PARK CITY COUNCIL MEETING MINUTES
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

August 25, 2016

The Council of Park City, Summit County, Utah, met in open meeting on August 25, 2016, at 3:00 p.m. in the City Council Chambers.

Council Member Henney moved to close the meeting to discuss property, personnel and litigation at 3:00 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, and Worel. Council Member Matsumoto was excused.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, and Worel. Council Member Matsumoto was excused.

PARK CITY REDEVELOPMENT AGENCY
A. WORK MEETING

Discuss Lower Park Avenue Affordable Housing Including Concept Development Options for Woodside Park, the Former Fire Station Parcel, Located at 1353 Park Avenue:
Jonathan Weidenhamer, Economic Development Manager, Anne Laurent, Community Development Manager, and Rhoda Stauffer, Affordable Housing Specialist, presented this item. Weidenhamer stated three concept design options would be presented for Council to review for the Fire Station parcel. Nate Rockwood, Budget Manager, reviewed the financial implications with regard to the $40 million that was set aside for affordable housing in the City. Rockwood stated Concept One had Nine units, and Concepts Two and Three each had 12 units. He indicated the funds would come from the Redevelopment Agency (RDA), and the revenue received from the project would return to the RDA to be used for future projects. He explained that Concepts Two and Three would recoup approximately 80% of the investment, but Concept One would only recoup 60%, so from a financial standpoint, he would favor Concept Two or Three. Weidenhamer expressed the hope that the Council would keep in mind the streetscape goals and density goals as they considered these alternatives.

Craig Elliott, Elliott Workgroup Architects, explained the commonalities with the designs, including a pedestrian access, which led from the park, through the parcel and onto Woodside Avenue. He discussed blending the design of this project with the multiple housing zones located in the area. He explained only Concept One had garages and driveways. Concepts Two and Three had one parking area for all the units in the project. Elliott reviewed that accessory apartments would be constructed behind the townhomes in Concepts Two and Three. Council Member Gerber asked if the Townhome owner would be required to rent out the accessory apartment because it could easily be used as storage. There was discussion on restrictions for those accessory apartments to promote the rentals. Elliott noted that in Concept Three a common area was included, which he thought might be a great space for young families.

Council Member Gerber thought this project should be geared toward lower income families, noting there were other projects that offered units at the $400,000 price range. She preferred not to have the single family homes in this project, but more multi-family dwellings so more units could be built on this parcel and made available for the lower income families. Mayor Thomas stated the surrounding neighborhood to this site needed to be taken into consideration, noting the entry corridor, the aesthetic, and the relationship of the parcel with Park Avenue. Laurent stated that she learned those in the 30%-60% Average Median Income (AMI) bracket would mostly be looking to rent, since they could not qualify for housing, so the accessory apartments were a first attempt to address some of that demand. She also explained that a high density project would need a bigger site than this parcel. Stauffer indicated the lower income target housing needs would consume the City's resources very quickly, so the City was working with Mountainlands Housing Trust to fill those needs. She acknowledged that working with Mountainlands would take longer to get those projects completed, but felt this was the best plan and wisest use of resources. Beerman stated parking seemed to be an issue with this project and asked if the architects had considered underground parking, having a no park project, or changing the code to allow for fewer parking spaces. Laurent stated she was not in favor of a no parking space project because it would decrease the street parking availability for the other homes in the area and a negative perception could develop for this affordable housing project overall.

Council Member Worel stated she liked the open community gathering space within the project, but was shocked at the cost per square foot for this project, and asked if staff considered modular housing to reduce the cost. Laurent indicated in her assessment of modular housing, the cost was not an equal comparison with construction costs of homes. Council Member Henney stated he was in favor of the accessory apartments planned in this project and hoped to expand the discussion of promoting accessory apartments in the City’s established areas in future talks. He also liked the common parking lot. He hoped for housing above the parking, or at least for covered parking around the exterior with solar panels, as well as for solar panels on the units. Mayor

Thomas liked the common area and the common parking area, and suggested flipping some of the townhomes/accessory apartments to vary the facade.

Council Member Gerber stated the community space was nice, but it might be better used with an additional two bedroom rental. She also suggested having an area that could charge electric cars. She suggested having more storage and smaller bedrooms within the units - targeting younger couples and not large families. Elliott stated the zoning was driving the density for this project, so it restricted what could be done on this parcel.

