



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
October 9, 2014**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, October 9, 2014.

Closed Session

2:00 pm To discuss Property, Personnel and Litigation

Study Session

3:00 pm Special Events Update

PG 3

Work Session

3:45 pm Council Questions and Comments and Manager's Report

PG 16

4:00 pm Historic Mine Sites discussion

PG 20

4:30 pm Historic Grant Program discussion

PG 31

5:00 pm Transportation Master Plan Discussion

PG 56

5:55pm Break

Regular Meeting

6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III. PUBLIC INPUT (*Any matter of City business not scheduled on the agenda*)

IV. CONSENT AGENDA (*Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon*)

1. Consideration of the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with URS Corporation for Metals Impacted Soils Management and Testing Services for an increase to the contract in an amount not to exceed \$27,500.

PG 76

V. NEW BUSINESS

1. Consideration of the changes to the Historic District Grant program and provide direction regarding the application process and policy for the administration of the program. Council should also review and provide direction on the Historic District Grant Program Eligibility criteria. PG 81
2. Consideration of a resolution authorizing the sale and issuance and sale of up to \$3,540,000 of general obligation refunding bonds of the City; and providing for related matters. PG 85
3. Consideration of a plat amendment for Barbara's Subdivision located at 1103 & 1105 Lowell Avenue, Park City, Utah pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. PG 124
4. Consideration authorizing the City Manager to enter into a contract with Carashoft Technology Corp (IQM2) for Meeting Management Software in an amount not to exceed \$1,030.00 per month, or \$12,360.00 annually, in a form approved by the City Attorney. PG 151
5. Consideration of a Real Estate Purchase Contract for the Clark Ranch property located near Highway 40 corridor, south of Quinn's Junction, Park City, Utah in a form approved by the City Attorney. PG 181
6. Consideration of A Resolution Adopting an Interlocal Agreement between Park City Municipal and Summit County and authorizing the City Manager to execute the Agreement in a form approved by the City Attorney: PG 237
 - (a) Public hearing
 - (b) Action

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 p.m. to 9 p.m. Posted: 10/06/2014 See: www.parkcity.org

City Council Staff Report

Subject: Special Events Update
Author: Jenny Diersen & Jason Glidden
Department: Sustainability – Special Events
Date: October 9, 2014
Type of Item: Informational



Sustainability

Topic/Description:

This Report is an informational update on Special Events in Park City.

Background:

Council requested that Staff give periodic updates involving the state of Special Events activity occurring in Park City. This report focuses on Staff's ongoing efforts to mitigate the impacts caused by the expanding special events calendar, a review of the 2014 summer event season, as well as a preview of the event schedule for the upcoming winter season.

Council Past Direction

Past Council direction has been to:

- Facilitate the growth of new events in Park City, while at the same time maintaining a balance that also offers events for local residents with community based offerings;
- Review all municipal codes and processes related to special event permitting to ensure that our administrative efforts are efficient, effective, and minimizes some of the negative impacts that events can cause;
- Evaluate each special event on a case by case basis with a focus on cost recovery; and
- While there are defined policies and procedures regarding the process for approving special events, Council retains the ultimate rights to evaluate events and make decisions regarding their approval based on Staff recommendations.

Completed Projects

Through interdepartmental collaboration, the Special Events Department (Department) has completed various projects surrounding many of the concerns raised by Council and the community when it comes to special events. The following chart outlines completed projects:

Completed Projects	NAME		YEAR	EFFECT
Regulatory	Gifting Language	Changed code to include language that "Gifting" is included in the definition of conducting business.	2010	These code changes have allowed staff to better track "tag-on" activity during Sundance.

	Occupancy Load Calculations	Requires event organizers to present a site plan stamped by a Utah Professional to increase occupancy load in a space.	2012	Brought City in line with State Building code and increased safety at event venues.
	Increased Code Enforcement Plan	Worked with the Building Department to create an increased presence during the Film Festival.	2012 & 13	The increase in enforcement has decreased public safety issues as well as non-compliant events occurring without proper permitting.
	Approval Process	Evaluated the event approval process to look for inefficiencies.	2010	Staff went through a process engineering exercise to find areas to gain efficiencies. These lead to changes in the application process and how debrief information is collected, making the process easier on event organizers.
	Application	Evaluated and re-created the Special Event Application to make it easier for applicants to fill out and contain all the information City staff needs to estimate resources to successfully execute event.	2010	The changes resulted in a more concise application which is easy for applicants to understand and fill out.
	Fee Schedule Changes	Included Special Events, and Facilities and resources related to extra services.	2012	The fee schedule was updated to better reflect cost incurred by the city as well as add additional services that the City provides.
	Trails Event Policy	Created policy that defined event use and fees.	2012	Provided framework on how events that take place on trails are regulated.
	Type II Convention Sales License	Changed code to include the addition of a new type of CSL that operates during the Sundance. Also added the ability for applicant to submit an "umbrella"	2013	Helped to reduce the amount of paperwork needed to obtain multiple CSL in one location, increased fees for CSL during

		application for multiple businesses in one physical location.		Sundance.
	Local Consent	Changed code to require City Council approval for any local consent license occurring during the dates of the Sundance Film Festival.	2013	
Informational	Event Planning Guide	Updated current planning guide with updated information regarding event application process, fees, policies and procedures.	2010	This guide has educated event organizers on City policies and procedures and increased efficiency within the event approval process.
	Venue Guidelines	Created one page venue sheets that identify approved event uses of City property. Information will include: utilities available, parking available, emergency plans, permitted uses, event days allowed, rental fees, and booking policies and procedures.	2013	Helped set parameters for City owned venues and increase public safety. Venue Guidelines also help event organizers and event staff to select best location for events.
Reporting	Event Rating Sheet	Provided an event rating system to allow for events to receive a score and be ranked in priority order according to Council and community goals. Policies and procedures are created with the rating sheet.	2011	Allows Staff a means of “scoring” an event to create event prioritization system in situations where two conflicting events are competing for the same date.
	External Debrief Survey	Combined external operations along with economic impact debrief survey.	2012	Increased the amount of information collected from events and helped the event team calculate ROI.

	Weekly Council/City Manager Event Report	Created a brief weekly event summary provides Council with an overview of the events that took place the previous week and what events are in the near future; spotlighting potential issues.	2012	Provides a tool for Staff to summarize events and communicate issues.
	Event Debrief Summary Report	Created an event debrief process that allows for both internal and external feedback to be gathered and summarized to evaluate performance of events both operationally and economically.	2012	Combines all internal and external event debrief information into one report.

Analysis:

Overall Event Activity

The Summer of 2014 (May 1, 2014 through October 31, 2014) saw higher attendance in spectators, attendees and participants than ever before. From small events, such as the Children's Fair, Bike Swap and Run Series, to larger events, such as the Tour of Utah and Arts Festival, attendance is estimated at 401,191 people.

The Department continues to refine its processes, including information sharing, pre-application meetings, interdepartmental coordination, and outside governmental and agency cooperation. An important component of the Special Event Permitting Process is the inter-departmental, community partner and event organizer debrief meetings. The debrief meetings allow the Department to understand event related impacts and allow continuous improvements, particularly for annual events.

Year	Number of Summer Events (May 1, 2014 – October 31, 2014)	Number of event days (out of possible 184 days)	Summer 2014 - Breakdown By Event Type	
2012	72	140	TYPE	PERCENTAGE
2013	92	144	Trails	25%
2014	82	168	Main Street	43%
			Non-Profit	70%
# of Event Spectators, Participants & Attendees in 2014 Summer Events (May 1 - October 31, 2014)		401,191 people (estimated)	Local Non-Profit	58%

As the Department winds down from a very busy and successful summer season, Staff has decided to focus on six events to give Council a more in-depth recap of events completed as well as those still yet to come:

1. 4th of July

In May 2013, the Department reported to Council some operation changes that would be implemented to increase general safety at the event. The two major changes were; 1) increased parade volunteers to focus on crowd control and parade pacing, and 2) additional operational planning, integration, and improved management coordination at the City Park location. As you know, the 4th of July ranks in the top 2 of our one day events with the most day visitors.

YEAR	4th of JULY ATTENDANCE PROJECTIONS
2013 (On Thursday)	18,000 -20,000 (ACTUAL)
2014 (On Friday)	25,000
2015 (On Saturday)	22,000 – 26,000
2016 (On Monday)	20,000 – 25,000

The cost for this year's event is similar to previous years.

4th of July Costs	Total known to: Ambassador's	Total known to: PC Rugby	Cost to PCMC	Cost to Chamber
Application Fee	\$ 80	\$ 80		
Liquor License	\$ 100	\$ 100		
Insurance	\$ 2,903	Unknown		
Trash /Recycling / Misc.	\$ 667	\$ 667	\$ 1,460	
Portia-Potties, Additional Bathroom Cleanings	\$ 883	\$ 883	\$ 2,855	
Street Banners			\$ 542	
Building Dept.			\$ 1,164	
Police			\$ 34,237	
Fireworks & fencing @PCMR			\$ 6,300	\$ 10,000
Security, Crowd Control, etc.	\$ 3500		\$ 1,125	
Totals	\$7,233	\$ 1,730	\$ 47,683	\$ 10,000

The changes we implemented this year were deemed successful. Staff plans to continue its work on improving the event next year by:

1. Continuing to limit the number of floats to 70 entrants and the hiring of parade pacers and crowd control personnel:
 - a. Enforcing floats to supply their own volunteers in order to gain entry was considered very successful. Entrants without volunteers will not be allowed to participate in 2015.
 - Many volunteers helped with crowd control and pacing during the parade.
 - Event organizers ordered brightly colored shirts so volunteers could be easily identified. Even with the additional volunteers and security, there were still issues with pedestrian safety along the parade route.

2. The addition of more post parade children's activities from noon – 1:30pm was deemed successful:
 - a. Rugby participated by hosting a "Learn to Rugby" program.
 - b. Parade Ambassadors organized 3-legged and wheel barrow races in lower City Park.
 - A welcomed addition, Staff found this was a good time frame for these types of activities.
 - Free family activities were well attended.
3. Other events that take place this weekend included: Park Silly Sunday Market, Deer Valley Concerts, and Firecracker Baseball Tournament.
 - a. All together, these events helped increase overnight lodging and increased tourism, but also add to some of the negative impacts, such as congestion.
 - b. Increased mitigation and planning for traffic and parking will continue to be a focus for the July 4th weekend next year.

Staff continues to take a larger role in planning and production of this event due to the growing size. In 2015, the 4th of July will be on a Saturday, and Staff anticipates increased attendance. Staff is proposing that a professional event organizer help coordinate next year's event, as well as increases to public safety and additional "family friendly" activities.

2. Triple Crown Softball/Baseball Tournament – July 14–26

- a. 120 - 140 teams total for 2 weeks
 - i. Week One – 14U Girls Fast pitch Softball
 - ii. Week Two – 10's & 12's Baseball
- b. Use of all City and School District fields
- c. Both welcome parades took place on lower Main Street. Event organizers were happy with the parade turn out.
- d. Organizers are looking for ways to keep the Triple Crown Tournament fresh and exciting.
- e. Weather didn't keep the event from happening. Special Events, Parks and Recreation Department's kept the games going and attendance up with little impact to our fields.
- f. Additional coordination is needed with venue marshals at each location to ensure that operational plans are executed properly to reduce impacts on parking, traffic, and surrounding residents.
- g. Participant attendance was reportedly 6,000, which doesn't include family and spectators.
- h. Other events, such as Deer Valley Concerts, Park Silly Sunday Market and Sundance Summer Film Series add unique experiences for the Triple Crown's attendees. In addition, Triple Crown's attendees add to Park City's traffic and transit as this event coincides with the others.
- i. The economic impact is estimated at \$3.5 million dollars.

3. 45th Park City Kimball Arts Festival – August 1–3

- a. Increased planning for parking and traffic management was undertaken by the Department by working with parking partners/resorts to ease congestion.
- b. Difficulty finding adequate parking for all activities surrounding the Festival and other attractions that have grown with it.
 - i. The Art Festival cannot happen without shared parking use of multiple private partners, including PCMR, Deer Valley and the Park City School District. Other activities taking and increasing parking and transit use are Deer Valley Concerts, Extreme Soccer, Park City Recreation Volleyball Tournament, Sundance Summer Institute Film Screening, and the Steeple Chase.
- c. Attendance estimated at 58,000 over the 3 days.
- d. In 2015, the Kimball Art Center (KAC) has agreed to move the Festival one weekend ahead of its normal “full weekend” schedule (July 31, August 1, 2). KAC agreed to accommodate Staff’s request due to a conflict with the Tour of Utah in 2015.
- e. Staff will work with KAC and the Festival organizers to upgrade the transportation and parking plan to reduce impacts, specifically in the Old Town area.
 - i. This may include re-negotiation of the City Service contract between the two organizations to increase City services to better serve the needs of the participants of the event.
- f. The economic impact is estimated at \$11.9 million dollars.

4. Tour of Utah (TOU) – August 10

- a. This is the third year for the Main Street activation, and the TOU is growing in notoriety and the caliber of world class racers it attracts.
- b. Park Silly Sunday Market did not return to upper Main Street this year. Staff worked with HPCA and the event organizer to ensure that the entire street would be activated.
 - i. TOU agreed to park 6 Team busses and team cars to create a “Pit Row” on Main Street to have activation from top to bottom.
- c. City expenditures for TOU in 2014 totaled \$61,000.
- d. Participant attendance approx. 5,000.
- e. Economic impact is currently being calculated by the Park City Chamber.
- f. TOU has announced that it will be returning to Park City in 2015. The date is anticipated to be August 9th.
- g. TOU’s final 3 Stages were held in Summit County over the August 10th weekend.
 - i. With increased staging throughout Summit County, Staff is expecting to see increased tourism and economic impact numbers. Staff is working with various departments on debriefing to mitigate impacts and understand economic benefits of this event.

5. Autumn Aloft Hot Air Balloon Festival - September 19–21

- a. Attendance was 2,500 over 2 days. The event had about 2,000 people on Saturday alone. The event did not run on Sunday due to rain and weather.

- b. Coordination with the Park City School District and Parks Department was essential in making this event possible.
- c. Event organizer worked with Police, Fire and Emergency Departments to ensure that the return of this historic event was safe and impacts to area residents were mitigated before they arose.
- d. The event was parked to full capacity by 8:15 a.m., did not have parking at the schools, and started directing traffic to the China Bridge Parking Structure.
- e. Overall neighborhood parking mitigation was well received – cars parked where the barricades stopped and next year we will place additional barricades.
- f. Balloon landing in non-approved landing zones did occur.
 - i. The Park City Police Department had 4 complaints. In addition, a balloon was reported to have landed in the Swaner Nature Preserve.
 - ii. The Department is coming up with a more detailed landing zone plan for future years.
- g. The Main Street Glow happened on Saturday night. With a storm pushing in, the wind was strong and the balloon could only glow for about 15 minutes on the North side of Marsac. The South side of Marsac could not be used, as the wind was too strong.
- h. The Special Events team is currently meeting with all involved departments to debrief, as well as the event organizer so we can plan for the future and work through some of the challenges this event may bring as it gets larger.

6. North Face Endurance Challenge – Utah – October 4–5

- a. This was a first time event.
- b. The application contained trails controlled by multiple property owners, both public and private. The application requested use of trails that are travel restricted and needed to take into account public use.
- c. Participant attendance estimated at 2,000
- d. The economic impact is yet to be determined.
- e. The event organizer worked to ensure participant safety with County and Resort EMS, Police and Fire Services.

Winter Event Preview

Halloween on Main – Friday, October 31, 2014

- a) Since Halloween falls on a Friday, Staff is anticipating increased attendance to the event on Main Street.
 - a. The anticipated attendance is estimated to be around 6,000. Last year's event drew approximately 5,000.
- b) HPCA is organizing Halloween on Main Festivities. Main Street closures will extend from the top of Main Street to 9th Street. Park City Police Department has agreed to place 2 officers at the Swede and Main intersection by Grappa and the Design Shop to allow traffic flow and give increased safety for pedestrians.

- c) Closure of Main Street will begin at 2pm. The intersection of Main and Heber Avenue will be closed. Busses will be routed onto 9th Street. Main Street will reopen at 7:00pm.
- d) From Heber Avenue to 9th Street will be closed to involve the lower part of Main Street.
- e) It is estimated that 10 officers and 10 HPCA staff/volunteers will help to ensure that pedestrians are safe during the festivities.
- f) Parking will be located at China Bridge. The event organizer is working with other community partners to secure additional parking locations.
- g) An additional cross walk will be placed on Swede Alley behind the Post Office to help with pedestrian crossing.
- h) The event will be held from 3:00 -6:00pm.

Christmas & New Years on Main – Thursdays, December 25 & January 1

- a) Christmas and New Year's Day fall on a Thursday. Staff anticipates increased attendance on Main Street during the Christmas Holiday since it falls on a weekend.
- b) Staff is working with HPCA on promotional events during this seasonal time.

Freestyle World Cup – Deer Valley – January 7th – 10th

- a) This is the 16th year of the international competition at Deer Valley. The FIS Freestyle World Cup brings more than 7,000 people to the 3-day competition
- b) The event will kick off with a concert on Lower Main Street on Wednesday, January 7th, which draws between 3,000 – 5,000 people.

Sundance Film Festival 2015 – January 22 – February 1

- a) In September 2013, PCMC entered into a contract extension until 2026.
- b) The extension resolved the Martin Luther King Jr. Holiday (“MLK”) weekend conflict for the years 2015, 2019, 2020, 2025 and 2026.
 - a. Also, subject to necessary Supplemental Plan approvals, Sundance may move the festival back to MLK due to a conflict with either the Academy Awards or another Park City or National event, provided it would materially alter the logistics and transportation systems, such as hosting the Winter Olympic Games.
- c) Staff is currently drafting language to address Garage Uses during the festival and will be returning to Council at a later date on this issue.
- d) Staff is planning for an increase in traffic congestion and parking demand during the peak times; mostly the first 4 days of the festival.
 - a. Staff is currently working with Transit, Parking, Public Safety, and Sundance to continue to refine how we handle congestion during the festival.
- e) There are currently no major operational changes to the layout of the major festival activities.

Ongoing Mitigation of Event Impacts

With the steady increase in the activities of the Department, as well as collaboration with internal and external organizations, Staff is focusing on the following areas in terms of mitigating some of the negative impacts of events:

1. Public Safety
2. Parking & Transportation Updates
3. Event Debriefs & Municipal Cost Analysis
4. Number and variety of events

Public Safety

Public safety is the top priority of the Department when working through mitigation and permitting. Multiple events occurring at the same time is becoming more frequent, which creates a compounding impact, specifically for potential public safety emergencies. Staff will coordinate a broad strategy with Public Safety to ensure the appropriate levels of public safety can be adequately maintained, as well as a way to communicate what is necessary for permit approval.

Parking & Transportation

As discussed in previous Council meetings, parking and transportation continues to be a big part of event mitigation. Our larger events, such as the Arts Festival, Savor the Summit, 4th of July, etc. remove over 300 parking spaces from the public parking inventory, while driving increased attendance to the areas of the events. Staff requires organizers to involve the cooperation of private property owners and community partners, such as resort properties and the Park City School District, in conjunction with Park City Transit, to have a successful event. Special Events believes we are nearing a tipping point where mitigation impacts to parking and transportation are becoming increasingly difficult and future discussions will be needed to better address this issue and come up with potential solutions, which may include creating more restrictive traffic plans for Old Town and limiting attendance at larger events.

One example of parking and traffic mitigation is our attempt to set up a trial residential permit parking program on Park Avenue, from 9th street to 15th street, during the Silly Market. Though Park Avenue is a residential street, it has mixed use among visitors and businesses alike. The trial was conducted in an effort to meet one of the ongoing goals of the Lower Park Avenue Redevelopment Plan, which for years has focused on the reduction of non-local congestion and traffic. Staff is working to survey residents in the area and, by the end of October. The information gathered will help to create plans to improve this process and discuss ways in which this or other similar parking programs could be used for other special events and holidays.

Event Debriefs and Municipal Cost Analysis

Post event evaluations are valuable in improving all aspects of event operations. Staff continues to work with event organizers and our operational departments to receive a complete debrief. The organizer provides feedback on how they felt Staff worked with them throughout the entire process, including facility preparedness and economic impacts to organizer, among many other items.

The Department is also focused on cost, such that reports are specific about costs incurred by each department, as well as how the organizer took care of our facilities and any suggestions to make the event better. Using the database system, Staff has increased communication among departments and organizers to allow for better planning and problem solving.

Although the number of events has increased slightly, Park City continues to see an increase in participation, spectators and attendees. Staff finds that our internal departmental planning coordination continues to improve along with our management of the organizer's requirements.

Current Projects

Even with all the work that has been done to mitigate the negative impacts of events, Staff has started to receive negative comments from members of the community about event fatigue. In an effort to continue to improve the permitting process, the Department along with various other City departments, are working on a number of projects that are outlined in the chart below.

Current Projects	NAME		YEAR	EFFECT
Regulatory	Events in Parking Structures	Change code to include adding additional requirements for events that take place within parking structures.	2014	Increase safety of these types of events.
	Type II Convention Sales License	Adding language to require a pre-inspection and City Council approval.	2014	Increase the safety of the locations that the CSL will take place.
Informational	Special Event Website	Evaluation of the site to find areas to improve navigation, add permitting information, and	2014	This guide has educated event organizers on City policies and procedures and increased efficiency within the event approval process.

Process Improvement	Event Invoice	Work with other City departments to create one single invoice for event organizers.	2014	This allows organizers to see costs from all City Departments on one bill. Staff hopes to allow event organizers to be able to make one payment in the future.
	Event Type Determination Sheet	Create a scoring sheet that will assist the special event staff to categorize an event based on impacts caused.	2014	Allows staff a means of "scoring" an event to create event prioritization system in situations where two conflicting events are competing for the same date.
	Internal Debrief Database	Database that allows City Staff to log costs and event feedback into one central location.	2014	Will allow for departments to better track costs associated with events as well as debrief information to better plan future events.
	Fee Waiver	Evaluate and redesign fee waiver/reduction program.	2014	Create an easy to understand process that works for all City departments.
	Event Evaluation Committee	Create a committee made up of Special Event staff along with local stakeholders that will evaluate event	2014	The committee will work to evaluate and prioritize event applications.

		application.		
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Next Steps

Staff plans to return to Council in the near future to continue the discussion regarding the following issues:

- Carrying capacity of events and whether further steps need to be taken to address the amount of events currently being permitted in Park City;
- Parking and traffic mitigation plans for larger events; and
- Long term residential parking plans in Lower Park Avenue.

Funding Source:

General Fund, Special Events

Department Review:

Economic Development, City Manager, Legal and Special Events departments have reviewed this report.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings + Accessibility during peak seasonal times		+ Residents live and work locally + Shared use of Main Street by locals and visitors	- Fiscally and legally sound - Well-maintained assets and infrastructure - Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Neutral 	Positive 	Positive 
Comments:				

Recommendation:

This Staff Report is an informational update to Council on the Special Events in Park City.



MANAGER'S REPORT – October 9, 2014

Submitted by: Tommy Youngblood – Event Coordinator
Subject: USC Marching Band on Main Street

Park City Municipal Special Events and Facility staff received an application on September 12th 2014, to allow the University of Southern California's (USC) Marching Band to march down Main Street on Friday, October 24, 2014, from 5:00 pm to 5:20 pm. This is in association with the USC and University of Utah football game on October 25th. In 2004 and 2012, a similar event was approved by City Council as an MFL due to the fact that there was a pep rally in City Park following the procession. There were no known negative impacts associated with either the 2012 or 2004 event. The 2014 procession is being organized by the same USC Alumni organization that did both previous events.

Park City Special Events and Facility staff has reviewed the application and finds it consistent with Section 4-8-11 of the Municipal Code (below) in that this activity qualifies as a Special Event and does not meet the criteria of a Master Festival, and therefore can be reviewed administratively. Staff has found good cause to approve the Special Event based on the following:

- Written approval of the HPCA Events Committee;
- No complete street closure- Implementation of rolling closure approved by Police;
- No removal of Main Street parking; and
- No substantial public impact or requirement of substantial City service.

The following section of Park City Municipal Code addresses Special Events:

4- 8-11. RUNS, WALKS, FILM-MAKING, AND PROMOTIONS.

Runs, walks, film-making, parades, public demonstrations, and promotions shall be considered Special Events unless such event does not create substantial public impact or requires substantial City service. Any run, walk, film, or promotion undertaken by any for-profit business or corporation, must first be licensed as a business under Chapter 2, Business Licenses. For-profit corporations falling under the provisions of this Chapter or who are specifically in film-making or promotions on public or private property must, as a provision of their license, provide proof of insurance, shooting schedule or schedule of events, produce written permission of property owners, and provide access to any set or site for purposes of Code enforcement.

(Amended by Ord. No. 01-31)

Attached Exhibit "A" – Letter of support from Alison Butz - Exec. Director of HPCA



September 30, 2014

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

RE: USC Marching Band – October 24, 2014

Dear Tommy:

The HPCA circulated the request for the USC Marching Band's performance on Main Street scheduled for Friday, October 24th. As it was explained to the Committee, the USC Marching Band would parade down Main Street on Friday, October 24th. The event would be a rolling closure which requires no parking to be removed on the street, and would begin at 5pm at the top of the street and is predicted to end around 5:30pm at the Trolley Turn around. This would be the 3rd time this marching band has performed on Main Street over the years.

The Events Committee supports this event and finds that it will add vitality to the street during a slower season. This event will welcome and introduce the visiting team and spectators to Main Street, subsequently driving positive economic activity.

Thank you for the opportunity to review and provide comment.

Best regards,

A handwritten signature in black ink, appearing to read "Tommy Youngblood", is written over a light blue horizontal line.

MANAGER'S REPORT – October 9, 2014

Submitted by: Adriane Herrick Juarez

Subject: Newspaper Digitization Project

In January 2014, the Park City Library and the Summit County Library joined the University of Utah Marriott Library, Park City Museum, and interested citizens to form a committee to raise up to \$270,000 to unlock a treasure trove of information from Park City/Summit County's past by digitizing our local newspaper collections and making them available via the internet using the Marriott Library server, Mountain West Digital Library (<http://www.mwdl.org>) and Utah Digital Newspapers (<http://digitalnewspapers.org/newspaper/?paper=Park+Record>).

The Newspaper Preservation Committee consists of: Chair, Sally Elliott; PCMC Library Director, Adriane Herrick Juarez; Summit County Library Director, Dan Compton; Historian/Researcher, Blair Feulner; Park City Museum Director, Sandra Morrison; Marriott Library/Mountain West Digital Library Director, John Herbert; Jan Wilking; Park Record Publisher, Andy Bernhard; Steve Dering; Hank Louis; Greg Schirf; Marianne Cone; and Jane Washington.

The history of Park City's journey from mining camp to best ski area in the nation is locked up in hundreds of old newspapers, deteriorating paper, and microfilm formats that are difficult to use because they are not indexed and not available online. There is a huge interest among community members, visitors, and historians in delving into our area's history, but many researchers have been frustrated by difficulties in accessing material. The Park Record indexing and digitization is complete from its origins in 1881 to 1980 and currently available on the sites listed above. However, The Park Record from November 1980 forward, and The Newspaper, which competed with The Park Record from 1976-1982, is not available in digitized format, making access difficult.

In an effort to rectify this situation, fundraising efforts have begun and are finding initial success with grants that allowed the first documents to be delivered to the Marriott Library and transferred to iArchives on October 1, 2014. Within two months, these resources will begin to be available online. An initial grant was provided for \$10,000 from the Utah Department of Heritage and Arts, as procured by Juarez, Compton, and Morrison. In addition to the \$10,000 from the State, the current newspaper digitization project has received \$10,000 from PCMC, and \$1,000 from the Park City Foundation. The committee is hoping to win a commitment of another \$10,000 from PCMC next year and \$20,000 from Summit County over two years. The group is also looking at other sources of funding including private donations.

Link to Newspaper Article: [Putting 134 years of The Park Record Online.](#)

MANAGER'S REPORT – October 9, 2014

Submitted by: Hugh Daniels, Emergency Program Manager

Subject: 2014 Homeland Security Grant Program (HSGP)

2014 Homeland Security Grant Program (HSGP) – The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs:

- State Homeland Security Program (SHSP)
- Urban Areas Security Initiative (UASI)
- Operation Stonegarden (OPSG)

Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.

Park City has been the recipient of SHSP funds for a number of years predominately to law enforcement and the fire district. We have just been notified that this year Park City Police will receive \$4,374.21, Park City Emergency Management will receive \$4,374.21, and the Park City Fire District will receive \$40,384.96. These grants are figured on a base amount plus full-time population.

Appointment - I have been appointed as a permanent member of the Utah Department of Health (UDOH) - Public Health Preparedness Advisory Committee, representing emergency management from around the state. This committee advises senior UDOH staff at the state health department on a number of preparedness and response issues. Currently, one of the focuses of the committee is a joint U.S. Health and Human Services, FEMA, project on the public health and medical portion of the FEMA Region VIII, Wasatch Range Catastrophic Earthquake Plan.

City Council Staff Report



Subject: Historic Mine Sites
Author: Anya Grahn - Historic Preservation Planner
Thomas Eddington – Planning Director
Kayla Sintz - Planning Manager
Department: Planning
Date: October 9, 2014
Type of Item: Work Session

Introduction

Park City has a number of historic mine sites. During a work session with the Historic Preservation Board (HPB) on April 17, 2014, City Council expressed their commitment to preserving the extant structures within City Limits. Of these, the California Comstock and Aerial Tramway Towers were considered the highest priority due to their declining physical condition.

During the April 17 meeting, City Council thought it was best to work with the HPB to identify those structures that were in immediate danger of failing. There was consensus to have the HPB meet with the Park City Museum to lead the effort.

This report attempts to identify regulatory gaps in protecting known historic extant structures and recommends the City broaden protection of its mine structures and sites.

Where are our Mine Sites?

Many of the mines that once helped establish Park City have been lost—the McHenry Mine, Creole Mine, and Sampson Mine—however, others remain and often in a ruinous state. At times, Park City was a leader in silver mining due to the success of its mines on a national and even global level. Mines such as the Silver King gained worldwide fame, while others launched their owners into global acclaim for their new found riches.

As mines were sold to new owners, consolidated, and eventually closed, remnants of past industrial mining activities were left behind. At times, equipment lay scattered along hillsides in wooded gulches. Many of the extant buildings and structures that contributed to the prosperity of mining in Park City at the beginning of the 20th century remain today but in ruins.

The City's Historic Sites Inventory (HSI) of structures and sites includes the majority of the extant structures that make up Park City's Mine Sites. These include:

- California Comstock—mill structure, cabin
- Jupiter Mine Site—Ore bin and frame
- Daly-West Mine—Head frame and fire hydrant shacks
- Alliance—Office/dwelling, mine shed (change room), and power house

- Silver King Consolidated—Foundry Building, Ivers Tunnel Structure, Spiro Tunnel portal, machine shop building, sawmill building, Water Tank A, Coal Hopper/Boiler structure
- Judge Mine Site—Assay office and change room building, shed structure, explosives bunker, aerial tramway
- Little Bell Mine—Ore bin
- Silver King Mine Site(s)—aerial tramway towers, boarding house, boarding house vault, change house, hoist house, mill building, fire hose shacks and stone wall, stores department building, transformer house, water tanks, and ore bin
- Thaynes Mine Site—Mine conveyor gallery, hoist house, fire hydrant shack

A number of additional sites and structures have been identified by the Park City Museum and Flagstaff Annexation Preservation Plan that were not included in the City's 2009 reconnaissance level survey of extant mine sites. These include:

- Daly-West Mine hoist plant, rock retaining wall, and waste dump
- Daly-Judge Mill foundations and other remains
- Daly Mine, shafts 1 and 2
- Little Bell Mine waste dump
- Ontario Mill Site underground flue, chimney base, tank house foundation wall, equipment remains and ore shaft, rock retaining wall, historic portal of Ontario Drain Tunnel No.1, High Line Spur and loading bay station, concrete wall (sunken loading bay), mine Shaft No. 3, and mine Shaft No.3 waste dump
- Silver Mine Adventure (Ontario Mine) water tanks A, B, C, D, E
- American Flag Mine site waste dump
- Massachusetts Mine site waste dump
- Quincy Mine Site hoist house, mine shaft, waste dump, and rock retaining wall
- Diamond-Menrod Mine site waste dump and timbers
- Anchor (Daly-Judge) Mine site waste dump
- White Pine Mine site waste dump and log structures
- Naildriver Mine site waste dump

Exhibit A shows a detailed account of which sites and structures are identified by the HSI and Flagstaff Annexation Preservation Plan. Please note that certain mine related features such as mine shafts, mine dumps, tailings piles, and adits (entrance to an underground mine) may pose a threat to human health and safety and may require special consideration.

It is unknown why these sites were not included in Preservation Solutions' 2009 Reconnaissance Level Survey. It is possible that the surveyor was unaware of these additional industrial structures and equipment. Another possible explanation is that Preservation Solutions did not believe these sites were eligible for the National Register of Historic Places as there is a disparity in the preservation community regarding the archeological significance of mining sites and National Register eligibility due to the limited number of visible, above ground resources. Many resources such as machinery, equipment, and structures may be located below ground in tunnels and shafts.

Analysis to Date

Since April, staff has been working diligently on tackling the issue of locating and assessing extant mining sites. We have completed the following:

1. During the joint City Council-HPB meeting, City Council expressed concern about the declining condition of the California Comstock mine site. In analyzing the location of the site further, staff discovered that the California Comstock Mine is located in Summit County, outside of Park City's limits, but within the Park City Annexation Expansion Area.



2. On July 11, 2014, Planning, Building, and Engineering Department staff and Sandra Morrison from the Park City Museum completed a reconnaissance level survey of all the known mine sites in the Flagstaff Preservation Plan and the City's HSI. Overall, staff noted the following common conditions:
 - Many of the buildings are suffering from neglect. In addition to boarded and missing doors and windows, many have significant roof damage exposing interiors to the elements.
 - Structural defects, particularly at the California Comstock, ore bins, and some smaller wood frame buildings.
 - Signs of vandalism and looting.

Staff is using the photos and information gathered during the site visit to create a reference book. Staff hopes to complete this document by late Fall 2014.

3. On July 16, 2014, staff met with Councilman Dick Peek and Sandra Morrison to discuss efforts to preserve the mine sites. Sandra was supportive of conducting the work, with City approval and with the aid of grant funds. In discussing this further with Capital Budget, Debt & Grants Manager Nate Rockwood, he suggested entering into a special services contract with the museum to complete the work. Sandra is currently working with a structural engineer to procure cost estimates for stabilizing structural ruins.

4. The Park City Museum also commissioned tree clearing around the Silver King Aerial Tramway towers, which commenced in early August. Staff inspected the work along with the Museum in late summer. Many of the towers sit on failing foundations. Sandra Morrison is working with a masonry restoration company to determine the best course for preserving these stacked stone piers.



Silver King Aerial Tramway Towers

5. After talking with the SHPO and learning that Park City has the best collection of intact mine ruins in the country, staff would recommend that we consider an intensive level survey of the mine sites during the 2015 Certified Local Government (CLG) grant cycle; staff has received a quote for such work. Staff would also recommend City Council to consider adopting an archeology ordinance that would prevent looting at the mine sites.

Current Tools

1. Historic Sites Inventory (HSI). The Land Management Code (LMC) encourages the preservation of Buildings, Structures, and Sites of Historic Significance in Park City. These Buildings, structures, and sites are among the City's most important cultural, educational, and economic assets. To ensure that they are not lost through neglect, demolition, expansion, or growth within the City, the preservation of Historic Sites, Buildings, and Structures is required. The sites and structures identified on the HSI are protected.
2. Flagstaff Annexation Agreement. As part of the Flagstaff Annexation Agreement, UPK/DMB Associates, LLC, hired SWCA, Inc. Environmental Consultants to put together a Historic Preservation Plan for Flagstaff Mountain Resort—Summit County, Utah. This preservation plan was completed in 2000.

The Preservation Plan describes in great depth the history of the area and the historic sites found within the Flagstaff Mountain Annexation Boundary, as well as documents the historical significance of the various sites and structures. Each site's function is described and followed up by a conditions assessment, safety hazard assessment, and recommendations for interpretation. The Phasing Plan shows that United Park City Mines Company (UPK) would fund signage at these historic sites through the Park City Museum and that restoration work would be completed on the Judge Mining Company Office, Daly West Fire Hydrant Shacks, and Little Bell Ore Bin. The Museum completed the signage for the mine sites between 2002 and 2005; however, only the Judge Mining Company Office was secured by boarded windows. Unfortunately, given the age of the Preservation Plan (14 years), it is fair to assume that many of these sites have continued to be threatened by deferred maintenance, looting, and vandalism as the property owner has not carried out the Preservation Plan.

The Flagstaff Annexation Agreement was updated in 2007 as part of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20 Acre Quinns Junction Parcel and Iron Mountain. This amendment included provisions related to historic preservation that required the developer to create a Historic Preservation Plan that inventoried all historically significant structures located within the project. Further, the development agreement committed to donating preservation easements to the City to ensure the future preservation of historically significant structures. Staff does not believe this inventory was completed.

Preservation Efforts

There are a number of preservation efforts that could be considered in order to prolong the life of Park City's extant mining structures:

1. **HSI**—Planning Staff intends to update the HSI to include those mine structures and ruins identified by the Flagstaff Annexation Agreement. We would include those sites with visible structural ruins such as the Daly-Judge Mine Site; however, those mines only identifiable by a tailings pile would not be included in the HSI as they do not possess significant historic integrity on their own.



Remnants of Daly-Judge Mine Site

2. **Stabilization**—this would require the bare minimum intervention and preservation in order to keep the extant mining structures intact as they are.
3. **Documentation**—the 2009 Reconnaissance Level Survey included the mining structures. Utah State History, the State Historic Preservation Office (SHPO), believes that Park City's mines require greater documentation, and we would benefit from an intensive level archeological survey of these sites. It is likely these sites are eligible for the National Register of Historic Places. An intensive level survey of all of Park City's mine sites would also be beneficial to identify those historic resources not previously identified by the 2009 reconnaissance level survey.
4. **Notice and Order**—There has been discussion regarding the Building Department issuing Notice and Orders to Repair the historic structures identified on the HSI; however, this may prove to be challenging. United Park City Mines owns the land on many of these mine sites, though the resorts rent the property for skiing. Further, it may lead to the owners reconstructing the structures. Staff finds it would be more beneficial to stabilize the mining ruins as they are and provide limited intervention. If the Building Department were to complete the stabilization work, the City would then put a lien against the property. It is in the City's best interest that the City work with the property owner to have the property owner complete the stabilization work.
5. **National Register Nominations.** Mine sites are often overlooked for their National Register eligibility because of the lack of visible, above ground archeological content and the loss of historic structures; however, many historic preservationists argue that these sites should be viewed as a set of overlapping features and objects, rather than a collection of buildings or ruins. Many of Park City's mining sites, such as the Silver King, are unique in the number of extant historic resources, the size of the complexes, and their use of technology.

Because owner consent is required for the listings, ownership could make listing National Register-eligible structures difficult if the owner was unwilling to give their consent.

6. **Preservation Easements**—following documentation, it may be useful to work with owners to donate preservation easements for the extant mining structures or sites in order to ensure their future protection. The 2007 Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20 Acre Quinns Junction Parcel and Iron Mountain commits “to dedicating preservation easements to the City, with respect to any such historically significant structures.” The head frame at the Daly-West mine site was specifically listed. Staff does not believe any preservation easements have yet been granted.
7. **Archeology Ordinance**—communities such as St. George have benefited from archeology ordinances that seek to protect archeological sites, such as the mine sites. The ordinance could be geared to preserving above ground resources from looting and pillaging. Greater outreach and additional “no trespassing” signs may prevent looting of above ground artifacts and historic structures as well. The Physical Mine Hazard Mitigation ordinance sought to prevent access to the mine sites for protect human health and safety.

Funding

There are a number of funding opportunities that may be worth considering in order to finance the costs of documenting the mine sites and stabilizing the mine structures:

1. **Park City Museum**—The Park City museum could work with the resorts to complete the necessary stabilization work on the mining structures. Funds could be allocated by the City through a special services contract with the museum. The City entered into a special services contract with the museum for vegetation removal around the aerial tramways this past summer.
2. **Historic District Grant Program**—Staff suggests that the Historic District Grant Program include a provision for stabilizing mine structures located on private property.
3. **Certified Local Government (CLG) Grant**—There are funds available to certified local governments (CLGs), such as Park City, for preservation-related activities. CLG funds could provide up to \$6,000 in funding for archeological surveys.
4. **National Trust Preservation Funds**—These funds are available up to \$5,000 to support activities related to archeology, engineering, preservation planning, and land use planning.
5. **J.M. Kaplan Fund**—The fund sponsored an Industrial Heritage Initiative to help preserve industrial heritage, such as the mine sites. In the past, the fund has helped preserve a mining site in Montana, conduct archeology in Turkey, etc.

Results of Reconnaissance Level Survey

Staff would also like to return to City Council during a work session to discuss our findings from the reconnaissance level survey and options for moving forward before the end of the year. We would like to invite Chris Merritt, the State Archeologist, to this work session to give a presentation to City Council regarding mining archeology, tools to preserve sites on private lands, and an archeology ordinance.

Department Review:

This report has been reviewed by the City Manager and the Legal Department.

Exhibits

Exhibit A — Complete Analysis of Mine Sites

Name:	Address:	Tax Parcel:	Current Owner (As of 2007-08):	H.S.I.	Included in Flagstaff Historic Preservation Plan (2000)
Alliance Mine Site--Mine Office/Dwelling	40°37'36.0"N 111°30'20.0"W	PCA-S-98-PCMR	United Park City Mines	●	Yes (Wooden House)
Alliance Mine Site--Mine Shed (Change room, timber saw, etc.)	40°37'35.9"N 111°30'17.8"W	PCA-S-98-PCMR	United Park City Mines	●	Yes (Steel Building)
Alliance Mine Power House	40°37'36.6"N 111°30'16.9"W	PCA-S-98-PCMR	United Park City Mines	●	Yes (Pump House)
Alliance Mine--Foundation Walls					Yes (Foundation Walls)
California-Comstock Mine Site - Mill Structure	UTM 0454172E 4497119N	PCA-S-98-PCMR?	United Park City Mines	●	No
California-Comstock Mine Site - Cabin	N/A	PCA-S-98-PCMR?	United Park City Mines	●	No
Daly-West Mine Head Frame & Fire Hydrant Shacks	9100 Marsac Avenue	EV-B-2-C	Talisker Empire Pass Hotel, LLC	●	Yes (Daly-West Headframe and Shaft, Fire Hydrant Shacks)
Daly-West Mine -- Hoist Plant					Yes (Daly-West Hoist Plant)
Daly-West Mine --Rock Retaining Wall					Yes (Rock Retaining Wall)
Daly-West Mine--Waste Dump					Yes (Daly-West Mine Waste Dump)
Daly-Judge Mill Foundations and Other Remains					Yes
Daly Mine--Shaft No.1 and No.2					Yes
Judge Mine Aerial Tramway	Empire Canyon	PCA-S-98-PCMR	United Park City Mines Co.	●	Yes (Judge Aerial Tramway Towers)
Judge Mine Site - Assay Office and Change Room Building	40°37'32.8"N 111°30'15.7"W	Unknown/state assessed land? (Likely S-98)	United Park City Mines	●	Yes (Anchor Drain Tunnel Portal, Judge Mining & Smelting Co. office building)
Judge Mine - Shed Structure	40°37'34.8"N 110°30'14.3"W	Unknown/state assessed land? (Likely S-98)	United Park City Mines	●	Yes (Modern Shed)
Judge Mine Explosives Bunker Portal	40°37'34"N 110°30'12.9"W	Unknown/state assessed land? (Likely S-98)	United Park City Mines	●	Yes (Explosives Bunker)
Judge Loading Station Site-Loading Station Foundation					
Jupiter Mine Ore Bin and Frame	UTM 0455777E 4495950N & 0453802E 4495939N	PCA-S-98-PCMR	United Park City Mines	●	No
Little Bell Mine--Ore Bin	UTM 0456972E 4495688N	PCA-S-98-C	Deer Valley Resorts Co.	●	Yes (Wooden Ore Bin)
Little Bell Mine --Waste Dump					Yes
Silver King Aerial Tramway Towers	Multiple addresses	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Boarding House	40°37'25.26"N 111°31'25.14"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Boarding House Vault	40°37'53.31"N 111°30'50.88"W	PCA-S-98-PCMR	United Park City Mines	●	No

Silver King Mine Site - Change House	40°37'50.52"N 111°30'51.20"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Hoist House	40°37'51.12"N 111°30'49.81"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Mill Building	40°37'57.2" N 111°30'39.1"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Fire Hose Shacks & Stone Wall	Shacks: 40°37'56.39"N 111°30'40.23"W and wall: 40°37'53.77"N 111°30'44.07"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Stores Dept Building	40°37'50.57"N 111°30'45.82"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Transformer House	40°37'50.81"N 111°30'42.31"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Mine Site - Water Tanks (A, B)	Tanks A & B: 40°37'57.86"N 111°30'58.17"W , Tanks D & E: 40°37'49.54"N 111°30'39.76"W	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Consolidated Mine - Ore Bin	UTM 0455882E 4498193N	PCA-S-98-PCMR	United Park City Mines	●	No
Silver King Consolidated Spiro Tunnel Complex - Foundry Building	1825 Three Kings Drive	SSPC-2	Paladin Development Partners	●	No
Silver King Consolidated Spiro Tunnel Complex - Ivers Tunnel Structure	1825 Three Kings Drive	SSPC-2	Paladin Development Partners	●	No
Silver King Consolidated Spiro Tunnel Complex – Spiro Tunnel Portal	1825 Three Kings Drive	SSPC-2	Paladin Development Partners	●	No
Silver King Consolidated Spiro Tunnel Complex - Machine Shop Building	1825 Three Kings Drive	SSPC-2	Paladin Development Partners	●	No
Silver King Consolidated Spiro Tunnel Complex - Sawmill Building	1825 Three Kings Drive	SSPC-2	Paladin Development Partners	●	No
Silver King Consolidated Spiro Tunnel Complex - Water Tank A	1825 Three Kings Drive	SSPC-2	Paladin Development Partners	●	No
Silver King Consolidated Spiro Tunnel Complex - Coal Hopper/Boiler Structure	1825 Three Kings Drive	SSPC-2	Paladin Development Partners	●	No
Thaynes Mine Conveyor Gallery	UTM 0454388E 4497242N	PCA-S-98-PCMR	United Park City Mines	●	No
Thaynes Mine Hoist House	UTM 0454380E 4497226N	PCA-S-98-PCMR	United Park City Mines	●	No
Thaynes Mine Fire Hydrant Shack	UTM 0454350E 4497176N	PCA-S-98-PCMR	United Park City Mines	●	No
Ontario Mill Site-Underground Flue	Middle Ontario Canyon				Yes
Ontario Mill Site-Chimney Base	Middle Ontario Canyon				Yes
Ontario Mill Site-Tank House Foundation Wall	Middle Ontario Canyon				Yes
Ontario Mill Site-Equipment Remains and Ore Shaft	Middle Ontario Canyon				Yes
Ontario Mill Site-Rock Retaining Wall	Middle Ontario Canyon				Yes
Ontario Mill Site-Modern Portal of Ontario Drain Tunnel No.1	Middle Ontario Canyon				Yes

Ontario Mill Site-Historic Portal of Ontario Drain Tunnel No. 1	Middle Ontario Canyon				Yes
Ontario Mill Site-High Line Spur and Loading Bay Station	Middle Ontario Canyon				Yes
Ontario Mill--Concrete wall in lower-level branch (sunken loading bay)	Middle Ontario Canyon				Yes
Ontario Mine-Shaft No.3	Middle Ontario Canyon				Yes
Ontario Mine-Shaft No.3 Waste Dump	Middle Ontario Canyon				Yes
Silver Mine Adventure-Ontario Mine Water Tanks (A, B, C, D, E)	Middle Ontario Canyon				Yes
American Flag Mine Site-- Waste Dump	Empire Canyon				Yes
Massachusetts Mine Site--Waste Dump	Middle Empire Canyon				Yes
Quincy Mine Site --Hoist Plant					Yes
Quincy Mine Site --Mine Shaft					Yes
Quincy Mine Site --Waste Dump					Yes
Quincy Mine Site -- Rock Retaining Wall					Yes
Diamond-Menrod Mine Site-Waste Dump	Upper Empire Canyon				Yes
Diamond-Menrod Mine Site-Timbers	Upper Empire Canyon				Yes
Anchor (Daly-Judge) Mine Site-Waste Dump	Upper Empire Canyon				Yes
White Pine Mine Site --Waste Dumps	Upper Empire Canyon				Yes
White Pine Mine Site--Log Structure	Upper Empire Canyon				Yes
Flagstaff Mine Site --Mine Shaft					Yes
Flagstaff Mine Site--Waste Dump					Yes
Naildriver Mine Site--Waste Dump					Yes

City Council Staff Report



Subject: Historic District Grant Program
Author: Anya Grahn, Historic Preservation Planner
Thomas Eddington, Planning Director
Department: Planning, GI-12-00190
Date: October 9, 2014
Type of Item: Work Session

Summary Recommendations:

Staff recommends City Council review recommended changes to the Historic District Grant program and provide direction regarding the application process and policy for the administration of the program. Council should also review and provide direction on the Historic District Grant Program Eligibility criteria.

