



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
September 2, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, September 2, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

CLOSED SESSION - 4:15 p.m.

To Discuss Property, Personnel, Litigation, and Advice of Counsel

WORK SESSION

4:40 p.m. - Discuss the Downtown Trash and Diversion RFP Scope

[Downtown Waste Management Strategy Staff Report](#)

[Exhibit A: Republic 4th Addendum](#)

[Exhibit B: Downtown Waste Management Background](#)

[Exhibit C: Current Trash Service and Costs](#)

[Exhibit D: 2016 Community Emission Profile](#)

[Exhibit E: Main Street BID RFQ Excerpts](#)

5:00 p.m. - Discuss a Master License Agreement for Small Wireless Facilities in City Right-of-Way

(A) Public Input

[Small Wireless Facilities Staff Report](#)

[Exhibit A: Draft Ordinance for Small Wireless Facilities](#)

[Exhibit B: Draft Master License Agreement](#)

[Exhibit C: Draft Small Wireless Design Standards](#)

[Exhibit D: Draft Small Wireless Facility Permit Application](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. No Dumping Stormdrain Decals

[No Dumping Decals Staff Report](#)

2. [Park Silly Sunday Market Mid-Season Report](#)
[PSSM Mid-Season Review Staff Report](#)
[Exhibit A: PSSM Measures of Success Mid-Season 2021](#)
3. [Budget Monitoring Staff Report - July 2021](#)
[Sales Tax and Budget Monitoring Staff Report](#)
[Exhibit A: FY21 June Sales Tax](#)
[Exhibit B: FY22 YTD Expenses - July 2021](#)
[Exhibit C: FY22 YTD Revenue - July 2021](#)

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

IV. CONSIDERATION OF MINUTES

[Consideration to Approve the City Council Meeting Minutes from August 19, 2021](#)
[August 19, 2021 Minutes](#)

V. NEW BUSINESS

1. [Consideration to Approve Ordinance 2021-34, an Ordinance Approving the 1003 Norfolk Avenue Amended Plat, Lot 1 and Lot 2 in Block 16 of Snyder's Addition, Park City, Utah](#)
(A) Public Hearing (B) Action
[1003 Norfolk Plat Amendment Staff Report](#)
[Exhibit A: Ordinance](#)
[Exhibit B: Survey of Existing Conditions](#)
[Exhibit C: Proposed Plat 1003 Norfolk Avenue Subdivision](#)
[Exhibit D: Letter of Intent](#)
2. [Consideration to Approve Ordinance 2021-35, an Ordinance Approving the Fairway Village No. 1 First Amended Amending Lot 28, Located at 2587 Fairway Village Drive, Park City, Utah](#)
(A) Public Hearing (B) Action
[Fairway Village Plat Amendment Staff Report](#)
[Exhibit A: Ordinance](#)
[Exhibit B: Project Intent and HOA Approval Letter](#)
[Exhibit C: Fairway Village No. 1 Current Recorded Plat](#)
[Exhibit D: Existing Conditions](#)
[Exhibit E: Fairway Village No. 1 First Amended Amending Lot 28 Proposed Plat](#)
3. [Consideration to Adopt Resolution 21-2021, a Resolution Authorizing the Issuance and the Sale of \\$7,000,000 in the Aggregate Principal Amount of Water Revenue Refunding Bonds for the Series 2012 and 2012B](#)
(A) Public Hearing (B) Action
[Water Revenue Refunding Bond Staff Report](#)
[Exhibit A: Park City Water Revenue Refunding Bonds - Series 2021 Resolution](#)

[Exhibit B: Bond Purchase Agreement](#)
[Exhibit C: Thirteenth Supplemental Indenture](#)

4. Consideration to Approve Temporary Artwork for the Arts District
(A) Public Input (B) Action
[Temporary Art at the Arts District Staff Report](#)
5. Consideration to Approve the Historic Park City Alliance Temporary Chalk Art Project on City Property
(A) Public Input (B) Action
[Chalk the Town Staff Report](#)
[Exhibit A: HPCA Chalk of the Town Artwork Proposal](#)

VI. ADJOURNMENT

VII. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve the Sale of an Affordable Rental Unit in Kings Crown Subdivision, Located at 1271 Lowell Avenue, #B101 , Park City, Utah
(A) Public Input (B) Action
[Sale of Kings Crown Employee Unit Staff Report](#)
[Exhibit A: CCRs for Kings Crown Buildings B, C, & D](#)

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

4:40 p.m. - Discuss the Downtown Trash and Diversion RFP Scope

Suggested Action:

Attachments:

[Downtown Waste Management Strategy Staff Report](#)

[Exhibit A: Republic 4th Addendum](#)

[Exhibit B: Downtown Waste Management Background](#)

[Exhibit C: Current Trash Service and Costs](#)

[Exhibit D: 2016 Community Emission Profile](#)

[Exhibit E: Main Street BID RFQ Excerpts](#)

City Council Staff Report



Subject: Downtown Waste Management Strategies
Author: Luke Cartin and Jonathan Weidenhamer
Department: Env. Sustainability and Economic Development
Date: September 2, 2021

Recommendation

Review the proposed Request for Qualifications scope for commercial waste management services in the downtown area to ensure that it complies with the Council's policy goals and direction regarding waste diversion milestones, efficiency and cleanliness, and zero waste.

Background

Downtown Waste

Until 2007, Summit County provided residential and commercial waste management services to the entire County. At that time, Summit County discontinued commercial trash service operations, contracted with a provider for residential only services, and encouraged private waste management service providers to contract with individual commercial customers throughout the County. While the provision of services to residential customers transitioned relatively smoothly, the over 150 individual historic downtown businesses struggled with space, waste volumes, weather challenges, and cost allocations.

These challenges, concurrent with the Historic Park City Alliance's desire to create an executive director position and conduct their own business promotional services, resulted in the merchant's forming a business improvement district (BID) that consolidated trash service to a single provider procured and contracted by the City. The current solid waste management contract was awarded to Republic in 2013 and extended in 2016, 2019, and 2020 (Exhibit A). An overview of the trash services is provided in Exhibit B. The HPCA separately instituted a franchise fee to pay for twice-a-week mobile recycling.

Every Main Street merchant has an account with the service provider as a prerequisite of their business license. Two options are available; an individual account where the merchant has their own bins and pays a set rate for tipping and hauling each bin, or a shared account where trash and recycling costs are assigned to businesses based on their size and type (Current Shared Services and Typical Billing – Exhibit C). There are approximately 34 individual accounts and 112 shared accounts. The current contract does not include any waste diversion goals or processes to remedy unsanitary and overflowing receptacles. As Main Street activity and visitation have grown exponentially since 2013, so has the amount of waste produced.

Some individual businesses also contract separately, often with a third party, for additional services such as glass and food waste. These containers are often stored on public property and have created sanitation issues when not proactively managed.

Zero Waste:

The Park City Vision 2020 process produced the Environmental Leadership Pillar, which lists zero waste as a potential key strategy. The Summit County Solid Waste Master Plan ([link](#))

identified the landfill has less than 30 years of space, and over 60% of potentially landfilled waste could be diverted (recycled or composted).

Park City is currently conducting two waste characterization studies to give insight into what gets thrown away by our residents and businesses. The studies' findings will identify high-impact waste policies and practices that would support a zero-waste goal. Staff is also involved with the Summit County Residential Waste RFQ Selection Committee to help select the trash and recycling provider for all county residents.

In addition, in May 2021, the Chamber conducted comprehensive survey of their membership. When responding to, "How important are the following issues to your business?", the following were the top for issues: 1) Green/recycling initiatives; 2) Sustainable Tourism; 3) State and local regulations; 4) Climate Change. As a result, the Downtown Waste Management contract presents a quality opportunity to align the community and business sustainability practices.

Analysis

The City and HPCA are focused on three larger issues as part of a new contract for waste management services: 1) waste overflow on-site and resulting unsightly and unsanitary conditions, 2) efficient use of space for back of house storage containers in a constrained commercial area, and 3) deploying innovative landfill diversion strategies to support the Community's sustainability goals.

Overflow:

As evidenced by sales taxes, parking, and transit ridership counts, business on Main Street has increased substantially over the last five years, bringing with it increased trash and recycling volumes that often lead to overflowing dumpsters ([overflow pictures](#)). The Public Works Department cleans up these situations at an annual cost of approximately seven thousand dollars. This is hard labor and very time consuming, and always diverts resources from other priorities.

To address this concern in the short term, Staff supports HPCA's request to increase capacity and volume by deploying additional dumpsters serviced more frequently. For example, additional dumpsters were temporarily added this past winter (2020-2021). The HPCA Board is expected to consider providing year-round increases in the coming months. Note that these dumpsters currently do not comply with the City's screening requirements - staff has hesitated to build new enclosures until the future is more certain. For instance, if a new compactor building is identified, spending as much as \$35,000 on an additional temporary enclosure wouldn't be prudent.

Another issue that contributes to the overflow is the Summit County Landfill is not open on Sunday. The waste hauler cannot pick up trash on Saturday and have it sit in the truck until Monday. Staff is pursuing options to help, including the possibility and cost of opening the Summit County Landfill on Sundays. We intend to include an alternative in the waste RFQ to require hauling to an open facility before Monday morning. This is expected to increase costs significantly.

Lastly, it appears that approximately 5% of the trash volume comes from residential and construction contamination dumped overnight and when receptacles are left unattended.

Space constraints: It is unclear how the conflict between incremental volumes and storage facilities can be resolved, especially if waste diversion goals necessitate additional separation (food waste, recycling, etc.). The RFQ intends to bring the service provider on board and work with the stakeholders over the first year to identify alternatives for the merchants and City Council to consider.

Zero waste goal:

According to Summit County, over 60% of landfill waste is divertible. Some resources could increase the district's diversion of glass, food waste, cardboard, and other waste. A waste characterization study is underway in the Downtown Historic District and scheduled for completion this fall. This study will shape priorities and identify the largest opportunities for diversion. There are Main Street businesses that are zero waste leaders, and the City will work with these businesses to find best practices in rolling out a comprehensive strategy. The partnership of the City and HPCA can shape a community-wide strategy to increase diversion and lengthen the life of the landfill.

A comprehensive downtown waste strategy could also address overflow issues, increase efficient use of space, and demonstrate zero waste in action. Solid waste comprises 3% of Park City's community emissions profile (Exhibit D).

What is being proposed:

The proposed RFQ scope includes a 10-year contract with key deliverables and waste reduction milestones (RFQ Excerpts, Exhibit E).

1. Year 1:
 - a. Continue current level of service
 - b. Increase transparency of billing and district diversion rate and propose any fee changes to HPCA
 - c. Identify 5-10 leading businesses to pilot increased waste diversion strategies, based on results of recently completed waste audit.
2. Year 2:
 - a. Refine fee schedule changes
 - b. Identify and remedy operational changes; including Sunday waste haul, increased seasonal waste and recycling pick ups
 - c. Develop a capital and operational zero waste strategy with HPCA and Park City that achieves waste diversion milestones:
 - i. 40% by 2024
 - ii. 60% by 2026
 - iii. 80% by 2028
3. Years 3-10:
 - a. Support capital and operational improvements through engagement and participation of design and implementation
 - b. Provide diversion rates and transparency. Provide guidance to businesses, Park City Municipal, and HPCA on reaching diversion milestones

Exhibits

- A Republic Contract
- B Waste Management Background
- C Current Shared Dumpster Schedule and Costs
- D Park City Community Emission Profile
- E Draft RFP Excerpts

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

This FOURTH ADDENDUM is made and entered into in duplicate this 20
day of July, 2020, by and between PARK CITY MUNICIPAL
CORPORATION, a Utah municipal corporation (“City”), and ALLIED WASTE
SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a
ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY, (“Service Provider”), to amend the Park City Municipal
Corporation Service Provider/Professional Services Agreement signed and executed by
the parties on December 1, 2013, as amended by Amendment #1 executed by the parties
on December 1, 2013, the Second Addendum executed the by the parties on December 5,
2016, and the Third Addendum executed by the parties on April 13, 2020

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service
Provider/Professional Services Agreement on December 1, 2013, (hereinafter “Original
Agreement”);

WHEREAS, the parties entered into Amendment #1, on December 1, 2013,
(hereinafter, “Amendment #1”, addressing insurance requirements, and landfill fees; and

WHEREAS, the parties entered into a Second Addendum on December 5, 2016,
(hereinafter, “Second Addendum”), extending the term for an additional three (3) years,
terminating on November 30, 2019; and allowing for an annual fee increase for basic
service; and

WHEREAS, the parties entered into a Third Addendum on April 13, 2020, to
extend the term until June 30, 2020, and to include a price increase for the Additional
Extended Term; and

WHEREAS, due to the unforeseen impacts of Covid19, the parties desire to
extend the term of the Original Agreement and addenda until November 30, 2020
(hereinafter “Additional Extended Term”) under the current terms.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement and addenda
shall be extended to a termination date of November 30, 2020.

2. **OTHER TERMS.**

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

3. **ENTIRE AGREEMENT.** This Fourth Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

4. **COUNTERPARTS.** This Fourth Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Fourth Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

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

DocuSigned by:

Matt Dias

MATT DIAS, City Manager

Attest:

DocuSigned by:

Heath V. Long

City Recorder's Office

Approved as to form:

DocuSigned by:

Mark Harrington

City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC, a Delaware limited liability
company d/b/a ALLIED WASTE SERVICES OF
SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY

4144 Atkinson Ave.
Park City, UT 84098
Tax ID#: 20-1838910
PC Business License #:B-005238

Reece DeMille

Printed Name

DocuSigned by:

Reece DeMille

Signature

Manager Municipal Services (Utah)

Title

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

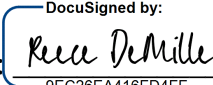
STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2020,
_____ personally appeared before me, whose identity is personally known to me or/proven to me on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ (title), of ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF SUMMIT COUNTY, and that said document was signed by him/her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that she executed the Fourth Addendum to the Park City Municipal Corporation Service Provider/Professional Services Agreement.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 10 day of July, 2020, at Utah, Utah (insert State and County here).

Printed name Reece DeMille

Signature:  _____
9EC26EA416FD4FF...



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 5

DATE (MM/DD/YYYY)
06/30/2020

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifiicateam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co.	
	INSURER B: Indemnity Insurance Company of NA	
	INSURER C: ACE Fire Underwriters	
	INSURER D: Illinois Union Insurance Company	
	INSURER E:	
	INSURER F:	

APPROVED

COVERAGES

CERTIFICATE NUMBER: 1772595

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER: _____			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED AUTOS ONLY ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ONLY			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ N/A ☒ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

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

Division Number: 4494 - Named Insured Includes: Allied Waste Services of North America, LLC - Db: Allied Waste Services of Summit County

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 5

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**CERTIFICATE NUMBER: 1772595**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71450892

Endorsement Number: 2
COMMERCIAL GENERAL LIABILITY
 CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

POLICY NUMBER: HDO G71450892

Endorsement Number: 6
COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 1st day of December, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed per annum \$17,500 for City Facilities and \$55,000 for HPCA Main Street Area.

The materials to be collected by the Service Provider shall not contain any hazardous materials, waste or substance; toxic substances, waste or pollutants; contaminants; infectious waste; medical waste or radioactive waste (collectively "Excluded Waste") each as defined by applicable federal, state, or local laws or regulations (collectively "Applicable Laws"). If excluded wastes are deposited in any landfill and such Excluded Waste is conclusively determined to have been generated by the City, Service Provider shall have the right, at City's expense to take all reasonable and prudent measures to remove and properly dispose of the Excluded Waste in a manner which meets all applicable laws. Service Provider shall acquire all title to waste materials when they are loaded into Service Provider's

truck. Title to and liability for any Excluded Waste shall remain within the City and at no time pass to Service Provider.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on November 30, 2016 or earlier, with an option to renew for three (3) additional years. Unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its

expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-

105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. **INSURANCE.**

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall

warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

- A. Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).
- B. Any equipment service Provider furnishes shall remain Service Provider's property. Service Provider shall have safe, unobstructed access to the City's streets and to the equipment on collection day. If for any reason, including severe weather, such access is not provided, Service Provider may refuse to make the scheduled pick-up; provided, however, that the City and Service Provider will cooperate and take reasonable steps to reschedule the missed pick-up.

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed

assignment. The City reserves the right to reject without cause any such assignment.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. **CHANGES.**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. **MAINTENANCE AND INSPECTION OF RECORDS.**

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for

services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

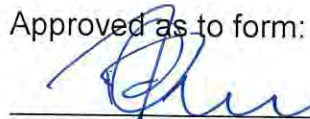
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480


Diane Foster, City Manager

Attest:


City Recorder's Office

Approved as to form:


City Attorney's Office



STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 17 day of February, 2014, personally appeared before me
Jeffrey Andrews, whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the Vice President (title or office) of
Allied Waste Corporation by Authority of its Bylaws/Resolution of the Board of
Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as

(title) for _____, a _____
corporation.

Lynne Kleinschmidt
Notary Public



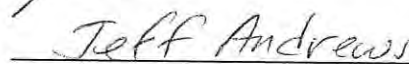
ALLIED WASTE SERVICES of NORTH
AMERICA, LLC, d/b/a ALLIED WASTE
SERVICES of SUMMIT COUNTY//REPUBLIC
SERVICES of SUMMIT COUNTY, a Utah
limited liability company
4144 Atkinson Ave.
Park City, UT 84098

Tax ID#: 20-1838910

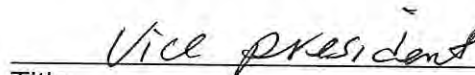
PC Business License#: B-005238



Signature



Printed name



Title

ADDENDUM "A"

SCOPE OF SERVICES



October 16, 2013

Blake Fannesbeck, P.W. Ops. Mgr.
c/o Park City Municipal Corporation
1053 Iron Horse Dr.
Park City, UT 84060

Dear Mr. Fannesbeck,

Please accept (6) copies of the proposal (subject: MAIN STREET AREA SOLID WASTE COLLECTION PROPOSAL, due October 22, 2013) from Republic Services. Republic has been a strong and stable waste and recycling company in the State of Utah for more than 30 years and in the Summit County market since 2000. We would consider it an honor to continue providing services to the Park City Main Street area for many years to come.

Our association with Park City and Summit County has been a positive experience, even with the demands of such a diverse service area, and of this, we are very proud. Our long-term Park City service experience and full-service division in Park City allows us to provide immediate response to service demands, unforeseen emergencies, and special circumstances that may arise in the city.

Thank you for your consideration of our proposal. Please call us if we can better explain or provide more information.

I am authorized to sign and bind Republic to the commitments made in our proposal.

Sincerely,

David Price
General Manager
Republic Services, Northern Utah
(801)924-8520

Overview

Republic's corporate headquarters are located at:
18500 North Allied Way,
Phoenix, AZ 85054.

The operations base for deployment of collection, customer service personnel and equipment for this service is located at:

4144 Atkinson Ave.
Park City, Utah 84098
435-615-8311

We have operated in the State of Utah for over 30 years and have served the residents and businesses of Park City/Summit County for over 13 years.

Republic relies on a decentralized management structure to handle its day-to-day operations with optimum efficiency. The division the trucks will be dispatched from to provide service to Main Street is in Park City, less than 5 miles away. Our Park City division is full-service with full-time staff working all day, focusing all of their efforts on Park City and its surrounding areas.

In addition to our drivers, the following work full-time in our Park City office:

Operations Manager
Route Supervisor
(2) Full-time mechanics
Container delivery driver
Sales representative
Customer Service/Dispatch representative

Our extreme focus in this geographic area demonstrates our commitment to what we do in Park City. We have proven that we have the know-how and equipment to handle the various terrain and street lay-outs that are present in Park City. We have purchased specialized smaller collection vehicles which allow us to maneuver up/down steep streets, narrow streets, and streets packed with vehicles at special events, like the Sundance Film Festival. We also have a very good customer service relationship with the Historic Park City Alliance (HPCA). Our continued efforts in ensuring the needs of the HPCA are met, is an area of focus that we do not take lightly. Our office proximity and the fact that we have staff in the Park City area all day long ensures that any service need, regardless of time of day, can be handled quickly and efficiently.

Our knowledge of the area and special events separates us from any other competitor. Park

City is not a normal collection city. There are many varied service needs, multiple changes in collection requirements during special events, and the need for personnel and equipment in the area at all times. We have long-since committed to this need with all of our resources housed in our Park City office.

Understanding the billing associated with this contract is another area of which we have expertise. We have quality relationships with the Main Street businesses and feel that this is a valuable piece to providing the type of customer service that is expected within the contract. Our years of experience in handling the shared accounts, a major piece of the contract, allows for a smooth monthly billing and collection practice.

We will provide more than just recycling and garbage pick-up

We consider our relationship with Park City to be more than just that of collecting recyclables and trash. As a partner, we provide more. We have a contract with KPCW where we sponsor the *This Green Earth* show. As part of that contract, we will ensure to promote the recycling efforts of Park City, specifically HPCA, so that the residents in Park City, and throughout the county, understand the city's commitment to recycling. We will have over 1000 radio spots over the next 12-months where we can promote the Park City Main Street area as an environmentally friendly place to do business.

As part of this partnership, we will provide a **Free Shred Day** in the Main Street area for residents and businesses to properly dispose of confidential documents. We will assist with the education and promotion of this event.

We will assist in the purchase of HPCA light pole flags that can be hung to advertise recycling awareness and the downtown's commitment to the environment.

We run CNG in Park City!!! The majority of our fleet in Park City runs on CNG fuel. We consider it our responsibility to partner with Park City in an effort to promote reduction in air pollution and have put assets in place to satisfy this goal.

Diversion

We will continue to look for ways to divert recycling from the MSW volume by working with the city to install a verti-pak on Swede Alley. We will work with Curb-it to ensure recycling opportunities are in place with the individual businesses.

We are also working with the county on determining the feasibility of developing a recycling transfer pad on our property in Park City so that recycling can be hauled much more efficiently to the Materials Recovery Facility in Salt Lake City. Our plan is to share the operational savings of this benefit with the city/county. *

Republic Services Cost Schedule

Pick-up Frequency Per Week							
	1	2	3	4	5	6	7
90 gal	13	26	39	52	65	78	91
2 yd	45	83	120	157	194	238	282

3 yd	52	94	137	179	221	270	319
4 yd	58	106	153	200	247	301	355
6 yd	72	129	186	243	301	365	428
8 yd	85	159	239	318	398	478	558
Trash Compactor	195	195	195	195	195	195	195
Cardboard Compactor	240	240	240	240	240	240	240

Special Services: Pull-out & push-in containers per stop: \$0 - No cost change

Alternate Recycling Program & Percentage: If awarded the contract, and we are able to dump recycling at our Park City office, we will share a percentage of the operational savings with the city as negotiated at that time. *

Cost Schedule Length of Term: This cost schedule is pricing for the first 12 months of the contract. See below for the CPI on this cost schedule after the first 12 months.

Price Increase/ year after initial Length of Term: CPI each Dec. 1st - the same as the county contract.

**Main Street Area
Solid Waste Collection
RFP
October 2013**

I. Introduction and Scope

The Public Works Department of Park City Municipal is issuing this Request for Proposals ("RFP") for Municipal Solid Waste ("MSW") Collection Services for the Commercial and Business sector within the Main Street area. The Main Street area is defined as the commercial businesses located within the area described as follows: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. These services will include:

- i. MSW Collection and recyclable materials collection from commercial facilities,
Billing of Main Street recycling and waste collection fees with reimbursement of fees the HPCA net of \$100/month collection cost.
- ii. Associated transportation and disposal to an approved disposal and/or recycling site.

- iii. Additional collection of trash containers for Park City Municipal buildings which would include but not be limited to Miner's Hospital; Education Center; Parks & Golf; PC MARC; Public Works; Police; and Ice Arena. Cost for collection & landfill fees. Frequency of collection will be determined later.
- iv. Work with the HPCA through the Trash and Recycling Committee in administration of the contract. Provide a quarterly report with YTD revenues and expenses. Where revenues exceed expenses future price increases to merchants will be adjusted accordingly.

General Information about the Main Street area includes, among others, the following:

- Approximately 300 commercial business license holders generating approximately 1650 tons per year.
- Average weight for loose trash 75 lbs/loose yard
- Average weight per roll off 5¼ tons
- Summit County Landfill tipping fee \$25/ton
- General Use types are Restaurants & Cafes, Bars, Retail, Hotels & Professional
- Main Street area sustainability goals of 25, 50, or 75 percent diversion/recycled
- Promote reduction in air pollution and emission of greenhouse gases
- Reduce the number of individual collection vehicles providing MSW Commercial Collection service in the Main Street area and thereby reduce traffic congestion

The successful Service Provider will be required to sign a "PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT" (attached). The project manager is Public Works Operations Manager Blake Fannesbeck. All questions must be in writing to either the project manager at Park City Municipal Corporation, PO Box 1480, Park City, UT 84060 or e-mail at blake.fannesbeck@parkcity.org. **The deadline for questions is 5:00 P.M. Thursday, October 17, 2013.** Park City Municipal Corporations reserves the right to accept or reject any or all bids and waive any irregularities. Price may not be the sole deciding factor.

II. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to 5 (five) pages in length.

Minimum Criteria Park City Will Use to evaluate each Proposal Submittal:

- City will use the following minimum criteria to evaluate the proposals submitted and determine the responsibility of each Proposer.
- Has the Proposer provided the information (including pertinent Subservice Provider information) requested in the RFP?
- Does the Proposer possess the ability, experience, capacity, skill, and financial resources and assurance to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if the prime Service Provider has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract, City seeks to establish through this RFP?
- For Proposals to be reviewed, the submitting company must be in good financial standing and be current on all licenses.

III. Evaluation Factors

The factors to be considered in the evaluation of Proposals are listed below. These items are ranked in descending order of importance, in evaluating the Proposals.

1. Cost of Service, lowest cost to City for Collection and/or Diversion-Recycling of MSW. (40%)
2. Qualifications, references, and experience in providing services of similar size and scope. (20%)
3. Proposed Services and Diversion Potential. Evaluation of the proposer's plan and ability to recycle and/or divert MSW. (20%)
4. Ability to bill approximately 300 commercial businesses. (10%)
5. Capacity, financial strength and ability to obtain bonding and insurance. (10%)

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Service Provider Cost Schedule

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gal							
2 Yds							
3 Yds							
4 Yds							
6 Yds							
8 Yds							
Roll offs							
Cardboard Compactor							

Special Services- Pull out & push in containers per stop \$ _____
 Alternate Recycling Program & percentage

Cost Schedule Length of Term _____ Years.

Price Increase/year after initial Length of Term _____%

COMMENTS (Include Recycling/Diversion Plan in Proposal):

IV. Selection Process

Proposals will be evaluated on the factors listed in Section II, Content of Proposal, above.

The selection process will proceed on the following schedule:

- A. A **Mandatory pre-submission meeting** will be held at **1:30 pm on Tuesday, October 15, 2013**, at Park City Public Works, 1053 Iron Horse Dr., Park City, UT
- B. Proposals with the title "**Main Street Area Solid Waste Collection Proposal**" clearly written on the front of the sealed envelope will be received by Park City prior to **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT

- C. Proposals will be opened at **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT.
- D. Proposals will be reviewed by the Trash and Recycling Committee prior to Thursday, November 7, 2013.
- E. Offerers may be interviewed if necessary prior to Friday, November 8, 2013.
- F. It is anticipated that City Council will vote on the contract award on or before November 21, 2013.
- G. Contract shall begin December 1, 2013
- H. All Offerers shall guarantee proposals will be good for 90 days from bid opening.

V. Term

The Term of the contract is three (3) years with an option to renew by the City for three (3) additional years. Unless extended by mutual agreement by both parties.

VI. Park City Provided Equipment and Services

City owns the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

VII. Service Provider Responsibilities

General Requirements

- A. Service Provider shall at its expense obtain and comply with all Necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may Require.
- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this Contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operation – No start before 7 A.M. and complete by 7 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e. Sundance, Arts Festival).

- F. The Service Provider is responsible for providing all customer service functions including informing customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include, with the proposal a copy of their customer service standards.

VIII. Successful Service Provider Performance Requirements

Monthly Reports

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total Volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

IX. Complaints

Acceptance of Service Provider's work will be determined by the Public Works Operations Manager or his/her designee. Work shall be completed in a responsible manner in accordance with the Contract terms. All complaints must be reported to the Public Works Operations Manager on the date of occurrence. A written or electronic report shall be filed with the Manager. The report shall contain:

- Service Provider's Identification Number
- Date and time of call
- Customer name, address, and phone number
- Type of complaint of service needed
- Service Provider's determination as to legitimacy
- Details of all complaints deemed legitimate
- Date, Time and action taken to resolve complaint
- Name of responsible contact at Service Provider's location regarding the complaint
- Failure to remedy the cause of any legitimate complaint within 24 hours of the customers call shall be considered breach of the Contract with the City.

X. Non-Performance

Non-Performance by the Service Provider will cause damage to the City by undermining the City's solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider Disagreements will be subject to the review resolution procedures provided in the contract.

XI. Action or Omission Penalties

- Commencement of commercial collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted. \$100.00 per incident
- Failure to collect spilled materials. Twice the cost of cleanup to the City plus \$1000.00 each incident.
- Leakage from Service Providers vehicles or vehicle contents. \$500.00 each vehicle, each inspection.
- Failure to collect any and all garbage and recyclable materials within one day after notification. \$250.00 each incident
- Collection as garbage of source-separated recycling. \$1000.00 per incident.
- Misrepresentation by Service Provider in records or reporting. \$1,500.00 per incident.
- Failure to make required reports on time. \$500.00 per incident.
- Failure to maintain clean and sanitary vehicles. \$250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the city the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

XII. Termination

City may terminate the Contract after serving 10 days written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

1. Defaulting in performance or is not complying with any provision of the Contract;
2. Endangering the performance of the Contract;
3. Failing to make satisfactory progress in the prosecution of the Contract; or
4. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider 14 days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

XIII. Performance Bond

The Successful Service Provider shall furnish a Performance Bond or Irrevocable letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of \$50,000.00.

XIV. Park City Municipal Standard Service Provider Agreement

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

XV. Information to be submitted

To be considered, 6 (Six) copies of the proposal must be received at the Park City Public Works Office, 1053 Iron Horse Dr., Park City, UT 84060 no later than **Tuesday, October 22, 2013 at 11:00 am.**

XVI. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

XVII. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

D. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

E. Park City Municipal Corporation reserves the right to change any dates or deadlines.

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

technicality in proposals received when in the best interest of the City.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

**AMENDMENT #1 TO
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT (this "Amendment") is made and entered into in duplicate this 1st day of DECEMBER, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY // REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company ("Service Provider"). City and Service Provider are referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties wish to clarify their understanding with respect to the Park City Municipal Corporation Service Provider/Professional Services Agreement entered into as of DECEMBER 1st, 2013 (the "Agreement").

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

1. ENFORCEMENT OF INSURANCE PROVISIONS

City agrees and acknowledges that Service Provider's failure to procure and maintain for the duration of the Agreement "Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence" (as set forth in Section 8(C) of the Agreement) shall not constitute a default under the Agreement, and City shall not terminate the Agreement or seek any remedy for nonperformance (including, but not limited to, specific performance) as a result of Service Provider's failure to maintain such coverage.

City further agrees and acknowledges that, consistent with Service Provider's internal policies, Service Provider shall not be required to provide City with certified copies of insurance policies pursuant to Section 8(E) of the Agreement; provided, however, that Service Provider shall provide certificates of insurance evidencing such coverage to City.

2. INCREASED LANDFILL FEES

The Parties agree that, in the event of increased fees relating to the disposal of waste materials by Service Provider at the landfill operated by Summit County, Utah, such increased fees shall be paid by the City; however, such increased fees shall in no event increase the not-to-exceed prices set forth in Section 1 of the Agreement.

3. INCORPORATION OF AGREEMENT; INTERPRETATION.

Except as specifically amended, modified, or supplemented in this Amendment, all other terms and conditions set forth in the Agreement shall continue in full force and effect. In the event of a conflict between any of the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed the day and year first hereinabove written.

CITY:

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

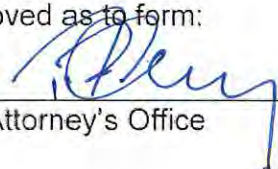


Diane Foster, City Manager

Attest:


City Recorder's Office

Approved as to form:



City Attorney's Office



[ADDITIONAL SIGNATURE APPEARS ON THE FOLLOWING PAGE]

SERVICE PROVIDER:

ALLIED WASTE SERVICES of NORTH AMERICA, LLC, a Utah limited liability company
4144 Atkinson Ave.
Park City, UT 84098

Tax ID#: 20-1838910
PC Business License# BL B-005238

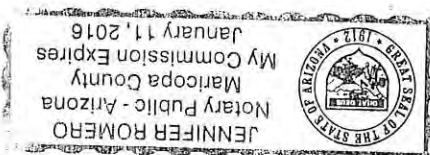
X Jeff D. Andrews
Signature

Jeff D. Andrews
Printed name

Vice President
Title

STATE OF ^{Arizona} ~~UTAH~~)
) ss.
COUNTY OF Maricopa)

On this 31st day of January, 2014 personally appeared before me Jeff D. Andrews, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the Vice President (title or office) of Allied Waste Services of North America, LLC, a Utah limited liability company.



Jennifer Romero
Notary Public

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

THIS SECOND ADDENDUM is made and entered into in duplicate this 5 day of December, 2016, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY//REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company, ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 signed and executed by the Parties on December 1, 2013, (the "Original Agreement").

WHEREAS, the parties entered into a PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT and Amendment #1 on December 1, 2013, (hereinafter "Original Agreement");

WHEREAS, the City desires to have Service Provider continue to perform municipal solid waste collection services for the commercial and business sector within the Main Street area within the terms of the Agreement per the Agreement's extension provision and to add the definition and terms of the Annual Increase as stated below.

WHEREAS, This Second Addendum is to exercise the option to renew for an additional three (3) years of service beginning December 1, 2016, terminating on November 30, 2019.

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The parties agree that the Original Agreement shall be extended for an additional three (3) years beginning December 1, 2016 and expiring on November 30, 2019, (the "Extended Term").
- b. **ANNUAL FEE INCREASE.** Effective as of December 1, 2016, and each December 1st thereafter during the Extended Term, Service Provider shall increase the rates for basic service in an amount equal to the percentage increases in the Garbage & Trash line in the CPI for Urban Consumers (CPI-U) U.S. City Average (Table 3), Unadjusted percent change, as published by United States Bureau of Labor Statistics (www.bls.gov). Rates will be adjusted using June of prior year to June of current percent change, Garbage & Trash index with a 1%

Revised 9.14.16

minimum and a 3% maximum. This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Agreement period. The total fee for the Project shall not exceed per annum Seventeen Thousand Dollars (\$17,000) for City Facilities and Sixty Eight Thousand Dollars (\$68,000) for HPCA Main Street Area.

2. **OTHER TERMS.**

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

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

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480





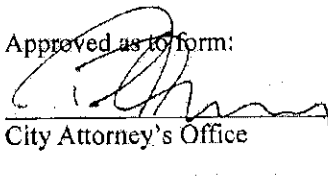
Diane Foster, City Manager

Attest:



City Recorder's Office

Approved as to form:



City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES of NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES of SUMMIT COUNTY/REPUBLIC SERVICES of SUMMIT COUNTY, a Utah limited liability company

4144 Atkinson Ave.
Park City, UT 84098

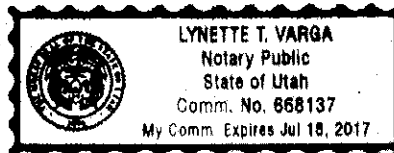
Tax ID#: 20-1838910
PC Business License#: B-005238

OLIVER DIBBUEE
Printed Name

[Signature]
Signature

GENERAL MANAGER
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)



On this 2nd day of December, 2016, before me, the undersigned notary, personally appeared Oliver Dibbuee, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as General Manager (title) for ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY/REPUBLIC SERVICES OF SUMMIT COUNTY, a Utah limited liability company..

[Signature]
Notary Public

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

THIS THIRD ADDENDUM is made and entered into in duplicate this 13 day of April, 2020, with a retroactive date of December 1, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company d/b/a ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF SUMMIT COUNTY, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on December 1, 2013, as amended by Amendment #1 executed by the parties on December 1, 2013, and the Second Addendum executed the by the parties on December 5, 2016.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on December 1, 2013, (hereinafter “Original Agreement”);

WHEREAS, the parties entered into Amendment #1, on December 1, 2013, (hereinafter, “Amendment #1”, addressing insurance requirements, and landfill fees; and

WHEREAS, the parties entered into a Second Addendum on December 5, 2016, (hereinafter, “Second Addendum”), extending the term for an additional three (3) years, terminating on November 30, 2019; and allowing for an annual fee increase for basic service; and

WHEREAS, part of the scope of services is for Service Provider to provide solid waste removal for certain City facilities, and for the Main Street Business Improvement District; and

WHEREAS, the term of the Original Agreement, Amendment #1, and the Second Addendum ended on November 30, 2019; and

WHEREAS, the parties desire to extend the term and continue removal of solid waste until an updated services provider procurement request for qualifications can be released.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement, Amendment #1 and the Second Addendum as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Original Agreement, Amendment #1 and the Second Addendum shall be extended to a termination date of June 30, 2020 (hereinafter the "Additional Extended Term").
- b. **PRICING INCREASE.** Effective December 1, 2019, and for the duration of the Additional Extended Term, Service Provider can bill the City up to an amount not to exceed **SEVENTEEN THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS (\$17, 987.00)** and the Business Improvement District up to an amount not to exceed **FIFTY TWO THOUSAND EIGHT HUNDRED NINETY SIX DOLLARS (\$52,896.00).**

This increase is outside of any price adjustment needed to capture increased costs due to volume or landfill cost increases using the same cost adjustment measures used during initial Service Agreement period.

2. OTHER TERMS.

All other terms and conditions of the Original Agreement, Amendment #1, and the Second Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Third Addendum is a written instrument pursuant to Section 23 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

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

DocuSigned by:

Matt Dias

Matt Dias, City Manager

Attest:

DocuSigned by:

Michelle Kellogg

E5F905BB533F431...

City Recorder's Office

Approved as to form:

DocuSigned by:

Margaret D. Plave

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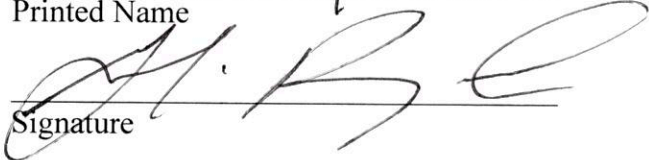
City Attorney's Office

SERVICE PROVIDER:

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC, a Delaware limited liability
company d/b/a ALLIED WASTE SERVICES OF
SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY

4144 Atkinson Ave.
Park City, UT 84098
Tax ID#: 20-1838910
PC Business License #:B-005238

Gordon Raymond
Printed Name


Signature

GM
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__ , before me, the undersigned notary, personally
appeared _____, personally known to me/proved to me through
identification documents allowed by law, to be the person whose name is signed on the
preceding or attached document, and acknowledged that he/she signed it voluntarily for
its stated purpose as _____ (title) for ALLIED WASTE
SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company, d/b/a
ALLIED WASTE SERVICES OF SUMMIT COUNTY//REPUBLIC SERVICES OF
SUMMIT COUNTY.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 13 day of April, 2020, at 5th County Utah (insert State and County here).

Printed name

Gordon Raymond

Signature:

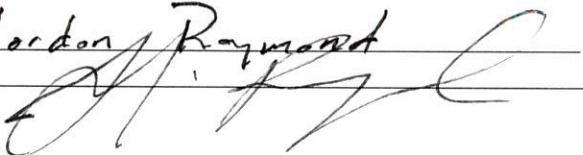
A handwritten signature in black ink, appearing to read "Gordon Raymond", written over a horizontal line.

Exhibit B

Overview of Waste Management Plan for the Main Street Business Improvement District

10/2/2019

Prepared by Alison Kuhlown (independently as a PCMC consultant, prior to becoming ED of HPCA)

Outline

Introduction

Background

Analysis for Future Contracts

Additional Efforts Required

Recommended Trash and Recycling Procurement Process

Next Steps

Introduction

In 2007 Park Municipal Corporation (PCMC) created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District. The trash and recycling needs in Historic Park City are significant and individual to each business. The BID and PCMC strive to provide trash and recycling services as efficiently as possible while still meeting the service needs of the 253 businesses holding licenses within the area coupled with providing a beautiful and clutter free streetscape. Republic Services is the current trash provider for the BID and the contract providing trash services expires on November 30, 2019.

The following provides an extensive background of the services provided to date along with research and projected services needs and enhancements for the next five (5) years.

Background

Main Street Trash History

Prior to 2006, Summit County provided trash services to both residential and commercial properties in Park City boundaries. In 2007, Summit County chose to issue a residential hauling contract to Allied Waste (DBA Republic Services) and did not pursue commercial trash service operations. This opened the commercial hauling market such that each commercial entity could contract with the individual trash hauling entity of its choosing. Due to the lack interior storage space and exterior property by most businesses, common trash dumpsters were the most efficient way to provide waste service for businesses.

In 2007, the Main Street Business Alliance (DBA Historic Park City Alliance) petitioned for Business Improvement District (BID) approval to create an entity that could enter into and administer a solid waste contract or contracts and recycling contracts. Upon adoption of the BID in 2008, PCMC became a fee collection provider and signed a service contract with the HPCA to administer the BID with the following scope excerpt related to trash:

Provide communication to Main Street area businesses regarding trash services for the Main Street Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. Work with City staff to develop a recycling program to accompany the solid waste management efforts.

PCMC also amended their Business License Code to require the following:

In addition, the City's revised Business License Ordinance requires that all businesses within the boundary of the BID have a current account in good standing with the City's designated commercial solid waste removal service provider (currently Republic Services). Businesses which receive solid waste removal service or use the communal dumpsters and are not contracted with Republic Services will not be able to renew a business license or receive one anew until the business can produce evidence of an account in good standing with the chosen service provider.

The annual business license renewal process occurs by 9/30 each year and is the only time the City can assist with past due accounts.

Three service options are available to businesses in the BID for trash removal at their location:

1. Setting up a private contract with the selected Trash Provider for independent service via street-side accessible totes,
2. Setting up a private contract with the selected Trash Provider if independent service via a contract for a private dumpster on private property location with service provided by the selected Trash Provider; or
3. Participate as part of a communal pool of merchants (using “shared dumpsters”) on public property whose trash fees are assessed annually and billed monthly via a nationally standardized formula.

Current Trash Provider Contract

Republic Services secured the current contract for waste removal for the Main Street BID in November of 2013. The second three-year term of the contract expires November 30, 2019. While the contract allows for additional extensions provided both parties extend upon mutual agreement, the contract with Republic Services is between them and Park City Municipal Corporation (PCMC). The contract further allows for the service provider to address other PCMC needs. PCMC follows a State mandated procurement policy that requires a new solicitation of services through issuance of an RFP or RFQ when contracts expire.

The existing contract contains a cost schedule that outlines costs per size of container and number of days of service per week. These costs are established and fixed for all members of the BID no matter which of the three trash removal options they use. Each November the HPCA’s Trash and Recycling Committee reviews the actual cost of service and anticipated needs for the upcoming contract year. If a rate increase is needed to cover the increased service or increase in county dump tipping fees the Committee makes a recommendation to the HPCA Board. The Board’s final recommendation is implemented beginning December 1 of that year.

The aggregate cost for the common area dumpsters is divided among all those who use the dumpsters. A formula is set for types of businesses based on their type of use and square footage. The factor is multiplied with the gross square footage of the entire business, not just service area, to calculate the percentage of the total monthly bill for the common dumpsters each individual business pays. The rate per square foot is assigned to the various business type categories, based on the average amount of trash generated by that category (that rate was determined by a national standard). There is a need to allow businesses not meeting the standard business type categories to apply for an evaluation of their anticipated trash generation. These uses can include, but are not limited to theatres, museums, event venues, etc.

<i>Business Type</i>	<i>Factor</i>
<i>Lodging</i>	1
<i>Professional Office</i>	1
<i>Restaurant</i>	8
<i>Retail</i>	1.66
<i>Gallery</i>	1
<i>Theatres, museums, event venues and similar uses.</i>	Trash and Recycling Committee evaluation

Annual trash fees for the commercial contract with the trash provider are divided among everyone who currently uses the commercial dumpsters or compactors provided in the District. The monthly bills do fluctuate based upon the number of businesses active in the area and if the dumpsters require additional trash pick-ups due to increased production of trash by businesses. This typically occurs during Sundance Film Festival and peak winter weekends.

Businesses do have the choice to opt out of the commercial pool by having an individual account for street-side totes or their own private dumpster on private property. Over the course of the current contract, the HPCA reduced frequency of service to the common dumpsters, saving businesses money.

Residential Properties in Main Street BID

Summit County provides trash service to residential properties and charges for the service through property tax bills. Currently there is no remittance to HPCA from Summit County for residential uses (not lodging) that utilize the common dumpsters. Based on the current numbers of residential units within the BID, this type of use is not a significant generator of trash in the area. PCMC's Business License Specialist disagrees with this current practice and recommends nightly rentals within the BID be treated the same as other business within the BID since nightly rentals are a commercial use

Trash and Recycling Committee

The Trash and Recycling Committee, a sub-committee of the HPCA, is responsible for overseeing day to day implementation of the contract between its members and the Trash Provider for trash removal in the district, including billing. Additionally, the Committee is separately responsible for interface of PCMC related to the BID Scope. The Trash and Recycling Committee additionally monitors the mobile recycling center and works to maintain a steady income source to continue the recycling service. The Trash and Recycling Committee meets approximately four times a year.

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize the common dumpsters and compactors for the collection of waste and cardboard. There are approximately 22 businesses that utilize either individual totes or private dumpsters for their individual waste collection. By PCMC ordinance, these businesses are responsible for bringing the containers to the curb at end of business, collecting them in the morning and storing and enclosing them on private property.

Two cardboard recycling dumpsters are in Swede Alley that are serviced by the trash service provider and costs are included within the fees for the common service.

Billing

Billing of businesses within the Main Street BID for trash services are the responsibility of the Trash Provider. All but 16 businesses are billed monthly for trash services; those businesses are either billed quarterly or annually due to the small volumes of trash.

When billing those participating in the common dumpster program, the Trash Provider estimates the total number of pickups for all containers on an annual basis. The total cost is distributed as a set monthly amount billed, versus providing the businesses with fluctuating monthly bills. The Trash Provider provides the HPCA with a monthly accounting of the total collected versus estimated annual costs. Any differences owed at the end of an annual term are either paid or negotiated into the next year's billing. The HPCA, as the BID service provider is responsible for paying any fees or keeping updated financial records identifying any balance.

Franchise Fee

A Franchise Fee was developed and implemented in August 2010 to collect funds to pay for a supplemental Recycling Program. The Trash Provider charges the Franchise Fee on each trash bill and remits the funds to the HPCA to procure recycling services. The current Franchise Fee rate is 30% of gross revenues of the shared containers and 10% of gross revenues from the individual containers.

Between 2010 and 2016, the HPCA reimbursed merchants who individually contracted for their own recycling efforts to meet their specific needs outside of the program provided by the HPCA. In 2016 the Board voted to eliminate the reimbursement program due to the limited number of businesses requesting reimbursement. Over the six years, a total of \$6,863 in franchise fees were reimbursed to a total of 18 businesses.

For the service of collecting and remitting the Franchise Fee, the HPCA reimburses the Trash Provider \$100 per month. These costs are invoiced as a deduction from the franchise fee monthly reimbursements to the HPCA.

Mobile Recycling Center

In 2009, the HPCA began a service contract to provide recycling with the Mobile Recycling Center. The program provides Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck fixed pick up at nine different locations on Main Street. The service is scheduled two days a week during the "shoulder season" and three days a week during "peak season." Shoulder season is defined as the Monday after the weekend that follows Labor Day through week before the weekend before Christmas; April through last weekend in June. Peak season is defined as the weekend before July 4th through weekend after Labor Day; weekend before Christmas through end of March

The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any BID member. The total collection in 2018 of recyclables through this program was 136.9 tons.

Good Earth Recycling is the current service provider and is operating under a month to month extension of a contract signed with the HPCA in 2012. At this time the annual Franchise Fee collected

does not cover the entire annual cost of the contract with Good Earth Recycling. The funds to cover the difference are drawn from overages charged by the Trash Provider. The Trash Provider remitted these funds to the HPCA and

Current Collection and Disposal Services

22 businesses use a private contract with the provider and store their own containers (toters) on either their private property or within their business. Almost all these businesses are located on the west side of Main Street and do not have access to a secondary alley behind their businesses. Businesses can receive service to the toters seven (7) days of week.

There are 12 contracts with the trash provider for front and rear load dumpsters on private property. These can receive seven (7) day a week service.

Approximately 85 businesses utilize the common dumpsters for their trash. The containers used are a combination of frontload containers and compactors. Frequency of pick-ups varies depending on the time of year. Two cardboard recycling containers are available for use and are included within the current trash contract. A third cardboard container is now located in the Brew Pub Parking Lot to address the recent large volumes.

Common Dumpster Sizes and Pickup Frequency

Container	Days of the Week	Months	Days of the Week	Months
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
4-yard	T, R and Sat	April - November	-	December - March
8-yard cardboard	M, W and F	April - November	-	December - March
8-yard	None	April - November	M and R	December - March
Compactor 1	F	April - November	M and F	December - March
Compactor 2	F	April - November	M and F	December - March
Cardboard Compactor	On call	April - November	On call	December - March

Enhanced Services

Due to fluctuations in the economy, snowfall, and other factors, there is a need for extra capacity and services to the common containers. These requests typically occur January through March and average 12 a year. The requests in 2019 are as follows:

January	01/28/19	February	02/18/19	March	03/04/19	April	04/01/19
	01/28/19		02/18/19		03/04/19		
	01/29/19				03/20/19		
	01/31/19				03/20/19		
	01/30/19				03/25/19		

Event Trash Needs

The Sundance Film Festival, Kimball Art Festival and Tour of Utah all require additional containers to meet the trash needs for the event. These containers are ordered in coordination with Park City Municipal and the event organizer.

The trash impacts from the events cause an increase in disposal costs that was shouldered by existing, year-round businesses in the past. Park City Municipal now requires, through their convention and sales (temporary business) license process for any businesses licensed exclusively during the timeframe of the event to pay a flat fee of \$100 which is collected by the trash provider. Recent changes to licensing during the film festival results in a significant budget increase for the HPCA to help offset impacts from the festival.

Event Disposal Costs Example. Sundance Film Festival 2013 – 2015.

<i>Common Dumpsters Monthly Service Fee</i>			
	<i>January</i>	<i>February</i>	<i>March</i>
<i>2015</i>	<i>\$10,862.36</i>	<i>\$6,549.76</i>	<i>\$7,270.40</i>
<i>2014</i>	<i>\$10,932.75</i>	<i>\$4,705.75</i>	<i>\$4,911.50</i>
<i>2013</i>	<i>\$7,516.45</i>	<i>\$4,452.03</i>	<i>\$5,134.03</i>

<i>Average Cost for February and March</i>	<i>Difference</i>
<i>\$6,910.08</i>	<i>\$3,952.28</i>
<i>\$4,808.63</i>	<i>\$6,124.13</i>
<i>\$4,793.03</i>	<i>\$2,723.42</i>

During this period there were 121 businesses paying into the shared dumpsters incurring an additional cost between \$2,700 and \$6,000 annually to cover the increased trash service during January. This amount was calculated taking the average of February and March and subtracting it from January disposal costs.

Analysis for Future Contracts

Current service needs and issues, existing demand, and projected waste growth needs to be determined in order to develop and solicit for trash, food waste and recycling services.

Overview of Process

During the development of this document, each local recycling and trash provider was contacted and spent time outlining their current thoughts on the existing trash and recycling systems for Main Street and ideas about how meet future needs.

Time was also spent with Tom Bradley, Park City Mountain Regional Environment Manager, Carolyn Warra, Mary Closser and Troy Holding, Recycle Utah, Julie Schultz and Madelyn Carter with Deer Valley Resort. Understanding their operations and challenges gave further insight into the ongoing education and monitoring needed to ensure a successful operation.

The best model identified that could translate to the needs of Main Street is the Park City Mountain Resort Canyon's Village program. The variety of commercial uses and seasonality of the workforce help with understanding how to scale a similar program can be scaled to meet the merchants' needs.

The survey sent to the merchants received only 27 responses. Knowing that it represents a small percentage of the merchants, it does give a glimpse as to some of the reasons behind recycling and waste diversion. Many agreed that space to store recyclables is a key issue as to what prevents them from recycling more. This can be addressed with frequency of services, which may result in a higher cost program. Cost of services followed space and frequency issues as a concern.

The information gained through this process provided insight into the following areas and led to the recommendations included.

Current Frequency and Issues – Projected Frequency

In 2019 there were five (5) extra pickups in January; two (2) in February; five (5) in March; and one (1) in April. Both the dumpster in the Brew Pub Lot and the cardboard container behind Firewood are the two that constantly overflow. At this time the trash provider does not service the containers on Sunday because the Summit County landfill is closed, resulting in many issues including a frequent overflow Saturday night/Sunday morning during peak weekends.

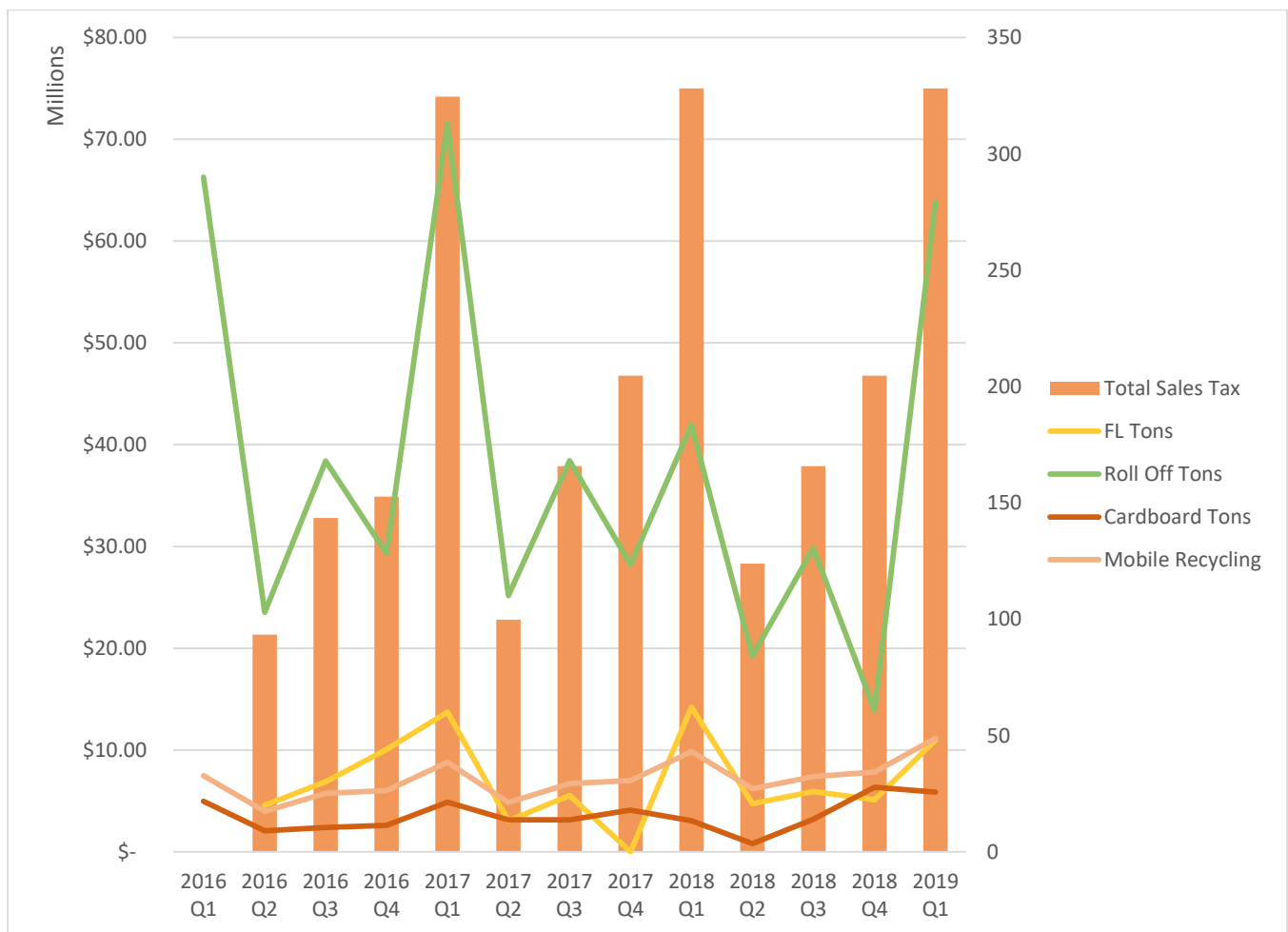
Given the data we currently understand, the following statements correct and be used as guidelines in the development of a final waste management plan.

- Additional capacity and/or frequency of pickups at both the Brew Pub Lot and Firewood containers is needed for the 19/20 season.
- A pilot program or first phase of a recycling and/or food waste program could immediately benefit the current trash overflow in this area of the street.
- Sunday service at the County landfill would address most of the ongoing capacity issues.

- Accommodation of additional trash and waste receptacles in the Brew Pub Parking Lot outweighs the loss of parking spaces in the area on a short-term basis.
- To meet PCMC Code, all dumpster enclosures need to be enclosed.

Volume Estimates

The attached graph shows the trash volume by quarter from 2016 to spring of 2019. The information is shown against the sales revenue growth for Main Street during the same time. The recycling numbers shown are for Good Earth Mobile Recycling pickups. Approximately 26 businesses contract with private providers for pickup of materials from food waste, plastic, glass and cardboard. There is not enough specific tracking by the private providers to add the materials they collect in an overall volume estimate of waste for the District.



For the purposes of the graph, only the tonnage of the common receptacles was included since this is the focus of the efforts. Finally, the waste tonnage is not listed for those businesses that use toters and front/rear load dumpsters.

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The

future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement, nor can it predict the amount of recyclables.

Recyclable Materials

The recycling providers in this area unanimously agreed that the top three items to recycle are cardboard, glass and food waste. While plastic and metal are items that can be recycled, efforts focused on the top three recyclables generated in the area in the first phases have the greatest ability to reduce the cost of waste removal since they take up a greater capacity and weigh the most. When comparing the recyclable materials generated by Main Street Businesses, diverting cardboard from the landfill provides the greatest relief of greenhouse gases with diverting food waste as second. Glass diversion will not provide a significant reduction in greenhouse gases; however, it will reduce trash disposal costs.

Food Waste

The type of food waste produced is impacted by several factors. There is a difference between waste generated back of house versus front of house and can vary depending on the type of cuisine served. The equipment to store the different types also differs. Businesses who utilize one-use items may use either biodegradable or compostable materials. This can be a major issue depending on how the service provider disposes of the materials.

Instituting a food waste program should be phased and should begin with restaurants interested in participating. Since food waste is not generated by all business types the contract for disposal may provide a set rate for businesses within the district versus distributing the entire cost to all businesses.

Single Stream Containers

Single Stream Recycling refers to a system in which all kinds of recyclables such as cardboard, glass and metal etc. are put into a single bin. This type of collection ensures the ability to recycle the greatest amount of material, if the bin is not contaminated.

Contamination

The biggest cause of contamination is education. With the seasonality of employment on Main Street, keeping all employees informed as to what is and what is not recyclable is needed. Keeping the bin size for recyclables smaller and placing them more frequently reduces the number of businesses using each receptacle. This could make it easier to find the business and/or employee that needs additional education.

Removal of Parking

The common dumpsters are located on public property and all, but one has been in place for five (5) years. The HPCA is aware that a new trash and recycling program may require use of existing parking spaces. Any elimination of parking in the Main Street area is felt by the merchants; it is one less place for an employee or customer to park in a system whose capacity cannot handle current or increased demand.

In the past the HPCA supported the removal of parking for programs like the outdoor dining decks. The Board weighed the loss of parking against the benefits of increased vibrancy and positive atmosphere they bring to the district.

Regarding trash and recycling containers, the HPCA will consider relocation and new placement for collection containers. Factors that would justify parking removal include reduction of distance between businesses and containers and increased ability to screen the containers.

Use of Public Property

The closer recycling containers are to businesses the more frequently they will be used. Many businesses have found they can divert most of their waste from the landfill by contracting with recycling providers to service their own individual recycling containers.

When a business does not have space on their property to place recycling containers, the City will consider placement on public property. Factors such as walkways, ability to screen the containers, percentage of waste diversion and cleanliness are part of the review process. Developing an administrative review process, like the dining decks, can encourage businesses to make the extra effort to recycle more of their waste.

Ease versus Cost

The HPCA Trash and Recycling Committee recognizes the ultimate waste management plan will need to balance the cost of the program with the ease of participation. Ease of the program results in higher rates of participation which translates to diversion of reusable waste from the landfill.

Ease of a program needs to address the following factors:

- Education of employees
- Distance of containers/pick-up location for recyclables from each business
- Container selection

The common containers in Swede Alley are outlined on Exhibit A and include the frequency and stops made by the Mobile Recycling Center. The current placement of common containers is no greater than four-hundred feet (400') from the businesses who use them. When approaching a new trash and recycling program, the method by which the materials are transported to Swede Alley needs to be evaluated. Many current containers leak and leave grease marks along the sidewalk.

In 2009 the HPCA did investigate curbside pick-up but decided against it since they didn't want the unsightliness of bins left overnight for morning pickup. Park City's heavy snowfall also makes curbside pickup a logistical nightmare.

The Mobile Recycling Center program provides ease of recycling to businesses with a smaller number of recyclables. Green Earth Recycling, the current operator of the Mobile Recycling Center has been asked to apply through the RFQ process. Their services will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

Diversion versus Cost

The Historic Park City Alliance wants a program that prioritizes sustainability and maximizes resources. The resources include reuse of materials to an extent that the diversion of recyclables and food waste reduces the amount of trash entering the landfill, thereby extending the life of the landfill. However, cost is the one factor that will impact diversion rates the most.

Currently recycling rates are three times the cost of tipping fees at the landfill. Increased diversion will cost the merchants more than disposing of all waste in the trash. The survey responses showed 65% of the merchants (27 responses) would pay more for recycling services. Being a good steward to the environment was the most significant reason people listed as their desire to recycle more. The survey showed most of the respondents would be in favor of a 10% to 20% increase in their disposal bill to accommodate increased recycling.

Cost Distribution

Regarding trash, those businesses who have individual contracts with the Trash Provider will be charged set rates as outlined in future contracts. As for the common area dumpsters, the recommendation is to divide the cost among all those who use the dumpsters. The current formula remains relevant and remains set for types of businesses based on their type of use and square footage.

<i>Business Type</i>	<i>Factor</i>
<i>Lodging</i>	1
<i>Professional Office</i>	1
<i>Restaurant</i>	8
<i>Retail</i>	1.66
<i>Gallery</i>	1
<i>Theatres, museums, event venues and similar uses.</i>	Trash and Recycling Committee evaluation

Since trash fees are distributed among those who use the containers, businesses who divert more waste from the landfill through an individual contract with a recycling provider use the trash containers less. It then leads to the need to reduce that business's trash bill if they are part of the common dumpster program. Development of a process to track the recycling from these businesses is

key to being able to offset their trash costs to help subsidize their own cost for an individual contract to recycle.

There are two driving factors that will determine how the overall cost of the program is shared by each merchant. The first is the imbalance between encouraging high waste diversion rates and the individual service needed to accomplish those goals.

Recycling costs, in locations where businesses are utilizing shared containers, the formula would be the best guideline to calculate the percentage of the total cost for the service(s).

Incentive Structure

While the merchants are willing to see a small increase in cost for disposal services, the percentage increase may not meet the goals of Park City Municipal and the City Council. An incentive structure that absorbs the increase cost of recycling a greater amount of material is the best way to meet the goals and needs of both organizations.

Additional Efforts Required

Service providers can address all the issues outlined in the analysis, however there are some factors not under their control, that if left unattended success of the program could be compromised.

Sunday Operations at the Summit County Landfill

The amount of trash generated is highest on the weekends and Sunday is often the day the dumpsters overflow. The Summit County landfill is closed on Sunday preventing the trash provider from servicing these containers. Trash cannot remain overnight in a truck and costs to haul it to another landfill are costly and not sustainable.

Starting discussions with Summit County during their budgeting process could allow for a quicker solution than waiting for countywide demand for Sunday service.

Extend Republic Services Contract

Service providers and knowing new contracts may ask merchants to change habits, it's been determined that the best time to implement a program is in the spring. There is not adequate time for new program education with the timeline for contract negotiation and approval to start this winter season.

There is an option to extend the current contract with Republic Services until April 30, 2019. This can only be done upon mutual written agreement by the parties. The Committee felt this was necessary to allow for a May 1, 2020 start for new contracts.

Screening of Trash and Recycling Containers

There needs to be an administrative process in place for review and approval of appropriate screening of private trash and recycling containers behind buildings, even when City property is used. An

administrative process like the dining decks, outlining the terms of use of City property could allow for additional locations of recycling containers.

Recommended Trash and Recycling Procurement Process

Use of an RFQ to solicit information from service providers is recommended. Outlining all the terms of a contract through an RFP is difficult due to the complexity of the services and frequencies needed, along with the collaboration needed between trash and recycling services needed to produce the final plan. The terms of the contract will be negotiated after the service provider(s) are chosen.

City Council Input

The next step in the process is for the City Council to determine either the percentage offset the City is willing to incentivize for recycling within the Main Street Bid or the percentage diversion goal.

RFQ – Request for Qualifications

This contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

The second element of the process requests proposers provide an additive alternative proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;
- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.

The primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two additional, two-year extensions.

Outline of Services Requested

The RFQ asks the submitter to address the following elements of their or suggest an alternate solution.

Trash Service

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays
- Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and toter/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and toters for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations
- Supply both me front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Trash and Recycling Services During Events and Peak Days

- The Service Provider will supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up

- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City

Additional Issues to Address

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season (quarterly) and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

Description of Service

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

HPCA Responsibility within Contract

The HPCA maintains a contract with Park City Municipal to provide communication to Main Street businesses regarding trash services for the Park City Historic Business Improvement District (BID) and work with City staff to evaluate the program, specifically related to renewal of the service contract with the solid waste hauler. The HPCA is also responsible for working with City staff to develop a recycling program to accompany the solid waste management efforts.

The HPCA will keep a current list of businesses within the Main Street BID that is informed through communication with the Park City Municipal Business License Manager as well as frequent visual assessments of the District.

The HPCA will provide the contractors providing trash and recycling services to the District with an immediate update of either a new business or exiting business as soon as it is known.

PCMC Responsibility within Contract

The Business License Manager will update the HPCA on a scheduled basis of any new or existing businesses on Main Street.

Park City Municipal is responsible for monitoring the common waste receptacles and will notify the HPCA and contractor if an unscheduled pick-up is needed as well as will maintain the cleanliness of the floor area surrounding the waste collection containers.

Park City Municipal will provide the selected providers with an annual events schedule that includes street and parking lot closures that could impact waste removal.

Joint HPCA and PCMC Responsibilities

Both organizations will work together to analyze trash impacts from events and determine if additional cost recovery methods are needed. Both organizations will also develop a process to determine the waste generation factor for businesses that do not meet the standard type of categories such as restaurant, retail, gallery, etc.

Next Steps

To keep the process of selecting a trash and recycling provider(s) moving forward the following actions need to take place and are given a rough timeline as well.

Extend the Contract with Republic Services

The sooner the contract can be set for the 2019/20 winter the more time can address the current capacity and frequency needs for the area.

Issue RFQ

Finalize internal City review for the RFQ and issue the document that outlines both trash and recycling needs for the district.

Identify RFQ Selection Committee

Members of the HPCA's Trash and Recycling Committee should be considered along with Main Street businesses that currently recycle a large amount of material, along with one who is minimally recycling. Representatives on the committee should also be comprised of at least one business who utilizes each of the three services needed in the area; common containers, toters and private dumpsters. Representatives from the resorts' sustainability departments may be helpful during the selection process due to the size and scope of their programs.

Mandatory Pre-submission Meeting

Due to the complexities of the district and services needed, a mandatory pre-submission meeting shall be held to outline the current services and billing structure.

Selection of Providers

The selected trash and recycling provider(s) for the area had provided a narrative as to the services and performance measures they would meet. Collaboration between the service providers will be necessary to make sure the plan for the start of services on May 1, 2020 is set.

Merchant Plan Review

As the final plan and terms of the contract are finalized, several public meetings among the merchants shall be held to make sure all issues have been identified.

Contracts Signed

Once the final plan is set, each provider will sign a service provider contract with the City to begin performing services on May 1, 2020.

Conclusion

The ability to provide one type of trash and recycling service for the business district and still meet the needs of the merchants is impossible. From the business type, location, storage space and even cuisine served, require specific needs to increase the amount of waste diverted from the landfill.

By allowing the service providers to outline their ability to meet the needs of the Main Street merchants, the greatest flexibility remains. Flexibility will be needed when evaluating the proposals, final incentives, and cost sharing.

The City can most affect the amount of recycling materials diverted from the landfill by subsidizing the cost of recycling so the cost of disposal of recyclables is like that of trash disposal.

Exhibits

Exhibit A - Existing locations of common containers

Exhibit B - Common Container Distance Analysis

Exhibit C - RFQ

Exhibit D - Map of properties and types of trash receptacles provided by trash provider

[Exhibit E - Sample Data Sheets outlining current billing system](#)

Exhibit A

Existing locations of common containers

Historic Park City Trash and Cardboard Recycling Locations



Across from Transit
Center
Trash and Cardboard
Recycling Compactors



China Bridge Parking
Garage
Trash Compactor



Behind 314 Main Street
Trash



Behind Firewood
Cardboard Recycling



Brew Pub Parking Lot
Trash Dumpster



Mobile Recycling Center

The Mobile Recycling Drop-off Center accepts sorted cardboard, paper, plastic, aluminum, metal, polystyrene and glass (wine box size amount) from any business in Park City's Business Improvement District. To address large glass recycling needs please contact Curb-It Recycling at (435) 901-2568 or Good Earth Recycling at (435) 633-0272.

Dates of Service for the Sundance Film Festival: January 13, 15, 16, 17, 18, 19, 20, 22, 24 and 27.

Times and Locations:	Uptown Fare, 9:55 -10:05 am	Yuki Yama, 11-11:15 am
	The Egyptian, 10:05-10:25 am	Silver Queen Hotel, 11:15-11:30
	Bistro 412, 10:25-10:35 am	Collie's, 11:30-11:40 am
	Shabu, 10:35-1045 am	Butcher's, 7th Street 11:40-12 noon
	Pizza Noodle, 10:45-11 am	

Exhibit B

Common Container Distance Analysis

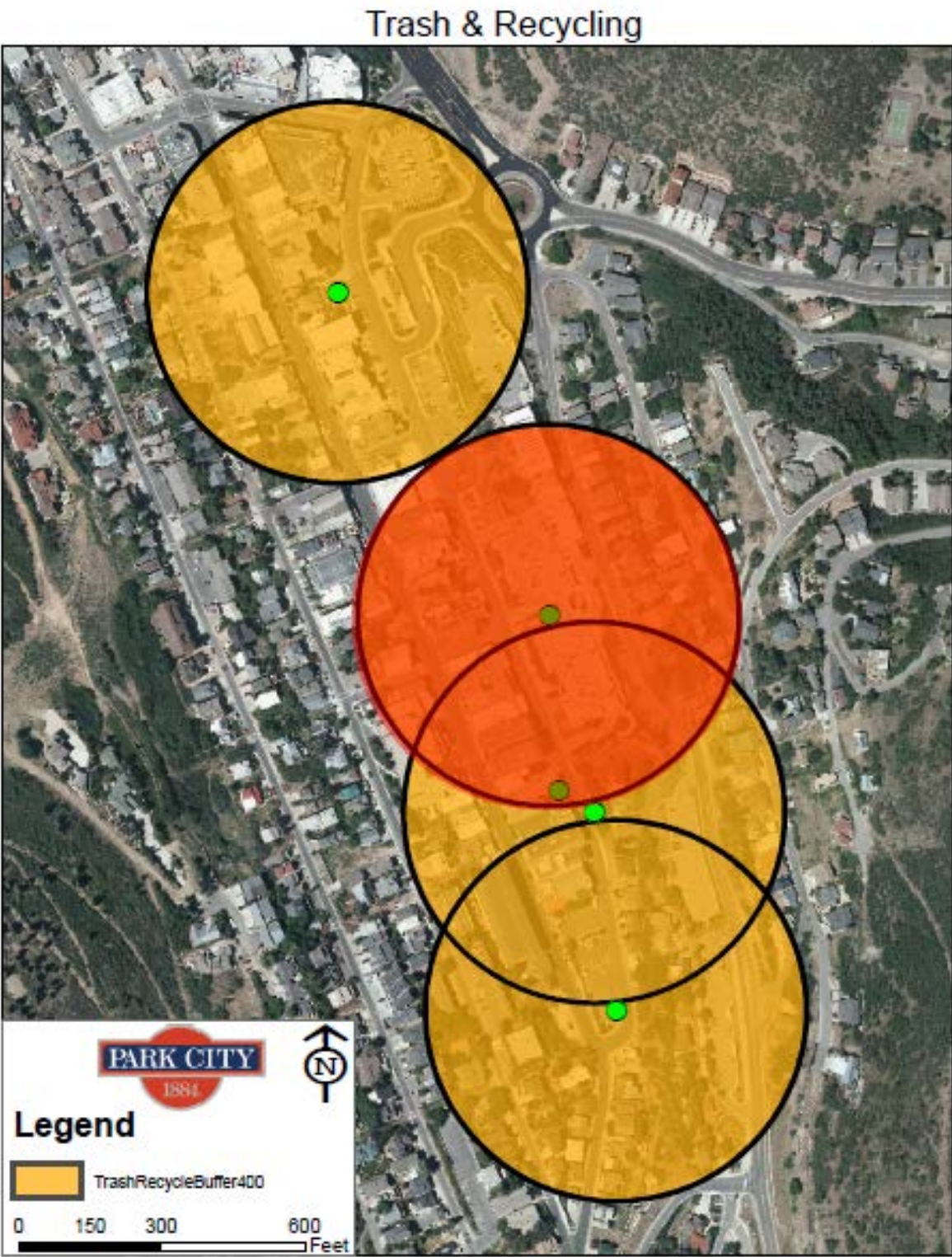


Exhibit x

DRAFT WORKING COPY ONLY

RFQ

Park City Municipal Corporation



REQUEST for QUALIFICATIONS

for

Recycling and Trash Disposal Services for the Main Street Business Improvement District

Issue Date: XX XX, 2019

Submittal Due Date: XX XX, 2019

QUALIFICATIONS DUE:

4:00 p.m., XX, XX XX, 2019

Email Delivery: Xx email

A response confirming receipt will be sent.

PROJECT NAME:

Recycling and Waste Services for Main Street BID

RFQ AVAILABLE:

xx, xx xx, 2019, at www.parkcity.org or via email from
[xx](#)

PROJECT ADDRESS:

[Main Street Business Improvement District](#)

OWNER:

Park City Municipal Corporation

P.O. Box 1480

Park City, Utah 84060

CONTACT:

XX

Email

PRE-SUBMITTAL MEETING:

A non-mandatory pre-submittal meeting will be held at xx,
xx xx,2019

Park City Council Chambers

445 Marsac Avenue, Park City, UT

Please email xx if you plan to attend.

Register to Receive Future Correspondence and Announcements:

If you are interested in receiving future correspondence or announcements related to the Main Street Recycling and Waste Disposal Services RFQ process, please contact xx (see e-mail address above) and request that your name be placed on the list of interested parties. If you do not register as an interested party by xx, xx xx, 2019, you may not receive future correspondence or announcements related to this RFQ process.

II. Introduction

In 2007 City Council created the Main Street Business Improvement District (BID) to function as a mechanism for establishing a single service provider for commercial solid waste collection and provide business promotion for businesses within the District.

The Park City Municipal Corporation, in conjunction with the Historic Park City Alliance issued this Request for Qualifications (RFQ) to solicit proposals from companies interested in providing solid waste disposal and recycling services for commercial and municipal solid waste. PCMC's primary goal for the RFQ selection process is to obtain low-cost disposal and recycling services for handling the HPCA's solid waste for four (4) years with up to two 2-year extensions.

