PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
AUGUST 8, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 8, 2013.

Closed Session

3:00pm	Property, Security, Personnel and Litigation
4:50pm	Break

Work Session

5:00pm	Council questions and comments and Manager's Report	Pg. 5
5:10pm	Municipal Carbon Footprint	Pg. 9
5:55pm	Break	

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV MINUTES OF WORK SESSION MEETING OF JULY 11, 2013; MEETING MINUTES OF JULY 11, 2013; WORK SESSION MEETING MINUTES OF JULY 18, 2013; MEETING MINUTES OF JULY 18, 2013; WORK SESSION MEETING MINUTES OF JULY 25, 2013; MEETING MINUTES OF JULY 25, 2013 Pg. 25-50

V CONSENT AGENDA

1. Consideration of authorizing the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Lyndon Jones Construction, Inc. for Wyatt Earp Way Improvements in the amount of $961,776.50 Pg. 51

VI NEW BUSINESS

1. Consideration of approval of Contract Addendum for the sale of 1450 and 1460 Park Avenue to Greenpark Cohousing LLC Pg. 59

2. Consideration of authorizing the City Manager to execute a Licensing and Support Agreement and Hosting Services Agreement with Hyland Software Inc. (Sire Technologies) in the amount of $21,572 in year one and $7,908 annually thereafter. Pg. 63

3. Consideration of authorizing the City Manager to enter into Amendment #1 to the Construction Manager at Risk Contract for the Main Street Improvements Project in a form approved by the City Attorney with Miller Paving, Inc. for the Guaranteed Maximum Price of $1,593,543. Pg. 107

4. Consideration of authorizing the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parkin Construction in the amount of $650,663 for the MARC Outdoor Tennis Court Project. Pg. 113

5. Consideration of an Ordinance amending Title 2, Chapter 6, Section 2 of the Municipal Code to change the Employee Transfer and Discharge Board to a Hearing Officer; and Consideration of a Resolution amending the Employee Policies and Procedures Manual § 6.3 and incorporating the Administrative Rules of the Employee Transfer and Discharge Appeals Board. Pg. 116
   (a) Public Hearing
   (b) Action

VII 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 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 08/05/13
See: www.parkcity.org

TENTATIVE MASTER CALENDAR

Note: This future meeting schedule is TENTATIVE and subject to change.

August

8 See Agenda

15 Affordable Housing (proposal for addressing current and future affordable housing needs - Study Session 75min – Rhoda
Senior Strategic Plan Goals – work (informational) 10 min.- Rhoda
Recreation Master Plan (presentation by Landmark Consulting) – work, Ken F 45min
Public Art Recommendation – new – SCB
Echo Spur Development. Plat Amendment (Lots 17, 18, 19) –
30 Sampson Appeal (appeal of a denial by the Planning Commission for a Steep Slope Conditional Use Permit) – NB - Matt E
Professional Services Agreement with URS Corporation in the amount of $49,500.00 NB Joan
Resolution declaring September "National Preparedness Month in Park City" CA , Hugh
Judge Tunnel Pipeline Award – NB Clint M
Amend Housing Authority Resolution – NB
Housing Mitigation Plan for 1555 Lower Iron Horse Loop Road MPD in Bonanza Park – RS **- Housing Authority Meeting**

22 **No Meeting**
29 **No Meeting**

September

5 Convention license ordinance amendments – work Jason
Pre-inspections for new business licenses – amendments to Title 4- work Sherry
Beaver Management Policy Discussion - Work, Jim B. 45min.
Stoneridge - Heinrich

12 **Liza gone**
Ordinance approving 496 McHenry Subdivision Replat

18-22 **No Meeting – City Tour**
26 Ordinance accepting the public improvements for the Echo Spur Subdivision - OB
Ordinance renaming the section of McHenry Avenue extending from Rossi Hill Drive north to the name of *Echo Spur Drive. Park City, Utah* – OB.

October
3
10 **No Meeting**
17 Broadband – Scott R
24 Special Service Contract Criteria and Extraordinary Grant Criteria
31 **No Business**

November
7
14
21
28 **No Meeting – Thanksgiving**

December
5
12
19 Acceptance of the audit – Lori C.
26 **No Meeting**

January
2
9 Swearing in Mayor – Council Members
16 **No Meeting – Sundance**
23
30

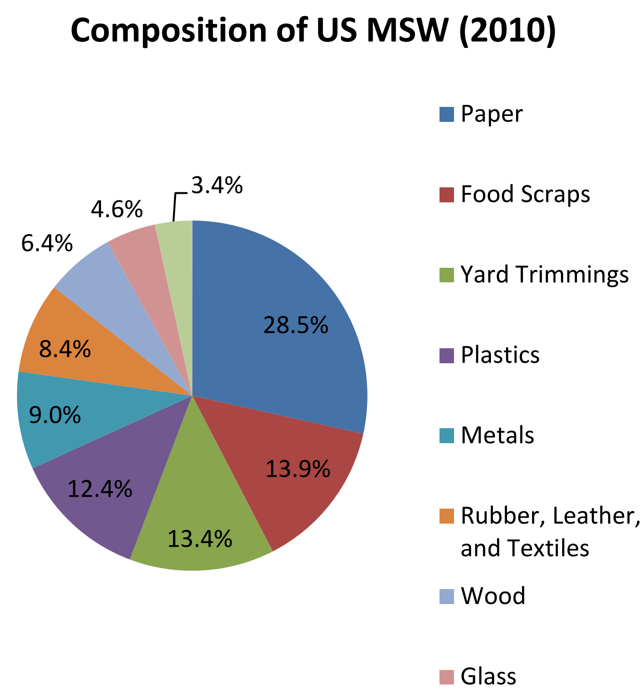
Pending Items:
Canvass for Primary and for General Elections
Construction contract for 10th and 11th Streets
Special Event overhaul
Regional recreation strategic plan
Ice Operations – study
Water leak adjustment policy – work
Latino Community outreach and engagement – study
Gamble Oak Easements
Risner Ridge - HD
Rocky Mountain Power expansion

To: Honorable Mayor/Members of City Council

From: City Manager's Office

MANAGER'S REPORT – August 8, 2013

Submitted by Matt Abbott, Environmental Project Manager



Overview

More than 30% of the United States municipal solid waste (MSW) stream is organic material. Composting this material is an opportunity to increase diversion rates, recover valuable materials, reduce carbon emissions, and extend the life of landfills. Numerous U.S. communities have incorporated community level compost operations as a part of their waste reduction strategy.

Summit County & Commercial Composting

In March 2013, the Summit County Public Health department convened a meeting to gauge the interest and obstacles related to region-wide composting. This meeting was attended by representatives from numerous organizations and agencies, including members of the public and private sectors. The initial meeting focused on assessing regional efforts, particularly within Salt Lake County, and the formation of a local composting pilot program.

In June 2013, City staff was introduced to Collin Beach and Travis Wright of Low Stump Tree Service and Park City Compost. Their company, Park City Compost, was created in response to fee increases at the County landfill as well as the opportunity to do something more environmentally and economically productive with the wood waste that Low Stump Tree Service is generating.

In July 2013, Park City Compost initiated a pilot phase project engaging Canyons Resort, Deer Valley Resort, and Park City Mountain Resort. During this phase Park City Compost is collecting plant sourced food waste from back-of-house operations at all three resorts. This pilot was intentionally initiated in the summer to prepare both the resorts and Park City Compost for substantially increased volumes. If phase-one of the pilot is successful, phase-two will engage the local school system.

Leadership Class XIX Project

The current Park City Leadership Class has initiated a composting project titled "PC Digs Compost." The class has been active with outreach and education related to the benefits of composting and has been providing discounted composting bins at an array of community events. They were able to sell 200 reduced-price composters (subsidized by sponsors) less than one month into their project. The Leadership Class will continue their outreach at community events this summer while also disseminating pamphlets and other educational materials. Their website is http://www.idigcompost.com/

To: Honorable Mayor/Members of City Council

From: City Manager's Office

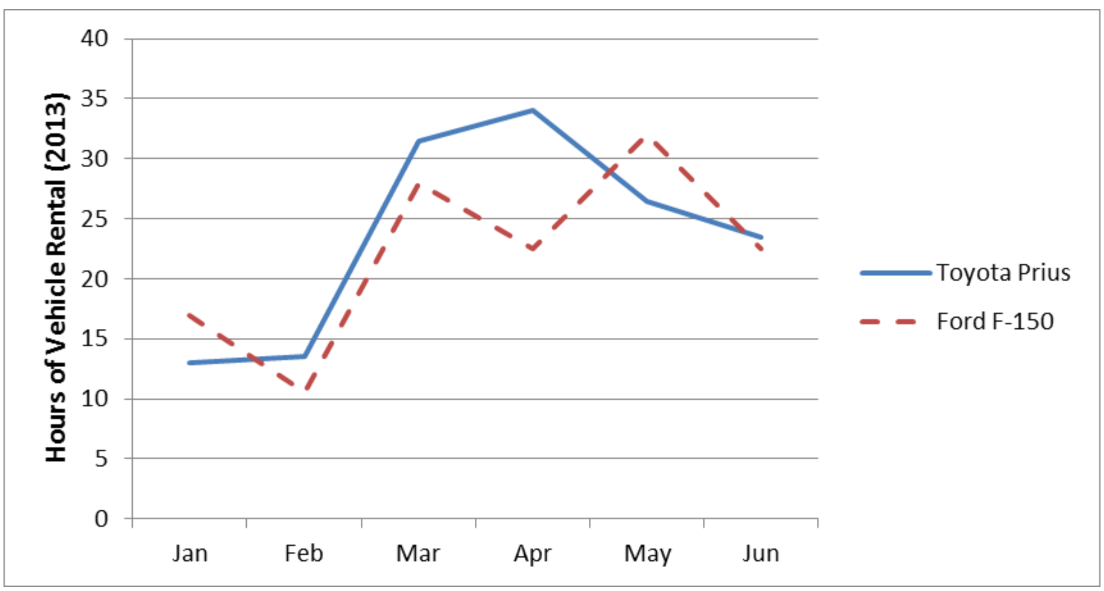
MANAGER'S REPORT – August 8, 2013

CAR SHARING UPDATE

Submitted by Tyler Poulson (Sustainability)

Park City Municipal entered into an agreement with UhaulCarShare for local car sharing services last fall after a public procurement process. The program officially launched in December 2012 when UhaulCarShare made a Toyota Prius and Ford F-150 available for hourly rental from the China Bridge Parking Garage in Old Town. As part of the agreement, the City provides dedicated parking stalls and limited program marketing support. UhaulCarShare is responsible for every other element of the program including maintaining the vehicles, managing the online reservation system, and handling customer inquiries.

A total of 53 customers had signed up for car sharing services in Park City as of June 30, 2013. Members of the program include households, businesses, and other organizations, including Park City Municipal. Individual departments at the City are able to sign-up for car sharing to supplement our existing internal fleet. The below graphic displays reservation trends for the two car share vehicles located in Park City. Both the Toyota Prius and Ford F-150 have experienced an increase in monthly reservation hours, although this trend showed a slowdown in late spring 2013.



Staff expects that reservation trends will gradually increase over time as the program becomes more visible locally. UhaulCarShare and staff have completed a variety of marketing efforts to-date and additional measures are on the horizon. UhaulCarShare just launched a new iPhone App that we anticipate will further bolster success of the program. There is potential for additional vehicles to be added to the car sharing fleet in Park City, but this will depend on reservation rates, partnership opportunities, and the availability of dedicated parking stalls.

Local households, businesses, and other organizations interested in car sharing should visit www.UhaulCarShare.com for more information. Vehicle rental rates start at $4.95 per hour plus a mileage charge. All costs of operation including fuel, insurance, vehicle maintenance, and 24/7 roadside assistance are covered in the rental fees. New customers will receive a discounted $10 sign-up fee, plus $15 in free driving credits, if they use the code **'PCGreen'** when registering this summer.

City Council
Staff Report

Subject: Municipal Carbon Footprint Update
Author: Tyler Poulson and Matt Abbott
Department: Sustainability
Date: August 8, 2013
Type of Item: Informational

Summary Recommendations:
Staff recommends that City Council review the municipal carbon footprint and provide direction to staff to:

- Continue municipal carbon mitigation activities;
- Return to Council in 2014 with updates and recommendations for additional municipal carbon mitigation activities; and,
- Return to Council in 2014 with a recommended new municipal carbon emissions goal.

Topic/Description:
Park City Municipal has made a commitment to track and mitigate our internal carbon footprint. In addition to the link to global climate change, carbon footprints are tied to a host of other environmental, economic, and social issues. Regularly calculating our carbon footprint offers perspective on organizational activities and goals and is a widely accepted Best Practice for measuring progress on sustainability initiatives.

This report includes information on the carbon footprint associated with Park City Municipal operations. The municipal carbon footprint encompasses a variety of activities at the City including the following:

- **Buildings**: City-operated buildings (Electricity and Natural Gas)
- **Water**: Water treatment and distribution operations directly controlled by the City
- **Vehicles**: City-operated vehicles, including all fleet and buses
- **Waste**: City-operated waste pick-up, including City facilities, Main St, and Parks
- **Employee Commute**: Carbon footprint associated with employee commute

Not all municipal activities with a carbon footprint are included in our reporting. Some notable exclusions are employee air travel, lifecycle emissions of construction activities, and lifecycle emissions associated with product purchases. The current scope of the City's municipal carbon footprint was finalized based on industry standards and recommended Best Practices. There is difficulty in calculating lifecycle emissions with the tools currently available, although this task is becoming more feasible over time. In addition to reporting on CO_2-equivalent emissions, staff annually provides details on the financial cost associated with the primary areas of our carbon footprint such as electricity, natural gas, and vehicle fuel. This report will summarize the municipal carbon footprint for 2012 and also provide historical details dating back to 2007.

Background:
In December 2009, City Council approved a municipal carbon footprint goal of being 12% below our forecasted business as usual (BAU) trajectory by the end of 2012. Click here for the Staff Report from 2009 when the goal was set. Staff had been tracking the municipal carbon footprint beginning with the year 2007 and has provided reports to City Council annually. The City has completed a wide array of efficiency and conservation measures internally over the past five years and also strived to construct high efficiency facilities during this time. These activities are not only in line with the 2012 municipal carbon footprint goal, but also support the Environmental Strategic Plan that was approved by City Council in 2009 and most recently amended in 2010. The below bullet points summarize related objectives from the broader strategic plan:

- Objective 1.0: Reduce municipal carbon & greenhouse gas emissions
- Objective 1.4: Address City Council's municipal and community carbon reduction, as well as air quality, goals by identifying economically viable methods of changing the carbon intensity of electricity utilized in our community
- Objective 2.0: Develop general municipal building efficiency measures
- Objective 2.1: Develop internal municipal policies that encourage conservation
- Objective 2.3: Increase utilization and visibility of renewable energy in Park City
- Objective 4.1: Increase utilization of alternative transportation
- Objective 4.2: Maintain air quality at current levels

Staff last reported to City Council on the municipal carbon footprint during an August 2012 mid-year environmental update. Staff conveyed that the City was on its way to meeting the carbon footprint goal based on annual data through year-end 2011. However, staff also expressed concern about upcoming trends. These concerns are summarized in the below statement that was included in the August 2012 Staff Report to City Council:

> "There are three major facilities newly online that will be reflected in the 2012 [carbon] footprint. These facilities include the PC MARC, Quinn's Water Treatment Plant, and the new Transit garage at 1053 Iron Horse Drive. Collectively, these facilities will have a major impact on the municipal carbon footprint and preliminary data suggests this may push the overall footprint up to, or above, the previously set goal trajectory."

The Analysis section of this report highlights the most recent municipal carbon footprint data available, including details through calendar year-end 2012. Staff has compiled trends and narratives related to these activities through data collection and also meeting with staff from all major contributing departments. The Analysis section also includes a "Looking Forward" component that frames major policy and goal-setting questions for Council to consider.

Analysis:

January through December 2012 was the period concurrent with the City's "Goal Year" for our municipal carbon footprint. The City's goal was to emit 12% fewer greenhouse gas emissions than an anticipated Business as Usual (BAU) path. The City ultimately emitted 18,715 tons of CO_2-equivalent (CO_2e) emissions during this time, roughly 8.6% above the goal for 2012. The combined annual cost of electricity, natural gas and vehicle fuel consumed in 2012 was $2.5 million. While the total emissions were less than our anticipated BAU path, the total amount of CO_2e was higher than the goal set in 2009 (see Figures 1 and 2 below).

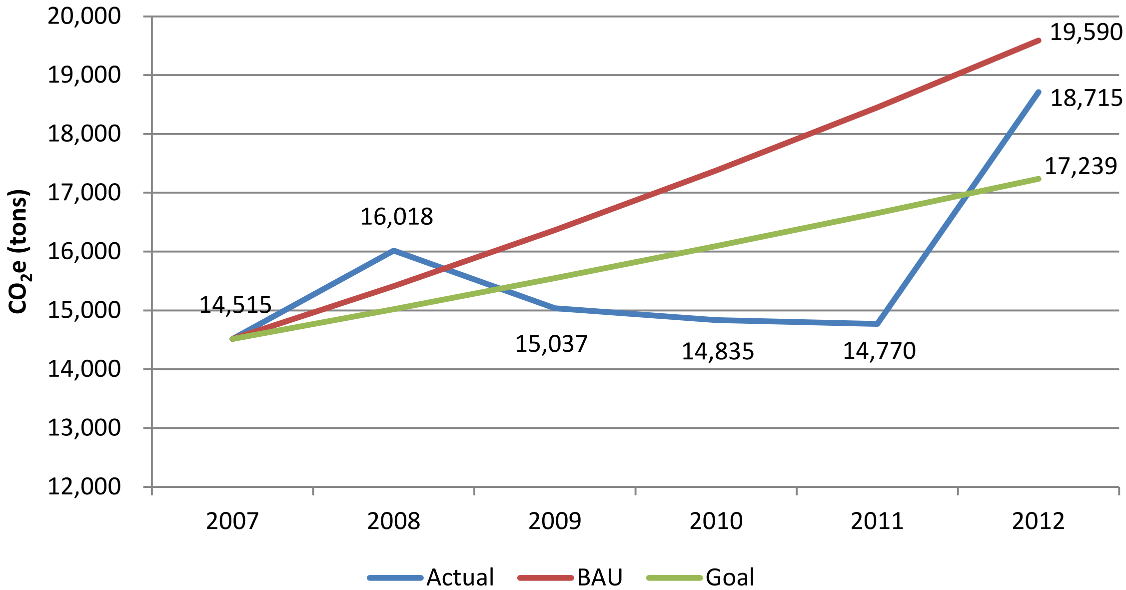


Figure 1. Park City Municipal CO_2e Emissions (Actual) vs. Business as Usual (BAU) and Goal (12% below BAU)

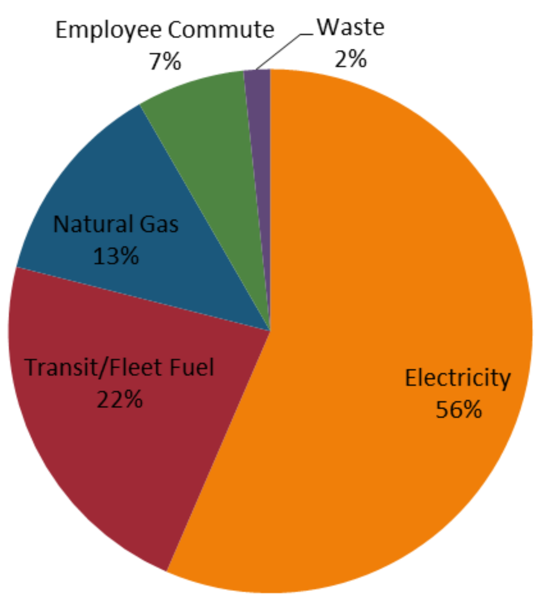


Figure 2. Sources Contributing to Park City Municipal's 2012 Carbon Footprint (18,715 tons CO_2-equivalent)

As was previously forecast in a 2012 Staff Report to Council, the three new facilities that became operational before the start of 2012 (PC MARC, Quinn's Water Treatment Plant, and Transit Facility Expansion) dramatically impacted the amount of municipal CO_2e emitted. These additions pushed total emissions above the 12% below BAU target. The service level expansions and their exact unforeseen carbon impacts are summarized below:

1. **PC MARC Construction:** It was unclear whether this project would occur when originally setting the municipal carbon footprint goal nearly four years ago. This project resulted in 767 tons of additional CO_2e annually compared to the previous Racquet Club Campus.

2. **Quinn's Water Treatment Plant:** Staff was aware that this treatment facility would be constructed before 2012, but didn't fully understand the related energy demands. The treatment plant hadn't been fully designed / engineered when staff was creating PCMC's BAU path and very preliminary energy forecasts underestimated electricity use by an impact of 663 tons CO_2e annually.

3. **Transit Campus Expansion:** This capital project was not anticipated when completing the BAU trajectory for CO_2e emissions. Its subsequent impact increased emissions by roughly 175 tons CO_2e. However, this facility has enhanced regional bus transit services and provided the opportunity for even greater community-level carbon footprint reductions.

The above three events added an estimated 1,605 tons of unanticipated CO_2e emissions to the municipal annual footprint. Figure 3 below reflects what municipal emissions would have been in 2012 in the absence of these unforeseen events.

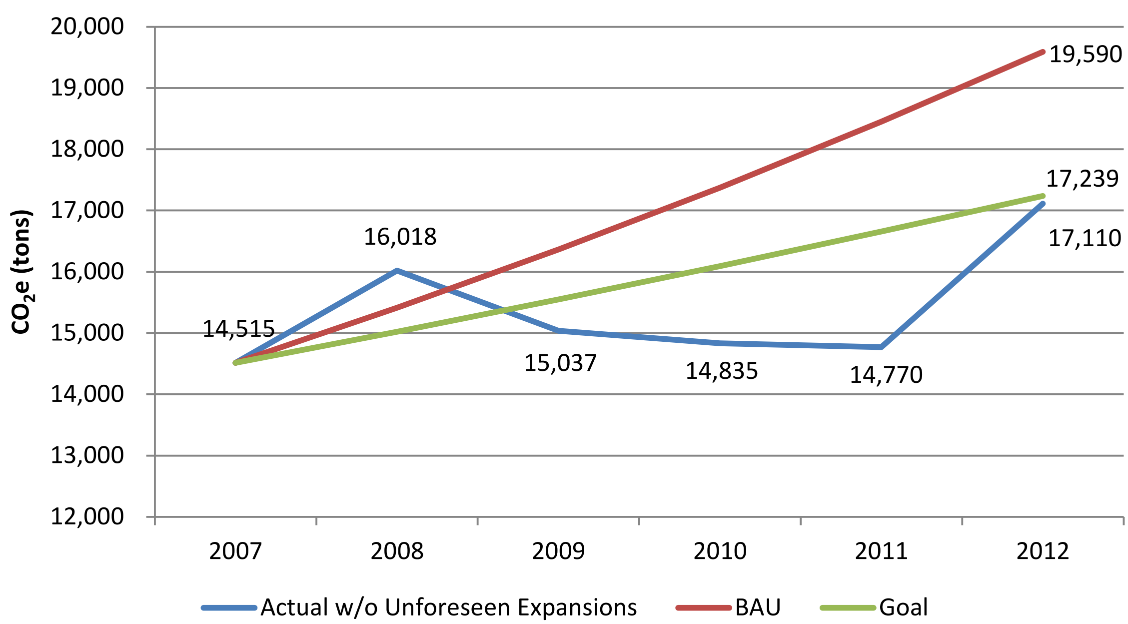


Figure 3. Park City Municipal CO_2e Emissions (Actual w/o PC MARC construction, Quinn's WTP additional energy, and Transit Campus Expansion) vs. Business as Usual (BAU) and Goal (12% below BAU)

Despite the significant carbon impact, it should be noted that all three new facilities represent notable increases in service levels for their related departments. This fact reflects the challenges inherent in expanding operations and service levels while simultaneously attempting to temper growth in carbon emissions. It is also representative of why longer-term emissions goals (e.g., targets 10+ years away) are sometimes favored since near-term perturbations can often be smoothed out over time.

Staff had originally anticipated growth in service levels when approaching Council with the 2012 emissions goal four years ago, hence the growing BAU trend line. The topic of emissions forecasting is explored in more detail in the following section.

Forecasting Future Carbon Emissions and Background on the 2012 Goal
During 2008-09 staff met with all departments throughout the City in order to forecast anticipated changes in emissions through 2012. This process revealed a number of projects on the horizon that were expected to push the municipal carbon footprint higher. There was, however, significant uncertainty in the timing and scope for many of these projects. Staff ultimately took all this information and synthesized it into a few major assumptions that created the BAU trajectory. These growth assumptions from 2007-12 included the following:

1. 16% total increase in Buildings, Facilities and Streetlights energy consumption
2. 55% total increase in Water treatment and related operations
3. 56% total increase in Transit and Vehicle Fleet fuel consumption
4. 16% total increase in Employee Commute and Solid Waste Generation

The total increase in municipal emissions was forecasted to be 35%. All emissions growth weren't necessarily considered an environmental negative in the broader context of all services and goals of the City. Examples of this include emissions increases related to expansions in the transit system that foster greater utilization of alternative transportation. Improved water treatment and system redundancy investments similarly enhance the overall value of this natural resource.

When breaking down the major areas of carbon impact, Park City Municipal met its overall goal for vehicle fuel emissions, but missed the goal for buildings and facilities plus water operations. A summary of actual emissions goals and what the City produced in 2012 is included in Figure 4 below. The figure also contains a column titled "Difference (w/o Unforeseen Expansions)". For this column, staff recalculated what these categories would have totaled if not for major unforeseen infrastructure expansions. To derive this column we assumed energy consumption remained steady at the old Racquet Club and Public Works campuses. The Quinn's Water Treatment Plant was originally included in the BAU growth curve, but the facility ended up consuming more electricity than anticipated. This wasn't necessarily a surprise since original estimates were based on very rough calculations by staff as the facility hadn't been fully designed / engineered at that point.

Emissions Category	12% Below BAU Goal	Actual Emissions	Difference (Actual)	Difference (w/o Unforeseen Expansions)
Buildings, Facilities & Streetlights	6,238	6,955	11.5% over	1.2% under
Water Treatment & Distribution	5,185	6,031	16.3% over	2.4% under
Transit & Vehicle Fleet Fuel	4,451	4,178	6.1% under	6.1% under

Figure 4. Park City Municipal CO_2e 2012 Emissions: Goal Targets vs. Actual Emissions in Three Major Categories

Forecasting emissions trends is a challenging task with many unknowns and educated predictions embedded into the process. The next section will focus on success stories and easier to track emissions trends for facilities and operations that remained in place from 2007-12. There are many positives to report, including mitigated carbon emissions and significant monetary savings for the City and taxpayers.

Municipal Carbon Footprint Trends and Major Successes

The City has completed a series of notable measures to reduce CO_2e emissions over the past five years. A list of the most prominent enhancements and their completion dates is included below:

- Johnson Controls Energy Assessment and Upgrades (completed 2008-09)
    - Retrofitted 20 City-owned facilities for energy and/or water savings

- Transitioned from propane to natural gas at the Ice Arena in order to prevent CO_2 emissions and substantially reduce operating costs (2009)

- Information Technology Upgrades (2010)
    - Completed server virtualization (28 → 4 servers) and desktop energy management settings deployment

- Variable frequency drives for water pumping and installation of raw water pipes (2009-current)

- Installed 430 solar PV panels on four separate City facilities, plus 78 more through the Snow Creek Affordable Housing project (2009-2012)

- Moved City Hall to a shared fleet program and also initiated an hourly car sharing program with a private provider to supplement City fleet needs (2010-2012)

- Installed energy efficient lighting for a number of interior and exterior applications at the City, including LED holiday lighting (2010-current)

- Smart building controls, including Direct Digital Controls systems for HVAC management at the Public Works and Transit campuses (2011)

These completed measures are saving the City an estimated $260,000 annually in fossil fuel costs and reducing the equivalent of 1,393 tons of CO_2e each year. This is comparable to offsetting the annual carbon emissions of 4.3 Marsac / City Hall buildings. These measures were implemented at roughly a net cost to the City of $1.2 million with over 90% of that expense attributable to the Johnson Controls assessment and upgrade project. In many cases, staff was able to procure grant funding to cover upfront costs and/or the projects were part of necessary operational measures. In the case of planned operational upgrades, such as the Water and I.T. projects, the upfront costs weren't rolled into the $1.2 million estimate since the necessity for the projects and benefits derived weren't necessarily for energy saving purposes. Staff has also been successful in **procuring $574,715 in grant awards** for municipal energy upgrades completed since 2009. The vast majority of this funding has been applied to assessing and later installing renewable energy projects on municipal buildings.

