

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
OCTOBER 5, 2006**

Present: Mayor Dana Williams; Council members, Marianne Cone; Candace Erickson; Jim Hier; and Joe Kernan

Gary Hill, Acting City Manager; Polly Samuels McLean, Assistant City Attorney; Michelle Downard, Enforcement Officer; Ron Ivie, Chief Building Official; Patrick Putt, Planning Director; and Eric DeHaan, City Engineer

Christie Tribe and Jill Post, Oquirrh Institute

Absent: Roger Harlan, City Council Member

1. **Board of Adjustment interview.** Council members interviewed applicant Bob Thompson.

2. **Council questions/comments.** Jim Hier commented that he attended the open house at the new Sundance office at the Spiro Project, refurbished by Paladin Development. Candace Erickson reported on Recreation Advisory Board and Museum business. Ms. Erickson asked if consideration should be given to a moratorium on the Historic Preservation Board accepting demolition applications for review until the Historic District Survey is completed. Patrick Putt indicated that planning staff will follow-up on the survey's status and report back to Council.

She announced Recycle Utah's hazmat collection to be held at The Canyons this Saturday and encouraged the public to attend the Fall Festival at the Recreation Complex this weekend. Marianne Cone spoke about Art Council activities and forming a regional environmental alliance. Joe Kernan commented on the Walk to School Day last week where he observed that congestion is an effective traffic calming mechanism, and the crosswalk allows for neighborhood traffic to enter safely into the stream of traffic on Kearns Boulevard. He is not in favor of building a pedestrian tunnel or bridge over SR248. The Mayor congratulated Swaner Park on its ground-breaking for a new museum and thanked the County Commission for its efforts to provide early voting on this side of the County. He commented on the quality of the Literary Festival and hoped there will be better attendance in the future.

3. **Construction on Sundays.** Michelle Downard explained that prohibiting construction on Sundays was brought up by Council a couple of months ago, and staff's recommendation is to maintain the ordinance as written. It allows construction work to occur between 7 a.m. and 9 p.m. on Mondays through Saturdays and 9 a.m. to 6 p.m. on Sundays. She explained that large projects are often dependant on working on Sundays in order to complete them on time. Ms. Downard pointed out that delays are

also inconvenient to residents. If the ordinance is adopted, it will have to be enforced consistently for home owners, contractors and developers. There are approximately several thousand active building permits with mitigation plans, including work hours. If the ordinance is modified, these mitigation agreements would have to be reviewed and amended accordingly. Chief Building Official Ron Ivie reported that there have been five complaints in two years associated with work hour violations and all complaints related to early morning starts. There have been no complaints about Sunday construction activities.

Jim Hier expressed his support of staff's recommendation. Candace Erickson commented that she personally works on her house over the weekend like many residents in town, and if a distinction can not be made between commercial construction and home improvement activities, she can't support a modification. Polly McLean explained the concept of equal protection; if the amendment is drafted to address a day of quiet, a distinction can not be made between noise emanating from a commercial development and construction noise from a residence. Ms. Cone asked if commercial developments are able to commit to a six day work week, and Mr. Ivie responded that working on Sundays provides about 16% additional construction time to accomplish the same man hours. He added that most construction companies don't work on Sundays. In some instances, work hours are extended and Chief Building Official Ivie discussed the Snow Park remodel where extended man hours were needed to meet Deer Valley's opening. No complaints were filed.

Marianne Cone referred to Aspen's and Ketchum's prohibition of construction on Sundays and Ron Ivie relayed that in checking with both towns, he was told that the ordinances are not enforced. He added that most exceptions deal with early starts and are almost always related to concrete pours. These exceptions are granted on a demonstrated need. Joe Kernan felt that residents should have the right to work on their properties on Sundays. Discussion ensued regarding disturbances from road cut work and that the most annoying feature of excavations are back-up beepers. Eric DeHaan stated that City contracts provide no work on Sundays without special permission. The Mayor acknowledged the consensus of the majority of Council members to keep the ordinance as written and not pursue an amendment.

4. Economic development grant – Oquirrh Institute. Gary Hill explained that on May 25, 2006, the Council approved an economic development policy which provides incentives for economic development, specifically to relocate to Park City. On August 30, 2006, the Oquirrh Institute submitted an application for relocation assistance. The Institute is located in Murray and planning on changing its name to the Park City Center for Public Policy. It was established in 2002 to review public policy improvements and has performed transportation, education, and sales tax studies. The non-profit

organization is comprised of former governors and business leaders from around the country.

Mr. Hill stated that the economic development committee reviewed the application against criteria and felt that it qualified for relocation assistance. He stated that the economic benefits to Park City include the production of conferences resulting in increased overnight visitors. Under the contract, the Institute must program conferences in Park City and develop a cooperative effort with local schools and universities with internship opportunities. He added that they must also update Council every year on activities. Joe Kernan asked about the time of year conferences will be held. Christie Tribe answered that they would like to take advantage of Park City's shoulder seasons but are not tied to meeting times. In response to a question from Candace Erickson about their offices, Ms. Post indicated that they are still in the process of looking for space.

5. Property tax presentation. Budget Manager Gary Hill, through a computer-assisted presentation, explained the number of taxing agencies represented on a Park City property tax bill and their associated share of total property tax collections. He explained the components affecting property owners' tax bills, including the primary resident designation, changing valuations, debt service, associated budgets and certified tax rates. Fluctuations in valuations and adjusting certified tax rates were detailed. He noted that because of the number of taxing entities, there is a truth in taxation hearing for some one almost every year.

Marianne Cone expressed concerns about long time residents on fixed incomes facing high property taxes due to escalated valuations and asked about *circuit breakers* for people who can't afford to pay the tax assessments. Acting City Manager Gary Hill relayed that there are few reasons qualifying taxpayers to apply. He encouraged diligent monitoring of residence declarations because every entity benefits from second home assessments which may be incorrectly designated as primary. There was discussion of Park City's significant Uniform School Fund assessment which is shared throughout the state. Candace Erickson felt that it would be helpful for citizens to understand the impact of general obligation bonds for the rink, parks, etc. and increases made by other taxing agencies over the past couple of years. It's a difficult concept to understand why your tax bill is higher if the taxing rate decreased and other taxpayers realize a decrease in their property tax payment. Council members complimented Mr. Hill on his presentation which he is planning on presenting to the HMBA.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 5, 2006**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 5, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Roger Harlan was excused. Staff present was Gary Hill, Acting City Manager and Myles Rademan, Public Affairs Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

1. Diebold voting system. Sharon Chirstiansen reported on a study that states that Diebold voting machines can be hacked within five minutes. She referred to a number of professional opinions expressed about the inadequacies of the Diebold system.