The services are scheduled to commence on May 1, 2020. The HPCA's solid waste tonnage was approximately 648.81 for the common receptacles which include collection of waste and cardboard. The tonnage collected from the approximate 20 businesses who have their own containers (toters/dumpsters) is unknown. There are a number of businesses who individually contract with a recycling and/or food waste provider. The amount of diversion from the waste stream provided through these contracts is unknown.

PCMC anticipates that this contractor procurement process will involve soliciting and evaluating proposals, entering into negotiations with one or more proposers, executing a contract with the selected contractor(s), and commencement of disposal services on May 1, 2020.

The project will consist of the following elements:

- Trash Removal Services
- Recycling Services

PCMC's Recycling and Waste Disposal procurement process includes two elements. Proposers can respond to either or both elements. In the first element, Trash Removal Services, proposers are asked to provide, among other items, a proposal and pricing for waste removal and landfill disposal services.

Proposers will be evaluated based on their initial proposed disposal rates and the customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees. The second element of the process requests proposers provide a proposal for recycling services, addressing waste collection beyond those considered for Trash Removal Services. It is anticipated that Recycling Service proposers may present enhanced material handling and processing services that it is interested in developing in the future and offering to PCMC.

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;

- Biosolids disposal for wastewater treatment biosolids; and,
- Other creative ideas presented by proposers.

Current Collection and Disposal Services

Approximately 100 commercial businesses utilize common containers for waste and two containers for the collection of cardboard. There are approximately 20 businesses that utilize either totes or dumpsters for their own waste collection. All these businesses are billed by the service provider.

Common Dumpster Sizes and Pickup Frequency

Container	Days of the Week	Months	Days of the Week	Months
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
8-yard	M and R	April - November	M, T, R, F and Sat	December - March
4-yard	T, R and Sat	April - November	-	December - March
8-yard cardboard	M, W and F	April - November	-	December - March
8-yard	None	April - November	M and R	December - March
Compactor 1	F	April - November	M and F	December - March
Compactor 2	F	April - November	M and F	December - March
Cardboard Compactor	On call	April - November	On call	December - March

In 2010, the current service provider for trash implemented a Franchise Fee to the monthly/quarterly bills for both those using the common receptacles and those who have their own. These fees are remitted to the HPCA to supplement the cost of the mobile recycling center.

The HPCA contracts with Good Earth Recycling to provide Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck which stops at nine different locations on Main Street two days a week during the “shoulder season.” The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any business in Park City’s Business Improvement District, the section of the city that includes Main Street, Swede Alley and a portion of Park Avenue. The total collection in 2018 of recyclables through this

program was 136.9 tons.

Mobile Recycling Center program will be reevaluated during this process and may be expanded, modified, or replaced to better address HPCA's to reduce the amount of waste disposed of at a landfill.

Future Impacts on Solid Waste Volumes

There is a strong correlation between the growth of sales tax revenues and waste produced. PCMC's Budget and Grants Department projects a continued increase in sales tax revenue for the City. The future diversion level and solid waste tonnage quantities will change over the term of the Future Agreement in response to various factors. Factors include, but are not limited to:

- The effects of the economy;
- Diversion programs/policies of the HPCA and PCMC
- The number and types of businesses;
- Participation levels of residents and businesses in various diversion programs;
- Changes in collection and processing strategies and methods;
- Rate-setting practices for collection services;
- Recent and future federal, State, and local regulations;
- Recycling and organic product market volatility; and,
- Changes in waste prevention, product design and packaging, technology, and more.

Given the number of factors and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the Future Agreement.

III. Scope of Services

The two different services require slightly different scope of services. Please review the tasks for each element listed below.

Main Street BID Trash Disposal Services

- Transport and dispose of Main Street BID trash at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service for both front load dumpsters and totes/kitchen cans on Sundays
- Ability to service totes and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups of front loads and tote/kitchen cans
- Ability for next day pickups of compactors
- Responsible for cleaning up around the trash containers at time of pick-up
- Service kitchen cans and totes for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations

- Supply both me front load containers made of metal or plastic, depending on what works best for each location
- Ability to provide a second pick up day of call by noon
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the waste removal program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

Main Street BID Recycling Services

- Transport and dispose of Main Street BID recyclables at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,
- Ability to provide service on Sundays when determined necessary
- Ability to service businesses during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup
- Holiday pick-ups when determined necessary
- Responsible for cleaning up around the recycling containers at time of pick-up
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up
- Ability to deliver additional containers on short notice
- Transparency and integrity of the recycling program
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City
- Ability to charge event vendors and/or temporary licensees for a set fee

Park City Municipal Trash

Collection of waste from containers at Park City Municipal buildings which would include but not be limited to Miner's Hospital; Library and Education Center; Park and Golf, PC MCARD, Public Works, Police and Ice Arena.

Additional Information to Address as Part of Scope of Service

Description of Service/Proposed Method

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience

providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

Litter Prevention

The RFQ need to outline protection of storm water and waterways from trash and litter along with how the service provider will contain the materials as they are transported.

Customer Service

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual business regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection and general environment and constraints of the area.

Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly.

Submitters for Recycling Services are asked to outline their preferred method of billing.

Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season and recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

Cost of Services

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gallons							
2 yards							

3 yards							
4 yards							
5 yards							
6 yards							
8 yards							
Compactor							
Other							

Percentage price increase/year after initial length of term

Education, Monitoring and Reporting

Understanding monitoring and education is key to success the RFQ asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFQ response.

Qualifications, references and experience

Outline the provider's qualifications, references and experience in providing services of similar size and scope, including operations within Summit County.

Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization.

IV. Selection Criteria

The factors to be considered in the evaluation of Proposals are listed below.

1. Cost of Services (20%)
2. Proposed method of service (20%)
3. Qualifications, references and experience in providing services of similar size and scope (20%)
4. Proposed services and diversion potential (20%)
5. Environmentally sustainable business practices (20%)

V. Selection Process

Qualifications submissions will be evaluated on the factors listed in Section VIII of this RFQ and will be good for three months from date of submission.

Upon closure of the qualification's deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

- A selection committee made up of Park City Municipal Corporation staff, Historic Park City Alliance representatives, and other stakeholders will review all submissions of qualifications.
- The selection committee will determine companies to receive an interview. (Interviews will be held approximately one week after proposals are

submitted.)

Once interviews have been completed, the committee will select the top ranked proposer(s) and will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract(s) is subject to approval by City Council.

IV. Tentative Schedule for Selection Process & Project

- | | |
|--------------------------------------|----|
| • RFQ Issued: | XX |
| • Mandatory Pre-submittal Meeting: | XX |
| • Qualifications Due: | XX |
| • Interviews: | XX |
| • Notification of Award: | XX |
| • City Council Award of Contract(s): | XX |

V. Submittal Requirements & Selection Criteria

- **Executive Summary:** not to exceed 2 pages.
 - o Succinctly describe your qualifications for the project and the strengths of your company.
- **Scope of Services:** A brief description of the company's approach and an outline of preliminary plans which to accomplish the Scope of Services outlined in this RFQ and detailed cost for each element. Said plans should include, but not be limited to a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different level of services are needed to address the individual needs of businesses:
 - o who utilize the common dumpsters
 - o on the west side of Main Street who use toters
 - o who utilize a dumpster associated with their property
- **Relevant Experience—** Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and successful achievement of results in prior projects for clients;

The issuer advises all proposers of the following conditions:

- Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Proposals lacking required information will not be considered.
- Award of contract is subject to approval by City Council.
- All submittals shall be public records in accordance with government

regulations ("GRAMA") unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.

- Park City Municipal Corporation reserves the right to change any dates or deadlines.

VI. Park City Municipal Standard Service Provider Agreement

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

Any service provider who contracts with Park City is required to have a valid Park City business license.

VII. Preparation of Proposals

- **Failure to Read:** Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- **Cost of Developing Proposals:** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

VIII. Proposal Information

- **Equal Opportunity:** The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- **Proposal Ownership:** All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- **Rejection of Proposals:** The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- **Cancellation/Modification:** Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Park City Municipal Corporation's policy is subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City

businesses by purchasing goods and services through local vendors and service providers.

Attachment 1: Park City Professional Services Provider Agreement

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

- A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.
- B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider’s activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the

performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2- 105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows: Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race,

creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

- A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its

authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

- B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

17. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for

services performed in accordance with the manner of performance set forth in this Agreement.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

21. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (title or office) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation.

Notary Public

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA

Map of properties and types of trash receptacles provided by trash provider

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Exhibit E

[Sample Data Sheets outlining current billing system](#)

Exhibit C – Current Trash Service & Costs

MAIN STREET / SWEDE ALLEY WASTE COLLECTION SERVICE & FEES						
Yearly Service (Shared Dumpsters)		Frequency	Monthly	Ann.Cost	SUMMARY	
1-8 yd 2x Wk (April 16 - December 14)	South Brew Pub Pkg Lot (M,F)	8 months	\$ 316.34	\$ 2,530.70	\$41,193.08	
1-8 yd 3x Wk Creekside (M,W,F)	(April 16 - December 14)	8 months	\$ 474.41	\$ 3,795.26	\$ 26,400.00	
1-8yd 4x WkCreekside (M,W,F,S)	(December 15 - April 15)	4 months	\$ 632.68	\$ 2,530.70	\$ 13,686.22	
1-4yd 2x Wk Brick Enclosure (M,F)	(April 16 - December 14)	8 months	\$ 315.98	\$ 2,527.80		
1-4 yd 3x Wk Brick Enclosure (M,W,F)	(December 15-April 15)	4 months	\$ 474.41	\$ 1,897.63	\$81,279.30	Total Ann.Rate
1-8 yd 4x Wk (December 15 - April 15)	South Brew Pub Pkg Lot (M,W,F,S)	4 months	\$ 632.54	\$ 2,530.18	\$ 24,383.79	Franchise Fee
Front Load - 1-8yd Creekside OCC -1X Wk (F)		12 Months	\$ 158.17	\$ 1,898.03	\$ 105,663.09	Total Shared Billing-Ann.
Front Load - 1-8yd OCC - 3X Wk - South Brew Pub Pkg Lot (M,W,F)		12 Months	474.408	\$ 5,692.90	\$ 8,805.26	Total Shared Billing-Mo.
Front Load - 8yd 2X South Brew Pub Pkg Lot (M,F)		4 months	\$ 316.34	1265.352		
1-20yd-OCC - Transit Center (ON-CALL)		24 Hauls/Ann	\$ 347.18	\$ 8,332.36		
Compactors 2-30yd ON CALLx week - Transit Center & China Bridge ()		9 Hauls/Mo	\$ 282.07	\$ 2,550.66		
Compactors-Events		20 hauls annually	\$ 282.08	\$ 5,641.50		
		ANNUAL FEE =		\$41,193.08		

Sample Shared Billing Monthly Allocation

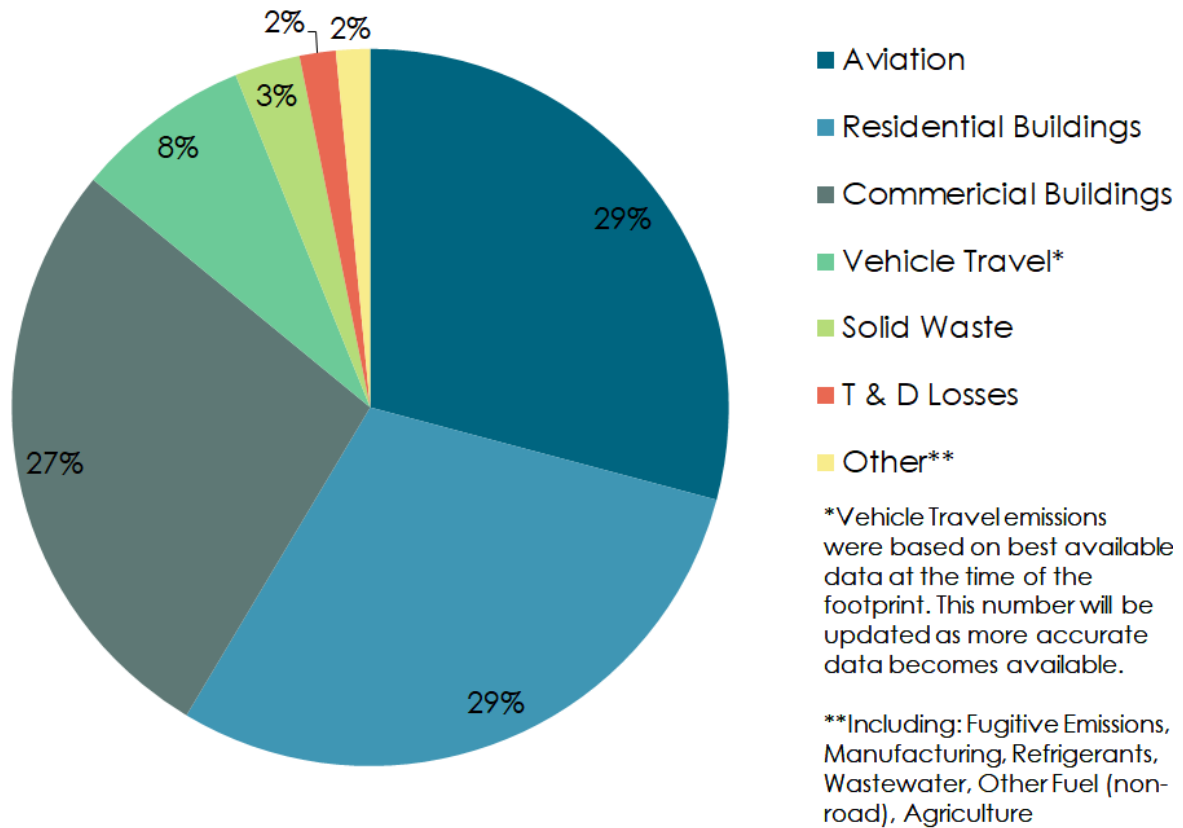
Business Types:	REST = Restaurants and Cafés	8
Franchise Fee	BAR = Bars and Private Clubs	7
30% of Gross Revenues - Shared Containers	FARE = Light Fare	3.5
10% of Gross Revenues - Individual Containers	RETAIL = General Retail Stores	1.66
	HOTEL = Hotels, Apartments and Inns	1
	PROF = General and Professional Offices	1
	IND= Contract for Private Container	0

DATE OF CONTRACT

Business Name	Street Address	Square Footage	Business Type	Factor	Adj. Square Footage	Monthly Portion of Cost	Franchise Fee	Total Monthly Bill
Business A	123 Main Street	18,390	FARE	3.5	64,365			
Business B	124 Main Street	4,500	REST	8	36,000			
Business C	125 Main Street	2,000	REST	8	16,000			
Business D	126 Main Street	1,400	GALLERY	1	1,400			
Business E	127 Main Street	6,000	BAR	7	42,000			
Business F	128 Main Street	3,500	REST	8	28,000			
Business G	129 Main Street	3,081	RETAIL	1.66	5,114			
Business H	130 Main Street	4,936	PROF	1	4,936			

Exhibit D

2016 Community Emissions by Sector



Solid Waste accounts for 3% of our 2016 community-wide carbon footprint. Waste could be a very effective tool to engage the community in our sustainability program because impacts residents, businesses, and visitors. If next steps are to be pursued, it is recommended that Park City staff assess what our waste is comprised of (i.e. waste characterization), as well as what tools and barriers exist to the City in setting an ambitious goal.

Exhibit E – Draft RFQ Excerpts

II. Current Collection and Disposal

Approximately 112 commercial businesses utilize common containers for waste and cardboard. There are approximately 34 businesses that utilize individual totes or dumpsters for their own waste collection. All of these businesses are billed individually by the service provider.

Shared/Common Dumpster Sizes (on PCMC property) and Pickup Frequency

Yearly Service (Shared Dumpsters)	Frequency
1-8 yd 2x Wk (April 16 - December 14)South Brew Pub Pkg Lot (M,F)	8 months
1-8 yd 3x Wk Creekside (M,W,F)(April 16 - December 14)	8 months
1-8yd 4x WkCreekside (M,W,F,S) (December 15 - April 15)	4 months
1-4yd 2x Wk Brick Enclosure (M,F) (April 16 - December 14)	8 months
1-4 yd 3x Wk Brick Enclosure (M,W,F) (December 15-April 15)	4 months
1-8 yd 4x Wk (December 15 - April 15) South Brew Pub Pkg Lot (M,W,F,S)	4 months
Front Load - 1-8yd Creekside OCC -1X Wk (F)	12 Months
Front Load - 1-8yd OCC - 3X Wk - South Brew Pub Pkg Lot (M,W,F)	12 Months
Front Load - 8yd 2X South Brew Pub Pkg Lot (M,F)	4 months
1-20yd-OCC - Transit Center (ON-CALL)	24 Hauls/Ann
Compactors 2-30yd ON CALLx week - Transit Center & China Bridge ()	9 Hauls/Mo
Compactors-Events	20 hauls annually

In order to meet City code standards, PCMC anticipates enclosing the Brewpub and Swede Alley common dumpsters by 2023. We will work with the service provider to meet needed specifications for their access.

Franchise Fee and Mobile Recycling

The HPCA contracts with Good Earth Recycling to provide Main Street businesses with a convenient way to drop off their pre-sorted recycling at a truck which stops at nine different locations on Main Street two days a week during the “shoulder season.” The mobile recycling drop-off center accepts sorted cardboard, paper, plastic, aluminum and metal from any business in Park City’s Business Improvement District for the section of the city that includes Main Street, Swede Alley and a portion of Park Avenue only. The total collection in 2018 of recyclables through this program was 136.9 tons.

In 2010, the HPCA implemented a Franchise Fee to the monthly/quarterly bills for both those using the common receptacles and those who have private containers for the Good Earth recycling service. These fees are billed by the current solid waste service provider and are remitted to the HPCA to supplement cost for the service. Mobile Recycling Center program will be reevaluated during this process and may be expanded, modified, or replaced to better address the goal to reduce the amount of waste disposed of at a landfill. Sample Data Sheets outlining current billing system are attached as Exhibit C and incorporated herein.

Future Impacts on Solid Waste Volumes

There is a strong correlation between the growth of sales tax revenues and waste produced. Given the number of factors that affect waste volumes and the unpredictable nature of each factor, PCMC and HPCA cannot predict the annual solid waste disposal tonnage that will be delivered to the landfill for disposal over the term of the future agreement.

III. Timeline & Deliverables

PCMC’s Recycling and Waste Disposal procurement process includes two Baseline Proposals

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(one for solid waste, including food, and a second for recycling); A combined proposal for solid waste and recycling; and lastly two Additive Alternates, including Sunday hauling and City facilities. Proposers can respond to either or both Baseline Proposals or Additive Alternates. A detailed scope can be found in Section IV of this document. Proposers are asked to provide proposals for:

1. Baseline proposal and pricing for solid waste removal including food waste and landfill disposal services for Monday - Saturday.
2. Baseline proposal for recycling cardboard and glass if awarded individually (M-Sat.).
3. Proposal for solid waste and recycling combined (M-Sat.).
4. Additive Alternative – Identify a cost for waste removal including food waste and landfill disposal on Sunday.
5. Additive Alternative - Collection of waste from containers at Park City Municipal buildings and facilities which would include, but not be limited to: Miner's Hospital; Library and Education Center; Park and Golf, Park City MARC, Public Works, Police and Ice Arena.
6. Identify Year over year increase in cost.

Item	Scope	Cost/Fee Structure
1	Solid Waste, including food diversion (M-Sat.) - individually	
2	Recycling (M-Sat) individually	
3	Solid waste (#1) and Recycling (#2) combined	
4	Additive Alternative - Sunday haul for solid waste and recycling	
5	Additive Alternative - PCMC facilities	
6	ID price increase year over year	

Potential service enhancements of interest to PCMC and HPCA include, but are not limited to, the following:

- Cardboard recycling services;
- Glass recycling;
- Organics processing services for green and wood waste;
- Composting or anaerobic digestion of organic waste;
- Gasification of green and wood waste to energy;
- Bio-solids disposal for wastewater treatment biosolids; and
- Other creative ideas presented by proposers.

PCMC's Diversion Goals include (for both the entire City and for the BID):

- 40% by 2023
- 60% by 2025
- 80% by 2028
- 90% by 2030

Anticipated Timeline (Term) & Deliverables:

Contract Year	Calendar Year	Task/Deliverable
1	9/1/2021 - 6/30/22	Identify and contract with (primary) service provider(s);
		Match current level of service, including current mobile recycling program and franchise fee
		Allow for increased year over year cost to provide consistent level of service

		Conduct a 3 rd Party waste characterization study of the BID (volumes/type) (scope and provided to the satisfaction of PCMC, not to be unreasonably withheld)
		Identify 5-10 voluntary businesses to document and quantify waste/diversion, type, volumes, characterization, options and costs
		Identify cost to dispose/divert waste by type & volume
		Identify locations, facilities & equipment needed to store & haul
		Establish fee schedule
		Establish competitive bidding/procurement process for potential sub providers (food, cardboard, glass, digester, etc.);
2	7/1/2022 - 6/30/23	Initiate diversion approach
		Initiate any changes to fee schedule and billing approach;
		Inform PCMC on specs for any necessary facilities (PCMC).
3	7/1/2023 - 6/30/24	
4	7/1/2024 - 6/30/25	Reach 40% diversion
5	7/1/2025 - 6/30/26	
6	7/1/2026 - 6/30/27	End of initial 6 year term
		Reach 60% diversion
		Mutual option to extend 2 years
7	7/1/2027 - 6/30/28	
8	7/1/2028 - 6/30/29	Reach 80% diversion
		Mutual option to extend 2 years
9	7/1/2029 - 6/30/30	
10	7/1/2030 - 6/30/31	

IV. Scope of Services

The proposal to PCMC shall outline an approach to the following needs and shall include an estimated range of total costs to perform all phases of work. The City will contract with the selected proponent if awarded by the City Council.

It is anticipated that the specific services to be provided by the Service Provider Proposers for either or both Baseline Proposals or Additive Alternate will include:

A. Trash, Food and Recycling Disposal/Diversion Services

- Transport and dispose of Main Street BID trash at an approved disposal facility.
- Supply all equipment, labor, containers, and other materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials,

- Ability to provide service for both front load dumpsters and toters/kitchen cans on Sundays.
- Ability to service toters and kitchen cans along main street during times the street is closed for festivals (size of vehicle and earlier pickup times may be part of what is required for this service).
- Vendor contact the HPCA if they are unable to perform a timely pickup.
- Holiday pick-ups of front loads and toter/kitchen cans.
- Ability for next day pickups of compactors.
- Responsible for hand or shovel clean up around the trash containers at time of pick-up.
- Service kitchen cans and toters for those with individual service in the district
- Ability to roll frontload pullout containers in certain locations.
- Supply front load containers made of metal or plastic, depending on what works best for each location.
- Ability to provide a second pick up the same day if contacted before 12 pm.
- Maneuver around snow to dump containers no matter the weather and/or ability to delay for public works to attend to the containers prior to pick-up.
- Ability to deliver additional containers by next day at 4:00 p.m.
- Transparency and integrity of billing.
- Transparency and integrity of the waste removal/diversion/recycling program(s).
- Dedicated customer service representatives and dispatchers who have familiarity with the account in Park City – minimum 5 hours/week.
- Billing of businesses within the Main Street BID for trash services along with an additional franchise fee set and remitted to the HPCA for funding for recycling services.

B. Additional Information to Address as Part of Proposal

1. Description of Service/Proposed Method

Each submitter will have different approaches as to how trash and enhanced recycling services work in the district. Knowing each provider knows their own operations and has experience providing services to individual businesses on Main Street already, each proposal will contain the provider's own recommended way of providing the service.

2. Litter Prevention

Proposals shall outline measures for the protection of storm water and waterways from trash and litter, as well as how the service provider will contain the materials during transport.

3. Customer Service & Complaints

The service providers must designate 2 – 3 dedicated representatives from their organization that can be contacted by the HPCA, PCMC or individual businesses regarding service questions. These dedicated representatives must be familiar with the program, nuances of the common collection versus individual collection, and general environment and constraints of the area. The service provider must describe their ability to be responsive to same day complaints or calls for additional service.

4. Spilled Material at Common Dumpsters

Service provider should consider an hourly or per incident cost to pick up by hand or shovel (not requiring a machine) extra garbage found at a dumpster prior to tipping.

5. Transparency of Service

Both the City and HPCA require complete transparency as to where the collected materials are disposed. The City and HPCA prioritize disposal options that are near Park City and providers that look to minimize impacts to the environment including overall carbon footprint of for the pick-up and disposal method.

6. Billing

Submitters for Trash Removal Services are asked to provide a billing plan where they directly bill each business within the Main Street BID for services. The proposal shall contain a description of the past due collection process. As part of the trash contract we ask the provider to charge a set percentage rate for businesses that is remitted to the HPCA by the trash provider monthly. Submitters for Recycling Services are asked to outline their preferred method of billing.

7. Frequency and Container Size and Type

Frequency and capacities of containers will be reviewed as part of each submittal. Actions that maintain the condition and cleanliness of the containers, along with anticipated lifecycle, need to be outlined as part of the proposal. Labeling proposed for each container should be included within the plans.

At the end of each season recommendations for program changes for following seasons may be implemented. The service provider will need to be able to adjust frequencies with no amendment to the contract or additional costs that are not outlined within the contract.

8. Fee Schedule/Cost of Services

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gallons							
2 yards							
3 yards							
4 yards							
5 yards							
6 yards							
8 yards							
Compactor							
Other							

9. Education, Monitoring and Reporting

Understanding monitoring and education is key to success. The RFP asks that monitoring, education and reporting on services be the responsibility of the service providers. A narrative as to how this occurs, and its frequency shall be included within the RFP response.

10. Qualifications, references and experience

Outline the provider's qualifications, references and experience in providing services of similar size and scope, including operations within Summit County.

11. Environmentally sustainable business practices

Describe the sustainable business practices undertaken by your organization.

Evaluation

Proposers will be evaluated based on ability to meet waste diversion goals, demonstrated success in other municipalities, anticipated quality of service, initial proposed disposal rates, and PCMC and BID customer's total cost, including estimated transportation costs to the proposed disposal sites, and tipping fees.

V. Selection Criteria

The factors to be considered in the evaluation of Proposals are listed below.

1. Ability to meet PCMC's Diversion Goals (30%)
2. Cost of Services (30%)
3. Proposed method of service (20%)
4. Qualifications, references and experience in providing services of similar size and scope (20%)

Price may not be the sole deciding factor.

VI. Selection Process

RFP submissions will be evaluated on the factors listed in Section VIII of this RFP and will be good for three (3) months from date of submission.

Upon closure of the RFP deadline, the remainder of the selection process will include the following milestones (exact dates to be determined):

- A selection committee made up of Park City Municipal Corporation staff, Historic Park City Alliance representatives, and other stakeholders will review all submissions of qualifications.
- The selection committee will determine which companies will receive an interview. (Interviews will be held approximately one week after proposals are submitted.)

Once interviews have been completed, the committee will select the top ranked proposer(s) and will negotiate a final scope and fee with the top-ranked proposer and recommend to City Council for final approval and contract. Price will not be the sole deciding factor. Award of the contract(s) is subject to approval by City Council.

VII. Tentative Schedule for Selection Process & Project

- | | |
|--|----------------|
| • RFP Issued: | Sept. 9, 2021 |
| • Non-Mandatory Pre-submittal Meeting: | Sept. 20, 2021 |
| • Proposals Due: | Oct. 15, 2021 |
| • Interviews: | Oct. 22, 2021 |
| • City Council Award of Contract(s): | Nov. 11, 2021 |
| • Notification of Award: | Nov 12, 2021 |
| • Contract Executed/Begin | Nov 30, 2021 |

VIII. Submittal Requirements & Selection Criteria

- A. Executive Summary:** Not to exceed two (2) pages.
Succinctly describe your qualifications for the project and the strengths of your company.
- B. Statement of Qualifications:** Not to exceed twelve (12) pages.
A brief description of the company's approach and an outline of preliminary plans which accomplish the scope of services outlined in this RFP and detailed cost for each element. Said plans should include, but not be limited to, a detailed description regarding achieving the goals of the scope of services, deployment of these services, collection plans for designated holidays, and collection plans in the event of an emergency or natural disaster. Take into consideration the three different levels of services required to address the individual needs of businesses:
1. Identify businesses who utilize the common dumpsters.
 2. Identify businesses on the west side of Main Street who use totes.
 3. Identify businesses who utilize a dumpster associated with their property.
- C. Relevant Experience:** Not to exceed five (5) pages
Demonstrate proven capabilities for providing the proposed service and demonstrated experience and creativity in Refuse collection system design and

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successful achievement of results in prior projects for clients;

The issuer advises all proposers of the following conditions:

- Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- Park City Municipal's policy is, subject to federal, state, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- Proposals lacking required information will not be considered.
- Award of contract is subject to approval by City Council.
- All submittals shall be public records in accordance with government regulations ("GRAMA") unless otherwise designated by the applicant, pursuant to UCA § 63G-2-309, as amended.
- Park City Municipal Corporation reserves the right to change any dates or deadlines.

IX. Park City Provided Equipment and Services

City owns and maintains the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

X. Service Provider Responsibilities

General Requirements

- A. Service Provider shall at its expense obtain and comply with all necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may require.
- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor, and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operations – No starting before 7:00 A.M. and complete by 7:00 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e., Sundance, Arts Festival).
- F. The Service Provider is responsible for providing all customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include with the proposal a copy of their customer service standards.

XI. Successful Service Provider Performance Requirements

Monthly Reports

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

Exhibit A

Current Square Foot Use and Square Footage for Businesses Using Shared Dumpsters

Street Address	Square Footage	Business Type	Factor	Adjusted Square Footage
136 Heber Ave.	18,390	FARE	3.5	64,365
151 Main St.	4,500	REST	8	36,000
221 Main St.	2,000	REST	8	16,000
222 Main St.	1,400	GALLERY	1	1,400
268 Main St.	6,000	BAR	7	42,000
306 Main St	3,500	REST	8	28,000
314 Main St.	3,081	RETAIL	1.66	5,114
314 Main St.	605	PROF	1	605
314 Main St.	1,011	PROF	1	1,011
314 Main St.	825	RETAIL	1.66	1,370
314 Main St.	4,936	PROF	1	4,936
314 Main St.	1,113	GALLERY	1	1,113
314 Main St.	693	PROF	1	693
314 Main St.	2,012	GALLERY	1	2,012
323 Main St.	980	RETAIL	1.66	1,627
354 Main St	3,666	RETAIL	1.66	6,086
361 Main St	3,300	RETAIL	1.66	5,478
361 Main St	1,600	Prof	1	1,600
364 Main St.	2,156	GALLERY	1	2,156

364 Main St.	3,615	RETAIL	1.66	6,001
368 Main St.	4,000	REST	8	32,000
401 Main St.	1,034	PROF	1	1,034
402 Main St.	1,988	FARE	3.5	6,958
408 Main St.	2,500	RETAIL	1.66	4,150
408 Main St.	2,600	GALLERY	1	2,600
412 Main St.	2,441	REST	8	19,528
416 Main St.	2,544	RETAIL	1.66	4,223
419 Main St.	750	RETAIL	1.66	1,245
419 Main St. #2	800	RETAIL	1.66	1,328
421 Main St.	650	RETAIL	1.66	1,079
424 Main St.	4,008	REST	8	32,064
425 Main St.	2,200	RETAIL	1.66	3,652
434 Main St.	1,820	REST	8	14,560
436 Main St.	900	GALLERY	1	900
438 Main St.	5,980	REST	8	47,840
440 Main St.	4,440	REST	8	35,520
442 Main St.	2,000	REST	8	16,000
444 Main St.	1,840	GALLERY	1	1,840
460 Main St.	1,790	RETAIL	1.66	2,971
460 Main St.	1,960	PROF	1	1,960
461 Main St.	1,000	RETAIL	1.66	1,660
467 Main St.	1,244	RETAIL	1.66	2,065

508 Main St.	6,507	REST	8	52,056
509 Main St.	1,006	RETAIL	1.66	1,670
510 Main St.	2,056	RETAIL	1.66	3,413
511 Main St.	550	RETAIL	1.66	913
513 Main St.	540	RETAIL	1.66	896
514 Main St.	12,900	PROF	1	12,900
515 Main St.	2,336	RETAIL	1.66	3,878
523 Main St.	1,836	RETAIL	1.66	3,048
523 Main St.	100	PROF	1	100
525 Main St.	1,250	REST	8	10,000
530 Main St.	4,081	REST	8	32,648
537 Main St.	8,512	PROF	1	8,512
540 Main St.	1,900	REST	8	15,200
540 Main St.	525	REST	8	4,200
545 Main St.	1,682	RETAIL	1.66	2,792
556 Main St.	2,000	RETAIL	1.66	3,320
558 Main St.	1,321	GALLERY	1	1,321
562 Main St.	5,000	REST	8	40,000
562 Main St.	2,000	RETAIL	1.66	3,320
570 Main St.	3,600	RETAIL	1.66	5,976
577 Main St.	4,800	REST	8	38,400
577 Main St.	1,200	RETAIL	1.66	1,992
577 Main St.	1,100	RETAIL	1.66	1,826

577 Main St.	1,800	RETAIL	1.66	2,988
577 Main St.	1,000	RETAIL	1.66	1,660
580 Main St.	800	PROF	1	800
580 Main St.	1,777	GALLERY	1	1,777
580 Main St.	965	RETAIL	1.66	1,602
580 Main St.	750	RETAIL	1.66	1,245
580 Main St.	1,000	RETAIL	1.66	1,660
580 Main St.	8,700	LODGING	1	8,700
580 Main St.	1,080	RETAIL	1	1,080
586 Main St.	2,000	REST	8	16,000
592 Main St.	2,437	RETAIL	1.66	4,045
596 Main St.	1,500	RETAIL	1.66	2,490
608 Main St.	1,100	RETAIL	1.66	1,826
613 Main St.	2,800	RETAIL	1.66	4,648
614 Main St.	9,628	PROF	1	9,628
323 Main St.	642	PROF	1	642
323 Main St.	831	RETAIL	1.66	1,379
401 Main St.	1,000	RETAIL	1.66	1,660
405 Main St.	1,100	PROF	1	1,100
405 Main St.	1,100	RETAIL	1.66	1,826
430 Main St.	1,080	RETAIL	1.66	1,793
465 Main St.	1,200	LODGING	1	1,200
505 Main St.	1,400	PROF	1	1,400

510 Main St.	700	FARE	3.5	2,450
540 Main St.	1,770	RETAIL	1.66	2,938
544 Main/Swede	700	PROF	1	700
544 Main/Swede	250	PROF	1	250
545 Main St	653	GALLERY	1	653
541 Main St.	1,800	RETAIL	1.66	2,988
632 Main St.	2,700	RETAIL	1.66	4,482

**TOTAL
SQUARE
FOOTAGE 234,937**

**TOTAL ADJUSTED
SQUARE FOOTAGE 796,735**

Current Independent Accounts, Uses, Container Size and Frequency

Street Address	Service	# of Containers	Container Size	Weekly Frequency
250 MAIN ST	F/L	1	6	3
255 MAIN ST	F/L	2	4	4
255 MAIN ST	F/R	1	4	2
305 MAIN ST	Toters	1	90gl	3
305 MAIN ST	Toters	shared w/ 305 Neighbor		
317 MAIN ST	Toters	3	50gl	7
322 MAIN ST	F/L	1	3	2
328 MAIN ST	F/L	1	3	3
352 MAIN ST	F/L	1	4	3
	F/R	1	4	2
352 MAIN ST	F/L	1	4	2
340 MAIN ST	F/L	1	4	End of the Week

427 MAIN ST	Toters	1	90gl	7
427 MAIN ST	Toters		90gl	
427 MAIN ST	Toters	6	90gl	On Call
447 MAIN ST	Toters	2	90gl	7
450 MAIN ST	F/L	1	4	1
501 MAIN ST	Toters	2	90gl	5
537 MAIN ST	Toters	2	90gl	1
	Recycle	1	90gl	1
550 MAIN ST	Toters	1	90gl	1
577 MAIN ST	Toters	2	90gl	Rental
577 MAIN ST	Toters	2	60gl	Rental
591 MAIN ST	Toters	2	90gl	1
591 MAIN ST	Toters	2	90gl	1
605 MAIN ST	Toters	4	90gl	7
628 MAIN ST	Toters	5	90gl	2
660 MAIN ST	F/L	0	4	0
675 MAIN ST	Toters	3	90gl	6
751 MAIN ST	F/L	1	4	6
824 MAIN ST	R/O	1	30	2
804 MAIN ST	F/R	3	3	2
838 PARK AVE	F/L	1	4	6
838 PARK AVE	Toters	4	90gl	2
703 PARK AVE	Toters	3	90gl	7
651 PARK AVE	Toters	2	90gl	3
632 MAIN ST	Toters	1	90GL	1

255 HEBER AVE	Toters	5	90gl	1
255 HEBER AVE	Toters	4	90gl	1
	Recycle	2	90gl	1
608 Main St	Toters	1	90gl	1
820 PARK AVE	Toters	4	65gl	3
820 PARK AVE	Recycle	4	90gl	End of the Week
333 Main St.	F/L	1	4	2
333 Main St.	F/L	1	4	2
333 Main St.	F/L	1	4	2
333 Main St.	F/L	1	4	2
334 Main St.	F/L	1	4	2

Exhibit B

Additive Alternate: Park City Municipal Corporation Building and Facilities

Facility	Address	Container	Frequency
Library	1255 Park Avenue	4 yd	3 times/week
Public Works	1354 Iron Horse Dr	8 yd	5 times/week
City Bus Garage	1616 Shortline Rd	3 yd	1 time/week
Park City Police	2060 Park Ave	6 yd	1 time/week
Ice Arena	600 Gilmor Way	8 yd	1 time/week
The MARC	1200 Little Kate	4 yd	1 time/week
Miner's Hospital (City Park)	1354 Park Avenue		

Exhibit C

Sample Independent Billing Monthly Allocation

Franchise Fee								
30% of Gross Revenues - Shared Containers								
10% of Gross Revenues - Individual Containers								
Acct Name	Address	Service	# Cont	Size Cont	Freq Cont	Amount	Franchise Fee 10%	Monthly Total
Business A	123 Main St	F/L	1	6	3		10%	
Business B	131 Main St	F/L	2	4	4		10%	
Business C	132 Main St	Toters	1	90gl	3		10%	
Business D	133 Main St	Toters	shared w/Business C				10%	
Business E	134 Main St	Toters	3	50gl	7		10%	
Business F	135 Main St	F/L	1	3	2		10%	
Business G	136 Main St	F/L	1	3	3		10%	
Business H	137 Main St	F/L	1	4	3		10%	

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

5:00 p.m. - Discuss a Master License Agreement for Small Wireless Facilities in City Right-of-Way
(A) Public Input

Suggested Action:

Attachments:

[Small Wireless Facilities Staff Report](#)

[Exhibit A: Draft Ordinance for Small Wireless Facilities](#)

[Exhibit B: Draft Master License Agreement](#)

[Exhibit C: Draft Small Wireless Design Standards](#)

[Exhibit D: Draft Small Wireless Facility Permit Application](#)

City Council Staff Report



Subject: Small Wireless Facilities
Author: John Robertson, City Engineer
Rebecca Ward, Assistant Planning Director
Tom Daley, Deputy City Attorney
Department: Engineering
Date: September 2, 2021
Type of Item: Work Session

Recommendation

Review draft documents related to processing applications from telecommunication providers for the placement of small wireless facilities (SWF) in the public right of way. Provide comments, feedback, and direction related to the proposed ordinance, master license agreement, design standards, and permit application. Receive public comments regarding the code amendment and proposed guidance documents.

Executive Summary

Last year, on July 30, 2020, Staff conducted a workshop with Council and received public comment regarding the implementation of SWF within Park City's right of way. The workshop was conducted in response to Senate Bill 189, the Small Wireless Facilities Deployment Act (Act), which obligates municipalities to allow the placement of SWF within a city's right of way.

The Act preempts local jurisdictions' ability to prohibit SWF, but does allow municipalities to establish a permitting process for their deployment. Park City Municipal Corporation (City) prepared the attached documents to provide SWF providers specific conditions, including agreements and guidance to permit SWF placements according to the Act while maintaining City standards.

During the public input portion of the June 2020 Council workshop, residents requested that the City contact Summit County and utilize an outside SWF expert. Summit County is not pursuing regulation related to SWF placement within their right of way. Outside expertise was obtained, and the City's draft guidelines reflect that expertise.

In addition, design firm Toro Blanco, who specializes in creating light poles for SWF equipment, was procured. Toro Blanco, worked collaboratively with representation from AT&T professionals in creating a Main Street light pole design (Exhibit B design standards, or Exhibit C to this staff report), that meets requirements of the providers while maintaining a light pole consistent with existing poles. AT&T provided feedback on the documents to provide an industry perspective and ensure compliance with evolving technology.

Additionally, the Planning Department presented design standards to the Historic Preservation Board (HPB) to obtain input related to location of SWF equipment on City-owned property and in the Historic District. Language was also added to the design standards to require random testing of SWF's to confirm that the levels of radio frequency (RF) conform with FCC guidelines for general public exposure.

As a result of this work, the June 2020 documents have been revised to reflect HPB, outside counsel, and SWF industry professional input.

Background

The passage of Senate Bill 189 "Small Wireless Facilities Deployment Act" by the Utah State Legislature in 2018 provides for the placement of SWF within a city's public right of way subject to the city's zoning regulation and administrative review. SWF are generally installed on new or existing utility poles but can also be attached to buildings.

SWF are necessary for the rollout of 5G internet services. The 5G wave technology is faster than existing technology but its reach is short so it is necessary to place more SWF throughout a network.

Although the Act follows federal law and requires access to the right of way for telecommunications equipment, the City retains limited authority over the application and permit process, insurance requirements, compensation to use the right of way or facilities on which small cells are attached, and design standards to ensure that SWF are appropriately placed to reduce impact to the character of the City.

A city may also condition approval of SWF in its historic district provided the conditions are technically and economically feasible. A city may not enter into an exclusive agreement with one wireless service provider. A new or modified utility pole that supports a SWF may not exceed 50 feet in height, and an SWF antenna may not extend more than 10 feet above existing utility poles. A city may also require a wireless provider to relocate a SWF at no cost to the city. Cities also retain general police powers to protect the public health, safety, and welfare.

Health concerns related to the level of 5G radio frequencies have been raised by multiple groups and organizations across the nation, with great emotion and concern. Many of the concerns raised are related to health due to the increased number of radio wave exposure. Though operating at levels lower than the ionizing levels of x-rays and gamma rays, there is a public dispute about the impact to the public health due to the increased volume of non-ionizing RF's surrounding us on a daily basis. The state law does not provide city or towns to implement health guidelines.

As defined in the state and federal laws for the rollout of 5G service, the levels of radio frequencies are administered by the Federal Communications Commission and do not allow a City to deny an application based on health concerns provided the equipment operates within FCC guidelines. The design standards require every application to

include a Radio Frequency Certification report to indicate RF operating levels are within regulation. Additionally, the City proposes to randomly test RF levels around SWF sites during the life of the permit to ensure compliance with the FCC guidelines is maintained.

Analysis

The specific documents are summarized below.

Ordinance:

The title of the proposed ordinance (ORD) is Small Wireless Facilities in the Public Right of Way and will be located in Park City Municipal Code *Section 14 Trees/Landscaping: Streets, Sidewalk And Stairs; Streetcuts; Snow Removal; Street Address System; News Racks*. The purpose is to establish requirements for siting and use of the facility within the public right of way in a manner that facilitates the delivery of wireless services while minimizing associated adverse impacts related to the surrounding area adjacent to the proposed facility. The ORD defines terms, fees, and compensation to the City, enforcement /administration of design standards (DS), indemnity, insurance/bonding requirements, and compliance with all local/state/federal laws and/or codes.

The ORD delineates the process to obtain regulatory approval from the City, including a master license agreement (MLA) with the City and submitting a permit application (PA).

If the proposed SWF is located within a Historic Zoning District and/or within 250 feet of a Significant or Landmark Site on the Park City Historic Sites Inventory, the applicant shall submit a Historic District Design Review (HDDR) Pre-Application to the Planning Department for Design Review Team review and approval to ensure compliance with heightened standards to protect the historic character of the Historic Districts.

Master License Agreement:

The MLA defines the structure of the relationship between the wireless service provider and the City. In addition to defining the term between the two parties, the MLA confirms the fees to be paid by the provider, the processing of the site license or permit application, and the amount of insurance to be retained by the provider. It also defines the indemnification structure between the two parties, the limitations of liability, and other language-specific to items such as alternative dispute resolution and causality.

The wireless service provider will be required to enter into a MLA before a permit application is received and processed.

Design Standards:

The DS provides direction and definition to the wireless service providers for the “where” and “how” their facilities may be placed within the City right of way. Opportunities for placement are defined in the DS and are as follows:

- Attachments to utility poles and utility lines (See DS Figure 3.1);
- Attachments to traffic signal poles (See DS Section 4);

- Attachments to streetlights (See DS Figures 5.3 to 5.7);
- New freestanding or standalone poles(See DS Figure 6.1); and
- Other attachments including but not limited to street signs, kiosks, etc.

Standalone poles are freestanding structures dedicated specifically to contain SWF. Given that these facilities would be new infrastructure, the DS provides additional requirements and guidance related to placement. Refer to Section 6 Installation of Standalone Poles for standards and placement requirements within business and residential sections of town.

Section 7 Other Attachments of the DS provides a few examples of various non-typical installation of the SWF in kiosks, trash bins, and other facilities found in the public right of way.

Permit Application:

The permit application ensures that the applicant submitted all required information necessary for the application to be processed in a timely manner. Required information includes:

- Scaled site plan showing site dimensions, elevation view, distance to trees, etc.;
- Pole load analysis and foundation design, if applicable;
- Owner information including MLA number;
- Contractor information including license number and insurance;
- Copy of, if required, approved National Environmental Policy Act documents;
- Copy of, if required, approved National Historic Preservation Act documents
- Specific information related to proposed structures including pole load analysis; and
- Radio Frequency Standards Compliance.

Exhibits

- A – Draft Ordinance 2021-xxx
- B – Draft Master License Agreement
- C – Draft Small Wireless Design Standards
- D – Draft Permit Application

AN ORDINANCE AMENDING TITLE 14, TREES/LANDSCAPING; STREETS, SIDEWALKS AND STAIRS; STREETCUTS; SNOW REMOVAL; STREET ADDRESS SYSTEM; NEWS RACKS CODE BY ADDING SECTION 14-7 SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY OF THE MUNICIPAL CODE OF PARK CITY

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

WHEREAS, the Municipal Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, on September 26, 2018, the Federal Communications Commission adopted a Declaratory Ruling and Report and Order (FCC 18-133) adopting 47 C.F.R. section 1.6001 et seq.; and

WHEREAS, in response to FCC 18-033 the Utah State Legislature enacted S.B. 189 "Small Wireless Facilities Deployment Act ("SB 189") in the 2018 General Session; and

WHEREAS, SB 189, as codified in the Utah State statutes, regulates the deployment of small wireless facilities in the public rights-of-way; and

WHEREAS, SB 189 permits local governments to exercise their police power by adopting or ordinance not in conflict with SB 189; and

WHEREAS, Park City Municipal Corporation desires to implement provisions of SB 189 by enacting Title 14 Section 14-7 of the Park City Municipal Code regulating the deployment of small wireless facilities in the public rights-of-way; and

WHEREAS, the City Council finds that the public rights-of-way within the city are: (a) critical to the travel and transport of persons and property in the business and social life of the city; (b) intended for public uses and must be managed and controlled consistent with that intent; (c) can be partially occupied by the facilities of wireless service providers and entities delivering services for the enhancement of the health, welfare, and well-being of the city and its citizens; and (d) are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects on the public from such facilities' construction, placement, relocation, and maintenance of the public way; and

WHEREAS, the City Council finds that the right to occupy portions of the public rights-of way for limited times for providing wireless services is a valuable use of a unique public resource that has been acquired and is maintained at great expense to the city and its taxpayers, and therefore, the taxpayers of the city should receive fair and reasonable compensation for use of the public rights-of-way; and

WHEREAS, the City Council finds that while wireless telecommunications facilities are in part an extension of interstate commerce, their operations also involve the public rights-of-way, municipal franchising, and vital business and community service, which are of local concern. The City Council also finds it has the proprietary right to determine what persons and entities are granted permission to use the public rights-of-way, and to determine the terms and conditions of such use; and

WHEREAS, the City Council finds that antenna towers and other supporting structures present aesthetic and land use concerns that should be dealt with by approving the Design Standards, encouraging collocation, and minimizing the number of structures in a manner that does not effectively prohibit market access or competition; and

WHEREAS, the City Council finds entering a master license agreement with wireless providers: (a) fairly and reasonably compensates the city on a competitively neutral and nondiscriminatory basis as provided herein; (b) encourages competition by establishing terms and conditions under which providers may use valuable public property to serve the public; (c) fully protects the public interests and the city from any harm that may flow from such commercial use of its public rights-of-way; (d) protects the police powers and proprietary authority of the city with respect to its public rights-of-way, in a manner consistent with federal and state law; (e) otherwise protects the public interests in the development and use of the city infrastructure; and (f) protects the public's investment in improvements in the public rights-of-way.

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

SECTION 1. AMENDMENTS TO TITLE 14 – Trees/Landscaping; Streets, Sidewalks And Stairs; Streetcuts; Snow Removal; Street Address System; News Racks Code. The recitals above are incorporated herein as findings of fact. Chapter 14-7 Small Wireless Facilities In The Public Right Of Way is hereby added to Title 14 as attached (see Attachment A).

SECTION 2. MASTER LICENSE AGREEMENT. The recitals above are incorporated herein as findings of fact. All small wireless facility vendors and providers are required to enter into a Master License Agreement. (see Attachment B).

SECTION 3. DESIGN STANDARDS. The recitals above are incorporated herein as findings of fact. All small wireless facilities shall adhere to the Design Standards for placement and operation within the public rights-of-way. (see Attachment C).

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 23rd day of September, 2021

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, City Attorney

Chapter 14-7

SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHT OF WAY

14-7-1: DECLARATION OF PURPOSE AND INTENT:

14-7-2: DEFINITIONS:

14-7-3: ORDERS, RULES AND REGULATIONS:

14-7-4: MASTER LICENSE AGREEMENT REQUIRED:

14-7-5: PERMIT REQUIRED:

14-7-6: APPLICATIONS:

14-7-7: COMPENSATION:

14-7-8: OTHER REQUIREMENTS:

14-7-9: ENFORCEMENT AND REMEDIES:

14-7-1: DECLARATION OF PURPOSE AND INTENT:

Purpose: The purpose of this chapter is to establish requirements for the siting and use of Small Wireless Facilities in the City Right of Way in a manner that facilitates the delivery of Wireless Services within the City, while minimizing associated adverse impacts. The intent of this section is to ensure that the siting of new Telecommunications Facilities is consistent with the goals and policies of the Park City General Plan, and that the placement of same is compatible with the purposes of the City Code as set forth within Section 156-1-2, and compatible with the additional intent of this Section which is specifically enacted to achieve the following supplemental objectives.

1. To enable wireless carriers to provide personal wireless services within the City, while simultaneously minimizing the number of facilities used to provide such coverage, avoiding unnecessarily redundant wireless infrastructure, and avoiding to the greatest extent possible, any unnecessary adverse impacts upon residential homes and residential communities.
2. To protect the interests of the public, property owners, communities, and the City, against potential adverse impacts caused by the irresponsible placement of wireless facilities, including, but not limited to, adverse aesthetic impacts, reductions in property values of properties situated adjacent to, across from, or in close proximity to, a site for a proposed wireless facility, the potential dangers associated within structural failures, fire, icefall and debris fall from wireless facilities, adverse impacts upon historic resources and/or scenic views, and/or the use of properties which would be incompatible with nearby properties and/or be out-of-character with same.
3. Provide for the managed development and installation, maintenance, modification, and removal of Wireless Services infrastructure in the City to provide adequate wireless communications coverage, without discriminating against Wireless Providers of functionally equivalent services including all of those who install, maintain, and operate Wireless Facilities.

4. Promote and protect the public health, safety, and welfare, while also protecting aesthetic values, by reducing the visibility of Wireless Facilities and Structures to the fullest extent possible through techniques including but not limited to camouflage/concealment, design techniques, and undergrounding of Wireless Facilities and the equipment associated therewith, where appropriate.
5. Encourage the deployment of smaller, less intrusive Wireless Facilities to supplement existing Telecommunications facilities.
6. Enhance the ability of Wireless Providers to provide such Wireless Services to the community quickly, effectively, and efficiently.
7. Effectively manage Wireless Facilities in the City Right of Way.

B. Scope:

1. This chapter shall provide the basic local scheme for providers of Wireless Services and systems that require the use of the City Right of Way, including providers of both the system and service, and those providers of the system only.
2. The requirements set forth in this chapter shall apply to all Wireless Facilities and Structures located within the City Right of Way, and to all Applications to locate or modify Wireless Facilities and Structures within the City's Right of Way. This chapter shall apply to all future Wireless Providers.
3. The activities regulated by this chapter are subject to terms of the Small Wireless Facilities Deployment Act, Utah Code title 54, chapter 21, as amended.

C. Excluded Activity: This chapter shall not apply to video service systems, wireline services, or Macro Wireless Facilities.

14-7-2: DEFINITIONS:

ADA. Americans with Disabilities Act of 1990, 42 USC section 12101 et seq., as amended.

ANTENNA. Is defined in Utah Code section 54-21-101(1), as amended.

APPLICANT. A Wireless Provider who submits an Application to PCMC pursuant to the terms of this Ordinance and the Master License Agreement.

APPLICATION. Is defined in Utah Code section 54-21-101(5), as amended.

CITY. Park City Municipal Corporation.

CITY ENGINEER. The City Engineer, or authorized representative.

CITY RIGHT OF WAY. Is the area under City’s control on, below, or above a public: (i) roadway; (ii) highway; (iii) street; (iv) sidewalk; (v) alley; or (vi) property similar to property listed in (i) through (v). “City Right of Way” does not include: (i) the area on, below, or above a federal or state highway; or (ii) a fixed guideway, as defined in Utah Code section 59-12-102, as amended.

COLLOCATE. Is defined in Utah Code section 54-21-101(11), as amended.

DESIGN STANDARDS. The Design Standards: Small Wireless Facilities within the City Right of Way approved by City Council.

FCC. The Federal Communications Commission.

MACRO WIRELESS FACILITY. Antenna mounted on a tower or similar structure that is not a Small Wireless Facility or a micro wireless facility. A macro wireless facility is not permitted in the City Right of Way unless required by Federal law.

MASTER LICENSE AGREEMENT. An agreement between a Wireless Provider and the City that sets forth the general terms and conditions pursuant to which the Wireless Provider may install and operate Wireless Facilities in the City Right of Way.

PERMIT. An approved Application issued under this Title for construction, excavation or other work in, or obstruction of, the City Right of Way. The written authorization the City requires for a Wireless Provider to perform an action or initiate, continue, or complete a project, subject to the terms of this Chapter and a Master License Agreement. Other permits, including without limitation, a building permit and traffic control permit, may also be required.

PERSON. Means and includes any natural person, partnership, firm, association, public utility company, corporation, company, organization, or entity of any kind.

SMALL WIRELESS FACILITY. Is defined in Utah Code section 54-21-101(25), as amended.

STRUCTURE. For the purposes of this chapter, Structure means a Utility Pole, Wireless Support Structure, or Street Light Pole, as applicable and defined in the City’s Design Standards. Each use of the term includes any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to such Structure.

TELECOMMUNICATIONS. The transmission, between or among points specified by the user, of information of the user’s choosing (e.g., data, video, and voice) without change in the form or content of the information sent and received.

WIRELESS FACILITY. Is defined in Utah Code section 54-21-101(29), as amended.

WIRELESS PROVIDER. A person that provides Wireless Services to customers, and/or builds or installs Wireless Facilities.

WIRELESS SERVICE. Is defined in Utah Code section 54-21-101(32), as amended.

14-7-3: ORDERS, RULES AND REGULATIONS

In addition to the requirements set forth in this chapter, the City may adopt such orders, rules and regulations which are reasonably necessary to accomplish the purposes of this chapter and are consistent herewith.

14-7-4: MASTER LICENSE AGREEMENT REQUIRED:

- A. The City is empowered and authorized to grant nonexclusive Master License Agreements on a nondiscriminatory basis, governing the installation, operation, use and maintenance of Structures associated with Wireless Facilities and Wireless Facilities in the City's Right of Way in accordance with the provisions of this section.
- B. The City shall grant a Master License Agreement to a Wireless Provider subject to the approval of the City Attorney and City Manager. The Wireless Provider requesting the Master License Agreement shall execute the authorized Master License Agreement within 30 days of approval by City Manager and City Attorney. If the Master License Agreement is not executed by the Wireless Provider within 30 days then any and all applications from the Wireless Provider shall be denied as incomplete. All Master License Agreements shall be substantially in the same form, and any amendment or material change thereof will require approval of City Council.
- C. The term of a Master License Agreement may be renewed based on the terms of the Master License Agreement, only if the Wireless Provider is in compliance with all applicable laws, rules, and regulations, including this chapter, in the installation, operation, and maintenance of all existing Structures and Wireless Facilities operated by the Wireless Provider in the City.
- D. Before offering or providing any Wireless Services pursuant to the Master License Agreement, a Wireless Provider shall obtain all other regulatory approvals, permits, authorizations or licenses for the offering or providing of such services from the appropriate Federal, State, and local authorities, if required, and, upon request of the City, shall submit to the City evidence of the same, such as a license from the FCC or certificate from the State Public Service Commission.
- E. The grant of a Master License Agreement will not excuse the Wireless Provider from obtaining: (1) any permit or other authorization required to engage in or carry on any business within the City as required by the laws, rules, and regulations of the City, (2) any other permit, agreement, or authorization required in connection with the use of property or facilities owned by third parties, or (3) any other permit or authorization required in connection with excavating or performing other work in or along the City Right of Way.
- F. Wireless Provider shall comply with all applicable Federal, State, and City laws, rules and regulations, including those of the FCC, National Environmental Policy Act, and the National Historic Preservation Act.

- G. A Master License Agreement shall not convey title, equitable or legal, in the City Right of Way. A Master License Agreement is the right to occupy the City Right of Way on a nonexclusive basis for the limited purposes and time period stated in the agreement.
- H. A Master License Agreement granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond, and rights of termination or revocation.

14-7-5: PERMIT REQUIRED:

Except as otherwise provided by applicable law, any Wireless Provider desiring to install a Wireless Facility or a Structure associated with a Wireless Facility in the City Right of Way shall first submit an Application and obtain a Permit for such work pursuant to section 14-7-6 of this title, as amended. The City will not provide a permit to a Wireless Provider until the Wireless Provider submits a completed Application subject to Utah Code 54-21-302(3). If a Wireless Provider authorizes another person as a designee to act on behalf of the Wireless Provider to perform any activity contemplated by this chapter, such Wireless Provider shall be responsible for such designee in connection with the responsibilities of this chapter, and shall be responsible under this chapter and pursuant to the conditions of the Permit as if it were the designee.

14-7-6: APPLICATIONS:

- A. **Application Fee:** In order to offset the cost to the City to review Applications, a Wireless Provider shall pay to City a non-refundable application fee for a Permit to work in the City Right of Way for the installation or modification of a Wireless Facility. The cost of such Application is set forth on the City's consolidated fee schedule and shall comply with Utah Code section 54-21-501 et seq., as amended.
- B. **Form of Application:** The Application for a Permit shall be made available online, and is only subject to change by approval by City Manager and City Attorney. The Wireless Provider shall designate the purpose of the Permit and the type and location of the installation or modification.
- C. **Avoiding Redundant Submittals:** The City Engineer may allow a Wireless Provider to maintain on file with the Engineering Department any documentation that would otherwise be required for each individual Application, such as basic Wireless Facility design documents and pole load analyses. The Wireless Provider must update any such information as necessary to keep it current.
- D. **Completeness:** An Application will not be deemed complete without a fully executed Master License Agreement attached.

14-7-7: COMPENSATION:

- A. **Collocation Rate:** A Wireless Provider shall pay to City an annual fee for each Collocation on a City-owned Structure as set forth on the City's consolidated fee schedule.
- B. **Annual Rate:** A Wireless Provider shall pay to City an annual fee to use or occupy the City Right of Way, as set forth on the City's consolidated fee schedule unless otherwise provided by applicable law. In consideration for a Wireless Provider's right to use or occupy the City Right of Way as described herein, a Wireless Provider shall pay to the City an annual amount as set forth on the City's consolidated fee schedule. The City retains the right to modify or reduce the rate or fee on a non-discriminatory basis, as provided by Utah Code § 54-21-203(2).
- C. **Other Fees:** A Wireless Provider shall pay all other applicable fees established by City, specifically including but not limited to utility fees, permit fees, and business license fees.

14-7-8: OTHER REQUIREMENTS:

- A. **Design Standards:** The design and location of the Wireless Facility and/or Structure shall comply with the Design Standards adopted by the City.
- B. **Undergrounding:** The City may require a Wireless Facility to be placed underground as permitted by Utah Code section 54-21-207, as amended.
- C. **Insurance and Bonding:** A Wireless Provider will be responsible for carrying and maintaining insurance and bonds as may be required in the Master License Agreement or otherwise by the City and in connection with obtaining a Permit.
- D. **Indemnity:** A Wireless Provider shall indemnify, hold harmless, and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys' fees, arising out of or in connection with such provider's Wireless Facilities or use of the City Right of Way, unless and to the extent caused by the City's negligence. In addition to this indemnification, Wireless Providers are bound by any additional indemnification in the Master License Agreement.
- E. **Compliance with Law:** All Wireless Facilities must at all times comply with all applicable Federal, State, and local Building Codes and Safety Codes and regulations. To the extent this chapter conflicts with other provisions of City ordinances, this chapter shall control. All Wireless Facilities and Structures shall be constructed and installed to manufacturer's specifications. Provider shall obtain one or more FCC licenses, as required by the FCC, to operate its Wireless Facilities. The City may, at its discretion, perform testing to ensure any Wireless Facility is in compliance with the FCC's maximum permissible exposure limits of radio frequency emissions for the general public.

- F. **Additional Requirements:** Wireless Facilities and utility poles will be subject to any additional requirements set forth in the applicable Master License Agreement, Design Standards, Application, and Permit.

14-7-9: ENFORCEMENT AND REMEDIES:

- A. **Enforcement:** The City is responsible for enforcing and administering this chapter, and the City or its designee is authorized to give any notice required by law or under any Master License Agreement, Design Standards, Application, or Permit. Failure of City to require performance of any term in this chapter or the waiver by either party of breach hereof shall not prevent subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

B. **Removal of Wireless Facilities:**

1. In the event: a) the use of a Wireless Facility is discontinued for a continuous period of twelve (12) months; b) the term of the applicable Master License Agreement has expired; or c) any Wireless Facility or Structure has been installed in the City Right of Way without complying with the requirements of this chapter, and the respective Wireless Facilities have not been removed by the Wireless Provider within thirty (30) days of any such event, such Wireless Provider shall be deemed to have abandoned such Wireless Facility.
 2. If any Wireless Facility is deemed abandoned, the Wireless Provider shall remove its Wireless Facilities and Structures within thirty (30) days of the City's notice of such abandonment and shall repair and restore the City Right of Way to a similar or better condition than at the time of the installation. Failure to do so may result in the City's removal of the facilities and structures at the Wireless Provider's cost. The City shall have the right to inspect and approve the condition of the City Right of Way, Wireless Facilities, and Structures prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security required of a Wireless Provider shall continue in full force and effect during the period of removal and until full compliance by a provider with the terms and conditions of this section.
- C. **Default:** If a Wireless Provider defaults under any provision of this chapter and such default is not cured within thirty (30) days following notice by City to Wireless Provider of its default, or such longer cure period as permitted by City, City shall maintain all its rights and remedies, at law and in equity, including the ability to charge fines, recover fees and costs, and remove the Wireless Facilities. Without limitation, City may:
1. Fine the violating party one hundred dollars (\$100.00) per day per violation until the violation is cured;
 2. Terminate or suspend any Permit, or Master License Agreement held by the violating party; and
 3. Withhold issuing any new Permits to the violating party.

If the violation is not cured within thirty (30) days, or such longer cure period as may be permitted by City, City may use bond proceeds to remove and impound the Wireless Facilities at the expense of the violating party until the violation has been cured.

MASTER LICENSE AGREEMENT FOR SMALL WIRELESS FACILITIES IN CITY RIGHT OF WAY

This License Agreement For Wireless Facilities in the City Right of Way ("Agreement") is made and entered into as of the Effective Date by and between PARK CITY MUNICIPAL CORPORATION ("Licensor" or "City") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee" or "Wireless Provider").

RECITALS

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Section 1.

WHEREAS, Licensee seeks to construct, install, operate, maintain, and repair Wireless Facilities in the City's Right of Way, and to attach such Wireless Facilities to certain Structures in the City Right of Way, upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee's non-exclusive use of such Structures in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, Licensee will abide by and ensure all Applications, Structures, and Wireless Facilities are consistent with the "Design Standards: Small Wireless Facilities Within the City Right of Way," the applicable City ordinance, and the Application to be approved by the City Manager of Park City Municipal Corporation concurrently with this Agreement;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

"Abandon" means to permanently relinquish ownership of a Structure in its then existing location.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a Party.

"Agreement Initial Term" means an initial term of ten (10) years.

"Application" means an application by Licensee to use a Permitted Site.

"Casualty Event" means any casualty, fire, act of God, or other harm affecting a Structure licensed in whole or in part to Licensee pursuant to a Permit.

"City Right of Way" means the area under City's control on, below, or above a public: (i) roadway; (ii) highway; (iii) street; (iv) sidewalk; (v) alley; or (vi) property similar to property listed in (i) through (v). "City Right of Way" does not include: (i) the area on, below, or above a federal or state highway; or (ii) a fixed guideway, as defined in Utah Code § 59-12-102, as amended.

"Commencement Date" means the first day of the month following the day Licensee commences installation of the Wireless Facility at a particular location under a Permit.

"Days" means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state of Utah), that date shall be extended to the next business day.

"Default" means the failure by a Party to (1) perform any obligation or condition of this Agreement, including following all Laws, or (2) refrain from performing any action prohibited by this Agreement, where in either case such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the obligation, prohibition, or condition of this Agreement which the Party is alleged to have failed to perform.

Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such thirty (30) day period, and thereafter such efforts are completed with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party against whom the failure to perform has been alleged.

“Design Standards” means City document, Design Standards: Small Wireless Facilities Within the City Right of Way, as permitted by Utah Code § 54-21-103(4), as amended.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“Event of Force Majeure” means any act of God, strike, civil riot, fire, flood, material or labor shortage, restriction by governmental authority, and any other cause not within the reasonable control of the Party whose performance is required under the Agreement.

“FCC” means the Federal Communications Commission.

“Fee” means payment to Licensor by Licensee.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Facility utilizing a Structure authorized to be used by Licensee pursuant to a Permit.

“Laws” means all federal, state and local laws, ordinances, orders, rules and regulations applicable to Licensee’s use of the Wireless Facility on the Structure and Licensor’s ownership and use of the Structure and any other improvements or equipment in the City Right of Way, as the case may be.

“Licensor Indemnities” means Licensor, its officers, officials, employees, and volunteers.

“New Law” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Facility on public infrastructure or in the Right of Way, that differ, in any material respect from the rates, terms or conditions of this Agreement.

“Parties” means Licensor and Licensee collectively.

“Party” means individually Licensor and Licensee.

“Permit” means the Permit to install, construct, modify, maintain, operate, repair, replace, or upgrade a Wireless Facility and/or Structure.

“Permitted Site” means the areas of City Right of Way approved for Licensee’s Permitted Use as described or depicted in a Permit.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Facility and the Structure associated with a Wireless Facility necessary for the successful and secure use of the Structures.

“Person” or “Persons” means any person or entity.

“Pre-Approved Wireless Facility” means any Wireless Facility design for Licensee’s use of a Structure which has been approved in writing by Licensor.

“Public Improvement Project” means any construction or expansion of roads, streets, sidewalks, curbs, gutters, storm drainage facilities, sewer lines, water utility lines or other capital improvement project within Licensor’s jurisdiction undertaken by or on behalf of Licensor.

“Relocation Notice” means a written notice delivered to Licensee at least ninety (90) days prior to the date of Licensor’s desired relocation deadline.

“RF” means radio frequency.

“Structure” means a Utility Pole, Wireless Support Structure, or Street Light Pole, as applicable and defined in the City’s Design Standards. Each use of the term includes any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to such Structure.

“Substantial Modification” means a proposed modification or replacement to an existing Structure that will substantially change the physical dimensions of the Structure under the substantial change standard established in 47 C.F.R. Sec. 1.40001(7).

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Initial Term of this Agreement and any renewal terms exercised pursuant to Section 3.1 of the Agreement.

“Wireless Facility” means equipment at a fixed location that enables wireless communication between user equipment and a communications network, including equipment associated with wireless communications; and regardless of the technological configuration, a radio transceiver, an antenna, a coaxial or fiber-optic cable, a regular or backup power supply, or comparable equipment. For the purpose of this agreement a Wireless Facility is one: (a) on which each wireless provider’s antenna could fit within an enclosure of no more than six cubic feet in volume; and (b) for which all wireless equipment associated with the Wireless Facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet in volume, not including any: (i) electric meter; (ii) concealment element; (iii) telecommunications demarcation box; (iv) grounding equipment; (v) power transfer switch; (vi) cut-off switch; (vii) vertical cable run for the connection of power or other service; (viii) wireless provider antenna; or (ix) coaxial or fiber-optic cable that is immediately adjacent to or directly associated with a particular collocation, unless the cable is a wireline backhaul facility.

2. GRANT OF LICENSE. To the extent not already governed by Laws, and subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee: (i) the non-exclusive right to construct, lease, operate and maintain Structures and/or Wireless Facilities at the Permitted Sites, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, remove, or retain in, on, over, under, upon, across, or along City Rights of Way such Structures and/or Wireless Facilities as may be necessary or appurtenant to the Permitted Use; and (ii) as applicable, a license for Licensee’s use of the Permitted Sites as necessary to utilize, replace, or upgrade Licensor’s Structures, as provided herein and as provided in the individual Permit signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of this Agreement. No use of Licensor’s Structures under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures. Nothing in this Agreement grants Licensee the right to make any Wireless Facility or Structure, or to install other facilities, including Wireless Facilities or Structures, that do not conform to this Agreement.

3. TERM

3.1 Agreement Term. This Agreement shall commence as of the Effective Date, and remains in full force and effect for the Agreement Initial Term and any following renewal terms, unless sooner terminated in accordance with the terms of this Agreement. The Initial Term of this Agreement will automatically renew for up to three (3) successive five (5) year renewal terms, unless one Party provides written notice of termination to the other Party at least sixty (60) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be. Parties may only terminate this Agreement as provided herein.

3.2 Permit Term. A Permit is valid for the duration of the Master License Agreement between the Licensee and Licensor, unless sooner terminated in accordance with the terms of this Agreement.

4. CHARGES, BILLING AND PAYMENT

4.1 Fees. Licensee shall pay to Licensor an Application Fee, an Annual Fee, and a Collocation Fee if applicable for each Wireless Facility and/or Structure as required in City Code [enter section 14-7-6 and 14-7-7]. All Fees shall comply with the provisions of Utah Code § 54-21-501 – 504, as amended, and be found on the consolidated fee schedule. The Fees shall be the maximums set out by the Utah Code, including the Application Fee set at Utah Code § 54-21-503(3-4), the Annual Fee set at Utah Code § 54-21-502(2)(a)(v)(B), and the Collocation Fee set at Utah Code § 54-21-504. The City retains the right to modify or reduce the rate or fee on a non-discriminatory basis, as provided by Utah Code § 54-21-203(2).

4.2 Timing of Payment. Licensee shall pay the Application Fee upon submission of the Application. Annual and Collocation Fees are due within thirty (30) days of Licensee's receipt of Permit. Thereafter, any Fees due shall be paid on or before each anniversary of the receipt of Permit.

4.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Application, Annual, and Collocation Fees) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Invoices shall be paid by Licensee within thirty (30) days of receipt from Licensor of an invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

5. APPLICATION AND PERMIT

5.1 Application. Subject to Section 5.4 below, before installing any new or additional Structure or Wireless Facility in the City Right of Way, Licensee shall apply for a Permit from Licensor using the Application. The City has the right to require potential Licensees to submit proof of compliance with Laws along with the Application. This proof includes but is not limited to RF Certifications from the FCC, environmental assessments, and other documents that may be required under the National Environmental Policy Act and the National Historic Preservation Act or other Laws.

5.2 Processing of Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee in writing, physical or electronic, of the specific deficiencies in any Application within thirty (30) days of its submission, and Licensor will take reasonable steps to approve or reject each Application within sixty (60) days of its submission for a collocation and within ninety (90) days of its submission for a new deployment, as set forth in Utah Code § 54-21-302, as amended, and the Utah Code shall control. A deficient Application expires ninety (90) days after notification by Licensor if Licensee does not respond. Licensor may deny an Application for any reason consistent with Laws. With respect to an Application for the attachment of Wireless Facilities to a Licensor-owned Structure, Licensor may, on Technical Grounds, deny all or part of an Application, or limit the number and/or technical characteristics (e.g., weight or size) of any Wireless Facility on any such Structure. In the event of rejection on Technical Grounds of an Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Application, then the Parties shall promptly proceed in good faith to sign and deliver a Permit for the Wireless Facility.

5.3 Consolidated Application. For Applications involving the installation, modification, or replacement of multiple Wireless Facilities that are substantially similar in design on multiple Structures, Licensee may, in its discretion, file a consolidated Application for utilization of multiple Structures not to exceed 25 total sites, and upon approval by Licensor, the Licensor shall issue a separate Permit for each approved Structure. Licensee may submit no more than one consolidated Application, or no more than 25 singular Applications, within 30 days of submitting a previous Application.

5.4 Modifications and Replacements. Licensee must submit a new Application and receive a new Permit to modify, replace, or upgrade a Wireless Facility if the modification, replacement, or upgrade involves a Substantial Modification. If a modification, replacement, or upgrade to a Wireless Facility does not involve a Substantial Modification, Licensee shall be allowed to perform such modification,

replacement, or upgrade to its Wireless Facility without further land use review or approval by Licensor; provided, however, that all other municipal reviews and approvals, including the issuance of a building permit and encroachment permits, shall be required. In connection with the foregoing, Licensor has the right to require wireless providers to submit proof of compliance with Laws. This proof includes but is not limited to RF Certifications from the FCC, environmental assessments, and other documents that may be required under the National Environmental Policy Act and the National Historic Preservation Act or other Laws. If the modification, replacement, or upgrade would have an impact on the RF emissions at the Permitted Site, the wireless provider must submit an updated RF Certification to the City within 30 days of the modification, replacement, or upgrade.

5.5 Pre-Approved Wireless Facilities. Once a Wireless Facility design has become a Pre-Approved Wireless Facility for Licensee's use of a Structure, then Licensee shall be allowed to install a Wireless Facility using any such Pre-Approved Wireless Facility without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the Application processing and building permit review processes. All other municipal reviews and approvals, including the execution of a Permit, building permits and right of way/encroachment permits, shall apply to the installation of any Pre-Approved Wireless Facility.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Structures and Wireless Facilities in safe condition and good repair in accordance with this Agreement, the Design Standards, Application, Permit, and any other Laws.

6.2 Costs To Rearrange/Adjust Third Party Facilities. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Facility, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6.3 No Liens. Licensee will not allow the placement of any lien with respect to any Structure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within thirty (30) days of the lien being recorded on the Structure.

6.4 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors which perform work in furtherance of this Agreement are adequately trained and skilled to access Structures in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Facilities; provided, however, that if Licensee and Licensor agree to utilize Licensor's electrical service serving Licensor's Structure for a particular Wireless Facility, then commencing on the first (1st) day of the month following the date that Licensee first utilizes Licensor's electrical service to provide power for the Wireless Facility, Licensee shall pay to Licensor a flat utility usage Fee set out in the City's consolidated fee schedule each month until such use is discontinued by Licensee.