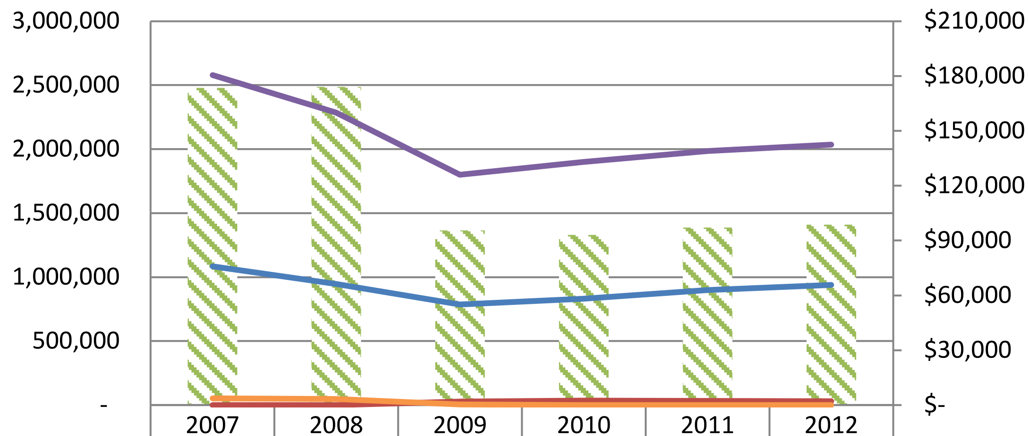
Note that **the above savings figures do not represent the full scope of all emissions preventing activities completed by the City**. We have also integrated a variety of efficiency measures into new construction, such as with the Police Facility, PC MARC, and the Marsac Building renovation. The savings derived from constructing these buildings with energy performance in mind is not included in the retrofit savings total listed above. Furthermore, we do not count the positive energy and climate impacts of past decisions made to *not* build certain municipal infrastructure. The most prominent example of these includes City Council direction received in 2012 to not integrate sidewalk snowmelt into the Main Street improvements project. This decision would have increased lifecycle project and operational costs by between $57,000 and $328,000 annually, depending on scope of the project, compared to current snow removal practices for the Main Street area. The CO_2e emissions avoided annually by the decision to not add snowmelt is somewhere between 466 tons and 2,127 tons, depending on the project scope.

Staff has also focused on improving occupant behavior and environmental awareness among our employee population and this has certainly driven an unaccounted for amount of monetary savings and carbon reductions. We do, however, have bragging rights over Aspen after being named the 2013 "Ski Town Showdown" winner. The results from this employee green behavior challenge will prevent an additional 468 tons of CO_2e emissions annually if employees sustain newly committed actions for one year (details at ParkCity.org/BeatAspen).

There are still some uncompleted items remaining from the carbon reduction plan that staff provided to City Council in 2009 (details here). Notable items still in the queue include the procurement of higher efficiency vehicles, micro-hydro turbines in our water system, and even greater water conservation savings on a community level. Regarding higher efficiency vehicles, Sustainability and Fleet have collaborated on a new framework for vehicle procurement that includes lifecycle costs, emissions, and other considerations in the evaluation process. This framework is now fully developed and ready for utilization in upcoming vehicle procurements. Micro-hydro turbines are scheduled for installation sometime in 2014 and Water staff continues to explore new possibilities for driving conservation on a community level. Saving water will have the positive co-benefit of reducing the energy and carbon emissions associated with treating and distributing this resource.

In preparing this municipal carbon footprint update, Sustainability staff met with 13 separate internal departments whose activities and participation is critical to Council's environmental goals. These meetings revealed a clear commitment from municipal management and other staff to contribute in tangible ways to mitigating our carbon footprint. The below graphics highlight just a small portion of the success stories that resulted from Council policy direction and an internal team effort to minimize the environmental impacts and financial costs associated with our carbon footprint.

Ice Arena



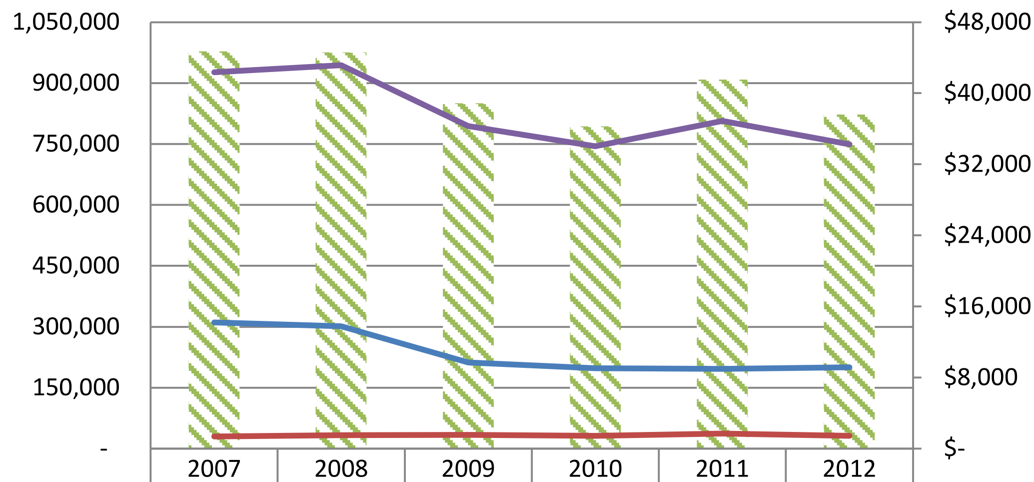
	2007	2008	2009	2010	2011	2012
Carbon Footprint ($)	$173,387	$174,052	$95,420	$93,061	$97,063	$98,646
Energy (kWh)	1,082,720	945,840	785,360	831,520	899,280	938,160
Gas (therms)	-	-	26,641	34,228	31,346	29,849
Propane (gal)	51,829	47,939	6,000	-	-	-
Carbon Footprint (lbs)	2,577,769	2,285,557	1,799,413	1,899,236	1,983,912	2,034,429

Figure 5. Energy, Emissions, and Cost Trends for the Park City Ice Arena

The Park City Ice Arena has substantially reduced both its carbon footprint and related costs over the past five years. The carbon footprint associated with the arena has been reduced by 21% and fossil fuel-related costs have fallen by $74,741 (43%) when comparing 2012 to 2007. The biggest contributor to this was the replacement of propane with natural gas for onsite energy needs. This decision had an upfront cost of roughly $30,000, but paid off in just under five months. Along with the 24 solar panels atop the Ice Arena and some Johnson Controls upgrades, Ice staff has implemented a number of other positive behaviors and efficiencies that support cost savings and footprint reduction.

Johnson Controls (JCI) called out the exemplary energy performance of the Ice Arena in its 2013 Measurement & Verification report for Park City. JCI noted that the Smart Energy Design Assistance Center (SEDAC) has reviewed ice arenas nationally and created a standard energy performance range of 23.5 – 70.5 kilowatt-hours / square foot of energy consumption per year. The Park City Ice Arena is currently performing at 20.4 kilowatt-hours / square foot per year, even better than the optimal energy benchmark published in the SEDAC report.

Library



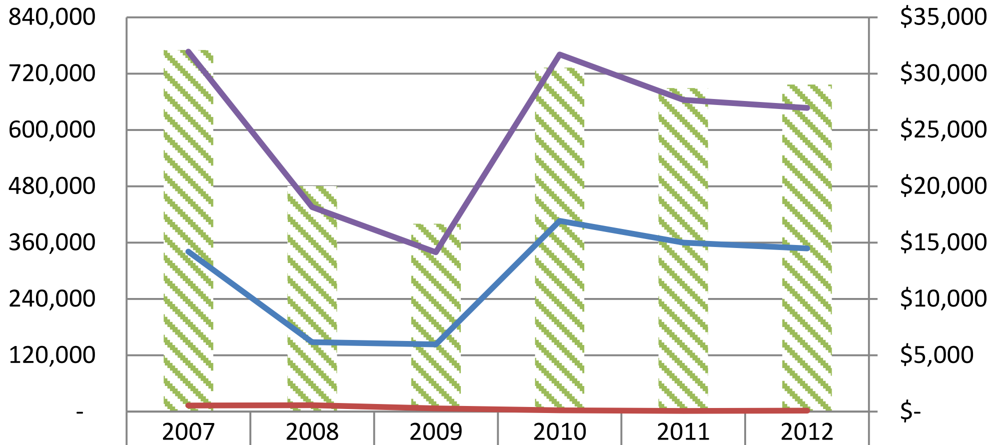
	2007	2008	2009	2010	2011	2012
Carbon Footprint ($)	$44,697	$44,577	$38,862	$36,280	$41,521	$37,587
Energy (kWh)	310,480	301,680	212,640	197,760	196,160	200,400
Gas (therms)	30,404	33,045	33,692	31,836	37,087	31,854
Carbon Footprint (lbs)	926,978	943,998	793,927	744,571	806,638	749,484

Figure 6. Energy, Emissions, and Cost Trends for the Park City Library

By year-end 2012 the Library's carbon footprint had been reduced by 19% compared to 2007 totals. The facility also reduced annual fossil fuel-related costs by about $7,000 (16%) during that same time period.

Library staff has accomplished a number of notable internal successes and they are also expanding their environmental impact outwards by hosting related community events. The Library has expanded and migrated parts of their collection to eBooks, eMagazines, audio downloads, and online coursework. They have also opened a Digital Media Lab. The Library provides a great example of how to mitigate an environmental footprint while simultaneously increasing level of service. There is a major renovation and expansion currently planned for the Library and Sustainability staff will be collaborating on how to complete that project in a way that incorporates energy efficiency and other environmental considerations.

Marsac Building / City Hall



	2007	2008	2009	2010	2011	2012
Carbon Footprint ($)	$32,088	$20,036	$16,684	$30,521	$28,723	$29,014
Energy (kWh)	340,800	148,400	143,320	406,440	360,240	347,800
Gas (therms)	13,064	13,918	6,879	3,182	1,982	2,363
Carbon Footprint (lbs)	766,489	435,474	339,464	760,873	664,028	646,648

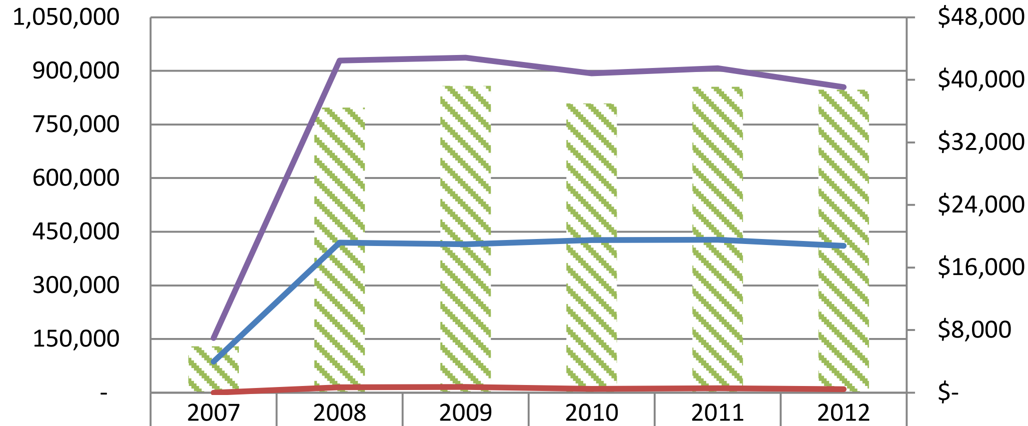
Figure 7. Energy, Emissions, and Cost Trends for the Marsac Building

The Marsac Building (a.k.a. City Hall) underwent a major renovation from 2008-09. This renovation included adding a number of efficiency measures along with space cooling in the summer to improve occupant comfort. In spite of the increased energy demands of space cooling, the building was able to reduce its overall carbon footprint by 16%. The Marsac Building also saved over $3,000 on electricity and natural gas relative to 2007, despite inflation in the cost of energy. A number of environmental and energy measures were integrated into the building during its renovation five years ago, including:

- Ground-source geothermal heat pump for heating and cooling along with smart temperature management controls
- Premium efficiency lighting, occupancy sensors, and auto-dimming technology
- Low-e high performance glass windows
- Low VOC sealants, adhesives, paint, and carpet
- High efficiency water fixtures and a reduction in landscaping water demands

In addition to energy enhancements, the structure was upgraded to be more resilient in the event of an earthquake. In December 2010, 80 solar panels were added to the Marsac Building roof and this clean energy project is providing slightly less than 10% of the building's total energy demands. The Marsac Building renovation was a great example of how to complete holistic improvements to lower energy costs, improve building safety, and enhance occupant comfort.

Police Facility



	2007	2008	2009	2010	2011	2012
Carbon Footprint ($)	$5,934	$36,464	$39,208	$36,975	$39,120	$38,755
Energy (kWh)	86,299	419,381	415,360	426,800	427,600	410,880
Gas (therms)	-	14,877	16,111	10,977	11,993	10,129
Carbon Footprint (lbs)	153,205	928,404	936,513	893,363	907,340	854,619

Figure 8. Energy, Emissions, and Cost Trends for the Park City Police Facility

Park City Police moved into a new facility in 2008. Since the first year of operation in the new building, Police have reduced their facility carbon footprint by 8%. However, energy cost inflation has led to a $2,000 annual increase in energy costs. The addition of 88 solar panels to the roof in late 2012 will provide about 9% of the facility's annual electricity usage and further reduce the footprint from its 2008 baseline.

Building Maintenance, Golf, and Parks

A variety of other City departments have been active in deploying carbon reducing measures the past few years. This section will highlight just a few of these examples. The Building Maintenance department has shown an increasing interest and ability to drive energy efficiency and conservation improvements in the past few years. In addition to enhanced management of HVAC settings and procurement of high-efficiency lighting, this department is committed to utilizing green and environmentally conscious cleaning products within City facilities. They have also been instrumental in providing technical expertise and onsite support to the solar contractors who have completed recent projects and related solar feasibility studies.

Golf has reduced their carbon footprint by 9.5% and total annual energy costs by roughly $6,000 since 2007. Golf's aptitude in water management as well as upgrades in their irrigation system has reduced their energy and water use, thereby lowering operating costs. Golf utilizes an all-electric cart fleet, operates five hybrid lawn mowers, and benefited from an upgraded water pump station in 2009.

Parks & Fields has also been making meaningful strides towards sustainable operations. They have been proactive in installing LED lighting in 2010 and noted a

35% cost savings. They have also installed irrigation controls technology that assesses irrigation needs automatically. This has reduced the total amount of water supplied while also saving energy.

Overall, Park City Municipal has a tremendous amount of success to report regarding leading energy and environmental practices within our operations. In addition to saving money and preventing greenhouse gas emissions, City employees have contributed in other positive qualitative ways to the overall sustainability vision set forth by City Council. Meetings with internal City departments and staff have revealed a strong appetite for building upon past successes and moving forward in an even greater leadership capacity. The next section highlights a few of these next steps along with key lessons learned from our carbon tracking practices and related mitigation efforts.

Looking Forward: Lessons Learned, Goal-Setting, and Other Policy Considerations

This report provided a high level summary of internal carbon tracking and mitigation efforts in recent years. City Council originally set a municipal carbon footprint goal to be 12% below our business as usual (BAU) trajectory by 2012 and, while that goal was missed due to unforeseen operational expansions, PCMC has made notable strides in mitigating our footprint. When only accounting for retrofit activities, and excluding efficiencies integrated into new buildings as well as positive behavior changes, we have documented nearly 1,400 tons of CO_2e emissions reduction annually and savings of over $260,000 each year due to lower consumption of fossil fuels. These environmental accomplishments were achieved at a strong net financial benefit to the City and were accompanied by $574,715 in outside grants for municipal carbon footprint reductions.

While the City does not have a specific carbon footprint target in place now that the 2012 goal year has passed, staff continues to pursue mitigation activities. These activities are in line with past Council direction, including the related Objectives from the Environmental Strategic Plan that were summarized in the Background section of this report. Some of the footprint mitigation activities on the near-term horizon include:

- **Efficient Vehicles**: Sustainability and Fleet has co-developed a framework for assessing new vehicle procurements with financial, environmental, operational, and other factors in mind. This framework is set to be deployed when evaluating future additions to our internal vehicle fleet.

- **Renewable Energy**: Installation of new micro-hydro turbines for electricity generation is expected in 2014. Staff is awaiting final engineering and product selection for this project, but expects the turbines to generate significant amounts of clean energy. Staff is also wrapping up a solar feasibility assessment of the PC MARC. Details from this assessment, and other opportunities regarding renewable energy, will be presented to City Council this fall in a dedicated Work Session on the topic.

- **Energy and Facility Management**: Staff has been refining the scope for an upcoming RFP to enhance internal energy savings. The project would utilize third-party, professional services to assess buildings and create a scope of work prioritized based on carbon savings and financial payback. Staff would also receive an audit of current facility maintenance practices, plus recommendations to improve and streamline how we maintain facilities and related equipment that consume energy. The project will be paid for out of an existing CIP balance remaining after the Johnson Controls work finished under budget.

- **New Natural Gas Provider**: The Budget department led an effort to migrate a few major City facilities to a new natural gas company. Summit Energy, a wholesale natural gas provider, began servicing the four largest municipal natural gas meters in July 2013. While this move is not expected to prevent carbon emissions or save energy, pricing discounts are forecasted to drive savings of up to $30,000 annually. The one-time capital cost associated with this move was $10,000 for enhanced metering capabilities.

Staff is not recommending a new municipal carbon footprint goal at this point. We are still interpreting outcomes from the last few years and have yet to embark on new emissions forecasting activities. The most recent exercise in goal-setting and pursuing mitigation activities has revealed a number of key lessons, including the challenge of predicting business as usual trends in the face of uncertainty and potential new projects. Staff has also been active surveying other municipal carbon footprint goals from around the country. This survey has revealed a wide range of reduction targets and goals, ranging anywhere from a few years out all the way to mid-century.

Carbon footprints are tied to a wide range of issues and opportunities, broadly spanning community, economic, and environmental concerns. While Park City has clearly been able to derive local improvements and financial savings from its carbon mitigation work, there are also broader global considerations. These include impacts such as an increasingly warmer planet along with related climate disruption. As a 2013 report from the World Meteorological Organization (WMO) highlights, “human-caused climate change is trending in just one direction. This is because atmospheric concentrations of carbon dioxide, methane, nitrous oxide and other greenhouse gases are increasing steadily, due to human activities.” This global temperature trend is displayed in Figure 9 below which was taken from the aforementioned WMO report.

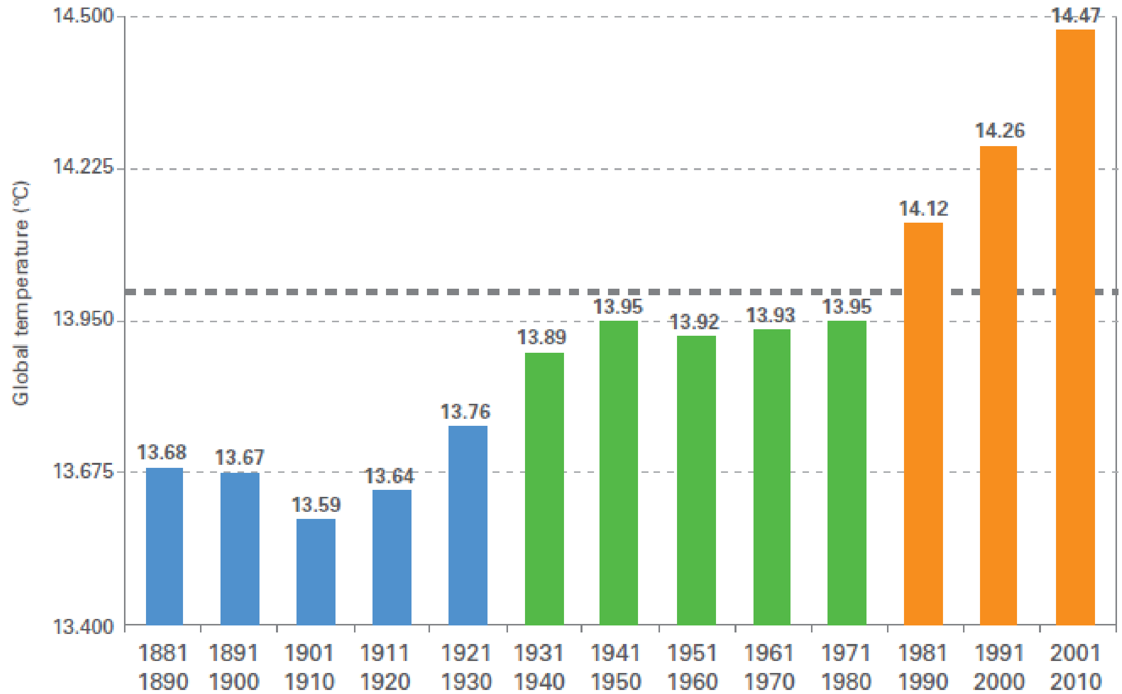


Figure 9. Decadal global combined surface-air temperature over land and sea-surface temperature (°C) obtained from the average over three independent datasets. The horizontal grey line indicates the long-term average value for 1961–1990 (14°C). Source: "The Global Climate 2001-2010" by the World Meteorological Organization.

Driving significant reductions in future greenhouse gas emissions is necessary to reverse this warming trend. As human civilization attempts to slow the growth of emissions in the near term accomplishing larger system-wide GHG reductions should simultaneously be contemplated. Park City Municipal is not unilaterally responsible for the warming trend to-date, or future global emissions reductions, but has committed to taking action locally to create a better planet and more stable climate. The ongoing level of that commitment along with the difficult trade-offs it represents are pressing local considerations both today and for decades to come.

Department Review:
The City Attorney and City Manager reviewed this report. Sustainability staff met with a number of internal City departments prior to drafting this report, including Building Maintenance, Capital Projects, Fleet, Golf, Ice Arena, Library, Parks & Fields, PC MARC, Police, Public Works, Special Events, Technology, Transit, and Water.

Alternatives:

A. Approve (Staff Recommendation):

City Council directs staff to continue implementing carbon mitigation measures along with tracking and reporting on the municipal carbon footprint annually. Staff will continue to pursue measures in line with the Council-adopted Environmental Strategic Plan and would return in 2014 for a discussion regarding municipal carbon footprint goal-setting.

B. Deny:
City Council could direct staff to cease its carbon tracking and mitigation activities. This Alternative would mean that the City foregoes upcoming opportunities to reduce environmental impacts and create net financial operational savings.

C. Modify:
City Council could approve the Staff Recommendation, but with some modifications such as alternative direction on goal-setting practices and timing of these endeavors.

D. Continue the Item:
City Council could direct staff to return at the soonest possible date to explore alternative future paths before giving direction on next steps.

E. Do Nothing:
City Council could choose to take no new policy action at this time. This option would be similar to pursuing Alternative A, but without renewed support of Council.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and w orld-class recreational facilities, parks and programs + Internationally recognized & respected brand	+ Reduced municipal, business and community carbon footprints + Managed natural resources balancing ecosystem needs + Effective w ater conservation program + Enhanced conservation efforts for new and rehabilitated buildings	+ Skilled, educated w orkforce	+ Fiscally and legally sound + Engaged, capable w orkforce + Well-maintained assets and infrastructure + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	Very Positive	Positive	Very Positive
Comments: Tracking and mitigating our internal municipal carobn is a critical component of the overall Sustainabiltiy program in Park City. Related activities result in benefits for the environment, community, and financial bottom-line for Park City Municipal and broader community.				

Funding Source:
Staff is not requesting any additional funding related to ongoing internal carbon mitigation activities at this time.

Consequences of not taking the recommended action:
Park City Municipal has driven a number of environmental benefits while simultaneously saving significant amounts of taxpayer dollars through its internal carbon mitigation efforts. Energy efficiency and c onversation plus renewable energy generation has created an ongoing annual benefit of at least $260,000 in savings. These activities are simultaneously reducing nearly 1,400 tons of CO_2e annually, equivalent to the yearly emissions footprint of 4.3 Marsac / City Hall buildings. Staff has also been successful in garnering and ex pending $574,715 in outside grants for municipal carbon footprint reductions since 2009.

Not continuing our municipal carbon mitigation efforts would severely reduce the level of service provided by the Environmental Sustainability department. In addition to foregoing environmental and financial benefits, this decision would compromise the leadership status that Park City Municipal has acquired in the sustainability field.

Recommendation:
Staff recommends that City Council review the municipal carbon footprint and provide direction to staff to:

- Continue municipal carbon mitigation activities;
- Return to Council in 2014 with updates and recommendations for additional municipal carbon mitigation activities; and,
- Return to Council in 2014 with a recommended new municipal carbon emissions goal.

Attachments:
None

PARK CITY COUNCIL MEETING Minutes (Pending)
SUMMIT COUNTY, UTAH,
July 11, 2013

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, July 11, 2013. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Mark Harrington, City Attorney; Wade Carpenter, Chief of Police; Officer Boxall; Claire Marlin, Park City Police Department; Sharon Bauman, Senior Recorder and Elections Official; Thomas Eddington, Planning Director; Kirsten Whetstone, Senior Planner; Phyllis Robinson, Communications and Public Affairs Manager; Tommy Youngblood, Special Events and Project Manager

Absent: Diane Foster, City Manager (excused)

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Swearing–in of Police Officer Arthur Boxall – Police Chief Wade Carpenter introduced Arthur Boxall; Officer Boxall has been with the Park City Police Department as a Reserve Officer for a year. The department is very happy to have Officer Boxall on board. Officer Boxall's wife, children and other family members were in attendance for the swearing in ceremony; his wife Merlann commented on how proud his family members were of him. Mayor Williams administered the oath of office; Claire Marlin executed the Oath of Office.

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*
The Mayor invited Public Input

1. North Silver Lake Project - Lisa Wilson resident of Silver Lake asked for corrections be made in the June 13, 2013 Council meeting minutes during which she had come to the podium to testify. Jody Morrison, Assistant City Recorder stated she would make the corrections. Ms. Wilson thanked Mr. Harrington, City Attorney for his taking time to speak with her earlier, she learned a lot.

Ms. Wilson then addressed the Council regarding open space in Silver Lake and the Deer Valley MPD. She expressed her disappointment in not winning a legal case; if anyone would like clarification on this they have her permission. Additionally she wanted the city to know that earlier in the day she had taken a hike and saw that an LOD fence had been placed around an area that appeared to soon be graded. She researched the public records and found nothing regarding a permit for that plat. Ms. Wilson then referred to a Deer Valley MPD map that she had submitted to the City previously and felt she wanted to clarify an area on the map. She referenced a condition of approval that was issued in 1990 in North Silver Lake; Ms. Wilson then read the condition to Council. Mayor William added clarification in regard to the document that Ms. Wilson had handed out to Council; Mayor Williams stated that Council had not received the complete document from Ms. Wilson; Ms. Wilson agreed with Mayor Williams, she did not give them the complete document. Ms. Wilson then continued on to discuss the original 2009/2010 Conditional Use Permit for North Silver Lake Lodge. She went on to state that when she and her neighbors purchased in North Silver Lake they were told that the hotel that was to be built in North Silver Lake was to be of similar size to The Goldener Hirsch.

Mayor Williams then asked if there was anyone else that would like to address Council and stated that there was no one.

IV MINUTES OF MEETING JUNE 6, 2013 AND JUNE13, 2013

Councilman Alex Butwinski, “I move to approve the meeting minutes of June 6, 2013 and June 13, 2013 as amended”. Councilman Andy Beerman seconded the motion. Motion unanimously carried as to(corrected)

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

VI RESIGNATIONS AND APPOINTMENTS

1. Consideration of the appointment of two members to the Recreation Advisory Board (RAB) for terms expiring July 2016. Mayor Williams acknowledge the appointments of Meisha Lawson and Spencer Lace to the Recreation Advisory Board and congratulated them.

2. Appointments of Election Judges for the 2013 Primary and General Elections.

Councilwoman Liza Simpson, “Your honor, I move that we approve the Resignations and Appointment agenda items 1, and 2 as stated in the staff reports”. Councilman Alex Butwinski seconded the motion. Motion unanimously carried.

VII OLD BUSINESS

1. Consideration of Rocky Mountain Power expansion of the Bonanza Substation of low v. high profile design alternatives, located on Woodbine Way, Park City, Utah

Mayor Williams opened the Public Hearing.
Mark Fischer stepped to the podium. Mr. Fischer has been working with his neighbors Powdr Corp and the Wintzer’s; they are hoping to come up with a consensus. Presently they are evaluating two layouts 1. North / South layout that would extend into the Recycle Center 2. East / West layout that would extend into the back of the yard. Then he mentioned the hybrid approach which does a bit of both. The simplicity of this approach is that the West 40-50 feet (inaudible) center and the current substation would be traded for the back of the yard; the more developable pad would be in the back of the yard. If Council is familiar with the property, the triangular part that comes up from Homestake is very narrow; the newest idea would be to try and widen it so that they could effectively build a building pad to square it up. They have scheduled another important meeting for next Tuesday and then plan to come back to Council. Mr. Fischer stated that his hope in the end would be to have all four parties, the City being the 4th party, approach Rocky Mountain Power with one plan.
Mayor Williams closed the public hearing.

The Mayor requested a motion to continue to a date uncertain. Liza Simpson “I so move” Councilman Peek seconded the motion. Motion unanimously carried.