Council Member Beerman asked about underground parking with additional buildings on top of the garage. Elliott stated an underground garage was considered but the terrain was too flat. He noted that there was a possibility for storage units under the common parking area. Council Member Gerber asked if the deed restrictions could require that people live in the accessory apartments. Stauffer stated the units would be monitored yearly.

The Council favored Concept Three with the possibility of adding up to three additional units and to look at options for building over the parking garage. Laurent stated when the parcel on the other side was developed, parking could be considered there as well.

B. Adjournment

CITY COUNCIL WORK MEETING
<u>Council Questions and Comments:</u>
Council Member Worel indicated she went to the Park Silly Market and reported that on the July 4th weekend there were 22,000 patrons at this event. She felt that this event was running smoothly and thought the Council would not need to do as many walk throughs next year. She attended the Park City Advocates meeting where the Vice Principal of Ecker Middle School stated every Friday afternoon they would be offering after school activities.

Council Member Gerber stated she attended the Ski Utah meeting, where they explained the grant allocations from the Department of Tourism. She attended the Planning Commission meeting, where they presented the vision for Bonanza Park and Park City Heights. She also attended the Friends of the Farm meeting and noted the barn renovations were on schedule.

Council Member Henney indicated he attended the Historic Park City Alliance (HPCA) meeting, and noted that Allison Kuhlow had resigned as executive director. He attended the Library Board meeting, where he filled out a tile wall donation form. He commented the library was redesigning it's website, and also noted that library attendance was off the charts. He attended the Summit Land Conservancy Board meeting and the Blue Sky Fundraising Event, noting the funds raised far exceeded the fundraising goals. Council

Member Henney also attended the Recycle Utah Board meeting, the Chamber Board meeting, and the Prospector Square HOA Board meeting, where he gave overviews of the happenings in the City.

Council Member Beerman stated he attended the Utah League of Cities and Towns (ULCT) lunch meeting for the update on the Legislative Interim Session. There was still concern with regard to the bills on nightly rentals and historic districts. There were also statewide errors with transportation funding but that had been resolved. He met with Ski Industry Association (SIA) as they have set up shop here, and indicated they would be hiring more employees in the near future. He attended a Rotary luncheon where the Citizen of the Year awards were given to Leslie Thatcher and Kim McClellan. He also asserted that he talked with council members from Moab who would like to meet with Council and staff to talk about the visioning and budgeting for outcomes process, the Leadership program and housing and energy.

Mayor Thomas stated that he also attended the Park City Advocates meeting and it seemed to be working more smoothly.

Affordable Housing Update:
Rhoda Stauffer, Affordable Housing Specialist, and Anne Laurent, Community Development Manager, presented this item. Foster stated Council directed staff to have a goal of 220 units by 2020 and 800 units by 2026, noting that the staff report did not acknowledge that interim goal. It was decided to bring a resolution with those numbers to a future Council meeting for formal approval.

Council Member Gerber stressed the need to address housing for the workforce, who was at the lower end of the AMI. Council Member Henney asked if the City was specifically assigning responsibility for workforce housing to the resorts. Stauffer stated that had not happened yet, but it should be considered since 300 units were needed on that lower end of the spectrum. Council Member Henney asked that it be clearly delineated where the government's role ends and the employers' role begins. Council Member Beerman asked how to streamline the affordable housing process. The code mentioned Master Planned Developments (MPD), but he felt there should be a specific MPD section of the code to help make the process more efficient. Foster stated staff should bring back a timeline for the housing goals. Laurent indicated she looked at this issue from several different categories – regulatory, development, programmatic, advocacy, outreach and education, and financial, and noted all these perspectives could be looked at to see what would work best. Council Member Henney clarified that the City wouldn't be circumventing the system, but rather creating a different channel to progress past the roadblocks that have typically impeded efficiency. Foster stated the City needed to meet its own standards, and added that there was no financial roadblock for hiring the right people to support existing staff with regard to this priority.

Mayor Thomas stated a great design was always an easier process, so if a punch list could be created for architects, it would be a big help in achieving the housing goals more quickly. Laurent referred to a meeting she attended with Building, Engineering and Planning, where all agreed that when affordable housing projects come in, they would be bumped to the top of the priority list.

