Crews working on the wildlife overpass just west of Parley's Summit are building the temporary shoring pier and pier footing on the south side of I-80 while also pouring wing walls to support the base of the bridge
- Crews continue to work on the Jeremy Ranch bridge in both directions and are removing old materials in preparation for replacement
- Drivers on Homestead Road should continue to use caution in the area and expect shifted lanes and minor delays through late summer 2018 as crews work to repair the bridge deck at the Jeremy Ranch interchange

Noise Barrier Update

- Crews have finished regrading the berm and are now digging holes to prepare for post installation. Posts will be installed over the next two weeks and panel placement will follow.
- Installation is scheduled to take approximately six weeks to complete. After the barrier has been constructed, crews will paint the wall to blend with surrounding terrain.

Trucking Information

- Travel lanes have been modified to 11-foot lanes with 2-foot shoulders within the project corridor
- Oversize loads are advised to avoid both directions of I-80 within the project limits during morning peak travel hours (7:00 a.m. to 9:00 a.m.) when possible



What to expect

- Shifted, narrower travel lanes
- Nighttime and daytime work with lane closures
- Up to four overnight closures of I-80 (two in each direction)
- Noise, dust and vibration
- Traffic on Homestead Road is restricted to accommodate bridge work. Use caution in the area and expect shifted lanes and minor delays through fall 2018 as crews repair the Jeremy Ranch bridge deck.
- Please note that as part of construction, a portion of wildlife fencing near the Jeremy Ranch interchange has been removed and will be reused elsewhere in the project where possible. Temporary fencing has been installed in its place for the duration of the project

Contact information

Utah Department of Transportation | renovatei80@utah.gov or 888-528-WORK (9675)

Kimball Garage

Construction dates

- Construction will take place in the month of June

Project details

- Crews are working on sidewalk repairs which include:
 - Park Ave- Sidewalk is being replaced in kind, same location
 - Main St- Sidewalk is being replaced in same location, different material (granite)
 - Heber Ave is being replaced (concrete) and will be approximately 2' wider than previous

Contact information

Michelle Downard | Deputy Chief Building Official | mdownard@parkcity.org or (435) 615-5109

Kings Crown (Lowell Ave)

Project details



- The Building and Planning Departments are working on the permitting for Kings Crown (Lowell Ave) and anticipate road grading to begin shortly.

Contact information

Michelle Downard | Deputy Chief Building Official | mdownard@parkcity.org or (435) 615-5109

Park City Ice Arena Reconstruction Mezzanine

Construction dates

- Anticipated start date of September 4, 2018 and October 5, 2018 completion.

Project details

- Work will consist of removal of the existing concrete plaza, water-proofing along the building, and re-pouring a new concrete plaza.
- Impacts will be isolated to the plaza at the Ice Arena.

Contact information

Matt Twombly | Senior Project Manager | mtwombly@parkcity.org | (435) 615-5177

Pavement Management Project

Construction dates

- During the months of June, July, and August Park City Municipal will be conducting several pavement improvements
- UPDATE: Slurry seal and Paving are both completed. Crack seal will begin in mid-September and will have very minimal impacts to traffic.

Project details

- Crack Seal- Cracking in pavements occurs when a stress is built up in a surface causing a fissure or crack to open. Crack sealing and crack filling are methods which can be used to repair these cracks in pavement surfaces. The Contractor will apply 30 tons of crack seal to various city streets and 3 tons of crack seal to bike paths.



- **Utility Adjustments-** Utility adjustments are required after an overlay to raise manholes, water valves, gas valves, and monument markers to the same grade as the new pavement surface. Most require lowering prior to an overlay due to the rotomilling process then require readjusted after overlay application.
- **Asphalt overlay-** Asphalt pavement overlay refers to any paved road surfaced with asphalt. Hot Mix Asphalt (HMA) is a combination of approximately stone, sand, or gravel bound together by asphalt cement, a product of crude oil. Asphalt cement is heated aggregate, combined, and mixed with the aggregate at an HMA facility. The asphalt is placed, and then compacted.
- **Rotomilling-** is a controlled technique that removes asphalt from the existing pavement to a desired depth. (Typically 1-4 inches)
- **Slurry Seal-** The following streets have been identified within the pavement management program to receive slurry seal pavement treatment. Slurry seal is used as a pavement preservation treatment to extend the life of the street. The slurry seal which is made from emulsified asphalt (a mixture made from oil and fine sand aggregate). During application residents will receive a 7 day notice followed by a 24 HR notice. Street side parking will be restricted and access will be limited.
- **High Density Mineral Bond-** is similar to a slurry seal. It requires an asphalt emulsion like a slurry seal but in higher quantities. It also utilizes small aggregate, a slate and refined corundum, instead of the sand used in a slurry seal. This difference in aggregates size helps the mixture to be smoother to the touch and helps the application to stick to the trail instead of ravel. This application of high density mineral bond is more user friendly for trail users than a rougher slurry seal application

Contact information

Troy Dayley | Streets and Streetscapes Manager | troy@parkcity.org or (435) 615-5637

Prospector Avenue Re-do - Bonanza to Gold Dust Lane

Construction dates

- Construction began July 10th, 2018 and will continue throughout the summer into October 2018.

Project details



- Prospector Avenue will be in a one-way traffic configuration during construction to expedite the contractor's schedule and provide a safe work zone. Vehicles will be guided to travel westbound, from Sidewinder to Bonanza
- The contractor will be on site from 7:00 a.m. to 5:00 p.m., Monday through Friday and some Saturdays
- Park City bus stops will be maintained on Prospector Avenue, but school bus stops have been relocated to Bonanza
- Garbage pick-up and mail delivery will be maintained
- On-street parking will not be permitted - please make best use of all Prospector Square parking lots
- Business access will remain open. If more than one access is available, crews may close one access but one will always remain open.
- Pedestrian access will remain open on one side of the road. During Phase One, pedestrians will be directed to the south side of Prospector Avenue
- PSPOA is reconstructing lot H and lot D located off of Prospector Avenue. The sewer work within the road should be done within the next week

The Prospector Avenue projects expects to:

- Create an environment for all modes of transportation
- Upgrade lighting with LED fixtures
- Build a complete street to complement the proposed Prospector Square goal
- Define more efficient use of existing space by better marking travel lanes and bus pullout
- Provide an improved storm drain system
- Resurface the asphalt pavement
- Enhance and promote alternative multi-modal transportation uses and address roadway infrastructure.
- Create a safe environment for all modes of travel
- Reduce vehicular speeds by introducing a "complete street" cross section.
- Define more efficient use of existing space by better marking travel lanes and bus pullouts
- Upgrade the street lighting with LED fixtures
- Improve the roadway drainage
- Resurface the asphalt pavement

Project updates



- Work on the south side of the street is underway. One-way traffic remains in the east-to-west direction.
 - Crews are removing curb, gutter, and sidewalk on the south side of the street, beginning on Gold Dust, heading west
 - Following the removals, crews will form and pour the concrete for the new curb and gutter
 - Electrical conduit is being placed underground, along with junction boxes for new lighting along the corridor
 - Waterline work continues in the roadway. The travel lane may be adjusted according to the daily activities, however, it will always be marked with traffic cones
 - Note: The light poles will be removed from the south side of the street. For the next month, all street lighting will be removed from Prospector Avenue. Please use caution when traveling at night, particularly regarding the one-way traffic.
 - For the safety of motorists, pedestrians, and the various construction crews in the area, the speed limit has been reduced to 25 mph on Prospector Avenue. Please be mindful of your surroundings and proceed through the corridor with caution and awareness.
 - Park City Police will be patrolling the area to enforce the one-way traffic operations. Violators will be fined.
-
- **Prospector Square Update (09/21):** Lot H (Good Karma) will be paved on Saturday from 6 a.m. to noon. No parking in that lot that morning. The lot should be opened by 5 p.m. The lot will likely be closed again on Monday for striping for a couple of hours. Stapp Construction laid the concrete for the west entrance on Thursday, and that entrance should reopen in about a week after concrete curing. Please use the east entrance (near Black Tie) until both entrances are open.
 - Construction continued on the new garbage enclosure in Lot H. The wood siding is now up.
 - After the paving is complete, the following work will be done in the next few weeks to wrap up the project for this year:
 - Concrete ramp next to Black Tie
 - Sidewalk completion to the street on the west side of Lot H
 - Concrete work on Lot D garbage enclosure plus siding
 - Rough landscaping work on both Lots D and H for this winter for safety and beautification.
 - Installation of lighting and signage
 - Next spring landscaping will be finished, including irrigation installation.

Contact information



Corey Legge | Public Improvements Engineer | corey.legge@parkcity.org or (435) 615-5057 or prospectorave@utah.gov

SR-224

Construction dates

- Project began in May 2018 and is expected to be completed in August 2018.
- UPDATE: The SR-224 Construction Project is complete.

Project details

- Northbound lanes will be restricted to one lane from 4 am to 2 pm and from 6 pm to dark.
- Southbound lanes will be restricted to one lane from 9 am to dark.
- Initial work will include lowering utilities, upgrading pedestrian ramps, and lining the drainage pipe.
- Milling and paving operations are scheduled to begin May 14th through mid-late June.
- Construction will take place Monday through Friday from 4am to dark.
- The trail along SR-224 will remain open for pedestrians and cyclists. (Construction of the pedestrian ramps may detour pedestrians and cyclists- signs and email updates will be sent prior to this work.)
- The schedule is subject to change based on weather, equipment, and materials.
- Please use caution when driving, cycling and walking through the work zone and always obey posted signs and speed limits.
- The final surface coat will be placed between June 11th and June 20th with striping and raising utilities to follow in the coming weeks.
- This is a moving operation and crews will move operations between the northbound and southbound lanes to accommodate traffic and create efficiencies.

Contact Information

Kim Clark | kclark@utah.gov | (801) 903-8327

SR-248

Construction dates



- Construction crews will begin working on the chip seal application beginning Wednesday, July 11th. The hours of operation will be from 6 am to 8 pm.
- The application of the chip seal is a fast operation. To create the most efficiencies, crews will be using pilot cars through the construction site. Approximately 15 min delays should be anticipated.

Project details

- Crews plan to begin near the US40 interchange. The work will take place in 3-mile increments moving towards SR-32. The chips will initially be placed on the traffic lanes throughout the corridor. Once this is complete, crews will then place the shoulder chips, which are a smaller size coming back from SR-32 and heading towards US40.
- The chip seal is being placed as a final surface coat to the project that began last year to protect and maintain the new pavement.
- The chip seal is the most appropriate and cost-effective approach to preventing any problems in the future – it is not fixing any issues but is one more step in providing the best pavement for the conditions.
- The SMA asphalt that was placed last year was chosen for the SR-248 corridor because it is a durable asphalt for cold winter conditions. Shortly after paving the area, more water appeared in areas along the road surface than expected. Experience has shown that water seeping from the pavement is common with SMA asphalt and that it decreases over time. This is not a sign of poor quality but shows the pavement is acting the way it is intended. Testing and inspections throughout and after construction show the SMA was placed meeting all specifications and we are confident the pavement is structurally sound.
- The chip seal that will be applied for this situation has been used on multiple state highways and interstates throughout Utah. In regards to the chip seal application, UDOT has reduced the amount of stone that is placed so there is less chip loss (or chips moving off the road). The chips are lighter than they have been in the past and once they are in place they are covered with a flush coat to minimize spreading. Smaller chips will be applied on the shoulders to minimize debris.
- UPDATE: The chip seal is complete on SR-248 from US40 to SR32. The crews finished the flush coat on Friday, August 10th. Minor traffic impacts will be underway while crews finalize the striping over the next few weeks. Motorists should anticipate rolling construction vehicles with amber light warning and potential lane shifts.

Contact Information

Kim Clark | kclark@utah.gov | (801) 903-8327



Tanger Outlets Roundabout Reconstruction

Construction dates

- Construction for the Tanger Outlets Roundabout Project began on August 14, 2018
- Landmark Dr. and Kilby Rd. will close on Wednesday, August 22. Closure will continue Monday 6:00 a.m. through Friday at noon each week until October 1s. The road will be open Friday afternoons through the weekend
- September 17-21: Road closed through Friday at noon for curb/gutter and concrete installation
- September 24-28: Road closed Monday 6am to Friday at noon for paving
- The project is expected to be completed by October 1

Project details

- The project encompasses the reconstruction of the roundabout changing the geometry to improve traffic flow.
- Construction on the roundabout on Kilby Road at the entrance to Tanger Outlets will begin on August 14, 2018.
- Closures are expected beginning Aug. 22 and will run on weekdays through Oct. 1.
- Minor time delay due to the detour and destination inconvenience can be expected

Contact information

Derrick Radke, PE | Public Works Director | dradke@summitcounty.org or 435-336-3978 &

Krachel Murdock | Community and Public Affairs Summit County | kmurdock@summitcounty.org or (801) 699-4582

Telemark and Daley Avenue Water Service Lines Replacement

Construction dates

- The water service lines replacement project will take place during the month of June.

Project details

- Construction crews are replacing water service lines on Telemark and Daley Avenue from now until the end of June.



- Work is within the roadway and involves minor traffic control

Contact information

Holly Lopez | Executive Assistant | holly.lopez@parkcity.org or (435) 615-5344

Woodside Park Phase 1 - Affordable Housing Project - 1300 Block of Park Avenue & Woodside Avenue

Construction dates

- September 2017, proposed construction start, with anticipated completion scheduled for Spring 2019.

Project details

- The project entails the construction of 4 single family and 4 townhomes.
- Potential for partial street closures on both Park Avenue and Woodside Avenue
- Door-to-door outreach, emails, and neighborhood open house conducted fall 2017.
- The former Park City fire station was demolished late September, 2017.

