



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 8, 2017**

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, June 8, 2017.

WORK SESSION

12:30 p.m. Board of Adjustment Interviews **PAGE 4**

CLOSED SESSION

12:55 p.m. To Discuss Property, Personnel and Litigation

STUDY SESSION

3:45 p.m. Senior Housing Study Session **PAGE 11**

WORK SESSION

4:45 p.m. Tentative 2017-2018 Budget Presentation: Capital Improvement Projects (CIP), Fee Schedule, Council Compensation **PAGE 24**

5:45 p.m. Strategic Code Enforcement Update **PAGE 75**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Public Art Advisory Board Appointments of Stephanie Bass, Kathy Kahn and David Nicholas to Serve a Three-Year Term Beginning July, 2017 **PAGE 80**
2. Library Board Appointment of Sarah Hall and Reappointment of Chris Cherniak, John Fry, and Margie Schloesser for Three-Year Terms Beginning July, 2017 **PAGE 83**

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports:

- Let's Go Summit Public Information Plan **PAGE 87**
- June 2017 Construction Project Update **PAGE 92**
- May 23, 2017 Coffee with Council Summary **PAGE 98**

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

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with England Construction, LLC. for the King Road Water Service Replacement Project for an Amount Not to Exceed \$34,900 **PAGE 104**
2. Request to Approve a Water Easement, in a Form Approved by the City Attorney, for the Purpose of Constructing and Accessing a Proposed Water Mainline Located on the West Side of Park City Parcel SA-235-1-X, Located at 1450/1460 Park Avenue **PAGE 110**

VI. NEW BUSINESS

1. Request to Authorize the Mayor to Execute the "Exchange Agreement for Real Property [Marsac 100]" with Redus Park City, LLC, in a Form Approved by the City Attorney **PAGE 117**
(A) Public Hearing (B) Action
2. Request to Authorize the Mayor to Execute the "Exchange Agreement for Real Property [Mine Bench]" with Redus Park City, LLC, , in a Form Approved by the City Attorney **PAGE 152**
(A) Public Hearing (B) Action
3. Public Hearing on the Proposed Budget for Fiscal Year 2017-2018 **PAGE 213**
4. Consideration to Approve a Fee Waiver Request for the Peace House, Inc., in the Amount of \$199,410.47 **PAGE 214**
(A) Public Hearing (B) Action
5. Consideration to Approve Ordinance No. 2017-25, an Ordinance Amending Municipal Code Title 4, Licensing, Chapter 3, Peddlers And Solicitors Licensing, Section 9, Convention Sales and Commercial Hospitality **PAGE 289**
(A) Public Hearing (B) Action
6. Consideration to Approve the Fourth of July Celebration Supplemental Plan, a Level Three Special Event, Requested by Park City Municipal Corporation **PAGE 297**
(A) Public Hearing (B) Action

7. Consideration to Approve Special Event City Service Fee Reduction Recommendations for the Fourth of July Celebration in the Amount of \$56,014.05 and Miners Day Celebration in the Amount of \$28,795.00 **PAGE 325**

(A) Public Hearing (B) Action

8. Consideration to Approve Ordinance No. 2017-26, an Ordinance Approving the 243 Daly Avenue Subdivision Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney **PAGE 353**

(A) Public Hearing (B) Action

9. Request to Authorize the City Manager to Execute a Professional Service Agreement, in a Form Approved by the City Attorney, with Downtowner, Inc. to Provide All Electric App Based On-Demand Neighborhood Transit Service in an Amount Not to Exceed \$358,727 **PAGE 366**

(A) Public Hearing (B) Action

10. Consideration to Approve Ordinance No. 2017-27, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2017 – 2018 in Park City, Utah **PAGE 393**

(A) Public Hearing (B) Action

11. Consideration to Approve Resolution 15-2017, a Resolution Amending the Fee Schedule; and Replacing and Repealing Resolution 14-2016 in Its Entirety **PAGE 396**

(A) Public Hearing (B) Action

12. Consideration to Approve the Updated Central Wasatch Commission 2017 Assignment Interlocal Agreement **PAGE 435**

(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 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m.

Posted: See: www.parkcity.org



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

There are three (3) Board of Adjustment (BOA) vacancies available for appointment, two members and an alternate member. One (1) of the vacancies is a holdover from 2016 as the Planning Department advertised the available position and did not receive applications for the vacant position. Existing Board Members Jennifer Franklin and Dave Robinson have requested to be reappointed. Board members are required to be residents of Park City. The Board of Adjustment was created pursuant to the Utah Code with the following authority:

A. The Board of Adjustment shall hear and decide:

- (1) Appeals from zoning decisions applying Title 15, Land Management Code;
- (2) Variances from the terms of the Land Management Code.
- (3) Appeals and call-ups of Final Action by the Planning Commission at the request of the City Council for City Development.
- (4) Appeals of Final Action by the Planning Staff on Historic District Design Review applications when the Historic Preservation Board takes part in the review and Final Action.
- (5) Appeals of Final Action by the Historic Preservation Board on Determination of Significance applications.

B. The Board of Adjustment shall make determinations regarding the modification of Non-Conforming Uses and shall hear appeals on the determination of Non-Conforming or Non-Complying status by the Director of the Planning Department, as provided in Title 15, Chapter 9.

Respectfully:

Louis Rodriguez, Planning Analyst II

Board of Adjustment Interview Schedule

Review of Questions

12:30 PM

Sarah McKennan Hall

12:40 PM

Stefanie Wilson

Board Information

Mary Wintzer	Term: 06/15 – 06/20	Jennifer Franklin	Term: 04/14 – 06/16	Eligible
Hans Fuegi	Term: 04/14 – 06/18	Travis McGhee	Term: 05/14 – 06/17	Vacant
Ruth Gezelius	Term: 09/14 – 07/19	Alt. Dave Robinson	Term: 08/17 – 06/17	Eligible

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- B. The Board of Adjustment shall make determinations regarding the modification of Non-Conforming Uses and shall hear appeals on the determination of Non-Conforming or Non-Complying status by the Director of the Planning Department, as provided in Title 15, Chapter 9.

Each member of the Board of Adjustment shall serve for a term of five (5) years or until his successor is appointed and qualified provided that the term of the members of the first Board so appointed shall be such that the term of one member shall expire each year on June 1. Vacancies shall be filled in the same manner as the original appointment for the balance of the unexpired term.



TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 10 - BOARD OF ADJUSTMENT

Chapter adopted by Ordinance No. 01-17

15-10-1. ESTABLISHMENT OF BOARD.

In order to avail the City of the powers provided in Chapter 9 of Title 10 of the Utah Code (1953, as amended), there is hereby created a Board of Adjustment, which shall consist of five (5) members. There shall also be one non-voting alternate to vote when a regular member is absent. Members shall be appointed by the Mayor with the advice and consent of the City Council. The Council may fix per diem compensation for the members of the Board of Adjustment by resolution, based on necessary and reasonable expenses for meetings actually attended. All members of the Board of Adjustment shall reside within the City limits, and are deemed to have resigned if they move their residence from the City limits.

15-10-2. TERM OF OFFICE.

Each member of the Board of Adjustment shall serve for a term of five (5) years or until his successor is appointed and qualified provided that the term of the members of the first Board so appointed shall be such that

the term of one member shall expire each year on June 1. Vacancies shall be filled in the same manner as the original appointment for the balance of the unexpired term.

(Amended by Ord. No. 09-10)

15-10-3. POWERS AND DUTIES.

(A) The Board of Adjustment shall hear and decide:

- (1) Appeals from zoning decisions applying Title 15, Land Management Code;
- (2) Variances from the terms of the Land Management Code.
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- (4) Appeals of Final Action by the Planning Staff on Historic District Design Review applications when the Historic Preservation Board takes part in the review and Final Action.

PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 10 - Board of Adjustment

(5) Appeals of Final Action by the Historic Preservation Board on Determination of Significance applications.

(B) The Board of Adjustment shall make determinations regarding the modification of Non-Conforming Uses and shall hear appeals on the determination of Non-Conforming or Non-Complying status by the Director of the Planning Department, as provided in Title 15, Chapter 9.

(Amended by Ord. Nos. 06-35, 10-11; 12-37; 15-35)

15-10-4. GROUND FOR REMOVAL.

Any Board member who is absent for two (2) consecutive regularly scheduled meetings, or a total of four (4) regularly scheduled meetings per year may be called before the City Council and asked to resign or be removed for cause by the Mayor, with the advice and consent of City Council. Additionally, the Mayor, with the advice and consent of City Council, may remove any member of the Board of Adjustment for cause if written charges are filed with the Mayor, against the member. The Mayor shall provide the member with a public hearing if the member requests one.

(Amended by Ord. No. 06-35)

15-10-5. ORGANIZATION.

(A) **CHAIR.** The Board of Adjustment shall elect one of its members to serve as Chair for a term of two (2) years at its first

meeting following the date of expiration of terms in June. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely at that meeting.

(B) **QUORUM.** No business shall be conducted unless at least three (3) members of the Board, not counting the alternate, are present.

(Amended by Ord. No. 09-10)

15-10-6. MEETINGS.

Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine.

(A) **WITNESSES.** The Chair of the Board of Adjustment or in his absence, the Chair Pro Tem, may administer oaths and compel the attendance of witnesses at such meetings, and all meetings shall comply with Title 52, Chapter 4, Open and Public Meetings, of the Utah Code, as amended.

(B) **MINUTES.** Written minutes shall be kept of all Board meetings. Such minutes shall include:

(1) The date, time and place of the meeting.

(2) The names of members present and absent.

(3) The substance of all matters proposed, discussed, or decided, and a record, by individual member, of votes taken.

(4) The names of all citizens who appeared and the substance in brief of their testimony.

(5) Any other information that any member requests be entered in the minutes.

The minutes are public records and shall be available within a reasonable time after the meeting.

(Amended by Ord. No. 09-10)

15-10-7. APPEALS.

Also see Section 15-1-18. The Board shall hear and decide appeals from an Applicant or any other Person or entity, including any officer or board of the City, adversely affected by a final decision administering or interpreting the Land Management Code which alleges that there is an error in any order, requirement, decision or determination of the Land Management Code.

The appeal must be made in writing and submitted to the Planning Department within ten (10) days of the decision. The Board may, in conformity with the provisions of the Code, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision, or determination as

ought to be made, and to that end shall have all the powers of the administrative official, board, or commission from whom the appeal is taken. The Person or entity making the appeal has the burden of proving that an error has been made.

A Person may not appeal, and the Board of Adjustment may not consider, any amendments to the Land Management Code, or appeals of Conditional Use permits or Master Planned Developments, which shall be appealed to the City Council, unless specifically requested by the City Council for City Development. Appeals may not be used to waive or modify the terms or requirements of the Land Management Code.

The Board of Adjustment shall review factual matters de novo and it shall determine the correctness of the decision of the land use authority. The scope of review of the Board of Adjustment is limited to issues brought to the land use authority. Appeals shall be heard by the Board of Adjustment within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

(Amended by Ord. Nos. 06-35; 09-10; 10-11; 15-35)

15-10-8. VARIANCE.

(A) Any Person or entity desiring a waiver or modification of the requirements of the Land Management Code as applied to a Parcel or Property that he/she owns, leases, or in which he/she holds some other

PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 10 - Board of Adjustment

beneficial interest may apply to the Board of Adjustment for a variance from the terms of the Land Management Code.

(B) An Application for variance review must be filed with the Planning Department, and the required fee paid in advance. The Application shall state the nature of the hardship and the nature of the variance requested. If the request for a variance is a result of a denial of any Building Permit or Conditional Use approval, the Application shall so state, and all documents on file concerning the matter shall be forwarded to the Board for review as a part of the request. The Applicant or the City may present any information as might be reasonably required by the Board in evaluating the request.