8. OPERATION AND MAINTENANCE

8.1. RF Emissions. Licensee's operation of its Wireless Facilities shall comply with all FCC regulations regarding RF emissions and exposure limitations. Licensor may, at its discretion, perform testing to ensure Wireless Facilities are in compliance with the FCC's maximum permissible exposure limits of RF emissions for the general public. Licensee is allowed to install signage as long as it complies with the City's Sign Code, and other mitigation such as a power cut-off switch on Structures, to allow workers to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no

event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the Licenser shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Facilities and agree to limit the frequency of power-downs and to restore power as promptly as reasonably possible.

8.2 Interference.

(a) Licensee shall operate its Wireless Facilities in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licenser and other third parties in or upon a Structure, provided such transmissions are operated in compliance with Laws.

(b) Licenser will not, nor will Licenser knowingly permit its employees, tenants, licensees, invitees, agents or independent contractors to cause Interference with Licensee's existing Wireless Facilities, Licensee's use of the Structure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licenser will meet and confer with Licensee within thirty (30) days of Licenser's receipt of notice of Interference from Licensee, and will otherwise diligently work in good faith with Licensee to determine the cause of the Interference and to develop reasonable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Relocation for Public Improvement Projects. In the event Licenser desires to undertake a Public Improvement Project in a manner likely to cause Interference with Licensee's Wireless Facility, Licenser shall have the right to cause Licensee to relocate its Structure and/or Wireless Facility subject to the terms and conditions set forth herein; provided, however, Licenser shall use reasonable efforts to fully accommodate Licensee's continuing use of the Structure without relocation if it is reasonably possible to do so. Licensee assumes all risk and costs of relocation when submitting an Application and using the City Right of Way for its Structures and/or Wireless Facilities.

(a) Relocation. If Licenser's Public Improvement Project requires Licensee to relocate its Structure and/or Wireless Facility from all or any portion of the City Right of Way, Licenser shall have the right to require Licensee to relocate the Permitted Site upon the following terms and conditions: (i) Licenser shall deliver to Licensee a Relocation Notice to relocate the Structure and/or Wireless Facility; (ii) Licenser shall identify a suitable alternate location that provides substantially similar signal coverage for the Wireless Facility as that of the Permitted Site being relocated; (iii) such relocation will be performed exclusively by Licensee with costs allocated in accordance with Laws; (iv) Licensee shall have ninety (90) days from receipt of Relocation Notice to relocate the Structure and/or Wireless Facility; (v) Licensee shall have the right to operate a temporary cell site if feasible in a mutually agreeable location in the vicinity of the Permitted Site during such relocation with no additional Fee due to Licenser; and (vi) the applicable Fee for the Permit shall not abate, provided such temporary cell site is available to Licensee. Licensee shall not be required to pay any additional Application, review or other Licenser Fees in connection with any relocation initiated by Licenser. If in Licensee's reasonable judgment no suitable Relocation location can be found, then Licensee shall have the right to terminate the applicable Permit for which Licenser is requiring relocation upon written notice to Licenser, and without penalty or further obligation.

(b) Relocation in the Event of Emergency. Notwithstanding Section 9.1(a) above, in the event of an Emergency, Licenser will endeavor to provide as much notice to Licensee for the relocation of the Structure and/or Wireless Facility as warranted by the circumstances pertaining to the Emergency. Licensee shall relocate its Structure and/or Wireless Facility as soon as practicable.

9.2 Abandonment. If Licenser determines to Abandon any Licenser-owned Structure, then Licenser shall give Licensee at least sixty (60) days' prior written notice of Licenser's intent to Abandon

the Structure. Licensee must remove or otherwise dispose of its Wireless Facilities within this sixty (60) day period at which time the Permit shall automatically terminate.

10. INSURANCE AND BOND

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

(a) General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(b) Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

(c) Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

(d) Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

(e) Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

(f) Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

(g) The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(h) For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

10.2 Compliance Bond. Upon approval of the Application, the Licensee shall be required to post a bond in the amount of \$50,000 for each Wireless Facility, such bond to be held and maintained during the entire period of Licensee's operation of each Wireless Facility in the City, as a guarantee of compliance with this Agreement, the City's Ordinance, Permit and all other Laws. This bond may be used for any costs incurred by the Licensor to cure Licensee's non-compliance.

11. INDEMNIFICATION

11.1 Indemnification by Licensee. To the extent permitted by law, Licensee shall indemnify, hold harmless and, at Licensor's sole option, defend Licensor Indemnitees, and each of them, from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorney's fees, and other charges and expenditures that Licensor Indemnitees, or any of them, may incur, asserted by third parties against Licensor Indemnitees, or any of them, by reason of the installation, operation, use, repair, or removal of Structures and/or Wireless Facilities or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors, except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor Indemnitees, or any of them.

12. DEFAULT AND TERMINATION

12.1 Termination by Licensor. Licensor may terminate a permit provided under this agreement if the Licensor: (i) terminates the Master License Agreement (vii) determines a Wireless Facility or Structure has been abandoned in accordance with Section 9 of this Agreement or (viii) is no longer required by State and Federal law to allow Wireless Facilities in the public right of way.

12.2 Licensee's Default and Licensor's Remedies. If Licensee is in Default, pursuant to the defined term, then thereafter Licensor may elect any of the following remedies:

- (a) terminate this Agreement, provided such Default affects all Permits and this Agreement as a whole;
- (b) if applicable, suspend Licensee's access to the Licensor-owned Structure to which the Default pertains;
- (c) terminate the specific Permit(s) or affected portion thereof covering the Wireless Facility or Structure(s) to which the Default pertains;
- (d) require Licensee's obligation to which the Default has been declared to be specifically performed;
- (e) use the compliance bond to cure the Default at the expense of the Licensee; or
- (f) maintain an action at law against Licensee for damages incurred by Licensor arising directly from Licensee's uncured Default.

12.3 Termination by Licensee. Licensee may terminate this Agreement without cause by providing sixty (60) days' notice to Licensor.

12.4 Voluntary Termination of Permit

- (a) A Permit may be terminated by Licensee for any reason or no reason at any time prior to the Commencement Date effective upon written notice to Licensor.
- (b) A Permit may be terminated by Licensee after the Commencement Date for any reason or no reason, and such termination shall be effective following thirty (30) days' written notice to Licensor and the removal of the Wireless Facility and Licensee's payment to Licensor of a termination fee equal Twenty-Five Percent (25%) of the Fee, at the then-current rate. Notwithstanding the foregoing, no

such termination fee will be payable on account of the termination of a Permit by Licensor, or by Licensee under any termination provision contained in the following Sections of this Agreement: Section 9.1, 9.2, 12.2, 12.3, 12.4(a), or 13. Additionally, in the event Licensee has paid a Fee to Licensor for the use of the Permitted Site, then Licensor shall have the right to retain the Fee without refund or other credit to Licensee.

12.5 Licensor's Default and Licensee's Remedies. If Licensor is in Default, then Licensee may terminate this Agreement or elect to pursue any rights or remedies available to Licensee at law or in equity.

12.6 Removal after Termination. Within sixty (60) days following expiration or early termination of any Permit, Licensee shall restore the Structure to the original condition.

13. CASUALTY. In the event of damage to a Licensor-owned Structure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event can reasonably be expected to disrupt Licensee's operations on the Licensor-owned Structure, for more than forty-five (45) days, then Licensee may elect from among the following alternatives at any time following such Casualty Event: (i) terminate the applicable Permit or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place and operate a temporary facility, if feasible and approved by Licensor, at a mutually agreeable location in the vicinity of and reasonably equivalent to Licensee's current use of the Licensor-owned Structure until such time as the Licensor-owned Structure is restored and the Wireless Facility is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Application for an alternate location equivalent to Licensee's current use of the Licensor-owned Structure, in which case Licensor shall waive the Application Fee and transfer all remaining rights to the new Licensor-owned Structure as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Permit, notice of termination shall cause the applicable Permit or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Permit. If Licensee does not elect to terminate the applicable Permit, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that either the temporary facility is placed and operational as provided in (ii) above, or the Wireless Facility or Licensor-owned Structure is relocated as provided in (iii) above.

14. MISCELLANEOUS PROVISIONS

14.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

If to Licensee (including invoices): [Name of Company] Attn: [enter] Re: Wireless Facility on Public Structures (City of ____) (____) FA No.: _____ [street name] [city],[state] [zip code]	If to Licensor: <u>Engineering Department</u> <u>P.O. Box 1480</u> <u>Park City, UT 84060</u> _____
With a copy to the [company] Legal Department: [Name of Company] Attn: [enter] Re: Wireless Facility on Public Structures (City of ____) (____)	

FA No.: _____ [street name] [city],[state] [zip code]	
---	--

Contact Information for day to day operation:

Licensor: 435-615-5075; Engineering_Mail@parkcity.org

Licensee: _____

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

14.2 Force Majeure. Time periods for performance under this Agreement shall be deemed extended day for day for time lost attributable to any delay resulting from any Event of Force Majeure.

14.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the authorized successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee's assets in the FCC market area where the Structures are located.

14.4 Compliance with Laws. Licensee and Licensor agree to comply with all Federal, State, County, and Local Laws.

14.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of Utah without regard to its conflict of laws principles, and, where applicable, federal law.

14.6 Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement or any Permit, or the alleged breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise in writing. The mediator shall be mutually selected by the Parties. In case of disagreement, the mediator shall be selected by lot from among two nominations of mediators licensed to practice law in Utah provided by each Party. All costs and fees required by the mediator shall be split equally by the Parties, otherwise each Party shall bear its own costs of mediation. If mediation fails to resolve the dispute within ninety (90) days after the demand for mediation, either Party may pursue litigation to resolve the dispute. Demand for mediation shall be in writing and delivered to the other Party to this Agreement, and shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.

14.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to take into consideration the New Law on a going forward basis for all existing and new Wireless Facilities. In the event that the Parties are unable to agree upon any new Fees, rates, or terms of conditions within ninety (90) days after such notice, then any Fees, rates, or terms contained in the New Law shall apply as of the effective date of the New Law forward until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

14.8 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

14.9 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

14.10 Entire Agreement; Amendments. This Agreement embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

14.11 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

14.12 Electronic Signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

[FULL NAME OF LICENSOR]

[Company Name]

By: [Person name]

Its: [Position]

By:_____

By:_____

Name:_____

Name:_____

Its:_____

Its:_____

Date:_____

Date:_____



SMALL WIRELESS FACILITIES IN CITY RIGHT-OF-WAY



DESIGN STANDARDS

Adopted XXXXX 2021

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1.0 BACKGROUND AND PURPOSE

Pursuant to Utah Code §§ 54-21-101, et seq., as amended, Wireless Providers are permitted to locate Small Wireless Facilities (SWFs) in the City Right-of-Way (ROW). This network of low-powered micro Antennas provide cellular and data coverage to supplement the Wireless Provider's macro-cellular network. SWFs will improve the Wireless Providers' ability to meet current and future consumer cellular and data needs.

These Design Standards establish design and aesthetic requirements and specifications that all SWF installed within the ROW must meet prior to installation within Park City boundaries. SWFs installed within the ROW are bound to these Design Standards. Deviations from these standards may be approved if reasonable on a case-by-case basis by the City Engineer prior to installation, provided such deviations comply with the Municipal Code of Park City Chapter 14-7 and the Master License Agreement entered into by Park City and the Wireless Provider.

Wireless Providers shall consider the aesthetics of the existing Structures near proposed SWF locations, with special attention given to the details of neighborhoods with unique streetlight assemblies. Unique assemblies may include mast arms, decorative pole bases, architectural luminaires, mounting heights, pole colors, etc. Collocation as defined in Utah Code § 54-21-101 is preferred over new support structures wherever possible if it can be accomplished in a way that better compliments the character of the surrounding area. Wherever feasible the use of infrastructure sharing is encouraged in order to limit the impact of new SWFs.

There are several different SWF installations that are permitted within Park City that are listed below.

- Attachments to traffic signal poles (Requires UDOT approval for State Roads 224 and 248)
- Attachments to streetlights
- New freestanding installations (standalone poles) if collocation is not feasible.
- Other attachments including but not limited to street signs, kiosks, etc.

Collocation of SWFs to structures not owned by the City requires approval from the owner of the structure in question.

1.1 DEFINITIONS

For the purposes of these standards, the following terms shall have the following meanings:

- **ANTENNA:** As defined in Utah Code § 54-21-101.
- **APPLICABLE CODES:** Municipal Code of Park City (MCPC); The International Building Code (IBC); the International Fire Code; the National Electrical Code (NEC); National Electric Safety Code (NЕСA); as adopted and amended under the State Construction and Fire Codes Act, Utah Code § 15A-1-101 et seq., as amended.
- **APPLICABLE STANDARDS:** The structural standards for Antenna supporting structures and Antennas, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.
- **APPLICANT:** As defined in Utah Code § 54-21-101.
- **APPLICATION:** As defined in Utah Code § 54-21-101.
- **CANTENNA:** A structural, weatherproof enclosure that protects an antenna. The Cantenna is constructed of a material that minimally attenuates the electromagnetic signal transmitted or received by the antenna. Cantennas protect antenna surfaces from weather and/or conceal antenna accessory equipment from public view.
- **CITY:** Park City or Park City Municipal Corporation (PCMC).
- **COLLOCATE:** As defined in Utah Code § 54-21-101.
- **DECORATIVE POLE:** As defined in Utah Code § 54-21-101.
- **DESIGN STANDARDS:** These *Small Wireless Facilities in City Right-of-Way Design Standards* adopted by the City Council.
- **FCC:** Federal Communications Commission.
- **HISTORIC DISTRICT OR HISTORIC BUILDING, STRUCTURE, SITE OR OBJECT:** As defined in Land Management Code § 15-15-1.
- **MPE:** Maximum permissible exposure as defined by the FCC.
- **PERMIT:** As defined in Utah Code § 54-21-101.
- **RIGHT-OF WAY (ROW):** As defined in Utah Code § 54-21-101.
- **RMP:** Rocky Mountain Power or its successor.
- **RF:** Radio frequency.
- **RADIO FREQUENCY CERTIFICATION REPORT:** A report to be prepared by and signed by a qualified professional RF Emissions Engineer to accurately record information about each SWF. The report consists of a RF Emission Certification Template and a RF Location Certification. See Section 8 of the Design Standards.

- **STRUCTURE:** Means a Traffic Signal Pole, Standalone Pole, Utility Pole, Wireless Facility, Wireless Support Structure, or Street Light Pole. The term Structure includes any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to such Structure. The term Structure includes the following:
 - **STREET LIGHT POLE:** A pole (wood, steel, or concrete) spaced at intervals along a road or parking lot that provides illumination along the road or parking lot.
 - **TRAFFIC SIGNAL POLE:** A pole (wood, steel, or concrete), which contains a mast arm and other infrastructure to support traffic signal operations.
 - **STANDALONE POLE:** A freestanding pole, sometimes referred to as a monopole (see also Utah Code § 54-21-101, “Wireless Support Structure”), installed for the primary purpose of supporting a SWF. May also be used for lighting or signage as required by the City.
 - **UTILITY POLE:** As defined in Utah Code § 54-21-101.
 - **WIRELESS FACILITY:** Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, Antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless Facility includes Small Wireless Facilities. Wireless Facility does not include: (i) the structure or improvements on, under, or within which the equipment is Collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an Antenna.
 - **WIRELESS SUPPORT STRUCTURE:** As defined in Utah Code § 54-21-101.
- **SMALL WIRELESS FACILITY:** A wireless facility on which each provider’s Antenna could fit within an enclosure of no more than six (6) cubic feet in volume and for which all related accessory equipment whether mounted on a pole or the ground, is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume; electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.
- **WIRELESS PROVIDER:** As defined in Utah Code § 54-21-101.

2.0 GENERAL STANDARDS

2.1 GENERAL REQUIREMENTS

- Structure shall be located relative to property lines per Figure 6.6.
- New or replacement Structures cannot be located within an area designated for snow storage.
- Structure shall be located at the intersection of property lines, or along secondary property street facing.
- Structure shall be located with appropriate clearance from existing utilities.
- Structure shall be located preferably equidistant from adjacent poles.
- In primarily residential neighborhoods, noise shall be limited to 5dBA above ambient sound, not to exceed 30 dBA as measured at a property line. If the SWF does not generate noise, include this information in the submittal so information can be shared with neighborhood. City noise restrictions related to construction apply.
- Due to the number of Structures throughout the City and multiple HOAs or planned communities within Park City, the Applicant shall consider and provide SWF equipment similar to adjacent existing Structures.
- All Structures located within the ROW shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel, or interfere with the operation and maintenance of signal lights, signage, streetlights, street furniture, fire hydrants, or business district operations .
- SWFs must not bear signage, advertisement, or unnecessary lighting. The City and FCC may require safety warnings and contact information.
- If Structures are owned by third parties, the wireless provider will be required to provide documentation to the City from the owner that they have obtained permission to install SWFs on the respective Structure.
- All Wireless Facilities not on a Structure shall be located in a ground mounted or underground utility box. Fiber in conduits shall be flush with the Structure.
- Attachments to an enhanced or decorative service area streetlight poles cannot change overall character of light or proportion of the luminaries with the placement of a Cantenna. The lighting level of service cannot be decreased. If possible, all equipment shall be located inside the pole.

- SWFs shall be designed in a manner that allows City workers and contractors to easily shut off radio signals and power while working on pole. (The City has the right to turn off or disconnect for necessary operations).
- Attachments to a Structure should have a smooth transition between the SWF and the Structure and (except for the top of a Cantenna) shall not have any flat surface of more than 1.5 inches to prevent creation of a ledge.
- A new SWF must provide adequate separation from any Park City-owned electronics, backhaul, or associated facilities.
- All SWFs and Wireless Provider-owned Structures shall be maintained by the Wireless Provider in a clean and good condition, free of graffiti, rusting, excessive dirt, and peeling paint. Park City shall have the authority to conduct inspections of the Wireless Facilities and Structures at any time to determine whether such Wireless Facilities and Structures comply with the requirements of these Design Standards.
- A Wireless Provider shall not possess, use, generate, release, discharge, store, dispose of, or transport any hazardous materials on, under, in, above, to, or from any right-of-way except in compliance with all applicable environmental laws and pre-approved by City. Wireless Provider shall promptly reimburse City for any fines or penalties levied against City because of Wireless Provider's failure to comply with environmental laws.
- A Wireless Provider may trim trees overhanging the City right-of-way to prevent the branches of such trees from coming in contact with the Wireless Facilities only with permission and under the direction of the City Engineer and at the Wireless Provider's expense.

2.2 LOCATION PREFERENCES:

- Unobtrusive Collocation on existing wireless facilities wherever possible.
- On-strand attachment to a utility pole.
- Attachment to utility poles.
- Attachment to plain wood or metal streetlights.
- Installation of standalone poles.
- Attachment to traffic signal poles.
- Attachment to kiosks or bins.

2.3 SMALL WIRELESS FACILITY EQUIPMENT

AESTHETICS – All Wireless Facility equipment should match the aesthetics of the pole and surrounding poles.

INTERNAL INSTALLS - Equipment shall be installed within an existing pole when technologically feasible and always on a new pole unless the Applicant proves to the satisfaction of the City Engineer structural feasibility for attachment to an existing pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.

EXTERNAL SHROUDING - The Antenna shall be contained in a Cantenna and any other equipment shall be contained in an equipment cabinet unless the visual impact can otherwise be reduced by its location on the pole.

ELECTRICAL SERVICE - Requirements per RMP.

WIDTH – In the event of ancillary SWF equipment, the preferred method for storage is either within an existing base cabinet, an aesthetically similar base concealment, or an underground enclosure. In the event these options are not available, a side mounted enclosure may be utilized, with a width not to exceed 16” and an overall volumetric capacity not to exceed four cubic feet.

SIDEARM (OFF-SET) INSTALLS - If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.

CONDUITS - All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.

HARDWARE ATTACHMENT - All hardware attachments should be hidden. Welding onto existing equipment is not permitted.

COLOR - All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.

EQUIPMENT CABINET ACCESS DOORS - Lockable access door sized to install, maintain, and remove all Wireless Facility equipment as needed shall meet Wireless Provider's requirements. Utility access shall be per RMP requirements.

CABLES - All cables shall be clearly labeled for future identification.

CANTENNAS - Cantenna must be mounted directly on top of a standalone pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and Cantenna is required. Cantenna shall minimize width and volume as much as possible but maximum Cantenna diameters for SWFs shall be 22.5 inches.

STICKERS - Any on-pole cabinet and ground mounted utility box should be labeled a (1) RF warning sticker, background to match pole color, no larger than 4 x 6 inches facing to the street near the elevation of the antennae; and (2) 4 x 6 inch (maximum) plate with the Wireless Provider's name, location, identifying information, and 24-hour emergency telephone number. Advertising, logos, or decals are prohibited.

LIGHTS - There shall be no lights on the equipment unless required by federal law.

GROUND MOUNTED EQUIPMENT BOX - Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.

HEIGHT OF EQUIPMENT ON POLE - The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.

POWER METER - As required by RMP and in a location that (1) minimizes its interference with other users of the City right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the right-of-way, and (2) minimizes its aesthetic impact.

2.4 NEW AND REPLACEMENT METAL POLES

POLE STYLE - Round. Pole shall match aesthetics of surrounding streetlights. Pole extension on traffic signal pole shall match the rest of the pole.

POLE CONNECTION - Attachments to the side of a pole must be placed perpendicular to the street away from the vehicular traffic.

COLOR – Any pole, pole extension, attachment, or associated appurtenance shall match the existing streetlight pole color aesthetics and be deemed sufficiently corrosion resistant.

HEIGHT - Any pole with a Collocated Wireless Facility shall not exceed 50 feet including the equipment or 10 feet taller than the tallest light pole or utility structure within a 300-foot radius of the proposed location, whichever is shorter. Pole shall be measured from the top of the foundation to the top of the Cantenna.

DESIGN WIND VELOCITY - All structural components of Wireless Facility and Structure, pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, Cantenna, and other attachments to be used shall be designed for a minimum of 115 MPH wind velocity, in accordance with AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, TIA-222 rev G and ASC 710 with IBC 2012 (or latest standard), plus amendment for snow loading and other local conditions. Any pole not meeting these requirements may not be used for a Wireless Facility, or must be replaced.

CONDUITS - All cables shall be in conduits and shall be flush with the pole unless required to be installed inside the pole.

2.5 SMALL WIRELESS FACILITY COLLOCATED ON A POLE

Subject to the provisions of this Section, Collocation of Wireless Facilities is generally preferred over new support structures if it can be accomplished in a way that better compliments the character of the surrounding area.

Collocation with non-municipal facilities: Collocation on facilities or support structures owned by parties other than the City is subject to the following:

Where an existing facility or support structure can potentially accommodate collocation of a new wireless facility, collocation will be required unless:

- The Applicant submits substantial evidence supporting the unsuitability of the Collocation;
- The owner of the existing facility or support structure is unwilling to accommodate the Applicant's equipment and cannot be required to cooperate.

Authorization for Collocation on a facility or support structure owned by a party other than the City will be voided if the facility or support structure is destroyed, removed, relocated, or replaced, unless:

- The owner of the collocated facility obtains a new Right-of-Way use Permit; or
- The facility or support structure accommodating the collocation is replaced with a facility or support structure comparable in size, mass, appearance, and placement, as determined by the City Engineer.

All installations are subject to the City Permit Application and review process.

2.6 POWER AND GROUND MOUNTED UTILITY BOXES

- Back up batteries must be in a ground mounted utility box, or underground where possible.
- A separate meter and disconnect is required for both the power and the cell signal that can be accessed and operated by street lighting maintenance personnel.
- Ground mounted utility boxes must have metered power.

2.7 STANDARDS FOR SWFs NEAR PROPERTIES LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES AND/OR WITHIN HISTORIC ZONING DISTRICTS (HRL, HR-1,

HR-2, HRM, HRC, HCB) AND/OR ADJACENT TO A SIGNIFICANT OR LANDMARK SITE LISTED ON THE PARK CITY HISTORIC SITES INVENTORY (LMC § 15-11-10)

To maintain and protect the character of:

- (1) The Park City Main Street Historic District listed in the National Register of Historic Places,
- (2) The Historic Districts created by City Council pursuant to Utah Code § 10-9a-503 and designated Historic Zoning Districts in Land Management Code Chapters 15-2.1 through 15-2.6, and
- (3) Sites, buildings, and structures listed in the National Register of Historic Places and/or designated Landmark or Significant on the Park City Historic Sites Inventory outlined in Land Management Code § 15-11-10,

Wireless Facilities proposed to be located within Historic Districts or within 250 feet of Historic Districts or Historic Sites are subject to these Design Standards and this Section 2.7, and to review and approval by Historic Preservation staff and the Planning Director prior to the execution of the Master License Agreement.

Applications submitted for the placement of Wireless Facilities within 250 feet of districts, sites, buildings, structures, or objects significant in American history, architecture, archeology, engineering, or culture that are listed or are eligible for listing in the National Register of Historic Places, are required to obtain approval pursuant to Section 106 of the National Historic Preservation Act prior to the execution of the Master License Agreement.

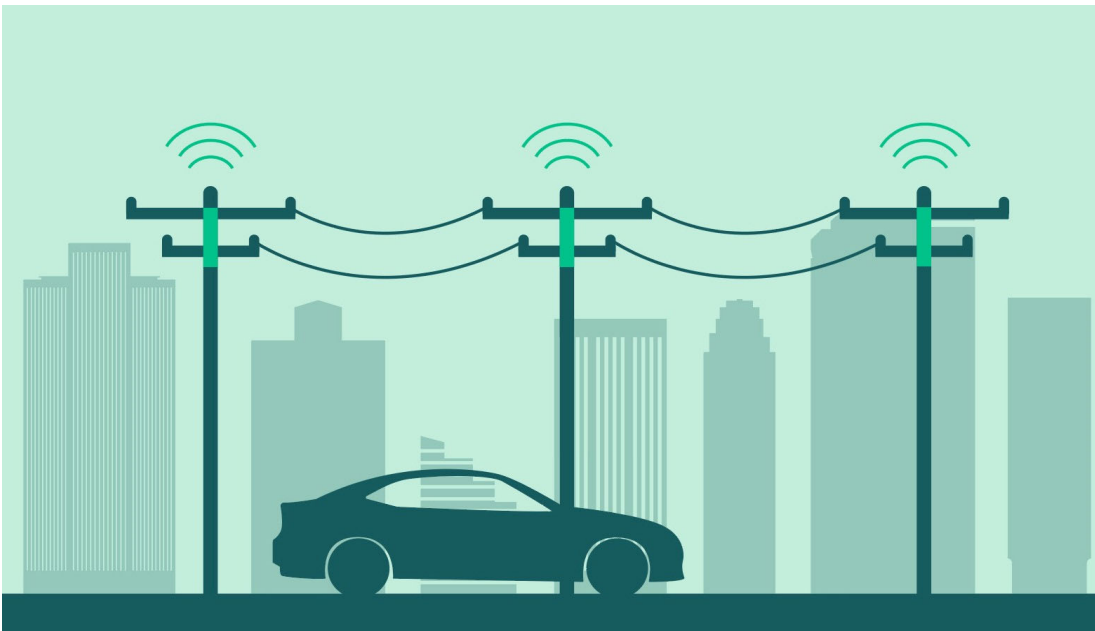
SWFs proposed to be located within Historic Districts or within 250 feet of a Historic District or Historic Site are subject to the following:

- Wireless Providers shall submit a Small Wireless Facility Historic District Design Review Pre-Application for review by the Planning Department.
 - There is no Pre-Application fee.
 - The Pre-Application shall include the materials submitted to the Engineering Department for the SMALL WIRELESS FACILITY WITHIN PUBLIC RIGHTS-OF-WAY AND ENCROACHMENT PERMIT APPLICATION & AGREEMENT, as well as four photographs showing panoramic views of the proposed location in the neighborhood context, and proposed materials and colors.
 - Historic Preservation staff and the Planning Director shall review a complete Pre-Application within seven business days and shall notify the applicant regarding approval, conditions or approval, or denial by the end of the seventh business day.
- Wireless Facilities must employ screening, concealment, camouflage, and

stealth techniques to minimize visual impacts.

- If a Wireless Provider must displace a Main Street Decorative Light to collocate a SWF, the replacement Structure must reasonably conform to the design aesthetic and height of the displaced Main Street Decorative Light. See Attachments A & B.
- Wireless Facilities shall not be installed along the primary façade or lot frontage of a site, building, or structure listed on the National Register of Historic Places and/or designated Landmark or Significant on the Park City Historic Sites Inventory.
- The height of any new or replacement Structure shall not exceed the Building Height for that Zoning District.
- The design of Wireless Facilities shall be integrated with existing Structures, including height, color, style, placement, design, and shape.
- A Wireless Provider shall not install a new Structure in City ROW adjacent to the Historic Residential Low – Density, Historic Residential – 1, Historic Residential – 2, and Historic Residential Medium Zoning Districts if the curb to curb measurement of the ROW is 60 feet wide or less as depicted on the official plat or other measurement provided with the Application, unless the City has given prior written consent based on evidence provided that demonstrates:
 - There is insufficient wireless service to meet the demand in the immediate vicinity.
 - There are no other feasible options to provide adequate service along the residential street.
 - Preferred to be between curb and sidewalk in park strip. If no park strip is available, consider a corner installation before an installation on lawn.
- Ground mounted utility boxes shall be undergrounded when possible. If ground mounted utility boxes cannot be undergrounded as determined by the City Engineer, ground mounted utility boxes shall be shielded by landscaping, pursuant to Land Management Code Chapter 15-13, and § 15-5-5(N).

3.0 ATTACHMENTS UTILITY POLE (includes Park City & Third Party poles)



3.1 PURPOSE

This Section is for attachment of a SWF to Park City or a third party utility pole. A SWF attachment will conform to pole owner's attachment standards.

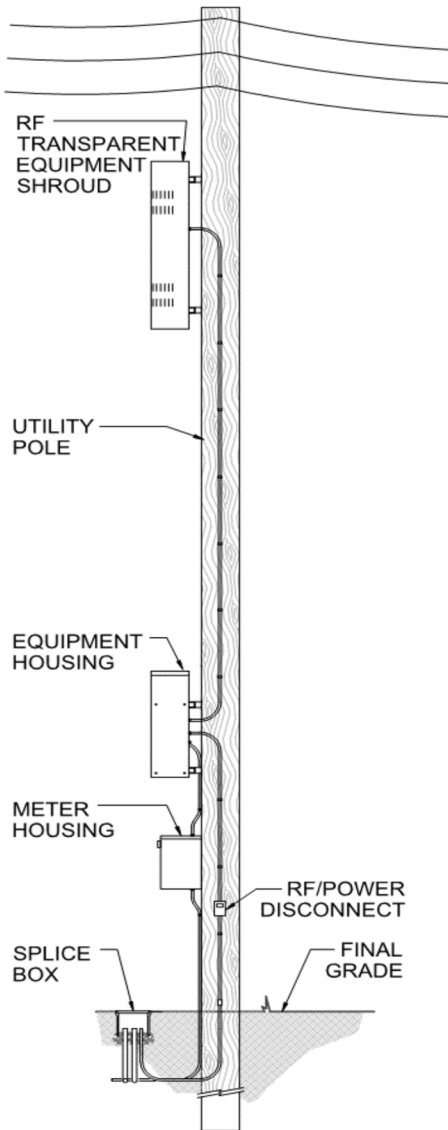
3.2 STANDARDS

Any attachment to a third party Structure or utility line must first be approved by the owner of the infrastructure. This includes attachment of overhead fiber and on-strand attachments proposed to attach to a utility pole. These Design Standards apply whether attachment is to an existing utility pole, or if the owner requires installation of a replacement pole.

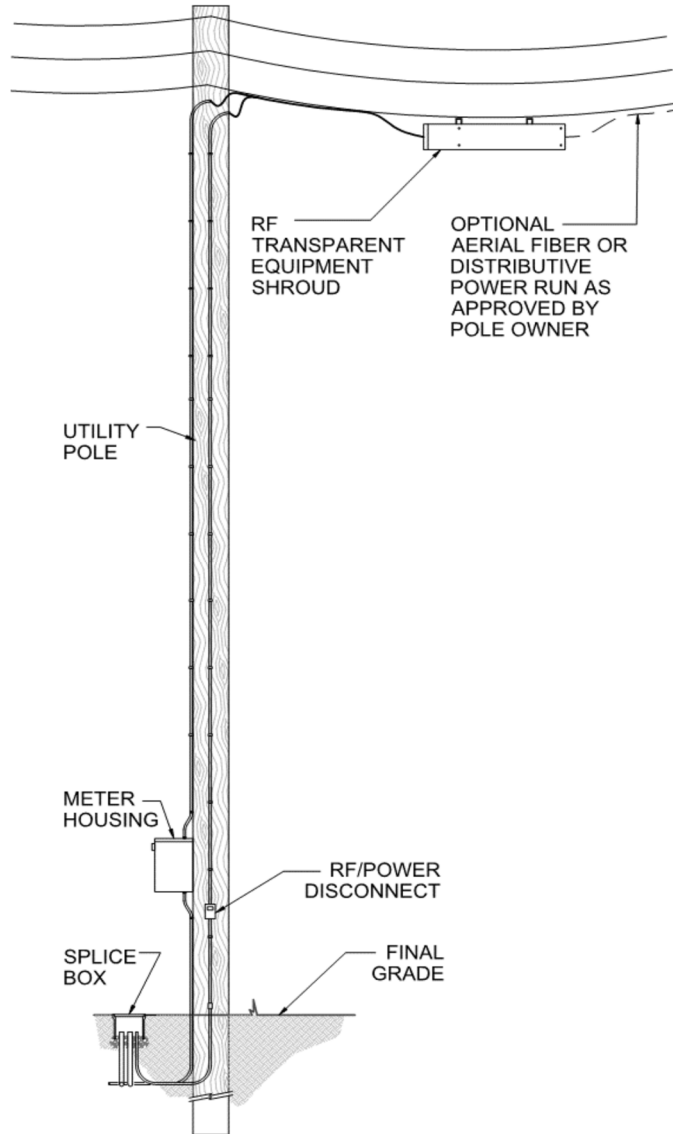
See Figure 3.1 for typical connections. Refer to the utility company for specific requirements and approvals.

Figure 3.1 Attachments To Utility Poles

Type A – Utility Mounted Pole

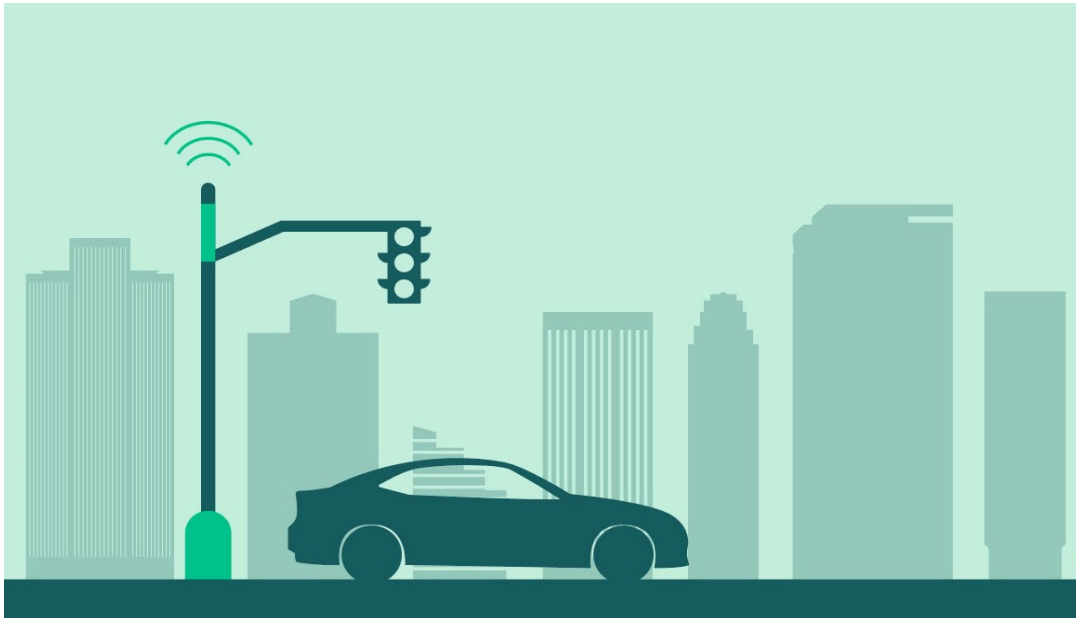


Type B – Strand Mounted



*This equipment will be attached to existing wooden utility poles located within PCMC's right of way, all equipment installations shall be approved by the appropriate utility.

4.0 ATTACHMENTS TO TRAFFIC SIGNAL POLES



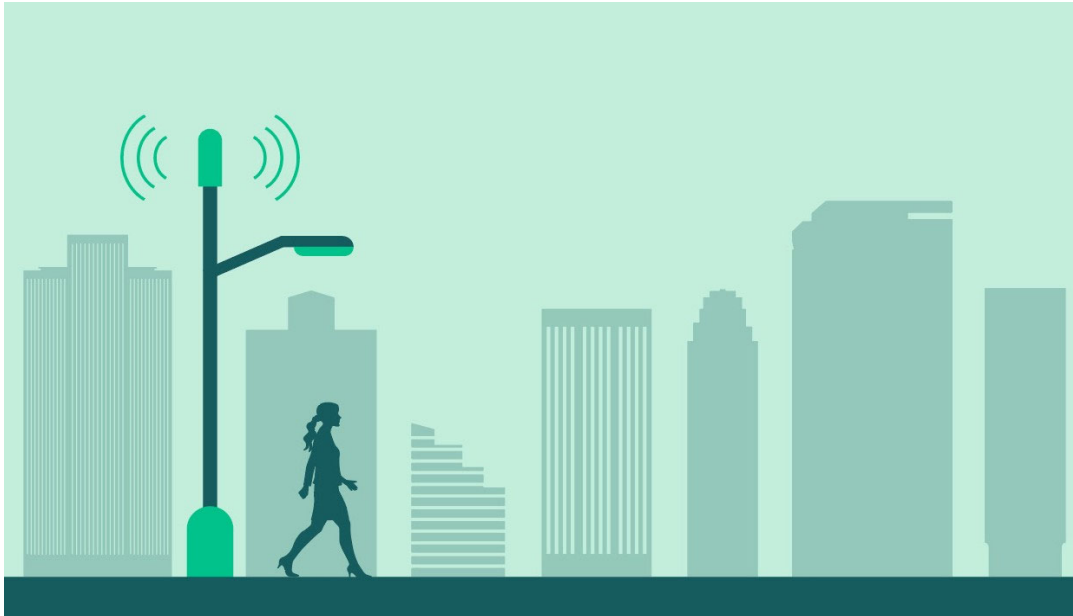
4.1 PURPOSE

This Section of the Design Standards governs attachment of a SWF to the top of an unused traffic signal upright pole. A SWF may not be placed on a traffic signal upright pole where there is a luminaire attached.

4.2 REQUIREMENTS

The Wireless Provider needs to obtain approval from the Utah Department of Transportation for the placement of any infrastructure on a traffic signal pole. Wireless Provider must demonstrate that the proposed SWF shall not cause any interference with any City or State owned systems on a pole such as a public safety radio system, emergency signal control devices, radio read water meters, “smart” street lights, future “smart city” applications, other city communications components. City will provide any frequencies for equipment described above to the Wireless Provider to assist in the analysis.

5.0 ATTACHMENTS TO STREET LIGHTS



5.1 PURPOSE

This Section governs SWF attachments to a streetlight. Three different types of SWF installations are permitted on streetlights, including:

- Collocating SWF equipment on plain (non-decorative) wood or metal streetlight poles.
- Replacing an existing or adding a new wood or metal streetlight pole so that SWF equipment can be attached.
- Collocating on enhanced or decorative service area streetlight poles.

5.2 STANDARDS

All Wireless Provider equipment shall be housed internal to the equipment cabinet or hidden behind the Cantenna if possible. No Wireless Provider equipment shall be strapped to the outside of the pole.

On an existing pole, the equipment excluding the Antenna shall be shrouded in an equipment cabinet if on the pole, otherwise shielded from view (for example, behind a sign), hidden within the Cantenna, or contained in a ground mounted utility box.

On a new streetlight, the Wireless Provider may house the equipment inside the pole structure in an equipment cabinet at the base of the upper pole.

Base equipment shall be round with a preferred base cabinet diameter of 16- inches with a maximum 20- inch diameter.

The meter shall be contained in a ground mounted utility box, unless permitted to be inside an equipment cabinet as approved by RMP.

New streetlights or replacement streetlights shall comply with the Dark Sky standards and the City Design Standards and specifications which provide guidance on luminaire design aesthetics, lighting level criteria, typical street light spacing, and street light details.

All equipment height shall be above the ground at least 8 feet.

Equipment should be oriented to face away from traffic.

The size of SWF should be minimized as much possible to mitigate visual impact without interfering with the SWF operation.

Equipment may not block visibility of streetlight banners.

An example of an unacceptable small cell installation and acceptable installation can be found in Figures 5-1 and 5-2.

Figure 5-1: Unacceptable



Figure 5-2: Acceptable

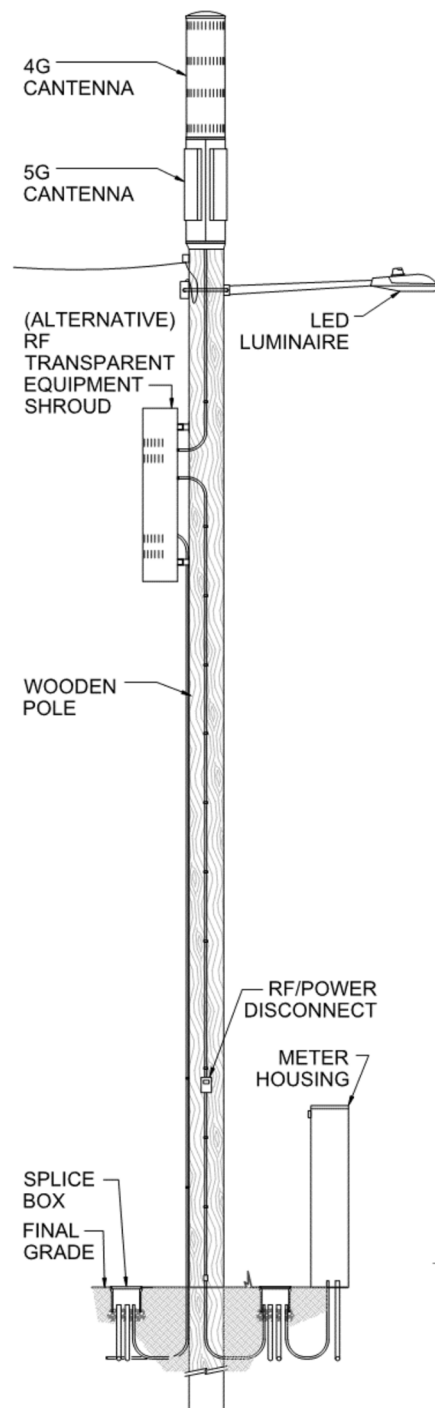


- Conduit, mounting bracket, and other hardware must be hidden from view.
- Cantenna must include a smooth transition between upper pole and Cantenna attachment.
- Upper pole shall be smooth and straight, with 1.5-inch (max.) of flat surface where mounted to the equipment cabinet.
- Equipment cabinet must be round. 16-inch diameter is preferred, 20-inch diameter max.

Attachments to an enhanced service area light pole cannot change overall character of light or proportion of the luminaires with the placement of a Cantenna. The lighting level of service cannot be decreased.

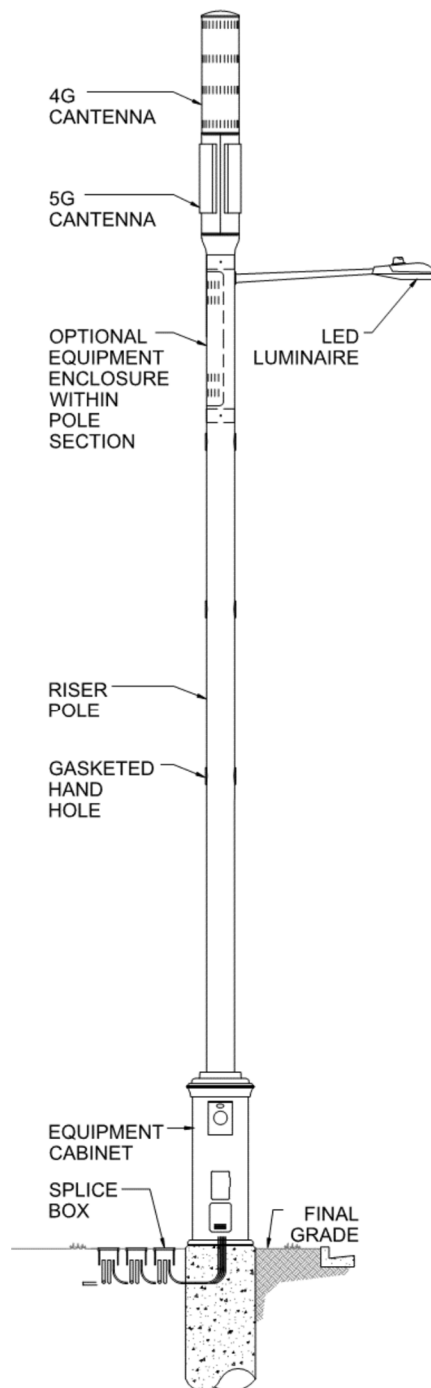
- All new luminaires shall be the same height as adjacent streetlight luminaires.
- City may require a new streetlight in lieu of a standalone pole.
- Wood poles only allowed by approval in areas that are predominately wood or when replacing an existing wood pole.
- Any lighting replacements shall provide equivalent light spread, intensity, and color temperature.
- Wherever feasible underground equipment enclosures shall be utilized to conceal ancillary equipment required for the wireless installation.

Figure 5-3: Existing Wooden Street Light Pole



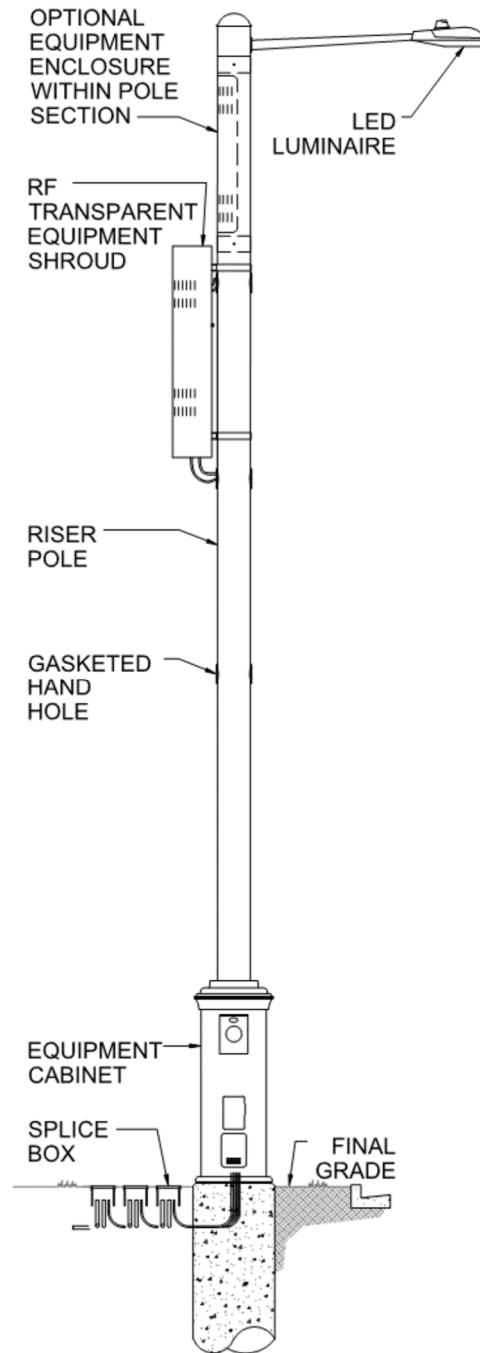
*This equipment will be attached to existing wooden streetlight poles that do not require structural modifications.

Figure 5-4: Combination Street Light Pole - Antenna



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

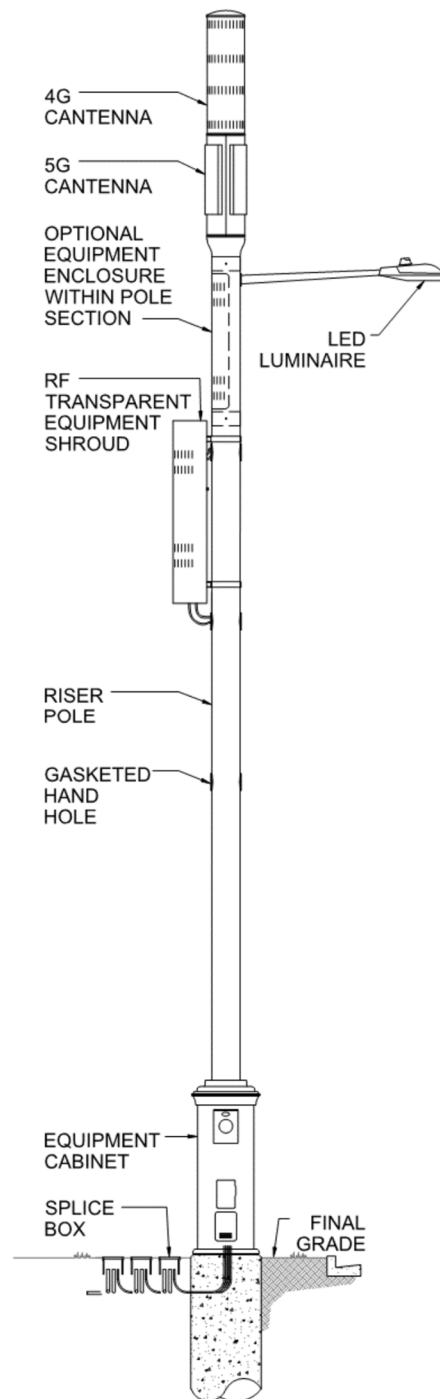
Figure 5-5: Combination Street Light Pole - External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the Antenna.

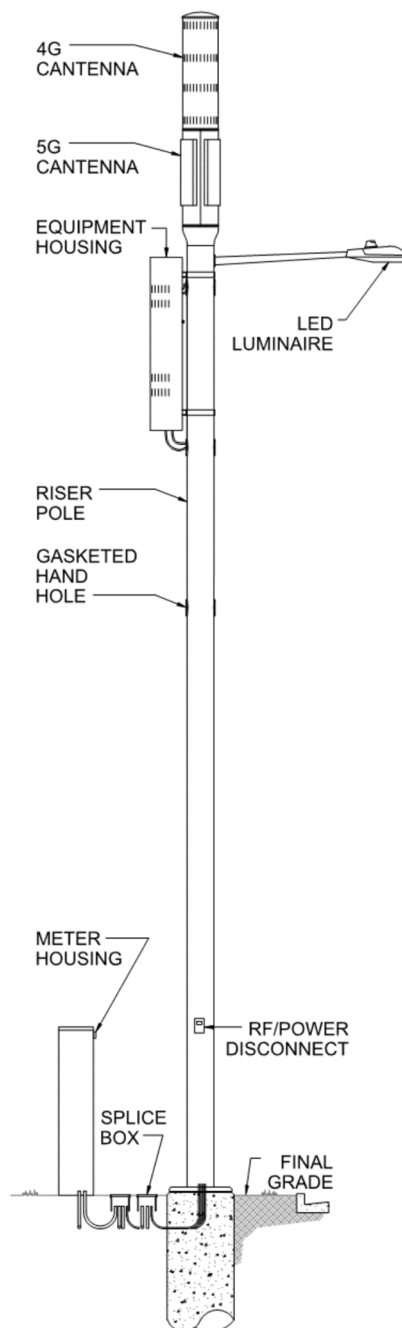
Figure 5-6: Combination Street Light Pole - Cantenna and External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the Cantenna.

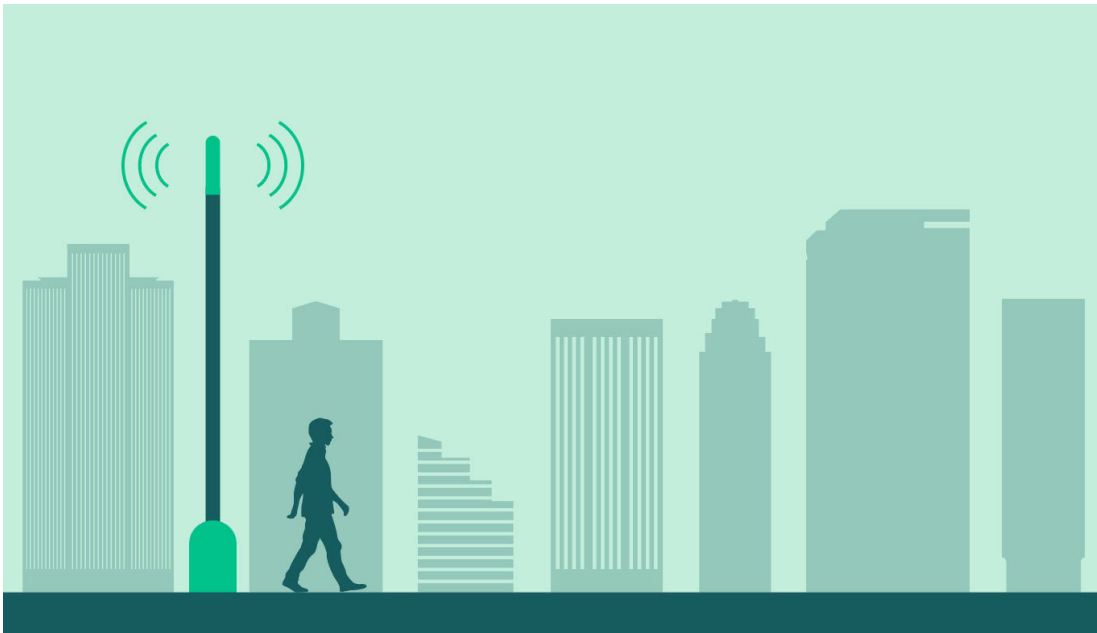
Figure 5-7: Combo Street Light Pole - Distributive Power w/ Antenna and External Shroud



*Combination poles shall be installed in all situations that require the removal of an existing streetlight pole (wood, metal, fiberglass, etc.) and replacement with a new combination pole.

**To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the equipment or the Antenna.

6.0 INSTALLATION OF STANDALONE POLES



6.1 PURPOSE

This Section of the Design Standards is to be used when installing a freestanding SWF installation, referred to as a standalone pole.

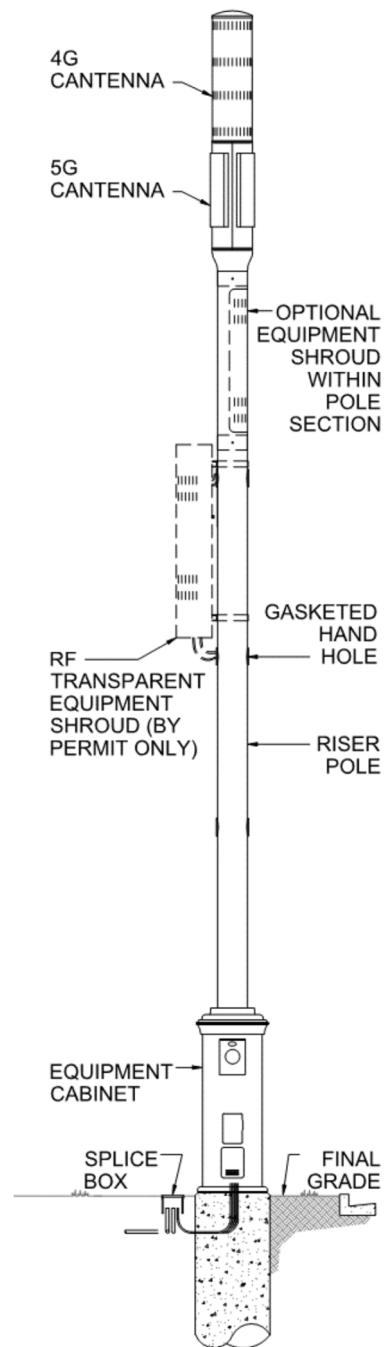
6.2 STANDARDS

All Wireless Facility carrier equipment excluding the Antenna shall be housed internal to an equipment cabinet at the base of the pole or hidden behind the Cantenna. No Wireless Provider equipment shall be strapped to the outside of the monopole.

- Standalone poles to be consistent with neighborhood pole style and material type.
- New monopoles must be metal (aluminum or steel).
- Ownership of standalone poles is to remain with the Wireless Provider. City reserves the right to attach any sign (such as a no parking sign) on the monopole.
- At least 15% of the pole design structural capacity shall be reserved for future City installations.
- All new poles must have appropriate clearance from existing utilities.

Freestanding SWF pole components include the foundation, equipment cabinet, upper pole, Cantenna, and all hardware and electrical equipment necessary for a complete assembly, as shown in **Figure 6-1**

Figure 6-1: Standalone Pole Small Wireless Facility



*This equipment may be installed when no existing streetlight or other appropriate location is within 25 feet of the proposed freestanding location. To qualify for an external shroud permit, the Applicant must demonstrate that the proposed deployment(s) cannot be integrated into the pole assembly.

6.3 PLACEMENT REQUIREMENTS

All standalone poles shall be privately owned and must be permitted by Park City Engineering via the ROW Permit Requirements as outlined in the Master License Agreement and to the extent technically feasible.

- Preferred location for new pole is generally on property line to avoid interference with building face, views, business signage, pedestrian flow, etc.
- In a manner that does not impede, obstruct, or hinder pedestrian or vehicular travel.
- So as not to be located along the frontage of a Historic building, deemed historic on a federal, state, or local level.
- So as not to significantly create a new obstruction to property sight lines.
- At the intersection of property lines, or along secondary property street facing.
- Within the street amenity zone whenever possible.
- In alignment with existing trees, utility poles, and streetlights.
- Equal distance between trees and other poles when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- With appropriate clearance from existing utilities.
- Located outside of the clear sight triangle at intersection corners as shown in Figure 6-4.
- 10 feet away from the triangle extension of an alley way flare.
- Shall not be located within 100 feet of the apron of a fire station or other adjacent emergency service facility.
- **Minimum spacing between proposed and existing privately-owned wireless support structures.** The minimum horizontal distance between a new wireless support structure and associated small wireless facilities and any other existing, or permitted but unconstructed, wireless support structures and small wireless facilities on the same side of the right-of-way at the time a complete Application is filed with the city, irrespective of the owners/operators, should generally not be less than 300 linear feet, as measured parallel to the right-of-way, unless otherwise approved.
- **Multiple requests in violation of spacing requirements.** If multiple requests are received to install two or more wireless support structures that would violate the applicable spacing requirements, or to Collocate two or more small wireless facilities on the same wireless support structure, the City may resolve conflicting requests through whatever reasonable and nondiscriminatory manner it deems appropriate.
- **City proposed alternative location for wireless support structures.** The City may propose an alternate location to any proposed location of a new wireless support structure, subject to the following:
 - That the alternate location is within one hundred (100) feet of the proposed location or within a distance that is equivalent to the width of the right-of-way in which the

new wireless support structure is proposed, whichever is greater; and

- The operator shall use the alternate location if it has the right to do so on reasonable terms and conditions and the alternative location provides a comparably equivalent technological solution or additional costs.

- **Waiver to City directed alternate wireless support structure location or undergrounding requirements.** Small wireless operators may seek a waiver of the undergrounding or alternative location requirements for the placement of a new wireless support structure if the operator is unable to achieve its service objective using a small wireless facility under the following circumstances:

- From a location in the right-of-way where the prohibition does not apply;
- In a utility easement within the right-of-way the operator has the right to access; or
- In or on other suitable locations or structures made available by the City at reasonable rates, fees, and terms.

6.4 STANDARDS FOR STANDALONE POLES RESIDENTIAL STREETS LESS THAN 60 FEET WIDE

Residential zones: A Wireless Provider may not install a new utility pole in City ROW adjacent to a residential zone, if the curb to curb measurement of the street is 60 feet wide or less as depicted on the official plat records or other measurement provided with the Application, unless the City has given prior written consent based on evidence provided that demonstrates:

- There is insufficient wireless service to meet the demand in the immediate vicinity.
- There are no other feasible options to provide adequate service along the residential street.
- Preferred to be between curb and sidewalk in park strip. If no park strip is available, consider a corner installation before an installation on lawn.

Figure 6-2 shows a freestanding SWF which is preferred to be a minimum of 250 feet apart radially. This radius extends around corners and into alleys. They shall be located in line with trees, existing streetlights, utility poles, and other furniture located in the ROW, as shown in **Figure 6-3**.

Figure 6-2: Freestanding SWF spacing radius

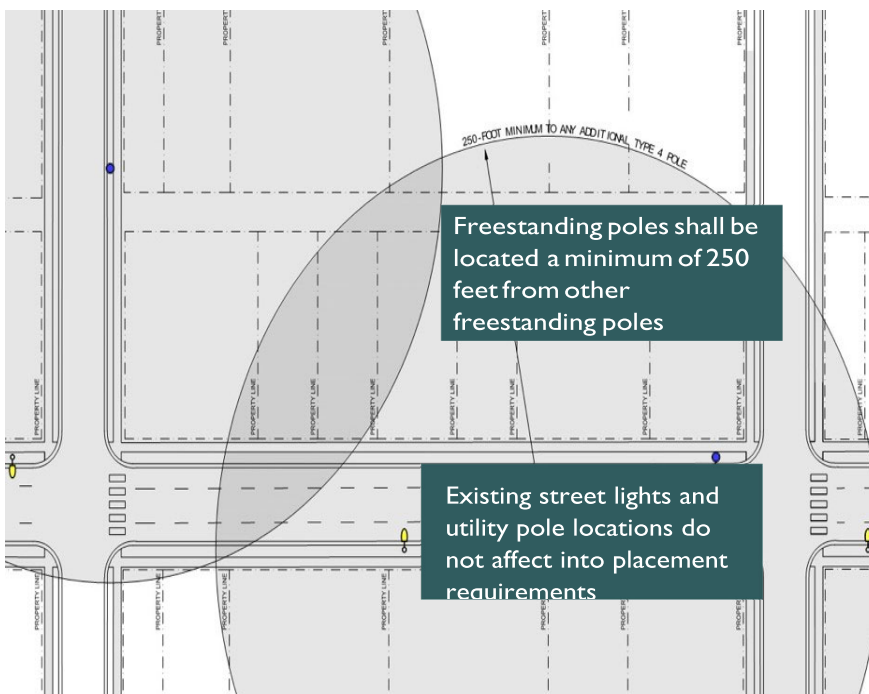


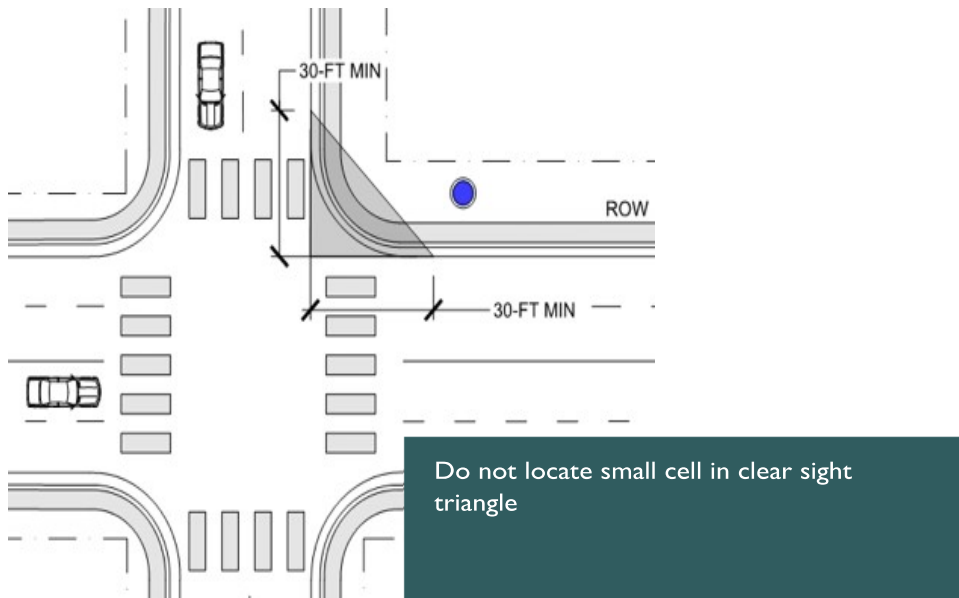
Figure 6-3: Freestanding Pole SWF in City ROW



Freestanding SWF shall be located such that they in no way impede, obstruct, or hinder the usual pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the City ROW, violate applicable law, violate or conflict with City ROW, Design Standards, specifications, or design district requirements, violate the Federal Americans with Disabilities Act, or in any way create a risk to public health, safety, or welfare.

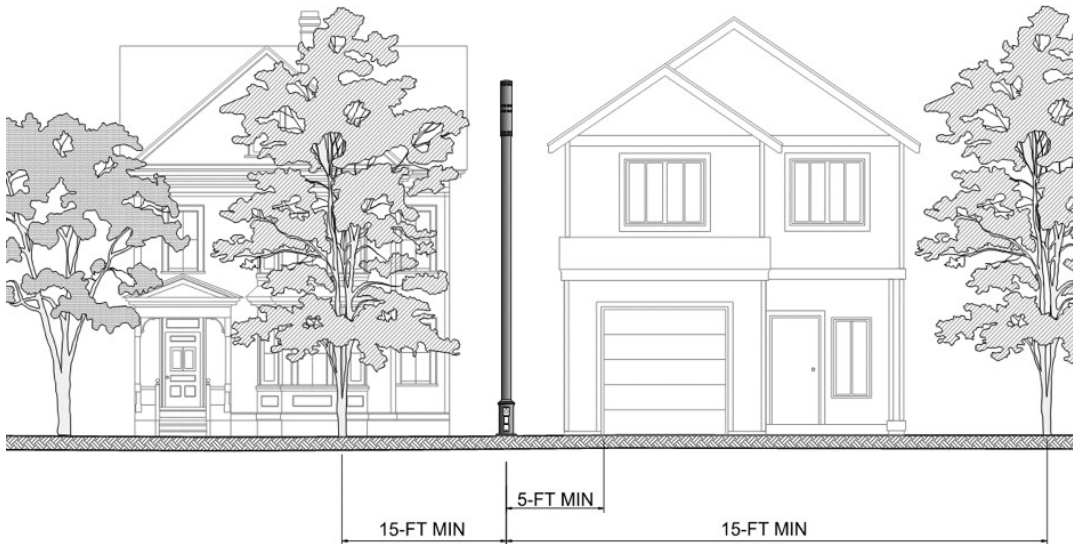
Freestanding SWFs shall be located within the ROW and off set from the sidewalk as shown in **Figure 6-4 Sight Triangle**.

Figure 6-4 Sight Triangle



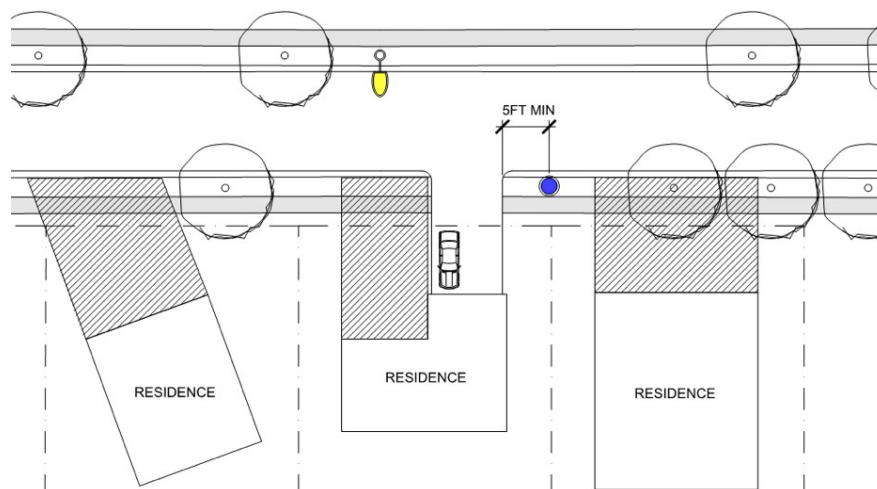
Freestanding SWFs shall be located at intersecting property lines as much as possible. Whenever possible, the freestanding SWFs shall be located on the secondary street. SWFs shall also be located a minimum of 15 feet away from trees to prevent disturbance within the critical root zone of any tree, as shown in **Figure 6-5**.

Figure 6-5: Freestanding SWF Location Between Property And Trees



The SWFs shall not be installed between the perpendicular extensions of the primary street-facing wall plane of any single or two-family residence as shown in **Figure 6-6**.

Figure 6-6: Freestanding SWF Between Property Lines



- Freestanding SWFs in the perpendicular extension of the primary street-facing wall plane is prohibited.
- Freestanding SWFs in front of driveways, entrances, or walkways is prohibited.

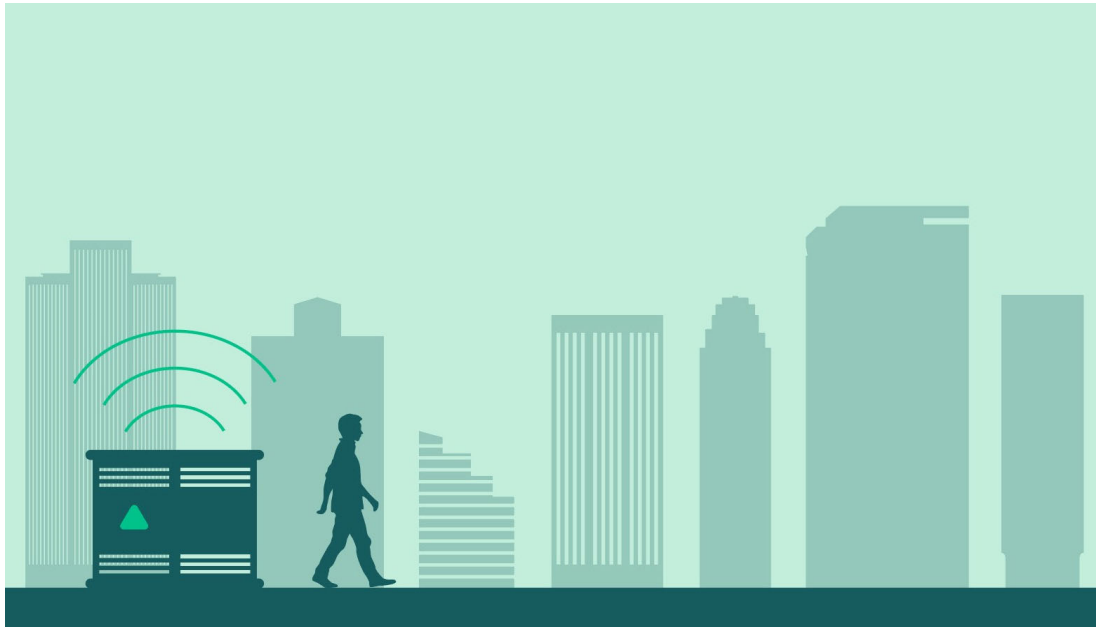
SWFs shall not be located in front of storefront windows, primary walkways, primary entrances or exits, or in such a way that it would impede a delivery to the building. SWFs should be located

between properties as much as possible as shown in **Figure 6-7**.

Figure 6-7: SWFs In Commercial Area



7.0 OTHER ATTACHMENTS (Kiosks, Bins, Etc.)



7.1 PURPOSE

This Section of the Design Standards is to be used for SWF installations on other City owned assets located in the City ROW such as kiosks and signs.

7.2 STANDARDS

All SWFs proposed to be installed on kiosks, bins, or signs within the ROW shall be approved by Park City prior to installation.

Kiosks are generally small structures used for advertising local events. Installation of SWFs on a kiosk will require all equipment to be installed within the kiosk or the roof structure with a Cantenna extending above the roof. The design of the facility must take into account the architectural design of the kiosk and the surrounding development to accomplish the goal of integrating the facility and limiting its visual impact.

Utah Code Chapter 54-21 allows the installation of SWFs on signs located within the City ROW. Most signs in the City ROW are related to public safety, traffic, and parking regulations and/or provide directional information. Park City will consider the placement of SWFs on pole signs located within the City ROW only when it can be demonstrated that the SWF will not create any hazard for pedestrians, cyclists, or motor vehicles, visibility of adjacent buildings is not unduly impaired, and the existing structure can adequately handle the structural requirements for such a SWF.

7.3 BASIS OF DESIGN

The SWF design and installation shall be compatible with the aesthetics of existing kiosks, bins, or signs. The Wireless Provider shall provide a photo simulation of the proposed design prior to

submitting a permit Application to determine consistency with adjacent poles and lights. The SWF components shall be sized to be proportional and limit the potential impact along the streetscape.

DESIGN STANDARDS FOR KIOSKS, BINS, Etc.

- All hardware connections shall be hidden from view.
- Equipment installed on kiosks, bins, or signs should be shrouded under the kiosk cap or roof.
- The Cantenna may extend a maximum of 10 feet above the kiosk cap or roof.
- The Cantenna assembly will be circular with cabling shrouded or enclosed.
- The Cantenna shall match the color of the kiosk or bin. Utilization of another color that best minimizes the visibility of the Antenna is acceptable.
- The SWF must meet all appropriate structural standards and wind loading specifications.
- The SWF shall be architecturally compatible with the design of the kiosk and create a cohesive aesthetic.

DESIGN STANDARDS FOR SIGNS

- SWF attached to freestanding Park City owned pole signs in the City ROW shall only be allowed on existing signs poles.
- The SWF Antenna shall only be installed on top of the sign pole.
- The SWF Antenna shall extend a maximum of 10 feet above the height of the existing sign pole and shall be installed above the sign mounted on the pole.

7.4 EXAMPLES OF OTHER ATTACHMENTS:



8.0 RADIO FREQUENCY CERTIFICATION REPORT

Park City requires that all new small wireless infrastructure proposed to be placed within Park City limits submit a Radio Frequency (RF) Certification Report to allow for responsible recordkeeping of wireless programs. The RF Report will contain an affirmation that the proposed installation will be FCC compliant, in that it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. Specialized worker exposure will not be considered an acceptable level of exposure for the general public. During the life of any approved Permit the City reserves the right to randomly test the operating RF levels of each site to confirm compliance with the FCC guidelines.

The goal of the RF Certification Report is to allow the City to accurately record information about each deployment while minimizing repetitive submittals. This is accomplished by requiring each Applicant to file templates for typical equipment deployment types.

An RF Emissions Certification Report will consist of two parts: an RF Emissions Certification template and a site-specific RF Location Certification. Each RF Emissions Certificate shall be signed by a qualified Professional Electrical Engineer, filed with Park City Engineering as part of the applicable wireless company program, and referenced with each SWF Application. Each site specific RF Location Certification must be completed and signed by a Utah registered RF Professional Electrical Engineer who shall certify the siting specifics of the actual location(s).

8.1 RF EMISSIONS CERTIFICATION TEMPLATE

The specific information required for the RF Emission Certification Template is detailed in this section. Each Template shall be signed and sealed by a qualified Professional RF Emissions Engineer and filed with the Engineering Department in reference to the applicable Wireless Carrier program, and shall contain the following elements:

1. Description of the proposed equipment and deployment type, including heights, associated with the Template. Each unique Template shall be coded per the Carrier's program, such as: 1, 2, 3 or A, B, C.
2. All frequencies on which the proposed equipment will operate.
3. The number of channels that will be used on each frequency
4. A table explaining the Federal Communications Commissions (FCC) Rules and Regulations for the Maximum Permissible Exposure (MPE) limits for general population or occupational situations.