REGULAR MEETING

I. ROLL CALL

I. Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Excused
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

- **Variable Message Signs**

Foster stated staff worked with UDOT to make the signs more visually appealing. Brooks Robinson explained they would be five feet tall and attached to break away posts.

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

Mayor Thomas opened the meeting for those wishing to comment on items not being addressed on the agenda. No comments were heard. Mayor Thomas closed the public input portion of the meeting.

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from July 14, 2016, and August 4, 2016:

Council Member Gerber requested that the July 14th minutes clarify that Mayor Thomas performed her wedding ceremony. Council Member Henney requested that in the August 4th minutes on Page 1, the wording be changed to "there was need from a

demographic." He also stated he did not vote on Items One and Three in the Regular Meeting because he had recused himself.
Council Member Henney moved to approve the City Council Meeting minutes from July 14, 2016, and August 4, 2016 as amended. Council Member Beerman seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, and Worel
EXCUSED: Council Member Matsumoto

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Daley Excavators L.L.C. for the Amber Road Water Improvements Project for an Amount Not to Exceed $78,000:

Council Member Beerman moved to approve the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, and Worel
EXCUSED: Council Member Matsumoto

VI. NEW BUSINESS

1. Consideration to Approve Resolution 20-2016, a Resolution Amending the Budget Policies and Objectives Chapter 5 Part II; and Repealing Resolution 02-98 in Its Entirety:
Nate Rockwood, Budget Manager, reviewed that this amendment included crop loss verbiage. Council Member Worel asked if crop loss settlements would cap at $25,000 and all other claims would cap at $50,000. Rockwood affirmed those cap amounts were correct.

Council Member Beerman moved to approve Resolution 20-2016, a resolution amending the Budget Policies and Objectives Chapter 5 Part II; and repealing Resolution 02-98 in its entirety. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, and Worel
EXCUSED: Council Member Matsumoto

2. Consideration to Approve an Interlocal Agreement for Additional Transit Funding Provided by the Additional Mass Transit Tax Between Summit County and Park City, Utah:

Matt Dias, Assistant City Manager, stated he and Council, staff and the County worked for six months on this project. Last night the County Council approved that both tax initiatives would go on the November ballot. He gave credit to all who engaged with them on this issue, including the community.

Dias passed out a copy of the amended version of the proposed interlocal agreement and explained the mass transit tax could not be levied by the City and County at the same time, so this interlocal agreement was written, and then modified last night and approved by the County. The changes made by the County to the agreement in the packet defined what was considered unallocated revenues. The Joint Transportation Advisory Board (JTAB) would oversee the funds and the money would go back to the revenue that it was generated from.

Mayor Thomas opened the public hearing.

Roger Armstrong, Summit County Council, stated this had been a remarkable process. He thanked Caroline Ferris and Alfred Knotts for their work, thanked Mayor Thomas and Council Member Henney, along with so many others and stated this was an example of what governments should be doing - working together to listen to the concerns of the citizens and then coming up with solutions. Mayor Thomas acknowledged the County Council and staff and thanked them for all their work.

Mayor Thomas closed the public hearing portion of the meeting.

Council Member Henney moved to approve an Interlocal Agreement for Additional Transit Funding Provided by the Additional Mass Transit Tax between Summit County and Park City, Utah, as amended by the County Council. Council Member Beerman seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, and Worel
EXCUSED: Council Member Matsumoto

3. Consideration to Continue a Plat Amendment at 220 King Road, Second Amended Lot 2, Phase 1, Treasure Hill Subdivision Pursuant to Findings of Fact and Conclusions of Law, in a Form Approved by the City Attorney:

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

Council Member Beerman moved to continue a Plat Amendment at 220 King Road, Second Amended Lot 2, Phase 1, Treasure Hill Subdivision pursuant to findings of fact and conclusions of law, in a form approved by the City Attorney to a date uncertain. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN
AYES: Council Members Beerman, Gerber, Henney, and Worel
EXCUSED: Council Member Matsumoto

4. Consideration to Continue a Public Hearing on Land Management Code Amendments to Chapter 1-Procedures, Chapter 2-Common Wall Development Process, Chapter 5-Landscape and Lighting Requirements, Chapter 6-Require Inventory and Report on Mine Sites for MPD Applications, Chapter 7-Effect of Vacation, Alteration, or Amendment of Plats; Procedures, Requirements and Review of Plat Amendments, Chapter 7.1-Modifications to Public Improvements Required for a Subdivision, Chapter 11-Historic Preservation Criteria for Designating Sites and Chapter 15-Definitions:
Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing portion of the meeting.