(C) Variances shall be granted only if all of the following conditions are found to exist:

(1) Literal enforcement of the Land Management Code would cause an unreasonable hardship for the Applicant that is not necessary to carry out the general purpose of the Land Management Code;

(2) There are special circumstances attached to the Property that do not generally apply to other Properties in the same zone;

(3) Granting the variance is essential to the enjoyment of a substantial Property right possessed by other Property in the same zone;

(4) The variance will not substantially affect the General Plan and will not be contrary to the public interest; and

(5) The spirit of the Land Management Code is observed and substantial justice done.

(D) (1) In determining whether or not enforcement of the zoning ordinance would cause unreasonable hardship under Subsection 15-10-9(C)(1), the Board of Adjustment may not find an unreasonable hardship unless the alleged hardship is located on or associated with the Property for which the variance is sought and comes from circumstances peculiar to the Property, not from conditions that are general to the neighborhood.

(2) In determining whether or not enforcement of the Land Management Code would cause unreasonable hardship under Subsection 15-10-9(C)(1), the Board of Adjustment may not find an unreasonable hardship if the hardship is self-imposed or economic.

(E) In determining whether or not there are special circumstances attached to the Property under Subsection 15-10-9(C)(2), the Board of Adjustment may find that special circumstances exist only if the special circumstances relate to the hardship complained of and deprive the Property of privileges granted other Properties in the same zone.

The Applicant shall bear the burden of proving that all of the conditions justifying a variance have been met.

(F) Variances run with the land.

(G) The Board of Adjustment and any other body may not grant a Use variance.

(H) In granting a variance, the Board of Adjustment may impose additional requirements on the Applicant that will:

(1) mitigate any harmful affects of the variance; or

(2) serve the purpose of the standard or requirement that is waived or modified.

(Amended by Ord. No. 06-35; 12-37; 15-35)

15-10-9. PERSONS ENTITLED TO APPEAR.

At the hearing on any matter before the Board of Adjustment, any Person aggrieved or interested in the matter may appear in person or through his attorney to testify on the matter. The Applicant shall have the right to respond to testimony offered in opposition to the Application.

15-10-10. DECISION.

Decisions of the Board of Adjustment become effective at the meeting in which the Board adopts written findings of fact, conclusions of law and conditions of

approval, unless a different time is specifically designated by the Board.

15-10-11. VOTE NECESSARY.

The concurring vote of three (3) members of the Board shall be necessary to reverse any order, requirement, or determination of any such administrative official, board, or commission, or to decide in favor of the Applicant.

15-10-12. JUDICIAL REVIEW OF BOARD DECISION.

The City or any Person adversely affected by any decision of the Board of Adjustment may petition the District Court in Summit County for a review of the decision. In the petition, the plaintiff may only allege that the Board of Adjustment decision was arbitrary, capricious, or illegal.

(Amended by Ord. No. 09-10)



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

The General Plan adopted in 2014 identifies the need to explore senior housing as follows:

- Goal 7: Life-cycle Housing: Create a diversity of primary housing opportunities to address the changing needs of residents.
- Objective 7E: Create housing opportunities for the city's aging population (e.g. step-down housing, community housing, cottage style units).
- Community Planning Strategy 7.1 and 7.1.3: Identify sites within primary residential neighborhoods in which one or more of the following can be accommodated.....Smaller residential units to create market rate attainable housing in Park City and/or "step-down" housing options for seniors in the community.
- City Implementation Strategy 7.9: Explore opportunities to create "step-down" housing for empty nesters as well as a progression of housing types that might include assisted living and long term care units. Public Private Partnership (PPP) opportunities should be considered.

In light of a recent request from a group of Park City residents that the City take a greater role in meeting the changing housing needs of aging community members, staff is recommending that City Council utilize a study session to discuss a variety of factors that affect creating policy in this area. Those factors include and may not be limited to:

1. Overview of need: a review of market studies done in 2005 and 2014 that state the need for a senior housing program regionally while understanding the existence of vacancies in existing facilities in Snyderville Basin and Oakley;
2. Units built by the City at Snow Creek Cottages (SCC) with senior amenities were sold to non-aging households due to no senior buyers (one senior lives at SCC in a non-senior unit);
3. Four additional units within upcoming City affordable housing projects can, with City Council approval, be marketed to seniors testing the market for "step-down" housing;
4. A high percentage of seniors utilizing Park City's senior center programs don't live within city limits and a fair number of senior households would not qualify for income-limited housing programs. City Council will need to discuss how to serve seniors who are non-residents as well as those who are above income.

Respectfully:

Rhoda Stauffer, Housing Specialist

City Council Study Session Staff Report



Subject: Senior Housing
Author: Rhoda Stauffer, Community Development
Jonathan Weidenhamer and Kim Clark, Sustainability
Department: Multiple
Date: June 8, 2017
Type of Item: Study Session

Summary Recommendation: Staff is requesting that City Council discuss the need for expanded senior housing and services. The discussion also covers issues of funding for subsidized programs and facilities to serve seniors on limited incomes as well as how to support the development of market cost programs for seniors with means. Where this is a Study Session, no action is requested. Council can, however, provide direction to staff to return in a future work session.

Executive Summary:

The General Plan adopted in 2014 identifies the need to explore senior housing ([linked here](#)) as follows:

- Goal 7: Life-cycle Housing: Create a diversity of primary housing opportunities to address the changing needs of residents.
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4. A high percentage of seniors utilizing Park City’s senior center programs don’t live within city limits and a fair number of senior households would not qualify for income-limited housing programs. City Council will need to discuss how to serve seniors who are non-residents as well as those who are above income.

Acronyms:

ACS	American Community Survey
AMI	Area Median Income
MAG	Mountainland Association of Governments
RDA	Redevelopment Agency
SCC	Snow Creek Cottages

The Problem:

Summit County aging population has come close to doubling in each of the past Census years. Park City has kept pace and it appears from the 2015 American Community Survey (ACS) projections that 2020 will be no different.

	1990	2000	2010	2015*
Park City				
65 to 74 years	105	226	481	741
75 to 84 years	36	47	138	146
85 years and over	7	29	34	5
Total 65 & Older	148	302	653	892
Percent of SC Totals	17%	21%	24%	25%
Summit County				
65 to 74 years	526	993	1,945	2,541
75 to 84 years	315	350	633	839
85 years and over	51	110	190	191
Total 65 & Older	892	1,453	2,768	3,571

*Estimate

Source: US Census

Background:

Over the past 20 years or so, about every three to five years concerned citizens have requested that the City facilitate the development of senior housing. “Senior housing” can mean a number of things to different audiences and for the purposes of this discussion, it will mean a range of housing as follows:

1. Smaller homes for seniors to downsize their households while continuing to live independently referred to as “step down housing” in the General Plan; and
2. Continuum of Care programs or a campus that provides a continuum of services to seniors as they move through various stages in their life cycle (independent living, assisted living, memory care, nursing home and/or hospice).

Definitions:

1. Independent Living: rental properties with central dining facilities, housekeeping services, transportation and social/recreational activities.
2. Assisted Living: rental properties that provide the same level of services as the Independent Living community with the added care of trained employees to assist residents who require assistance with the activities of daily living such as administration of medication, bathing, dressing, eating, etc.
3. Memory Care: same as assisted living, however a memory care wing is locked to prevent residents from wandering.
4. Nursing Home: skilled nursing facilities that are licensed to provide nursing and medical care around the clock.

As a mountain town with harsh winters and high altitude, Park City can be a difficult place to “age-in-place”. However, there are long-time members of the community who want to stay and the lack of a continuum of care facility for persons who can no longer live independently makes it impossible to remain within the city limits. There is one assisted living facility in the Trailside neighborhood, Beehive Homes of Park City. There are additional facilities in Oakley and Heber City. There are 58 assisted living units within Summit County and another 155 assisted living and nursing home units in the Heber Valley.

- Beehive Homes has had steady but moderate demand for their services and is in the planning stages to build a second similar size facility within the Snyderville Basin (16 additional units – or 18 beds). This facility is projected to be open in eighteen months. Their assessment of the market is that it won’t support a larger facility of 30-40 units.
- Elk Meadows has six vacancies in their Oakley assisted living facility and the Executive Director expressed her opinion based on a similar “steady yet moderate” demand on her facility, that additional facilities are not needed.
- Heber Facilities: Abbington (73 units) has no vacancy and has a sizable waiting list and Sante (16 units) is at 60% occupancy and the director indicated their belief that the market is saturated and no more assisted living facilities should be built. The Rocky Mountain facility is a nursing home and therefore not as directly applicable to the market for assisted living.

Assisted Living (Continuum of Care campus):

Two market studies have been done regarding the need for additional assisted living units and/or a continuum of care campus.

- Assisted Living Needs Assessment, Gill Blonsley, presented to Council on December 8, 2005 ([linked here](#)). This study resulted in a recommendation that staff incorporate opportunities for senior housing into their planning with the understanding that development of an assisted living facility be done by a private for or not-for-profit entity. Findings in the study did not recommend that the City be the developer.
- Assisted Living Supply and Demand Analysis by Jorgensen Appraisal completed in October of 2014 ([linked here](#)). This study establishes that the market for assisted living or senior housing developed in Park City would be the entire

region. The population within the city limits of Park City is not sufficient to provide a viable market therefore the assumption is made that any senior housing or continuum of care campus would be regional in focus. Though the vacancy rate was high in existing facilities when Jorgensen completed the study in 2014, it was attributed to the fact that two of the facilities had recently opened their doors. Based on population and industry standards for likely needs, the recommendation by Jorgensen Appraisal is that an 80 unit facility be constructed in the region.

In addition, a survey of seniors conducted in 2009 established a fairly low likelihood that respondents would move to an assisted living facility if it were available. Of the total survey respondents, 20.5% indicated a likely move to assisted living in five to ten years ([Staff report on survey results is linked here.](#)) Staff notes however, that these types of surveys are typically unreliable regarding the true need for facilities and or services. Based on total survey input, at that time staff recommended a regional task force look at the feasibility of a small “continuum of care” type campus that would include independent living, assisted living, nursing home and hospice programs. In subsequent consults with private investors and those with experience in senior care facilities, staff was informed that it is not feasible to build a facility of less than 150 beds.

Separate from the above work, a task force was formed by a wide-ranging group of stakeholders in March of 2014 and worked for more than a year on the issue (staff notes attached as Exhibit A). The group was first led by Jo Scott and then by Ray Freer and sought land appropriate for development. Meetings were held with Summit County as well as City representatives but in the end the group was unsuccessful in identifying a viable option for land on which to build a facility.

Independent Living – “step-down” housing:

Park City Municipal Corporation began including senior housing units in plans when the Snow Creek Cottages were under development beginning in 2007. Two units were built with ADA amenities, one as an ADA Type A unit which included adaptation for wheelchairs and the second was ADA Type B unit included structural re-enforcements to allow for future adaptation to a Type A unit. Both units included elevators. Although a number of seniors applied and participated in the lottery, only one senior decided to buy and purchased a non-ADA unit.

Current affordable housing under construction and in development will also include four units for targeted sales to seniors:

- The two historic homes at 1450-1460 Park Avenue will remain as one-story homes with adaptability for an ADA Type B unit and can be marketed exclusively to seniors.
- At Woodside Park Phase I, two additional homes will remain as one story and can also be marketed to down-sizing seniors.

One of the issues that will arise is income and net-worth limits for the City’s affordable units. There are some seniors who will certainly qualify, however a vast majority of

seniors who want to remain in Park City wouldn't qualify based on income and net-worth. The RDA resources set aside for the development of affordable housing are regulated by Utah State law which requires that the housing be affordable in accordance with the jurisdiction's affordable housing plans. [Park City's 03-17 Housing Resolution \(linked here\)](#) defines affordable as on average sale pricing be no more than 80% of AMI for for-sale units and 45 % of AMI for rental units. Therefore, in order to develop "step-down" housing, alternate resources will need to be identified. This might be an opportunity for a public, private partnership.

Staff is recommending that City Council consider holding a special lottery for the two historic (single story) units at 1450-1460 Park Avenue. These units can be designated for seniors only (age 62 and above as defined by federal aging programs). Qualified seniors could apply to be in this targeted lottery and if undersubscribed, the homes would be available to the general lottery. Staff recommends we repeat this in the case of two historic homes planned for Woodside Park Phase I.