VIII NEW BUSINESS

1. <u>Consideration of a Master Festival License for the Bike DealerCamp to be held July 25, 26, 27, 2013</u>. Tommy Youngblood Special Events and Project Manager for the Sustainability Department addressed Council. Mr. Youngblood reviewed with Council the request from the Bike DealerCamp committee which was to add a consumer day on Saturday and a small bike race. Staff recommends that Council approve. Mr. Youngblood stated that Deer Valley likes the event, it takes very little public property and that it is a good community event. Mr. Youngblood also told Council that he had spoken with the local bike shops; they expressed interest in seeing how the newly added consumer day would go. Mayor Williams asked if Council had any questions. Councilwoman Simpson asked if there would be any conflict with the construction on Deer Valley Drive and the event. Mr. Youngblood stated that the Deer Valley construction crews were aware of the event and planning to make adjustments. The ride is an early morning ride with about 150 riders in three different groups they don't expect large participation. Ms. Simpson also wanted to know if Bob Kohler was aware of this event; this question stems from an approaching presentation to the Chamber concerning all of the bike event activities in town. Mr. Youngblood mentioned that Park City is known as a biking community and that it is time to get everyone on the same page; they will be addressing that very soon.
Councilman Beerman inquired why the event came to Council so late. Mr. Youngblood stated that his staff load has been a bit heavy and apologized to Council; the organizers were on time and within their ninety days, additionally the City has been in discussions with them for the last two years when the event was first mentioned. Lastly Mr. Beerman was concerned about the rough road being ridden and suggested an officer escort the riders on an alternate route, (SR 224). Mr. Youngblood believes that the draw may not be that large, most people will be at consumer days. The rides were scheduled at different times and thought it may not be a problem to do this.
Councilman Butwinski had questions directed at Council regarding bonding being required for some of these events. Does Council want to put this on a future agenda? Mark Harrington, City Attorney stated that Council has the ability to require bonding; a study session does not need to take place.

Mayor Williams opened the Public Hearing; there was no input; Mayor Williams closed the Public Hearing.

The Mayor requested a motion. Andy Beerman "<u>Your Honor I move we approve the Master Festival License for the Bike DealerCamp to be held July 25, 26, 27, 2013</u>" Councilwoman Matsumoto seconded the motion. <u>Motion unanimously carried.</u>

2. <u>Consideration of an Ordinance amending the Land Management Code, Chapter 6 Master Planned Developments, Chapter 2.16 General Commercial</u>. Kirsten Whetstone, Senior Planner greeted the council and introduced herself. She went on to identify the three main topics being discussed this evening as parts of the amendments to the Land Management Code. First topic will be the *amendments to the general commercial zone* – those are for corrections for lots within the Prospector Overlay Site Development Zone that will allow zero lot lines; there were some lots that had been left out when some additional parcels had been replatted, those lots are listed in number in terms of which ones get zero lot line and those that are required in the Prospector Overlay. Second topic is the *Applicability of Master Planned Developments* – where are master planned developments allowed to be applied for. In all of the zones in Park City, where allowed, required and not allowed. Third topic *Additional Review*

Criteria and clarifying the language used when reviewing an application for a Master Planned Development.

In terms of the GC it's pretty straight forward with redlines specifying the Prospector Overlay allows reduced site setback for designated effected lots and describes which lots they are and corrects those according to the plats.

Clarifying the Purpose and Applicability of Mater Planned Developments – generally the Master Planned Development processes for planners is very useful in getting an overall idea of what a development should be for and area, for instance Deer Valley, Park City Mountain Resort and the Flagstaff area are all Master Planned Developments. It is an overall look. Park City used to have small scale and large scale developments. The small scale could be a 200 room or 300 lot subdivisions larger than staff would want to review as a Conditional Use Permit (CUP) but not as big as an overall look coordinating the utilities, land use and various aspects of a bigger development. In the 90's the large scale master plan was not as utilized as often because the City had already master planned the large pieces. The City decided that master planned developments should really be for the larger properties; the City didn't want to use the Conditional Use Permit because those are really use by rights. If staff mitigated the impacts for someone with a CUP it has to be approved unless the impacts couldn't be mitigated. In revising the Land Management Code (pg. 63 of report) residential projects with ten or more lots or commercial developments with 10,000sq ft. and any project utilizing transferred development rights overlay, hotels and lodging projects became the scale that staff began to look at as requiring master planned developments. It was primarily the design related problems, a bit more flexibility, more height for architectural interest, reduced setbacks or opens space in exchange for other things where a master development could work better in that zone or area, and could be more site specific but still wanting more than a CUP look. The language that is in the code currently is stated in a confusing manner (*allowed, required and not allowed, not required*) it is very confusing so staff rewrote the language to make it clearer.

The Planning Department has had quite a bit of public input on this with the Planning Commission looking at this since August of last year. City Council and the Kimball Art Center Board had met to look at the ability to look at a master planned development and the design flexibility in the HRC Zone (a stand-alone zone). This is not similar to a property that had another zone tied to it such as the Sky Lodge or properties on Main Street that flow into the HR2 Zone (transition zone). The master planned development process allows some flexibility in terms of setbacks and various design aspects. Staff has continued to work with the Planning Commission, gathered more public input along with working with the Historic Preservation Board. Ms. Whetstone then gave a brief update on the situation in regard to the Kimball Art Center. She stated that the last meeting with the Planning Commission was held on May 8th where the Commission reiterated that they did not want to require or allow master planned developments in the HRC zone (lower Main Street area) or the HCB (Main Street Business) staff also recommended the same. Planning Commission had mentioned that their recommendation was not to allow an MPD which meant there was not any flexibility for height exception. Ms. Whetstone then asked Council if they had any questions. There were no questions.

Ms. Whetstone then continued on to discuss the third topic - Review Criteria for Master Planned Developments. This is really just clarification for the review criteria, regarding verbiage and reiterating that building height exceptions will not be granted for Master Planned Developments within the HR1, HR2, HRC and H CB because there are areas where a master planned development is allowed within two zones. Reiterating that there would not be height exceptions for those master plans. There were some additional language changes for site specific analysis for those height exceptions and landscape and streetscape. Staff also amended the code to make landscape plans required and listed the requirements. Additionally added: a section on noxious weeds in MPD; added a section on Historic Mine Waste mitigation; specificity in terms of resort accessory uses; areas that don't require density - employee locker rooms, employee break rooms and dining areas. Ms. Whetstone then asked if there were any questions from Council.

Councilman Beerman questioned the verbiage of 15-6-5 Landscape and Street Scape regarding noxious weeds. Ms. Whetstone stated that her recommendation for the change would be the verbiage to read "*in a matter consistent with Summit County Weed Ordinance".* Mr. Beerman also wanted to know if there was a definition of Best Planning Practices referenced in the report at the top of page 71. Ms. Whetstone stated that there are best planning practices, green practices although it is a moving target. Mr. Beerman asked if the City is going to require this then it should be defined. Ms. Simpson interjected that the LMC does reference the residential and commercial energy and green building program. Mr. Eddington, Planning Director stated that the APA has the best practices manual and a website and LEED has their Questar best practices. Ms. Whetstone thought that staff could define 'best practices for sustainable developments" and then in that definition could describe where one would find those in the code. She continued stating that she did not have the definition presently although would come back to Council with one based on Council's direction.

Ms. Matsumoto had questions regarding the exceptions to the requirements for an MPD in HRL, HR1, HRC, HCB. Mayor Williams had questions on 15-6-8. (G) Resort Accessory Uses specifically *back of house*. Ms. Whetstone mentioned that elsewhere in the code under support uses that references the amount of meeting space in a hotel, 5% of the total residential square footage. Mayor Williams felt that it could be better defined, less nebulous and clearer. Mr. Eddington stated that the Mayor was speaking of the Residential Accessory Use and this is a Resort Accessory Use. The Mayor went on to state that to a certain extent when the plans are being reviewed the public and Council wants to see the total square footage, and this helps in that regard. Mr. Harrington interjected that just the opposite is true; these sections enable some ambiguity, rather than limit or define square footage. If the Council would like to re-look at this they should give staff direction. Mr. Eddington stated that these sections allow for additional space over the net square foot to get to the higher gross square footage. He mentioned the residential accessory use back in 1985 when the City had one set of criteria, this has changed a bit although staff still allows for additional square footage. Ms. Matsumoto wanted clarification on the large building at the base of Deer Valley that includes the ticket office and ski patrol – does that space and square footage not count for anything? Mr. Eddington stated that the regular resort use square footage includes locker rooms, public restrooms, etc. and do not count against the square footage. Mr. Eddington stated that day use, office, meeting space, restaurants – their day-to-day use spaces – all count in terms of square footage; although when you reference employee areas, these don't appear to count against total allowed square footage. Ms. Whetstone brought Snowpark Lodge up as an example – the Deer Valley Master plan does not allocate density for The Snowpark Lodge. It is allowed because it "supports" the whole resort. The "G" Section in the "Code" primarily applies to Park City Mountain Resort and Deer Valley for the ski resort uses. "F" Section is Accessory Uses for a hotel and they are very specific.

Mayor Williams asked as an example if the resort came to the City with a 500, 000 sq ft maintenance facility would that be acceptable? The answer is that it would have to be counted as "support" to not count against the total allowable square footage for a project. Ms. Matsumoto was concerned that as an example another Snowpark Lodge could build its way up the hillside without any public input. Councilman Butwinski stated that it would be an MPD therefore it would have to be open to public input.

Mr. Harrington mentioned that Council may want a study session to discuss the policy and understand the history as to how the code came about, what the pros and cons were. Mr. Harrington went on to add that many extended presentations had taken place back then discussing what should be included in the base area facilities.
Ms. Simpson stated that she would like to have a study session and a more robust discussion that included resort accessory uses and resort back of house. Ms. Matsumoto agreed with Ms. Simpson and stated that she certainly supports the resorts although there needs to be some clarification available to the public. The public will be impacted by what future development may take place around the resorts.

Mayor Williams had questions regarding how restaurant space would be defined, what uses would be included; restrooms? Ms. Whetstone stated that a restaurant itself would be reviewed separately unless it was part of a mixed use. Mr. Harrington stated as an example Silver Star Café – the common areas are supporting the commercial units and those restrooms are likely excluded, you have very small commercial units.

Mr. Butwinski commented on parking whether it is included in gross square footage regarding resort accessory use.

Ms. Matsumoto brought the Prospector Area back with questions on floor area ratio. Mr. Harrington mentioned that is the methodology the staff is moving away from. Ms. Matsumoto wanted to know why resort developments were treated so differently. Mr. Eddington stated compatible mass and scale was desired; the idea of keeping all uses in the same area was desirable. Mr. Eddington stated that staff would change the section regarding the employee restrooms and areas and then go forward with a study session.

Mayor Williams then opened the public hearing.

Lisa Wilson stepped to the podium to address Council. Ms. Wilson wanted to know what zone Silver Lake Lodge was in; Ms. Whetstone informed her it was in HR Residential Development; that is a master planned development that is not changing. Ms. Wilson then asked for clarification in regard to North Silver Lake; if North Silver Lake is defined as an MPD within an MPD does this mean the accessory uses are available? Ms. Whetstone stated that it does, residential accessory uses are similar to the St. Regis. Ms. Whetstone defined what that means: 100 unit equivalents for residential, 5% of the area for support commercial 5% meeting space or a total of 10% combination and all of the back of house ie circulation, hallways.

Ms. Wilson also wanted to know if the modifications to the code mentioned would modify the 60% open space requirement? Ms. Whetstone stated that staff had been in discussions with the Planning Commission in terms of reducing them in MPD's in redevelopment areas and different

criteria for less open space for more affordable housing. The Planning Commission is still discussing this and has not forwarded a recommendation.
Ms. Wilson then asked if height exceptions might occur in Deer Valley, Snow Park Lodge or North Silver Lake. Ms. Whetstone stated that nothing in addition because the Deer Valley Master Plan already identifies each parcel and their allowed height exceptions. Ms. Wilson stated she is alarmed by the residential resort accessory uses. She and friends were reviewing the Park City Land Management Code (LMC) and questioned what uses counted and those that didn't. She was very frustrated. Ms. Matsumoto stated that Council wanted resorts to be successful; she feels there is a compromise that can be reached. Ms. Wilson stated she feels people have not been educated in terms of the code.

Mayor Williams asked if there was any other public input.

Mr. Butwinski had a question pertaining to when Deer Valley had received their MPD. Mr. Eddington stated it was in 1984. Ms. Simpson interjected that based on information in the staff report that in January of 1984 a code process was created for master planned developments. She went on to say that she agreed with Ms. Matsumoto, having a clear understanding of and what those uses are in both those categories and have predictability and flexibility in design re hallways, double loaded hallways vs single loaded hallways would definitely benefit all. She stated she would like at the end of the study session have the code be easier to explain to the public and a bit easier for people to have some understanding.

Mayor Williams asked if there was additional input, there was none; Mayor Williams closed the Public Hearing

Mayor Williams requested a motion to amend the Land Management Code. Liza Simpson, "Your honor I move we approve the Ordinance amending the Land Management Code Chapter 6, Master Planned Developments and Chapter 2.18 the General Commercial, as amended by Councilmember Peek and with direction to create a definition for sustainable best practices". Councilman Andy Beerman seconded the motion. Motion unanimously carried to approve as amended

3. Consideration of approval for a Plat Amendment for 124 Norfolk Avenue, Park City, Utah.
Mayor Williams opened the Public Hearing, there was no input; Mayor Williams closed the Public Hearing and requested a motion to continue to July 18, 2013. Cindy Matsumoto "I so move". Councilwoman Simpson seconded the motion. Motion unanimously carried.

4. Consideration of an Ordinance approving lots 17, 18, 19 of Echo Spur Development Replat Amendment located at 489 McHenry Avenue, Park City Survey, Park City, Utah
Mayor Williams opened the Public Hearing, there was no input; Mayor Williams closed the Public Hearing and requested a motion to continue to August 15, 2013. Councilwoman Matsumoto, "I so move". Councilman Butwinski seconded the motion. Motion unanimously carried

5. Consideration of an Ordinance approving the McHenry Subdivision Replat Amendment located at 496 McHenry Avenue, Park City Survey, Park City, Utah

Mayor Williams opened the Public Hearing, there was no input; Mayor Williams closed the Public Hearing and requested a motion to continue to September 12, 2013. Councilwoman Matsumoto, "I so move". Councilman Peek seconded the motion. Motion unanimously carried

6. Consideration of approval for the 415 Deer Valley Drive Plat Amendment, Park City, Utah

Mayor Williams opened the Public Hearing, there was no input; Mayor Williams closed the Public Hearing and requested a motion to continue to July 18, 2013. Councilwoman Simpson, "I so move". Councilman Butwinski seconded. Motion unanimously carried

IX ADJOURNMENT

With no additional business, the regular meeting of the City Council was adjourned.

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 Executive Office at 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 07/08/13
See: www.parkcity.org

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:15 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present were Mark Harrington, City Attorney; Jonathan Weidenhamer, Economic Development Manager; Phyllis Robinson, Public Affairs Manager; Matt Cassel, Library Staff: Adriane Juarez Library Director, Jasmina Jusic, Christine Youngblood, Tegan Davis; City Engineer; Thomas Eddington, Planning Manager; Matt Twombly, Project Manage; Jason Glidden, Business Development Manager; Lori Collett, Finance Manager, Brooke Moss, Human Resources Manager. Alex Butwinski, "I move to close the meeting to discuss personnel, property and litigation". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 4:50 p.m. Liza Simpson, "I move to open the meeting". Alex Butwinski seconded the motion. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Jody L. Morrison, Assistant City Recorder

PARK CITY COUNCIL WORK SESSION MINUTES **Pending**
SUMMIT COUNTY, UTAH
July 11, 2013

Present: **Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; Liza Simpson**

Bill Malone Director of the Park City Chamber and Visitors Bureau; Cathy Miller of the Park City Chamber and Visitors Bureau; Stephen Lane of the Park City Chamber and Visitors Bureau; Tyler Poulson Environmental Sustainability Manager; Matt Abbott Environmental Project Manager; Mark Harrington City Attorney

Absent: **Diane Foster City Manager excused**

1. Council questions and comments. Councilwoman Matsumoto attended the Library Board meeting and shared the announcement of their new smart table which she explained taught collaboration through play with the pre k-3rd graders. They also updated their website; Ms. Matsumoto also shared that for the 125th year birthday of the library they had 75 children and adults there to celebrate. The board also announced that for their October Luncheon they would have as guest Jennifer Jordan a Salt Lake writer, Ms. Matsumoto thought this would be a great event.
She then mentioned the Historic Wall and was wondering when they would be able to see the redesign, she's aware it's being worked on. She also inquired if there would be a cost increase, she has had questions from citizens asking about this and would like an update. Heinrich Deters Trails and Property Manager approached the podium stating that Matt Twombly project manager for the Historic Wall project was not available at this time although he, Mr. Deters would pass this request on to Mr. Twombly and return with the answers on those questions. Ms. Matsumoto expressed concern regarding the 9th Street right of way that had come to her attention via citizen input. The right of way is a tramped down pathway that citizens use and it could benefit as a walkability project; the citizens wanted to know what the process toward that type of project would be. Councilwoman Simpson stated that previously she had spoken to the Mayor about this and recommended the possibility of approaching the Recreation Advisory Board. There has been some discussion about turning rights of way into parks and thought there might be neighborhood parks funds available. Mr. Deters explained that Matt Twombly would be able to address this when he returns.

Councilwoman Simpson attended the Fire board meeting and stated that they had received funds and they were very thankful for this. Ms. Simpson also wanted to thank Blake Fonnesbeck from Public Works and his crew for the amazing job of cleaning up after the 4th celebration. She specifically pointed out that by 10am the next morning the trash, parks, and streets were clean and back in order nothing would have indicated that there had been a celebration or parade; thank you.

Councilman Butwinski also expressed his thanks to the Ambassadors and staff for their phenomenal job on Thursday and that it was a great event. He continued by stating that the General Plan review continues and that the process is moving along very well and on schedule which is really good news. The Planning Commission was looking at Land Management changes – one topic was *street vacation*. Mr. Butwinski shared that one of the Commissioners proposed the idea that when the City does a *street vacation* or *right of way vacation* staff should have an idea of what the real value of the land is underneath. Rather than getting four new shrubs in deterrent for vacating a street right of way there should be an actual appraisal that states the value of the right of way. Mr. Butwinski mentioned that the City is giving something worth value, what is the City getting back? Mr. Butwinski was mentioning this to council for further discussion. Mayor Williams asked Mr. Butwinski if he would like a study session. Councilman Peek interjected that he would like to study the use of the property along with the study of giving up the use but not giving up the rights. Mayor Williams asked if they were agreed on a study session, which they were.

Councilman Beerman began by thanking the staff and volunteers that worked on the 4th of July celebration, it was a great event and ran very smoothly. Mr. Beerman also participated in the KPCW Cycling Festival, it came back for a second year and growing, the event has a lot of potential; he thought it was well done, kudos to all. He felt the same about the Back Alley Bash which he also attended. Despite the bad weather everyone was having fun. He mentioned that this was one of the few local's only events still left. Councilman Beerman then went on to report that he attended COSAC. They continue to discuss Risner Ridge; he felt that they were headed toward putting a conservation easement on it. The criteria has not come back to council; there was some discussion among the group that they might bring it back to council. Mr. Beerman reiterated to the members that COSAC was formed by the City Council so that they could make these decisions as a committee. He thanked Tim Henney, a member of COSAC. RAAB meeting (Recreational Advisory Board) was also attended by Mr. Beerman. The board met to say good bye to two outgoing members Meg Steele and John Halsey. Both of which were given much credit especially John in the key roles they played in the MARC; it was a nice send off. He also substituted for Councilwoman Simpson at the Lodging Association meeting. There was some concern by the Lodging Association on the two changes to the business license and inspections. He wanted to make sure that this continued so that staff has time to do outreach to this association. There was a member from the Lodging Association Board that these changes were new to. Mr. Beerman would like to have staff complete the outreach before it comes back to council. Mr. Beerman also mentioned that since Diane Foster City Manager was not in attendance this evening he would like it to be addressed by Mark Harrington City Attorney. Mr. Harrington indicated that the discussion had already occurred. The matter had been taken off the preliminary agenda that appeared in the packet to allow that to occur – and direct communication to the other members of the board is under way.
Mr. Beerman attended the Wasatch Summit meeting. They continue to work toward hiring someone to do the environmental study analysis as well as a program facilitator; they added a new partner, Salt Lake Municipal Water, who wanted to join the executive

committee and brought money to the table. Lastly Councilman Beerman mentioned that he attended the General Plan meeting this week; he thanked Mark Harrington for his patience and for keeping them inline. He also wanted to give Council a heads up about a group of citizens meeting and discussing a business incubator. This is a combination of angels and local entrepreneurs. He feels the group is going to request a study session with the City sometime this fall to talk about whether the City is interested in partnering with them in trying to create some sort of incubator in town. The operating name right now is “The Hatchery”.

Mayor Williams shared with Council and the audience that Sayre Brennan from our Engineering Department would be leaving the City to pursue an educational opportunity. The Mayor stated that Sayre had represented the city well and that he’s been a great team player. He thanked Mr. Brennan and all applauded.

2. Chamber Bureau Marketing Initiatives. Bill Malone Executive Director of the Park City Chamber and Visitors Bureau addressed Council thanking them for the opportunity to present to them their Summer and Winter Marketing programs with a PowerPoint Presentation. Mr. Malone mentioned that this may be a bit redundant for Phyllis Robinson - Community Affairs Manager and Cindy Matsumoto due to their participation in the Chamber Board meetings. He wanted to take the opportunity because so many do not get to see much of the advertising taking place in the United States. Mr. Malone also thanked the Council for their continued support in a variety of ways; the special service contract, the assisting with visitor services and the great relationship in terms of special events and the joint partnership as it relates to the funding of that program. Also he shared that they were in the second year of a four year agreement that was developed by the City regarding the St. Regis and Wasatch County the program has done well. Summer is well under way in terms of marketing; the Chamber has invested more money this year on summer than any previous years – an excess of $500,000. This summer one of their promotions is “Great Getaway” a concept that allows people to create their own vacation in Park City. They can then enter to win one of fourteen vacations this summer; one is given away each week during the summer. The Chamber has had 10,000 entries to date, they are hoping for 15,000 entries by end of summer. Additionally this program allows the Chamber the opportunity to retarget this group by communicating and marketing city events and other areas that may be of interest to them. The Chamber is promoting the concept mainly through digital and social campaigns, TV as well. Mr. Malone stated that they have spent about $200,000 on TV campaigns. He then shared those TV ads with Council and the audience. Cathy Miller was introduced as the Sales and Marketing Director for the Park City Chamber and Visitor Bureau. Ms. Miller discussed the $12M of unpaid publicity and media attention the Chamber benefitted from based on hosting many writers from numerous magazines: National Post, The Washington Times, New York Daily News. The Chamber hosted 23 media last summer 18 of those were new contacts.

Mr. Malone then shared additional information on a TV program that aired on PBS called “Getting Away Together” it’s a 30 minute program and is now airing across the

country. It was developed with numerous partners and contributors. Mr. Malone then shared a short section of the program with Council and the audience. He also mentioned the “America’s Best Town Ever” promotion from Outside Magazine. This is a joint effort with the City and Chamber and wanted to thank the City for their support and look forward to possibly working on the project going forward. Mr. Malone also wanted to share some figures from research they did last winter. Based on that research the average spending per day per person was $378; the average stay was 6.7 nights and there were about 4.1 guests in a group. The Chamber was fortunate to garner financial support for next winter’s TV campaign Summit County and Restaurant Tax, the Salt Lake Airport contributed $100,000 and they will present to the State for a contribution of $275,000; the Chamber will supplement with transient room tax dollars.
Ms. Miller then addressed the Council with an update on the International Market. The Chamber has a staff that is primarily focused on the international markets with local partners (press, tour operators, travel agents) that recently returned from Australia. The next push will be to Brazil, Mexico, UK, Germany, Russia and China. She stated these guests have a very strong impact on our economy; they stay approximately ten nights and make up about 9% of our overnight destination visitors in the winter, they love to shop and dine. Cathy also stated that going forward the International Market will continue to be a focus.

Mayor Williams asked Council if there were any questions and there were none.

3. Reusable Bags Updates and Resolutions. Tyler Poulson Environmental Sustainability Manager and Matt Abbott approached the presentation table to address Council. Mr. Poulson began by stating he’d like to keep his part of the presentation relatively short and have the questions, comments and discussion on the topic. He quickly summarized the May study session with representatives from Council, staff, P.C. Chamber, HPCA, local grocery stores, Summit County, Recycle Utah, and a representative for the Utah Retail Association and Utah Food Association – majority are back for this work session. Discussed as part of the study session were model ordinances, environmental considerations and over all waste, Park City tourist demographics and the large visitor population posing a challenge to progress on this front. Also state level concerns were touched on, not really the focus of the discussion although in staffs’ mind as well as Councils mind would there be any state level push back, defer to local legislation similar to what they saw with the *Idling Ordinance* where it was challenged and later modified. The net result of the study session was an indication not to take immediate legislative action; the Mayor recommended having a subsequent study session and then from there staff had a scoping discussion that included Mayor Williams, Councilmembers Matsumoto and Beerman as well as Recycle Utah to determine what the next communication with Council should be. Out of the scoping discussion came the two primary areas of focus mentioned in the staff report. 1) Voluntary program that Recycle Utah would focus on education, behavior, creating a Park City bag prototype, initiating a report on reusable bags and disposable bags around the quantitative aspects – how often are they being used, are we making progress on this front as well as some qualitative and observational reporting. Staff is recommending that the City formally support this endeavor and commit $6,000 to Recycle Utah

as a one-time outlay to get this program moving. Part of this, and in addition to the education and the bag components, staff is looking to Recycle Utah to raise additional funds and seek outside partnerships in addition to their existing programs. 2) Staff is presenting a Resolution draft on reusable bags. The intent on that are three things: 1. Formalizing the Council commitment on the concept of reusable bags and increasing their uptake locally and as part of that funding and partnering with Recycle Utah and their program and voluntary measures; 2. It would be a signal to the community as well as the business community of Park City and in Council's interest in seeing progress in this area. The Resolution itself actually suggests encouraging reusable bags use and responsible bag options. 3. Setting a target date of Earth Day 2015 a date of which staff would return with more information on Recycle Utah and what their program had accomplished in terms of the reusable bags and how the volunteering measures are impacting the community. Additionally returning with the discussion about the legislative interest the Council may have at that point. In summary the two areas that are part of the staff recommendation are one the partnership with Recycle Utah as well as the $6,000 in funding out of the Sustainability Team budget and secondly the Resolution input on that and whether Council would like to see staff return with a final draft for a vote in regular session.

Mayor Williams asked Council if there were any questions.

Councilwoman Simpson stated that as a reminder when she spoke with Donny Novelle with Park City Transportation regarding their stocking the bags in their vans and sell or give them to guests coming into town she was very interested in this idea. Not sure if they provide seed money or sign up to buy the first 500 but should definitely reach out to her. Mr. Butwinski had a question for Insa Riepen Director of Recycle Utah regarding the cost of the bags they give out. Ms. Riepen stated that (voice a bit garbled) the cost years ago was $6.
Mr. Butwinski mentioned that there was some interest on the part of some people for branded bags and selling them in retail stores. He thought that was a great idea to get people to participate especially if they could make a buck on every bag they sold. He hoped that the bags would be used by visitors while in town but take it home and use it there as well so you'd have a multiplier of that bag replacing other places as well. He mentioned that he'd like to see a little more information on how practical it might be to subsidize the initial purchase of the bags and put it in the stores and they pay us back if they sell.
Councilman Beerman thanked staff and thought this was a good first step. He mentioned that there were two things that he thought had been talked about that he did not see in the resolution. 1. Having a set goal, some sort of metric by which they could measure this against, it was left out and felt goals should be in the resolution. Additionally he felt they should allocate a bit of staff time so staff could report back quarterly to Council with an update. 2. He also preferred there be stronger language in there that at the end of this period Council would intend to pass an Ordinance to

formalize this. It's voluntary at first to get people used to it; it would give us leverage with the stores and the community. Ms. Matsumoto mentioned that she was recently riding her bike near the White Barn and saw a plastic bag breeze by. She feels that starting out as a voluntary program would be perfect for this community she also stated that she would like to get feedback from the community. Ms. Matsumoto as a council member would be committed to the program; felt peer pressure was good in some situations and this is one of those.

Mayor Williams stated that towns such as L.A. are participating in these programs and it was time for Park City to participate and no longer be passive about this. He stated that in the spirit of compromise City Council could agree to state something to the effect of *it is the intention of the Council by a certain date they would have an ordinance prepare to go based on the results of what happens with the updates.* I expect the industry to set up and help the city with this program.

Ms. Simpson interjected that the city has nibbled around the edges of this topic but it is a big step forward; she believes that creating a bag that people will think is fun, will want to use, will buy to take home as trinkets, souvenirs from their trip could be very fun and have a significant impact. She stated that Council has worked on this a bit although has not put this sort of effort in before; involving the business community is very important before a commitment is made and before Council talks about a ban.

Councilman Peek agreed with other councilmembers and stated the fact that plastic bags were not a good use of a nonrenewable resource that there are higher and better uses.

Mayor Williams asked if there was any public input. Insa Riepen Director of Recycle Utah stepped to the podium. Ms. Riepen greeted Council she stated she has spoken with Park City Lodging and Park City Transportation, both organizations mentioning that this is happening nationwide and internationally. She has spoken with other mountain town communities from Whistler to Aspen from San Francisco to Hawaii; the time has come for Park City to do this. The goal is to have something back to Tyler and Matt to review by the end of the year. Every bag, like a piece of paper has two sides; there is plenty of room for advertising and a take home gift. For our residents and for our visitors we want people to use the Park City bag.