Contact information

Jason Glidden | Housing Development Manager | jglidden@parkcity.org or (435) 615-5268 or Rocio Torres Mora | Community Liaison | rocio.torres@parkcity.org or (435) 615-5201

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Corey Legge

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve and Ratify the City Manager's Execution of an Emergency Professional Services Agreement with Epic Engineering to Provide Public Improvement Inspection Services Which Primarily Include the Park City Heights Phase II, King's Crown, and Alice Claim developments in an Amount not to Exceed \$135,380.00

Suggested Action:

Attachments:

[Public Improvement Inspection Services Staff Report](#)

[Attachment 1: Signed Agreement](#)

City Council Staff Report



Subject: Professional Services Contract to Provide Public Improvements Inspections
Author: Corey Legge, E.I.T, Staff Engineer
Department: Engineering
Date: October 11th, 2018
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council approve and ratify the City Manager's execution of an emergency Professional Services Agreement with Epic Engineering to provide public improvement inspection services which primarily include the Park City Heights Phase II, King's Crown, and Alice Claim developments in an amount not to exceed \$135,380.00.

Executive Summary:

Park City Heights Phase II, King's Crown, and Alice Claim are developments preparing for installation of public improvement infrastructure. Typically, this infrastructure is installed before a developer starts constructing homes. Both, Park City Heights Phase II and King's Crown have already begun construction. Alice Claim is working towards final approvals to begin construction. The infrastructure to be installed as part of these projects includes public improvements that will be dedicated to the City in the future. These facilities are noted as:

- Water system including waterlines and Pressure Reduction Valve (PRV) station,
- Storm Drain system including pipelines, detention ponds and outfalls,
- Roadway, curb and gutter and sidewalks along with their appurtenances, and
- Trails and parks

Per Park City's purchasing policy, staff administered a formal procurement process to provide public improvement inspection services. This service documents that the infrastructure, to be dedicated to the City in the future, is installed per Park City's Standard Specifications. Epic Engineering was selected by a review committee as the desired professional inspection consulting firm.

Staff anticipated not performing these inspections until City Council approval of this contract. Unfortunately, an abrupt vacancy of the City Engineer position limits personnel resources within the Engineering department at this time. Therefore, staff relied on the emergency section of Park City's purchasing policy to provide Epic Engineering notice to proceed. Additionally, staff added some other minor engineering services to the scope.

Acronyms

PSA- Professional Services Agreement
RFI- Request For Information

RFP- Request For Proposals

The Problem:

The Engineering department is experiencing a transitional period as Community Development proceeds with recruitment for a City Engineer. The rate at which various developments are installing public improvement infrastructure exceeds Staff's available resources to perform inspections. Public improvement infrastructure includes; water systems, storm drain, roadway, curb and gutter, sidewalks, etc. All of which are dedicated assets to the City in the future.

Alternatives:

A. Approve the Request:

This alternative provides an inspector to oversee the installation of public infrastructure for multiple developments. This is staff's recommendation.

Pros

- Public Improvement Infrastructure will be installed per Park City's Standard Specifications.
- Inspections are reported and documented appropriately.
- Provides materials testing and results in more accurate record drawings.
- Reduces the likelihood of unnecessary future City maintenance.

Cons – None noted.

B. Deny the Request:

Pros – None noted.

Cons – Staff will not have the resources necessary to properly oversee the installation of future dedicated City facilities for multiple developments.

Analysis:

Park City's Policies and Objectives (Part II – Contracting and Purchasing Policy), Section C, Paragraph D states, "Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property; circumstances which place the City or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the City to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The City Council shall be notified of any emergency contract which would have normally required their approval as soon as reasonably possible." Staff determined the circumstances abided by the outlined criteria and warranted immediate contracting with Epic Engineering. While a competitive RFP process was still used, but the City Manager executed the agreement and authorized commencement of the work prior to Council approval. Council was notified on 10/4/18. Should City Council deny staff's recommendation, the existing contract with Epic Engineering will be terminated and Epic will be paid out for their work to date.

Engineering advertised an RFP to provide public improvement inspection services. A review committee consisting of Casey Coleman (Public Works), Roger McClain (Water), and Corey Legge (Engineering) evaluated the two (2) submitted Statement of

Qualifications (SOQs) from consulting firms Epic Engineering and Alliance Engineering. The SOQs were evaluated based on the following criteria:

1. Inspection experience on similar projects (20% of total score),
2. Strength of individuals committed to the project (25% of total score),
3. Relevance of the submitted work plan (15% of total score),
4. Hourly Fee (15% of total score),
5. Strength of SOQ addressing Park City concerns (20% of total score), and
6. Other factors (5% of total score)

The selection committee chose Epic Engineering and outlined the following deliverables:

- Provide pre-construction photos/video of the site impacted by the construction where applicable.
- Provide review of submittals, review of RFIs and hold weekly construction meetings.
- Provide a monthly construction report to PCMC including daily field reports, testing results, changes, progress, photos, etc.,
- Provide closeout paperwork including substantial completion and final completion and verification of completion.
- Compile all paperwork necessary to obtain an operating permit from the State of Utah DWQ – Division of Drinking Water and provide electronic copies of daily reports, testing results, changes, photos, etc.

Department Review:

This report has been reviewed by City Manager, Community Development, Public Works and Legal. All issues have been resolved.

Funding Source:

The PSA with Epic Engineering will be paid from the Engineering Department's operating budget. To offset the impact to the Engineering Department's operating budget, the developer pays an inspection fee which will be used to cover the cost impacts to the operating budget.

The developers of Park City Heights Phase II, King's Crown, and Alice Claim paid, or will be paying, a 4% inspection fee for the project. This fee is calculated from the Engineer's Estimate for cost of construction for public improvements, provided to staff by the developer.

Recommendation:

Staff recommends City Council approve and ratify the City Manager's execution of an emergency Professional Services Agreement with Epic Engineering to provide public improvement inspection services which primarily include the Park City Heights Phase II, King's Crown, and Alice Claim developments in an amount not to exceed \$135,380.00.

Attachments:

Attachment 1: Signed Professional Services Agreement

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 4 day of October, 2018, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and EPIC ENGINEERING, PC, a Utah corporation ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed One Hundred Thirty Five Thousand Three Hundred Eighty Dollars (\$135,380.00).

The City has designated Corey Legge, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2018 or earlier, unless extended by mutual written agreement of the Parties.

The City requires prompt execution of the contract because of an imminent threat to the safety or welfare of the public, of public property, or of private property. The contract requires City Council approval per the City's Contracts & Purchasing Policy. The item is scheduled to be presented to City Council on October 11th, 2018. Should approval not be provided by City Council the terms of this Agreement, excluding this clause, will automatically terminate.. At which point, the Service Provider shall submit an invoice to the City for work performed. The total fee for any work performed without City Council approval for this Agreement and this clause shall not exceed Five Thousand Eight Hundred Dollars (\$5,800.00).

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 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.

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

8. INSURANCE.

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

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

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

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

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

- 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

16. TERMINATION. In addition to termination as provided in Paragraph 2 above:

- 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

**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.



Attest:

Heath R. Hargis
City Recorder's Office

Approved as to form:

[Signature]
City Attorney's Office

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

[Signature]
Diane Foster, City Manager

MATTHEW DAVIS, ACM

EPIC ENGINEERING, PC, a Utah corporation
50 EAST 100 SOUTH
HEBER CITY, UT 84032

Tax ID#: 841428820

[Signature]
Signature

KOREY C. WALKER
Printed name

CEO
Title

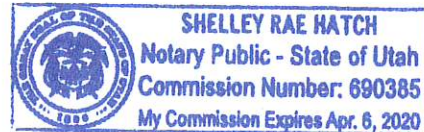
(Acknowledgement continues on the following page)

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 4 day of Oct, 2018, personally appeared before me
Shelley Hatch, 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 Chief Executive Officer (*title or office*) of EPIC ENGINEERING, PC, a Utah
corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board
of Directors (if as to a corporation) or Member Resolution (if as to a limited liability
company), and acknowledged that he/she signed it voluntarily for its stated purpose as
Chief Executive Officer (title) for EPIC ENGINEERING, PC, a Utah corporation (or limited
liability company).

Shelley Hatch
Notary Public



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

Task 1. Inspection

A. Inspection

- Perform daily site observations of construction efforts in compliance with project specifications and city code.
- Monitor site conditions, safety conditions, traffic or public safety issues, and other general safety conditions. While Service Provider is not responsible for these conditions, we will observe and communicate concerns as they are identified.
- Provide Request for Information (RFI) review.
- Quality control review: material and compliance testing will be observed and reported as compliance or failure. Reports will be submitted daily to the Engineer of Record and contractor electronically.
- Bond releases.

B. Equipment: Service Provider will provide a vehicle, measuring devices, and electronic equipment for daily reporting.

C. Safety: Service Provider personnel will comply with City and Third Party Contractor safety requirements including clothing and vehicular identification.

D. Project Management and Quality Control: Daily project management and oversight by principal in charge of project. Service Provider will complete quality assurance reviews of reports completed.

Deliverables: Service Provider will provide daily electronic inspection reporting.

Information provided by the City to the Service Provider:

- Approved construction plans, electronic and PDF
- Relevant specifications
- Public relations agreements
- Contractor/city agreements

SCHEDULE:

We will provide our services as expediently as practical to meet a future mutually-agreed-upon schedule.

Our fees are applicable through December 31, 2018.

Fees and Billing:

Service Provider will perform the services described in Task 1 on a day rate basis for the fee shown below. Service Provider reserves the right to reallocate amounts among tasks

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

as necessary.

Description Day Rate Task 1: Inspection

Seven Hundred Twenty Five Dollars (\$725.00) per hour.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Service Provider project number.

Invoices will be submitted by the Service Provider to the City periodically for services performed and expenses incurred. The City is also responsible for payment of any taxes, including sales tax. Payments of each invoice will be due within thirty (30) days of receipt. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the City fails to make any payment due the Service Provider for services and expenses under this or any other agreement within thirty (30) days after the Service Provider's transmittal of its invoice therefore, the Service Provider may, after giving notice to the City, suspend services under this Agreement or the IPO in question until it has been paid in full all amounts due.

If the City objects to any charge on an invoice, it shall so advise the Service Provider in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing.

If the Service Provider initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorney's fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Service Provider's normal billing rates, of the time devoted to such proceedings by its employees.

When there are conflicting portions of the terms of this Scope with the terms of this Agreement, the terms of the Agreement shall supersede. **Assumptions/Exclusions**

Any other services, not including but not limited to the following, are not included in this agreement:

- Quality assurance testing
- Creation of as-builts
- Contract administration
- Public relations
- 8-hour work day

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

All extra work must be agreed upon by the Parties in writing prior to any extra work being conducted. Labor fees for extra work services outside this scope will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, copies, and other direct expenses will be billed at 1.15 times cost.



EPICENG-01

MMURDOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2018

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 have ADDITIONAL INSURED provisions or 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 SentryWest Insurance 3860 South 2300 East Salt Lake City, UT 84109		CONTACT NAME: Matthew Murdock PHONE (A/C, No, Ext): (801) 272-8468 E-MAIL ADDRESS: matt.murdock@sentrywest.com FAX (A/C, No): (801) 277-3511															
INSURED Epic Engineering P.C. c/o Korey Walker 50 East 100 South Heber City, UT 84032		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Liberty Mutual Group (P&C)</td><td>23043</td></tr><tr><td>INSURER B : Ohio Security Insurance Co</td><td>24082</td></tr><tr><td>INSURER C : Ohio Casualty Insurance Co.</td><td>24074</td></tr><tr><td>INSURER D : Workers Compensation Fund</td><td>10033</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : Liberty Mutual Group (P&C)	23043	INSURER B : Ohio Security Insurance Co	24082	INSURER C : Ohio Casualty Insurance Co.	24074	INSURER D : Workers Compensation Fund	10033	INSURER E :		INSURER F :	
INSURER	NAIC #																
INSURER A : Liberty Mutual Group (P&C)	23043																
INSURER B : Ohio Security Insurance Co	24082																
INSURER C : Ohio Casualty Insurance Co.	24074																
INSURER D : Workers Compensation Fund	10033																
INSURER E :																	
INSURER F :																	

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			BKW56986676	03/01/2018	03/01/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 15,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BAS56986676	03/01/2018	03/01/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			USO56986676	03/01/2018	03/01/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
D	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	1997613	05/04/2018	05/04/2019	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Property			BKW56986676	03/01/2018	03/01/2019	<table border="1"><tr><td>\$500 Ded</td><td>635,125</td></tr></table>	\$500 Ded	635,125												
\$500 Ded	635,125																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Work Comp ID - Policy #3521841 - Term 05/04/17 to 05/04/18 \$1mil/\$1mil/\$1mil

General Liability Blanket Additional Insured, Blanket Waiver of Subrogation and Primary Non-contributory per form CG8810.

Auto liability- Blanket Additional Insured and Blanket Waiver of Subrogation per policy form CA8810.