Senior Services Programing:

In addition to the housing questions brought forth by some seniors, there have been a number of comments received regarding the future activity programming available to the seniors. As mentioned previously, the senior population is growing. Currently, there are 79 Park City senior center members listed in the Mountainland Association of Government's (MAG) database. Of the 79 active participants, 24 live within the city limits (noted by the 84060 zip code). It should also be noted that there is interest in participating in organized activities from the aging community outside of the senior center membership.

City staff has been coordinating with the members of the senior center as well as with seniors that do not currently attend the center regarding the senior programming of the new community center to be located in City Park. There have been a number of ideas for additional programming such as additional exercise classes, arts and crafts, social hours, additional outings, and technology assistance. Thoughts have also been expressed to keeping the center similar to what it is today. Some seniors have voiced concerns regarding staffing of the community center if the senior amenities were offered more than 2 times per week. With the diverse comments we have received, we will be working with the architect of the community center to allow for the programming that is currently in place and that has consistently been requested, in addition to identifying the opportunity to implement additional programming that is popular to the senior community as a whole.

In addition to discussing the future community center, we have also been having discussions with the group regarding an interim location at the Park City Library. The seniors have some concerns but are aware this is necessary to move forward to build the housing on the site where they are currently located.

In order to understand the activities that are currently offered and how the programming may grow, we have coordinated with Summit County and directors of the Park City

Library and Park City Recreation Center to outline the programs that are currently available, the programs to be in place in the interim location, and ultimately the programming for the future community center. There are concerns that some members will stop coming to the lunches once they move to the PC library--so much of the discussion was centered on how to keep them interested during this time and show what a campus of activities may look like.

The table below includes a list of the services currently offered to the seniors by Summit County and Park City Municipal Corporation. The table outlines the different programs along with the source of funding.

CURRENT SENIOR PROGRAMMING WITHIN THE PARK CITY LIMITS

Organizer / Owner	Programming	Funding Source
Summit County Senior Programming	Activities and Programs	<i>\$70,000 Summit County Budget (based on 2017 budget) Subsidized by meal contributions and MAG Grant</i>
	Lunch 2X / week	
	Wednesday afternoon movies (every other week)	
	Outings	
	Health Check during Lunch	
	Activities – puzzles, pool, and cards	
	Ensure Program	
	Meals on Wheels	
	Volunteer Transportation	
	Administration	
	Cook - Full Time	
	Kitchen Help - 20 Hours	
	Senior Manager / Support	
	Staff (Secretary)	
	Staff (President, Vice President) Stipend	
	Building Maintenance – utilities and cleaning, and remodeled kitchen with a CDBG grant	
Park City Senior Center	Building support	<i>\$16,000 PCMC Annual Maintenance Costs</i>
	Building Maintenance – major (paint, carpet, etc)	
	Maintenance – Landscape and snow removal	
Recreation Senior Programming	Senior Center Specific Program:	<i>PCMC</i>
	Senior Center Class (2X's / week)	
	Senior programs at the MARC (not senior specific)	<i>Various Subsidies Insurance reimbursed (as applicable) and grants</i>
	Silver Sneakers Program	
	Walk with Ease Program	
	Military Senior Program	
Library Senior	May be of interest to seniors but not senior specific:	<i>Current costs</i>

Programs		Computer Club, 1x a week for an hour	incorporated into current staff time
		Computer 201 and 301, usually 3 week courses for 1 x a week for an hour	
		You Create Hour, 1x a month for an hour	
		National Theatre Live- usually 1 a month does cost for entry, usually \$20 per ticket	
		Park City Writing Center- 2x a month for 3 hours	
	Senior Center Specific Program:		
		Tech Savvy Seniors- 1x a month for an hour	
Volunteer Opportunities (using volunteers to run activities)	Ad Hoc events taking place.		No costs associated with this effort
		Outings	
		Classes / Book Clubs	
		Recreation	

In coordination with the partners and bringing other interested parties into the discussion, it was determined by all that the current programming would stay in place while the seniors are located in the PC Library. To keep the seniors interested in coming for the lunches and participating while at the library, field trips would be organized including trips to the MARC so they are familiar with the recreational services and other various community locations to encourage more engagement in the community. Community members have reached out indicating interest in organizing events for the seniors, including outings and various classes. These classes could be accommodated in the library and could also move to the community center once it is complete. During this time, it was also discussed that performance measures be outlined to clearly identify the programs that are of interest and these programs could be incorporated into the new center.

Once the community center is complete, the seniors will be relocated to the final location with the current programming and will incorporate any additional popular activities

Policy Discussion:

Staff is requesting that City Council discuss the following directions regarding policy for future discussions:

- 1. Would City Council like staff to return to a future City Council meeting to propose how it might be possible to relax income restrictions for the City's housing development programs for seniors who want to participate and down-size to smaller homes to age-in-place? (Staff is recommending a future work session because staff will need to determine how to identify an alternative funding source.)***
- 2. Would City Council like to explore in a future work session potential use of City-owned property to provide land for a private developer to build smaller "step-down" homes for seniors who can afford market units instead of***

using that City-owned property for general affordable housing for which qualified seniors would be eligible?

3. *Is City Council interested in adding the topic of a “Continuum of Care Campus” to the agenda for the current regional housing committee?*

Department Review

This report was reviewed by the Community Development and Sustainability Departments, Budget, the City Attorney and the City Manager.

Funding Source

There is no funding source needed for this item.

Attachments

Exhibit A: Assisted Living Discussions and Analysis, Order of Events

Exhibit A

Assisted Living Discussions and Analysis

December 2014

Order of Events

Rhoda J. Stauffer

Assisted Living Facility Needs Assessment, Gill Blondsley, November 2005

Conclusions – page 3:

- There is high interest in having such a facility in the community;
- Adult day care, social and recreational programs are seen as needed services, both independently and as part of a facility;
- Respondents value the service at, or slightly above current market pricing;
- Overwhelmingly, such a facility should either be owned privately or by a not-for-profit entity, and
- Primary concerns over viability centered on altitude and climate inhibitors.

Community petition submitted to City Council in the Fall of 2008.

Signed by 167 Park City, Snyderville Basin area residents (ages unknown). The petition requested that City Council take some action in the area of an Assisted Living Facility.

Survey of Summit County persons ages 55 and above and resulting Strategic Plan – 2009

Need for affordable or subsidized units was very low and most respondents wanted to Age-in-Place.

Task Force to explore the development of an Assisted Living/Skilled Nursing facility/Campus, March of 2014

Jo Scott requested the assistance of Jack Thomas to organize some discussions about and support for the development of an assisted living/skilled nursing campus in Park City. She requested assistance from Rhoda Stauffer – City Sustainability staff working on Senior Issues – for the same concept. Rhoda invited Jo Scott to join her at the next monthly meeting of the Senior Issues working group. Rhoda also organized a separate meeting with Jo to discuss her dreams of developing a campus to serve seniors aging from independent living, to assisted living/memory assistance, to skilled nursing and finally hospice care. In addition, Rhoda held a focus group of professionals who work with seniors to get their feedback.

A series of meetings with key stakeholders was organized as follows:

1. March 24, 2014 – an initial discussion to outline the issues – at this meeting, the participating group determined that there was more information needed regarding the market or need for such a campus or facility. While there is interest by some PC/SC locals for a facility, traditional developers of such facilities who have done market studies find that they need a larger market to work with. A majority of PC/SC aging population has sufficient means or household assets disqualifying the area for federal subsidy programs. In addition, as is typical in rural areas, many of the aging population are cared for by their extended family.

- May 6, 2014 -- A broader group of stakeholders was invited to participate and at this meeting the group concluded that the next step is to hear from those involved in bringing the IHC hospital to Park City which was perhaps a very similar process. In addition, the entire group was urged to make it a priority to help Broph's Place and Beehive House to fill their slots. Once existing facilities are at capacity, it may be time to explore the development of more locations.
- June 27, 2014 -- Early organizers who brought the Park City Medical Center into being came to share their story and advise the group (Pat Putt, Dr. Wain Allen and Becky Kearns). The take-aways were: The organizing group were all private individuals – not staffed or facilitated by County or City government; the group had access to resources including an initial private gift of \$100,000 that funded a market study; the group included representatives from all parts of the County; they had a clear story to tell (including a clear definition of their dream and vision); and they ran that story/dream/vision through a number of town hall meetings all over the County and focus groups representing all sectors of the County. At the conclusion of this meeting, the following people committed themselves to continue the efforts:
 - Jo Scott agreed to be the initial chair with George Heare as co-chair. Others agreeing to assist were:
 - Paul Wisniewski -- paulwhiz@allwest.net
 - Ellen Silver -- ellen@jfsutah.org
 - Nann Worel -- nann@phcpc.org

A list of people involved in the discussion:

- Park City seniors: Paul Wisniewski, Judy Maedel, Peggy Fletcher, Juli Bertagnole and Jo Reid
- Existing facilities and home health providers: Georgene Heare, Linda Morrison, Eileen Kitner, Nancy Bond, Linda Teteberg, Natalie Yellis-Kraus, Gina Coccimiglio
- City and County: Rhoda Stauffer, Anita Lewis, Carolyn Rose and Heather Nalette
- IHC: Vanessa Laurella
- Senior Facility Planning and Development experts: David Nilsson & Steve Brown
- Other Key Stakeholders: Nann Worel and Ellen Silver
- Professionals for Seniors who participated in the focus group: Tera Nye and Michele Burman of Rocky Mountain Care, Lora Davis of Danville Support Services,

Jo Scott's children requested that she and her husband move home and they left the area...the cause was then led by Ray Freer and Bob Becker. The new leadership sought assistance from City staff to find land that could be donated to the development of a facility – with little success given that the primary market for such a facility was not on limited income and came from other areas of the county rather than within the city limits of Park City.

Assisted Living Supply and Demand Analysis, Park City, Utah Market Area completed by, Jorgensen Appraisal, October, 2014

There is a need based on the Western Summit County demographics (Park City, Snyderville Basin and the route 40/I80 junction) for approximately 80 units. Most developers familiar with Assisted Living/Skilled Nursing campus development stipulate that for a project to be viable, 150 units must be built.



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends adopting the fee schedule according to the redlined version in Exhibit A. Staff recommends adopting the Council Compensation with a 2% increase to salaries. Staff recommends that Council review the presented budget information and provide staff with any desired changes or input in preparation for the adoption of the budget on June 15th.

Respectfully:

Kory Kersavage, Budget Analyst



City Council Staff Report

Subject: City Manager's Recommended Budget
Authors: Nate Rockwood, Jed Briggs & Kory Kersavage
Department: Budget, Debt, & Grants
Date: June 8, 2017
Type of Item: Informational/Legislative

Executive Summary:

Staff recommends adopting the fee schedule according to the redlined version in Exhibit A. Staff recommends adopting the Council Compensation with a 2% increase to salaries. Staff recommends that Council review the presented budget information and provide staff with any desired changes or input in preparation for the adoption of the budget on June 15th.