Kathy Dopp stated that she submitted a GRAMA request to Summit County for public election records and was denied. She asked how much time, effort and money is democracy worth? She alleged that these records are routinely made available and were provided to the public in Davis County and Salt Lake County. These records are print-outs of the vote total tapes from each Diebold machine and should be made available. In order for the public to have confidence in the election audit, this needs to be provided. She stated that 92% of all demographics and political parties favor open transparent elections. Utah elections are not subject to routine independent audits and results are reported aggregately in a way that hides any evidence of count errors and combined with a new voting system are vulnerable to undetectable tampering and viruses. It's an engineering disaster. She elaborated on a study conducted in Cuyahoga County, Ohio where many discrepancies were found in both paper and electronic counts. As a mathematician, she calculated how many votes would have to be manually counted to make sure that electronic counts are correct. Ms. Dopp believed that Summit County is denying her request in an effort to hide problems associated with the June primary.

She recommended that there be independent vote count audits to check the accuracy of the electronic counts and a group of experts should be formed with backgrounds in computer science and mathematics to formulate an audit system. She also suggested purchasing paper roll advancers, funding independent staff to observe and monitor the audit process, requiring polling judges to make extra copies of the records, investigating the results, and educating voters. Give voters the choice to vote on paper and find solution for disabled voters. She asked how much evidence is needed to question the

Diebold machines, because it seems so overwhelming. There was discussion about the status of her GRAMA request. Jim Hier asked the Acting City Manager to explore the responsibilities of the canvassing board associated with the upcoming open space bond election in November.

2. Summit County Sheriff. Jason Taylor, campaign manager, introduced his brother Brody Taylor who will be running for Sheriff as a write-in candidate.

Brody Taylor explained that he resigned his nine year position as Deputy in Summit County in June and has since applied for a position working for the Park City Police Department. He stated that his goal is to provide another choice and he has been encouraged by the public and deputies in Summit County to run for Sheriff. His focus would be working in the schools

IV NEW BUSINESS

1. Resolution approving polling places for the conduct of the special bond election to be held within the City on November 7, 2006; and providing for related matters – Mr. Hill referred to a revised draft distributed to members and adoption of this resolution satisfies a requirement in the Municipal Bond Act. Jim Hier, "I move we approve the resolution approving polling places". Joe Kernan seconded. Motion carried.

Marianne Cone	Aye
Candace Erickson	Aye
Roger Harlan	Absent
Jim Hier	Aye
Joe Kernan	Aye

2. Approval of Economic Development Grant to the Oquirrh Institute in the amount of \$10,000 – The Mayor noted that the name of the organization will be changed to the Park City Center for Public Policy. Gary Hill stated that this was discussed in work session and the economic development grant committee forwards a positive recommendation. Candace Erickson expressed concern about the commitment to relocate to Park City because those plans couldn't be confirmed during the work session discussion and rents are extremely high. Mr. Hill explained that Oquirrh has not identified a location yet and Ms. Erickson asked if the City would hold funding until they move. Gary Hill stated that this could be made a condition of approval. Jim Hier interjected that there is a three year relocation requirement as a part of the grant policy or the funding must be returned. Mr. Hill added that the Center for Digital Media didn't have a local office in place and part of the reasoning of the committee for providing the money up front is for relocation assistance, which is often helpful to have before a move. Ms. Erickson stated that she is reluctant to release funds without a lease and

Marianne Cone indicated that she is comfortable with the committee's recommendation and doesn't want to delay the grant. Marianne Cone, "I move to approve the Economic Development Grant to the Oquirrh Institute in the amount of \$10,000". Jim Hier seconded. Motion carried.

Marianne Cone	Aye
Candace Erickson	Aye
Roger Harlan	Absent
Jim Hier	Aye
Joe Kernan	Aye

3. Authorization to the City Manager to execute a Real Estate Purchase Contract with Merrill and Viola Sanchez, in a form approved by the City Attorney, for the acquisition of a one acre parcel near SR248 in the amount of \$120,000 – Myles Rademan explained that this 10 lot subdivision was approved 30 years ago and is surrounded by open space. The City has been acquiring lots in the subdivision and has been trying to acquire this one for many years. These are platted lots that could be developed and COSAC recommends that the lots be purchased to extinguish potential development in the area. He stated that \$60,000 will be paid this year and the same amount next year. Candace Erickson, "I move we authorize the City Manager to execute a Real Estate Purchase Contract with Merrill and Viola Sanchez in a form approved by the City Attorney for the acquisition of a one acre parcel in the amount of \$120,000". Jim Hier seconded. Motion carried.

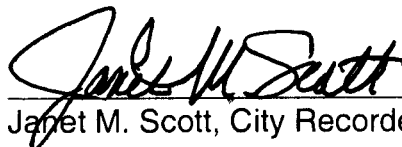
Marianne Cone	Aye
Candace Erickson	Aye
Roger Harlan	Absent
Jim Hier	Aye
Joe Kernan	Aye

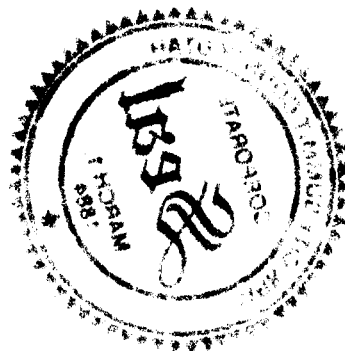
V ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott




Janet M. Scott, City Recorder



To: Honorable Mayor/Members of City Council

From: Jan Scott, City Recorder

INTERVIEW PROCESS FOR BOARD OF ADJUSTMENT

Board of Adjustment. This is a legislative board that hears and decides appeals from zoning decisions and applies special exceptions to the Land Management Code. The Board also makes determinations regarding modifications of non-conforming uses and hears appeals on determination of non-conforming or non-complying status.

This is a six-member board which includes four members, an alternate, and a Planning Commissioner. It meets on the first and third Tuesdays of the month in the City Council Chambers at 5 p.m. when there is pending business. There are currently two vacancies; one for a full member and the other for the alternate position. Applications and possible interview questions are included again in your mail for your review.

Deanna Gerber was interviewed last week and Bill Thompson is scheduled this Thursday. Appointments could be made at the next regular meeting scheduled on October 19.

CITY COUNCIL Staff Report



Author: Michelle Downard
Subject: SUNDAY CONSTRUCTION WORK
Date: October 5, 2006
Type of Item: Legislative

BUILDING DEPARTMENT

SUMMARY

Staff requests that the City Council consider the advantages and disadvantages of prohibiting construction work on Sundays and provide direction to Staff. Staff recommends that the current ordinance not be amended. Maintaining the current ordinance would allow construction on Sundays from 9:00AM to 6:00PM.