Topic/Description:

Since 1987, the Historic District Grant Program has operated continuously with the support of City Council and Historic Preservation Board. This program has awarded over \$350,000 in Redevelopment Funds for rehabilitation and historic preservation incentives since its inception. Matching grants are awarded to property owners to assist in maintaining and preserving their historic commercial and residential structures. Currently, the City's funds may be utilized to fund exterior improvements only. All work must comply with the Design Guidelines for Historic Districts and Historic Sites.

The Historic Preservation Grant program was originally housed in the CIP and funded with the Main Street and Lower Park Avenue (LPA) RDA funds as directed by Council and included in the RDA resolutions. The majority of historic preservation grants are awarded within the RDA boundaries. Occasionally some historic preservation grant applications were received from property owners outside the RDAs. To provide for this, Council allocated some general fund (GF) transfer funding in the CIP for these applications.

With recent changes to government accounting rules (GASB), the City can no longer fund capital improvement projects with CIP funds for projects or assets the City does not own. Historic Preservation Grants fall into this category. In order to continue the Historic Preservation Grant program, as part of the FY2014 budget process (adopted in June 2013), the Finance and Budget Managers moved funding for the program into the operating budget. At that time, the amount remaining in the CIP from the GF transfer was \$47,000. This was the total amount available to be drawn down or carried forward into future years (the total amount available from the GF was \$47,000). When the budget was moved to operating, that amount was entered into the operating budget as an annual amount. Meaning rather than a total of \$47,000, the program now has an annual amount of \$47,000 per year for properties in the general fund area (City limits) but not eligible for funding in an RDA.

The Grant Program budget also now includes two (2) non-departmental operating budgets for both the Main Street and Lower Park Avenue (LoPA) RDA. The direction which has been provided by City Council was that Historic Preservation Grants are a high priority for the City and the RDA. As part of the FY2015 budget, Council approved funding within the LoPA RDA at \$50,000 per year and the Main Street RDA at \$30,000 per year. It was recommended that total

annual expenditures within the RDA's could exceed the budgeted amount only after approval by City Council. Any adjusted budgeted amount within the RDA would be approved as part of the year-end budget adjustment process. If the total amount of the awards (within the 3 GL codes) goes over the Council-approved allocated budget then it needs to go back to Council for approval. Normally, we adjust the budget at the end of the fiscal year where we provide a public hearing. The total annual budgeted amount available to the Historic District Grant Program is as follows:

Lower Park RDA*	\$50,000
Main Street RDA*	\$30,000
<u>City Wide (General Fund)</u>	<u>\$47,000</u>
Total	\$127,000

**Amount in excess of budget to be approved by Council as determined available in the Lower Park or Main Street RDA.*

As the number of construction projects increases in Old Town following the recession, there has been a spike in the number of grants processed by the Planning Department. The use of funds and grant awards has become more competitive.

The purpose of this report is to demonstrate the positive effects the Historic District Grant Program has had in preserving the architectural heritage of Park City's downtown, as well as to formally establish the Historic District Grant program through a City policy and application process.

Analysis:

Historic District Grant Application Process

Applicants typically complete the grant application (Exhibit A) following a Historic District Design Review (HDDR) approval. Grant funds are awarded based on the extent of the proposed work and historical significance of the property. The HPB generally does not review the applicant's financial need for the grant, unless it is specifically shared by the property owner. There is no limit to the amount of grant funds awarded; however, up to fifty percent (50%) of eligible preservation work may be granted. Grant applications are currently reviewed by the Historic Preservation Board (HPB) on a "first come, first serve" basis.

Staff proposes City Council adopt a policy requiring the Historic Preservation Board to review grants on a quarterly basis. The HPB may award individual grants up to \$15,000; however, no single award is to exceed \$15,000 without the approval of City Council. It is expected that HPB grant recommendations will typically be approved as part of the City Council consent agenda. The sum of the individual grant amounts would be within the allocated budget for the Lower Park Avenue RDA, Main Street RDA, and City-wide (General Fund); however, the amounts within the RDA would be approved as, and adjusted, as part of the year-end budget process.

Lien Agreement

Upon completion of the work and final inspections, the grant applicant submits proof of payment to the Planning Department for disbursement of funds. Following the grant payout, the City requires that the applicant enter into a lien agreement. This agreement states that the applicant shall not apply for a demolition permit for the building for which the grant is awarded for ten (10) years following the grant award, unless the building is structurally unsound or substantial changes have occurred. The grantee also warrants that the building remains in the grantee's

ownership for at least five (5) years; the City shall release the note and deed of trust five years from the date of payment, or recapture the amount of the grant, plus interest, if the building is sold:

- Within the first year, 100% of the grant
- Within the second year, 80% of the grant
- Within the third year, 60% of the grant
- Within the fourth year, 40% of the grant
- Within the fifth year, 20% of the grant

In exchange for the City's contribution, the Grantee agrees to provide the following minimum services to the community:

- Maintain the architectural significance of the structure;
- Retain and/or restore the historic character of the structure;
- Preserve the structural integrity of the structure; and
- Perform normal maintenance and repairs.

Eligible Improvements

Currently, the Grant Program funds the following improvements, as seen on the Grant Application (Exhibit A):

- | | |
|----------------------------|----------------------------|
| • Siding | • Exterior trim |
| • Masonry repair | • Porch repair |
| • Cornice repair | • Foundation work |
| • Historic retaining walls | • Exterior doors |
| • Windows | • Structural stabilization |

These improvements are vital to the health and integrity of our historic structures; however, many structures face additional challenges such as meeting energy conservation standards and abating hazardous materials.

For this reason, Staff recommends adding the following criteria to our list of eligible improvements:

- Cladding repair
- Architectural ornamentation
- Weatherization of historic windows and doors
- Abatement of hazardous materials
- Stabilization/Preservation of industrial mine structures

On the other hand, the following improvements will remain ineligible on our Grant Application:

- | | |
|-----------------------------------|---------------------------------|
| • Interior remodeling | • Signs |
| • Repair of non-original features | • Additions |
| • Interior paint | • Landscaping/concrete flatwork |

Staff recommends that the list of ineligible improvements expand to also contain:

- Relocating/moving historic structures horizontally on the lot
- HVAC/Mechanical Equipment Upgrades

- Any restoration work covered or funded by insurance

However, moving a historic structure as much as two feet (2') vertically to incorporate a foundation would continue to still be permitted.

Currently, exterior painting is not eligible for grant funds unless it is essential to protecting the existing wood siding and ensuring a longer lifespan for the structure; is part of a comprehensive siding replacement proposal; or will significantly enhance the character of the structure. Though painting is considered the responsibility of the homeowner, there have been instances where the homeowner has expressed a hardship and grant funds were awarded for paint. 1149 Park Avenue, for instance, received funds in 2013 to remove asbestos siding, install new wood siding, and paint the new wood siding as part of their comprehensive siding replacement project.

Similarly, roofing material is also regarded as the responsibility of the homeowner. As noted in the grant application, maintenance items such as roofing may be considered under specific circumstances. In the past, roofing expenses have been covered by the grant program if the current roofing material is inappropriate; the historic material is exposed and/or in obvious disrepair; the historic material is significantly visible from the public right-of-way; and the roofing is a significant design element for the historic structure. Failing roof structures, however, are typically classified as structural stabilization.

In terms of the mine structures currently protected by the Historic Sites Inventory (HSI), the grant fund would only help fund work on those mine structures located on privately owned property. There are a few aerial tramway towers located on private residential property. Work completed by the Park City Museum would be funded through a special services contract. A special services contract was utilized for the removal of vegetation around the aerial tramway towers earlier this summer.

Discussion:

- ***Does City Council wish to define the criteria for awarding grants, or does City Council prefer that staff work with the Historic Preservation Board to restrict the qualifying work for the grant program?***
- ***If City Council wishes to define the criteria, then...***
 - ***Does City Council find that the current process of “first come, first serve” is appropriate for the grant program?***
 - ***Does City Council want to limit the amount of grant funds awarded to a single project?***

Applicant Eligibility

If the City plans to encourage primary residency in Old Town, it is essential that the City offer financial incentives to benefit these full-time residents. Staff recommends that:

- Houses lived in by primary residents (those houses in which the homeowner or a renter lives in full time) be awarded up to fifty percent (50%) of their construction costs, while homes which are used as secondary-home or nightly rental (i.e. not lived in by primary residents) be awarded up to thirty-five percent (35%).
- This will allow the City to reward primary residents in the City's Historic District while also supporting their ability to maintain and preserve their historic properties.
- Commercial properties will continue to be eligible for up to fifty percent (50%) of construction costs regardless of ownership.

Processing Grants

Our recordkeeping suggests that work often commences on awarded properties several months after the grant is awarded. Staff recommends that:

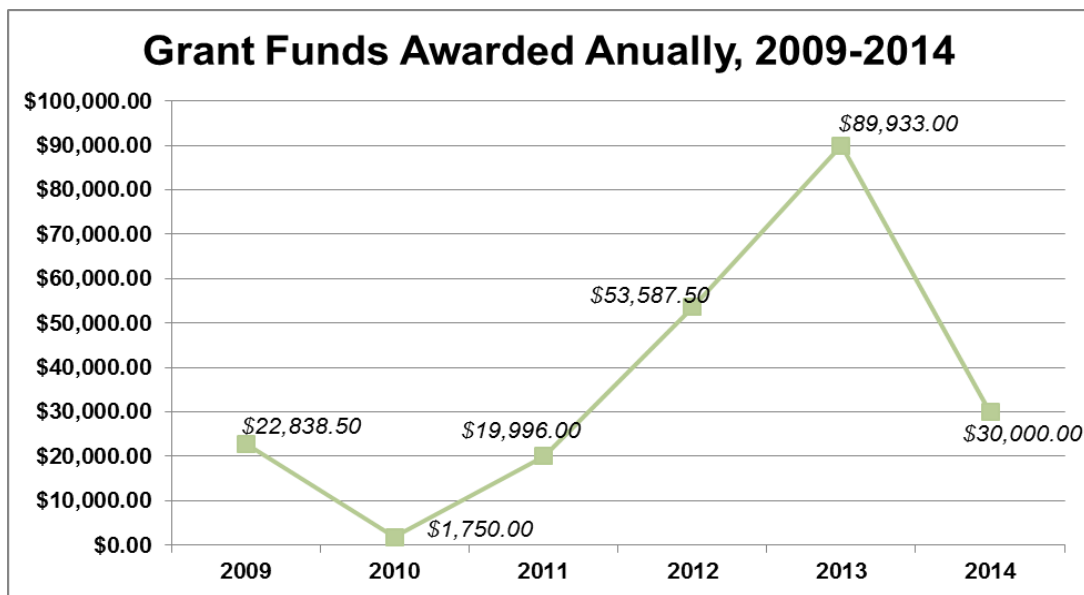
- Work must commence no more than thirty (30) days from the execution of the grant and that work must be complete within twenty-four (24) months after the start date, in order to quicken our process, ensure timely pay-outs of awarded grants, and prevent grants from expiring.
- Any work that deviates from the established scope of work shall be disallowed and the grant revoked.

Trends

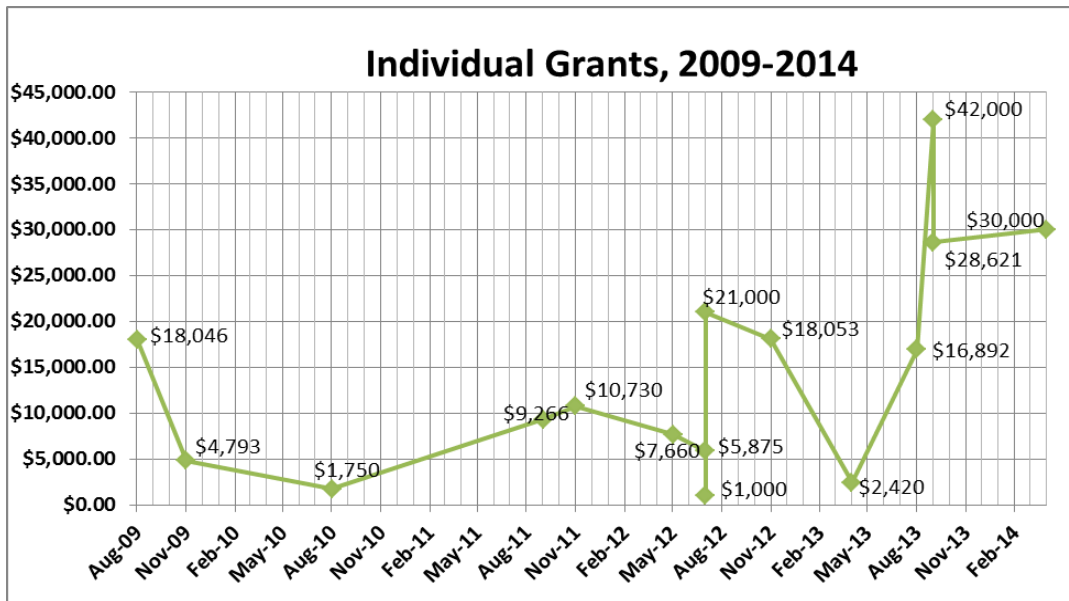
The purpose of this report has been to demonstrate the positive effects of the Historic District Grant Program has had in preserving the architectural heritage of Park City's Old Town, as well as to recommend City Council direction for how funds are awarded.

As discussed during the HPB-City Council joint work session in April, there has been a growing demand for grants in Old Town. Over the past year, many of these grants have exceeded \$20,000, which has put a strain on the availability of grant funding. In April, the HPB awarded a grant that will be funded by monies allocated during the FY2015 budget.

The following charts show the increased demand for grants as real estate demands increase in the historic district following the recession:



Since 2009, the amount of funds awarded annually through the Historic District Grant Program has steadily increased. The chart below depicts the number of individual grants and the amounts awarded since 2009.



Department Review:

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

Consequences of not taking the recommended action:

By not adopting the recommended changes to the Historic District Grant policy and application process, the City will not be able to continue to legally fund the grant program due to the changes in the government accounting rules (GASB). In addition, preference will not be given to primary homeowners over secondary homeowners.

Recommendation:

Staff recommends City Council review the proposed changes to the Historic District Grant program and provide direction regarding the application process and policy for the administration of the program. Council should also review and provide direction on the Historic District Grant Program Eligibility criteria.

Exhibits:

- Exhibit A – Current Grant Application
- Exhibit B – Proposed Grant Application
- Exhibit C – Land Management Code (LMC) Title 15-11-19 (A)
- Exhibit D – Proposed Historic District Grant Policy



Park City Municipal Corporation
445 Marsac Avenue • PO Box 1480 • Park City UT 84060 • (435) 615-5060 • (435) 615-4906-fax • www.parkcity.org

HISTORIC DISTRICT GRANT PACKET

INFORMATION GUIDE AND APPLICATION



HISTORIC DISTRICT GRANT PROGRAM INFORMATION GUIDE

In 1987 the Park City Historic District Commission and City Council identified the preservation of Park City's historic resources as one of their highest priorities. The Grant Program has operated continuously since that time with the full support of subsequent City Councils and Preservation Boards.

How does the Grant Program work?

Grants are available for historic residential or commercial structures in Park City. The purpose of the grant is to assist in offsetting the costs of rehab work. Grants are to be used toward specific rehabilitation projects.

When does the review process take place? The Historic Preservation Board will review applications and will award grant funds on a monthly basis. Funds shall be awarded to projects that provide a community benefit of preserving and enhancing the historic architecture of Park City. Applications must be submitted to the Planning Department by the 10th of each month in order to be considered for review at the following month's meetings.

What must be included in the application?

- ***Historic District Grant Application** form
- *Written **Scope of Work & Specifications**
- *Submittal of **cost estimate**
- ***Breakdown of estimated cost of the scope of work**
- ***Drawings** as they apply to specific work
- ***Color Photographs** of existing conditions
- ***Brief History** of structure

Application forms are available in the Planning Department and online and include more detailed information.

What types of improvements are eligible? Listed below are some examples of eligible and non-eligible improvements. Improvements should be completed in compliance with *The Secretary of the Interior's Standards for Rehabilitation*.

Eligible Improvements include, but are not limited to:

- | | |
|--|-----------------|
| *siding | *exterior trim |
| *windows | *exterior doors |
| *foundation work | *cornice repair |
| *masonry repair | *porch repair |
| *structural stabilization | |
| *retaining walls of historic significance/steps/stairs | |

Maintenance items, such as exterior painting and new roofing, are the responsibility of the homeowner, but may be considered under specific circumstances.

Non-Eligible Improvements include but are not limited to:

- | | |
|--------------------------------------|-----------------|
| *interior remodeling | *interior paint |
| *additions | *signs |
| *repair of non-original features | |
| *interior lighting/plumbing fixtures | |
| * landscaping/concrete flatwork | |

Are there special terms of the program?

Grant recipients are required to sign a Historic Grant Program Agreement, Trust Deed, and Trust Deed Note, on the affected property. If the property is sold within five years, grant funds are repaid at a pro-rated amount, plus interest.

Disclaimer: This guide is intended to provide general information. Codes are subject to change at any time and up-to-date versions of applicable codes and documents are available in the Building and Planning Divisions.

SUBMITTAL REQUIREMENTS:

1. Completed **Historic District Grant Application** form.
2. Written **Project Description** describing the proposed scope of work and specifications. Include a detailed scope of work, as well as the anticipated start date and completion date.
3. Submittal of a **Cost Estimate** for the proposed work.
4. **Breakdown of Estimated Costs** of the proposed eligible improvements (pages 3 & 4).
5. Schematic, conceptual **Drawings** as they apply to the proposed project. This will include site plans, elevations, and floor plans
NOTE: Your project will require design review and approval by the Park City Planning Department. At the time of application for the building permit, detailed construction plans prepared by a licensed architect, engineer and/or building contractor will be required.
6. Color **Photographs** of existing conditions. Include a general view of the building and setting; the front; perspective view showing front façade and one side, and rear façade and one side; detailed view of affected work area.
7. **Brief History** of the structure including, but not limited to, prior owners or occupants.

GRANT APPLICATION PROCESS

Listed below is a brief description of the grant application process:

- 1) Prepare grant application (the Planning Staff can advise you during this step so that you submit a thorough application)
- 2) Submit grant application to the Planning Department by the 10th of the month. The Staff will present it to the Historic Preservation Board for review and consideration the following month.
- 3) The HPB will review the application and may:
 - a) approve the project;
 - b) approve the project subject to conditions that will be enforced by the Planning Staff;
 - c) remand the application to the applicant for further details or revisions; or
 - d) deny the project .
- 4) Finalize work with the Planning Department Staff and submit plans for a building permit;
- 5) Sign the Grant Program Agreements;
- 6) Obtain a building permit and arrange for inspections by the building inspectors as the project progresses;
- 7) Upon completion of work and final inspections, submit **proof of payment** to the Planning Department for disbursement of funds. You must provide proof that your contractor(s) have been paid in full. *This is a matching funds grant and provides reimbursement to you.*

Planning Department Staff are available to answer your questions as you go through this process.

SAMPLE – BREAKDOWN OF ESTIMATED COSTS

This **sample** is included to assist you in completing the breakdown of estimated costs on page 6 of this application.

WORK CLASSIFICATION	OWNER PORTION	CITY PORTION	ESTIMATED TOTAL COST
<u>Eligible Improvements</u>			
Excavation	\$ 500	\$ 500	\$ 1,000
Doors (exterior)	425	425	850
Windows	1,000	1,000	2,000
Siding	<u>1,500</u>	<u>1,500</u>	<u>3,000</u>
Total Cost	\$ 3,425	\$ 3,425	\$ 6,850
<u>Non-Eligible Improvements</u>			
Total (no breakdown required)			<u>\$10,500</u>
TOTAL COST			\$17,350

If you have questions about the eligibility of your proposed work, please contact the Planning Department at 435-615-5060.

What types of improvements are eligible? Listed below are some examples of eligible and non-eligible improvements. Improvements should be completed in compliance with *The Secretary of the Interior's Standards for Rehabilitation*.

Eligible Improvements include, but are not limited to:

*masonry repair	*porch repair	*structural stabilization
*siding	*exterior trim	*windows
*exterior doors	*foundation work	*cornice repair
*retaining walls of historic significance/steps/stairs		

Maintenance items, such as exterior painting and new roofing, are the responsibility of the homeowner, but may be considered under specific circumstances.

Non-Eligible Improvements include but are not limited to:

*interior remodeling	*interior paint	*additions
*signs	*repair of non-original features	
*interior lighting/plumbing fixtures	* landscaping/concrete flatwork	

The award of grant funds does not preclude the requirement for design review. If you are proposing extensive rehabilitation, you may be required to present your application to the Planning Department for review and approval.



Park City Municipal Corporation

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HISTORIC DISTRICT GRANT APPLICATION

RESTORATION AND REHABILITATION WORK

HISTORIC PRESERVATION BOARD

Awarded _____

Denied _____

DATE SUBMITTED _____

BUILDING PERMIT _____

FUNDS RELEASED _____

Any owner of an historic residential or commercial structure in Park City may apply. The matching grant will be used toward specific rehabilitation projects. Application must be submitted to the Planning Department by the 10th of the month in order to be presented to the Historic Preservation Board for review the following month. Please fill out this application completely and accurately. If you are uncertain of the status of your property, please contact the Planning Department.

I. PROJECT INFORMATION

Name: _____

Address/Location: _____

Legal Description: Tax ID _____

Subdivision & Lot #, or Survey, Lot & Block # _____

II. APPLICANT

Name: _____

Mailing Address: _____

Phone #: _____ Fax #: _____ E-mail _____

If you have any questions regarding the requirements on this application please contact a member of the Park City Planning staff (435) 615-5060.

III. BREAKDOWN OF ESTIMATED COSTS

Applicant:

Address of Historic Property:

Scope of Work

Owner's Portion

City's Portion

Estimated Total Cost

This image shows a full page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook paper. There are no margins, text, or other markings on the page.

Total Estimated Cost

(attach copies of bids and attach additional sheets as necessary)

V. ACKNOWLEDGMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review the week prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant: _____
Name of Applicant (please print) _____
Mailing Address _____
Phone _____ Fax _____
E-mail _____
Type of Application _____

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action.

Name of Applicant (please print) _____
Mailing Address _____
Street Address/Legal Description of Subject Property: _____

Signature _____ Date _____

1. If you are not the fee owner, attach another copy of this form that has been completed by the fee owner, or a copy of your authorization to pursue this action.
2. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing this action.
3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership.

Please Note: This affirmation is not submitted in lieu of sufficient title evidence. You will be required to submit a title opinion, certificate of title, or title insurance policy showing your interest in the property prior to final action.

**HISTORIC DISTRICT
GRANT PACKET**

**INFORMATION GUIDE
AND APPLICATION**

HISTORIC DISTRICT GRANT INFORMATION GUIDE

In 1987, the Park City Historic District Commission and City Council identified the preservation of Park City's historic resources as one of their highest priorities. The Grant Program has operated continuously since that time with the full support of subsequent City Councils and Preservation Boards.

How does the Grant Program work?

Grants are available for historic residential or commercial structures listed on the Park City Historic Site Inventory (HSI). The purpose of the grant is to assist in offsetting the costs of rehabilitation work. Grants are to be used toward specific rehabilitation projects.

Primary residents (either the homeowner or a full time renter) may be awarded up to fifty percent (50%) of total eligible construction costs, while homes which are used as a secondary-home or nightly rental may be awarded up to thirty-five percent (35%) of total eligible construction costs. Commercial property owners are eligible for up to fifty percent (50%) total eligible construction costs.

When can you apply for a grant?

Grant applications must be submitted before the rehabilitation work has begun and prior to the issuance of a building permit. Applications can be submitted at any time; however, applications are reviewed quarterly by the Historic Preservation Board (HPB): January, April, July, and October. Applications should be submitted at least one (1) month prior to the HPB meeting.

When does the review process take place?

The Historic Preservation Board will review applications and will award grant funds on a quarterly basis. Funds will be allocated on a case-by-case basis and awarded to projects that provide a community benefit of preserving and enhancing the historic architecture of Park City. The Historic Preservation Board may award grants up to \$15,000. Grants exceeding \$15,000 will require the Historic Preservation Board to forward a positive recommendation to City Council. City Council will then review the grant application as part of their consent agenda.

What must be included in the application?

- Completed Historic District Grant Application.
- Written Scope of Work & Specifications
- Submittal of cost estimate including three (3) bids
- Breakdown of estimated cost of the scope of work
- Drawings as they apply to specific work
- Color photographs of existing conditions
- Brief history of the structure

Are there special terms to the Grant program?

Grant recipients are required to sign a Historic Grant Program Agreement, Trust Deed, and Trust Deed Note that is tied to the affected property. If the property is sold within five years, grant funds are repaid at a pro-rated amount, plus interest.

What items are eligible for grant funds?

See the eligibility chart listed on the following page that outlines examples of eligible and non-eligible improvements. All improvements should be completed in compliance with *The Secretary of the Interior's Standards for Rehabilitation*.

SUBMITTAL REQUIREMENTS

1. Completed **Historic District Grant Application** form.
2. Written **Project Description** describing the proposed scope of work and specifications. Include a detailed scope of work, as well as the anticipated start date and completion date.
3. Submittal of a **Cost Estimate** for the proposed work, including three (3) bids.
4. **Breakdown of Estimated Costs** of the proposed eligible improvements (pages 7).
5. Schematic, conceptual **Drawings** as they apply to the proposed project. This will include site plans, elevations, and floor plans

NOTE: Your project will require design review and approval by the Park City Planning Department. At the time of application for the building permit, detailed construction plans prepared by a licensed architect, engineer and/or building contractor will be required.

6. **Color Photographs** of existing conditions. Include a general view of the building and setting; the front; perspective view showing front façade and one side, and rear façade and one side; detailed view of affected work area.
7. **Brief History** of the structure including, but not limited to, prior owners or occupants.

APPLICATION PROCESS

Listed below is a brief description of the grant application process:

1. Prepare grant application (the Planning Staff can advise you during this step so that you submit a thorough application).
2. Submit grant application to the Planning Department. Grants will be reviewed by the Historic Preservation Board (HPB) on a quarterly basis: January, April, July, and October.
3. The HPB will review the application and may:
 - a) approve the project;
 - b) approve the project subject to conditions that will be enforced by the Planning Staff;
 - c) remand the application to the applicant for further details or revisions; or
 - d) deny the project
4. The HPB may award the project up to \$15,000. Should the grant award be greater than \$15,000, the HPB will need to forward a positive recommendation to City Council. City Council will then review the grant application on their consent agenda approximately three (3) weeks after the HPB hearing.
5. Finalize work with the Planning Department Staff and submit plans for a building permit;
6. Obtain a building permit and arrange for inspections by the building inspectors as the project progresses;
7. Upon completion of work and final inspections, submit **proof of payment** to the Planning Department for disbursement of funds. You must provide proof that your contractor(s) have been paid in full. *This is a matching funds grant and provides reimbursement to you.*
8. Sign the Historic Grant Program Agreement, Trust Deed, and Trust Deed Note that is tied to the affected property. If the property is sold within five years, grant funds are repaid at a pro-rated amount, plus interest.

SAMPLE—BREAKDOWN OF ESTIMATED COSTS

This **sample** is included to assist you in completing the breakdown of estimated costs on page 6 of this application. *Please note you will need to provide three (3) separate bids for the proposed work.*

SCOPE OF WORK	OWNER PORTION	CITY PORTION	ESTIMATED TOTAL COST
Eligible Improvements			
Foundation Work			
Excavation	\$1,000	\$1,000	\$2,000
House Lifting	\$2,000	\$2,000	\$4,000
Bracing the House	\$3,000	\$3,000	\$6,000
Doors (Exterior)			
Materials	\$425	\$425	\$850
Labor	\$100	\$100	\$200
Windows			
Materials	\$1,000	\$1,000	\$2,000
Labor	\$500	\$500	\$1,000
Siding			
Asbestos Removal	\$2,250	\$2,250	\$5,000
Wood Siding Restoration	\$1,000	\$1,000	\$1,000
New Materials	\$500	\$500	\$1,000
Paint	\$500	\$500	\$1,000
Total Cost	\$12,275	\$12,275	\$24,550
Non-Eligible Improvements			
Total (no breakdown required)			\$10,500
TOTAL COST			\$35,050

If you have questions about the eligibility of your proposed work, please contact the Planning Department at 435-615-5060.

ELIGIBILITY GUIDE

To qualify for a grant:

- The building/structure must be identified on the City's Historic Sites Inventory.
- Grant recipients must own the residential or commercial structure for at least five (5) years after the grant funded work is completed. Grant recipients who sell or move out of their homes before the five years have elapsed will be required to return the grant on a pro-rated basis.
- Work must commence no more than thirty (30) days from the execution of the grant and must be completed within twenty-four (24) months after the start date.

Eligible improvements include:

- Cladding repair
- Siding
- Masonry repair
- Cornice repair
- Architectural ornamentation restoration/repair
- Exterior trim repair
- Restoration of historic retaining walls
- Restoration/repair of historic windows and doors
- Weatherization of historic windows and doors
- Porch repair/restoration
- Foundation repair/restoration (new foundations may be raised or lowered no more than 2' from their original floor elevations)
- Structural stabilization
- Abatement of hazardous materials
- Stabilization/Preservation of Industrial Mine Structures

Non-eligible improvements include:

- Interior remodeling
- Repair of non-original features
- Interior paint
- Signs
- HVAC/Mechanical System upgrades
- Additions
- Landscaping/concrete flatwork
- Relocating and/or moving historic structures to a new site or location on the existing site
- Any restoration work covered/funded by insurance

Maintenance items are the responsibility of the homeowner but may be considered under specific circumstances such as:

Painting:

- Is essential to protect the existing wood siding and ensure a longer lifespan for the structure;
- Is part of a comprehensive siding replacement proposal;
- Will significantly enhance the character of the structure.

Roofing:

- Currently has an inappropriate material;
- Has historic material that is exposed and/or is in obvious disrepair;
- Is significantly visible from the public right-of-way;
- Is a significant design element for the historic structure.

PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 MARSAC AVE ° PO BOX 1480
PARK CITY, UT 84060
(435) 615-5060



HISTORIC DISTRICT GRANT APPLICATION

For Office Use Only

HISTORIC PRESERVATION BOARD

PROJECT PLANNER

APPLICATION #

APPROVED

DATE RECEIVED

AMOUNT

EXPIRATION

DENIED

BLDG PERMIT

PROJECT INFORMATION

NAME:

ADDRESS:

TAX ID:

OR

SUBDIVISION:

OR

SURVEY:

LOT #:

BLOCK #:

APPLICANT INFORMATION

NAME:

MAILING

ADDRESS:

PHONE #:

() -

FAX #:

() -

EMAIL:

APPLICANT REPRESENTATIVE INFORMATION

NAME:

PHONE #:

() -

EMAIL:

BREAKDOWN OF ESTIMATED COSTS

[illegible][illegible][illegible][illegible]

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review three days prior to any public hearings or public meetings. This report will be on file and available at the Planning Department in the Marsac Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant: _____
Name of Applicant: _____
Mailing Address: _____
Phone: _____ Fax: _____
Email: _____
Type of Application: _____

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action. I further affirm that I am aware of the City policy that no application will be accepted nor work performed for properties that are tax delinquent.

Name of Owner: _____
Mailing Address: _____
Street Address/ Legal Description of Subject Property: _____

Signature: _____ Date: _____

1. If you are not the fee owner attach a copy of your authorization to pursue this action provided by the fee owner.
2. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing the action.
3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership
4. If a Home Owner's Association is the applicant than the representative/president must attaché a notarized letter stating they have notified the owners of the proposed application. A vote should be taken prior to the submittal and a statement of the outcome provided to the City along with the statement that the vote meets the requirements set forth in the CC&Rs.

Please note that this affirmation is not submitted in lieu of sufficient title evidence. You will be required to submit a title opinion, certificate of title, or title insurance policy showing your interest in the property prior to Final Action.

PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 11 - Historic Preservation**15-11-4**

- (C) Utah State Division of History.
- (D) Park City Historical Society.
- (E) American Institute of Architects (AIA).
- (F) The National Alliance of Preservation Commissions.
- (G) American Planning Association (APA)

(Amended by Ord. Nos. 06-35; 09-23)

**15-11-9. PRESERVATION
POLICY.**

It is deemed to be in the interest of the citizens of Park City, as well as the State of Utah, to encourage the preservation of Buildings, Structures, and Sites of Historic Significance in Park City. These Buildings, Structures and Sites are among the City's most important cultural, educational, and economic assets. In order that they are not lost through neglect, Demolition, expansion or change within the City, the preservation of Historic Sites, Buildings, and Structures is required. This section is intended to provide an incentive for identification and preservation of Historic Buildings, Structures or Sites that may occur within the Park City Historic District, as well as those that may be located outside the Historic District.

- (A) **HISTORIC PRESERVATION PLAN.** The Planning Department is authorized to require that Developers prepare a Historic Preservation Plan as a

condition of approving an Application for a Building project that affects a Historic Structure, Site or Object. The Planning Director and the Chief Building Official, or their designees, must approve the Historic Preservation Plan.

- (B) **GUARANTEE REQUIRED.** The Planning Department is also authorized to require that the Applicant provide the City with a financial Guarantee to ensure compliance with the conditions and terms of the Historic Preservation Plan.

- (C) **TERMS OF GUARANTEE.** The Guarantee shall be similar in form to other Guarantees required by this title and shall consist of an Escrow deposit, a cash deposit with the City, a letter of credit or some combination of the above as approved by the City, including but not limited to a lien on the Property.

- (D) **AMOUNT OF THE GUARANTEE.** The amount of the Guarantee shall be determined by the Chief Building Official, or his designee. The Building and Planning Departments shall develop standardized criteria to be used when determining the amount of the Historic preservation Guarantee. Such amount may include additional cost or other penalties for the destruction of Historic material(s).

- (E) **EFFECT OF NON-COMPLIANCE.** If the Developer does not comply with the terms of the Historic Preservation Plan as determined by the Chief Building Official and the Planning Director, or their designees, the City shall have the right to keep the funds of the Guarantee,

including the ability to refuse to grant the Certificate of Occupancy and resulting in the requirement to enter into a new Historic Preservation Plan and Guarantee. The funds of the Guarantee shall be used, in the City's discretion, for Historic preservation projects within the City.

(F) RELEASE OF GUARANTEE.

The Guarantee shall not be released prior to the issuance of the final Certificate of Occupancy or at the discretion of the Chief Building Official and Planning Director, or their designees, based on construction progress in compliance with the Historic Preservation Plan.

(Amended by Ord. Nos. 09-09; 09-23)

15-11-10. PARK CITY HISTORIC SITES INVENTORY.

The Historic Preservation Board may designate Sites to the Historic Sites Inventory as a means of providing recognition to and encouraging the Preservation of Historic Sites in the community.

(A) CRITERIA FOR DESIGNATING SITES TO THE PARK CITY HISTORIC SITES INVENTORY.

(1) **LANDMARK SITE.** Any Buildings (main, attached, detached, or public), Accessory Buildings, and/or Structures may be designated to the Historic Sites Inventory as a Landmark Site if the Planning Department finds it meets all the criteria listed below:

(a) It is at least fifty (50) years old or has achieved Significance in the past fifty (50) years if the Site is of exceptional importance to the community; and

(b) It retains its Historic Integrity in terms of location, design, setting, materials, workmanship, feeling and association as defined by the National Park Service for the National Register of Historic Places; and

(c) It is significant in local, regional or national history, architecture, engineering or culture associated with at least one (1) of the following:

(i) An era that has made a significant contribution to the broad patterns of our history;

(ii) The lives of Persons significant in the history of the community, state, region, or nation; or

(iii) The distinctive characteristics of type, period, or method of construction or the work of a notable

Part I: Historic District Grant Program

The Historic District Grant Program awards matching grants to assist property owners in maintaining and preserving their historic commercial and residential structures. Grant funds are applied to exterior improvements only, and all work must comply with the Design Guidelines for Historic Districts and Historic Sites. The policy outlines the many ways property owners and the City can work together to preserve Park City's historic sites and structures.

A. Goals

1. Offset the costs of rehabilitation work in the City's two (2) National Register Historic Districts
2. Provide funding to projects that provide a community benefit through historic preservation
3. Inspire greater preservation of Park City's historic sites and structures

B. Objectives

1. Inspire citizen involvement and appreciation for the historic preservation of Park City's sites and structures.
2. Encourage the preservation of historic sites and structures in the City's two (2) National Register Historic Districts.
3. Promote projects that preserve and enhance the historic architecture of Park City.
4. Further projects that meet the Design Guidelines for Historic Districts and Historic Sites

C. General Rules

1. The applicant must apply for a Historic District Grant prior to the start of any construction work. The application must include a written scope of work and specifications, cost estimate, drawings as they apply to the specific work, color photographs, and a brief history of the structure.
2. The Historic Preservation Board (HPB) will review grant applications on a quarterly basis. The HPB may award grants up to \$15,000. Those grants exceeding \$15,000 will require the HPB to forward a positive recommendation to City Council; these recommendations will be reviewed as part of the City Council consent agenda.
3. Any total grant awards greater than the budgeted amount allocated for the Lower Park Avenue and Main Street RDAs will be approved and adjusted as part of the year-end budget process.
4. Upon completion of the work and final inspections, the grant applicant will submit proof of payment to the Planning Department for disbursement of funds.
5. Following receipt of the grant funds, the grant recipient will sign a Historic Grant Program Agreement, Trust Deed, and Trust Deed Note on the affected property. If the property is sold within five (5) years, grant funds are repaid at a pro-rated amount plus interest.

D. Eligibility

1. Applicant Eligibility
 - a. Any historic property owner may apply for the Historic District Grant Program. Primary residents (either the homeowner or a full time renter) may be awarded up to fifty percent (50%) of their construction costs, while homes which are used as secondary-home or nightly rental may be awarded up to thirty-five percent (35%) for the total cost

of the eligible improvements. Commercial property owners will be eligible to receive up to fifty percent (50%) of their construction costs.

2. Eligible Improvements

- a. Improvements shall be completed in compliance with the Secretary of the Interior's Standards for Rehabilitation and include exterior work such as siding, windows, foundation work, masonry repair, structural stabilization, exterior trim, exterior doors, cornice repair, porch repair, retaining walls, as well as historic steps and stairs. The Historic Preservation Board may identify additional eligible improvements (such as Physical Conditions Reports and Preservation Plans, etc.) as necessary; these improvements shall be noted on the Historic District Grant Application.

City Council Staff Report



Subject: Transportation Master Plan
Author: Kent Cashel, Transportation Planning Director
Brooks T. Robinson, Senior Transportation Planner
Department: Transportation Planning
Date: October 9, 2014
Type of Item: Work Session Discussion

Summary Recommendations:

Council should review this report, discuss the goals\metrics\report card and action plan, and re-confirm the policies and direction established in the Transportation Master Plan.

Topic/Description:

City Council adopted the Transportation Master Plan (TMP) on October 6, 2011. The Plan set out certain targets in order to develop a more robust multi-modal transportation system. The Introduction to the Plan states:

“As Park City and its surrounding area becomes an increasingly popular place to live, work, and recreate, the demands on its transportation system begin to take on a higher priority among city leaders. This transportation plan is intended to address multi-modal transportation needs of Park City to the year 2040. To that end, there are three “themes” that emerged about the nature of transportation, traffic congestion and Park City’s future transportation vision during this process.

- *Traffic congestion on “Gateway Corridors” (SR-224 and Kearns Boulevard) should not be a limiting factor to growth in Park City.*
- *Multi-modal approaches to traffic management beginning on Gateway corridors and continuing in Park City will be necessary to avoid traffic problems that put quality of life in conflict with sustainable growth.*
- *This approach requires Park City to accept some level of traffic congestion and that this level must continually be evaluated and balanced with overall community support.*

These themes form the foundation for this transportation plan. This plan outlines a series of steps that embrace a multi-modal approach which establish a path for mid-term and long-term evolution towards a transportation environment that is less reliant on the single-occupant vehicle.”

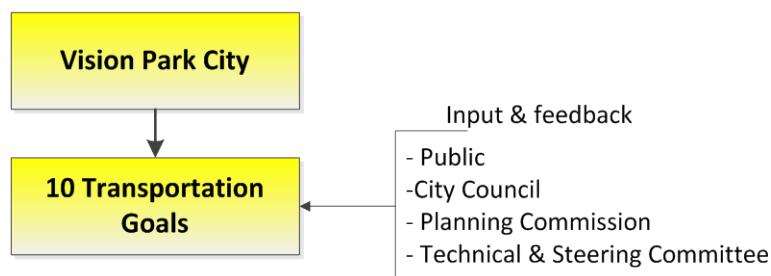
This report summarizes many elements of the City’s Transportation Plan. A complete copy of the plan can be found online at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12390>

Transportation System Goals

The adopted plan sets out ten goals developed through a lengthy and methodical process that examined and incorporated the findings of Vision Park City, as well as significant input provided by the Park City Council, Park City Planning Commission, the study, technical and stakeholder committees, and the general public (provided at two public open houses and two City Council meetings).

Transportation Master Plan



The above graphic depicts the development of the Transportation Master Plan Goals. These ten goals establish that Park City's transportation system will:

1. Provide a multimodal transportation system with complete streets and balanced availability of pedestrian, bicycle, transit and auto travel.
2. Provide residents, workers, visitors and guests with access to convenient transit for circulation throughout the City.
3. Provide residents, workers, day visitors and guests with efficient, direct and convenient regional transit connections from and to area resorts, Salt Lake and Utah Counties, and other communities of the Wasatch Back.
4. Provide for a complete and well-connected network of trails, bicycle lanes and sidewalks that supports safe, convenient and pleasant walking and bicycling to accommodate the needs of residents, visitors, and guests for short trips within the City and surrounding neighborhoods.
5. Provide for mobility and accessibility as good or better than today while achieving a net reduction in the amount that each person drives a car.
6. Provide for a well-maintained street network, with streets that are not significantly wider than today and without a significant increase in lane mileage.

7. Contribute positively to public health and quality of life by achieving a high level of travel safety and by creating an environment that supports active living.
8. Contribute positively to improved environmental, social and economic sustainability of the community.
9. Support development of clustered and diverse land use centers by providing convenient multimodal access to each center concurrent with its development.
10. Incorporate system management and demand management techniques to minimize the financial burden and environmental impact of local transportation facilities.

These goals and the City's Transportation Master Plan are non-traditional in that they do not focus on increasing road capacity in order to move a single occupant car from point A to point B faster. Rather than focusing on improving the convenience of auto travel the ten goals set forth in the plan strongly emphasize:

- Shifting individuals out of single-occupancy vehicles and into other modes of travel
- Increasing transit frequency and coverage
- Improving pedestrian and bicycle infrastructure
- Increasing mobility but reducing car travel
- Expanding pavement footprint only as a "last resort"
- Safety and active living
- Reducing environmental impacts
- The use of Transportation Demand Management (TDM) strategies and tactics

2040 Transportation System Targets

Thirty one (31) Transportation System targets (metrics) were established (2-4 for each goal). These metrics fulfill two purposes:

1. The metrics serve as inputs into the City's transportation model (discussed later in this report).
2. The metrics will be measured and reported in an annual Report Card which will enhance City accountability for results and determine which areas require action plan adjustments.

The metrics (or targets) associated with each goal are detailed below:

GOAL 1. Park City will have a multimodal transportation system with complete streets and balanced availability of pedestrian, bicycle, transit and auto travel.

Strategic Objectives by 2040:

- a) Drive-alone mode share for trips on gateway corridors into Park City jobs will decrease to 50 percent (from over 70 percent today).
- b) The percentage of housing units within ¼ mile from transit routes (while maintaining transit service standard of minimum four units/acre) and paved multiuse trails will increase to 100 percent (from approximately 80 percent and 60 percent, respectively, today).
- c) Changes to individual street cross sections will be addressed on a case by case basis but will put city-wide emphasis on providing “complete street” infrastructure that supports walking, biking, transit, and carpools over single occupant vehicles.

GOAL 2. Park City’s residents, workers, visitors and guests will have access to convenient transit for circulation throughout the City.

Strategic Objectives by 2040:

- a) Daily bus hours of local transit service in Park City will increase to 450 hours (from approximately 200 hours today).
- b) Peak hour frequency on Park City’s spine transit network will reach 10 minutes and support timed transfers to regional transit service.
- c) Transit travel times will remain within 10 minutes of drive times on major origin destination pairs within Park City.

GOAL 3. Park City’s residents, workers, day visitors and overnight guests will have efficient, direct and convenient regional transit connections from and to area resorts, Salt Lake and Utah Counties, and other communities of the Wasatch Back.

Strategic Objectives by 2040:

- a) Average daily bus hours of regional transit service connecting Park City to points within Salt Lake, Utah, Wasatch Counties, and other parts of Summit County will reach 350 hours (from approximately 85 hours today).
- b) Weekday commuter transit service will efficiently connect Park City with at least five other cities/communities in the Wasatch Front and Back as demand dictates.
- c) Annual ridership will grow to exceed 5 million passengers (from under 2 million today).
- d) Park City will build and/or support, through transit service and rideshare programs, continued expansion of intercept park-and-ride facilities at all gateway corridors.

GOAL 4. Park City will have a complete and well-connected network of trails, bicycle lanes and sidewalks that supports safe, convenient and pleasant walking and bicycling to accommodate the needs of residents, visitors, and guests for short trips within the City and surrounding neighborhoods.

Strategic Objectives by 2040:

- a) All of the primary bicycle corridors identified in the Park City Transportation Master Plan will be completed and open to use and redundant systems for multiple users will be planned and initiated.