Councilman Beerman asked about the timetable for the bags; would it be possible to produce the bags sooner if Council passed the resolution sooner. Mayor Williams asked Mr. Poulson about timing in regard to assigning a Council date; Mr. Poulson thought two weeks from this date would be possible. Ms. Simpson asked Mr. Poulson for clarification on what the connection was between the timing of the Resolution and the production of the bags. Mr. Poulson stated that they were disconnected; the one element of the staff report is asking for the partnership with Recycle Utah and the $6,000 although that doesn't require the resolution to trigger that action. The resolution could be a separate piece.

Councilman Peek thought there could be an opportunity to design the bags possibly as part of a competition. Mr. Butwinski asked Council if they could give the $6000 tonight or wait for the Resolution. (three voices spoke at once and I was not able to decipher)

Mr. Beerman mentioned he had thrown out some additions to the resolution and asked if there was a consensus on this (reporting and updates). Ms. Simpson stated that she was not comfortable making a bold statement that Council was going to pass legislation. Mayor Williams interjected that he earlier had mentioned that Council could state that "*it was the intention of council …"* Ms. Simpson stated that the goal of this program and this resolution was to reach the point where Council's decision was going to impact people's behavior. Mr. Butwinski commented that the Mayors phrasing of the deadline was the appropriate verbiage.

Mr. Poulson agreed with the councilmembers in regard to the reporting and updates they were very reasonable and thought it could be worked into the formal Resolution. Setting goals could be a bit tricky depending on public funding and assets although they have past data they will refer back to and that will be helpful. In regard to what the commitment is on the Earth Day 2015 update Council would assess progress and discuss next steps including local action items. Mr. Poulson stated they could include local legislative action items. Mr. Poulson asked Council what they would like to see added to the resolution. Councilmembers thought Mark Harrington City Attorney could assist with this. Mr. Harrington asked Mr. Poulson if staff had approached the state liquor stores. He commented on his being out of state recently and visited a liquor store; he had been given his purchases in a reusable cloth bag, it was very nicely emblemed bag and it was free. There may be an opportunity for a win win.

Prepared by Jody L. Morrison, Assistant City Recorder

PARK CITY COUNCIL WORK SESSION MINUTES **Pending**
SUMMIT COUNTY, UTAH,
JULY 18, 2013

Present: Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson

Staff: Mark Harington City Attorney, Phyllis Robinson acting City Manager, Matt Evans Planner, Jason Glidden Special Events Manager, Thomas Eddington Planning Director

Work Session

Council questions and comments

Councilwoman Matsumoto reported that she had attended the Peace House meeting and discussed a fund raiser "Peaceful Easy Evening", this event will be taking place August 13 at Louland Falls featuring Elizabeth Smart; she feels this will be a wonderful event.

Councilman Butwinski reported that he had a busy week. He attended the Chamber luncheon where they honored Jan Wilking with the Myles Rademan Award. Also attended the Sundance Utah Advisory Board reception which was a thank you event for the legislators at Silver Star Café; he also attended the Recycle Utah Uncorked event; also attended an (HPCA) Historic Park City Association where a parking discussion did not take place; and the Utah League of Cities and Towns where they discussed legislative issues specifically sales tax on internet charges; companies would start charging sales tax on internet purchases. Also mentioned that he and Andy Beerman attended an Economic Development meeting on Monday with the County and discussed some economic development opportunities that the two have and can work together on going forward.

Councilman Beerman – Attended many of the same events as Councilman Butwinski. He also wanted to thank Jonathan Weidenhamer and Alison Weyher that put together a thorough matrix on the joint economic discussion to give them all a starting point. He feels it's going into some interesting directions. They are all trying to figure out what their common ground is and where they can work together; conversations will continue. Additionally Mr. Beerman attended the Wasatch Summit meeting where they discussed the element of private fundraising; the organization has raised $3.5m from the state and varies municipal and other entities as part of their Interlocal Agreement. They are also trying to figure out how to raise $1M in private funding for the scoping of the whole project. Mayor Williams asked Mr. Beerman if the group has approached Park City on funding. Mr. Beerman stated that topic will be on their agenda soon. Tentatively agreed to was $50,000 over the next two years; UTA is the only partner who's board has met and has funded. He feels the fund raising up here is going to be interesting due to an economic impact study and their pushing the ethical aspects of preserving the watershed and wilderness which will be a harder sell on this side. Mr. Beerman also attended the Basin Open Space Advisory Committee (BOSAC) and congratulated Jan Wilking on receiving his award and encouraged anyone that wasn't there to congratulate him. His public services to this community has been very long and outstanding; Councilman Butwinski interjected that Jan Wilking's public service resume is daunting, 39 years. Ms. Simpson mentioned that the Snyderville Basin Water Reclamation Board stated that he's the longest serving public service board member in the state.

Councilman Peek – Agreed that the Sundance Utah Advisory Board thank you event for the legislators at Silver Star Café was a great event. Great for them to come up to hear music and relax was nice. He also wanted to mention hearing Rory Murphy's resume of service was amazing. Mr. Peek also attended the Board of Adjustment Meeting and discussed the vacant lot across from City Hall on Marsac/Deer Valley Dr., the owner is asking for a 5' setback to back of curb which is a concern to some board members – the applicant is very willing to continue to talk with staff about having a safer use on Marsac.

Councilwoman Simpson also congratulated Jan Wilking on hi s award. Ms. Simpson asked Phyllis Robinson, Community and Public Affairs Manager for an update on the software for tracking unlicensed rental properties. She has been asked about this numerous times most recently today by the Lodging Association members as to where the City is on t his. Jason Glidden, Business Development Manager stepped to the podium to address this topic. Stated that he is working on the final edit of the RFP, it is in legal and he thinks it will go out next week. Then two or three weeks before he receives the RFP bids back; and hopes to come to Council in the next month or so. She thanked Mr. Glidden.

Mayor Williams – Attended many of the same meetings as the Council members. He would also like to have the two awards he and Ms. Robinson have discussed be put on the agenda for Aug. 8. 2013.

PARK CITY COUNCIL MEETING MINUTES **Pending**
SUMMIT COUNTY, UTAH,
JULY 18, 2013

Present: Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson

Staff: Mark Harington City Attorney, Phyllis Robinson acting City Manager, Matt Evans Planner, Jason Glidden Special Events Manager, Thomas Eddington Planning Director

Regular Meeting

I ROLL CALL
All members were present (City Manager Diane Foster was excused)

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
There was none

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*
There was no public input

IV CONSENT AGENDA
1. Consideration of an Open Space Agricultural Lease between Frank Richards and Park City Municipal Corporation, in a form approved by the City Attorney – Mr. Beerman directed his question to Mark Harrington City Attorney. Is there anywhere in the lease where it addresses insurance or bond, would we need t hat for this type of use. Mr. Harrington stated that Tom Daley was on vacation; Tom Daley was comfortable with the lease because of the way the City assumes the property and the way government works. He was fine with how it was written. Mr.

Butwinski asked Mr. Harrington who decides the renewal, is it automatic. It mentions it will renew annually, does it roll over automatically? Mr. Harrington stated that this is a one y ear lease; the City will be doing this every year.

Mayor Williams asked if anyone would like to make a motion.

Cindy Matsumoto, "I move to approve the Consideration of an Open Space Agricultural Lease between Frank Richards and Park City Municipal Corporation, in a form approved by the City Attorney." Liza Simpson seconded the motion
Motion unanimously carried

V NEW BUSINESS

1. Consideration of an Ordinance approving a Plat Amendment for 124 Norfolk Avenue, Park City, Utah - Matt Evans City Planner, stepped to the presentation table, stated that he was presenting this report for Francisco Astorga. Mr. Evans began by giving an overview of the request. This was a simple plat amendment combining 2.5 lots in the Historic District. The applicant is proposing to remodel existing structure. This has received a positive recommendation from the Planning Commission and staff is asking for City Council's approval. The only issue with this is the encroachment of the railroad tie wall they will need to either do an encroachment agreement or remove the wall. Ms. Matsumoto asked about the wall and it's relation to the other historic homes in the area; does this allow for a larger foot print. Ms. Matsumoto was concerned about the impact of the wall leaning over the 4-5 historic homes. 52 King was the one that was demoed and rebuilt as a new structure; Ms. Matsumoto wanted to know if these lots sat above Christian Wright's house. Mr. Butwinski asked how much larger could they add on; Mr. Evans stated that the maximum footprint size is 1,875 sq ft and they can go three stories. Mr. Evans stated that this house is not historic although in the Historic District so that anything they do will be directed by the Historic District Guidelines and will dictate what can or cannot be done.

Mayor Williams opened the Public Hearing, there was none.
Mayor Williams then asked for a motion.
Mr. Butwinski, "Your honor I move we approve the Ordinance for the Plat Amendment of 124 Norfolk Avenue, Park City, Utah ". Andy Beerman seconded the motion.
Motion unanimously carried to approve

2. Consideration of an Ordinance approving a Plat Amendment for 415 Deer Valley Drive, Park City, Utah – Matt Evans, City Planner, gave a brief overview of the requested Ordinance. This is a combination of four full lots and two partial lots with an existing structure.
The applicant is proposing an amendment to the structure and mitigates the issues with the lots lines. Mr. Evans brought attention to the plat amendment showing the contemplated addition to the house. He stated that there were not any steep slope zone issues because the zone designation does not require it. Staff was concerned with the potential future development of the parcel and worked with the applicant to create a *post no build permit*, where they proposed began just beyond where the hot tub is currently located. Language was inserted in the post conditions of approval that dictate how the property will be maintained; which is acceptable with the applicant. Planning Commission recommended approval based on the findings of fact, conclusions of law and conditions of approval as stated with minor changes mentioned in the staff report regarding the back portion of the no buildable area is to be handled. Mr. Evans then asked Council if there were any questions.

Mr. Beerman clarified that the next door neighbors have a fence that marks their territory and the applicant will not be able to do this based on the conditions.
Ms. Matsumoto asked if the portion of the street behind the property that is not vacated nor really a street went to Coalville; a street that is on the map but not there shouldn't the street be removed? Ms. Matsumoto brought up an example of a street up on Rossi Hill that wasn't a street that later became a street.
Ms. Simpson stated that it should be removed. Mr. Evans told Council that the City could hold a public hearing to vacate those and split the property between the property owners whose property fronted the platted street. Ms. Matsumoto was concerned that someone would try to build a road through there. Mr. Evans stated that it would be difficult for a street to be built there. Mr. Beerman interjected that he believes the City owns land between Deer Valley Drive and where Coalville Rd. actually begins; also it would be difficult to build because of the extreme steepness of the area.
Mr. Harrington stated that a portion of the street was actually vacated because of a previous development further down. Ms. Simpson expressed the same concern as Ms. Matsumoto and suggested there might be enough interest from Council for this topic to come back as a work session item at some point in the future; they could then discuss city road rights of way so that a developer could not force a road in an area where one shouldn't be. Mr. Harrington told Council that the context for that discussion is in the Street Master Plan and there is existing language addressing unbuilt but platted rights of way that can help direct staff on how to determine to vacate or not.
Mayor Williams asked if Council would like to review this master plan. Ms. Simpson stated that she would certainly review again. She went on to say that with the ever changing development landscape it would be worthwhile to review again although couldn't say that she knows where all of the platted road remnants were and where they might show up and cause the City problems in the future. Mr. Butwinski asked if the City owns the ground underneath the vacated street. Mr. Harrington replied that the City would not own the property; the adjacent property owner's right to use the vacated rights of ways still remains.

Mayor Williams opened the public hearing and stated that for the first time in twelve years he was going to limit public input to (3) minutes. There was no public hearing
Mayor Williams closed the public hearing.

Mayor Williams then asked for a motion; Mr. Peek <u>"Your Honor I move we approve the Ordinance for the Plat Amendment for 415 Deer Valley Drive."</u> Mr. Butwinski seconded the motion.
Motion unanimously carried to approve

With no further business, the regular meeting of the City Council was adjourned.

VI ADJOURNMENT

Prepared by Jody L. Morrison, Assistant City Recorder

PARK CITY COUNCIL WORK SESSION MINUTES Pending
SUMMIT COUNTY, UTAH,
JULY 25, 2013

Present: **Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson**

Mark Harrington, City Attorney; Michael O'Keefe, Tennis Director; Jonathan Weidenhamer, Economic Development Manager; Jasmina Jusic, Interim Library Director; Sharon Bauman, Senior Recorder, Elections Official

1. Council questions and comments -

Councilwoman Simpson had a question regarding the Park City Ice Hockey Event "Park City Ice Hockey Invitational". The email invitation for the event taking place at the Ice Arena this coming weekend states *1996* AAA Hockey Players, why was that? She was informed that was the year the players were all born, they are 17 years old. She was also told that some of these players are the best in the country.

Councilman Butwinski met with Phyllis Robinson and Jonathan Weidenhamer to discuss what they will be presenting at the economic development meeting with the Park City Council and County Council next Tuesday, July 30; meeting went very well. This is the Joint City Council and County Council meeting taking place at the Sheldon Richins building.

Councilwoman Matsumoto requested an update on the completion of the public tennis courts and when they open officially to the public. Michael O'Keefe Tennis Director stated that August 12, 2013 was the official date. Mr. O'Keefe gave a quick overview of the Manager's report. During the reconstruction of the seven tennis courts at the PC MARC staff will be utilizing the three newly constructed tennis courts at the City Park for programs. Schedules of the different programs, locations and directions to the other public courts would be posted. She also wanted to know if residents could play on the courts this weekend and was told they weren't open; Mr. Butwinski stated that people were playing on them today. Mr. O'Keefe mentioned they were paddle locked so they must have scaled the 10' fence. Mr. O'Keefe mentioned the courts would be open Monday-Friday, 9am – 6pm for the City programs; from 6pm-10pm for open play. Ms. Simpson suggested that a schedule be posted at the courts listing the programs so the casual players that do come to play have as much of an advanced notice as possible. Mr. Butwinski informed Mr. O'Keefe that he should expect a call form a resident who wanted to offer feedback to Mr. O'Keefe regarding the public courts.

Councilman Beerman stated he just rode his bike by the courts an hour ago and thought the tennis courts looked beautiful and felt the tennis community will be happy with the improvements; good work. He thanked Ms. Matsumoto, Ms. Simpson and Mayor Williams for their attendance at an introduction reception along with himself for Joahna Rocchio the new Executive Director of the Low Carbon Lifestyles (LoCal); many Park City environmental leaders also attended the event. This group is going to focus on carbon reduction within the community along the lines of "save our snow" more of an action plan. Good turnout, lots of enthusiasm.

Mayor Williams participated in an afternoon work session with the Snyderville Basin Water Reclamation District; the Silver Creek plant project will be rebuilt at a cost of $35M. Community members will have that to look forward to. Kudos to Andy Beerman for helping to get the LoCal program going.

Library Project Update: Jonathan Weidenhamer Economic Development Manager stepped to the presentation table, greeted Council and introduced Jasmina Jusic Interim Library Manager and Tegan Davis the Youth Services Director. Mr. Weidenhamer gave a quick overview of their report. In the initial budget presented to Council they had not taken into account the level of service in the interim and the cost that would be associated to it. He stated there wasn't much of a level of service identified. Staff and the Board have spent quite a bit of time recently to identify the appropriate level of service for the community, what will fit within the budget and what the community might ask for fund wise that might be needed. They have come to Council with two primary objectives 1) what is Council's preferred temporary level of services 2) is Council willing to add additional dollars to the budget to accomplish this. He stated that during the renovation of the Public Library staff wanted to insure continual use of library services and was asking direction in defining appropriate levels of services expected from Council during renovation. Ms. Jusic then stated that the Library Board and Staff had made recommendations regarding the interim location of Library services during construction; library staff reviewed the four options for relocation and defined the pros and cons:

1. Miner's Hospital -
Pros: free rent, close access to most of the collection stored at the fire station across the street, relocating out of the library will shorten length of project.
Cons: ADA accessibility is not available on the 2nd floor and the attic; the fire escape is not available from the attic; safety regarding windows and fire code
2. Current location -
Pros: staff is familiar with building; access to seventeen computers;
Cons: May impact duration of project with possible additional costs; noise level and parking; rewiring costs due to phasing of project.
3. Offsite, private owned 4,000sf -
Pros: ADA accessible space; computer access; public would have quieter environment
Cons: Cost and the space is unknown to staff
4. Offsite private owned 8,000sf. –
Pros: ADA accessible space; computer access; public would have quieter environment
Cons: Cost and the space is unknown to staff

Ms. Jusic spoke to Council stating library staff preference would be to relocate to a large private space; they do understand cost being a concern. Mr. Weidenhamer mentioned that he and Mr. Rockwood Capitol Budget Manager recommend relocating into a City owned facility. There would be additional costs to do this of approximately $50,000 which would either come from the Lower Park Ave. RDA budget or the existing budget. He and staff have really worked hard on finding the lowest cost option and still provide a pretty solid level of service. Speaking more as a local than Economic Development Manager, Mr. Weidenhamer believes and has come to the conclusion it's appropriate to ask for additional dollars. He stated that if Council was leaning toward options 3 and 4 (4,000sf and 8,000sf respectively) then he would need to look at the cost implications in more detail although there aren't as many good options in that square footage range. Ms. Simpson stated that she wasn't seriously considering this but wanted to ask - if not

offering library services or sending residents to the Summit County Library would these actions or non-actions accelerate construction of the library? Mr. Weidenhamer stated that the difference was minimal, it's still a t welve month project. Mr. Beerman asked if staff had considered a hybrid option of keeping books in the library and moving the computers to Miner's Hospital. Ms. Jusic stated that they had discussed similar options such as using the fire house and little green house in addition to other City owned facilities for additional space and services although they created more challenges.
Mr. Weidenhamer stated that one of the smaller square footage options 4000sf and Miner's would require putting a bulk of the materials into storage. Mr. Beerman felt that there might be some in between option with the electronics, staffing might go to Miner's and some of the books left in place.
Mr. Beerman asked for clarification as to whether The Co-op and the Film Series would continue during construction. Ms. Jusic stated that the architect suggested not having either in the building and giving control of the area over to its construction.
Ms. Simpson stated that moving into Miner's Hospital makes the most sense.
Ms. Matsumoto had questions regarding the cost of moving off site to the MARC during construction; She stated that the budget for the MARC (pre-construction) had a line item of $500,000 to move off location with the exercise equipment to a temporary location and feels conflicted about this current situation, not offering something similar. She is reluctant to increase the budget because it was a stretch in the first place.
Matt Twombly Project Manager stated that in regard to the MARC project it was anticipated to be a very large, expensive project, a different scenario than the library project that was originally not anticipated to be a large project. She also added that she would like to keep circulation available in the library and have programs off site at the Miner's Hospital. Mr. Weidenhamer stated that he value engineered out as much as he possibly could. Ms. Matsumoto indicated Council would like a real number. Mr. Butwinski stated that he has quite a bit of sympathy for what Mr. Weidenhamer is communicating to Council in regard to the cost creep of this project; it started out as a $100,000 remodel. Mr. Butwinski continued that there's going to be a level of service impact no matter what Council does, the people impacted are going to be just as angry regardless which option is chosen. The bang for the buck in terms of less grief and aggravation would be Miner's. He went on to say use of the firehouse as opposed to the containers creates its own challenges; he believes Miner's is the best option.
Councilman Peek also prefers the Miner's Hospital acknowledging the lack of ADA access on two of the floors although with possible use of other City facilities, little green house in particular, where there is ADA accessibility he feels this would be an acceptable option.
Ms. Simpson would like additional information on the numbers before making a final decision. She continued on to say that she's looking at the bottom line on the budget: the difference between relocating to Miner's or renting an outside space of 4,000sf while it is a lower level of service it's only the difference of $12,000 and if we're going to spend more than that relocating Sundance for five months as well as conflicts with the recreation building.
Mr. Butwinski asked Ms. Jusic for clarification on what their preference was. Ms. Jusic answered saying their preference would be not to be in building during construction and depending on what the cost impacts of the project were either Miner's or 4,000sf; it really depends on costs. Mr. Weidenhamer stated that the critical decision currently and next step is to be able to answer the architects concern of whether the library will be in use during construction or not. Staff can continue to pursue what the Sundance relocation looks like, where it's going to go, what is the cost, who's going to pay? As a next update staff can return to Council with lease arrangements with 4,000sf spaces. Ms. Matsumoto wanted to know if it would be possible to keep some space available in the building open to the public if it worked with the architect, could save some costs in terms of moving. Ms. Jusic interjected that it would require packing up and moving several times.

Mayor Williams would prefer not to have the building in use during construction, and leans more favorably on the 4,000sf space. The level of service between the 4,000sf and the 8,000sf is not so great that it could be worthwhile to spend the additional money. He also reminded everyone that the Miner's Hospital has a lease with Sundance for five months; they are willing to work with the City. He went on to say that could create additional costs of possibly $20,000-$30,000 to rent something for Sundance; there would also be programing at the Recreation building that would have to be bumped. Between Miner's Hospital and the Recreation building there is too much to work out. Council should take that option of the table. Ms. Simpson stated that she will be interested in seeing what those numbers are when Mr. Weidenhamer comes back to Council. Mr. Weidenhamer mentioned that from what he was hearing from Council there was support to look at Miner's Hospital and support to look at other spaces in the 4,000sf range. It is very clear the library needs to move out. Ms. Matsumoto feels the Miner's option is more complex. Leaving the present location is agreed on; the option as to where to go is not agreed on by Council. Members asked Mr. Weidenhamer for additional information on the numbers and what the option impacts will be using other city owned facilities. Ms. Matsumoto would like an update from the architect; Mr. Weidenhamer stated an update from the architect will most likely be mid-September.

Public Art Advisory Board Interviews
Council conducted PAAB interviews

Closed Session

PARK CITY COUNCIL MEETING MINUTES Pending
SUMMIT COUNTY, UTAH,
JULY 25, 2013

Present: **Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek; and Liza Simpson**

Mark Harrington, City Attorney; Michael O'Keefe, Tennis Director; Jonathan Weidenhamer, Economic Development Manager; Jasmina Jusic, Interim Library Director; Sharon Bauman, Senior Recorder, Elections Official

Regular Meeting
6:00 p.m.

I ROLL CALL
All members of Council were present

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Courchevel Student Exchange Presentation
Former Mayor Brad Olch was invited to speak to the Courchevel students by Mayor Williams. Mr. Olch began the Courchevel program in 1988; Mr. Olch spoke with the students from Courcheval and gave them a brief history of the program.

Mayor Williams also spoke to the Courcheval Students and presented each with a Park City Olympic pin and a certificate of appreciation. Tina Quayle resident of Park City and President of the Sister City Association greeted Council. Sylvie Loran a c haperone for the group greeted Council and thanked them for Park City's participation in the program. Arthur Queiros a student with the program also spoke and thanked Council.

Mayor Williams read a public safety announcement regarding the arrangement's for traffic circulation, closed lanes and timetables in town due to construction during July 29-30, 2013

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*
There was no public input

IV MINUTES OF MEETING OF JUNE 20, 2013
Alex Butwinski, "<u>I move to approve the meeting minutes of June 20, 2013."</u> Andy Beerman seconded.
Motion unanimously carried to approve.

V NEW BUSINESS

1. <u>Consideration of a Resolution supporting the use of reusable bags in Park City and setting forth steps to decrease the consumption and waste associated with disposable bags</u>
Tyler Poulson Environmental Sustainability Manager approached the presentation table and greeted Council. Mr. Poulson stated that the formal resolution was being presented tonight.
Mr. Poulson began by reviewing the evolution of this Resolution from previous Study Session, Work Session and scoping session with Council Liaisons to this evening Regular Session. The accomplishments to date are the City's partnership with Recycle Utah; Recycle Utah will be leading education and outreach initiatives, as well as developing a prototype reusable bags and doing some fundraising and partnership around the initiative. He continued with the other accomplishments: since the last work session concrete language has been added to the Resolution around metric reporting and semi-annual reports from staff to Council including quantitative and qualitative metrics. The participants providing specific metrics will be Recycle Utah, grocery stores and other commercial businesses; the number of reusable bags being used by customers, number of new usable bags purchased by customers, disposable bag, paper and plastic usage at the stores. Mr. Poulson continued stating that Council had also directed staff to strengthened the ordinance language around the expectations and action items around the target date of Earth Day 2015.
Insa Riepen Director of Recycle Utah thanked Council, they were off to a good start; we can move forward. She stated that the goal would be to have a new bag design every year. She thanked Council again and specifically thanked Tyler Poulson for all of his work.
Ms. Simpson wanted to know when the City could expect a cost of the bags; retailers would be interested in knowing this. Mr. Poulson stated that the price range would very between the $5 - $12 range per bag price driven by design costs; timing will be driven by what the organization can accomplish. Ms. Simpson asked for an update later this year, which Mr. Poulson stated he would do. Ms. Riepen also stated that they would have the first bags by mid to late September.
Ms. Matsumoto commented that she would like to see an inaugural bag and then a yearly bag.
Mayor Williams had a question on Section 3 of the actual Resolution, last sentence:
(*At this time in 2015, City Council will review the state of this issue and consider potential next steps, including legislative action to restrict and/or impose additional financial costs related to the use of disposable bags*.) Mayor Williams would like to see the section read:
At this time in 2015, City Council will review the state of this issue and consider potential next steps, including, but not limited to, legislative action, and or further restrictions for financial costs related to this.

He feels Council would like to leave their options open as to what they do but they would want to make clear what those options they would be looking at in 2015 were. Mayor Williams stated he was trying to be careful to not raise the hackles of the State Legislature.
Mr. Beerman interjected that what would raise the Legislative hackles would be the additional financial costs and suggested Council state *potential next steps including legislative action* or possible legislative action. Mr. Butwinski suggested that Mark Harrington City attorney could assist with the language.
Mr. Beerman stated that he believes firmer metrics are still needed on this Resolution; would it be possible to agree to a commitment that the first quarterly check–in will have base lines and Council and staff will set firm goals at that point. Mr. Poulson stated that it would be included in the first check-in; he has spoken with businesses and the grocery stores asking for metrics such as usable bag usage versus disposable bag usage and the type of disposable bags going out the door; all the above will help frame how the program is doing and what the policy options will look like. Ms. Simpson wanted to know when the first check-in was scheduled for. Mr. Poulson stated that it was slated for December of this year and then every six months thereafter. Ms. Simpson agrees with what Mr. Beerman was asking although uncomfortable putting a line in the sand about setting goals with only a fraction of the winter season's numbers; Council and Staff could get a better base line and idea if the first update was at the end of ski season; that would offer a good chunk of time with all of our visitors in town. Additionally get an update on the summer season as well. Mr. Beerman stated that the baseline data is data already occurred, what's been ordered, what's been used.
Mr. Butwinski asked for confirmation that the reusable bags would be introduced before Earth Day next year; Ms. Riepen stated they would be. Ms. Matsumoto is hopeful the Resolution will have a great impact on the community, she's conscience of using reusable bags and hopes that the community will also.
Mr. Peek reminded staff that he has mentioned this before - as the process for the design of the bags begins he would like to see something that is bike and pedestrian friendly; not a standard two handle bag which is not as easy to carry on bicycle.
Mayor Williams asked if there were any other questions, there were none. Mayor Williams asked for a motion.

Liza Simpson, <u>"Your Honor, I move we approve the Resolution supporting the use of reusable bags in Park City and setting forth steps to decrease the consumption and waste associated with disposable bags with the amendment to section 3 as noted by the Mayor."</u> Alex Butwinski seconded the motion.
Motion unanimously carried to approve with amended changes

2.. <u>Consideration to authorize the City Manager to execute a Professional Services agreement not to exceed $182,000 for Millcreek Consulting and Development in a form approved by the City Attorney</u> - Jonathan Weidenhamer Economic Development Manager introduced Steve Brown of Millcreek Consulting and Development and to discuss the Professional Services Agreement. Mr. Weidenhamer touched on the selection process. The final interviewees had broader experience, deeper background, and relevant experience and were comparable on the hourly rate; this included three people from Park City that had done extensive work in Park City.
This final group was equal to or more expensive than Mr. Brown. Mr. Brown has done work with the City before; he worked on Park City Heights, his hourly is 23% lower than previously; the reimbursable amounts are included in his hourly rate. Mr. Weidenhamer stated that he would be happy to go into why the selection committee felt so strong about the relevance experience.
Mayor Williams had a few questions regarding the cost proposals. Mr. Weidenhamer stated some of the consultants were planning on subbing out some of the work and paying separately

the architects, engineers and survey crews. Councilman Peek wanted to know if the sub-contractors reached a certain threshold would they come back to the City. Mr. Weidenhamer answered that they would be paid separately out of a separate project budget.
Mr. Beerman had a question under the *Preliminary Concept Projects, Timeline & Budget* chart – it is stated under structured parking for Senior Center it states *$3M* in a previous staff report; it also states for the library there was a place holder for $2M, please clarify. Mr. Weidenhamer stated this report is current and the amount is $3M. There was a bit of discussion regarding local preference and defining local. Councilwoman Simpson stated that having previously seen his work for the City and having watched him at Planning Commission meeting has been impressed with his calm and professional demeanor; very glad Mr. Weidenhamer had included his submission because she has been impressed with his scope of work as well.

Mayor Williams asked if there were any further questions there were none. Mayor Williams asked for a motion.