TOPIC

Construction work prohibition on Sundays

BACKGROUND

During the City Council Meeting Work Session on June 13, 2006, the City Council discussed prohibiting construction work on Sundays and requested that Staff prepare an analysis for discussion.

ANALYSIS

The purpose of a code amendment prohibiting construction work on Sundays is for the benefit of residents by decreasing construction impacts (noise, traffic, parking, deliveries, etc.).

Currently, construction activity is permitted to occur on Monday thru Saturday from 7:00AM to 9:00PM and Sundays from 9:00AM to 6:00PM. Currently, Sunday work hours are reduced from a possible 14 hour day to a 9 hour day. Enforcement of these work hours is done through the Building Department and the Police Department.

If a work hour extension is needed due to a large concrete pour or other significant construction activity, a contractor may request a work hour extension from the Chief Building Official. The Building Official may consider the need for the work hour extension, possible conflicts with special events and other concerns prior to issuing any approval.

There are numerous occasions where local ski resorts and other large construction projects would not have been able to be completed in time for winter if they were not permitted to work on Sundays. For example, the Marriott Mountainside, located at 1305 Lowell Avenue, (as a result of falling behind on their original schedule), was able to open for the 2002 ski season only because they worked through many Sundays.

Additionally, the recent China Bridge Expansion and Ice Rink/Fields Complex would not have been completed on schedule with a Sunday work prohibition.

Five complaints were received by the Building Department regarding construction work hours within 2005 and 2006. The most common concern was regarding early morning start times.

If this ordinance is passed it will have to be applied equally to home owners, contractors, large developers and The City alike.

The current language is featured in the ordinance attached as exhibit A.

CHANGING THE ORDINANCE TO PROHIBIT CONSTRUCTION ON SUNDAYS

Residents:

Pros: Construction impacts would decrease on Sundays.

Cons: Private individuals can not work on their own "weekend projects" (re-roofs, exterior remodels, etc.).

Contractors:

Pros: Construction workers get at least one day off per week.

Contractors could continue to request work hour extensions, (this would include Sunday work), as significant needs arise

Cons: Once any construction site fell behind on schedule, it would no longer be able to use Sundays to catch up.

Contractors may maximize their productivity during the summer season, regardless of their schedule, decreasing their impacts on the winter season.

ALTERNATIVES

1. Council may continue the ordinance for public hearing and a vote.
2. Council may not continue the item.
3. Council may continue discussion on the ordinance.

DEPARTMENT REVIEW

The Planning Department, Police Department, Engineering Department and Legal Department have reviewed the Staff Report.

RECOMMENDATION

Staff requests that the City Council review the current ordinance, the advantages and disadvantages of an amendment and provide direction for staff. Staff recommends that

the current ordinance which allows construction on Sunday from 9:00AM to 6:00PM be maintained.

Exhibit A - Current Municipal Code, Title 11-14-6 Hours and Days of Work

11- 14- 6. HOURS AND DAYS OF WORK.

(A) Unless otherwise specified in a Conditional Use Permit or construction mitigation plan, in all zoning Districts throughout the City construction work shall be allowed between the hours 7 AM and 9 PM Monday through Saturday. Construction shall be allowed in all zoning districts throughout the City between the hours of 9 AM and 6 PM on Sundays. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for special events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- (1) Interior work on individual single-family home construction or addition projects not involving materials or supply delivers.
- (2) Construction of decks, patios, landscape walls less than four feet (4') in height, and fences on individual single-family lots.
- (3) Non-mechanized exterior painting on individual single-family residences.
- (4) Non-mechanized landscaping on individual single-family residences.
- (5) Survey work not involving grading or use of power equipment to cut vegetation.

(B) **EXTENDED HOURS SPECIAL PERMIT.** The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a special permit identifying the extended hours. The contractor shall display the special permit on site.

MEMORANDUM

September 29, 2006

VIA E-MAIL

TO: Gary Hill

FROM: Richard J. Scott
Brandon T. Johnson

RE: Park City, Utah
Special Bond Election — November 7, 2006

“POLLING PLACE” RESOLUTION

Please find enclosed an initial draft of the “polling place” resolution for the special bond election (the “*Resolution*”) for inclusion into City Council packets for its consideration at the October 5 meeting. As we previously discussed with you, the purpose of the Resolution is for the City Council to approve the polling locations for the special bond election, as well as to approve, ratify and confirm all actions taken by the City Council concerning the special bond election.

Please review the Resolution and advise us of any comments or questions that you may have by Monday, October 2.

AGENDA LANGUAGE

Suggested agenda language for inclusion in the agenda that is posted at the City’s office and provided to media at least 24 hours prior to the October 5 meeting of the City Council is:

Resolution approving polling places for the conduct of the special bond election to be held within the City on November 7, 2006; and providing for related matters.

Richard Scott can be reached by telephone at (801) 536-1401 and by e-mail at scott@chapman.com. Brandon Johnson can be reached by telephone at (801) 536-1407 and by e-mail at bjohnson@chapman.com. Our legal assistant, Jan Drake, can be reached by telephone at (801) 536-1415 and by e-mail at drake@chapman.com.

RJS/BTJ/jd
Enclosure

RESOLUTION NO. ____-06

A RESOLUTION approving polling places within Park City, Utah at which to conduct the special bond election to be held within the City on November 7, 2006, and providing for related matters.

WHEREAS, on August 17, 2006, the City Council of (the "*City Council*") of Park City, Utah (the "*City*") adopted a certain resolution (the "*Bond Election Resolution*") providing that a special bond election be called and held on November 7, 2006 (the "*Special Bond Election*") in the City, at the same time as the regular general election, to submit to the qualified electors thereof the question of the issuance of \$20,000,000 general obligation bonds of the City for the purpose of raising money for paying the costs to acquire, improve and forever preserve park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use; and

WHEREAS, Section 3 of the Bond Election Resolution provides that the City Council shall approve polling places at which the Special Bond Election will be held by a subsequent resolution; and

WHEREAS, the City Council desires at this time to approve such polling locations;

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

Section 1. Approval of Polling Places. The Special Bond Election shall be held in the consolidated voting precincts of Summit County, Utah and the subprecinct of Wasatch County, Utah in which qualified electors of the City reside, at the polling places within the

precincts specified in the form of notice of election attached hereto as *Exhibit 1*, subject to such changes in polling places as shall be established by the County Clerks of Summit and Wasatch Counties, as applicable. If it is not practicable to hold the Special Bond Election at one or more of such polling places for any reason and there is not sufficient time to convene a meeting of the City Council prior to the Special Bond Election to approve a suitable replacement for each such polling place or places, the City Recorder of the City shall designate a suitable replacement for such polling place or places.