Background:

Acronyms

BFO – Budgeting for Outcomes

FY- Fiscal Year

CIP – Capital Improvement Plan

RDA – Redevelopment Authority

FIAR - Financial Impact Assessment Report

URS – Utah Retirement System

LOS – Level of Service

TIF – Tax Increment Financing

LPA – Lower Park Avenue

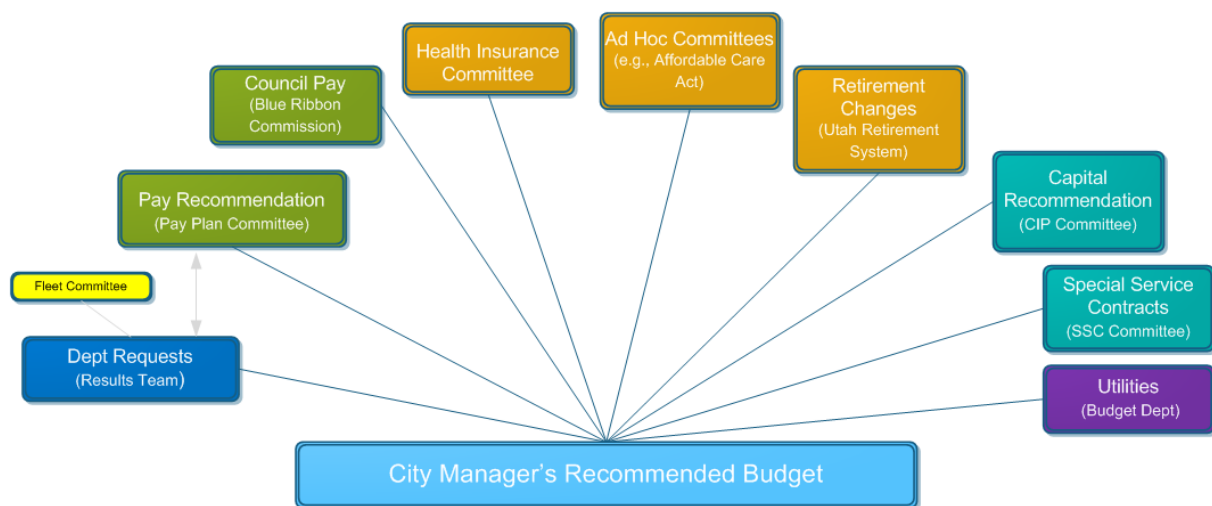
Background:

This budget season will be the second year of the budget biennium. Between now and June 15 we will be working on adjusting the FY 2017 Budget (July 2016 – June 2017) as well as developing the FY 2018 Budget (July 2017 – June 2018) and the 5-year Capital Improvement Plan (CIP).

The City Manager's Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat in February, as well as Council input received during work sessions and study sessions throughout the year. During a Council work session in March, Council was presented with the Financial Impact Assessment Report (FIAR) projection of the City's expenditures and revenues over the next ten years. In essence, the FY18 budget has to fit within the confines of the FIAR's projected expenditure increases (based off of a 10-year historical analysis of an average annual increase of Park City's expenditures), approved by Council. The funding level recommendation has to account for what could be considered inflationary increases like Pay Plan, health insurance, and retirement as well as more discretionary increases such as departmental requests and CIP enhancement.

Below are the City's Long-Term Budget Strategies for crafting the City Manager's Recommended Budget:

1. Budget draws upon Council input from Council Retreat and FIAR projections as a guide
 - Priority-driven operating budget based upon Council's Critical and Top Priorities, goals, objectives, and desired outcomes
2. Two-year budget process with fewer budget requests coming in the "off-year" (This year, FY 18 is an "off-year" for the budget)
 - Second-year budget requests that will be considered are ones that
 - i. will come with revenue offsets;
 - ii. are accompanied by expense reductions, or that;
 - iii. are required by law; or
 - iv. are necessitated by market/environment changes that happened since the last budget adoption (since the adoption of the FY17 budget, in this case)
3. The budget proposal is initially developed by several budget committees made up of cross-departmental staff:
 - Committees include Results Team as well as CIP, Pay Plan, Benefit, and Fleet committees and any other ad hoc committees needed for unique circumstances
 - Results Team will make recommendations by considering BFO score, department manager's request, established need, available resources, and performance measures
4. All operating and capital budget requests should be considered during the budget process
5. Any General Fund budget surplus should be used for capital projects



Utah State law requires that the City Manager present to Council a balanced budget at

the first regularly scheduled Council meeting in May. A balanced budget is defined by Utah Code: —The total of the anticipated revenues shall equal the total of appropriated expenditures. The proposed budget must be available for public inspection during normal business hours after it has been filed with the City Council. Per state code a tentative budget must be submitted to city council on or before the first scheduled meeting in May. The council then adopts the tentative budget and then begins to make it its own by modifying and amending it. Between the first City Council meeting in May and the presentation of the Final Budget on June 16, the Council has the opportunity to review the proposed budget, consider public comment, and finally, adopt a balanced budget. Before June 22 the Council must adopt either a tentative budget if the certified tax rate is to be exceeded (tax increase) or a final budget and proposed tax rate (no tax increase). If there is a property tax increase, the Council holds an additional public hearing before adopting the budget in August.

ID	Task Name	Start/Ongoing	Finish	Duration	2017												2018
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	Council Retreat	2/9/2017	2/13/2017	3d													
2	Results Team deliberation	3/1/2017	3/30/2017	22d													
3	Quarterly Goal Update (Q3.FY16)	4/3/2017	4/17/2017	11d													
4	Council Budget Hearings	5/8/2017	6/16/2017	30d													
5	Quarterly Goal Update (Q4.FY16)	7/3/2017	7/17/2017	11d													
6	Business Plan FY16 Update	7/3/2017	9/1/2017	45d													
7	Biennial Plan FY17 & 18 Revision	7/3/2017	9/1/2017	45d													
8	Quarterly Goal Update (Q1.FY17)	10/3/2017	10/17/2017	11d													
9	BFO Departmental Submission	11/24/2017	12/21/2017	20d													
10	Biennial Plan FY17-18 Off-year Update	12/18/2017	1/17/2018	23d													
11	Quarterly Goal Update (Q2.FY17)	1/2/2018	1/16/2018	11d													

The high level timeline for the strategic planning and budget process was provided to City Council during their annual retreat and is as follows:

The timelines and process for the budget hearings is detailed below:

May 11 – Presentation and adoption of the Tentative Budget, Budget Overview & Timeline, Update of Financial Impact Assessment Report (FIAR), Benefits (pay plan & health insurance) as well as CIP & RDA budgets. Presentation and adoption of the Tentative Budget.

May 25 – Operating Expenditures - Biennial Plan Team Presentations and Fee Changes

June 8 –City Fee Resolution, Council Compensation, Budget Policies, and Outstanding Budget Issues

June 15 – Presentation & Adoption of Final Budget (if no property tax increase – staff is not recommending a property tax increase), Adoption of Provisional Budget (if property tax will be increased)

Analysis:

Mental Health

On May 25 Council gave direction to staff to create a budget of \$60k in FY18 to contribute to the funding of mental health initiatives at Summit County. Last calendar year, Summit County created a new position called the Mental Health and Substance Abuse Coordinator contracted for a 12-month period. Rich Bullough, Summit County's Director of Health Officer, would like to make this a permanent, benefited position and a \$60k contribution would help make that a reality. This position is the hub of the community-wide efforts to improve services and outcomes and is critical for the partnership-building, coordinating, planning, and implementation of programs and services. Also, the position will drive sustainability efforts through grant funding and further community-based contributions. Ultimately, outcomes will be improved through the focused efforts of this position. The overall name of this community-wide effort is the Summit County Mental Wellness Alliance.

Per Council direction staff will create a budget line-item of \$60k to help in these efforts. Before any money is contributed, however, a contract or MOU will need to be created that details exactly what it is the City is paying for. This cannot be a special service contract because it is money contributed to another government entity, however, we can tailor the contract to mimic a special service contract with performance measures and desired outcomes. Council has already approved \$15k in contributing toward the mental health efforts at the County this fiscal year without any performance measures or desired outcomes. Finally, since the County only approved a 12-month contract, the City could divide out the payment into two pay outs, protecting the City if the County decided not to continue to fund the position.

Council and Statutory Officer Compensation

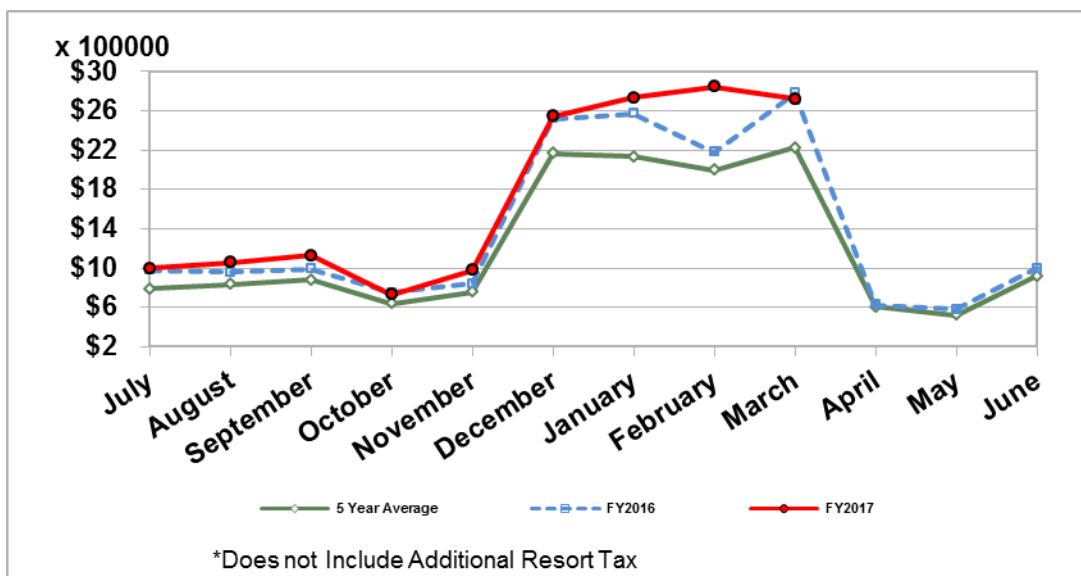
It is recommended that Council adopt an increase of 2% for Council and Statutory Officer Compensation. The result of the 2% increase in compensation is reflected in the following Council and Statutory Officer positions below:

Mayor	\$3,706.43	per	month
	(\$44,477.16/year_)		
City Council	\$1,914.63	per	month
	(\$22,975.56/year)		
City Manager	\$109,136 - \$159,901 per year		
City Attorney	\$102,983 - \$153,108 per year		
City Treasurer	\$82,542 - \$121,653 per year		
City Engineer	\$82,542 - \$121,653 per year		
City Recorder	\$52,529 - \$77,490 per year		

Revenue Update

On March 30, the budget department presented the 2017 Financial Impact Assessment Report (FIAR). This FIAR report is organized to forecast revenues and operating, capital, and debt service expenses for the General Fund. The information contained in the report is intended to inform decision makers in the budget process by illustrating the potential impacts of current financial decisions on the financial health of the City in both the near and distant future. The figures presented in the FIAR help set the funding limits for both the operating and capital budget process as related to the general fund and general fund capital transfer.

The FIAR projected a 7 percent growth in sales revenue across all sales tax types and across all funds in which sales tax revenue is received. The tentative budget has been prepared based on this revenue amount. Sales tax revenue reporting from month to month has been somewhat erratic over the last 3 years when compared to historical reporting patterns. Sales revenue returns can be difficult to predict during the budget process which starts in December. Sales revenue is reported on a two-month lag from the State Tax Commission, therefore critical winter season returns are not fully realized until the end of May, just two weeks before the final budget is adopted. The following graph details the year-to-date sales tax collection across all funds and sales tax types for the current fiscal year (for 5-year comparison purposes, the graph does not include the Additional Communities Resort Tax, which was first collected in April 2013):



Year to date sales tax collection amounts to a 7.8 percent increase over last year's actuals, and 0.8 percent collection over the budgeted revenue forecasted in the FIAR.

5-Year Capital Improvement Plan

The 5-year Capital Improvement Plan was presented to City Council on May 11. Budget staff anticipated returning to Council with updates to specific projects based on new revenue forecasts, cost estimates and scope adjustments associated with specific projects. However, based on the current revenue forecast, staff is recommending no changes to the CIP budget originally presented on May 11.

If sales tax revenue remains at approximately 0.8 percent over the FY 2017 budget, it is anticipated that the Additional Resort Community Tax would see an additional \$170,000 by the end of the fiscal year. This would translate into approximately \$1.3 million in additional debt capacity to the issuance of a 15-year bond (following the recommendation not to leverage more than 65 percent of the sales tax revenue as debt).