Council Member Beerman moved to continue a Public Hearing on Land Management Code Amendments to a date uncertain. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN
AYES: Council Members Beerman, Gerber, Henney, and Worel
EXCUSED: Council Member Matsumoto

Council Member Gerber moved to close the meeting to discuss personnel. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, and Worel. Council Member Matsumoto was excused.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, and Worel. Council Member Matsumoto was excused.

VII. ADJOURNMENT
With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Amended Agreement approved by Council on August 25, 2016

JOINT INTERLOCAL AGREEMENT FOR ADDITIONAL TRANSIT FUNDING PROVIDED BY THE ADDITIONAL MASS TRANSIT TAX [A.K.A. COUNTY, CITY, OR TOWN OPTION SALES AND USE TAX] BETWEEN PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY

THIS AGREEMENT, is made and entered into this _________ day of __________, 2016, (the "Effective Date") by and between **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation of the State of Utah, whose address is 445 Marsac Avenue, P. O. Box 1480, Park City, Utah ("Park City") and **SUMMIT COUNTY**, a political subdivision of the State of Utah, whose address is 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, ("Summit County"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, in 1994 the Parties established an historical precedent for mutual cooperation pursuant to that certain Resolution 17-94, which adopted an Interlocal Agreement between the Parties concerning land use wherein Summit County provided official notice to Park City and an opportunity to comment with respect to developments occurring within the Park City Annexation Policy Declaration Area; and,

WHEREAS, the Parties continued this historical precedent by entering into that certain Memorandum of Understanding Regarding the Permitting of Olympic Events at the Park City Mountain Resort, dated July 12, 2001, wherein Summit County authorized Park City to regulate the Park City Mountain Resort ("PCMR") Olympic Venue on areas located within the unincorporated county; and,

WHEREAS, this historical precedent is further demonstrated in that certain Transportation Agreement between the Parties, dated April 4, 2002, wherein a framework for the provision of public transportation services throughout the Snyderville Basin and Park City was set forth and funded by special assessments and tax revenues; and,

WHEREAS, the Parties have continued to collaborate on transportation and transit issues through participation in the Joint Transit Advisory Board ("JTAB"), consistent with the Park City and Summit County Interlocal Agreement dated February 1, 2006, and amended December 15, 2009 and the joint Entry Corridor Transit-Transportation Letter of Intent dated January 25, 2006; and,

WHEREAS, the Parties agreed that a regional, collaborative approach and partnership is essential to proactively address our transportation issues that have resulted from economic and population growth; and,

WHEREAS, local and regional economic and population growth are projected to increase thereby resulting in continued growth in traffic volumes on our local and state transportation network, absent additional investment in our transit system; and,

WHEREAS, the Parties agree that increasing volumes of traffic and congestion, particularly during peak periods and due to single occupancy vehicle trips within the Snyderville Basin and Park City, and longer and more frequent commutes on our constrained roadways, constitute: (1) ~~a~~ substantial degradation ~~to~~of the exceptional quality of life for City and County residents; (2) ~~a~~ degradation ~~to~~of the overall ~~visitor~~ experience ~~by those whose visitation supports~~of visitors who support and ~~sustains~~sustain our local economy; and (3) adverse ~~impact~~impacts to our air quality and our community's carbon footprint; and,

WHEREAS, the Parties have jointly developed a list of prioritized transit projects to be implemented within Summit County (the "Prioritized Transportation Projects ~~List~~") that are consistent with adopted transportation planning documents to help address and expedite implementation of existing and future traffic congestion mitigation measures by ~~way of~~ improving and expanding the existing mass transit system. The list of Prioritized Transportation Projects ~~List~~ is attached hereto as Exhibit A; and,

WHEREAS, Park City and Summit County are committed to funding the Prioritized Transportation Projects ~~List~~ through various existing and future sources of funds, including, but not limited to, sales taxes imposed in accordance with UCA Title 59, Chapter 12, Part 22; and,