The MPE output levels for proposed equipment shall be clearly shown on a table at the Antenna level and ground level with the following columns: predicted power density (mW/cm²), FCC limits of power density (mW/cm²), and FCC general population limits (%MPE)

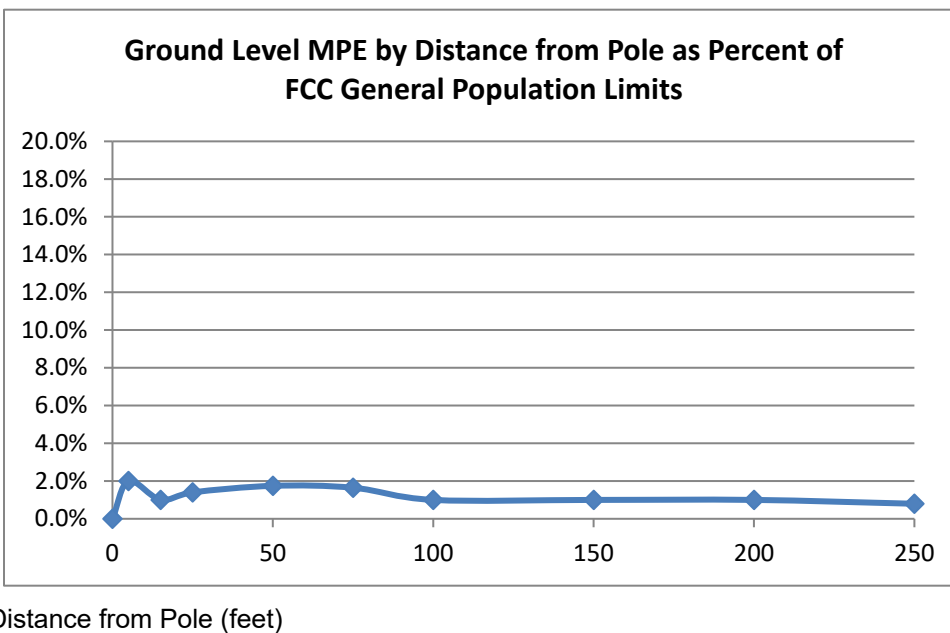
Table 8-1 (Example of) Permissible Exposure Limits*

Location	Predicted Power Density (mW/cm ²)	FCC Limit Power Density (mW/cm ²)	FCC General Population Limits (%MPE))
Antenna level	1.958	1.0	195.8%
Ground level	0.0092	1.0	0.92%

*Data within table is for example only and does not indicate specific requirements or limits,

5. A graphic of the predicted FCC General Population Limits (%MPE) at ground level as a function of distance up to 250 feet away from the pole. Figure 8-1: (Example of) FCC General Population Limits

Figure 8-1: (Example of) FCC General Population Limits



6. A compliance statement noting and depicting any requirement for RF alerting signage and occupational environmental compliance.

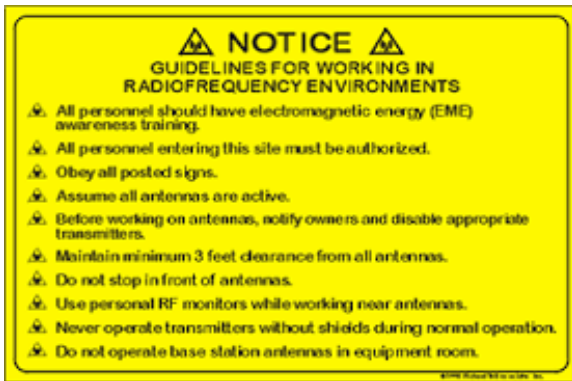
8.1.1 Typical Notification Signage

Portions of any transmitter site may have high power densities that could cause exposures in excess of the FCC Occupational or General Population guidelines.

- The companies that operate the Antennae are required by law to implement the following:
- Restrict access
- Post notification signs on every access point to increase awareness of the potential for exposure BEFORE one enters an area with Antennae.

Place additional notification signs and visual indicators in an area with Antennae (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

Table 8-2: Typical Notification Signage



(Notice) Radio Frequency Guidelines:
Informs people of the basic safety guidelines for working in an RF environment



Information:
Provides relevant contact information about the pole and/or Antenna location for any questions, emergencies, or requests.



(Blue):
Notice Indicates that, beyond the sign, RF exposure levels may exceed the General Population MPE limit but will remain below the Occupational MPE limit.



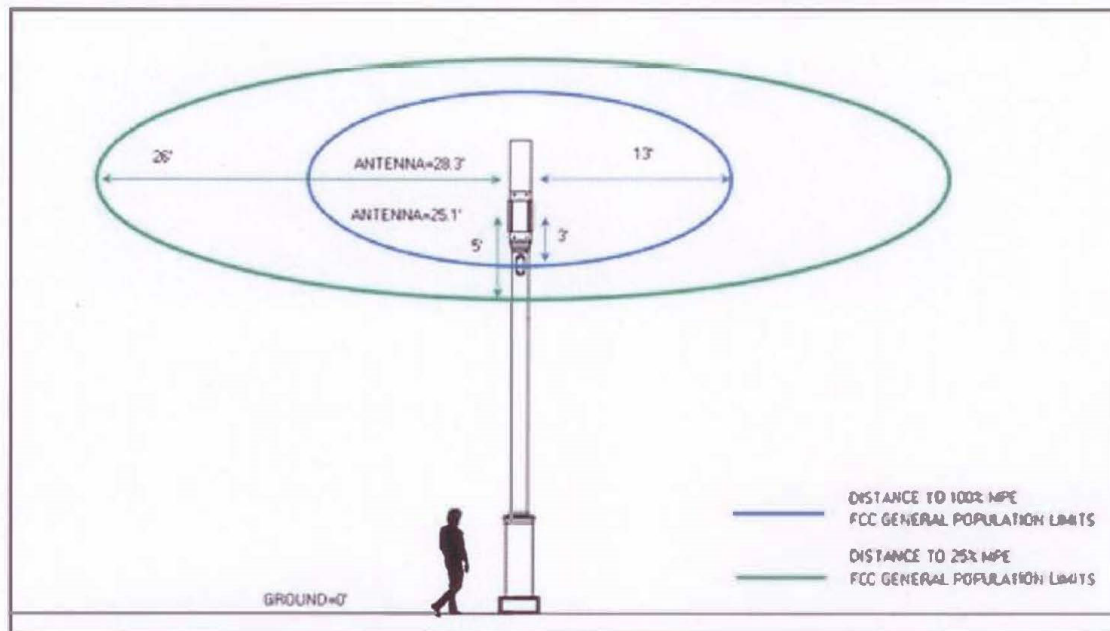
(Yellow) Caution:
Indicates that, beyond the sign, RF exposure levels may exceed the General Population and Occupational MPE limits.



(Red/ Orange):
Warning Indicates that, beyond the sign, RF exposure levels may substantially exceed the General Population and Occupational MPE limits.

7. A graphic, scaled elevation depiction of the maximum power density MPE levels proposed by equipment expressed as proportionally scaled lines at 100% and 25% of the FCC general population limits for continuous exposure. The elevation view shall provide measurements of the height above ground for the lowest point of each proposed transmitter, from ground to the top of the proposed pole, and horizontal distance from transmitter Antennas to MPE limit lines. A scaled human figure shall be proposed standing on the ground adjacent to the proposed pole.

Figure 8-2: (Example of) Elevation Depiction of the Proposed Equipment Emissions



8. Each template shall be signed and sealed by a qualified Professional RF Emissions Engineer

9.0 RF Location Certification

The site-specific RF Location Certification, prepared for each specific local Application bundle, shall include the information below for each specific proposed Antenna location. The RF Location Certification shall be signed off by a Utah Registered Professional Engineer qualified to endorse such a certification.

1. A general summary of the proposed wireless site(s) associated with the bundle, with clear references matching the Application address, site code, latitude and longitude, type of structure, RF Emissions Compliance Report Template (also referred to as the Equipment Deployment Template Type) applicable to Antenna location, and report date.
2. A scaled location map(s) on color aerial image background indicating proposed site location(s), street name(s), and distance(s) to the nearest occupied structure(s). If any of the equipment proposed would have any portion of the nearest structure within the 100%

General Population MPE limits, then the wireless equipment for that location must be “powered down”. A revised signed and sealed report from a Professional RF Emissions Engineer will be required to replace the template for that specific location.

3. Acknowledgement (or statement of none) whether or not there are any nearby commercial wireless radio transmitters that could affect the aggregate MPE of proposed equipment. If so, a revised signed and sealed report from a Professional RF Emissions Engineer will be required to replace the template for that specific location. The Certification shall also acknowledge what percentage the proposed equipment contributes to an aggregate MPE.
4. A stamp and signature from a licensed Professional Engineer with sufficient knowledge about each proposed location associated with the Application to affirm site-specific information provided, and that the applicable RF Emissions Template has been properly referenced for each location.

9.0 TECHNICAL SPECIFICATIONS

The following sections describe in detail the foundation and electrical specifications. All work completed in the ROW must be in accordance with these standards and the most current version of the Park City standards and specifications.

This work consists of furnishing and installing foundations, small cell poles, conduit, junction boxes, cable, wiring, junction boxes, and incidental materials for small cell installation in accordance with these specifications and in conformance with the details, lines, grades, and locations shown on the plans.

MATERIALS: Small Wireless Facilities materials shall conform to Small Cell and Electrical Materials.

FOUNDATIONS: Concrete bases and equipment pads shall be pre-cast or cast-in-place concrete per the City standard to meet ACI 318. A complete foundation includes the concrete, reinforcing steel, anchor bolts, leveling nuts, conduit stubs, ground rod and wire, excavation and backfill, restoration, accessories as required providing a complete unit. Banner arm (if required) wind loading shall be incorporated into light standard structural design.

SMALL CELL STANDARD: A complete light standard includes the metal upper pole, mounting bracket, mast arm(s), Cantenna, equipment cabinet, base, grounding system, and all hardware. The upper pole shall have a handhole at the top to maintain City fiber and streetlight electrical service. An optional handhole shall be provided at the bottom of the upper pole if fiber and electrical service cannot be accessed from the equipment cabinet.

Pole and mast arm or arms shall be the type and size shown on the plans.

CONDUIT: Conduit includes conduit, trenching, backfill, jacking, augering, fittings, drainage tees, sealing, restoration, and accessories as required to provide a complete installation.

ELECTRICAL WARNING TAPE: Detectable electrical warning tape shall consist of pre-manufactured non-adhesive polyethylene material that is unaffected by acids, alkalines, and other soil components. The color of the tape shall be red, and it shall be, at a minimum, 3.5 mils thick and 6 inches wide. Its tensile strength shall be 2,500 psi lengthwise.

The electrical tape shall include the following identification printed in black letters continuously along the length of the tape: "CAUTION BURIED ELECTRIC LINE BELOW".

The identification note and color of tape shall conform to the requirements of the "American Public Works Association (APWA) Uniform Color Codes (Red) – Electrical Power Lines, Cables, Conduit and Lighting Cables."

CONDUCTORS: Conductor includes control wiring, luminaire wiring, main circuit wiring, ground wiring, service entrance wiring, pulling, splicing, connections, testing, and all other wiring

necessary for a complete installation.

PULL BOXES: Pull box includes pull box, cover with bolts, excavation, gravel base, backfill, sealing, restoration, and accessories as required to provide a complete installation.

MATERIALS LIST: At the preconstruction conference the contractor shall submit to Park City three copies of a list of all materials and equipment to be incorporated into the work. The contractor shall include the following items on the list:

- Small cell standards
- Pull Box
- Fuse holders
- Conductors
- Conduit
- Wireless Lighting Control and Monitoring System
- Small cell foundations
- Equipment pads
- All other items required for a complete installation

Park City will return lists that are incomplete or that include unacceptable materials to the contractor for correction and re-submission.

The contractor shall not order materials or equipment until Park City and the party or agency responsible for maintenance have reviewed and approved the materials and equipment list. Park City' approval of the list shall not relieve the contractor responsibility for the proper functioning of the completed installation.

GENERAL:

All work shall conform to these specifications and the National Electrical Code (NEC) when the small cell pole is owned by Park City or the Wireless Provider, or the National Electrical Safety Code (NESC) when the small cell pole is owned by Rocky Mountain Power.

The contractor and/or Wireless Provider shall keep fully informed of and comply with all Federal, State, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which may affect those engaged or employed on the work, or affect the conduct of the work. The contractor and/or Wireless Provider shall protect and indemnify Park City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the contractor and/or Wireless Provider, the subcontractors, suppliers of materials or services, or their employees.

Each system shall be installed as shown on the plans or as designated. The contractor and/or Wireless Provider shall furnish and install all incidentals necessary to provide a complete

working unit or system.

CONCRETE FOUNDATION PADS AND SMALL CELL STANDARD FOUNDATIONS:

Foundations shall be installed as shown on the plans, complete with grounding. The contractor and/or Wireless Provider shall test and report soil conditions to Park City as necessary to ensure proper installation of foundations. Foundations shall be installed at the final grade.

All anchor bolts shall be positioned by means of steel templates. The center of the template shall coincide with the center of the foundation. Anchor bolt size and 19.5- inch bolt circle shall accommodate a 16-inch equipment cabinet per manufacturer's requirements. Anchor bolt size and 23.5-inch bolt circle shall accommodate a 20-inch equipment cabinet per manufacturer's requirements.

All small cell standard foundations shall be as detailed.

Conduits shall be properly positioned and anchored before the concrete is placed. Coordinate the base setback and orientation with Park City.

All foundations shall have ground rods conforming to the NEC or NESC. All foundations on structures shall be grounded to the structural steel by a method that is in accordance with the NEC or NESC and which is approved by Park City.

Concrete shall be Class B.

Anchor bolts shall be designed by the contractor's and/or Wireless Provider's engineer or as shown on the working drawings. The threaded ends of the anchor bolts, the nuts, and the washers shall be galvanized in accordance with ASTM A153.

ALL POLES AND CANTENNA STANDARDS:

Metal small cell standards shall be fabricated of steel unless otherwise approved by Park City. Whenever Small Wireless Standard Metal is specified, the contractor and/ or Wireless Provider shall furnish galvanized steel. The contractor and/or Wireless Provider may furnish aluminum small wireless standards if Park City gives approval. Material type and shape of small wireless standards shall be the same throughout the design district, unless otherwise approved by Park City.

All standards shall have weatherproof cable-entrance grommets located in conformity with the type of mounting used. Metal surfaces shall be free of imperfections marring the appearance and of burrs or sharp edges that might damage the cable.

All metal poles shall be straight and shall be supplied with polecaps when applicable and shall match existing pole types as closely as possible.

Steel mast arms shall be made of Schedule 40 standard steel pipe conforming to ASTM A 53.

All steel poles, mast arms and base flanges shall be hot-dip galvanized in accordance with ASTM A 123. Units on which the spelter coating has been damaged shall be repaired as provided in

AASHTO M 36, or other approved method.

Base flanges for steel poles shall have continuous welds both inside and outside, unless otherwise permitted. Base flanges inserted into the pole and bonded shall meet the requirements for materials and strength stated herein.

Each metal standard shall be wired with a breakaway fused connector of proper capacity rating. The fused connector shall be located in the equipment cabinet. If the light standard has no equipment cabinet, the fused connector shall be located in the pole at the hand hole.

All equipment cabinets or bases shall have vandal resistant, removable access doors.

Hardware used with steel standards shall be either cadmium plated steel, hot dip galvanized steel, or stainless steel and shall be color matched to the surrounding structure where applicable.

Materials shall be of a standard line from a name brand manufacturer or as specified in this document. Electrical material shall be listed by the Underwriters' Laboratories, Inc. (UL), and shall conform to the National Electrical Code (NEC) when the street lights are owned by Park City, or the National Electrical Safety Code (NESC) when the street lights are owned by the Utility. Material shall be the same as, or compatible with, that used and accepted by the agency responsible for maintenance.

Park City may inspect all lighting material and all electrical materials and all other materials and accept or reject them at the project site. Samples may be taken or manufacturer's certifications may be accepted in lieu of samples.

Poles, equipment cabinets, and bolts shall be galvanized stainless steel. Galvanizing will be performed in accordance with ASTM 123 and meet the following galvanization and paint requirements.

1. Galvanizing will be SSPC-SP1 Solvent wiped where needed and the Galvanizing will receive a sweep blast to a uniform dull appearance. Any areas of fracture will be repaired. Any excess zinc build up should be blended to no higher than the height of a dime with no thick edges or areas that may cause paint entrapment potentially leading to a premature coating failure.

The first epoxy coat typically should be applied within 120-180 minutes of abrasive blasting. Items shall be cleaned free of blast debris before coating. Compressed air should be used to clean items; items should be free of Oil, residue, and any other contaminants/debris.

- Epoxy Primer Gray- B107989EA80K-A
- Impact Resistance Direct 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Impact Resistance Indirect- 100 IN/LBS @ 2.0-3.0 Mils (ASTM D2794)
- Cross- Hatch Adhesion 5B (ASTM D3359)

- Conical Mandrel 1/8" (ASTM D522)
- Pencil Hardness 2H (ASTM D3363)
- Specific Gravity 1.58 +/- 0.05 G/ML
- Theoretical Coverage 121.63 ft²/LB @ 1.0 Mil
- 60 percent gloss 75-85 (ASTM D523)

The Epoxy prime coat shall be applied on poles for an DFT Average of 5.0 Mils for the bottom eight feet, 3.0 Mils DFT above that. Arms have the epoxy prime applied for a 3.0 mil DFT. DFT readings shall be taken in accordance with SSPC-PA2.

Top coat to be applied for an DFT of 3.0 mils average unless noted otherwise. Aerosol touch up should be used for coverage on areas that were masked by a hanging device (Hanging hook or chain, etc) or used to repair small scratches or imperfections.

Poles shall be set plumb, and centered, on the small cell standard foundation using leveling nuts when installed.

Defects and scratches on painted, powder-coated, or anodized poles shall be primed and painted with a color-matched paint to match undamaged pole sections. Defects and scratches on galvanized poles shall be re-galvanized in the field.

Stainless steel mounting hardware shall be used to mount luminaires, mast arms, access doors, Antenna, equipment cabinet, and other hardware to the poles. Apply an approved zinc-based anti-seize compound to all mounting hardware prior to assembly.

Banner arms (if required) shall be incorporated into small cell standard structural design.

CONDUIT:

All conduit shall be installed within the City ROW and shall be at least two-inch (2" minimum) inside diameter unless otherwise designated on the plans. The contractor and/or Wireless Provider may use larger conduit than specified. If larger conduit is used, it shall be for the entire run from outlet to outlet. Reducer couplings shall not be used. Larger conduits shall be sized to accommodate the constraints established by the hole in the pole anchor base plate.

Conduit terminating in standards or pedestals shall extend approximately two inches past the foundations and shall slope toward the junction box opening. Conduit entering pull boxes shall terminate two inches inside the box wall and two to five inches above the bottom, and shall slope toward the top of the box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box shall be located near the end walls to leave the major portion of the box clear. At all outlets, conduits shall enter from the direction of the run.

The ends of all conduits, whether shop or field cut, shall be reamed to remove burrs and rough edges. Cuts shall be made square and true so that the ends will butt or come together for their

full circumference.

Unless otherwise specified, conduit shall be rigid non-metallic electrical conduit currently recommended and approved by Underwriters' Laboratories, Inc. for the proposed use conforming to ASTM-F 441 schedule 40, (Schedule 80 or bored HDPE where installed under roadways).

Fittings shall be the type used outside the conduit and PVC cement welded. Submersible fittings shall connect the conduit in a manner that makes the joints watertight.

All in-grade Pull Boxes shall be polymer concrete, bottomless and tier 22 rated bolted covers. 13 inches by 24 inches and 18 inches deep manufactured by Quazite; Cat. # PG1324BA18, unless otherwise noted on the plans. Covers shall be Cat. # PG1324HH00 with stainless steel bolts and the word "ELECTRIC" molded into the top

Non-metallic conduit shall be cut with a hacksaw or other approved tool. Non-metallic conduit connections shall be the solvent-weld type.

Conduit connections at junction boxes shall be tightly secured and waterproofed. All conduit ends shall be sealed with duct seal after installation of wiring. The duct seal shall be rated for outdoor use.

When specified, conduit shall be installed under existing pavement by boring operations. Where plans show that existing pavement is to be removed, jacking the conduit is not required. Jacking or drilling pits shall maintain a minimum of two feet clear of the edge of pavement. Water shall not be used as an aid in the jacking or drilling operations.

Trenching shall be in conformance with Park City standards. Backfill shall be per Park City standards. Detectable red electrical warning tape shall be installed between six inches and 12 inches below finished grade for all underground conduit runs.

Underground conduit shall be buried a minimum of two feet below finished grade. There shall be no sag between boxes. Conduit within the City ROW shall be buried 48 inches (maximum) below finished grade.

Junction Boxes shall be placed at conduit ends, at all locations where conduit bends in a single run would equal 360° or greater per NEC requirements, and at all other locations shown on the plans. The contractor may install additional pull boxes to facilitate the work.

Excavate minimum 24 inches below base depth of each junction box, backfill and compact with pea rock to permit draining of water.

Placement and setback of the junction boxes shall be coordinated with Park City. Unless otherwise shown on the plans or directed by Park City, junction boxes shall be installed so that the covers are level with the sidewalk grade. Covers shall be flush with the surrounding finished ground when no grade is established.

Where a conduit stub-out is called for on the plans, a sweeping elbow shall be installed in the direction indicated. All conduit stub outs shall be capped.

WIRING:

All wiring shall be copper, 600 Volt rated, Type: Conform to the applicable UL and ICEA Standards for the use intended. Copper conductors with 600-volt insulation unless otherwise specified or noted on the drawings. Stranded conductors for No. 8 and larger, with the exception of the ground rod conductor shall be #6 AWG solid, bare, copper.

Aluminum Conductors Prohibited: Aluminum conductors will not be permitted. Insulation: Type THWN/ XHHW for underground installation in conduit, insulation minimum unless otherwise specified or noted on the drawings. Size: No. 12 minimum unless otherwise specified or noted on the drawings. Not less than NEC (NESC if Utility owned) requirements for the system to be installed.

Color Coding: Phase, neutral and ground conductors color-coded in accordance with NEC (NESC if Utility owned). Connect all Conductors of the same color to the same phase conductor as follows:

208Y/120V-3PH-4W Color coding shall be:

- 1) Phase = Black
- 2) Phase = Red
- 3) Phase = Blue
- 4) Neutral = White
- 5) Ground = Green

120/240V-1PH-3W Color coding shall be:

- 1) Line 1 = Black
- 2) Line 2 = Red
- 3) Neutral = White
- 4) Ground = Green

Unless otherwise authorized, the multiple system of electrical distribution shall be used. Conductors of the size and material specified shall be installed for control wiring, luminaire wiring, small cell equipment wiring, City IOT wiring, main circuit wiring, ground wiring, service entrance wiring, and all other wiring necessary for a complete installation.

Conductors shall be sized to prevent a voltage drop of more than three percent per feeder run. All conductors shall be installed in conduit. All power and lighting circuits shall include an insulated green grounding conductor.

A complete grounding system shall be installed for the entire lighting installation. Grounding shall consist of ground cables, conduits, grounding rods, wire or strap, and ground fittings, as required by the NEC (or NESC if Utility owned).

Type THWN conductors shall be used for all underground conduit runs. Leave sufficient lengths of branch conductors to allow conductor splices to be extracted from pole base for maintenance. Type XHHW shall be used for the service entrance conductors.

Extend three conductor SOW cable feeder leads to the luminaires from the cables in the pole base.

Install in-the-line fuses on each feeder lead. Leave sufficient lengths of feeder conductors to allow fuses and conductors to be extracted from pole base for maintenance.

Provide a No. 6 AWG solid, bare, copper wire connection to ground rod with ample length to allow connection to light standard, and system ground conductor.

Attach grounding conductor to the energy suppliers neutral at the service point. Terminate grounding conductor with less than 25 ohms ground reference at the service point. If ground resistance is greater than 25 ohms, add additional ground rod(s) or other ground reference bond to bring the resistance to under 25 ohms resistance to earth.

Provide ground rods elsewhere as shown on the drawings. Butt splices within the bases are not acceptable.

Butt splices within the bases are not acceptable.

At each pole, provisions shall be made for convenient sectionalizing of the circuits. This shall be done by providing ample length (18 to 24 inches) of branch conductor ends and performing splices using submersible type (Burndy Uni-tap connectors or an approved equal). Wire nuts are not an acceptable method for splicing. Splicing shall only be performed within the pole bases and splice boxes where applicable.

Separation of service shall be provided within the pole by conduit or dividers. Electrical wiring and fiber shall be separated by Owner within.

FUSES

Each luminaire in the 120-volt system shall be fused with one 6-amp fuses. Fuse connectors shall be installed in the phase wires of their respective circuits at the pull box located adjacent to the light standards or in the pole base. The fuses shall be mounted in inline single-pole molded fuse connector/holders. The fuse holders shall be a DOT-PLUG (Catalog No. Duraline-16998), or approved equal.

Fuses shall be of the breakaway type. The contractor shall provide sufficient excess conductor length to allow withdrawal of the connected fuse holder. The grounding wires shall not be fused. Fuses and fuse holders shall be "UL" listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. In addition, the contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders so that they may be easily removed or inserted through the opening at top of pull box.

SECONDARY SERVICE PEDESTALS

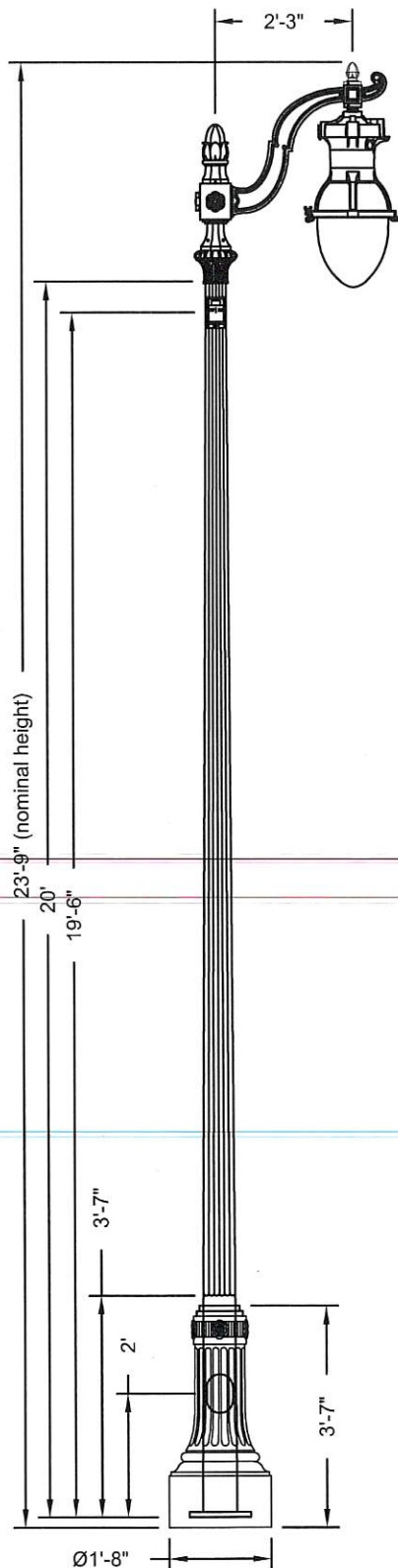
The service cabinet shall include all equipment necessary to connect to the energy provider's overhead secondary conductors or transformer.

All-In-One commercial meter/power pedestal and non-metered/power pedestals shall meet or exceed Park City's Design Standards.

AS-BUILT DRAWINGS:

Contractor shall supply accurate as-built drawings of the project to Park City. Drawings shall indicate location and setback of conduit, lighting control center, and utility service point, and pole locations along the roadway measured from a reliable location.

ATTACHMENT A: MAIN STREET DECORATIVE LIGHTS



Specifications

POST DESCRIPTION

The lighting post shall consist of a one-piece fluted tapered pole, pole top tenon, anchor bolts and base plate. The post shall be welded to the square steel base plate. The post will be provided with (1) GFI weatherproof receptacle with wet location while in-use cover.

MATERIALS

The lighting pole shall be formed from tubes conforming to ASTM A595, and have a constant linear taper of .14 in/ft. The tube's seam will have a smooth full length longitudinal high frequency resistance weld and will have no visual appearance.

DIMENSIONS

The post shall be 20'-0" in height with a 12" square base plate. The poles handhole will be 5.19" x 7.56". The tenon will be Ø3"x9" long for arm mounting. The ELC series arm will have a span of 27" from post center to luminaire center.

INSTALLATION

The pole shall be provided with four 1" diameter L-type anchor bolts to be installed on a Ø12" bolt circle, and shall include double nuts, two flat washers, and one lock washer, per bolt.

LUMINAIRE DESCRIPTION

- Esplanade Teardrop
- 150W High Pressure Sodium (mogul)
- Multivolt 120-277V, Factory Wired For 240V Only
- Teardrop Type IV Glass Door
- NEMA Twistlock Photocontrol Receptacle
- DTL Twistlock Photocontrol 120-277V

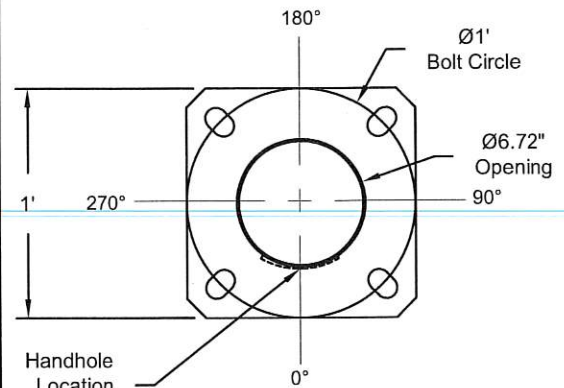
For complete specifications see LUM_ESPLANADE.

Accessory Mounting Detail

	Orientation	Height
RECEPTACLE		

FILL OUT CHART DURING APPROVAL PROCESS

Anchorage Detail



DO NOT USE TO SET ANCHOR BOLTS
CONTACT CUSTOMER SERVICE FOR TEMPLATE

Catalog #'s:

FL210672A200P9FPHHFST - ELC27 - FGIUS - NY20CICSB - AB - RFD168565 - ESU15AHPMCPB4RP27 S-67516

Customer Signature

Date



Park City Main Street

ORDER #: 2172-12-10126-4

TYPE:

DRAWING #:

REVISION:

REVISION DATE:

TSG 008243

DRAWN: KRW

ORIGIN DATE: 4/21/14

PAGE: 1 of 1

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

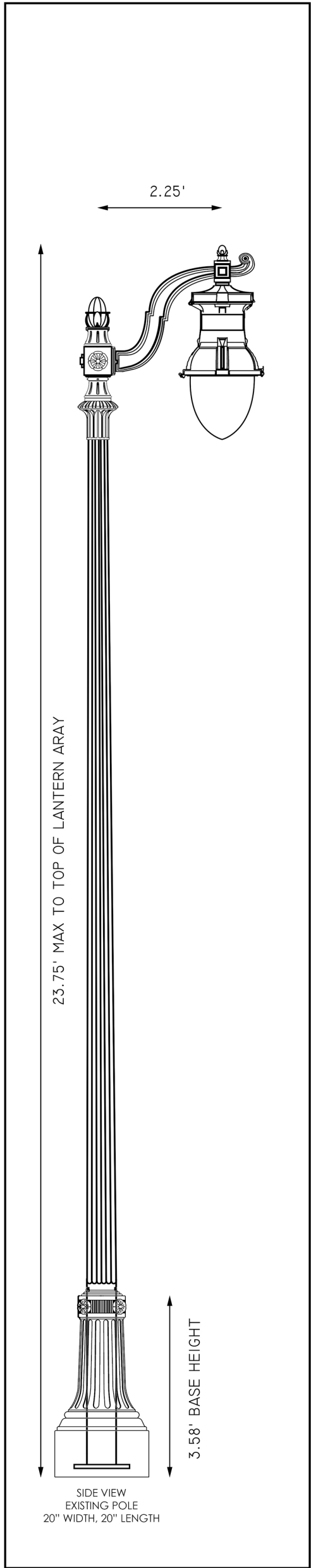
ATTACHMENT B: MAIN STREET DECORATIVE LIGHTS 4G & 5G OPTIONS

EXISTING LIGHT POLE

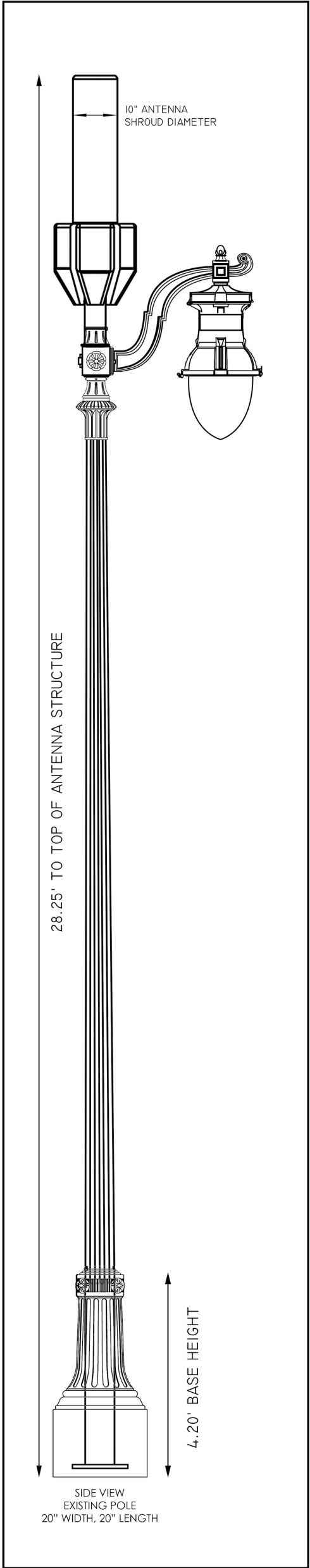
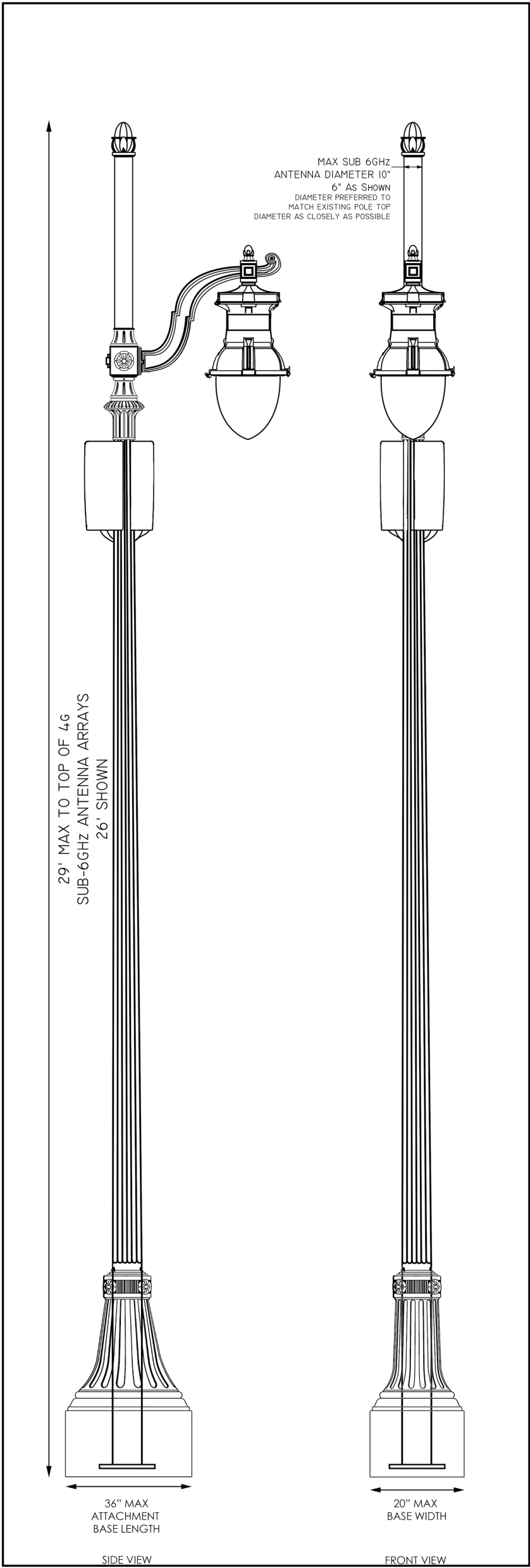
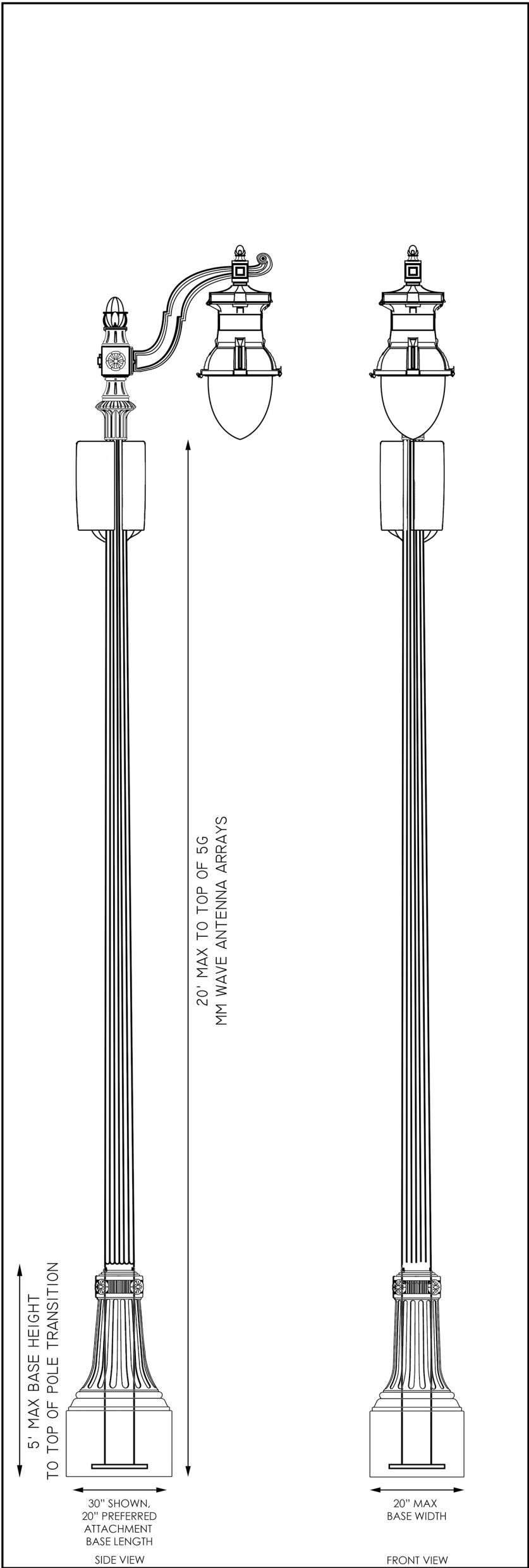
5G ONLY LOWER PROPOSAL

4G+5G LOWER PROPOSAL

4G+5G UPPER PROPOSAL
(AS SHOWN IN PRESENTATION)



SCALE: NTS

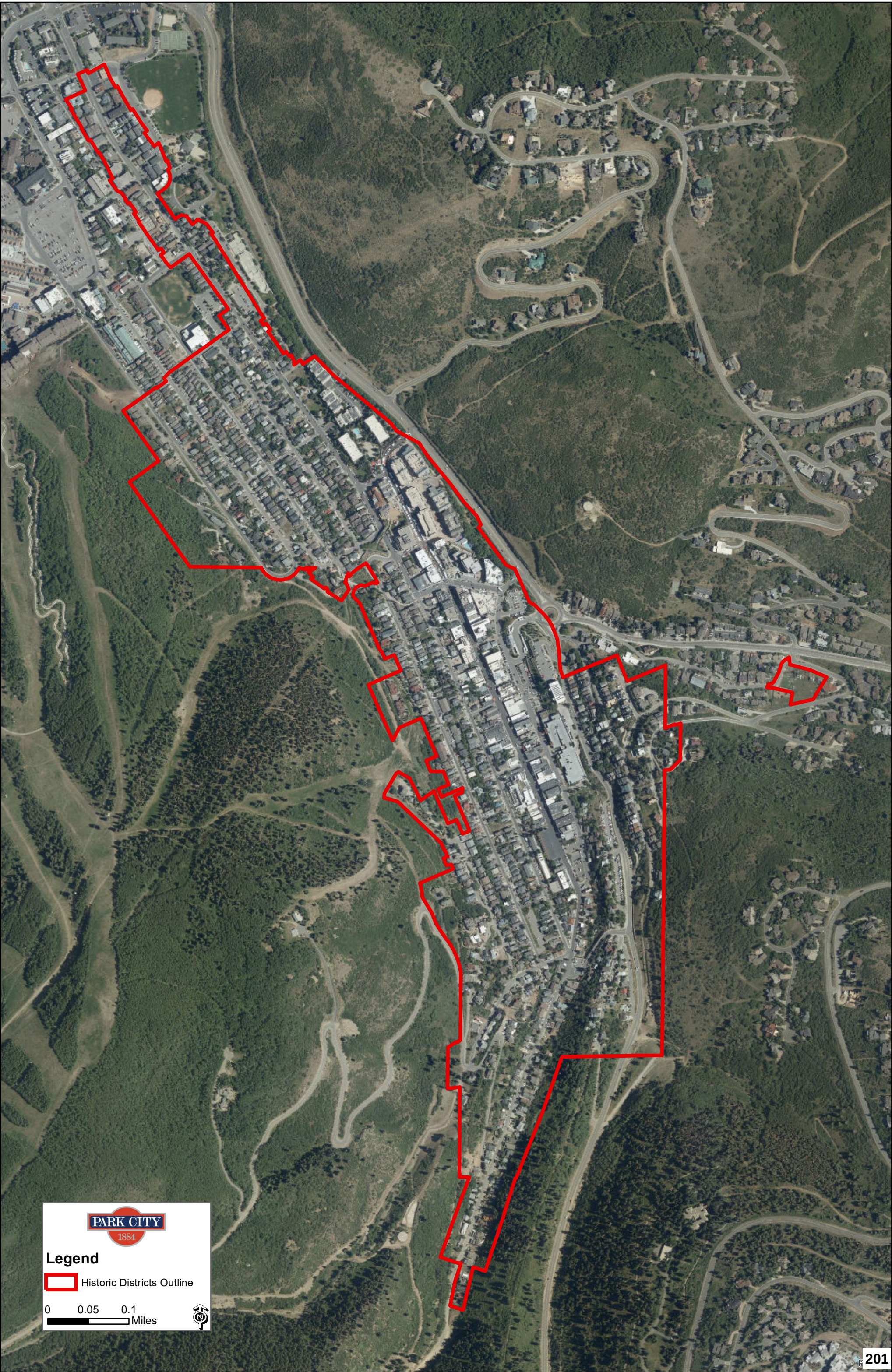


PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
TORO BLANCO GROUP, LLC. ANY
REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF
TORO BLANCO GROUP, LLC IS
PROHIBITED.

		UNLESS OTHERWISE SPECIFIED:		NAME	DATE	TITLE: PARK CITY MAIN ST COLO LIGHT POLE			
		DIMENSIONS ARE IN INCHES	DRAWN						
		GENERAL TOLERANCE: ±1/16	CHECKED						
		ANGULAR: ±0.5°	ENG APPR.						
			MFG APPR.						
			Q.A.						
			COMMENTS:						
		MATERIAL							
		FINISH							
		PAINT & POWDER COAT							
APPLICATION		DO NOT SCALE DRAWING				SIZE	DWG. NO.	REV	
						C	PKCT-COLO	07	
						SCALE: NTS		WEIGHT:	SHEET 1 OF 1

ATTACHMENT C: PARK CITY HISTORIC DISTRICT BOUNDARIES

Historic Districts



Legend

 Historic Districts Outline

0 0.05 0.1
Miles





PARK CITY MUNICIPAL CORPORATION
 SMALL WIRELESS FACILITY within PUBLIC RIGHTS OF WAY and
 ENCROACHMENT PERMIT APPLICATION & AGREEMENT
 445 Marsac Ave, Park City, UT 84060
 Phone (435) 615-5057
 Email corey.legge@parkcity.org

(City use only) Application #

The Following Items Must be Included with Each Proposed Wireless Facility Site (Small Cell) listed on this Application				*All lines must be completed, applicable documents labeled property and application must be signed before application can be accepted*			
☐ Plans with the following: A scaled site plan, A scaled Elevation view, showing Site Dimensions ☐ Plans showing Site Distance from streets, subdivisions, and showing all ADA standards ☐ Pole Load Analysis (signed by duly licensed Civil or structural engineer)	☐ Traffic Control Plan (TCP) ☐ Radio Frequency Standards Compliance (See COA below) ☐ Certificate of Insurance with PCMC named additionally insured ☐ Copy of approved NEPA Documentation: CE, EA, EIS as required.	☐ Copy Of State Contractors License ☐ If Applicable, Encroachment Permit information filled out per site. ☐ Copy of Approved Master License Agreement ☐ If required, copy of approval per National Historic Preservation Act (NHPA) per location					
* All Digital files must be in PDF format, and labeled with the Small Wireless Company Name, Address of Small wireless cell location, and submittal type (i.e. Park City _ 445 Marsac Ave_ traffic control plan) Up to 25 sites can be submitted on one application if contractor and owner information is to remain the same with each small cell location. <i>If using a separate contractor or if work is for different owners then a separate application is required for each.</i>							
OWNER INFORMATION							
Application Date:		Owner Name:		Master License Agreement Number:			
Name of Project/Development/Utility:							
Phone #:		Email:					
Mailing Address:				City:	State :		
24 Hour Owner Contact:		24 Hour Owner Phone #:					
CONTRACTOR INFORMATION							
Contractor:				License # :			
Mailing Address:				City:	State: Zip:		
phone #:		Email:					
24 hour Contact Name:		24 Hour Email:		24 Hour Phone #:			
WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION							
				Site _____ / 25 on Application			
Type of work, Fill in all that applies							
Address of Proposed Small Cell Location:				Franchise Agreement #:			
Collocate Existing Pole: ☐	City Owned Pole: ☐	Pole Replacement: ☐	New Pole: ☐				
Owner of Existing or Future Pole:				Pole #:			
Anticipated Start Date:			Anticipated Duration of Work:				
Overall Area Of Work:	Length:	Width:	Materials to be used, Check all that apply.				
Street Cut: ☐	Length:	Width:	Concrete: ☐	Asphalt: ☐	Other:		
Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐	☐	How Many:		
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:				
Curb and Gutter Cut: ☐	Length:	Width:					
Park Strip/ Other: ☐	Length:	Width:					
Manhole Access? ☐	How Many?		(City Use Only) Permit #				

WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION				Site _____ / 25 on Application	
Type of work, Fill in all that applies					
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Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐	How Many:	
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:		
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Park Strip/ Other: ☐	Length:	Width:			
Manhole Access? ☐	How Many?				
(City Use Only) Permit #					

WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION				Site _____ / 25 on Application	
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Street Cut: ☐	Length:	Width:	Concrete: ☐	Asphalt: ☐	Other:
Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐	How Many:	
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:		
Curb and Gutter: ☐	Length:	Width:			
Park Strip/ Other: ☐	Length:	Width:			
Manhole Access? ☐	How Many?				
(City Use Only) Permit #					

WIRELESS FACILITY (SMALL CELL) & STREET CUT/ENCROACHMENT INFORMATION				Site _____ / 25 on Application	
Type of work, check all that apply					
Address of Proposed Small Cell Location:				Franchise Agreement #:	
Collocate Existing Pole: ☐	City Owned Pole: ☐	Pole Replacement: ☐	New Pole: ☐		
Owner of Existing or Future Pole:				Pole #:	
Anticipated Start Date:			Anticipated Duration of Work:		
Overall Area Of Work:	Length:	Width:	Materials to be used, Check all that apply.		
Street Cut: ☐	Length:	Width:	Concrete: ☐	Asphalt: ☐	Other:
Boring: ☐	Length:	Width:	Boring with Pot Holes? ☐	How Many:	
Sidewalk Cut: ☐	Length:	Width:	Description Of Work Being Completed:		
Curb and Gutter: ☐	Length:	Width:			
Park Strip/ Other: ☐	Length:	Width:			
Manhole Access? ☐	How Many?				
(City Use Only) Permit #					

CONDITIONS OF APPROVAL

Work in the Right-of-Way Guarantee	\$2,000.00 held for 1 year after final inspection.
ROAD CLOSURES REQUIRE ADDITIONAL PERMIT & PRIOR AUTHORIZATION FROM CITY	

- All small wireless facilities applications may take up to 30 (thirty) days for initial review and processing.
- Applicant will be sent an invoice for the required bond and fees after the application is accepted and reviewed. Payment is required prior to issuing of permits.
- Applicant is required to consult with the utility companies and Blue Stakes, within the project area, prior to the start of the encroachment. In granting this permit to encroach upon its Public Rights of Way, Park City Municipal Corporation makes no representation as to the location of utility facilities within the work area, or the effect of the permitted encroachment on the said utilities. In addition, no authorization is given or inferred by this permit to allow access onto private property. Owner's written permission is required to be attached to the permit application, if a work plan includes access onto private property, including private lanes.
- In consideration for the granting of a small wireless and encroachment permit by Park City Municipal Corporation, the above noted applicant hereby promises (1) to perform the small wireless install and encroachment work in a professional manner, in conformance with the ordinances of Park City Municipal Corporation and (2) to hold harmless the Park City Municipal Corporation, its officers, agents, employees or servants from all other costs, damages and liabilities that may accrue or be claimed to accrue by reason of any work performed under a permit issued, pursuant to this application.
- Provide the following information to the City with this the application:
 - A site plan and elevation drawings for the facility as existing and as proposed with all height, depth, and width measurements explicitly stated.
 - A depiction, with height, depth, and width measurements explicitly stated, of all existing and proposed transmission equipment.
 - A depiction of all existing and proposed utility runs and points of contact.
 - A depiction of the leased or licensed area of the site with all rights-of-way and easements for access and utilities labeled in plan view.
 - All four (4) elevations that depict the physical dimensions of the wireless tower or support structure and all transmission equipment, antennas and attachments.
 - A demolition plan.
 - Visual Simulations. A visual analysis that includes (1) scaled visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four (4) angles, together with a map that shows the location of each view angle; (2) a color and finished material palette for proposed screening materials; and (3) a photograph of a completed facility of the same design and in roughly the same setting as the proposed wireless communication facility.
 - Statement Asserting that 47 C.F.R. section 1.6001 et seq. Applies. A written statement asserting that the proposed collocation or deployment qualifies as a "small wireless facility" as defined by the FCC in 47 C.F.R. section 1.6002.
 - Prior Permits. True and correct copies of all previously issued permits, including all required conditions of approval and a certification by the applicant that the proposal will not violate any previous permit or conditions of approval or why any violated permit or conditions does not prevent approval under Title 47, United States Code, section 1455 and the Federal Communications Commission's regulation implementing this federal law.
 - Radio Frequency Certification Report. An affirmation, under penalty of perjury, that the proposed installation will be FCC compliant, because it will not cause members of the general public to be exposed to RF levels that exceed the MPE levels deemed safe by the FCC. A copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the proposed facility upon the approval of the application. All planned radio frequency emissions on all frequency bands must be shown on the Appendix A form(s) attached to the application. All planned radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."
 - Noise Study. A noise study, prepared by a qualified engineer, for the proposed personal wireless telecommunication

facility including, but not limited to, equipment, such as air conditioning units and back-up generators. The noise study shall assess compliance all City noise ordinances and/or code.

- Site Survey. For any small wireless facility proposed to be located within the public right-of-way, the applicant shall submit a survey prepared, signed and stamped by a Utah licensed or registered engineer or surveyor. The survey shall identify and depict all existing boundaries, encroachments and other structures with 250 feet from the proposed project site, which includes without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals and permanent signage; (vi) sidewalks, driveways, parkways, curbs, gutters and storm drains; (vii) benches, trash cans, mailboxes, kiosks, and other street furniture; and (viii) existing trees, oak trees, planters and other landscaping features.

• 72 HOUR ADVANCE NOTICE REQUIRED •

- CONTRACTOR MUST NOTIFY INSPECTOR WHEN WORK IS TO BE STARTED, WHEN WORK IS COMPLETED AND WHEN MATERIALS ARE TO BE INSTALLED

- Max permit duration = 10 Days Extensions by written Requests

•ENGINEERING INSPECTOR MAY BE REACHED AT (435)-615-5071

By submitting this form electronically, you agree your electronic signature is the legal equivalent of your manual signature on this form as if actually signed by you in writing. By submitting this form electronically, you consent to be legally bound by this form's terms and conditions.

SIGNATURE OF APPLICANT:	PRINT NAME:	DATE:

SIGNATURE BELOW GRANTS PERMISSION FOR THE ABOVE-MENTIONED APPLICANT TO ENCROACH ON PARK CITY PROPERTY AND/OR ITS PUBLIC RIGHTS OF WAY, AS DESCRIBED IN THE ABOVE APPLICATION, AND INDICATES APPROVAL OF ATTACHED WORK AREA & BMP MAP (PAGE 6).

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Liz Lagoy

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

No Dumping Stormdrain Decals

Suggested Action:

Attachments:

[No Dumping Decals Staff Report](#)

City Council Staff Communications Report

Subject: No Dumping Stormdrain Decals
Author: Liz Lagoy
Department: Stormwater
Date: September 2, 2021

Park City maintains a stormwater drainage system called a Municipal Separate Stormwater System (MS4). In 2016 Park City was designated by the State of Utah as an MS4. Since then, we have been obligated to maintain a permit under State and Federal laws. The intent of this permit is to control the discharges that are released into our stormdrain system in Park City in order to protect the quality of our water.

Starting August 2021 the Stormwater department will begin installing “No Dumping” decals to storm drains throughout Park City. The intent is to discourage residents, businesses, restaurants, landscapers, and other entities from using the storm drains as a method of disposal. These storm drains lead directly into Silver and McLeod Creeks without treatment. These decals educate the public that the drains lead directly to Park City creeks, to try and discourage non-stormwater from being dumped into them.

The decals are shown below, and will be installed around town over the next 6 months, especially in areas with a high potential of dumping.



Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Park Silly Sunday Market Mid-Season Report

Suggested Action:

Attachments:

[PSSM Mid-Season Review Staff Report](#)

[Exhibit A: PSSM Measures of Success Mid-Season 2021](#)

City Council Staff Communications Report



Subject: 2021 Park Silly Sunday Market Mid-Season Review
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: September 2, 2021

Recommendation

Consider the Park Silly Sunday Market mid-season review. Staff recommends continuing the season status quo which requires no action from Council.

Executive Summary

Park Silly Sunday Market (PSSM) provides a mid-season review as part of their contract. Staff finds PSSM is operating consistently with the requirements of the contract. Staff will return in November to give a season end debrief.

Background

Council approved the 2021 PSSM supplemental plan on [April 29, 2021](#), reducing scope due to COVID-19 concerns.

A [history regarding PSSM is linked here](#). Council approved The [City Service Agreement with PSSM](#) on [January 9, 2020](#) ([minutes](#) p. 7). Due to concerns about the pandemic, PSSM cancelled their event in 2020. The current Agreement runs through 2022 and included the following amendments to the terms.

- Acknowledgment of PSSM conflict with Fourth of July;
- Increased Noise Restrictions including that PSSM may not exceed 75 decibels from 10 a.m. to 1 p.m. and 90 decibels from 1 to 5 p.m.
- Pedestrian Management Measures at the intersection of Main Street and Heber Avenue;
- No Vendor parking on Park Ave;
- Bollard installation management at the cost of \$1,000 per market;
- PSSM will pay City for any City services not credited or waived; and
- Increased insurance requirements to meet City standards.

Analysis

Staff finds PSSM is operating in compliance with the Council approved “Measures of Success” metrics, City Services agreement, and Level Five Special Event Permit for their operations in 2021. Exhibit A outlines measures of success for the first eight weeks (June 6 to July 25) of the PSSM. Highlights include:

- Sustainable Measures – PSSM has an average 74% diversion rate and continues to work towards an 80% overall diversion rate for the season.

- Transportation Initiatives – PSSM continues to partner on transportation initiatives, including providing their own transportation on the two busiest market dates, hosting a bike valet, and promoting alternative transportation.
- Vendor Mix – PSSM is consistently operating with Vendor Mix Requirements, however they have exceeded Importer Vendor Mix requirement due to changes in Operations with COVID-19.
- Noise Compliance – Staff has proactively taken noise readings at each market date, finding compliance with Noise Variance. PSSM has been at or below required decibel levels. Staff has not received any noise complaints from PSSM to date.
- Working Group Walk-Throughs – PSSM has held three walk-throughs with HPCA and Council Liaisons. HPCA could not attend one of the walkthroughs; however, PSSM, staff and Council Liaisons still walked through the market. Working group is helpful to review operations of both PSSM and Car Free Days between the groups and helps build a collaborative relationship.
- Community Partnerships – PSSM has continued to assist other organizations, including Wasatch Back County Rescue, Kimball Art Center, Latino Arts Festival, VoteRise, Connect Summit County, Shred for Red, Closure to Cure, Weilenman School, Momentum Recycling, Avian Sanctuary, Peace House, Operation Underground, Speedy Foundation, Gun Violence Prevention Center, PC Rotary, Nuzzles and Co, PC Transit, Habitat for Humanity, Fetch Cares.

Funding

Total City Service Fees for 2021 PSSM are estimated at \$84,800. Per section C.6.2.a of the City Service Agreement, the City will waive \$60,500 in fees. The City also pays PSSM for bollard installation, which provides that the City shall reimburse PSSM \$1,000 per market (14,000 total). This brings the total of City Service Fees and Bollard installation to \$74,500. It is estimated that PSSM will owe the City \$10,300 at the end of the season.

Attachments

Exhibit A: PSSM Measures of Success

Exhibit A – PSSM Measures of Success Mid-Season 2021

Park Silly Sunday Market – 2021 Mid-Season Review Measures of Success		Legend S – Succeeding in meeting Contracted I - In progress / Meeting Requirements U – Unsatisfactory - Not meeting
Requirements		
Vendor Mix		
Importers (allowed per week maximum) i. 2021- 6	Notes: PSSM has exceeded number of allowed Importers to compensate for lost revenue from reduction in booth space due to COVID-19 event impacts. 2 markets have had 5 importers, 5 markets had 7 importers and 1 market had 9 importers.	I/U
Jewelers (allowed per week maximum) i. 2021- 12	Notes: Requirements are currently being met. One market on July 18 had 12 jewelry vendors. All other market dates had less than 12 jewelry vendors	S
On-site Food Vendors & Snack food Vendors (per week maximum) i. 2021 - 12	Notes: Requirements are currently being met. At all markets Food Vendors have had less than 12 food vendors to date	S
PSSM will invite two (2) HPCA representatives in the jurying of jewelry vendors.	Notes: Requirement was met by PSSM.	S
PSSM will coordinate three (3) market walkthroughs with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: - Sunday, June 27; 11:00 a.m. Walk-through, Main Street – Staff, Council and HPCA liaisons were in attendance. - Sunday, July 25; 11:00 a.m. Staff and Council Liaison attended. HPCA could not attend. - Sunday, August 22; 3:00 p.m. Walk-through, Main Street, Staff, Council and HPCA were in attendance. - Sunday, September 12; 11:00 a.m. - Upcoming - October, Date TBD - End of Season Debrief & Review	I
PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements have been provided and met.	S
Parking / Traffic / Pedestrian Management		
Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Continue increased communication between departments and PSSM to encourage parking of vendors in suggested vendor locations.	Notes: These requirements are being met. PSSM continues to provide vendor license plates, works with Staff & private parking garages to park vendors and patrons in appropriate areas. PSSM secured Park City High School as supplemental offsite parking.	I
Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market. ix. Addition of Shuttle Service on expected heavy attendance day – July 7 and Sept 1	Notes: Meeting requirements: PSSMs online information includes directions for participants to take alternate transportation to the event. Including City transit, bikes or walking to attend. PSSM has not done any marketing of the event this year so alternative transportation is not included in marketing materials. PSSM added free private shuttles on July 4 and had 510 riders on the shuttles they provided. They will add private shuttles again will also do so on September 5 for their busiest days. PSSM continues to offer a Bike Valet on 9 th Street. The	I

Exhibit A – PSSM Measures of Success Mid-Season 2021

	Bike Valet has had a total of 1,116 bikes over 8 Sundays with an average of 140 bikes each week. The highest usership for the Bike Valet was July 4 with 295 bikes.	
Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes: Requirements are currently being met	S
Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes: Requirements are currently being met. With Car Free Sunday event, pedestrian management at Heber and Main is not a concern. PSSM has supported operational changes City made to help address concerns of traffic on Park Avenue and Swede Alley.	S
<u>Market Set-Up and Inspections</u>		
a. Weekly notification to staff of footprint or operational changes	Notes: Staff is working with PSSM to ensure that requirements are met.	S
b. Location of interior sponsor signs	Notes: Requirements are currently being met	I
<u>Street Cleaning and Trash Removal</u>		
a. Pre-Meet with City's Street Department to create a street cleaning and trash removal plan	Notes: Requirements are currently being met	S
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes: Meeting requirements. No issues have been identified.	I
<u>Coordination with PCMC and HPCA</u>		
a. PSSM will schedule monthly "Working Group" meetings from June through September	Notes: - Sunday, June 23; 11:00 a.m. Walk-through, Main Street – Council and HPCA liaisons were in attendance. - Sunday, July 28; 1:00 p.m. Meet at Transit Center - Sunday, August 25; 11:00 a.m. Walk-through, Main Street - Wednesday, September 18; 10:00 a.m. Sustainable Efforts – Trip - Wednesday, September 25; 10:30 a.m. End of Season Debrief & Review	I
b. PSSM will schedule four (4) market walkthroughs with the "Working Group" within the season.	Notes: PSSM has set dates for the 2021 Working Group.	S
c. PSSM will schedule a weekly market walk through with City representatives	Notes: PSSM and the City have scheduled the weekly meetings.	S
d. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. Provide a list of other sustainable efforts throughout the event. v. PSSM to participate in and provide a list of City functions related to Green Event management that they participate in, as well as, a list of non- profits who they provide sustainable mitigation efforts for. vi. PSSM to present a year over year a comparison for sustainable effort comparison in coordination with the City during annual end of season review.	Notes: Requirements are currently being met Average attendance has been 17,391, highest attendance was on July 4 with an estimated 20,333 people in attendance to the PSSM. PSSM continues to provide weekly zero waste and vendor breakdown.	I
e. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates: i. Prior to the start of the June 6 Market.	Notes: Requirements are currently being met.	I

Exhibit A – PSSM Measures of Success Mid-Season 2021

ii. At any time they add license plates to the market throughout the 2021 season. iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.		
Marketing and PR		
a. HPCA logo on all advertisements & promotions	Notes: Requirements currently being met.	I
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	Notes: Requirements currently being met.	I
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio PSAs and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, 'if applicable'	Notes: Requirements currently being met.	I
Other Items:		
Quantify Marketing & PR Value	Notes: PSSM has not marketed the event in 2021 due to the pandemic. Requirements currently being met.	I
PSSM shall present an annual preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. List of non-profit groups attending the market v. Advertising information etc. vi. Transportation and parking counts – to be coordinated with PCMC Transportation Services Department	Notes: PSSM is currently working toward satisfying this requirement. Average attendance is 17,391. The current Average Diversion Rate is 74%. They are working towards the 80% goal. They are satisfying all other Zero Waste requirements. Transit and Parking Counts are being collected by City Departments and reported weekly.	I

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Budget Monitoring Staff Report - July 2021

Suggested Action:

Attachments:

[Sales Tax and Budget Monitoring Staff Report](#)

[Exhibit A: FY21 June Sales Tax](#)

[Exhibit B: FY22 YTD Expenses - July 2021](#)

[Exhibit C: FY22 YTD Revenue - July 2021](#)



Staff Communication

Subject: June Sales Tax and July Budget Reporting
Author: Erik Daenitz and Penny Frates
Department: Budget, Debt, & Grants
Date: September 02, 2021
Type of Item: Informational

June 2021 Sales Tax Revenue

Park City ended FY21 with the strongest sales tax revenues ever recorded in the City's history. Park City's strong business environment continued to outperform in June 2021, setting a record for the highest sales revenues Park City has observed in any June on record. Emerging from initial pandemic uncertainty, the City's General Fund sales tax collection ended FY21 up 11% year-over-year on the back of a record-setting late winter and shoulder season environment.

The Capital and Transportation Funds also benefitted from the continued momentum, with June sales tax revenues outperforming budgets and historical actuals.

Transient Room Tax (TRT) was a notable highlight, ending FY21 up 0.3% vs. FY19, the previous highwater mark for the tax. Indeed, after early winter bumps, the TRT roared back to set a record annual high to indicate a robust lodging sector recovery. Notable growth relative to June 2019 was evident, up 137%.

While taxes are only one measure of community health and well-being, this type of success is a bold expression of a resilient, hard-working, and thriving community. Furthermore, this success comes with a considerable demand on the community's infrastructure and ability to meet day-to-day service levels, particularly in the areas of public works, law enforcement, building and transportation, and recreation. In most cases, the increase in tax revenues matches an immediate increase in demand for services by our residents and visitors. In some cases, staff may return with strategic recommendations for mid-year adjustments and investments to keep pace with demand and community expectations.

State Compliance Monthly Budget Reporting for July 2021

The attachments within this report consist of monthly revenue and expenditure reports detailed by Fund and Major Object Type.

Notable Observations:

Expenditures

- July expenses are in line with expectations and budget
- Interfund Transfer (IFT) – At the time of this report, July 2021 IFT's had not been booked

- \$2.5M overall variance vs. FY21 primarily due to a \$2.1M credit in the Transportation Fund in FY21. This is an accounting entry to properly account for previous year operating assistance where payment was received in the next fiscal year

Revenues

- Property, Sales and Franchise Taxes do not appear on this report for July as these are typically booked at a later date after revenues have been reported and realized
- Program Revenue for Ice, Golf and Recreation had not been booked at the time of this report
- \$507k in FY22 Special Revenues for ARPA funds
- Building, Planning and Engineering fees are up by 84% vs. FY21 due to the lull in building and construction in the early months of COVID-19
- Interfund Transactions – At the time of this report, July 2021 Interfund Transactions had not been booked

Exhibit A: FY21 June Sales Tax Update

Exhibit B: Expenditure Summary by Object and Type

Exhibit C: Revenue Summary by Object and Type

June 2021 Sales Tax Update



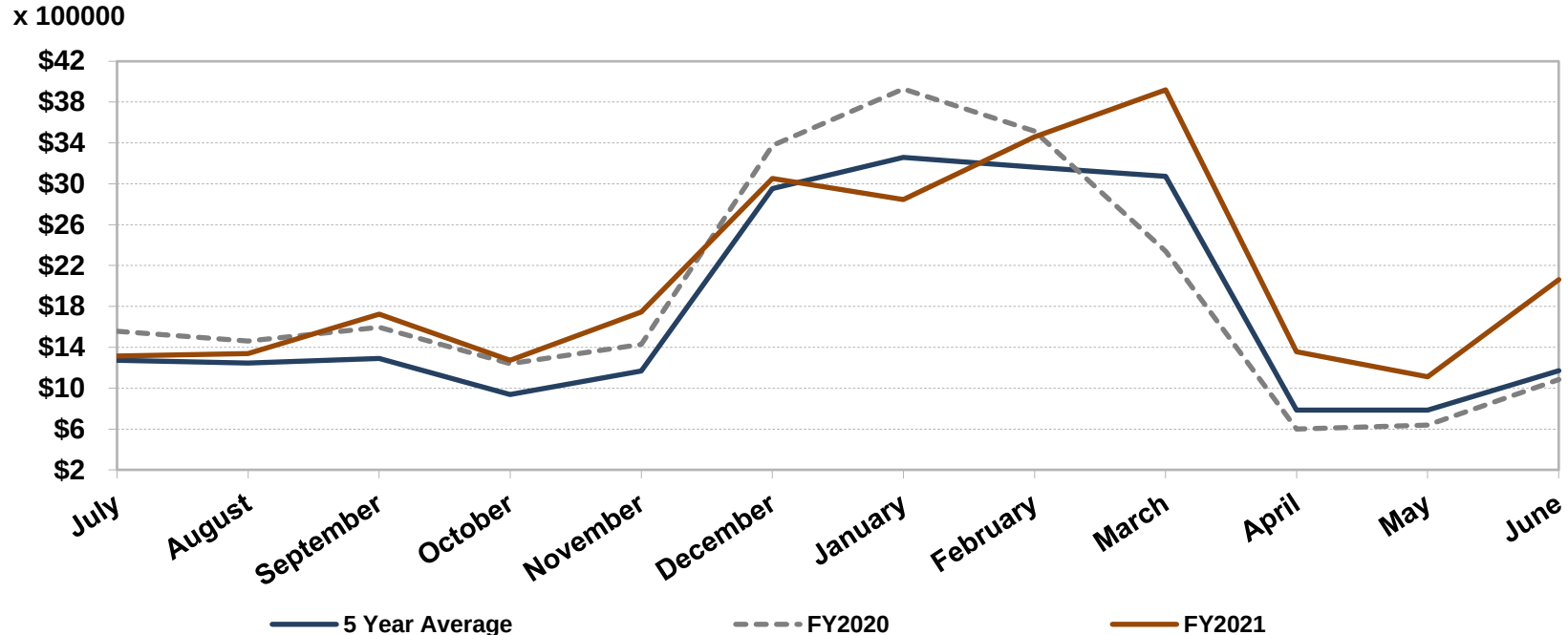
Citywide

PARK CITY

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218

Sales Tax Revenues through June



*Does not Include TRT or Transit Tax

- FY21 up 10.6% vs. FY20
- June FY21 up 89% from previous June FY20, June FY21 up 54% vs. FY19
- TRT FY21 up 1.8% vs. FY20, up 0.3% vs. FY19

Source: Park City Municipal Corporation. As of August 24, 2021.



General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly				
Month	FY19 Actual	FY20 Actual	FY21 Adj. Budget (Adopted Oct. 2020)	FY21 Actual
July	\$812,668	\$890,546	\$592,130	\$767,523
August	\$730,497	\$839,320	\$569,130	\$777,490
September	\$754,343	\$912,173	\$587,277	\$991,597
October	\$533,991	\$715,887	\$396,792	\$735,086
November	\$805,462	\$820,365	\$667,118	\$995,487
December	\$1,644,270	\$1,877,541	\$951,823	\$1,709,314
January	\$1,915,943	\$2,167,578	\$1,155,948	\$1,587,251
February	\$1,795,614	\$1,936,051	\$1,093,269	\$1,915,684
March	\$2,160,171	\$1,318,256	\$1,090,252	\$2,175,525
April	\$509,306	\$374,250	\$478,608	\$792,267
May	\$591,398	\$439,622	\$513,445	\$741,893
June	\$771,332	\$603,136	\$632,274	\$1,186,675
Total	\$13,024,993	\$12,894,725	\$8,728,066	\$14,375,792

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - \$ Change

Month	FY20 Actual vs. FY19 Actual	FY20 Actual vs. FY20 Original Budget	FY21 Actual vs. FY20 Actual	FY21 Actual vs. FY21 Budget (Adopted Oct. 2020)
July	\$77,879	\$52,194	(\$123,023)	\$175,394
August	\$108,823	(\$2,041)	(\$61,829)	\$208,361
September	\$157,830	(\$38,870)	\$79,424	\$404,320
October	\$181,897	\$40,169	\$19,198	\$338,294
November	\$14,903	\$44,454	\$175,122	\$328,369
December	\$233,271	(\$222,037)	(\$168,227)	\$757,491
January	\$251,635	\$73,377	(\$580,327)	\$431,303
February	\$140,438	(\$116,856)	(\$20,367)	\$822,415
March	(\$841,914)	(\$1,051,782)	\$857,269	\$1,085,273
April	(\$135,056)	(\$570,080)	\$418,017	\$313,659
May	(\$151,776)	(\$172,163)	\$302,271	\$228,448
June	(\$168,196)	(\$372,764)	\$583,539	\$554,402
Total	(\$130,267)	(\$2,336,399)	\$1,481,067	\$5,647,727

General Fund - Sales Tax Summary - % Change

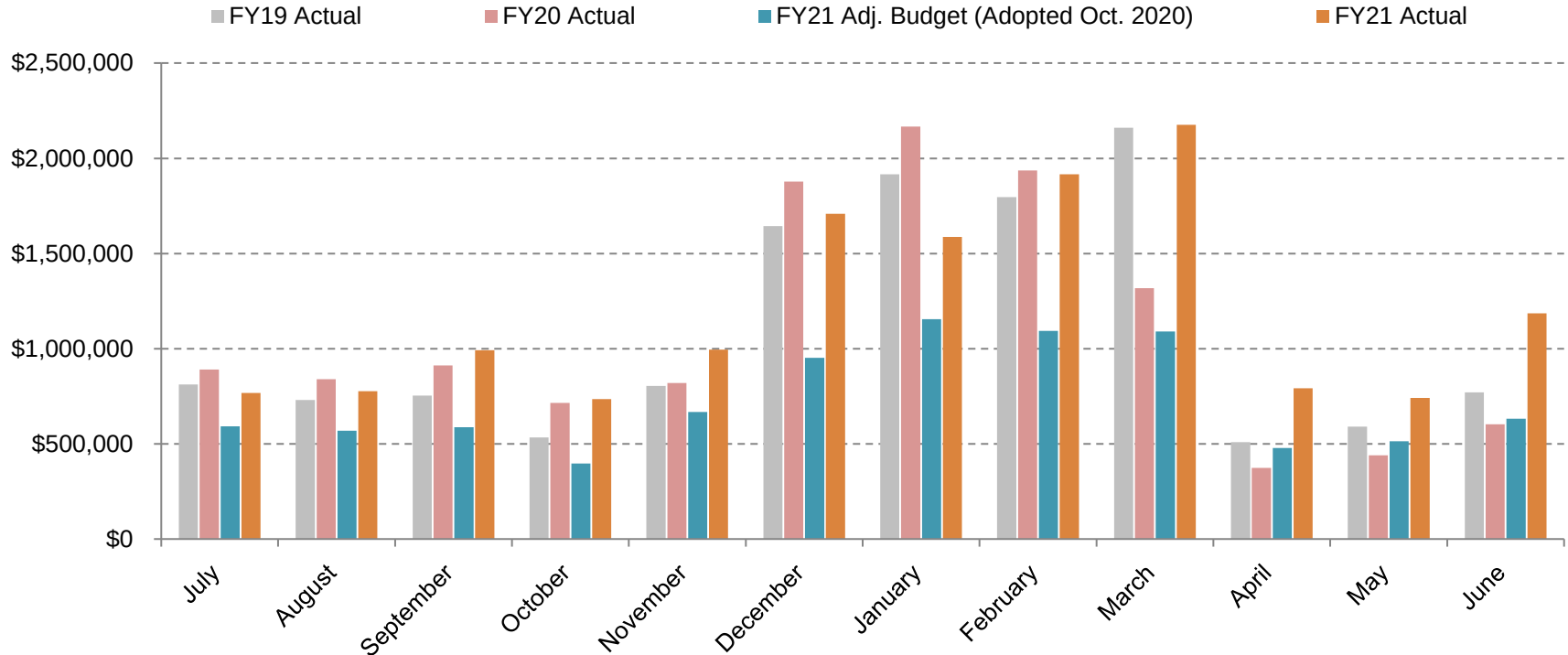
Month	FY20 Actual vs. FY19 Actual	FY20 Actual vs. FY20 Original Budget	FY21 Actual vs. FY20 Actual	FY21 Actual vs. FY21 Budget (Adopted Oct. 2020)
July	10%	6%	-14%	30%
August	15%	0%	-7%	37%
September	21%	-4%	9%	69%
October	34%	6%	3%	85%
November	2%	6%	21%	49%
December	14%	-11%	-9%	80%
January	13%	4%	-27%	37%
February	8%	-6%	-1%	75%
March	-39%	-44%	65%	100%
April	-27%	-60%	112%	66%
May	-26%	-28%	69%	44%
June	-22%	-38%	97%	88%
Total	-1%	-15%	11%	65%

Source: Park City Municipal Corporation. As of August 24, 2021.