- b) At least 75 percent of the linear mileage of secondary bicycle corridors identified in the Park City Transportation Master Plan will be completed and open to use.
- c) Park City will establish roadway automobile capacity trigger points on major roadways (commercial collectors and arterials) that will require a proactive review of the roadway cross section with emphasis on providing “complete streets” which improve serving balanced modes of users either directly on the corridor or on parallel corridors.

GOAL 5. Mobility and accessibility in Park City will be as good or better than today while achieving a net reduction in the amount that each person drives a car.

Strategic Objectives by 2040:

- a) Park City VMT will be tracked based on automobile counts at the major gateway corridors and will not increase faster than Park City housing or job growth.
- b) Park City will track the automobile drive time between three major internal origin destination pairs on an annual basis and will mitigate traffic congestion when travel times increase above 10 percent on any given year.
- c) Park City will track the ratio of drive time to bicycle travel time and transit travel time between three major internal origin destination pairs and will take proactive steps to maintain increasing ratios.

GOAL 6. Park City’s street network will be well-maintained, with streets that are not significantly wider than today and without a significant increase in lane mileage.

Strategic Objectives by 2040:

- a) Lane miles of Park City streets will not exceed 250 (from 200 today, not including Park City Heights). This objective does not reflect new roads in potential annexation areas.
- b) Park City will track pavement condition on a continuous basis using a Remaining Service Life (RSL) scale with 20 years being the best possible condition. Park City collector and higher functioning streets will have an RSL of no less than 8.0.
- c) All elements of the transportation system including street furniture, transit equipment, signs, striping, etc. will be kept in good condition.

GOAL 7. Park City’s transportation system will contribute positively to public health and quality of life by achieving a high level of travel safety and by creating an environment that supports active living.

Strategic Objectives by 2040:

- a) The crash rate for reported traffic crashes within Park City will be no more than 3.5 crashes per million vehicle miles.
- b) Park City will take positive steps to react to all fatalities resulting from traffic crashes with a goal of achieving zero fatalities within Park City.
- c) Park City will establish a bicycle and pedestrian count program on at least five major trail corridors on the primary network and will achieve incremental increases of over 25 percent with the completion of major corridors and steady increases of over 10 percent per year.
- d) Park City Engineering will coordinate with police and public safety services to provide annual crash statistics on the street system.

GOAL 8. Park City's transportation system will contribute positively to improved environmental, social and economic sustainability of the community.

Strategic Objectives by 2040:

- a) Annual petroleum consumption by surface transportation within Park City will be no more than 470,000,000 kBTU equivalent (from approximately 570,000,000 kBTU equivalent today).
- b) Annual greenhouse gas emissions from surface transportation with Park City will be no more than 50,000 short tons (approximately equal to today).
- c) Parking pricing, transit fares, and other cost incentives will be used to minimize or decrease the growth in overall vehicle miles traveled (VMT) while supporting a strong and growing Park City visitor base.

GOAL 9. Park City's transportation system will support development of clustered and diverse land use centers by providing convenient multimodal access to each center concurrent with its development.

Strategic Objectives by 2040:

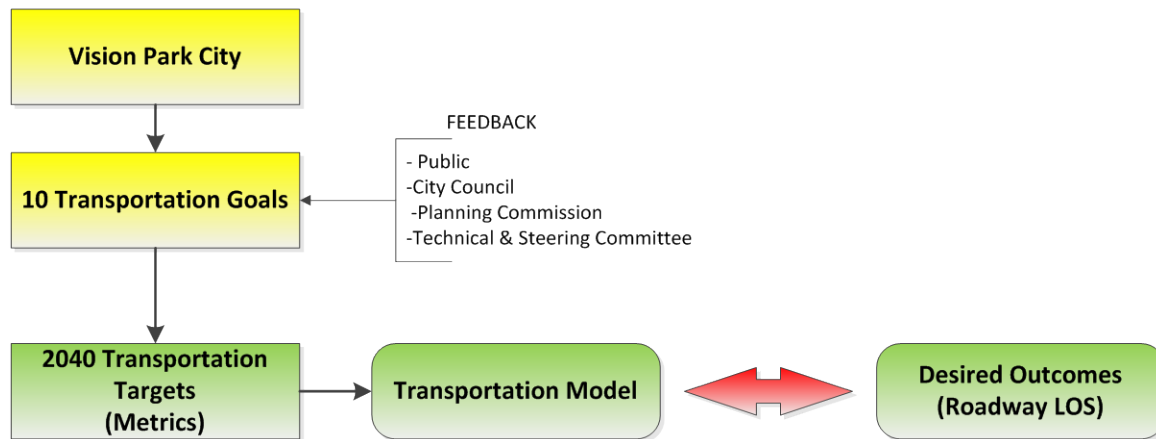
- a) Major new land developments (of greater than 200 additional Equivalent Residential Units) will be required to provide clustered and diverse land uses in order to minimize their impact on transportation infrastructure.
- b) Major new land developments (of greater than 200 additional Equivalent Residential Units) will not be approved unless or until concurrent transportation facilities, services, and infrastructure can be in place to offer balanced modal use (transit, trails, and high occupant vehicles).

GOAL 10. Park City will use system management and demand management techniques to minimize the financial burden and environmental impact of local transportation facilities.

Strategic Objectives by 2040:

- a) Traffic flows on Park City roads and streets (including state highways) will be managed for efficient multimodal operations through comprehensive signal synchronization and use of intelligent transportation systems (ITS) technologies such as variable and demand-based pricing, real time parking and transit information, etc.
- b) Park City's festivals and special events will feature coordinated transportation strategies that minimize impacts of vehicular traffic while fostering growth in economic benefits.
- c) Park City will be viewed as an innovator in offering effective travel demand management incentives through both public and private programs.

Transportation Master Plan



The above graphic depicts how the Transportation Targets, Transportation Model, and Roadway LOS fit into the Transportation Master Plan.

The Transportation Model

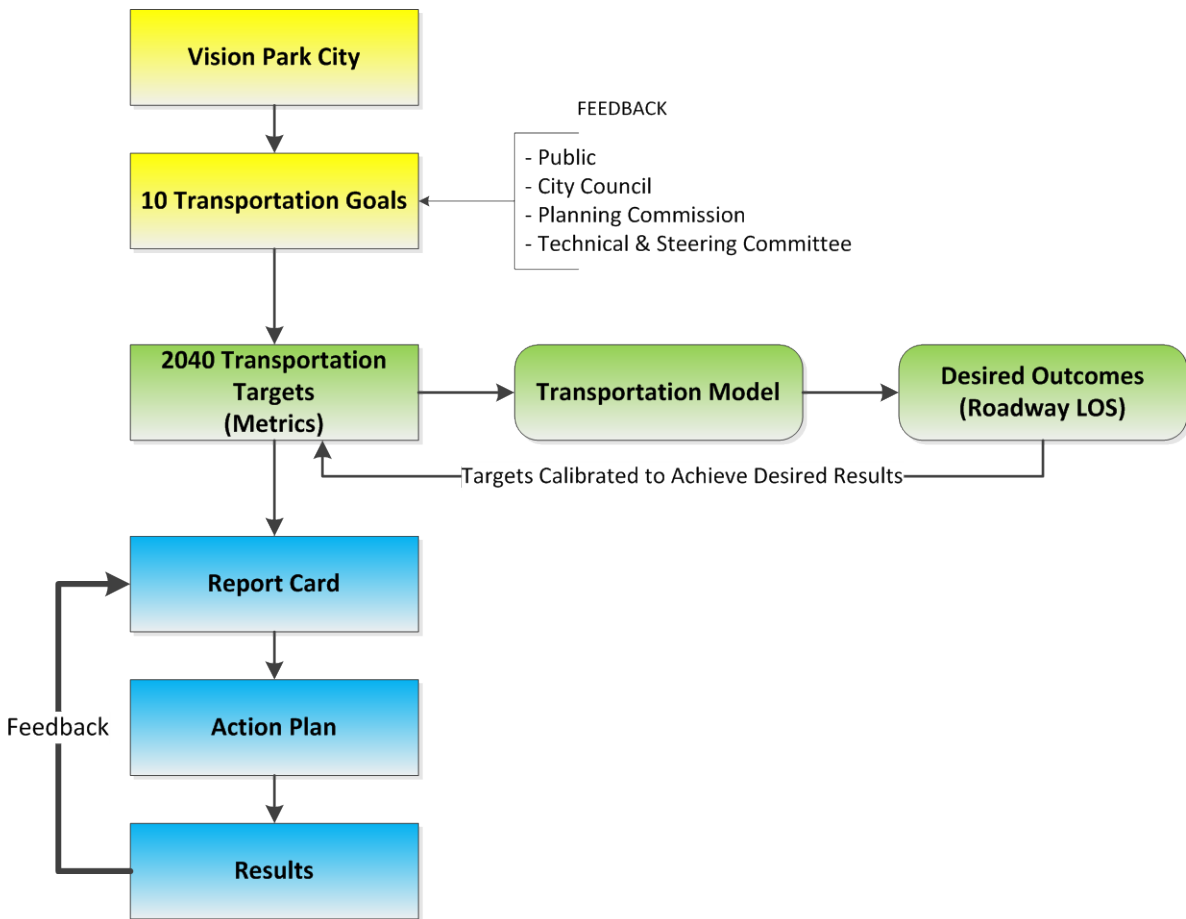
A travel model was created by InterPlan Transportation Consultants as part of the TMP. This model utilizes traffic, employment, land use, population, and economic data to forecast the amount of travel in the future (in this case 2020 & 2040). The model then determines:

- Where these trips begin and end.
- Which of the four different modes (pedestrian, bicycle, auto and transit) these trips will use.
- Which route these trips will use.

Desired Outcomes (Roadway Level of Service)

The model described above forecasts what the impact of the incremental future travel will have on the transportation network. Transportation planners use a measurement called level of service to determine if system or traffic demand management techniques or additional infrastructure are required to keep the level of service in an acceptable range.

Transportation Master Plan



The graphic above depicts how the Report Card, Action Plan and results fit into the Transportation Master Plan.

The Report Card

The Report Card is a document within which the Transportation Planning staff will annually track, analyze and report the results of the 31 targets. This Report Card will provide a feedback loop to Council and staff on whether the current “Action Plan” is adequately moving the City towards its 2040 TMP targets, and if not, will focus efforts on the area of the Action Plan that needs improvement.

Action Plan & Results

Staff will carefully review the Report Card each year as it is completed. Staff will then develop an amended action plan for each of those areas that the Report Card indicates adequate progress towards the 2040 target is not being achieved. The Report Card and associated action plan will be forwarded to Council as part of a manager’s report and/or work session depending on that year’s outcome.

Analysis:

Staff has collected Report Card data for the past couple of years and has found no appreciable changes since the TMP was written. A summary of the Report Card is found below (a complete copy of this year's TMP Report Card is attached to the back of this report).

Report Card

The Report Card indicated that the following 2040 targets require additional attention.

- Single Occupant Vehicle Share too High
- Transit Time to Drive Time Ratio too Low
- Bicycle Time to Drive Time too Low
- Local Bus Daily Service Hours
- Regional Bus Local Service Hours
- New TDM Implementation
- Estimated Petroleum Use & Greenhouse Gas Emissions

Action Plan

The action plan attached to the back of this report has been amended to address each one of the targets identified above.

Single Occupant Vehicle Share too High:

With single occupant vehicles making up 70% of peak hour traffic on SR-224 and 76% of peak traffic on SR-248 it is clear additional actions will be required to achieve the 50% target by 2040.

Staff thinks it is critical that the City develop a plan to play a lead role in organizing business districts and major employers in the formation of a Transportation Management Association (TMA). The TMA will then guide the development and implementation of Transportation Demand Management (TDM) measures (e.g., paid parking, car-pool, van-pool, ride-share programs).

Transportation Planning Staff, depending upon Council feedback, will begin to develop this plan immediately and submit requests for any required resources as part of the FY 2016 BFO budgeting process (anticipated completion March 31, 2015).

Transit & Bike Time to Drive Time Ratios too Low:

These ratios measure the competitiveness of Transit and Bike travel time to that of automobile travel time. The City's goal is to convince individuals to travel via other modes than the automobile. To accomplish this, the Bicycle and Transit modes need to be travel-time competitive. This can be accomplished by:

- Allowing auto travel times to lengthen,
- Shortening transit or bike travel times, or
- A combination of these two approaches.

Strategies to accomplish the above could focus on obtaining dedicated right of way for bicycles and transit, incorporating technologies and capital improvements for transit

(e.g., queue jumper lanes and signal prioritization) or simply waiting for auto travel times to lengthen. Staff recommends the City evaluate and recommend a set of strategies as part of the long range transit plan identified in the “Local and Regional Bus Hours” below.

Local and Regional Bus Hours:

To achieve the 2040 targets adopted in the TMP (300 hours of regional service daily and 450 hours of local service daily), the City will need to add an average of 9.6 hours of daily local service and 10.2 hours of daily regional service annually. The current Short Range Transit Development Plan anticipates some of this service growth. Staff believes the City\County need a long range plan that incorporates these targets and lays out a path to achieve them.

Staff plans to return to Council in January 2015 (following the completion of the Snyderville Basin Transportation Plan) with a scope of work, timeline and estimated budget requirements to complete this long range plan.

New TDM Implementation:

See “Single Occupant Vehicle Share” section above.

Estimated Petroleum Use and Greenhouse Emissions:

These measures indicate the level of impact the transportation system is having on our environment. Reductions in the use of petroleum and the level of greenhouse gasses emitted as the result of our transportation system shall be accomplished through reducing the use of the single occupant automobile and increasing the use of transit, bicycle and pedestrian modes. As such, no specific action plan has been developed for this report card element.

Department Review:

This report has been reviewed by Engineering, Sustainability, City Manager, and Legal.

Alternatives:

A. Approve:

Council should review this report, discuss the goals\metrics\report card and action plan, and re-confirm the policies and direction established in the Transportation Master Plan.

This is Staff’s recommendation.

B. Deny:

Council could review this report, discuss the goals\metrics\report card and action plan, and choose not to re-confirm the policies and direction established in the Transportation Master Plan.

C. Modify:

Council could review this report, discuss the goals\metrics\report card and action plan, and choose to modify the policies and direction established in the Transportation Master Plan.

D. Continue the Item:
Council could defer the item to a later date.

E. Do Nothing:
Council could choose to do nothing.

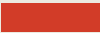
Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Well-utilized regional public transit + Accessibility during peak seasonal times + Safe community that is walkable and bike-able	+ Reduced municipal, business and community carbon footprints	+ Cluster development while preserving open space + Shared use of Main Street by locals and visitors + Physically and socially connected neighborhoods + Diverse population (racially, socially, economically, geographically, etc.)	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Positive 	Very Positive 	Positive 
Comments: The success of the City's TMP is largely dependent upon diverting the forecasted growth in auto travel into other modes (Pedestrian, Bike, and Transit). This shift will not occur without significant effort, policy and regulatory changes, and financial investment to improve the attractiveness and convenience of these other modes.				

Consequences of not taking the recommended action:

The City has traditionally taken a proactive stance in trying to solve problems before they become critical. Transportation and the moving of more people efficiently in and through town could quickly approach critical levels during peak times and will continue to be a social, economic, and political issue in the coming years. This is an issue that was identified in the Vision Park City as a primary concern.

Summary

Goal	Grade	Comment
Complete Streets		
Convenient Transit		
Regional Transit		
Connected Out-of-the-Car		
Increase Mobility & Reduce Car Travel		
No New Mileage		
Promote Safety & Active Living		
Transportation Adds to Community		
Convenient Multi-Modal Access		
System & Demand Management		

Details

2040 Target	2013-14 Performance (June thru May)	Goal Action
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Complete Streets (Goal One)

SR-224 Single Occupancy Vehicle Share	50%	70%	
SR-248 Single Occupancy Vehicle Share	50%	76%	
Percent households within 1/4 mile of transit stop (Density >4 units/acre)	100%	67.1% Total residential households	Creating Base Map with IT for Density
Percent households within 1/4 mile of a Primary Bike Corridor (Density >4 units/acre)	100%	63.3% Total residential households	

Convenient Transit (Goal Two)

Daily Bus Hours (Local Service)	450 Hrs	200.37 Hrs	
Transit Spine Frequency (Fresh Market to OTTC)	10 Min	10	
Regional Spine (Fresh Market to Kimball Junction)	10 Min	30	
PCMR to PCHS (Bus Travel Time minus Drive Time)	10 Min	3:09	
Transit Center to PC MARC (Bus - Drive Time)	10 Min	9:59	
DV to Snow Creek Liquor Store (Bus - Drive Time)	10 Min	13:13	

Regional Transit (Goal Three)

Daily Bus Hours (Regional Service)	350 Hrs	98	
Communities Served	5	SLC, Basin	

Connected Out-of-the-Car (Goal Four)

Primary Bike Corridor Completion (Expected by 2020)	100%	89% (added .7 miles to planned Park & Ride connection, was 94%)	
Secondary Bike Corridor Completion (Expected by 2020)	75%	63% (Royal St addition dropped percentage from 90%)	

Increase Mobility & Reduce Car Travel (Goal Five)

Drive time PCMR to PCHS	6 Min	7:51	
Drive time Transit to PC MARC	7 Min	5:01	
Drive Time DV to Snow Creek Liquor Store	7 Min*	7:47	

Ratios of car to bike and bus travel (Goal Five)

Drive Time/Bike Time (PCMR to PCHS)	More than 1	1.31	
Drive Time/Bike Time (Transit to PC MARC)	More than 1	0.56	Convenience of cars
Drive Time/Bike Time (DV to Snow Creek Liquor Store)	More than 1	0.6	"
Drive Time/Transit Time (PCMR to PCHS)	More than 1	0.71	"
Drive Time/Transit Time (Transit to PC MARC)	More than 1	0.33	"
Drive Time/Transit Time (DV to Snow Creek Liquor Store)	More than 1	0.37	"

*Target seems low based on non-busy times.

No New Mileage (Goal Six)

Total Lane Miles	Less than 250	201	
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Promote Safety & Active Living (Goal Seven)

Crash Rate	Decreasing from 7.9 Baseline	6.98	
Transportation Fatalities	0	0	
McLeod Creek Trail Usage per day	10% Increase	184	Setting Baseline
Poison Creek Trail Usage per day	10% Increase	550	
Rail Trail Usage per day	10% Increase	476	
Dan's to Jan's Sidewalk Usage per day	10% Increase	1080	
Little Kate Sidewalk Usage per day	10% Increase	102	

Transportation Adds to Community (Goal Eight)

Estimated Petroleum Consumption Equivalent kBTU	Decreasing from 570 M Baseline	576.2 M	Increasing
Estimated Annual Greenhouse Gas Emissions short tons	Decreasing from 50,181 Baseline	50,858	Increasing

Convenient Multi-Modal Access (Goal Nine)

Major New Land Developments with infrastructure to meet Goals	N/A	N/A	
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System & Demand Management (Goal Ten)

New ITS Implementation	N/A	Actively Planning	
New TDM Implementation	N/A	No Progress	

KEY	
Not on Target. Modify Action Plan.	
Below Target; needs additional monitoring.	
On Target. No action needed.	

Multi-modal transportation system

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
1-a	Staff will develop a plan for the City to assume lead role in coordinating with business districts and major employers to develop and implement Transportation Management Association (TMA) that will guide Transportation Demand Management (TDM) efforts. Plan and resource requirements will be submitted as part of FY 2016 BFO budgeting process.	Kent Cashel	3/31/2015	
1-b	Both Transit & Trails base map needs to be adjusted to reflect parcels with 4 units per acre or more. Metric may need adjustment after base map corrected	Brooks R.	5/31/ 2015	
1-c	Individual road cross- sections will be addressed on a case by case basis.	Matt Cassel	Ongoing	

Convenient Local Transit

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
2-a	Staff will present Council with a Scope of Work, timeline and estimated budget to complete a long range transit plan.	Kent Cashel	12/31/2014	
2-b	Short Range Transit Development Plan anticipates 20 minute frequency upon completion of Kimball Transit Center 2016-17	Kent Cashel	Ongoing	
2-c	Continue to monitor Bike and transit time to car travel time on 3 identified origin-destination pairs to ensure Bike & Transit time stay within 10 minutes of auto travel time on these pairs.	Kent Cashel	Ongoing	

Regional Transit Connections

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
3-a	Staff will present Council with a Scope of Work, timeline and estimated budget to complete a long range transit plan.	Kent Cashel	12/31/2014	
3-b	Currently serving 2 communities. Short Range Transit Development Plan anticipates adding Kamas and Heber by 2016-17. Kamas Heber Expansion Study completed by 12/31/2014.	Kent Cashel	Ongoing	
3-c	Ridership growth of 72,000 anticipated in 2014 as result of enhanced marketing, expanded late night hours and employee parking shuttles.	Kent Cashel	5/31/2015	
3-d	Continue work with HPCA to develop remote employee parking lots with shuttle service.	Blake Fannesbeck	4/1/2015	

Well Connected Network of Trails

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
4-a	Current Walkability Plan achieves completion of this goal by 2019. Next phase is completion of Dan's to Jans Corridor	Heinrich Deters	10/15/2015	
4-b	Trails needs to formalize secondary trails plan that sets forth goals and targets to achieve this goal.	Heinrich Deters	5/31/2015	
4-c	Transportation Planning Staff will work with Planning, Engineering, Sustainability and Streets Departments to research and establish auto capacity targets for complete streets implementation on commercial collectors and arterials.	Brooks Robinson	10/31/2015	

Mobility & Accessibility

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
5-a	Staff will research and establish a meaningful methodology for gathering job growth data specific to Park City. Current methodology was found to have numerous problems.	Brooks Robinson	5/31/15	
5-b	Continue Monitoring drive times on 3 origin destination pairs in Park City. Increase of 10% in any given year will require mitigation.	Brooks Robinson	Ongoing	
5-c	Staff will develop a set of strategies to bring ratios closer to 1.	Brooks Robinson	1/31/14	

Well Maintained Infrastructure

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
6-a	Continue to annually monitor lane mile growth.	Troy Dayley	Ongoing	
6-b	Continue to monitor pavement RSL annually (2014= 8.64)if it falls below 8 strategy to address shall be developed	Troy Dayley	Ongoing	
6-c	Transit and Parks shall formalize maintenance plans. For all Transit & Transportation infrastructure	Blake Fannesbeck	3/31/14	

Transportation System Contributes Positively to Public Health & Quality of Life

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
7-a	Continue to monitor crash rates per million auto miles.	Phil Kirk	Ongoing	
7-b	0 Fatalities	Phil Kirk	Ongoing	
7-c	Continue to monitor bike and pedestrian counts to achieve required growth. When growth targets are not achieved action plan will be amended.	Heinrich Deters	Ongoing	

Transportation System will Contribute to Sustainability

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
8-a	Reduction in petroleum consumption will need to be accomplished indirectly through achievement of other goals (e.g., Goal 5 reduction in VMT)	NA	NA	
8-b	Reduction in greenhouse gasses will need to be accomplished indirectly through achievement of other goals (e.g., Goal 5 reduction in VMT)	NA	NA	
8-c	Staff will investigate opportunities to expand paid parking and use of intercept lots and present recommendations to City Council.	Kent Cashel	4/15/2015	

Clustered and Diverse Land Use

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
9-a	Staff will coordinate to ensure Transportation Master Plan Land Use goals are incorporated in LMC update currently underway .	Kent Cashel Thomas Eddington	5/31/15	
9-b	Staff will coordinate to ensure Transportation Master Plan Land Use goals are incorporated in LMC update currently underway .	Kent Cashel Thomas Eddington	5/31/15	

System & Demand Management

Goal-Metric	Task\Action	Responsible	Original Deadline	Revised Deadline
10-a	Signal synchronization has been achieved with 100% SCATS system.	Brooks Robinson	Complete	
	Intelligent Transportation System Plan showing locations, milestones and budget completed UDOT agreement in place.	Brooks Robinson	5/31/15	
	Real Time Transit Info fully deployed.	Blake Fannesbeck	5/31/15	
	Real time parking information technology needs to be explored and plan adopted.	Blake Fannesbeck	5/31/15	
10-b	Transportation Planning and Special Events will develop event thresholds and procedures to ensure event transportation plans are reviewed and fully coordinated across City departments.	Brooks Robinson Jason Glidden	4/15/14	
10-c	Develop plan for city to play lead role in organizing business districts and major employers in a Transportation Management Association (TMA) to oversee the implementation of Transportation Demand Management (TDM) strategies. Input plan into BFO process for 2015	Kent Cashel	5/31/15	

City Council Staff Report



Subject: 2013 PIPELINES PROJECT, METALS IMPACTED SOILS
MANAGEMENT AND TESTING SERVICES
PROFESSIONAL SERVICES AGREEMENT –
AMENDMENT NO. 2

Author: Roger McClain, Water Engineer

Department: Public Works - Water

Date: October 9, 2014

Type of Item: Administrative

Summary Recommendation:

Staff recommends Council authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with URS Corporation for Metals Impacted Soils Management and Testing Services for an increase to the contract in an amount not to exceed \$27,500.

Topic/Description:

Construction of the water supply improvements are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality and Infrastructure;
- Maximize efficient use of existing City sources;
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

Background:

On September 5, 2013, the City Manager executed a Professional Services Agreement Minor, in an amount of \$24,600.00, with URS Engineers to provide Metal Impacted Soils Management and Testing Services during construction of the two segments of the 2013 Pipelines Project; 1) Segment A, Wyatt Earp Way Improvements consisting of water piping and walkability improvements within Wyatt Earp Way; and 2) Segment B, consisting of piping to convey Judge Tunnel Water to the Spiro Water Treatment Plant.

As PCMC's representative, URS provides the City with an increased level of environmental monitoring during construction through full-time soils management (including the utilization of on-site X-Ray Fluorescence (XRF) field screening), Soils Handling Plan (SHP) oversight, and fugitive dust monitoring within environmentally sensitive areas to ensure that the pipeline construction meets the City's requirements.

A First Amendment to the Agreement, in the amount of \$33,800, which increased URS's site presence and monitoring services, was approved by City Council on January 9,

2014, and executed by the City Manager. The staff report for the First Amendment can be found at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12233>

Segment A work was been completed and site work on Segment B continues with the construction work being scrutinized by Park City Water Staff and the City's Environmental Regulatory Program Manager. The Contractor has recently submitted a revised progress schedule for Segment B, which reflects project work to continue beyond October 1, 2014, and into 2015. The revised schedule is the result of Contractor workload scheduling, site conditions, and weather conditions, which have slowed the Contractor's progress beyond their initial scheduled projections. The Contractor's proposed schedule remains within the construction contract period.

URS's contract, including Amendment No. 1, is based on the Segment B of the Contractor's initial work schedule, which reflected an October 2014 completion date for work within Soils Handling Plan requirements areas. URS has been on site throughout construction activities when the contractor performed limited work in fall 2013, with work resuming on July 28, 2014, and continuing to date.

With construction work winding down for the season and URS's fee and contract time approaching the existing contract terms, Staff anticipated that URS's contract would be allowed to expire. However, metals impacted soils continue to be encountered during trench excavation. URS's services are critical to meeting the regulatory requirements associated with work and protecting the City from risk and exposure associated with construction and impacted soils. Consequently, Staff has determined the need for continued URS professional services, which requires a contract extension and adjustment to the associated fee contained in the agreement. The proposed Amendment, No. 2, addresses the additional services resulting from the extended construction period. Detailed scope and fee changes are discussed in the Analysis section.

Analysis:

Proposed Amendment to the PSA. Proposed Amendment No. 2, captures additional costs in an amount of \$27,500 (for a total contract amount of \$85,900) for the following scope items that are added to the consultant services:

- Segment B, Additional Services – The extension of on-site monitoring and documentation, including weekly reporting, of soils management & testing in environmentally sensitive areas ensures full compliance with the Soils Handling Plan and enables City Staff to effectively document site conditions during construction activities.

The attached Amendment No. 2, Exhibit A, provides additional information and detailed costs for the above items. Staff feels that these fees are usual and customary with projects of this type, scope, and complexity.

Year 2015 Environmental Services. Staff will be reviewing the Contractor's proposed schedule and the associated environmental monitoring needs for the upcoming 2015

project construction season. If environmental related services are required, Staff anticipates issuing a request for qualifications with an appropriate professional services agreement for the work.

The City's Project Manager, Roger McClain, will be working under the guidance of the Water and Streets Director.

Department Review:

This report has been reviewed by representatives of Public Works, Legal, and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. Approve the Request:

Council could authorize the City Manager to execute the Second Addendum to the Professional Services Agreement, in a form approved by the City Attorney, with URS Corporation, for Metals Impacted Soils Management and Testing Services in an amount not to exceed \$27,500. **(Staff's recommendation)**

B. Deny the Request:

Council could deny the request for the agreement, which could result in a delay to the project as alternate soils management methods are evaluated.

C. Continue the Item:

Council could continue the request for either or both agreements. Continuing the request could result in a delay to the project as alternate soils management methods are evaluated.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would delay the construction of the time-critical project and potentially inability to meet existing water obligations and future water quality requirements.

Significant Impacts:

	Preserving & Enhancing the Natural Environment (Environmental Impact)	Responsive, Cutting- Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Managed natural resources balancing ecosystem needs + Economically and environmentally feasible soil disposal	+ Fiscally and legally sound + Engaged, capable workforce + Engaged and informed citizenry + Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Positive 
Comments:		

Funding Source:

The funding for the project is from water service fees and is part of the approved FY15 budget.

Consequences of not taking the recommended action:

The project components are critical to the operation of the delivery of water to meet State and Federal water quality regulations.

Recommendation:

Staff recommends Council authorize the City Manager to execute the Second Amendment to the Professional Services Agreement, in a form approved by the City Attorney, with URS Corporation for Metals Impacted Soils Management and Testing Services for an increase to the contract in an amount not to exceed \$27,500.

Exhibits:

EXHIBIT A: Metals Impacted Soils Management and Testing Services PSA
URS, Amendment No. 2 Scope of Services and Fee Summary

EXHIBIT A
Metals Impacted Soils Management and Testing Services PSA
URS Corporation, Amendment No. 2
Scope of Services and Fee Summary

The purpose of this Addendum No. 2 is to address additions to the scope of services as described below.

Scope Additions: Specific soils management and testing services have been modified as required to meet the project requirements and needs. The scope of work, as reflected in URS's original Agreement and in Amendment No.1, is based on URS providing services during the construction period, which was anticipated to be completed by October 1, 2014. Actual Contractor activities started on July 28, 2014, and the recently submitted Contractor's progress schedule reflects substantial completion in the area requiring URS's services on November 5, 2014. Addendum No. 2 addresses the remaining site activities during year 2014 construction.

The proposed Amendment No. 2 addresses the additional services resulting from the additional construction period. Therefore, URS is scoped with the following additional services:

1. Segment B, Additional Services – The additional time for full-time on-site monitoring and documentation, including weekly reporting, of soils management and testing in environmentally sensitive areas to ensure full compliance with the Soils Handling Plan and enable City Staff to effectively document site conditions during construction activities.

Fee Adjustment: To address the effort required by the additional scope of services described above, a second amendment in the amount of \$27,500.00 is added to the agreement.

1. Summary Report @ \$115/hr
2. Weekly reporting @ \$75/hr
3. Field Technician @ \$75/hr
4. Field Supervisor visits @ \$115/hr
5. Project Management time @ \$130/hr
6. ODCs - \$1,500

Contract Time Adjustment: To address the effort required by the additional scope of services described above, a second amendment extends the contract period to November 5, 2014.



City Council Staff Report

Subject: Historic District Grant Program
Author: Anya Grahn, Historic Preservation Planner
Thomas Eddington, Planning Director
Department: Planning, GI-12-00190
Date: October 9, 2014
Type of Item: Regular Session

Summary Recommendations:

Staff recommends City Council review and adopt a policy for the administration of the program.

Topic/Description:

As previously noted during the Work Session, the City can no longer fund capital improvement projects with CIP funds for projects or assets the City does not own due to recent changes to government accounting rules (GASB). Historic Preservation Grants fall into this category. In order to continue the Historic Preservation Grant program, as part of the FY2014 budget process (adopted in June 2013), the Finance and Budget Managers moved funding for the program into the operating budget. The budget also now includes two (2) non-departmental operating budgets for both the Main Street and Lower Park Avenue RDA. The direction which has been provided by City Council was that Historic Preservation Grants are a high priority for the City and the RDA. It was recommended that total annual expenditures within the RDA's could exceed the budgeted amount only after approval by City Council. Any adjusted budgeted amount within the RDA would be approved as part of the year-end budget adjustment process.

Staff recommends that City Council adopt a policy for administering and funding the Historic District Grant program.

Analysis:

Staff proposes City Council adopt a policy requiring the Historic Preservation Board to review grants on a quarterly basis. The HPB may award individual grants up to \$15,000; however, no single award is to exceed \$15,000 without the approval of City Council. It is expected that HPB grant recommendations will typically be approved as part of the City Council consent agenda. The sum of the individual grant amounts would be within the allocated budget for the Lower Park Avenue RDA, Main Street RDA, and City-wide (General Fund); however, the amounts within the RDA would be approved as, and adjusted, as part of the year-end budget process.

Staff also recommends that houses lived in by primary residents (those houses in which the homeowner or a renter lives in full time) be awarded up to fifty percent (50%) of their construction costs, while homes which are used as secondary-home or nightly rental (i.e. not lived in by primary residents) be awarded up to thirty-five percent (35%).

Other changes include those to eligible and ineligible improvements.

Department Review:

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

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Multi-seasonal destination for recreational opportunities	+ Reduced municipal, business and community carbon footprints + Enhanced conservation efforts for new and rehabilitated buildings	+ Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors ~ Entire population utilizes community amenities + Community gathering spaces and places	+ Fiscally and legally sound + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive ☐	Very Positive ☐	Very Positive ☐	Positive ☐

Consequences of not taking the recommended action:

By not adopting the recommended changes to the Historic District Grant policy and application process, the City will not be able to continue to fund legally the grant program due to the changes in the government accounting rules (GASB). No preference will be given to primary homeowners over secondary homeowners.

Recommendation:

Staff recommends City Council review the requested changes to the Historic District grant program and adopt an application process and policy for the administration of the program. Council should also review the Historic District Grant Program Eligibility criteria.

Exhibits:

Exhibit A – Proposed Historic District Grant Policy

Part I: Historic District Grant Program

The Historic District Grant Program awards matching grants to assist property owners in maintaining and preserving their historic commercial and residential structures. Grant funds are applied to exterior improvements only, and all work must comply with the Design Guidelines for Historic Districts and Historic Sites. The policy outlines the many ways property owners and the City can work together to preserve Park City's historic sites and structures.

A. Goals

1. Offset the costs of rehabilitation work in the City's two (2) National Register Historic Districts
2. Provide funding to projects that provide a community benefit through historic preservation
3. Inspire greater preservation of Park City's historic sites and structures

B. Objectives

1. Inspire citizen involvement and appreciation for the historic preservation of Park City's sites and structures.
2. Encourage the preservation of historic sites and structures in the City's two (2) National Register Historic Districts.
3. Promote projects that preserve and enhance the historic architecture of Park City.
4. Further projects that meet the Design Guidelines for Historic Districts and Historic Sites

C. General Rules

1. The applicant must apply for a Historic District Grant prior to the start of any construction work. The application must include a written scope of work and specifications, cost estimate, drawings as they apply to the specific work, color photographs, and a brief history of the structure.
2. The Historic Preservation Board (HPB) will review grant applications on a quarterly basis. The HPB may award grants up to \$15,000. Those grants exceeding \$15,000 will require the HPB to forward a positive recommendation to City Council; these recommendations will be reviewed as part of the City Council consent agenda.
3. Any total grant awards greater than the budgeted amount allocated for the Lower Park Avenue and Main Street RDAs will be approved and adjusted as part of the year-end budget process.
4. Upon completion of the work and final inspections, the grant applicant will submit proof of payment to the Planning Department for disbursement of funds.
5. Following receipt of the grant funds, the grant recipient will sign a Historic Grant Program Agreement, Trust Deed, and Trust Deed Note on the affected property. If the property is sold within five (5) years, grant funds are repaid at a pro-rated amount plus interest.

D. Eligibility

1. Applicant Eligibility
 - a. Any historic property owner may apply for the Historic District Grant Program. Primary residents (either the homeowner or a full time renter) may be awarded up to fifty percent (50%) of their construction costs, while homes which are used as secondary-home or nightly rental may be awarded up to thirty-five percent (35%) for the total cost

of the eligible improvements. Commercial property owners will be eligible to receive up to fifty percent (50%) of their construction costs.

2. Eligible Improvements

- a. Improvements shall be completed in compliance with the Secretary of the Interior's Standards for Rehabilitation and include exterior work such as siding, windows, foundation work, masonry repair, structural stabilization, exterior trim, exterior doors, cornice repair, porch repair, retaining walls, as well as historic steps and stairs. The Historic Preservation Board may identify additional eligible improvements (such as Physical Conditions Reports and Preservation Plans, etc.) as necessary; these improvements shall be noted on the Historic District Grant Application.

City Council Staff Report



Subject: 2014 General Obligation Refunding Bonds
Author: Nate Rockwood - Capital Budget, Debt & Grants Manager
Department: Budget, Debt & Grants Department
Date: October 9, 2014
Type of Item: Legislative

Recommendation

Staff recommends that Council approve the attached bond resolution for the 2014 Series General Obligation (GO) Bonds issuance, in an amount not to exceed \$3,540,000, to refund the 2004 Series GO Bonds.

Topic/Description

2014 GO Refunding Bond Resolution

Background

In 2004, the City issued approximately \$9,000,000 in voter approved GO bonds for the purpose of financing Park Improvements, an Ice Facility, and obtaining Open Space. These bonds are now callable, meaning they can be redeemed by the issuer prior to maturity and reissued at a lower interest rate.

Analysis

The attached bond resolution sets the parameters of the GO bond issuance, delegates final approval of bond terms to a Designated Officer (any one of the Mayor, any authorized Mayor ProTem, the City Manager, and the Finance Manager), and initiates the process of public notice. The resolution sets the maximum principal issuance amount at \$3,540,000 under the Refunding Bond Act. The resolution lists the purpose for issuing the Bonds as:

Refunding the Refunded Bonds in advance of their maturity and (ii) paying certain costs related to the issuance and sale of the Bonds.

The 2004 bonds currently have five annual payments remaining at an average rate of 4.12% for a remaining total interest payment of \$447,125 (remaining principal \$3,540,000). It is anticipated at closing that the interest rate of the new refunding bonds will average .91% over the same 5-year period for a total interest payment of \$82,130 (remaining principal \$3,540,000). After Cost of Issuance, the refunding will result in a net present value savings of approximately \$213,000. These savings will be recognized in a reduction in the debt service portion of future property tax levies (Tax Year(s) 2015-2019).

The refunding does not require a public hearing. The bonds will be sold by competitive sale. It is estimated that the bonds will close on or after November 1, 2014.

Significant Impacts

The bond resolution is the first step in initiating a bond issuance. The 2004 Series GO Bonds are callable on November 1, 2014. The resolution would allow staff to continue with the

current timing of the issuance. It is anticipated that the refunding of the Bonds will have a net present value savings of \$213,000. Savings from the refunding will reduce the debt service portion of the future property tax levy (Tax Year(s) 2015-2019).

Alternatives:

- A. Approve the attached bond resolution for the 2014 Series General Obligation (GO) Refunding Bonds issuance, in an amount not to exceed \$3,540,000 to refund the 2004 Series GO Bonds
- B. Deny the request: Council could choose to not refund bonds.
- C. Continue the Item: Council may feel there is not enough information to make a decision, and have staff return with more information. This would impact the timeline for the bond issuance and would result in a loss of savings on the 2014 refunding.
- D. Do Nothing: This would have the same impact as alternative C.

Departmental Review

This report has been reviewed by the Legal Department, Budget Department, and City Manager.

Staff Recommendations:

Staff recommends that Council approve the attached bond resolution for the 2014 Series General Obligation (GO) Bonds issuance, in an amount not to exceed \$3,540,000 to refund the 2004 Series GO Bonds.

Attachments:

A – Authorizing Resolution

PARK CITY, UTAH

Resolution No. _____

**Authorizing the Issuance and Sale of
General Obligation Refunding Bonds, Series 2014**

Adopted October 9, 2014

TABLE OF CONTENTS

SECTION		PAGE
ARTICLE I	DEFINITIONS	2
Section 101.	Definitions.....	2
Section 102.	Rules of Construction	5
Section 103.	Authority for Bond Resolution	5
ARTICLE II	AUTHORIZATION, TERMS AND ISSUANCE OF BONDS	5
Section 201.	Authorization of Bonds, Principal Amount, Designation and Series	5
Section 202.	Purpose.....	6
Section 203.	Issue Date.....	6
Section 204.	Bond Details; Delegation of Authority	6
Section 205.	Denominations and Numbers.....	7
Section 206.	Paying Agent and Bond Registrar.....	7
Section 207.	Redemption and Redemption Price; Notice of Redemption	8
Section 208.	Acceptance of Bid; Issuance, Sale and Delivery of Bonds.....	10
Section 209.	Execution of Bonds	10
Section 210.	Delivery of the Bonds; Application of Proceeds	11
Section 211.	Continuing Disclosure Undertaking	11
Section 212.	Further Authority	11
Section 213.	Establishment of Accounts	12
Section 214.	Provision for Refunding the Refunded Bonds	12
Section 215.	Authorization of Escrow Agreement	12
Section 216.	Authorization of Redemption Prior to Maturity of Refunded Bonds.....	12
ARTICLE III	TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR	13
Section 301.	Transfer of Bonds.	13
Section 302.	Exchange of Bonds	13
Section 303.	Bond Registration Books	14
Section 304.	List of Bondowners	14
Section 305.	Duties of Bond Registrar	14
ARTICLE IV	BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS	15
Section 401.	Book-Entry System; Limited Obligation of Issuer	15
Section 402.	Letter of Representations	16
Section 403.	Transfers Outside Book-Entry System	16
Section 404.	Payments to Cede.....	16

SECTION	PAGE
ARTICLE V	COVENANTS AND UNDERTAKINGS16
Section 501.	Covenants of Issuer16
Section 502.	Levy of Taxes; Bond Account16
Section 503.	Arbitrage Covenant; Covenant to Maintain Tax- Exemption17
Section 504.	Designation of the Bonds as Qualified Tax-Exempt Obligations18
ARTICLE VI	FORM OF BONDS19
Section 601.	Form of Bonds19
ARTICLE VII	MISCELLANEOUS26
Section 701.	Final Official Statement26
Section 702.	Preliminary Official Statement Deemed Final.....26
Section 703.	Notice of Bonds to be Issued26
Section 704.	Payments Due on Non-Business Days.....27
Section 705.	Ratification.....27
Section 706.	Severability27
Section 707.	Conflict27
Section 708.	Captions27
Section 709.	Effective Date27
SIGNATURES	28
EXHIBIT 1	— FORM OF CONTINUING DISCLOSURE UNDERTAKING
EXHIBIT 2	— FORM OF DISSEMINATION AGENCY AGREEMENT
EXHIBIT 3	— FORM OF OFFICIAL STATEMENT
EXHIBIT 4	— FORM OF NOTICE OF BONDS TO BE ISSUED
EXHIBIT 5	— FORM OF CERTIFICATE OF DETERMINATION
EXHIBIT 6	— FORM OF ESCROW AGREEMENT

RESOLUTION NO. 06-13

A RESOLUTION CONFIRMING THE SALE AND AUTHORIZING THE ISSUANCE OF UP TO \$3,610,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014 OF PARK CITY, UTAH; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED AND THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE CIRCULATION OF AN OFFICIAL STATEMENT; AND PROVIDING FOR RELATED MATTERS.

*** *** ***

WHEREAS, pursuant to the applicable provisions of the Act, the Issuer has authority to refund a portion of the now outstanding general obligation bonds of the Issuer in advance of their maturity dates, and, in order to benefit the Issuer and the inhabitants of the Issuer by achieving a debt service savings on the Issuer's general obligation bonds, the Issuer desires to issue general obligation bonds for the purpose of refunding and redeeming such outstanding general obligation bonds prior to their respective stated maturity dates; and

WHEREAS, it is the finding and determination of the Issuer that the refunding of such outstanding general obligation bonds of the Issuer is beneficial to the Issuer and to the inhabitants of the Issuer; and

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds will be advertised by electronic dissemination through the PARITY® electronic bid submission system;

WHEREAS, in the opinion of the Issuer, it is in the best interests of the Issuer that (a) the Designated Officer be authorized to (i) accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and (ii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination containing such terms and provisions and (b) the Mayor be authorized to execute the Official Statement with respect to the Bonds;

WHEREAS, the form of an Escrow Agreement has been prepared and distributed to the Issuer, and the Issuer has examined the provisions of the Escrow Agreement and desires at this time to approve the terms and provisions of the Escrow Agreement and to authorize the execution and delivery thereof;

WHEREAS, Section 11-27-4 of the Utah Code provides for the publication of a Notice of Refunding Bonds to be Issued, and the Issuer desires to cause the publication of such a Notice with respect to the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of Park City, Utah, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this Bond Resolution (including the preambles hereto), unless the context shall otherwise require, the following terms shall have the following meanings:

“*Act*” means, collectively, the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the “*Utah Code*”), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, the Utah Refunding Bond Act, Chapter 27 of Title 11 of the Utah Code and the applicable provisions of Title 10 of the Utah Code

“*Bond Account*” means the Bond Account established in Section 213 hereof.

“*Bond Counsel*” means Chapman and Cutler LLP or another attorney or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

“*Bond Registrar*” means each Person appointed by the Issuer as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof, the initial Bond Registrar is Zions First National Bank, of Salt Lake City, Utah.

“*Bond Resolution*” means this Resolution of the Issuer adopted on October 9, 2014 authorizing the issuance and sale of the Bonds.

“*Bondowner*” or “*owner*” means the registered owner of any Bond as shown in the registration books of the Issuer kept by the Bond Registrar for such purpose.

“*Bonds*” means the Issuer’s General Obligation Refunding Bonds, Series 2014 authorized by the Bond Resolution.

“*Cede*” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

“*Certificate of Determination*” means the Certificate of Determination, a form of which is attached hereto as *Exhibit 5*, of the Designated Officer delivered pursuant to Article 2 of this Resolution, setting forth certain terms and provisions of the Bonds.

“*City Manager*” means the duly qualified and acting City Manager of the Issuer.

“*City Recorder*” means the duly qualified and acting City Recorder of the Issuer or in the absence or disability of such person, such other official as shall be duly authorized to act in the City Recorder’s stead.

“*City Treasurer*” means the duly qualified and acting City Treasurer of the Issuer.

“*Closing Date*” means the date of the initial issuance of the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Continuing Disclosure Undertaking*” means the Continuing Disclosure Undertaking of the Issuer, in substantially the form attached hereto as *Exhibit 1*, dated the Closing Date, for the purpose of providing continuing disclosure information under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

“*Depository Account*” means the Depository Account established in Section 213 hereof.

“*Designated Officer*” means the City Manager, or, in the event of the absence or incapacity of the City Manager, the City Treasurer, or in the event of the absence or incapacity of both the City Manager and the City Treasurer, the Mayor.

“*Dissemination Agency Agreement*” means the Dissemination Agency Agreement, dated the Closing Date, between the Issuer and the Dissemination Agent, in substantially the form attached hereto as *Exhibit 2*.

“*Dissemination Agent*” means each Person appointed by the Issuer as dissemination agent with respect to the Continuing Disclosure Undertaking and the Dissemination Agency Agreement. The initial Dissemination Agent is Zions First National Bank.

“*DTC*” means The Depository Trust Company, New York, New York, and its successors and assigns.

“*Escrow Account*” means the Escrow Account established in the Escrow Agreement.