Park City Municipal Corporation is an additional insured pertaining to the general liability and auto liability per attached form CG8810.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

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

82



EPICENG-01

MHASSARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2018

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 have ADDITIONAL INSURED provisions or 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 American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Jeffrey M. Hirst	
	PHONE (A/C, No, Ext): (801) 364-3434 638	FAX (A/C, No):
INSURED EPIC Engineering, P.C. 50 East 100 South Heber City, UT 84032	E-MAIL ADDRESS: Jeff.Hirst@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Navigator's Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
NAIC #		
42307		

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PROJECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability			CM18DPL085947IV	02/20/2018	02/20/2019	Each Claim 2,000,000
A	RetroDate: 9/1/1997			CM18DPL085947IV	02/20/2018	02/20/2019	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

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

83

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Nate Rockwood

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Public Meeting to Allow Arguments from the Public for and Against the Issuance of General Obligation Open Space Bonds to Acquire, Improve and Forever Preserve Open Space, Park and Recreational Land Located in Treasure Hill and Armstrong/Snow Ranch Pasture in Order to Protect the Conservation Values Thereof, to Eliminate Any Future Commercial or Residential Development, and to Make Limited Improvements for Public Access, Trailhead Parking and Use, in an Amount not to Exceed \$48,000,000 and to Mature in No More than 16 Years from the Date of Such Bonds

(A) Public Hearing

Suggested Action:

Conduct a Public Meeting to Receive Input from the Public with Respect to the Issuance of up to \$48,000,000 General Obligation Bonds for Treasure Hill and Armstrong/Snow Ranch Properties, if Approved by Eligible Voters. The governing body of the taxing entity shall allow equal time, within a reasonable limit, for a presentation of the arguments:

- (a) in favor of the ballot proposition; and
- (b) against the ballot proposition

Attachments:

[Open Space Bond Staff Report](#)

City Council Staff Report



Subject: Park City Open Space Bond Public Meeting
Author: Nate Rockwood, Capital Budget, Debt & Grants Manager
Department: Budget, Debt and Grants Department
Date: October 11, 2018
Type of Item: Administrative

Summary Recommendation

City Council should conduct a required public meeting for the purpose of receiving public input on the \$48 Million Treasure Hill and Armstrong/Snow Ranch Pasture general obligation open space bond initiative that will appear on the November 6, 2018, ballot.

The public meeting shall meet the following requirements:

- 1) Council is required to allow equal time, within a reasonable limit, for a presentation of the arguments submitted to the election officer:
 - (a) in favor of the ballot proposition; and
 - (b) against the ballot proposition.

The arguments submitted in favor and against the ballot initiative have been posted to the State election website and the City's website at the following link:

<https://www.parkcity.org/departments/treasure-hill-and-armstrong-snow-ranch-pasture-open-space-bond/> (right side tab)

- 2) Council shall provide an interested party desiring to be heard an opportunity to present oral testimony within reasonable time limits regarding the ballot proposition.

Executive Summary

State code requires that City Council hold a public meeting to take comments on the \$48 Million Treasure Hill and Armstrong/Snow Ranch Pasture general obligation open space bond initiative. This public meeting complies with section 1605 of the Utah State Transparency of Ballot Propositions Act.

If voters approve the bond on November 6, 2018, PCMC would be authorized to sell the bond(s) as early as March, 2019, which would make funds up to \$48,000,000 available at that time. The amount of the bonds issued and sold could be less than the \$48,000,000 authorization. PCMC would publish notice of the bond issuance and there would be a public hearing prior to any bond(s) being sold. If approved by vote, the authorization to issue the bond(s) would remain effective for up to ten years. The initiative which will be on the ballot is limited to the purchase and protection as open space of the Treasure Hill and the Armstrong/Snow Ranch Pasture properties.

Background and Summary of Previous Staff Reports

A public hearing was held during the regular City Council meeting on September 12, 2018 to take comments on the potential issuance of an open space bond, and the potential economic impact on the private sector of the improvement, facility, or property for which the bond pays all or part of the cost. As required by state code, notices for this hearing have been published in the Park Record for two consecutive weeks and on the State Public Notice Website.

On August 16, 2018, the City Council adopted a resolution to put a \$48,000,000 general obligation bond question on the November 6, 2018, ballot. If voters approve the initiative by a simple majority, PCMC would be in a position to issue and sell open space bonds for the purpose of purchase and preservation of both Treasure Hill and Armstrong/Snow Ranch Pasture properties.

On July 12, 2018, Utah Open Lands presented City Council with a potential open space preservation plan of 19 acres of land owned by the Armstrong's located near Thaynes Canyon Drive. The total cost of the Armstrong open space acquisition and preservation easements is \$6 million, with the request that the City matches contributions up to \$3 million. The City would receive dedicated open space land for the contribution and additional conservation easements in partnership with Utah Open Lands.

On June 21, 2018, City Council adopted the 2019 budget. A significant portion of the budget discussions was focused on setting an initial figure for the ballot initiative portion of the \$64 million Treasure Hill Open Space acquisition. The City Council adopted the budget with a potential GO ballot amount of \$50.7 million with the remaining \$13.3 to be funded by cancelling the Brew Pub Plaza Project and the new Public Utilities Building Project, which would have been funded by the additional resort community sales tax (ARCST) revenue bonds.

A variety of options for the Treasure Hill Bond were discussed during the budget hearing in May and June. The targeted amount discussed for the GO property tax initiative portion of the bond was between \$55 and \$50 million. By deferring and delaying planned capital projects in the 5-year Capital Improvement Plan (CIP), the City was able to free up project funds from the ARCST to fund the remaining \$13.3 million. When the ARCST 10-year plan was originally approved, it included \$15 million in anticipated sales revenue debt for open space acquisitions. This funding ability was factored in in the first five years of the 10-year plan. Bonds were issued from this funding allocation to purchase Stoneridge and Clark Ranch open space and \$1.5 has been dedicated to the Treasure Hill open space acquisition. The adopted budget includes approximately \$3.1 million in budgeted open space funds for FY 2019. These funds will be dedicated to the Treasure Hill and Armstrong/Snow Ranch Pasture open space purchases. This reduced the total amount of the bond to \$48 million.

Analysis

If PCMC were to issue and sell the full amount of the authorization, or \$48,000,000, full-time residents, with primary resident tax status, would pay annually \$24 for every

\$100,000 of assessed home value. Second homeowners and businesses would pay \$44 per year per \$100,000 of assessed value. The life of the bond will be 15 years. Primary residential value represents approximately 15 percent of the total Park City property tax base.

On November 6, 2018, Park City voters will have the opportunity to answer this question on the ballot:

PARK CITY OPEN SPACE BOND

Shall Park City, Utah be authorized to issue general obligation bonds to acquire, improve and forever preserve open space, park and recreational land located in Treasure Hill and Armstrong/Snow Ranch Pasture in order to protect the conservation values thereof, to eliminate any future commercial or residential development, and to make limited improvements for public access, trailhead parking and use, in an amount not to exceed \$48,000,000 and to mature in no more than 16 years from the date or dates of such bonds?

PROPERTY TAX COST OF BONDS

If the bonds are issued as planned, an annual property tax to pay debt service on the bonds will be required over a period of 16 years in the estimated amount of \$194 on a primary residence with an assessed value of \$800,000, and in the estimated amount of \$353 on a business property having the same assessed value.

The foregoing is only an estimate and is not a limit on the amount of taxes that the governing body may be required to levy in order to pay debt service on the bonds. The governing body is obligated to levy taxes to the extent provided by law in order to pay the bonds.

☐

FOR THE ISSUANCE OF BONDS

☐

AGAINST THE ISSUANCE OF BONDS

If voters approve the bond on November 6, 2018, up to \$48,000,000 in bond(s) could be sold as early as March, 2019. Park City may sell a bond for less than \$48,000,000 depending on an agreed purchase price and/or contributions from other funding sources both public and private.

The authorization to issue the bond will remain effective for up to ten years, and prior to any issuance of a bond, there will be notice and a public hearing. The initiative which will be on the ballot is limited to the purchase and protection as open space of Treasure Hill and the Armstrong/Snow Ranch Pasture; it will not allow bonds to be sold for the

purpose of acquiring any property other than the Treasure Hill and the Armstrong/Snow Ranch Pasture properties.

Funding Source

There is no funding source associated with Council conducting a public meeting on this matter.

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Adopt Resolution 25-2018, a Resolution Annexing Mountain Top Subdivision into the Boundaries of Park City Water Service District, Approve the Final Local Entity Plat, and Authorize the Mayor to Execute the Annexation Agreement between Park City Municipal Corporation and Mountaintop Subdivision Association of Property Owners and to Execute the Notice of Impending Boundary Action

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Mountain Top Subdivision Annexation Petition Staff Report](#)

[Attachment B: Petition for Annexation](#)

[Attachment C: Annexation Resolution](#)

[Attachment D: Notice of Impending Boundary Action](#)

[Attachment E: Final Local Entity Plat](#)

[Attachment F: Annexation Agreement](#)

[Attachment G: Easement Agreement](#)

City Council Staff Report



Subject: Mountain Top Subdivision's Petition to Annex to the Park City Water Service District
Authors: Clint McAfee, Public Utilities Director
Tom Daley, Deputy City Attorney
Departments: Public Utilities and City Attorney's Office
Date: October 11, 2018
Type of Item: Legislative and Administrative

Recommendation

Staff recommends Council:

1. **Adopt** the "Resolution annexing certain real property into the boundaries of Park City Water Service District" (Attachment C)
2. **Approve** the Final Local Entity Plat (Attachment E)
3. **Authorize** the Mayor to execute:
 - a. The Annexation Agreement between Park City Municipal Corporation and Mountaintop Subdivision Association of Property Owners (Attachment F)
 - b. The Notice of Impending Boundary Action (Attachment D)

Background and Analysis

In 1992 the city council of Park City Municipal Corporation ("PCMC") adopted a resolution creating the Park City Water Service District ("PCWSD"). The boundaries of the PCWSD were identified as being the same as the PCMC municipal boundaries and the resolution provided that as the PCMC boundaries enlarged through lawful annexation proceedings, so would the PCWSD boundaries. PCMC also has the authority to expand the PCWSD boundaries beyond existing PCMC municipal boundaries.

The Utah state code provides that the same statute that is used to *create* a water special service district is the statute to follow when *annexing* additional area into a water special service district. Thus, the city council is being asked to act on the current request to annex the Mountain Top Subdivision ("MT") into the boundaries of the PCWSD.

PCMC established the PCWSD for the purpose of providing municipal water service within the PCWSD boundaries. The city council also vested the PCWSD with the authority to acquire and construct facilities; to purchase or lease or take real property, within or outside the district, including water rights; and the power to sell or mortgage or exchange any of its assets, including water rights and water systems. (Many Utah municipalities create water districts due to the state constitution's prohibition of municipalities selling water works, water rights or water sources; the PCWSD is the record owner of some water rights and the signatory to several water service agreements). At no time since the creation of the PCWSD in 1992 has the city council created an administrative control board for the PCWSD. Instead, the city council has

acted under its 1992 resolution to “control and have supervisory authority over all activities of the District.” As reflected in the documents attached to this report, PCMC actually owns all of the infrastructure, issues all water-related bonds, and provides water service within the PCWSD boundaries. PCMC also charges and receives all impact fees and water rates. The Park City councilmembers do, however, occasionally convene as the PCWSD board as required by state statute.

MT is a 12 lot subdivision located on the ridgeline above Park Meadows in unincorporated Summit County. MT owns and maintains a private water system which provides water to the subdivision using a single well as its sole source of supply. The MT subdivision is not within the boundaries of Summit County’s Mountain Regional Water Special Service District. In May of 2018, MT’s well failed and MT and Park City entered into a twelve month surplus water service agreement (see **Attachment A**).

On August 6, 2018 MT perfected its petition to annex to the PCWSD by filing with the city recorder a petition signed by 100% of the lot owners within the subdivision (see **Attachment B**). To complete the annexation, the city council must adopt a resolution approving the annexation after determining that all of the statutory requirements for annexation to the PCWSD have been fulfilled (see **Attachment C**). Staff has determined that all such requirements have been met. The adopted resolution will then be sent along with the Notice of Impending Boundary Action (“NIBA”) (See **Attachment D**) and Final Local Entity Plat (“FLEP”) (See **Attachment E**) to the Lieutenant Governor. Within ten days of receiving those documents, the Lieutenant Governor will issue a “Certificate of Annexation” to Park City. Park City will then send the resolution, the “NIBA,” the “FLEP,” and the Certificate of Annexation to the Summit County Recorder for recording.

The effective date of the annexation is the date on which the Lieutenant Governor issues the certificate of annexation. The state code prohibits PCMC from charging or collecting a fee for service to the newly annexed area until the above-referenced documents are recorded with the Summit County Recorder. However, state code also allows Park City to charge - for up to sixty days from the date the certificate of annexation is issued - the fee that Park City was charging MT immediately before the subdivision was annexed.

In addition to the resolution, city council is being asked to enter into an annexation agreement with MT (see **Attachment F**). The annexation agreement is not required by state code, but should help the process by memorializing obligations and expectations. The annexation agreement will terminate when all of the required documents are recorded in the office of the Summit County Recorder. MT is also conveying an easement to Park City for the water infrastructure that is to be dedicated to Park City as part of the annexation process (see **Attachment G**).

MT is currently in the process of replacing their existing water system including all water lines, valves, and meters. The design of the infrastructure was approved by, and is being inspected by the Public Utilities Department. MT is within the boundaries and

under the jurisdiction of the Park City Fire District (“PCFD”). On July 26, 2018 the PCFD approved the vehicle access, water supply, hydrant location, road widths and lengths and cul de sac size within the MT subdivision. Staff anticipates the above-described work to be completed prior to the recording of all documents with the county recorder. This will allow PCMC to continue to charge MT as a customer outside of the PCWSD until all of the required work is completed and the necessary infrastructure has been dedicated. MT understands that replacing their water system in no way obligates the city council to approve their petition and they have proceeded with the work knowing there is a risk that their petition could be denied.

It is worth noting that MT has submitted and withdrawn a petition to annex the subdivision into the *municipal* boundaries of PCMC. The annexation agreement (Attachment F to this report) expressly states that the annexation of MT into the boundaries of the PCWSD is not in any way a precedent for a future MT petition to annex into the PCMC municipal boundaries. In other words, while the dedication of water infrastructure and the payment of certain fees in conjunction with the annexation of MT into the PCWSD may satisfy requirements of a future petition to annex into the municipality, the annexation of MT into the PCWSD does not in any way obligate the city council to consider or treat differently a future petition to annex MT into the municipal boundaries.