Sales Tax Summary – General Fund

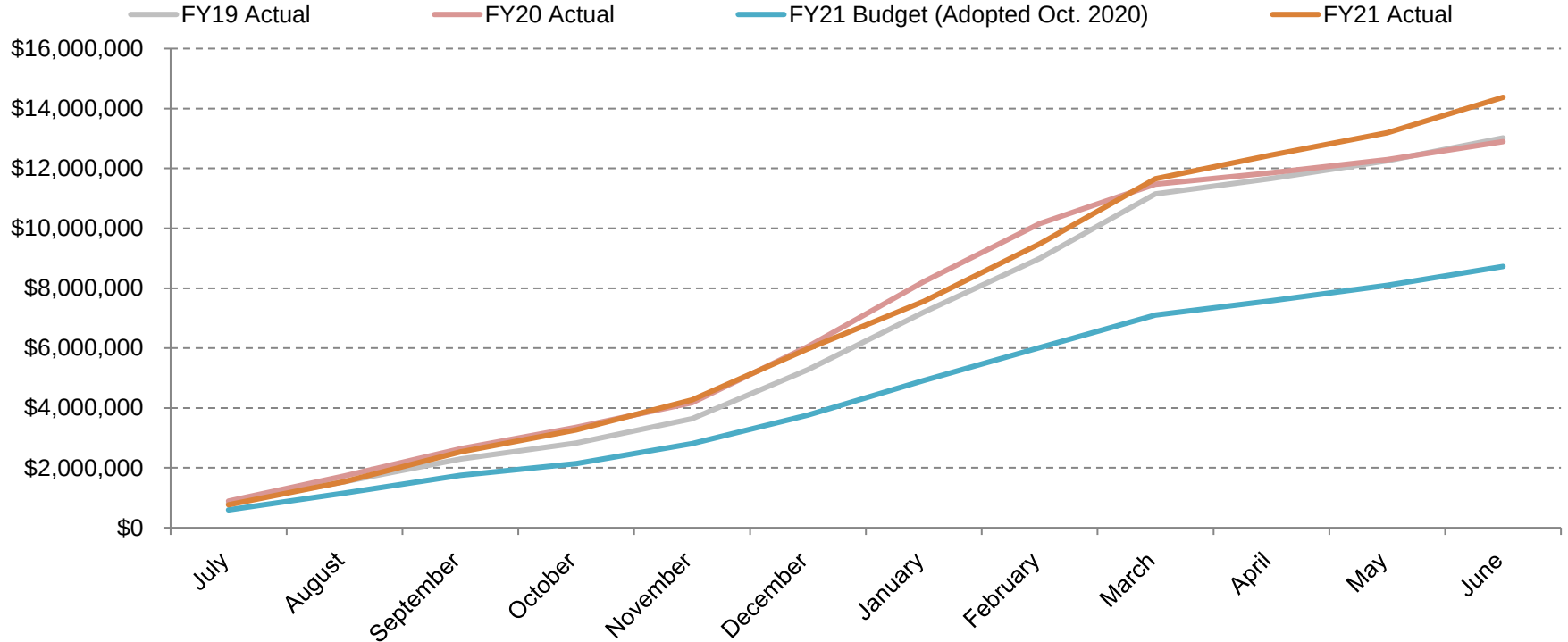
General Fund

Historical Sales Tax Revenues & Budgets Over Time by Month



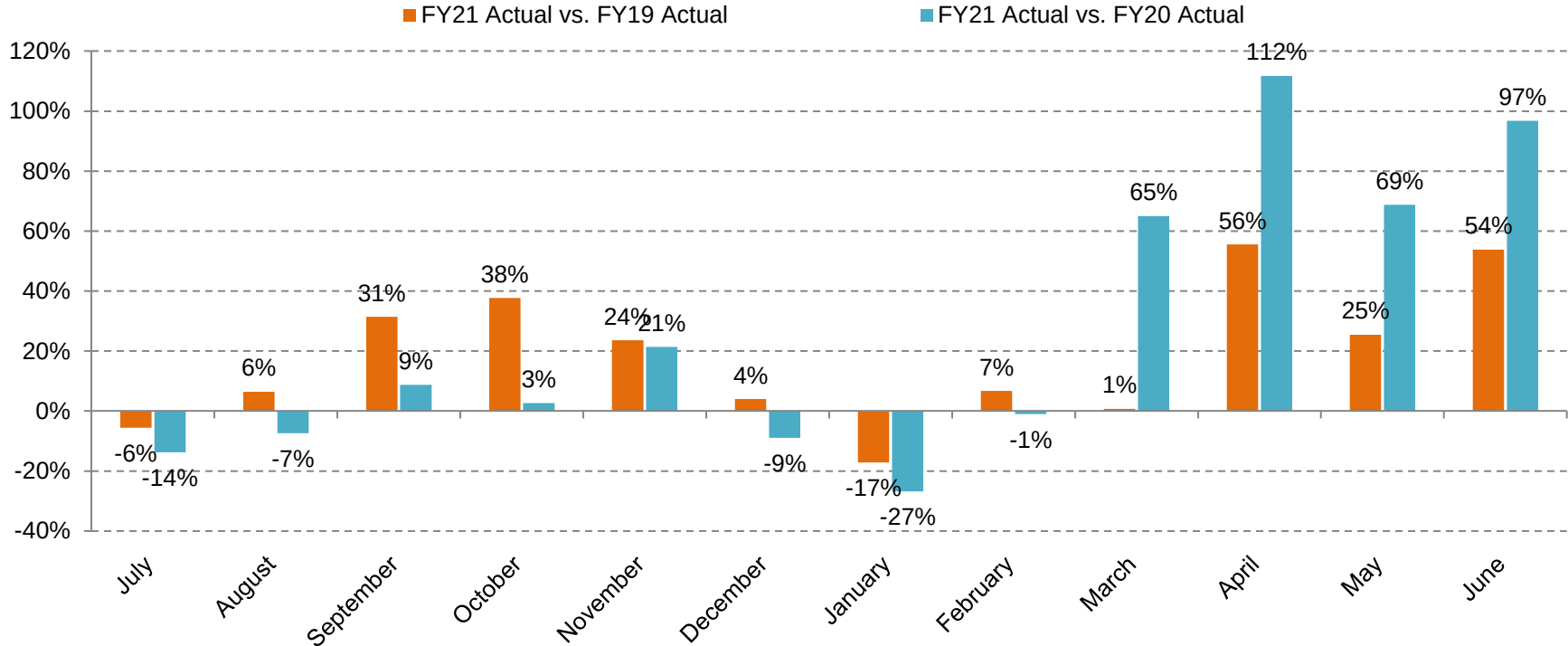
Sales Tax Summary – General Fund

General Fund - FY21 Cumulative Annual Sales Tax Revenues Through Different Lenses



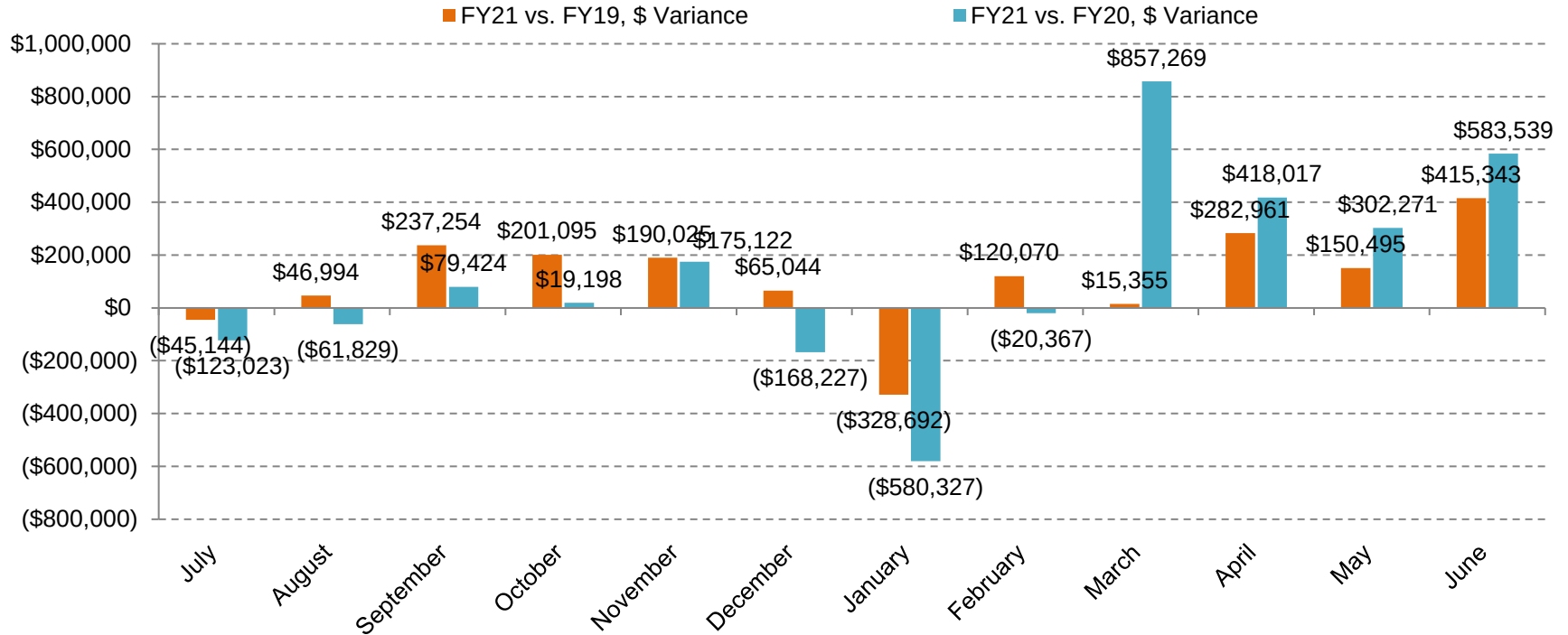
Sales Tax Summary – General Fund

General Fund FY21 Sales Tax % Change from Previous Fiscal Years



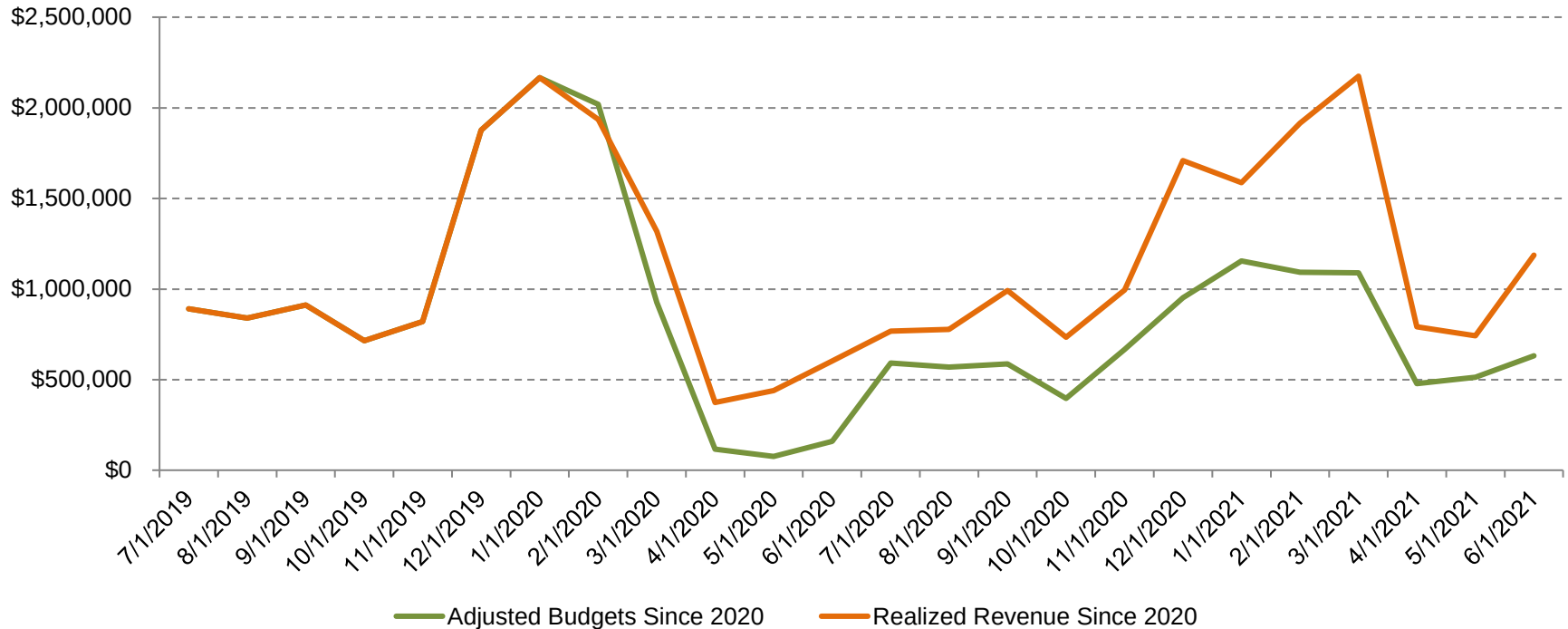
Sales Tax Summary – General Fund

General Fund \$ Change from Previous Fiscal Years



Sales Tax Summary – General Fund

General Fund - Sales Taxes Original Budgets, Adjusted Budgets and Realized Revenue Since FY20





Capital Fund

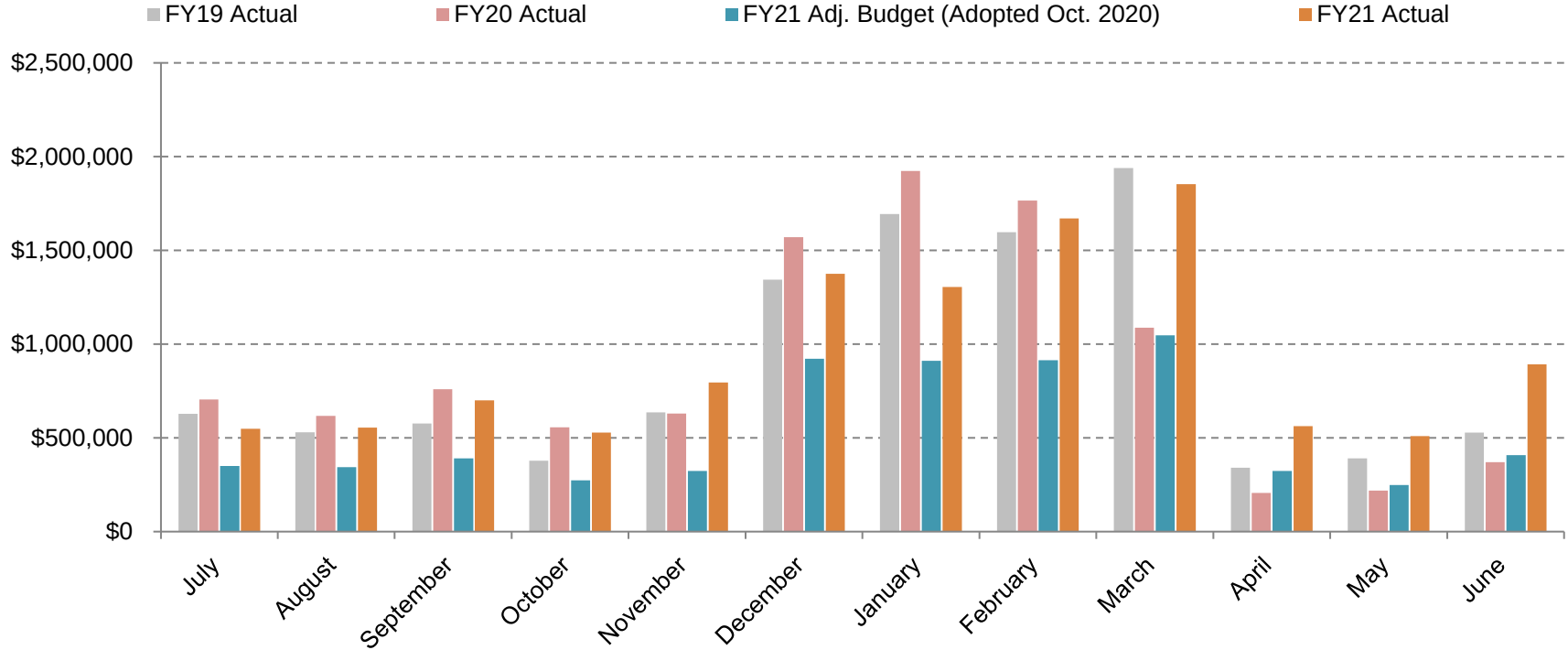
Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly				
Month	FY19 Actual	FY20 Actual	FY21 Adj. Budget (Adopted Oct. 2020)	FY21 Actual
July	\$627,203	\$704,479	\$349,121	\$548,052
August	\$529,229	\$616,238	\$343,560	\$555,028
September	\$577,009	\$759,286	\$390,073	\$699,815
October	\$378,251	\$555,393	\$273,572	\$527,415
November	\$635,932	\$629,796	\$323,013	\$794,579
December	\$1,344,356	\$1,570,492	\$921,876	\$1,374,419
January	\$1,693,495	\$1,923,089	\$911,358	\$1,303,836
February	\$1,596,315	\$1,765,073	\$913,518	\$1,670,788
March	\$1,938,349	\$1,087,888	\$1,046,362	\$1,853,291
April	\$340,118	\$206,191	\$323,282	\$561,427
May	\$390,732	\$218,762	\$248,089	\$509,828
June	\$528,340	\$369,764	\$407,603	\$891,881
Total	\$10,579,328	\$10,406,450	\$6,451,427	\$11,290,359

Sales Tax Summary – Capital Fund

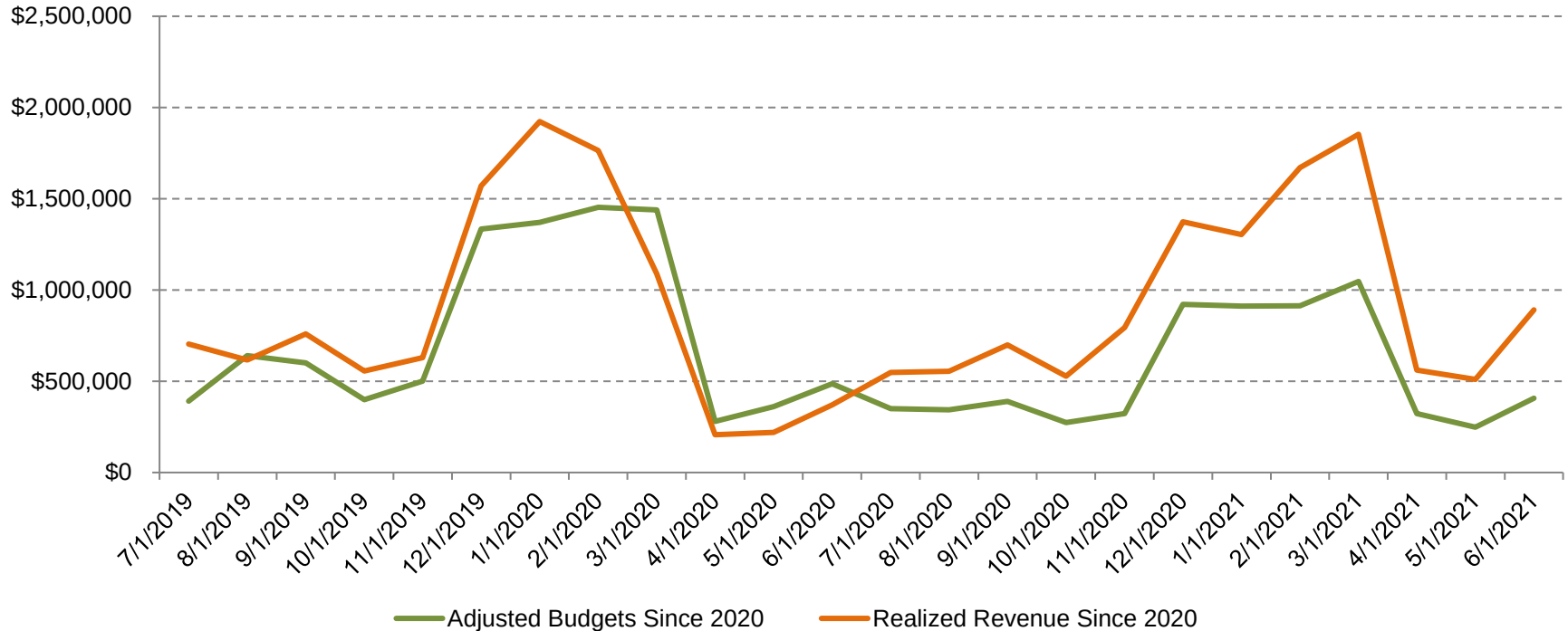
Capital Fund

Historical Sales Tax Revenues & Budgets Over Time by Month



Sales Tax Summary – Capital Fund

Capital Fund - Sales Taxes Original Budgets, Adjusted Budgets and Realized Revenue Since FY20

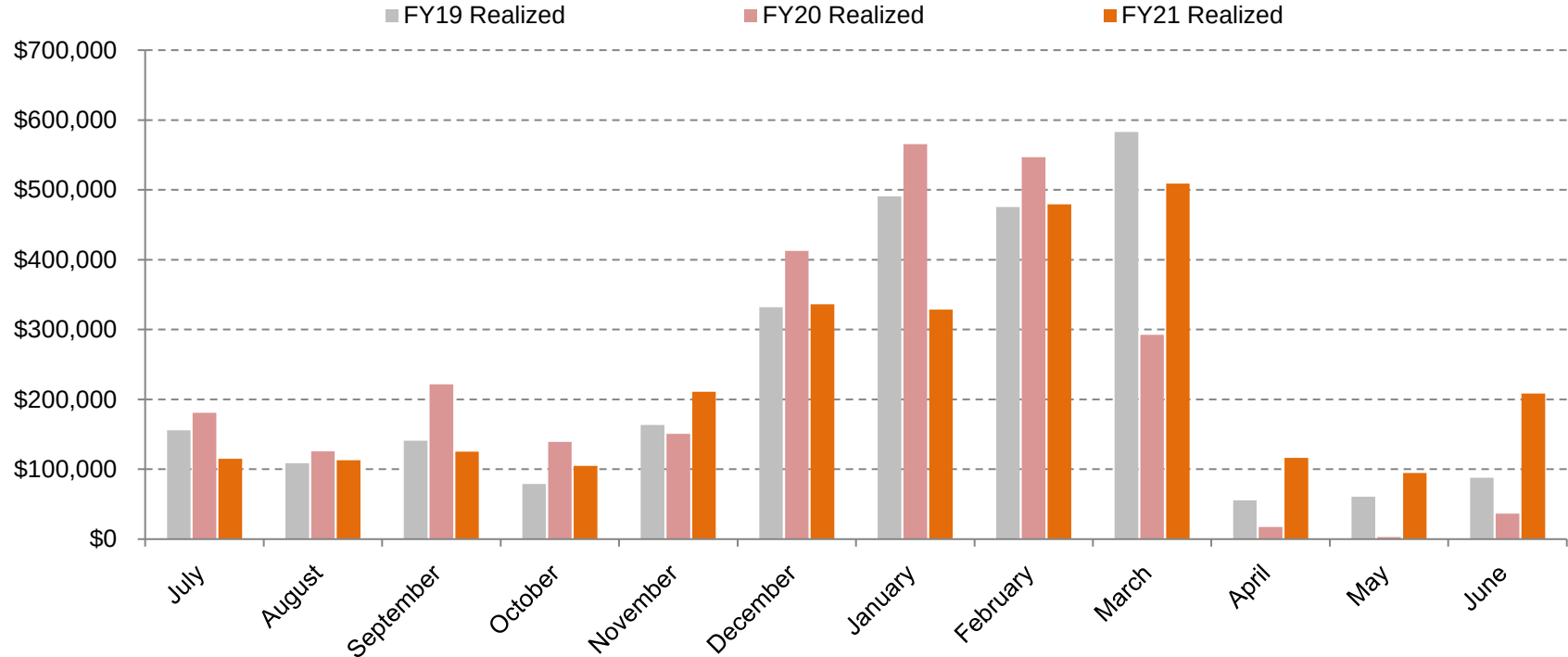


Sales Tax Summary – Transient Room Tax

Transient Room Tax							
Monthly	FY19 Realized	FY20 Realized	FY21 Realized	FY21 vs. FY19, \$ Variance	FY21 vs. FY20, \$ Variance	FY21 vs. FY19, % Variance	FY21 vs. FY20, % Variance
July	\$155,919	\$180,669	\$114,918	(\$41,001)	(\$65,751)	-26%	-36%
August	\$108,460	\$125,677	\$112,872	\$4,412	(\$12,804)	4%	-10%
September	\$140,971	\$221,639	\$125,348	(\$15,623)	(\$96,290)	-11%	-43%
October	\$78,769	\$139,424	\$104,921	\$26,153	(\$34,503)	33%	-25%
November	\$163,248	\$150,563	\$210,795	\$47,548	\$60,232	29%	40%
December	\$332,107	\$412,832	\$336,374	\$4,267	(\$76,458)	1%	-19%
January	\$490,668	\$565,442	\$328,467	(\$162,201)	(\$236,975)	-33%	-42%
February	\$475,570	\$546,738	\$479,315	\$3,745	(\$67,423)	1%	-12%
March	\$582,847	\$292,669	\$509,063	(\$73,784)	\$216,394	-13%	74%
April	\$55,730	\$17,479	\$116,391	\$60,660	\$98,912	109%	566%
May	\$60,892	\$3,114	\$94,854	\$33,961	\$91,739	56%	2946%
June	\$87,903	\$36,423	\$208,432	\$120,529	\$172,009	137%	472%
Total	\$2,733,084	\$2,692,669	\$2,741,751	\$8,667	\$49,082	0.3%	1.8%

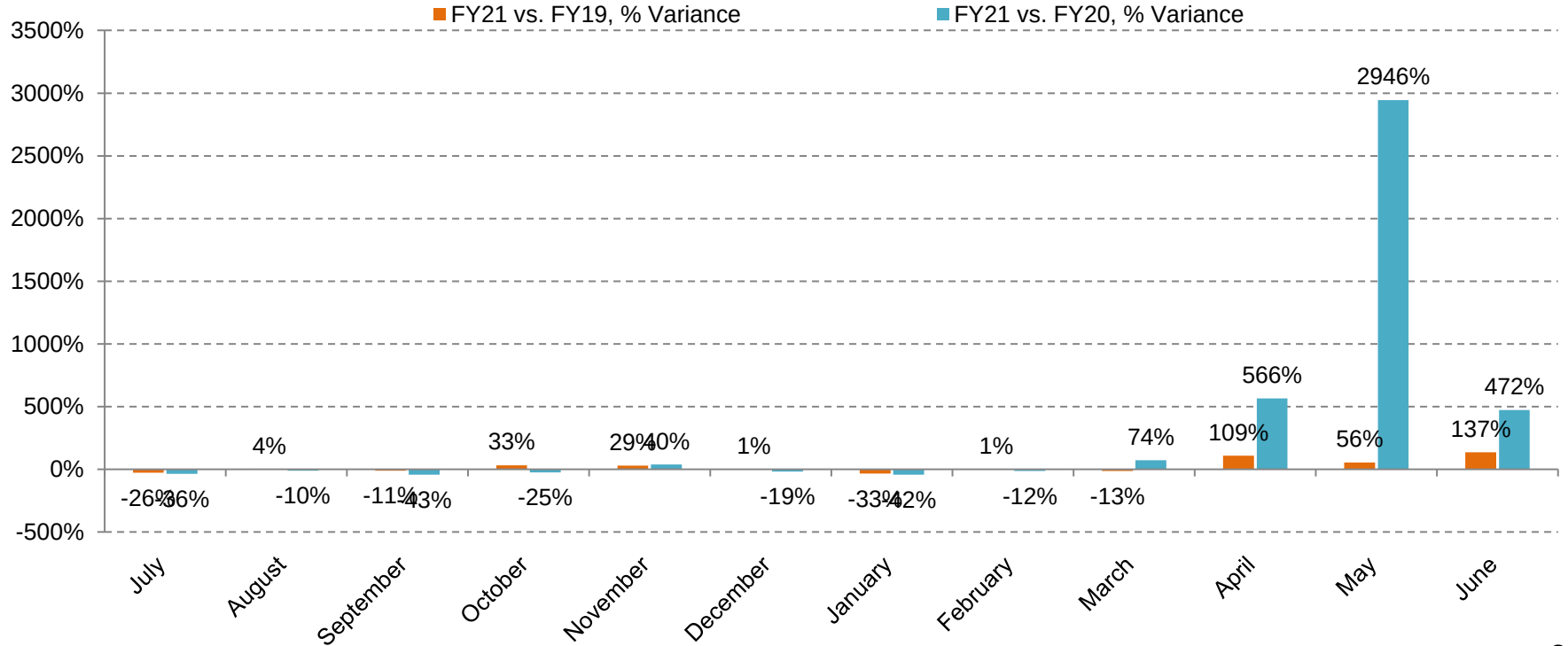
Sales Tax Summary – Transient Room Tax

Transient Room Tax Historical Revenues Over Time by Month

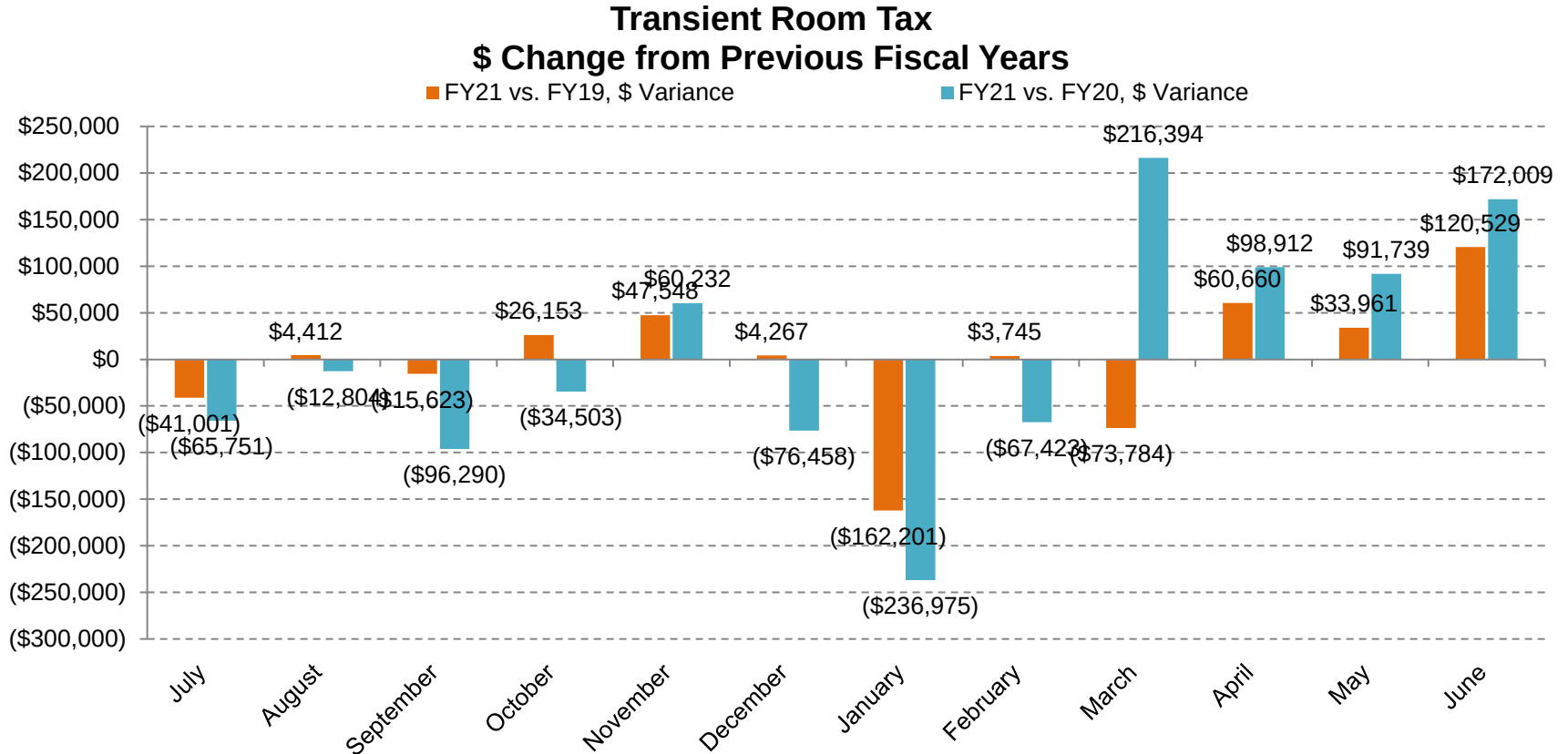


Sales Tax Summary – Transient Room Tax

Transient Room Tax % Change from Previous Fiscal Years



Sales Tax Summary – Transient Room Tax





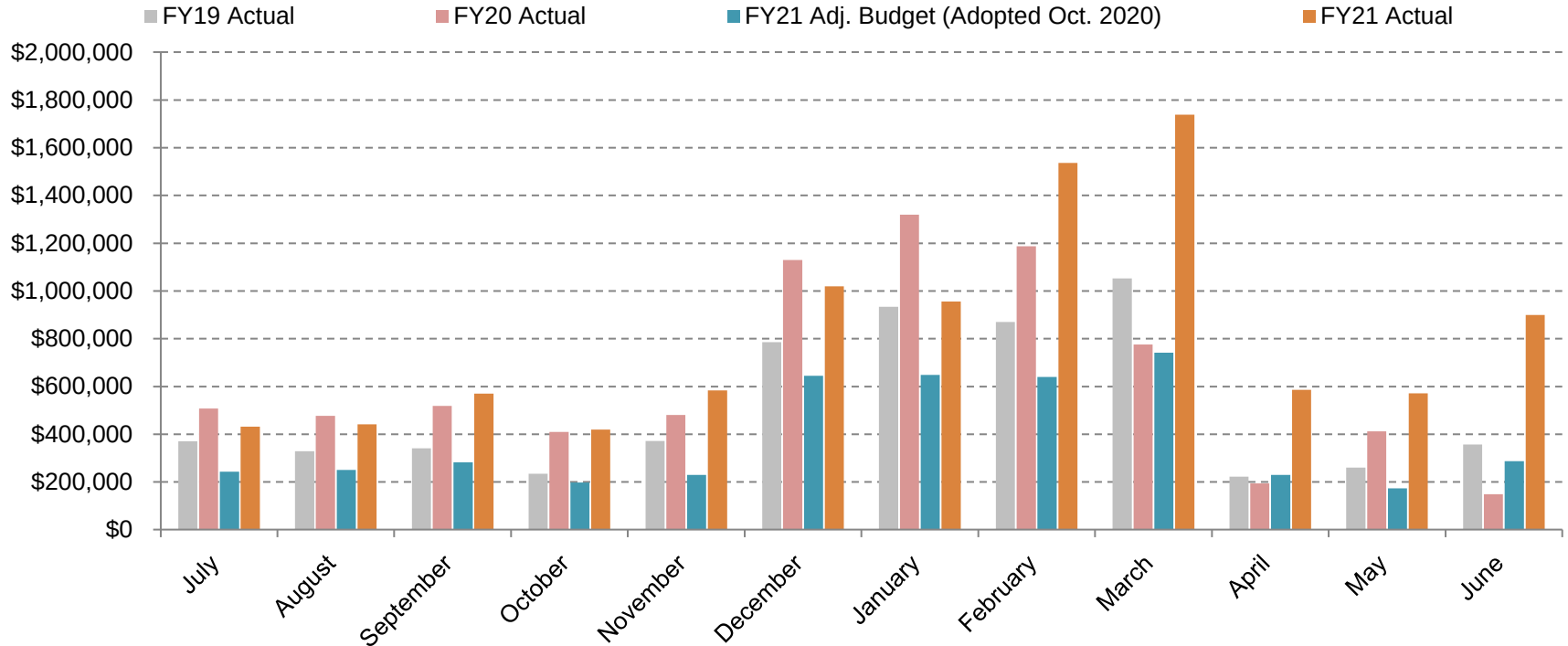
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly				
Month	FY19 Actual	FY20 Actual	FY21 Adj. Budget (Adopted Oct. 2020)	FY21 Actual
July	\$370,330	\$507,735	\$243,153	\$431,048
August	\$328,650	\$476,867	\$250,505	\$441,580
September	\$340,448	\$517,995	\$282,223	\$570,321
October	\$234,717	\$409,895	\$197,601	\$419,670
November	\$372,095	\$480,163	\$229,840	\$583,067
December	\$785,302	\$1,129,662	\$644,181	\$1,019,746
January	\$933,912	\$1,319,546	\$648,768	\$955,215
February	\$869,901	\$1,187,380	\$639,892	\$1,535,658
March	\$1,052,427	\$775,863	\$741,053	\$1,738,344
April	\$222,826	\$194,288	\$229,233	\$585,822
May	\$260,629	\$412,635	\$173,692	\$571,398
June	\$357,095	\$148,275	\$286,553	\$898,888
Total	\$6,128,331	\$7,560,305	\$4,566,695	\$9,750,758

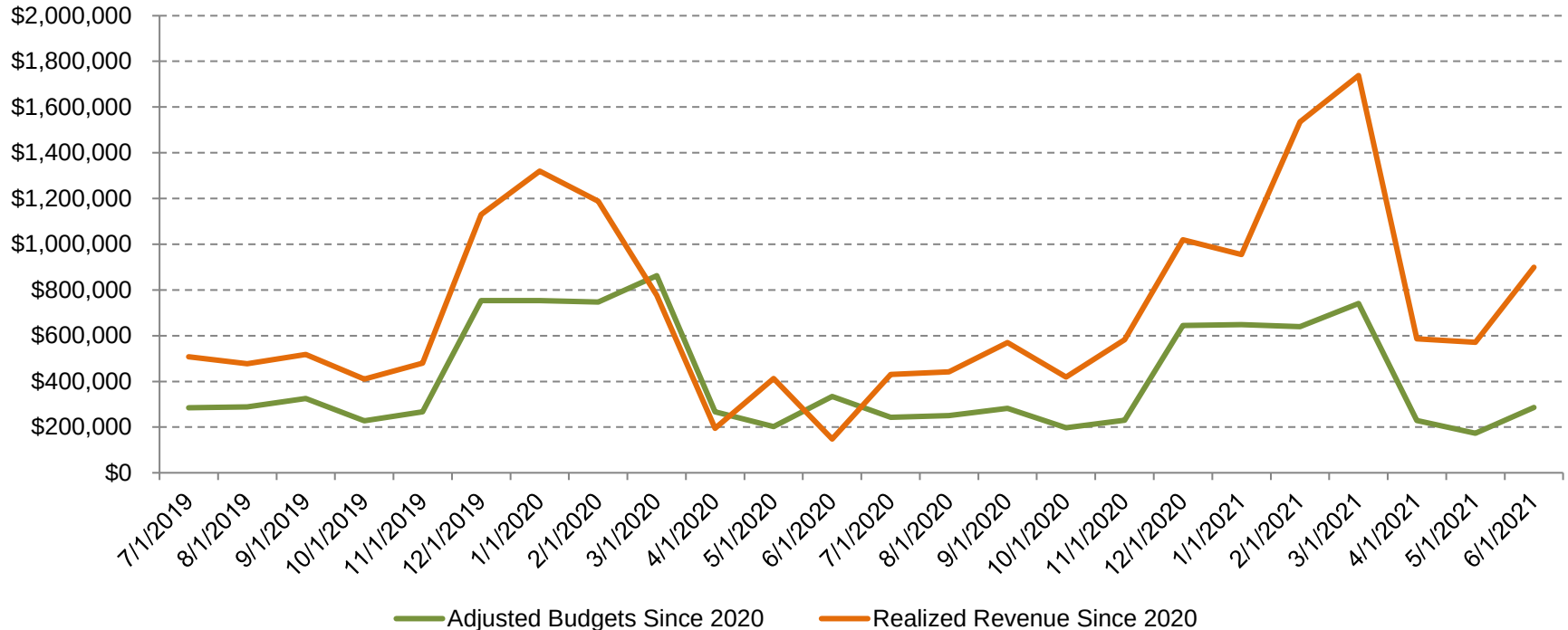
Sales Tax Summary – Transportation Fund

Transportation Fund Historical Sales Tax Revenues & Budgets Over Time by Month



Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Taxes Original Budgets, Adjusted Budgets and Realized Revenue Since FY20





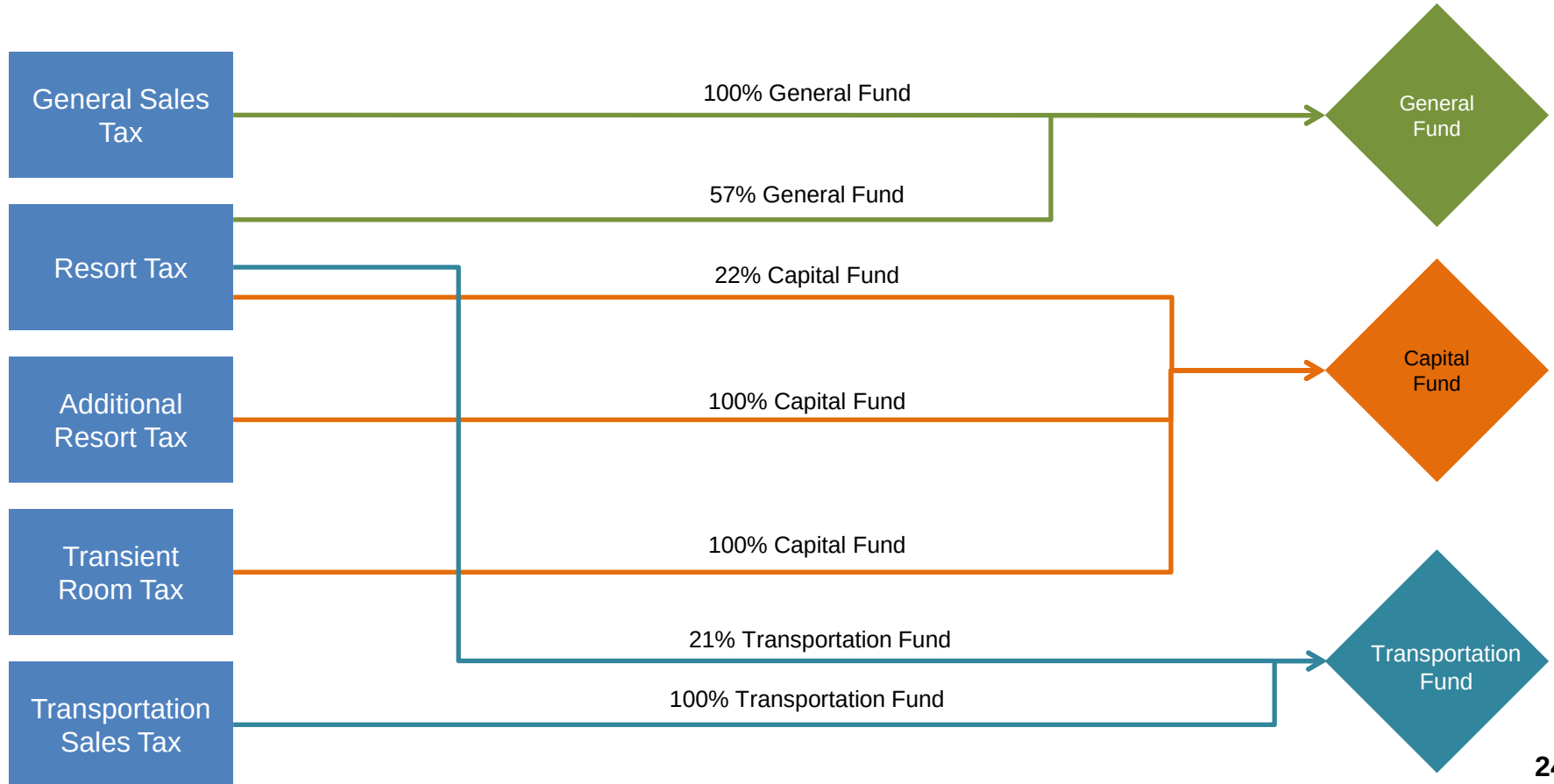
Appendix

PARK CITY

1884

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Where Do Our Sales Taxes Go?



Expenses by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY 2022
011 GENERAL FUND						
PERSONNEL SERVICES	1,490,808	1,361,876	1,382,174	26,421,544	26,421,544	0
MATERIALS, SUPPLIES AND SERVICES	77,017	33,315	67,442	1,090,909	1,096,309	5,400
UTILITIES	4,289	-998	4,171	1,531,040	1,531,040	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	125,316	19,413	507,589	4,132,177	4,132,177	
PARTS/MAINTENANCE SUPPLIES	57,466	39,739	55,514	1,550,964	1,548,564	-2,400
SPECIAL SERV CONTRACT/MISC CHARGES	13,281	15,147	-1,285	1,035,100	1,035,100	
CAPITAL OUTLAY	1,490	10,322	8,175	346,443	371,443	25,000
INTERFUND TRANSFER	247,764	236,171		3,084,785	3,084,785	
Total 011 GENERAL FUND	2,017,431	1,714,985	2,023,780	39,192,962	39,220,962	28,000
012 QUINNS RECREATION COMPLEX						
PERSONNEL SERVICES	47,220	48,101	51,391	944,214	944,214	0
MATERIALS, SUPPLIES AND SERVICES	2,574	2,618		63,820	63,820	
UTILITIES	1,072		901	143,900	143,900	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	10,563	7,555	5,527	104,410	104,410	
PARTS/MAINTENANCE SUPPLIES	715	7,478	275	46,670	46,670	
SPECIAL SERV CONTRACT/MISC CHARGES	1,809	2,543		21,000	21,000	
CAPITAL OUTLAY				1,000	1,000	
Total 012 QUINNS RECREATION COMPLEX	63,953	68,296	58,093	1,325,014	1,325,014	0
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
MATERIALS, SUPPLIES AND SERVICES	2,050	750	2,581	20,000	20,000	
UTILITIES	71		77	34,300	34,300	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC		-2,500	180	70,000	70,000	
SPECIAL SERV CONTRACT/MISC CHARGES				568,000	568,000	

Expenses by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY 2022
INTERFUND TRANSFER	174,378	257,711		3,092,532	3,092,532	
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	176,499	255,961	2,838	3,784,832	3,784,832	
024 MAIN STREET RDA SPECIAL REVENUE FUND						
CONTRACT				50,000	50,000	
SVCS/CONSULTING/SOFTWARE LIC						
SPECIAL SERV CONTRACT/MISC CHARGES				405,000	405,000	
INTERFUND TRANSFER	57,500	58,333		700,000	700,000	
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	57,500	58,333		1,155,000	1,155,000	
031 CAPITAL IMPROVEMENT FUND						
CAPITAL OUTLAY	72,150	-367,740	110,509	16,556,629	16,556,629	
INTERFUND TRANSFER	478,760	298,360		4,174,626	4,174,626	
Total 031 CAPITAL IMPROVEMENT FUND	550,910	-69,380	110,509	20,731,255	20,731,255	
033 REDEVELOPMENT AGENCY-LOWER PRK						
CAPITAL OUTLAY	917	2,063		255,000	255,000	
INTERFUND TRANSFER	58,893	231,903		2,787,590	2,787,590	
Total 033 REDEVELOPMENT AGENCY- LOWER PRK	59,810	233,966		3,042,590	3,042,590	
034 REDEVELOPMENT AGENCY-MAIN ST						
CAPITAL OUTLAY				30,000	30,000	
Total 034 REDEVELOPMENT AGENCY- MAIN ST				30,000	30,000	
038 EQUIPMENT REPLACEMENT CIP						
CAPITAL OUTLAY	27,130	-158		1,585,600	1,585,600	
Total 038 EQUIPMENT REPLACEMENT CIP	27,130	-158		1,585,600	1,585,600	

Expenses by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY 2022
051 WATER FUND						
PERSONNEL SERVICES	209,594	192,329	188,225	3,709,472	3,709,472	
MATERIALS, SUPPLIES AND SERVICES	4,871	7,918	11,550	343,896	343,896	
UTILITIES	4,031	427	2,135	1,208,900	1,208,900	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	60,648	35,829	60,575	1,383,542	1,383,542	
PARTS/MAINTENANCE SUPPLIES	45,031	47,571	49,454	1,060,905	1,060,905	
SPECIAL SERV CONTRACT/MISC CHARGES	5,823	6,241		112,000	112,000	
CAPITAL OUTLAY	115,349	-719,620	26,223	37,422,575	37,422,575	
DEBT SERVICE	78,295	-26,143	-20,666	5,577,420	5,577,420	
INTERFUND TRANSFER	87,625	88,173		1,807,429	1,807,429	
Total 051 WATER FUND	611,268	-367,275	317,496	52,626,139	52,626,139	
052 STORM WATER FUND						
PERSONNEL SERVICES	58,838	44,732	38,144	668,062	668,062	
MATERIALS, SUPPLIES AND SERVICES	1,795	73	2,000	63,000	63,000	
UTILITIES	7		142	37,413	37,413	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	8,415	2,794	764	149,625	149,625	
PARTS/MAINTENANCE SUPPLIES				41,406	41,406	
CAPITAL OUTLAY				1,121,500	1,121,500	
INTERFUND TRANSFER	9,417	10,619		135,448	135,448	
Total 052 STORM WATER FUND	78,472	58,218	41,049	2,216,454	2,216,454	
055 GOLF COURSE FUND						
PERSONNEL SERVICES	74,867	62,084	64,964	915,363	915,363	0
MATERIALS, SUPPLIES AND SERVICES	1,895	1,560	118	67,700	67,700	
UTILITIES	18	-227	17	66,300	66,300	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	14,422	4,671	19,466	90,575	90,575	
PARTS/MAINTENANCE SUPPLIES	13,856	18,791	19,152	255,800	255,800	
SPECIAL SERV CONTRACT/MISC CHARGES	5,021	5,627		37,500	37,500	

Expenses by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY 2022
CAPITAL OUTLAY	7,840	-2,813		114,565	114,565	
INTERFUND TRANSFER	11,758	11,242		142,377	142,377	
Total 055 GOLF COURSE FUND	129,675	100,935	103,716	1,690,180	1,690,180	0
057 TRANSPORTATION & PARKING FUND						
PERSONNEL SERVICES	577,219	455,158	420,282	7,241,515	7,241,515	
MATERIALS, SUPPLIES AND SERVICES	1,860	20,785	18,564	273,922	273,922	
UTILITIES	1,534	129	953	369,700	369,700	
CONTRACT	20,157	924	1,355	1,232,150	1,232,150	
SVCS/CONSULTING/SOFTWARE LIC						
PARTS/MAINTENANCE SUPPLIES		168		20,000	20,000	
SPECIAL SERV CONTRACT/MISC CHARGES	248	116		16,500	16,500	
CAPITAL OUTLAY	55,335	-2,079,210	109,097	19,186,993	19,186,993	
INTERFUND TRANSFER	285,501	277,876		3,306,502	3,306,502	
Total 057 TRANSPORTATION & PARKING FUND	941,854	-1,324,054	550,250	31,647,282	31,647,282	
058 PARKING FUND						
PERSONNEL SERVICES	62,581	48,712	41,983	886,149	886,149	
MATERIALS, SUPPLIES AND SERVICES	376	68	370	430,500	430,500	
UTILITIES			128	9,000	9,000	
CONTRACT		-40,000	168	148,000	148,000	
SVCS/CONSULTING/SOFTWARE LIC						
PARTS/MAINTENANCE SUPPLIES				54,000	54,000	
SPECIAL SERV CONTRACT/MISC CHARGES	10,360	328		65,000	65,000	
CAPITAL OUTLAY				125,000	125,000	
INTERFUND TRANSFER	500	667		16,500	16,500	
Total 058 PARKING FUND	73,817	9,775	42,649	1,734,149	1,734,149	
062 FLEET SERVICES FUND						
PERSONNEL SERVICES	63,977	62,336	60,933	1,018,016	1,018,016	0
MATERIALS, SUPPLIES AND SERVICES	3,929	1,424	3,136	77,355	77,355	

Expenses by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022	Variance FY 2022
UTILITIES	55,287	14,246	52,340	1,001,800	1,001,800	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC				3,800	3,800	
PARTS/MAINTENANCE SUPPLIES	56,159	50,500	18,245	770,200	770,200	
Total 062 FLEET SERVICES FUND	179,351	128,506	134,654	2,871,171	2,871,171	0
064 SELF INSURANCE FUND						
MATERIALS, SUPPLIES AND SERVICES	650			50,500	50,500	
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	36,260	2,283	29,613	536,000	536,000	
SPECIAL SERV CONTRACT/MISC CHARGES	12,599	12,857	17,050	860,000	860,000	
Total 064 SELF INSURANCE FUND	49,509	15,141	46,663	1,446,500	1,446,500	
070 SALES TAX REV BOND - DEBT SVS FUND						
DEBT SERVICE				6,972,216	6,972,216	
Total 070 SALES TAX REV BOND - DEBT SVS FUND				6,972,216	6,972,216	
071 DEBT SERVICE FUND						
DEBT SERVICE				9,509,688	9,509,688	
Total 071 DEBT SERVICE FUND				9,509,688	9,509,688	
TOTAL	5,017,179	883,247	3,431,697	181,561,033	181,589,033	28,000

Revenues by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022
011 GENERAL FUND					
Property Taxes				12,392,328	12,392,328
Sales Tax				13,333,686	13,333,686
Franchise Tax				3,261,596	3,261,596
Licenses	8,943	2,771	3,992	484,692	484,692
Planning Building & Engineering Fees	1,153,118	254,986	469,456	3,565,757	3,565,757
Special Event Fees	7,831		8,000	115,681	115,681
Federal Revenue				54,318	54,318
State Revenue				76,471	76,471
County/SP District Revenue				24,515	24,515
Cemetery Charges for Services	5,354	1,877		80,182	80,182
Recreation	210,223	201,418		1,936,634	1,936,634
Other Service Revenue	4,006			56,768	56,768
Misc. Revenues	71,577	56,592	17,000	235,330	235,330
Interfund Transactions (Admin)	167,487	167,487		2,950,291	2,950,291
Special Revenues & Resources	10,804		507,493	6,000	6,000
Total 011 GENERAL FUND	1,639,343	685,131	1,005,941	38,574,249	38,574,249
012 QUINNS RECREATION COMPLEX					
Recreation	227			4,957	4,957
Ice	50,576	24,458	-178	907,421	907,421
Misc. Revenues	1	-34		1,250	1,250
Total 012 QUINNS RECREATION COMPLEX	50,803	24,424	-178	913,628	913,628
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
Property Taxes				4,252,000	4,252,000
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND				4,252,000	4,252,000
024 MAIN STREET RDA SPECIAL REVENUE FUND					
Property Taxes				1,276,319	1,276,319
Total 024 MAIN STREET RDA SPECIAL				1,276,319	1,276,319

Revenues by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022
REVENUE FUND					
031 CAPITAL IMPROVEMENT FUND					
Sales Tax				10,966,320	10,966,320
Planning Building & Engineering Fees	151,382	23,825	54,818	407,471	407,471
Federal Revenue				28,620	28,620
State Revenue			3,139	364,106	364,106
County/SP District Revenue				449,628	449,628
Transit Charges for Services				3,500,000	3,500,000
Misc. Revenues	13,133	15,225	4,248	14,867,587	14,867,587
Special Revenues & Resources	731	547	300	396,901	396,901
Bond Proceeds				9,000,000	9,000,000
Total 031 CAPITAL IMPROVEMENT FUND	165,245	39,597	62,505	39,980,633	39,980,633
033 REDEVELOPMENT AGENCY-LOWER PRK					
Interfund Transactions (CIP/Debt)	174,378	257,711		3,092,532	3,092,532
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	174,378	257,711		3,092,532	3,092,532
034 REDEVELOPMENT AGENCY-MAIN ST					
Interfund Transactions (CIP/Debt)	57,500	58,333		700,000	700,000
Total 034 REDEVELOPMENT AGENCY-MAIN ST	57,500	58,333		700,000	700,000
038 EQUIPMENT REPLACEMENT CIP					
Interfund Transactions (CIP/Debt)	107,133	109,633		1,585,600	1,585,600
Total 038 EQUIPMENT REPLACEMENT CIP	107,133	109,633		1,585,600	1,585,600
051 WATER FUND					
Planning Building & Engineering Fees	475,578	55,890	202,249	1,183,938	1,183,938
Federal Revenue				456,274	456,274
Water Charges for Services	2,610	-2,127	524	19,819,145	19,819,145
Misc. Revenues	8,499	27,968	4,361	203,002	203,002

Revenues by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022
Bond Proceeds				31,190,000	31,190,000
Total 051 WATER FUND	486,686	81,731	207,134	52,852,359	52,852,359
052 STORM WATER FUND					
Water Charges for Services	-52	-577	145,405	2,000,000	2,000,000
Total 052 STORM WATER FUND	-52	-577	145,405	2,000,000	2,000,000
055 GOLF COURSE FUND					
Recreation	361,634	399,097		1,325,426	1,325,426
Misc. Revenues	26	15		37,824	37,824
Interfund Transactions (CIP/Debt)	2,083	2,083		25,000	25,000
Total 055 GOLF COURSE FUND	363,743	401,195		1,388,250	1,388,250
057 TRANSPORTATION & PARKING FUND					
Sales Tax				8,026,719	8,026,719
Licenses	3,808	4,306	2,973	953,297	953,297
Federal Revenue				20,099,700	20,099,700
Transit Charges for Services	1,164	627,078		2,580,819	2,580,819
Misc. Revenues	8,614	8,500	6,755	287,265	287,265
Special Revenues & Resources				289,087	289,087
Total 057 TRANSPORTATION & PARKING FUND	13,586	639,884	9,727	32,236,887	32,236,887
058 PARKING FUND					
Fines & Forfeitures	313,152	12,438		2,603,364	2,603,364
Total 058 PARKING FUND	313,152	12,438		2,603,364	2,603,364
062 FLEET SERVICES FUND					
Interfund Transactions (Admin)	245,750	227,083	2,700	2,348,700	2,348,700
Total 062 FLEET SERVICES FUND	245,750	227,083	2,700	2,348,700	2,348,700
064 SELF INSURANCE FUND					
Misc. Revenues	22,917	22,917		275,000	275,000
Interfund Transactions (Admin)	106,572	116,587		1,583,450	1,583,450
Total 064 SELF INSURANCE FUND	129,489	139,504		1,858,450	1,858,450
070 SALES TAX REV BOND - DEBT SVS					

Revenues by Object Type – 1st Month of FY22 (July 2021)

	YTD Actuals FY 2020	YTD Actuals FY 2021	YTD Actuals FY 2022	Ori Budget FY 2022	Adj Budget FY 2022
FUND					
Interfund Transactions (CIP/Debt)	604,737	617,494		6,962,216	6,962,216
Total 070 SALES TAX REV BOND - DEBT SVS FUND	604,737	617,494		6,962,216	6,962,216
071 DEBT SERVICE FUND					
Property Taxes				9,509,688	9,509,688
Misc. Revenues	4	9	0	39,366	39,366
Total 071 DEBT SERVICE FUND	4	9	0	9,549,054	9,549,054
TOTAL	4,351,498	3,293,590	1,433,235	202,174,241	202,174,241

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from August 19, 2021

Suggested Action:

Attachments:

[August 19, 2021 Minutes](#)



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

August 19, 2021

The Council of Park City, Summit County, Utah, met virtually in open meeting on August 19, 2021, at 3:30 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss personnel at 3:30 p.m. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Henney moved to adjourn from Closed Meeting at 4:00 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

WORK SESSION

Assessment of Development Bonds and Xeriscaping:

Michelle Downard, Resident Advocate, John Robertson, City Engineer, and Dave Thacker, Building Official, presented this item. Downard stated at Council's request, staff was looking at xeriscaping options due to the ongoing drought. Thacker explained the purpose of current excavation bonds and indicated the bond was set at 125% of the total value of the project. It was not used on a regular basis, but could be used for new construction. The City also utilized a landscaping bond when an owner needed a certificate of occupancy, but couldn't finish the landscaping due to weather. Staff waited for customers to request the bonds. He stated in the last year, staff looked at the outstanding bonds twice a year to ensure projects were moving forward and a refund would be issued if the project was completed.

Robertson stated the street-cut bond was required when there was work in the right-of-way to ensure the work was done correctly. Staff collected \$2,000 and held it against the work for a year's time. If someone had a landscape project, the \$2,000 was not collected by the City, but any landscaping in the right-of-way required an encroachment

1 permit. Thacker commented that landscape permit fees were eliminated because of
2 complaints, but excavation permits were required if the grade was changed
3 dramatically. Water impact fees were also assessed based on the total area of
4 disturbance. One relief in the City code was a 50% rebate of the outdoor water impact
5 fee if drought tolerant vegetation was planted. David Everitt, Deputy City Manager,
6 stated staff had evaluated requiring new construction to incorporate drought tolerant
7 landscaping. There were also programs in some areas that incentivized people to
8 change their current landscaping to drought tolerant landscaping, and Everitt thought
9 Park City could do something similar.

10
11 Council Member Doilney asked for clarification that the City did not require a permit for
12 landscaping. Thacker stated regulations were in place and staff reached out to residents
13 who were not following regulations, but landscapers stated their biggest challenge with
14 applying for a permit was the delay in getting the permit.

15
16 Council Member Worel stated some contractors felt fees were random and they were
17 difficult to estimate. She asked if the impact fee based on limits of disturbance was a
18 more predictable fee. Thacker stated staff tried to make the fee information available
19 upfront. Recently, an impact fee study was performed and staff adjusted the fees to
20 make them common sense. Council Member Worel asked about gravel limits in yards.
21 Thacker indicated it was less on how much was on a lot and more about how much
22 went onto parking strips and rights-of-way since there were impacts on storm drains.
23 Council Member Joyce stated there were some code changes with respect to how close
24 gravel could be to the right-of-way. Thacker stated a four-inch stone was required next
25 to rights-of-way because smaller stones got stuck in the storm drain.

26
27 Council Member Worel thought a Cash for Grass incentive program would really help
28 seniors. Council Member Gerber agreed residents and HOAs felt overwhelmed with the
29 prospect of changing their landscaping, and she was in favor of this program. Council
30 Member Henney asked if landscape bonds were common among cities, and who paid
31 the bond. Robertson stated the bond was paid by owners in some cases and
32 contractors in other cases, but he noted most contractors wanted to do a good job. If
33 there were problems, \$2,000 wasn't a lot of money and staff probably couldn't fix the
34 problems for such a little amount.

35
36 Council Member Joyce referred to a program that would help fund xeriscaping, but
37 indicated there were requirements involved such as changing an entity's landscaping
38 code. He requested dramatically amending the code to promote water conservation.
39 Mayor Beerman stated he was happy with the process for refunding bonds in a timely
40 manner. He thought removing barriers would help residents as they changed their
41 landscaping. He agreed with Council Member Joyce that the Landscape Code should
42 be amended and favored pilot programs for water conservation incentives as it related
43 to landscaping.

Discuss the Creation of a Public Improvement District (PID):

Jed Briggs and Erik Daenitz, Budget Department, Randy Larsen, Zions Bank, and Aaron Wade, Gilmore and Bell Attorneys, presented this item. Briggs stated financing tools helped incentivize commercial development, facilitate master planned communities, incentivize affordable housing, and enhance infrastructure. The City had a Main Street Redevelopment Agency (RDA) and Lower Park RDA, which were geographical areas set up to incentivize certain projects. The difference between an RDA or a Community Reinvestment Area (CRA) and a PID was who was initiating it. In a PID, the developer would set up the district and work with the city to get it created. With an RDA, tax was generated through new growth. With a PID, the property tax rate would increase in that area to generate more tax revenue.

Wade stated PIDs could issue debt that was repayable from property taxes within the boundaries of the district. The PID would be governed by its own board. The debt of the PID would not be a city debt. He indicated this was a good option when there were limited property owners within the boundary. He noted if a developer requested a PID, the city could request the developer pay all associated costs with setting up the PID. Developing criteria for PID creation would be beneficial so the city could approve or deny PID requests on a consistent basis.

Larsen indicated it was wise to have a separate governing board, and noted the board was for financing only, and they would not be able to control zoning or other items under City control. The PID allowed the developer to increase revenue. Wade gave some examples of PIDs in Utah. He stated PIDs could generate limited tax bonds.

Daenitz displayed a chart showing what a new tax in a PID could mean to the taxpayer. Briggs stated if Council considered a PID, they should consider the community pillars and the value the PID would bring to the City. He noted Deer Valley submitted a PID proposal which spurred this discussion.

Council Member Worel asked if a PID could be created within an RDA to which Wade affirmed. Council Member Worel asked if affordable housing in a PID could be exempt, to which Wade stated it could. Council Member Worel indicated she favored PIDs, but she wanted a generic policy.

Council Member Gerber asked if all bond money had to be used onsite. Wade stated some money could be for improvements off site, but they had to be publicly owned improvements. Council Member Gerber thought PIDs were needed at this time, but if a policy was created, it needed to be for a substantial community need, such as transportation, housing, daycare, or another equity project. Larsen stated a PID was to benefit the city.

1 Council Member Henney indicated a PID policy might not be needed and stated there
2 was a potential for only two PIDs from the resorts. He wanted to know why the City
3 would need a policy. But if a policy was needed, it would be wise to have community
4 input. Larsen stated a policy was not a legal requirement. He noted community benefit
5 was essential and gave examples of underground parking, sidewalks, etc. Council
6 Member Joyce agreed with Council Member Henney and stated this was a financial
7 discussion. He wanted to be careful with regard to community benefits and stated
8 transportation, trails, and other benefits were part of the City master plan.
9

10 Council Member Doilney indicated the City didn't have a capital financing problem. He
11 could only see two entities wanting a PID and thought if a PID was created some voters
12 would be maxed out on being taxed when other entities asked for a bond.
13

14 Mayor Beerman stated PIDs were designed as economic development tools and the
15 community didn't want more growth and development. He preferred to see a CRA
16 where the community had more control. If PIDs were explored further, there would need
17 to be a compelling community benefit. He stated there was a City obligation to protect
18 current and future residents. He was leery of PID as a tool and he would rather explore
19 other options first.
20

21 Matt Dias asked Council to clarify direction for staff. Council Member Joyce stated they
22 were open to hearing PID proposals, but the expectation was very high.
23

24 **Park City Soils Management Facility – Follow Up Discussion:**

25 Mayor Beerman reviewed this was a follow-up from the last meeting and Council would
26 discuss options for the soil repository site. Council Member Gerber thought the
27 community gave great input at the last meeting. Council asked staff to look at other
28 locations for hauling the soils. She stated there was still soil at the Gordo site that
29 needed to be dealt with as well as soil at Park City Heights and other areas of town, and
30 she didn't know how to move forward at this point.
31

32 Council Member Joyce stated there was so much misinformation spread around and
33 people were worried about things that weren't true. As a result, the community didn't
34 want the project. This was a \$20 million problem and he proposed looking at some
35 alternatives to save on that cost.
36

37 Weidenhamer displayed four options: One was not to proceed with the facility at the
38 Gordo site. Scope changes would be explored for the Arts and Culture District project
39 and/or other sources of funds for increased soils mitigation expenses; Two was to move
40 forward with the soils repository as proposed; Three was to move forward with the soils
41 repository on a scaled down operation; and Four was to continue to have community
42 outreach, conduct a soil hauling study, collect additional soil samples and reengage with
43 the Environmental Protection Agency (EPA) as well as continue with the UDEQ permit

1 application, and explore transportation cost assertions to compare with current cost
2 estimates.

3
4 Council Member Worel stated Council had previously wished the community would
5 speak with one voice and she had never heard a clearer mandate than the residents'
6 assertion that they didn't want a soils repository. She favored One. Council Member
7 Gerber asserted the activists came out to oppose the repository, but many residents
8 didn't speak because they felt intimidated, much like when Council discussed social
9 equity issues. Council Member Doilney stated it was a messaging problem. It was
10 difficult to get the message out when there were people getting their one message out.
11 He thought it was a shame that money would be spent on moving soils instead of on
12 housing or transportation projects.

13
14 Mayor Beerman commented the community had spoken and Council needed to honor
15 that fact. He favored One, but also wanted to look at Four so Council could address how
16 to manage soils. Council Member Gerber asked that whatever was done with soils, it
17 needed to be environmentally conscious. Council Member Gerber favored One and
18 Four. Council Member Henney favored Four and stated this decision was a shame. He
19 wondered, since the battle was lost, what could be learned from it and stated if Council
20 didn't talk about City projects, it was like they didn't happen. Even though staff
21 submitted communication reports, the public often overlooked them because they
22 weren't discussed.

23
24 Council Member Joyce favored One and Four and requested the City get a bid to haul
25 off the 35,000-cubit feet of exposed soil. He always questioned the cost of the Arts and
26 Culture District and now he estimated the project would cost \$10 million more. He
27 thought there needed to be another Arts and Culture District discussion. Council
28 Member Henney indicated the public stated they were willing to pay more for a project
29 to remove the soil, so he would take that into consideration for the Arts and Culture
30 District. Council Member Joyce stated there were two separate issues: was it worth it to
31 avoid health risks, to which the public said yes, and also at what point would the Arts
32 and Culture District become too expensive compared to affordable housing, fire
33 mitigation and all the other City projects. Council Member Henney hoped there would be
34 numbers for onsite remediation and other creative proposals that would prevent the
35 derailment of the project.

36
37 Mayor Beerman summarized Council agreed to not proceed with the soils repository,
38 but they were also in favor of Option Four. David Everitt affirmed the City would not
39 pursue the UDEQ permit application that was part of Four.

40 **REGULAR MEETING**

41 **I) ROLL CALL**

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Staff Communications Reports:

1. Sales Tax Update - May 2021:

Council Member Doilney was amazed at the revenue increase this year over last year.

2. Trails and Open Space Update:

Mayor Beerman requested a conservation easement for Treasure Hill and thought it could come to Council in the fall. He wanted to know about rangers on the trail and what they were working on. Heinrich Deters, Trails and Open Space Manager, stated there was one ranger in place and he was hiring one more. They had some statistics on the work being done and he would put it in a quarterly report. Deters stated a date had not been set for the conservation easement to come to Council, but he would give an update in September and there would be an approval by the end of the year. Council Member Doilney indicated the Central Wasatch Commission (CWC) liked to hear about Park City's successes, such as the ranger program, trail signs, and more, and oftentimes they implemented the same programs.

Council Member Joyce asked about parking in the Thaynes Canyon area. Deters stated staff monitored the situation, collected data, and continued the discussion with the neighbors. He would share that information in a report as well.

3. Miners Day and Treasure Hill Dedication Update:

4. Downtown Trash and Business Improvement District Update:

5. SR-224 Roadway Mitigation:

Council Member Joyce was frustrated that enforcement activity increased after an accident, but then subsided. He didn't think things had gotten any better. He asked to

1 see a report in four to six weeks on what changes had taken place. Council Members
2 Henney, Doilney, and Worel also asked for the report. Chief Carpenter stated the Police
3 were checking brakes and having compliance inspections. There was an engineering
4 piece and signage piece. John Robertson met with UDOT, the Commissioner of Public
5 Safety, and the Captain of the Highway Patrol. They were taking the model used in
6 other cities and applying it to this area. Flashing lights were installed today along that
7 road. Police were short three officers, but this was a priority. If Council wanted staff up
8 there daily, Police needed help from Highway Patrol, but he noted they were short-
9 staffed as well. It would take 2.5 officers to completely cover that area. The Police
10 Department was in the process of getting coverage up there. He knew this was a big
11 issue. He knew this was a State issue, but it was our community.

12
13 Council Member Joyce understood the staffing problems. His frustration was that he
14 saw warnings issued instead of tickets and fines. He thought an economic consequence
15 would change behavior. Chief Carpenter stated legislation had changed, which made
16 some inspections more difficult. Another issue was a towing service would not impound
17 a dump truck. Police were contacting the companies, but they were so busy they hired
18 small companies that used their own trucks. Thacker stated this issue could be worked
19 on through construction mitigation plans. He thought it would be beneficial to have a
20 document that verified drivers were stopping at the brake check area. It wouldn't solve
21 the entire problem, but it would make a big impact. He noted he had the authority to
22 issue stop work orders if the contractor signed the construction mitigation plan.

23
24 Council Member Worel asked if trucks would be stopped on SR224 and SR248 before
25 they went up the hill. Chief Carpenter stated there needed to be probable cause to stop
26 the vehicle. He also noted there needed to be education for drivers that weren't used to
27 driving on hills. Council Member Joyce appreciated the effort and wanted to hear what
28 more was being done in six weeks. He also requested some community outreach about
29 the efforts being made to mitigate the risks.

30
31 **Council Questions and Comments:**

32 Council Member Worel related a few months ago a Spanish speaking librarian was
33 hired and he reported the Spanish language services were being well used; from books
34 being checked out, to Spanish story time and classes in Spanish, and a Spanish version
35 of the Fall Library pamphlet. She was proud of that progress. She noted PC Tots had a
36 new executive director and capacity was limited because it was hard to recruit new
37 teachers. She asked Dias about a mask mandate for the City. Dias stated it was being
38 discussed and staff was working with the Summit County Health Department. To date,
39 the Health Department hadn't enacted a mask mandate, but when that time came, the
40 City was ready to implement it. Council Member Worel asked if the school district was
41 involved in the planning group to which Dias affirmed. Council Member Henney asked if
42 the health board had a role in that. Council Member Worel stated the board was part of
43 it, but they looked to the Health Director and the Summit County Council for guidance.

Council Member Doilney understood the staffing issues in the area and across the State. He hoped the service employees in town felt appreciated. He expressed appreciation for the firefighters and their efforts this past week, the rain, the community and more. He appreciated friends and related he lost a friend, Cody Stevens, in July.

Council Member Joyce attended the Snyderville Basin Water Reclamation District meeting and indicated they did a great job estimating population growth and the future water needs in this region.

Council Member Henney stated Fire Chief Paul Hewitt passed away and he attended the ceremony for him at the Eccles Center. Deputy Chief Bob Zumetti was promoted to Fire Chief and the new deputy chief was now Paul Emery. He noted Summit Land Conservancy had a fundraiser and doubled their fundraising goal. He was grateful to see the fire mitigation contract on the Consent Agenda and asked for a deep dive on where focus could be directed for additional mitigation efforts. He noted residents complained the farm was being watered day and night and he stated it was not City land. Council Member Joyce noted Bill White was leasing the farmland and worked with a fourth of what he normally worked with due to the water conservation efforts.

Council Member Gerber noted people were concerned with the lack of a mask mandate and she hoped the City could help advocate for a mask mandate in the schools. Mayor Beerman heard the same concerns from those in the community regarding masks and he stated the entities were working together on this issue. He was confident the health officials would make the best decisions for everyone's health. He asked if all of Council could attend the mid-year strategic planning retreat scheduled for September 21st at 10:30 a.m. Council affirmed they could all attend.

Mayor Beerman stated the Colorado Commission just implemented Tier One water restrictions for a multi-year water reduction effort. He knew there were different levels of water restrictions in Park City, and he asked that the City consider every summer to automatically go to Stage One and Two to combat the long-term drought. Council asked to bring that back for a future discussion. Council Member Joyce asked if the restrictions would be for the City government or for the community. Mayor Beerman stated that would be part of the discussion. Mayor Beerman also indicated the interlocal cooperation and resources in fighting the fire this past week were amazing. He called the late Chief Hewitt a couple months ago to discuss fire preparedness and Chief Hewitt responded that they were so prepared.

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

Mayor Beerman opened the meeting for anyone who wished to comment or submit comments to the Council on items not included on the agenda.

Mary Christa Smith via Zoom expressed her gratitude for staff implementing the Park Avenue walkability project. She thought the paint and planters made her feel safer. She also liked the landscaping along Prospector Avenue and she thanked Heinrich Deters and Logan Jones for the Rail Trail improvements.

John Stafsholt via Zoom thought the Planning Commissioners' pay needed to be reviewed. They had a tough job and they needed a raise. Mayor Beerman asked Matt Dias for a future Council discussion on that subject.

Kristin C. via Zoom asked what the City's plan was with regard to masks, given the level of infection in the community and being a tourist town. Dias stated the City worked with Summit County Health Department, Summit County government and the school district. The City was waiting for the recommendation of the Health Department.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from June 24, 2021 and July 15, 2021:

Council Member Gerber referred to the July 15th minutes on Page 11, Line 14, and stated she had noted there was new City staff who the community didn't know.

Council Member Gerber moved to approve the City Council meeting minutes from June 24, 2021, and July 15, 2021, as amended. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

V) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract Amendment to the Design Professional Services Agreement with AECOM, in a Form Approved by the City Attorney, Not to Exceed \$28,400.00, for a New Contract Total of \$462,845:

2. Request to Authorize the City Manager to Execute a Contract Amendment to the Design Professional Services Agreement with AECOM, in a Form Approved by the City Attorney, Not to Exceed \$68,502.00 for Review of Transportation and Traffic Related Documents to the PCMR Base Development:

3. Request to Authorize the City Manager to Execute Professional Service Agreements in a Form Approved by the City Attorney's Office with Alpine Forestry LLC for Wildfire Mitigation Services, in an Amount Not to Exceed \$300,000.00:

Council Member Worel received questions from a member of the public on the staff report which said the start date would be September 15th, and asked if that date was accurate. Deters stated the contractor was scheduled to begin in October. Council Member Worel asked if the money allocated was approved and ready to go, to which Deters stated it would be approved tonight and funds were ready from the Treasure Hill bond. He indicated there would be a wildfire mitigation efforts update at the mid-year retreat. A community wide overview from the committee would be discussed, including the entire cost and how to move forward. Mayor Beerman stated federal funding could be pursued for fire mitigation. Deters stated he would talk about federal funding as well at the retreat.