Alex Butwinski, "Your Honor, I move we authorize the City Manager to execute a Professional Services agreement not to exceed $182,000 for Millcreek Consulting and Development in a form approved by the City Attorney." Liza Simpson seconded the motion.
Motion unanimously carried to approve

VI ADJOURNMENT
With no further business, the regular meeting of the City Council was adjourned.
MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 5:40 p.m. Members in attendance were Mayor Williams, Alex Butwinski, Andy Beerman, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Mark Harrington, City Attorney; Michael O'Keefe, Tennis Director; Jonathan Weidenhamer, Economic Development Manager; Jasmina Jusic, Interim Library Director; Tegan Davis, Youth Services Manager; Sharon Bauman, Senior City Recorder; Tyler Poulson Environmental Sustainability Manager. Liza Simpson, "I move to close the meeting to discuss personnel". Andy Beerman seconded. Motion carried unanimously. The meeting opened at approximately 6:00 p.m. Liza Simpson, "I move to open the meeting". Alex Butwinski seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Minutes prepared by Jody L. Morrison, Assistant City Recorder

City Council
Staff Report

Subject:	**WYATT EARP WAY IMPROVEMENTS CONSTRUCTION AGREEMENT**
Author:	**Roger McClain, Water Engineer**
Department:	**Public Works, Water**
Date:	**August 8, 2013**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Lyndon Jones Construction, Inc., for the construction of the Wyatt Earp Way Improvements in an amount of $961,776.50.

Topic/Description:
Construction of the raw water system improvements are in accordance with the Water Strategic Plan's Source Strategies & Polices as follows:

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

Background:
The Water Conveyance - 2013 Pipelines Project - Segment A, which included the Judge Tunnel Pipeline from Wyatt Earp to the Spiro Water Treatment Plant, was bid earlier this year. Only one bid was received and the bid was determined to be non-responsive. As a consequence, staff evaluated the Segment A project with respect to time critical improvement needs. These needs were subsequently placed in a bidding package and advertised as the Wyatt Earp Way Improvements which comprised a portion of the original Segment A bid advertisement. The remainder of the work included in Segment A is being reviewed and prioritized as part of the Water Department's integrated water treatment approach and the pending Stipulated Compliance Order between Park City Water and the Utah Division of Water Quality for treatment of the Judge and Spiro mine tunnel discharges.

The Wyatt Earp Way Improvements consist of five major components including:

1) Extension of the raw water transmission line piping outside of Wyatt Earp Way pavement.
2) Water supply line capacity upgrade for the delivery of the treated Quinns Junction Water Treatment Plant water from the QJWTP to the Boothill pressure zone.

3) Connection and conversion of significant landscape irrigation users (high school, junior high school, North 40 fields, and the Prospector Park Park) from potable to raw water.
4) Replacement/upgrade of an existing flow measurement device on the Pace-Homer Ditch.
5) Walkability improvements for Wyatt Earp Way from Paddington Drive to Kearns Blvd.

The components contain the following construction work:

1. Raw Waterline Improvements. The existing raw waterline in Wyatt Earp Way will be stubbed outside of Wyatt Earp Way pavement. The alignment will be consistent with the design for the Water Conveyance, 2013 Pipelines Project - Segment A. The work consists of the installation of 18-inch diameter cathodically-protected ductile iron pipe. The raw waterline work also includes a fiber optic conduit to facilitate the future installation of security and communication lines from Park City to the QJWTP and possibly other City facilities and communications system.
2. Wyatt Earp Way Potable Waterline Upgrade. The work consists of the installation of 16-inch diameter cathodically-protected ductile iron pipe. The upgrade (from Sidewinder Drive to Kearns Blvd.) provides pipe capacity, consistent with master planning, for the delivery of up to 6 mgd from the Quinns Junction Water Treatment Plant to the Boothill water storage tanks.
3. Irrigation Supply Improvements. To facilitate the connection and conversion of significant landscape irrigation users (high school, junior high school, North 40 fields, and Prospector Park) from potable to raw water, a filter station will be installed in the vicinity of the access road to the North 40 fields on the north side of Kearns Blvd. Additionally, irrigation supply lines will be extended from the filter station to existing potable water connections within the school property, potable water service will be disconnected and the raw water supply connected.
4. Pace-Homer Ditch Flume. An existing flow measurement device will be replaced with a flume structure that will be installed in the existing culvert located at the entrance of the access road to the North 40 fields.
5. Wyatt Earp Way Walkability Improvements. Proposed 2012 Walkability Improvements (traffic calming and pedestrian related improvements) within Wyatt Earp Way were delayed one year until water improvements could be completed. To facilitate construction coordination, the walkability improvements are included in the waterline project.

Work within Wyatt Earp Way is scheduled to be completed by October 15, 2013 and all work is to be completed by May 15, 2014.

To minimize the impacts of construction, as much as possible, the Water Department is working closely with Prospector area residents and school officials through a public involvement effort.

A portion of the work is located within the Park City Soils Ordinance Boundary. A "Soils Handling Plan" has been prepared and incorporated into the project requirements. The required construction methods for managing the soils and groundwater discharges will meet the Soils Ordinance and a State of Utah UPDES Discharge Permit. Excavated contaminated mill tailings and soils will be identified, removed from the site, and disposed of at a Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facility. Remaining excavated soils will be reintroduced on site and managed as trench backfill and as site fill in designated areas. Surplus excavated materials will be disposed of at an acceptable disposal site in accordance with the Soils Handling Plan. All disturbed and site fill areas within the Soils Ordinance Boundary and not within roadways will be capped with 6-inches of imported topsoil and seeded/sodded. Where in-situ testing of the disturbed and site fill areas indicates the surface soils does not comply with the Soils Ordinance, imported topsoil will be placed to a depth of 6 inches in accordance with the Soils Ordinance. The Contractor is required to manage the construction dewatering and pipeline testing water and not discharge without prior sampling and treatment if necessary.

Analysis:

Construction Contract:

The Wyatt Earp Way Improvements construction project was advertised in the Park Record on July 8 through July 24, 2013, online at utahlegals.com, and on the Park City Website beginning July 8, 2013. Four bids were received and publically opened on July 26, 2013. The following summarizes the bids:

Contractor	***Total Bid***
Engineer's Estimate	**$ 857,913.00**
Lyndon Jones Construction, Inc.	$ 961,776.50
S & L Inc.	$ 965,780.16
Vancon, Inc.	$1,220,719.00
JB Gordon Construction, Inc.	$1,048,862.50

Lyndon Jones Construction, Inc., is the lowest responsive bidder. Bid Documents were verified by the Engineer, Horrocks Engineers, and by Staff. A Horrocks' contractor recommendation letter is attached. Staff therefore has determined that **Lyndon Jones Construction, Inc**., is the successful bidder.

There was no local preference included in the determination of lowest responsible bidder since no firms submitting a bid have a physical presence & staff based in Summit County. Should any local construction firm have bid, the determination of lowest responsible bidder would have included consideration for local preference.

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

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

Alternatives:

A. Approve:
Council could authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Lyndon Jones Construction, Inc., for construction services on the Wyatt Earp Way Improvements in an amount of $961,776.50.

B. Deny:
Council could deny the request for the agreement. Continuing the request could result in a delay to the project as alternate planning, engineering and management methods are evaluated.

C. Modify:
Council could modify the request for the agreement. Modifying the request could result in a delay to the project as the impacts of the requested modifications on the planning, engineering and/or management elements are evaluated.

D. Continue the Item:
Council could continue the request the agreement. Continuing the request could result in a delay to the project until key design elements can be addressed.

E. Do Nothing:
Staff does not recommend this alternative. Doing nothing would delay the design of the time-critical project and create a potential inability to meet existing water obligations and future water quality requirements.

Significant Impacts:

	Preserving & Enhancing the Natural Environment **(Environmental Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Managed natural resources balancing ecosystem needs + Enhanced water quality and high customer confidence + Adequate and reliable water supply - Reduced municipal, business and community carbon footprints	+ Fiscally and legally sound + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Positive
Comments:		

Funding Source:

The funding for the project is from water service fees and is part of the proposed 5-year Water CIP.

Consequences of not taking the recommended action:

The project components are critical to the operation of the delivery of water to meet existing obligations. Additionally, delays to the water components of the project could require the future disturbance of sustainability improvements and pavement.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Lyndon Jones Construction, Inc., for the construction of the Wyatt Earp Way Improvements in an amount of $961,776.50.

Exhibits:

EXHIBIT A: Wyatt Earp Way Improvements, Scope of Work
EXHIBIT B: Bid Tabulation
EXHIBIT C: Horrocks Engineers, Inc., Letter of Recommendation

EXHIBIT A
Scope of Work
Wyatt Earp Way Improvements
Construction Agreement

DESCRIPTION AND SITE OF WORK: For the project known as the WYATT EARP WAY IMPROVEMENTS, (hereinafter "Project"), the Work generally consists of construction of roadway modifications, potable waterline, and irrigation waterlines with associated appurtenances. The work is located in Park City, UT 84060-5108, as indicated on the Drawings.

The project includes the construction of 18" raw water line, 16" potable water line, 4", 6", & 8" irrigation lines with appurtenances, connections to existing irrigation systems, construction of a buried flume, and Wyatt Earp pedestrian improvements which include island, gutter, sidewalk, asphalt pathway, asphalt restoration, landscaping plants and grasses, mulch, landscape boulders, and sprinkler systems.

COMPLETION OF WORK: All work within Wyatt Earp Way shall be completed by October 15, 2013, and final project completion by May 15, 2014. Time is of the essence.

EXHIBIT B
Bid Tabulation
Wyatt Earp Way Improvements

Engineer's Estimate
Wyatt Earp Way Improvements - 2013
Horrocks Engineers

HORROCKS ENGINEERS

Project Manager: Rob Sunderlage, P.E.
Project Engineer: Rod Brocious, P.E.

Bid Opening: Park City Public Works
Date: July 26th 2013
Time:

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 1 Lyndon Jones Construction UNIT PRICE	TOTAL AMOUNT	Bidder 2 S & L Inc. UNIT PRICE	TOTAL AMOUNT	Bidder 3 Vancon, Inc UNIT PRICE	TOTAL AMOUNT	Bidder 4 JB Gordon Construction Inc. UNIT PRICE	TOTAL AMOUNT
A1-1	Mobilization/Demobilization	1	LS	$35,569.13	$35,569.13	$46,000.00	$46,000.00	$38,397.92	$38,397.92	$58,000.00	$58,000.00	$45,000.00	$45,000.00
A1-2	Traffic Control	1	LS	$35,569.13	$35,569.13	$16,500.00	$16,500.00	$16,833.60	$16,833.60	$35,000.00	$35,000.00	$24,000.00	$24,000.00
A1-3	SWPP Plan Requirements	1	LS	$5,000.00	$5,000.00	$13,200.00	$13,200.00	$21,556.22	$21,556.22	$25,000.00	$25,000.00	$18,000.00	$18,000.00
A1-4	Hauling/Disposing of Tailing Material	426	TON	$60.00	$25,560.00	$65.00	$27,690.00	$120.93	$51,516.18	$285.00	$121,410.00	$85.00	$36,210.00
A1-5	Furnish and install 4-inch Class 200 PVC pipe (irrigation)	1,722	LF	$40.00	$68,880.00	$38.00	$65,436.00	$33.80	$58,203.60	$37.00	$63,714.00	$48.00	$82,656.00
A1-6	Furnish and install 6-inch Class 200 PVC pipe (irrigation)	557	LF	$60.00	$33,420.00	$49.00	$27,293.00	$36.31	$20,224.67	$40.00	$22,280.00	$52.00	$28,964.00
A1-7	Furnish and install 8-inch Class 200 PVC pipe (irrigation)	842	LF	$100.00	$84,200.00	$53.00	$44,626.00	$41.96	$35,330.32	$55.00	$46,310.00	$58.00	$48,836.00
A1-8	Furnish and install 8-inch Ductile Iron Pipe (raw)	146	LF	$100.00	$14,600.00	$118.50	$17,301.00	$86.61	$12,645.06	$60.00	$8,760.00	$98.00	$14,308.00
A1-9	Furnish and install 16-inch CL 250 Ductile Iron Pipe (potable)	467	LF	$125.00	$58,375.00	$162.00	$75,654.00	$183.14	$85,526.38	$150.00	$70,050.00	$230.00	$107,410.00
A1-10	Furnish and install 18-inch CL 250 Ductile Iron Pipe (raw)	180	LF	$150.00	$27,000.00	$185.00	$33,300.00	$198.07	$35,652.60	$200.00	$36,000.00	$245.00	$44,100.00
A1-11	Furnish and install 6-inch Schedule 40 PVC Conduit	180	LF	$45.00	$8,100.00	$12.00	$2,160.00	$17.53	$3,155.40	$35.00	$6,300.00	$42.00	$7,560.00
A1-12	6 Inch PRV & Filter	1	LS	$60,000.00	$60,000.00	$52,250.00	$52,250.00	$68,006.89	$68,006.89	$98,600.00	$98,600.00	$38,000.00	$38,000.00
A1-13	2 Inch PRV & Filter	1	LS	$5,500.00	$5,500.00	$15,000.00	$15,000.00	$15,549.66	$15,549.66	$19,500.00	$19,500.00	$16,000.00	$16,000.00
A1-14	Energy Dissipation Structure (installation only)	1	LS	$2,000.00	$2,000.00	$2,200.00	$2,200.00	$4,671.80	$4,671.80	$5,500.00	$5,500.00	$8,000.00	$8,000.00
A1-15	Furnish and install Fiber Optic Type I Junction Box	1	EA	$2,200.00	$2,200.00	$1,630.00	$1,630.00	$2,467.08	$2,467.08	$670.00	$670.00	$2,000.00	$2,000.00
A1-16	Water Line Connection – 18" DIP Wyatt Earp Way (South Connection)	1	LS	$6,800.00	$6,800.00	$9,715.00	$9,715.00	$11,612.78	$11,612.78	$12,000.00	$12,000.00	$13,000.00	$13,000.00
A1-17	Water Line Connection – 18" DIP Wyatt Earp Way (North Connection)	1	LS	$8,700.00	$8,700.00	$14,900.00	$14,900.00	$20,543.66	$20,543.66	$17,000.00	$17,000.00	$18,000.00	$18,000.00
A1-18	Water Line Connection – 18" DIP Wyatt Earp Way	1	LS	$11,200.00	$11,200.00	$19,000.00	$19,000.00	$24,693.82	$24,693.82	$22,600.00	$22,600.00	$22,426.00	$22,426.00
A1-19	Irrigation Connection A	1	LS	$4,500.00	$4,500.00	$6,200.00	$6,200.00	$13,914.16	$13,914.16	$22,500.00	$22,500.00	$9,800.00	$9,800.00
A1-20	Irrigation Connection B	1	LS	$1,000.00	$1,000.00	$1,300.00	$1,300.00	$2,795.41	$2,795.41	$2,400.00	$2,400.00	$2,800.00	$2,800.00
A1-21	Irrigation Connection C	1	LS	$1,000.00	$1,000.00	$550.00	$550.00	$2,316.72	$2,316.72	$1,800.00	$1,800.00	$2,800.00	$2,800.00
A1-22	Irrigation Connection D	1	LS	$5,000.00	$5,000.00	$8,300.00	$8,300.00	$11,760.06	$11,760.06	$10,500.00	$10,500.00	$12,000.00	$12,000.00
A1-23	Irrigation Connection E	1	LS	$3,000.00	$3,000.00	$6,900.00	$6,900.00	$8,941.64	$8,941.64	$10,400.00	$10,400.00	$10,500.00	$10,500.00
A1-24	Irrigation Connection F	1	LS	$3,000.00	$3,000.00	$2,550.00	$2,550.00	$9,262.29	$9,262.29	$6,150.00	$6,150.00	$7,000.00	$7,000.00
A1-25	Furnish and install Asphalt Mill and 2" Asphalt Overlay	35,450	SF	$3.25	$115,212.50	$1.10	$38,995.00	$1.60	$56,720.00	$2.00	$70,900.00	$1.70	$60,265.00
A1-26	Furnish and install Excavation Asphalt T-Patch	1,550	SF	$2.50	$3,875.00	$4.50	$6,975.00	$4.29	$6,649.50	$9.75	$15,112.50	$4.85	$7,517.50
A1-27	Furnish and install 5-foot Sidewalk and Removal and Disposal of Existing Sidewalk	50	LF	$70.00	$3,500.00	$49.00	$2,450.00	$66.70	$3,335.00	$46.00	$2,300.00	$48.00	$2,400.00
A1-28	Furnish and install Curb and Gutter/Drain Gutter	80	LF	$22.00	$1,760.00	$23.00	$1,840.00	$36.76	$2,940.80	$46.50	$3,720.00	$45.00	$3,600.00
A1-29	Furnish and install 10-foot Asphalt Trail	80	LF	$40.00	$3,200.00	$40.00	$3,200.00	$39.93	$3,194.40	$87.00	$6,960.00	$35.00	$2,800.00
A1-30	Furnish and install Landscape SOD and Irrigation Restoration with 6" Top Soil	1	LS	$11,000.00	$11,000.00	$75,000.00	$75,000.00	$41,882.84	$41,882.84	$119,000.00	$119,000.00	$15,000.00	$15,000.00
A1-31	Furnish and install Landscape Seed and Irrigation Restoration with 6" Top Soil	1	LS	$1,800.00	$1,800.00	$60,000.00	$60,000.00	$6,428.79	$6,428.79	$25,000.00	$25,000.00	$12,000.00	$12,000.00
A1-32	Furnish and install 1.5-foot to 2.0 foot diameter Rip-Rap	1	LS	$2,000.00	$2,000.00	$37,000.00	$37,000.00	$19,561.74	$19,561.74	$4,100.00	$4,100.00	$8,000.00	$8,000.00
A1-33	Furnish and install Shoulder Restoration per UDOT Standards	1	LS	$4,000.00	$4,000.00	$6,500.00	$6,500.00	$3,289.80	$3,289.80	$3,000.00	$3,000.00	$5,400.00	$5,400.00
A1-34	Furnish and install Flume	1	LS	$56,000.00	$56,000.00	$70,000.00	$70,000.00	$68,773.57	$68,773.57	$70,000.00	$70,000.00	$74,000.00	$74,000.00
A1-35	Perform Flushing / Cleaning on RAW Waterlines	1	LS	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$33,388.32	$33,388.32	$6,700.00	$6,700.00	$10,000.00	$10,000.00
A1-36	Bid Allowance-Differing Site Conditions (this dollar amount shall be included in the base bid by all contractors)	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
A1-37	Bid Allowance-Site Electrical (this dollar amount shall be included in the base bid by all contractors)	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
					[illegible]	Total Base Bid A1:	$888,615.00	Total Base Bid A1:	$886,742.68	Total Base Bid A1:	$1,114,236.50	Total Base Bid A1:	$885,352.50

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	Engineer's Estimate		Bidder 1 Lyndon Jones Construction UNIT PRICE	TOTAL AMOUNT	Bidder 2 S & L Inc. UNIT PRICE	TOTAL AMOUNT	Bidder 3 Vancon, Inc UNIT PRICE	TOTAL AMOUNT	Bidder 4 JB Gordon Construction Inc. UNIT PRICE	TOTAL AMOUNT
A2-1	Relocate Traffic Sign	4	EA	$400.00	$1,600.00	$ 150.00	$600.00	$ 171.36	$685.44	$500.00	$2,000.00	$400.00	$1,600.00
A2-2	Install New Traffic Sign	4	EA	$500.00	$2,000.00	$ 350.00	$1,400.00	$ 342.72	$1,370.88	$1,000.00	$4,000.00	$1,200.00	$4,800.00
A2-3	Landscape Island Gutter	45	LF	$30.00	$1,350.00	$ 42.00	$1,890.00	$ 29.57	$1,330.65	$46.00	$2,070.00	$100.00	$4,500.00
A2-4	30" Concrete Gutter	315	LF	$20.00	$6,300.00	$ 24.00	$7,560.00	$ 33.99	$10,706.85	$48.00	$15,120.00	$48.00	$15,120.00
A2-5	4" Concrete Sidewalk	1175	SF	$5.00	$5,875.00	$ 5.00	$5,875.00	$ 4.91	$5,769.25	$6.00	$7,050.00	$12.00	$14,100.00
A2-6	3" Asphalt Pathway	275	SF	$2.00	$550.00	$ 6.85	$1,883.75	$ 5.48	$1,507.00	$8.50	$2,337.50	$6.00	$1,650.00
A2-7	4" Asphalt Pavement	2610	SF	$3.00	$7,830.00	$ 4.15	$10,831.50	$ 5.48	$14,302.80	$7.00	$18,270.00	$7.00	$18,270.00
A2-8	7" Reinforced Colored Concrete Crosswalk	695	SF	$10.00	$6,950.00	$ 10.00	$6,950.00	$ 12.34	$8,576.30	$17.00	$11,815.00	$12.00	$8,340.00
A2-9	3" Concrete Flatwork	275	SF	$7.50	$2,062.50	$ 7.35	$2,021.25	$ 6.63	$1,823.25	$8.00	$2,200.00	$16.00	$4,400.00
A2-10	Pavement Marking	1	LS	$4,500.00	$4,500.00	$ 4,000.00	$4,000.00	$ 2,284.80	$2,284.80	$1,650.00	$1,650.00	$7,500.00	$7,500.00
A2-11	ADA Detectable Warning Surface	1	LS	$3,500.00	$3,500.00	$ 5,000.00	$5,000.00	$ 1,646.40	$1,646.40	$1,350.00	$1,350.00	$9,000.00	$9,000.00
A2-12	(2) 6" NEMA Rated Grey Conduit	55	LF	$45.00	$2,475.00	$ 60.00	$3,300.00	$ 20.15	$1,108.25	$18.00	$990.00	$46.00	$2,530.00
A2-13	Adjust Water Valve Box to Grade	1	EA	$500.00	$500.00	$ 650.00	$650.00	$ 504.00	$504.00	$850.00	$850.00	$800.00	$800.00
A2-14	Adjust Telecomm Manhole Rim to Grade	1	EA	$750.00	$750.00	$ 1,300.00	$1,300.00	$ 1,792.00	$1,792.00	$850.00	$850.00	$1,200.00	$1,200.00
A2-15	Adjust Survey Monument to Grade	4	EA	$500.00	$2,000.00	$ 150.00	$600.00	$ 392.00	$1,568.00	$550.00	$2,200.00	$800.00	$3,200.00
A2-16	Relocate Mailbox	1	EA	$500.00	$500.00	$ 250.00	$250.00	$ 252.00	$252.00	$950.00	$950.00	$800.00	$800.00
A2-17	Delineators	3	EA	$200.00	$600.00	$ 350.00	$1,050.00	$ 171.36	$514.08	$350.00	$1,050.00	$600.00	$1,800.00
A2-18	Irrigation Conduit	1	LS	$2,500.00	$2,500.00	$ 1,500.00	$1,500.00	$ 1,868.72	$1,868.72	$1,000.00	$1,000.00	$5,000.00	$5,000.00
A2-19	Topsoil	1	LS	$3,000.00	$3,000.00	$ 4,500.00	$4,500.00	$ 1,520.35	$1,520.35	$10,000.00	$10,000.00	$12,000.00	$12,000.00
A2-20	Perennial Plants and Grasses	150	EA	$15.00	$2,250.00	$ 17.00	$2,550.00	$ 34.76	$5,214.00	$19.50	$2,925.00	$80.00	$12,000.00
A2-21	Shrubs	25	EA	$20.00	$500.00	$ 50.00	$1,250.00	$ 69.12	$1,728.00	$49.00	$1,225.00	$300.00	$7,500.00
A2-22	Rock Mulch and Fabric	900	SF	$2.00	$1,800.00	$ 2.50	$2,250.00	$ 1.86	$1,674.00	$3.00	$2,700.00	$6.00	$5,400.00
A2-23	Large Landscape Boulders	10	EA	$500.00	$5,000.00	$ 85.00	$850.00	$ 164.62	$1,646.20	$168.00	$1,680.00	$500.00	$5,000.00
A2-24	Small Landscape Boulders	20	EA	$300.00	$6,000.00	$ 80.00	$1,600.00	$ 101.91	$2,038.20	$110.00	$2,200.00	$250.00	$5,000.00
A2-25	Sprinkler / Irrigation System	1	LS	$5,000.00	$5,000.00	$ 3,500.00	$3,500.00	$ 7,606.06	$7,606.06	$10,000.00	$10,000.00	$12,000.00	$12,000.00
					$75,392.50	Total Base Bid A21:	$73,161.50	Total Base Bid A21:	$79,037.48	Total Base Bid A21:	$106,482.50	Total Base Bid A21:	$163,310.00

	Engineer's Estimate		Bidder 1		Bidder 2		Bidder 3		Bidder 4	
	Base Price	$857,913.26	SCHEDULE A1:	$888,615.00	SCHEDULE A1:	$886,742.68	SCHEDULE A1:	$1,114,236.50	SCHEDULE A1:	$885,352.50
	17% Contingency	$145,845.25	SCHEDULE A2:	$73,161.50	SCHEDULE A2:	$79,037.48	SCHEDULE A2:	$106,482.50	SCHEDULE A2:	$163,310.00
	Total(A1+A2):	$1,003,758.51	Total (A1+A2):	$961,776.50 Apparent Low Bid	Total (A1+A2):	$965,780.16	Total (A1+A2):	$1,220,719.00	Total (A1+A2):	$1,048,662.50

Rob Sunderlage, P.E.

O:\2012\SL-838-1200 Park City Waterline - Segment A\Project Data\Quantities and Estimates\Copy of Wyatt Earp Improvements Engineers Estimate 7/29/2013 5:40 PM

EXHIBIT C
Horrocks Engineers, Letter of Recommendation
Wyatt Earp Way Improvements

2162 West Grove Parkway Ste 400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS ENGINEERS

Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

July 29, 2013

Roger McClain
Project Manager
Park City Water Department
1053 Iron Horse Drive
Park City, UT 84060

Subject: Wyatt Earp Way Improvements – Bid Tabulation

Dear Roger:

Attached is the bid tabulation for the Wyatt Earp Way Improvements. The low bidder was Lyndon Jones Construction at a total Base Bid of $961,776.50. The engineers estimate was $1,003,758.50 which represents a 4% difference in contractor bid to engineers estimate. There were 4 total bids with an average of $1,049,284.54.

Following our review of the Bid Bond and the Completed Bid Schedule, it is our recommendation that the contract be awarded to Lyndon Jones Construction.

If you have any questions please call.

Sincerely,
HORROCKS ENGINEERS

Rob Sunderlage, P.E.
Project Engineer

cc: file

enclosed: Wyatt Earp Way - Bid Tabulation

City Council Staff Report

Subject: Contract Addendum to Sale of 1450 & 1460 Park Avenue
Author: Jason Glidden & Diane Foster
Department: Executive
Date: August 8, 2013
Type of Item: Administrative

Summary Recommendations:
Staff recommends that Council approve the addendums proposed to the sale of 1450 & 1460 Park Avenue to Greenpark Cohousing, LLC, according to the terms outlined in the attached contract.

Topic/Description:
Contract Addendum to Sale of 1450 & 1460 Park Avenue

Background:
On April 26, 2012, Council formally directed staff to proceed with negotiations on a purchase agreement with Greenpark Cohousing for the sale of 1450 & 1460 Park Ave following a Request for Proposal (RFP) process in which Greenpark was the recommended bid. In the ensuing months, the City and Greenpark have negotiated the terms of the Real Estate Purchase Contract (REPC), and Council's approved the sale of 1450 & 1460 Park Avenue to Greenpark Cohousing, LLC in November 2012.

The following narrative outlines the primary deal points of the approved sale:

- Purchase Price: $400,000 (plus 80% of net profit from sale of units)
- Earnest Money Down: $20,000 (plus $175/month until settlement)
- Due Diligence Deadline: 5/15/2013
- Settlement Deadline: 6/15/2013

On May 8th, 2013 City Council approved a request to amend the deadline dates of the Real Estate Purchase Contract. The following changes were made:

- Due Diligence Deadline extended to 8/15/13
- Financing and Appraisal Deadline extended to 8/15/13
- Settlement Deadline extended to 10/1/13

Greenpark Cohousing, LLC would like to request to amend the deadline dates of the Real Estate Purchase Contract. The group has requested the following changes:

- Due Diligence Deadline extended to 2/15/14
- Financing and Appraisal Deadline extended to 2/15/14
- Settlement Deadline extended to 3/1/14

Analysis:
The Greenpark Cohousing, LLC has been working through the planning process as part of their due diligence. The request for an extension is to allow the group additional time to work with both city staff and the Planning Commission to develop a design plan that will be in line with both the Historic Preservation Guidelines and Land Management Code.

Department Review:
Executive Department, Legal Department, Budget Department

Alternatives:

A. Approve:
Staff recommends that Council approve the addendums proposed to the sale contract of 1450 & 1460 Park Avenue to Greenpark Cohousing, LLC.

B. Deny:
Should Council decide not to approve the addendums to the REPC, the original terms of the contract would remain unchanged.

C. Modify:
If Council wishes to modify the REPC, staff recommends that Council consider the matter in closed session in order to secure the best possible terms

D. Continue the Item:
If Council choses to continue the item, the original terms would remain unchanged.

E. Do Nothing:
If Council takes no action, the original terms of the contract would remain unchanged.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance betw een tourism and local quality of life + Safe community that is w alkable and bike-able		+ Residents live and w ork locally + Preserved and celebrated history; protected National Historic District + Physically and socially connected neighborhoods + Diverse population (racially, socially, economically, geographically, etc.)	
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	Neutral	Very Positive	Neutral
Comments: This project is consistent with the Lower Park Avenue master plan and will provide unique and affordable housing in a location which will limit environmental and traffic impacts. Simultaneously, the historic structures on the property will be preserved. Staff feels that the project impacts are very positive overall.				