1. Recommended Alternative

Pros

- a. MT’s water system would be replaced and capacity for fire protection would be created. This reduces the risk of a fire spreading from MT subdivision to neighboring vegetation and structures.
- b. Eliminates the need for MT to replace their existing well and transmission line, which are both located in the lower Park Meadows area. This replacement work would be extremely disruptive to Park City residents.
- c. Eliminates future requests for emergency water supply which is disruptive to staff servicing Park City customers.

Cons

- d. Could inspire other subdivisions to file a similar petition.

2. Other Alternative: Deny the resolution and annexation agreement

Pros

- a. None.

Cons

- b. Eliminates the pros listed in the recommended alternative.

Funding Source

MT is responsible for funding all costs associated with annexation into the Park City Water Service District.

Attachments

- Attachment A (click for link) - [May 31, 2018 staff report for emergency supply \(page 358\)](#)
- Attachment B - Petition for Annexation
- Attachment C- Annexation Resolution
- Attachment D - Notice of Impending Boundary Action
- Attachment E - Final Local Entity Plat
- Attachment F- Annexation Agreement
- Attachment G – Easement Agreement

TO: City Council
Park City Municipal Corporation
1053 Iron Horse Drive
P.O. Box 1480
Park City, Utah 84060-1480



**PETITION
FOR THE ANNEXATION OF PROPERTY INTO
PARK CITY WATER SERVICE DISTRICT
(Mountain Top Subdivision Property)**

THE UNDERSIGNED, PETITIONERS ("Petitioners"), being the owners of 100% of that certain parcel of real property located in Summit County, State of Utah, as hereinafter described (the "Property"), pursuant to the applicable provisions of Section 17B-1-403 and 17B-1-404, Utah Code Annotated, 1953, as amended (the "Statute"), do hereby petition the City Council of Park City Municipal Corporation, acting in its capacity as the governing authority of the Park City Water Service District, organized and existing under and pursuant to the Utah Special Service District Act, Utah Code Annotated, Title 17D, Chapter 1 (the "District"), to annex the Property into the boundaries of the District.

The owners of all of the Property proposed to be annexed and the legal description of the real property owned by each of them are set out and more particularly described as follows:

<u>Property Owners/Petitioners:</u>	<u>Description of Property to be Annexed</u>
GC RIDGELINE LLC	Lot 1, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-1
Donald Weiss and Dorit Weiss, Trustees of the Donald Weiss Family Trust, dated May 7, 2015	Lot 2, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-2
Thomas J. Vozenilek	Lot 3, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-3
Scott Jaffa, as Trustee of the Scott Jaffa Living Trust dated January 24, 2006	Lot 4, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-4
Gregory E. Gaudet	Lot 5, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office

	Tax Parcel No. MT-5
Charles A. Bethke, Trustee of the Charles A. Bethke Revocable Trust, dated May 21, 1998	Lot 6, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-6
Charles A. Bethke, Trustee of the Charles A. Bethke Revocable Trust	Lot 7, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-7
Erik Watts and Linda Watts, as Trustees of the Erik and Linda Watts Joint Trust, dated August 27, 2010	Lot 8, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-8
MGBLBB, L.L.C., an Illinois limited liability company	Lot 9, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-9
Robert M. Karz and Linda P. Karz, Trustees of the Karz Family Trust dated March 29, 2001	Lot 10, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-10-AM
Margarete B. Davies and Thomas J. Davies, wife and husband	Lot 11, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-11-AM
Stephen A. Mainwaring and Suzanne C. Mainwaring, husband and wife as joint tenants	Lot 12, Mountain Top Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office Tax Parcel No. MT-12

A copy of the Mountain Top Subdivision Plat depicting the site plan and location of the above-described Property is attached as EXHIBIT "A" hereto and incorporated by reference herein.

The undersigned Petitioners hereby represent and affirm that they are the owners of one hundred percent (100%) of the total land area of the Property, and one hundred percent (100%) of the assessed value of all real property within the area of the Property proposed to be annexed.

Annexation Sponsor:

The name and current address of the person designated as the Annexation Sponsor on behalf of the Petitioners is as follows:

Donald Weiss
370 Mountain Top Drive

Park City, Utah 84060
Phone: (201) 657-9173

Pursuant to the authority of Section 17D-1-402 of the Statute, Petitioners, being the owners of 100% of the Property proposed to be annexed, hereby waive the necessity of notice and a public hearing on the proposed annexation.

Affirmation of Intent and Agreement:

The undersigned Petitioners hereby represent and affirm that they are desirous of receiving municipal water service from the District and are willing and hereby agree to abide by all applicable laws and all lawfully adopted rules and regulations of the District as a condition to receiving such services.

DATED this 11th day of July, 2018.

**THE COUNTERPART SIGNATURES AND CURRENT ADDRESSES OF THE
LEGAL OWNERS/PETITIONERS FOLLOW ON THE SUCCEEDING PAGES**

LEGAL OWNER AND PETITIONER – LOT 1

GC RIDGELINE LLC

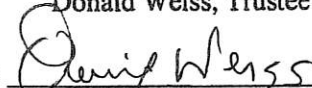
By: 
Manager

Address:
c/o George Pantezelos
259 South Street
Medfield, MA 02052

LEGAL OWNER AND PETITIONER – LOT 2

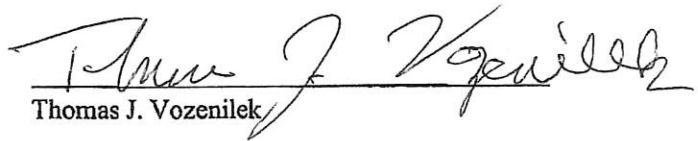
Donald Weiss and Dorit Weiss, Trustees of the Donald
Weiss Family Trust, dated May 7, 2015

By: 
Donald Weiss, Trustee

By: 
Dorit Weiss, Trustee

Address:
370 Mountain Top Drive
Park City, Utah 84060

LEGAL OWNER AND PETITIONER - LOT 3


Thomas J. Vozenilek

Address:

24 Highland Road

Richmand, VA 23229

LEGAL OWNER AND PETITIONER – LOT 4

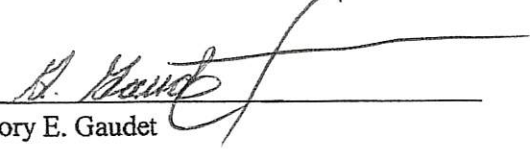
Scott Jaffa, as Trustee of the Scott Jaffa Living Trust
dated January 24, 2006

By: _____

Scott Jaffa, Trustee

Address:
c/o Scott Jaffa
P.O. Box 681868
Park City, Utah 84068

LEGAL OWNER AND PETITIONER – LOT 5



Gregory E. Gaudet

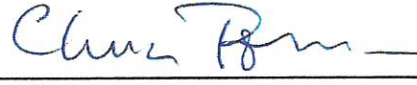
Address:

P.O. Box 680368

Park City, Utah 84068

LEGAL OWNER AND PETITIONER – LOT 6

Charles A. Bethke, Trustee of the Charles A. Bethke
Revocable Trust, dated May 21, 1998

By: 
Charles A. Bethke, Trustee

Address:
P.O. Box 680215
Park City, Utah 84068

LEGAL OWNER AND PETITIONER - LOT 7

Charles A. Bethke, Trustee of the Charles A. Bethke
Revocable Trust, dated May 21, 1998

By: 
Charles A. Bethke, Trustee

Address:
P.O. Box 680215
Park City, Utah 84068

LEGAL OWNER AND PETITIONER – LOT 8

Erik Watts and Linda Watts, as Trustees of the Erik and
Linda Watts Joint Trust, dated August 27, 2010

By: Erik Watts
Erik Watts, Trustee

By: Linda Watts
Linda Watts, Trustee

Address:
168 Mountain Top Drive
Park City, Utah 84060

LEGAL OWNER AND PETITIONER – LOT 9

MGBLBB, L.L.C.

By: _____

Manager

Address:

c/o Baron Baptiste

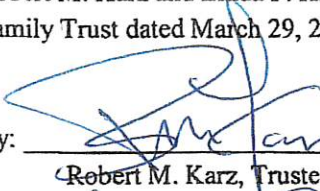
175 Mountain Top Drive

Park City, Utah 84060

LEGAL OWNER AND PETITIONER – LOT 10

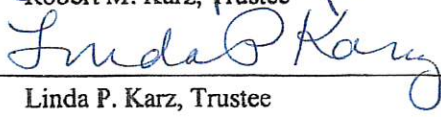
Robert M. Karz and Linda P. Karz, Trustees of the Karz
Family Trust dated March 29, 2001

By: _____


Robert M. Karz, Trustee

Trustee

By: _____


Linda P. Karz, Trustee

trustee

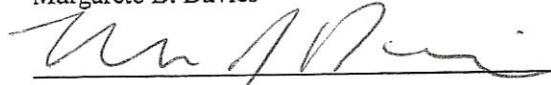
Address:

143 W. Mountain Top Dr.
Park City, Utah 84060

LEGAL OWNER AND PETITIONER - LOT 11



Margarete B. Davies



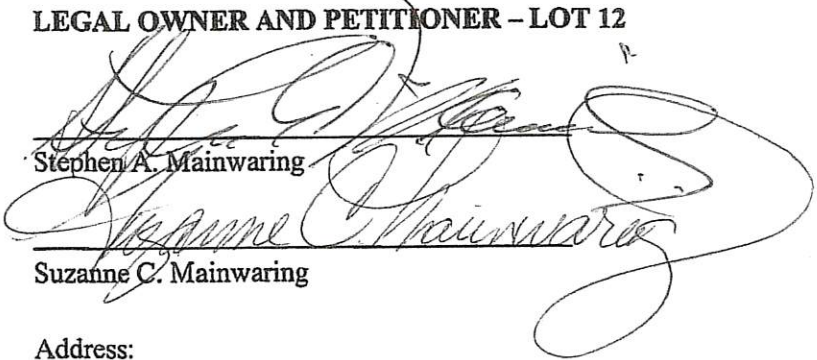
Thomas J. Davies

Address:

17 Greenfield Avenue

Bonxville, NY10708

LEGAL OWNER AND PETITIONER - LOT 12



Stephen A. Mainwaring

Suzanne C. Mainwaring

Address:

164 Mountain Top Drive
Park City, Utah 84060

ACKNOWLEDGMENT OF RECEIPT OF PETITION

The foregoing PETITION FOR THE ANNEXATION OF PROPERTY INTO THE PARK CITY WATER SERVICE DISTRICT was duly received in proper form and content by and on behalf of the City Council, acting in its capacity as the governing authority of the Park City Water Service District this 12 day of July, 2018.



Michelle Kellogg
SIGNATURE

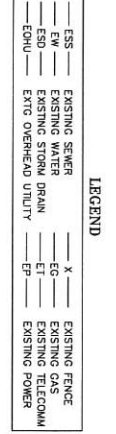
Michelle Kellogg
PRINT NAME

EXHIBIT “A”

Plat of Property to be Annexed

[illegible]





Alliance

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

123 Main Street P.O. Box 2004 Fremont, CA 94501-2004

(415) 651-0487

STAFF:
MICHAEL DEMKOWICZ

PARK CITY MUNICIPAL CORPORATION ANNE
MOUNTAIN TOP SUBDIVISION
INFRASTRUCTURE STUDY
EXISTING CONDITION MAP

SHEET
1
OF
2

EXISTING CONDITION

RESOLUTION NO. 25-2018

**A RESOLUTION ANNEXING CERTAIN REAL PROPERTY INTO THE BOUNDARIES OF
PARK CITY WATER SERVICE DISTRICT
(Mountain Top Subdivision)**

WHEREAS, in conformance with the applicable provisions of the Utah Special Service District Act, Title 17D, Chapter 1, et seq. Utah Code Ann., 1953, as amended (the “Act”), the City Council of Park City Municipal Corporation (“PCMC”), created the Park City Water Service District (the “District”), and acts in its capacity, as required by the Act, as governing authority of the District;

WHEREAS, pursuant to authority of §17D, Part 4 of the Act, PCMC has authority to annex real property into the legal boundaries of the District; and

WHEREAS, PCMC received a duly executed Petition for the Annexation of Property Into Park City Water Service District, effective August 6, 2018 (the “Petition”), pursuant to which the Petitioners therein petitioned PCMC to annex the real property described in the Petition, (the “Annexation Property”), into the boundaries of the District as a condition to receiving municipal water service from PCMC (the water service provider within the District), for the benefit of the Annexation Property; and

WHEREAS, the Petition contains the signatures of the owners of 100% of the private real property located within the Annexation Property proposed to be annexed, representing an assessed value equal to 100% of the assessed value of all private real property within the Annexation Property; and

WHEREAS, in conformance with the provisions of Section 17D-1-402 of the Act, the notice, hearing and protest requirements set forth in Section 17D-1-401 do not apply inasmuch as the Petition contains the signatures of all the owners of the taxable real property within the area proposed to be annexed; and

WHEREAS, PCMC and Mountaintop Subdivision Association of Property Owners, duly representing all of the Petitioners by virtue of their membership in said association, have entered into an *Annexation Agreement* (Mountaintop Subdivision Association of Property Owners), which sets forth the terms, conditions, procedures and time parameters pursuant to which the Annexation Property shall be annexed into the District so as to facilitate municipal water service by PCMC to the Annexation Property; and

WHEREAS, the City Council of Park City has found and determined that:

(1) all proceedings relating to the annexation of the Annexation Property into the District have been in conformance with the requirements of the Act;

(2) PCMC has system capacity sufficient to provide municipal water service to the Annexation Property and is willing to provide municipal water service to the Annexation Property;

(3) the Annexation Property will be benefitted by its inclusion into the District whereby it may receive municipal water service as provided by PCMC within the District; and

(4) subject to the satisfaction of the terms and conditions of the Annexation Agreement, the annexation of the Annexation Property into the boundaries of the District is in the best interest of the public.