WHEREAS, Park City, through its Resolution No. 18-2016, agreed to support Summit County's ballot initiative to levy the Additional Mass Transit Tax (defined below) as opposed to seeking voter approval for Park City's own optional sales and use tax to fund a system for public transit, (UCA §59-12-2214), provided the funds from the Summit County tax are allocated under a mutually agreeable process for transit projects, programs, and services that directly and/or indirectly benefit Park City residents, visitors, and businesses; and,

WHEREAS, to that end, it is the intention of Summit County to propose one or more sales and use taxes to be included as ballot propositions at the November 8, 2016 General Election, including, among others, the Additional Mass Transit Sales Tax, which can also be levied by Park City, but not by both entities at the same time, or in the future; and,

WHEREAS, it is the intention of the Parties that, should the voters of Summit County approve the County imposed Additional Mass Transit Sales Tax, it will be used on a first priority basis to improve our existing system of public transit by implementing the Prioritized Transportation Projects ~~List~~, and other projects or service enhancements as mutually agreed upon during an annual JTAB meeting;

NOW THEREFORE, BE IT RESOLVED, that Summit County and Park City enter into this Agreement under the provisions of the *Utah Interlocal Cooperation Act*, §11-13-101, et. seq. of the Utah Code to foster the legitimate interests of Summit County and Park City actively working together regarding taxation, regional transportation planning, traffic mitigation, and transit operations. The Parties recognize that traffic and congestion problems within Summit County transcend political jurisdictional boundaries and intergovernmental coordination is essential for protecting lives, property and environment, and for facilitating the efficient use of available assets, both public and private. The Parties therefore agree as follows:

1. **PURPOSE**. Recognizing both the significant impacts, importance and mutual benefits of working cooperatively to effectively mitigate the existing and future traffic and congestion problems in Summit County, the Parties are entering into this Agreement in order to mitigate ~~for~~ and reduce such problems. This Agreement does not authorize the creation of a regional transit authority.

2. **AUTHORIZED OFFICIAL**. For Summit County, the Authorized Official shall be the County Manager or his/her designee. For Park City, the Authorized Official shall be the City Manager or his/her designee.

3. **PROGRAM DESCRIPTION AND PRIORITY PROCESS**.

A. Summit County shall place on the November 2016 General Election Ballot the following sales tax ballot proposition: County option sales and use tax to fund a system for public transit pursuant to UCA §59-12-2214 (referred to in this Agreement and by the Utah State Tax Commission as the "Additional Mass Transit Tax").

B. The Parties have jointly developed the Prioritized Transportation Projects ~~List~~. The Parties shall collaborate with each other to make all reasonable efforts to implement all ~~projects and services on the~~ Prioritized Transportation Projects ~~List~~ using funding, if approved by voters, from the Additional Mass Transit Sales Tax. The Parties recognize that the Additional Mass Transit Sales Tax has specific statutory purposes and limitations. As such, the implementation of the Prioritized Transportation Projects ~~List~~ shall conform to these statutory purposes and limitations. The proceeds from the Additional Mass Transit Sales Tax ("AMT Proceeds") shall be prioritized towards funding the Prioritized Transportation Projects ~~List~~, in order to support and fund a system of public transit services and improvements in the most efficient and effective manner, using methods consistent with best practices and industry standards in public transit. To that end, any AMT Proceeds that have been theretofore allocated by JTAB to transit projects shall remain so allocated until such time that they are no longer required for such purpose.

C. ~~Following the completion of the Prioritized Transportation Projects List,~~ Any AMT Proceeds that have not been allocated to specific projects and any AMT Proceeds that cease to be used as theretofore allocated (collectively "Unallocated Revenues") shall be subject to an annual funding determination by Park City and Summit County ~~will continue to jointly develop an annual prioritized list~~, through JTAB, of transit projects or services consistent with adopted transportation plans ~~and allocate revenues collected through the Additional Mass Transit Sales Tax to jointly fund public transit projects and services, as agreed upon annually by JTAB.~~. That

~~list~~determination will be ~~agreed~~made upon no later than one hundred eighty (180) days after the start of each calendar year.