Funding Source:
Funding for the original purchase of this property was made from the LPA RDA fund. Proceeds from the sales will be returned to the fund. In the unlikely event that the City should have to make payments on the construction loan as a guarantor, funding would come from property tax increment in the LPA RDA Fund.

Consequences of not taking the recommended action:
Should Council decide not to approve the attached addendums to REPC, Council should direct staff whether to pursue further negotiations with Greenpark or allow for the current terms of the contract to remain unchanged.

Summary Recommendations:
Staff recommends that Council approve the addendums proposed to the sale of 1450 & 1460 Park Avenue to Greenpark Cohousing, LLC.

Attachments:
A – Proposed Addendum #4 Real Estate Purchase Contract

ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [x] ADDENDUM [ ] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 3, 2012, including all prior addenda and counteroffers, between Greenpark Cohousing, LLC as Buyer, and Park City Redevelopment Agency as Seller, regarding the Property located at 1450/1460 Park Ave. The following terms are hereby incorporated as part of the REPC:

1. Section 24(b): 8/15/2013 shall be removed and replaced with 2/15/2014
2. Section 24(c): 8/15/2013 shall be removed and replaced 2/15/2014
3. Section 24(d): 10/1/2013 shall be removed and replaced with 3/1/2014

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [ ] REMAIN UNCHANGED [x] ARE CHANGED AS FOLLOWS: See language above.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [ ] **Seller** [ ] **Buyer** shall have until ________ [ ] **AM** [ ] **PM** Mountain Time on ________________ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

8.5.13 1:50PM

[X] Buyer [ ] Seller Signature (Date) (Time) [ ] Buyer [ ] Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[ ] **ACCEPTANCE: [ ] Seller [ ] Buyer** hereby accepts the terms of this ADDENDUM.

[ ] **COUNTEROFFER: [ ] Seller [ ] Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

[ ] **REJECTION: [ ] Seller [ ] Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

City Council Staff Report

Subject:	**Meeting Management Software**
Author:	**Jason Glidden**
Department:	**Sustainability**
Date:	**August 8th, 2013**
Type of Item:	**Administrative – Award of Contract**

Summary Recommendations:
Staff requests Council authorize the City Manager to enter into a Licensing and Support Agreement and Hosting Services Agreement with Hyland Software Inc. (Sire Technologies) in the amount of $21,572 in year one and $7,908 annually thereafter.

Topic/Description:
Awarding a contract to purchase and implement a Meeting Management Software (Streaming Audio Media) solution to improve workflow and productivity, public participation and government transparency. The software is also for the improvement of the City's agenda management process, which is tailored to the City's Council and Planning Commission needs.

Background:
In 2011 the Executive and IT teams were asked by the City Council to collaborate on the research of existing programs that would offer greater transparency to its citizens, provide improved access to public meetings and records online, and offer an integrated solution that would combine minutes with a meeting's recording. Staff scheduled meetings with qualified vendors over the following few months. In addition to the project being impacted by Assistant City Manager staffing changes, staff felt that more time and research was needed before pursuing and selecting a service provider.

During this past winter a working committee (the "Committee") was created to include representatives from public meeting coordinators for City Council and Planning Commission, Executive Department, and IT Department. The Committee collaborated to create an RFP for a Meeting Management Software solution from qualified vendors that specialize in the field of government documentation and record keeping, with a high focus on accessibility and transparency.

Analysis:
In January the RFP was noticed in the Salt Lake Tribune, The Park Record, the City's website and emailed to E-Notify subscribers. Responses to the RFP were due from bidders by mid-February and proposals were then graded by the Committee. The Committee received a total of eight bids.

Committee members graded providers on:

- Overall thoroughness in meeting the needs of the “scope of work”
- Experience working with government agencies and municipalities
- Up front cost
- Ongoing maintenance and support annual cost
- Additional license fees
- Fulfills technical requirements
- Data storage needs
- Data redundancy
- Accessibility of data
- Training and support
- Compliance with standard contract

Committee members also checked references and websites of clients. The committee then selected the top three qualified bids and scheduled program demonstrations with each of the companies. A final grading of the three finalists was performed and Sire Technologies was selected from the group.

SIRE Technologies is located in Salt Lake County and was acquired by Hyland Software Inc. in 2012. SIRE provides meeting management software, a storage solution for enormous audio and/or video files, security, and training. The software provides content management, agenda and workflow automation, application integration, and streaming audio and/or video, tailored to the needs of state and local government agencies. The intent of the investment is to increase productivity and decrease workloads while improving public service and access to information for constituents. SIRE’s proposed solution facilitates the documentation of public meetings and conforms to PCMC’s current website design.

A one-time purchase of encoder hardware compatible with both audio and video applications is the City’s obligation at a cost of approximately $5,000. This amount has been included in the overall price of the contract. In the future, if video is preferred, a camera would have to be purchased at additional cost to the City. Storage is another important feature because the files for video and audio are enormous and the vendor provides a secure cloud-based storage service solution.

SIRE will provide all training services upon installation of the system as part of its pricing. A number of options are available for users to learn at their own pace and on-site training is also an option. SIRE estimates 24 hours per user for the training phase.

The exact implementation schedule has not yet been determined.

Department Review:
City Manager, Legal Department, IT Department, Budget Department

Alternatives:

A. Approve: Council gives approval to authorize the City Manager to enter into a Standard Licensing and Support Agreement and Standard Hosting Services Agreement with Hyland Software Inc. (Sire Technologies). This is staff's recommendation.
B. Deny: Council denies approval to authorize the City Manager to enter into a Standard Licensing and Support Agreement and Standard Hosting Services Agreement with Hyland Software Inc. (Sire Technologies).
C. Modify: Council could direct staff to modify the agreement to include or exclude certain items or services.
D. Continue the Item: Council could ask that this item be continued with specific direction to staff on next steps.
E. Do Nothing: Council could choose to do nothing. This would leave staff with a lack of direction moving forward.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?				+ Engaged and informed citizenry + Streamlined and flexible operating processes + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral ⇔	Neutral ⇔	Neutral ⇔	Positive ⇧
Comments:				

Funding Source:

IT has an annual budget line of $9,600 to fund this project. In order to cover year 1 costs of program purchase and installation, a request from the Capital Improvement Project (CIP) fund was approved for FY 2015.

Consequences of not taking the recommended action:

By not proceeding with this software solution, Park City would continue to lack an efficient method of meeting documentation that promotes greater governmental transparency.

Recommendation:
Staff requests approval to authorize the City Manager to enter into a Standard Licensing and Support Agreement and Standard Hosting Services Agreement with Hyland Software Inc. (Sire Technologies) in the amount of $21,572 in year one and $7, 908 going forward.

Exhibits:
Exhibit A – Professional Service Contract
Exhibit B – Hosting Contract

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS **SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT** ("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 Hyland Software, Inc., an Ohio corporation ("Service Provider").

WITNESSETH:

WHEREAS, the parties have entered into a Hosting Agreement dated on or about __________________ (the "Hosting Agreement"), pursuant to which, among other things, Service Provider has agreed to license certain Software to the City and provide Maintenance and Support and Hosting Services to the City relating to such Software. Capitalized terms used in this Agreement and not defined shall have the meanings given to them in the Hosting Agreement.

WHEREAS, the City desires to have certain Professional Services performed relating to the Software, which require specialized skills and other supportive capabilities; and

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

WHEREAS, the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and pr ofessional expertise, where required, to perform the Professional Services.

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 eq uipment necessary for full performance thereof, as are identified and des ignated as Service Provider responsibilities in this Agreement and as set forth in the "Services Proposal" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **$14,850.00** Dollars.

2. TERM AND TERMINATION.

(A) The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate upon the earlier of June 30, 2014, or payment of the invoice referenced in Addendum A relating to Milestone 2, unless extended by mutual written agreement of the parties. 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 five (5) 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.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made in accordance with the terms of Addendum A.

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" services work the City requires during the term of this Agreement, the City shall pay the Service Provider at a rate of $168.75 per person per hour, or 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 in accordance with the terms of Addendum A. 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 Professional Services and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

A. The Service Provider shall furnish the City such statements, records, reports, data, and information as the City may reasonably request, pertaining only to matters covered by this Agreement.

B. The Service Provider shall at reasonable times and upon r easonable advance written notice , make available for examination of such records and data which relate directly to matters covered by this Agreement and shall permit the City or its designated authorized representative to audit and inspect such data which relate directly to 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 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 em ployee, 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 i ndependent contractor with the authority to control and di rect 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 engagement on this Project. The Service Provider may, however, engage that (those) individuals(s) on other non-City related projects. If the City exercises this right, and the Service Provider cannot immediately replace the removed personnel, the City agrees to an equitable adjustment in schedule or other terms, including pricing, that may be affected by the City's required removal.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hol d the City and i ts agents, employees, and officers, harmless from and shall process and defend at its own expense any and all third party 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, provided that Service Provider: (i) is notified promptly after the City receives notice of such claim; and (ii) receives the City's reasonable cooperation in the defense or settlement of such claim; provided further, 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 v alid 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. T he 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. <u>INSURANCE</u>.

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 general liability and auto 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 the general liability and auto 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 AND WORK PRODUCTS.
Title to all property furnished by the City shall remain in the name of the City. The parties acknowledge and agree that although Professional Services will be provided under this Agreement, such Professional Services and any Work Products created as a result of such Professional Services will be subject to and governed by all applicable provisions of the General Terms and Conditions of the Hosting Agreement, including but not limited to Section 4 (License of Software and Third Party Software), Section 13 (Limited Warranty; Warranty Disclaimer) and Section 14 (Limitations of Liability).

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. <u>NONDISCRIMINATION</u>.

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. Neither party may assign its performance or rights under this Agreement or any portion of this Agreement without the written consent of the other party, and it is further agreed that said consent must be sought in writing not less than thirty (30) days prior to the date of any proposed assignment. The other party 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. Subject to the terms of Section

4 above, 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.

15. <u>POLITICAL ACTIVITY PROHIBITED</u>.

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. <u>PROHIBITED INTEREST</u>.

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

17. <u>MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS</u>.

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.

<u>18. CITY OBLIGATIONS</u>.

(a) The City agrees that it will cooperate with and assist Service Provider in the performance of Professional Services under any Professional Services Agreement; will provide the resources specified in the relevant Professional Services Agreement; and will perform or fulfill all obligations required to be performed or fulfilled by the City under the terms of the relevant Professional Services Agreement. The City acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 18(a) and the relevant Professional Services Agreement, Service Provider’s ability to provide such Professional Services, meet the performance schedule set forth in such

Professional Services Agreement and keep professional services fees reasonably in line with any estimates given in the Professional Services Agreement may be adversely affected.

(b) Notwithstanding any contrary terms, if the City requests Service Provider to perform Professional Services on or with respect to any third party software that is not Third Party Software as defined in the Hosting Agreement, the City represents and warrants to Service provider that the City has all necessary rights to allow Service Provider to do so.

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 ot her 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 and the Hosting Agreement are 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

HYLAND SOFTWARE, INC.
Address: 28500 Clemens Road
Westlake, OH 44145

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

ADDENDUM "A"

See the Services Proposal, dated June 1, 2013, attached hereto:

PROFESSIONAL SERVICES PROPOSAL

Park City Municipal Corporation

DOCUMENT VERSION : 1

DOCUMENT DATE : 01-June-2013

THIS PROPOSAL IS VALID FOR A PERIOD OF 90 DAYS FROM THE ABOVE DATE.

TABLE OF CONTENTS

INTRODUCTION

The purpose of this document is to define the goals, scope, and important details supporting the delivery of professional services related to one or more projects defined in the Project Areas section. This document is used by Hyland Software to provide services estimates applicable to the current stage of a project.

PROPOSAL TERMS & USAGE

Hyland Software, Inc.® ("Hyland") is pleased to provide the following estimate for professional services related to the use of the SIRE Software ("Software") for Park City Municipal Corporation ("Customer") as shown in the Description of Services section of this document.

This proposal describes the services offered to Customer in conjunction with the use of the Software for Customer. The content of this document is subject to review and revision by both Hyland and Customer. After this proposal has been mutually reviewed and agreed to by both Hyland and Customer, this proposal will be attached to a services contract and delivered to Customer for final review and signature.

Once executed by both Hyland and Customer, the Hyland solution delivery team will contact Customer project team to discuss project logistics and potential start dates. Once a project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this proposal.

PROJECT AREAS

Project 1 – Agenda Plus/Minutes Plus/Video Plus

Scope

The scope of the project includes:

- Installation of Software in one (1) hosted production environment including
  - SIRE Server Core
  - SIRE Agenda Plus
  - SIRE Minutes Plus
  - SIRE Video Plus

- Configuration of one (1) meeting type with the ability/training for customer to build additional meeting types as necessary.
  - City Council

- Setup of SIRE Pub (Public Display to the Web of Meeting information)

- Creation of reference materials;

- Delivery of the following training:
  - SIRE Agenda Admin Training;
  - SIRE Agenda End User Training;
  - SIRE Minutes Plus/Meeting Video Recording Training

Services

Discovery, Basic Installation , Implementation, Project Management, Training

Deliverables

Software Solution, Reference Material

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- Customer will commit a minimum of eight (8) working hours per day to testing the Solution during the Customer Testing Support phase, which may be performed by multiple Customer personnel;

HYLAND SOFTWARE

- Hyland estimates twenty four (24) hours for the training phase. Customer may request additional hours for such service under a future agreement;
- Hyland estimates twelve (12) hours for the Customer testing support phase. Customer may request additional hours for such service under a future agreement;
- Hyland estimates four (4) hours for the go live support phase. Customer may request additional hours for such service under a future agreement;
- One (1) prototype reviews are estimated for the proposal. Additional prototype reviews may be requested by the Customer and are not included in this proposal;
- Customer has all necessary pre-requisite hardware purchased and installed for the video encoder server;
- Solution includes one (1) meeting type for city council (one (1) agenda document template in MS Word format and one (1) minutes document template in MS Word format);
- SIRE Pub will be delivered from one (1) of the preconfigured layout templates;
- Additional test environment(s) is not included in the scope of this project;
- Configuration of SIRE Form(s) is not included in the scope of this project;
- Configuration of SIRE Workflow(s) is not included in the scope of this project;
- Creation of custom SIRE Report(s) is not included in the scope of this project; and
- Customer will provide necessary technical resources and network changes to support the on the premise based solution.

DESCRIPTION OF SERVICES

The types of services outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these services are in scope for a particular project.

1. **Discovery**

Discovery services cover the requirements analysis and design of the Software solution(s) and include the following major activities:

   a. Project kickoff meeting;
   b. Discovery sessions with Customer subject matter experts from the business areas and technical experts from IT, interfaces and applications;
   c. Review and refinement of the solution requirements with Customer experts; and
   d. Sign off on Solution Requirement Document.

2. **Implementation Services**

Services include the implementation of a solution per agreed upon solution requirements which have been identified during the discovery phase.

   a. Configuration of the solution substantially in accordance with the mutually agreed upon documentation;
   b. Testing Software modules and/or functionality implemented, per solution requirements;
   c. User testing kickoff;
   d. Issue support for solution testing;
   e. Creation of solution training materials;
   f. Creation of documentation for administrative use;
   g. Execution of "train-the-trainer" session for up to ten (10) customer designated testers and/or trainers;
   h. Execution of administrative training specific to the solution and administration of Software;
   i. Preparation for go-live; and
   j. Go live support.

3. **Project Management**

Project Management services cover the overall coordination of Hyland team resources and general coordination of solution delivery. The Hyland Project Manager will:

e. Provide supervisory project services to facilitate project scheduling, communicate project status and budget, update project issue log, and

Description of Deliverables

The types of deliverables outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these deliverables are in scope for a particular project.

1. **Software Solution and Workflow Solution (collectively referred to as the "Solution")**
   a. The implementation of the requirements defined in the Solution Requirements Document created during discovery.

2. **Reference Guide:**
   a. A technical reference document intended for Software solution administrators and IT management/support staff; and
   b. Guide contains the technical configuration details of a specific solution and is provided in both Microsoft Word and PDF formats.

PRICING ESTIMATE

Customer acknowledges that the services estimated are based solely on the information provided to Hyland and referenced in the above project area(s).

Project Name	Estimate Type	Total Project Hours	Amount
Agenda, Minutes, Video	Fixed Fee	88	$14,850.00
Total			**$14,850.00**

The pricing estimate described above represents a fixed price services engagement, plus travel and expenses. Payment milestones for this engagement will be invoiced as follows:

Payment Milestone 1:

- $7,425.00 of the total fixed price will be invoiced by Hyland to Customer upon contract signing.

Payment Milestone 2:

- $7,425.00 of the total fixed price will be invoiced by Hyland to Customer upon successful completion of acceptance testing or any use of the solution in a production environment.

Travel and Expenses:

- Travel and expenses will be invoiced by Hyland to Customer on a monthly basis, with a final invoice upon final completion of the applicable services under this proposal.

Payment in full will be due net thirty (30) days after invoice date.

KEY ASSUMPTIONS

The cost estimates were created using the following assumptions:

a. Hyland provides train-the-trainer services. Customer is responsible for the training of Customer's end users;
b. Customer will have a system administrator that will or has attended system administrator training for the Software, and will participate actively in the entire project lifecycle for knowledge transfer. The Customer system administrator will support the Software environments and solutions at the completion of the project;
c. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
d. The above pricing estimate includes estimated services fees only;
e. Where applicable, travel time for services personnel is charged at ½ (one half) applicable services rates and will not exceed eight (8) hours per one-way trip;
f. Where applicable, travel expenses are not included in this estimate and will be charged separately;
g. Each deliverable created during this project will use Hyland's standard deliverable templates. Customer requested changes to the deliverable template may increase project costs or introduce timeline delays; and

CUSTOMER RESPONSIBILITIES/OBLIGATIONS

To facilitate Hyland's performance of the above services, Customer agrees, at a minimum, to provide the following:

Network Environment:

- A properly configured processing environment;
- All necessary components including, but not limited to, power, lighting, network connections and environment controls deemed necessary for the proper functioning of the system;
- Installation and support of all hardware and operating, database, and application software; and
- Customer will provide systems access and include third-party vendors or subject /technical matter experts as required.

Personnel:

The following resources are critical for the success of this project:

  - Collaboration with Hyland resources on the project schedule deliverable;
  - Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship;
  - Facilitate timely decision making and resolution of issues;
  - Coordination of Customer resources for the testing and regression testing cycles of the configured Software solution;
  - Tracking and reporting test results; and
  - Arrange for physical workspace and tools (desks, meeting rooms, training rooms, conference phones, etc.) for duration of the project to accommodate scheduled onsite activities.
- Availability of Customer's business process owners;
- Availability of Customer's technical resources responsible for the Software;
- At least one (1) Information Services ("IS") / Information Technology ("IT") representative to assist with the installation with regards to network and system administration;
- At least one (1) Software Administrator to assist in establishing network rights to appropriate disk groups on Customer's file servers for Customer's users; and
- Availability of Customer's resource to coordinate the above listed resources.

The parties acknowledge and agree that the absence of the foregoing environment or personnel may result in the delay of the performance and completion of the services.

*** END OF DOCUMENT ***

HOSTING AGREEMENT
(Subscription and Hosting)

This HOSTING AGREEMENT (“Agreement”) is made and entered into as of this _____________ day of __________ ________, 20__ (the “Effective Date”) by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 (“Hyland”), and Park City Municipal Corporation with its principal offices at 445 Marsac Avenue, Park City, Utah 84060 (“Customer”).

PURCHASE TABLE

INITIAL HOSTED SOLUTION:	**INITIAL HOSTING FEES**
Hosting Fees:	
Annual fee for Software subscription and Standard Hosting Services – Hardware & Networking Base Charge	$7,908.00
DISCOUNT for first year only	($1,186.20)

INITIAL SOFTWARE:	**QUANTITY**
SIRE™:	
Workgroup SIRE Server Core	1
SIRE Audio/Video Plus – Encoder Server – Per Server	1
SIRE Agenda Plus	1
SIRE Agenda to Go	1
Hosted SIRE Minutes Plus	1
SIRE Audio/Video Plus – Annual Video Streaming Hosting Service	1

PRICING FOR INITIAL PROFESSIONAL SERVICES:			
PROFESSIONAL SERVICES AGREEMENT DATED ________, 2013:	**BASIS FOR PRICING:**	**PROJECT NAME**	**PRICING**
	Fixed Fee	Agenda, Minutes, Video	**$14,850.00**

This Agreement consists of this document and Attachment A, Attachment B, and Attachment C. All Software, Work Products, Maintenance and Support, and Professional Services which may be licensed or purchased by Customer from Hyland from time to time shall be governed by this Agreement (including any Work Products that may be provided under any Professional Services Agreement). The parties acknowledge and agree that this Agreement takes precedence over any conflicting terms contained in a Professional Services Agreement (or, if applicable, purchase order). Customer specifically represents and warrants to Hyland that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

PARK CITY MUNICIPAL CORPORATION
“CUSTOMER”

By:_______________________________________

____
Print Name

____
Title

____
Date

HYLAND SOFTWARE, INC.
“HYLAND”

By:_______________________________________

____
Print Name

____
Title

____
Date

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS

Certain capitalized terms used in this Hosting Agreement have the meanings set forth below:

(a) Customer Data. "Customer Data" means any and all data and materials of Customer captured, stored, processed or accessed in any manner using the Software instance included in the Hosted Solution, as updated by Customer from time to time.

(b) Documentation. "Documentation" means: (1) in the case of the Software, the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software; or (2) in the case of any Work Product, the Specifications (if any) for the Work Product.

(c) Effective Date. "Effective Date" means the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures.

(d) Error. "Error" means any defect or condition inherent in the Software which is reported by Customer in accordance with this Agreement and which is confirmed by Hyland, that causes the Software to fail to function in all material respects as described in the Documentation.

(e) Error Correction Services. "Error Correction Services" means Hyland's services described in Section 2(a).

(f) Host Web Site. "Host Web Site" means the web site maintained by Hyland on a web server included in the Network through which Customer will access the Hosted Solution and Customer Data stored in the Hosted Solution database and disk groups, all subject to and in accordance with the terms of this Agreement.

(g) Hosted Solution. "Hosted Solution" means a configuration of a Host Web Site, Network, Software, Third Party Software and Hosting Services that Hyland provides for use by Customer under this Agreement.

(h) Hosted Solution Options Fees. "Hosted Solution Options Fees" means the amounts, which may include periodic amounts, chargeable for any Optional Hosting Services.

(i) Hosting Fees. "Hosting Fees" means the periodic amounts (excluding any Hosted Solution Options Fees or fees for other services or deliverables that may be payable on a periodic basis) chargeable for Hyland's Standard Hosting Services, including additional Software, Network components or Third Party Software to the Hosted Solution.

(j) Hosting Services. "Hosting Services" means the Standard Hosting Services and any Optional Hosting Services provided by Hyland that Customer purchases.

(k) Maintenance and Support. "Maintenance and Support" means for Supported Software the services described in Section 2 and the availability of Upgrades and Enhancements in accordance with Section 2(a). Maintenance and Support does not include any Services that Hyland may provide in connection with assisting Customer with testing of an upgrade of Supported Software with any available Upgrade and Enhancement.

(l) Network. "Network" means the computers and peripheral storage devices, switches, firewalls, routers, other network devices and network software hosted by Hyland and made available to Customer by Hyland through the Hosting Services for use as part of the Hosted Solution.

(m) Process Manual. "Process Manual" means the written manual for the Hosted Solution prepared by Hyland, which describes the Hosting Services and the Network and certain other components that will be part of the Hosted Solution. Hyland reserves the right to modify the Process Manual at any time effective immediately upon Hyland's posting of the modification or revised Process Manual on the Hyland's website identified in the Process Manual or Hyland's delivery of the written modification to Customer.

(n) Software. "Software" means: (1) the software modules listed in the Purchase Table, and such other of such product modules with respect to which Customer submits a written purchase order to Hyland that Hyland accepts and fulfills, including, in each case, third party software bundled by Hyland as part of a unified product; and (2) all Upgrades and Enhancements of the software modules described in clause (1) which Customer properly obtains pursuant to the terms of Section 2 of these General Terms and Conditions.

(o) Optional Hosting Services. "Optional Hosting Services" means optional services described in the Process Manual which Hyland offers as Hosting Services (but are not included within the Standard Hosting Services) and which Customer may elect to purchase.

(p) Professional Services. "Professional Services" means any or all of the following professional services provided by Hyland under a Professional Services Agreement: (1) installation of the Software; (2) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (3) project management; and (4) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API).

(q) Professional Services Agreement. "Professional Services Agreement" means such Professional Services Agreement(s) which may be executed from time-to-time by and between Hyland and Customer, which sets forth specific Professional Services Hyland will provide to Customer.

(r) Qualified Employee. "Qualified Employee" is defined on Attachment C to this Agreement under the caption "Qualified Employee Requirements," as such Attachment C may be amended from time to time by Hyland upon at least ninety (90) days advance written notice to Customer.

(s) Services. "Services" means any or all Error Correction Services, Technical Support Services or Professional Services provided by Hyland, as the context requires.

(t) Intentionally omitted.

(u) Specifications. "Specifications" means the definitive, final functional specifications for Work Products, if any, produced by Hyland under a Professional Services Agreement..

(v) Standard Hosting Services. "Standard Hosting Services" means the Hosting Services described in the Process Manual as Standard Hosting Services.

(w) Supported Software; Retired Software. At any particular time during a maintenance period covered by Section 2 of these General Terms and Conditions: (1) "Supported Software" means the current released version of the Software licensed by Customer from Hyland and any other version of such Software that is not Retired Software; or (2) "Retired Software" means any version of the Software licensed by Customer from Hyland under this Agreement which is identified on Hyland's secure end user web site (as identified in the Process Manual) as being retired. Hyland will specify on its end user web site Software versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site.

(x) Technical Support Services. "Technical Support Services" means Hyland's services described in Section 2(a).

(y) Third Party Software. "Third Party Software" means all third party software products (other than third party software products bundled by Hyland as a part of the Software) licensed by Hyland and sublicensed through this Agreement by Hyland to Customer for use by Customer as part of the Hosted Solution.

(z) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that Hyland makes available to Customer or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

(aa) Work Products. "Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of services under this Agreement or a Professional Services Agreement.

2. HOSTING SERVICES

(a) STANDARD HOSTING SERVICES. Subject to Customer's payment in full of all Hosting Fees and other fees, costs and expenses required to be paid by Customer referred to in this Agreement, and subject further to compliance by

Customer with the other terms, conditions and restrictions of this Agreement, Hyland agrees to provide to Customer the Standard Hosting Services (including Customer Data backup services as described in the Process Manual) and Maintenance and Support. Hyland will provide Maintenance and Support as follows:

(1) Technical Support Services.

(A) During the hours outlined in the Process Manual ("Regular Technical Support Hours"), Hyland will provide telephone or online assistance and advice related to the operation of any Supported Software, the Network, the Third Party Software or the Host Web Site. Only a Qualified Employee (who shall be an applicable employee to make requests or reports related to Maintenance and Support only during a transitional period when Customer does not have a Qualified Employee as required under Section 6(h)) of Customer shall make a request or report a matter requiring Technical Support Services.

(B) Technical Support Services are not available for Retired Software.

(2) Error Correction Services.

(A) During Regular Technical Support Hours, Hyland will use its commercially reasonable efforts to correct any Errors in the Supported Software which are reported by Customer and which are confirmed by Hyland, in the exercise of its reasonable judgment, which correction may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Customer to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction. Only a Qualified Employee of Customer shall make a request or report on a matter requiring Error Correction Services.

(B) During any time outside of Regular Technical Support Hours, Hyland will receive and initially respond to reports of Errors in Supported Software, the Network, Third Party Software or the Host Web Site by Customer only to the extent that the Supported Software is inaccessible or the functionality of the Supported Software is substantially impaired, in either case in Customer's live production environment, and Customer's business operations are materially adversely impacted by such circumstances. Reports of Errors outside of Regular Technical Support Hours will be made by calling Hyland's regular telephone support number and using Hyland's after hours paging system. Hyland's designated support engineer on call will contact Customer regarding the problem as outlined in the Process Manual. Customer will not call outside of Regular Technical Support Hours for any other purpose or in any other circumstances. Hyland reserves the right to notify Customer that it is making unauthorized use of Maintenance and Support outside of Regular Technical Support Hours and to terminate the provision thereof after such notice is given, unless Customer pays Hyland for such continued after-hours Maintenance and Support at the rate of $150 per hour (with a minimum charge of one hour per call). Customer shall be informed at the time of a call if such call is considered an unauthorized call and Customer shall have the opportunity to terminate the call and delay Maintenance and Support until Regular Technical Support Hours on the next business day.

(C) Error Correction Services are not available for Retired Software.

(3) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(A) Technical Support Services. In requesting Technical Support Services, Customer will report any problems or questions related to the operation of any Supported Software in accordance with Hyland's then-applicable reporting policies. Hyland's current policies require Customer to report such a problem or question only during Regular Technical Support Hours as outlined in the Process Manual.

(B) Error Correction Services. In reporting any suspected Errors in Supported Software, Customer shall provide prompt notice of any Errors in Supported Software discovered by Customer, or otherwise brought to the attention of Customer, in accordance with Hyland's then current policies for reporting of Errors. Hyland's current policies require Customer to report Errors as outlined in the Process Manual. If requested by Hyland, Customer agrees to provide written documentation of Errors to substantiate the Errors and to assist Hyland in the detection, confirmation and correction of such Errors.