NOW, THEREFORE, be it hereby resolved by the City Council of PCMC as follows:

SECTION 1. ANNEXATION. The annexation of the real property referred to herein as the Annexation Property, being hereinafter more particularly described in EXHIBIT “A” hereto, is approved and, subject to all proper filings with the office of the Lt. Governor as required by the Act, said property is hereby annexed into the boundaries of the Park City Water Service District. An Annexation Final Local Entity Plat for the above-described Property is attached as EXHIBIT “B” hereto and incorporated by reference herein.

SECTION 2. EFFECT OF ANNEXATION. The Annexation Property hereby annexed shall be governed by and become an integral part of the District. Pursuant to this annexation, the owners of the Annexation Property shall be entitled to receive all of the benefits of municipal water facilities and services provided by PCMC within the District, subject to all rights, powers and authority vested in the District, and/or in PCMC as the governing authority of and the water service provider within the District, as set forth in the Act, including, without limitation, the right, power and authority of the District, and/or PCMC as governing authority of and water service provider within the District: (i) to promulgate rules and regulations for the operation of the District which shall be applied to and be enforceable against the owners of the Annexation Property on an equal basis with all other owners of property within the District; (ii) to levy ad valorem property

taxes on the Annexation Property; (iii) to provide municipal water services; and (iv) to impose fees and charges, including water service fees and charges and applicable impact fees, as shall be necessary to pay for all or part of the commodities, facilities and services to be provided to the Annexation Property by PCMC as the water service provider within the District, and for payment of bonds and other obligations; all subject to compliance with applicable codes, rules, regulations and policies.

SECTION 3. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals hereinabove set forth and all Exhibits hereto are incorporated into this Resolution and made a part hereof as though fully set forth herein.

SECTION 4. DIRECTION. All officers and employees of PCMC are hereby directed to take such action as shall be required pursuant to the Act and otherwise, as necessary and appropriate, to effectuate the provisions of this Resolution and the intent expressed herein.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its approval and adoption by the City Council of Park City.

APPROVED AND ADOPTED this 11th day of October, 2018.

**CITY COUNCIL OF PARK CITY, UTAH, acting in its
capacity as the governing authority of Park City Water
Service District**

Andy Beerman, Mayor

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Thomas Daley
Deputy City Attorney

EXHIBIT "A"
(LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED)

EXHIBIT “B”
(ANNEXATION FINAL LOCAL ENTITY PLAT)

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah (the “Council”), acting in its capacity as the governing authority of the Park City Water Service District (the “District”), at a regular meeting of the Council, duly convened pursuant to notice, on _____, 2018, adopted a *Resolution Annexing Certain Property into the Boundaries of Park City Water Service District (Mountain Top Subdivision)*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Annexation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Summit County, Utah, is attached as EXHIBIT “B” hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the annexation of the property into the legal boundaries of the District, as more particularly described in the Annexation Resolution, have been met.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Annexation pursuant to and in conformance with the provisions of Utah Code Ann. §17D-1-403.

DATED this ____ day of _____, 2018.

**CITY COUNCIL, PARK CITY, UTAH,
acting in its capacity as the governing authority of the
Park City Water Service District,**

By: _____
Mayor

VERIFICATION

STATE OF UTAH)
 :ss.
County of Summit)

The undersigned, being duly sworn upon oath, says that the facts set forth in the foregoing *Notice of Impending Boundary Action* are true, accurate, and complete to the best of the undersigned's knowledge and belief.

Mayor, City Council, Park City, Utah

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018.

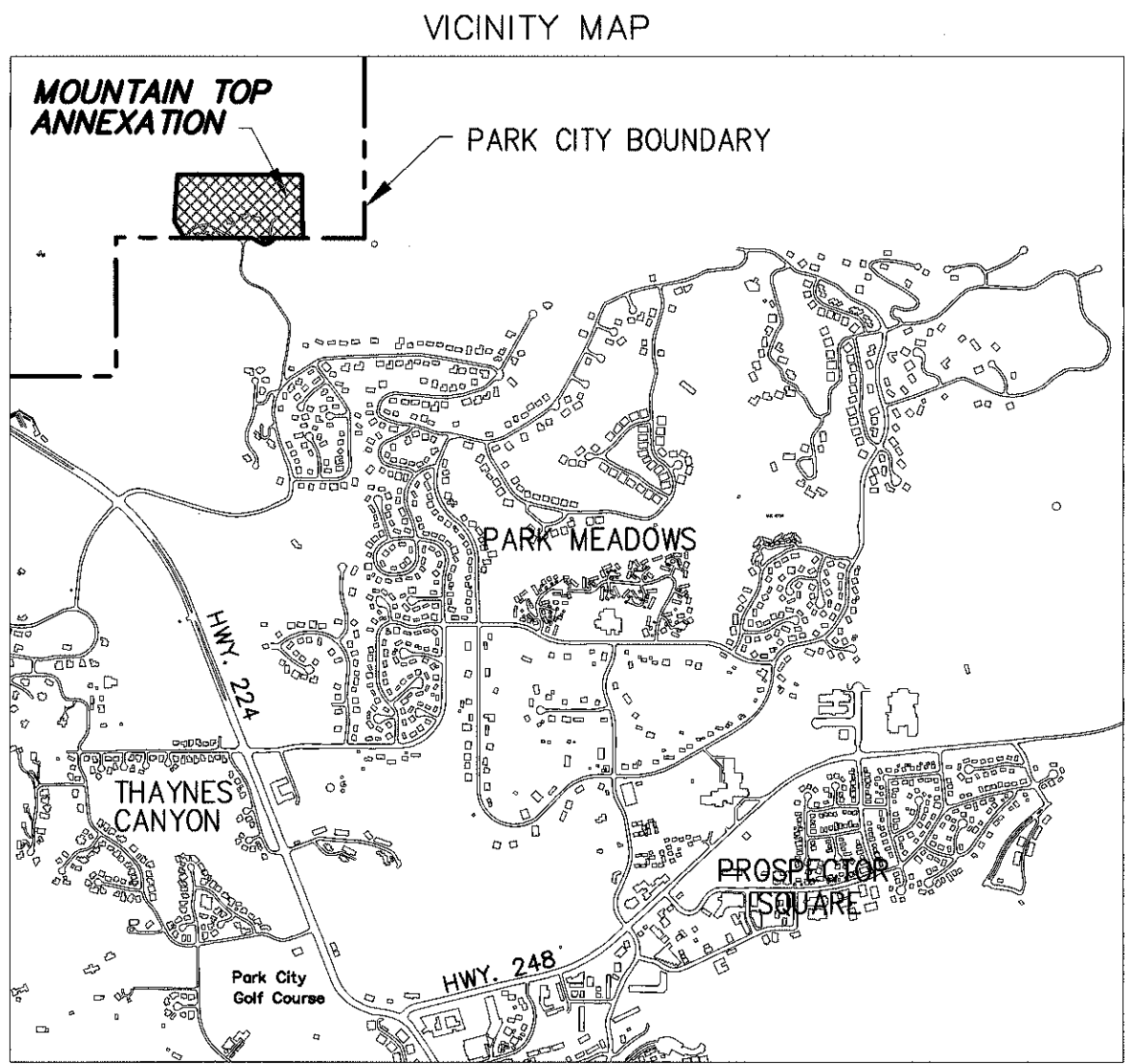
NOTARY PUBLIC

EXHIBIT “A”

Copy of the Annexation Resolution

EXHIBIT “B”

Final Local Entity Plat

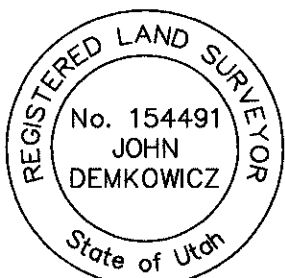


SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary as prescribed within the boundary of the RICHARDS/PMC ANNEXATION petition.

John Demkowicz
John Demkowicz LS 154491

Date Oct 4, 2018



BOUNDARY DESCRIPTION

MOUNTAIN TOP SUBDIVISION

A parcel of land located in the south east Quarter of Section 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at point North 89°43'42" West along a section line 662.185 feet from the southeast corner of Section 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point also being the southeast corner of the southwest quarter of the southeast quarter of the southeast quarter of said Section 32, and running thence North 89°43'42" West along said section line 295.055 feet; thence South 48°10' West 67.00 feet to a point of a 80.00 foot radius curve to the right, the radius point of which is North 41°50' West 80.00 feet; thence southwesterly along the arc of said curve 98.20 feet to a point of tangency; thence North 60°30' West 118.51 feet; thence North 89°43'42" West along said section line 721.715 feet; thence North 30°24'54" West 202.895 feet; thence North 34°05'57" East 498.95 feet to the northwest corner of the southeast quarter of the southwest quarter of said Section 32, thence North 89°44'35" East 1324.32 feet to the northeast corner of the southwest quarter of the southeast quarter of said section 32, thence South 0°44'15" East 673.01 feet to the point of beginning. Contains 20.845 acres.

Description contains all of Lot 1-12 Mountain Top Subdivision and Lots 10 & 11 Mountain Top Subdivision Second Amendment to Lots 10 & 11 plats on file at Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Mountaintop Property Owners Association, the undersigned owner of the herein described tract of land, to be known hereafter as THE MOUNTAIN TOP SUBDIVISION ANNEXATION, does hereby certify that it has caused this Plat Amendment to be prepared, and does hereby consent to the recordation of this Plat.

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

Don Weiss, President
Mountaintop Property Owners Association

State of _____
County of _____ SS: **ACKNOWLEDGMENT**

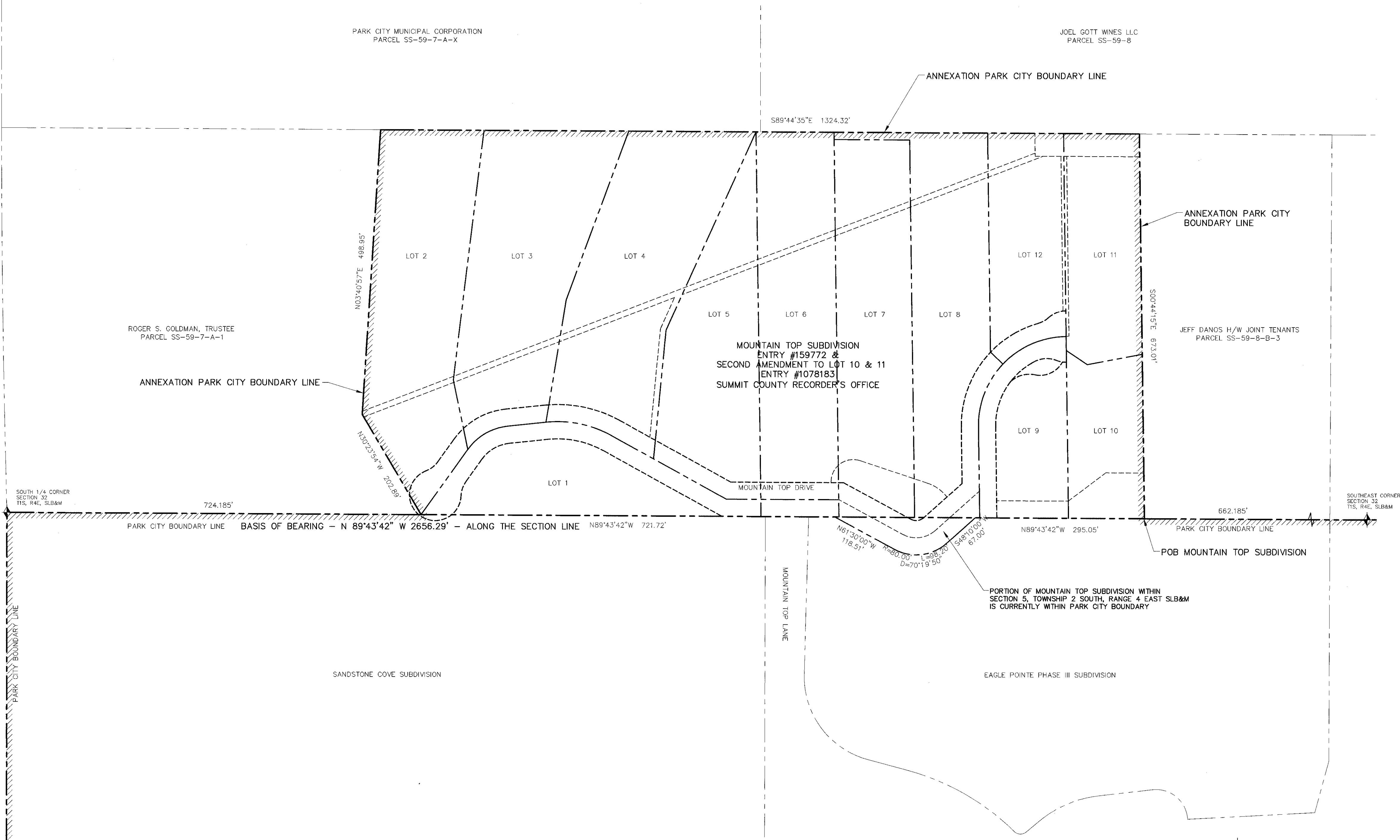
On this _____ day of _____, 2018, Don Weiss personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Don Weiss acknowledged to me that he is the president of the Mountaintop Property Owners Association, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Notary Public
A Notary Public commissioned in _____

Printed Name _____
Residing in: _____
My commission expires: _____

NOTES:

1. The boundary shown for Mountain Top Subdivision and the adjacent parcels and subdivisions are from the information on the recorded plat or recorded deed on file at the Summit County Recorder's Office. A field survey was not performed.