“*Escrow Agent*” means Zions First National Bank, of Salt Lake City, Utah, in its capacity as escrow agent.

“*Escrow Agreement*” means the Escrow Agreement by and between the Issuer and the Escrow Agent, providing for payment of the redemption price of and interest on the Refunded Bonds prior to their maturity and upon their redemption date pursuant to call for redemption, in substantially the form attached hereto as *Exhibit 7*.

“*Exchange Bond*” means any Exchange Bond as defined in Section 209 hereof.

“*Issuer*” means Park City, Utah.

“*Letter of Representations*” means the Blanket Issuer Letter of Representations from the Issuer to DTC, dated August 26, 1999.

“*Mayor*” means the duly qualified and acting Mayor of the Issuer or in the absence or disability of such person, the duly qualified and acting Mayor Pro Tem of the Issuer.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “*Moody’s*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

“*Official Statement*” means the Official Statement with respect to the Bonds, in substantially the form attached hereto as *Exhibit 3*.

“*Participants*” means those broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

“*Paying Agent*” means each Person appointed by the Issuer as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent is Zions First National Bank, of Salt Lake City, Utah.

“*Person*” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“*Project Account*” means the Project Account established in Section 213 hereof.

“*Purchaser*” means the initial purchaser or purchasers of the Bonds from the Issuer.

“*Rating Agencies*” means Moody’s, if the Bonds are then rated by Moody’s and S&P, if the Bonds are then rated by S&P.

“*Record Date*” means (a) in the case of each interest payment date, the day that is fifteen (15) days preceding such interest payment date, or if such day is not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and (b) in the case of each redemption, such record date as shall be specified by the Bond Registrar in the notice of redemption required by Section 207 hereof, *provided* that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

“*Refunded Bonds*” means the portion of the Issuer’s currently outstanding Series 2004 Bonds designated as “Refunded Bonds” in the Certificate of Determination.

“*Regulations*” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“*Series 2004 Bonds*” means the Issuer’s General Obligation Bonds, Series 2004, dated August 4, 2004, originally issued in the aggregate principal amount of \$9,000,000.

“*Standard & Poor’s*” or “*S&P*” means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” or “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

“*Tax Certificate*” means any agreement or certificate of the Issuer that the Issuer may execute in order to establish and maintain the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

“*United States*” means the government of the United States of America.

“*Utah Code*” means Utah Code Annotated 1953, as amended.

Section 102. Rules of Construction. Unless the context otherwise requires:

- (a) references to Articles and Sections are to the Articles and Sections of this Bond Resolution;
- (b) the singular form of any word, including the terms defined in Section 101, includes the plural, and vice versa, and a word of any gender includes all genders; and
- (c) the terms “*hereby*,” “*hereof*,” “*hereto*,” “*herein*,” “*hereunder*” and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

Section 103. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in the Bond Resolution, a series of General Obligation Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of Three Million Six Hundred Ten Thousand Dollars (\$3,610,000). Such series of bonds shall be designated “*General Obligation Refunding Bonds, Series 2014*.” If the Designated Officer determines pursuant to Sections 204(c)(i) and 209 hereof that the principal amount to be issued shall be less than Three Million Six Hundred Ten Thousand Dollars (\$3,610,000), then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

Section 202. Purpose. The Bonds are hereby authorized to be issued under authority of the Act for the purpose of (i) refunding the Refunded Bonds in advance of their maturity and (ii) paying certain costs related to the issuance and sale of the Bonds.

Section 203. Issue Date. The Bonds shall be dated as of the Closing Date.

Section 204. Bond Details; Delegation of Authority. (a) The Bonds shall mature on May 1 of the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually on May 1 and November 1 of each year commencing on the date and at the rates per annum, all as provided in the Certificate of Determination.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the Bond Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of the Bonds necessary to accomplish the purpose of the Bonds set forth in Section 202 herein and the aggregate principal amount of the Bonds to be executed and delivered pursuant to Section 209 herein; *provided* that the aggregate principal amount of the Bonds shall not exceed Three Million Six Hundred Ten Thousand Dollars (\$3,610,000);

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than five (5) years from their date or dates;

(iii) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed five percent (5.0%) per annum;

(iv) the sale of the Bonds to the Purchaser and the purchase price to be paid by the Purchaser for the Bonds; *provided, however*, that the discount from par of the Bonds shall not exceed one percent (1.00%) (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Bonds, if any;

(vii) the maturity dates and amounts of the Series 2004 Bonds to be refunded as Refunded Bonds by the Bonds (the Designated Officer may determine that it is not beneficial to the Issuer and the inhabitants of the District to refund any of the Series 2004 Bonds and, in the event the Designated Officer makes such determination, none of the Bonds shall be issued);

(viii) the use and deposit of the proceeds of the Bonds;

(ix) the amount, use and deposit of any funds of the Issuer legally available to provide for the refunding of the Refunded Bonds (including monies held by the Issuer for payment of debt service on the Refunded Bonds); and

(x) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of the Bond Resolution.

(d) Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the “*Best Bidder*”). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer, the Designated Officer may (a) waive any irregularity or informality in any bid or in the electronic bidding process; and (b) reject any and all bids for the Bonds.

(e) Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or (ii) it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or (iii) as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar’s certificate of authentication on each Bond. The Bonds shall bear interest on overdue principal at the respective rates provided in the Certificate of Determination.

Section 205. Denominations and Numbers. The Bonds shall be issued as fully-registered bonds, without coupons, in the denomination of \$5,000 or any whole multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered with the letter prefix “R-” and from one (1) consecutively upwards in order of issuance.

Section 206. Paying Agent and Bond Registrar. Zions First National Bank, of Salt Lake City, Utah, is hereby appointed the initial Paying Agent and Bond Registrar for the Bonds. The Issuer may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Issuer a written acceptance thereof. The principal of, and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable when due

to the owner of each Bond upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made to the Person that, as of the Record Date, is the owner of the Bond and shall be made by check or draft mailed to the Person that, as of the Record Date, is the owner of the Bond, at the address of such owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date.

Section 207. Redemption and Redemption Price; Notice of Redemption. (a) The Bonds may be subject to redemption prior to maturity, at the election of the Issuer, on the date specified in the Certificate of Determination (the “*First Redemption Date*”), and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

(b) The Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Certificate of Determination. If the Bonds are subject to mandatory sinking fund redemption and less than all of the Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Bonds in such order as directed by the Issuer.

(c) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or a whole multiple thereof, and in selecting portions of such Bonds for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination that is obtained by dividing the principal amount of such Bond by \$5,000.

(d) Notice of redemption shall be given by the Bond Registrar by registered or certified mail, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the owner, as of the Record Date, of each Bond that is subject to redemption, at the address of such owner as it appears in the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date. Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent,

on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(e) In addition to the foregoing notice under subsection (c) above, further notice of such redemption shall be given by the Bond Registrar as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date to DTC in accordance with the operating procedures then in effect for DTC, and to all other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the Issuer, to the Rating Agencies and to any other nationally recognized information services as designated by the Issuer to the Bond Registrar.

(f) If notice of redemption shall have been given as described above and the condition described in Section 207(c) hereof, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(h) The Bond Registrar shall also give any notice of the “defeasance” or redemption of the Bonds that may be required by the Continuing Disclosure Undertaking provided that the

Issuer shall provide to the Bond Registrar any documents or other information that the Bond Registrar requests to provide such notice.

Section 208. Issuance, Sale and Delivery of Bonds. Under authority of the Act, the Bonds shall be issued by the Issuer for the purpose set forth in Section 202 hereof. The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in Section 210 hereof.

Section 209. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor and attested and countersigned by the City Recorder (the signatures of the Mayor and City Recorder being either manual or by facsimile) and the official seal of the Issuer or a facsimile thereof shall be impressed or printed thereon. The use of such manual or facsimile signatures of the Mayor and the City Recorder and such facsimile or impression of the official seal of the Issuer on the Bonds are hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation, countersignature and sealing of the Bonds by said officials on behalf of the Issuer. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of the Bond Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the owner thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (ii) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor and the City Recorder are authorized to execute, countersign, attest and seal from time to time, in the manner described above, Bonds (the “*Exchange Bonds*”) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, maturity and interest rate may be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; *provided* that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondowner requesting an exchange or transfer shall designate; and *provided further* that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturity dates and interest rates, shall be cancelled. The execution, countersignature, attestation and sealing by the Issuer and delivery to the Bond Registrar of any

Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 210. Delivery of the Bonds; Application of Proceeds. The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is hereby authorized and instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Bonds, together with any legally available funds of the Issuer (including monies held by the Issuer for payment of debt service on the Refunded Bonds) in the amount specified in the Certificate of Determination, aside for deposit and use as provided in the Certificate of Determination.

The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is authorized to cause to be transferred to the Cost of Issuance Account held by the Paying Agent a portion of the proceeds of the Bonds to pay any costs of issuance of the Bonds.

Section 211. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign, and attest, the Continuing Disclosure Undertaking and the related Dissemination Agency Agreement (collectively, the “*Continuing Disclosure Undertaking*”) in substantially the same forms as now before the City Council of the Issuer and attached hereto as *Exhibits 1* and *2*, respectively, or with such changes therein as the Mayor shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Bond Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 212. Further Authority. The Mayor and the City Recorder and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Bonds and to fulfill the obligations of the Issuer hereunder and thereunder.

Section 213. Establishment of Accounts. (a) The following accounts on the accounting records of the Issuer are hereby created, which are to be held as follows:

- (i) Bond Account, to be held by the Issuer;
- (ii) Depository Account, to be held by the Paying Agent; and
- (iii) Cost of Issuance Account to be held by the Paying Agent.

(b) The Escrow Account is established under the Escrow Agreement and is to be held by the Escrow Agent.

(c) Pending application for the purposes contemplated hereby, moneys on deposit in the Bond Account and the Depository Account shall be invested as permitted by law in investments approved by the City Manager or other authorized officer of the Issuer. Following the earlier of 60 days after the Closing Date or the date upon which all of the costs of issuance of the Bonds have been paid, any moneys remaining from the sale proceeds of the Bonds held by the Paying Agent at the direction of the City Manager, City Treasurer, Budget Officer or other officer of the Issuer pursuant to Section 210 hereof to pay the costs of issuance of behalf of the Issuer shall be transferred to the Depository Account and used to pay interest on the Bonds.

Section 214. Provision for Refunding the Refunded Bonds. It is hereby found and determined that, pursuant to the Escrow Agreement and this Bond Resolution, moneys and governmental obligations permitted under the Act, the principal of and the interest on which, will provide moneys that will be sufficient to pay, when due, the redemption price of and interest due and to become due on, the Refunded Bonds, will be deposited with the Escrow Agent and provision thereby made for the refunding of the Refunded Bonds.

Section 215. Authorization of Escrow Agreement. The Escrow Agreement, in substantially the form set forth as *Exhibit 6* hereto, with such insertions, changes and additions as shall be made with the approval of the Mayor and the City Recorder, their execution thereof to constitute conclusive evidence of such approval, is hereby in all respects authorized and approved. The Mayor and the City Recorder, on behalf of the Issuer, shall enter into the Escrow Agreement with the Escrow Agent establishing the Escrow Account from which redemption price of, and interest on, the Refunded Bonds shall be paid when due. After all the Refunded Bonds shall have become due and payable pursuant to call for redemption, any investments remaining in the Escrow Account shall be liquidated, and any proceeds of liquidation over and above the amount necessary to be retained for the payment of any Refunded Bonds not yet presented for payment, including interest due and payable, shall be paid over to the Issuer to be used for any lawful purpose, subject to the provisions of the Tax Certificate. The Mayor and City Recorder are hereby authorized and directed to execute, countersign, attest, seal and deliver the Escrow Agreement.

Section 216. Authorization of Redemption Prior to Maturity of Refunded Bonds. The Refunded Bonds shall be called for redemption on the date specified in the Certificate of Determination, at the redemption price of one hundred percent (100%) of the principal amount of

each such Series 2004 Bond so called for redemption plus accrued interest thereon to the date fixed for redemption. Notice of such redemption shall be given as provided in the Escrow Agreement.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

Section 301. Transfer of Bonds. (a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully-registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond.

(c) The Bond Registrar shall not be required to register the transfer of or exchange any Bond selected for redemption, in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part only, the Issuer shall execute, and the Bond Registrar shall authenticate and deliver to the Bondowner at the expense of the Issuer, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully-registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each

Bond, no such exchange shall be required to be made (a) after the Record Date with respect to any interest payment date to and including such interest payment date, or (b) after the Record Date with respect to any redemption of such Bond.

Section 303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer, or cause Bonds to be registered or transferred on those books as herein provided.

Section 304. List of Bondowners. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new Bondowner and eliminate the name and address of the transferor Bondowner.

Section 305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Recorder are authorized to execute the Bond Registrar's standard form of agreement between the Issuer and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder, which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondowners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds that have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;
- (f) to furnish to the Issuer, at its request, at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and
- (g) to comply with all applicable provisions of DTC's operational arrangements, as provided in Section 402 hereof.

ARTICLE IV

BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS

Section 401. Book-Entry System; Limited Obligation of Issuer. (a) The Bonds shall be initially issued in the form of a separate, single, certificated, fully-registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, for the purpose of giving notices of redemption and for all other purposes whatsoever. The Paying Agent shall pay all principal of, and premium, if any, and interest on, the Bonds only to the respective Bondowners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, and premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No Person other than a Bondowner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution.

(c) Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word "*Cede*" in this Bond Resolution shall refer to such new nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Bond Registrar and the Paying Agent.

Section 402. Letter of Representations. The Issuer's prior execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 401 hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bondowners, as shown on the registration books kept by the Bond Registrar. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all of DTC's operational arrangements pertaining to the Paying Agent and Bond Registrar, respectively, to at all times be complied with.

Section 403. Transfers Outside Book-Entry System. At the option of the Issuer or upon receipt by the Issuer of written notice from DTC that DTC is unable or unwilling to discharge its responsibilities, and no substitute depository willing to undertake the functions of DTC hereunder can be found that is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Bondowners transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

Section 404. Payments to Cede. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 501. Covenants of Issuer. All covenants, statements, representations and agreements contained in the Bonds and all recitals and representations in the Bond Resolution are hereby considered and understood, and it is hereby confirmed that all such covenants, statements, representations and agreements are the covenants, statements, representations and agreements of the Issuer.

Section 502. Levy of Taxes; Bond Account The Issuer covenants and agrees that to pay the interest falling due on the Bonds as the same becomes due, and also to provide a sinking fund for the payment of the principal of the Bonds at maturity, there shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the same. These taxes when collected shall be applied solely for the purpose of the payment of the interest on and principal of the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under the Bond Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of such interest and principal as the same respectively become due and mature. The levy or levies herein provided

for may thereupon be diminished to that extent. The sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due are hereby appropriated for that purpose, and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Board of County Commissioners of Summit County, Utah and the Board of County Commissioners of Wasatch County, Utah, in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of the levies described in this Section money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds shall be reimbursed when the proceeds of such levies become available.

On or prior to the second business day next preceding each date on which payment of principal of or interest on the Bonds is to be made, the Issuer shall deposit into the Bond Account an amount sufficient to pay principal of and interest on the Bonds on such payment date. Moneys remaining on deposit immediately after each such payment date, including any investment earnings thereon earned during the period of such deposit, shall be immediately withdrawn from the Bond Account by the Issuer and commingled with the general funds of the Issuer. The Issuer has established the Bond Account primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Account shall be depleted at least once each year by the Issuer, except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Account or one-twelfth of the annual debt service on the Bonds.

Section 503. Arbitrage Covenant; Covenant to Maintain Tax-Exemption. (a) The Mayor, the City Recorder and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Bonds to be “private activity bonds” described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer (other than the Bonds) have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Bonds and ending fifteen (15) days following the delivery of the Bonds, other than the Bonds;

(vi) it will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form without an opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Issuer may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

Section 504. Designation of the Bonds as “Qualified Tax-Exempt Obligations.” The Issuer recognizes that Section 265(b)(3) of the Code provides that a “qualified tax-exempt obligation” (as therein defined) may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates each of the Bonds that is outstanding from time to time as a “qualified tax-exempt obligation” for the

purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the Issuer certifies, represents, covenants, warrants and agrees that (a) none of the Bonds will be at any time a “private activity bond” (as defined in Section 141 of the Code), (b) as of the date of original issuance of the Bonds, the Issuer will not have issued any tax-exempt bonds in calendar year 2014 other than the Bonds, (c) the reasonably anticipated amount of tax-exempt bonds (other than “private activity bonds” that are not “qualified 501(c)(3) bonds,” as such terms are defined in Section 141 of the Code) that will be issued by the Issuer and subordinate entities thereof during calendar year 2014 (including the Bonds) does not exceed \$10,000,000 and (d) not more than \$10,000,000 of obligations (including the Bonds) issued by the Issuer during calendar year 2014 will be designated by the Issuer for purposes of Section 265(b)(3) of the Code. As used in this Section 504, “*tax-exempt bonds*” means obligations of any kind the interest on which is not includible in the gross income of the owners thereof for purposes of federal income taxation. Terms used in this Section 504 that are not otherwise defined herein shall have the same meanings herein as in the provisions of the Code that relate to tax-exempt bonds.

ARTICLE VI

FORM OF BONDS

Section 601. Form of Bonds. Each fully-registered Bond shall be, respectively, in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof):

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered

Registered

UNITED STATES OF AMERICA

STATE OF UTAH

PARK CITY

GENERAL OBLIGATION REFUNDING BOND, SERIES 2014

Number R-_____

\$_____

INTEREST RATE:

MATURITY DATE:

DATED DATE:

CUSIP:

_____%

May 1, _____

_____, 2014

REGISTERED OWNER:

PRINCIPAL AMOUNT: ----- DOLLARS-----

KNOW ALL MEN BY THESE PRESENTS that Park City, Utah (the "Issuer"), a duly organized and existing municipal corporation and a political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the interest rate

per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months) identified above (the “*Interest Rate*”), payable semiannually on May 1 and November 1 in each year, commencing May 1, 2015, until payment in full of the Principal Amount, except as the provisions set forth in the hereinafter defined Bond Resolution with respect to redemption prior to maturity may become applicable hereto. This Bond shall bear interest on overdue principal at the Interest Rate. Principal of and premium, if any, on this Bond shall be payable upon presentation and surrender hereof at the principal corporate trust office of Zions First National Bank, of Salt Lake City, Utah, as Paying Agent for the Bonds, or at the principal corporate trust office of any successor who is at the time the Paying Agent of the Issuer, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts; and payment of the interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record on the Record Date.

This Bond is one of the General Obligation Refunding Bonds, Series 2014 of the Issuer (the “*Bonds*”), limited to the aggregate principal amount of _____ Dollars (\$_____), dated as of the Dated Date, issued under and by virtue of the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the “*Utah Code*”), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, the Utah Refunding Bond Act, Chapter 27 of Title 11 of the Utah Code and the applicable provisions of Title 10 of the Utah Code (collectively, the “*Act*”), and under and pursuant to a resolution of the Issuer adopted on October 9, 2014 (the “*Bond Resolution*”), for the purpose of refunding certain outstanding general obligation bonds of the Issuer.

Zions First National Bank, of Salt Lake City, Utah, is the initial bond registrar and paying agent of the Issuer with respect to the Bonds. This bond registrar and paying agent, together with any successor bond registrar or paying agent, are referred to herein, respectively, as the “*Bond Registrar*” and the “*Paying Agent*.”

The Issuer covenants and is by law required to levy annually a sufficient tax to pay interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof as the same falls due.

This Bond is transferable, as provided in the Bond Resolution, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by such owner’s attorney duly authorized in writing. Such transfer shall be made upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney and upon the payment of the charges prescribed in the Bond Resolution, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Resolution. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or

redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are issuable solely in the form of registered Bonds in the denomination of \$5,000 or any whole multiple thereof.

[The Bonds maturing on or after May 1, _____, are subject to redemption prior to maturity, at the election of the Issuer, on May 1, _____ (the "*First Redemption Date*") and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

Notice of redemption shall be given by the Bond Registrar by registered or certified mail not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of each Bond that is subject to redemption, at the address of such registered owner as it appears on the registration books kept by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar, all as provided in the Bond Resolution.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in that notice shall become due and payable at the applicable redemption price on the redemption date therein designated. If on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on that date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

Less than all of a Bond in a denomination in excess of \$5,000 may be so redeemed. In such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, registered Bonds of any of the authorized denominations, at the option of such owner, all as more fully set forth in the Bond Resolution. In selecting portions of any registered Bond that is of a denomination of more than \$5,000 for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of \$5,000 denomination that is obtained by dividing the principal amount of such Bond by \$5,000.]

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Resolution.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or laws of the State of Utah and by the Act and the

Bond Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the Constitution and laws referenced above, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond according to its terms.

The Issuer has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, PARK CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and countersigned and attested its the City Recorder, and has caused its official seal or a facsimile thereof to be impressed or imprinted hereon, all as of the Dated Date.

PARK CITY, UTAH

By _____ (manual signature)
Mayor

[SEAL]

COUNTERSIGN AND ATTEST:

By _____ (manual signature)
City Recorder

[FORM OF BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2014 of Park City, Utah.

ZIONS FIRST NATIONAL BANK, as Bond
Registrar

By
Authorized Officer

Date of registration
and authentication: _____, 2014.

Bond Registrar and Paying Agent:

Zions First National Bank
Corporate Trust Department
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—	
TEN ENT	—	as tenants by the entirety	_____ Custodian _____	
JT TEN	—	as joint tenants with right	(Cust) (Minor)	
		of survivorship and not as	under Uniform Transfers to Minors Act of	
		tenants in common	_____	
			(State)	

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of PARK CITY, UTAH, and hereby irrevocably constitutes and appoints _____
_____ attorney, to register the transfer of said
Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____ SIGNATURE: _____

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE VII

MISCELLANEOUS

Section 701. Final Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 3*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 702. Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (the "*Preliminary Official Statement*"), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 3*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the City Treasurer shall deem advisable. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 703. Notice of Refunding Bond to be Issued In accordance with the provisions of Section 11-27-4 of the Local Government Bonding Act, the City Recorder shall cause the "Notice of Refunding Bonds to be Issued," in substantially the form attached hereto as *Exhibit 4*, to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Bond Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Refunding Bonds to be Issued, any person in interest shall have the right to contest the legality of this Bond Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Bond Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 704. Payments Due on Non-Business Days. If a payment date is not a business day, then payment may be made on the next business day, and no interest shall accrue for the intervening period.

Section 705. Ratification. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved, including, without limitation, the publication of the notice of sale for the Bonds as set out in the preambles hereto.

Section 706. Severability. It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Resolution.

Section 707. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 708. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

Section 709. Effective Date. This Bond Resolution shall take effect immediately.

ADOPTED AND APPROVED on October 9, 2014.

PARK CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By _____
City Recorder

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT 1

[ATTACH FORM OF CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT 2

[ATTACH FORM OF DISSEMINATION AGENCY AGREEMENT]

EXHIBIT 3

[ATTACH FORM OF OFFICIAL STATEMENT]

EXHIBIT 4

NOTICE OF REFUNDING BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-27-4, Utah Code Annotated 1953, as amended, that on October 9, 2014, the City Council (the "*Council*") of Park City, Utah (the "*City*"), adopted a resolution (the "*Resolution*") in which it authorized and approved the issuance of its general obligation refunding bonds (the "*Bonds*"), in the aggregate principal amount of not to exceed Three Million Six Hundred Ten Thousand Dollars, to bear interest at a rate or rates of not to exceed five percent per annum, to mature over a period not to exceed five years from their date or dates and to be sold at a discount from par, expressed as a percentage of the principal amount, of not to exceed one percent.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of refunding all or a portion of the City's currently outstanding General Obligation Bonds, Series 2004 (the "*Refunded Bonds*"). The principal amount of the Refunding Bonds may exceed the principal amount of the Refunded Bonds. The Refunding Bonds may be issued in one or more series at one or more times.

The City proposes to pledge the full faith and credit of the City for the payment of its general obligation refunding bonds and may be obligated to levy and collect ad valorem taxes without limitation as to rate or amount in order to pay the general obligation refunding bonds, as provided by law.

The Bonds are to be issued and sold by the City pursuant to the Resolution. A copy of the Resolution is on file in the office of the City Recorder of the City, located in the Marsac Municipal Building, at 445 Marsac Avenue, Park City, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the final bond resolution attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause.

DATED October 9, 2014.

[SEAL]

PARK CITY, UTAH

By _____
City Recorder

EXHIBIT 5

[ATTACH FORM OF CERTIFICATE OF DETERMINATION]

EXHIBIT 6

[ATTACH FORM OF ESCROW AGREEMENT]

City Council Staff Report



Subject: Barbara's Subdivision
Author: Francisco J. Astorga, Planner
Project Number: PL-14-02448
Date: October 9, 2014
Type of Item: Administrative – Plat Amendment

Summary Recommendations

Staffs recommends the City Council hold a public hearing and consider approving Barbara's Subdivision Plat Amendment located at 1103 and 1105 Lowell Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

This Staff report reflects the professional recommendation of the Planning Department. The City Council, as an independent body, may consider the recommendation but should make its decisions independently.

Description

Applicant: Steven and Mark Parker
represented by Elliott Workgroup Architecture
Location: 1103 and 1105 Lowell Avenue
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Proposal

The applicant requests to re-plat all of Lot 1 & Lot 2, southern portions of Lot 3 and 30, and Lot 31 and Lot 32 (minus the west ten feet of lots 30, 31, & 32) of Block 34 of Snyder's Addition into two (2) lots of record.

Background

On August 11, 2014, the City received a completed Plat Amendment application for Barbara's Subdivision Plat Amendment. The property is located at 1103 + 1105 Lowell Avenue. The property is in the Historic Residential (HR-1) District. The subject property consists of all of Lot 1 & Lot 2, southern portions of Lot 3 and 30, Lot 31 and Lot 32 (minus the west ten feet of lots 30, 31, & 32) of Block 34 of Snyder's Addition Survey. The entire area is recognized by the County as Parcel no./Tax id no.: SA-321-A. The lots were platted in the traditional Old Town configuration (25'x75'); see Exhibit E – County Tax Map.

Currently the site contains a three (3) story duplex, setback twenty-seven feet (27') from the front property line. According to Summit County records, the structure was built in

1978 and contains a total of 3,155 square feet. The duplex is forty-six feet (46') in width and twenty-five feet (25') in depth, excluding the decks on the north and south façade. The footprint of the duplex is approximately 1,150 square feet. The subject area contains portion of lot 30, 31, and 32, which do not have access to a right-of-way (Pacific Avenue was vacated by the City numerous years ago). Two (2) of the existing lots currently meet the minimum lot area in the HR-1 District.

On August 9, 2012, the City Council reviewed a request where the same applicant proposed to combine the entire area into one (1) lot of record. Their intention was to later submit a Condominium Record of Survey application to be able to build three (3) units on the site. The City Council approved the one lot combination. On July 31, 2013, the City received an application from the applicant requesting an extension of the approval, which was set to expire on August 9, 2013. On September 12, 2013, the City Council granted the extension giving the applicant until July 26, 2014, to record the plat. The plat approval has now expired and the applicant has indicated that they decided not to pursue the former approval as they have decided to change their plans to request two (2) lots to be re-platted from the entire area.

The Planning Commission reviewed this Plat Amendment request during their September 24, 2014, regular meeting. The Commission forwarded a positive recommendation to the City Council. The vote was unanimous (6-0).

Purpose

The purpose of the Historic Residential (HR-1) District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The proposed plat amendment creates two (2) lots of record from the existing area consisting of 8,680 square feet. A single-family dwelling is an allowed use in the Historic Residential (HR-1) District. The minimum lot area for a single-family dwelling is 1,875 square feet. Lot 1 is proposed to be 2,581.10 square feet. Lot 2 is proposed to be 6,094.03 square feet. The proposed lots meet the minimum lot area for a single-family dwelling.

A duplex is a conditional use in the Historic Residential (HR-1) District. The minimum

lot area for a duplex is 3,750 square feet. Lot 1 does not have enough area to qualify for a duplex dwelling. Lot 2 meets the minimum lot area for a duplex. The applicant has indicated that should this Plat Amendment be approved by the City they would want to build one (1) single-family dwelling on each lot. The site currently contains a duplex that was built in 1978. When the structure was built a two-family building (duplex) was an allowed use in the district. Should this application be approved, the applicant would then demolish the existing duplex prior to plat recordation.

The minimum lot width allowed in the district is twenty-five feet (25'). Lot 1 is proposed to have a lot width of thirty seven feet (37'). Lot 2 is proposed to have a lot width of twenty five feet (25'). The proposed lots meet the minimum lot width requirement.

The following table shows applicable development standards in the Historic Residential (HR-1) District:

LMC Requirements	Proposed Lot 1	Proposed Lot 2
Building Footprint	1,118.5 square feet	2,163.5 square feet
Front/Rear Yard Setbacks	FY: 10 feet minimum RY: 10 feet minimum	FY: 15 feet minimum RY: 10 feet minimum
Side Yard Setbacks	3 feet minimum, 6 feet total	5 feet minimum, 14 feet total
Building (Zone) Height	No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade.	
Final Grade	Final Grade must be within four vertical feet (4') of Existing Grade around the periphery [...].	
Lowest Finish Floor Plane to Highest Wall Top Plate	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate [...].	
Vertical Articulation	A ten foot (10') minimum horizontal step in the downhill façade is required [...].	
Roof Pitch	Roof pitch must be between 7:12 and 12:12 for primary roofs. Non-primary roofs may be less than 7:12.	
Parking	2 parking spaces, minimum	

Staff has identified that the duplex does not meet current LMC standards outlined above such as the side setbacks and height including vertical articulation. The current building on the site is considered legal non-complying. The LMC indicates that non-complying structures may continue to be used and maintained subject to the standards and limitation of LMC Chapter 15-9. However, with the lot sizes proposed, the duplex will be required to be demolished prior to plat recordation.

As show on Exhibit F – Vicinity map, the character of the west side of Lowell Avenue is completely different than the character of the east side of the street. The lots on the east side of Lowell Avenue contain the traditional Old Town configuration (25'x75'). The use is also consistent as this portion of Lowell Avenue has various duplexes and condominiums on the north and the south of the subject site.

In July/August of 2011, Planning Staff, the Planning Commission, and the City Council discussed lot combinations, plat amendments, and further limitations to achieve greater compatibility with the historic character in terms of mass and volume, etc. At that time, the Planning Commission and City Council choose not to amend the Land Management Code (LMC). During the many meetings and discussions it was recognized that the area around the Northstar Subdivision, which is adjacent to the subject site, did not reflect the purpose statements of the Historic District (HR-1) District as there are no historic structures on Lowell Avenue and the lot areas are much larger than the traditional Old Town lot configuration. It was also discussed that after the General Plan update/amendment/re-write, that this area would most likely be of a different zone designation to match the future plans of this neighborhood.

Staff finds good cause for this plat amendment as the existing remnant parcels will become part of a legal lot of record. The other portions of the existing remnant parcels to the north have been incorporated into the adjacent Silverbell No. 2 Condominium. The other portions of the existing remnant parcels to the west are part of the Banberger ownership area identified Parcel no. SA-321. This plat amendment is consistent with the Park City LMC and applicable State law regarding subdivision plats.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input

Public input was received during the September 24, 2014, Planning Commission meeting by an adjacent property owner. See Exhibit H – Planning Commission Minutes.

Alternatives

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

- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Planning Department's Recommendation

The site would remain as is and the property owner would not have the option to build two houses. The property owner could demolish the existing duplex and build two single-family dwellings on the two (2) complete Old Town lots of record.

Summary Recommendation

Staffs recommends the City Council hold a public hearing and consider approving Barbara's Subdivision Plat Amendment located at 1103 and 1105 Lowell Avenue based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Applicant's Project Description

Exhibit C – Aerial Photograph

Exhibit D – Survey

Exhibit E – County Tax Map

Exhibit F – Vicinity Map

Exhibit G – Planning Director Setback Determination

Exhibit H – September 24, 2014 Planning Commission Draft Minutes

Ordinance No. 14-XX

**AN ORDINANCE APPROVING THE BARBARA'S SUBDIVISION PLAT
AMENDMENT LOCATED AT 1103 AND 1105 LOWELL AVENUE, PARK CITY,
UTAH.**

WHEREAS, the owner of the property located at 1103 and 1105 Lowell Avenue has petitioned the City Council for approval of the record of survey plat; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 24, 2014, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on September 24, 2014, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 9, 2014, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Barbara's Subdivision Plat Amendment.

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

SECTION 1. APPROVAL. Barbara's Subdivision Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1103 and 1105 Lowell Avenue.
2. The property is in the Historic Residential (HR-1) District.
3. The subject property consists of all of Lot 1 & Lot 2, southern portions of Lot 3 and 30, Lot 31 and Lot 32 (minus the east ten feet of lots 30, 31, & 32) of Block 34 of Snyder's Addition Survey.
4. The site currently contains a duplex that was built in 1978.
5. When the structure was built a two-family building (duplex) was an allowed use in the district. Should this application be approved, the applicant would demolish the existing duplex prior to plat recordation as a condition of approval.

6. The entire area is recognized by the County as Parcel no./Tax id no.: SA-321-A.
7. The proposed plat amendment creates two (2) lots of record from the existing area consisting of 8,680 square feet.
8. A single-family dwelling is an allowed use in the Historic Residential (HR-1) District.
9. The minimum lot area for a single-family dwelling is 1,875 square feet.
10. Lot 1 is proposed to be 2,581.10 square feet.
11. Lot 2 is proposed to be 6,094.03 square feet.
12. The proposed lots meet the minimum lot area for a single-family dwelling.
13. A duplex is a conditional use in the Historic Residential (HR-1) District.
14. The minimum lot area for a duplex is 3,750 square feet.
15. Lot 1 does not have enough area to qualify for a duplex dwelling.
16. Lot 2 meets the minimum lot area for a duplex.
17. The minimum lot width allowed in the district is twenty-five feet (25').
18. Lot 1 is proposed to have a lot width of thirty seven feet (37').
19. Lot 2 is proposed to have a lot width of twenty five feet (25').
20. The proposed lots meet the minimum lot width requirement.
21. Lot 1 is proposed to have a building footprint of 1,118.5 square feet.
22. Lot 2 is proposed to have a building footprint of 2,163.5 square feet.
23. Land Management Code § 15-4-7 indicates that all lots shall have a front, two (2) sides, and a rear setback.
24. Land Management Code § 15-4-7 indicates that there are four (4) exceptions to setback standard. Furthermore sub-section E indicates that any lots, which are not specified in this section, shall have setbacks determine by the Planning Director.
25. The Planning Director has conducted an analysis of proposed lot 2 and have determined that this proposed lot does not fall under the four (4) specified exceptions listed under sub-sections A-D due to its unusual *flag lot* shape and have determined the following setbacks:
 - a. The front yard setback shall be limited to a fifteen feet (15'), minimum.
 - b. The rear yard setback shall be limited to ten feet (10'), minimum.
 - c. Where the lot is twenty five feet (25') wide, the side yard setbacks shall be three feet (3'), minimum.
 - d. Where the lot is sixty two feet wide, the side yard setbacks shall be five feet (5'), minimum, and fourteen feet (14'), total.
26. The Planning Commission agrees with the Planning Director's setback determination.
27. Development shall comply with Building Height parameters including the following height provisions: Maximum Height, Final Grade, Lowest Finish Floor Plane to Highest Wall Top Plate, Vertical Articulation, Roof Pitch, etc.
28. Each structure shall meet applicable parking standards.
29. Staff has identified that the duplex does not meet current LMC standards outlined above such as the side setbacks and height including vertical articulation.
30. The current building on the site is considered legal non-complying.
31. The LMC indicates that a non-complying structure may continue to be used and maintained subject to the standards and limitation of LMC Chapter §15-9.
32. The existing remnant parcels will become part of a legal lot of record.
33. This plat amendment is consistent with the Park City LMC and applicable State law

regarding subdivision plats.

34. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.
35. The applicant stipulates to the conditions of approval.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All new construction will require modified 13-D sprinklers.
4. A ten feet (10') wide public snow storage easement will be required along the front of the property.
5. The existing duplex shall be demolished prior to plat recordation.

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

PASSED AND ADOPTED this 9th day of October, 2014.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat



ELLIOTT WORKGROUP

August 1, 2014

1103/1105 Lowell Avenue Plat Amendment

Project Description

The duplex at 1103/1105 Avenue in Park City, Utah sits across Lot 1, Lot 2 and the southern part of Lot 3 of Snyder's Addition Block 34. The property also includes Lot 32, Lot 31 and the southern part of Lot 30, which is located behind the existing duplex. The total property is 62 feet wide fronting Lowell Avenue and 140 feet deep. There is currently a driveway easement running parallel to Lowell which affords neighbors to the south access to private driveways.

A Plat Amendment will be created to reconfigure all of the existing lots into two distinct platted lots. Lot 1 will be thirty-seven feet wide by seventy feet deep. Lot 2 will be a slightly irregular shape. The street frontage will be twenty-five feet wide. The lot depth will be one hundred forty deep and the width of the lot at the rear will be sixty feet. Prior to execution of the plat, the existing duplex will be removed.

It is the intent of the Owners, Mark Parker and Steven Parker, to build one single family home one each lot.

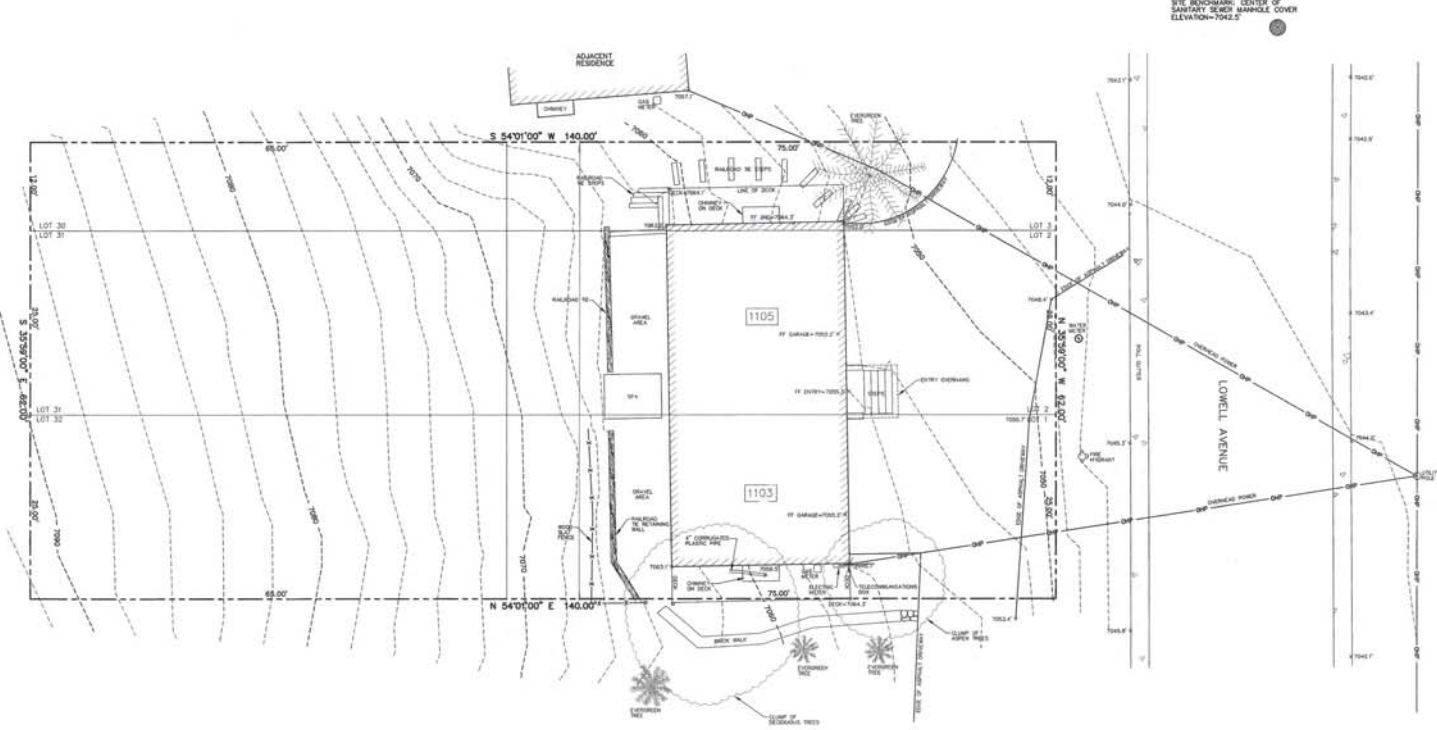
Respectfully submitted,

Craig Elliott, AIA
Principal





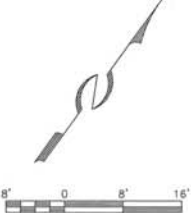
Exhibit D – Survey



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold Certification No. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described herein. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

- NOTES**
1. Site Benchmark: Center of sanitary sewer manhole cover. Elevation=7042.5'
 2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
 3. This topographic map is based on a field survey performed on March 9, 2007.
 4. Property corners were set or found.
 5. Snow coverage at the time of the survey was approximately 1' to 3'. As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.

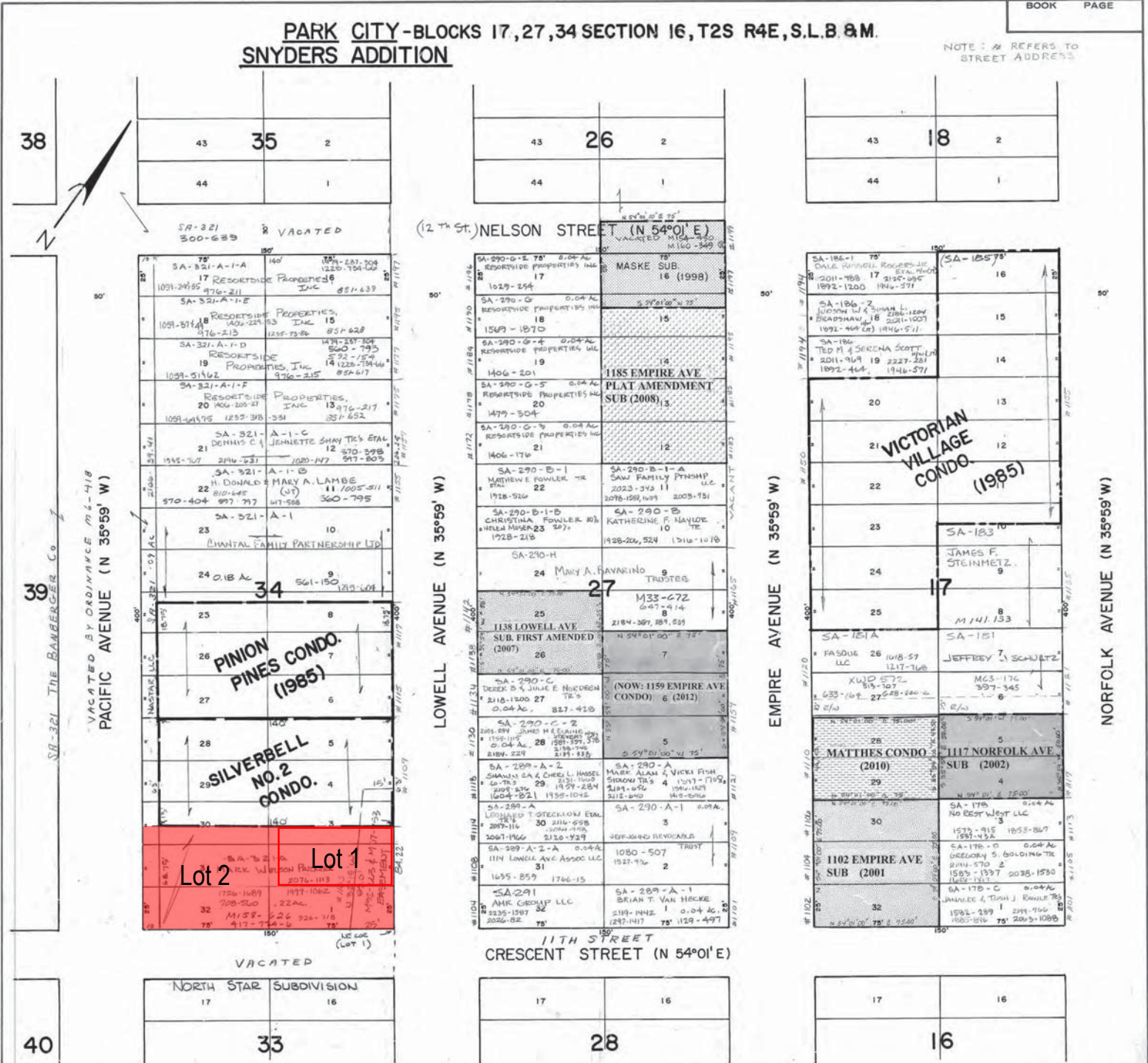


 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 303 Main Street, P.O. Box 2844, Park City, Utah 84050-2844	STAFF: MARTY MORRISON MARSHALL KING	TOPOGRAPHIC MAP SNYDER'S ADDITION, BLOCK 34 1103 & 1105 LOWELL AVENUE FOR: RICK NAVARRETTE JOB NO.: 1-3-07 FILE: K:\SnyderAddition.dwg\src\topo07\010307.dwg	SHEET 1 OF 1
(435) 540-8487	DATE: 4/10/07		

Exhibit E – County Tax Map

PARK CITY-BLOCKS 17, 27, 34 SECTION 16, T2S R4E, S.L.B. & M. SNYDERS ADDITION

NOTE: * REFERS TO STREET ADDRESS



Approved	REVISIONS - DATE AND INITIAL	(In Pencil)
Utah State Tax Comm	Sept 27, 2000	
Date	By	
Engineering Associates Inc.		

SUMMIT COUNTY, UTAH

SCALE
ONE INCH = 40 FEET
BOOK PAGE

1103 + 1105 Lowell Avenue Vicinity Map



RC

ROS

HR-1

Legend

-  Road Edges
-  Parcels
-  Park City HSI Significant Site
-  Park City HSI Landmark Site
-  Streets
-  Building Footprint (approx.)