Staff recommends City Council reserve allocation of additional revenue and the corresponding debt capacity in the Capital Improvement Fund (031) associated with the Additional Resort Communities Tax, until the projects funded through the tax are finalized in terms of scope, cost estimates and project timing. Projects funded through the Additional Resort Communities tax which are currently being evaluated include the Brew Pub Plaza, Main Street Sidewalks and Plazas, and Open Space Acquisitions.

Water Projects

The 5-year water CIP budget can generally be categorized into the repayment of debt from the Rockport Importation and Treatment, ongoing replacement of existing water infrastructure, and water quality projects. Significant replacement projects include replacement of the Empire Water Tank which was converted to a raw water tank when Judge Tunnel was taken out of service in 2013; replacement of the Park Avenue water line; and replacement of several lines along Highway 248. Significant water quality projects include the upgrade of the Quinns WTP for manganese and total organic carbon removal; construction of the Creekside WTP which replaces the existing Divide and Park Meadows Wells facilities and adds filtration to the Park Meadows Well; and planning, design, and construction of the proposed MIW Treatment project for future Judge and Spiro water treatment.

The following table details the recommended water projects in the 5-year CIP:

Total Water Fund Projects in CIP (including Carry Forward)						
Project	2017	2018	2019	2020	2021	2022
000471 Adobe Acrobat Software Standardization	-	1,000	-	-	-	-
000473 Core Fabric Extender	-	1,000	-	-	-	-
000474 Timekeeping Software Upgrade	-	4,000	-	-	-	-
000475 Mobile Management Server	-	13,000	-	-	-	-
000476 Windows 10 Client Licenses	-	5,500	-	-	-	-
000483 JSSD Interconnection Improvements	-	800,000	800,000	-	-	-
CP0007 Tunnel Maintenance	693,904	247,756	252,711	261,511	268,049	274,750
CP0010 Water Department Service Equipment	334,680	90,000	80,000	80,000	80,000	80,000
CP0026 Motor Change-out and Rebuild Program	106,076	30,731	31,807	32,602	33,417	36,759
CP0040 Water Dept Infrastructure Improvement	2,352,810	900,000	900,000	900,000	945,000	992,250
CP0069 Judge Water Treatment Improvements	286,765	-	-	-	-	-
CP0070 Meter Reading Upgrade	100,547	-	-	-	-	-
CP0075 Equipment Replacement - Computer	39,033	19,932	19,932	19,932	19,932	19,932
CP0081 OTIS Water Pipeline Replacement	2,293,360	233,972	273,688	280,530	300,000	300,000
CP0140 Emergency Power	150,000	-	-	-	-	-
CP0178 Rockport Water, Pipeline, and Storage	2,263,643	1,244,549	1,275,663	1,307,554	1,307,554	1,307,554
CP0181 Spiro Building Maintenance	291,725	113,141	100,000	100,000	100,000	-
CP0239 PC Heights Capacity Upgrade (tank)	1,300,000	-	-	-	-	-
CP0240 Quinn's Water Treatment Plant	26,698	-	-	-	-	-
CP0273 Landscape Water Checks	13,575	6,000	6,000	6,000	6,000	6,000
CP0274 PC Heights Development Infrastructure	464,254	-	-	-	-	-
CP0275 Smart Irrigation Controllers	23,770	10,000	10,000	10,000	10,000	10,000
CP0276 Water Quality Study	535,793	250,000	250,000	-	-	-
CP0277 Rockport Capital Facilities Replacement	353,960	151,146	151,146	151,146	151,146	151,146
CP0286 Ironhorse Electronic Access Control	6,000	-	-	-	-	-
CP0301 Scada and Telemetry System Replacement	301,434	52,500	55,125	57,881	59,618	61,407
CP0303 Empire Tank Replacement	2,072,554	1,750,000	2,000,000	-	-	-
CP0304 Quinn's Water Treatment Plant Asset Repl	848,949	172,253	1,200,000	200,000	210,000	220,500
CP0312 Fleet Management Software	7,038	-	-	-	-	-
CP0330 Spiro/Judge Pre-treatment	199,791	-	-	-	-	-
CP0341 Regional Innterconnect	500,505	-	-	580,000	-	-
CP0342 Meter Replacement	799,512	250,000	250,000	250,000	250,000	250,000
CP0343 Park meadows Well	1,084,039	3,600,000	-	-	-	-
CP0344 PRV Improvements for Fire Flow Storage	-	-	-	-	-	805,000
CP0345 Three Kings/Silver King Pump Station	-	-	1,108,783	-	-	-
CP0346 Fairway Hills to Park Meadows Redundancy	-	200,000	-	-	-	-
CP0347 Queen Esther Drive	-	-	-	-	-	669,143
CP0354 Streets and Water Maintenance Building	5,400,000	-	-	-	-	-
CP0370 C7- Neck Tank to Last Chance	-	-	-	320,707	-	-
CP0371 C1 - Quinns WTP to Boothill - Phase 1	-	-	-	1,101,080	-	-
CP0372 Regionalization Fee	-	-	-	245,000	245,000	245,000
CP0373 Operational Water Storage Pond	-	2,700,000	2,000,000	-	-	-
CP0389 MIW Treatment	2,000,000	3,102,500	3,472,875	16,215,506	29,762,816	25,000,000
CP0390 QJWTP Treatment Upgrades	9,534,767	-	-	-	-	-
CP0391 QJWTP Capacity Upgrades	-	500,000	100,000	-	-	-
CP0392 Distribution Zoning Meters	400,000	-	-	200,000	-	-
CP0393 Energy Projects	400,000	200,000	200,000	200,000	200,000	200,000
CP0394 QWTP Energy Projects	400,000	200,000	-	-	-	-
CP0399 Dump Truck	150,000	-	-	-	-	-
CP0404 Parks Building	1,026,666	-	-	-	-	-
CP0405 Golf Building	513,334	-	-	-	-	-
Total	37,275,181	16,848,980	14,537,730	22,519,449	33,948,532	30,629,441

Table 1

Lower Park RDA Budget

The Lower Avenue redevelopment area was extended for 15 years starting in 2016. It is anticipated that the LPA RDA will generate \$28 million over the 15 year life of the extension. The majority of the RDA funds have been dedicated to the affordable housing program. It is anticipated that approximately \$5 million of the RDA funds would be allocated to land acquisitions for affordable housing. Approximately \$9 million would be dedicated to affordable housing construction subsidy. The RDA anticipates 80% cost

recover on construction of all affordable units. All funds recovered from the sale of units will be rolled into funding the construction of the next affordable housing project. Total recovery of funds is anticipated in the RDA over the life of the planned affordable housing projects is \$21 million.

Other projects budgeted within the RDA include \$4.5 million for rebuilding the City Park Community Center; \$1 million for facility improvements to Miner's Hospital; improvement to City Park; trails and pathways leading into the Lower Park RDA and Public Art.

Staff is currently working with a design group on the design and cost estimates associated with the City Park Community Center and Miner's Hospital. Staff will be working with Council and the community over the next several months to finalize this project. The design group will provide a cost estimate showing a recommended design and an estimate based on the \$4.5 million budget for the community center and \$1 million budget for Miner's Hospital. Because tax increment generated in the LPA RDA is predictable over the next 15 years any increased cost to projects budgets within the RDA will require a reduction to other projects. Staff will discuss funding and the impacts on RDA as cost estimates become available.

Fee Schedule Adoption

Table 2, below, shows Park City's water rates as compared to other local water utilities as well as utilities along the Wasatch Front. These values are based on water use that would include indoor use typical for a small family and outdoor irrigation use for about a 1/10 of an acre of landscaping. Since Park City has a tiered water rate structure, this use amount results in a higher monthly cost. As a comparison, a user that consumed 5,000 gallons per month (an indoor use only scenario) from the smallest meter size in Park City would see a water bill of \$ 72.95 per month. Generally the water rates on the Wasatch Front are significantly lower than all utilities along the Wasatch Back. This difference can be attributed to the use of large federally funded water infrastructure including significant reservoir storage; and economies of scale, including a large rate payer base, along the Wasatch Front. Factors contributing to Park City's high water rates include historically low water rates, lack of local water storage and supply, and water quality challenges presented by the Judge and Spiro water sources.

Rank	Utility	Average Monthly Residential Bill*
1	PARK CITY	\$ 150.61^
2	JSSD	\$ 123.20
3	MOUNTAIN REGIONAL	\$ 102.25^
4	SUMMIT WATER	\$ 65.66^
5	AMERICAN FORK	\$ 59.81
6	DRAPER CITY	\$ 58.39
7	SOUTH JORDAN CITY	\$ 57.07
8	RIVERTON CITY	\$ 53.19
9	KEARNS IMPROVEMENT DIST	\$ 49.52
10	OGDEN CITY	\$ 49.24
11	PLEASANT GROVE	\$ 48.59
12	SANDY CITY - OUTSIDE OF CITY	\$ 47.51
13	SALT LAKE CITY - OUTSIDE OF CITY	\$ 46.53
14	SANDY CITY - INSIDE OF CITY	\$ 43.33
15	MAGNA	\$ 43.25
16	CITY OF SOUTH SALT LAKE	\$ 38.92
17	WEST JORDAN CITY	\$ 38.22
18	SALT LAKE CITY - INSIDE OF CITY	\$ 37.94
19	GRANGER/HUNTER IMPROVEMENT DIST	\$ 36.13
20	JVWCD	\$ 32.87
21	BOUNTIFUL CITY - HIGH ELEVATION	\$ 29.39
22	TAYLORSVILLE/BENNION IMPROVEMENT DI	\$ 28.75
23	PROVO	\$ 28.69
24	MURRAY CITY	\$ 26.80
25	BOUNTIFUL CITY - LOW ELEVATION	\$ 26.62
26	OREM	\$ 25.72
*Based on 7,480 gallons per month in 8 winter months and 23936 gallons per month in 4 summer months. All values represent current rates, and do not reflect rate increases.		
^ For these utilities staff is aware of "pumping" type surcharge but did not apply them as they varies by location thus making it difficult to determine the correct surcharge to add in an average analysis.		

Table 2

On May 25th recreation was asked about the scholarship opportunities that are provided to the families of children in need. This information will be provided to Council in a staff communications report at a later date.

Department Review:

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

Attachments:

- A – Redlined Fee Schedule Changes**
- B – Fee Schedule Ordinance**
- C – Council Compensation Ordinance**



Resolution No.

**RESOLUTION AMENDING THE FEE SCHEDULE; AND REPLACING AND REPEALING
RESOLUTION 14-2016 IN ITS ENTIRETY**

WHEREAS it is necessary to update the fee schedule to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on May 25, 2017, to receive public comments on the user fee increases,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A

SECTION 2. EFFECTIVE DATE. This resolution shall take effect on July 1, 2017

PASSED AND ADOPTED this 8th day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

PARK CITY FEE SCHEDULE

SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision/Condominium *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Condominium Plat or timeshare conversion	\$450.00 per unit
Condominium Plat Amendment	\$300.00 per unit affected
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

Fee increased from \$100 to \$300 for Condominium Plat Amendment. These applications require both Planning Commission and City Council public hearings and \$100 is too low based on the staff reports needed to be provided in order to have the two public hearings. Record of Survey is no longer being used. Term being updated to Condominium Plat. Language amended.