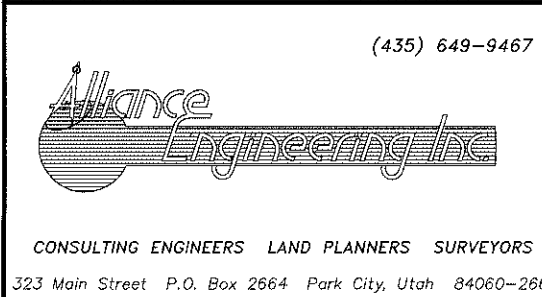


MOUNTAIN TOP SUBDIVISION PARK CITY WATER SERVICE DISTRICT ANNEXATION

FINAL LOCAL ENTITY PLAT
LOCATED IN THE SOUTH EAST QUARTER OF SECTION 32
TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

100' 0 100' 200'

SHEET 1 OF 1



COUNTY SURVEYOR FILING
STATE OF UTAH COUNTY SUMMIT

APPROVED IN COMPLIANCE WITH SECTION
17-23-20 OF THE UTAH CODE
THIS _____ DAY OF _____, 2018 A.D.

BY _____
ACTING SUMMIT COUNTY SURVEYOR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2018 A.D.

BY _____
PUBLIC UTILITIES DIRECTOR

CITY ATTORNEY

APPROVED AS TO FORM THIS _____
DAY OF _____, 2018 A.D.

BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2018 A.D.

BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____
2018 A.D.

BY _____
MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

_____ FEE _____ RECORDER

ANNEXATION AGREEMENT
(Mountaintop Subdivision Association of Property Owners)

THIS ANNEXATION AGREEMENT (“*Agreement*”), is made and entered into as of this _____ day of _____, 2018 (the “*Effective Date*”), by and between **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah (the “*City*”), acting as the governing body of the **PARK CITY WATER SERVICE DISTRICT**, a special service district organized under and operating in conformance with the Utah Special Service District Act, Title 17D, Chapter 1, Utah Code Ann., 1953, as amended (the “*District*”), and **MOUNTAINTOP SUBDIVISION ASSOCIATION OF PROPERTY OWNERS**, a Utah corporation (the “*Association*”). (The City, the District and the Association are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”)

RECITALS

A. The Association is an incorporated homeowners association serving and representing the owners of lots within the Mountaintop Subdivision, a twelve-lot subdivision located in Summit County, Utah (the “*Subdivision*”).

B. The Association owns and operates an existing culinary water system, including a culinary water well, pump, motor, pipelines, water storage tank, water meters, fire hydrants and related equipment and facilities (collectively, the “*Existing Association System*”), through which the Association has historically provided water service to the Lots within the Subdivision (hereafter, collectively, the “*Lots*,” and each a “*Lot*”). In addition to being old, outdated and in need of replacement, the Existing Association System lacks sufficient storage to meet the peak daily demand and fire suppression requirements of the Utah Division of Drinking Water and the local fire authority. The Association intends to construct a new culinary water system to replace the Existing Association System (the “*Replacement System*”), as more fully described herein, to be utilized in providing municipal water to the owners of Lots within the Subdivision, in conformance with the terms and requirements of this Agreement.

C. The City owns and operates a public water system (the “*City System*”), through which the City provides municipal water service to customers within District boundaries, including primarily all property located within the corporate limits of the City, and on a limited basis to others outside the municipal boundaries of the City.

D. In conformance with the requirements of Section 17D-4-401 et seq. of the Act (the “*Annexation Statute*”), the owners of 100% of the Lots within the Subdivision have duly filed an Annexation Petition with the City Council to initiate proceedings to facilitate the annexation of said property into the legal boundaries of the District (the “*Annexation*”). The property to be annexed into the District includes all of the Lots within the Subdivision (the “*Annexation Property*”).

E. It is the purpose and intent of the Parties that with the Annexation in place, and subsequent to completion of the Project, the Association shall, subject to the terms and provisions of this Agreement, transfer, convey, assign and dedicate the Replacement System to the City, so that the Replacement System becomes an integral part of the City System to be owned and operated by the City; whereupon, the City shall provide municipal water service to the owners of Lots within the Subdivision as customers of the District.

F. The Association is desirous of entering into this Agreement with the City, and the City is desirous of entering into this Agreement with Association, as a binding contract between the Parties, for the purpose of setting forth the terms, conditions, procedures and time parameters pursuant to which the Annexation Property shall be annexed into the District so as to facilitate municipal water service by the City to the Annexation Property.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached hereto are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

2. **Annexation of the Property.** The Parties hereby acknowledge that the Annexation of the Annexation Property will proceed in accordance with the requirements and procedures of the Annexation Statute, and that the Parties will act in good faith in completing the Annexation.

3. **Design, Construction and Dedication of the Replacement System; Impact Fees.** The Association shall construct and transfer the Replacement System to the City in conformance with and subject to the following terms and conditions:

3.1. Design of the Replacement System. Under contract with the Association, and at the Association's sole expense, the Association's consulting engineers, Alliance Engineering, has prepared plans, specifications, profiles and construction drawings for the Replacement System which will include the following components: water transmission pipelines; lateral service pipelines, meter vaults and water meters to serve each Lot; new fire hydrants; and two mainline connections to the City's Sandstone Cove water storage tank, and related facilities and equipment, as show/n on the plans and specifications entitled Mountain Top Subdivision Infrastructure Improvements, dated 8/16/18 (the "*Project Plans*"), attached as EXHIBIT "A" hereto. The Parties hereby acknowledge and agree that the Project Plans have been prepared in conformance with all City construction standards and specifications, and have been approved by the City's Public Utilities Department.

3.2. Construction of the Replacement System; Pump Station Replacement; Dedication.

(a) Construction of the Replacement System. The Parties acknowledge that the Association has entered into a contract with Marley Management Services, LLC d/b/a Marley Construction PC, for the construction of the Replacement System (the "*Replacement Project*"), and that

construction has commenced. Construction of the Replacement System shall be accomplished at the Association's sole cost and expense, and shall at all times be performed in conformance with Project Plans. Inspection and testing of the entire Replacement System, as well as all backfill and compaction during construction shall be coordinated with Marley Construction and Daley Excavation, acting on behalf of the City. The Association shall reimburse the City for the time and expense costs incurred by City for employees or consultants involved in the inspection and testing work performed on behalf of the City. Reimbursement shall be due and payable as billed by the City. Each reimbursement invoice shall include an itemization of the time spent and expenses incurred by City employees or consultants as well as other expense items for which the City seeks reimbursement. Alliance Engineering shall prepare and provide to the City electronic as-built drawings including survey data points upon completion of the Replacement Project.

(b) Quarry Mountain Pump Station Replacement. The Association shall be required to pay to the City its pro-rata share of the cost to replace the Quarry Mountain Pump Station, as described in the February 24, 2015, study performed by Bowen Collins and Associates (the "*Bowens and Collins Report*"). The City Utilities Department will prepare an estimated cost for the pump station replacement and the Association's pro-rata share, which is estimated as of the Effective Date to be approximately between \$23,000 and \$50,000. The Association shall be required to pay the amount due as billed by the City.

3.3. Dedication of the Dedicated System.

(a) Replacement System Components to be Dedicated. Upon final completion of the Replacement Project and final inspection and approval thereof by the City, all components of the Replacement System upstream and including each meter vault and water meter (the "*Dedicated System*"), shall be dedicated to the City, at no cost to the City. Subject to Municipal Code of Park City §13-1-17, the meter vault and water meter shall be owned, maintained, repaired and replaced by the City.

(b) Grant of Easements. As a condition to acceptance of the Dedicated System by the City, the Association shall be responsible to obtain from the owners of all Lots within the Annexation Property a grant or grants of easement to the City as shall be required by the City for access to, and the ownership, operation, maintenance, repair and replacement of, the Dedicated System, and for the use of and access to the Utility Towers access road.

(c) Dedication of Dedicated System. The Dedicated System shall be dedicated to the City (the “*Dedication*”), upon acceptance by the Public Utilities Director, which the Parties agree shall be required to occur prior to the recording in the Office of the Summit County Recorder the Notice of Impending Boundary Action, the Annexation Resolution adopted by the City Council, the Final Local Entity Plat, and the Certificate of Annexation issued by the Office of the Lt. Governor ; it being understood and agreed by the Parties that for purposes of this Agreement, the Annexation itself is not final until (i) the Replacement System has been completed, inspected and accepted by the City, (ii) the Notice of Impending Boundary Action, the Annexation Resolution adopted by the City Council, and the Final Local Entity Plat have been filed with and a Certificate of Annexation has been duly issued by the Office of the Lt. Governor, and (iii) said documents have been recorded in the Office of the Summit County Recorder. The Dedicated System infrastructure shall be transferred by the Association to the City in conformance with the following:

(1) Dedication Free of Encumbrances. All components of the Dedicated System, and all related equipment and facilities thereto, shall be dedicated to the City by bill of sale and assignment in form and substance as set forth in EXHIBIT “B” hereto, free and clear of all liens, encumbrances and claims whatsoever. Copies of all “as built drawings” and operation and maintenance manuals pertaining to the components of the Dedicated System to be transferred hereunder, which are in the possession of the Association, shall be provided by the Association to the City.

(2) Assimilation of the Dedicated System. Upon transfer, the Dedicated System shall be owned solely by the City and shall be assimilated and incorporated into and become a part of the City System. The City shall thereupon be obligated, at its sole cost and expense, to own, operate, maintain, repair and replace all components of the Dedicated System utilized by the City in providing water service to the Annexation Properties, as well as the City System.

(d) Consideration. Consideration for the dedication, transfer, and grant by Association to the City of the Dedicated System infrastructure, easements and rights-of-way and related facilities, shall be the perpetual obligation of the City, at its sole cost and expense, to own, operate, maintain, repair, refurbish, improve and replace the Dedicated System and to provide municipal water service through the District to the Lots within the Annexation Property. No other monetary consideration shall be charged therefore except as such charges occur in the ordinary course of the City's delivery of water to its customers within the District. The Parties hereby duly acknowledge and agree that the consideration stated herein is good, fair and valuable consideration for the transaction provided for herein.

3.4. Impact Fees. The Association shall be required to pay the City's existing Indoor Water Impact Fees and Water Outdoor Impact Fees (sometimes referred to collectively herein as the "*Initial Impact Fees*"), as shown on EXHIBIT "C" hereto, in conformance with the following:

(a) The full amount of the Initial Impact Fees due and owing hereunder shall be paid by the Association prior to or contemporaneously with the dedication of the Dedicated System to the City.

(b) The Indoor Impact Fee as set forth in Exhibit C hereto is calculated on the current square footage of the existing homes within the Annexation Area, with the understanding and agreement of the Parties that any future development activity will be subject to the then current Park City Municipal Code.

(c) It shall be the responsibility of the Association to collect from the homeowners within the Annexation Area such funds as shall be required to pay the Initial Impact Fees and any additional impact fees determined by the District to be due and owing as provided herein.

4. Commitment to Provide Water Service.

4.1. Commitment to Provide Water Service. Upon completion of the Dedication, the City shall be obligated to provide municipal water service to the customers of Lots within the Annexation Property on the same basis and in the same manner as the City provides water service to other customers within the District.

4.2. Water Service Application Requirement. Each Lot owner shall be required, as a condition to receiving water service from the District, to complete and submit a Park City Water Service Agreement prior to installation of their respective water meters, and the commencement of water service to such Lot.

4.3. Compliance with District Rules and Regulations. It is hereby acknowledged by the Parties that this Agreement shall not be construed as an attempt to bypass any applicable code, rule, standard or regulation , and the Parties agree that all relevant requirements set forth in applicable codes, rules, standards and/or regulations shall apply and be enforced with respect to water service to the Annexation Property subsequent to the annexation thereof into the District and the satisfaction of the conditions herein, and that the City shall likewise provide water service in accordance therewith and all other necessary and applicable federal, state and local laws, ordinances, rules, and regulations.

4.4. Equality in Priority and Manner of Service. The City shall be obligated to provide water service to the Annexation Property on a basis which is equal in priority and manner of service provided by the City to all other similarly situated customers within the District's service area, including without limitation, payment of the same rates, fees and charges for water service which are imposed by the City on the same basis as all similarly situated customers within the District's service area.

4.5. Water Pressure. It is acknowledged and agreed that neither the District nor City are responsible for the water pressure to be made available from the Sandstone Cove Water Storage Tank and pressure zone, and that according to the Bowens Collins Report, the water pressure for Lots 1-5 may not meet the City's preferred delivery pressure of 60 psi; and as such, in the event a booster pump is installed in any home, a City-approved backflow prevention device and any other required infrastructure shall be installed at the Lot owner's sole cost and expense.

5. **Representations of the Parties.** As an inducement to the Parties to enter into this Agreement, the Parties hereby represent as follows:

5.1. Representations of Association. The Association hereby represents as follows as of the Effective Date

(a) Authority of Association. The Association has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the Association of this Agreement, the performance by the Association of its obligations hereunder and the consummation by the Association of the transactions contemplated hereby have been duly authorized by all requisite corporate action. This Agreement has been, and upon its execution will have been, duly executed and delivered by Association; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the Association enforceable against the Association in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

(b) No Conflicts; Consents. The execution, delivery and performance by the Association of this Agreement, and the consummation of the transactions contemplated hereby, do not

and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the Association; (ii) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the Association; and (iii) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any of the components of the Dedicated System pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which the Association is a party or by which the Association may be bound.