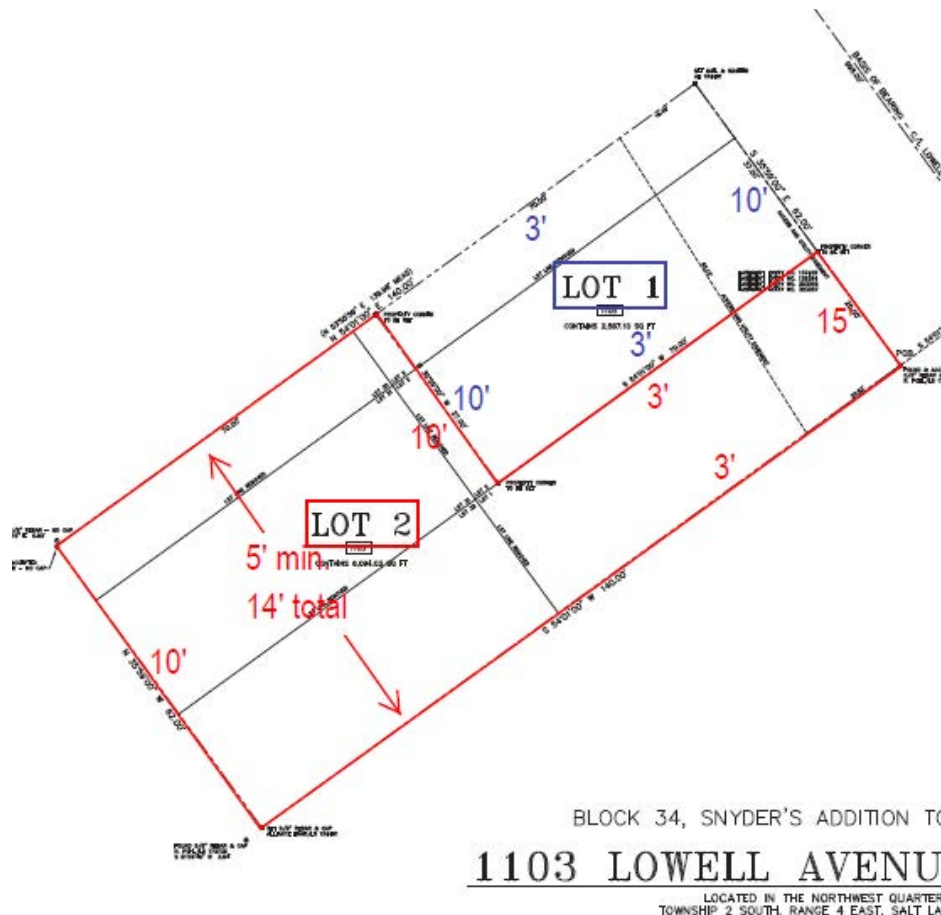




Planning Director Setback Determination

Subject: Barbara's Subdivision
Author: Thomas Eddington, Jr. AICP, Planning Director
Project Number: PL-14-02448
Date: September 2, 2014
Type of Item: Administrative – Plat Amendment
Setback Requirement for Unusual Lot Configurations

Land Management Code (LMC) § 15-4-7 indicates that all lots shall have a front, two (2) sides, and a rear setback. This same section indicates that there are four (4) exceptions to this setback standard. Sub-section E indicates that any lots, which are not specified in this section, shall have setbacks determine by the Planning Director. I have conducted an analysis of the proposed Lot 2 of Barbara's Subdivision Plat Amendment, which will be reviewed by the Planning Commission on September 24, 2014, and have determined that this proposed lot does not fall under the first four (4) specified exceptions listed under sub-sections A-D due to its unusual *flag lot* shape and have determined the following setbacks based on the attached diagram:



My determination is based on the fact that the proposed *flag lot* has two (2) different depths and widths since it is a combination of shapes unlike the lot listed exceptions and the more typical block lot.

Front/Rear yard setbacks: The LMC indicates that the front/rear yard setback within the Historic Residential (HR-1) District of a lot more than one hundred feet (100') in lot depth shall be fifteen feet (15') each; this would be the case on a standard *block lot*, a squared, rectangular shaped lot. Regarding the area consisting of the 140 feet lot depth shall have a front yard setback area of fifteen feet (15'), minimum. The majority of the lot containing the rear yard setback area (almost an independent lot behind a lot) has a lot depth of seventy feet (70'), due to proposed lot 1 being situated in front of the subject lot. The property to the west (rear) is in the Recreation and Open Space (ROS) District. Because of the majority of the rear yard area containing a lot depth of seventy feet (70') and the neighboring site to the west (rear), the rear yard setback shall be limited to ten feet (10'), minimum.

Side Yard Setbacks: Setbacks should simply follow the LMC standards depending on the specific width of the lot, i.e.: Where the lot is twenty five feet (25') wide, the setbacks shall be three feet (3'), minimum. Where the lot is sixty two feet (62') wide, the setbacks increase to five feet (5'), minimum, and fourteen feet (14'), total.

Due to the current application filed at the Planning Office, this setback determination is to be finalized by the Planning Commission/City Council during their perspective reviews, recommendations, and/or final action.

Attachment 1 – LMC § 15-4-7 Setback Requirement for Unusual Lot Configurations

PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 4 - Supplemental Regulations
15-4- 35

Summit County Health Code, the Fire Code, or State Regulations on mass gathering.

(3) The Use must meet all applicable International Building Code (IBC) requirements.

(4) The Applicant shall adhere to all applicable City and State licensing ordinances.

(C) REVIEW CRITERIA-PRIVATE PROPERTY.

(1) The proposed Use must be on private Property. The Applicant shall provide written notice of the Property Owner's permission.

(2) The proposed Use should not diminish existing parking. Any net loss of parking shall be mitigated in the Applicant's plan.

(3) The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.

(4) The Use shall not violate the City Noise Ordinance.

(5) The Use and all signing shall comply with the Municipal Sign and Lighting Codes.

(6) The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.

(7) The Use shall not violate the International Building Code (IBC).

(8) The Applicant shall adhere to all applicable City and State licensing ordinances.

(Amended by Ord. Nos. 06-22; 09-10; 12-37)

15-4 -17. SETBACK REQUIREMENTS FOR UNUSUAL LOT CONFIGURATIONS.

All Lots shall have a front, two (2) sides and a rear Setback with the following exceptions and clarifications.

(A) Development on Corner Lots shall have two (2) front Setbacks, unless otherwise an exception by this Code. The Rear Yard will be the side of the Property opposite the driveway Access from the Street. If it is not clear which boundary should border the Rear Yard, the Planning Director may specify which is the Rear Yard.

(B) Lots with more than four (4) sides shall have a Side Yard on either side of the Front Yard. The third Side Yard and Rear Yard may be specified by the Planning Director.

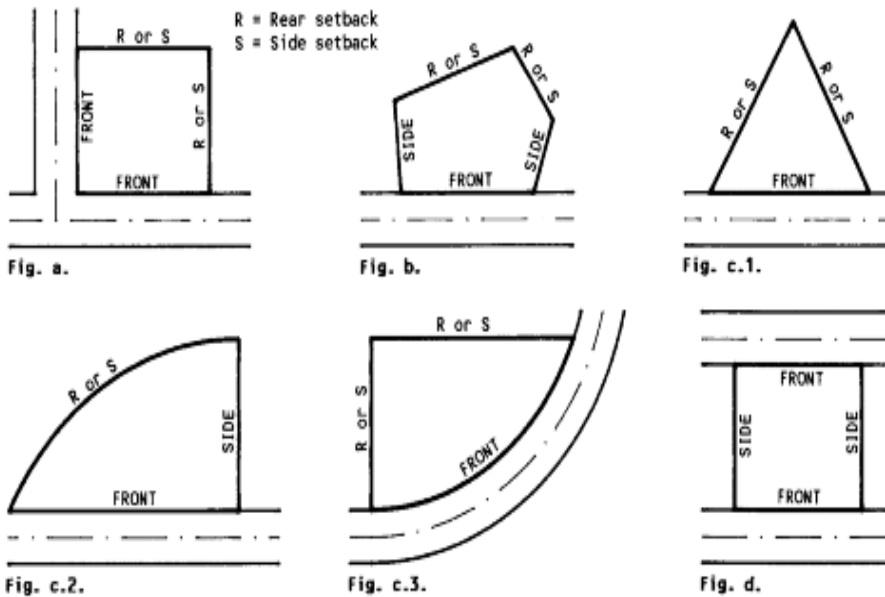
(C) Lots with three (3) sides will have a front Setback, side Setback and rear Setback. In those cases where one (1) side is clearly opposite the front, the rear Setback must be opposite the front Setback. If it is not clear where side and rear Setbacks should be, the Planning Director may choose which is a Side Yard and which is a Rear

Yard.

(D) On those Lots, which border a Street on both the back and front, both sides must have a front Setback, unless otherwise an exception by this Code.

(E) Any Lots, which are not specified in this section, shall have Setbacks determined by the Planning Director.

See the following illustrations:



(Amended by Ord. No. 06-22)

15-4 -18. PASSENGER TRAMWAYS AND SKI BASE FACILITIES.

(A) **CONDITIONAL USE.** The location and Use of a Passenger Tramway, including a ski tow or ski lift, is a Conditional Use. The location of base and

terminal facilities for the Passenger Tramway is a Conditional Use in all zones where the Use may be considered.

(B) **CONDITIONAL USE REVIEW.** Conditional Use permits under this section shall be issued only after public hearing before the Planning Commission, and upon the Planning Commission finding that all the following conditions can be met:

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 24, 2014

COMMISSIONERS IN ATTENDANCE:

Chair Nann Worel, Melissa Band, Preston Campbell, Steve Joyce, John Phillips, Adam Strachan, Doug Thimm

EX OFFICIO:

Planning Director Thomas Eddington, Kirsten Whetstone, Polly Samuels McLean, Assistant City Attorney

=====

REGULAR MEETING

ROLL CALL

Chair Worel called the meeting to order at 5:35 p.m. and noted that all Commissioners were present.

ADOPTION OF MINUTES

August 27, 2014

Commissioner Strachan referred to page 5, paragraphs 3 and 5, and noted that the "L" was missing from Chair Worel's name and it should be corrected.

MOTION: Commissioner Phillips moved to APPROVE the minutes of August 27, 2014 as corrected. Commissioner Campbell seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC INPUT

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Eddington stated that the Planning Commission typically appoints a liaison to attend Board of Adjustment meetings. He noted that Commissioner Stuard had volunteered to be the liaison, but since he was no longer on the Planning Commission they needed to appoint another Commissioner. Commissioner Band volunteered to be the liaison.

3. 1825 Three Kings Drive – Conditional Use Permit for Office Building
(Application PL-14-02329)

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

VOTE: Commissioner Strachan moved to CONTINUE the public hearing for 1825 Three Kings Drive CUP to October 8th, 2014. Commissioner Joyce seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 1103 and 1105 Lowell Avenue – An ordinance considering Barbara's Subdivision Plat Amendment. (Application PL-14-02448)

Planner Francisco Astorga was the project planner. Planner Astorga was unable to attend the meeting this evening and Director Eddington reviewed the application in his absence.

Director Eddington reported that the applicant was proposing to replat six partial lots into two lots. An existing structure on the property would be demolished as part of the recordation of the plat. The plat would propose Lot 1 at 1118 square feet. Lot two, which is a flag lot, would be 2163 square feet. Director Eddington noted that the flag pole section of the lot is a typical Old Town lot width of 25' wide. It would move to the back and widen to approximately 62 feet in the rear.

The applicant was proposing to demolish the structure on the front lot and propose a new development for that site. A new house would be built on the back portion of the proposed flag pole lot, Lot 2.

Craig Elliott, representing the applicant, requested a two year approval process because of the existing building structure and the amount of time required for approval of the design process. With the building season ending, he thought it made logical sense to have more than a year. Assistant City Attorney McLean was unclear as to why Mr. Elliott was requesting longer than a year because a building permit does not need to be pulled within year on a plat amendment. Mr. Elliott explained that there is an existing structure where the property line goes through and it needs to be moved forward with the plat amendment. He was requesting that they extend the time frame for demolishing the structure to two years versus one year based on the process and cycle for approvals, as well as the construction season.

Commissioner Strachan asked if the applicant was requesting the plat amendment to be able to access the house in the back. Mr. Elliott replied that it makes a better condition for a house in the rear and it creates a more appropriate relationship for a house in the front. The existing structure is dated and unattractive. In doing the plat amendment they would have to move the property line into where the existing duplex structure is located. Mr. Elliott stated that in a previous meeting this was talked about as an option. After looking closer at the site and their plans, the applicants chose to take that option.

Director Eddington referred to a typo in the table on page 43 of the Staff report for setbacks. He noted that Planner Astorga had inadvertently switched the front yard setbacks for the two proposed lots. To be correct, Proposed Lot 1 would have a front yard of 10' and a rear yard of 10'. Proposed Lot 2, which is the deeper lot, would have a front yard setback of 15 feet and a rear yard of 10'.

Chair Worel opened the public hearing.

Brett Adams, the resident and owner of 1109 Lowell Avenue right next door, recalled that the Planning Commission had done a site visit last year. During one of the meetings he had commented that he would like the applicants to have the home of their dreams and suggested at the time that they tear down the existing structure. He was pleased that they were contemplating demolishing the structure. Mr. Adams had concerns with the design for the back lot based on the plans he had seen last year. He had not seen the current plans, but he still had concerns about the size of the back structure off the flag lot. He had no idea what was being proposed on the smaller lot. Mr. Adams was opposed to the large behemoth structure that was originally proposed on the back lot last year. He was very interested in knowing their plans for the flag lot shape.

Mr. Adams asked how the 10' setback would work with a 27' height. Director Eddington explained that Lot 1 would sit 10' back from the right-of-way. Mr. Adams clarified that he was less concerned about the size. His concern was having a hulking behemoth structure with a very vertical façade. He pointed out that the existing structure built in 1978 has that feel and he would be happy to see it demolished. Mr. Adams understood that there was a possibility to create a duplex in the future on the flag lot, which would create three units on the site. He had questions and concerns regarding the density. He pointed out that until he sees the actual plans it is difficult as a neighbor to understand exactly how he feels or how he would be impacted.

Chair Worel closed the public hearing.

Commissioner Joyce had looked through Google maps trying to find examples of a house behind a house in this area. He asked if that situation was addressed in the Design Guidelines. Director Eddington stated that there are one or two examples in the Empire/Lowell area. Regarding the Historic District Design Review, Director Eddington stated that historically some of the houses were oddly offset and placed in odd locations. He believed it was a typical characteristic. However, many of those houses are gone because they were in ski slope and open space areas. Director Eddington stated that the Historic District Design Guidelines address the impacts of a structure that sits behind a front structure on a right-of-way. The guidelines work to keep the impact of the mass of the rear structure down so it does not impose the front structure. Director Eddington noted that those issues are addressed in the guidelines, as well as the setbacks that are typical for historic residential homes.

Commissioner Thimm noted that the Staff report states that no structure shall be erected to a height greater than 27' from existing grade. He asked if that was an end point. Director Eddington stated that as part of the proposal for a Steep Slope CUP, the applicant would submit a survey of the property with the existing topo lines, and that is what the Staff would consider to be existing grade. If the existing structure is demolished and the front lot has a basement and creates a cavernous area, the grade is interpolated to run natural to the slope of the existing grade. The contours would not be altered. Commissioner Thimm asked if it would be measured from the very lowest point of that existing grade. Director Eddington replied that it is measured at the contour.

Assistant City Attorney McLean remarked that even though State Code does not specify a timeframe for a plat, the Park City LMC requires it to be within one year of approval. The Code also codifies a way for an applicant to apply for an extension that would go straight to the City Council to streamline the process. Commissioner Strachan asked if the requirement is one year to record or one year to commence work. Assistant City Attorney McLean replied that it is one year to record. The applicant would not have to commence work; however, they would have to demolish the structure before they could record the plat. If the applicant needed an additional year, they could submit an application for a one-year extension prior to expiration of the first year. Ms. McLean pointed out that a one-year extension is typically granted unless the Code has changed.

Commissioner Strachan asked if the extension had to be approved by the City Council or whether the Planning Commission could grant a two-year time frame. Assistant City Attorney McLean stated that the Planning Commission could recommend a two-year time frame in their recommendation to the City Council, but they would not be able to grant it because the LMC requires that the final plat shall be signed and recorded within one year of approval.

Mr. Elliott was comfortable with sending that recommendation to the City Council.

Director Eddington referred to page 50 of the Staff report and noted that the proposed plat said 1103 Lowell Avenue Subdivision. He clarified that the actual name is Barbara's Subdivision, which is stated throughout the Staff report; but that correction had not been made by Alliance Engineering on their drawing.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for the plat amendment for 1103 and 1105 Lowell Avenue, Barbara's subdivision, according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report, with a recommendation to the City Council that they extend the one-year plat recordation requirement to two years. Commissioner Joyce seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Barbara's Subdivision

1. The property is located at 1103 and 1105 Lowell Avenue.
2. The property is in the Historic Residential (HR-1) District.
3. The subject property consists of all of Lot 1 & Lot 2, southern portions of Lot 3 and 30, Lot 31 and Lot 32 (minus the east ten feet of lots 30, 31, & 32) of Block 34 of Snyder's Addition Survey.
4. The site currently contains a duplex that was built in 1978.
5. When the structure was built a two-family building (duplex) was an allowed use in the district. Should this application be approved, the applicant would demolish the existing duplex prior to plat recordation as a condition of approval.
6. The entire area is recognized by the County as Parcel no./Tax id no.: SA-321-A.
7. The proposed plat amendment creates two (2) lots of record from the existing area consisting of 8,680 square feet.
8. A single-family dwelling is an allowed use in the Historic Residential (HR-1) District.
9. The minimum lot area for a single-family dwelling is 1,875 square feet.

10. Lot 1 is proposed to be 2,581.10 square feet.
11. Lot 2 is proposed to be 6,094.03 square feet.
12. The proposed lots meet the minimum lot area for a single-family dwelling.
13. A duplex is a conditional use in the Historic Residential (HR-1) District.
14. The minimum lot area for a duplex is 3,750 square feet.
15. Lot 1 does not have enough area to qualify for a duplex dwelling.
16. Lot 2 meets the minimum lot area for a duplex.
17. The minimum lot width allowed in the district is twenty-five feet (25').
18. Lot 1 is proposed to have a lot width of thirty seven feet (37').
19. Lot 2 is proposed to have a lot width of twenty five feet (25').
20. The proposed lots meet the minimum lot width requirement.
21. Lot 1 is proposed to have a building footprint of 1,118.5 square feet.
22. Lot 2 is proposed to have a building footprint of 2,163.5 square feet.
23. Land Management Code § 15-4-7 indicates that all lots shall have a front, two (2) sides, and a rear setback.
24. Land Management Code § 15-4-7 indicates that there are four (4) exceptions to setback standard. Furthermore sub-section E indicates that any lots, which are not specified in this section, shall have setbacks determined by the Planning Director.
25. The Planning Director has conducted an analysis of proposed lot 2 and have determined that this proposed lot does not fall under the four (4) specified exceptions listed under sub-sections A-D due to its unusual flag lot shape and have determined the following setbacks:
 - a. The front yard setback shall be limited to a fifteen feet (15'), minimum.
 - b. The rear yard setback shall be limited to ten feet (10'), minimum.
 - c. Where the lot is twenty five feet (25') wide, the side yard setbacks shall be three feet (3'), minimum.

d. Where the lot is sixty two feet wide, the side yard setbacks shall be five feet (5'), minimum, and fourteen feet (14'), total.

26. The Planning Commission agrees with the Planning Director's setback determination.

27. Development shall comply with Building Height parameters including the following height provisions: Maximum Height, Final Grade, Lowest Finish Floor Plane to Highest Wall Top Plate, Vertical Articulation, Roof Pitch, etc.

28. Each structure shall meet applicable parking standards.

29. Staff has identified that the duplex does not meet current LMC standards outlined above such as the side setbacks and height including vertical articulation.

30. The current building on the site is considered legal non-complying.

31. The LMC indicates that a non-complying structure may continue to be used and maintained subject to the standards and limitation of LMC Chapter §15-9.

32. The existing remnant parcels will become part of a legal lot of record.

33. This plat amendment is consistent with the Park City LMC and applicable State law Planning Commission - September 24, 2014 Page 47 of 338 regarding subdivision plats.

34. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

35. The applicant stipulates to the conditions of approval.

Conclusions of Law – Barbara's Subdivision

1. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.

2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – Barbara's Subdivision

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All new construction will require modified 13-D sprinklers.
4. A ten feet (10') wide public snow storage easement will be required along the front of the property.
5. The existing duplex shall be demolished prior to plat recordation.

**2. Ratification of Amended Park City Heights Development Agreement.
(Application #PL-13-02009)**

Planner Whetstone stated that this item was a ratification of an amended development agreement. She explained that once an application for a master planned development is approved by the Planning Commission, the applicant has six month to provide a development agreement to the City. Typically, the City and the applicant draft the agreement together. Planner Whetstone remarked that the amendments to the Park City Heights master plan development were required based on soils issues and the need to create an on-site repository. The concept plan had to be modified and some units were relocated to accommodate the repository. The modified concept plan came before the Planning Commission during a work session in November 2013, at which time the Commissioners agreed to amend the MPD. Planner Whetstone noted that the revised application was submitted on July 30th, prior to the initial expiration. The amendments were approved and the applicant met the six month timeline to submit the development agreement.

Planner Whetstone stated that this had not come back to the Planning Commission for ratification sooner because the water agreement was one of the items being amended. The original development agreement was drafted when the City was actually a property owner in the project, and the agreement was between the City and the previous developer. Due to the change in ownership, as well as other issues, the Staff Determined that the development agreement needed to be amended. Planner Whetstone referred to the Amended Development Agreement on page 247 of the Staff report and noted that Boyer



City Council Staff Report

Subject: Meeting Management Software
Author: Matthew Dias
Department: Executive Department
Date: October 9, 2014
Type of Item: Administrative – Award of Contract

Summary Recommendations:

Staff requests City Council authorize the City Manager to enter into a Licensing, Support, and Hosting Services Agreement with Carashoft Technology Corp. ([IQM2 Inc.](#)) in the amount of \$1,030.00 per month, or \$12,360.00 annually, to purchase a professional meeting management software solution. The term of the contract is month to month, with no annual increases for the duration of the working relationship, and includes standard opt out provisions with written notice.

Topic/Description:

Purchasing and implementing a professional meeting management software solution will improve community access to public meeting information as well as improve meeting preparation, workflow, archival practices, and post-meeting search functionality.

Background:

Previously, Council directed staff to research professional meeting management solutions to provide greater transparency and access to its public meetings, as well as deliver an integrated solution that combines meeting minutes and agendas with audio recordings (live streaming and post meeting). After several months of research, Staff recommended, and Council agreed, engaging Hyland Software Inc. (Sire Technologies). After months of planning to implement the software, Sire was purchased during an acquisition and indicated that they would no longer support their meeting module.

Staff immediately terminated the agreement with Sire, ensured no City funds were expended, and reconvened the working group to solicit new proposals. Similar to the previous working group, representatives included Executive, Sustainability, and IT Staff.

During the previous RFP process, Council requested detailed information on the following:

- Ability for online audio streaming;
- Safeguards against unforeseen and/or contractual annual increases;
- Number of licenses included and at what cost; and
- The inclusion of our other public boards and commissions.

Analysis:

It is important to highlight three things prior to focusing on the providers who responded to the RFP:

1. Different types of meeting management solutions have been in place for at least a decade, if not more, and many cities and towns already utilize this technology;
2. The most recent innovations are found in the incorporation of live-streaming audio and visual capabilities, as well as the improved archival and post-meeting search functions; and
3. Though the City's current meeting management process is not broken by any means, a new software system will help to increase public access to our meetings and content, as well as provide Staff with greater efficiency, accountability, and minimal hardware requirements going forward.

In July 2014, a new RFP was issued and all prior RFP respondents were notified that PCMC still desired a meeting management solution. Four qualified responses were received, and live demonstrations scheduled with each provider. From early on, Staff determined that each provider met the capability and technical criteria set forth in the RFP. Staff also determined that each provider had experience with municipal jurisdictions, including cities, towns, school boards, and various special districts.

Despite each provider meeting scope and criteria requirements, each provider's software differed considerably in terms of search functionality, style and content, editing and formatting capabilities, and public and Staff user interfaces. After the final demonstration, Staff determined the IQM2 platform was the preferred solution. Some, but not all, positive factors that set IQM2 apart include:

- IQM2 met technical and functionality criteria;
- The simplicity and straightforwardness of IQM2's public user interface would create the greatest opportunity to enhance transparency and access to Council meetings with minimal disruption to the current processes in place;
- The simplified search function and archival practices were top notch and accessible via various internet search engines;
- The efficient internal workflow processes and accountability tools of pre-routing document review, tracking, and editing were viewed as complimentary, not disruptive, from the manual systems currently used by Staff today;
- Although not overly decisive, IQM2 was the lowest cost proposal (\$1,030.00/month or \$12,360/year) and comes without any additional one-time costs or limits on the number of licenses and/or hours of technological support and training provided;
- The IQM2 solution includes both audio and visual real-time streaming for no additional cost (Staff is not recommending video streaming at this point, only audio);
- The IQM2 solution can be also expanded by Staff at any time to incorporate other boards and commission, such as Planning; and

- The IQM2 solution includes an expansive effort to archive and catalog previous Council meeting minutes and agendas, with enhanced search functionality, from what we have today.

In short, the IQM2 solution provides several different meeting portal integration options that coincide and compliment the City's existing website, without requiring an entirely different meeting management process altogether or enhancing our existing website. IQM2 offers free training and implementation for Staff and Council, as well as two weeks of conducting parallel meetings (at the Staff level) to avoid disruptions during the official public rollout. The IQM2 solution will include the latest in security and data retention standards in order to minimize system failures, security breaches, and potential for data loss.

In addition, the IQM2 solution includes live and on-demand audio/visual streaming services that are available on any type of device and/or browser, and there are no one-time or ongoing technological costs not accounted for in the proposed monthly fee. In other words, the monthly fee encompasses everything the City anticipates it will require for the foreseeable future.

The internal workflow and meeting preparation application, primarily used by Staff, is also complementary to the existing manual system used today, yet utilizes new software to conduct a series of departmental reviews that are tracked and coordinated electronically. Also, the new solution will allow Staff to continue using a suite of Microsoft products that allow existing documents and files to remain in native formats (PDF, Doc, etc.) without disruption and with current tracking capabilities.

Due to IQM2's flexibility and customer configuration, Staff does not anticipate any significant challenges or disruptions, either internally or externally, as a result of this conversation. Most of the public interface, particularly in terms of actual meeting minutes and agendas available to the public, will remain largely unchanged, yet now will include automated components, live streaming, greater search functionality, and easier archival practices.

Going forward, the entire Council agenda and meeting minutes will be supported and activated using a searchable platform that can be streamed (audio) live and also archived with the audio, for each agenda item. In addition, dedicated support specialists are on call 24 hours, 7 days a week, for Staff, also at no additional cost. Implementation is expected to take approximately two months, with two City Council meetings run unofficially in the new program by Staff and IQM2 representatives prior to the actual public rollout.

Department Review:

Executive, Legal, IT, and Budget.

Alternatives:

A. Approve: Authorize the City Manager to enter into a Licensing, Support, and Hosting Services Agreement with Carashoft Technology Corp. ([IQM2 Inc.](#)) in the amount of \$1,030.00 per month, or not to exceed \$12,360.00 annually, to purchase a professional meeting management software solution. (Staff recommendation)

B. Deny: Deny approval.

C. Modify: Direct staff to modify the agreement to include or exclude certain items and/or services.

D. Continue: Continue item with specific direction to Staff on next steps.

E. Do Nothing: Continue meeting management operations as they exist today.

Funding Source:

The IT Dept. has resources set aside in order to fund this project.

Consequences of not taking the recommended action:

No direct operational impact would be felt, and PCMC would continue to operate as it does today. Though far from broken, the manual process in place today could be greatly enhanced with the use of this technology, which is already deployed in many other jurisdictions around the State and country. This would provide our community with a modern and effective method of sharing the information taking place at public meetings, as well as promote greater transparency and access for members of the public and greater community.

Exhibits:

Exhibit A – Response to the RFP and Professional Service Contract Pricing

Exhibit B – [Minutes from 8/8/13 CC meeting](#)

Exhibit C – [Staff report from 8/8/13](#)

CARAHSOFT'S RESPONSE TO THE

Park City Municipal Corporation



REQUEST FOR PROPOSAL

Meeting Management Software

Friday
July 18, 2014

SOLUTION PROVIDED BY



CARAHSOFT TECHNOLOGY CORP.
12369 SUNRISE VALLEY DRIVE
RESTON, VA 20191

888.66.CARAH | WWW.CARAHSOFT.COM

July 18, 2014

City Hall, Executive Offices
445 Marsac Avenue
Park City, UT 84060
ATTN: Marci Heil, City Recorder

Re: *Carahsoft's Response to the Park City Municipal Corporation's Request for Proposal for Meeting Management Software*

Dear Mrs. Heil:

Carahsoft Technology Corp. appreciates the opportunity to respond to Park City Municipal Corporation's Request for Proposals for Meeting Management Software. Carahsoft is proposing IQM2 MinuteTraq, which fully meets the City's requirements for City Council Meeting Management Software and Support.

Carahsoft is submitting as the IT Schedule 70 GSA Contract holder (GS-35F-0119Y) and reseller for **IQM2 Inc.** As a top ranked GSA Schedule holder, Carahsoft has delivered best value solutions to our government clients for over ten years including Park City Municipal Corporation's. In fact, Carahsoft has delivered IQM2 software for the City of Reno, NV, Incline Village, NV and the City of Coolidge, AZ.

Please feel free to contact me directly at 703.889.9701/Katie.Dyer@carahsoft.com with any questions or communications that will assist Park City Municipal Corporation's in the evaluation of our proposal. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,



Katie Dyer
Account Representative

TABLE OF CONTENTS

Executive Summary.....	1
Solution Overview.....	1
Prime Contractor: Carahsoft Technology Corp.....	1
Solution Provider: IQM2 Inc.....	2
Executive Team.....	3
Scope of Services Required	4
1. Software Development and Integration	4
2. Training.....	4
3. Design Criteria and Minimum Requirements	5
A. Security	5
B. Technology.....	5
C. Recording.....	6
D. Workflow.....	7
E. Branding	10
F. Support.....	10
G. Training	11
H. Measures and Usage Statistics	12
I. Other.....	12
Similar Projects.....	13
Training Program.....	14
Remote Training Environment	14
MinuteTraq	15
Proposed Cost	19
In Summary	23

EXECUTIVE SUMMARY

Solution Overview

Carahsoft Technology Corp. understands that the Park City Municipal Corporation's is seeking City Council Meeting Management Software and Support. As the Prime Contractor, Carahsoft is proposing for the initiative software from our Solution Provider, IQM2, as the best solution to meet the City's requirements.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is a government only IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing and contract program management. This experience has enabled Carahsoft to achieve the #2 spot in leading software license GSA resellers.

VENDOR RELATIONSHIPS – Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity and a focus on strategic vendor relationships of which **IQM2** is an important part. Carahsoft's contract vehicles carry over 160 vendors.

PROVEN EXECUTION – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates over 40,000 quotes per year that are worth hundreds of millions of dollars. All quotes are sent out same day, usually within 30 minutes or less.

CONTRACT VEHICLES – Over the past ten years, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of contracts can be found at www.carahsoft.com/contracts/index.php.

GROWTH & STABILITY – Carahsoft has continued to show impressive growth year after year, turning annual revenue from \$3.4 million in our first year in 2004 to \$1.065 billion in 2011, \$1.465 billion in 2012 and \$1.8 billion in 2013 totaling \$6.3 billion in orders year to date. We are a stable, conservative and profitable company and have received numerous accolades including the 2013 GovCon Government Contractor of the Year Award in the greater than \$300M revenue category.

Carahsoft was also recognized in the following areas in 2012-2013 rankings:

- 2nd largest GSA Schedule 70 Contract holder
- 6th of the Washington Business Journal's 100 Largest Private Companies List for 2013
- 2012 Federal 100 Winner, Craig P. Abod, President & CEO
- 2013 Federal 100 Winner, John Lee, Vice President of Cloud Services



Solution Provider: IQM2 Inc.

IQM2 was founded in 2006 by Daryl Blowes with the launch of the M2 Suite of Open Meeting and Legislative Process software solutions. By assisting the government and public sector, IQM2 is revolutionizing how the public sector collaborates with stakeholders and the public. Officials become more efficient in the way they work together, have meetings, make decisions, follow through with actions and share information. IQM2 has emerged as the only end-to-end meeting public meeting management automation systems under one roof.

As a result, growth and recognition has been swift. IQM2's role as an industry innovator was recognized as IQM2 became the only company in the industry to be approved by the General Services Administration (GSA). The national software industry acknowledged IQM2's innovation as IQM2 was awarded the prestigious SIIA's CODiE Award for Best Emerging Software Company. Shortly thereafter IQM2 was awarded Long Island's Award for Software Excellence (LISA). Most recently IQM2 was fully vetted and selected by Nassau County Board of Cooperative Educational Services (BOCES) to offer the IQM2 Agenda Management Solution to the 56 School Districts in Nassau County, New York, as well as the Georgia Municipal Association (GMA), one of the oldest and most progressive government associations in the country.

Government Management Information Sciences International (GMIS), the leading government information technology group that provides a forum for government IT leaders at all levels of government to share information regarding government based technology, elected to work with IQM2 to bring IQM2's Agenda Management and Video Streaming solutions to their members.



Additionally, 2014 has seen many of the most progressive governments in the country migrate their public meeting processes to IQM2. Carahsoft and IQM2 hope to have the honor of working with Park City Municipal Corporation on this critical engagement.

EXECUTIVE TEAM

We hold ourselves to a higher standard at IQM2 and as such, your organization should expect this standard to always be met. IQM2 practices a proactive leadership style that emphasizes quality, excellence, and value-added benefit to our clients. We focus our efforts on value creation that best serves the needs of our valued clients. We are proud of the results of our diligent development efforts in this area.

As such, we consider our management team's effectiveness to be one of our key differentiators. Our management team is always pleased to spend time with you. They are always available to discuss custom requirements and procedures and to answer any questions you may have. They willingly accept ultimate responsibility for the success of the programs we deliver. They will answer requests with facts, candid analysis, and intelligent recommendations.

Daryl Blowes **Founder and Chief Executive Officer**

Daryl Blowes has served as a technology consultant for many public sector entities. He has been featured in numerous publications as an expert in public meeting management. His vision and understanding of the government technology space has enabled IQM2 to emerge as the leader in this very critical arena. Daryl received his Bachelors in Computer Science from Polytechnic University on Long Island, New York in 1998. After graduating he founded IQM2 and provided valuable consulting and software development services for local government and companies in various industries including accounting, wholesale, retail, warehouse, television programming, insurance, transportation, hotel, legal, recruitment and real estate. After developing the flagship product MinuteTraq, he continues to expand the IQM2 operations to a nationwide service.

Scott Greenberg **Chief Operating Officer**

Scott Greenberg has been with IQM2 since 2013. He is responsible for managing the company's sales, marketing, customer service and administration. Prior to IQM2, Mr. Greenberg was a partner at NatureCity, a direct marketing company he helped form in 2001. During his tenure at NatureCity, Mr. Greenberg helped build the company from scratch into a leader in the direct-to-consumer nutritional supplement business. His wide ranging responsibilities included building sales, customer service, e-commerce and multiple marketing channels. Prior to NatureCity, Mr. Greenberg held roles in both bond trading and investment banking at Salomon Brothers. Mr. Greenberg holds an M.B.A. in Finance and Entrepreneurship from the Wharton School of the University of Pennsylvania and a B.A. in Economics from the University of Michigan where he graduated with High Distinction.

SCOPE OF SERVICES REQUIRED

1. Software Development and Integration

There are several options for integrating the IQM2 meeting portal into the City's website. First, the ability to pick color themes already built-in gives many users a quick way to link over to the portal. Second, the empowerment to put the portal in "Frame" mode whereby the City's website navigation, borders, headers, etc. are used and the IQM2 portal just feeds the body of the page. Third, IQM2 currently has a master page system that would provide the same effect as the frame-mode but completely generated from the IQM2 server and without the need for IFRAME setup. Last, the IQM2 platform exposes a complete set of SOAP/API calls that allow custom integrations to be built.

2. Training

IQM2 does not charge for training, implementation, customizations or support. This is all included in the monthly fee. IQM2 has provided training and implemented many large governments. Due to length constraints on this RFP, I am showing a brief overview of training here: During the first 2 weeks of training we cover submitting, approving and building the agenda for the upcoming Parallel meeting. By week 3 the parallel meeting is taking place, the minutes are being completed and training of the preparers takes place so that submitting for the Live meeting can begin. In week 4 the customer is generating the agenda for the live meeting and the board members are trained if necessary.



3. Design Criteria and Minimum Requirements

A. Security

If services are compromised and a virus or malware potentially spreads through user interfaces, what actions would be taken?

- Local area networks of PCMC are the responsibility of PCMC. IQM2 takes full responsibility for the data stored on IQM2's servers.

1. What security standards are in place to ensure system availability and data integrity?

IQM2 has redundant Tier 3 Data Centers in separate geographical areas of the country. There is failover functionality in place. IQM2 has never been down, but by law, need to disclose that IQM2's uptime is 99.9% due to the system getting periodic updates in the middle of the night on Saturdays about 3 times a year.

2. In the event of a security breach or data loss, what is the communication process to the customer?

This has never happened in IQM2's systems, but in the event there was a breach, clients would immediately be called and emailed to inform the client of the current situation. Our Tier III armed guard bank level security is operational in hundreds of governments across the county and security is one of our highest concerns.

3. What information is collected about users and systems that utilize your service? How long is this information stored?

Information about the users collected by the system is determined by the Administrator in the system and kept as long as the client deems it necessary. Information about IQM2's report and analytics is based on capturing the data when a citizen enters their information into the citizen web portal and other analytics which is again held at the client's discretion.

B. Technology

1. How many simultaneous audio and/or video streams are supported? (We assume unlimited but seek confirmation)

IQM2 has the most robust streaming structure in the industry. IQM2 has deployed the same structure as companies like Google, MSN etc. consisting of 75 logical datacenters with aggregate and width in excess of 1 million T-1s.

2. How are technological issues with streaming content addressed and what is the level of service the city can expect for remediation?

IQM2 is regularly migrating clients from other service providers in part due to IQM2's client centric nature and adherence to SLA's. An example of one is as follows. All Client Calls will be returned within 30 minutes. While the reality is that over the last 3 quarters 95% of all incoming calls have been handled live by an IQM2 Support Specialist.

3. Are streaming service natively supported and on what devices and browsers?

Live and on demand streaming services are natively supported, and available on any device/ browser, including the iPad and iPhone.

4. Are apps provided and for what mobile platforms?

A native iPad application is provided for citizens, staff and board members. The app allows for viewing of media and meeting data. For staff and board members, the app also features some annotation capabilities. For all other mobile platforms, all of the features that the app offers are available in a mobile friendly citizen / staff web portal that we provide as output of our solution.

5. Is audio or video data easily exportable and in what format?

This is a standard functionality in the system and completed very easily with just a few clicks by the end user in WMV, MP4 and MP3.

6. Are there any ongoing or one0time technological costs associated with the software solution, such as server costs, hosting, ect. (please delineate each item and associated costs by year)?

There are no one time or ongoing technological costs associated with the solution. IQM2 provides true software as a service. One monthly fee will encompasses everything that the city needs.

C. Recording

1. What audio and video equipment specifications are recommended to capture audio and video streaming? Please segregate the specification for each component assuming a pahse-in spproach.

Most any video camera is supported; it is up to the client as to the value and quality of the video camera they wish to use.

IQM2 has recommended Panasonic Models in the past:

- High End: Panasonic AG-DVx-100B \$ 2,000
- Mid-Range: Panasonic PV-DV953 Mini DV Camcorder \$ 1,200
- Low End: Panasonic PV-GS300 \$ 800

2. What audio inputs and signal type will the system accept?

HD Fire Wire, RCA and S-Video are all supported. IQM2 has seen agencies use other types of inputs, and utilize a converter box to feed the encoder the proper signal.

3. Is audio and video stored in a standard or proprietary format?

Audio and video is stored in standard MP3, MP3 and WMV formats.

4. How is audio and video quality adjusted?

The quality and bit rate of the stream and archiving is based on the users wishes. Standard functionality dictates that the bottleneck will reside in the network access of the citizens wishing to engage in the streaming and viewing of the presentation.

5. Are external conference phones or video feeds supported?

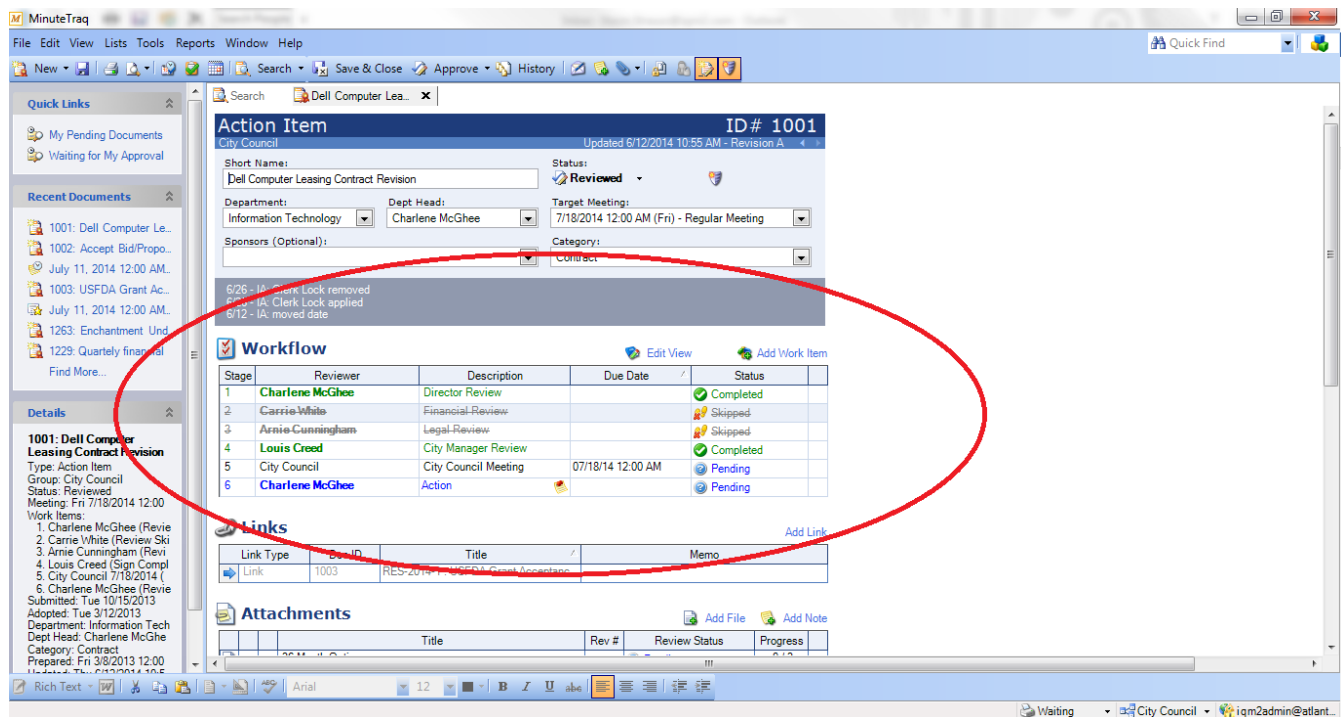
External conference phones and video feeds are supported.

D. Workflow

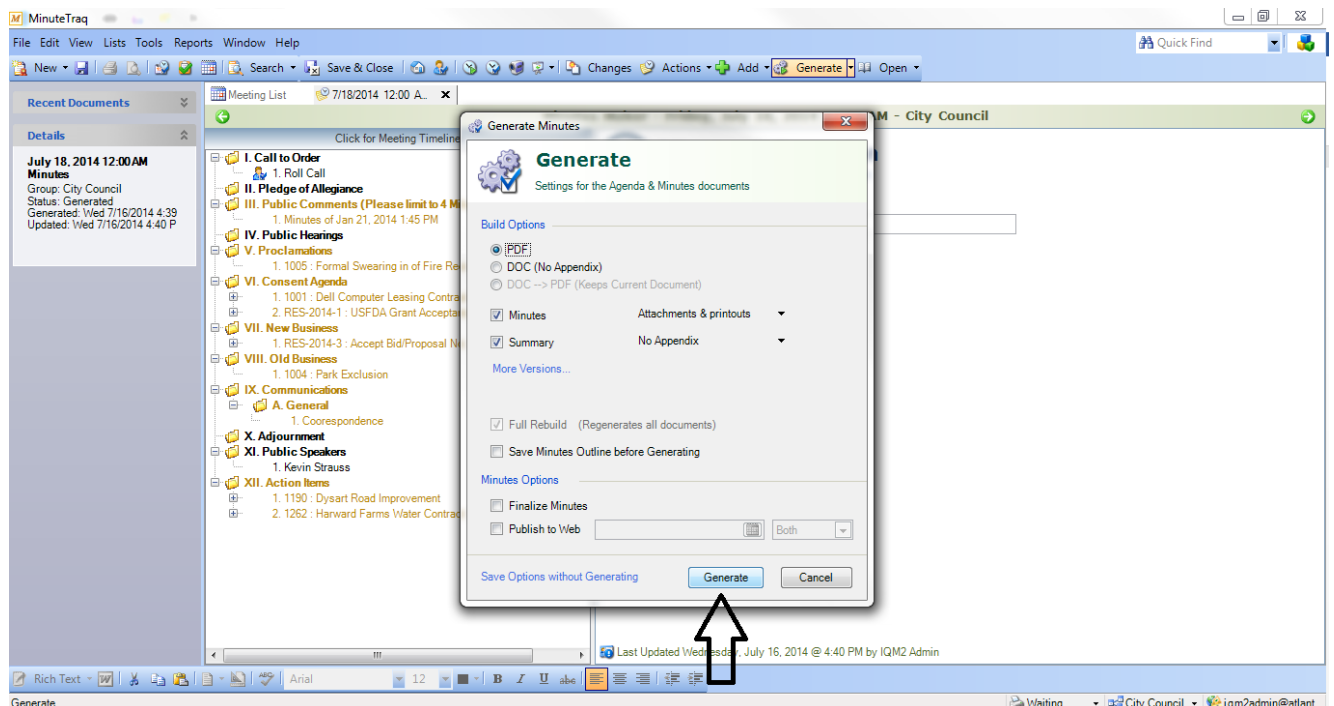
1. Are API's available to connect to workflow components? If so, please provide overview of capabilities.

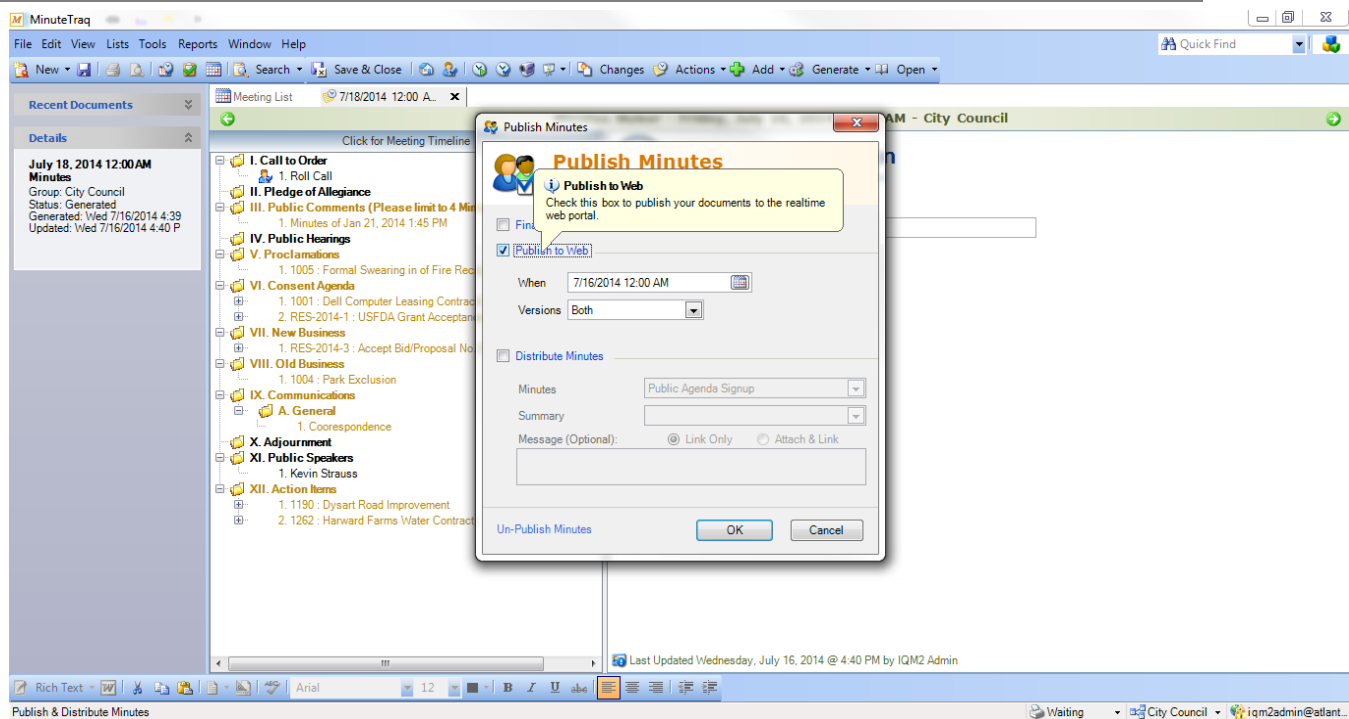
The application is built on Microsoft .NET 2.0 technology from the ground up. The database runs on Microsoft SQL Server 2005 or higher. The business logic layer that maintains security and manages access to the data and files is a .NET Web Service utilizing SOAP and XML datasets which creates an open API for integration. The actual documents and files are saved in the basic file system in their native file formats, typically doc, pdf and other standard files, and are accessed through the web service.