~~On an annualized basis, in~~In the event that JTAB does not agree on the use of ~~unallocated revenues~~Unallocated Revenues generated ~~by~~from the ~~Additional Mass Transit Tax~~AMT Proceeds, JTAB shall:

i. Utilize a mutually agreeable third party (such as industry consultants and/or technical experts, another transit organization, etc.) to help mediate the disagreement and/or provide a technical, peer review of any/all pertinent information and provide a recommendation to JTAB; and

ii. If, one hundred eighty (180) days after the start of the calendar year, JTAB remains at an impasse regarding ~~unallocated revenues~~Unallocated Revenues generated from the ~~Additional Mass Transit Sales Tax, Summit County~~ AMT Proceeds, such Unallocated Revenues shall ~~distribute~~be distributed to Park City ~~its proportional share~~by Summit County in proportion to the amount of ~~the Additional Mass Transit Sales Tax~~AMT Proceeds that have been collected within Park City's -municipal boundaries as computed by the Utah State Tax Commission, with the remainder of the ~~unallocated revenues~~Unallocated Revenues going to Summit County. ~~This section 3(C)(ii) shall survive termination of or withdrawal from this Agreement, until such time as a new agreement (if any) is reached or the tax is no longer collected.~~

D. Park City agrees to forego the imposition of the Additional Mass Transit Sales Tax under the same taxing authority, UCA §59-12-2214 and its associated revenues, so long as Summit County imposes the Additional Mass Transit Sales Tax in accordance with this Agreement;

E. Unless otherwise agreed by both parties, JTAB will continue to have equal representation from Park City and Summit County.

4. **HOLD HARMLESS AND INDEMNITY**. Each Party agrees to indemnify, defend, and hold harmless each other Party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or negligent acts or omissions of the responsible Party. Notwithstanding the foregoing sentence, no Party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63G-7, Utah Code Annotated), nor does any Party waive any limits of liability currently provided by the Act.

5. **NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE**. Nothing herein shall be deemed a waiver by any Party of any immunity provided by law to such Party or an extension of any limits of liability applicable to such Party nor shall this Agreement be construed

as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage caused by the negligence of the other Party. Each Party agrees to make provision for insurance coverage, through independent contact or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

6. **WITHDRAWAL**. Any Party to this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Authorized Official.

A. In the event that Park City initiates withdrawal, the withdrawal shall take effect on the following December 31st after the Authorized Official receives notice.

B. In the event that Summit County initiates withdrawal, the withdrawal shall take effect on the following June 30th -after the Authorized Official receives notice.

C. Upon the effective date of the withdrawal, each Party shall thereafter receive its proportional share of the ~~Additional Mass Transit Sales Tax~~ Unallocated Revenues collected within its jurisdictional boundaries, as computed annually by the Utah State Tax Commission.

7. **TERM.** The term of this Agreement shall commence on the Effective Date and shall have an initial term of fifty (50) years, which shall automatically renew for successive fifty (50) year terms unless or until a Party withdraws or the Agreement is terminated as provided herein.

8. **NONDISCRIMINATION**. The Parties will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, gender identification, sexual orientation, age or the presence of any sensory, mental or physical handicap.

9. **NO SEPARATE ENTITY**. This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this Agreement. As allowed in §11-13-201 of the Utah Code, both Parties are cooperating jointly together to exercise their individual powers and privileges.

10. **NO THIRD PARTY BENEFICIARIES.** There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

11. **RESERVATION OF LEGISLATIVE AND EXECUTIVE POWERS.** The Parties recognize and agree that this Agreement does not obligate either Party to limit their legislative or executive powers with respect to any of the subject matter of this Agreement including, without

limitation, land use decisions, taxation, open space, transportation, traffic mitigation, transit, and economic development

12. **INTERLOCAL COOPERATION ACT REQUIREMENTS.**

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act.*

B. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act.*

D. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

13. **ENTIRE AGREEMENT; AMENDMENTS.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid.

A. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

B. The Parties may add to, delete from or change one or more of the Prioritized Transportation Projects ~~List may be amended~~ from time to time by a majority vote of JTAB.

14. **SEVERABILITY.**

If any provision of this Agreement is construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

15. **AUTHORIZATION.**

The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enabled to execute this Agreement on behalf of the Parties.

[SIGNATURE PAGE TO FOLLOW]

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

PARK CITY MUNICIPAL CORPORATION

____
Jack Thomas, Mayor

Attest:

____
City Recorder

Approved as to Form:

____
Mark D. Harrington, City Attorney

SUMMIT COUNTY

____
Roger Armstrong
County Council Chair

Attest:

____
Kent Jones
County Clerk

Approved as to Form:

____
David L. Thomas
Chief Civil Deputy