5.1.3. No Liabilities. To the Association's knowledge, the Association has no liabilities of any nature arising out of the construction of the Dedicated System, whether accrued, contingent or otherwise.

5.1.4. Good and Marketable Title to be Conveyed. The Association shall own as of the date of dedication, and pursuant to the bill of sale and assignment dedicate, transfer and assign to the City all of the components of the Dedicated System, free and clear of any encumbrance, title imperfection or restriction of any kind whatsoever (whether accrued, absolute, contingent, or otherwise).

5.1.5. No Pending Actions. There are no actions pending or, to the Association's knowledge, threatened in connection with the Dedicated System, or the Association's ownership or operation thereof, nor is there any basis for any such action, that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement. There are no actions by the Association pending, or which Association has commenced preparations to initiate, against any other person in connection with the Dedicated System. There are no outstanding and unsatisfied, or to the Association's knowledge, threatened, orders, writs, judgments, injunctions, penalties or awards against, relating to or affecting the Dedicated System, the Association's construction and ownership or operation thereof, or the transactions contemplated by this Agreement.

5.2. The City's Representations. The City hereby represents as follows:

5.2.1. Authority of the District. The City has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the City of this Agreement, the performance by the City of its obligations hereunder and the consummation by the City of the transactions contemplated hereby have been duly authorized by requisite action of the City Council acting in its capacity as the governing board of the District. This Agreement has been, and upon its execution will have been, duly executed and delivered by the City; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except as may be affected by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

5.2.2. No Conflicts; Consents. The execution, delivery and performance by the City of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the City or District; (ii) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the City or District; and (iii) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the City and/or District is a party or by which the City and/or District may be bound or affected.

5.2.3. There are no actions pending or, to the City's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

5.3. Survival. All representations of Association and the City in this Agreement shall survive the dedication and transfer of the Dedicated System to the City and shall remain in full force and

effect, subsequent to the termination hereof as provided in Section 7, until the expiration of the statute of limitations following the date all performance thereunder was due to be performed.

5.4 Annexation into City Municipal Boundaries. The Association understands and agrees that this Agreement is independent of any request by the Association to annex the Annexation Property into the municipal boundaries of the City, and that this Agreement shall not be included with, become a part of, or be considered in connection with any petition to annex into the municipal boundaries of City.

6. Indemnification.

6.1. Indemnity by Association. The Association will indemnify, reimburse, defend and hold the City and/or District and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively “Losses”), resulting from, arising out of, relating to, or incurred by reason of: (i) any breach of any representation, warranty, covenant, or agreement of the Association contained in this Agreement or any agreement, instrument, or document executed and delivered by Association pursuant hereto; (ii) any action taken by any taxing authority in relation to the classification and taxation of the Dedicated System for tax purposes as a result of this Agreement; and (iii) the operation by the Association of the Association System as a water corporation providing water service to its customers within the Annexation Area prior to the Dedication.

6.2. Indemnity by the District. The City will indemnify, reimburse, defend, and hold harmless the Association, if officers and directors, members, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to any breach of any representation,

warranty, covenant, or agreement of the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto.

7. **Termination.** Subject to the provisions of Section 5.3 herein, this Agreement shall terminate upon the recording of the Notice of Impending Boundary Action, Final Local Entity Plat, Annexation Resolution and Certificate of Annexation in the office of the Summit County Recorder.

8. **Miscellaneous Provisions.**

8.1. **No Assignment.** Neither Party may assign its interest in this Agreement without the written consent of the other Party.

8.2. **Inducement.** The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

8.3. **No Recourse.** This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any member of the Association or any officer, director, employee, or representative of the Association.

8.4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

8.5. **Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

8.6. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement by and between the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

8.7. **Construction.** As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

8.8. **Amendment.** This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

8.9. **Force Majeure.** Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

8.10. **Expenses of Enforcement.** In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing Party" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or

performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

8.11. **Notice.** Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: **Mountaintop Subdivision Association of Property Owners**
400 Mountain Top Dr.
Park City, UT 84060
Telephone: 201-657-9173

To: Park City Municipal Corporation
Park City Water Service District
Public Utilities Department
1050 Ironhorse Dr.
Park City, UT 84060
Telephone:

Either Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

8.12. **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

IN WITNESS WHEREOF the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

**PARK CITY Municipal Corporation, acting as governing
authority of the Park City Water Service District**

By: _____
Mayor

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

APPROVED AS TO FORM:

Thomas A. Daley, Deputy City Attorney

**MOUNTAIN TOP SUBDIVISION ASSOCIATION
OF PROPERTY OWNERS**

By: _____
President

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20____, _____ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ (Title or Office) of Mountaintop Subdivision Association of Property Owners, a Utah corporation, and that said document was signed by him/her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that he/she executed the _____ (name of document being signed).

Notary Public

WHEN RECORDED RETURN TO:

Mountaintop Subdivision Association of Property Owners, Inc.
400 Mountain Top Rd.
Park City, Utah 84060

EASEMENT AGREEMENT

This Easement Agreement (this "**Agreement**") is entered into on the 28th day of September 2018, by and between the undersigned owners of 100% of the real property known as the Mountain Top Subdivision, Summit County, Utah, as Grantors, and Park City Municipal Corporation, as Grantee.

Recitals

- A. Grantors collectively own 100% of that parcel of real property known as the Mountain Top Subdivision (the "**Subdivision**"), according to the official plat thereof, as amended, on file and of record in the Summit County, Utah Recorder's Office.
- B. The City Council of Grantee, acting in its capacity as the governing authority of the Park City Water Service District (the "**District**"), approved Grantors' petition to annex the Property into the boundaries of the District.
- C. One condition of that approval is the Grantors' conveyance of an easement to Grantee for access to all components of the Subdivision's water system (the "**Existing Association System**") for inspection, maintenance, repair and replacement of those components.

Agreement

Grantors hereby grant and conveys to Grantee, its successors and/or assignees, with full right of substitution, a perpetual easement (the "**Easement**") for the inspection, operation, maintenance, repair and replacement of the Existing Association System dedicated to Grantee, including a culinary water well, pump, motor, pipelines, water storage tank, water meters, fire hydrants and related equipment and facilities, wherever located within the Subdivision (including both above or below ground), and a right-of-way over, under and across any portion of the Subdivision reasonably needed for such inspection, operation, maintenance, repair and replacement.

Grantee shall not disturb or damage any part of the Subdivision other than those parts reasonably necessary for the inspection, operation, maintenance, repair and replacement of the Existing Association System, and Grantee shall make reasonable efforts to restore any part of the Subdivision so disturbed or damaged.

All provisions of this Agreement, including the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the successors, assigns, tenants and representatives of the parties hereto, it being intended that the Easement is appurtenant to all lots and common areas in the Subdivision.

Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, then all other provisions of this Agreement shall be given effect separately from such provision. This Agreement shall be construed and interpreted as if it was the product of the joint efforts of all parties. This Agreement constitutes the entire agreement between the parties regarding the Easement granted herein. Any individual executing this Agreement on behalf of an entity or trust hereby unconditionally represents and warrants that they are duly authorized to act on behalf of and legally bind such entity or trust. This Agreement may be executed in counterparts.

GRANTORS:

Mountain Top Subdivision Lot 1

GC RIDGELINE LLC

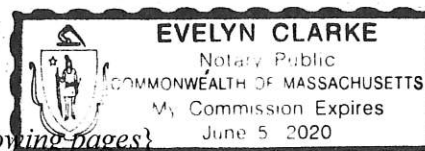

George Pantazelos, Manager

Acknowledgement

State of Massachusetts)
County of Norfolk)
SS.

On this 28th day of September 2018, personally appeared before me George Pantazelos, Manager of GC Ridgeline LLC, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that he voluntarily executed the foregoing document for the purposes stated therein under authority granted to him as Manager.

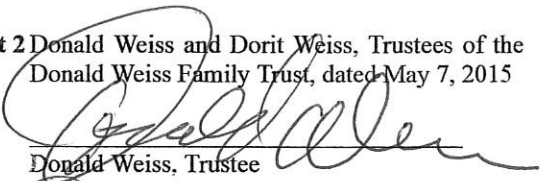

Notary Public

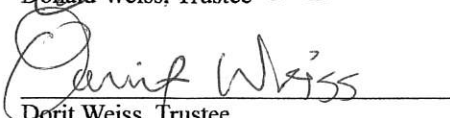


{signatures continue on following pages}

GRANTORS:

Mountain Top Subdivision Lot 2 Donald Weiss and Dorit Weiss, Trustees of the
Donald Weiss Family Trust, dated May 7, 2015


Donald Weiss, Trustee


Dorit Weiss, Trustee

Acknowledgement

State of Utah)

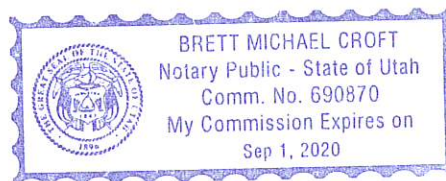
ss.

County of Summit)

On this 22 day of September 2018, personally appeared before me Donald Weiss and Dorit Weiss, Trustees of the Donald Weiss Family Trust, dated May 7, 2015, whose identities are personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that they voluntarily executed the foregoing document for the purposes stated therein under authority granted to them as trustees.



Notary Public



Mountain Top Subdivision Lot 3

Thomas J. Vozenilek
Thomas J. Vozenilek

Acknowledgement

State of Virginia)
County of Henrico) ss.

On this 24th day of September 2018, personally appeared before me Thomas J. Vozenilek, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that he voluntarily executed the foregoing document for the purposes stated therein.

Commission #112996
Expires July 31, 2020

Teresa M. Reynolds
Notary Public



Scott Jaffa, as Trustee of the Scott Jaffa
Living Trust dated January 24, 2006

Acknowledgement

On this 21th day of September 2018, personally appeared before me Scott Jaffa, as Trustee of the Scott Jaffa Living Trust dated January 24, 2006, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that he voluntarily executed the foregoing document for the purposes stated therein under authority granted to him as trustee.

Kelly A. Reier
Notary Public



Mountain Top Subdivision Lot 6

Jason Miller and Corey Miller, Trustees of the
Jason and Corey Miller Family Trust, dated
November 6, 2017

Jason Miller, Trustee

Corey Miller, Trustee

Acknowledgement

State of Utah)
)
) ss.
County of Summit)
)

On this 25 day of September 2018, personally appeared before me Jason Miller and Corey Miller, Trustees of the Jason and Corey Miller Family Trust, dated November 6, 2017, whose identities are personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that they voluntarily executed the foregoing document for the purposes stated therein under authority granted to them as trustees.



S. Redding
Notary Public

Mountain Top Subdivision Lot 7

Charles A. Bethke, Trustee of the Charles A.
Bethke Revocable Trust, dated May 21, 1998



Charles A. Bethke, Trustee

Acknowledgement

State of UT)
County of Summit)
SS.



On this 25 day of September 2018, personally appeared before me Charles A. Bethke, Trustee of the Charles A. Bethke Revocable Trust, dated May 21, 1998, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that he voluntarily executed the foregoing document for the purposes stated therein under authority granted to him as trustee.



Notary Public

Mountain Top Subdivision Lot 8

Erik Watts and Linda Watts, as Trustees of the
Erik and Linda Watts Joint Trust, dated August
27, 2010

Erik Watts, Trustee

Erik Watts, Trustee

Linda Watts, Trustee

Linda Watts, Trustee

Acknowledgement

State of UTAH)
SS.
County of SUMMIT)

On this 24th day of September 2018, personally appeared before me Erik Watts and Linda Watts, as Trustees of the Erik and Linda Watts Joint Trust, dated August 27, 2010, whose identities are personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that they voluntarily executed the foregoing document for the purposes stated therein under authority granted to them as trustees.



Marci G Gines

Notary Public

MGBLBB, L.L.C., an Illinois limited liability company

Acknowledgement

State of _____)
 _____)
 County of _____)
 _____)

On this ____ day of September 2018, personally appeared before me Baron Baptiste, Manager of MGBLBB, L.L.C., whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that he voluntarily executed the foregoing document for the purposes stated therein under authority granted to him as Manager.

Notary Public

PLEASE SEE ATTACHED DOCUMENT FOR CORRECT
CALIFORNIA ACKNOWLEDGEMENT VERBAGE, SIGNATURE,
& SEAL.)

Robert M. Karz and Linda P. Karz, Trustees of
the Karz Family Trust dated March 29, 2001

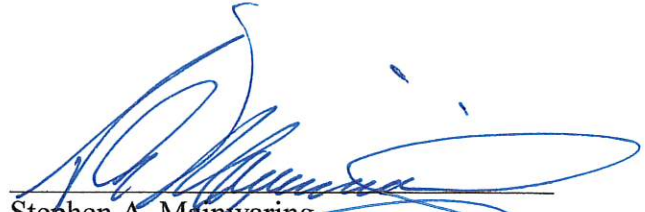
Robert M. Karz, Trustee

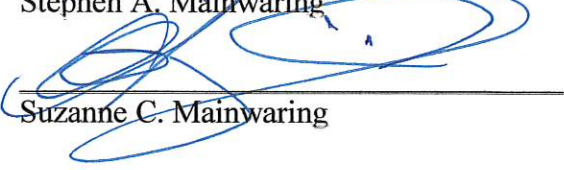
Linda P. Karz, Trustee

State of Utah)
County of Summit)
SS.