2. Please provide (electronically or paper) a brief demo of a standard internal workflow system or phasing in preparation of a public meeting agenda, as well as the processing and posting of minutes after the meeting is completed.



The screenshots above shows a screen shot of what a standard workflow would look like in the MinuteTraq solution. Users can easily view all information associated with a given item, including the work flow that it will take throughout its life.





In the screenshots, you will see that once the meeting is completed, the processing of the minutes is a simple click of the “generate” button, and posting the finished minutes to the web is as easy as clicking a check box that will post them in real time.

3. Who has the permission to directly change workflows?

Park City is in direct control over the permissions that are given to users. MinuteTraq is a permissions, or rights based application that allows administrators of the system to dictate what different users can see and do.

4. Describe the user-licensing model and how many licenses are provided? (We assume unlimited for staff but seek clarification)

IQM2’s standard monthly pricing model includes unlimited users, departments, committee’s, meetings, data storage and installations.

5. Does the workflow allow for customer forms, templates and attachments? Are there any size or formation limitations?

This is a standard functionality in MinuteTraq. IQM2 has the most robust template form building available. They can mirror the City’s exact layout. This is a byproduct of IQM2’s full integration of forms with Microsoft Word. Templates as well are fully customizable at no extra cost

6. Does the workflow utilize editing tools such as grammar and spell check?

Yes, in addition to IQM2’s Microsoft Word integration, spell check is implemented in the MinuteTraq

application system wide.

7. Does the software automatically populate the agenda when prompted?

Yes, "Autofill" is the term that IQM2 uses in MinuteTraq to automatically populate the agenda when prompted.

8. Does the software allow for adjustable time increments for each agenda item when prompted, if so, how?

MinuteTraq solution allows you to create customized agenda documents that are easily manipulated by The City.

E. Branding

1. Will the product support a branded interface?

The interface that IQM2 provides for the city to connect with its citizens is fully customizable. IQM2 can mirror the exact look and feel of Park City's current website, and even leaves the back end of the portal open to administrators of Park City to insert custom Java script and CSS if desired.

2. Will the solution integrate into a web-iframe?

Yes, a number of IQM2 clients currently integrate the citizen web portal into a web-iframe.

F. Support

1. When is support available and in what time zone?

There are dedicated IQM2 Support Specialists on call 24 hour, seven days a week. There are no additional costs for our 24x7 support.

2. How do support calls get prioritized?

IQM2, Inc. standard Service Level Agreement (SLA) stipulates that all calls must be returned within one hour with expectations set for resolution. That being said, over the last two quarters 95% of all calls have been answered directly by the Support team. Additionally, IQM2 is a strident proponent of conducting root cause analysis to ensure issues are resolved.

3. What is the expected response time to support calls?

IQM2, Inc. standard Service Level Agreement (SLA) stipulates that all calls must be returned within one hour with expectations set for resolution. That being said, over the last two quarters 95% of all calls have been answered directly by the Support team. Additionally, IQM2 is a strident proponent of conducting root cause analysis to ensure issues are resolved.

4. Are security/software updates regularly provided in conjunction with platform updates from Apple, Google and Microsoft?

Yes, this is standard functionality in IQM2's system.

5. How many administrative users are allowed to manage the system?

This is determined during the discovery phase of working together. IQM2 allows for an unlimited number of administrative users, but it is the decision of Park City to determine how many it would like.

6. What are the annual support costs?

There are no support costs; this is all included in IQM2's simple software as a service monthly fee.

7. Are there any storage limits? If so, what other costs could be incurred?

There are no storage limits for documentation, video or audio. IQM2 also encourages users to allow IQM2 to OCR and index all previous meeting Agenda's for the City's searchable advantage.

8. If the business relationship is terminated, how is data extracted and maintained with the City or archival and State Law purposes?

At any time PCMC may backup all of their data in useable format and as a part of the simple terms, all data input into the system is owned by the City and if the City wishes to terminate the agreement, all data will be delivered via download, DVD or whichever method the City desires.

G. Training

1. Is online self-paced training available for the use, management and support of the system? Will you provide an example?

The IQM2 training academy login allows for the user to train and fast or as slow as the City likes. IQM2 has many videos for every level of training. These videos are proprietary and will be shared if/when IQM2 is selected for the next stage of analysis.

2. Provide a clear implementation schedule (with dates) that the City and Provider could reasonably achieve given your experience implementing similar systems in other municipal jurisdictions.

IQM2 has provided a detailed customer training outline later in this response. To give exact dates of completion would largely depend upon the award date. IQM2 is confident that upon contract signing the timeframe laid out in the training guide can be easily accomplished, which would have The City up and running five weeks from contract signing.

H. Measures and Usage Statistics

1. Are usage statistics provided to the customer? Is so, what information is provided?

IQM2 has been advised by clients who have evaluated all the major providers in this space that IQM2 has the most robust reporting tools. IQM2 has also released an integration with Google metrics which is quite powerful for organizations who are seeking to report on usage in addition to customizable reporting tools within MinuteTraq.

I. Other

1. Will vendor maintain audio and video formats to meet common/popular user software?

Since IQM2 is true Software as a Service and the City will always have the newest platforms available, this will continue to be IQM2's model well into the future.

2. In the event of a disaster or other similar event, are Service Level Agreements in place with all support vendors?

Yes, this is standard functionality in IQM2's proposed solution.

3. Will there be any sub-vendors or other parties involved?

No, there will be no sub-vendors or other parties involved.

4. What is the data backup frequency and expected recovery time?

IQM2 has redundant Tier 3 Data Centers in separate geographical areas of the country. There is failover functionality in place.

5. How many licenses are available?

IQM2 provides true software as a service allowing for unlimited users of the solution.

6. Is data directly accessible by the customer?

Yes, this is standard functionality in IQM2's system.

SIMILAR PROJECTS

IQM2 has been implementing government meeting management solutions in states all across the country since 2006. IQM2 has a client base that varies in organizational size, but has extensive experience in successfully implementing governments of population sizes similar to Park City. In fact, IQM2's no risk model was designed for governments the size of the Park City to be able to take advantage of this critical technology that was once only affordable for larger organizations. With over 250 governments nationwide using the IQM2 solutions, there are plenty of folks Park City could call to ask about their experience. Please see below for a sampling of references with an almost identical population size, scope of work and complexity.

Reference #1	
Agency Name	Reno City, NV
Contact Name	Jamie Schroeder /Special Projects Liaison
Address	1 E. First Street Reno, NV 89505
Email	(775) 348-3915
Telephone	schroederj@ci.reno.nv.us
Brief Description	Reno is currently using MinuteTraq, MediaTraq and e-Boardroom.

Reference #2	
Agency Name	Coolidge City, AZ
Contact Name	Robby Criswell / IT Director
Address	911 South Arizona Blvd. Coolidge City, AZ 85228
Email	(520) 723-6005
Telephone	rcriswell@coolidgeaz.com
Brief Description	Coolidge City is Implementing IQM2's MinuteTraq Legislative Management System.

Reference #3	
Agency Name	Palo Alto City
Contact Name	Beth Minor / Assistant City Clerk
Address	250 Hamilton Ave Palo Alto, CA 94301
Email	beth.minor@cityofpaloalto.org
Telephone	(650) 329-2379
Brief Description	Palo Alto has been a client since 2010 and they are using MinuteTraq and MediaTraq.

IQM2 Customer Training Program

The IQM2 training program follows a basic lesson plan structure in which new customers are trained using 90 minute sessions. The sessions cover all the essentials to get up and running as efficiently & quickly as possible and use a “Train the Trainer” approach over a 4 week process (2 meeting cycles). The training is geared to work with a 1 to 3 people who become the Power Users and also your internal trainers. After the essential training is complete and the customer is using the software, IQM2 and the *Internal Trainers* train the submitters, approvers and board members. After going live, additional training is provided for advanced functionality through the IQM2 Training Academy.

- Train the Trainer approach
- 1 to 3 Power Users become your *Internal Trainers*
- 4 Week Process (2 Meeting Cycles)
- Submitters & Approvers Trained by IQM2 & Power Users
- Essentials are covered to get up and running quickly
- 90 Minute Session breakdown
- Advanced Topics covered after your Live
- Free ongoing training through the IQM2 Training Academy

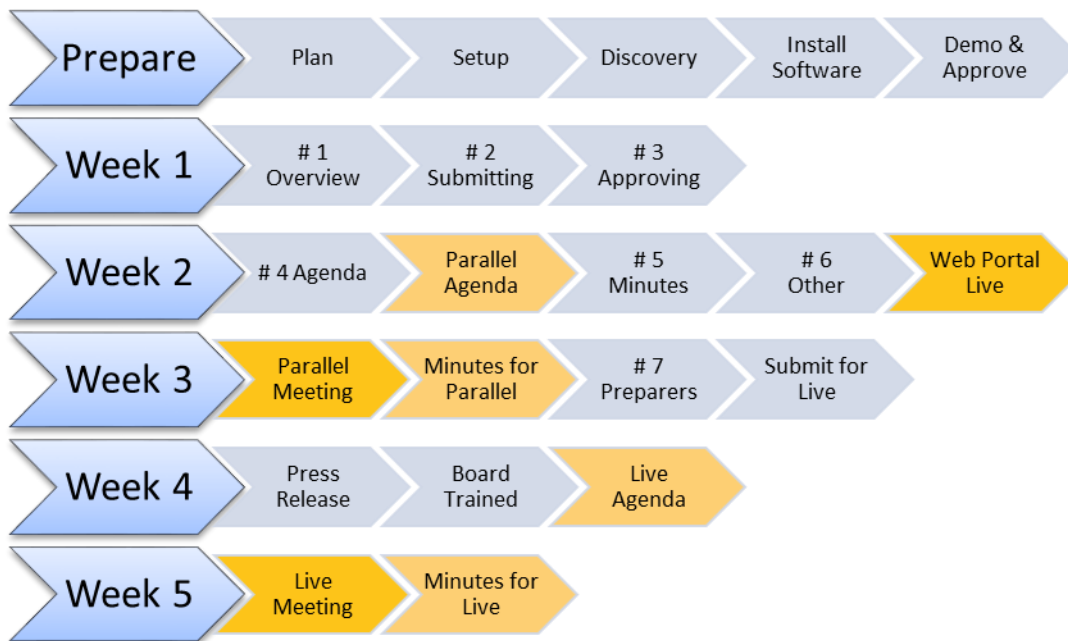
Remote Training Environment

The IQM2 training program uses remote training tools (GoToMeeting and TeamViewer) to train our users. When users are trained it is asked that they connect and dial-in from their desks - use a “Do Not Disturb” sign if necessary to keep you from interruptions. Before training begins we ask that all users have the software installed on their desktop or laptops they will be using and that you confirm that GoToMeeting can be used.

- GoToMeeting (please confirm it works)
- Users are trained at their desks.
- Install Software before Training

MinuteTraq

We start with a discovery and planning session where the entire project timeline is set and then your system is setup and configured. During the first 2 weeks of training we cover submitting, approving and building the agenda for the upcoming Parallel meeting. By week 3 the parallel meeting is taking place, the minutes are being completed and training of the preparers takes place so that submitting for the Live meeting can begin. In week 4 the customer is generating the agenda for the live meeting and the board members are trained if necessary.



Planning

60 Minutes – Project Manager & Key Users

The IQM2 Planner shall produce a calendar of the training and events working around your meeting cycles, availability and the availability of our trainers. All key people are asked to bring their calendars to this session so vacations and other scheduling conflicts can be avoided. After approving the dates and times a full project plan and meeting invites will be sent and accepted by all individuals. **Tasks:** Project Calendar & Project Plan. Meeting Invites Sent and accepted.

Setup

2 Days – IQM2 Staff

IQM2 staff will prepare the system with basic users, departments, file types, categories, standard templates and any other information necessary to complete the Sessions. Before the Discovery Session IQM2 will do as much setup as possible from your Agencies website or emailed documents.

Discovery Session

90 Minutes – Project Manager & Key Users

During the setup phase, we will have a Discovery Session to ask a series of questions and provide explanations as necessary to key Power Users and decision makers. The gathering of the information will allow us to finalize the configuration of your system in preparation of the training. This is your opportunity to let us know all your concerns or “unique” stuff with your agency – but don’t worry we’re experts at this.

Demo, Review & Approval of Setup

90 Minutes – Project Manager & Key Users

After tweaking the setup, IQM2 staff will demo your personalized system and then review workflow, templates, output and setup for your approval before beginning the training. Further changes may be made as you train.

Session 1 – Overview of Concepts, User and Department Creation

90 Minutes – Power Users

Getting Started, Overview of menus and toolbars, Lists, User Manager, Permissions, Creating Meetings and importing older agendas and minutes. **Tasks:** Setup any users or departments missing with appropriate permissions. Add meetings for current year and last year, then upload agendas and minutes for previous 6 months.

Session 2 – Creating Agenda Items

90 Minutes – Power Users

Basic drafting, submitting, attachments (adding & updating), statuses, tracking changes, locking, placement, print preview, confidential, Communications, PDF printer, Edit in Word. **Tasks:** Submit all agenda items you have for upcoming parallel meeting.

Session 3 – Approving, Rejecting, Searching

90 Minutes – Power Users

Work Items, approving, rejecting, signatures, email notifications, approver permissions, delegates, workflow designer, stage groupings and Searching. **Tasks:** Continue submitting any agenda items for parallel meeting.

Session 4 - Agenda Wizard & Publishing

90 Minutes – Power Users

Agenda outline (auto fill, adding / removing items, attachments, statements, motions, sections), minutes approval, consent, generating, viewing, publishing / web portal, distribution email, tagging, Web agenda, sticky notes, split view. **Tasks:** Build your agenda for parallel meeting. Send distribution email. Get board approval of agenda.

Session 5 - Minutes Maker & Web Portal

90 Minutes – Power Users

Minutes auto-fill, roll call, votes, comments, generating, publishing, add-ons, flags, amendments, Define Vote Results, Speaker Sign-up, Public Discussion, Board member profiles, voting history, web search, item detail page, web calendar, auto-backup & restoring. **Tasks:** Finish minutes for all items and generate.

Session 6 – Open Session / Advanced Topics

90 Minutes – Power Users

Searching, Reporting, Notices, Public Hearings, Save Reasons, Input Templates, Agency Settings, Advanced Features. **Tasks:** Complete a meeting from start to finish in Parallel.

Historical Document Import Completed

Any historical agendas, minutes and other documents are imported.

★Web Portal Live

Webmaster

Customer website button or link at top-level navigation is completed. Board member pictures, header refinement, template customization. Historical Agendas and Minutes are for posted for at least current year. Remove all test data.

Parallel Agenda – Build & Post

90 Minutes – Agenda Preparer

The IQM2 staff will follow along as you build and post your agenda for the first time.

★Parallel Meeting

Presentation of the final agenda, packet and web portal to the board. Minutes are prepared in Minute Maker tool.

Parallel Minutes – Build & Finalize

90 Minutes – Minutes Preparer

The IQM2 staff will follow along as you finish your minutes.

Press Release

Joint press release to raise positive awareness within the community.

★Session 7 – Preparer Training

2 Hours – Department Submitters & Approvers

Submitting agenda items, approving, dashboard and searching broken up into groups up to 5 users. **Tasks:** All users begin submitting and approving agenda items for Live meeting coming up using MinuteTraq.

Training Survey

IQM2 likes to get feedback from our customers not just to make us feel good but so we can follow up with individuals who may need some extra TLC.

Live Agenda – Build & Post

90 Minutes – Agenda Preparer

The IQM2 staff will follow along as you build and post your agenda for the second time.

Board Member Training

90 Minutes – Power Users & Board Members

Power User group teaches Board members how to download agenda, access information on web portal, make sticky notes, use split view.

★Live Meeting

All preparers have submitted items for this meeting.

Live Minutes – Build & Finalize

90 Minutes – Minutes Preparer

The IQM2 staff will follow along as you finish your minutes for the Live meeting.

PROPOSED COST

IQM2 will make this an easy decision for Park City, as there will be no upfront costs. This is also a month to month agreement that allows you to stop at any time. All upfront fees have been waived and configuration, training, and implementation are included. IQM2 makes it very easy.

Please see below for some top level pricing components:

- No Risk – The City of Rawlins can stop at any time
- Training and Implementation included
- No Up Front Costs
- No Additional Costs
- Fully Hosted
- Minutes Maker
- Unlimited Users
- Unlimited Meeting groups
- Unlimited Storage
- Unlimited Documents or Archives
- Customizable Self Service Web portal
- 24/7 Support via telephone
- Unlimited Free Access to the IQM2 Training Academy
- Free Software Updates and Much More
- Free Migration of Historical Data



Government Meeting Management Software

Park City, UT

Submitted By:

**Kevin Strauss
Regional Executive**

**IQM2 Inc.
100 Comac Street
Ronkonkoma, NY 11779
(631) 389-3691**

9/20/2014

IQM2, Inc. Terms, Conditions and Pricing for Park City, UT

IMPORTANT NOTICE TO USER: IQM2, Inc. owns all intellectual property in the MinuteTraq, MediaTraq and E-Boardroom software "Software". You shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of New York.

1. Reseller Terms. The following terms are required to be included in all of Carahsoft's (Reseller) Software sub-License and Service Agreements and shall govern all End User orders for IQM2 sublicensed there under. **All Purchase Orders and payments must be made out to Carahsoft Technology Corp.**

2. Software License. This software program and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and Use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by IQM2 as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses.

3. Continued Services

3.1 Updates and Renewals. If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by IQM2. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by IQM2.

3.2 Service Level Agreement "SLA". Technical support is available twenty-four (24) hours per day, seven (7) days per week for the term of this Agreement. IQM2 policy requires a response from a support staff member within 60 minutes which will result (if necessary) in a formal submission of a case #. Client will be notified of estimated resolution schedule.

3.3 Hosting. IQM2 agrees to maintain customer data in a Tier-3 datacenter and is committed to providing 99.9% uptime and availability. IQM2 will perform nightly backups of your hosted data to an alternate physical location.

3.4 Ownership of Data. All hosted data belongs to the customer. At the request of the customer IQM2 will provide a backup of all database information and files through a downloadable backup or DVD. IQM2 agrees to provide this service without charge at least once per year.

4. Payment Terms & Fees

4.1 Billing Procedures. SaaS Services of \$1,030 per month billing will begin upon project start date (first discovery call with trainer). Each subsequent payment will occur on the 1st or 15th of each month. Terms are **NET 30** Days. This agreement can be terminated at any time with **30 days** prior written notice. Initial here _____

4.2 Travel Expenses. Should travel by IQM2 staff ever be agreed upon during the tenure of these terms, travel expenses will be billed at cost and invoiced separately.

4.3 Hardware. IQM2 does not warranty any hardware. Should IQM2 choose to furnish encoder hardware as part of our MediaTraq video streaming service at no additional cost, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost.

5. Limitation of Liability. In no event will IQM2 be liable to you for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if an IQM2 representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in your jurisdiction. IQM2's aggregate liability shall be limited to the amount contracted for the software, if any.

6. Pricing Structure:

SKU #	Description	Monthly SaaS	One Time
20-301	MinuteTraq - Unlimited	\$540 / mo	
20-302	MediaTraq - Unlimited	\$490 / mo	
10-002	System Configuration, Implementation & Training		Waived/Included
Total - Monthly SaaS		\$1,030/ mo	

Contract Number 5917962

Please Sign Below and Send to:

KATIE DYER
IQM2 AT CARAHSOFT TECHNOLOGY CORP.

12369 Sunrise Valley Drive, Suite D2

Reston, VA 20191

Phone : (703) 889-9701

Fax : (703)871-8505

KATIE.DYER@CARAHSOFT.COM

Park City, UT

Carahsoft Technology Corp.

Signature



Signature

Printed Name, Title

Katie Dyer, Account Representative

Printed Name, Title

Date: _____

Date: 9/20/2014

Billing Contact: _____

Billing Address: _____

Billing Email: _____

Billing Phone: _____

IN SUMMARY

Carahsoft and IQM2 Inc. appreciate the opportunity to offer this solution for Park City's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the City's requirements set forth in the Request for Proposal. The Carahsoft Team understands the importance of your project goals and is confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with Park City on this project.

City Council Staff Report



Subject: Clark Ranch Real Estate
Purchase Contracts
Author: Heinrich Deters
Department: Sustainability Department
Date: October 9, 2014
Type of Item: Potential Purchase of Property

Summary Recommendations:

Staff recommends Council approve the attached Real Estate Purchase Contracts (REPCs) for the approximately 300 acre and 44 acre Clark Ranch properties. (Attachment I & II)

Topic/Description:

Potential property purchase.

Background:

Park City Municipal Corporation and the Gillmor family have a long standing open space relationship. The City first purchased property in what is now known as Round Valley, from Florence Gillmor in the mid 1990's. Florence, now deceased, was an open space and wildlife advocate. The F.J. Gillmor Estate (Estate) continues to uphold Florence's legacy. In 2012, the Estate approached the City, as a 'conservation minded' buyer, looking to liquidate property assets, consistent with Estate Tax requirements and place the proceeds in the current Florence Gillmor Foundation (Foundation).

The Estate is the owner of approximately 300 acres commonly referred to as the Clark Ranch properties. Additionally, the Foundation owns approximately 44 acres, recently acquired through a land swap with Luke Gillmor, adjacent to the properties (Exhibit A). Both properties were contemplated throughout the two year negotiation and will be acquired should the agreements proceed positively; however, two separate purchase contracts and transactions are required, one for the 300 acres between the City and the Estate, and one for the 44 acres between the City and the Foundation.

The Citizens Open Space Advisory Committee (COSAC) was not directly involved in the acquisition; however, COSAC discussed the Clark Ranch properties on several occasions and supported continued negotiations between the City and Estate as the parcels exhibited qualities consistent with criteria established for possible open space acquisition.

In July, the Estate and City reached an agreement on an \$18,000/acre purchase price, which has led to the drafting of a purchase contract.

Analysis:

The Clark Ranch properties are located within and just outside of current city limits on the south eastern side of town and are bisected by Highway 40 near the Quinn's Junction area. The properties boarder Park City Heights on the northwest and the Wasatch County line to the south. Additionally, the most northeasterly aspects of the property lie across from the Richardson's Flat soils repository.

The properties are currently zoned Rural Residential and Mountain Remote in Summit County and exhibit high desert vegetation characteristics including gambel oak and sage. The properties form a significant open space buffer from the approved development adjacent to the Jordanelle.

The Purchase Agreement:

A REPC is a binding agreement between a Buyer and Seller. The contract sets forth the purchase price and appurtenant requirements, and instruments to proceed through the 'effective date' or signing of the agreement, a 'feasibility period' and ultimately a 'closing' on the transaction.

Below is a timeline of the respective REPC should Council approve:

- Effective Date- Monday, October 6
- Feasibility Period- October 6-December 1
- Closing Date- December 17

Staff has procured a professional surveyor, as well as an environmental consultant to provide services associated with the due diligence of purchasing property.

Purchase Price:

As noted above, the agreed upon purchase price is based on \$18,000/acre, which represents a total acquisition cost of \$6,200,000 for the approximate 344 acres. Per the REPC, a stamped survey will establish the final acreage. Staff finds that the purchase price represents a good value for the City and is competitive with other open space purchases.

Funding:

Staff is recommending Council initially purchase the properties in one payment at Closing, utilizing funds associated with the Resort Communities Tax (sales tax) open space allocation.

Transaction Timeline and Property Planning:

Staff has prepared an overview of the timeline associated with the planning and implementation of the transaction, and associated planning components for the property, including the evaluation of some acreage for non-open space uses, the selection, funding and establishment of a proposed conservation easement and planning associated with proposed trails. This timeline also provides transparency and a deadline for the establishment of these decisions.

REPC Timeline	
City Planning/Easement Timeline	

October 9, 2014	Council Approve REPCs in an open and public meeting (October 9, 2014 City Council Meeting)	-Signing and start of REPC 'Effective Date' Week of October 6-10 -Starts Feasibility Period/Earnest Money Deposited
October 15, 2014	Title and Survey Obligations	-Environmental Testing and Review of Title underway -Survey will determine final purchase price based on \$18,000/acre
December 1, 2014	End of Feasibility Period	-Buyer obligation to buy or pull out of transaction/Earnest Money Returned
December 17, 2014	Closing	-\$6.2M one-time payment, Title transfer, Escrow Conservation Easement Funds
January 2015	RFP for Conservation Easement Submittals Received/Selected	Advertise RFP November 2014 Selection January 2015
January-June 2015	City Facility Analysis, Easement Documentation, Trail Development Planning	Council identify use and locations of possible public facilities
Summer 2015	Adopt Conservation Easement	Work with COSAC and Land Trust per values/Uses Provide Escrowed Easement funds/Return any unused funds to City

Proposed Conservation Easement:

Consistent with Council direction of evaluating and funding conservation easements at the time of transaction, staff recommends issuing a 'request for proposals' (RFP), consistent with the City's procurement policy, for a qualified land trust to hold the proposed restrictive covenant. Additionally, staff has included funding for the establishment and long term stewardship of the proposed easement within the REPC (Section 11 (b)). Staff will work with COSAC and the successful recipient of the RFP process to provide specific values associated with a proposed conservation easement, which will, at minimum, include public access and agricultural uses consistent with the Ranch Lease noted in the REPC. Additionally, baseline documentation will need to be acquired prior to drafting the easement, and that is usually done during warmer months. Thus, documentation will likely take place in 2015, providing ample time to address associated issues.

City Facilities/Possible Non-Open Space Uses:

During the discussions with the Estate and COSAC, staff noticed each entity that the City was interested in exploring possible non-open space uses on a small portion of the purchase area. With that in mind, staff recommends reserving 40 acres, which will 'float' within the property for six months while a full assessment of City needs is compiled and vetted by Council (with opportunity for public input). If needs/acres for non-open space uses is determined by Council, the open space budget will be 'reimbursed' by the applicable funding source. Public Works, Water, Transit and the Fire District are expected to propose potential uses for evaluation.

Ranch Lease/Trail Development:

The City will provide a one year Ranch Lease, consistent with the current Estate lease, in the City format at Closing. This will allow grazing to take place for 2015, while details associated with the conservation easement, possible City facilities, and trail development can be planned for accordingly. Future leases should take into account all of the aforementioned aspects. These aspects may limit grazing practices to certain areas, or cause some fencing to be established, so as to avoid conflicts between public recreation and the grazing of sheep.

Trail Development will be in accordance with the Trails Master Plan, as well as implementation of the Conservation Easement and take into consideration agricultural uses.

Department Review:

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

Recommendation:

Staff recommends Council approve the attached Real Estate Purchase Contracts (REPCs) for the approximately 300 acre and 44 acre Clark Ranch properties. (Attachment I & II)

Alternatives:

Council may wish to provide additional direction based on this report, ask for staff to return with more information, or do nothing.

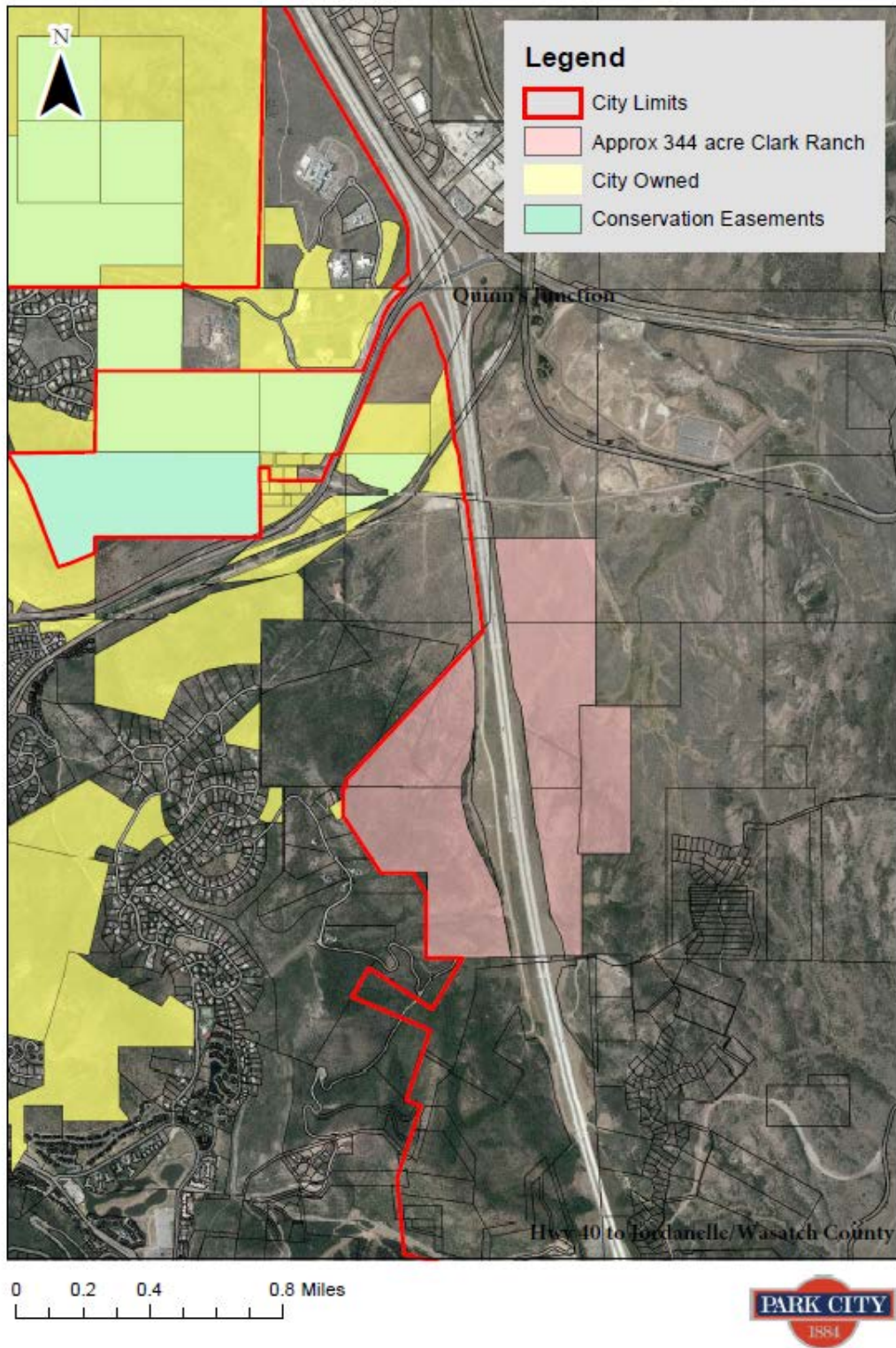
Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?		+ Abundant preserved and publicly-accessible open space		
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	(Select from List)	Positive 	 (Select from List)	(Select from List)
Comments:				

Funding Source:

Funds associated with the Resort Communities Tax (sales tax) budget has been identified for this purchase. Staff may return in the FY 2016 budget process for capital and maintenance requests for recreational and infrastructure requests, as well as operations and maintenance requests.

Clark Ranch Properties



Attachment I- Florence J. Gillmor Estate/Park City Municipal REPC 300 acres

Attachment II- Florence J. Gillmor Foundation/Park City Municipal REPC 44 acres

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (this "**Contract**") is entered as of the Effective Date, as defined in Section 16(e) below, by and between JAMES B. LEE, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF FLORENCE J. GILLMOR ("**Seller**"), and PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah, ("**Buyer**"), who, for good and valuable consideration, the receipt and sufficiency of which Buyer and Seller (each a "**Party**" or collectively the "**Parties**") each acknowledge, hereby agree as follows:

RECITALS

A. Seller is the owner of certain parcels of real property located in Summit County, Utah, consisting of approximately 300 acres, which parcels of real property are more particularly described and depicted on Exhibit "A" attached hereto (the "**Property**").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller upon the terms and conditions contained in this Contract.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, Buyer and Seller agree as follows:

AGREEMENT

1. Purchase of the Property. Subject to the terms and conditions set forth in this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property. The defined term "**Property**" shall include all improvements thereon and all of the rights and appurtenances pertaining thereto, including, but not limited to, all fencing, trees, shrubs, and irrigation ditches. Seller and Buyer hereby acknowledge and agree that the sale of the Property from Seller to Buyer shall not include any water rights or shares in any water company or irrigation company. Seller shall expressly exclude from the sale and conveyance of the Property to Buyer any and all water rights and interests in water of any nature owned by Seller and identified in this Contract

2. Defined Terms. The following terms shall have the meanings indicated in this Contract:

(a) "**Applicable Law**" means any city, county, state, federal, or other governmental regulation, ordinance, law, code, statute or constitution, including any zoning ordinance or use restriction or any administrative, executive, or judicial orders, decrees, or determinations which govern, regulate, control, or otherwise apply to or relate in any manner to the Property and the ownership, development, use, or operation of the Property, to the construction, marketing, and sale of homes on the Property, to homebuilders and contractors, and/or to the interpretation and enforcement of this Contract, including without limitation all Environmental Laws (as hereinafter defined).

(b) "**Cash**" means an amount credited by wire transfer into Title Company's or Seller's bank account as required under this Contract.

(c) **“County”** means Summit County, Utah.

(d) **“Environmental Laws”** means any local, state, or Federal law, rule, regulation, ordinance, order, judgment, governmental authorization, or any other requirement of Governmental Authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, pertaining to environmental regulation, contamination, clean-up, or disclosure, or otherwise to health and safety, including without limitation each of the following, as the same may be amended from time to time: (1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, **“RCRA”**), and regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, **“CERCLA”**), and regulations promulgated thereunder; (3) the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (4) the Endangered Species Act (15 U.S.C. § 1531 *et seq.*); and (5) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to “wetlands,” including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 *et seq.*).

(e) **“Governmental Authorities”** means the United States, the State, the County, Park City Municipal Corporation or any other governmental authority or agency having jurisdiction over the Property, including without limitation any municipal utility district, water control and improvement district, or similar district or taxing authority in which the Property is located or otherwise having jurisdiction over the Property, and any other agency, department, commission, board, or bureau or instrumentality of any of the foregoing, including without limitation the Army Corps of Engineers, the Federal Emergency Management Agency and the Environmental Protection Agency.

(f) **“Hazardous Substances”** means any pollutants, materials, substances, or wastes identified or regulated in any way under applicable Environmental Laws, including, without limitation: any “hazardous waste” as defined by RCRA, and regulations promulgated thereunder, any “hazardous substance” as defined by CERCLA, and regulations promulgated thereunder, any toxic substance as defined under or regulated by the Toxic Substances Control Act, and regulations promulgated thereunder, as amended; asbestos, polychlorinated biphenyls, radon, freon and other chlorofluorocarbons, explosive and radioactive materials; petroleum and petroleum based products; urea formaldehyde foam insulation; underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other hazardous substance; any substance the presence of which on the Property is prohibited by any Environmental Laws; and any other substance or material which by or under any Environmental Laws requires special handling or notification of any Governmental Authority in its collection, storage, treatment, use, or disposal.

(g) **“Seller’s Ranch Lease”** means that certain Ranch Lease which pertains to the Property by and between Seller, as lessor, and Gillmor Ranching, LLC, as lessee, dated December 27, 2012.

(h) **“State”** means the State of Utah.

3. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be \$18,000 per acre, payable in Cash as set forth below. As of the Effective Date of this Contract, Seller and Buyer estimate that the total acreage of the Property is 300 acres. Based on such estimate of acreage, Seller and Buyer estimate as of the Effective Date of this Contract that the Purchase Price for the Property shall be \$5,400,000. The actual Purchase Price for the Property shall be calculated and based on the actual acreage of the Property as set forth in the Survey of the Property described in Section 5(b) below. At the time of the Closing Buyer shall pay in Cash the actual Purchase Price in one lump sum.

4. Earnest Money.

(a) Earnest Money. Buyer shall, within five (5) Business Days after the Effective Date, deposit with, and to be held by, Coalition Title Agency (the "**Title Company**") whose address is 2200 Park Avenue, Suite C-100, Park City, Utah 84060, the sum of \$185,000.00 in the form of Cash (the "**Earnest Money**"). In the event Buyer does not terminate this Contract prior to the expiration of the Feasibility Period (as defined in Section 6 below), the Earnest Money shall be deemed non-refundable to Buyer, unless Seller thereafter defaults in the performance of any of its obligations under this Contract. If this Contract is terminated prior to the Closing, the Earnest Money then on deposit with the Title Company shall be delivered to Seller or returned to Buyer by the Title Company, as elsewhere provided herein. At the Closing, all of the Earnest Money shall be applied as a credit to the Purchase Price. The Title Company shall deposit the Earnest Money in a federally-insured interest bearing account, or in such other investment as Buyer shall direct, and all interest or income thereon shall be paid to Buyer.

(b) Failure to Deposit. If Buyer fails to deposit the Earnest Money as required herein, and if such failure continues for a period of two (2) Business Days after written notice from Seller, then Seller may terminate this Contract by written notice to Buyer at any time prior to the deposit of the Earnest Money. If this Contract is so terminated, then this Contract shall be deemed to have terminated as of the date that the Earnest Money was originally to have been deposited by Buyer, and there shall be no remedy hereunder to either Seller or Buyer other than the termination of this Contract.

5. Title Commitment and Survey.

(a) Title Commitment. No later than October 15, 2014, Seller shall cause to be delivered to Buyer a commitment for title insurance ("**Title Commitment**") pertaining to the Property issued by the Title Company. The Title Company shall also furnish to Buyer a copy of all recorded documents referred to in the Title Commitment.

(b) Survey. No later than October 15, 2014, Buyer shall cause to be prepared by a licensed surveyor reasonably acceptable to Seller and to Buyer a boundary survey of the Property (the "**Survey**"). The Survey shall include a calculation and certification by the Surveyor of the total acreage of the Property. Buyer shall be responsible for the payment of the entire cost of the Survey.

(c) Review of Title Commitment. Buyer shall have thirty (30) days after the Buyer's receipt of the Title Commitment in which to examine the Title Commitment and to

specify to Seller, in writing, those items reflected thereon which Buyer will accept as permitted exceptions to title ("**Permitted Exceptions**"), and those items which Buyer finds objectionable ("**Title Objections**"). Seller may, in its sole and absolute discretion, but is not obligated to, correct or remove any or all Title Objections, give Buyer written notice thereof, and deliver (or cause to be delivered) at or prior to the Closing an amended Title Commitment reflecting the correction or deletion of such matters. If Buyer does not deliver to Seller a written notice specifying those items which are Permitted Exceptions and Title Objections within the above stated time period (or the expiration of the Feasibility Period, if earlier), then all of the items reflected on the Title Commitment shall be deemed Permitted Exceptions.

(d) Uncorrected Title Objections. If Buyer timely gives Seller written notice of Buyer's Title Objections, Seller may elect to correct or remove any or all Title Objections or to provide Buyer and the Title Company with satisfactory evidence of Seller's ability to correct and remove all Title Objections prior to the Closing (which Seller may elect to do in its sole and absolute discretion) within ten (10) days after receipt of the Title Objections (the "**Cure Period**"). Seller shall have no duty to correct or remove any Title Objections. If Seller has not cured, or chooses not to cure, the Title Objections within the Cure Period, then Buyer may either (i) terminate this Contract by giving Seller written notice thereof within five (5) business days after the last day of the Cure Period (but in no event after the expiration of the Feasibility Period, if earlier), in which case the Earnest Money will be returned to Buyer, and both Parties shall be released from all further obligations under this Contract (subject, however, to the continuing covenants set forth in Section 6 below); or (ii) waive all or any of the Title Objections and close the transaction with no reduction in the Purchase Price, in which event the uncorrected and unremoved Title Objections shall be deemed waived by Buyer and shall thereafter be deemed to be Permitted Exceptions under this Contract. In order to terminate this Contract as provided in this Section, Buyer must give written notice of such termination within five (5) business days after the expiration of the Cure Period (but in no event after the expiration of the Feasibility Period, if earlier). If Buyer fails to give such written notice of termination within the time required herein, it shall be conclusively deemed that Buyer has elected to waive the Title Objections not so corrected or removed and to accept them as Permitted Exceptions.

(e) Owner's Title Policy. As a condition to Buyer's obligations at Closing, the Title Company shall be committed to issue to Buyer an owner's policy of title insurance (the "**Owner's Title Policy**") in the amount of the Purchase Price insuring that Buyer is owner of the Property, subject only to any Permitted Exceptions and the standard printed exceptions included in the Title Company's standard form Owner's Policy of Title Insurance.

6. Feasibility Period. Beginning on the Effective Date and continuing until December 1, 2014 (the "**Feasibility Period**"), Buyer, at its sole cost and expense, shall have the right of investigation and inspection of the Property to determine, in Buyer's sole and absolute discretion, whether or not the Property is acceptable to Buyer and suitable for Buyer's intended use.

(a) Inspection and Investigation Rights. During the Feasibility Period, Buyer shall have the right to determine, to Buyer's satisfaction in Buyer's sole and absolute discretion, that the Property is suitable for and acceptable to Buyer, including without limitation: (i) investigation of the soils within the Property; (ii) determination of environmental risks of the

Property; (iii) determination of the status of the Property with regard to flood plains; (iv) geotechnical testing; (v) performance of any inspections or investigations of the Property desired by Buyer in Buyer's sole discretion and (vi) review and approval of the documents and materials described in Section 6(c) below.

(b) Access. Buyer and Buyer's agents shall have the right of access to the Property from and after the Effective Date of this Contract and continuing until the Closing Date for the purpose of conducting such investigations and inspections, and all such investigations and inspections on the Property shall be conducted in compliance with all Applicable Laws. Buyer and its authorized representatives and contractors shall carry out all on-site inspections and investigations at reasonable times and in a manner intended to minimize damage to the Property and to all personal property and improvements on the Property and to avoid harming livestock or allowing livestock to escape from the Property. Prior to any entry onto the Property by Buyer or any employee, agent, representative, contractor, or consultant of Buyer, Buyer shall obtain and maintain in force at its own expense a policy of commercial general liability insurance by an insurance company qualified to do business in the State and reasonably satisfactory to Seller, insuring against claims of all persons for loss of life, personal injury and property damage arising out of or incident to the activities of Buyer, its agents and employees upon the Property. Buyer shall cause such insurance to remain in full force and effect during the term of this Contract. Before Buyer takes any core samples or uses any other type of invasive testing or procedures on the Property, Buyer shall give to Seller not less than five (5) day's prior written notice. Seller shall have the right to be present during any such invasive testing or procedures. Upon the completion of any testing or procedures on the Property, Buyer will provide or cause to be provided to Seller copies of all results and reports from such testing and procedures.

(c) Seller's Information. Seller shall, no later than October 15, 2014 provide to Buyer (i) a copy of the Ranch Lease affecting the Property (which shall not expire prior to Closing); and (ii) written notice of any claims and/or litigation known to Seller pertaining to the Property (all such information and any other information pertaining to the Property given to Buyer by Seller being referred to herein collectively as "**Seller's Information**"). The Seller's Information and any other documents or information provided by Seller to Buyer are provided "AS IS," without recourse, and with no representations or warranties of any kind, including without limitation as to the accuracy or completeness of such documents or information. Not in limitation of the foregoing, Buyer acknowledges and agrees that (i) Seller makes no covenant, representation, or warranty whatsoever with respect to Seller's Information, including, without limitation, its content, reliability, accuracy, or completeness; and (ii) Buyer's use and reliance on Seller's Information shall be at Buyer's own risk, and Seller makes no assurance as to any right of Buyer to use or rely on Seller's Information. This paragraph shall survive the Closing and any termination of this Contract, any other provision hereof to the contrary notwithstanding.

(d) Due Diligence Information. Buyer acknowledges and agrees that any and all documents, materials, and other information provided to Buyer pursuant to this Contract or at Buyer's request are proprietary and confidential in nature, including, without limitation, the Seller's Information (the "**Due Diligence Information**"). Buyer also acknowledges and agrees that Seller will not provide and is under no obligation or duty to provide any information regarding the Property except as expressly set forth in this Contract. If any Due Diligence Information is provided, Seller makes no representations or warranties as to the accuracy or

completeness of any of such Due Diligence Information, and Seller hereby notifies Buyer that Buyer should make, and Buyer hereby agrees that Buyer will rely exclusively on, Buyer's own investigation and inspection of the Property in determining whether or not Buyer desires to proceed with the purchase of the Property. Buyer agrees not to disclose the Due Diligence Information, or any of the provisions, terms or conditions thereof, to any party outside of Buyer's organization except as necessary to its attorneys, accountants, lenders, or investors (collectively, the "**Permitted Outside Parties**") or in response to a request for information under the Government Records Access and Management Act. Buyer further agrees that, within its organization, or as to the Permitted Outside Parties, the Due Diligence Information shall be disclosed and exhibited only to those persons within Buyer's organization or as to the Permitted Outside Parties who are responsible for determining the feasibility of Buyer's acquisition of the Property. In permitting the Permitted Outside Parties to review such Due Diligence Information to assist Buyer, no third party benefits or relationships of any kind, either express or implied, have been offered, intended or created by Seller, and any such claims are expressly rejected by Seller and waived by Buyer and the Permitted Outside Parties.

(e) Termination if Not Satisfied with Property. If Buyer is not satisfied in Buyer's sole discretion with the Property, then Buyer, in its sole discretion, may terminate this Contract by written notice to Seller, which written notice must be received by Seller on or before the expiration of the Feasibility Period. If Buyer does not give written notice to Seller by the end of the Feasibility Period of Buyer's termination of this Contract, then Buyer shall be deemed to have accepted the Property and the condition thereof. If Buyer timely and properly terminates this Contract pursuant to this Section 6(e), then the Earnest Money will be returned to Buyer, and the Parties shall have no further obligations to each other except for those obligations of Buyer which expressly survive termination of this Contract.

(f) Information to Seller. If Buyer terminates this Contract pursuant to the foregoing Section 6(e) or if this Contract is terminated for any other reason, Buyer will return all original Due Diligence Information to Seller and will give to Seller all documents and information created, obtained, or generated by Buyer in connection with or pursuant to this Contract. Buyer is not obligated to give to Seller any information regarding the Property which is privileged under applicable law, and Buyer shall retain copies of public records as required by law. Buyer's obligations under this Section 6(f) are binding on Buyer and Buyer's successors and permitted assigns, notwithstanding any termination of this Contract for any reason.