Section 2. Form of Notice of Special Bond Election. The form of notice of election set out in Section 7 of the Bond Election Resolution (the “*Notice*”) is hereby amended as set forth in Section 1 hereof. The form of Notice, as amended by this Resolution, in substantially the form attached hereto as *Exhibit 1*, is hereby approved. The publication of the Notice as so amended in compliance with the requirements of Section 11-14-202, Utah Code Amended 1953, as amended, is hereby ratified, approved and confirmed.

Section 3. Bond Election Resolution. The Bond Election Resolution shall remain in full force and effect as adopted by the City Council on August 17, 2006, except that the Notice shall be amended as provided by this Resolution.

Section 4. Conflict. All acts and resolutions in conflict with this Resolution or any part thereof are hereby repealed to the extent of such conflict.

Section 5. Recording and Effective Date. Immediately after its adoption, this Resolution shall be signed by the Mayor and the City Recorder, was approved as to form and

signed by the City Attorney, shall be recorded in a book kept for that purpose and shall take immediate effect.

ADOPTED AND APPROVED this day, October 5, 2006.

PARK CITY, SUMMIT COUNTY, UTAH

By _____
Dana Williams
Mayor

[SEAL]

ATTEST:

By _____
Janet M. Scott
City Recorder

APPROVED AS TO FORM:

By _____
Mark D. Harrington
City Attorney

EXHIBIT 1

NOTICE OF SPECIAL BOND ELECTION

PARK CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that a special bond election will be held in Park City, Utah (the "*City*"), at the same time as the regular general election, on Tuesday, November 7, 2006, at which special bond election there shall be submitted to the qualified, registered voters residing within the City the following question:

PARK CITY, UTAH

SPECIAL BOND ELECTION

CITY PROPOSITION NUMBER 1

Shall Park City, Utah be authorized to issue general obligation bonds in an amount not to exceed \$20,000,000 and to mature in no more than 21 years from the date or dates of such bonds to acquire, improve and forever preserve park and recreational land, together with related historical or cultural improvements, to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use?

The special bond election shall be held at the consolidated voting precincts of Summit County and a subprecinct of Wasatch County in which qualified electors of the City reside, at the following polling places within such voting precincts, and the election officials to serve at each such polling place shall be those who have been otherwise appointed under the provisions of general law to conduct the regular general election. Voters are advised to vote at the special bond election at the polling place for the consolidated voting precinct of Summit County or the subprecinct of Wasatch County, as applicable, in which they reside. The polling places are as follows:

SUMMIT COUNTY

CONSOLIDATED VOTING PRCT. NO.	REGULAR VOTING PRECINCT NO.	POLLING PLACE LOCATION
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WASATCH COUNTY

SUBPRECINCT NO.	REGULAR VOTING PRECINCT NO.	POLLING PLACE LOCATION
13.2	City residents residing within No. 13	Midway City Office Building 75 North 100 West, Midway City, Utah

Voting at the special bond election shall be by electronic ballots and other ballot forms. The ballots will be furnished by the County Clerks of Summit and Wasatch Counties (collectively, the "*Election Officers*"), as applicable, on behalf of the City and the City Recorder, to the poll workers. The poll workers shall furnish such ballots to the qualified electors of the City.

The polls at each polling place shall open at 7:00 a.m. and shall remain open until 8:00 p.m., when they will close.

There is to be no special registration of voters for the special bond election, and the official register of voters last made or revised shall constitute the register for the special bond election, except that all persons who reside within the City and are registered to vote in Summit County or Wasatch County, as applicable, shall be considered registered to vote in the special bond election. The appropriate Election Officer will make registration lists or copies of such lists available at each of the above-described polling places for use by registered electors entitled to use such voting place.

Absentee ballots may be obtained by making application in the manner and within the time provided by law through the office of the appropriate Election Officer.

NOTICE IS FURTHER GIVEN, that any qualified elector of Summit County or Wasatch County who resides within the confines of the City and who has complied with the law in regard to registration may vote in the special bond election at designated polling locations up to 14 days in advance of the day of the special bond election. The dates, times and places for early voting in the special bond election are as follows:

SUMMIT COUNTY		
DATE	TIME	EARLY VOTING POLLING PLACE LOCATION
October 24 - October 27, 2006	From 9:00 a.m. to 4:30 p.m.	Summit County Courthouse 60 North Main, Conf. Room #1 Coalville, Utah
October 30 - November 3, 2006	From 9:00 a.m. to 4:30 p.m.	Summit County Courthouse 60 North Main, Conf. Room #1 Coalville, Utah

WASATCH COUNTY

DATE	TIME	EARLY VOTING POLLING PLACE LOCATION
October 24 - October 27, 2006	From 8:00 a.m. to 5:00 p.m.	Wasatch County Administration Bldg. 25 North Main Street, Room 209 Heber City, Utah
October 30 - November 3, 2006	From 8:00 a.m. to 5:00 p.m.	Wasatch County Administration Bldg. 25 North Main Street, Room 209 Heber City, Utah

NOTICE IS FURTHER GIVEN that on Thursday, November 16, 2006, that being a day no sooner than 7 days and not later than 14 days after the special bond election, the City Council of the City will meet in the Marsac Building, 445 Marsac Avenue, in Park City, Utah at 6:00 p.m. and will canvass the returns and declare the results of the special bond election during such meeting.

Pursuant to applicable provisions of Sections 11-14-208 and 20A-4-403 of the Utah Code, the period allowed for any contest of the special bond election shall end forty (40) days after November 16, 2006 (the date on which the returns of the election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint is filed with the Clerk of the Third Judicial District Court in and for Summit County or with the Clerk of the Fourth Judicial District Court in and for Wasatch County, as applicable, within the prescribed forty (40) day period.

IN WITNESS WHEREOF, the City Council of Park City, Utah, has caused this notice to be given.

DATED: October 5, 2006.

PARK CITY, UTAH

By _____
Janet M. Scott
City Recorder

City Council Staff Report



Author: Gary Hill

Subject: Economic Development Grant –
Oquirrh Institute/Park City Center for Public Policy

Date: 10-5-06

Type of Item: Award of Economic Development Grant

Budget, Debt, & Grants

Summary Recommendation - Staff recommends approval of an Economic Development Grant in the amount of \$10,000 to the Oquirrh Institute (soon to be renamed the Park City Center for Public Policy), a Utah based non-profit organization that will be located within Park City, Utah.

Description:

Topic: Informational Update & Award of Economic Development Grant

Background:

Two priority goals for Economic Development recently reviewed and approved through the City's 2006 Visioning Session include:

- *Further develop and market the uniqueness of Park City and why it is set apart from other mountain resort communities.*
- *Proactively target business sectors that will fill voids left by departing companies or for smart redevelopment reasons.*

On May 25, 2006, City Council reviewed and approved a budget policy and application process for City administered Economic Development Grants.