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00 + \$560.00 per unit
Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.	
Master Planned Development	\$560.00 per unit equivalent
Pre-applications are currently optional. Language	

Modification to an MPD	\$330.00 per unit equivalent
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1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,330.00 \$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application

Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after
<u>Non-Historic District/Site</u>	
New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
1.1.7 <u>Historic Review *</u>	
Historic Design Review (no increase in existing area)	\$210.00
Historic Design Review (increase in existing area)	\$2,000.00 \$1,030.00
Determination of Significance	\$1,000 \$350.00
Certificate of Appropriateness for Demolition	\$300.00
1.1.8 <u>Land Management Code Review *</u>	\$2,000.00 per application
1.1.9 <u>General Plan Amendment *</u>	\$2,000.00 per application
1.1.10 <u>Sign Review</u>	
Master Sign Plan Review	\$320.00
Amendment to Master Sign Plan	\$120.00
Individual sign permit	\$120.00 (\$118.80) plus 1% state tax
Sign permit under master sign plan	\$130.00 (\$128.70) plus 1% state tax
Temporary Sign Permit	\$60.00 (\$59.40) \$120.00 (118.80) plus 1% state tax
1.1.11 <u>Annexation *</u>	\$5,850.00
Annexation Fiscal Impact Analysis	\$1,550.00
<i>plus actual cost of City approved consultant fee</i>	
Modification to Annexation Agreement	\$4,150.00
1.1.12 <u>Appeals Fees *</u>	
Appeals to Board of Adjustment	\$500.00 \$1,500.00
Appeals to City Council	\$500.00 \$1,500.00
Appeals to Historic Preservation Board	\$500.00 \$1,500.00
Appeals to Planning Commission	\$500.00 \$1,500.00
1.1.13 TDR – Development Credit Determination	\$100.00
1.1.14 Zoning Letters	\$50.00
1.1.15 Nonconforming/Noncomplying Determinations	\$100.00
1.1.16 <u>Refund of Withdrawn Planning Applications</u>	
In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.	
1.1.17 <u>Reactivation Fee</u>	
For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed	

1.1.186 Attorney or Other Professional Services

Reimbursement for actual expense incurred

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation	Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)
\$1.00 and up	4/5 of 1% (.80%) of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, ~~identical plans~~ means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee \$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00
Liquefied Petroleum Gases (heaters and devices) each additional unit	\$11.00
Liquefied Petroleum Gases on an active construction site (125+ gal)	\$130.00
Places of Assembly	\$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00

\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee

\$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up $\frac{3}{4}$ of 1% (.75%) of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

* Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 ENGINEERING FEES

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2015).

2.2.1.1 Single Family Residential

Meter Size	Base Rate	Meter Price
3/4"	\$44.95	\$713.11
1 "	\$60.68	\$819.60
1.5"	\$71.96	\$1,166.04

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	Base Rate	Meter Price
3/4"	\$58.44	\$713.11
1"	\$98.88	\$819.60

1.5"	\$211.22	\$1,166.04
2 "	\$440.48	\$2,062.49
3"	\$1,146.23	\$2,439.94
4"	\$2,081.13	\$4,251.70
6"	\$3,923.02	\$6,614.79
8"	\$6,755.78	\$9,934.99

2.2.1.3 Irrigation

Meter Size	Base Rate	Meter Price
3/4"	\$64.28	\$713.11
1"	\$108.77	\$819.60
1.5"	\$232.34	\$1,166.04
2"	\$484.52	\$2,062.49
3"	\$1,260.85	\$2,439.94
4"	\$2,289.24	\$2,451.70
6"	\$4,315.32	\$6,614.79

2.2.1.4 Construction Base Rate: \$261.23

2.2.1.5 Indigent Base Rate: \$3.84

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$5.60	\$8.98	\$9.44	\$12.24	\$14.59	\$25.50
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$6.63	\$8.98	\$14.59	\$22.47
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
--	---------	---------

Price per 1,000 gallons	\$7.87	\$12.19
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$8.98	\$14.59
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$10.56 per 1,000 gallons

2.2.2.6 Indigent

The Indigent Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, 2015). All water billed under 2.2.2, except for paragraph 2.2.2.7 contract rates, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.28	\$0.28
2	\$0.53	\$0.40	\$0.93
3	\$1.19	\$0.56	\$1.75
4	\$1.59	\$0.66	\$2.25
5	\$2.30	\$0.83	\$3.13

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE \$100.00

2.5 WATER METER TESTING FEE \$100.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

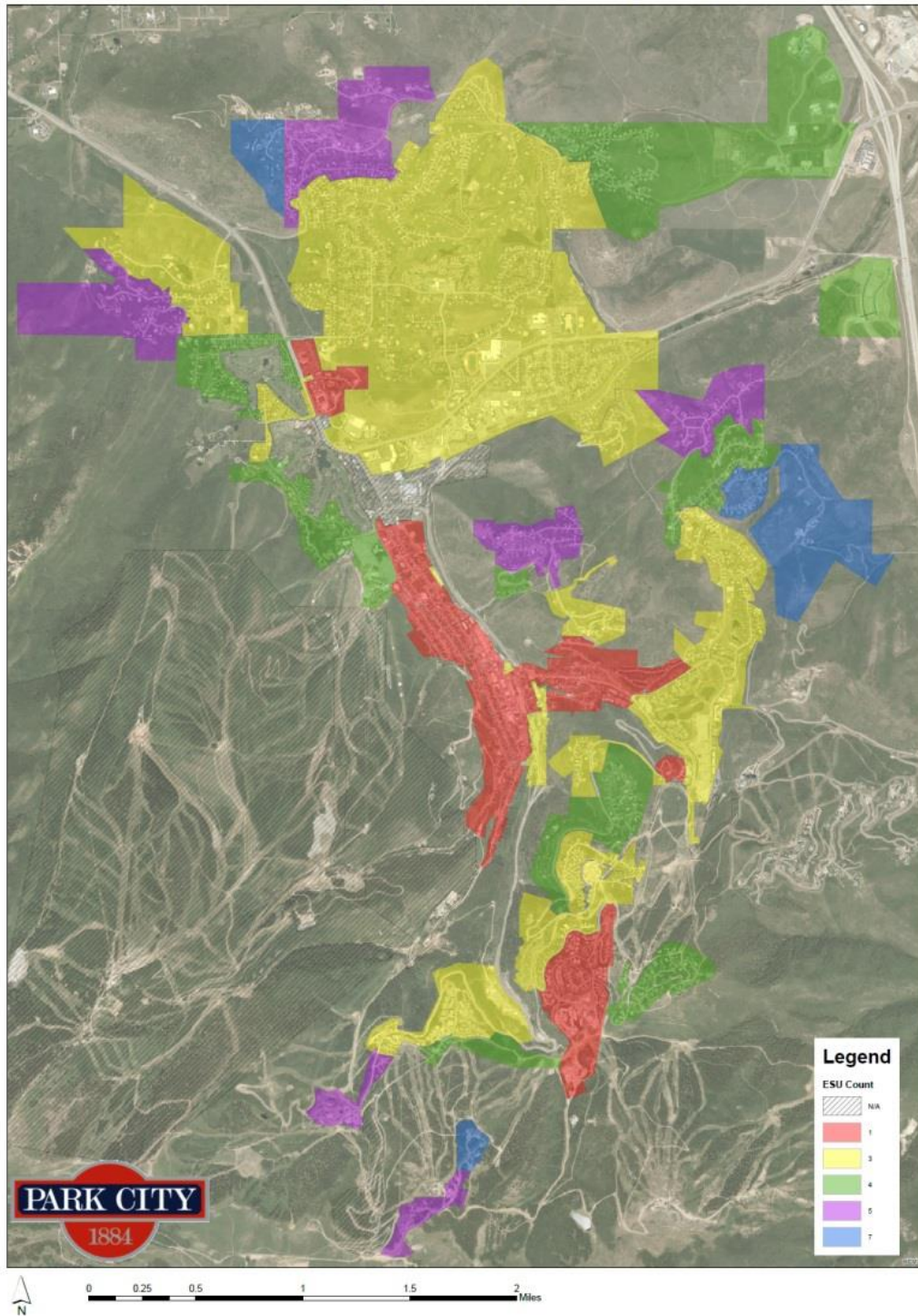
2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU \$3.75

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called in order to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day	-	-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom	-	-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.	-	-	\$22.00	\$149.00	License

Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Ware-house	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$149.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License

4.2.1. Type 1 Convention Sales and Hospitality Licenses \$149.00

A fee of \$149.00 will be charged for each additional vendor or business listed on an umbrella application

4.2.2 Type 2 Convention Sales and Hospitality Licenses \$372.00

(effective during the Sundance Film Festival). A fee of \$372.00 will be charged for each vendor or business on an umbrella application.

4.3 Beer and Liquor Licensing Fee. \$100.00 per license

4.4 Solicitors Licensing Fee. \$75.00 annually for each person licensed as a solicitor, except that any business which has already paid its solicitation fee of \$75.00 shall pay \$10.00 annually for every additional solicitor.

4.5 Outdoor Sales

- \$5.00 In addition to the regularly issued business license for that business.
- \$4.00 In addition to the regularly issued business license for that business if business is a member of merchant's association organizing the outdoor sale.
- \$50.00 Seasonal plants, Christmas trees or landscaping materials for a maximum period of 8 weeks per year.

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

- \$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.
- \$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.
- \$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

- \$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.
- \$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

- \$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

- \$20.00 Per vehicle, per impound (also see Section 7.7).

5.5 Contract Law Enforcement Services

- | | |
|---|----------|
| Police Officer (per employee, per hour - four hour minimum) | \$75.00 |
| Holiday (per employee, per hour - four hour minimum) | \$165.00 |

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page. Double-sided copies shall be charged as two pages.

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the pay-and-display meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$40.00 after 14 days;

\$60.00 after 30 days;

\$80.00 after 60 days

More than five (>5) violations per registered owner(s):

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days

\$80.00 after 30 days

\$100.00 after 60 days

7.2 Fines for mobility disabled space violations are as follows:

\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;
\$190.00 after 30 days;
\$210.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;
\$190.00 after 30 days;
\$210.00 after 60 days

B. Fines for all other special event parking violations. \$75.00 from the date of the violation until fourteen (14) days following the violation.

\$95.00 after 14 days;
\$115.00 after 30 days;
\$135.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows: \$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;
\$70.00 after 30 days;
\$90.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):
\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days;
\$80.00 after 30 days;
\$100.00 after 60 days;

7.5 Fines for all other parking violations are as follows:

\$30.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;
\$70.00 after 30 days;
\$90.00 after 60 days

More than five (>5) violations per registered owner(s):
\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70.00 after 14 days;
\$90.00 after 30 days;
\$110.00 after 60 days;

7.6 Parking Permits.

China Bridge Parking Permits – Employee Permit: A parking permit is available to Main Street employees for the China Bridge Parking for covered areas. The permit is not valid after 6:00 p.m. on both Friday and Saturday or during major events. Alternative parking areas may be provided for these events. The cost is \$150.00 annually, \$100.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$100.00 subject to approval by the Parking Manager. Verification of employment at a Main Street business is required to purchase this permit.

Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$300.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$50.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9 th St):	Daily rate of \$16.00 per space
Swede Alley:	Daily rate of \$12.00 per space
Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month
Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Meter rates are as follows:

For Main Street and the Brew Pub lot: \$1.50 per hour up to a three hour limit. Metered parked hours are 11:00 a.m. -11:00 p.m. daily. Minimum purchase is 20 minutes with coin, parking

card, and tokens. No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

7.12 In-car meter devices:

Free with purchase of \$50.00 or more of prepaid parking time. In-car meter and prepaid card parking time is available to residents at a 46.67% discount equivalent to \$0.80 per hour.

7.13 Tokens are available for sale as follows:

Up to 50 tokens:	\$0.50 each
50-299 tokens:	\$0.40 each (20% discount)
300 or more tokens:	\$0.35 each (35% discount)

Large purchases subject to Parking Manager approval and are limited to Main Street business license holders.