149

Mountain Top Subdivision Lot 12


Stephen A. Mainwaring

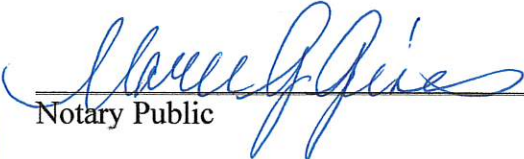

Suzanne C. Mainwaring

Acknowledgement

State of UTAH)
SS.
County of SUMMIT)

On this 21 day of September 2018, personally appeared before me Stephen A. Mainwaring and Suzanne C. Mainwaring, husband and wife as joint tenants, whose identities are personally known to me or have been proven on the basis of satisfactory evidence, and being first duly sworn, who duly acknowledged to me that they voluntarily executed the foregoing document for the purposes stated therein.




Notary Public

Council Agenda Item Report

Meeting Date: October 11, 2018

Submitted by: Anya Grahm

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Continue Support of the Winter Balcony Enclosures Pilot Program on Main Street and Approve an Encroachment Agreement to Allow an Enclosed Balcony Over a Public Pedestrian Right-Of-Way for the 2018-2019 Winter Season

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Commercial Winter Balcony Enclosures on Main Staff Report](#)

[Exhibit B: Riverhorse Balcony Agreement Winter 2018-2019](#)



City Council Staff Report

Subject: Winter Balcony Enclosures on Main
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: October 11, 2018
Type of Item: Regular Agenda

Summary Recommendation

Staff recommends City Council review staff's analysis of the proposed balcony enclosures over the Main Street right-of-way during the winter months (November 15th through April 30th). City Council should consider affirming their continued support of the Winter Balcony Enclosure program and continue extending the trial period for another five (5) years.

Executive Summary

In 2015, City Council launched a three (3)-year pilot program for a Winter Balcony Enclosure Program. The program seeks to permit those restaurants attached to balconies on non-historic buildings to enclose their balconies from November 15th through April 30th. Riverhorse has been the only restaurant to express interest in this program thus far. Staff is requesting that City Council affirm its continued support of the Winter Balcony Program on a trial basis for another five years, and approve the Balcony Enclosure Agreement for the Riverhorse.

Acronyms

City Council	CC	Land Management Code	LMC
Historic Preservation Board	HPB	Planning Commission	PC
International Building Code	IBC		

The Opportunity

In 2015, City Council directed staff to develop a three (3)-year pilot Winter Balcony Enclosure Program that would allow restaurants on upper levels of Main Street to temporarily enclose their balconies on non-historic buildings during the winter months. The program permits Main Street restaurateurs to maintain the high quality of customer service and support for increased seasonal occupant loads of Main Street restaurants by expanding their useable space on to their balconies. Additionally, City Council found that the balcony enclosure was an aesthetic improvement to temporary white tents being constructed on balconies during the winter.

Background

There was significant discussion on permitting balcony enclosures prior to Council's final determination to allow them in January 2016. Staff was directed to amend the LMC in order to permit balconies over the Main Street right-of-way to be enclosed

temporarily during the winter months. The following meetings addressed the development of the Winter Balcony Enclosure program:

<u>Date:</u>	<u>Item:</u>
January 7, 2016	CC meeting to amend the LMC. CC Report (starting page 83), Minutes (starting page 5), and audio
January 7, 2016	CC meeting discussing the pilot program. CC Report (starting page 104), Minutes (starting page 7), and audio
December 9, 2015	Planning Commission meeting to amend the LMC. PC Report (starting page 187) and Minutes (starting page 32).
January 7, 2015	HPB meeting to discuss balcony enclosures. HPB Report (starting page 195) and Minutes (starting page 40)
March 4, 2015	HPB meeting to discuss balcony enclosures. HPB Report (starting page 276) and Minutes (starting page 37)
June 25, 2015	CC Work Session on Winter Balcony Enclosures. CC Report (starting page 22) and Minutes (starting page 3).
November 13, 2014	CC Work Session on Winter Balcony Enclosures. CC Report (starting page 47) and Minutes (starting page 2).

Please note that many of the most recent reports include past reports as exhibits.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** City Council extends the pilot Winter Balcony Enclosure program for five (5) more years.

Pros

- a. It would allow Riverhorse to continue to enter into a lease agreement with City Council for the annual installation of a temporary balcony enclosure during the winter months (November through April).
- b. It would provide other restaurants more time to gain an interest in this program. Should they also decide to enclose their balconies, staff would have a chance to mitigate any impacts that occur with multiple balcony enclosures.
- c. With only one Winter Balcony Enclosure, staff has not noticed an uptick in parking demand; however, if several restaurants were to expand their capacity by also enclosing their balconies during the winter months, a greater demand for parking on Main Street may become apparent.

Cons

- a. It would continue to be a trial program, and City Council could choose to dissolve it at the end of the next five (5) year period.

Consequences of Selecting This Alternative

This recommendation would keep the Balcony Enclosure Program as a trial, not a permanent program.

- 2. Null Alternative:** City Council could choose to abolish the Winter Balcony Enclosure Program altogether.

Pros

- a. The historic character of Main Street would not be impeded seasonally by balcony enclosures that detract from the historic mass and scale of the Main Street Historic District during winter, when Park City attracts the largest amount of visitors to Main Street.
- b. No increased parking demands due to the extra restaurant space and capacities generated by the Winter Balcony Enclosures.
- c. Thus far, only the Riverhorse Restaurant has participated in the Winter Balcony Enclosure program. Abolishing the program minimizes staff resources.

Cons

- a. Main Street restaurants would lose the opportunity to profit from enclosing their balconies during the winter months, the busiest time of the year. This program has been described as a winter alternative to the summer dining deck program, though it has fewer participants.

3. **Other Alternative:** The City Council could move forward on adopting the Winter Balcony Enclosure program as a permanent program.

Pros

- a. The permanent program would provide stability and consistency within the program.
- b. The Riverhorse's investment in constructing a temporary balcony enclosure will not be squandered.

Cons

- a. There could be unforeseen consequences when more than one restaurant participates in the program. These have not yet been identified, but staff predicts the issues could include: construction/deconstruction of multiple enclosures causing road closures on Main Street; increased parking demands; potential hazards as snow typically maintained on balconies fall on parked cars on Main Street, etc..

4. **Other Alternative:** The applicant has suggested that City Council consider permitting Riverhorse to permanently enclose their balcony year-round.

Pros

- a. Riverhorse would benefit from a year-round enclosure that extends into the City's right-of-way.

Cons

- a. The Riverhorse's existing balcony enclosure would need to be reconstructed as a permanent structure, meeting building code requirements.
- b. A permanent enclosure of the balcony would not comply with the Design Guidelines, nor the Land Management Code (LMC). The LMC does not allow for private buildings to be constructed over property lines. The City Engineer does not support the construction of a permanent, private space over the City right-of-way way.
- c. The permanent enclosure would also create additional parking demands on Main Street, same as any other addition to a commercial structure.

- d. Should other restaurants also receive approval of permanent balcony enclosures over Main Street, it would significantly alter the look of Historic Main Street. This could cause the city to lose its listing on the National Register of Historic Places due to the increased number of incompatible façade additions.

Analysis

Last winter was the third year that Riverhorse had participated in the Winter Balcony Enclosure program. Since the inception of the trial program, staff has worked each year to improve the efficiency of the program by:

- Setting clear timeframes for installation, use, and deconstruction of the balcony enclosure.
- Working with the applicant to improve the energy efficiency of the enclosure. In 2016, Council encouraged the building owner to consider installing solar panels on the roof of the enclosure to offset the energy consumption; however, this was later discovered to be problematic.
- Outlining the necessary building permits to construct and demolish the balcony enclosure.

Staff has only received a request from Riverhorse for the Winter Balcony Enclosure program.

No complaints have ever been received for the balcony enclosure. Per Riverhorse owner Seth Adams in 2016, the enclosure has been well-received by Riverhorse patrons, increased the profitability of the restaurant, and served as a space for regular dining, special events, and a lounge area.

Department Review

This report has been reviewed by the Planning, Engineering, and Legal Departments.

Attachments

Exhibit A – Design Guidelines for Balcony Enclosures

Exhibit B – Proposed Balcony Agreement with Riverhorse

Exhibit A—Design Guidelines for Balcony Enclosures

1. There may be times when it is not appropriate to construct a Temporary Winter Balcony Enclosure on a non-historic building due to unique conditions, including but not limited to health and safety concerns, as found by the Planning Director or Chief Building Official.
2. The Temporary Winter Balcony Enclosures and the balcony should respect the architectural style of the building.
3. The Temporary Winter Balcony Enclosures should retain existing balcony railings in order to achieve a design consistent with open balconies and maintain the character of the original building.
4. The existing exterior wall of the building may not be removed seasonally in order to accommodate the balcony enclosure.
5. The Temporary Winter Balcony Enclosures must not block existing door and window openings on neighboring buildings.
6. Temporary Winter Balcony Enclosures should consist of clear glazing set in window frames that generally match the mass, scale, and materials of those used for the glazing frames of the building.
7. Screens are permitted and should only be used in times of extreme sun, but should not be obtrusive.
8. The balcony must be situated so as not to interfere with pedestrian movement on the sidewalk.
9. The Temporary Winter Balcony Enclosures must have direct access to the restaurant's dining area.
10. Temporary Winter Balcony Enclosures designs must address snow shedding.
11. Any changes to the exterior façade of the building, proposed changes to the existing balcony, or construction of a new balcony shall be reviewed by staff as part of the Historic District Design Review. New balconies extending over the City right-of-way will require approval of the City Council.
12. The construction of any temporary tents should be approved through an Administrative Conditional Use Permit for up to fourteen (14) days. Free-standing tents will not be considered the same as balcony enclosures.
13. No signage is allowed on any Temporary Winter Balcony Enclosures.
14. Any new Temporary Winter Balcony Enclosures will require a building permit.
15. Temporary Winter Balcony Enclosures will only be permitted for business use between November 15th through April 30th.

AGREEMENT TO ALLOW AN ENCLOSED BALCONY OVER A PUBLIC PEDESTRIAN RIGHT-OF-WAY

This AGREEMENT is made and executed this ____ day of _____, 2018, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the State of Utah, ("Park City") and the Riverhorse on Main, located at 530 Main Street, also known as 540 and 544 Main Street, Park City, Utah ("Tenant").

RECITALS

WHEREAS, pursuant to Land Management Code section 15-2.6-3(D) no balcony may be erected, enlarged or altered over a public pedestrian right of way without the advanced approval of City Council; and

WHEREAS, the owner of the Riverhorse on Main, located at 540-544 Main Street, Park City, Utah, wishes to enclose the balcony for wintertime use which will alter the balcony; and

WHEREAS, the City Council wishes to continue a pilot program to allow enclosures of balconies facing Main Street in non-historic buildings for restaurants; and

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the winter season; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine above historic Main Street during the winter months; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District.

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

TERMS & CONDITIONS OF AGREEMENT

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. **PROPERTY.** The property affected by this Agreement is generally described as the balcony appurtenant to 540-544 Main Street, Park City, Utah, which is over a public pedestrian right of way (hereinafter referred to as the "Premises").

2. TERM.

- a. The term of this Agreement shall commence on November 15, 2018, and shall terminate on April 30, 2019, unless terminated earlier as provided herein. This Agreement may be terminated by Park City upon a finding of non-compliance of this Agreement.
- b. The balcony enclosure must be constructed and deconstructed on or between Wednesday, November 14, 2017 and Friday, May 3, 2019.

B. USE OF PREMISES.

- a. Tenant may enclose the Premises only for dining services.
- b. Park City makes no representations regarding the Premises and Tenant accepts the Premises "as is."
- c. The enclosure must meet all requirements of a Historic District Design Review.
- d. The Enclosure design and material should respect the architectural style of the building and shall retain existing balcony railings in order to achieve a design consistent with open balconies and maintain the character of the original building.
- e. The existing exterior wall of the building may not be removed seasonally in order to accommodate the enclosure.
- f. The enclosure shall not block existing door and window openings on neighboring buildings.
- g. The enclosed area must have direct access to the dining area of the restaurant in the building.
- h. Enclosures should consist of clear glazing set in window frames that generally match the mass, scale, and materials of those used for the glazing frames of the building.
- i. Sunscreens are permitted and should only be used in times of extreme sun, but should not be obtrusive.
- j. The enclosure design must address snow shedding which must be approved by the Building Department.
- k. The maximum height for the enclosure shall not exceed one (1) story in height, and shall be subordinate in mass, scale, and height to the existing structure. The height of the enclosure shall not exceed the height of the building's second story or cornice, whichever is shorter in height.
- l. No additional exterior electric lighting is permitted on the outside of the enclosure.
- m. The use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
- n. The use of outdoor speakers and music is prohibited.

C. ENCLOSURE OF THE PREMISES.

- a. The enclosure shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement.

- b. Tenant is responsible for obtaining building permits to erect the enclosure and remove it.
- c. Tenant is also responsible for adhering to all other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control.
- d. The tenant is responsible for obtaining the necessary building permits to construct and demolish the balcony enclosure. The tenant shall work with the Building Department to schedule necessary inspections. A demolition permit will be required for the removal of the balcony enclosure no later than May 7th.

D. SIGNS. No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.

E. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

F. HOLD HARMLESS. Tenant covenants and agrees to defend, indemnify, and hold Park City harmless from all claims, loss damage, injury, or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency, including, but not limited to a flood, storm drain, or utility issue, the structure may be removed or damaged by response teams at the cost of the Tenant.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs incurred in connection with that action or proceeding), statutory or otherwise, arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

G. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

H. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this Agreement at the highest professional standards, and to the satisfaction of Park City.

I. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Utah.

J. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

By:

Its:

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2018 _____, personally appeared before me _____, who being duly sworn, did say that he is the _____ of _____, and acknowledged to me that the preceding Agreement was signed on behalf of _____, and he acknowledged that he executed same on behalf of the company for its stated purpose.

Notary Public

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office