On August 30, 2006 the City received an Economic Development Grant application from the Oquirrh Institute for \$20,000 in relocation assistance. The Oquirrh Institute (currently located in Murray, Utah) is a non-profit organization founded in 2002 to "expedite the development of promising policy models and find new solutions for the major challenges facing the nation." It is comprised of former governors and business leaders from around the country. Some of the publications produced by the Institute include:

- 2002 Olympic Winter games Security Lessons Applied to Homeland Security
- Streamlined Sales tax Model Issue Brief
- Innovative Tools and Strategies in Transportation
- Teachers of Tomorrow Full Report
- Utah's Growth Issues – people, Land, Water

The Institute is planning to relocate its offices to Park City and will be renamed the Park City Center for Public Policy (hereinafter referred to as "Center"). It is the Center's intention to continue to hold annual conferences as well as several other meetings and programs each year to make a "meaningful difference in improving public policy."

The Center submitted a completed application and business plan that was supplied to the Economic Development Program Committee (made up City Manager Tom Bakaly, Budget Manager Gary Hill, Public Works Director Jerry Gibbs, Public Affairs Director Myles Rademan, Planning Director Patrick Putt, Senior Planner Jonathan Weidenhamer, and Council Liaisons Jim Hier and Marianne Cone). The committee reviewed the application and a summary of the Committee's recommendations is included below. A complete copy of the application and business plan is available for review in either the Budget Department or the Economic Development Department.

Analysis:

The Economic Development Program Committee has reviewed the application and found that the Center meets all of the criteria required for consideration. Of particular note, the relocation of the Center's offices to Park City will include some of the following positive economic benefits:

- Numerous Conferences and Forums that will foster media attention and participant familiarity with Park City. In addition to its Annual Meeting to be held each summer, The Center anticipates 3 major conference per year including:
 - An Oil Shale Conference in the spring of 2007
 - An Education Conference in 2008
 - Winter meetings beginning in 2008
- Additional overnight visitor numbers – conference attendees and business executives.

In addition, the Center is committed to work with the civic and educational community in order to foster opportunities for local students as well as to ensure the applicability of working products.

Consistent with the intent of the economic development grant budget policy, an award of an ED grant would assist the Center in relocating here to Park City for a minimum of three years. As a condition of the contract, the Center also will commit to the following:

- Program the conferences listed in Attachment A (or conferences of similar size and scope) within the Park City limits and make a good faith effort to hold most other meetings occurring in Utah here as well.
- Develop an internship and outreach program with the local schools as proposed in the grant application

- Provide the City with at least (4) complementary registrations for conferences and forums within the three year period for the use of the City's elected officials, staff, or local community
- Provide one update to the Park City Council each year for the term of the contract.

The Economic Development Committee recommends a grant of \$10,000 for relocation assistance. The committee felt like the Center would probably be able to achieve direct taxable benefits to the City greater than twice the City's contribution (see Attachment A).

The ED Program Committee sees a benefit in having the Center's representatives attend work session on October 5th to answer any questions the City Council might have. City Council will have final judgment on whether the applicant has met the required criteria.

Staff would execute a formal ED grant contract, in a form approved by the City attorney, should Council authorize the award of grant.

Department Review: This application was reviewed by representatives of the Economic Development & Capital projects department, the Economic Development Program Committee, Budget Department, Legal Department and City Manager's Office.

Alternatives:

- A. **Approve the ED Grant as described: (Staff recommendation)**
- B. Continue the Item to another date:
- C. Deny the Request:
- D. Do Nothing:

Staff Recommendations: Staff recommends approval of an Economic Development Grant in the amount of \$10,000 to the Oquirrh Institute (soon to be renamed the Park City Center for Public Policy), a Utah based non-profit organization that will be located within Park City, Utah.

Attachments:

Attachment A – Anticipated Schedule of Conferences

Attachment B – Draft Economic Development Grant Contract

Park City Center for Public Policy

Anticipated Conferences in Park City

Oil Shale Conference 2007

200 Participants

Rooms	50,000.00	Assume \$125/night, 2 nights
Meals & Incidentals	<u>30,000.00</u>	\$75/day, 2 days
	<u>80,000.00</u>	

Tax Benefit Analysis

2.25%	1,125.00
2.25%	<u>675.00</u>
	<u>1,800.00</u>

Summer Meeting 2007

200 Participants

Rooms	60,000.00	Assume \$150/night, 2 nights
Meals & Incidentals	<u>30,000.00</u>	\$75/day, 2 days
	<u>90,000.00</u>	

2.25%	1,350.00
2.25%	<u>675.00</u>
	<u>2,025.00</u>

Summer Meeting 2008

275 Participants

Rooms	82,500.00	Assume \$150/night, 2 nights
Meals & Incidentals	<u>41,250.00</u>	\$75/day, 2 days
	<u>123,750.00</u>	

2.25%	1,856.25
2.25%	<u>928.13</u>
	<u>2,784.38</u>

Education Conference 2008

200 Participants

Rooms	50,000.00	Assume \$150/night, 2 nights
Meals & Incidentals	<u>30,000.00</u>	\$75/day, 2 days
	<u>80,000.00</u>	

2.25%	1,125.00
2.25%	<u>675.00</u>
	<u>1,800.00</u>

Winter Meeting 2008

150 Participants

Rooms	105,000.00	Assume \$350/night, 2 nights
Meals & Incidentals	<u>22,500.00</u>	\$75/day, 2 days
	<u>127,500.00</u>	

2.25%	2,362.50
2.25%	<u>506.25</u>
	<u>2,868.75</u>

Summer Meeting 2009

350 Participants

Rooms	105,000.00	Assume \$150/night, 2 nights
Meals & Incidentals	<u>52,500.00</u>	\$75/day, 2 days
	<u>157,500.00</u>	

2.25%	2,362.50
2.25%	<u>1,181.25</u>
	<u>3,543.75</u>

Health Conference 2009

200 Participants

Rooms	50,000.00	Assume \$150/night, 2 nights
Meals & Incidentals	<u>30,000.00</u>	\$75/day, 2 days
	<u>80,000.00</u>	

2.25%	1,125.00
2.25%	<u>675.00</u>
	<u>1,800.00</u>

Winter Meeting 2009

150 Participants

Rooms	105,000.00	Assume \$350/night, 2 nights
Meals & Incidentals	<u>22,500.00</u>	\$75/day, 2 days
	<u>127,500.00</u>	

2.25%	2,362.50
2.25%	<u>506.25</u>
	<u>2,868.75</u>

Total: 19,490.63



**ECONOMIC DEVELOPMENT GRANT CONTRACT BETWEEN
THE OQUIRRH INSTITUTE / PARK CITY CENTER FOR PUBLIC POLICY AND
PARK CITY MUNICIPAL CORPORATION**

THIS AGREEMENT is made and entered into this 5th day of October, 2006, by and between **THE OQUIRRH INSTITUTE** (soon to be renamed as the **PARK CITY INSTITUTE FOR PUBLIC POLICY** and hereinafter referred to as "Center") and **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City").