(g) Restoration & Indemnity. After any tests or investigation on the Property, Buyer will return the Property to its condition as of the Effective Date (other than any changes, damages, or alterations resulting from actions by persons other than Buyer or any Buyer Party, as defined hereinafter) and will repair any damage caused by Buyer or any Buyer Party to the Property. BUYER DOES HEREBY AGREE TO INDEMNIFY SELLER, AND BUYER AGREES TO DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER) SELLER AND HOLD SELLER HARMLESS, FROM AND AGAINST ANY ACTIONS, LIABILITIES, COSTS, EXPENSES, LIENS, CLAIMS, AND/OR DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) ONLY CONNECTED WITH, RESULTING FROM, OR ARISING FROM SUCH ENTRY, TESTS, INVESTIGATIONS, AND/OR RESTORATION WORK ON THE PROPERTY PERFORMED BY BUYER AND/OR BUYER'S EMPLOYEES, AGENTS, AND CONTRACTORS AND

OTHER PERSONS WITHIN BUYER'S CONTROL OR OTHERWISE ON THE PROPERTY IN CONNECTION WITH ANY OF BUYER'S INSPECTIONS OR DUE DILIGENCE ACTIVITIES. THIS SECTION 6(g) IS NOT INTENDED TO IMPOSE ON BUYER COMPREHENSIVE ENVIRONMENTAL LIABILITY PERTAINING TO THE PROPERTY. This indemnity shall extend to and expressly includes any entry or activities by Buyer, and employees, agents, contractors and other persons within Buyer's control. The foregoing restoration and indemnity obligations of Buyer shall survive the Closing and any termination of this Contract, any other provision hereof to the contrary notwithstanding.

7. Seller's Representations, Warranties, and Covenants.

(a) Conveyance of Property. Seller shall convey the Property to Buyer at Closing by the Deed (defined below), subject only to the Permitted Exceptions.

(b) Seller's Authority. Seller represents and warrants that the persons signing this Contract on behalf of Seller have the full right, power, and authority to execute this Contract on behalf of Seller. The execution, delivery, and performance of this Contract and the consummation of the transactions contemplated hereby, do not conflict with, result in a violation of, or constitute a default under any provision of agreement or other instrument binding upon Seller.

8. Buyer's Representations, Warranties, and Covenants.

(a) Buyer's Authority. Buyer represents and warrants to Seller that the person signing this Contract as Buyer has the full right, power, and authority to execute this Contract on behalf of Buyer and to carry out Buyer's obligations, including the purchase of the Property as provided in this Contract, without the joinder of any other person. The execution, delivery, and performance of this Contract, and the consummation of the transactions contemplated hereby, do not (i) conflict with, result in a violation of, or constitute a default under (A) any provision of Buyer's constituent documents or any agreement or other instrument binding upon Buyer, or (B) any law, governmental regulation, court decree or order applicable to Buyer, or (ii) require the consent, approval or authorization of any third party.

(b) Compliance with Laws. Buyer will comply with all Applicable Laws during the term of this Contract.

(c) Survival. Unless otherwise expressly provided, the covenants and agreements of Buyer contained in this Section 8 shall survive the Closing without any limitation as to the period of survival and shall survive the termination of this Contract.

9. Closing.

(a) Closing Date. Provided that all of Buyer's conditions to closing as set forth in this Contract have been satisfied, the Closing on the purchase of the Property by Buyer (the "**Closing**") shall take place on Monday, December 17, 2014, unless extended by written mutual agreement of Buyer and Seller (the "**Closing Date**").

(b) Proration of Taxes and Other Items. All real estate taxes, special taxes and assessments relating to the Property for the year of the Closing shall be prorated as of the Closing Date between Seller and Buyer. If the amount of taxes for that year are not known at the time of the Closing, the prorations shall be based on an estimate of the taxes for the year of Closing. Such prorations shall be adjusted between the Parties after the Closing when the actual ad valorem taxes and assessments for the year of the Closing are determined. The provisions of this paragraph shall survive the Closing. Any real property taxes and assessments arising out of the sale of the Property, arising out of a subsequent sale or change in ownership of the Property thereafter, or arising out of any construction pertaining to the Property following the Closing, shall be paid by Buyer when assessed.

(c) Agricultural Use. The Property is currently assessed for real property tax purposes as "land in agricultural use" pursuant to Section 59-2-501, et seq. of the Utah Code (the "Utah Farmland Assessment Act"). Seller shall not take any action to terminate the assessment of the Property as land in agricultural use pursuant to the Utah Farmland Assessment Act prior to the date of the Closing. Buyer shall take such action as may be necessary at the Closing to cause the Property to continue to be assessed as land in agricultural use pursuant to the Utah Farmland Assessment Act after the Closing. The Property is subject to the assessment by the Summit County Assessor of rollback pursuant to the Utah Farmland Assessment Act. Buyer shall be responsible for the payment of any and all rollback taxes that may be assessed with respect to the Property by the Summit County Assessor under the Utah Farmland Assessment Act at or subsequent to the Closing.

(d) Closing Costs. Seller and Buyer each agree to pay the following costs at the Closing:

(i) Seller agrees to pay the cost of preparing the Deed; the cost of preparing and recording any releases and other documents necessary to convey the Property in accordance with this Contract; and Seller's attorneys' fees.

(ii) Buyer agrees to pay the recording fees for the Deed; all escrow or closing fees charged by the Title Company; the premium for the Owner's Title Policy, and the premiums for any other available modifications and/or endorsements to the Owner's Title Policy desired by Buyer; Buyer's attorneys' fees; and any other closing costs.

10. Seller's Obligations at Closing. At the Closing, Seller, at Seller's sole cost and expense, shall take the following actions and/or deliver, or cause to be delivered, to Buyer and/or the Title Company, as applicable, the following:

(a) Deed. Seller shall execute and deliver to the Title Company for recording a special warranty deed (the "**Deed**") in the form attached hereto as Exhibit "B," fully executed and acknowledged by Seller.

(b) Termination of Seller's Ranch Lease. Seller shall deliver to Buyer a document evidencing that the Seller's Ranch Lease has been terminated as of the date of Closing, to the extent that Seller's Ranch Lease pertains to the Property.

(c) Non-Foreign Certificate. Seller shall execute and deliver a non-foreign certificate stating under the penalty of perjury that Seller is not a foreign person or disregarded entity within the meaning of Section 1445 of the Internal Revenue Code, setting forth Seller's taxpayer identification number and address.

(d) Other Instruments. Seller shall execute and deliver such other documents as are customarily executed in Utah in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company.

(e) Possession. Seller shall deliver possession of the Property to Buyer at Closing, subject to the Permitted Exceptions.

11. Buyer's Obligations at Closing. At the Closing, Buyer, at Buyer's sole cost and expense, shall take the following actions and/or deliver, or cause to be delivered, to Seller and/or the Title Company, as applicable, the following:

(a) Purchase Price. Buyer shall deliver in Cash to the Title Company for disbursement to Seller the Purchase Price payable in Cash at the Closing, subject to any adjustments for prorations and other credits expressly provided for in this Contract.

(b) Conservation Easement Funding. In addition to the Purchase Price paid to Seller by Buyer at the Closing, Buyer may on or before the Closing Date, deliver an amount of Cash (the "Conservation Easement Funding") to the Title Company sufficient to establish a conservation easement encumbering some or all of the Property in accordance with section 57-18-1, et seq. of the Utah Code (the "Land Conservation Easement Act") and the requirements for a qualified conservation contribution pursuant to Internal Revenue Code section 170(h). The amount delivered must be sufficient to pay all costs and fees associated with the establishment and stewardship of the conservation easement by a third party, selected by the Buyer, in perpetuity. The Title Company shall retain possession of the Conservation Easement Funding delivered by the Buyer until (1) the Buyer determines that it will not encumber the Property with a conservation easement and requests the return of the Conservation Easement Funding; (2) the Buyer directs that the Conservation Easement Funding be delivered to a third party chosen by the Buyer; or (3) the expiration of 180 days after the Closing Date. In addition, the Buyer may, in its discretion, direct the Title Company to pay some portion of the Conservation Easement Funding to a third party and return the remaining Conservation Easement Funding to the Buyer. If the Buyer has not directed the Title Company to return the Conservation Easement Funding to the Buyer or deliver the Conservation Easement Funding to a third party within 180 days after the Closing Date, the Title Company shall immediately return the Conservation Easement Funding to the Buyer. At no time shall the Seller be entitled to, have any right to, or have any valid claim over any amount of the Conservation Easement Funding delivered to the Title Company under this Section 11(b). The Buyer is delivering the Conservation Easement Funding to the Title Company solely for the purpose of demonstrating to third parties that it has set aside funds reserved for the establishment and stewardship of a potential conservation easement.

(c) New Ranch Lease. Buyer shall arrange for the execution of a new ranch lease (the "New Ranch Lease") between Buyer and Gillmor Ranching, LLC, which shall be

consistent with Buyer's preferred form of ranch lease, so as to continue the uses of the Property allowed under Seller's Ranch Lease (which shall be terminated as of the date of the Closing, to the extent that the Seller's Ranch Lease pertains to the Property), such that, as the result of the New Ranch Lease, the Property shall be deemed "land in agricultural use" pursuant to Section 59-2-501, et seq. of the Utah Code (the "Utah Farmland Assessment Act).

(d) Closing Documents. Buyer shall execute and deliver such other documents as are customarily executed in Utah in connection with the purchase of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company or by the terms of this Contract.

12. PROPERTY SOLD AS IS, WHERE IS, AND WITH ALL FAULTS: DISCLAIMERS, MUTUAL RELEASES, AND RELATED MATTERS. As a material inducement to Seller to enter into this Contract and to sell and convey the Property to Buyer subject to the terms of this Contract and at the Purchase Price stated herein, Seller and Buyer covenant and agree as set forth in this Section 12. Buyer acknowledges and agrees that but for Buyer's agreement to these provisions, Seller would not sell the Property to Buyer.

(a) Disclaimer of Warranties. Seller hereby specifically disclaims any warranty, guaranty, promise, covenant, agreement, or representation of any kind or character, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the Property, including, without limitation, (a) the water, soil and geology (including soil expansiveness, corrosivity, or stability, or seismic, hydrological, geological and topographical conditions and configurations), the suitability thereof and/or of the Property for any and all activities and uses which Buyer may elect to conduct, (b) the manner or quality of the construction or materials, if any, incorporated into the Property and/or the manner, quality, state of repair or lack of repair of the Property or any improvements thereon or related thereto (including without limitation any offsite improvements and infrastructure), (c) the existence of any environmental hazards or conditions (including but not limited to the presence of Hazardous Substances of any type and/or above or below ground storage tanks, and/or pipelines) at, on, under, or near the Property or compliance with any applicable Environmental Laws or other Applicable Laws of any Governmental Authority (collectively, the "Environmental Conditions"), (d) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, including the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, or other condition concerning the Property, and the construction, design, engineering or other work with respect to the Property, including the existing improvements and the grading and compaction of the Property, including any defects therein; (iii) the value of the Property and/or the income or profits which may or may not be derived from the Property, or any potential appreciation in value or the resale value of the Property; (iv) the existence or availability of utilities or other services, or the right to obtain utilities or other services related to the Property, (v) the availability of any school or school facilities in or near the Property, traffic conditions in, around, or near the Property, or the future use of the Property or adjacent or nearby properties; (vi) the existence, applicability, availability, validity, or enforceability of any entitlements or development rights related to or appurtenant to the Property; (vii) the compliance of the Property or its operation with any laws, ordinances, or

regulations of any Governmental Authority, including without limitation any Environmental Laws and/or any land use laws or the compliance of the Property or its operation with any development agreements, covenants, conditions, or restrictions, or any other agreements or arrangements related to the development, use, or operation of the Property, (viii) the content, completeness or accuracy of the Information, (ix) the fact that all or a portion of the Property may be located on or near an earthquake fault line or in or near an earthquake or seismic hazard zone; (x) the existence or potential future existence of any special improvement districts or any other assessment districts or additional governmental or administrative fees, costs, levies or assessments; and (xi) any other matter relating to the Property or to the development, construction, operation, ownership, rental or sale of the Property (collectively, the "Property Matters"). The sale of the Property is made on an "AS IS," "WHERE IS" AND "WITH ALL FAULTS" basis, with all faults, liabilities, and defects, latent or otherwise, known or unknown, in its present state and condition as of the Closing Date, with no rights of recourse against Seller or any Seller Party for the same, and Buyer expressly acknowledges that Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the special warranty of title with respect to the Property), habitability, merchantability, suitability or fitness for a particular purpose with respect to the Property or any portion thereof. Buyer acknowledges and agrees that, as between Buyer and Seller, if the Property proves to be defective in any way following the Closing Date, Buyer assumes the entire cost of all necessary repairs. Buyer expressly waives, and Seller expressly disclaims, any and all warranties of any type or kind, except for the representations and warranties expressly provided in Section 7. Such waivers and disclaimers include (without limitation) any and all express or implied warranties of merchantability, habitability, quality of construction, fitness for a particular purpose or otherwise. Buyer acknowledges that by providing the Seller Information, and by providing Buyer with access to the Property, Seller and the Seller Parties have satisfied all disclosure obligations. To the fullest extent permitted by law, Buyer waives all implied warranties related to the Property. Buyer is assuming the entire risk as to the condition, quality and performance of the Property and if any portion of the Property proves to be defective in any way following the Closing Date, Buyer assumes the risk of all costs relating to the condition of the Property and any defects in the Property, including the cost of all Claims, repair costs, resulting damage, diminution in value, personal injuries, and investigations. Seller has no obligation to make repairs, replacements or improvements to the Property, or to pay any fees, costs or expenses related to the Property, or for any other liability or obligation with respect to the Property (except for any taxes or assessments to be paid by Seller at Closing as expressly set forth in this Contract). Buyer further acknowledges and agrees that the provisions of this Section 12 were a material factor in the determination of the Purchase Price to be paid by Buyer to Seller for the Property.

(b) Claims. The term "Claim" or "Claims" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses), whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Contract, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(c) Buyer Affiliates. The term “**Buyer Affiliate**” or “**Buyer Affiliates**” means and includes: (i) any affiliate entity of Buyer and each such entity’s and Buyer’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Buyer in connection with the marketing, design, or construction of homes or other improvements on the Property.

(d) Buyer Parties. The term “**Buyer Party**” or “**Buyer Parties**” means and includes: (i) any Buyer Affiliate; (ii) any future owner of the Property or any portion thereof, and such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Seller or any Seller Party if such Claim is made by, through, or under Buyer.

(e) Seller Parties. The term “**Seller Party**” or “**Seller Parties**” means and includes (i) Seller and any affiliate entity of Seller and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Seller and of any affiliate entity of Seller.

(f) Mutual Release and Waiver of Claims.

(i) Buyer agrees that Seller shall not be responsible or liable to Buyer for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Buyer is purchasing the Property **AS IS, WHERE IS, AND WITH ALL FAULTS**. Buyer, on its own behalf and on behalf of anyone claiming by, through, or under Buyer and on behalf of all other Buyer Parties, to the maximum extent permitted by Applicable Laws, hereby fully releases and forever discharges Seller and the Seller Parties from any and all Claims that it may now have or hereafter acquire against Seller and the Seller Parties arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the Property or any environmental or other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the Closing, including without limitation (i) those identified, described, or otherwise referred to in Section 12(a), and (ii) any Claims based on or related to the content, accuracy, or completeness of any information concerning the Property obtained by Buyer from any source. Buyer further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by Applicable Laws, these covenants releasing Seller and the Seller Parties shall be a covenant running with the Property and shall be binding upon Buyer, the Buyer Parties, and all subsequent owners of the Property or any part thereof and upon any and all persons claiming by, through, or under Buyer. Such waiver and release excludes any Claims for Seller’s material breach of its representations and warranties contained in Section 7 and any

conditions, circumstances or events occurring on, in, about or near the Property arising out of the acts or omissions by Seller or the Seller Parties after the Closing.

(ii) Notwithstanding any other provision of this Section 12, Seller fully releases and forever discharges Buyer and the Buyer Parties from any and all Claims that it may now have or hereafter acquire against Buyer and the Buyer Parties arising out of the Environmental Conditions or Buyer's acts or omissions with regard thereto, whether such conditions were present or existing prior to, on or after the Closing. Seller further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable laws, these covenants releasing Buyer and the Buyer Parties shall be binding upon Seller and the Seller Parties, and all persons claiming by, through, or under Seller.

(iii) This waiver and release of claims shall survive the Closing and any termination of this Contract.

(g) Discovery of Other Information. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT (I) BUYER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW (OR AS OF THE CLOSING) KNOWN OR BELIEVED TO BE TRUE REGARDING THE PROPERTY AND/OR THE SELLER INFORMATION, (II) BUYER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE SELLER AND EACH OF THE OTHER SELLER PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS, AND (III) BUYER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS, BENEFITS AND PRIVILEGES TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY FEDERAL, STATE, LOCAL, OR OTHER LAWS WHICH DO OR WOULD NEGATIVELY AFFECT THE VALIDITY OR ENFORCEABILITY OF ALL OR PART OF THE RELEASES SET FORTH IN THIS CONTRACT.

(i) BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UPON THE CONSUMMATION OF THE CLOSING, SELLER SHALL BE DEEMED TO HAVE SATISFIED AND FULFILLED ALL OF SELLER'S OBLIGATIONS CONTAINED IN THIS CONTRACT AND ANY DOCUMENTS EXECUTED BY SELLER FOR THE BENEFIT OF BUYER IN CONNECTION WITH THE CLOSING (OTHER THAN ANY OBLIGATIONS OF SELLER THAT EXPRESSLY SURVIVE CLOSING), AND SELLER SHALL HAVE NO FURTHER LIABILITY TO BUYER OR OTHERWISE WITH RESPECT TO THIS CONTRACT, THE RELEASED CLAIMS, THE TRANSFERS CONTEMPLATED HEREBY, OR ANY DOCUMENTS DELIVERED PURSUANT HERETO. THE PROVISIONS OF THIS SECTION 12, INCLUDING, WITHOUT LIMITATION THE WAIVER AND RELEASE CONTAINED HEREIN, SHALL BE DEEMED REAFFIRMED AT

CLOSING AND SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN).

(ii) BUYER AGREES ON BEHALF OF ITSELF AND ALL THE RELEASORS NEVER TO COMMENCE OR PROSECUTE, OR CONSPIRE OR COLLUDE WITH OTHERS TO COMMENCE OR PROSECUTE, AGAINST SELLER OR THE SELLER PARTIES ANY ACTION OR OTHER PROCEEDING BASED UPON ANY CLAIM COVERED BY THIS RELEASE. THIS RELEASE SHALL BE DEEMED REAFFIRMED AT THE CLOSING.

BUYER'S INITIALS

(h) Buyer's Additional Representations, Warranties, and Covenants. Buyer represents to Seller that Buyer is a knowledgeable buyer of real estate and that Buyer is relying solely on its own expertise and that of Buyer's consultants and advisors in purchasing the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on and will rely solely on its own investigation of the Property and not on any information provided or to be provided by Seller or any employee, agent, representative, or broker of Seller or otherwise attributed to Seller, and all such reliance is expressly and unequivocally disclaimed by Buyer. Buyer further unequivocally disclaims (i) the existence of any duty to disclose on the part of Seller or any employee, agent, representative, or broker of Seller, and (ii) any reliance of Buyer on the silence or any alleged nondisclosure of Seller or any of its employees, agents, representatives, or brokers. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions and development and construction defects, may not have been revealed by Buyer's inspections and investigations and includes, without limitation, matters which, if known by Buyer, would materially affect Buyer's decision to purchase the Property. Buyer hereby assumes all risk and liability (and agrees that Seller shall not be liable for any special, direct, indirect, consequential, incidental, punitive, or other damages) resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

(i) Confidentiality. Subject to the requirements of the Government Records Access and Management Act, all information obtained by Buyer relating to this Contract and/or the Property in the course of Buyer's inspections, investigations, and review shall be treated as confidential information by Buyer, and Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. BUYER SHALL BE LIABLE FOR ALL DAMAGE OR INJURY TO ANY PERSON OR PROPERTY RESULTING FROM ANY FAILURE TO KEEP ALL SUCH INFORMATION CONFIDENTIAL, WHETHER OCCASIONED BY THE ACTS OF BUYER

OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. The provisions of this Section 12(i) shall survive the Closing or the termination of this Contract, as applicable.

(j) Actions. Buyer agrees on behalf of itself and all of the Buyer Parties never to commence or prosecute, or conspire or collude with others to commence or prosecute, against Seller or any Seller Party any action or proceeding based upon any claims covered by the waivers and releases under this Section 12.

(k) Intended Beneficiaries. IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT EACH OF THE SELLER PARTIES SHALL BE THIRD PARTY BENEFICIARIES OF THIS Section 12.

(l) Survival. Buyer hereby acknowledges that the provisions of this Section 12 are a material inducement to Seller entering into the sale transaction which is the subject of this Contract and that this Section 12 shall survive any termination of this Contract (including any termination as a result of Seller's default) and the Closing without any period of limitations, to the maximum extent permitted by any Applicable Law.

13. Defaults and Remedies.

(a) Seller's Remedies. In the event that Seller shall fulfill all of Seller's obligations pursuant to this Contract and Buyer is in breach or defaults in performing Buyer's obligations hereunder, Seller shall be entitled to (i) waive the contractual obligations of Buyer in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; (iii) terminate this Contract and retain or receive the Earnest Money then on deposit as liquidated damages for such default and not as a penalty, in which event the Parties shall be released herefrom and have no further rights, obligations, or responsibilities hereunder; or (iv) seek any other remedies available at law or in equity. Seller's extension of the time for Buyer's performance pursuant to clause (ii) above shall not constitute an election of remedies and shall not prohibit Seller's exercise of Seller's other remedies set forth above in the event Buyer fails to cure such breach prior to the expiration of such extension period. In the event that Buyer does not acquire the Property from Seller pursuant to this Contract, either as a result of the exercise of Buyer's rights to terminate this Contract is set forth herein or as a result of a default by Buyer in the performance of Buyer's obligations thereunder, Seller shall be entitled to receive from Buyer copies of all permits and approvals that have been obtained by Buyer from the City with respect to the Property together with copies of all surveys and reports of studies obtained by Buyer with respect to the Property.

(b) Buyer's Remedies. In the event that Seller is in breach or defaults in performing Seller's obligations hereunder for any reason other than Buyer's breach or default, Buyer shall be entitled to (i) waive the contractual obligations of Seller in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; (iii) terminate this Contract and receive a return of all of the Earnest Money; or (iv) enforce specific performance of this Contract; provided, however, that if the remedy of specific performance is not available, Buyer shall be entitled to seek any other remedies available at law or in equity. Buyer's extension of the time for Seller's performance pursuant to clause (ii) above shall not constitute an election of remedies and shall not prohibit Buyer's

exercise of Buyer's other remedies set forth above in the event Seller fails to cure such breach prior to the expiration of such extension period.

(c) Attorney's Fees. If either Party to this Contract defaults in the performance required hereunder, and the non-defaulting Party employs an attorney to enforce the terms hereof, such non defaulting Party shall be entitled to reasonable attorney's fees from the defaulting Party if such non-defaulting Party substantially prevails in any litigation to enforce this Contract.

(d) Limitation on Damages. In no event shall either Party be liable to the other Party for (and each Party hereby waives all rights to) any speculative, consequential, or punitive damages for any breach of or default under this Contract or under any other provision of this Contract.

14. No Agents or Brokers. Seller and Buyer each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property. Seller and Buyer each hereby agree to indemnify and hold the other harmless from and against all liability, loss, cost, damage, or expense (including but not limited to attorneys' fees and costs of litigation) which the other party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Contract, the sale and purchase of the Property, or the consummation of the transactions contemplated herein. The provisions of this Section 14 shall survive the Closing or the termination of this Contract, as applicable.

15. Notices. All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Contract, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express, UPS, addressed to such Party at the address specified below; or (v) sent by facsimile or email, provided that receipt for such facsimile or email is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Contract, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Buyer:

Park City Municipal Corporation

P.O. Box 1480

Park City, Utah 84060

Attn: City Manager

Email: _____

Phone: _____; Fax: _____

If to Seller: James B. Lee, Personal Representative of the Estate of Florence J. Gillmor
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
E-mail: jlee@parsonsbehle.com
Phone: 801-532-1234; Fax: 801-536-6111

16. General Provisions.

(a) Assignment. Buyer shall not have the right to sell, assign, or transfer this Contract without Seller's prior written approval, which approval may be granted or withheld in Seller's sole and absolute discretion, and any such purported assignment by Buyer shall constitute a default by Buyer under this Contract. In no event shall any assignment release Buyer from any liability or obligations under this Contract in whole or in part.

(b) No Recordation. Neither this Contract nor a memorandum of this Contract shall be filed in a county recorder's office by Buyer. If Buyer breaches this provision, then, notwithstanding any other provision of this Contract to the contrary, Seller shall have the right to all legal and equitable remedies in a court of competent jurisdiction (including the recovery of court costs and attorney's fees) against Buyer.

(c) Survival of Contractual Provisions; Binding Effect. Buyer and Seller agree as follows:

(i) Except as otherwise specifically set forth in this Contract, all of the representations and warranties made by Seller and by Buyer shall survive the Closing for a period of six (6) months and shall not be merged therein for the benefit of Buyer and Seller and their respective legal representatives, heirs, successors, and assigns.

(ii) Any covenant or agreement herein which expressly contemplates performance after the time of Closing shall not be deemed to be merged into or waived by the instruments executed at Closing, but shall expressly survive such Closing and be binding upon the Parties obligated thereby.

(iii) The terms, provisions, warranties, representations, covenants, and agreements contained in this Contract shall apply to, be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns; provided, however, no successor in ownership of all or any portion of the Property shall have the right to enforce any terms, provisions, warranties, representations, covenants or agreements which are herein made by Seller, all of which are herein made by Seller for the sole benefit of Buyer and Buyer's pre-closing successors and assigns only.

(d) Construction, Interpretation, and Severability.

(i) Time is of the essence in the performance of this Contract.

(ii) This Contract shall be governed and interpreted under the laws of the State of Utah.

(iii) The section and paragraph headings used in this Contract are for convenience purposes only, and shall not be used in the interpretation of this Contract.

(iv) All exhibits attached hereto are incorporated herein by reference and made a part of this Contract.

(v) Seller's failure (i) to insist in any one or more instances upon Buyer's performance of any of the covenants, agreements, and/or conditions of this Contract, or (ii) to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition. Except as expressly provided herein, all remedies of Seller under this Contract are cumulative and not one of them shall be exclusive of the other, and Seller shall have the right to pursue any or all of such remedies or to seek damages in the event of any breach of the terms hereof by Buyer or to pursue any other remedy or relief which may be provided by law or equity, whether or not stated in this Contract.

(vi) This Contract contains the entire agreement between the Parties relating to the Property. The Parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein. This Contract cannot be varied except by written agreement executed by the Parties.

(vii) The Parties acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of this Contract, the interpretation of this Contract shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

(viii) The terms and provisions of this Contract are severable, and if any provision, term, or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be illegal, unenforceable, invalid, or unconstitutional for any reason, the remainder of this Contract and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby. This Contract and its interpretation and enforcement shall be affected only as to the application of any such items, terms, or provisions deemed illegal, unenforceable, invalid, or unconstitutional, and this Contract shall in all other respects remain in full force and effect.

(ix) Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

(x) The agreement contained herein shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Contract. The Parties acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Party is relying upon any legal advice from the other party's counsel regarding the subject matter thereof. Both Parties acknowledge that they understand the terms and conditions of this Contract and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Party shall deny the enforceability of any provision of this Contract or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition. This Contract and any ambiguities or uncertainties contained in this Contract shall be equally and fairly interpreted for the benefit of and against all Parties to this Contract and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Contract or have had equal opportunity to do so.

(e) Effective Date. The term "**Effective Date**," as used in this Contract, shall mean the later of the following dates: (1) the date of Seller's signature; or (2) the date of Buyer's signature.

(f) Amendment. This Contract may only be amended, modified, or changed by a traditional written document properly executed by Buyer and Seller. Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Contract.

(g) Counterparts. This Contract may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Contract may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature or an electronically scanned signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Contract shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

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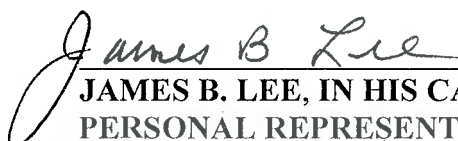
Buyer:

PARK CITY MUNICIPAL CORPORATION,
a municipal corporation and political subdivision of
the State of Utah

By: _____
Name: _____
Title: _____

Executed by Buyer on _____, 2014.

Seller:



**JAMES B. LEE, IN HIS CAPACITY AS THE
PERSONAL REPRESENTATIVE OF THE
ESTATE OF FLORENCE J. GILLMOR**

Executed by Seller on October 2, 2014.

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The undersigned Title Company hereby acknowledges receipt of a copy of this Contract.

TITLE COMPANY:

COALITION TITLE AGENCY,
a Utah corporation

Date: _____

By: _____

Name: _____

Title: _____

The undersigned Title Company hereby acknowledges receipt of the Earnest Money.

TITLE COMPANY:

COALITION TITLE AGENCY,
a Utah corporation

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"

**TAX PARCEL NUMBERS PERTAINING TO THE PROPERTY AND MAP
DEPICTING THE APPROXIMATE LOCATION OF THE PROPERTY**

The Property consists of those certain parcels of real property located in Summit County, Utah, identified by the following Tax Parcel Numbers assigned by the Summit County Assessor:

PP-26

SS-121

SS-91

as identified on the Map attached hereto as Page A-2 of this Exhibit A.

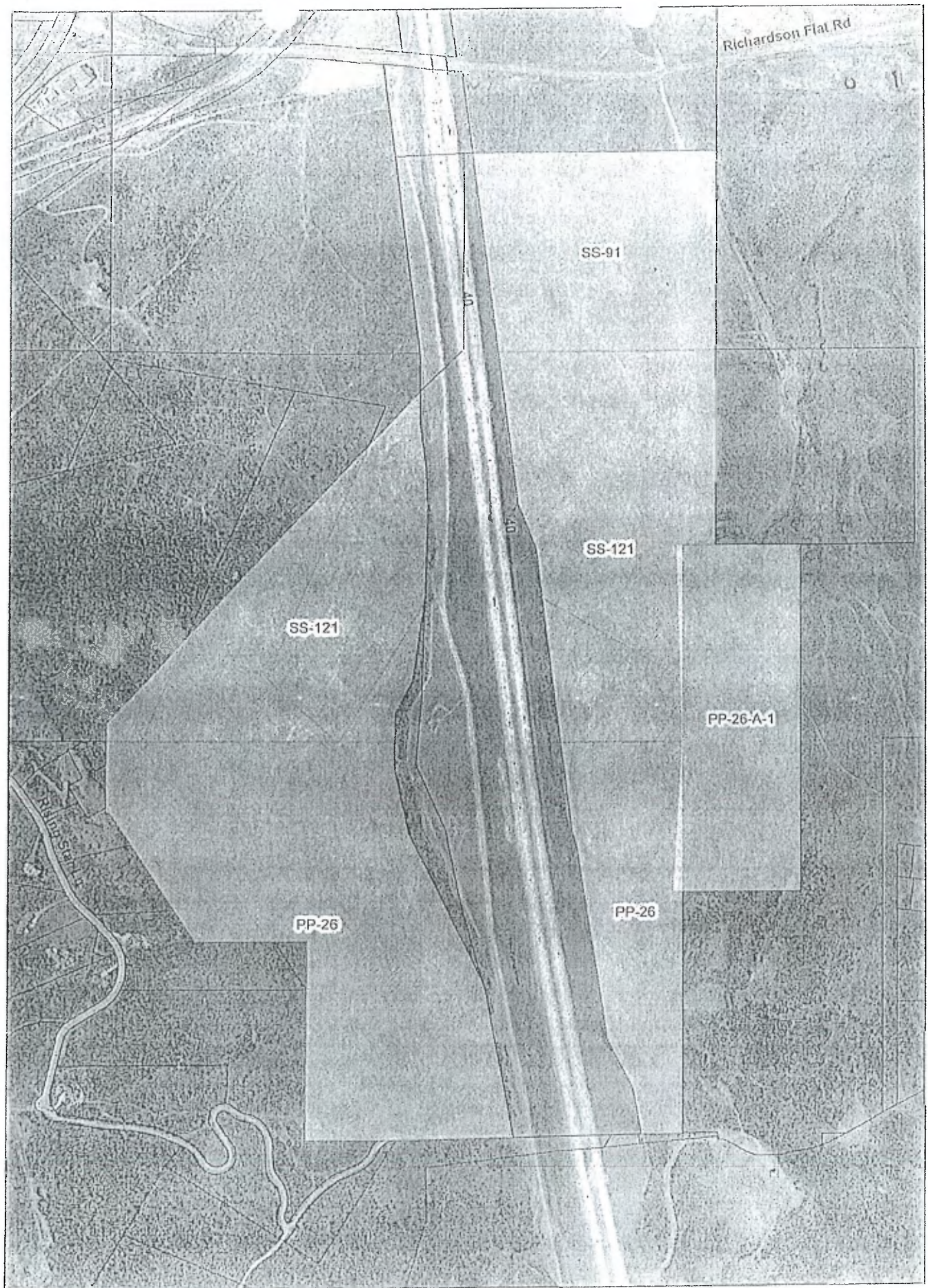


EXHIBIT "B"

FORM OF SPECIAL WARRANTY DEED

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: _____

Tax Parcel Numbers: _____

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For valuable consideration, the receipt of which is acknowledged, James B. Lee, in his capacity as the Personal Representative of the Estate of Florence J. Gillmor ("**Grantor**"), hereby conveys and warrants to Park City Municipal Corporation, a municipal corporation of the State of Utah, whose address is P.O. Box 1480, Park City, Utah 84060, ("**Grantee**"), against all claiming by, through, or under Grantor, but not otherwise, that certain real property ("**Property**") located in the County of Summit, State of Utah, described on **Exhibit A** attached hereto and by this reference incorporated herein,

SUBJECT TO all easements, covenants, restrictions, rights-of-way, reservations and all other matters affecting the title to the Property appearing of record or discoverable by an inspection of the Property and also subject to real property taxes and assessments for the year 2014 and thereafter.

However, Grantor specifically and expressly excepts from this conveyance and hereby expressly reserves unto Grantor the ownership of all water rights, water shares, interests in water and well rights as follows: Water Rights identified as Numbers _____ and _____, and all of the water rights, water shares, interests in water and well rights identified herein are hereby expressly reserved unto Grantor and are not transferred to Grantee.

The Property is sold in its "AS IS" condition.

GRANTOR:

**JAMES B. LEE, IN HIS CAPACITY AS THE
PERSONAL REPRESENTATIVE OF THE
ESTATE OF FLORENCE J. GILLMOR**

Date of Execution: _____, 2014

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by JAMES B. LEE, IN HIS CAPACITY AS THE PERSONAL REPRESENTATIVE OF
THE ESTATE OF FLORENCE J. GILLMOR.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (this "**Contract**") is entered as of the Effective Date, as defined in Section 16(e) below, by and between FLORENCE J. GILLMOR FOUNDATION, a Utah nonprofit corporation ("**Seller**"), and PARK CITY MUNICIPAL CORPORATION, a municipal corporation of the State of Utah, ("**Buyer**"), who, for good and valuable consideration, the receipt and sufficiency of which Buyer and Seller (each a "**Party**" or collectively the "**Parties**") each acknowledge, hereby agree as follows:

RECITALS

A. Seller is the owner of certain parcels of real property located in Summit County, Utah, consisting of approximately 44 acres, which parcels of real property are more particularly described and depicted on Exhibit "A" attached hereto (the "**Property**").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller upon the terms and conditions contained in this Contract.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, Buyer and Seller agree as follows:

AGREEMENT

1. Purchase of the Property. Subject to the terms and conditions set forth in this Contract, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property. The defined term "**Property**" shall include all improvements thereon and all of the rights and appurtenances pertaining thereto, including, but not limited to, all fencing, trees, shrubs, and irrigation ditches. Seller and Buyer hereby acknowledge and agree that the sale of the Property from Seller to Buyer shall not include any water rights or shares in any water company or irrigation company. Seller shall expressly exclude from the sale and conveyance of the Property to Buyer any and all water rights and interests in water of any nature owned by Seller and identified in this Contract

2. Defined Terms. The following terms shall have the meanings indicated in this Contract:

(a) "**Applicable Law**" means any city, county, state, federal, or other governmental regulation, ordinance, law, code, statute or constitution, including any zoning ordinance or use restriction or any administrative, executive, or judicial orders, decrees, or determinations which govern, regulate, control, or otherwise apply to or relate in any manner to the Property and the ownership, development, use, or operation of the Property, to the construction, marketing, and sale of homes on the Property, to homebuilders and contractors, and/or to the interpretation and enforcement of this Contract, including without limitation all Environmental Laws (as hereinafter defined).

(b) "**Cash**" means an amount credited by wire transfer into Title Company's or Seller's bank account as required under this Contract.

(c) **“County”** means Summit County, Utah.

(d) **“Environmental Laws”** means any local, state, or Federal law, rule, regulation, ordinance, order, judgment, governmental authorization, or any other requirement of Governmental Authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, pertaining to environmental regulation, contamination, clean-up, or disclosure, or otherwise to health and safety, including without limitation each of the following, as the same may be amended from time to time: (1) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, **“RCRA”**), and regulations promulgated thereunder; (2) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, **“CERCLA”**), and regulations promulgated thereunder; (3) the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*); (4) the Endangered Species Act (15 U.S.C. § 1531 *et seq.*); and (5) laws, statutes, ordinances, rules, regulations, orders, or determinations relating to “wetlands,” including without limitation those set forth in the Clean Water Act (33 U.S.C. § 1251 *et seq.*).

(e) **“Governmental Authorities”** means the United States, the State, the County, Park City Municipal Corporation or any other governmental authority or agency having jurisdiction over the Property, including without limitation any municipal utility district, water control and improvement district, or similar district or taxing authority in which the Property is located or otherwise having jurisdiction over the Property, and any other agency, department, commission, board, or bureau or instrumentality of any of the foregoing, including without limitation the Army Corps of Engineers, the Federal Emergency Management Agency and the Environmental Protection Agency.

(f) **“Hazardous Substances”** means any pollutants, materials, substances, or wastes identified or regulated in any way under applicable Environmental Laws, including, without limitation: any “hazardous waste” as defined by RCRA, and regulations promulgated thereunder; any “hazardous substance” as defined by CERCLA, and regulations promulgated thereunder; any toxic substance as defined under or regulated by the Toxic Substances Control Act, and regulations promulgated thereunder, as amended; asbestos, polychlorinated biphenyls, radon, freon and other chlorofluorocarbons, explosive and radioactive materials; petroleum and petroleum based products; urea formaldehyde foam insulation; underground and above ground storage tanks, whether empty, filled or partially filled with any substance, including without limitation any petroleum product or any other hazardous substance; any substance the presence of which on the Property is prohibited by any Environmental Laws; and any other substance or material which by or under any Environmental Laws requires special handling or notification of any Governmental Authority in its collection, storage, treatment, use, or disposal.

(g) **“Seller’s Ranch Lease”** means that certain Ranch Lease which pertains to the Property by and between Seller, as lessor, and Gillmor Ranching, LLC, as lessee, dated December 27, 2012.

(h) **“State”** means the State of Utah.

3. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be \$18,000 per acre, payable in Cash as set forth below. As of the Effective Date of this Contract, Seller and Buyer estimate that the total acreage of the Property is 44 acres. Based on such estimate of acreage, Seller and Buyer estimate as of the Effective Date of this Contract that the Purchase Price for the Property shall be \$792,000. The actual Purchase Price for the Property shall be calculated and based on the actual acreage of the Property as set forth in the Survey of the Property described in Section 5(b) below. At the time of the Closing Buyer shall pay in Cash the actual Purchase Price in one lump sum.

4. Earnest Money.

(a) Earnest Money. Buyer shall, within five (5) Business Days after the Effective Date, deposit with, and to be held by, Coalition Title Agency (the "**Title Company**") whose address is 2200 Park Avenue, Suite C-100, Park City, Utah 84060, the sum of \$15,000.00 in the form of Cash (the "**Earnest Money**"). In the event Buyer does not terminate this Contract prior to the expiration of the Feasibility Period (as defined in Section 6 below), the Earnest Money shall be deemed non-refundable to Buyer, unless Seller thereafter defaults in the performance of any of its obligations under this Contract. If this Contract is terminated prior to the Closing, the Earnest Money then on deposit with the Title Company shall be delivered to Seller or returned to Buyer by the Title Company, as elsewhere provided herein. At the Closing, all of the Earnest Money shall be applied as a credit to the Purchase Price. The Title Company shall deposit the Earnest Money in a federally-insured interest bearing account, or in such other investment as Buyer shall direct, and all interest or income thereon shall be paid to Buyer.

(b) Failure to Deposit. If Buyer fails to deposit the Earnest Money as required herein, and if such failure continues for a period of two (2) Business Days after written notice from Seller, then Seller may terminate this Contract by written notice to Buyer at any time prior to the deposit of the Earnest Money. If this Contract is so terminated, then this Contract shall be deemed to have terminated as of the date that the Earnest Money was originally to have been deposited by Buyer, and there shall be no remedy hereunder to either Seller or Buyer other than the termination of this Contract.

5. Title Commitment and Survey.

(a) Title Commitment. No later than October 15, 2014, Seller shall cause to be delivered to Buyer a commitment for title insurance ("**Title Commitment**") pertaining to the Property issued by the Title Company. The Title Company shall also furnish to Buyer a copy of all recorded documents referred to in the Title Commitment.

(b) Survey. No later than October 15, 2014, Buyer shall cause to be prepared by a licensed surveyor reasonably acceptable to Seller and to Buyer a boundary survey of the Property (the "**Survey**"). The Survey shall include a calculation and certification by the Surveyor of the total acreage of the Property. Buyer shall be responsible for the payment of the entire cost of the Survey.

(c) Review of Title Commitment. Buyer shall have thirty (30) days after the Buyer's receipt of the Title Commitment in which to examine the Title Commitment and to

specify to Seller, in writing, those items reflected thereon which Buyer will accept as permitted exceptions to title ("**Permitted Exceptions**"), and those items which Buyer finds objectionable ("**Title Objections**"). Seller may, in its sole and absolute discretion, but is not obligated to, correct or remove any or all Title Objections, give Buyer written notice thereof, and deliver (or cause to be delivered) at or prior to the Closing an amended Title Commitment reflecting the correction or deletion of such matters. If Buyer does not deliver to Seller a written notice specifying those items which are Permitted Exceptions and Title Objections within the above stated time period (or the expiration of the Feasibility Period, if earlier), then all of the items reflected on the Title Commitment shall be deemed Permitted Exceptions.

(d) Uncorrected Title Objections. If Buyer timely gives Seller written notice of Buyer's Title Objections, Seller may elect to correct or remove any or all Title Objections or to provide Buyer and the Title Company with satisfactory evidence of Seller's ability to correct and remove all Title Objections prior to the Closing (which Seller may elect to do in its sole and absolute discretion) within ten (10) days after receipt of the Title Objections (the "**Cure Period**"). Seller shall have no duty to correct or remove any Title Objections. If Seller has not cured, or chooses not to cure, the Title Objections within the Cure Period, then Buyer may either (i) terminate this Contract by giving Seller written notice thereof within five (5) business days after the last day of the Cure Period (but in no event after the expiration of the Feasibility Period, if earlier), in which case the Earnest Money will be returned to Buyer, and both Parties shall be released from all further obligations under this Contract (subject, however, to the continuing covenants set forth in Section 6 below); or (ii) waive all or any of the Title Objections and close the transaction with no reduction in the Purchase Price, in which event the uncorrected and unremoved Title Objections shall be deemed waived by Buyer and shall thereafter be deemed to be Permitted Exceptions under this Contract. In order to terminate this Contract as provided in this Section, Buyer must give written notice of such termination within five (5) business days after the expiration of the Cure Period (but in no event after the expiration of the Feasibility Period, if earlier). If Buyer fails to give such written notice of termination within the time required herein, it shall be conclusively deemed that Buyer has elected to waive the Title Objections not so corrected or removed and to accept them as Permitted Exceptions.

(e) Owner's Title Policy. As a condition to Buyer's obligations at Closing, the Title Company shall be committed to issue to Buyer an owner's policy of title insurance (the "**Owner's Title Policy**") in the amount of the Purchase Price insuring that Buyer is owner of the Property, subject only to any Permitted Exceptions and the standard printed exceptions included in the Title Company's standard form Owner's Policy of Title Insurance.

6. Feasibility Period. Beginning on the Effective Date and continuing until December 1, 2014 (the "**Feasibility Period**"), Buyer, at its sole cost and expense, shall have the right of investigation and inspection of the Property to determine, in Buyer's sole and absolute discretion, whether or not the Property is acceptable to Buyer and suitable for Buyer's intended use.

(a) Inspection and Investigation Rights. During the Feasibility Period, Buyer shall have the right to determine, to Buyer's satisfaction in Buyer's sole and absolute discretion, that the Property is suitable for and acceptable to Buyer, including without limitation: (i) investigation of the soils within the Property; (ii) determination of environmental risks of the

Property; (iii) determination of the status of the Property with regard to flood plains; (iv) geotechnical testing; (v) performance of any inspections or investigations of the Property desired by Buyer in Buyer's sole discretion and (vi) review and approval of the documents and materials described in Section 6(c) below.

(b) Access. Buyer and Buyer's agents shall have the right of access to the Property from and after the Effective Date of this Contract and continuing until the Closing Date for the purpose of conducting such investigations and inspections, and all such investigations and inspections on the Property shall be conducted in compliance with all Applicable Laws. Buyer and its authorized representatives and contractors shall carry out all on-site inspections and investigations at reasonable times and in a manner intended to minimize damage to the Property and to all personal property and improvements on the Property and to avoid harming livestock or allowing livestock to escape from the Property. Prior to any entry onto the Property by Buyer or any employee, agent, representative, contractor, or consultant of Buyer, Buyer shall obtain and maintain in force at its own expense a policy of commercial general liability insurance by an insurance company qualified to do business in the State and reasonably satisfactory to Seller, insuring against claims of all persons for loss of life, personal injury and property damage arising out of or incident to the activities of Buyer, its agents and employees upon the Property. Buyer shall cause such insurance to remain in full force and effect during the term of this Contract. Before Buyer takes any core samples or uses any other type of invasive testing or procedures on the Property, Buyer shall give to Seller not less than five (5) day's prior written notice. Seller shall have the right to be present during any such invasive testing or procedures. Upon the completion of any testing or procedures on the Property, Buyer will provide or cause to be provided to Seller copies of all results and reports from such testing and procedures.

(c) Seller's Information. Seller shall, no later than October 15, 2014 provide to Buyer (i) a copy of the Seller's Ranch Lease affecting the Property (which shall not expire prior to Closing); and (ii) written notice of any claims and/or litigation known to Seller pertaining to the Property (all such information and any other information pertaining to the Property given to Buyer by Seller being referred to herein collectively as "**Seller's Information**"). The Seller's Information and any other documents or information provided by Seller to Buyer are provided "AS IS," without recourse, and with no representations or warranties of any kind, including without limitation as to the accuracy or completeness of such documents or information. Not in limitation of the foregoing, Buyer acknowledges and agrees that (i) Seller makes no covenant, representation, or warranty whatsoever with respect to Seller's Information, including, without limitation, its content, reliability, accuracy, or completeness; and (ii) Buyer's use and reliance on Seller's Information shall be at Buyer's own risk, and Seller makes no assurance as to any right of Buyer to use or rely on Seller's Information. This paragraph shall survive the Closing and any termination of this Contract, any other provision hereof to the contrary notwithstanding.