(4) Upgrades and Enhancements.

(A) Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (as identified in the Process Manual), all Upgrades and Enhancements, if and when released during the term of this Agreement. Upgrades and Enhancements will be applied to the Hosted Solution in collaboration between Hyland and Customer whenever possible; however, Hyland may unilaterally apply an Upgrade or Enhancement in order to address an issue or matter that Hyland believes may be detrimental to the Hosted Solution if not promptly addressed. Customer acknowledges and agrees that Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof to its customers.

(B) Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

(C) Upgrades and Enhancements are not available for Retired Software.

(5) Customer's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Customer agrees to implement, in the manner instructed by Hyland, all Error corrections and Upgrades and Enhancements to the Supported Software. Customer's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this paragraph shall relieve Hyland of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement.

(6) Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are reported by Customer and which are confirmed by Hyland or its suppliers, in the exercise of their judgment, Hyland shall either (1) repair the defective Hosted Solution component so as to correct the defect, or (2) replace the defective Hosted Solution component with a new component providing substantially similar functionality. Hyland shall undertake to confirm any reported defects promptly after receipt of proper notice from Customer, in accordance with Hyland's then current Error reporting procedures.

(7) Exclusions.

(A) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in third party software (other than Third Party Software or third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software.

(B) Software API and Work Products. Maintenance and Support for: (1) any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs); and (2) Work Products will be addressed on a case by case basis as mutully agreed to in aProfessional Services Agreement.

(b) OPTIONAL HOSTING SERVICES. If Customer submits a written purchase order to Hyland to procure Optional Hosting Services which Hyland makes available for purchase to its hosted customers generally, and Hyland accepts the purchase order, then, subject to Customer's payment of the applicable Hosted Solution Option Fees, Hyland will use commercially reasonable efforts to provide the Optional Hosting Services which are covered by the purchase order in accordance with the description of such Optional Hosting Services in the Process Manual.

(c) RETURN OF CUSTOMER DATA. Upon termination or expiration of this Agreement, Hyland agrees to retain Customer Data for a period of sixty (60) days (the "Transition Period"). Upon Customer request during the Transition Period, Hyland shall provide to Customer: (1) the Customer Data on one (1) or more encrypted hard drives or other similar media, at an additional cost which shall be specified by Hyland; and (2) a tab delimited export file containing the relevant keyword values and related file locations for the Customer Data. After expiration of the Transition Period, Hyland will delete all Customer Data.

(d) DATA RECOVERY. If Customer suffers Data Loss of Customer Data from a Hosted Solution and the loss would not have occurred if Hyland had not been negligent or committed willful misconduct in performing the Customer Data backup activities included in the Hosting Services in accordance with the Process Manual, then Hyland agrees to use its commercially reasonable efforts to attempt to recover promptly the lost or destroyed Customer Data at no charge to Customer. As used herein, "Data Loss" means the loss or destruction of Customer Data, but expressly excludes disclosure to a third party of Customer Data or other Confidential Information of Customer or any other breach of Hyland's confidentiality or security obligations under this Agreement.

3. COMPLIANCE WITH LAWS

Hyland agrees to comply in all material respects with all applicable laws in performing the Hosting Services described in this Agreement.

4. LICENSE OF SOFTWARE AND THIRD PARTY SOFTWARE

(a) Subject to Customer's payment in full of all Hosting Fees, any Professional Services fees related to Professional Services associated with any Work Products, and other fees, costs and expenses required to be paid by Customer referred to in this Agreement or in connection with a Professional Services Agreement, and subject further to compliance by Customer with the other terms, conditions and restrictions of this Agreement, Hyland grants to Customer a revocable, non-exclusive, non-assignable, limited license to: (1) the Software, Third Party Software and Work Products, in machine-readable object code form only, for the term of this Agreement. Customer may use the Software, Third Party Software and Work Products only as hosted by Hyland on the Network, solely internally, and only for capturing, storing, processing and accessing Customer's own data, and (2) with respect to Work Products only, modify and add to the Work Products solely for Customer's internal use in connection with the Software. The Software, Third Party Software and Work Products are licensed for use by a single organization and may not be used for processing of third-party data as a service bureau, application service provider or otherwise. Customer shall not make any use of the Software, Third Party Software or Work Products in any manner not expressly permitted by this Agreement.

(b) Customer acknowledges that the licenses granted herein are limited to the right of concurrent access to the Customer Data via telecommunications equipment by Web browser to the Host Web Site. Customer acknowledges that each module of the Software and each Work Product is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software or Work Product (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Customer is prohibited from using any software other than Hyland's Client modules or licensed API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to Customer's use of such other software and the Hosting Fees have been adjusted to reflect such additional Software and Customer pays such additional Hosting Fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

(c) Customer shall be entitled to use one (1) production copy of the Software, Third Party Software and each Work Product. Customer shall not make or use any additional copies of the Software, Third Party Software or Work Products.

(d) Customer agrees: (1) not to remove any Hyland notices in the Software or Work Products or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software; (2) not to sell, transfer, rent, lease or sub-license the Software, Third Party Software, Work Products or documentation to any third party; (3) except as expressly permitted by Section 4(a) with respect to Work Products, not to alter or modify the Software, Third Party Software or Work Products; and (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software, Third Party Software or Work Products, or prepare derivative works therefrom.

(e) Hyland and its suppliers own the Software, Third Party Software and Work Products, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software, Third Party Software and Work Products. The Software, Third Party Software and

Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Third Party Software or Work Products are transferred to Customer. Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Third Party Software or Work Products, except for the limited express rights granted in this Agreement. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

(f) Customer acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

5. PROFESSIONAL SERVICES.

The parties acknowledge and agree that although Professional Services will be provided under a Professional Services Agreement, such Professional Services and any Work Products created as a result of such Professional Services will be subject to and governed by all applicable provisions of these General Terms and Conditions, including but not limited to Section 4 (License of Software and Third Party Software), Section 13 (Limited Warranty; Warranty Disclaimer) and Section 14 (Limitations of Liability).

6. CUSTOMER'S RESPONSIBILITIES AND OBLIGATIONS

(a) In connection with the relationship established between Customer and Hyland under this Agreement, Customer agrees:

(i) not to permit or authorize any person, legal entity, or other third party to use the Hosting Services provided by Hyland pursuant to this Agreement; and

(ii) to comply with Hyland's Acceptable Use Policy, as in effect from time to time, a copy of the current form of which is attached hereto as Attachment B.

(b) Customer represents that it will not engage or permit others to engage in any acts or omissions relating to any Hosted Solution that (i) constitute or encourage any violation of any applicable law or regulation, including laws or regulations relating to privacy, gambling, obscenity, hacking or computer viruses, (ii) are defamatory or libelous, (iii) infringe the rights of any third party, including, without limitation, any patents, copyrights, trademarks, trade secrets or other intellectual property rights, or (iv) involve the transmission of unsolicited bulk mail messages (i.e., "spamming").

(c) Regardless of any disclosure made by Customer to Hyland of an ultimate destination of any Hosted Solution, Host Web Site, Software, Documentation or Third Party Software included in any Hosted Solution, Customer agrees not to export either directly or indirectly any of the foregoing without first obtaining a license from the United States Government to export or re-export such Hosted Solution, Host Web Site, Software, Documentation or Third Party Software, as may be required, and to comply with United States Government export regulations, as applicable. Customer agrees that it will not export or re-export the Hosted Solution, Host Web Site, Software, Documentation or Third Party Software to a country that is subject to a U.S. embargo (such embargoed countries include, but are not limited to, Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan and Syria) under the U.S. Department of Commerce Export Administration Regulations and U.S. Department of State International Traffic in Arms Regulations. Customer will not export or re-export the Hosted Solution (or any associated documentation) to any prohibited person or entity in violation of U.S. export laws as described above (for more information visit: http://www.bis.doc.gov/complianceandenforcement/liststocheck.htm). Customer shall not use the Hosted Solution (or any associated documentation) for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

(d) Regardless of any disclosure made by Customer to Hyland of an ultimate destination of any Hosted Solution, Host Web Site, Software, Third Party Software or Work Products included in any Hosted Solution, Customer agrees not to export either directly or indirectly any of the foregoing without first obtaining a license from the United States Government to export or re-export such Hosted Solution, Host Web Site, Software, Third Party Software or Work Products, as may be required, and to comply with United States Government export regulations, as applicable.

(e) Customer shall be solely responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Customer to properly access and use any Hosted Solution. Hyland shall have no responsibility or liability under this Agreement for any unavailability or failure of, or nonconformity or defect in, any Hosted Solution that is caused by or related in any manner to any failure of Customer to obtain and maintain all such software, hardware, equipment and relationships.

(f) Customer agrees to use commercially reasonable efforts to maintain at all times on its staff at least one (1) Qualified Employee.

7. OWNERSHIP OF HOSTED SOLUTION COMPONENTS

Hyland and its suppliers retain all rights to any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, used in the provision of the Hosting Services. At no time will Customer have any ownership, property or any other rights in, nor file any lien on, any of the foregoing provided hardware, equipment or software.

8. CONFIDENTIAL INFORMATION

8.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

8.2 Subject to the Customer's obligations under the State of Utah Government Records Access and Management Act, each party agrees that, with respect to the Confidential Information of the other party, during the term of these General Terms and Conditions and for a period of five (5) years thereafter (or in the case of any Confidential Information of a disclosing party that is a "trade secret", during the term of these General Terms and Conditions and for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this Agreement) or disclose to any third party any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 8 committed by any of such party's employees, agents, consultants, contractors or representatives.

9. DETERMINATION OF FEES; INVOICING AND PAYMENT TERMS

(a) FEES, INVOICING AND PAYMENTS.

(1) Determination of Fees and Charges. In connection with the Hosting Services, various fees and charges shall be charged by Hyland to Customer under this Agreement, as follows:

(A) Hosting Fees. The Hosting Fees shall be determined based upon Hyland's retail list prices for the applicable Hosting Services in effect at the time Hyland invoices Customer for such Hosting Fees, except to the extent that the parties mutually agree upon different amounts (including mutual agreement in the case of any Optional Hosting Services for which Hyland does not maintain retail list prices at the time of initial purchase of such Optional Hosting Services by Customer). Customer shall submit a written purchase order to Hyland for the initial purchase of the Hosting Services; provided, however, that, when this Agreement is signed by both parties, Hyland is permitted to treat this Agreement as such written purchase order and this Agreement also shall constitute Hyland's acceptance of such purchase order. In the event of any renewal of the Agreement, or licensing of additional Software or additional Hosting Services under this Agreement, the Hosting Fees will be adjusted in accordance with Hyland's retail list prices in effect at the time Hyland invoices Customer, except to the extent the parties mutually agree in writing upon different prices; in which case a purchase order reflecting such modified pricing would be required to be submitted by Customer and accepted by Hyland.

(B) Professional Services Fees. The parties acknowledge and agree that Professional Services fees shall be determined under and subject to the terms and provisions of the applicable Professional Services Agreement.

(C) Other Fees. If Customer procures and Hyland provides any other services or deliverables in connection with the Hosted Solution that are not covered by the fees and charges described in subparagraph (A) or (B) above, Hyland may charge and Customer shall pay to Hyland the fees or other amounts that the parties mutually agree upon in connection with such other services or deliverables.

(D) Travel and Expenses. The parties acknowledge and agree that out-of-pock travel, meals and lodging expenses and other costs and expenses related to Professional Services are subject to the terms and provisions of the applicable Professional Services Agreement.

(2) Invoicing and Payments.

(A) Hosting Fees. Hyland will invoice Customer for the initial annual Hosting Fees within thirty (30) days of the Effective Date. Thereafter, Hyland will invoice Customer for Hosting Fees prior to the annual renewal term. Hosting Fees related to any add-on Software purchased during the term will be invoiced on a pro-rata basis, based upon the remaining period in the then-current term. All such invoices shall be due and payable in full by Customer to Hyland net thirty (30) days from the date of Customer's receipt of such invoices.

(B) Other Fees. Hyland will invoice Customer for all other fees and charges which may be charged as described in paragraph (a)(1)(C) in accordance with the terms established by Hyland and provided to Customer in writing after Hyland accepts Customer's purchase order for the other services or deliverables that are associated with such other fees or charges. All such invoices shall be due and payable in full by Customer to Hyland net thirty (30) days from the date of Customer's receipt of such invoices.

(3) Certain Remedies for Non-Payment or for Late Payment. At the election of Hyland, exercisable by written notice to Customer, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of any Services under this Agreement or any Professional Services Agreement, and the delivery of any Upgrades and Enhancements of Software, to Customer unless and until such default shall have been cured.

(b) TAXES AND GOVERNMENTAL CHARGES. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on Hyland's income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse Hyland within thirty (30) days after Hyland notifies Customer in writing of such remittance. Customer agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Customer, where such certificates are applicable.

(c) RECEIPT OF INVOICES. All invoices shall be sent electronically by Hyland to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to Hyland. In the event any invoice contains an under billing error which is discovered by Hyland, Hyland may issue a new invoice to correct the error.

(d) U.S. DOLLARS. All fees and charges under this Agreement shall be determined, invoiced and paid in U.S. dollars.

10. TERM AND TERMINATION

(a) TERM. Subject to the early termination provisions of paragraph (b) below, the term of this Agreement will commence on the Effective Date and will expire on the first anniversary of the Effective Date (the "Initial Term"); and such term will be automatically renewed annually for additional terms of one (1) year. Either party may elect to terminate this Agreement by providing ninety (90) days written notice of non-renewal prior to an annual anniversary of the Effective Date.

(b) EARLY TERMINATION. Each party will be entitled to give written notice to the other party of any material breach by such other party or other material failure by such other party to comply with any term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring such other party to cure the breach or non-compliance. If such other party has not cured or commenced the necessary action to cure the breach or non-compliance within fifteen (15) calendar days after receipt of such written notice, this Agreement will automatically and immediately terminate as of the close of business, 5:00PM, US Eastern Time, on such 15th day.

11. CERTAIN EFFECTS OF TERMINATION

(a) PAYMENTS. Notwithstanding any termination or non-renewal of this Agreement, Customer will be obligated to pay for all fees and charges accrued or due for any period on or prior to the effective date of termination or expiration of this Agreement. All such payments will be made in accordance with Section 9, which will survive any such termination or non-renewal for these purposes.

(b) CESSATION OF USE. Immediately upon any termination or expiration of this Agreement Customer shall cease any and all uses of the Hosted Solution and Work Products.

(c) SURVIVAL OF OBLIGATIONS. The provisions of this Agreement that by their nature extend beyond the termination or non-renewal of this Agreement, will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and limitations of liability set forth in this Agreement will survive any termination of this Agreement.

12. NO HIGH RISK USE

The Hosted Solution is not fault-tolerant. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Hosted Solution in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Food, Drug and Cosmetic Act. Customer agrees not to use, distribute or sublicense the use of the Hosted Solution in, or in connection with, any High Risk Use."

13. LIMITED WARRANTY; WARRANTY DISCLAIMER

(a) For a period of sixty (60) days after the date the Hosted Solution is first made available for use by Customer, Hyland warrants to Customer that the Software included in such Hosted Solution, when properly used, will operate substantially in accordance with the Documentation. Customer's sole and exclusive remedy for a non-conformity of the Software to this express limited warranty shall be as follows: Provided that, within the 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Software, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the non-conforming Software is not commercially practicable, then terminate this Agreement with respect to the non-conforming Software, in which event the Hosting Fees will be adjusted appropriately as a result of the removal of such non-conforming Software. The terms of this limited warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by Customer or a third party or (2) misused or abused. Hyland does not warrant that the functions contained in the Software will meet Customer's requirements or that the operation of the Software will be uninterrupted or error free.

(b) For a period of sixty (60) days from and including the date that Hyland has delivered a completed Work Product to Customer, Hyland warrants to Customer that such Work Product, when properly installed and properly used, will operate substantially in accordance with the Documentation. Customer's sole and exclusive remedy for a non-conformity of the Work Products to this express limited warranty shall be as follows: Provided that, within the 60-day period, Customer notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Work Product, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the non-conforming Work Product is not commercially practicable, then terminate this Agreement with respect to the non-conforming Work Product, in which event upon compliance with Customer with its obligations under Section 5 of this Agreement, Hyland will refund the Professional Services fees paid prior to the time of such termination with respect to the creation and implementation of such Work Product. The terms of this limited warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by Customer or a third party or (2) misused or abused.

(c) For a period of sixty (60) days from the date of completion of Professional Services, Hyland warrants to Customer that such Professional Services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred to above, Customer notifies Hyland in writing of any non-conformity of such Services to the foregoing limited warranty, Hyland's sole obligation, and Customer's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the non-conforming Professional Services in an attempt to correct the non-conformity(ies). If Hyland is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be to terminate the Professional Services Agreement under which the non-conforming Services have been performed, in which event Hyland will refund to Customer any portion of the Professional Services fees under such Professional Services Agreement relating directly to such non-conforming Professional Services paid prior to the time of such termination. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

(d) Customer represents and warrants that: (a) it is the legal custodian of the Customer Data and it has the right and authority to provide Hyland with all Customer Data and other materials required hereunder; (b) it will use reasonable efforts to ensure that any Customer Data submitted to Hyland via electronic media will be free of viruses; and (c) anyone submitting Customer Data to Hyland for use in connection with the Services or Professional Services has legal authority to do so, either through ownership of the Customer Data or by obtaining appropriate authorizations therefore, and that submission of Customer Data does not violate any contracts, agreements, or any applicable law. Customer is responsible for all Customer Data that is submitted to Hyland for use in connection with the Services or Professional Services. Any unauthorized posting or submitting of third party copyrighted, trademarked, or other legally protected materials is prohibited and may (at the discretion of Hyland) result in a termination or suspension of access.

(e) EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN SECTION 13 OF THESE GENERAL TERMS AND CONDITIONS, HYLAND AND ITS SUPPLIERS MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE HOSTED SOLUTION (INCLUDING ANY HARDWARE OR SOFTWARE) OR ANY HOSTING SERVICES OR WORK PRODUCTS PROVIDED OR MADE AVAILABLE FOR USE BY HYLAND TO CUSTOMER UNDER THIS AGREEMENT; AND HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, WARRANTIES AGAINST INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

14. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL HYLAND'S LIABILITY EXCEED THE AMOUNT OF THE FEES AND CHARGES ACTUALLY PAID BY CUSTOMER TO HYLAND AS DESCRIBED IN THIS AGREEMENT WITH RESPECT TO THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR OTHER PECUNIARY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY USE OR INABILITY TO USE THE HOSTED SOLUTION, HOSTING SERVICES OR WORK PRODUCTS, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. HYLAND AND ITS DIRECT AND INDIRECT SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION OR THE COST OF RECOVERING SUCH DATA OR INFORMATION (EXCEPT TO THE EXTENT PROVIDED IN SECTION 2(d)), THE COST OF SUBSTITUTE SOFTWARE, WORK PRODUCTS, HARDWARE OR SERVICES, OR CLAIMS BY THIRD PARTIES. ADDITIONALLY, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND, BE LIABLE FOR ANY DIRECT DAMAGES.

15. FORCE MAJEURE

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 15 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 15 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

16. GOVERNING LAW; JURISDICTION

This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio (and not by the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Park City, Utah.

17. NOTICES

Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) reputable, national or international overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) electronic transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

18. GENERAL PROVISIONS

(a) INTERPRETATION. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(b) WAIVER. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(c) INTEGRATION. This Agreement, including any and all attachments, exhibits, schedules and separate written agreements related to any Hosted Solution and referred to herein or therein, and the Process Manual set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(d) BINDING AGREEMENT AND ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Hyland may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Customer may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Hyland. Any change in control of Customer resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this paragraph (d) shall be null and void and of no force or effect.

(e) SEVERABILITY. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(f) INJUNCTIVE RELIEF. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Hyland's protection and, accordingly, Hyland shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

(g) U.S. GOVERNMENT END USERS. The terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software or the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return the Software and Work Products to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

(h) THIRD PARTIES. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this Agreement as it applies to their respective software products.

ATTACHMENT B
TO
HOSTING AGREEMENT

ACCEPTABLE USE POLICY FOR HOSTING

I. INTRODUCTION:

This Acceptable Use Policy (this "AUP") applies to all persons and entities (collectively referred to herein as "User") who use the services and software products provided by Hyland Software, Inc. ("Hyland") in connection with Hyland's hosting of one or more hosted solutions (collectively referred to herein as "Hosted Solutions"). This AUP is designed to protect the security, integrity, reliability and privacy of Hyland's network and the Hosted Solutions Hyland hosts for its hosting customers.

User's use of the Hosted Solution constitutes User's acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland's posting of the modification or revised AUP on Hyland's website: https://www.hyland.com/community.

II. USER OBLIGATIONS:

A. User is responsible for any misuse of a Hosted Solution. Therefore, User must take all reasonable precautions to protect access and use of any Hosted Solution that it uses.

B. User shall not use a Hosted Solution in any manner in violation of applicable law including, but not limited to, by:

(i) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(ii) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(iii) Displaying, transmitting, storing or making available child pornography materials;

(iv) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(v) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity, or otherwise violates the privacy or personal rights of any person;

(vi) Displaying or transmitting obscene, threatening, abusive or harassing messages; or

(vii) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

C. User shall not use a Hosted Solution to engage in any of the following:

(i) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(ii) Interfering with Hyland's network or the use and enjoyment of Hosted Solutions received by other authorized Users;

(iii) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(iv) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;

(v) Violating personal privacy rights, except as permitted by law;

(vi) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(vii) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

III. ENFORCEMENT:

If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hosted Solution that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

IV. NOTICE:

Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the hosting of Hosted Solutions; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the hosting of Hosted Solutions in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (1) that it may be exposed to sanction, civil liability or prosecution; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's customer's use of Hyland services or software products; or (3) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's customers or their respective employees. In other situations, Hyland will use commercially reasonable efforts to provide User with at least seven (7) calendar days notice before suspending the hosting of Hosted Solutions. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to such Hosted Solutions.

V. DISCLAIMER:

Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hosted Solution. By using a Hosted Solution, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hosted Solution by User and any liability for any other third party's violation of this AUP or applicable law.

VI. INDEMNIFICATION:

User agrees to indemnify Hyland from and against all liabilities, obligations, losses and damages, plus costs and expenses, including reasonable attorney's fees, arising out of any claim, damage, loss, liability, suit or action brought against Hyland by a third party as a result of the conduct of User that violates this AUP.

VII. WAIVER:

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

VIII. QUESTIONS:

If you are unsure of whether any contemplated use or action is permitted, please contact Hyland, at 440-788-5000.

ATTACHMENT C
TO
HOSTING AGREEMENT

QUALIFIED EMPLOYEE REQUIREMENTS

"Qualified Employee" means an employee of Customer that fulfills the following knowledge and reporting requirements in connection with any communication to Hyland for Maintenance and Support:

(a) is at the computer where the Error or problem that is being reported occurred or has viewed captured screen shots of all error messages appearing on the computer where the Error or problem that is being reported occurred;

(b) knows and reports the version of the Supported Software that Customer is using;

(c) knows and reports any hardware interacting with or impacting the efficiency or effectiveness of the Supported Software;

(d) knows and reports any Third Party Software interacting with or impacting the efficiency or effectiveness of the Supported Software;

(e) knows and reports any recent changes to any hardware or Third Party Software described in clause (c) and (d) above;

(f) knows and reports the wording of any "error messages" or other messages that appeared on the computer screen; and

(g) knows and reports what happened, step-by-step, when the Error or problem occurred and any steps completed to attempt to rectify the Error or problem.

City Council
Staff Report

Author: Matthew Twombly
Subject: Main Street Improvements - construction manager at risk (CMAR) contract Amendment 1
Date: August 8, 2013
Type of Item: Administrative - Award of Contract & Project Update

Sustainability

Summary Recommendation –
Staff requests authorization to continue with the Main Street Improvements Project and authorize the City Manager to enter into an Amendment #1 to the construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. for the Guaranteed Maximum Price (GMP) of One Million Five Hundred Ninety Three Thousand Five Hundred Forty Three Dollars. **($1,593,543).**

Topic: 2013 Main Street Improvement Project – Main Street 4th – 5th Street, 5th Street to Claimjumper, Café Terigo Plaza, and 7th Street projects.

Background:
On February 28, 2013 staff requested Council look at alternatives for the paving of the sidewalks on Main Street, additional storm drainage, Terigo Plaza snow-melt and levels of service. Council directed staff to proceed with the design team recommended 60% granite paving over the originally estimated 20% granite paving. The result will be a net increase of approximately $500,000 for the entire Main Street projects estimate. Council was not supportive of installing snow melt at the Terigo Plaza, but supportive of additional maintenance and improvements such as a kiosk and furnishings in recognition of the HPCA's recommendation to concentrate funding on Plazas and walkways. Council was also supportive of improving the storm drainage on Main Street to help reduce slush at the curb in the winter.

On April 4, 2013 Council authorized a change order to the MGB+A contract to proceed with the design and engineering of the additional granite paving, storm drainage, kiosk, furnishings, lights, Historic District Design Review (HDDR), other design and engineering issues, and additional meetings. Also on April 4, 2013 Council awarded the CMAR contract for pre-construction services to Miller Paving Inc. On May 2, 2013 Council authorized Addendum #1 for the CMAR agreement with Miller Paving Inc. in order to expedite the Main Street Improvement project between 4th and 5th Street on the East side and in front of 501 Main in order to complete these improvements so that the dining decks could be installed. This section was completed in time to install all the decks by Savor the Summit and other punchlist and 5th Street work completed by July 1, 2013.

Miller Paving has been working with the project team to complete the plans and bid package for the next section of Main Street between 5th Street and the Claimjumper on the West side, the Café Terigo Plaza, and the 7th and Main Street intersection. The hope was to award the remainder of the work by the beginning of June so that Miller Paving could continue their work and not lose the crew to another project. The team ran into delays and decided to break up the second and final bid package.

The second Addendum was awarded to Miller Paving on June 27, 2013. This second phase is for the work between 5th Street and the Claimjumper on the West side of Main. The section in front of 501, and section from the driveway at Baranof Jewelers to the Claimjumper bulb-out was completed by July 24th with some punchlist work until July 27th. Work will be stopped between July 28th – August 11th for the Arts Festival and Tour of Utah.

Analysis:
Consistent with State code and PCMC procurement policy Miller Paving received bids and competitive quotes on July 16, 2013 for the subcontracts for the final bid package of the first phase of the Main Street Improvements project. This final package is for the Café Terigo plaza and 7th and Main intersection. The request for bids was advertised in the Park Record on June 8th and 12th, in the Salt Lake Tribune June 7th and 8th, posted on the Utahlegals.com, the City's website and e-notify.

The Amendment #1 GMP includes the four 2013 projects including previously approved Addendums #1 and #2. This includes the general conditions, the cost of the bonds, all the subcontract costs, the Construction Manager's fee of 3% for all the subcontracts, an allowance for hauling hazardous soils and contingency. The estimated budget for all the 2013 Main Street projects is $1,663,621 (See table under Funding Source). The total GMP is $1,593,543.

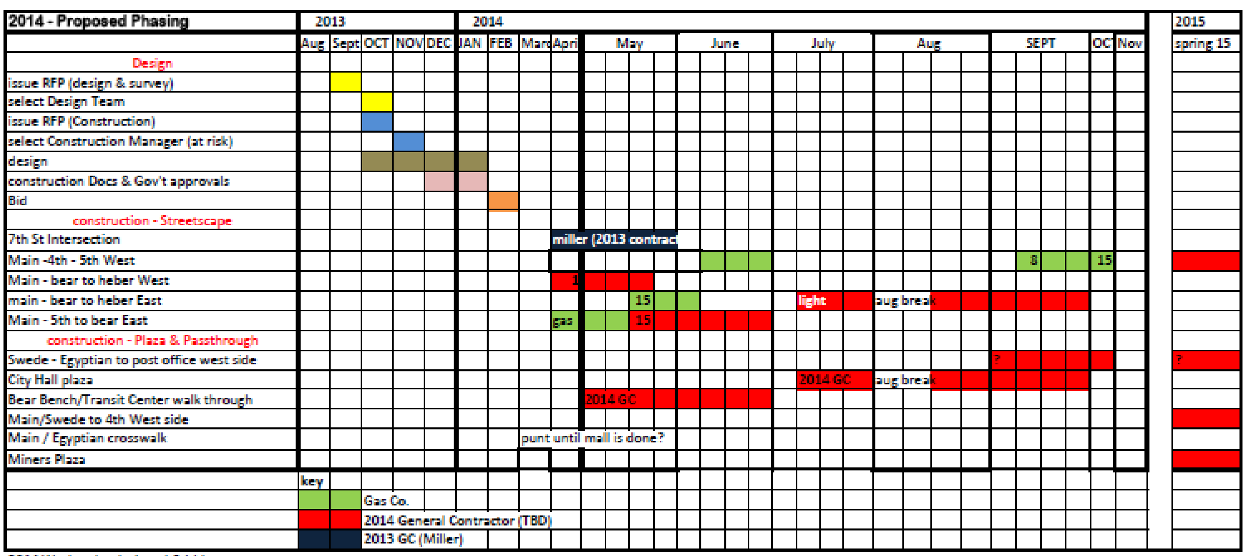
Not included in the GMP are the preconstruction services by Miller Paving of $13,980 and the tipping fees for the disposal of the mine related hazardous soils. This is estimated at about $48,000 for the 2013 projects. There is a total of approximately $135,000 in shared contingency. The contractor is entitled to up to 20% of unused contingency. For Phase 1, 4th – 5th St, there was approximately $3,000 or 10% of the contingency unused. The majority of phase 1 contingency was due to storm drain and utility conflicts. Phase 2 has encountered similar conflicts at the 5th Street intersection. The storm drain costs are from a separate CIP, but the same funding source and part of the overall project budget. All the water meter improvements estimated at $60,000 will be paid by the Water Department.