WITNESSETH:

WHEREAS, as part of the budget process, the City Council appropriates Economic Development funds to contract with organizations who meet the economic development grant program requirements outlined by the City's Budget Policy; and

WHEREAS, organizations must meet certain criteria in order to be eligible for an Economic Development Grant Contract; and

WHEREAS, applicants are eligible to apply for an Economic Development Grant Contract year round, the City will award Contracts through an application process administered by the Economic Development Grant Program Committee; and

WHEREAS, pursuant to Section 10-8-2(1)(e) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of City services/facilities herein to a non-profit entity, regardless of the consideration Park City receives in return; and

WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds herein is consistent with the Park City General Plan, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; and

WHEREAS, notwithstanding the recitals above, the City desires to provide grant funds in exchange for positive economic impact benefit at least equal to the current fair market value to the City's contribution; and

WHEREAS, the Economic Development Grant program committee evaluated and approved the Economic Development grant request by the Center for assistance towards relocation costs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

ARTICLE I
TERM AND ALLOCATION

The Center shall have an Economic Development Grant contract with a term of three years. The City will allocate the full grant amount upon execution by both parties.

TOTAL amount available for allocation: \$10,000

ARTICLE II
SERVICES TO THE COMMUNITY

In exchange for the City's contribution, the Center agrees to:

- Set-up its main office headquarters within the City limits and remain for a minimum of three years
- Program the conferences listed in Attachment A (or other conferences of similar size and scope) within the Park City limits. The Center also agrees to make a good faith effort to hold other meetings occurring in Utah within the Park City limits.
- Develop an internship and outreach program with the local schools as proposed in the grant application (attached)
- Provide the City with at least (4) complementary registrations for conferences and forums within the three year period for the use of the City's elected officials, staff, or local community
- Provide one update to the Park City Council each year for the term of the contract.

Both parties agree that the above services provided to the community represent a good faith exchange of current fair market value for the City's contribution.

ARTICLE III
HOLD HARMLESS/NO AGENCY

The Center agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of the Center in the performance of work under this agreement. The Center is an independent entity and nothing herein shall be construed to create any agency, nor employee relationship with the City.

ARTICLE IV
DISSOLUTION

On dissolution of the organization or project prior to three years any remaining funds attributable to the City shall revert to the City in a prorated amount.

ARTICLE V
RECORD KEEPING/AUDIT

The Center agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own audit of books and records at reasonable times and places during ordinary business hours. If the grant money has not been used as agreed herein, the City shall be entitled to a full or partial refund of the grant.

ARTICLE VI
AMENDMENT

This Agreement may be amended with the approval of the City Council and The Center. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VII
EFFECTIVE DATE

The effective date of this Agreement is the date first written above.

City Council Staff Report



Author: Myles C. Rademan
Subject: Open Space Property
Date: October 5, 2006
Type of Item: Administrative

Public Affairs &
Communications

Summary Recommendations:

City Council should authorize the City Manager to execute a Real Estate Purchase Contract (REPC) for the purchase of the one acre Sanchez property (attached) for \$120,000, by authorizing the City Manager to execute a real estate purchase contract payable in two equal \$60,000 installments, one due on or before 12/31/06, and the second payable prior to 01/31/07; in a form approved by the City Attorney.

Description:

Mr. Max (Merrill) and Mrs. Viola Sanchez have offered to sell the City a one acre platted parcel near S.R. 248, for \$120,000, with the City paying two equal installments of \$60,000, one due before the end of this calendar year, the other prior to the end of January 2007.

Topic:

Open space property acquisition.

Background:

The Sanchez property is one of three remaining privately held parcels in an old subdivision platted in the 1970's. The City continues to seek acquisition of the other two private parcels.

Analysis:

To date, the City and UDOT have acquired all but three remaining privately held parcels in this old subdivision. The City's last purchase in this subdivision was the 3.92 acre "Laws property" acquired for \$285,125, on March 31, 2005.

The City has attempted to acquire the Sanchez parcel, which is adjacent to city-owned open space on the east and west, and to the Osguthorpe alfalfa field to the north, from Mr. & Mrs. Sanchez for at least six years.

COSAC made a standing recommendation in 2000 that the City acquire all remaining developable 'inholdings' adjacent to protected open space in this subdivision. Members of COSAC confirmed this recommendation in reference to this current offer by the Sanchez's and recommends that the City Council authorize acquisition of this parcel under the terms described.

Approximately \$3 million remain from the 2002 Open Space Bond. It is anticipated that \$2 million will be needed to secure the Gambel Oak and White Acre properties from the BLM, and \$875,000 will be needed to reimburse the City for purchasing the Imperial Hotel and securing land for the Air Force recreation facility. That leaves a remainder of approximately \$125,000 from which this purchase can be made.

Department Review:

Public Affairs, City Manager & Legal,

Alternatives:

Approve the Request:

Purchase the property as recommended.

Deny the Request:

Property will probably be offered for sale for development on the open market, and the City will lose this opportunity to protect it as open space.

Continue the Item:

The owner wishes to have a decision immediately and continuing the item will be tantamount to denying the request.

Do Nothing:

Same as above.

Significant Impacts:

Open space acquisition and preservation in the Round Valley area has been a major policy initiative and undertaking by Park City for the past 15 years. Approximately 1375 acres of open space have been patiently assembled parcel by parcel through purchase and donation. This one acre parcel is another key piece of the open space mosaic being assembled in the Round Valley area.

Consequences of not taking the recommended action:

Property will probably be sold for development. As a platted lot of record, a single family home is permitted. This would significantly denigrate the adjacent open space values.

Recommendation:

City Council should authorize the City Manager to execute a Real Estate Purchase Contract (REPC) for the purchase of the one acre Sanchez property (attached) for \$120,000, by authorizing the City Manager to execute a real estate purchase contract payable in two equal \$60,000 installments, one due on or before 12/31/06, and the second payable prior to 01/31/07; in a form approved by the City Attorney.

Attached: Real Estate Purchase Contract

REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract. Utah law regulates real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete the provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

BUYER: **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation and political subdivision of the State of Utah (the "City" or "Seller"), 445 Marsac Avenue, Post Office Box 1480, Park City, Utah 84060.