John Robertson responded to a question regarding the AECOM contract, and stated the majority of the funding came from the Transportation Sales Tax (TST) fund, and \$44,000 would be funded by the City.

Council Member Joyce moved to approve the Consent Agenda. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VI) NEW BUSINESS

1. Consideration to Approve Two Additional Deer Valley Concert Series (DVCS) Event Dates Over a Peak Time Period - Labor Day/Miners Day:

Jenny Diersen, Special Events Manager, and Carrie Westberg, Deer Valley Events, presented this item. Diersen stated this was not a new event, but two new dates were requested during peak times. Diersen reviewed the event policy changes in the past couple years, and noted the resorts were trying to get the right events at the right venue. She stated Deer Valley was a great partner with regard to transportation mitigation. Staff recommended approving these events because of the setbacks due to COVID-19. Deer Valley reduced the attendance maximum and helped the City with parking during other events. She stated these events would not be held during peak times in the future.

Council Member Gerber asked how the event was added on June 21st and tickets were sold without first being approved by Council. Diersen indicated Deer Valley was the host, but the concert promoter sold the tickets. Westberg noted the event tickets were sold quickly, in spite of the promoter being told to wait for approval, but Deer Valley

1 limited the ticket numbers. Council Member Gerber asked what attendance maximum
2 number would make it a Level Three event. Diersen explained the reasoning that made
3 the event a Level Four event, including that this was an event in a series of five events,
4 and because of the need for traffic mitigation, Police services, and transportation
5 services. Westberg stated shows this year had sold out at 3,500 tickets and the traffic
6 mitigation was seamless.

7
8 Council Member Joyce was in favor of this request, but indicated he was uncomfortable
9 with the promoter immediately selling tickets without approval. He requested a
10 mechanism be put in place so this would not happen again. Westberg affirmed those
11 measures would be in place.

12
13 Council Member Worel asked about fee reductions. Westberg stated Deer Valley paid
14 for the City services. Mayor Beerman asked if the fee reduction was per concert to
15 which Diersen affirmed. Mayor Beerman asked if the extra events would receive a fee
16 waiver. Diersen stated all events would be evaluated after the season was completed.
17 Mayor Beerman thanked Westberg for rescheduling the Deer Valley concert during the
18 fire scare.

19
20 Council Member Gerber referred to the staff report that Council could consider capping
21 the attendance to 3,000 to eliminate the need for Police services. Diersen stated it was
22 an option, but Deer Valley did not want to cap the concerts. It was indicated Police and
23 security were already planning on this event.

24
25 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
26 closed the public hearing.

27
28 Council Member Joyce moved to approve two additional Deer Valley Concert Series
29 (DVCS) event dates over a peak time period - Labor Day/Miners Day. Council Member
30 Doilney seconded the motion.

31 **RESULT: APPROVED**

32 **AYES:** Council Members Doilney, Gerber, Henney, Joyce, and Worel

33
34 **VII) BOARD OF CANVASSERS**

35
36 **1. Consideration to Adopt Resolution 20-2021, a Resolution of the Board of**
37 **Canvassers Certifying the Official Canvassers' Report from the August 10, 2021,**
38 **Municipal Primary Election for Park City, Utah:**

39 Michelle Kellogg, Election Official, presented this item and reviewed the results of the
40 Primary Election. She stated Nann Worel and Andy Beerman would be moving forward
41 to the General Municipal Election for the open Mayoral seat and Tana Toly, Jeremy
42 Rubell, Tim B. Henney, and Thomas C. Purcell would move forward for the open

Council seats. She also noted 103 ballots were rejected because of not having signatures on the envelopes, signatures that didn't match, and ballots postmarked after the deadline. Board Member Joyce thought it was sad that voters had three weeks to return their ballots and 68 of them would not be counted because of not meeting the deadline. Kellogg indicated ballots could be dropped off at election drop boxes on Election Day, but those choosing to mail their ballots had to make sure the ballots had a postmark of the day before Election Day in order for those ballots to be counted.

Board Member Joyce moved to adopt Resolution 20-2021, a resolution of the Board of Canvassers certifying the Official Canvassers' Report from the August 10, 2021, Municipal Primary Election for Park City, Utah. Board Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

Council Member Doilney moved to close the meeting to discuss personnel at 7:32 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 7:50 p.m. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-34, an Ordinance Approving the 1003 Norfolk Avenue Amended Plat, Lot 1 and Lot 2 in Block 16 of Snyder's Addition, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[1003 Norfolk Plat Amendment Staff Report](#)

[Exhibit A: Ordinance](#)

[Exhibit B: Survey of Existing Conditions](#)

[Exhibit C: Proposed Plat 1003 Norfolk Avenue Subdivision](#)

[Exhibit D: Letter of Intent](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: 1003 Norfolk Avenue Plat Amendment
Project #: PL-21-04822
Author: Alexandra Ananth, Sr. Planner
Date: September 2, 2021
Type of Item: Administrative – Plat Amendment

Recommendation

1) review the requested Plat Amendment, 2) conduct a public hearing, and 3) consider approving Ordinance 2021-34.

Description

Applicant: Gary Bush, represented by Martina Nelson, Park City
Surveying
Location: 1003 Norfolk Avenue
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reasons for Review: Plat Amendments require Planning Commission review and recommendation and City Council review and action

Summary

The applicant is requesting to remove the lot boundary line common to Lot 1 and Lot 2, of Block 16 in Snyders Addition to Park City. These two lots are under common ownership with an address of 1003 Norfolk Avenue, parcel SA-164.

The Lots are improved with a house built circa 1904 which is designated a Landmark Historic Structure on the Historic Sites Inventory and is constructed across the internal lot line. The applicant is proposing to remove the internal lot line to create a new lot of record. Portions of the existing house and garage encroach into the City's Right-of-Way.

On July 28, 2021, the Planning Commission forwarded a positive recommendation to the City Council with a vote of 4-1. One Commissioner had concerns with the existing encroachments of the Landmark Historic Structure into the City's right-of way ([Minutes](#) p. 5-10). Condition of Approval #3 was added and reads "If any of the encroachments are deemed not historic and not contributing to the Landmark Historic Structure by the Planning Department, they must be removed if this property is significantly redeveloped." The applicant has agreed to enter into encroachment agreements with the City for any encroachments that are considered historic and contributing to the Landmark Historic Structure prior to recording the Plat Amendment.

Background

The property is located at 1003 Norfolk Avenue in the HR-1 District and consists of Lot 1 and Lot 2 of Block 16 in Snyders Addition to Park City.

The purpose of the 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 Buildings and/or 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 applicant is proposing to remove an internal lot line common to two adjacent lots under common ownership. Both lots are typical 25 ft. by 75 ft. and together total 3,750 square feet. The combined lot will meet all Lot and Site Requirements and the density of the site is not changing.

The site could potentially support two Single-Family Dwellings, one on each lot, however, once the lot is combined it will be limited to one Single-Family Dwelling or a Duplex. Building Pad, Building Footprint and height restrictions define the maximum Building envelope within which any new development must occur. As noted earlier, this site is listed on the Historic Sites Inventory and any redevelopment will require Historic District Design Review (HRRD) and approval.

<i>Zone Allowance:</i>	<i>HR-1 Requirements</i>	<i>Existing</i>
<i>Lot Size</i>	<i>1,875 sq. ft. Single-Family 3,750 sq. ft. Duplex</i>	<i>3,750 sq. ft., Complies</i>
<i>Lot Width</i>	<i>25 ft. measured 15 ft. back from the Front Lot Line</i>	<i>50 ft., Complies</i>
<i>Allowed Building Footprint*</i>	<i>1,519 sq. ft.</i>	<i>Must Comply</i>
<i>Min. Front/Rear Setback*</i>	<i>12-13 ft./25 ft. total</i>	<i>Must Comply</i>
<i>Side Setbacks*</i>	<i>5 ft./10 ft. total</i>	<i>Must Comply</i>
<i>Building Height*</i>	<i>27 Ft.</i>	<i>Must Comply</i>
<i>Architectural Review</i>	<i>Required</i>	<i>Must Comply</i>

* Historic Buildings and/or Structures that do not comply with the requirements are valid Non-Complying Structures. Additions must comply.

There are four encroachments into the City's Right-of-Way, and the applicant has agreed to enter into encroachment agreements for these if determined historic by the City's Preservation Planner, prior to recording the plat amendment. These include a portion of the garage and a concrete retaining wall that encroach into Norfolk Avenue, and portions of the house which encroach into 10th Street.

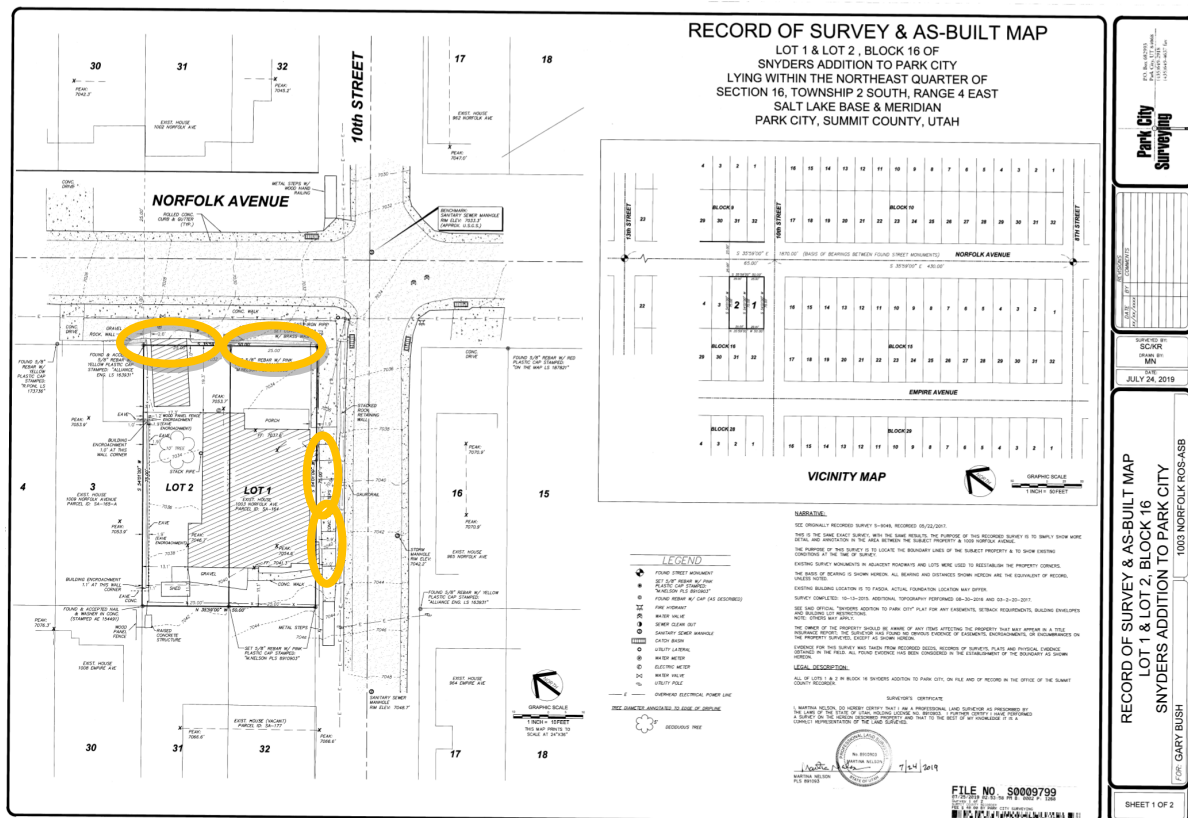


Figure 1 – Survey of Existing Conditions Showing Lot 1 and Lot 2 and encroachments

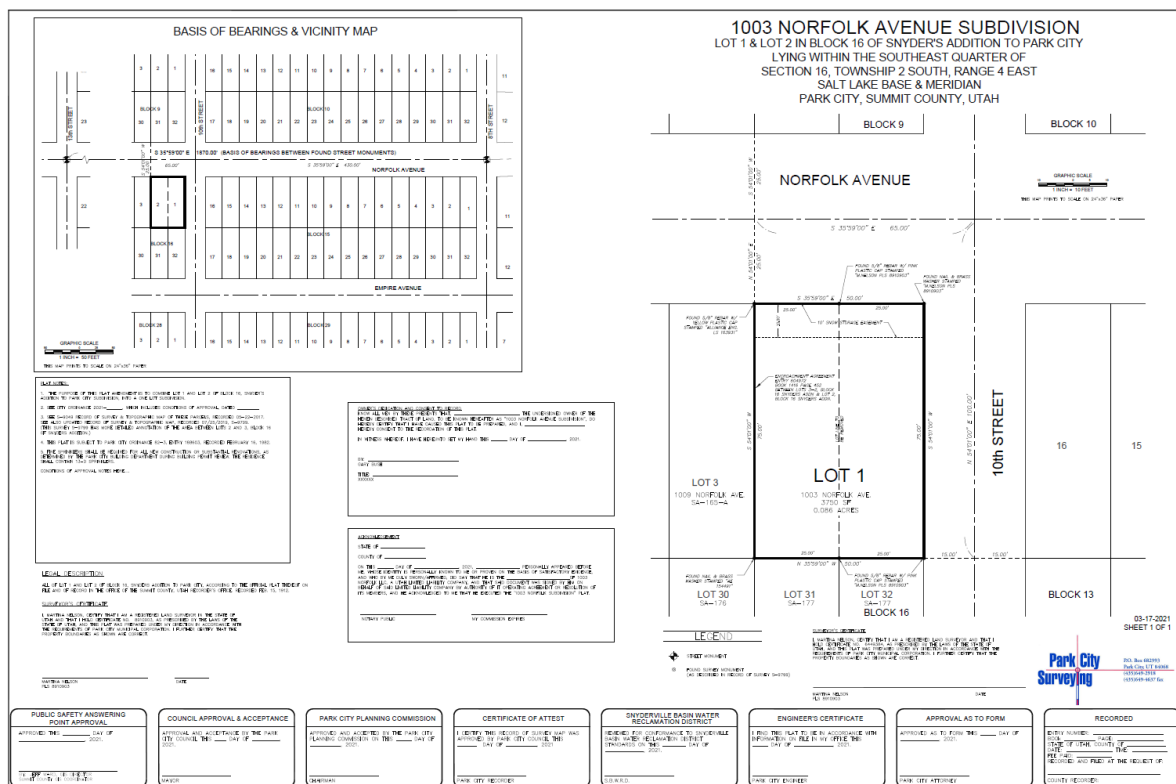


Figure 2 – Proposed Subdivision Plat Combining Both Lots as New Lot 1.

Good Cause

The proposed Plat Amendment has been reviewed in accordance with LMC Chapter 15-7. Staff finds Good Cause for this Plat Amendment as it will remove an internal lot line under the Landmark Historic Structure, and will create a new lot of record for the existing historic structure and use. The applicant will address the existing encroachments with the City's Preservation Planner and City Engineer prior to recording the Plat Amendment.

No Public Streets, Right-of-Way or easements have been vacated or amended.

Department Review

The Development Review Committee reviewed this application on July 6, 2021. No issues were raised.

Notice

On July 13, 2021, the property was posted, and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on July 13, 2021.

Public Input

Staff did not receive any public input prior to the publication of this Staff Report.

Exhibits

Exhibit A – Ordinance

Exhibit B – Survey of Existing Conditions

Exhibit C – Proposed Plat

Exhibit D – Letter of Intent

Draft Ordinance No. 2021-34

AN ORDINANCE APPROVING THE 1003 NORFOLK AVENUE AMENDED PLAT, LOT 1 AND LOT 2 IN BLOCK 16 OF SNYDER'S ADDITION, PARK CITY, UTAH.

WHEREAS, the owners of the property known as 1003 Norfolk Avenue, petitioned the City Council for approval of the 1003 Norfolk Avenue Subdivision; and

WHEREAS, on July 13, 2021, the property was properly posted, and legal notice was sent to all affected property owners; and

WHEREAS, on July 13, 2021, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission, on July 28, 2021, held a public hearing and forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on September 2, 2021, held a public hearing and took final action on the Plat Amendment; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the 1003 Norfolk Avenue Subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 1003 Norfolk Avenue Subdivision, as shown in Exhibit A 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 1003 Norfolk Avenue in the Historic Residential (HR-1) District.
2. The property consists of two lots, Lot 1 and Lot 2, SA-164.
3. The lot is improved with a house built circa 1904 which is considered a Landmark Historic Structure constructed across the internal lot line.
4. The combined lot will meet all Lot and Site Requirements and the density of the site is not changing.
5. Any redevelopment will be subject to the City's HDDR process.
6. Staff finds Good Cause for this Plat Amendment as it will remove an internal lot line under the Landmark Historic Structure, and it will create a new lot of record for the existing historic structure and use.
7. The findings in the analysis section are incorporated herein.

Conclusions of Law:

1. There is good cause for this Plat Amendment as the Amendment will preserve the present land Use and character of the Historic residential area, will remove an

internal lot line under the Landmark historic structure, and will create a new lot of record.

2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Subdivisions, including LMC § 15-7.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. 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.
5. No Public Streets, Right-of-Way or easements have been vacated or amended.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat Amendment 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 Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. If any of the encroachments are deemed not historic and not contributing to the Landmark Historic Structure by the Planning Department, they must be removed if this property is significantly redeveloped.
4. The applicant shall enter into encroachment agreements with the City for any encroachments that are deemed historic and contributing to the Landmark Historic Structure prior to recording the plat amendment.
5. A Plat Note shall indicate that the Plat is subject to Ordinance 2021-34.

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

PASSED AND ADOPTED this 2nd day of September 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

[illegible]

RECORD OF SURVEY & AS-BUILT MAP

LOT 1 & LOT 2, BLOCK 16 OF
SNYDERS ADDITION TO PARK CITY
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

P.O. Box 682993
Park City, UT 84068
(353) 649-2918
(353) 649-4637 Fax

**Park City
Surveying**

REVISIONS
DATE BY COMMENTS
XX/XX/XXXX

SURVEYED BY:
SC/KR
DRAWN BY:
MN

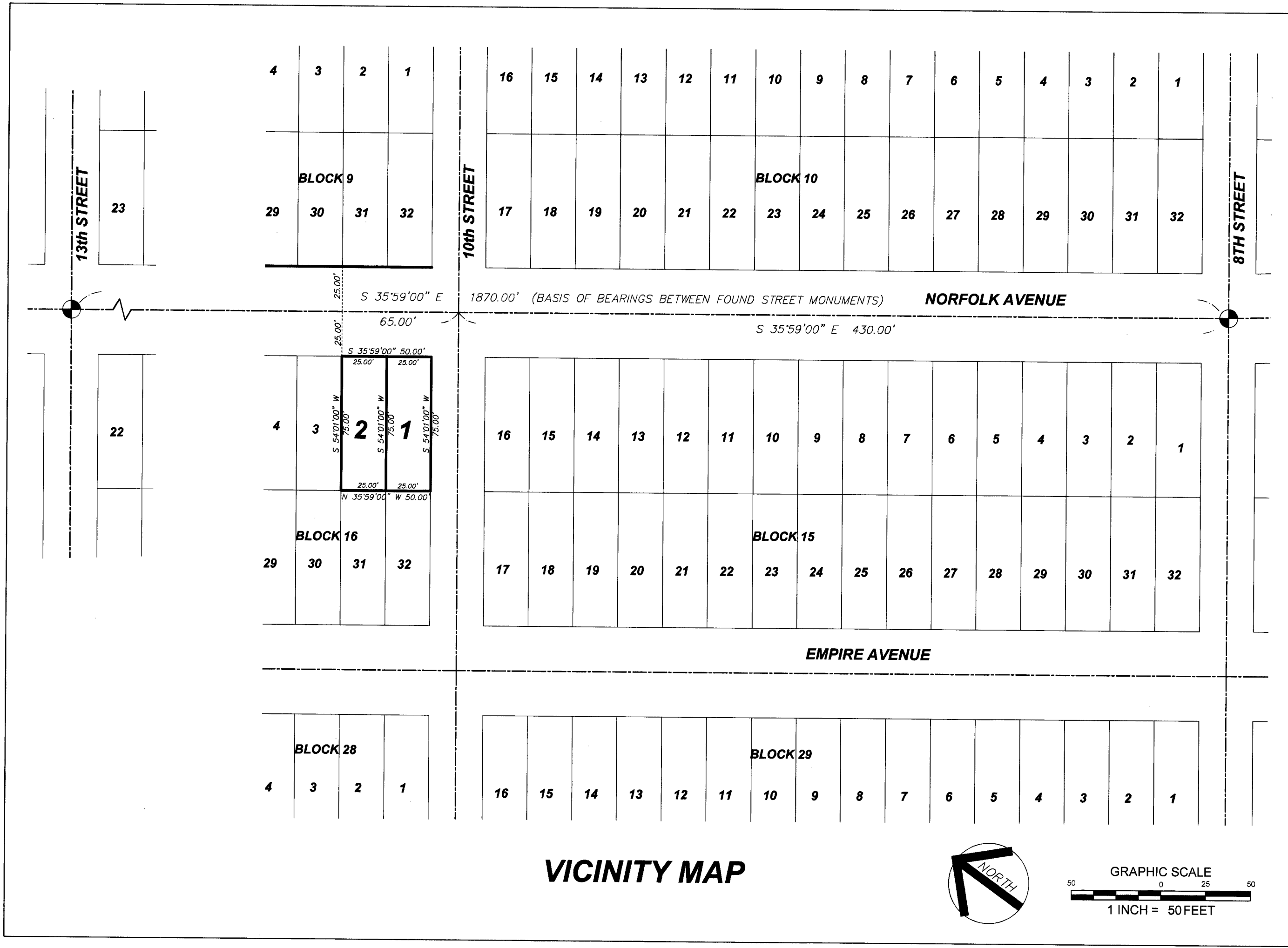
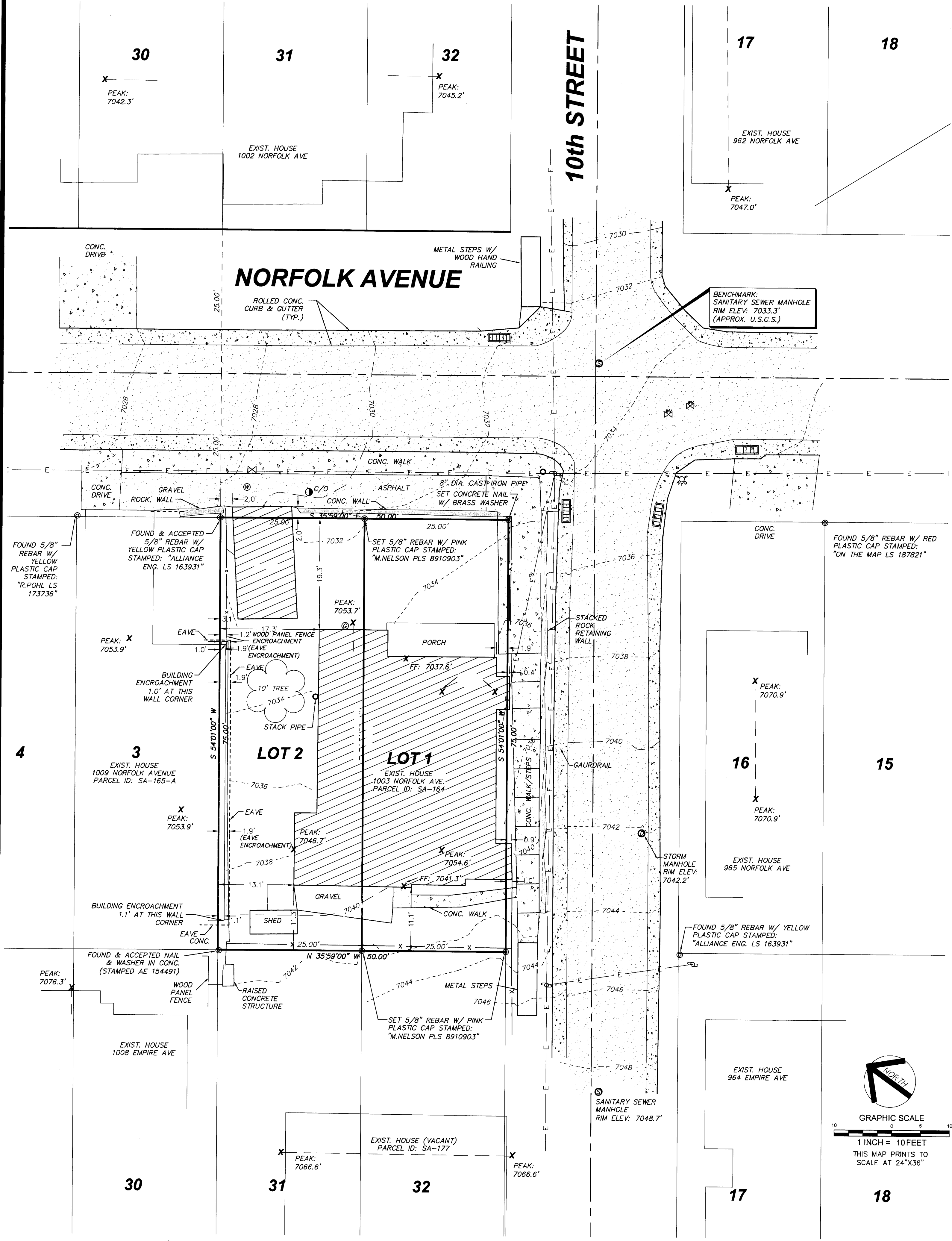
DATE:
JULY 24, 2019

RECORD OF SURVEY & AS-BUILT MAP
LOT 1 & LOT 2, BLOCK 16
SNYDERS ADDITION TO PARK CITY

1003 NORFOLK ROS-ASB

FOR: GARY BUSH

SHEET 1 OF 2



VICINITY MAP

NARRATIVE:

SEE ORIGINALLY RECORDED SURVEY S-9049, RECORDED 05/22/2017.

THIS IS THE SAME EXACT SURVEY, WITH THE SAME RESULTS. THE PURPOSE OF THIS RECORDED SURVEY IS TO SIMPLY SHOW MORE DETAIL AND ANNOTATION IN THE AREA BETWEEN THE SUBJECT PROPERTY & 1009 NORFOLK AVENUE.

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO SHOW EXISTING CONDITIONS AT THE TIME OF SURVEY.

EXISTING SURVEY MONUMENTS IN ADJACENT ROADWAYS AND LOTS WERE USED TO REESTABLISH THE PROPERTY CORNERS.

THE BASIS OF BEARING IS SHOWN HEREON. ALL BEARING AND DISTANCES SHOWN HEREON ARE THE EQUIVALENT OF RECORD, UNLESS NOTED.

EXISTING BUILDING LOCATION IS TO FASCIA. ACTUAL FOUNDATION LOCATION MAY DIFFER.

SURVEY COMPLETED: 10-13-2015. ADDITIONAL TOPOGRAPHY PERFORMED 08-30-2016 AND 03-2-20-2017.

SEE SAID OFFICIAL "SNYDERS ADDITION TO PARK CITY" PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS. NOTE: OTHERS MAY APPLY.

THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBRANCES ON THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL FOUND EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

LEGAL DESCRIPTION:

ALL OF LOTS 1 & 2 IN BLOCK 16 SNYDERS ADDITION TO PARK CITY, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 8910903. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

MARTINA NELSON
PLS 8910903

7/24/2019

FILE NO. S0009799
07/25/2019 02:53:58 PM B: 0002 P: 1268

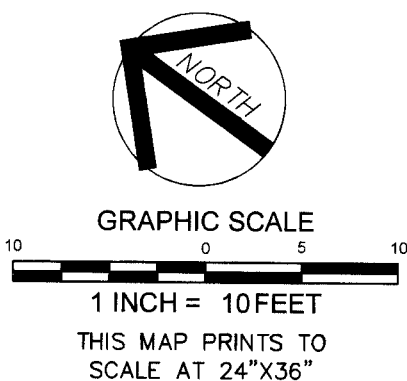
SURVEYED BY: SC/KR
DRAWN BY: MN
DATE: JULY 24, 2019

LEGEND

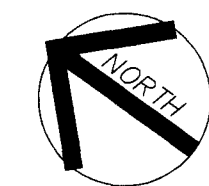
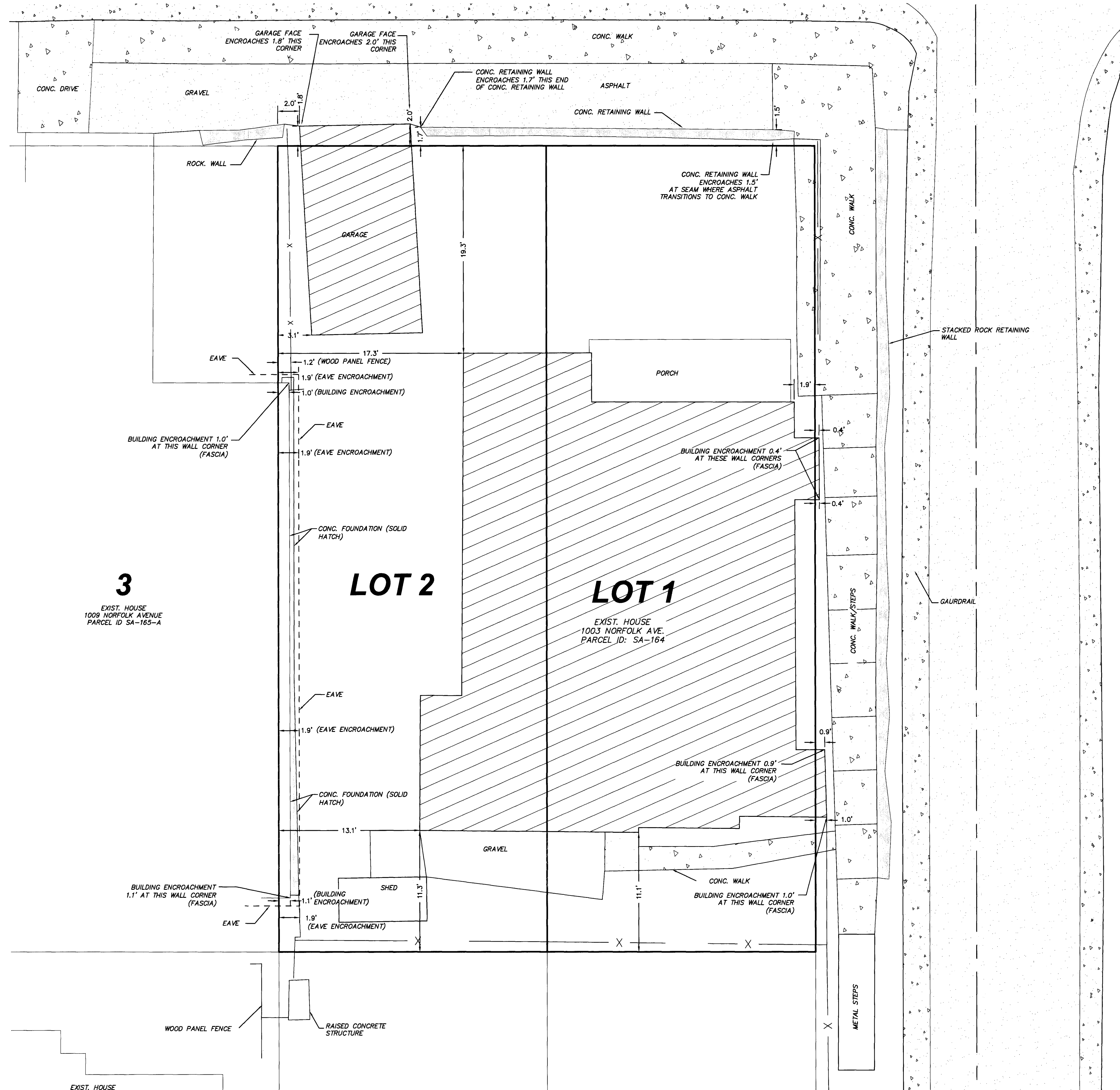
- FOUND STREET MONUMENT
- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- FOUND REBAR W/ CAP (AS DESCRIBED)
- FIRE HYDRANT
- WATER VALVE
- SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- CATCH BASIN
- UTILITY LATERAL
- WATER METER
- ELECTRIC METER
- WATER VALVE
- UTILITY POLE
- OVERHEAD ELECTRICAL POWER LINE

TREE DIAMETER ANNOTATED TO EDGE OF DRIFLINE

DECIDUOUS TREE



RECORD OF SURVEY & AS-BUILT MAP
LOT 1 & LOT 2 , BLOCK 16 OF SNYDERS ADDITION TO PARK CITY
LYING WITHIN THE NORTHEAST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



GRAPHIC SCALE



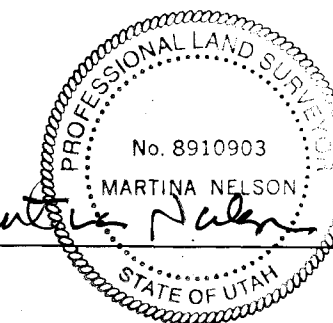
1 INCH = 5 FEET

THIS MAP PRINTS TO
SCALE AT 24"X36"

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 8910903. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

MARTINA NELSON
PLS 891093



7/24/2019

FILE NO. S0009799

07/25/2019 02:53:58 PM
Survey 2 of 2
SUMMIT COUNTY RECORDER
FEE \$ 40.00 BY PARK CITY SURVEYING

P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

Park City Surveying

[illegible]

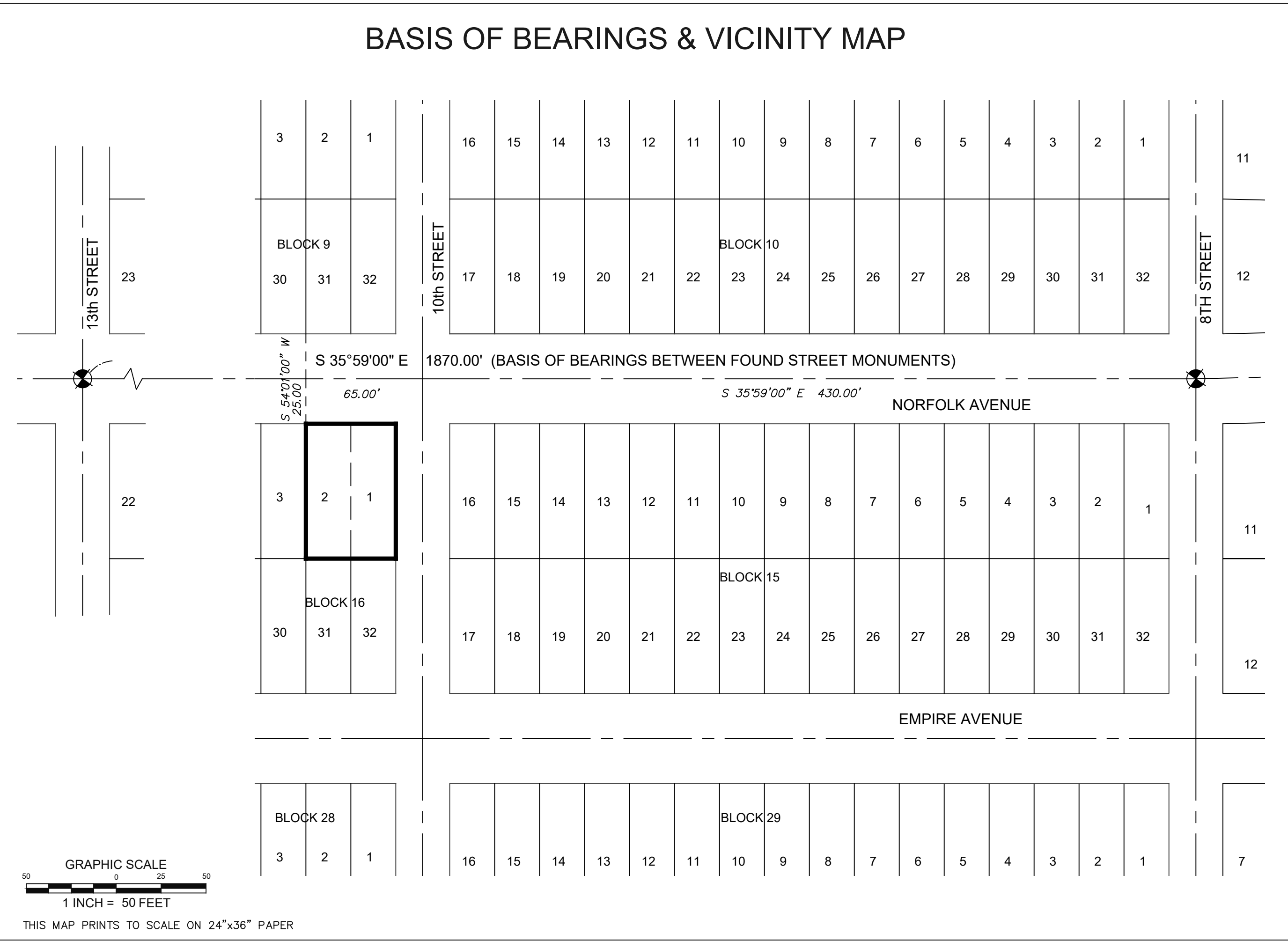
SURVEYED BY:
SC/KR
DRAWN BY:
MN

DATE:
JULY 24, 2019

RECORD OF SURVEY & AS-BUILT MAP
LOT 1 & LOT 2, BLOCK 16
SNYDERS ADDITION TO PARK CITY

FOR: GARY BUSH

SHEET 2 OF 2



PLAT NOTES:

1. THE PURPOSE OF THIS PLAT AMENDMENT IS TO COMBINE LOT 1 AND LOT 2 OF BLOCK 16, SNYDER'S ADDITION TO PARK CITY SUBDIVISION, INTO A ONE LOT SUBDIVISION.
2. SEE CITY ORDINANCE 2021-_____, WHICH INCLUDES CONDITIONS OF APPROVAL, DATED _____
3. SEE S-9049 RECORD OF SURVEY & TOPOGRAPHIC MAP OF THESE PARCELS, RECORDED 05-22-2017. SEE ALSO UPDATED RECORD OF SURVEY & TOPOGRAPHIC MAP, RECORDED 07/25/2019, S-9799. (THIS SURVEY S-9799 HAS MORE DETAILED ANNOTATION OF THE AREA BETWEEN LOTS 2 AND 3, BLOCK 16 OF SNYDERS ADDITION.)
4. THIS PLAT IS SUBJECT TO PARK CITY ORDINANCE 82-3, ENTRY 188603, RECORDED FEBRUARY 16, 1982.
5. FIRE SPRINKLERS SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION OR SUBSTANTIAL RENOVATIONS, AS DETERMINED BY THE PARK CITY BUILDING DEPARTMENT DURING BUILDING PERMIT REVIEW. THE RESIDENCE SHALL CONTAIN 13-D SPRINKLERS.

CONDITIONS OF APPROVAL NOTES HERE....

LEGAL DESCRIPTION

ALL OF LOT 1 AND LOT 2 OF BLOCK 16, SNYDERS ADDITION TO PARK CITY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY, UTAH RECORDER'S OFFICE. RECORDED FEB. 15, 1912.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8910903, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THIS PLAT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THE PROPERTY BOUNDARIES AS SHOWN ARE CORRECT.

MARTINA NELSON
PLS 8910903

DATE

OWNER'S DEDICATION AND CONSENT TO RECORD

THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS "1003 NORFOLK AVENUE SUBDIVISION", DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE PREPARED, AND I, _____, DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2021.

BY: _____
GARY BUSH

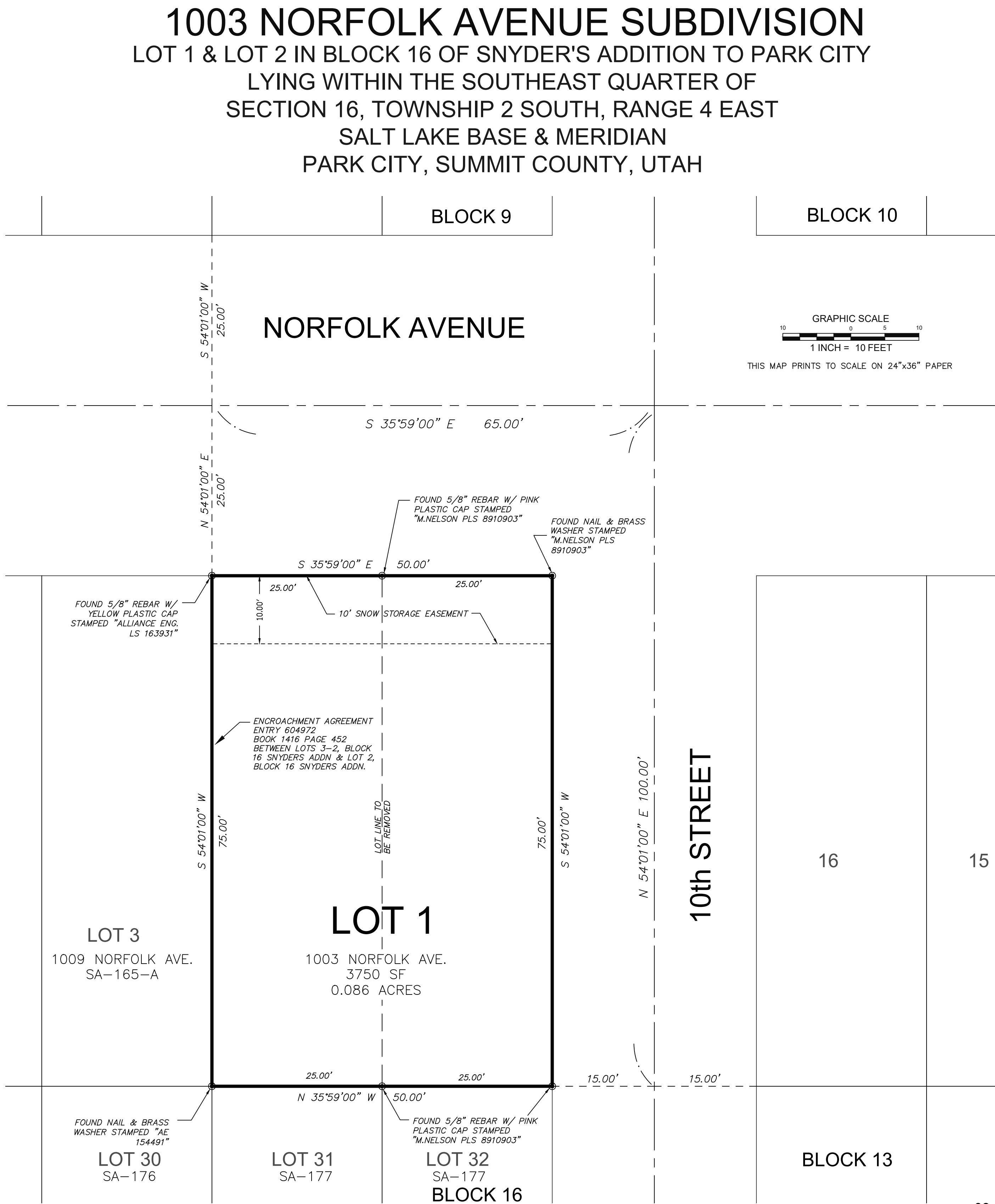
TITLE: _____
XXXXXX

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2021, _____ PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE _____ OF 1003 NORFOLK LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT SAID DOCUMENT WAS SIGNED BY HIM ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF IT OPERATING AGREEMENT OR RESOLUTION OF ITS MEMBERS, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE "1003 NORFOLK SUBDIVISION" PLAT.

NOTARY PUBLIC MY COMMISSION EXPIRES _____



LEGEND

- STREET MONUMENT
- FOUND SURVEY MONUMENT (AS DESCRIBED IN RECORD OF SURVEY S-9799)

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 6449384, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THIS PLAT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THE PROPERTY BOUNDARIES AS SHOWN ARE CORRECT.

MARTINA NELSON
PLS 8910903

DATE

Park City Surveying

P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY OF _____, 2021.

BY: JEFF WARD, GIS DIRECTOR
SUMMIT COUNTY GIS COORDINATOR

COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2021.

MAYOR

PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF _____, 2021.

CHAIRMAN

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2021.

PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2021.

S.B.W.R.D.

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2021.

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____ DAY OF _____, 2021.

PARK CITY ATTORNEY

RECORDED

ENTRY NUMBER: _____
BOOK _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER:



03/17/2021

Attention: Park City Planning Department

Plat Amendment removing the lot boundary line common to Lots 1 & 2 of Block 16, Snyders Addition to Park City Subdivision.

Plat Amendment Application

Address: 1003 Norfolk Avenue Park City, Utah

Summit County Parcel ID: SA-164

Introductory letter

This Plat Application requests removal of the lot boundary line common to Lot 1 & Lot 2 of Block 16 in Snyders Addition to Park City. Only this common lot boundary will change. This will create a new 1 lot of record.

- This Plat Amendment will not materially injure the subject lots, nor any of the adjacent lots in the neighborhood.
- The Plat Amendment will allow depiction of the easements along the lot lines as adjusted.
- No increase in density will result.

The applicant seeks approval through the City so this Lot Line removal can be codified and recorded as a Plat Amendment at the Summit County Recorder's office.

Respectfully,

A handwritten signature in blue ink that reads "Martina Nelson".

Martina Nelson, P.L.S 8910903 (Utah)

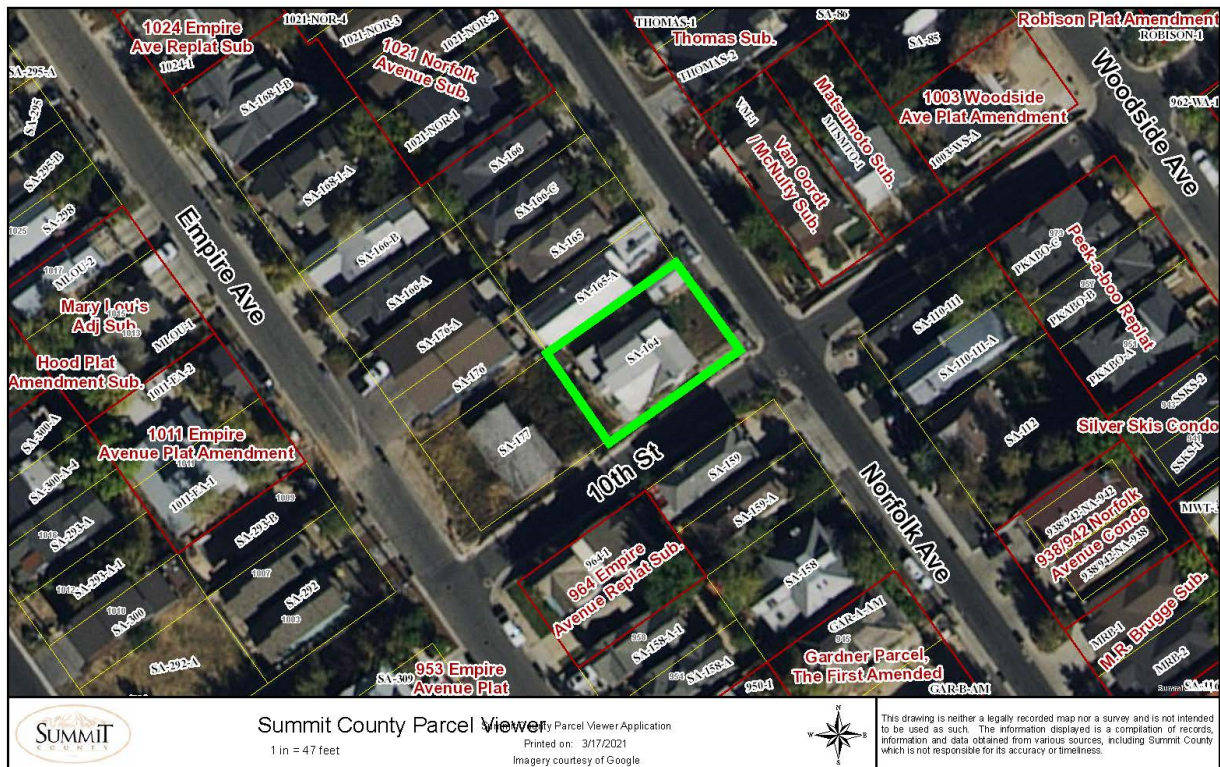
Park City Surveying (Owner)

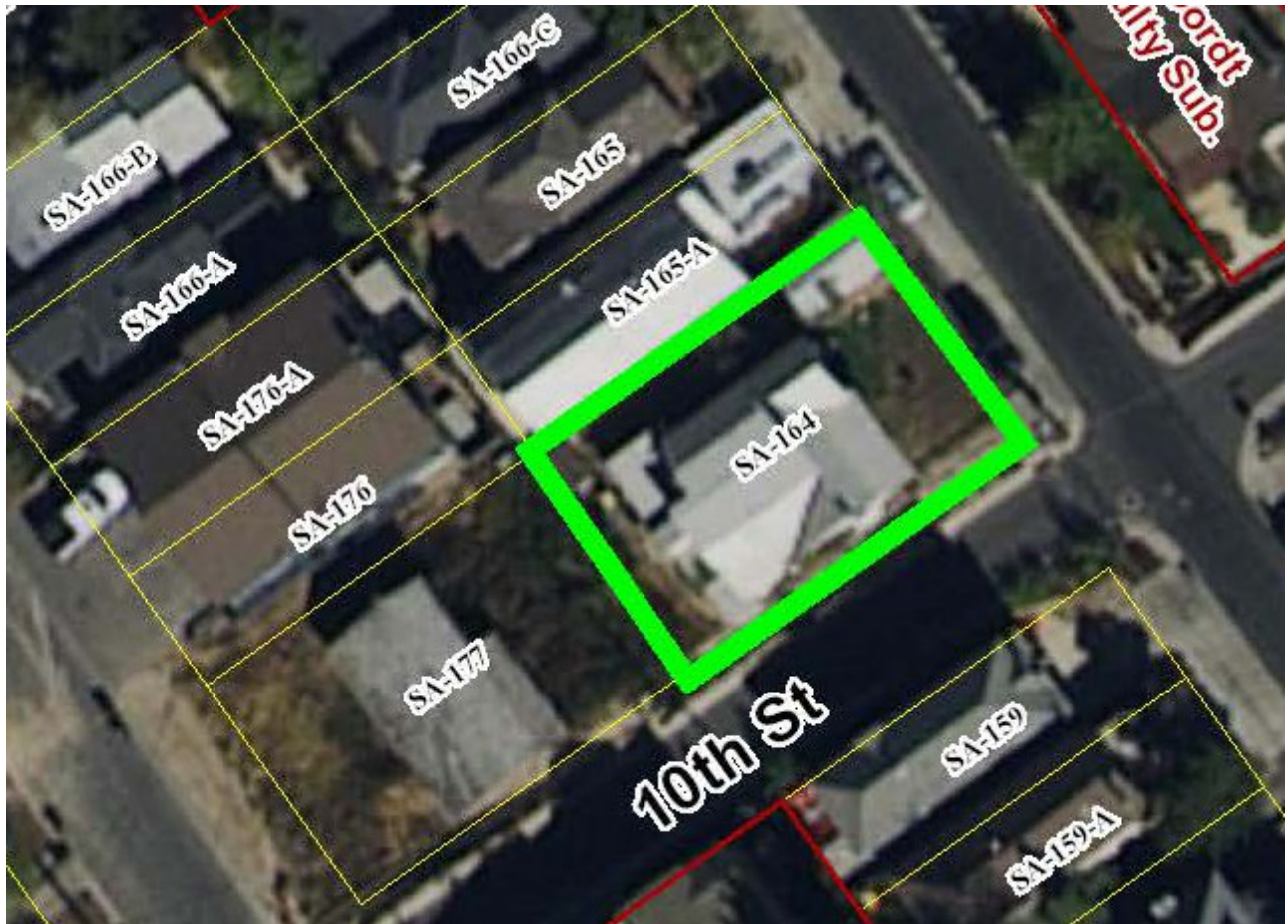
martina@pcsurveying.com

This parcel is at the Southwest corner of Norfolk Avenue at 11th Street in Old Town.
Google Earth 03-18-2021



Summit County Parcel Map





PHOTOS

Link to ALL Site photos & videos

<https://www.dropbox.com/sh/80mi1s92gpfe29t/AADMw6ICUrXrt62QQ5vzFuLla?dl=0>

Looking WEST

This is the front of the property.



Looking SOUTH, from in front of 1009 Norfolk (SA-165-A)

E:\Dropbox (Park City Surveying)\Park City Surveying Team Folder\ZDrive\O'S\OLDTOWN\Snyders Addition\1003 Norfolk Plat Amendment\APPLICATION LETTER - 1003 NORFOLK Plat Amendment.docx

It's difficult to get a good photo looking South due to the proximity of the houses.



Looking NORTH

This is near the rear yard of 1003 Norfolk, looking toward Norfolk Avenue.



Looking North. This is the rear yard of 1003 Norfolk.

The blue house to the left frame of the photo is 1008 Empire.



Looking EAST



Looking EAST



This is on the 1003 Norfolk property, looking WEST, toward the rear yard.

This is on the Right (north) side of the house.

The Blue house to the right is 1009 Norfolk Avenue (SA-165-A)

The other Blue house farther back with the 2nd floor small wood deck is 1008 Emprie Avneue (SA-176)



And the same vantage point, but looking toward Norfolk Avenue.
This is in the side yard, on the North side of the house, looking at the blue house at 1009 Norfolk (SA-165-A)



The house at 1004 Empire Avenue (SA-177), from a vantage point on 10th Street. The blue house in the background is 1008 Empire.

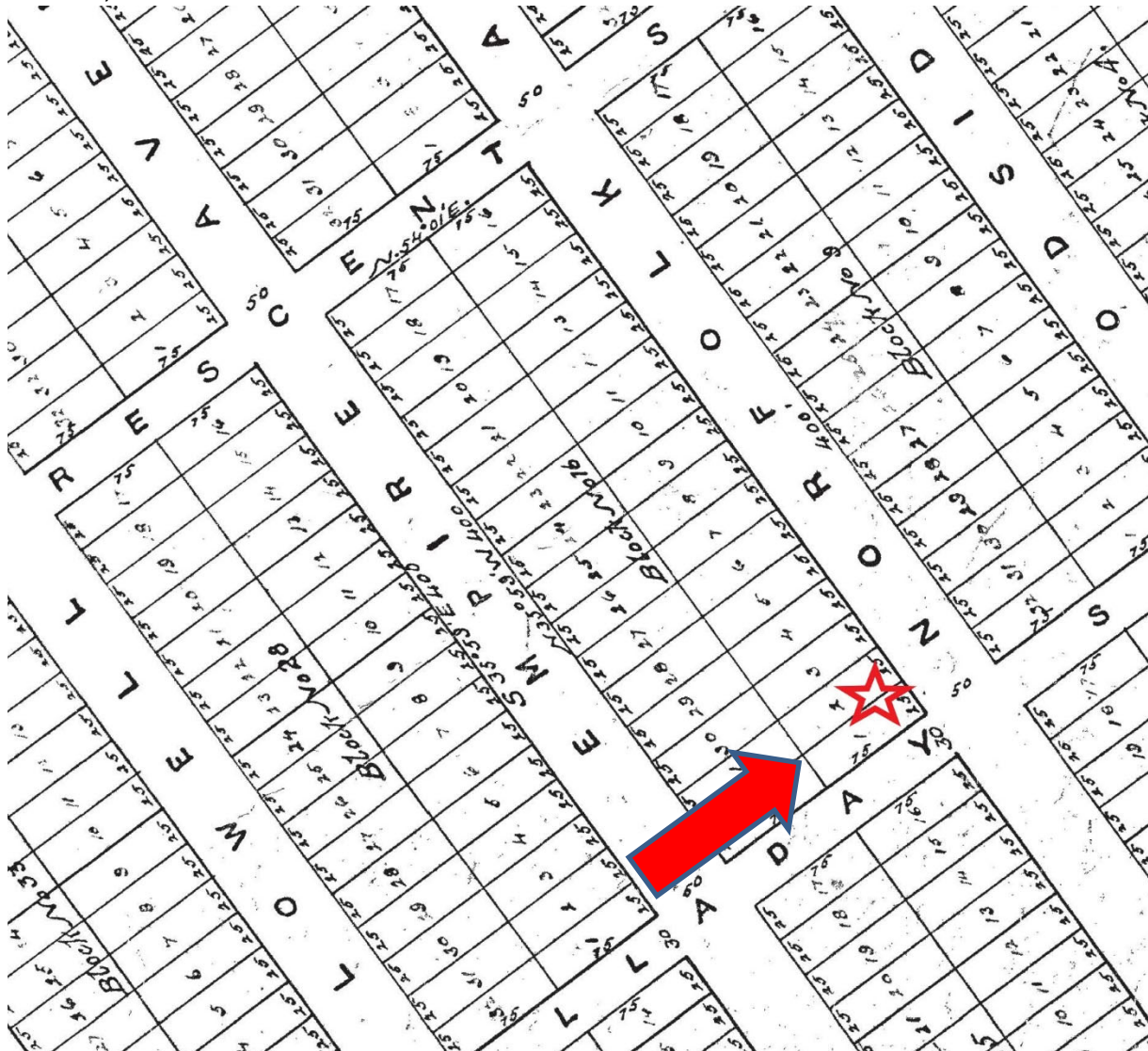


This photo shows how close the houses on 10th Street were built to the Right-of-Way. This is on the stairs adjacent to 1003 Norfolk, looking toward 1004 Empire Avenue.



Snyders Addition to Park City Plat

Block 16, Lots 1 & 2



Zoning: this is in the City's Historical Residential (HR1) zone.



FACTS

Snyders Addition to Park City Subdivision was recorded 02/15/1912. This is a very old, hand-drafted plat.

The two lots (1 & 2 of Block 16) are owned by the same person, 1003 Norfolk LLC, a Utah Limited Liability Corporation. The signature on the most recent deed is Gary Bush.

Lot 1 is address 1003 Norfolk Avenue, Park City, Utah
Parcel ID: SA-164

Lot 2 is address 1003 Norfolk Avenue, Park City, Utah
Parcel ID: SA-164

These two parcels lie within the Park City Residential Historical (HR1) zone.

Source:

<https://parkcity.maps.arcgis.com/home/webmap/viewer.html?webmap=aa328e9cfd9b4cbeb8e8a542ad9df9a03>

These parcels lie outside of the Park City Soil Ordinance Zone.

These parcels lie within FEMA Zone X, an area of minimal flood hazard. Panel 49043C0919C, effective date 03/16/2006.

Source:

https://msc.fema.gov/arcgis/rest/directories/arcgisjobs/nfhl_print/mscprintb_gpserver/jbbb09b1d6a194d73a4cb5e1f053af931/scratch/FIRMETTE_00606988-c8d3-4916-9aab-b9f9369c214b.pdf

The house was built in 1904, according to the City note re Summit County Recorder. (Source: Historic Site Form – Historic Sites Inventory.)

<https://www.parkcity.org/departments/planning/historic-site-inventory>

The current landowner purchased Lot 1 & Lot 2 of Block 16 of Snyders Addition per Deed Entry 959739, Book 2162 Page 900, recorded 12/21/2012 at 9:37 a.m..

In 2017, the landowner (Gary Bush) contracted with Park City Surveying for a Boundary Survey & Existing Conditions map to determine the exact location of the improvements on the subject parcels.

- The Record of Survey S-9049 was recorded 05/22/2017.
- An additional Record of Survey S-9799 was recorded 07/25/2019. No conditions or boundary changes occurred. This second survey was to show additional detail with more clarity on the survey map.

The landowner (Gary Bush) contracted with Park City Surveying to prepare a Plat Amendment to remove the boundary line common to Lot 1 & Lot 2, in order to create a new 1 lot of record subdivision.

This Plat Amendment will not create any new density.

The REASON for this plat amendment is to make physical improvements to the structures on the parcel.

There are 2 areas of encroachment into the City Right-of-Way. It is presumed the landowner will address these encroachments with the City.

GOOD CAUSE

The good cause arguments for this Plat Amendment Application are:

1. The Lot line modification will not materially injure the current parcel of any adjacent landowners.
2. This lot line amendment will preserve the Landmark Site home on the property.
3. This Plat Amendment will not increase density.

ENCLOSED SUPPORTING DOCUMENTS/EXHIBITS

1. Plat Amendment Map for 1003 Norfolk Avenue Subdivision.
2. Record of Survey & Existing Conditions Map for Lot 1 & Lot 2 of Block 16 in Snyders Addition
3. Historic Inventory Information via Park City Government Website.
4. Plat Amendment Map for Snyders Addition to Park City.
5. GIS map (Summit County Parcel Viewer).
6. Park City Zoning map (RD zone)
7. FEMA Flood panel 49043C01919C effective date 03/16/2006.
8. FEMA FIRMette, dated 03/19/2021.
9. Title Report 28780, effective date January 05, 2021 at 8:00 a.m. (Coalition Title).
10. Tax Account info for Lot 1 & 2 and the adjacent properties.
11. Deed of record.
12. Address mailing info (Excel, CSV & PDF)
13. Closure report for new Lot 1 parcel.

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-35, an Ordinance Approving the Fairway Village No. 1 First Amended Amending Lot 28, Located at 2587 Fairway Village Drive, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Fairway Village Plat Amendment Staff Report](#)

[Exhibit A: Ordinance](#)

[Exhibit B: Project Intent and HOA Approval Letter](#)

[Exhibit C: Fairway Village No. 1 Current Recorded Plat](#)

[Exhibit D: Existing Conditions](#)

[Exhibit E: Fairway Village No. 1 First Amended Amending Lot 28 Proposed Plat](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: Fairway Village No. 1 First Amending Lot 28
Project #: PL-21-04835
Author: Alexandra Ananth, Sr. Planner
Date: September 2, 2021
Type of Item: Administrative – Plat Amendment

Recommendation

1) Review the requested Plat Amendment, 2) conduct a public hearing, and 3) consider approving Ordinance 2021-35.

Description

Applicant: Dennis Cathey, represented by Marshal King, Alliance Engineering, Inc.
Location: 2587 Fairway Village Drive
Zoning: Residential Development (RD)
Adjacent Land Uses: Residential, Open Space (Golf)
Reasons for Review: Plat Amendments require Planning Commission review and recommendation and City Council review and action

Summary

Fairway Village is a townhouse-oriented Planned Lot Development (PUD) located adjacent to the Park Meadows Golf Course, recorded in 1979, containing 28 Lots.

The applicant is the owner of Lot 28 and is requesting to construct an addition to the living space between the existing dwelling and the garage which would be designated as private ownership and to add five feet to the existing deck at the rear of the property designated as limited common ownership.

The Fairway Village Homeowners Association approved the proposed changes to the plat in a letter dated April 20, 2021 (Exhibit B).

On July 28, 2021, the Planning Commission unanimously forwarded a positive recommendation to the City Council.

Background

The property is located at 2587 Fairway Village Drive, in the Residential Development (RD) Zoning District. Fairway Village consists of two plats, Fairway Village No. 1 consisting of 28 townhouse Lots recorded in 1979; and Fairway Village No. 2 consisting of 12 Single-Family lots and 24 townhouse Lots recorded in 1988. The proposed Plat Amendment is for Lot 28, part of Fairway Village No. 1.

The purpose of the Residential Development RD District is to:

- A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- B. encourage the clustering of residential Lots to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
- D. minimize impacts of the automobile on architectural design,
- E. promote pedestrian connections within Developments and between adjacent Areas; and
- F. provide opportunities for variation in architectural design and housing types.

Analysis

The existing PUD Lot 28 consists of a townhouse and garage. The townhouse is attached to the garage via an elevated enclosed walkway. The owner is proposing to construct an addition underneath the “bridged walkway” of his townhouse and to expand the back deck. The addition will add 435 square feet to the Lot.

The expanded living area and deck meet all setback requirements and the HOA has approved the proposed change. The addition does not change the number of residential Lots or Density. The Lot will remain under 2,000 square feet and will not require additional parking



Figure 1 – 2587 Fairway Village Drive elevated walkway

**FAIRWAY VILLAGE NO. 1 FIRST AMENDED
AMENDING LOT 28**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

NOTES:
1. The plat amendment is subject to the approval of approval of Ordinance 2021-001.
2. See recorded survey of the Fairway Village No. 1 First Amended Amending Lot 28.

LEGEND:
COMMON AREA
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

FORM SECTIONS:
SURVEYOR'S CERTIFICATE
LEGAL DESCRIPTION
OWNER'S DECLARATION AND CONSENT TO RECORD
ASSOCIATION CONSENT TO RECORD
ACKNOWLEDGMENT
TITLE BLOCK (including approvals from Park City, Fairway Village No. 1, and the State of Utah)

Figure 2 – Proposed Plat

Good Cause

The proposed Plat Amendment has been reviewed in accordance with LMC Chapter 15-7. Staff finds Good Cause for this Plat Amendment as the Amendment expands the private space of Lot 28 with living and deck area, and meets all applicable LMC requirements. The Fairway Village HOA has approved the proposed plat amendment application.

No Public Streets, Right-of-Way¹, or easements have been vacated or amended.

Department Review

The Development Review Committee reviewed this application on July 6, 2021. No issues were raised.

Notice

On July 14, 2021, the property was posted, and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on July 14, 2021.

Public Input

Staff did not receive any public input prior to the publication of this Staff Report.

Exhibits

Exhibit A – Ordinance

Exhibit B – Project Intent and HOA Approval

Exhibit C – Fairway Village No 1. Plat

Exhibit D – Existing Conditions 2587 Fairway Village Drive

Exhibit E – Fairway Village No. 1 First Amended Proposed Plat Amending Lot 28

Draft Ordinance No. 2021-35

AN ORDINANCE APPROVING THE FAIRWAY VILLAGE NO. 1 FIRST AMENDED AMENDING LOT 28, LOCATED AT 2587 FAIRWAY VILLAGE DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as Lot 28, Fairway Village, a Planned Lot Development, located at 2587 Fairway Village Drive, petitioned the City Council for approval of the Fairway Village No. 1 First Amended, Amending Lot 28; and

WHEREAS, on July 13, 2021, the property was properly posted, and legal notice was sent to all affected property owners; and

WHEREAS, on July 13, 2021, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission, on July 28, 2021, held a public hearing and forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on September 2, 2021, held a public hearing and took final action on the Plat Amendment; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Fairway Village No. 1 First Amended, Amending Lot 28 Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. Fairway Village No. 1 First Amended, Amending Lot 28, as shown in Exhibit A, 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 2587 Fairway Village Drive, a PUD in the Residential Development (RD) Zoning District.
2. The Fairway Village No. 1 Plat was approved by City Council on December 12, 1979, for 28 Lots, and recorded on December 17, 1979.
3. The proposed amendment is for an addition to the living space between the existing dwelling and the garage (below the existing bridged walkway), which would be designated as private ownership, and to add five feet to the existing deck at the rear of the property designated as limited common ownership. The addition will add approximately 435 square feet.
4. The Fairway Village Homeowners Association approved the proposed additions in a letter dated April 20, 2021.
5. The additions do not change the number of residential Lots, Density, or require additional parking.

6. The addition and expanded deck meet all setback requirements.
7. Staff finds Good Cause for this Plat Amendment as the Amendment expands Lot 28 with living and deck area and meets all LMC Requirements.
8. No Public Streets, Right-of-Way or easement has been vacated or amended.
9. The findings in the analysis section are incorporated herein.

Conclusions of Law:

1. There is good cause for this Plat Amendment as the Amendment expands Lot 28 with living and deck area.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Subdivisions, including LMC § 15-7.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. 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.
5. No Public Streets, Right-of-Way or easements have been vacated or amended.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat Amendment 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 Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. A Plat Note shall indicate that any Conditions of Approval of the Fairway Village No. 1, shall continue to apply.
4. A Plat Note shall indicate that the Plat is subject to Ordinance 2021-35.

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

PASSED AND ADOPTED this 2nd day of September, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

[illegible]

FAIRWAY VILLAGE NO. 1, LOT 28
(2587 Fairway Village Drive)

May 17, 2021

PROJECT INTENT

Fairway Village No. 1, Unit 28, is a Planned Unit Development located adjacent to Park Meadows Golf Course and was recorded December 17, 1979, as Entry No. 162326.

Since this is a Planned Unit Development, Lot 28 is essentially the footprint of the building. The garage is detached from the living space and is accessed by an elevated enclosed walkway connected to the living space. The owner is proposing to construct an addition to the living space between the existing dwelling and the unexcavated area beneath the garage. The garage is designated as limited common ownership, but a portion of the area of the proposed addition (designated as private ownership) will be below the limited common ownership of the garage.

The owner is also proposing to add 5 feet to the existing deck at the rear of the property and will be designated as limited common ownership.

MILLER | HARRISON

— L A W Y E R S —

JULIE LADLE, ESQ.

UTAH BAR NO. 11223

OFFICE: 801.692.0799

JULIE@MILLERHARRISONLAW.COM

Admitted to practice in:
Utah, Maryland

April 20, 2021

Park City Planning Department
445 Marsac Avenue
Park City, UT 84060

RE: Fairway Village HOA
Proposed Plat Amendment for Lot 28

Dear Park City Planning Department,

This firm represents Fairway Village Homeowners Association (the "Association"). Fairway Village is a planned unit development in Park City.

Dennis Cathey owns a townhome in Fairway Village, shown as Lot 28 on the Fairway Village No. 1 Plat. The address of the townhome is 2587 Fairway Village Drive, Park City, Utah. Mr. Cathey has owned his townhome for over thirty (30) years. Mr. Cathey is making improvements to his townhome and is seeking a plat amendment to reflect those changes. Specifically, Mr. Cathey plans to enclose the space underneath the "bridge" of his unit and also expand the back deck.

The Association's Board of Directors approve of Mr. Cathey's changes and approve of the proposed plat amendment. Additionally, a vote of the owners in Fairway Village has been taken and over 75% of the owner voting interests of the Association approve of the proposed plat amendment. This approval percentage not only satisfies the 2/3 approval for a plat amendment as required by the City, but also satisfies the 2/3 approval required under the Association's CC&Rs. As such, all requirements for a plat amendment as they relate to the Association have been satisfied.

Should you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

MILLER HARRISON LLC

A handwritten signature in cursive script, reading "Julie Ladle". The signature is written in dark ink and is positioned above the printed name and title.

Julie Ladle
Attorney at Law

SURVEYOR'S CERTIFICATE

I, James G. West, do hereby certify that I am a Registered Land Surveyor and that I hold certificate No. 3082 as presented under the Laws of the State of Utah. I further certify that by authority of the owners I have made a survey of the tract of land shown on this plat and described below and subdivided said tract of land into lots and streets, hereafter to be known as Fairway Village No. 1 and that same has been correctly surveyed and staked on the ground as shown on this plat.

Beginning at the Northwest corner of Park Meadows Subdivision No. 6A as recorded, said point also being N. 0° 01' 43" E. 1775.15 feet along a section line and East 152.25 feet from the East Quarter corner of Section 4, T.2S., R.4E., S.L.B. & M., said point being on a 367.00 foot radius curve to the right, the radius point of which bears S. 74° 35' 39" W. 367.00 feet; thence Southeasterly along the arc of said curve 40.02 feet; thence S. 78° 30' W. 313.99 feet; thence N. 11° 30' W. 30.00 feet; thence N. 40° 25' W. 80.62 feet; thence N. 69° 20' W. 418.16 feet; thence N. 22° 00' W. 355.00 feet; thence North 95.23 feet to a point on a 665.76 foot radius curve to the left, the radius point of which bears N. 8° 09' 25" E. 665.76 feet; thence Southeasterly along the arc of said curve 54.11 feet to a point of a 447.00 foot radius reverse curve to the right, the radius point of which bears S. 3° 30' W. 447.00 feet; thence Southeasterly along the arc of said curve 154.08 feet to a point of tangency; thence S. 66° 45' E. 162.00 feet to a point of a 367.00 foot radius curve to the right, the radius point of which bears S. 23° 5' W. 367.00 feet; thence Southeasterly along the arc of said curve 158.53 feet to a point of a 433.00 foot radius reverse curve to the left, the radius point of which bears N. 48° 00' E. 433.00 feet; thence Southeasterly along the arc of said curve 211.60 feet to a point of a 367.00 foot radius reverse curve to the right, the radius point of which bears S. 20° 00' W. 367.00 feet; thence Southeasterly along the arc of said curve 349.70 feet to a point of beginning.

Contains 6.55 acres.

Sept 20, 1979

Date

James G. West
James G. West

OWNER'S DEDICATION

Know all men by these presents that we the undersigned owners of the herein described tract of land having caused same to be subdivided into lots and streets to be hereafter known as Fairway Village No. 1 do hereby dedicate for perpetual use of the lot owners all common areas shown on this plat. Reserving unto the undersigned for the granting to adjacent properties a non-exclusive easement of ingress and egress and for vehicular and pedestrian traffic over those portions of property graded and surfaced as roadways in the manner set forth in the Declaration of Covenants, conditions and restrictions recorded here with we have hereunto set our hands this 17th Day of October A.D. 1979

Enoch R. Smith, Partner
Victor R. Ayers, Partner

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT

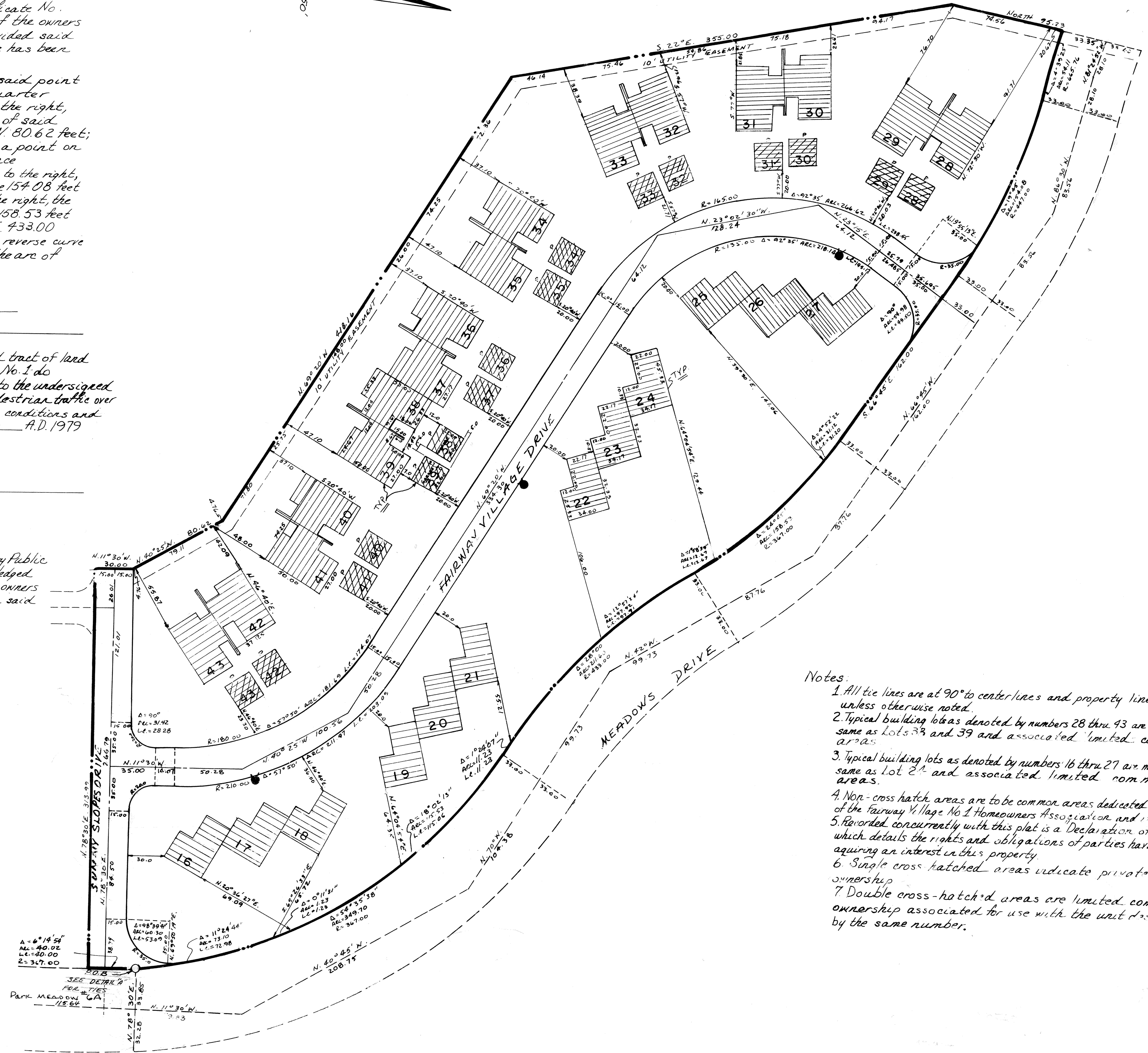
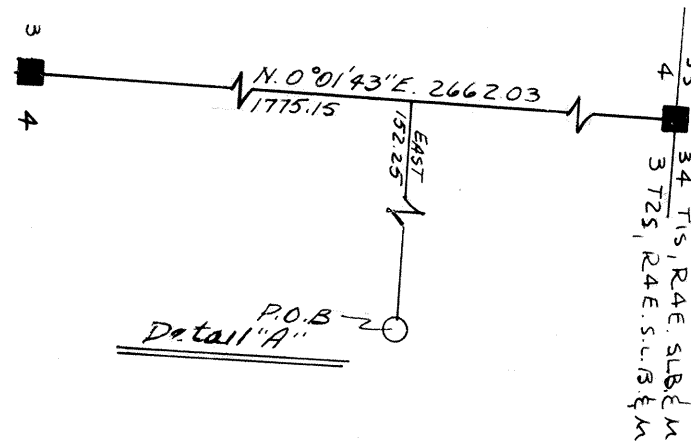
On this 17th day of October A.D. 1979 personally appeared before me, the undersigned Notary Public in and for said State and County, Enoch R. Smith and Victor R. Ayers who after being duly sworn, acknowledged to me that they are partners of Park Meadows Development Company, a Utah partnership, that they signed the owners dedication freely and voluntarily for and in behalf of said company for the purposes therein mentioned and said company executed the same.