7.14 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.11 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities

- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published in the Recreation Services annual brochure (PLAY Magazine). In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

8.3.5 Discounting Fees: The Recreation Services Manager may, at his or her discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Services Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00 70.00	\$100.00 90.00
Senior & Military 10 Punch	\$60.00	\$70.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis & Pickleball Court Charges

Hourly Court Fees

	<u>Indoor</u>	<u>Outdoor</u>
Resident rate	\$28.00 26.00	\$12.00 10.00
Visitor rate	\$40.00 36.00	\$16.00 12.00

Pickleball ~~Outdoor Court Time~~ Passes

1 month	\$65.00 60.00
3 month	\$180 164.00
6 month	\$288.00

~~Lesson / Clinic:~~

Private Lesson 1 Hour	\$64.00
Add'l Player	\$ 4.00
½ hour Private	\$40.00
Add'l player	\$ 4.00
Clinic	\$12.00 per player (min. of 4 players)

Other Tennis & Pickleball Fees

Private Lesson 1 hour	\$78 74.00
Private Lesson 1/2 hour	\$42 40.00
Semi Private Lesson 1 hour (Per person)	\$41 39.00
Group of 3 (Per person)	\$30 28.00
Group of 4 (Per person)	\$25 22.00
Clinic drop-in fee 1 hr	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Clinic drop-in fee 2 hours	\$34.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Daily Drop In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$5.00

Adult	\$87.00	\$1210.00
Senior 70+ & Military	\$6.00	\$7.00
Fitness Classes	\$109.00	\$1512.00
Senior/Military Fitness Classes	\$8.00	\$9.00

Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$4340.00	\$2220.00	\$6560.00
3 Month	\$120110.00	\$6050.00	\$180160.00
6 Month	\$222192.00	\$10880.00	\$330272.00
12 Month	\$408345.00	\$192144.00	\$600489.00

Senior 70+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$3836.00	\$2220.00	\$6056.00
3 Month	\$10799.00	\$6050.00	\$167149.00
6 Month	\$196173.00	\$10880.00	\$304253.00
12 Month	\$358310.00	\$192144.00	\$550454.00

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$7772.00	\$3835.00	\$115107.00
3 Month	\$231216.00	\$10890.00	\$339306.00
6 Month	\$372328.00	\$182144.00	\$554472.00
12 Month	\$681590.00	\$325260.00	\$1,006850.00

Senior 70+ & Military Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$7065.00	\$3835.00	\$108100.00
3 Month	\$210194.00	\$10890.00	\$318284.00
6 Month	\$335295.00	\$182144.00	\$517439.00
12 Month	\$613531.00	\$325260.00	\$938791.00

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	

Non Athletic

\$1,400.00

Fitness Studios

\$65.00 (for profit)
\$35.00 (non-profit)

\$125.00 (for profit)
\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$ 10090 .00
1 Month Visitor Pass	\$ 10090 .00
Child Care Per Hr.	\$ 4.00
Personal Training 1 Hour	\$ 50.00
Personal Training Punch Card (12 visits)	\$500.00
Couple Personal Training Punch Card (12 visits)	\$699.00
Birthday Party	\$150.00
Party Room per hour	\$ 50.00

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1050.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$300.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$3634 .00
Resident 18 Hole with Cart	\$5149 .00
Utah Resident 18 Hole	\$4645 .00
Utah Resident 18 Hole with Cart	\$6160 .00
Non-Resident 18 Hole	\$5247 .00
Non-Resident 18 Hole with Cart	\$6762 .00
Resident 9 Hole	\$17.00
Resident 9 Hole with Cart	\$24.50
Non-Resident 9 Hole	\$23.50
Non-Resident 9 Hole with Cart	\$31.00
Resident Off-Season 18 Hole	\$26.00
Non-Resident Off-Season 18 Hole	\$30.00
Small Range Bucket	\$4.00
Large Range Bucket	\$8.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users. The Library also charges fines for materials that are overdue.

Non-Resident Card Fees

Household Family membership	\$40.00 per year
Non-City Limits Visitor (6 months) Temporary membership (90 days)	\$20.00 plus
Students residing in Summit County (ages 5-18)	Free
Wasatch County Student Cards	\$15.00 per year
Organization card - non-profit	\$45.00 per year
Organization card - for-profit	\$55.00 per year
Interlibrary Loans	\$1.00 charge per item

Late Fees

<u>Items</u>	<u>Fines</u>
Books, Audio Books, Maps, and Music CDs	\$0.10/day (\$5.00 Max)
Video and ,DVDs, magazines	\$0.10/day (\$5.00 Max)
Rapid Readers	\$1.00/day (\$10.00 Max)
YouCreate Lab Audiovisual Equipment	\$10.00/day
Lost or Damaged Items	Replacement cost plus a \$5.00 processing fee
Lost Library Cards	\$2.00

Outstanding fines may be waived at the discretion of the Library Director in exchange for food, as specified in the adopted "Food for Fines" Policy (Approved 4/9/2014 Park City Library Board)

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$480.00	\$480.00
Removal of infant for interment		

outside cemetery	\$360.00	\$360.00
Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including		
Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 6050 .00	\$ 85.00
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows.

Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.

Group 2: Activities during ~~Library~~ hours which are open for public participation but charge a fee for entry or activities which are closed to the public.

Groups ~~3-4~~: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees

Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3-4	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during	\$20/hour, \$40

					library hours)	minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	Unavailable \$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

1. ~~In-house Projection & PA System rental per event: Free with training prior to rental.~~
2. ~~Projection booth rental per event: \$500 (\$250 for Non-Profits), pre-approved independent projectionist is required and is paid directly. For a list of pre-approved projectionists, please contact the library.~~

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = 6-17 year olds; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public skate – youth	\$6.00	\$10.00
Public skate – adult	\$6.50	\$10.50
Cheap Skate (includes skate rental)	\$6.00	\$9.50
Group Rates (20+) includes admission s & skate s rental	\$7.00	\$11.00
School Rate – includes skate rental	\$6.00	N/A \$10.00
Skate rental	\$3.50	\$3.50
Drop-in hockey - youth	\$8.00	\$12.00
Drop-in hockey - adult	\$10.50	\$14.00
Coached Drop-in Hockey – adult	\$12.50	\$16.00

Coached Drop-in Hockey – youth	\$10.00	\$13.00
Coffee Club Drop-in Hockey	\$5.00	\$5.00
Drop-in Hockey – Goalie	\$5.00*	\$5.00*

*Goalies may play for free if they do not wish to pre-pay and if space is available during Stick & Puck if they are available for others to shoot on and not in a lesson. Goalies can play Drop-in program for free if there is space available. The respective Drop-in hockey fee applies if the goalie is in a lesson or would like to reserve their spot.

Drop-in Speed Skating – youth	\$8.00	\$12.00
Drop-in Speed Skating – adult	\$10.50	\$14.00

Freestyle-Youth	\$8.00	\$12.00
Freestyle-Adult	\$10.50	\$14.00

Drop-in Curling	\$12.50	\$16.00
Drop-in Broomball	\$10.50	\$14.00
Broomball Rental (individual)	\$3.50	\$3.50
Drop-in Skating Class	\$15.00	\$18.00

Off-ice Strength & Conditioning	\$11.50	\$14.00
Off- Ice Ballet	\$11.50	\$14.00
Skate Treadmill (does not include coach fee)	\$11.50	\$14.00

Visiting Coach Fee	\$16.00	\$16.00
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10 Session Punch Cards

Punch cards are available for Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session. Cards are available for – \$0.50 off each session or \$5.00 off in total. Punch card fee is based on resident and non-resident status. No discount on Skate Sharpening or Coffee Club punch cards. Punch card fees are adjusted to reflect the admission of residents and non- residents. Punch cards are also available for skate sharpening and Coffee Club drop-in hockey program with no discount simply for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.

Admission Passes (10 admissions)

Public Skate – youth	\$55.00	\$95.00
Public Skate – adult	\$60.00	\$100.00
Drop-in Hockey – youth	\$75.00	\$115.00
Drop-in Hockey – adult	\$100.00	\$135.00
Drop-in Hockey – goalie	\$50.00	\$50.00
Coached Drop-in Hockey – youth	\$95.00	\$125.00
Coached Drop-in Hockey – adult	\$120.00	\$155.00
Coffee Club Drop-in Hockey	\$50.00	\$50.00
Freestyle – youth	\$75.00	\$115.00
Freestyle – adult	\$100.00	\$135.00
Drop-in Speed Skating – youth	\$75.00	\$115.00
Drop-in Speed Skating – adult	\$100.00	\$135.00
Off-ice conditioning – 10 punch	\$110.00	\$110.00
Drop-in Curling	\$120.00	\$155.00
Skate Rental	\$30.00	\$30.00

Skate Sharpening (Hockey- Overnight)	\$55.00	\$55.00
Skate Sharpening (Figure Skating- Overnight)	\$75.00	\$75.00
Skate Sharpening (Goalie- Overnight)	\$65.00	\$65.00

Internet Admissions Fees (discounted \$1.00 for registering on-line). Not all programs are available for pre-purchase online. Purchases need to be completed by 9:00 p.m. the day prior to the scheduled program. Sessions become available for purchase around the 15th of the month for the following month. Goalie fees are not discounted for pre-purchase online.

Drop-in Hockey - adult	\$9.50
Freestyle - youth	\$7.00
Off-Ice	\$10.50
Additional discount not provided on goalie punch card for sales online.	

Annual Passes

Platinum (Freestyle, Off- Ice, Public Skate, Skate Sharpening)	\$4,500
Silver (Freestyle)	\$3,400
Bronze (Public Skate):	
Family (Up to 4 family members)	\$550
Additional Family Member	\$50
Adult	\$260
Youth (6-17 year olds/Senior +55 years)	\$190

Hourly Ice

User Groups**/Employees	\$200.00
Locals / Businesses Local Non-Profits	\$215.00
For-profit	\$290.00

**User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Daily Facility Rental

The daily facility rental fee includes the use of the party rooms with the applicable hourly ice rate when eight or more hours of ice are rented in one day.

~~*User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).~~

Figure Skating Season Passes

Platinum (FS, S&C, PS, Sharpens)	\$4,500.00
Gold (FS, Ballet, S&C)	\$4,450.00
Silver (FS)	\$3,400.00
Bronze (Public Skate)	
Family (4)*	\$550.00
Additional Family Member	\$50.00 per person

Adult	\$260.00
Youth (6-17 year olds/Senior +55 years)	\$190.00

Birthday Parties

Basic Package	\$165.00 \$175
Super Star Birthday Package	\$265.00 \$300

Equipment (per hour)

Broomball	\$35.00 \$50
Curling	\$25.00 /hour/lane
Hockey (non-program rental)	\$10.00 /week
Dividers	\$25.00

Cleaning Fee

Rentals 1-50 people	\$25.00 /hour
Rentals 51-100 people	\$50.00 /hour
Rentals 101+ people	\$100.00 /hour

Skate Services

Punch cards available for overnight services only. Pre-payment is required for all skate sharpening, the punch card is product of convenience.

Hockey Skate Sharpening	
24 Hours	\$5.50
Same Day (up to 24 hours)	\$8.50
Punch Card (10 punch)	\$55.00
Goalie Skate Sharpening	
24 Hours	\$6.50
Same Day (up to 24 hours)	\$9.50
Punch Card (10 punch)	\$65.00
Figure Skate Sharpening	
24 Hours	\$7.50
Same Day (up to 24 hours)	\$10.50
Punch Card (10 punch)	\$75.00
Competitive Figure Skate Sharpening	
24 Hours	\$10.50
Same Day (up to 24 hours)	\$13.50
Punch Card (10 Punch)	\$110.00
Custom Radius	\$20.00
Figure Skate Sealing	\$30.00
Rivets Replacements	\$2.00 (ea.)
Blade Holder Replacements	Varies with skate and blade type
Figure Skate Blade Mounting (per pair)	\$25.00
Heat/Oven	\$10.00
Skate Fitting (without purchase)	\$20.00

Room Rental

Multi-purpose Rooms	\$40.00/hr. (per room)
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~~User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.~~

Locker Rental (Annual Fee)

Regular Locker
Large Locker

First Floor

\$180.~~00~~
\$210.~~00~~

Second Floor

\$130.~~00~~
\$160.~~00~~

Gate Fees

The Park city Ice Arena will take 25% of any gate fees collected for an event.

Vendor Fees

The Park City Ice Arena will charge a flat fee of \$50.00/day for any food, beverage or merchandise sold. Vendors are not permitted to sell products that are sold by the Park City Ice Arena.