SELLER: **Merrill Sanchez and Viola Sanchez**, of Stevensville, Montana

OFFER TO PURCHASE

1. **PROPERTY:** The subject property is located in the County of Summit, State of Utah, and described more specifically as follows:

BEG AT THE W ¼ COR SEC 2 TS R4E, SLBM RUN THE 217.80 FT; S 200. FT; W 217.80 FT; N 200.0 FT TO BEG CONT 1.0 ACRES ALSO USE OF 30 FT R/W ALG N BOUNDARY, in Summit County near Park City, Utah.

- 1.1 **Included Items.** Unless excluded herein, this sale includes the following items if presently attached to the Property: fencing, trees and shrubs.

- 1.2 **Excluded Items.** The following items are excluded from this sale: N/A

- 1.3 **Water Rights.** The following water rights are included in this sale: N/A

- 1.4 **Survey.** (Check applicable boxes):

A survey:

☐ WILL ☒ WILL NOT be prepared by a licensed surveyor.

The Survey Work will be:

- ☐ Property corners staked
☐ Boundary Survey
☐ Boundary & Improvements survey
☐ Other (specify) _____

Responsibility for payment:

- ☐ Buyer
☐ Seller
☐ Buyer and Seller share equally.

Real Estate Purchase Contract

Seller's Initials MS Date 9/29/06 Buyer's Initials MS Date 9/29/06
UES ES

Buyer's obligation to purchase under this Contract:

☐ IS

☒ IS NOT conditioned upon Buyer's approval of the Survey Work.

If yes, the terms of the attached Survey Addendum apply.

2. **PURCHASE PRICE.** The Purchase Price for the Property is one hundred twenty thousand dollars (\$120,000).

2.1 **Method of Payment.** The Purchase Price will be paid as follows:

\$ -0-

a. Earnest Money Deposit. Under certain conditions described in this Contract. **THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.**

\$ -0-

b. New Loan, Buyer agrees to apply for a new loan as provided in Section 2.3. Buyer will apply for one or more of the following loans:

☐ CONVENTIONAL ☐ FHA ☐ VA ☐ OTHER (specify):

If an FHA/VA loan applies, see attached FHA/VA Loan Addendum. If the loan is to include any particular terms, then check below and give details:

SPECIFIC LOAN TERMS:

\$ -0-

c. Loan Assumption (see attached Assumption Addendum if applicable)

\$ -0-

d. Seller Financing (see attached Seller Financing Addendum if applicable)

\$ 60,000.00

e. Other (specify) After 1/1/07 but before 1/31/07 as evidenced by Promissory Note

\$ 60,000.00

f. Balance of Purchase Price In Cash at Settlement

\$ 120,000.00

PURCHASE PRICE (total of a. through f.)

2.2 **Financing Condition.** (check applicable box)

a. ☐ Buyer's obligation to purchase the Property IS conditioned upon Buyer qualifying for the applicable loan(s) referenced in Section 2.1 (b) or (c) the "Loan". This condition is referred to as the "Financing Condition".

b. ☒ Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer qualifying for a loan. Section 2.3 does not apply.

2.3 **Application for Loan.**

a. **Buyer's Duties.** No later than the Application Deadline referenced in Section 24(a), Buyer shall apply for the Loan. "Loan Application" occurs ONLY when Buyer has:

Real Estate Purchase Contract

Seller's Initials MMS Date 9-28-06 Buyer's Initials IRS Date 9/28/06

IRS

9-28-06

Section. Tenant deposits, including, but not limited to, security deposits, cleaning deposits, and prepaid rents, shall be paid or credited by Seller to Buyer at Settlement. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed:

- (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and
- (ii) the applicable Closing documents have been recorded in the office of the county recorder.

The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four (4) calendar days of Settlement.

4. **POSSESSION.** Seller shall deliver physical possession to Buyer within: ☒ One hour
☐ _____ days after Closing; ☐ Other (specify).

5. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this Contract:
 There are no brokers or agencies involved in this sale.

_____ Seller's Initials JS Buyer's Initials

- a. The Listing Agent, _____, represents ☐ Seller ☐ Buyer
☐ both Buyer and Seller as a Limited Agent; or
- b. The Selling Agent, _____, represents ☐ Seller ☐ Buyer
☐ both Buyer and Seller as a Limited Agent; or
- c. The Listing Broker, _____, represents ☐ Seller ☐ Buyer
☐ both Buyer and Seller as a Limited Agent; or
- d. The Selling Broker, _____, represents ☐ Seller ☐ Buyer
☐ both Buyer and Seller as a Limited Agent.

6. **TITLE INSURANCE.** At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price.

7. **SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(b), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- a. a Seller property condition disclosure for the Property, signed and dated by Seller;
- b. a commitment for the policy of title insurance;
- c. a copy of any leases affecting the Property not expiring prior to Closing;
- d. written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- e. Other (specify)

Real Estate Purchase Contract

Seller's Initials MM Date 9-28-06 Buyer's Initials JS Date 9/28/06
WTS 9-28-06

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- 8. BUYER'S RIGHT TO CANCEL BASED ON CITY COUNCIL APPROVAL, EVALUATIONS AND INSPECTIONS.** Buyer's obligation to purchase under this Contract (check applicable boxes):
- ☒ **IS** ☐ **IS NOT** conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- ☐ **IS** ☒ **IS NOT** conditioned upon Buyer's approval of a physical condition inspection of the Property;
- ☐ **IS** ☒ **IS NOT** conditioned upon Buyer's approval of the following tests and evaluations of the Property (specify):
- ☒ **IS** ☐ **IS NOT** conditioned upon Buyer's approval being obtained by a vote of the Park City Council at a public meeting.

If any of the above items are checked in the affirmative, then Sections 8.1, 8.2, 8.3, and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as the "Evaluations & Inspections." Unless otherwise provided in this Contract, the Evaluations & Inspections shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with the Evaluations and Inspections and with the walk-through Inspection under Section 11.