My Commission Expires January 26, 1981
Residing in Salt Lake County, Utah

Carl Spencer
Notary Public

Legend:

● Fire Hydrants



- Notes:
1. All tie lines are at 90° to center lines and property lines unless otherwise noted.
 2. Typical building lots as denoted by numbers 28 thru 43 are measured same as lots 33 and 39 and associated limited common areas.
 3. Typical building lots as denoted by numbers 16 thru 27 are measured same as lot 21 and associated limited common areas.
 4. Non-cross hatch areas are to be common areas dedicated to the use of the Fairway Village No. 1 Homeowners Association and its members.
 5. Recorded concurrently with this plat is a Declaration of Covenants which details the rights and obligations of parties having or acquiring an interest in this property.
 6. Single cross-hatched areas indicate private ownership.
 7. Double cross-hatched areas are limited common ownership associated for use with the unit designated by the same number.

Prepared By: J.J. Johnson & Associates Civil Engineering Planning Surveying 1700 Park Avenue P.O. Box 1661 Park City, Utah 84060	City Planning Commission Approved & Accepted by the Park City Planning Commission this 10th Day of Oct A.D. 1979 Bernie Shatto Chairman	FAIRWAY VILLAGE No. 1 A PLANNED UNIT DEVELOPMENT Located in N.E. Quarter of Section 4, T.2S., R.4E., S.L.B. & M.	Certificate of Attest Attest this 22th Day of Dec A.D. 1979 Amos W. Leatham Park City Recorder	Council Approval & Acceptance Approved & Accepted by the Park City Council this 12 Day of Dec A.D. 1979 John A. Brown Mayor	No. 162226 Recorded State of Utah, County of Summit, Recorded and Filed at the request of: SUMMIT COUNTY TITLE Date 12-17-79 Time 4:45 14.50 Fee Wanda Y. Spriggs Summit County Recorder
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LOT 28
FAIRWAY VILLAGE NO.1
A PLANNED UNIT
DEVELOPMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

Lot No. 28, contained within The Fairway Village No. 1 Subdivision, a Planned Unit Development, as the same is identified on the plat recorded on December 17, 1979 as Entry No. 162326 and in the Declaration of Covenants, Conditions, and Restrictions of The Fairway Village No. 1 Subdivision, a Planned Unit Development recorded in Book M-148 at page 188, Both in the official records of Summit County, State of Utah. Together with an exclusive right and easement of use in the limited common parking structures identified with the same number as the lot above referred and together with a right and easement of use and enjoyment in and to the common areas described on the plat, and as provided for, in said Declaration of Covenants, Conditions, and Restrictions.

NARRATIVE/NOTES

1. Basis of Bearing for this survey is between the found property monuments as shown on this plat.
2. Field work for this survey was performed March 23, 2021, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform a Boundary, Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and only easements per subdivision plat were located as part of this survey. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, SUNNY SLOPES PARK MEADOWS NO. 6A SUBDIVISION ENTRY 159966, WEST RIDGE SUBDIVISION ENTRY NO.328311, FAIRWAY VILLAGE NO. 1 PUD ENTRY NO. 162326 and FAIRWAY VILLAGE NO. 2 FIRST AMENDED PUD ENTRY NO. 289936 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
6. Site Benchmark: Sanitary sewer manhole, Elevation=6745.5' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found as shown.
9. Snow coverage at the time of the survey was approximately 1-3 feet. As a result, monuments, improvements, and/or conditions may exist which are not shown on this survey.

LEGEND

- Found Monument
(As-Noted)
- Found Street Monument
(As-Noted)



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: CHARLES GALATI CHIP TOMSUDAN TOM LUND TIM WILSON MARSHALL KING	EXISTING CONDITIONS & TOPOGRAPHIC MAP 2587 FAIRWAY VILLAGE DRIVE	SHEET 1 OF 1
	DATE: 4/29/21	FOR: DENNIS CATHEY JOB NO.: 9-3-21	FILE: X:\ParkMeadows\dwg\sr\sr\2021\090321-Fairway Village Unit 28\090321-Unit 28.dwg

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Adopt Resolution 21-2021, a Resolution Authorizing the Issuance and the Sale of \$7,000,000 in the Aggregate Principal Amount of Water Revenue Refunding Bonds for the Series 2012 and 2012B
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Water Revenue Refunding Bond Staff Report](#)

[Exhibit A: Park City Water Revenue Refunding Bonds - Series 2021 Resolution](#)

[Exhibit B: Bond Purchase Agreement](#)

[Exhibit C: Thirteenth Supplemental Indenture](#)



City Council Staff Report

Subject: Park City Water Revenue Refunding Bond Resolution
Author: Jed Briggs and Clint McAfee
Department: Budget and Public Utilities Departments
Date: September 2, 2021
Type of Item: Administrative

Summary Recommendation

Adopt a resolution authorizing the issuance and the sale of \$7,000,000 in the aggregate principal amount of water revenue refunding bonds for the Series 2012 and 2012B.

Background

The City's Water Fund anticipates capital improvement projects, as adopted in the 2022 Capital Improvement Budget, over the next three years in the amount of approximately \$65 million. Water improvement projects are currently underway. These include construction of the MIW project (Three Kings Water Treatment Plant), Quinns Junction Water Treatment Plant upgrades, and related capital improvements.

These projects are required and essential to maintain the current level of water service, protect public health, and maintain regulatory compliance.

- Deer Crest Pump Station - \$450k
- Golf Maintenance Building - \$1.6M
- 3Kings WTP, and associated projects - \$104M
- Spiro Tunnel rehabilitation - \$5M
- QJWTP upgrades- \$6M
- Hwy 248 water lines - \$8.5M
- Kings Crown Water Tank - \$7M
- PC Heights Water Tank - \$650k
- Rockport Importation and Regional Projects - \$10M

Construction of these projects will continue over the next 3 years, with water revenue bonds issued to fund the remaining expenses of the projects. The first of these bonds was issued in FY20 for \$75.5M. Staff anticipates issuing a new bond of around \$65M to cover the remaining project costs in October. The total bond issuance of approximately \$140M for these projects is less than the \$160M identified in the previous resolution and is consistent with the amount originally planned and communicated to Council. Currently, bonds beyond FY23 are not anticipated as necessary water system operation, maintenance, and replacement costs will be funded at a level covered by annual water service fee revenues. This need could change if unplanned capital projects and expenses are needed from such things as a regulatory change, a disaster, or a change in the level of service currently provided by Public Utilities.

Analysis

In conjunction with the City's financial advisor, staff are always looking to refinance older bonds as part of new issuances to provide a better return for taxpayers. The last bond resolution covered the two issuances at \$160M but did not include the Series 2012 and 2012B bonds up for refinance due to an oversight. This resolution will keep the total amount of potential bond issuance at \$160M and will add the ability to refinance the 2012 bonds.

The attached bond resolution sets the parameters of the 2021 Series Water Revenue Refunding bond issuance, delegates final approval of bond terms to the City Manager and initiates the process of public notice. The resolution sets the maximum principal issuance for the 2012 bond refinance amount at \$7,000,000 and defines the purpose as follows:

The Bonds are to be issued for the purpose of (a) refunding, if economically desirable in the City's judgment, all or a portion of the City's currently outstanding Water Revenue Bonds, Series 2012, and Water Revenues and Refunding Bonds, Series 2012B (collectively, the "*Refunded Bonds*") (b) funding reserves, if necessary, and (c) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the General Indenture and the Supplemental Indentures. The aggregate principal amount of the Bonds, if any, issued for the purpose of refunding the Refunded Bonds may exceed the aggregate principal amount of the Refunded Bonds.

For the Series 2021 Water Revenue Refunding Bond, the resolution establishes maximum terms of 5% interest, not more than 7 years, and a 0% discount from par. These terms are intentionally set high to allow flexibility in the bond structure. Staff anticipates that the actual interest rate of the bond would be closer to the current rate of 2.00% than the maximum. The bond's maturity is expected to be 7 years, keeping the footprint of the original bonds.

It is anticipated that the sale of the bonds would occur on or around September 30, 2021. Staff would proceed with the bond closing on or after October 1, 2021. The bond will be sold by competitive sale. It is the recommendation of the City's financial advisor and staff that, based on the current market for water bonds, the size of the bond, and the financially sound standing of the City, a competitive sale would provide the best interest rates and, therefore savings to the Water Fund and water users.

Funding Source

Debt service for water revenue bonds will be funded through water service fees and water impact fees, and has been included in the rate structure, which was adopted as part of the FY22 fee schedule and included in the long-range Water Fund Financial Model.

Exhibits

- A - Park City Water Revenue Refunding Bond Resolution
- B – Bond Purchase Agreement
- C – Thirteenth Supplemental Indenture

D – [Preliminary Official Statement \(Link\)](#)

Park City, Utah

September 2, 2021

The City Council (the “Council”) of Park City, Utah, met in regular public session at the regular meeting place of the Council in Park City, Utah, on September 2, 2021, at the hour of 6:00 p.m., with the following members of the Council being present:

Andy Beerman	Mayor
Max Doilney	Councilmember
Becca Gerber	Councilmember
Tim Henney	Councilmember
Steve Joyce	Councilmember
Nann Worel	Councilmember

Also present:

Michelle Kellogg	City Recorder
------------------	---------------

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 2, 2021, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 21-2021

A RESOLUTION OF THE CITY COUNCIL OF PARK CITY, UTAH (THE “ISSUER”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$7,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE REFUNDING BONDS, SERIES 2021; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE, A PRELIMINARY OFFICIAL STATEMENT, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of the Issuer desires to (a) refund certain outstanding water bonds of the Issuer (the “Refunded Bonds”), (b) fund a debt service reserve requirement, if necessary, and (c) pay costs of issuance with respect to the Series 2021 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Water Revenue Refunding Bonds, Series 2021 (the “Series 2021 Bonds”) (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended and other relevant provisions of law (collectively, the “Act”), (b) this Resolution, and (c) a General Indenture of Trust (the “General Indenture”), and a Supplemental Indenture (the “Supplemental Indenture” and together with the General Indenture, the “Indenture”), with such Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that an issuing entity must give notice of its intent to issue bonds under the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the underwriter or

the purchaser (the “Underwriter/Purchaser”) selected by the Issuer for any portion of the Series 2021 Bonds; and

WHEREAS, in the event that the Designated Officer (defined below) determines that it is in the best interests of the Issuer to publicly offer all or a portion of the Series 2021 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) in substantially the form attached hereto as Exhibit D, and to approve a final Official Statement (the “Official Statement”) in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2021 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to the City Manager (or, in the event of the absence or incapacity of the City Manager, the Finance Manager, or in the event of the absence or incapacity of both the City Manager and the Finance Manager, the Mayor (the “Designated Officer”), the authority to (a) determine whether all or a portion of the Series 2021 Bonds should be sold pursuant to a private placement or a public offering; (b) approve the principal amounts, interest rates, terms, maturities, and purchase price at which the Series 2021 Bonds shall be sold; (c) make the final determination of the bonds to be refunded and (d) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”); and

WHEREAS, on April 16, 2020, the Council adopted Resolution No. 06-2020 (the “2020 Resolution”) authorizing the issuance of not to exceed \$160,000,000 aggregate principal amount of water revenue bonds (the “2020 Authorized Bonds”), and the Council may desire to issue the 2020 Authorized Bonds and the Series 2021 Bonds simultaneously;

NOW, THEREFORE, it is hereby resolved by the City Council of Park City, Utah, as follows:

Section 1. For the purpose of (a) refunding the Refunded Bonds and (b) paying costs of issuance of the Series 2021 Bonds, the Issuer hereby authorizes the issuance of the Series 2021 Bonds which shall be designated “Park City, Utah, Water Revenue Refunding Bonds, Series 2021” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed \$7,000,000. The Series 2021 Bonds shall mature in not more than seven (7) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed five percent (5.0%) per annum, as shall be approved by the Designated Officer, all within the Parameters set forth herein.

Section 2. The Designated Officer is hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2021 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The selection of the method of sale, the selection of the Underwriter/Purchaser

and the determination of the final terms for the Series 2021 Bonds by the Designated Officer shall be evidenced by the execution of the Bond Purchase Agreement if the Series 2021 Bonds are sold at a private or negotiated underwriting sale in substantially the form attached hereto as Exhibit C, or in the event that the Series 2021 Bonds are sold pursuant to a public competitive bid, a certificate of award executed by the Designated Officer. The form of the Bond Purchase Agreement is hereby authorized, approved and confirmed.

Section 3. The Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture and the Designated Officer is hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officer within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officer is hereby authorized to select the Underwriter/Purchaser.

Section 4. Should the Designated Officer determine to have the Series 2021 Bonds underwritten, the Issuer hereby authorizes the utilization of the Preliminary Official Statement in the form attached hereto as Exhibit D in the marketing of the Series 2021 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 5. The Designated Officer or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Preliminary Official Statement, the Official Statement, the Series 2021 Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2021 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2021 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2021 Bonds and to deliver said Series 2021 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The Designated Officer or other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2021 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2021 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2021 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2021 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The Designated Officer and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement permitted under the Indenture and tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2021 Bonds are delivered by the Trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2021 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. In accordance with the provisions of the Act, the City Recorder will cause a “Notice of Bonds to be Issued” to be (i) published one (1) time in the Park Record, a newspaper of general circulation in the Issuer, (ii) posted on the Utah Public Notice Website (<http://pmn.utah.gov>) and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution and the Indenture to be kept on file in the City Recorder’s office, for public examination during the regular business hours of the Issuer until at least thirty (30) days after the date of publication thereof. The “Notice of Bonds to be Issued” shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”), that on September 2, 2021, the City Council (the “Council”) of Park City, Utah (the “Issuer”), adopted a resolution (the “Resolution”) in which it authorized the issuance of the Issuer’s Water Revenue Refunding Bonds, Series 2021 (the “Series 2021 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer).

PURPOSE FOR ISSUING THE SERIES 2021 BONDS

The Series 2021 Bonds will be issued for the purpose of (a) refunding certain outstanding bonds of the Issuer, (b) funding a debt service reserve requirement, if necessary, and (c) paying costs of issuance of the Series 2021 Bonds.

PARAMETERS OF THE SERIES 2021 BONDS

The Issuer intends to issue the Series 2021 Bonds in the aggregate principal amount of not more than Seven Million Dollars (\$7,000,000), to mature in not more than seven (7) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed five percent (5.0%) per annum. The Series 2021 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General and a Supplemental Indenture (together, the “Indenture”) which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2021 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2021 Bonds for any reason and at any time up to the issuance of the Series 2021 Bonds.

A copy of the Resolution and the Indenture are on file in the office of Park City, 445 Marsac Avenue, Park City, Utah, where they may be examined during regular business hours of the Issuer from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (as it pertains to the Series 2021 Bonds), or the Series 2021 Bonds, or any provision made for the security and payment of the Series 2021 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 2, 2021.

/s/ Michelle Kellogg
City Recorder

Section 12. The Issuer hereby reserves the right to (i) opt not to issue the Series 2021 Bonds for any reason or (ii) issue the Series 2021 Bonds simultaneously with any portion of the 2020 Authorized Bonds.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this September 2, 2021.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

I, Michelle Kellogg, the duly appointed and qualified City Recorder of Park City, Utah (the “Issuer”), do hereby certify according to the records of the City Council of the Issuer (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 2, 2021, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 2, 2021, and pursuant to the Resolution, there will be published a Notice of Bonds to be Issued (a) one time in the Park Record, a newspaper having general circulation within the Issuer, (b) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Issuer, this September 2, 2021.

(SEAL)

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Michelle Kellogg, the undersigned City Recorder of Park City, Utah (the “Issuer”), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 2, 2021, public meeting held by the City Council of the Issuer (the “City Council”) as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Issuer at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted _____ at the principal office of the Issuer and (ii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 2, 2021.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document Nos. ____ and ____)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. ____)

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. ____)

BOND PURCHASE AGREEMENT

\$ _____
Park City, Utah
Water Revenue Refunding Bonds,
Series 2021

_____, 2021

Park City
445 Marsac Avenue
Park City, Utah 84060

The undersigned, _____, as the underwriter of the hereinafter defined Series 2021 Bonds (the “Underwriter”), acting on behalf of the Underwriter and not as fiduciary or agent for you, offers to enter into this Bond Purchase Agreement (the “Purchase Agreement”) with Park City, Utah (the “Issuer”) which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer’s \$ _____ aggregate principal amount of Water Revenue Refunding Bonds, Series 2021 (the “Series 2021 Bonds”), at a purchase price of \$ _____ (representing the principal amount of the Series 2021 Bonds, plus a net reoffering premium of \$ _____ and less an Underwriter’s discount of \$ _____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2021 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Schedule A hereto.

(b) The Series 2021 Bonds shall be as described in the Official Statement dated _____, 2021, of the Issuer relating to the Series 2021 Bonds (together with all appendices thereto, the “Official Statement”), shall be issued and secured under and pursuant to (i) the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and other applicable provisions of law; (ii) a General Indenture of Trust dated as of December 1, 2002, as previously amended and supplemented (the “General Indenture”), as further

supplemented by a Fourth Supplemental Indenture of Trust dated as of _____ 1, 2021 (the “Fourth Supplemental Indenture” and together with the General Indenture, the “Indenture”) each by and between the Issuer and Zions Bancorporation, National Association, as trustee (the “Trustee”); and all as authorized pursuant to a resolution adopted by the Board of Trustees of the Issuer on _____, 2021 (the “Resolution”). The Series 2021 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act. The Series 2021 Bonds are payable from and secured solely by the Revenues (as further defined in the Indenture).

(c) The proceeds from the sale of the Series 2021 Bonds will be used for the purpose of (i) refunding certain outstanding water bonds of the Issuer and (ii) paying costs of issuance of the Series 2021 Bonds.

(d) The Indenture, the Series 2021 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below), and this Purchase Agreement are sometimes referred to collectively herein as the “Transaction Documents.”

(e) The Underwriter agrees to make a bona fide public offering of the Series 2021 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary or desirable, in its discretion, in connection with the marketing of the Series 2021 Bonds and offer and sell the Series 2021 Bonds to certain dealers (including dealers depositing the Series 2021 Bonds into investment trusts), unit investment trusts, money market funds, and others, certain of which may be sponsored or managed by the Underwriter, at prices lower than the initial offering prices or yields greater than the yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2021 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2021 Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.

(b) Except as otherwise set forth in Schedule A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2021 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the

execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2021 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2021 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2021 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2021 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2021 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2021 Bonds.

(c) The Underwriter confirms that it has offered the Series 2021 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2021 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2021 Bonds, the Underwriter will neither offer nor sell unsold Series 2021 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2021 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allocated to it, whether or not

the Closing Date has occurred, until either all Series 2021 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2021 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2021 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2021 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2021 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2021 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2021 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2021 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2021 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party

distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2021 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2021 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2021 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2021 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2021 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2021 Bonds to the public),

(iii) a purchaser of any of the Series 2021 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Agreement, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide sufficient copies of the Official Statement to the Underwriter no later than the earlier of (i) seven (7) business days from the date hereof or (ii) two (2) business days prior to the Closing Date (as defined herein) in order to permit the Underwriter to comply with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and the applicable requirements of the Municipal Securities Rulemaking Board (the “MSRB”), with respect to distribution of the Official Statement. The Issuer shall prepare the Official Statement, including any amendments thereto, in electronic, word-searchable PDF format as described in the MSRB’s Rule G-32 and shall provide such

Official Statement to the Underwriter no later than two (2) days prior to the Closing Date. The Official Statement shall be substantially the same (except for insertions, deletions and changes contemplated in the Preliminary Official Statement and this Purchase Agreement) as the Preliminary Official Statement and shall contain only those substantive changes as are approved by the Underwriter.

(b) The Issuer has heretofore “deemed final” the Preliminary Official Statement dated _____, 2021 and relating to the Series 2021 Bonds (the “Preliminary Official Statement”) for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2021 Bonds.

(c) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix D to the Preliminary Official Statement and will also be set forth as Appendix D to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2021, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the “Closing Date”), the Issuer will cause the Series 2021 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2021 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the “Closing”). The Series 2021 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2021 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to

consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The Board of Trustees of the Issuer has duly adopted the Resolution, has duly authorized and approved the execution and distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2021 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2021 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2021 Bonds.

Section 2.5. Except as described in the Preliminary Official Statement and Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, or to the knowledge of the Issuer, any meritorious basis therefor, (a) wherein an unfavorable decision, ruling or finding would have a material adverse effect on the Revenues, or the financial condition of the Issuer; (b) affecting the existence of the Issuer or the titles of its officers to their respective offices; (c) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2021 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (d) in any way contesting or affecting the validity or enforceability of the Series 2021 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (e) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (f) contesting the powers of the Issuer or any

authority for the issuance of the Series 2021 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Series 2021 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2021 Bonds, the Transaction Documents, and this Purchase Agreement, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Agreement or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2021 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2021 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions “THE SERIES 2021 BONDS—Book-Entry Only System,” “MISCELLANEOUS,” “APPENDIX B,” and “APPENDIX F.”

Section 2.10. The Issuer has not otherwise pledged or assigned the Revenues other than to secure and pay the Series 2021 Bonds and the Series 2021 Bonds enjoy a first lien and pledge on the Revenues.

Section 2.11. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2021 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.12. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2021 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2021 Bonds.

Section 2.13. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2021 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2021 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.14. If between the date of this Purchase Agreement and 25 days following the “end of the underwriting period” (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer, at the Issuer’s expense, will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and will furnish, at the Issuer’s expense, the Underwriter a reasonable number of copies of such supplement or amendment. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Agreement by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2021 Bonds.

Section 2.15. When executed by the respective parties thereto, this Purchase Agreement and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.16. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Agreement and any and all other agreements relating thereto.

Section 2.17. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.18. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations.

Section 2.19. The Issuer's audited financial statements as of, and for the year ended _____, a copy of which has heretofore been delivered to the Underwriter, present fairly the financial position of the Issuer at _____, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Agreement are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since _____, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since _____, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations.

Section 2.20. Except as described in the Preliminary Official Statement and Official Statement, for the last five years the Issuer has been in compliance with each and every continuing disclosure undertaking it has entered into.

Section 2.21. Between the date hereof and the Closing Date, the Issuer will not take any action that would cause the representations and warranties contained in this Section 2 of this Purchase Agreement to be untrue as of the Closing Date. On the Closing Date, the Issuer shall deliver or cause to be delivered all opinions, certificates and other documents to be delivered by it or on its behalf as provided for in this Purchase Contract, and to deliver such additional certificates and other documents as the Underwriter may reasonably request to evidence performance of or compliance with the provisions of this Purchase Contract and the transactions contemplated by the Official Statement and the Transaction Documents, all such certificates and other documents to be reasonably satisfactory in form and substance to the Underwriter.

Section 2.22. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2021 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

Section 2.23. Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions described in this Purchase Agreement, shall be

deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

Section 2.24. The Issuer shall not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2021 Bonds.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Agreement in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2021 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal

income tax purposes of interest to be received by any owners of the Series 2021 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2021 Bonds to be registered under the Securities Act or any other “security,” as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2021 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2021 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2021 Bonds, including any action relating to the tax status of the Series 2021 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix E to the Official Statement, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis (or escalation thereof), financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter’s ability to market the Series 2021 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2021 Bonds or any other obligations of the Issuer or to the Insurer by S&P Global Ratings (“S&P”), Fitch Ratings, Inc. (“Fitch”), or Moody’s Investors Service, Inc.

(“Moody’s”), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2021 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2021 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2021 Bonds, any of the proceedings of the Issuer or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2021 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2021 Bonds.

(c) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix C to the Official Statement;

(ii) [The letter of Gilmore & Bell, P.C., as Disclosure Counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;]

(iii) The opinion of counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer’s certificate, dated the Closing Date, signed by the Mayor of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2021 Bonds, the collection of Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2021 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2021 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax

purposes of interest on the Series 2021 Bonds, (iii) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (iv) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Revenues or the pledge of the Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2021 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) A copy of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) A copy of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2021 Bonds, including the use of proceeds of sale of the Series 2021 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of each of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2021 Bonds have received a rating of “___”;

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

Section 4.1. The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2021 Bonds. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and disclosure counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; and (e) Trustee fees. The provisions of this Section 4.1 shall survive termination of this Purchase Agreement.

Section 4.2. The Underwriter shall pay and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2021 Bonds, including any costs or expenses related to CUSIP Service Bureau fees and any counsel retained by the Underwriter. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Agreement.

ARTICLE V

GENERAL

Section 5.1. Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter, _____, _____. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to Park City, 445 Marsac Avenue, Park City, Utah 84060, Attention: _____.

Section 5.2. This Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2021 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

Section 5.3. This Purchase Agreement shall be governed by the laws of the State of Utah.

Section 5.4. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.5. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2021 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2021 Bonds. The Issuer has retained Zions Public Finance Inc. as its Independent Registered Municipal Advisor in this transaction.

Section 5.6. This Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

[Signature Page(s) Follow]

This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Purchase Agreement shall become effective upon the execution by _____ and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

Accepted at _____ [a.m./p.m.]
Utah time, as of the date first stated above:

PARK CITY, UTAH

By: _____

Title: _____

SCHEDULE A

\$_____

Park City, Utah

Water Revenue Refunding Bonds,
Series 2021

Maturity Date (____)	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	<u>Price</u>	Pricing <u>Rule</u>
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EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

\$ _____

Park City, Utah

Water Revenue Refunding Bonds,
Series 2021

The undersigned, on behalf of _____ (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Park City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Agreement (the "Purchase Agreement") by and between the Original Purchaser and the Issuer, dated _____, 2021 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Agreement.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Schedule A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including

direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

“Purchaser” means _____, on its own behalf and as representative of each Underwriting Firm.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

[UNDERWRITER]

By: _____

Its: _____

SCHEDULE A – [*same as in Bond Purchase Agreement*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

THIRTEENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____ 1, 2021

by and between

PARK CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

Supplementing the
General Indenture of Trust
Dated as of May 1, 2017

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Thirteenth Supplemental INDENTURE OF TRUST

This Thirteenth Supplemental Indenture of Trust, dated as of _____ 1, 2021, by and between Park City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and Zions Bancorporation, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the “Trustee”);

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of May 1, 2017, as heretofore supplemented (the “General Indenture”) with the Trustee; and

WHEREAS, the Issuer desires to issue a series of bonds to refund and retire its Water Revenue Bonds, Series ____ (the “Refunded Bonds”); and

WHEREAS, to (i) refund and retire the Refunded Bonds and (ii) pay the costs of issuance, the Issuer has determined to issue its Water Revenue Refunding Bonds, Series 2021 in the aggregate principal amount of \$_____ (the “Series 2021 Bonds”); and

WHEREAS, pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Act”), and the General Indenture which authorizes the issuance of Refunding Bonds, the Issuer has the authority to issue bonds for the purposes set forth above; and

WHEREAS, the Series 2021 Bonds are issued on a parity with the Issuer’s Outstanding Series ____ Bonds (the “Parity Bonds”), and are entitled to an equal lien pledge of the Issuer’s Net Revenues (as defined in the General Indenture);

WHEREAS, the Series 2021 Bonds will be authorized, issued and secured under the General Indenture, as supplemented by this Thirteenth Supplemental Indenture (the “Thirteenth Supplemental Indenture,” and collectively with the General Indenture, and any amendments or supplements thereto or hereto, the “Indenture”); and

WHEREAS, the execution and delivery of the Series 2021 Bonds and of this Thirteenth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2021 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Thirteenth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS Thirteenth Supplemental INDENTURE OF TRUST WITNESSETH, that to secure the Series 2021 Bonds and all other Bonds Outstanding and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in

consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Thirteenth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers of Security Instrument for any Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1. Supplemental Indenture. This Thirteenth Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2. Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Cede” means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

“Dated Date” means the date of delivery of the Series 2021 Bonds.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Interest Payment Date” means, with respect to the Series 2021 Bonds, each _____ and _____, commencing _____.

“Purchaser” means _____.

“Refunded Bonds” means the Issuer Water Revenue Bonds, Series _____.

“Series 2021 Bonds” means the Water Revenue Refunding Bonds, Series 2021, herein authorized.

ARTICLE II

ISSUANCE OF THE SERIES 2021 BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2021 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs incurred in connection with the issuance of the Series 2021 Bonds. The Series 2021 Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form in the denominations of Five Thousand Dollars (\$5,000) each or any integral multiple thereof, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months. The Series 2021 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Water Revenue Refunding Bonds, Series 2021.”

Section 2.2. Date, Maturities and Interest. The Series 2021 Bonds shall be dated as of the Dated Date, and shall mature on _____ in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2021 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date

(_____)

Principal Amount

Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3. Optional Redemption. The Series 2021 Bonds maturing on or before _____ are not subject to redemption prior to maturity. The Series 2021 Bonds maturing on or after _____ are subject to redemption prior to maturity in whole or in part at the option of the Issuer on _____ or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer at a redemption price equal to 100% of the principal amount of the Series 2021 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.

Section 2.4. Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2021 Bonds and the Clerk to countersign and attest by facsimile or manual signature the Series 2021 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2021 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2021 Bonds.

Section 2.5. Delivery of Bonds. It is hereby determined that the Series 2021 Bonds shall be authenticated and delivered to the Underwriter upon compliance with the General Indenture and payment of the purchase price thereof.

Section 2.6. Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2021 Bonds, acceptance of which appointment shall be evidenced by execution of this Thirteenth Supplemental Indenture by the Registrar.

Section 2.7. Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2021 Bonds, acceptance of which appointment shall be evidenced by execution of this Thirteenth Supplemental Indenture by the Paying Agent.

Section 2.8. Limited Obligation. The Series 2021 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2021 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.9. Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2021 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated

1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

Section 2.10. Compliance with General Indenture for the Issuance of Additional Bonds. The Series 2021 Bonds are issued as Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2021 Bonds.

Section 2.11. Book-Entry System. (a) Except as provided in paragraphs (b) and (c) of this Section 2.11 the Registered Owner of all Series 2021 Bonds shall be, and the Series 2021 Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.11, “DTC”). Payment of the interest on any Series 2021 Bond shall be made in accordance with the provisions of this Thirteenth Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2021 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2021 Bonds. Upon initial issuance, the ownership of each such Series 2021 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2021 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2021 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2021 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2021 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2021 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2021 Bond, (2) giving notices of redemption and other matters with respect to such Series 2021 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2021 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2021 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer’s obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.11, no person other than DTC shall receive a Bond

evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Thirteenth Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Thirteenth Supplemental Indenture, the word “Cede” in this Thirteenth Supplemental Indenture shall refer to such new nominee of DTC.

(c) Except as provided in paragraph (c)(iii) of this Section 2.11, and notwithstanding any other provisions of this Thirteenth Supplemental Indenture, the Series 2021 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2021 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2021 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2021 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2021 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2021 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2021 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2021 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2021 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2021 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2021 Bonds pursuant to subsection (d)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2021 Bonds pursuant to subsection (d)(i) or subsection (d)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the

Series 2021 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2021 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2021 Bonds.

(iv) Notwithstanding any other provision of this Thirteenth Supplemental Indenture to the contrary, so long as any Series 2021 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2021 Bond and all notices with respect to such Series 2021 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2021 Bonds registered in the name of Cede pursuant to this Thirteenth Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

ARTICLE III

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1. Creation of Series 2021 Accounts. There is hereby established with the Trustee a Series 2021 Costs of Issuance Account.

Section 3.2. Application of Proceeds of the Series 2021 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2021 Bonds in the amount of \$_____, being an amount equal to the principal amount thereof, plus a reoffering premium of \$_____, and less a purchaser's discount of \$_____, and the Trustee shall deposit said proceeds into the following account:

(a) \$_____ shall be deposited into the bond fund for the Refunded Bonds; and

(b) \$_____ shall be deposited into the Series 2021 Costs of Issuance Account to pay costs of issuance.

Section 3.3. Disbursements from Series 2021 Cost of Issuance Account. Costs of issuance shall be paid by the Trustee from the Series 2021 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request, in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining

in the Series 2021 Cost of Issuance Account 60 days after delivery of the Series 2021 Bonds shall be paid to the Issuer.

Section 3.4. No Series 2021 Reserve Requirement For purposes of the Series 2021 Bonds, there is no debt service reserve requirement.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

As supplemented by this Thirteenth Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, the Thirteenth Supplemental Indenture, and this Thirteenth Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Thirteenth Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V

MISCELLANEOUS

Section 5.1. Confirmation of Sale of Series 2021 Bonds. The sale of the Series 2021 Bonds to the Purchaser at a price of \$_____, is hereby ratified, confirmed and approved.

Section 5.2. Severability. If any provision of this Thirteenth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this Thirteenth Supplemental Indenture contained, shall not affect the remaining portions of this Thirteenth Supplemental Indenture, or any part thereof.

Section 5.3. Counterparts. This Thirteenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.4. Applicable Law. THIS Thirteenth Supplemental INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE OF UTAH.

Section 5.5. Effective Date. This Thirteenth Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Thirteenth Supplemental Indenture of Trust to be executed as of the date first written above.

PARK CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

Clerk

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____

Title: _____

EXHIBIT A

(FORM OF SERIES 2021 BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) 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 such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
PARK CITY, UTAH
WATER REVENUE REFUNDING BOND
SERIES 2021

Number R - _____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____ %	_____	_____, 2021	

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS*****

Park City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _____ and _____ of each year, commencing _____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the designated offices of Zions Bancorporation, National Association, Corporate Trust Department, One South Main Street, 12th Floor, Salt Lake City, Utah 84133 ("Trustee" and "Paying Agent") or its successors. Principal payments due to mandatory sinking fund redemption may be noted on the Record of Principal Payments attached hereto and upon signature of an authorized officer of the Registered Owner, the principal amount of this Bond shall be reduced by the payment of principal thereof on the dates and amounts indicated on such Record of Principal Payments without the surrender of the Bond to the Paying Agent. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying

Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the “Water Revenue Refunding Bonds, Series 2021” (the “Series 2021 Bonds”) in the aggregate principal amount of \$_____ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of December 1, 2002, as heretofore supplemented, and as further supplemented by an Thirteenth Supplemental Indenture of Trust dated as of _____ 1, 2021 (collectively the “Indenture”) approved by resolution adopted on _____, 2021 (the “Bond Resolution”), for the purpose of (i) refunding certain outstanding water revenue bonds of the Issuer and (ii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated “Park City, Utah Water Revenue Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues (as defined in the Indenture) derived and to be derived from the Issuer’s water system (the “System”) all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2021 Bonds and certain other outstanding bonds as described under the Indenture (the “Outstanding Parity Bonds”) shall be payable only from the Revenues (as defined in the Indenture) and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2021 Bonds and the Outstanding Parity Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2021 Bonds, the terms upon which the Series 2021 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

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

Interest on the Series 2021 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2021 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2021 Bonds shall be in default, interest on the Series 2021 Bonds issued in exchange for Series 2021 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2021 Bonds surrendered.

[The Series 2021 Bonds are subject to optional redemption as provided in the Indenture.]

The Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated corporate offices of Zions Bancorporation, National Association (the “Registrar”), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its Clerk under its corporate seal or a facsimile thereof.

PARK CITY, UTAH

(SEAL)

(facsimile or manual signature)

Mayor

COUNTERSIGN:

(facsimile or manual signature)

Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Water Revenue Refunding Bonds, Series 2021 of Park City,
Utah.

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

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

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

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

Pursuant to Section 3.3 of the Thirteenth Supplemental Indenture of Trust dated as of _____ 1, 2021, you are hereby authorized to pay to the following costs of issuance from the Series 2021 Cost of Issuance Account:

(See Attached Schedule)

AUTHORIZED REPRESENTATIVE,
PARK CITY, UTAH

Costs of Issuance

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
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Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Temporary Artwork for the Arts District

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Temporary Art at the Arts District Staff Report](#)

City Council Staff Report

Subject: Temporary Artwork at Art District Approval
Author: Jenny Diersen
Department: Economic Development
Date: September 2, 2021
Type of Item: Administrative

Recommendation

Review and approve temporary artwork on City Property at the future home of the Park City Arts and Culture District (District).

Executive Summary

The City hired the Park City Summit County Arts Council (Arts Council) as the Programming Manager. One of the Arts Council's tasks included coordinating temporary art installations involving the community and local artists and working with the community and Public Art Advisory Board (PAAB) to include their expertise. The [Call for Art](#) focused on highlighting local talent and adding vibrancy to engage, connect and inspire the community through the celebration of local arts and culture.

Background

On [June 24](#) ([minutes](#) p.1 / [audio](#)) and [July 1](#) ([minutes](#) p.4 / [audio](#)), Council reviewed and approved Temporary Activations at the District as a Level Two event. The vote was not unanimous. Staff outlined temporary art installations as part of Programming Manager's scope which are not part of the event permit. The artwork approval will go through Outdoor Display of Works of Art process. Staff has worked on the event, named Bonanza Art Park, and plans to kick off activation on Tuesday, August 31, with programming to continue through October 31, 2021, if not later. The temporary artwork will be executed during September if approved.

According to Section 15-4-15 of the Park City Municipal Code, [Outdoor Display of Works of Art on City-Owned Property](#), City Council conducts a final review and takes action; Council may ask the Planning Commission or the City's Public Art Advisory Board (PAAB) for their recommendation before taking action. The City shall make all necessary agreements/permits before installation.

Per the [Public Art Policies](#), the PAAB also makes recommendations through a staff Liaison to the City Manager and City Council regarding strategic planning, acquisition, expenditures, funding and budgetary requests, project identification, donations, proposals or qualifications, maintenance, repair, re-site, or deaccession of public art. Staff proactively approached PAAB to obtain their review and recommendation. Staff proactively approached PAAB to obtain their review and recommendation.

Analysis

The Arts Council released a Call for Entries in [English](#) and [Spanish](#) and promoted it to Summit County artists and local organizations. Arts Council received [15 submissions](#) and considered the artwork with a nine-person community panel before bringing it to the PAAB for consideration.

PAAB met in a Special Meeting on August 27, 2021, and reviewed the artwork. Six of the eight-member board were in attendance, held according to the Open Public Meetings Act and promoted through social media platforms.

PAAB held a public hearing and did not receive any public input. One PAAB member had questions about weather resistance and building code compliance. Staff explained the artwork was temporary and that the Building Department would finalize safety requirements for installation. The Arts Council recommended 11 temporary artworks based on the guidelines outlined in the Call for Artists and review from the community panel:

Cube Series

[AD Allegretti](#) – AD believes that our community is connected by our mutual passion for the artistic beauty of the outdoors. Her work will depict the four seasons and the activities we enjoy together as a community in our beautiful natural environment.

[Karen Kendall and Kelly Franklin](#) – Karen and Kelly work as an artist team, combining painting and sculptural artwork. Their proposal depicts the theme of four seasons and connectedness of people as they travel along the same path through the seasons.

[Chloe Taurel/PC Figure Skating Club](#) – Chloe's collaborative artwork follows the theme of environment and four seasons. This is a youth led project.

Court Series

[Blake Peterson](#) – Blake's abstract work uses one line depicting a theme that we are all continuously connected.

[Caitlyn Barhorst](#) – Caitlyn is traditionally a fiber artist who will use abstract painting process to creates interconnected colorful forms with intersecting pathways.

Panel Series

[Marley Wright](#) – Marley's artwork follows a theme of our wildlife and animals of the Mountain West and how they are connected.

[Anna Leigh Moore](#) – Anna's artwork follows the theme of 'Stay Rooted – Grow Tall' showcasing wild sunflowers that adorn our mountain tops and roadsides.

[Emily Loughlin](#) – Artwork theme depicts a rainbow path as representation of interconnected pathways to show how our lives weave together.

[Emily Miquelon](#) – Artwork theme depicts Pop Art style 'Welcome to Park City' sign with ski slopes and rainbow houses downtown. Community members are encouraged to come and place stickers on the artwork just like people do with the 'Welcome to Utah' signs on the State's borders.

[Bridgette Meinhold](#) – Theme surrounds raising awareness of forest fires This is an interactive project that the community can participate in using ash ink which Bridgette made from the 2018 Uinta Fires.

[Rachel/Connect](#) – Rachel’s artwork focuses on wildlife and themes of Mental Health Awareness.

Five members of PAAB made a positive recommendation to City Council. One member abstained, hoping to confirm building code compliance before approving the designs.

Staff recommends approving the temporary artwork as the themes align with the Call for Artists that the Summit County Arts Council distributed and PAAB concurrence.

Funding

The City funds the temporary art installations for the Bonanza Art Park event through Operating Transient Room Tax funds estimated at \$12,000. The costs are within existing budgets and part of the budget for temporary activations approved by the Council.

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the Historic Park City Alliance Temporary Chalk Art Project on City Property
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Chalk the Town Staff Report](#)

[Exhibit A: HPCA Chalk of the Town Artwork Proposal](#)

City Council Staff Report

Subject: HPCA Chalk the Town – Display of Art on City Property
Author: Jenny Diersen
Department: Economic Development
Date: September 2, 2021
Type of Item: Administrative

Recommendation

Review and approve HPCA's Fall Chalk of the Town temporary artwork on City Property.

Executive Summary

Historic Park City Alliance (HPCA) requests the use of City Property for the Fall [Chalk the Town project](#). The second phase of the project uses four areas of City property (sidewalks). The Public Art Advisory Board (PAAB) met and reviewed the temporary artwork proposal (Exhibit A) and recommended moving forward with the project. One chalk art design will be completed each Sunday from September 2 to September 26 during the remaining Car Free Sundays.

Background

On [April 29, staff provided a Public Art Update](#), which included HPCA's request for Chalk of the Town, a temporary chalk art display. Staff provided a [Staff Communications report on May 13](#) with the recommended designs. In May, HPCA executed the spring phase of the project. During routine City maintenance, the City accidentally removed one of the temporary artworks while cleaning the garbage compactor on Swede Alley. The City pledged to replace the lost chalk art at a time and location convenient for the artist and HPCA.

According to Section 15-4-15 of the Park City Municipal Code, [Outdoor Display of Works of Art on City-Owned Property](#), City Council conducts a final review and takes action on such requests; Council may ask the Planning Commission or PAAB for their recommendation before taking action. The City shall make all necessary agreements/permits before installation.

Per the [Public Art Policies](#), the PAAB can make recommendations through a staff Liaison to the City Manager and City Council regarding strategic planning, acquisition, expenditures, funding and budgetary requests, project identification, donations, proposals or qualifications, maintenance, repair, re-site, or deaccession of public art. Staff proactively approached PAAB to obtain their review and recommendation.

Analysis

HPCA provided temporary chalk artwork designs (Exhibit A) to the City for review on August 17. Staff coordinated with the Streets and Parks Departments to review the proposed locations, timeline, designs, and maintenance, and there were no concerns.

HPCA will oversee the installation process. Artwork is temporary and will fade naturally with the weather.

The PAAB met in a Special Meeting on August 27 and reviewed and discussed the temporary chalk artwork. Seven of the eight-member board were in attendance, and a public hearing was held, and no input was received. PAAB discussed the locations of the artwork, and staff clarified HPCA's preferred locations on upper Main Street to help create pedestrian circulation throughout the district. PAAB unanimously recommended forwarding a positive recommendation to the City Council.

Staff recommends entering into an agreement with HPCA in a form approved by the City Attorney for use of City Property.

Funding

The City will pay for one of the four chalk art installations to replace the design accidentally removed (costs estimated at \$1,500). No other funding is needed.

Exhibits

Exhibit A: HPCA Fall Chalk the Town Art Concepts



Updated: August 12, 2021

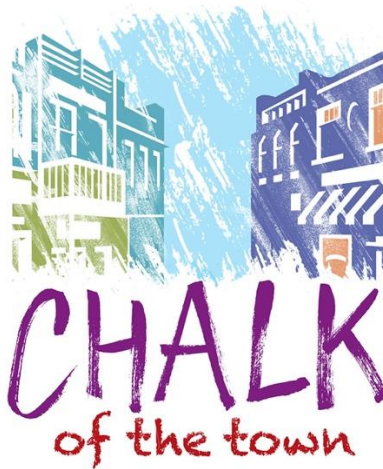
HISTORIC PARK CITY CHALK ART INSTALLATION "CHALK OF THE TOWN"

Phase 2: Sept. 5, Sept. 12, Sept. 19, Sept. 26

About:

The Historic Park City Alliance looks to increase animation and activation along Historic Main Street as we celebrate the beginning and end of Park City's summer season. Through the use of professional artists, the organization looks to become the Chalk of the Town as artists create dynamic, life-sized chalk art installations along Main Street gathering spaces.

The installations serve to drive traffic to the district as the artists create their installations and once the works are completed and the works become *Instagrammable* moments and, of course, *THE CHALK OF THE TOWN*".



The organization will host one artist each week for three to four weeks each phase of the project. The inaugural "*Chalk of the Town*" would kick-off just Labor Day weekend with the working on-site Sunday. If additional time is needed by the artist, HPCA will coordinate additional access leading up to Sunday's activation.

The intent of the program is to encourage visitation to Park City through the use of an artistic, cultural expression. The creations will be strategically placed throughout the

historic district to encourage visitors to stroll the entire street while shopping and dining throughout their experience.

Artists will be encouraged to design their work around iconic experiences and/or scenes representative of the region. This public art installation uses **cultural tourism** to support the business community.

Project Timeline:

Date	Activation
August 5 - 10	Artist Outreach
August 16	Artist Submissions to City Council
August 25, 2021	Press Release
Sept. 2, 2021	City Council Approval
Sept. 3 – September 26	Advertising in-market (?)
Sept. 3 - 5, 2021	Sarah Means outside of Gorsuch 410-430-0279, sarahmeansart@gmail.com
Sept. 12	M'Lynn Suwinski
Sept. 19	Camille Grimshaw
Sept. 26	Brittany Shelpler, bms-helper@gmail.com or 208.699.1799

Operational Plan:

The Historic Park City Alliance expects the *Chalk of the Town* to attract members of the Park City community and visitors from outside of the region. The event is designed to drive visitation to Main Street mid-week as the artists are working and over the weekend to experience the finished installation allowing spectators the opportunity to visit at their convenience rather than encouraging a large mass gathering. We expect an estimate of 1,000 – 1,500 attendees to each installation over the duration of each week.

Artists will be use children's sidewalk chalk to create the base of their project and pastel chalks for the remainder of the project. Artists will be required to provide their own chalks and materials.

The Historic Park City Alliance does not plan to maintain the works. They will remain on the sidewalk until faded due to the elements.

The Historic Park City Alliance agrees it is responsible for any loss or claim arising out of the activity' in the final Chalk of the Town Project.

Permission for use of properties:

The HPCA has identified the following installation locations:

Installation Map

1. Sidewalk below Gorsuch
2. Egyptian Sidewalk
3. TMI Stairway
4. Sidewalk below Gorsuch

Installation #1

Artist: Sarah Means

September 3-5

Final Work: September 5

Location: Sidewalk below Gorsuch



Installation #2

Artist: M'Lynn Suwinski

Final Work: September 12

Location: TBD



Installation #3



Final Work: September 19
Location: Egyptian Theatre Sidewalk
Artist: Camille Grimshaw

Installation #4



September 26
Location: TMI Stairwell
Artist: Brittany Shepler

Fall 2021 Budget

Line Item	Fall Installation
Artists Stipend	\$3,750
Regional Marketing	\$2,000
Local Marketing	\$1,250
Brand Development	\$500
Contingency	
Total	\$7,500

Outlet	Audience	Budget
Genius Monkey	Wasatch Front Regional Audience // Day Tripper	\$2,000
Local	Paid Social Media	\$500
Local	Park Record	\$750
Brand / Creative	Lucy Jordan	\$500
Historic Park City owned channels	Website Facebook Instagram	n/a

Total		\$3,750
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Artists Outreach // Possibilities

Meisha reached out to each of these artists Friday, August 6.

- M'Lynn Suwinski <goofproofjeans@gmail.com>
- Camille Grimshaw - Camille@camillioncreations.com
- Nicole Smith - newsies12@comcast.net
- Brittany Shepler – bmshepler@gmail.com

Council Agenda Item Report

Meeting Date: September 2, 2021

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the Sale of an Affordable Rental Unit in Kings Crown Subdivision, Located at 1271 Lowell Avenue, #B101 , Park City, Utah
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Sale of Kings Crown Employee Unit Staff Report](#)

[Exhibit A: CCRs for Kings Crown Buildings B, C, & D](#)



Housing Authority Staff Report

Subject: King's Crown Sale of Employee Unit #B101
Author: Rhoda J. Stauffer, Affordable Housing
Date: September 2, 2021
Type of Item: Administrative

Recommendation

Review the proposal made by the Kings Crown developer to sell the affordable rental unit in Building B, #B101, consider public input, and approve the proposal.

Summary

The Applicant is developing King's Crown at Park City with a total of 65 market-rate residential units, including:

- 31 Condominiums in four buildings;
- 7 townhomes; and
- 27 single-family lots.

In accordance with [Park City Housing Resolution 03-2017](#), development agreements resulting from Master Planned Developments (MPD) trigger a housing obligation of 15% of the number of residential units built and 20% of employees generated in commercial projects. This project does not have any commercial units.

The housing obligation generated by this development is 9 AUEs (8,100 SF). The developer has gone beyond the housing requirement and produced 9 affordable units in Building A, one attainable unit in building A, and one affordable unit in Building B.

The Deed Restrictions recorded against Unit #B101 allow for rental or sale of the unit. According to the Deed Restriction, Section 2.9, the Housing Authority must approve a sale to a qualified household.

Because a) the deed restrictions allow for the sale of the unit, b) the proposed buyer is already on the City's list of qualified buyers, and c) the CC&Rs protect the affordability of the units by limiting the HOA fees, Staff recommends approving the sale of the unit.

Background

On January 10, 2018, the Park City Planning Commission approved the MPD for the Kings Crown at Park City project ([staff report linked here](#), page 354) and entered into a [Development Agreement](#) which was ratified by the Planning Commission on June 13 and recorded on June 14, 2018. On August 8, 2018, Park City Planning Commission forwarded a positive recommendation, and on August 30, the Park City Housing

Authority approved a Housing Mitigation Plan proposed by CRH Partners, LLC. The Action Letter verifying the approval is [attached here](#).

On May 29, 2019, the Applicant received approval from the Housing Authority to amend the Housing Mitigation Plan to converted two attainable units to affordable and remove income limits for the remaining five attainable condo units. The Applicant also added an affordable condo unit to one of the market rate condominium buildings. Building B's total number of residential units increased, resulting in an additional affordable unit equivalents (AUE) obligation. Please find first amended action letter [attached here](#).

On November 21, 2019, the Applicant received approval to amend the Housing Mitigation Plan and change Unit #B101 in Building B from common area to private, making the potential future sale of the condo unit possible. Please find the Action Letter verifying the 2nd amendment approval [attached here](#).

Analysis

The original intent for Unit #B101 was for housing on-site staff such as a general manager or maintenance or landscaping staff to service all units on the site. The current property maintenance manager – a qualified household – has requested to be able to purchase the unit.

Section 2.9 of the Deed Restriction ([Linked here](#)) states the following:

2.9 DETERMINATION THAT UNIT IS NO LONGER NEEDED AS A RENTAL UNIT. Should the City determine, based on an independent housing needs assessment, that the Unit is no longer necessary as a rental unit to satisfy the affordable/employee housing needs in Park City, the Initial Owner may sell the Unit to a Qualified Buyer according to the Restrictions on the Sale of Unit to Qualified Buyers provided in Article 3. The Park City Housing Authority or its successor shall make the final determination of whether the affordable and housing needs of Park City will be best met by the Unit's continuance as an affordable rental or by its availability for Sale to Qualified Buyers as an Owner Occupied Unit.

The most recent study of housing needs was a regional assessment completed in May of 2019. The study was completed by James Wood who is the Ivory Boyer Senior Fellow, Kem C. Gardner Policy Institute, University of Utah. The study can be viewed at [this LINK](#). The study projected an annual need for new rental units in Park City from 2019 to 2023 to be 64 (68 per year for ownership units). Based on the current direction from City Council, many of the projects being considered (private developer obligations, public/private partnerships and city-sponsored development) are being designed as rental units. The projection for potential new ownership units is much lower.

While the developer as a private entity isn't required to utilize the City's waitlist of qualified candidates for sale of the unit, the buyer is in fact on the City's waitlist and has been approved for an affordable purchase. Under Section 1.25.3 of the Deed Restrictions, the sale of the unit is restricted to households earning 80% or less of AMI for a family of two (\$77,312 in annual income). The price for the sale of Unit #B101(a 756 SF one-bedroom unit) will be \$351,874. While this price is equal to those of the two-bedroom units in Building A – the workforce housing building – there are additional

amenities available to this unit. All the amenities of the market condos in Buildings B, C & D are available to the owner of #B101. The amenities include but are not limited to the following: ski lockers, owner's deck and lounge, outdoor heated pool with hot tub, exercise room, fire pit, game room and more.

Units in Buildings B, C & D are market units. To protect the affordability of Unit #B101, in Section 8.7 of the CCRs for Buildings B, C & D, par value and HOA dues are set at 25% of the value/fees on the market units within the building. Based on this calculation, the initial monthly HOA dues will be \$100 compared to the market units that pay between \$426 & \$1,162 per month, depending on size.

Based on the following, staff recommends that the Housing Authority approve the sale of the unit:

- The interested buyer is the target household for this unit (on-site staff),
- The deed restrictions allow for the sale of the unit,
- Sale of the unit institutes the City's right of first refusal on all future sales of the unit,
- Few projects planned for the near future include for-sale units, and
- The CC&Rs protect the affordability of the units by limiting the HOA fees.

Department Review

This report has been reviewed by the Community Development and Executive departments and the City Attorney's Office.

Funding Source

N/A

Attachments

EXHIBIT A – CCRs for Kings Crown Condominiums, Buildings B, C & D

ENTRY NO. 01123378

12/10/2019 02:54:44 PM B: 2544 P: 1026

Declaration PAGE 1/67

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 74.00 BY METRO NATIONAL TITLE



WHEN RECORDED, RETURN TO:

CRG Development, LLC

2590 Sidewinder Drive

Park City, UT 84060-7437

Attn: Rory Murphy

The foregoing is the name and address of
the person to receive service of process on
behalf of the Project and the Association,
as defined herein.

DECLARATION OF CONDOMINIUM

FOR

KING'S CROWN CONDOMINIUMS

**DECLARATION OF CONDOMINIUM
FOR
KING'S CROWN CONDOMINIUMS**

THIS DECLARATION OF CONDOMINIUM FOR KING'S CROWN CONDOMINIUMS (the or this "Declaration") is effective as of DECEMBER 9, 2019, and is made and executed by CRG Development, LLC, a Utah limited liability company ("Declarant"), for itself, its successors and assigns, pursuant to the provisions of Title 57, Chapter 8, Utah Code Annotated, as amended ("Act").

1. RECITALS.

1.1 Declarant holds both legal and equitable title to the real property located in the County of Summit, State of Utah, hereinafter more particularly described, upon which Declarant desires to develop a condominium project.

1.2 As required by the Act recorded simultaneously with this Declaration is a Condominium Plat of the Project.

1.3 The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

1.4 Declarant has incorporated the Association, which Association will maintain the Common Areas and Facilities within the Project as hereinafter described, provide for the management and operation of the Common Areas, levy and collect Common Assessments, and other assessments as described herein, and administer and enforce the terms of this Declaration.

1.5 All capitalized terms used in this Declaration shall have the definitions as set forth herein.

1.6 The Project shall be known as King's Crown Condominiums and is intended to be a condominium project pursuant to the Act.

2. DEFINITIONS.

2.1 Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Article 2.

2.2 Act shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code).

2.3 Affordable Unit shall mean Unit B101 of the Project, which is restricted for rental or sale in accordance with Affordable Unit Deed Restriction required by the City, as set forth in Section 8.7 below.

2.4 Affordable Unit Deed Restriction shall mean the Deed Restriction Protecting the Affordability and Sustainability of the Employee Unit B101 at King's Crown Condominiums, Building B executed by Declarant and by the City, which shall be recorded concurrently with

this Declaration and which imposes limitations on the ownership, occupancy, transfer and rental of the Affordable Unit.

2.5 Amendment shall mean any amendment to this Declaration made in accordance with the Declaration and the Act.

2.6 Articles shall mean the Articles of Incorporation of King's Crown Condominiums Owners Association, Inc.

2.7 Association shall mean King's Crown Condominiums Owners Association, Inc., a Utah nonprofit corporation, organized for the purposes set forth in this Declaration.

2.8 Association Working Capital Fund shall mean the term as defined in Section 20.4.

2.9 Buildings shall mean the building constructed as part of the Project, as described in Section 3.2.

2.10 Bylaws shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit C, as amended from time to time.

2.11 City shall mean Park City, Utah and Park City Municipal Corporation.

2.12 Common Area Manager shall mean the person, firm or company designated by the Association to manage, in whole or in part, the affairs of the Association and the Common Areas and Facilities.

2.13 Common Areas and Facilities shall mean all portions of the Project other than the Units, as described in Article 5 hereof. The ownership of the Common Areas and Facilities is described in Article 5 hereof.

2.14 Common Assessments shall mean those assessments described in Article 20 to fund the Common Expenses, and include Regular Common Assessments and Special Common Assessments and any other assessments levied by the Association.

2.15 Common Expense Fund shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments.

2.16 Common Expenses shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, all premiums for insurance obtained by the Association for the benefit of the Project, and all other expenses denominated as Common Expenses by this Declaration or by the Act.

2.17 Cost of Living Index shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1982-1984 = 100 compiled by the Bureau of Labor Statistics, United States Department of Labor. The Index for June 2014 is the reference base index. Declarant may select any other comparable index which measures changes in the cost of living.

2.18 County shall mean Summit County, Utah.

2.19 Declarant shall mean CRG Development, LLC, a Utah limited liability company, or any successor in interest as provided in the Act and in Article 26 below.

2.20 Declaration shall mean this Declaration of Condominium for King's Crown Condominiums, and all amendments, modifications and supplements hereto.

2.21 Developmental Rights shall mean the exercise any of the rights set forth in Article 10 hereof.

2.22 Eligible Mortgagee shall mean and refer to a First Mortgagee that has requested notice of certain matters from the Association in accordance with Section 18.1 of this Declaration.

2.23 Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities designated by the Declaration or the Act, or designated from time to time by the Management Committee, or as may be shown on the Plat, for the exclusive use of one or more, but fewer than all, of the Units.

2.24 Management Committee shall mean the Board of Directors of the Association, appointed or elected in accordance with this Declaration and the Bylaws.

2.25 Master Association shall mean King's Crown at Park City Owners Association, Inc., a Utah nonprofit corporation, organized for the purposes set forth in the Master Declaration.

2.26 Master Association Assessments shall mean the assessments that may be determined and assessed by the Master Association pursuant to the terms of the Master Declaration and which shall be payable by an Owner of a Unit within the Project pursuant to the terms of the Master Declaration.

2.27 Master Declaration shall mean the Master Declaration of Covenants, Conditions and Restrictions for King's Crown at Park City executed by CRG Development, LLC, a Utah limited liability company, and by the Master Association dated May 9, 2018, which was recorded in the Office of the Recorder of Summit County, Utah on May 16, 2018 as Entry No. 01091848 in Book 2462, beginning at Page 1532.

2.28 Mortgage shall mean any mortgage, deed of trust, or other security instrument (including the seller's rights under a contract for deed) by which a Unit or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

2.29 Mortgagee shall mean any person or entity named as the mortgagee, beneficiary, or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. The City shall be considered a Mortgagee of the Affordable Unit for so long as the Affordable Unit Deed Restriction is in effect, and, as such, the City shall be entitled to access to Project and Association documents and

all notices, consents, and other rights as would be provided a Mortgagee of the Affordable Unit. A First Mortgagee shall mean any person or entity holding a First Mortgage, including any insurer or guarantor of a First Mortgage. Owner shall mean any person or entity, including Declarant, at any time owning a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Association). The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

2.30 Plat shall mean collectively the condominium plat entitled King's Crown Condominiums, as may be amended from time to time, a reduced copy of which is attached hereto as Exhibit B, as it may be amended from time to time pursuant to this Declaration and the Act. The Plat may be amended at such time as the Building is constructed in the event there are material changes in the Building or Unit boundaries or elevations as constructed. Such an amendment to the Plat is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners.

2.31 Project shall mean the Property, the Units, the Common Areas and Facilities, and all improvements submitted by this Declaration to the provisions of the Act.

2.32 Project Rules shall mean the rules that from time to time may be adopted, amended and repealed by the Management Committee pursuant to Section 11.25 of this Declaration.

2.33 Property shall mean that certain real property situated in Summit County, State of Utah, more particularly described in Section 3.1 hereinafter, on which the Buildings, the Units, the Common Areas and Facilities, and other improvements are located.

2.34 Regular Common Assessments shall mean the annual assessments levied by the Association to pay the budgeted Common Expenses.

2.35 Reserve Fund shall mean that separate fund created and maintained by the Association as required by section 57-8-7.5 of the Utah Code and as provided in Section 20.1.1 of this Declaration.

2.36 Residential Unit shall mean those Units created within the Project, as designated on the Plat, which shall be used and occupied solely for residential purposes.

2.37 Special Common Assessments shall mean assessments which the Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses, or other purposes as provided herein.

2.38 Square Footage shall mean the number of square feet of ground or floor space within each Unit, computed as provided in Section 4 and rounded off to a whole number, as set forth on the Plat and in Exhibit A attached hereto. Certain spaces within the Units including, without limitation, attics, basement space, garage space, and other areas may, but need not, be omitted from the calculation or be partially discounted by the use of a ratio, if the same basis of calculation is employed for all Units in the Project. The calculation of Square Footage as

contained in this Declaration and as shown on the Plat is final and binding upon all Owners, irrespective of any later measurement of such Square Footage.

2.39 Supplemental Plat shall mean any amendment to the Plat made in accordance with this Declaration and the Act.

2.40 Total Votes of the Association shall mean the total number of votes appertaining to all Units, as described in Article 21 hereof.

2.41 Unit shall mean and refer to an individual portion of the Project designated as a Residential Unit on the Plat and designed for separate ownership and occupancy as described in Section 4 hereof, which shall be used and occupied solely for residential purposes.

2.42 Unit Number shall mean the number, letter, or combination of numbers and letters that identifies only one Unit in the Project.

3. DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS AND SUBMISSION TO THE ACT.

3.1 The Property on which the Units and improvements are located is situated in Summit County, Utah and is more particularly described as follows:

A parcel of land located in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah, as more particularly described as follows:

All of Lot 2, King's Crown Subdivision, as recorded in the Office of the Recorder of Summit County, Utah.

3.2 The improvements will consist of three (3) Buildings containing a total of twenty-seven (27) Units. There will be three (3) below-ground, one-level parking structures, with a separate parking structure located beneath and connected to each of the three (3) Buildings, and the parking structures will contain a total of forty-six (46) parking spaces, with 12 parking spaces located within the parking structure below Building B, 12 parking spaces within the parking structure below Building C, and 22 parking spaces within the parking structure below Building D. The parking structures beneath the Buildings will be constructed of steel-reinforced concrete. The exterior of the Buildings will be of wood, metal, glass and stone. The roof of the Buildings will be sloped and finished with corrugated or sheet panel steel-type ("Cortin") roofing. The Buildings will be supplied with telephone, electricity, natural gas, water, and sewer service.

3.3 Declarant hereby submits the Property, the Buildings and all other improvements thereon to the provisions of the Act. All of the Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as a condominium project. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for the improvement of the Project and the division thereof into Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns

of the Declarant, and any person acquiring, leasing, subleasing, or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees, and successors.

4. DESCRIPTION OF UNITS.

4.1 The boundary lines of each Unit are as set forth on the Plat and consist of enclosed rooms bounded by the finished interior surfaces of the perimeter walls, ceilings, floors, doors, and windows thereof. The Units shall include the finished interior surfaces of any drywall, wall paneling, wood, tile, paint, wallpaper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames, shutters, awnings, doorsteps, stoops, and doors and door frames. A Unit shall also include any fireplace or stove hearth, facing brick, tile, or firebox. A Unit shall further include fixtures and hardware and all improvements contained within the finished interior surfaces of the perimeter walls, ceilings, and floors. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, or other utility services to the Unit and located within the finished interior surfaces of the walls, ceilings, and floors; provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit. The Square Footage for each Unit shall be based on the measurements for such Unit from the finished interior surfaces from its perimeter walls. The Plat and Exhibit A hereto contain the Unit Number and the Square Footage of each Unit in the Project.

5. DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES.

5.1 The Common Areas and Facilities shall mean and include the Property on which all Units are located and all portions of the Project not included as part of any Unit, including, but not by way of limitation: the foundation, columns, girders, beams, supports, perimeter and supporting walls, chimneys, flues, chimney cases, roofs, patios, decks, balconies, vestibules, entrances and exits of the Buildings; the mechanical installations of the Buildings consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, sewer, and heating and central air-conditioning which exist for use by one or more of the Owners, including the pipes, vents, ducts, flues, cable conduits, wires, telephone wire, and other similar utility installations used in connection therewith; trash rooms and storage rooms; the yards, sidewalks, walkways, parking areas, paths, grass, shrubbery, trees, planters, driveways, roadways, landscaping, gardens, and related facilities upon the Property; the pumps, tanks, motors, fans, storm drainage structures, compressors, ducts, and, in general, all apparatus, installations, and equipment of the Buildings existing for the use of one or more of the Owners; and, in general, all other parts of the Project designated by Declarant as Common Areas and Facilities and existing for the use of one or more of the Owners. In the event of a conflict between this Declaration and the Plat, the provisions of this Declaration shall control.

5.2 Except as adjusted for the Affordable Unit, as provided in Section 8.7 of this Declaration, the undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project shall be expressed as a percentage determined by a fraction, the numerator of which shall be the Square Footage contained within such Unit and the denominator of which

shall be the total Square Footage contained within all of the Units then subject to this Declaration, as set forth on the Plat and in Exhibit A attached hereto. Alternatively, such fraction or percentage may be expressed as a decimal number. Except as otherwise provided in this Declaration, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered. The sum of the undivided interests in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent (100%). Declarant, and the Management Committee following the expiration or termination of the period of Declarant control, is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent (100%).

5.3 As part of the development of the Project, Declarant intends to develop certain amenities which shall be considered Common Areas and Facilities, including certain Limited Common Areas and Facilities. Declarant makes no representation or warranty as to the exact nature of such amenities, whether or not they will be constructed as part of the Project, to the timing of completion of construction of any such amenities, or to the continuing operation, existence, location, or configuration of any such amenities. No purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in this Declaration. No Owner is entitled to rely on any statements or promises made to the contrary outside of this Declaration, including any statements or promises made by Declarant, its agents, employees, contractors, marketing representatives, or otherwise.

6. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

6.1 Limited Common Areas and Facilities means those parts of the Common Areas and Facilities which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Units. Without limiting the foregoing, the Limited Common Areas and Facilities shall include the specific parking space or spaces designated from time to time by the Management Committee for the exclusive use of the Owner of a designated Unit and also any balcony, deck, patio, entryway, or porch adjacent to a Unit, storage spaces located outside of such Units, any individual fireplace chimneys and flues in the Buildings, and individual water and sewer service lines, and any plumbing or other installation servicing a Unit, including, but not limited to, all such items designated as Limited Common Areas and Facilities on the Plat or as provided for by the Act. The deck, balcony, or patio and the fireplace chimneys which are accessible from, associated with, and which adjoin a particular Unit, without further reference thereto, shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners, except by invitation. No reference thereto need be made in any instrument of conveyance, encumbrance, or other instrument. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to the Units as shown on the Plat, or as designated from time to time by the Management Committee even if not designated on the Plat, or as specified in this Declaration. Owners may not reallocate Limited Common Areas and Facilities between or among Units in which they have an interest. Notwithstanding, Declarant hereby reserves the right and grants to the Association the right to reallocate Limited Common Areas and Facilities, including without limitation specific parking spaces, to the fullest extent permitted under the Act.

7. MASTER DECLARATION AND MASTER ASSOCIATION.

7.1 The Property and the Project that are subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth in this Declaration are and shall be subject to all of the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Master Declaration. Each and all of the provisions of the Master Declaration shall be deemed to run with the land comprising the Property and shall be a burden and benefit to any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees, and successors. The Owner of each Unit within the Project shall be a member of the Master Association, as provided in the Master Declaration, and shall be obligated to comply with all of the covenants, conditions, restrictions, uses, limitations and obligations set forth in the Master Declaration and shall be subject to and shall be obligated to pay all of the assessments of any nature levied by the Master Association and assessed against such Owner's Unit pursuant to and as authorized by the Master Declaration.

8. NATURE AND INCIDENTS OF UNIT OWNERSHIP.

8.1 Each Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved, and otherwise affected in accordance with the provisions of this Declaration.

8.2 Subject to the limitations contained in this Declaration, and subject to any rules and regulations adopted by Declarant or by the Association, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities, the non-exclusive right to use and enjoy any Limited Common Areas and Facilities designated for the exclusive use of such Owner along with the Owners of certain other designated Units, and the exclusive right to occupy and use such Owner's Unit and any Limited Common Areas and Facilities designated for the exclusive use by such Owner.

8.3 Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries. However, no Owner shall alter or replace the draperies, shades, or interior window coverings and/or window treatments of the windows in such Owner's Unit, including without limitation the color or finish thereof, without the prior written consent and approval of the Management Committee, which consent and approval may be withheld or conditioned in the sole discretion of the Management Committee. Each Owner shall keep the interior of such Owner's Unit, including without limitation, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that any such Unit should develop an unsanitary condition or fall into a state of disrepair and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary condition or state of disrepair. Except as provided in Section 9.8, Owners of adjoining Units may not reallocate or change the boundaries of such Units. No Owner may subdivide their Unit.

Notwithstanding the foregoing, the alteration of finish floor material in any Unit may result in damage of the approved sound ratings for such Unit. If any Owner desires to alter any finish flooring by replacing any areas of carpet with hardwood, stone, tile, or any other type of flooring, such Owner shall first install additional acoustical mat underlayment to the specifications provided by the Association.

8.4 The Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter into any Unit for the purpose of maintenance, repairs, including emergency repairs, and for the purpose of abating a nuisance, or a known or suspected dangerous or unlawful activity. To facilitate such right, each Owner shall provide a copy of the entry key, at such Owner's cost, to its respective Unit to the Management Committee, which may be utilized by the Management Committee or Common Area Manager solely for the purposes stated herein.

8.5 Nothing in this Declaration shall limit the rights of Declarant or any other Owner to operate the Unit(s) owned by it for transient rental purposes and subject to any rules and regulations adopted by Declarant or by the Association pertaining thereto.

8.6 The Association shall have the power to establish specific rules and regulations governing use of patios and deck areas.

8.7 Notwithstanding any other provisions in this Declaration that may be interpreted to the contrary, the Affordable Unit shall be subject at all times to the limitations and restrictions pertaining to the ownership, occupancy, transfer and rental of the Affordable Unit set forth in the Affordable Unit Deed Restriction, which shall be recorded in the Office of the Recorder of Summit County, Utah concurrently with the recording of this Declaration. All of the terms, conditions, limitations and other provisions of the Affordable Unit Deed Restriction are hereby incorporated by reference into this Declaration. In addition to the restrictions placed upon the Affordable Unit by the Affordable Unit Deed Restriction, the provisions of this Section 8.7 shall pertain to, affect and be binding upon the Affordable Unit and the Owner of the Affordable Unit. The Common Assessments assessed to and payable by the Owner of the Affordable Unit, based upon an amount per square foot of the Affordable Unit, shall be limited to and shall not exceed 25% of the amount per square foot assessed to and payable by the Owners of all of the other Units within the Project. The undivided interest in the Common Areas and Facilities appurtenant to the Affordable Unit shall be 25% of the fraction, the numerator of which is the Square Footage contained within the Affordable Unit and the denominator of which is the total Square Footage contained within all of the Units then subject to this Declaration. The remaining 75% of the fraction described in the preceding sentence shall be allocated on a prorata basis among the other Units within the Project, so that the sum of the undivided interests in the Common Areas and Facilities allocated to all of the Units within the Project shall at all times equal one hundred percent (100%).

9. TITLE TO UNITS.

9.1 Title to a Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

9.2 Title to no part of a Unit within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas and Facilities appurtenant to each Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth.

9.3 The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

9.4 Each Owner shall have the right to encumber his or her interest in a Unit with a Mortgage. However, no Owner shall attempt to nor shall have the right to encumber the Common Areas and Facilities or any part thereof, except the undivided interest therein appurtenant to his or her interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure of any such Mortgage, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

9.5 No labor performed or services or materials furnished with the consent of or at the request of an Owner may be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner (including interest in any portion of the Common Areas and Facilities) unless the other Owner has expressly consented to or requested the performance of such labor or furnishing of such services. Express consent shall be deemed to have been given by the Owner in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by the Association and provided for in the Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. In such event, the Owner may cause his or her Unit to be released from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his or her Unit.

9.6 Every contract for the sale of a Unit, and every other instrument affecting title to a Unit within the Project, may describe a Unit by the name of the Project, the recording date for this Declaration, the County wherein the Project is located and its Unit Number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Declaration.

9.7 Any person, on becoming an Owner, shall provide to the Secretary of the Association a photocopy of the recorded deed or other instrument or such other evidence as may be specified by the Management Committee under the Bylaws or the Association rules, vesting the person with the interest required to make him an Owner. At the same time, the Owner will provide to the Secretary of the Association the single name and address to which the Association may send any notices given pursuant to the governing documents of the Project. The Owner

shall state in such notice the voting interest in the Association to which the Owner believes he is entitled and the basis for that determination. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Owner shall give a new written notice to the Association containing all of the information required to be covered in the original notice. The Association will keep and preserve the most recent written notice received by the Association with respect to each Owner.

9.8 The Owners shall have the right to apply for an amendment to the Plat for the purpose of physically combining one or more Units with an adjoining Unit. An Owner must first obtain the consent of the Management Committee of the Association and all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. In order to accomplish such combination, an Owner may knock down or create additional interior walls subject to the terms of this Section and any other applicable provisions of this Declaration. Upon the combination of any Units, the Unit resulting from such combination shall be allocated the undivided interest of the predecessor Unit(s) in and to the Common Areas and Facilities. Such allocation shall be reflected by an amendment to Exhibit A hereto and the recordation of a Supplemental Plat. Upon the combination of any Units, the Unit resulting from such combination shall be deemed to be two Units (or if more than two Units are combined, then the actual number of Units that are combined) for all purposes of assessment by the Association. The cost and expense incurred for legal, architectural and/or engineering fees, and all other costs and expenses incurred by the Association shall be borne by the Owner(s) requesting such a change.