(d) Due Diligence Information. Buyer acknowledges and agrees that any and all documents, materials, and other information provided to Buyer pursuant to this Contract or at Buyer's request are proprietary and confidential in nature, including, without limitation, the Seller's Information (the "**Due Diligence Information**"). Buyer also acknowledges and agrees that Seller will not provide and is under no obligation or duty to provide any information regarding the Property except as expressly set forth in this Contract. If any Due Diligence

Information is provided, Seller makes no representations or warranties as to the accuracy or completeness of any of such Due Diligence Information, and Seller hereby notifies Buyer that Buyer should make, and Buyer hereby agrees that Buyer will rely exclusively on, Buyer's own investigation and inspection of the Property in determining whether or not Buyer desires to proceed with the purchase of the Property. Buyer agrees not to disclose the Due Diligence Information, or any of the provisions, terms or conditions thereof, to any party outside of Buyer's organization except as necessary to its attorneys, accountants, lenders, or investors (collectively, the "**Permitted Outside Parties**") or in response to a request for information under the Government Records Access and Management Act. Buyer further agrees that, within its organization, or as to the Permitted Outside Parties, the Due Diligence Information shall be disclosed and exhibited only to those persons within Buyer's organization or as to the Permitted Outside Parties who are responsible for determining the feasibility of Buyer's acquisition of the Property. In permitting the Permitted Outside Parties to review such Due Diligence Information to assist Buyer, no third party benefits or relationships of any kind, either express or implied, have been offered, intended or created by Seller, and any such claims are expressly rejected by Seller and waived by Buyer and the Permitted Outside Parties.

(e) Termination if Not Satisfied with Property. If Buyer is not satisfied in Buyer's sole discretion with the Property, then Buyer, in its sole discretion, may terminate this Contract by written notice to Seller, which written notice must be received by Seller on or before the expiration of the Feasibility Period. If Buyer does not give written notice to Seller by the end of the Feasibility Period of Buyer's termination of this Contract, then Buyer shall be deemed to have accepted the Property and the condition thereof. If Buyer timely and properly terminates this Contract pursuant to this Section 6(e), then the Earnest Money will be returned to Buyer, and the Parties shall have no further obligations to each other except for those obligations of Buyer which expressly survive termination of this Contract.

(f) Information to Seller. If Buyer terminates this Contract pursuant to the foregoing Section 6(e) or if this Contract is terminated for any other reason, Buyer will return all original Due Diligence Information to Seller and will give to Seller all documents and information created, obtained, or generated by Buyer in connection with or pursuant to this Contract. Buyer is not obligated to give to Seller any information regarding the Property which is privileged under applicable law, and Buyer shall retain copies of public records as required by law. Buyer's obligations under this Section 6(f) are binding on Buyer and Buyer's successors and permitted assigns, notwithstanding any termination of this Contract for any reason.

(g) Restoration & Indemnity. After any tests or investigation on the Property, Buyer will return the Property to its condition as of the Effective Date (other than any changes, damages, or alterations resulting from actions by persons other than Buyer or any Buyer Party, as defined hereinafter) and will repair any damage caused by Buyer or any Buyer Party to the Property. BUYER DOES HEREBY AGREE TO INDEMNIFY SELLER, AND BUYER AGREES TO DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER) SELLER AND HOLD SELLER HARMLESS, FROM AND AGAINST ANY ACTIONS, LIABILITIES, COSTS, EXPENSES, LIENS, CLAIMS, AND/OR DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) ONLY CONNECTED WITH, RESULTING FROM, OR ARISING FROM SUCH ENTRY, TESTS, INVESTIGATIONS, AND/OR RESTORATION WORK ON THE PROPERTY PERFORMED

BY BUYER AND/OR BUYER'S EMPLOYEES, AGENTS, AND CONTRACTORS AND OTHER PERSONS WITHIN BUYER'S CONTROL OR OTHERWISE ON THE PROPERTY IN CONNECTION WITH ANY OF BUYER'S INSPECTIONS OR DUE DILIGENCE ACTIVITIES. THIS SECTION 6(g) IS NOT INTENDED TO IMPOSE ON BUYER COMPREHENSIVE ENVIRONMENTAL LIABILITY PERTAINING TO THE PROPERTY. This indemnity shall extend to and expressly includes any entry or activities by Buyer, and employees, agents, contractors and other persons within Buyer's control. The foregoing restoration and indemnity obligations of Buyer shall survive the Closing and any termination of this Contract, any other provision hereof to the contrary notwithstanding.

7. Seller's Representations, Warranties, and Covenants.

(a) Conveyance of Property. Seller shall convey the Property to Buyer at Closing by the Deed (defined below), subject only to the Permitted Exceptions.

(b) Seller's Authority. Seller represents and warrants that the persons signing this Contract on behalf of Seller have the full right, power, and authority to execute this Contract on behalf of Seller. The execution, delivery, and performance of this Contract and the consummation of the transactions contemplated hereby, do not conflict with, result in a violation of, or constitute a default under any provision of agreement or other instrument binding upon Seller.

8. Buyer's Representations, Warranties, and Covenants.

(a) Buyer's Authority. Buyer represents and warrants to Seller that the person signing this Contract as Buyer has the full right, power, and authority to execute this Contract on behalf of Buyer and to carry out Buyer's obligations, including the purchase of the Property as provided in this Contract, without the joinder of any other person. The execution, delivery, and performance of this Contract, and the consummation of the transactions contemplated hereby, do not (i) conflict with, result in a violation of, or constitute a default under (A) any provision of Buyer's constituent documents or any agreement or other instrument binding upon Buyer, or (B) any law, governmental regulation, court decree or order applicable to Buyer, or (ii) require the consent, approval or authorization of any third party.

(b) Compliance with Laws. Buyer will comply with all Applicable Laws during the term of this Contract.

(c) Survival. Unless otherwise expressly provided, the covenants and agreements of Buyer contained in this Section 8 shall survive the Closing without any limitation as to the period of survival and shall survive the termination of this Contract.

9. Closing.

(a) Closing Date. Provided that all of Buyer's conditions to closing as set forth in this Contract have been satisfied, the Closing on the purchase of the Property by Buyer (the "**Closing**") shall take place on Monday, December 17, 2014, unless extended by written mutual agreement of Buyer and Seller (the "**Closing Date**").

(b) Proration of Taxes and Other Items. All real estate taxes, special taxes and assessments relating to the Property for the year of the Closing shall be prorated as of the Closing Date between Seller and Buyer. If the amount of taxes for that year are not known at the time of the Closing, the prorations shall be based on an estimate of the taxes for the year of Closing. Such prorations shall be adjusted between the Parties after the Closing when the actual ad valorem taxes and assessments for the year of the Closing are determined. The provisions of this paragraph shall survive the Closing. Any real property taxes and assessments arising out of the sale of the Property, arising out of a subsequent sale or change in ownership of the Property thereafter, or arising out of any construction pertaining to the Property following the Closing, shall be paid by Buyer when assessed.

(c) Agricultural Use. The Property is currently assessed for real property tax purposes as "land in agricultural use" pursuant to Section 59-2-501, et seq. of the Utah Code (the "Utah Farmland Assessment Act"). Seller shall not take any action to terminate the assessment of the Property as land in agricultural use pursuant to the Utah Farmland Assessment Act prior to the date of the Closing. Buyer shall take such action as may be necessary at the Closing to cause the Property to continue to be assessed as land in agricultural use pursuant to the Utah Farmland Assessment Act after the Closing. The Property is subject to the assessment by the Summit County Assessor of rollback pursuant to the Utah Farmland Assessment Act. Buyer shall be responsible for the payment of any and all rollback taxes that may be assessed with respect to the Property by the Summit County Assessor under the Utah Farmland Assessment Act at or subsequent to the Closing.

(d) Closing Costs. Seller and Buyer each agree to pay the following costs at the Closing:

(i) Seller agrees to pay the cost of preparing the Deed; the cost of preparing and recording any releases and other documents necessary to convey the Property in accordance with this Contract; and Seller's attorneys' fees.

(ii) Buyer agrees to pay the recording fees for the Deed; all escrow or closing fees charged by the Title Company; the premium for the Owner's Title Policy, and the premiums for any other available modifications and/or endorsements to the Owner's Title Policy desired by Buyer; Buyer's attorneys' fees; and any other closing costs.

10. Seller's Obligations at Closing. At the Closing, Seller, at Seller's sole cost and expense, shall take the following actions and/or deliver, or cause to be delivered, to Buyer and/or the Title Company, as applicable, the following:

(a) Deed. Seller shall execute and deliver to the Title Company for recording a special warranty deed (the "**Deed**") in the form attached hereto as Exhibit "B," fully executed and acknowledged by Seller.

(b) Termination of the Seller's Ranch Lease. Seller shall deliver to Buyer a document evidencing that the Seller's Ranch Lease has been terminated as of the date of Closing, to the extent that the Seller's Ranch Lease pertains to the Property.

(c) Non-Foreign Certificate. Seller shall execute and deliver a non-foreign certificate stating under the penalty of perjury that Seller is not a foreign person or disregarded entity within the meaning of Section 1445 of the Internal Revenue Code, setting forth Seller's taxpayer identification number and address.

(d) Other Instruments. Seller shall execute and deliver such other documents as are customarily executed in Utah in connection with the conveyance of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company.

(e) Possession. Seller shall deliver possession of the Property to Buyer at Closing, subject to the Permitted Exceptions.

11. Buyer's Obligations at Closing. At the Closing, Buyer, at Buyer's sole cost and expense, shall take the following actions and/or deliver, or cause to be delivered, to Seller and/or the Title Company, as applicable, the following:

(a) Purchase Price. Buyer shall deliver in Cash to the Title Company for disbursement to Seller the Purchase Price payable in Cash at the Closing, subject to any adjustments for prorations and other credits expressly provided for in this Contract.

(b) New Ranch Lease. Buyer shall arrange for the execution of a new ranch lease (the "New Ranch Lease") between Buyer and Gillmor Ranching, LLC, which shall be consistent with Buyer's preferred form of ranch lease, so as to continue the uses of the Property allowed under the Seller's Ranch Lease (which shall be terminated as of the date of the Closing, to the extent that the Seller's Ranch Lease pertains to the Property), such that, as the result of the New Ranch Lease, the Property shall be deemed "land in agricultural use" pursuant to Section 59-2-501, et seq. of the Utah Code (the "Utah Farmland Assessment Act").

(d) Closing Documents. Buyer shall execute and deliver such other documents as are customarily executed in Utah in connection with the purchase of real property, including all required closing statements, releases, affidavits, evidences of authority to execute the documents, and any other instruments that may be required by the Title Company or by the terms of this Contract.

12. PROPERTY SOLD AS IS, WHERE IS, AND WITH ALL FAULTS: DISCLAIMERS, MUTUAL RELEASES, AND RELATED MATTERS. As a material inducement to Seller to enter into this Contract and to sell and convey the Property to Buyer subject to the terms of this Contract and at the Purchase Price stated herein, Seller and Buyer covenant and agree as set forth in this Section 12. Buyer acknowledges and agrees that but for Buyer's agreement to these provisions, Seller would not sell the Property to Buyer.

(a) Disclaimer of Warranties. Seller hereby specifically disclaims any warranty, guaranty, promise, covenant, agreement, or representation of any kind or character, oral or written, past, present or future, of, as to, or concerning: (i) the nature and condition of the Property, including, without limitation, (a) the water, soil and geology (including soil expansiveness, corrosivity, or stability, or seismic, hydrological, geological and topographical conditions and configurations), the suitability thereof and/or of the Property for any and all

activities and uses which Buyer may elect to conduct, (b) the manner or quality of the construction or materials, if any, incorporated into the Property and/or the manner, quality, state of repair or lack of repair of the Property or any improvements thereon or related thereto (including without limitation any offsite improvements and infrastructure), (c) the existence of any environmental hazards or conditions (including but not limited to the presence of Hazardous Substances of any type and/or above or below ground storage tanks, and/or pipelines) at, on, under, or near the Property or compliance with any applicable Environmental Laws or other Applicable Laws of any Governmental Authority (collectively, the "Environmental Conditions"), (d) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, including the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, or other condition concerning the Property, and the construction, design, engineering or other work with respect to the Property, including the existing improvements and the grading and compaction of the Property, including any defects therein; (iii) the value of the Property and/or the income or profits which may or may not be derived from the Property, or any potential appreciation in value or the resale value of the Property; (iv) the existence or availability of utilities or other services, or the right to obtain utilities or other services related to the Property, (v) the availability of any school or school facilities in or near the Property, traffic conditions in, around, or near the Property, or the future use of the Property or adjacent or nearby properties; (vi) the existence, applicability, availability, validity, or enforceability of any entitlements or development rights related to or appurtenant to the Property; (vii) the compliance of the Property or its operation with any laws, ordinances, or regulations of any Governmental Authority, including without limitation any Environmental Laws and/or any land use laws or the compliance of the Property or its operation with any development agreements, covenants, conditions, or restrictions, or any other agreements or arrangements related to the development, use, or operation of the Property, (viii) the content, completeness or accuracy of the Information, (ix) the fact that all or a portion of the Property may be located on or near an earthquake fault line or in or near an earthquake or seismic hazard zone; (x) the existence or potential future existence of any special improvement districts or any other assessment districts or additional governmental or administrative fees, costs, levies or assessments; and (xi) any other matter relating to the Property or to the development, construction, operation, ownership, rental or sale of the Property (collectively, the "Property Matters"). The sale of the Property is made on an "AS IS," "WHERE IS" AND "WITH ALL FAULTS" basis, with all faults, liabilities, and defects, latent or otherwise, known or unknown, in its present state and condition as of the Closing Date, with no rights of recourse against Seller or any Seller Party for the same, and Buyer expressly acknowledges that Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (other than the special warranty of title with respect to the Property), habitability, merchantability, suitability or fitness for a particular purpose with respect to the Property or any portion thereof. Buyer acknowledges and agrees that, as between Buyer and Seller, if the Property proves to be defective in any way following the Closing Date, Buyer assumes the entire cost of all necessary repairs. Buyer expressly waives, and Seller expressly disclaims, any and all warranties of any type or kind, except for the representations and warranties expressly provided in Section 7. Such waivers and disclaimers include (without limitation) any and all express or implied warranties of merchantability, habitability, quality of construction, fitness for a particular purpose or otherwise. Buyer acknowledges that by

providing the Seller Information, and by providing Buyer with access to the Property, Seller and the Seller Parties have satisfied all disclosure obligations. To the fullest extent permitted by law, Buyer waives all implied warranties related to the Property. Buyer is assuming the entire risk as to the condition, quality and performance of the Property and if any portion of the Property proves to be defective in any way following the Closing Date, Buyer assumes the risk of all costs relating to the condition of the Property and any defects in the Property, including the cost of all Claims, repair costs, resulting damage, diminution in value, personal injuries, and investigations. Seller has no obligation to make repairs, replacements or improvements to the Property, or to pay any fees, costs or expenses related to the Property, or for any other liability or obligation with respect to the Property (except for any taxes or assessments to be paid by Seller at Closing as expressly set forth in this Contract). Buyer further acknowledges and agrees that the provisions of this Section 12 were a material factor in the determination of the Purchase Price to be paid by Buyer to Seller for the Property.

(b) Claims. The term “**Claim**” or “**Claims**” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses), whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Contract, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(c) Buyer Affiliates. The term “**Buyer Affiliate**” or “**Buyer Affiliates**” means and includes: (i) any affiliate entity of Buyer and each such entity’s and Buyer’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Buyer in connection with the marketing, design, or construction of homes or other improvements on the Property.

(d) Buyer Parties. The term “**Buyer Party**” or “**Buyer Parties**” means and includes: (i) any Buyer Affiliate; (ii) any future owner of the Property or any portion thereof, and such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Seller or any Seller Party if such Claim is made by, through, or under Buyer.

(e) Seller Parties. The term “**Seller Party**” or “**Seller Parties**” means and includes (i) Seller and any affiliate entity of Seller and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Seller and of any affiliate entity of Seller.

(f) Mutual Release and Waiver of Claims.

(i) Buyer agrees that Seller shall not be responsible or liable to Buyer for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property, latent or

otherwise, or on account of any other conditions affecting the Property, as Buyer is purchasing the Property **AS IS, WHERE IS, AND WITH ALL FAULTS**. Buyer, on its own behalf and on behalf of anyone claiming by, through, or under Buyer and on behalf of all other Buyer Parties, to the maximum extent permitted by Applicable Laws, hereby fully releases and forever discharges Seller and the Seller Parties from any and all Claims that it may now have or hereafter acquire against Seller and the Seller Parties arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the Property or any environmental or other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the Closing, including without limitation (i) those identified, described, or otherwise referred to in Section 12(a), and (ii) any Claims based on or related to the content, accuracy, or completeness of any information concerning the Property obtained by Buyer from any source. Buyer further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by Applicable Laws, these covenants releasing Seller and the Seller Parties shall be a covenant running with the Property and shall be binding upon Buyer, the Buyer Parties, and all subsequent owners of the Property or any part thereof and upon any and all persons claiming by, through, or under Buyer. Such waiver and release excludes any Claims for Seller's material breach of its representations and warranties contained in Section 7 and any conditions, circumstances or events occurring on, in, about or near the Property arising out of the acts or omissions by Seller or the Seller Parties after the Closing.

(ii) Notwithstanding any other provision of this Section 12, Seller fully releases and forever discharges Buyer and the Buyer Parties from any and all Claims that it may now have or hereafter acquire against Buyer and the Buyer Parties arising out of the Environmental Conditions or Buyer's acts or omissions with regard thereto, whether such conditions were present or existing prior to, on or after the Closing. Seller further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable laws, these covenants releasing Buyer and the Buyer Parties shall be binding upon Seller and the Seller Parties, and all persons claiming by, through, or under Seller.

(iii) This waiver and release of claims shall survive the Closing and any termination of this Contract.

(g) Discovery of Other Information. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT (I) BUYER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW (OR AS OF THE CLOSING) KNOWN OR

BELIEVED TO BE TRUE REGARDING THE PROPERTY AND/OR THE SELLER INFORMATION, (II) BUYER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE SELLER AND EACH OF THE OTHER SELLER PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS, AND (III) BUYER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS, BENEFITS AND PRIVILEGES TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY FEDERAL, STATE, LOCAL, OR OTHER LAWS WHICH DO OR WOULD NEGATIVELY AFFECT THE VALIDITY OR ENFORCEABILITY OF ALL OR PART OF THE RELEASES SET FORTH IN THIS CONTRACT.

(i) BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UPON THE CONSUMMATION OF THE CLOSING, SELLER SHALL BE DEEMED TO HAVE SATISFIED AND FULFILLED ALL OF SELLER'S OBLIGATIONS CONTAINED IN THIS CONTRACT AND ANY DOCUMENTS EXECUTED BY SELLER FOR THE BENEFIT OF BUYER IN CONNECTION WITH THE CLOSING (OTHER THAN ANY OBLIGATIONS OF SELLER THAT EXPRESSLY SURVIVE CLOSING), AND SELLER SHALL HAVE NO FURTHER LIABILITY TO BUYER OR OTHERWISE WITH RESPECT TO THIS CONTRACT, THE RELEASED CLAIMS, THE TRANSFERS CONTEMPLATED HEREBY, OR ANY DOCUMENTS DELIVERED PURSUANT HERETO. THE PROVISIONS OF THIS SECTION 12, INCLUDING, WITHOUT LIMITATION THE WAIVER AND RELEASE CONTAINED HEREIN, SHALL BE DEEMED REAFFIRMED AT CLOSING AND SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN).

(ii) BUYER AGREES ON BEHALF OF ITSELF AND ALL THE RELEASORS NEVER TO COMMENCE OR PROSECUTE, OR CONSPIRE OR COLLUDE WITH OTHERS TO COMMENCE OR PROSECUTE, AGAINST SELLER OR THE SELLER PARTIES ANY ACTION OR OTHER PROCEEDING BASED UPON ANY CLAIM COVERED BY THIS RELEASE. THIS RELEASE SHALL BE DEEMED REAFFIRMED AT THE CLOSING.

BUYER'S INITIALS

(h) Buyer's Additional Representations, Warranties, and Covenants. Buyer represents to Seller that Buyer is a knowledgeable buyer of real estate and that Buyer is relying solely on its own expertise and that of Buyer's consultants and advisors in purchasing the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on and will rely solely on its own investigation of the Property and not on any information provided or to be provided by Seller or any employee, agent, representative, or broker of Seller or otherwise attributed to Seller, and all such reliance is expressly and unequivocally disclaimed by Buyer. Buyer further unequivocally disclaims (i) the existence of any duty to disclose on the part of Seller or any employee, agent, representative, or broker of Seller, and (ii) any reliance of Buyer on the silence or any alleged nondisclosure of

Seller or any of its employees, agents, representatives, or brokers. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions and development and construction defects, may not have been revealed by Buyer's inspections and investigations and includes, without limitation, matters which, if known by Buyer, would materially affect Buyer's decision to purchase the Property. Buyer hereby assumes all risk and liability (and agrees that Seller shall not be liable for any special, direct, indirect, consequential, incidental, punitive, or other damages) resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

(i) Confidentiality. Subject to the requirements of the Government Records Access and Management Act, all information obtained by Buyer relating to this Contract and/or the Property in the course of Buyer's inspections, investigations, and review shall be treated as confidential information by Buyer, and Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. BUYER SHALL BE LIABLE FOR ALL DAMAGE OR INJURY TO ANY PERSON OR PROPERTY RESULTING FROM ANY FAILURE TO KEEP ALL SUCH INFORMATION CONFIDENTIAL, WHETHER OCCASIONED BY THE ACTS OF BUYER OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. The provisions of this Section 12(i) shall survive the Closing or the termination of this Contract, as applicable.

(j) Actions. Buyer agrees on behalf of itself and all of the Buyer Parties never to commence or prosecute, or conspire or collude with others to commence or prosecute, against Seller or any Seller Party any action or proceeding based upon any claims covered by the waivers and releases under this Section 12.

(k) Intended Beneficiaries. IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT EACH OF THE SELLER PARTIES SHALL BE THIRD PARTY BENEFICIARIES OF THIS Section 12.

(l) Survival. Buyer hereby acknowledges that the provisions of this Section 12 are a material inducement to Seller entering into the sale transaction which is the subject of this Contract and that this Section 12 shall survive any termination of this Contract (including any termination as a result of Seller's default) and the Closing without any period of limitations, to the maximum extent permitted by any Applicable Law.

13. Defaults and Remedies.

(a) Seller's Remedies. In the event that Seller shall fulfill all of Seller's obligations pursuant to this Contract and Buyer is in breach or defaults in performing Buyer's obligations hereunder, Seller shall be entitled to (i) waive the contractual obligations of Buyer in writing; (ii) extend the time for performance by such period of time as may be mutually agreed

upon in writing by the Parties hereto; (iii) terminate this Contract and retain or receive the Earnest Money then on deposit as liquidated damages for such default and not as a penalty, in which event the Parties shall be released herefrom and have no further rights, obligations, or responsibilities hereunder; or (iv) seek any other remedies available at law or in equity. Seller's extension of the time for Buyer's performance pursuant to clause (ii) above shall not constitute an election of remedies and shall not prohibit Seller's exercise of Seller's other remedies set forth above in the event Buyer fails to cure such breach prior to the expiration of such extension period. In the event that Buyer does not acquire the Property from Seller pursuant to this Contract, either as a result of the exercise of Buyer's rights to terminate this Contract is set forth herein or as a result of a default by Buyer in the performance of Buyer's obligations thereunder, Seller shall be entitled to receive from Buyer copies of all permits and approvals that have been obtained by Buyer from the City with respect to the Property together with copies of all surveys and reports of studies obtained by Buyer with respect to the Property.

(b) Buyer's Remedies. In the event that Seller is in breach or defaults in performing Seller's obligations hereunder for any reason other than Buyer's breach or default, Buyer shall be entitled to (i) waive the contractual obligations of Seller in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; (iii) terminate this Contract and receive a return of all of the Earnest Money; or (iv) enforce specific performance of this Contract; provided, however, that if the remedy of specific performance is not available, Buyer shall be entitled to seek any other remedies available at law or in equity. Buyer's extension of the time for Seller's performance pursuant to clause (ii) above shall not constitute an election of remedies and shall not prohibit Buyer's exercise of Buyer's other remedies set forth above in the event Seller fails to cure such breach prior to the expiration of such extension period.

(c) Attorney's Fees. If either Party to this Contract defaults in the performance required hereunder, and the non-defaulting Party employs an attorney to enforce the terms hereof, such non defaulting Party shall be entitled to reasonable attorney's fees from the defaulting Party if such non-defaulting Party substantially prevails in any litigation to enforce this Contract.

(d) Limitation on Damages. In no event shall either Party be liable to the other Party for (and each Party hereby waives all rights to) any speculative, consequential, or punitive damages for any breach of or default under this Contract or under any other provision of this Contract.

14. No Agents or Brokers. Seller and Buyer each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property. Seller and Buyer each hereby agree to indemnify and hold the other harmless from and against all liability, loss, cost, damage, or expense (including but not limited to attorneys' fees and costs of litigation) which the other party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Contract, the sale and purchase of the Property, or the consummation of the transactions contemplated herein. The provisions of this Section 14 shall survive the Closing or the termination of this Contract, as applicable.

15. Notices. All notices, demands and requests which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Contract, shall be in writing and shall be deemed effective when: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the Party to whom the notice was given; (iv) deposited into the custody of a recognized overnight delivery service such as Federal Express, UPS, addressed to such Party at the address specified below; or (v) sent by facsimile or email, provided that receipt for such facsimile or email is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. For purposes of this Contract, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Buyer: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attn: City Manager
Email: _____
Phone: _____; Fax: _____

If to Seller: Florence J. Gillmor Foundation
Attn: James B. Lee, President
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
E-mail: jlee@parsonsbehle.com
Phone: 801-532-1234; Fax: 801-536-6111

16. General Provisions.

(a) Assignment. Buyer shall not have the right to sell, assign, or transfer this Contract without Seller's prior written approval, which approval may be granted or withheld in Seller's sole and absolute discretion, and any such purported assignment by Buyer shall constitute a default by Buyer under this Contract. In no event shall any assignment release Buyer from any liability or obligations under this Contract in whole or in part.

(b) No Recordation. Neither this Contract nor a memorandum of this Contract shall be filed in a county recorder's office by Buyer. If Buyer breaches this provision, then, notwithstanding any other provision of this Contract to the contrary, Seller shall have the right to all legal and equitable remedies in a court of competent jurisdiction (including the recovery of court costs and attorney's fees) against Buyer.

(c) Survival of Contractual Provisions; Binding Effect. Buyer and Seller agree as follows:

(i) Except as otherwise specifically set forth in this Contract, all of the representations and warranties made by Seller and by Buyer shall survive the Closing for a period of six (6) months and shall not be merged therein for the

benefit of Buyer and Seller and their respective legal representatives, heirs, successors, and assigns.

(ii) Any covenant or agreement herein which expressly contemplates performance after the time of Closing shall not be deemed to be merged into or waived by the instruments executed at Closing, but shall expressly survive such Closing and be binding upon the Parties obligated thereby.

(iii) The terms, provisions, warranties, representations, covenants, and agreements contained in this Contract shall apply to, be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, successors, and assigns; provided, however, no successor in ownership of all or any portion of the Property shall have the right to enforce any terms, provisions, warranties, representations, covenants or agreements which are herein made by Seller, all of which are herein made by Seller for the sole benefit of Buyer and Buyer's pre-closing successors and assigns only.

(d) Construction, Interpretation, and Severability.

(i) Time is of the essence in the performance of this Contract.

(ii) This Contract shall be governed and interpreted under the laws of the State of Utah.

(iii) The section and paragraph headings used in this Contract are for convenience purposes only, and shall not be used in the interpretation of this Contract.

(iv) All exhibits attached hereto are incorporated herein by reference and made a part of this Contract.

(v) Seller's failure (i) to insist in any one or more instances upon Buyer's performance of any of the covenants, agreements, and/or conditions of this Contract, or (ii) to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition. Except as expressly provided herein, all remedies of Seller under this Contract are cumulative and not one of them shall be exclusive of the other, and Seller shall have the right to pursue any or all of such remedies or to seek damages in the event of any breach of the terms hereof by Buyer or to pursue any other remedy or relief which may be provided by law or equity, whether or not stated in this Contract.

(vi) This Contract contains the entire agreement between the Parties relating to the Property. The Parties agree that there are no oral agreements, understandings, representations, or warranties which are not expressly set forth herein. This Contract cannot be varied except by written agreement executed by the Parties.

(vii) The Parties acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of this Contract, the interpretation of this Contract shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman.

(viii) The terms and provisions of this Contract are severable, and if any provision, term, or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be illegal, unenforceable, invalid, or unconstitutional for any reason, the remainder of this Contract and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby. This Contract and its interpretation and enforcement shall be affected only as to the application of any such items, terms, or provisions deemed illegal, unenforceable, invalid, or unconstitutional, and this Contract shall in all other respects remain in full force and effect.

(ix) Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

(x) The agreement contained herein shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Contract. The Parties acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Party is relying upon any legal advice from the other party's counsel regarding the subject matter thereof. Both Parties acknowledge that they understand the terms and conditions of this Contract and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Party shall deny the enforceability of any provision of this Contract or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel or that it did not understand any such term or condition. This Contract and any ambiguities or uncertainties contained in this Contract shall be equally and fairly interpreted for the benefit of and against all Parties to this Contract and shall further be construed and interpreted without reference to the identity of the Party or Parties preparing this document, it being expressly understood and agreed that the Parties hereto participated equally in the negotiation and preparation of this Contract or have had equal opportunity to do so.

(e) Effective Date. The term “**Effective Date**,” as used in this Contract, shall mean the later of the following dates: (1) the date of Seller’s signature; or (2) the date of Buyer’s signature.

(f) Amendment. This Contract may only be amended, modified, or changed by a traditional written document properly executed by Buyer and Seller. Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Contract.

(g) Counterparts. This Contract may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Contract may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature or an electronically scanned signature shall be deemed to be an original signature for all purposes. All executed counterparts of this Contract shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

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Buyer:

PARK CITY MUNICIPAL CORPORATION,
a municipal corporation and political subdivision of
the State of Utah

By: _____
Name: _____
Title: _____

Executed by Buyer on _____, 2014.

Seller:

FLORENCE J. GILLMOR FOUNDATION,
a Utah nonprofit corporation

By: James B. Lee
James B. Lee
Title: President
Executed by Seller on October 2, 2014.

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The undersigned Title Company hereby acknowledges receipt of a copy of this Contract.

TITLE COMPANY:

COALITION TITLE AGENCY,
a Utah corporation

Date: _____

By: _____

Name: _____

Title: _____

The undersigned Title Company hereby acknowledges receipt of the Earnest Money.

TITLE COMPANY:

COALITION TITLE AGENCY,
a Utah corporation

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"

**TAX PARCEL NUMBERS PERTAINING TO THE PROPERTY AND MAP
DEPICTING THE APPROXIMATE LOCATION OF THE PROPERTY**

The Property consists of those certain parcels of real property located in Summit County, Utah, identified by the following Tax Parcel Numbers assigned by the Summit County Assessor:

PP-26-A-1

as identified on the Map attached hereto as Page A-2 of this Exhibit A.

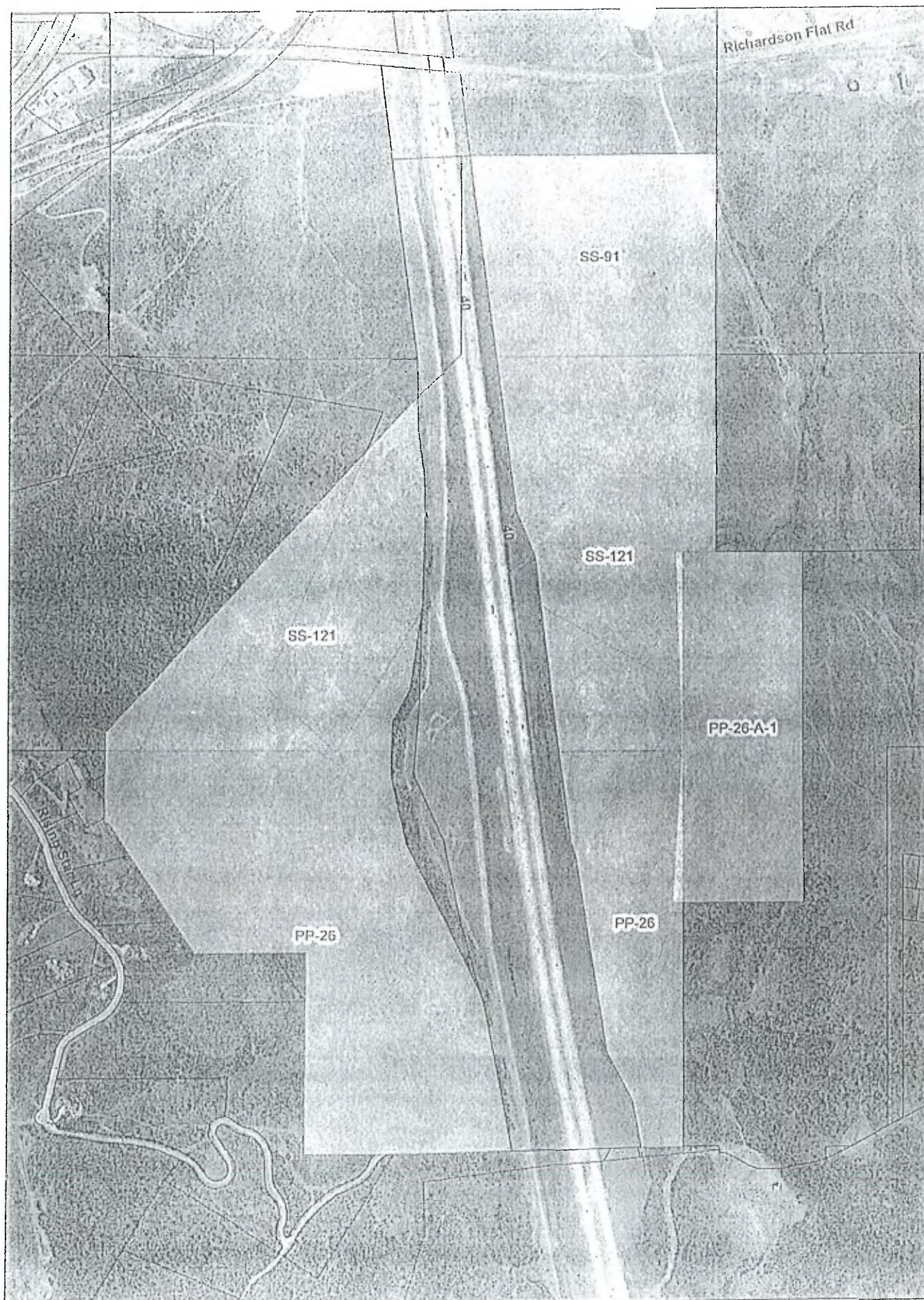


EXHIBIT "B"

FORM OF SPECIAL WARRANTY DEED

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: _____

Tax Parcel Numbers:

(Space Above For Recorder's Use)

SPECIAL WARRANTY DEED

For valuable consideration, the receipt of which is acknowledged, Florence J. Gillmor Foundation, a Utah nonprofit corporation ("**Grantor**"), hereby conveys and warrants to Park City Municipal Corporation, a municipal corporation of the State of Utah, whose address is P.O. Box 1480, Park City, Utah 84060, ("**Grantee**"), against all claiming by, through, or under Grantor, but not otherwise, that certain real property ("**Property**") located in the County of Summit, State of Utah, described on Exhibit A attached hereto and by this reference incorporated herein,

SUBJECT TO all easements, covenants, restrictions, rights-of-way, reservations and all other matters affecting the title to the Property appearing of record or discoverable by an inspection of the Property and also subject to real property taxes and assessments for the year 2014 and thereafter.

However, Grantor specifically and expressly excepts from this conveyance and hereby expressly reserves unto Grantor the ownership of all water rights, water shares, interests in water and well rights as follows: Water Rights identified as Numbers _____ and _____, and all of the water rights, water shares, interests in water and well rights identified herein are hereby expressly reserved unto Grantor and are not transferred to Grantee.

The Property is sold in its "AS IS" condition.

GRANTOR:

FLORENCE J. GILLMOR FOUNDATION,
a Utah nonprofit corporation

By: _____

James B. Lee

Title: President

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by James B. Lee, in his capacity as the President of FLORENCE J. GILLMOR FOUNDATION, a Utah nonprofit corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:



City Council Staff Report

Subject: Interlocal Agreement with Summit County
Author: Mark Harrington
Department: City Attorney
Date: October 9, 2014
Type of Item: Legislative

Summary Recommendation:

Staff recommends that City Council review and approve the attached Resolution (Exhibit A) adopting an Interlocal Agreement between Park City Municipal and Summit County (the "Agreement") and authorize the City Manager to execute the Agreement in a form approved by the City Attorney.

Background:

During the course of the PCMR/Vail litigation, the City and County worked cooperatively to stay updated on issues of mutual interest related to the resorts. Following the recent settlement, City and Summit County Council liaisons continued to exchange ideas regarding opportunities for a higher degree of coordination between the two jurisdictions. As a result of the success of two prior interlocal agreements, the two entities now propose again to formalize a cooperative agreement as the complexities involving cross jurisdictional resort ownership and interconnectivity are now reality rather than merely future possibilities.

Analysis:

The main part of the Agreement creates a task force as follows:

c. Interagency Task Force. The Parties shall form and participate in a Task Force. The Task Force shall consist of the following members: Park City Manager, Park City Mayor, Park City Councilmember, Summit County Manager, Summit County Council Chair, and a Summit County Councilmember, together with appropriate staff members, which may include representatives of planning, legal, engineering, and economic development. The Task Force may invite other representatives from the state and other effected entities to participate in the Task Force, as the Parties mutually agree. The Task Force shall be dedicated to assessing the impacts of current and future operations at the Resorts. Matters of review may include, but are not limited to, sales taxes, property tax assessments, impacts of mining claims, past and current tax appeals, transportation and transit issues (especially in light of the greater impacts on transportation systems that likely will result from combining the resorts), land use issues, land preservation and open space issues, existing RDA agreements, and common goals for preserving a sense of community. The Task Force shall periodically report to both the Park City Council and Summit County Council to inform them of pertinent issues and possible resolutions thereto.

The task force functions primarily as a clearinghouse for issues related to long-term resort planning, transportation and economic development/taxes. No additional formal regulatory review hurdles or actions are required. The main intent is allow both entities to share communications in a proactive manner to enable the best possible and most efficient decisions.

Department Review:

The City Manager, Budget, Planning, Sustainability, and Legal have reviewed the draft Agreement.

Recommendation:

Staff recommends that City Council review and approve the attached Resolution (Exhibit A) adopting an Interlocal Agreement between Park City Municipal and Summit County (the "Agreement") and authorize the City Manager to execute the Agreement in a form approved by the City Attorney.

Significant Impacts:

Entering into the attached Agreement will provide clear direction to staff to continue partnering with Summit County on broad planning issues related within, and across, jurisdictional lines. The Agreement details numerous areas for ongoing partnership and collaboration that will enhance good governance and increase cooperation.

Exhibits (Included):

Exhibit A – Resolution Adopting an Interlocal Agreement between Summit County and Park City Municipal

Resolution No. __-14

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN PARK CITY AND SUMMIT COUNTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, Park City Municipal Corporation (PCMC) has determined by vote of its governing body to enter into these Interlocal Cooperation Agreements to enhance the effectiveness of cooperative efforts between the parties and Summit County (County) has done likewise; and

WHEREAS, it is necessary that PCMC and County cooperate with one another to effectively manage public resources in the event of an emergency within and/or across the respective boundaries of Park City and Summit County; and

WHEREAS, both PCMC and County will benefit from the coordinated operations contemplated by this Agreement.

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

1. The City Council hereby authorizes the City Manager to execute the Interlocal Agreement between Park City and Summit County attached as Exhibit A, in a form approved by the City Attorney's Office.

PASSED AND ADOPTED this ____ day of October, 2014.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

City Recorder

Approved to form:

Mark D. Harrington, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY**

THIS AGREEMENT, is made and entered into this _____ day of October, 2014, (the “Effective Date”) by and between **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation of the State of Utah, whose address is 445 Marsac Avenue, Post Office Box 1480, Park City, Utah (hereinafter “Park City”) and **SUMMIT COUNTY**, a political subdivision of the State of Utah, whose address is 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, (hereinafter “Summit County”). Each is individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, in 1994 the Parties established an historical precedent for mutual cooperation with respect to land use within the Park City Annexation Policy Declaration Area pursuant to that certain Resolution 17-94, which adopted an Interlocal Agreement between the Parties concerning land use wherein Summit County provided official notice to Park City and an opportunity to comment with respect developments occurring within the Park City Annexation Policy Declaration Area; and,

WHEREAS, the Parties continued this historical precedent by entering into that certain Memorandum of Understanding Regarding the Permitting of Olympic Events at the Park City Mountain Resort, dated July 12, 2001, wherein Summit County authorized Park City to regulate the Park City Mountain Resort (“PCMR”) Olympic Venue on areas located within the unincorporated county; and,

WHEREAS, this historical precedent is further demonstrated in that certain Transportation Agreement between the Parties, dated April 4, 2002, wherein a framework for the provision of public transportation services throughout the Snyderville Basin and Park City, inclusive of PCMR and the Canyons Specially Planned Area (“Canyons SPA”), was set forth and funded by special assessments and tax revenues; and,

WHEREAS, the Canyons SPA is located in unincorporated Summit County and is subject to a Development Agreement between various property owners, including ASCU (American Skiing Company, Utah), TCFC (Talisker Canyons Finance Company), TCFC Leaseco, LLC, TCFC Propco, LLC, and VR CPC (Vail Resorts), and Summit County. The Canyons SPA is subject to Summit County’s land use authority and the Snyderville Basin Development Code; and

WHEREAS, PCMR is located in Park City and is subject to the Park City Mountain Resort Master Plan. PCMR is subject to Park City’s land use authority and the Park City Land Management Code; and,

WHEREAS, Vail Resorts is the operator of both the Canyons Resort and the PCMR; and,

WHEREAS, the Parties wish to continue to coordinate on joint planning, clarify one another's understanding regarding the resort areas, and limit unintended consequences of future, unilateral land use decisions; and

WHEREAS, the Parties desire to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and under forms of governmental organization that will accord best with geographic, economic, cultural, population and other factors, such as proximity to public transportation, which influence the needs and development of local communities; and

WHEREAS, this Interlocal Agreement is in the best interests of both Summit County and Park City in that it provides a tool to assist in making informed decisions which benefit the general welfare of both communities through the use of economies of scale and the furtherance of economic development; and

WHEREAS, Summit County and Park City have developed and adopted General Plans, and this Interlocal Agreement is consistent with the objectives of those plans.

NOW THEREFORE, BE IT RESOLVED, that Summit County and Park City enter into this Agreement under the provisions of the *Utah Interlocal Cooperation Act*, §11-13-101, et. seq. of the Utah Code to foster the legitimate interests of Summit County and Park City actively working together regarding land use decisions, taxation, open space, transportation, traffic mitigation, transit, and economic development. The Parties recognize that resort development issues transcend political jurisdictional boundaries, and intergovernmental coordination is essential for protecting lives and property and for facilitating the efficient use of available assets both public and private. The Parties therefore agree as follows:

1. **PURPOSE.** Recognizing both the significant impacts, importance and mutual benefits of both PCMR and the Canyons Resort (together, the "Resorts"), the Parties prepared this Agreement in order to identify methods, and procedures, whereby each Party may proceed with planning, approvals and acceptance of conditions of approval for the resort areas within their respective jurisdictions.
2. **AUTHORIZED OFFICIAL.** For Summit County, the Authorized Official shall be the County Manager or his/her designee. For Park City, the Authorized Official shall be the City Manager or his/her designee.

3. **EXISTING CANYONS DEVELOPMENT AGREEMENT, PCMR OPEN SPACE, AND TAXES.**

a. **Effect on Approvals.** This Agreement shall have no effect on current development approvals, conditions of approval, or certificates of occupancy within each jurisdiction. Further, this Agreement shall not be applicable to that certain Development Agreement for the Canyons Specially Planned Area, dated November 1999 (“Canyons Development Agreement”), or to any amendments thereto as of the Effective Date of this Agreement.

b. **Open Space Protection/Deed Restrictions.** Summit County acknowledges that the City is the beneficiary of various deed restrictions currently recorded on PCMR property, as well as a conservation easement within the PCMR property.

c. **Interagency Task Force.** The Parties shall form and participate in a Task Force. The Task Force shall consist of the following members: the Park City Manager, the Park City Mayor, a Park City Councilmember, the Summit County Manager, the Summit County Council Chair, and a Summit County Council member, together with appropriate staff members, which may include representatives of planning, legal, engineering, and economic development. The Task Force may invite other representatives from the state and other effected entities to participate in the Task Force, as the Parties mutually agree. The Task Force shall be dedicated to assessing the impacts of current and future operations at the Resorts. Matters of review may include, but are not limited to sales taxes, property tax assessments, impacts of mining claims, past and current tax appeals, transportation and transit issues (especially in light of the greater impacts on transportation systems that likely will result from combining the Resorts), land use issues, land preservation and open space issues, existing RDA agreements, and common goals for preserving a sense of community. The Task Force shall periodically report to both the Park City Council and Summit County Council to inform them of pertinent issues and possible resolutions thereto.

4. **HOLD HARMLESS AND INDEMNITY.** Each Party agrees to indemnify, defend, and hold harmless each other Party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney’s fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible Party. Notwithstanding the foregoing sentence, no Party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63G-7, Utah Code Annotated), nor does any Party waive any limits of liability currently provided by the Act.

5. **NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE.** Nothing herein shall be deemed a waiver by any Party of any immunity provided by law to such Party or an extension of any limits of liability applicable to such Party nor shall this Agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of the other Party. Each Party agrees to make

provision for insurance coverage, through independent contact or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

6. **WITHDRAWAL.** Any Party to this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Authorized Official. Withdrawal takes effect thirty (30) days after the Authorized Official receives notice. However, in no case shall this Agreement be in force and effect for a period in excess of fifty (50) years.

7. **TERM.** The term of this Agreement shall commence on the Effective Date and shall terminate on fifty (50) years later, unless earlier terminated as provided herein.

8. **NONDISCRIMINATION.** The Parties will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, gender identification, sexual orientation, age or the presence of any sensory, mental or physical handicap.

9. **NO SEPARATE ENTITY.** This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this Agreement. As allowed in §11-13-201 of the Utah Code, both Parties are cooperating jointly together to exercise their individual powers and privileges.

10. **NO THIRD PARTY BENEFICIARIES.**

There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

11. **RESERVATION OF LEGISLATIVE AND EXECUTIVE POWERS.** The Parties recognize and agree that this Agreement does not obligate either Party to limit their legislative or executive powers with respect to any of the subject matter of this Agreement including, without limitation, land use decisions, taxation, open space, transportation, traffic mitigation, transit, and economic development

12. **INTERLOCAL COOPERATION ACT REQUIREMENTS.**

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this Agreement

by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

B. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take affect.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act*.

D. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

13. **ENTIRE AGREEMENT; AMENDMENTS.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

14. **SEVERABILITY.**

If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

15. **AUTHORIZATION.**

The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

[SIGNATURE PAGE TO FOLLOW]

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

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney

SUMMIT COUNTY

Christopher F. Robinson
County Council Chair

Attest:

Kent Jones
County Clerk

Approved as to Form:

David L. Thomas
Chief Civil Deputy