- 8.1 Evaluations & Inspections Deadline.** No later than the Evaluations & Inspections Deadline referenced in Section 24(c) Buyer shall: (a) complete all Evaluations & Inspections; and (b) determine if the Evaluations & Inspections are acceptable to Buyer.
- 8.2 Right to Cancel or Object.** If Buyer determines that the Evaluations and Inspections are unacceptable, Buyer may no later than the Evaluations & Inspection Deadline, either:
- cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or
 - provide Seller with written notice of objections.
- 8.3 Failure to Respond.** If by the expiration of the Evaluations & Inspections Deadline, Buyer does not:
- cancel this Contract as provide in Section 8.2; or
 - deliver a written objection to Seller regarding the Evaluations & Inspections, the Evaluations & Inspections shall be deemed approved by Buyer.
- 8.4 Response by Seller.** If Buyer provides written objections to Seller, Buyer and Seller shall have seven (7) calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three (3) calendar days after

Real Estate Purchase Contract

Seller's Initials MM Date 9-28-06 Buyer's Initials [Signature] Date 9/28/06

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expiration of the Response Period, whereupon the Earnest Money Deposit shall be released to Buyer, if this Contract is not canceled by Buyer under this Section 8.4. Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. **ADDITIONAL TERMS.** There ☐ ARE ☒ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference:

- ☐ Addendum No. _____
- ☐ Survey Addendum
- ☐ Seller Financing Addendum
- ☐ FHA/VA Loan Addendum
 - ☐ Assumption Addendum
 - ☐ Lead-Based Paint Addendum (in some transactions this addendum is required by law)
 - ☐ Other (specify): _____

10. **SELLER WARRANTIES & REPRESENTATIONS.**

- 10.1 **Condition of Title.** Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer as Closing by general warranty deed, unless the sale is being made pursuant to a real estate contract which provides for title to pass at a later date. In that case, title will be conveyed in accordance with the provisions of that contract. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's, meaning covenants, conditions and restrictions, and rights-of-way, and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Except for any loan(s) specifically assumed by Buyer under Section 2.1(c), Seller will cause to be paid off by closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

- 10.2 **Condition of Property.** Seller warrants that the Property will be in the following condition **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER:**
- a. the Property shall be broom-clean and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense;
 - b. the heating, cooling, electrical, plumbing and sprinkler systems and fixtures, and the appliances and fireplaces will be in working order and fit for their intended purposes;
 - c. the roof and foundation shall be free of leaks known to Seller;
 - d. any private well or septic tank serving the Property shall have applicable permits, and

Real Estate Purchase Contract

Seller's Initials MM Date 9-26-06 Buyer's Initials [Signature] Date 9/28/06
UR-S 9-28-06

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shall be in working order and fit for its intended purpose; and

e. the Property and improvements, including the landscaping, will be in the same general condition as they were on the date of Acceptance.

11. **WALK-THROUGH INSPECTION.** Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a "walk-through" inspection of the Property to determine only that the Property is "as represented," meaning that the terms referenced in Sections 1.1, 8.4 and 10.2 ("the items") are respectively present, repaired/changed as agreed, and in the warranted condition. If the items are not as represented, Seller will, prior to Settlement, replace, correct or repair the items or, with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement to provide for the same. The failure to conduct a walk-through inspection, or to claim that an item is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.
12. **CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer:
 - (a) no changes in an existing lease shall be made;
 - (b) no new leases shall be entered into;
 - (c) no substantial alterations or improvements to the Property shall be made or undertaken; and
 - (d) no further financial encumbrances to the Property shall be made.
13. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
14. **COMPLETE CONTRACT.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties.
15. **DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing, related to this Contract ☒ **SHALL** ☐ **MAY**, upon mutual agreement of the parties, first be submitted to mediation. If the parties agree to mediation, the dispute shall be

pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. It is agreed that denial of a Loan Application made by the Buyer is not a default and is governed by Section 2.3(b).

17. **ATTORNEY FEES AND COSTS.** In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be rewarded for participation in mediation under Section 15.
18. **NOTICES.** Except as provided in Section 23, all notices required under this Contract must be:
 - a. in writing;
 - b. signed by the party giving notice; and
 - c. received by the other party or the other party's agent no later than the applicable date referenced in this Contract.
19. **ABROGATION.** Except of the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.
20. **RISK OF LOSS.** All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.
21. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract:
 - a. performance under each Section of this Contract which references a date shall absolutely be required by 5:00 P.M. Mountain Time on the stated date; and
 - b. the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement, i.e., Acceptance, receipt of the Seller Disclosures, etc. Performance dates and times reference herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as so otherwise agreed to in writing by such non-party.
22. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This contract and any addenda and counteroffers may be executed in counterparts.
23. **ACCEPTANCE.** "Acceptance" occurs when Seller or Buyer, responding to an offer or

Real Estate Purchase Contract

Seller's Initials M.M.S Date 9-28-06 Buyer's Initials [Signature] Date 9/28/06
U.R.S 9.28.06

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counteroffer of the other:

- a. signs the offer or counteroffer where noted to indicated acceptance; and
- b. communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. **CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to this Contract:

- a. Application Deadline N/A (Date)
- b. Seller Disclosure Deadline 11/15/06 (Date)
- c. Evaluations & Inspections Deadline 12/1/06 (Date)
- d. Settlement Deadline 12/15/06 (Date)

25. **OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by:
11:30 ☒ A.M. ☐ P.M. Mountain Time on Monday, October 2, 2006 (Date) this offer shall lapse.

BUYER'S SIGNATURE [Signature] Date 9/28/06 Time 3:00 PM

PARK CITY MUNICIPAL CORPORATION/445 MAKSAI AVE., PO BOX 1480, PARK CITY, UT
 (Buyer's Name) - Please Print (Notice Address) (Phone) 84060
 (435) 615-5029

THE LATER OF THE ABOVE OFFER DATES SHALL BE REFERRED TO
 AS THE "OFFER REFERENCE DATE."

Real Estate Purchase Contract

Seller's Initials YMS Date 9-28-06 Buyer's Initials [Signature] Date 9/28/06

ACCEPTANCE / COUNTEROFFER / REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached Addendum No. ____.

SELLER'S SIGNATURE Max M. Sanchez Date 9-28-06 Time 11:45 AM

SELLER'S SIGNATURE Viola R. Sanchez Date 9-28-06 Time 11:45 AM

Max M. Sanchez - Viola R. Sanchez 406-777-7308
(Sellers' Names) - Please Print (Notice Address) (Phone)

☐ **REJECTION:** Seller Rejects the foregoing offer.

SELLER'S SIGNATURE Max M. Sanchez Date 9-28-06 Time 11:45 AM

MAX M. SANCHEZ - 133 LEE PARK LN. 406-777-7201
(Sellers' Names) - Please Print (Notice Address) (Phone)

Document Receipt

State law requires Broker to furnish Buyer and Seller copies of this Contract bearing all signatures.
(Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

BUYER'S SIGNATURE _____ Date _____ Time _____

SELLER'S SIGNATURE MAX M. SANCHEZ Date 9-28-06 Time 11:45 AM

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be

☐ faxed ☐ mailed ☐ hand-delivered on _____ (Date), postage prepaid, to the
☐ Seller ☐ Buyer.

Sent/Delivered by (specify) _____

Real Estate Purchase Contract

Seller's Initials _____ Date _____ Buyer's Initials _____ Date _____

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