In order to combine any Units as provided above, the Owner(s) of such Units shall submit an application to the Management Committee, which application shall be executed by such Owner(s) and shall include: (a) evidence that the proposed combination of Units complies with all building codes, fire codes, and other applicable ordinances or resolutions adopted and enforced by the Association, the City, Summit County and the State of Utah, and that the proposed action does not violate the terms of any Mortgage encumbering the Units; (b) the proposed reallocations; (c) the proposed form of amendments to this Declaration, including the Plat, as may be necessary to show the Unit which is created by the combination of Units and its dimensions and identifying numbers; (d) a deposit against attorneys' fees and costs which the Owners and/or the Association may incur in reviewing and effectuating the transaction, in an amount reasonably estimated by the Management Committee; (e) evidence satisfactory to the Management Committee that the Owner(s) has obtained or caused to be obtained all requisite insurance in connection with any construction required to effect the proposed action; (f) indemnification of the Management Committee by the Owner(s) for any and all matters relating to the proposed action; and (g) such other information as may be reasonably requested by the Management Committee. To the extent possible, the Management Committee shall be permitted, at the expense of the Owner(s) of the applicable Units, to execute and record any Amendment and/or Supplemental Plat effectuating the combination of Units.

10. CERTAIN ADDITIONAL DEVELOPMENTAL RIGHTS.

The following additional Developmental Rights are hereby granted or reserved by Declarant:

10.1 Declarant hereby reserves an easement throughout the Project for a period of ten (10) years from the recording of this Declaration for the purpose of completing all improvements or correcting any deficiencies in the improvements contemplated by the Declaration and the Plat.

10.2 Declarant hereby reserves the right to maintain sales offices, management offices, signs advertising the Project and models in any of the Units which it owns or leases or on the Common Areas and Facilities of the Project for a period of ten (10) years from the recording of this Declaration. Declarant may relocate sales offices, management offices and models to other Units or Common Areas and Facilities at any time.

10.3 There is hereby established a period of Declarant control of the Association, during which period Declarant or persons designated by it shall have the authority to appoint and remove the Association officers and members of the Management Committee. The period of Declarant control shall terminate no later than the first to occur of the following events: (a) the date that is three (3) years following the date that this Declaration is recorded in the Office of the Recorder of Summit County, Utah, and (b) the date on which three-fourths of the undivided interest in the Common Areas and facilities of the Project have been conveyed by Declarant to the Owners of the Units within the Project. Declarant shall have the right to terminate the period of Declarant control of the Association at any time, at Declarant's sole discretion.

11. RESTRICTIONS ON USE.

The Units and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Management Committee, shall be used in accordance with the following restrictions.

11.1 No Unit shall be used for commercial purposes; provided, however, that nothing in this Subsection shall prevent (a) Declarant or an affiliated entity or a duly authorized agent from using any Unit owned or leased by Declarant as sales offices and model Units or a property management office as provided in Section 10.2 hereof, or (b) any Owner or his or her duly authorized agent from renting or assigning the use of his or her Residential Unit from time to time.

11.2 No noxious, offensive, or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done on or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance, or annoyance to Owners.

11.3 No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

11.4 Except as may be required by applicable law, no signs, flags, or advertising devices of any nature, including, without limitation, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger, and except as may be used by Declarant as part of its sales program. Notwithstanding the foregoing, the Management Committee may allow, pursuant to the Project Rules, the placing on a Unit of (i) a flagpole no greater than eight (8) feet in length for the purpose of displaying the national flag of the United States of America, which flag shall

be no greater than twenty (20) square feet in size, and (ii) one "For Sale" or "For Rent" sign in one window of such Unit, provided that the dimensions of such sign shall not exceed 18 inches by 24 inches in size.

11.5 No animals, livestock, or poultry of any kind shall be raised, bred, or kept at the Project, except that no more than two (2) dogs, and/or no more than two (2) cats and/or other typical small household pets may be kept in a Unit, subject to any additional rules and regulations adopted by the Association through the Management Committee. Under no circumstances shall any pets be kept, bred, or maintained for any commercial purpose. Notwithstanding this provision, no pet enclosures shall be erected, placed, or permitted to remain on any portion of the Common Areas and Facilities, nor shall pets be kept tied to any structure outside the Unit. The keeping of pets and their ingress and egress to the Common Areas and Facilities shall be subject to such rules and regulations as may be issued by the Management Committee. Pets shall not be walked on the Common Areas and Facilities, except for the purpose of ingress and egress to the Unit before and after walking the pet outside the boundary of the Project. Pets shall be on a leash at all times when outside a Unit. No pet shall be permitted to urinate or defecate on any portion of the Common Areas and Facilities, and the owner of such pet shall immediately remove feces left upon the Common Areas and Facilities by such Owner's pet. If the Owner or resident of the Project fails to abide by the rules and regulations and/or covenants applicable to pets, the Management Committee may bar such pet from use of or travel upon the Common Areas and Facilities. To the full extent permissible by applicable law, the Management Committee may subject ingress, egress, use or travel by a pet upon the Common Areas and Facilities to a user or maintenance fee, which may be a general fee for all similarly situated persons or a specific fee imposed for failure of an Owner or resident of the Project to abide by the rules, regulations, and/or covenants applicable to pets. In addition, any pet which endangers the health or welfare of any Owner, resident, invitee or guest of the Project or which creates a nuisance (such as, unreasonable barking, howling, whining, or scratching) or an unreasonable disturbance or is not a common household pet, as may be determined in the sole discretion of the Management Committee, must be permanently removed from the Project upon seven (7) days' written notice by the Management Committee.

11.6 The draperies, shades, and other interior window coverings in Units shall present a uniform appearance from the outside of the Units. All draperies, shades, window blinds, or other interior window coverings shall be installed only with the prior written approval of the Management Committee. The Management Committee shall have the right to establish rules requiring window coverings to present a uniform appearance from the exterior of the Building, which rules may be amended from time to time.

11.7 Except as otherwise provided in the Declaration and/or as approved on a Supplemental Plat, no Unit, or portions thereof, may be further divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership (as opposed to community property, tenancy in common, or other form of joint undivided ownership).

11.8 No Owner shall, without the prior written consent of the Management Committee, make or permit to be made any exterior alteration, improvement or addition, in or to any Unit. No Owner shall, without the prior written consent of the Management Committee, do any act that would impair the structural soundness or integrity of the Building or the safety of property,

impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement, or addition to the Common Areas and Facilities (including Limited Common Areas and Facilities).

11.9 There shall be no obstruction of the Common Areas and Facilities by any Owner. Owners shall neither store nor leave any of their property in the Common Areas and Facilities, other than within the Limited Common Areas and Facilities appurtenant to their Unit or within other portions of the Common Areas and Facilities designated by the Management Committee for storage purposes, except with the prior consent of the Management Committee.

11.10 Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the rate of insurance on the Project or any part thereof over what the Association (but for such activity) would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or guest, lessee, licensee, or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or her or his or her guests, lessees, licensees, or invitees.

11.11 No Owner shall violate the Project Rules for the use of Units and Common Areas and Facilities as adopted from time to time by Declarant or by the Association.

11.12 Except as permitted herein, to the full extent permissible under state and federal law, no television, radio, shortwave, microwave, satellite, flag or other antenna, pole, tower or dish shall be placed, constructed, or maintained upon any Unit unless such antenna, pole, tower or dish is fully and attractively screened or concealed so as not to be visible from neighboring property, which means of screening or concealment, and the location thereof shall be subject to the prior written approval of the Management Committee. As a condition to the installation of a satellite dish installed pursuant to this section, such satellite dish must receive a satellite programming service and such satellite dish shall be removed immediately following discontinuation of such service. The use, installation, and location of any satellite dish under this section is also subject to the Project Rules adopted by the Management Committee, as they may be adopted and amended from time to time.

11.13 No Unit, whether leased or owned, shall be used:

11.13.1 for the operation of a timesharing, fractional ownership, interval ownership, private residence club, vacation club, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program, regardless of whether such program utilizes a fixed or floating schedule, a first come-first served reservation system or any other arrangement; or

11.13.2 for the operation of a reservation or time-use system among co-Owners of a Unit, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

11.13.2.1 the ownership interest in such Unit is marketed for sale to the public subject to such system, or

11.13.2.2 the co-Owners are or were required as a condition of purchase of the ownership interest in such Unit to subject the interest to a pre-determined reservation or time-use system among co-Owners; or

11.13.3 in the marketing, offering, or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest, or other interest whereby the interest-holder acquires a right to participate in a reservation or time use system among the interest-holders, or among the interest-holders and others, involving the Unit, or involving the Unit and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system, and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed, or floating (such interest referred to herein as an "Interest"), if one or more of the following conditions exist:

11.13.3.1 the Interest is marketed for sale to members of the public,
or

11.13.3.2 the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others.

(all of the foregoing uses, systems, or programs described in this Section 11.14 are hereinafter called a "Timeshare Program").

11.13.4 Mere co-ownership of a Unit, ownership of a Unit by an entity, or short-term leasing of a Unit shall not create a Timeshare Program, unless it meets any of the conditions described above in this Section 11.14. The inclusion of a Unit in a nightly or other short term rental program shall not be considered to create a Timeshare Program. All use and occupancy arrangements falling within the definition of "timeshare interests" under the Utah Timeshare and Camp Resort Act (Utah Code Annotated §§ 57-19-1, *et seq.*) shall be considered Timeshare Programs, but a determination that any use and occupancy arrangements do not constitute a "timeshare interest" under such Act shall not be determinative of whether such arrangements constitute a Timeshare Program hereunder. It is intended that the definition of "Timeshare Program" hereunder shall be broader than, and not limited by, the definition of "timeshare interest" in the Timeshare and Camp Resort Act.

11.14 Any lease agreement between an Owner and a lessee respecting a Unit shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws, and any Project Rules of the Association, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All such lease agreements shall be in writing.

Other than the foregoing, there is no restriction on the right of any Owner to lease his or her Unit. An Owner shall be responsible and liable for any damage to the Project caused by its tenants.

11.15 The Project is located adjacent to a public skiing facility and recreation area (the "Ski Facility"), which may generate an unpredictable amount of visible, audible, and odorous impacts and disturbances from activities relating to the construction, operation, use, and maintenance thereof. The activities associated with the Ski Facility include, without limitation, (a) vehicular and residential traffic, including, without limitation (i) buses, vans, snowcats, snowmobiles, and other vehicles which transport residents and guests of the Ski Facility over, around, and through the Ski Facility, and (ii) construction vehicles and equipment; (b) activities relating to the construction, operation and maintenance of ski trails, skiways and skier bridges and tunnels relating to the Ski Facility, including, without limitation, (i) tree cutting and clearing, grading and earth moving, and other construction activities, (ii) construction, operation, and maintenance of access roads, snowmaking equipment and chair lifts, gondolas, and other skier transportation systems, (iii) operation of snowmaking equipment, and (iv) operation of snowgrooming vehicles and equipment and safety and supervision vehicles; and (c) activities relating to the use of the Ski Facility, including, without limitation, skiing, snow-boarding, hiking, horseback riding, bicycling, and other recreational activities and organized events and competitions relating to such activities.

11.16 Declarant is not the operator of the Ski Facility, and accordingly, Declarant cannot make and does not hereby make any representations relating thereto. Neither Declarant nor any of its employees or agents have made any representations regarding the continued operation of the Ski Facility or regarding the opening or closing dates of the Ski Facility in any given year.

11.17 No interest in or right to use any amenity located on or near the Project, such as spas, club facilities, ski facilities or the like, shall be conveyed to an Owner pursuant to this Declaration. The owners of nearby facilities shall have the right, in their sole discretion, to remove, relocate, discontinue operation, restrict access to, charge fees for the use of, sell interests in, or otherwise deal with such assets in their sole discretion without regard to any prior use of or benefit to any residents of the Project.

11.18 Ownership of real property in mountain areas involves certain inherent inconveniences and risks. These include, but are not limited to, (a) sliding snow and ice; (b) dripping water onto decks, porches and walkways from snow melt; (c) snow and ice build-up on decks and porches during winter months; (d) the need to remove snow from roofs and decks to prevent damage to these structures; (e) adverse travel conditions; (f) the effects of harsh weather and high altitude upon construction procedures and costs, building materials and finishes; (g) health risks from high altitude and severe weather; and (h) other inconveniences and risks arising from the high altitude and sometimes severe weather conditions in the Rocky Mountains.

11.19 Buyer acknowledges that other properties located in the vicinity of the Project may be developed pursuant to the land uses and restrictions set forth in the applicable zoning for such other properties, with no representation being made herein concerning the planned uses of

such other properties. Buyer acknowledges that the zoning for the property on which the Project is located and for other properties in the vicinity of the Project is established and governed by the Park City Land Management Code and certain agreements between the City and the Declarant, as the developer of the Project and agreements between the City and the developers of other properties in the vicinity of the Project, as the same may be amended or replaced, without notice, from time to time.

11.20 All Owners are given notice that use of their Units and the Common Areas and Facilities is limited by the Project Rules of the Association as modified from time to time. By acceptance of a deed, each Owner acknowledges and agrees that the use and enjoyment and marketability of the Owner's Unit can be affected by this provision and that the Project Rules may change from time to time.

11.21 No exterior or structural addition to or change or alteration to a Unit, the Common Areas and Facilities, or Limited Common Areas and Facilities (including the construction of any additional skylight, window, awning, or door) shall be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Management Committee as to harmony of external design and location in relation to surrounding structures and topography, and until the architectural control provisions of this Declaration shall have been properly satisfied. The alterations and changes described in this Section shall also be in compliance with and shall have received all approvals required by this Declaration and any applicable zoning and other laws, rules and regulations, including the Project Rules promulgated by the Association. After receiving the approval of the Management Committee, the Owner required to obtain such approval shall thereafter obtain all other approvals as may be required by this Declaration and by any governmental or quasi-governmental body having jurisdiction over the Property.

11.22 The parking spaces within the Project are part of the Common Areas and Facilities. Declarant and/or the Management Committee shall designate from time to time not less than one (1) specific parking space within the Common Areas and Facilities that may be used by the Owner of a specific Unit. During the period of time that a specific parking space has been designated by Declarant and/or the Management Committee for use by the Owner of a specific Unit, such specified parking space shall be deemed to be part of the Limited Common Areas and Facilities. However, any such designation shall not be deemed to be permanent in nature, and Declarant and/or the Management Committee shall have the right from time to time to change the specific parking space that is designated and assigned for the use by the Owner of each Unit. Consequently, the parking spaces within the Project shall not be deemed to be Limited Common Areas and Facilities that are permanently appurtenant to any Unit within the Project. The Management Committee shall have the right to adopt and amend from time to time rules and regulations regarding the use of the parking spaces and regarding the enforcement actions that may be taken by the Management Committee with respect to anyone who parks a motor vehicle in a parking space assigned and reserved for someone else.

11.23 Each Owner shall be permitted to park a passenger motor vehicle in the parking space or spaces designated for such Owner's Unit. No Owner shall have the right to authorize such Owner's guests or lessees to park in any unreserved parking spaces with the Project. The parking of vehicles, whether of Owners, or of guests, invitees, or lessees of Owners, in

unreserved parking spaces shall be controlled by and subject to the sole discretion of the Management Committee or Common Area Manager. Each Owner shall be prohibited from parking any recreational vehicle, boat, trailer, or similar vehicle, equipment, or accessory within the Project, including in any parking space assigned to the respective Unit. The Management Committee or Common Area Manager may enforce this provision by towing any vehicle, equipment, or accessory parked in violation of this provision, at the respective Owner's expense.

11.24 By a majority vote, the Management Committee may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the Project Rules. The Project Rules may restrict and govern the use of any area of the Project by any Owner, by the family of such Owner, or by any invitee, guest, licensee, or tenant of such Owner; provided, however, that the Project Rules shall not discriminate among Owners and shall be consistent with the Act, this Declaration, the Articles, and the Bylaws.

11.24.1 Notwithstanding any provision in this Declaration to the contrary, no rule, regulation or action of the Management Committee shall: (i) interfere with the reasonable use and enjoyment or operation of an Owner's Unit; or (ii) unreasonably impede Declarant's right to develop the Property.

11.24.2 ALL OWNERS ARE GIVEN NOTICE THAT THE USE OF THEIR UNIT AND THE COMMON AREAS AND FACILITIES IS LIMITED BY THE PROJECT RULES AS AMENDED, EXPANDED, AND OTHERWISE MODIFIED FROM TIME TO TIME. EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND MARKETABILITY OF HIS OR HER UNIT CAN BE AFFECTED BY THIS PROVISION AND THAT THE PROJECT RULES MAY CHANGE FROM TIME TO TIME. ALL PURCHASERS OF UNITS ARE ON NOTICE THAT THE MANAGEMENT COMMITTEE MAY ADOPT CHANGES TO THE PROJECT RULES FROM TIME TO TIME. COPIES OF THE CURRENT PROJECT RULES MAY BE OBTAINED FROM THE MANAGEMENT COMMITTEE.

11.25 During the period commencing on December 1 and continuing until the subsequent April 1 of each year, no Owner shall, without the prior written consent of the Management Committee, make or permit to be made any interior alteration, remodeling, improvement, or addition in or to any Unit, including without limitation any painting, removal or relocation of interior walls, refinishing or replacing any floor coverings, or any other similar type of activity. The purpose of this limitation is to prevent during such period of time any construction, remodeling or refurbishing activity within a Unit that might result in dust, noise, the presence of construction workers or construction vehicles within the Project, or any other activity that may be annoying to the Owners or occupants of other Units within the Project. The foregoing limitations shall not prevent the performance during such period of time of emergency repairs within any Unit.

12. ASSOCIATION AND MANAGEMENT COMMITTEE.

12.1 The persons or entities who are at the time of reference Owners shall, together with all other Owners, be members of the Association, the characteristics and nature of which are

determined by the Act, the Declaration, the Bylaws, the Articles, and other applicable Utah law. The Association shall be governed by the following provisions:

12.1.1 The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of not less than three (3) nor more than five (5) natural persons as provided in the Bylaws. The Management Committee shall be elected as provided in this Declaration and in the Bylaws.

12.1.2 Except as otherwise provided herein, the Management Committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

12.1.2.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

12.1.2.2 To engage the services of the Common Area Manager, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefor.

12.1.2.3 To operate, maintain, repair, improve, and replace the Common Areas and Facilities, and any other areas designated by the Declarant or Management Committee.

12.1.2.4 To determine and pay the Common Expenses.

12.1.2.5 To assess and collect the proportionate share of Common Expenses from the Owners, as provided in Article 20 hereinafter.

12.1.2.6 To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

12.1.2.7 To open bank accounts on behalf of the Association and to designate the signatories therefor.

12.1.2.8 To purchase, hold, sell, convey, mortgage, or lease any one or more Units in the name of the Association or its designee.

12.1.2.9 To bring, prosecute, and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Association, or the Project in excess of \$100,000 (as measured in year 2014 dollars and thereafter adjusted by the Cost of Living Index) without the prior approval of a majority of the Total Votes of the Association at a meeting or by written ballot distributed to Owners by mail; provided, any settlement which would be paid from proceeds of insurance which may be settled by the Association's insurance carrier and which

in either case results in no actual liability of funds of the Association in excess of \$100,000 shall not require Association approval.

12.1.2.10 To obtain insurance for the Association with respect to the Units and the Common Areas and Facilities, as well as worker's compensation insurance and all other types of insurance which the Association is authorized to obtain pursuant to the terms of this Declaration.

12.1.2.11 To repair or restore the Project following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act.

12.1.2.12 To own, purchase or lease, hold and sell, or otherwise dispose of items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Management Committee and to the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances, and office supplies.

12.1.2.13 To pledge, hypothecate, or otherwise encumber current or future Assessments for any purpose permitted under this Declaration.

12.1.2.14 To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws. The Association or the Management Committee shall make available to the Owners, Mortgagees and the holders, insurers, and guarantors of the First Mortgage on any Unit current copies of the Declaration, Articles, Bylaws, and other rules governing the Project and other books, records, and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances upon prior appointment.

12.1.2.15 To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit, if the same is necessary to protect or preserve the Project.

12.1.2.16 To prepare, adopt, amend, and disseminate budgets and other information from time to time in accordance with the terms of the Bylaws.

12.1.2.17 To grant easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project.

12.1.2.18 Subject to the limitations of Section 12.1.4, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the powers, duties and responsibilities referred to in this Section 12.1.

12.1.2.19 The Management Committee may convey or subject to a Mortgage all or portions of the Common Areas and Facilities of the Project, if Owners entitled to cast a majority of the Total Votes of the Association agree to that action at a meeting or by written ballot distributed to Owners by mail. Any such agreement shall comply with all other applicable provisions of the Act.

12.1.2.20 Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to any Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any other person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

12.1.2.21 When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for his or her losses or claims, and the Association shall undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and the Association may recover costs already expended from the member of the Management Committee who so acted with willful or wanton misfeasance or with gross negligence. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association.

12.1.3 Neither the Management Committee nor the Common Area Manager shall sell any property of the Association except as permitted by the Act and this Declaration.

12.1.4 The Association, acting through the Management Committee, may enter into a contract with a Common Area Manager for the management of the Project which complies with the requirements of Section 12.1.2 hereof as applicable to the Project and for the performance by the Common Area Manager of the duties of the Management Committee including without limitation those certain duties specified in Section 12.1.2 hereof. The Common Area Manager so engaged shall be responsible for managing the Project for the benefit of the Association and the Owners, and the Common Area Manager shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required to be performed by the Association itself. Any such management agreement executed on or before the termination of Declarant control of the appointment of the Management Committee as described in Section 10.3 may be terminated by the Association

without cause at any time after termination of such control. The above term and termination provisions shall not apply to any other types of service contracts.

12.2 NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE PROJECT, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE 14, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROJECT TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION, OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

13. MAINTENANCE, ALTERATION AND IMPROVEMENT.

13.1 The maintenance, replacement, and repair of the Common Areas and Facilities (including snow removal from sidewalks, parking lots, and driveways, at the discretion of the Management Committee) and any other areas designated by the Declarant shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. All incidental damages caused to a Unit by the maintenance, replacement, and repairs of the Common Areas and Facilities or utility services shall be repaired promptly, and the cost thereof shall be charged to the Association as a Common Expense.

13.2 Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association, its agents and contractors, shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas and Facilities, or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas and Facilities or to any Unit. The Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances, and any damage caused thereby shall be repaired by the Association.

13.3 Notwithstanding anything in this Declaration to the contrary, the Owner at the Owner's expense shall maintain and keep in repair the interior of the Unit, including the fixtures and utilities located in the Unit to the extent current repair shall be necessary in order to avoid damaging other Units or the Common Areas and Facilities. All fixtures, equipment, and utilities installed and included in a Unit serving only that Unit, commencing at a point where the fixtures, equipment, and utilities enter the Unit, shall be maintained and kept in repair by the Owner of that Unit. An Owner shall also maintain and keep in repair any entry door or doors serving such Unit. An Owner shall not allow any action or work that will impair the structural soundness of the improvements, impair the proper functioning of the utilities, heating, ventilation, or plumbing systems or integrity of the Building, or impair any easement or hereditament. Except as otherwise provided in this Declaration, an Owner shall also have the obligation to maintain and keep in repair all appurtenant Limited Common Areas and Facilities at such Owner's expense,

including any decks, if any, appurtenant to a Unit. No Owner shall alter any Common Areas and Facilities without the prior written consent of the Association.

13.4 In the event that portions of a Unit or other improvements are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained improvement lies with the Owner of the Unit, or in the event that such improvements are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after written notice to the Owner and the expiration of a thirty (30) day cure period, and with the approval of the Management Committee, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and other improvements to a condition of good order and repair; provided, however, if such repair and reconstruction due to an event of casualty cannot be reasonably performed within such thirty (30) day cure period, the Owner shall have such time as is reasonably required to perform such repair and reconstruction so long as the work has been commenced within such cure period and is diligently pursued to completion. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 20 of this Declaration.

13.5 Subsequent to the recording of the Plat and recording of this Declaration, no labor performed or materials furnished for use and incorporated in any Unit with the consent of or at the request of the Owner of the Unit or the Owner's agent, contractor or subcontractor shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas and Facilities, except as to the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien for labor performed or for materials furnished in work on such Owner's Unit against the Unit of another Owner or against the Common Areas and Facilities, or any part thereof,

13.6 At its own initiative or upon the written request of any Owner (if the Association determines that further action by the Association is proper), the Association shall enforce the indemnity provided by the provisions of Section 13.5 above by collecting from the Owner of the Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic's lien, including all costs and reasonable attorneys' fees incidental to the lien, and to obtain a release of such lien. In the event that the Owner of the Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven (7) days after the Association shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section, and such amount to be indemnified shall automatically become a default Assessment determined and levied against such Unit and enforceable by the Association in accordance with Article 20 below.

14. INSURANCE.

14.1 The Association shall at all times maintain in force and pay the premiums for insurance meeting the minimum requirements of Section 57-8-43 of the Utah Code, as such Section 57-8-43 of the Utah Code may be supplemented, amended, repealed, and/or replaced from time to time (the "Statutory Insurance Requirements"), and also meeting the following requirements, to the extent not inconsistent with the Statutory Insurance Requirements:

14.1.1 A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas and Facilities; all Buildings including all Units; fixtures, machinery, building service equipment, personal property and supplies comprising a part of the Common Areas and Facilities maintained for the service of the Project or owned by the Association, but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. As a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. If the Management Committee deems such advisable, the insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but no more) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). Unless the Management Committee otherwise determines, the maximum deductible amount for such a policy covering the Common Areas and Facilities shall be the lesser of Ten Thousand Dollars (\$10,000) or one percent (1%) of the policy face amount. However, for losses related to individual Units that are covered by such a policy, the deductible related to each individual Unit shall be the lesser of One Thousand Dollars (\$1,000) or one percent (1%) of the Unit's insurable value. Funds to cover these deductible amounts shall be included in the Association's operating reserve account.

14.1.2 The Association shall maintain in force and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, Building exteriors, public ways in the Project, all other areas of the Project that are under the Association's supervision, and any commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall be for at least Two Million Dollars (\$2,000,000) for bodily injury, including

deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use, including but not limited to (where economically feasible and if available), bailee's liability, elevator collision liability, garage keeper's liability, host liquor liability, contractual and all-written contract insurance, workers' compensation and employer's liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be canceled or substantially modified, by any party, without at least thirty (30) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

14.1.3 The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association, whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to the Common Area Manager, the Common Area Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Common Area Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. In addition, the Common Area Manager shall, within a reasonable time period, submit evidence to the Association that he or she has secured such fidelity insurance. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the Common Area Manager, as the case may be, at any given time during the term of each bond.

14.1.4 The name of the insured under each policy required to be maintained by Section 14.1 shall be the Association for the use and benefit of the individual Owners. (Said Owners shall be designated by name if required by law.) Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

14.1.5 Each policy required to be maintained by Section 14.1 shall contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located.

In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

14.1.6 Each policy required to be maintained by Section 14.1 shall provide, if available, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively or the Association; and the policy is primary in the event the Owner has other insurance covering the same loss.

14.1.7 In contracting for the policies of insurance required to be maintained by Section 14.1, the Management Committee shall make reasonable efforts to secure (where economically feasible and reasonably available) coverage commonly required by private mortgage investors for projects similar in construction, location and use.

14.1.8 Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any Insurance Trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

14.1.9 Each insurance policy maintained pursuant to the foregoing Sections 14.1.1, 14.1.2, and 14.1.3 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Management Committee, or the Association; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Management Committee, the Association, or Owner) from collecting insurance proceeds. The provisions of this Article 14 shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

14.1.10 All insurance policies shall be reviewed at least annually by the Management Committee in order to ascertain whether the coverage contained in the policies:

(1) is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or destroyed; and (2) complies in all respects with the Statutory Insurance Requirements. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration. In the event any of the insurance coverage provided for in this Article 14 is not available at a reasonable cost or is not reasonably necessary to provide the Project with adequate insurance protection, as determined by the Management Committee, the Management Committee shall have the right to obtain different insurance coverage or insurance coverage which does not meet all of the requirements of this Article 14 so long as, at all times, the Management Committee maintains insurance coverage on a basis which is consistent with the types and amounts of insurance coverage typically maintained for projects similar to the Project and that complies in all respects with the Statutory Insurance Requirements.

14.2 Notwithstanding anything in this Article 14 to the contrary, it shall be the responsibility of each Owner, at such Owner's expense, to maintain physical damage insurance on such Owner's personal property and furnishings and on any upgrade made to the structures and fixtures of the Owner's Unit. In addition, an Owner may obtain such other and additional insurance coverage on and in relation to the Owner's Unit as the Owner in the Owner's sole discretion shall conclude to be desirable. However, none of such insurance coverages obtained by such Owner shall affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage, nor shall such insurance coverage of an Owner result in apportionment of insurance proceeds as between policies of insurance of the Association and the Owner. An Owner shall be liable to the Association for the amount of any such diminution of insurance proceeds to the Association as a result of insurance coverage maintained by the Owner, and the Association shall be entitled to collect the amount of the diminution from the Owner as if the amount were a default Assessment, with the understanding that the Association may impose and foreclose a lien for the payment due. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners. Each Owner shall be responsible to provide insurance coverage for the amount of any additional value to any Unit caused by any improvement to the Unit made by such Owner and not initially made by Declarant, including, but not limited to, the value of structural upgrades or fixtures supplied by the Owner, or if the applicable insurance is to be provided by the Association, for any additional insurance costs associated with such increased value due to the improvements.

15. DESTRUCTION OR DAMAGE.

15.1 All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

15.2 Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

15.3 In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows:

15.3.1 The Association shall give timely written notice to any Eligible Mortgagee on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.

15.3.2 As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.

15.3.3 If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

15.3.4 If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Common Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Common Assessment shall be allocated and collected as provided in Section 20.1.3 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

15.3.5 If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least seventy-five percent (75%) of the votes of the Total Votes of the Association vote to carry out such repair and reconstruction. If, however, the Owners do not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy five percent (75%) of the votes of the Total Votes of the Association to carry out such repair and reconstruction and if, to the extent permitted by the Act, Eligible Mortgagees who represent at least fifty-one percent (51 %) of the votes of Units subject to Mortgages held by Eligible Mortgagees do not approve such repair and reconstruction, the Association shall record in the Office of the Recorder of Summit County, Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

15.3.5.1 the Project shall be deemed to be owned in common by the Owners;

15.3.5.2 Each Owner shall own an undivided interest in the Project equal to his or her ownership interest in the Common Areas and Facilities;

15.3.5.3 Any liens affecting any of the Units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

15.3.5.4 The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in an amount equal to the percentage of undivided interest owned by each Owner in the Project after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

15.3.6 In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

15.4 If the damage or destruction is to be repaired or reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein or except as expressly provided in the Act. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.

15.5 If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from Special Common Assessments made pursuant to Section 20.1.3 hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds. If there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in accordance with their undivided percentage interest in the Common Areas and Facilities.

15.6 This Article 15 shall not be amended unless Owners entitled to vote at least seventy-five percent (75%) of the Total Votes of the Association consent and agree to such

amendment and such consent and agreement is reflected in an instrument duly executed by the Association and recorded in accordance with the provisions of this Declaration.

16. TERMINATION.

16.1 Except as otherwise provided in Article 14 and Article 15, the Project may be terminated only by agreement of Owners entitled to vote all of the Total Votes of the Association.

16.2 All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded that their liens are transferred to the fractional ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership rights in the Project, its consent shall also be required to remove the Project from the provisions of the Act.

16.3 A termination agreement may provide that all the Project shall be sold following termination. If, pursuant to the termination agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

16.4 The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 16.1 and 16.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the Owners' respective undivided interest in the Common Areas and Facilities. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all Common Assessments and other obligations imposed on Owners by this Declaration.

16.5 Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lienholder,

17. EMINENT DOMAIN.

17.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury, or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee

and each Owner shall be entitled to notice thereof, and the Management Committee shall, and the Owners at their own respective expense may, participate in the proceedings incident thereto.

17.2 With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his or her ownership interest in the Common or Limited Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common or Limited Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended.

17.3 With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damages or destruction pursuant to Article 15 above and shall be deposited with the Management Committee as trustee. Even though the damages or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Management Committee as trustee. In the event an Owner refuses to so deposit his or her award with the Management Committee, then at the option of the Management Committee, either a Special Common Assessment shall be made against the defaulting Owner and his or her Unit in the amount of this award or the amount of such award shall be set off against any sum that thereafter may be payable to such Owner.

17.4 In the event the Project is removed from the provisions of the Act pursuant to Article 16 above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners respective undivided interests in the Common Areas and Facilities:

17.5 If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

17.5.1 If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage, and the excess, if any, shall be distributed to the Owner.

17.5.2 If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage, and the excess, if any, shall be distributed to the Owner thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Management Committee. The ownership interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

17.6 Changes in Units, in the Common Areas and Facilities, and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Article 17 shall be evidenced by an amendment to this Declaration and the Plat, which need not be approved by the Owners.

18. MORTGAGEE PROTECTION.

18.1 The City and, upon written request made to the Association, a First Mortgagee, or an insurer or governmental guarantor of a First Mortgage, provided such written request shall identify the name and address of such First Mortgagee, insurer, or governmental guarantor and Unit Number, any such First Mortgagee, insurer, or governmental guarantor, shall be entitled to timely written notice of:

18.1.1 Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a First Mortgage held, insured, or guaranteed by such First Mortgagee, insurer, or governmental guarantor;

18.1.2 Any delinquency in the payment of Common Assessments or charges owed by an Owner, whose Unit is subject to a First Mortgage held, insured, or guaranteed by such First Mortgagee, insurer, or governmental guarantor, which default remains uncured for a period of sixty (60) days;

18.1.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

18.1.4 Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 18.2 below or elsewhere herein.

18.1.5 Any judgment rendered against the Association.

18.2 Except as provided elsewhere in this Declaration, or except as provided by the Act, the vote or prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the Total Votes of the Association is required, in which case such specific provisions shall control), and Eligible Mortgagees holding First Mortgages on Units having at least fifty-one percent (51%) of the votes of the Units subject to First Mortgages held by Eligible Mortgagees shall be required to:

18.2.1 Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

18.2.2 Amend any material provision of the Declaration, Articles, Bylaws, or Plat. "Material provisions" include any provision affecting the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, to comply with applicable law, or for clarification only):

18.2.2.1 Voting rights;

18.2.2.2 Changes in the method of calculating the Common Assessments, obligations, maintenance fees, or other charges which may be levied against an Owner;

18.2.2.3 Reductions in reserves for maintenance, repair, and replacement of Common Areas and Facilities;

18.2.2.4 Responsibility for maintenance and repairs;

18.2.2.5 Reallocation of interests in the Common Areas and Facilities, except where otherwise specifically permitted by this Declaration, or rights to their use;

18.2.2.6 Convertibility of Units into Common Areas and Facilities or vice versa, except as otherwise permitted by this Declaration;

18.2.2.7 Substantial reduction in hazard or fidelity insurance requirements;

18.2.2.8 Imposition of any restrictions on the leasing of Units;

18.2.2.9 Imposition of any restrictions on Owner's right to sell or transfer his or her Unit;

18.2.2.10 Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or

18.2.2.11 The benefits of Eligible Mortgagees.

Any Mortgagee, insurer, or governmental guarantor who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within thirty (30) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

18.3 The Association shall maintain and have current copies of the Declaration, Articles, Bylaws, the Project Rules, and any other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of First Mortgages that are secured by Units in the Project. Generally, these documents shall be available during normal business hours upon prior appointment.

18.4 The lien or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit, if the First Mortgage was recorded before the delinquent assessment was due, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Unit shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No

assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit affected or previously affected by the First Mortgage concerned. All taxes, Common Assessments, and charges that may become liens prior to the First Mortgage under Utah law relate only to the individual Units and not to the Project as a whole.

18.5 In the event any taxes or other charges which may or have become a lien on the Common Areas and Facilities are not timely made, or in the event the required hazard insurance described in Section 14.1.1 lapses, is not maintained, or the premiums therefor are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

18.6 No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas and Facilities.

19. AMENDMENT.

19.1 Except as provided elsewhere in this Declaration, any amendment to this Declaration or the Plat shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the Recorder of Summit County, Utah of an instrument executed by the Association. In such instrument an officer or trustee of the Association shall certify that the vote required by this Section for amendment has occurred.

19.2 The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) to make technical corrections to fix mistakes or remove/clarify ambiguities; or (c) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Project or any Unit.

19.3 Anything in this Article 19 or in the Declaration to the contrary notwithstanding, Declarant also reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a state department of real estate (or similar agency), FHA, VA, the FHLMC or FNMA, and to further amend to the extent requested by any other federal, state, or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds

upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the nature of the qualifying reason for such Amendment pursuant to this Section 19.3. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an Amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any Amendment requested pursuant to the provisions of this Article 19 deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

19.4 Notwithstanding anything contained in this Declaration to the contrary, because the Plat has been recorded prior to the construction of the Units, Declarant reserves the right to unilaterally amend the Plat at any time and from time to time, if such amendment is deemed by Declarant necessary to make technical corrections, to satisfy the requirements of the City or any other governmental authority, to correct mistakes, remove/clarify ambiguities, or to accurately reflect the "as-built" Units on the Plat.

20. ASSESSMENT OF UNITS BY THE ASSOCIATION.

20.1 The making and collection of Common Assessments by the Association from Owners of Units for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

20.1.1 The Buildings identified on the Plat for the Project as Building B and Building C shall be constructed prior to the commencement of the construction of Building D, as shown on the Plat. Consequently, notwithstanding any other provision to the contrary set forth in this Declaration, until Building D has been constructed and the first Unit within Building D has been conveyed by Declarant to a purchaser of any such Unit, the Association shall allocate and assess the Common Expenses only to the Owners of the Units within Building B and Building C, consisting of Units B101, B102, B103, B201, B202, B301, B302, B401, C101, C102, C201, C202, C301, C302 and C401 (collectively referred to herein as the "Building B and Building C Units"). Subject to the limitations regarding the assessments of Common Expenses to the Owner of Unit B101 as the Affordable Unit, until the sale and conveyance by Declarant of the first Unit within Building D, the Common Expenses shall be allocated and assessed to the Owners of the Building B and Building C Units on a proportionate basis, with the percentage for each such Unit being determined by a fraction, the numerator of which shall be the Square Footage contained within such Unit and the denominator of which shall be the total Square Footage contained within all of the Building B and Building C Units. Following the sale and conveyance by Declarant of the first Unit within Building D, the Common Expenses thereafter shall be allocated and assessed to the Owners of all three (3) Buildings within the Project, and each Owner, including Declarant, for each Unit which it owns shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by such Owner. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one to be identified as the Reserve Fund. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Article 20 shall be the

Common Expense Fund. Common Assessments shall include Regular Common Assessments, Special Common Assessments, and any other assessments levied by the Association. Regular Common Assessments shall be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit and shall commence as to all Units in each phase of the Project on the first day of the month following the closing of the first sale of a Unit in such phase. The Association shall maintain an adequate and reasonable Reserve Fund to accumulate money to cover the cost of repairing, replacing, or restoring Common Areas and Facilities that have a useful life of no fewer than three (3) years but less than thirty (30) years, when the cost cannot reasonably be funded from the general budget or other funds of the Association for maintenance, repairs and replacement of the improvements within the Common Areas and Facilities that are to be maintained by the Association and that must be replaced on a periodic basis. The Reserve Fund shall be funded from the Common Assessments. The Reserve Fund shall be maintained by the Association in a bank account separate from the bank account maintained by the Association for the other funds of the Association. Pursuant to Section 57-8-7.5 of the Utah Code, the Management Committee shall cause a Reserve Fund analysis to be conducted on a periodic basis. After the initial Reserve Fund analysis is conducted, the Management Committee shall cause a Reserve Fund analysis to be conducted no less frequently than every six (6) years. The Management Committee shall also review and, if necessary, update a previously conducted Reserve Fund analysis no less frequently than every three (3) years. The Management Committee may conduct a Reserve Fund analysis itself or may engage a reliable person or organization, as determined by the Management Committee, to conduct the Reserve Fund analysis. The Management Committee may not use money in the Reserve Fund: (a) for daily maintenance expenses, unless a majority of the Owners vote to approve the use of the Reserve Fund money for that purpose; or (b) for any purpose other than the purpose for which the Reserve Fund was established. The Management Committee shall maintain the Reserve Fund separately from other funds of the Association. The foregoing may not be construed to limit the Management Committee from prudently investing money in the Reserve Fund, subject to any investment constraints imposed by this Declaration. Each year, the Association shall provide: (a) a summary of the most recent Reserve Fund analysis, including any updates, to each Owner; and (b) a complete copy of the most recent Reserve Fund analysis, including any updates, to an Owner upon request. The Association shall include a Reserve Fund line item in its annual budget. The amount of the Reserve Fund line item shall be determined by the Management Committee, based on the Reserve Fund analysis and the amount that the Management Committee determines is prudent under the circumstances. Within forty-five (45) days after the day on which the Association adopts its annual budget, the Owners may veto the Reserve Fund line item by a fifty-one percent (51%) vote of the Owners at a special meeting called by the Owners for the purpose of voting whether to veto a Reserve Fund line item. If the Owners vote to veto a Reserve Fund line item as provided in the previous sentence, and a Reserve Fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the Reserve Fund account in accordance with the previously approved Reserve Fund line item.

20.1.2 The Association may not impose a Regular Common Assessment per Unit which is more than twenty-five percent (25%) greater than the previous year's Regular Common Assessment, without first obtaining the affirmative vote of Owners, cast at a meeting of the Association at which a quorum is present. The Association shall provide notice, by first class

mail to all Owners, of any Regular Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Regular Common Assessment is due.

20.1.3 In addition to the Regular Common Assessments, the Association may levy in any calendar year, Special Common Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners. However, in any fiscal year, except as otherwise provided in this Declaration, the Management Committee shall not, without the affirmative vote of Owners, cast at a meeting at which a quorum is present, levy Special Common Assessments which in the aggregate exceed twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. These provisions with respect to the imposition or allocation of Special Common Assessments shall not apply when the special assessment against an Owner is a remedy utilized by the Management Committee to reimburse the Association for costs incurred in bringing the Owner and/or his or her Unit into compliance with the provisions of this Declaration, the Bylaws, rules and regulations of the Association, or any other governing instrument for the Project. The Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Special Common Assessment is due.

20.1.4 Intentionally Deleted.

20.1.5 All Common Assessments shall be due as determined pursuant to the Bylaws. Common Assessments and any installments thereof not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a reasonable late fee, established by the Management Committee from time to time, and all costs of collection, including without limitation attorneys' fees, incurred by the Association in collecting such Common Assessments from such Owners. All payments of Common Assessments shall be first applied to accrued interest and late fees, costs of collection, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner or the lessees, invitees, or guests of such Owner, the Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

20.1.6 There shall be a lien upon the applicable Unit for all unpaid Common Assessments, together with late fees, interest, and collection costs (including attorneys' fees) charged pursuant to the Declaration and the Act. The lien for unpaid Common Assessments and

related charges shall be effective upon recordation in the Office of the Summit County Recorder of a written notice of lien by the Management Committee or the Common Area Manager. The written notice of lien shall set forth the amount of the Common Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. No notice of lien shall be recorded until there is a delinquency in payment of the Common Assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law including specifically, but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Chapter 1, Title 38, Utah Code Annotated, as amended from time to time. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Common Assessments against the Unit which shall become due during the period of foreclosure, and all such Common Assessments shall be secured by the lien being foreclosed. The Management Committee shall have the right and power in behalf of the Association to bid at any foreclosure sale and to hold, lease, mortgage, or convey the subject Unit in the name of the Association. In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of the Act. Declarant hereby conveys and warrants pursuant to Section 57-1-20 and Section 57-8-45 of the Utah Code to Real Advantage Title Insurance Agency, LLC, a Utah limited liability company, with power of sale all of the Units and all improvements to all of the Units for the purpose of securing payment of all Common Assessments, including without limitation, regular common assessments, special common assessments, and any and all other assessments levied by the Association to the Owners of the Units pursuant to the terms of this Declaration; provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in the Act. Each Owner hereby conveys all of its right, title and interest in its Unit to such trustee, in trust, with a power of sale, for the sole purpose of securing each Owner's obligations under the Declaration, including but not limited to the obligation to pay all Common Assessments. The Association may, through its duly authorized agents, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage, and convey the same. The lien of the Association shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Declaration, a First Mortgage on a Unit as provided for in Section 18.4 hereof and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

20.1.7 In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her Common Assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. The Management Committee, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement shall be furnished within ten (10) business days after receipt of the request and upon payment of a reasonable fee and is binding on

the Association, the Management Committee, the Common Area Manager and every Owner, in favor of all who rely on such statement in good faith. The grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in the statement furnished under this Section.

20.1.8 The amount of any Common Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his or her Unit or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including without limitation reasonable attorneys' fees.

20.1.9 The lien to secure unpaid assessments shall not be affected by the sale or transfer of the Unit, unless foreclosure by a First Mortgagee is involved in which case any First Mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or through foreclosure will not be liable for Common Assessments or charges accrued before the acquisition of the title to the Unit by the First Mortgagee, but such acquisition shall not relieve any other Owner or any subsequent Owner of such Unit from paying Common Assessments or other charges with respect to such Unit, and shall not relieve a First Mortgagee from the obligation to pay Common Assessments or other charges for a Unit that accrue following the acquisition of title of such Unit by such First Mortgagee. If the Association's lien priority includes costs of collecting unpaid Common Assessments, the delinquent Owner will be liable for any fees or costs related to the collection of such unpaid Common Assessments.

20.2 The Association, through the Management Committee, shall include in the Common Assessments amounts representing sums to be used for the replacement of or additions to capital items or improvements in the Project. Said amounts shall be dedicated for the uses provided in this Section. Upon the transfer of a Unit, the capital reserves in the Reserve Fund previously paid by the transferring Owner shall remain the property of the Association, for the use and benefit of the Association in making future repairs, replacements, improvements, and capital additions to the Project. In utilizing such reserves, there shall be no single improvement exceeding the sum of Two Hundred Thousand Dollars (\$200,000) (as measured in year 2018 dollars and thereafter adjusted by the Cost of Living Index) made by the Management Committee without the same having been first voted on and approved by the majority of the votes of those present in person or by proxy at a meeting of the Association duly called for that purpose or otherwise so approved without a meeting. The foregoing shall not apply in connection with damage or destruction referred to in Article 15 hereof or to such structural alterations or capital additions or capital improvements to the Common Areas and Facilities as are necessary in the Management Committee's reasonable judgment to preserve or maintain the integrity of the Common Areas and Facilities.

20.3 The Management Committee shall not expend funds in the Reserve Fund for any purpose other than the repair, restoration, replacement, or maintenance of major components of

the Common Areas and Facilities for which the Association is responsible and for which the Reserve Fund was established.

20.4 AN "ASSOCIATION WORKING CAPITAL FUND" EQUAL TO THREE (3) MONTHLY INSTALLMENTS OF THE ANNUAL ASSESSMENT FOR EACH UNIT SHALL BE ESTABLISHED AND MAINTAINED FOR THE PROJECT. EACH UNIT'S SHARE OF THE ASSOCIATION WORKING CAPITAL FUND SHALL BE COLLECTED FROM THE INITIAL PURCHASER OF A UNIT AND TRANSFERRED TO THE ASSOCIATION AT THE TIME OF THE CLOSING OF THE INITIAL SALE OF THAT UNIT. The purpose of the Association Working Capital Fund is to ensure that the Association will have cash available to pay Common Expenses and unforeseen expenditures by the Association. Amounts paid into the Association Working Capital Fund are not to be considered advance payments of any Regular Common Assessment.

20.5 Pursuant to the provision of Section 57-8-53 of the Utah Code, the Management Committee may require a tenant under a lease with an Owner of a Unit to pay to the Association all future lease payments due to the Unit Owner if the Unit Owner fails to pay any Common Assessments for a period of more than sixty (60) days after the Common Assessment is due and payable, beginning with the next monthly or periodic payment due from the tenant and continuing until the Association is paid in full the Common Assessments due and owing. Before requiring a tenant to pay lease payments to the Association, the Management Committee shall give the notices and comply with the procedural requirements set forth in Section 57-8-53 of the Utah Code. This Section 20.5 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

20.6 With respect to any Unit Owner who fails to pay any Common Assessments to the Association when due, whether Common Assessments or other amounts, the Management Committee may terminate the delinquent Unit Owner's right to receive a utility service for which the Owner pays as part of the Common Assessments, and to terminate a delinquent Unit Owner's right of access to and use of any recreational facilities made available to the Owners of the Project. Before terminating a utility service or a right of access to and use of recreational facilities as provided in this Section 20.6, the Management Committee shall give to the delinquent Unit Owner notice as required pursuant to Section 57-8-52 of the Utah Code.

20.7 Notwithstanding any other provisions in this Declaration which may be interpreted otherwise, other than Common Assessments and/or Special Common Assessments that may be assessed to and payable by Declarant as the Owner of one or more Units within the Project and pertaining to the period of time during which Declarant is an Owner of one or more Units within the Project, following the completion of the construction of all of the Units within the Project and the initial sale and conveyance by Declarant of all of the Units within the Project, Declarant shall not be responsible for the payment of any Common Assessments or Special Common Assessments or for the payment of any other costs and expenses incurred by or payable by the Association for the payment of the Common Expenses of the Association or for the payment of any costs and expenses to repair, replace, or restore any of the Common Areas and Facilities within the Project, even if the Association does not have sufficient funds to pay the

Common Expenses of the Association or to pay for any costs and expenses to repair, replace, or restore any of the Common Areas and Facilities of the Project.

21. VOTING.

21.1 At any meeting of the Association, each Owner of a Unit, including Declarant, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Unit as set forth in Exhibit A. The voting rights appurtenant to each Unit shall vest upon execution and recording of this Declaration.

21.2 The number of votes appurtenant to each Unit shall be equal to the undivided interest in the Common Areas and Facilities appurtenant to such Unit multiplied by one hundred (100). The number of votes appurtenant to each Unit shall have a permanent character, and, except as otherwise permitted and provided for in this Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded Amendment.

22. EASEMENTS.

22.1 If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

22.2 Improvements, including Units, Common Areas and Facilities, and Limited Common Areas and Facilities may encroach upon portions of the Common Areas and Facilities. A perpetual easement for such encroachment and the activities necessary to repair, maintain, and operate such improvements is hereby granted.

22.3 Intentionally Omitted.

22.4 Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas and Facilities as necessary for access to the Unit he or she is occupying and to any Limited Common Areas and Facilities appurtenant to his or her Unit, and shall have the right to the horizontal, vertical, and lateral support of his or her Unit.

22.5 The Association shall have an easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that the Association is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain improvements in the Common Areas and Facilities for use by the Owners and the Association.

22.6 The Declarant shall have a temporary construction easement over the Common Areas and Facilities for the purpose of doing all things that are reasonably necessary as a part of constructing any phase of the Project, including all physical improvements as well as all Units and Common Areas and Facilities. The Owners of Units which have been constructed in prior phases do hereby acknowledge and agree that there will be construction activities, traffic, noises, dust, odors, and vibrations which may temporarily disrupt their quiet enjoyment of their Units and the Common Areas and Facilities appurtenant thereto, and such Owners do hereby waive any right to object to such construction activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the restrictions set forth in Article 11 hereof.

22.7 Declarant, for itself and its successors and assigns, including Owners, retains a right and easement in and about the Building for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the Common Areas and Facilities in connection with the improvement or alteration of any Unit, including the right of access to such areas of the Common Areas and Facilities as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the Management Committee shall be final.

22.8 All conveyances of Units within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

22.9 Declarant reserves a non-exclusive easement for itself and its assignees to construct, operate, maintain, repair, and replace all types of telecommunication facilities within the Project. Declarant further reserves a right of access to such facilities over, across, and through all Common Areas and Facilities of the Project in order to access the telecommunications facilities to exercise the rights established herein. Declarant may transfer by easement, license agreement, or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of the rights under this Section 22.9 without the consent of any Owner, Mortgagee, or the Association. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to Declarant and to any assignee of its rights hereunder.

22.10 There is hereby created a general easement upon, across, over, in, and under all of the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electricity, and a cable communication system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical, telephone, data transmission, and other communication services to erect and maintain the necessary equipment on or beneath the Property and to affix and maintain electrical, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided without unduly disturbing the uses of the Owners, the Association, and Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and shall restore the surface to its original condition as soon as possible

after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, Declarant or the Management Committee shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms hereof. The easements provided for in this Section 22.10 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

22.11 A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

23. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by facsimile transmission. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Management Committee for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Management Committee. Notice shall be deemed given when actually received if personally delivered or sent by overnight courier, if faxed, when the fax is received, except that if the fax is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Management Committee addressed to:

Management Committee
King's Crown Condominiums Owners Association, Inc.
2590 Sidewinder Drive
Park City, UT 84060-7437
Attention: Rory Murphy

24. NO WAIVER.

The failure of the Management Committee or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws, and the Project Rules, to exercise any right or option herein or therein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agents or designees of the payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

25. ENFORCEMENT.

25.1 All Owners, guests or lessees of an Owner, and persons under Owner's control, shall strictly comply with the provisions of the Declaration, the Bylaws, and the Project Rules and decisions issued pursuant thereto. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with provisions of the Declaration or the decisions of the Association. Owners shall have a similar right or action against the Association. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee, or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Management Committee to impose monetary penalties, temporary suspensions of an Owner's right to the use of a Unit or the Common Areas and Facilities, or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Management Committee. The Management Committee may delegate to the Common Area Manager, the power and authority to carry out disciplinary actions duly imposed.

25.2 The Association shall not be empowered to cause the absolute forfeiture of an Owner's right, title, or interest in the Project on account of the Owner's failure to comply with the provisions of the Declaration or the rules and regulations for the Project except pursuant to:

25.2.1 The judgment of a court; or

25.2.2 A foreclosure for the failure of an Owner to pay assessments duly levied by the Association.

25.3 The Association shall only be empowered to cause or require alteration or demolition of any construction to enforce any restrictions contained in this Declaration pursuant to judicial proceedings.

26. DECLARANT.

The term "Declarant" as used herein shall mean and include Declarant and any person or persons who might acquire title from it to all or some of the unsold Units through purchase, assignment, or other transfer, including foreclosure or deed in lieu of foreclosure. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration and the Act. Any right or any interest reserved or contained in this Declaration for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one or more other such rights or interests, to any person, corporation, partnership, association, or other entity, only by written instrument executed by both Declarant and the transferee or assignee and recorded in the Office of the Recorder of Summit County, Utah. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such instrument.

27. DISPUTE RESOLUTION

27.1 Declarant, the Association, and its officers, directors, and committee members, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Project without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 27.3 in a good faith effort to resolve such Claim.

27.2 As used in this article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to: (i) the interpretation, application or enforcement of the Project's governing documents, (ii) the rights, obligations, and duties of any Bound Party under the Project's governing documents, or (iii) the design or construction of improvements within the Project, other than matters of aesthetic judgment by the Management Committee or the Common Area Manager, which matters of aesthetic judgment shall not be subject to review.

27.2.1 Notwithstanding the foregoing, the following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 27.3: (i) any suit by the Association to collect assessments or other amounts due from any Owner; (ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo; (iii) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents; (iv) any suit in which an indispensable party is not a Bound Party; and (v) any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 27.3, unless the parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

27.3 Dispute Resolution Procedures.

27.3.1 The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Management Committee stating plainly and concisely: (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) the Claimant's proposed resolution or remedy; and (iv) the Claimant's desire to meet with the Respondent to discuss in good faith, ways to resolve the Claim.

27.3.2 The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Management Committee may appoint a representative to assist the parties in negotiating a resolution of the Claim.

27.3.3 If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice described in Section 27.3.1 (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Summit County. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

27.3.4 If the parties do not settle the Claim within sixty (60) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

27.3.5 Any settlement of the claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

27.4 In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of Owners entitled to cast seventy-five percent (75%) of the total votes in the Association, except that no such approval shall be required for actions or proceedings: (i) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens; (ii) initiated to challenge ad valorem taxation or condemnation proceedings; (iii) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or (iv) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

28. PRELITIGATION REQUIREMENTS.

28.1 Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence, or maintain any lawsuits, actions, or legal proceedings against Declarant, the individual managers, owners, members or officers of Declarant, Declarant's contractors, or any other person or entity involved in the construction of the Units unless and until all of the following requirements have been satisfied:

28.1.1 The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten (10) years of experience in litigation practice, with the legal opinion providing in substance the following: (i) a description of the factual allegations and legal claims to be asserted in the action; (ii) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (iii) providing a budget of the estimated amounts of legal fees, costs, expert witness fees, and other expenses likely to be incurred in connection with such action (the "Litigation Budget");

28.1.2 A copy of the opinion letter described in subsection 28.1.1 above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision to file the subject action has been approved by Owners (excluding Declarant) who collectively hold at least sixty percent (60%) of the total votes in the Association; and

28.1.3 The Association has collected funds from the Owners, by special assessment or otherwise, equal to at least one-half (1/2) of the Litigation Budget as set forth in the opinion letter obtained pursuant to subsection 28.1.1 above.

28.2 The purposes of the requirements in Section 28.1 include the following: (i) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (ii) to minimize the risks of becoming involved in litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of litigation; and (iii) to avoid becoming involved in litigation without sufficient support from the members of the Association financially and otherwise.

28.3 If any claims or actions falling within the scope of this Section 28 are filed without satisfying all of the requirements set forth above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this Section 28, the prevailing party shall be entitled to an award of reasonable attorney fees and costs. For purposes of clarity, this Section 28 and the requirements set forth herein shall not apply to any actions or legal proceedings filed by the Association to recover payment of any annual assessments, special assessments, or other amounts required to be paid by Owners to the Association under this Declaration, nor does this Section 28 apply to claims or actions that individual Owners may file relating solely to their own Units. Individual Owners, however, shall not be allowed to file or pursue any actions or claims belonging to other Owners or to the Association.

29. AGENT FOR SERVICE OF PROCESS.

The agent for service of process under the Act until the expiration of the period of Declarant control under Section 10.3 shall be Rory Murphy, whose address is 2590 Sidewinder Drive, Park City, UT 84060-7437. Thereafter, the agent for service of process shall be the Common Area Manager, or such other person as the Management Committee may designate.

30. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

31. CONFLICT.

In case of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control. In case of any conflict between this Declaration and the Articles or the Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control. The foregoing to the contrary notwithstanding, in the event of any inconsistency between this Declaration or the Articles or the Bylaws, on the one hand, and any applicable law, including the Act or the Federal Fair Housing Administration Act, on the other, then in all events the applicable law shall control.

32. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

33. LAW CONTROLLING.

This Declaration and the Plat and all issues and disputes arising out of either, shall be construed and controlled by and under the laws of the State of Utah.

34. AFFORDABLE UNIT DEED RESTRICTIONS TAKE PRECEDENCE.

All Covenants, Conditions and Restrictions listed herein remain subordinate to the Deed Restrictions recorded in the Summit County Recorder's Office as Entry No. 1123380, recorded on 12-10-19.

35. EFFECTIVE DATE.

This Declaration shall take effect when recorded in the Office of the Recorder of Summit County, Utah.

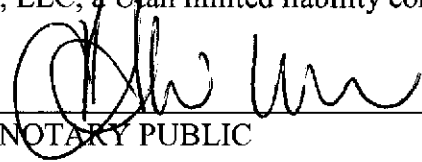
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by a person duly authorized to execute the same this 12/07, 2019.

CRG DEVELOPMENT, LLC,
a Utah limited liability company

By: Rory Murphy
Rory Murphy, Manager

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this Dec. 9, 2019, by
Rory Murphy, as the Manager of CRG Development, LLC, a Utah limited liability company.



NOTARY PUBLIC



EXHIBIT A

Schedule of Units, Square Footage, Votes, and Undivided Interests In Common Areas and Facilities

King's Crown Condominiums Unit Identifying Number	Square Footage of Unit	Number of Votes Per Unit	Undivided Interest Per Unit in the Common Areas and Facilities
B101 – Affordable Unit	756	36	0.36%
B102	1,147	219	2.19%
B103	1,762	337	3.37%
B201	1,916	366	3.66%
B202	1,704	326	3.26%
B301	2,677	512	5.12%
B302	1,766	338	3.38%
B401	3,121	597	5.97%
C101	1,930	369	3.69%
C102	1,745	334	3.34%
C201	1,815	347	3.47%
C202	1,660	317	3.17%
C301	1,837	351	3.51%
C302	1,762	337	3.37%
C401	2,485	475	4.75%
D101	2,286	437	4.37%
D102	1,260	241	2.41%
D103	1,261	241	2.41%
D104	2,050	392	3.92%
D201	2,123	406	4.06%
D202	2,506	479	4.79%
D203	2,497	477	4.77%
D301	1,988	380	3.80%
D302	2,298	439	4.39%
D303	1,806	345	3.45%
D401	2,500	478	4.78%
D402	2,218	424	4.24%
TOTALS:	52,876	10,000	100%

EXHIBIT B

Copy of Plat

EXHIBIT C

Copy of the Bylaws of the Association

BYLAWS OF KING'S CROWN CONDOMINIUMS OWNERS ASSOCIATION, INC.

The administration of King's Crown Condominiums Owners Association, Inc. ("Association") shall be governed by the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated) ("Act"), the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code Annotated) (the "Nonprofit Corporation Act"), the Declaration of Condominium for King's Crown Condominiums effective as of _____, 2019, and recorded in the Office of the Recorder of Summit County, State of Utah (the "Declaration"), the Articles of Incorporation for King's Crown Condominiums Owners Association, Inc. (the "Articles"), and these "Bylaws" (as the Declaration, the Articles, and these Bylaws may from time to time be amended). Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meanings set forth in the Declaration. In the event of any conflict between the terms of the Declaration and the terms of these Bylaws, the Declaration shall govern and control.

1. BYLAWS APPLICATION.

All present and future Owners, Mortgagees, lessees and occupants of Units and their employees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules and regulations made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit, or the occupancy of any Unit, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with.

2. MANAGEMENT COMMITTEE.

2.1 The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by the Management Committee consisting of not less than three (3) nor more than five (5) members (the "Directors"). The initial Management Committee shall be appointed by the Declarant and shall serve until the first meeting of the Association, at which time an election of all the members of the Management Committee shall be conducted.

2.2 Section 10.3 of the Declaration establishes a period of Declarant control of the Association, during which period the Declarant or persons designated by it have authority to appoint and remove the officers and members of the Management Committee. The period of Declarant control shall terminate no later than the earlier of (a) the date that is three (3) years following the date that this Declaration is recorded in the Office of the Recorder of Summit County, Utah, and (b) the date on which three-fourths of the undivided interest in the Common Areas and facilities of the Project have been conveyed by Declarant to the Owners of the Units

within the Project. Declarant shall have the right to terminate the period of Declarant control of the Association at any time, at Declarant's sole discretion.

2.3 Within ninety (90) days following the termination of the period of Declarant control, the Owners shall elect a Management Committee of not less than three (3) and not more than five (5) members. The members and officers of the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting, pursuant to the terms of this Section 2.

2.4 At least thirty (30) days prior to the annual meeting of the Association, the Management Committee shall elect from the Owners a nominating committee of not less than three (3) members. The Management Committee may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Management Committee. The nominating committee shall recommend to the Association at least one nominee for each position on the Management Committee to be filled at that particular annual meeting. Nominations for positions on the Management Committee may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by one (1) or more Owners and the nominee named therein indicating his or her willingness to serve as a member of the Management Committee, if elected.

2.5 Voting for the Management Committee shall be by secret written ballot. At any meeting of the Association, each Owner, either in person or by proxy, shall be entitled to the number of votes set forth in the Declaration for each Unit owned for each Management Committee seat to be filled. However, no cumulative voting is permitted. The initial members of the Management Committee shall be the following persons:

Rory Murphy
William Garner III
Greg Jackson

2.6 Members of the Management Committee shall serve as follows:

2.6.1 Directors shall serve for terms of two (2) years beginning immediately upon their election by the Association; provided, however, that two (2) of the Directors elected at the first annual meeting following the termination of Declarant control shall serve for initial terms of one (1) year, and the other Director elected at such time shall serve for an initial term of two (2) years. Thereafter, all Directors elected shall serve for two-year terms. The members of the Management Committee shall serve until their respective successors are elected, or until death, resignation, or removal.

2.6.2 Any member of the Management Committee who fails to attend three (3) consecutive Management Committee meetings or who fails to attend at least twenty-five percent (25%) of the Management Committee meetings held during any fiscal year shall be deemed to have tendered his or her resignation, and upon acceptance by the Management Committee his or her position shall be vacant.

2.7 Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. The Owners, by a two-thirds (2/3) vote, either at a meeting of such Owners, or by written consent, may remove any Director with or without cause, other than a member appointed by Declarant during the period of Declarant control.

2.8 If vacancies shall occur in the Management Committee by reason of the death, resignation, or removal of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum.

2.9 The members of the Management Committee shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the Total Votes of the Association; provided, however, that members of the Management Committee shall be reimbursed by the Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Management Committee. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

2.10 The Management Committee, for the benefit of the Project and the Association, shall manage the business, property, and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws, and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective ten (10) days after adoption by the Management Committee. The Management Committee shall have the powers, duties, and responsibilities with respect to the Project as contained in the Declaration, the Articles and these Bylaws.

2.11 The meetings of the Management Committee shall be held at least semiannually at such times and places within the Project, or some other reasonable and suitable location in Summit County, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The election of officers shall be conducted at the first meeting of the Management Committee held subsequent to the annual meeting of the Association.

2.12 Special meetings of the Management Committee may be called by written notice signed by any two (2) members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Summit County unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Management Committee. Written notice of any special meeting shall be sent to all members of the Management Committee not less than seventy-two

(72) hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

2.13 Notices of all regular Management Committee meetings shall be given in writing to each member of the Management Committee not less than thirty (30) days prior to the meeting, provided that this requirement shall not apply to any member of the Management Committee who has signed a waiver of notice or a written consent to the holding of a meeting.

2.14 Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Management Committee members.

2.15 The fiscal year shall be determined by the Management Committee.

2.16 When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and the Association may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose activity gave rise to the damages.

2.17 An officer, employee, agent, or director of a corporate Owner of a Unit, a trustee or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, a member of a limited liability company that owns a Unit, and a fiduciary of an estate that owns a Unit may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

2.18 The Management Committee or the officers appointed thereby may delegate to the Common Area Manager, or such other persons as it so determines, all of the duties and obligations of the Management Committee set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

2.19 The Management Committee or the officers appointed thereby reserve the right to make whatever tax and other elections which they deem necessary, including but not limited to, filing as a tax-exempt entity under Section 528 of the Internal Revenue Code.

3. MEMBERSHIP IN THE ASSOCIATION; MEETINGS OF THE ASSOCIATION.

3.1 Each owner of a Unit shall be a member of the Association, as set forth in the Articles and in the Declaration. The first meeting of the Association shall be held within one (1)

year after the closing of the sale of the first Unit sold in the Project. Thereafter, there shall be an annual meeting of the Association held at the Project or at a meeting place reasonably close thereto, at the date and time selected by the Management Committee. Except as provided herein, notice of the annual meeting shall be delivered to the Owners postage prepaid at least thirty (30) days prior to the date set for said meeting and shall specify the place, day and hour of the meeting and a brief statement of the matters on the agenda which the Management Committee intends to present or believes others will present for action by the members. Such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the member at such member's registered address, with first-class postage thereon prepaid. Each member shall register with the Association such member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the member of the Unit owned by such member in the Project shall be deemed to be such member's registered address for purposes of notices hereunder.

3.2 Upon purchasing a Unit in the Project, each member shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such member, which copy shall be maintained in the records of the Association. For the purposes of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall not be more than sixty (60) days no less than thirty (30) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining the members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the members of record of Units in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournment thereof.

3.3 Special meetings of the Association may be called by the Declarant, the President, a majority of the Management Committee, or Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association and may be held at the Project or at a meeting place reasonably close thereto, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by the Declarant, a majority of the Management Committee or by Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association, which shall, except as provided herein, be hand delivered or sent prepaid by United States mail, not less than fifteen (15) days prior to the date fixed for said meeting, to each Owner at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Such notice shall specify the place, day, and hour of the meeting and a brief statement of the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budgetary changes, and any proposal to remove an officer or member of the Management Committee.

3.4 The Association may provide notice to the Owners by electronic means including text message, email, or the Association's website. Notices sent by electronic means shall be deemed given when sent or posted.

3.5 The presence in person or by proxy of Owners holding ten percent (10%) or more of the Total Votes of the Association at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at an Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be ten percent (10%) of the Total Votes of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Association. At any special meeting of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Unless otherwise expressly provided in the Nonprofit Corporation Act, the Declaration and these Bylaws, any action may be taken at any meeting of the Owners upon a majority vote of the Owners who are present in person or by proxy.

3.6 Robert's Rules of order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

3.7 Any action that may be taken at any regular or special meeting of the Association may be taken by written ballot in accordance with Section 16-6a-709 of the Nonprofit Corporation Act.

3.8 At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy. For any Unit owned by more than one Owner, all of the Owners of such Unit may sign a certificate designating one of the co-Owners as the Owner authorized to cast the vote appurtenant to such Unit. In such event, the Management Committee may rely on such certificate as being sufficient evidence of the authority of the Owner casting the vote appurtenant to such Unit. In the absence of such a certificate, if only one of several Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Unit. If more than one of the Owners of a Unit is present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the vote allocated to the Unit owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Unit. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by its attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act shall meet the requirements set forth in Section 3.5 above and shall be delivered, at the beginning of the meeting, to the Secretary of the Association, or such other officer or person who may be acting as the Secretary at the meeting. The Secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. A proxy is void if it is not dated or purports to be revocable without notice.

3.9 All inaccuracies and irregularities in the calling of a meeting of the members or in the notices given to members of a meeting and in the manner of voting, form of proxies and

method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

4. OFFICERS.

4.1 All officers and employees of the Association shall serve at the will of the Management Committee. So long as there are three (3) members of the Management Committee, the officers shall be a President, a Vice President, and a Secretary-Treasurer. The Management Committee may appoint additional Vice Presidents and such other assistant officers as the Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He or she shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He or she shall do and perform all acts which the Management Committee may require.

4.3 The Vice President, if any, shall perform the functions of the President in his or her absence or inability to serve.

4.4 The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

4.5 The Treasurer shall be responsible for the fiscal affairs of the Association, but the Treasurer may delegate the daily handling of funds and the keeping of records to the Common Area Manager.

4.6 Any officer may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

4.7 The initial officers of the Association shall be the following persons, and each shall hold the office indicated until they are replaced by the appropriate vote of the Management Committee:

Rory Murphy	President
William Garner III	Vice President
Greg Jackson	Secretary-Treasurer

5. COMMON ASSESSMENTS.

5.1 All Common Assessments shall be assessed in accordance with the Declaration.

5.2 No Owner shall be exempt from liability for Common Assessments by waiver of the use or enjoyment of any of the Project or by abandonment of his or her Unit.

5.3 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair, and replacement expenses of the Project, and any other expenses incurred. In accordance with the actions of the Management Committee in assessing Common Assessments against the Units, the Treasurer shall keep an accurate record of such Common Assessments and of the payments thereof by each Owner.

5.4 All Common Assessments shall be a separate, distinct and personal liability of the Owners at the time each Common Assessment is made. The Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of Common Assessments.

Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Common Assessments and the amount of unpaid Common Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Common Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Common Assessments shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Unit, his or her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any Common Assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the Common Assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.5 In addition to the statements issuable to purchasers, the Management Committee shall, upon written request therefor, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Unit, and to any Mortgagee, a current statement of unpaid Common Assessments with respect to a Unit. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.6 In all cases where all or part of any Common Assessments cannot be promptly collected from the persons or entities liable therefor under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such Common Assessments.

6. LITIGATION.

6.1 If any action is brought by a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees, or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

6.2 Except as otherwise provided by the Act, any action brought against the Association, the Management Committee, or the officers, employees, or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and such actions shall be defended by such Owners.

7. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS.

7.1 The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws:

7.1.1 To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the Declaration or the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass provided that items of construction may not be altered or demolished without proper judicial proceedings; and/or

7.1.2 To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7.2 These remedies are cumulative to other remedies provided in the Declaration and these Bylaws, any rules or regulations adopted by the Management Committee, or in any other applicable laws.

8. ACCOUNTING.

8.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

8.2 A budget for each fiscal year shall be adopted by the Management Committee and distributed to all members of the Association prior to the beginning of the fiscal year to which the budget applies.

8.3 The membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Association, of the Management Committee, and of committees of the Management Committee, and all other records of the Project maintained by the Association, Common Area Manager, or managing company shall be made available for inspection and copying by any member of the Association or his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Management Committee to cover entirely the costs of reproduction, the Common Area Manager or other custodian of records of the Association shall prepare and transmit to the Owner a copy of any and all records requested. The Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use of, information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Owner's interest in the Association. The Management Committee shall establish reasonable rules with respect to:

8.3.1 Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;

8.3.2 Hours and days of the week when such an inspection may be made; and

8.3.3 Payment of the cost of reproducing copies of documents requested by an Owner.

Every member of the Management Committee shall have the absolute right at any time to inspect all books, records, and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Management Committee member's interest in such Association,

9. SPECIAL COMMITTEES.

The Management Committee by resolution may designate one or more special committees, each committee to consist of three (3) or more Owners, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The

members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

10. RENTAL OR LEASE OF UNITS BY OWNERS.

10.1 Any Owner who rents or leases his or her Unit for thirty (30) days or more in duration shall advise the Management Committee or Common Area Manager in writing that the Unit has been leased or rented. The provisions of Section 7 of these Bylaws shall apply with equal force to renters or lessees of Units.

10.2 Any Owner who rents or leases or otherwise permits any other person to utilize his or her Unit shall be responsible for the conduct of his or her tenants or occupants, and upon written notice from the Management Committee or the Common Area Manager, said Owner shall be responsible for correcting violations of the Declaration, Bylaws, or rules and regulations committed by such tenants or occupants.

10.3 If an Owner fails to correct violations by tenants within seventy-two (72) hours of such notice, the Management Committee or Common Area Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within thirty (30) days after the Management Committee sends to such Owner written demand for the payment of such costs. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

10.4 The power of the Management Committee or Common Area Manager hereunder shall include but not be limited to, the power to commence and pursue any and all legal or equitable remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing, or otherwise permitting any other person to utilize his or her Unit shall be deemed to have consented to these procedures and shall be obligated to indemnify, defend and hold harmless the Management Committee and the Common Area Manager from and against any and all liability for enforcing, implementing and pursuing such procedures. It is expressly understood that the remedies available to the Management Committee or Common Area Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

10.5 As provided for in Section 20.5 of the Declaration, if an Owner shall at any time lease his or her Unit and shall default in the payment of Common Assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid. This Section 10.5 shall be incorporated by reference into every lease agreement entered into by and between an Owner and his or her tenant, whether or not this Section is expressly referenced therein.

11. AMENDMENT OF BYLAWS.

Except as otherwise provided in the Act, the Nonprofit Corporation Act, the Declaration or these Bylaws, these Bylaws may be amended by (a) the vote or written assent of Owners holding a majority of the Total Votes of the Association present in person or by proxy at a meeting duly called for such purpose, or (b) by the Management Committee upon the affirmative vote of a majority of the Directors. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations, or other requirements of any federal, state, or local regulatory authority affecting the Project.

12. SEVERABILITY.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. WAIVER.

The failure of the Management Committee to insist upon strict performance of any provision hereof shall not be construed as a waiver for future purposes of the right of the Management Committee to insist upon strict performance of such provision and all other provisions hereof. No provision of these Bylaws shall be deemed to have been waived unless such waiver is in writing and signed by the Management Committee.

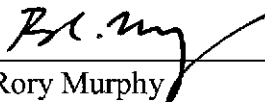
14. CAPTIONS.

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit, or describe the scope of these Bylaws nor the intent of any provision hereof.

15. EFFECTIVE DATE.

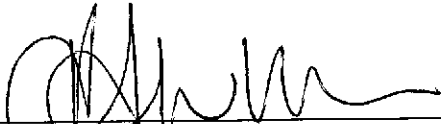
These Bylaws shall take effect as of the date of the Declaration, having been duly adopted by the Management Committee.

KING'S CROWN CONDOMINIUMS
OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Rory Murphy
Title: President

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this Dec. 9, 2019, by Rory Murphy, as the President of King's Crown Condominiums Owners Association, Inc., a Utah nonprofit corporation.



NOTARY PUBLIC