On August 12th Miller will continue with the improvement project at the Claimjumper bulb-out and on the Café Terigo Plaza with a second crew. Likely after Labor Day when the bulb-out section is complete begin heading South toward 501 Main working in small sections at a time. Both Café Terigo and Main Street sidewalk improvements will continue into October. Due to the construction at 692 Main Street and the Silly market the project team will award the 7th Street project now but not begin construction until early April after 692 is out of the way and before Silly Market begins. In order to hold all the subcontracts and materials until next spring, 3% of the subcontracts and general conditions ($6,700) has been added to the 7th Street Intersection portion of the project and included in the GMP.

The Terigo Plaza work consists of demolition of existing planters, new ADA ramp, new granite steps, handrails, concrete walls and planters, granite curb walls at the Terigo and OC Tanner planters, street lights, canopy lights, stair lights and a kiosk (half electronic, half static). The design team spent a considerable amount of time developing the plans and getting approvals. The granite steps and curb walls have a significantly longer life span than concrete. Staff felt it important to provide a higher level of service in the plaza based on previous direction from Council and recommendations from the HPCA.

The City's Project Team and Community Engagement Liaison (Craig Sanchez) has been meeting with the HPCA and all of the merchants, managers or other representatives for the businesses affected by the improvements. The City will continue to coordinate the construction throughout the project.

In coordination with Questar Gas, the HPCA Infrastructure Committee, and the project team a plan has been developed for next year's improvements. There were additional sections of Main and plazas contemplated for construction next year, but after reviewing the actual work completed to date for 2013 and their impacts, a slightly scaled back 2014 schedule is recommended.



2014 Work to be designed & bid as
all one project so there is one:
survey, Designer, contractor, construction staging
one team, not multiple LA's & contractors

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

Alternatives:

A. **Approve the request, and authorize the City Manager to enter into Amendment #1 to the construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. in the amount of of One Million Five Hundred Ninety Three Thousand Five Hundred Forty Three Dollars ($1,593,543): (Staff recommendation)**

B. Modify the request: Council could choose to modify the project and redo the CMGC selection process, which would delay the project.

C. Deny the request: Council could choose to not continue with the project at this time.

D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.

E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life	- Managed natural resources balancing ecosystem needs	~ Preserved and celebrated history; protected National Historic District	+ Well-maintained assets and infrastructure
	~ Varied and extensive event offerings	~ Enhanced water quality and high customer confidence	+ Shared use of Main Street by locals and visitors	(+/-) (Select Desired Outcome)
	+ Accessibility during peak seasonal times	~ Reduced municipal, business and community carbon footprints	+ Entire population utilizes community amenities	(+/-) (Select Desired Outcome)
	+ Safe community that is walkable and bike-able	~ Economically and environmentally feasible soil disposal	+ Community gathering spaces and places	(+/-) (Select Desired Outcome)
	+ Internationally recognized & respected brand	(+/-) (Select Desired Outcome)	+ Vibrant arts and culture offerings	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Negative	Very Positive	Positive

Comments: Events and accessibility may have temporary negative impacts during construction, but the improvements are positive in the long term. Storm water improvements will have a neutral effect on water quality. The carbon footprint will be neutral even though more resources are used due to the maintenance and lifecycle costs of the materials we are considering for Main Street. The historic side is neutral in that we will celebrate historic sites and provide information, but many may consider the improvements less than desireable as historic.

Funding Source:

There is currently approximately $1,600,000 estimated for the 2013 Main Street Improvement projects out of the $15 M 10 year project budget. The water department will pay their share of project costs. Sustainability, Golf, Public Works, Planning, Engineering, and other City staff resources will be required to complete the project.

Project	**2012 Downtown Enhancement Estimate**	**Adjusted Estimate 60% Granite, Storm Drains, h2o meters…)**	**Contracted - GMP, Vertical Elements, Tipping Fees…**	**Actual Completed to Date**
Main 4th-5th East (Addendum 1)	$187,142	$347,685	$341,367	$338,189
Paving	$187,142	$278,775	$281,340	$261,288
Storm Drain		$28,950	$37,662	$48,676
Water Meters		$39,960	$22,365	$28,225
Main 5th – Bear West (Addendum 2)	$246,260	$448,086	$413,504	
Paving	$246,260	$354,846	$329,907	
Storm Drain		$48,840	$56,579	
Water Meters		$44,400	$27,018	
Terigo Plaza	$236,691	$504,723	$534,797	
Paving	$236,691	$488,497	$523,040	
Storm Drain		$11,826	$11,757	
Water Meters		$4,400	$0	
7th Street	$359,861	$346,655	$303,875	
Paving	$359,861	$311,395	$263,875	
Storm Drain		$28,650	$0	
Water Meters		$6,610	$0	
Vertical Elements		$0	$40,000	
Soil Tipping Fees *	inc. above	inc. above	$46,548	
Refurbish Lights *	inc. above	inc. above	$18,000	
Art*	inc. above	$16,471	$16,471	

*Not included in the Miller GMP

Summary Totals

Downtown Enhancement CIP	$1,029,954	$1,449,985	$1,479,182	$261,288
Storm Drain CIP	0	$118,266	$105,998	$48,676
Water CIP	0	$95,370	$49,383	$28,225
Total	**$1,029,954**	**$1,663,621**	**$1,674,563**	**$338,189**

Staff Recommendations:
Staff requests authorization to continue with the Main Street Improvements Project and authorize the City Manager to enter into Amendment #1to the construction manager at risk (CMAR) contract in a form approved by the City Attorney’s Office with Miller Paving Inc. in the amount of One Million Five Hundred Ninety Three Thousand Five Hundred Forty Three Dollars. ($1,593,543).

City Council Staff Report

Author: Matt Twombly, Sustainability
Subject: PC MARC Outdoor Tennis Courts – Award of Construction Contract
Date: August 8, 2013
Type of Item: Administrative - Award of Contract

Summary Recommendation –
Staff requests authorization to proceed with the PC MARC Outdoor Tennis Renovation Project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parkin Construction in the amount of Six Hundred Fifty Thousand Six Hundred Sixty Three Dollars ($650,663).

Topic: PC MARC Outdoor Tennis Courts award of construction contract.

Background:
The seven outdoor tennis courts at the PC MARC were constructed in the early 1970's when the original Racquet Club was constructed. The courts are asphalt based and can no longer be repaired due to the age of the courts. The City has worked to maintain the courts to the best condition possible by resurfacing the courts every 5 to 7 years and fixing cracks every year. Due to the age of the courts crack repair is no longer effective as the cracks reappear each year.

In September 2008, City Council approved a $547,000 contract with VCBO Architecture for architectural services on the remodel of the Racquet Club and reconstruction of the 7 outdoor tennis courts. The rebuilding of the courts were to be funded by Asset Management and estimated to cost $450,000 at that time. The original plan for the Racquet Club renovation did not include the reconstruction of the tennis building. Due to the cost of the reconstruction of the tennis building, the asset management funds to be used on the exterior courts were incorporated into the total project budget.

The Outdoor Tennis Court Reconstruction project includes the reconstruction of the seven existing courts and the addition of two 36 ft. courts and two pickleball courts. The smaller courts will be used for Under 10 Tennis but also striped for pickleball to allow for expanded programming and playing opportunities. The department will be able to move many of the youth programs to these courts which will free up full size courts for others and adults will be able to play with on the appropriate sized courts.

The new courts will be constructed with a post tensioned concrete slab, just as the indoor courts were constructed. The reconstruction includes an 18" high wall around the three center courts and additional spacing between the center courts and the existing courts to provide snow removal for the bubble.

The smaller additional courts will be built on the southwest and northwest corners of the existing courts. The additional courts and the spacing of the existing courts caused an encroachment into the setback for the zone. The construction of the 10' high tennis fence in the setback requires an administrative conditional use permit. The administrative CUP was approved on August 6, 2012. The existing fence is 12' high.

Analysis:
The invitation to bidders was advertised in the legal notices of the Park Record on July 10th and 13th, and in the Salt Lake Tribune on July 9-10. The invitation was also advertised through the City's website and e-notify. There was one bidder on the project and the bids are as follows:

Bidder	**Base Bid Amount**	**Alternate 1 Lights & Enclosure**
Parkin Construction Co.	$650,663	$97,500

Any firm submitting a bid is required to be certified by the American Sports Builders Association (ASBA) and the Post Tension Institute (PTI), the single bidder submitted proof with the bid. The lowest responsive and responsible bidder was Parkin Construction Co., at **$650,663**. Staff is not recommending Alternate 1 where the budget for the project is $700,000.

Construction is scheduled to begin as soon as possible. The substantial completion to erect the bubble is October 18, 2013. The surfacing can be completed once the bubble is up. The remainders of the courts are to be completed by May 16, 2014.

Department Review: This report has been reviewed by representatives of Sustainability, Legal, Recreation and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. **Approve the request, and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parkin Construction, Co., in the amount of Six Hundred Fifty Thousand Six Hundred Sixty Three Dollars ($650,663): (Staff recommendation)**
B. Modify the request: Council could choose to modify *the* project and re-bid, which would likely delay the schedule of the project.
C. Deny the request: Council could choose to not continue with the project at this time.
D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
E. Do Nothing: Same effect as continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Balance betw een tourism and local quality of life	- Reduced municipal, business and community carbon footprints	+ Community gathering spaces and places	+ Well-maintained assets and infrastructure
	+ Accessible and w orld-class recreational facilities, parks and programs	~ Abundant preserved and publicly-accessible open space	+ Entire population utilizes community amenities	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Negative ⇩	Positive ⇧	Positive ⇧
Comments: Soils are to be kept on site and capped in conformance with the ordinance.				

Funding:
There is currently approximately $700,000 (450,000 in a RAP Tax Grant) in the MARC Outdoor Tennis CIP account. Sustainability and Recreation staff resources will be required to complete the project. The PC MARC courts will not have any significant maintenance impacts.

Staff Recommendations:
Staff requests authorization to proceed with the PC MARC Outdoor Tennis Renovations Project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with Parkin Construction in the amount of Six Hundred Fifty Thousand Six Hundred Sixty Three Dollars ($650,663).

City Council Staff Report

Subject:	**An Ordinance Amending Title 2, Chapter 6, Section 2 of the Municipal Code of Park City, Utah to Change the Employee Transfer and Discharge Board to a Hearing Officer; a Resolution Amending the Employee Policies and Procedures Manual § 6.3 and Incorporating the Administrative Rules of the Employee Transfer and Discharge Appeals Board**
Author:	**Tricia S. Lake, Assistant City Attorney**
Department:	**Legal Department**
Date:	**8/8/13**
Type of Item:	**Legislative, Administrative**

Summary Recommendations:
Adopt the proposed ordinance which would amend Title 2, Chapter 6, Section 2 of the Municipal Code of Park City (MCPC); and adopt the proposed resolution which would amend the Employee Policies and Procedures Manual § 6.3 to comport with the proposed ordinance and incorporate and supersede the current Administrative Rules of the Employee Transfer and Discharge Appeals Board.

Topic/Description:
Amending PCMC's MCPC and the Employee Policies and Procedures Manual, and incorporating the Administrative Rules into the Employee Policies and P rocedures Manual.

Background/Analysis:
Utah Code Ann. § 10-3-1106 requires each municipality in the State of Utah to provide an Appeal Board or a Hearing Officer to hear appeals from employees whom have been discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason. As such, providing a venue for an appeal is statutorily required, analogous to the requirement that municipalities provide a public defender in criminal matters for individuals whom are indigent.

Park City Municipal Code § 2-6-2 currently provides for an Appeal Board consisting of two members of the City Council and three City employees. The Appeal Board is represented by outside counsel during the pendency of an appeal and during the appeal hearing which typically consumes one full day.

Although the statute requiring municipalities to provide a venue for an appeal was enacted in 1977, the first appeal heard in Park City occurred in 2004; since then there have been two appeals and two more are pending. (The appellants in both pending matters have stipulated to having their appeals heard by a hearing officer as opposed to a full board, should the City Council accept staff's recommendation to hire a Hearing Officer). The recency of appeals in Park City is commensurate with other jurisdictions which is evident by recent Court of Appeals decisions. (See *Phillips v. South Jordan City*, 2013 UT App 183, upholding the city appeal board's decision to uphold a patrol officer's termination from the police department because he violated department policy related to emergency vehicle operation; see *Becker v. Sunset City*, 2012 UT App 99, upholding the city appeal board's decision to uphold a patrol officer's termination from the police department because he reported to work under the influence of alcohol; see *Nelson v. Orem City*, 2012 UT App 147, upholding the city appeal board's decision to uphold a police officer's termination from the police department because he violated department policy related to excessive force.)

By moving from an Appeal Board to a legally trained Hearing Officer, an appellant would be afforded the same due process rights as with an Appeal Board while providing the additional benefit of having the appeal heard by a law-trained individual. The efficiency of the appeal would be increased as the Hearing Officer would be able to make legal rulings during the appeal, and draft a decision with findings of fact and conclusions of law subsequent to the appeal. As a result, the need for outside counsel would be eliminated, as would the need to obligate five ETDAB members to a day-long hearing. Thus, the expenditure of resources currently allocated to the appeal process would be greatly reduced.

Staff has reviewed and analyzed the employee transfer and discharge appeal process in other Utah municipalities which use a hearing officer in lieu of an appeal board including Bountiful, Midvale, Eagle Mountain, Heber City, and Herriman. The proposed ordinance is consistent with similar ordinances in these jurisdictions.

The Employee Policies and Procedures Manual § 6.3 and the Administrative Rules of the Employee Transfer and Discharge Appeals Board currently delineate the procedures for filing an appeal with the Appeal Board, and the procedures for conducting the appeal hearing.

Amending the Municipal Code of Park City to provide for a Hearing Officer in lieu of an Appeal Board will necessitate corresponding amendments to the Employee Policies and Procedures Manual § 6.3 and the Administrative Rules of the Employee Transfer and Discharge Appeals Board. Additional procedural amendments include the powers and scope of the hearing officer; the scope of discovery; the application of the Utah Rules of Civil Procedure and the Utah Rules of Evidence; the appeal rights of an appellant in the event the Hearing Officer upholds the discharge; the 2012 amendment to Utah Code Ann. § 10-3-1106 regarding the time frame within which an appeal hearing must be held; and the inclusion of a form for providing a Notice of Appeal Before a Park City Employee Transfer and Discharge Hearing Officer.

Finally, given the existing overlap between the Policies and Procedures Manual and the Administrative Rules, staff recommends incorporating the current Administrative Rules into the Policies and Procedures Manual.

Department Review:
The Deputy City Attorney, City Manager, Human Resources Manager, 2013 ETDAB Chair, and 20 13 P&PM Review Committee have reviewed this report and attached ordinance and resolution.

Alternatives:

A. Approve:
Adopt the ordinance and resolution as proposed. This is the recommended action.

B. Deny:
Denying the request would result in the continuation of substantial resources being utilized whenever an ETDAB hearing is requested by a City employee.

C. Continue the Item:
Continuing the item and providing direction to staff on revisiting the proposed ordinance and resolution is an ac ceptable option, although staff recommends the ordinance and resolution be brought back before the City Council as quickly as possible.

Significant Impacts:
Approving the request would afford appellants the same level of due process rights while reducing the expenditure of resources utilized for the appeal process.

Funding Source:
Funding for the Hearing Officer will come from the same line of the City's RiskManagement Fund from which the ETDAB hearings are currently funded.

Consequences of not taking the recommended action:
PCMC is able to provide the same level of due process rights to an appellant by using a Hearing Officer as opposed to a full ETDAB. Continuing to conduct appeals before the full ETDAB will have no material or adverse impact on an appellant, but the opportunity to create a more efficient and economic process will be lost.

Recommendation:
Adopt the proposed ordinance which would amend Title 2, Chapter 6, Section 2 of the Municipal Code of Park City (MCPC); and a dopt the proposed resolution which would amend the Employee Policies and Procedures Manual § 6.3 to comport with the proposed ordinance and incorporate the Administrative Rules of the Employee Transfer and Discharge Appeals Board.

Attachments:

1) **AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, SECTION 2 OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO CHANGE THE EMPLOYEE TRANSFER DISCHARGE BOARD TO A HEARING OFFICER**

2) **A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND PROCEDURES MANUAL SECTION 6.3 AND INCORPORATING THE ADMINISTRATIVE RULES OF THE EMPLOYEE TRANSFER AND DISCHARGE APPEALS BOARD**

3) **6.3 EMPLOYEE TRANSFER AND DISCHARGE APPEAL RIGHTS AND PROCEDURE WITH APPENDIX A (NOTICE OF APPEAL BEFORE PARK CITY EMPLOYEE TRANSFER AND DISCHARGE HEARING OFFICER)**

Ordinance No.

AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, SECTION 2 OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO CHANGE THE EMPLOYEE TRANSFER AND DISCHARGE BOARD TO A HEARING OFFICER

WHEREAS, Utah Code Ann. § 10-3-1106 requires each municipality in the State of Utah to provide an Appeal Board or a Hearing Officer to hear appeals from employees whom have been discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason; and

WHEREAS, Title 2, Chapter 6, Section 2 of the Municipal Code of Park City currently provides for an Appeal Board consisting of two members of the City Council and three City employees; and

WHEREAS, amending the Municipal Code of Park City to change the Employee Transfer and Discharge Board to a legally trained Hearing Officer will afford an appellant the same due process rights as with an Appeal Board while providing the additional benefit of having the appeal heard by a law-trained individual; and

WHEREAS, the need for outside counsel would be eliminated as would the need to obligate five ETDAB members to a day-long hearing; and

WHEREAS, the expenditure of resources currently allocated to the appeal process would be greatly reduced.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendment. Title 2, Chapter 6, Section 2 of the Municipal Code of Park City is hereby amended as follows:

2-6-2.

(A) EMPLOYEE TRANSFER AND DISCHARGE HEARING OFFICER. In all cases where any employee, except those employees set forth in Utah Code Ann. § 10-3-1105(2), is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason, the employee shall have the right to appeal such action to a Hearing Officer in accordance with Utah Code Ann. §§ 10-3-1105 and 10-3-1106.

(B) APPOINTMENT, QUALIFICATIONS AND DISQUALIFICATION OF HEARING OFFICER. The Hearing Officer shall be a member of the Utah State Bar in good standing, who is appointed by the Mayor, with the advice and consent of the City Council. The Hearing Officer shall serve for a period of one year as set forth in the resolution consenting to the appointment. The Hearing Officer shall have no personal, financial, or other conflict of interest in the matter for which the hearing is being held. The Hearing Officer is subject to disqualification for bias, prejudice, interest, or any other reason for which a judge may be disqualified in a court of law. The policy for disqualification and replacement shall be approved by the Hearing Officer.

Section II. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section III. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of Park City Municipal Corporation conflict with the provisions of this ordinance, this ordinance shall prevail.

Section IV. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED BY THE PARK CITY COUNCIL this _____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
City Recorder

Approved as to form:

/s/ Tricia S. Lake__________
Tricia S. Lake, Assistant City Attorney

Resolution No.

A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND PROCEDURES MANUAL SECTION 6.3 AND INCORPORATING THE ADMINISTRATIVE RULES OF THE EMPLOYEE TRANSFER AND DISCHARGE APPEALS BOARD

WHEREAS, Utah Code Ann. § 10-3-1106 requires each municipality in the State of Utah to provide an Appeal Board or a Hearing Officer to hear appeals from employees whom have been discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason; and

WHEREAS, Title 2, Chapter 6, Section 2 of the Municipal Code of Park City currently provides for an Appeal Board consisting of two members of the City Council and three City employees; and

WHEREAS, it is anticipated that the City Council will adopt an ordinance amending Title 2, Chapter 6, Section 2 of the Municipal Code of Park City to change the Employee Transfer and Discharge Board to a Hearing Officer concurrent with this resolution; and

WHEREAS, the Employee Policies and Procedures Manual § 6.3 currently provides for an Appeal Board requiring an amendment to comport with the proposed ordinance; and

WHEREAS, the Employee Policies and Procedures Manual § 6.3 requires procedural amendments to include the powers and scope of the hearing officer; the scope of discovery; the application of the Utah Rules of Civil Procedure and the Utah Rules of Evidence; the appeal rights of an appellant in the event the Hearing Officer upholds the discharge; the 2012 amendment to Utah Code Ann. § 10-3-1106 regarding the time frame within which an appeal hearing must be held; and the inclusion of a form for providing a Notice of Appeal Before a Park City Employee Transfer and Discharge Hearing Officer; and

WHEREAS, the existing overlap between the Employee Policies and Procedures Manual § 6.3 and the Administrative Rules of the Employee Transfer and Discharge Appeals Board warrants incorporation of the Administrative Rules into the Policies and Procedures Manual.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

1. EMPLOYEE POLICIES AND PROCEDURES. The Employee Policies and Procedures Manual Section 6.3 is hereby amended to comport with the proposed ordinance and hereby incorporates the Administrative Rules of the Employee Transfer and Discharge Appeals Board as set forth by the attached exhibit entitled “6.3

Employee Transfer and Discharge Appeal Rights and Procedure" with Appendix A (Notice of Appeal Before Park City Employee Transfer and Discharge Hearing Officer).

2. EFFECTIVE DATE. This Resolution shall become effective upon adoption by the City Council.

PASSED AND ADOPTED BY THE PARK CITY COUNCIL this _____ day of _____, 2013.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
City Recorder

Approved as to form:

/s/ Tricia S. Lake__________
Tricia S. Lake, Assistant City Attorney

6.3 Employee Transfer and Discharge Appeal Rights and Procedure

a) Except as otherwise provided in Subsection (b) herein, any employee, who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to an Employee Transfer and Discharge Hearing Officer as set forth in Utah Code Ann. Sections 10-3-1105 and 10-3-1106 as amended.

b) Pursuant to Utah Code Ann. Section 10-3-1105(2), the Employee Transfer and Discharge appeal rights provided herein do not apply to: (1) an officer appointed by the Mayor or City Council, which includes the City Manager, the City Attorney, the City Recorder, and the City Treasurer; (2) the Chief of Police; 3) a probationary employee of the municipality; 4) a part-time or contract employee of the municipality; 5) a seasonal employee of the municipality; and 6) a student intern of the municipality. Nothing in Utah Code Ann. Sections 10-3-1105 or 10-3-1106 may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.

c) An employee to which Employee Transfer and Discharge appeal rights apply may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department.

d) Appeals to the Employee Transfer and Discharge Hearing Officer shall be taken by filing a written notice of the appeal (Appendix A) with the City Recorder within ten calendar days of the discharge, suspension without pay, or involuntary transfer.

e) Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence his/her investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

f) The Hearing Officer shall have the power to subpoena witnesses and compel the production of evidence. The scope of the inquiry of the hearing officer shall be limited to determine if the City has proven the facts supporting the allegations made against the employee and that the disciplinary sanction is proportionate to the alleged misconduct and consistent with discipline imposed against other similarly situated employees with appeal rights. Discovery shall be limited to that information which was actually considered in making the decision which is being appealed. The Hearing Officer is not required to follow the Utah Rules of Civil Procedure or the Utah Rules of Evidence.

g) The employee shall be entitled to appear in person and to be represented by counsel (at the expense of the employee), to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Hearing Officer.

h) In the event the Hearing Officer upholds the discharge or transfer, the officer or employee may have thirty days thereafter to file a petition for review with the Court of Appeals. In the event the Hearing Officer does not uphold the discharge or transfer, the case shall be closed and no further proceedings shall be had.

i) The decision of the Hearing Officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held. The Hearing Officer may, in his/her decision, provide that an employee shall receive his salary for the period of time during which he is discharged, or any deficiency in salary for the period he was transferred to a position of less remuneration but not to exceed a 15 day period.

j) In the event that the Hearing Officer does not uphold the discharge, or transfer, the City Recorder shall certify the decision to the employee affected, and also to the head of the department from whose order the appeal was taken. The employee shall be paid his salary, commencing with the next working day following the certification by the City Recorder of the Hearing Officer's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

APPENDIX "A" – NOTICE OF APPEAL BEFORE PARK CITY EMPLOYEE TRANSFER AND DISCHARGE HEARING OFFICER

Name of employee filing appeal: ____

Employee's address: ____

Employee's telephone numbers:
Work: ____
Cell: ____

How should the City contact employee?: ____________________________________

Employee's job title: ____

Department: ____

City work schedule: ____

Decision being appealed:
Brief description of decision (discharge, suspension, demotion):______________
____
____

Date of decision being appealed:____________________________________

Person who took action: ____

Name of employee's attorney (if any): ________________________________

Attorney's address: ____

Attorney's telephone number: ____

Specific statement of issues considered by department head or designee which are being appealed (attach additional pages if necessary): ________________________
____
____

Witnesses who may testify at appeal (attach additional pages if necessary):

Name: ____
Address: ____
Telephone: ____

Attach all documents considered by the department head or designee which you intend to introduce at the hearing.

What action do you want the Hearing Officer to take and why?: ___________________
____
____

What additional discovery do you believe is necessary for the Hearing Officer to properly consider your appeal and why is that discovery necessary?: _______________
____
____

I hereby request a hearing before a Hearing Officer.

___________________________________ ______________________
Employee's Signature Date

____
Date received by City Recorder

____
City Recorder

6.3 Employee Transfer and Discharge Appeal Rights and Procedure~~ETDAB Appeal Rights and Procedure~~

- Except as otherwise provided in Subsection (b) herein, any employee, who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to an Employee Transfer and Discharge Hearing Officer as set forth in Utah Code Ann. Sections 10-3-1105 and 10-3-1106 as amended.~~in cases of involuntary transfer to a position with less remuneration, suspension without pay for more than two days, or discharge, employees shall have the right to appeal to the Employee Transfer and Discharge Appeal Board (ETDAB) as set forth in Utah Code Annotated Sections 10-3-1105 and –1106 as amended.~~

- Pursuant to Utah Code Annotated Section 10-3-1105(2)~~1105~~, the Employee Transfer and Discharge ~~ETDAB~~ appeal rights provided herein do not apply to: (1) an officer appointed by the Mayor or City Council, which includes the City Manager, the City Attorney, the City Recorder, and the City Treasurer; (2) the Chief of Police; 3) a probationary employee of the municipality; 4) a part-time or contract employee of the municipality; 5) a seasonal employee of the municipality; and 6) a student intern of the municipality. Nothing in Utah Code Ann. Sections 10-3-1105 or 10-3-1106 may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.

  ~~Nothing in this section or other sections may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.~~

- An employee to which Employee Transfer and Discharge ~~ETDAB~~ appeal rights apply may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department. ~~Any employee who is discharged, suspended without pay for more than two days, or involuntarily transferred to a position with less remuneration, for any reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to the ETDAB.~~

- Appeals to the Employee Transfer and Discharge Hearing Officer ~~ETDAB~~ shall be taken by filing written notice of the appeal (Appendix A) with the City Recorder within ten calendar days of the discharge, suspension without pay, or involuntary transfer.

- Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence his/her investigation, take and

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Formatted: List Paragraph, No bullets or numbering receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

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- The Hearing Officer shall have the power to subpoena witnesses and compel the production of evidence. The scope of the inquiry of the Hearing Officer shall be limited to determine if the City has proven the facts supporting the allegations made against the employee and that the disciplinary sanction is proportionate to the alleged misconduct and consistent with discipline imposed against other similarly situated employees with appeal rights. Discovery shall be limited to that information which was actually considered in making the decision which is being appealed. The Hearing Officer is not required to follow the Utah Rules of Civil Procedure or the Utah Rules of Evidence.

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- The Employee shall be entitled to appear in person and to be represented by counsel (at the expense of the employee), to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Hearing Officer.

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- In the event the Hearing Officer upholds the discharge or transfer, the officer or employee may have thirty days thereafter to file a petition for review with the Court of Appeals. In the event the Hearing Officer does not uphold the discharge or transfer, the case shall be closed and no further proceedings shall be had.

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- The decision of the Hearing Officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held. The Hearing Officer may, in his/her decision, provide that an employee shall receive his salary for the period of time during which he is discharged, or any deficiency in salary for the period he was transferred to a position of less remuneration but not to exceed a 15 day period.

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- In the event that the Hearing Officer does not uphold the discharge, or transfer, the City Recorder shall certify the decision to the employee affected, and also to the head of the department from whose order the appeal was taken. The employee shall be paid his salary, commencing with the next working day following the certification by the City Recorder of the Hearing Officer's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

~~The ETDAB shall be created by ordinance and consist of five members, three of whom shall be chosen by and from the appointive officers and employees. The other two shall be members of the governing body (City Council). ETDAB's procedure for conducting an appeal and the applicable standard of review shall be prescribed by the City Council pursuant Utah Code Annotated Section 10-3-1106, as amended.~~

~~The Administrative Rules of the Employee Transfer and Discharge Appeals Board (ETDAB) are available in Human Resources. Copies of Utah Code Annotated Sections~~

~~10-3-1105 and – 1106, as amended, are available at the Legal Department.~~