Advertising Fees and Sponsorship Fees

Dasher Board Ads	\$800. 00 -\$1,600. 00 (depending on location)
In Ice Ads \$25/sq. foot	\$2,000. 00
Speed Skating Pad Pockets	\$150. 00
Wall Banners	\$2,500. 00
Glass Decals	\$400. 00
Program Sponsorship	Varies by program
Information Screen	\$150/month. 00 (per month)
Scoreboard Screen	\$150/month. 00 (per month) / \$1,500/year. 00

(~~per year~~)

Note: All user groups will receive a free dasher board ad on the east side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

~~9.3. Fees for Non-Recreational Activities at the Ice Arena Facility: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.~~

~~The Park City Ice Arena is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.~~

9.54. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases

will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.45. Discounting Fees: The Ice Arena Manager may discount fees when:

1. Offering special promotions designed to increase use.
2. Trying to fill non-prime time.
3. Introducing new programs or activities.
4. Playing conditions are below standard due to weather or facility disrepair.

9.56. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties and submit an application. Program fees may be reduced up to 75% for a qualifying child. Each child may receive up to \$350 in reduced fees per fiscal year. Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.76 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District.

					FULL COMPLEX RATES	
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200 100	\$100 75	\$50 40	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50 40		
PCHS SB	\$375	\$100	\$75	\$50 40		
PCHS LL	\$375	\$100	\$75	\$50 40	\$800	\$575
North 40 North	\$375	\$250 200	\$100 75	\$50 40		
North 40 South	\$375	\$250 200	\$100 75	\$50 40	\$500	\$350
City Park	\$375	\$250	\$100 75	\$50 40	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMIS	\$375	\$100	\$75	\$50 40	\$675	\$450

Stakeholder Fee						\$200 per team per season youth
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Non-exclusive Commercial Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$5045.00/hr. NonRes
	\$120.00/day Res	\$200180.00/day NonRes
(2 courts)	\$200.00/day Res	\$300288.00/day NonRes
Stakeholder Fee	\$300.00/team/season - adult	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$9575.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$200.00 per field	
Lights - PCSC & City Park	\$20.00 per hr.	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity.

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$53.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$93.25
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	\$648.70
	Street Banner Installation-every other Main	\$486.55
	Street Banner Installation-every 3rd	\$324.35
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	\$1,431.00
	(Includes state permit, barricades and signage, required during install and takedown)	
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	\$47.70
	Pavilion Cleaning	\$157.95
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	\$6.75
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00

Holiday (per employee, per hour - four hour minimum)	\$165.00
Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
Mobile Command Trailer (each additional day)	\$100.00
<u>10.9 Parking Reservation Fees (Parking Department)</u>	
Application Fee	\$22.25
Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
Swede Alley Parking Space (per space, per day)	\$13.25
<u>10.10 Barricades (cost per barricade)</u>	
Crowd Control Barricades	\$5.90
Street Barricades	\$1.40
<u>10.11 Dumpsters</u>	
8 Yard (delivery + haul off fee)	\$210.00
30 yard (delivery + haul off fee)	\$210.00
Landfill fee for 30 yard dumpster (per ton)	\$23.00
<u>10.12 Streets Equipment and Materials</u>	
<u>Equipment</u>	
(2 hour min. - billable rate is portal to portal, cost includes operator, fuel, maintenance)	
Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35
Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05
Portable Electronic Sign/ message board (per day)	\$151.20
<u>10.13 Materials</u>	
Salt (per ton)	\$39.95
Road base (per ton)	\$13.50
Sand (per ton)	\$13.50
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95
<u>10.14 Personnel (total compensation per employee, per hour, during regular business hours)</u>	
Parks Dept. (PCMC employee - Seasonal Parks III –non-benefited)	\$23.30

Streets Department (Streets III employee)	\$30.25
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	\$28.00

10.9 Special Event Application Fee (Processing and Analysis)

Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day
Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON- PROFIT	OUT OF AREA NON- PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants

Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

Ordinance No. 2017-27

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2017 – 2018
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 8, 2017;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2017-2018</u>
Mayor	\$3,706.43 per month
City Council	\$1,914.63 per month
City Manager	\$109,136 - \$159,901 per year
City Attorney	\$102,983 - \$153,108 per year
City Treasurer	\$82,542 - \$121,653 per year
City Engineer	\$82,542 - \$121,653 per year
City Recorder	\$52,528 - \$77,490 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Term shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular FTE, unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on publication and shall apply retroactively to July 1, 2017.

PASSED AND ADOPTED this 8th day of June, 2017

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City's code enforcement approach is Hybrid or Strategic Code Enforcement (as opposed to strictly proactive or reactive). Code Enforcement staff has multiple tools of enforcement including verbal warnings, criminal citations (with the assistance of an officer), parking citations (through parking enforcement), Administrative Code Enforcement (ACE) citations and stop work orders. Each of these methods of enforcement has benefits and are applied dependent on the circumstance. Staff has coordinated these efforts to be the most strategic and affective application of enforcement as possible to achieve compliance.

Respectfully:

Michelle Downard, Deputy Chief Building Official



City Council Staff Report

Subject: Strategic Code Enforcement Update
Author: Michelle Downard, Deputy Chief Building Official
Department: Building Department
Date: June 8, 2017
Type of Item: Informational

Summary Recommendation

Staff is returning to Council with an update on action items being undertaken to implement strategic code enforcement with consideration of the feedback and concerns discussed at the May 11, 2017 Council Meeting ([packet pg. 192](#)), focused primarily on construction mitigation and avoiding neighborhood conflicts while achieving the ultimate goal of compliance. Staff has provided the action items in order to balance and adjust to community concerns while also being the most effective.

Executive Summary

Park City's code enforcement approach is Hybrid or Strategic Code Enforcement (as opposed to strictly proactive or reactive). Code Enforcement staff has multiple tools of enforcement including verbal warnings, criminal citations (with the assistance of an officer), parking citations (through parking enforcement), Administrative Code Enforcement (ACE) citations and stop work orders. Each of these methods of enforcement has benefits and are applied dependent on the circumstance. Staff has coordinated these efforts to be the most strategic and affective application of enforcement as possible to achieve compliance.

Acronyms

- ACE- Administrative Code Enforcement (Citation)
- CMP- Construction Mitigation Plan

Background

Code Enforcement has the ability to pursue enforcement action in the form of Verbal Warnings, Criminal Citations (Class B Misdemeanors up to \$1,000 fine, Class C Misdemeanors and Infractions up to \$750 fine.), ACE Citations (\$100 fine or abatement action) or Stop Work Orders.

Park City code enforcement is a hybrid model of strategic code enforcement, primarily complaint based with limited capacity to be proactive on specific, high priority topics. This form of enforcement has consistently been the case for many years with the intent to gain compliance while not being punitive.

Analysis

Staff has weighed the feedback and concerns discussed at the May 11, 2017 Council Meeting ([packet pg. 192](#)). The feedback received included a desire for:

- More proactive code enforcement on specific issues, like construction sites
- Tighter management by staff of Construction Mitigation Plans on construction sites
- Greater focus on to enforcement of specific conditions of approval
- Increasing mutual respect between construction community, staff and residents
- Ensuring residents do not feel the burden of code enforcement
- Minimizing neighbor vs neighbor conflicts; citizens should not have to report violations
- Incorporating Geographical Considerations
- Helping residents to understand the regulations; make the Construction Mitigation Plan (CMP) available to the public
- Reinforcing with residents that they are important to the City and that we hear and understand their feedback

The current form of strategic code enforcement has the ability to adjust priorities and phases of enforcement as a result of these concerns and community needs. Staff has weighed the feedback and concerns discussed at the May 11, 2017 Council Meeting and has identified multiple recommendations. Staff recommends that future priorities be focused primarily on construction mitigation.

Staff has already implemented the following actions since the work session three weeks ago:

- Priority Realignment
 - Heightened priority of proactive enforcement on construction sites in the form of proactive patrols
 - Heightened priority with geographical consideration (#1- Main Street, #2- Old Town, #3- Prospector)
- Enforcement Aggressiveness
 - Implementation of education with accountability- typically means one verbal warning with an escalation of enforcement action thereafter (ACE citations, stop work orders, criminal citations, parking citations)
 - Heightened coordination with the Police Department and Parking Enforcement to ensure that staff can recruit assistance from each other if their tools are not accomplishing the ultimate goal of compliance

Staff has already begun implementing the following action items:

- Construction Mitigation Plans
 - Planning has revised the Condition of Approval Outline for Conditional Use Permits and Master Plan Developments to include a separate line item for construction mitigation
 - During the building permit process, Planning will review the Conditional Use Permit and Master Plan Development Criteria to be included within the Construction Mitigation Plan
 - Applicable construction conditions of approval will be delivered to Building for inclusion within the Construction Mitigation Plan at the time of Planning sign off

- Proactive Presence/Deterrence
 - Proactively patrol geographical areas within identified vehicles (staff will be ordering “Code Enforcement” magnets)
- Research the ACE Fee Schedule to determine if it is appropriate to bring fee amendments (increases) to Council as necessary to gain compliance
- Further Discuss Accommodating Anonymous Complaints
 - While staff has concerns with accepting anonymous complains (due to the lack of ability for staff to respond to the complainant and provide the responsible party with an ability to respond to their accuser), staff will further consider accepting complaints online on www.parkcity.org, form submittals and phone calls (submittal forms will note that anonymity will result in staff’s inability to contact anonymous complainants with investigations dispositions or any resulting enforcement action. Similarly, staff may have an inability to enforce due to lack of evidence and ability to ask the complainant for additional details.)
- Outreach and Education
 - As concerns arise, code enforcement will coordinate outreach and education on specific code sections with the Community Engagement Department
 - Staff will link specific CMPs to the project sites listed on the Backhoe Report Map and the standard template CMP on the Park City website
- Noise
 - Consider amendments to the current Park City Noise Ordinance to promote best practices by minimizing conflicts in neighboring commercial and residential zones and to enact sound legislation that is able to withstand constitutional scrutiny, and is able to be enforced and understood
 - Initial draft ordinance has been completed and circulated to internal and some external stakeholders. Further outreach pending and late June or early July Planning Commission meeting targeted for courtesy input/recommendation and public hearing (non-LMC code amendments are not required to go to PC).

Park City’s gravel ordinance continues to be a topic of discussion for both the Planning Department Staff and the Planning Commission. While this topic is still being debated, staff did not intend to cause additional community alarm by proactively enforcing the current standard, forcing residents to change their properties to be consistent with standards that are proposed to be amended.

Park City code enforcement is located within the Building Department. This is a direct result of the intent to maintain a high symmetry with code enforcement and building safety and mitigation. However, code enforcement (education, enforcement action, clarifying codes, etc.) is performed by not only Building Department staffers, but also Parking Enforcement, Police, Engineering and Planning. Therefore, there is a heightened need to coordinate and communicate efforts. The responding department is determined by who first noticed the violation, the hours of day, the nature of the

complaint and consideration of the appropriate enforcement action. Some complaints can benefit from the increase coordination of multiple departments.

Staff believes the provided recommendations to accomplish the goals of compliance, responsiveness to Council and community concerns while not being punitive. In the future, staff anticipates code enforcement to further adjust strategies and priorities as a result of evolving concerns, construction activity fluctuation, seasonal changes and occurrence of special events. In order to ensure that the Council and community concerns are addressed within code enforcement priorities, staff intends to return to Council with incremental reporting.

Funding

No additional funding is needed to accomplish staff's recommendations. Costs will be insignificant and are anticipated to be absorbed within existing expenditure budgets (such as costs associated with identifying vehicle decals).

Department Review

The Budget, Parking/Fleet, Police, Engineering, Legal, Planning, Executive Department have reviewed this report.



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Three terms on the Park City Public Art Advisory Board (PCPAAB) have expired.

Council conducted PCPAAB Interviews on Thursday, May 25, 2017. Based on City Council's direction, staff recommends the appointment of Stephanie Bass, Kathy Kahn and David Nicholas to serve a three-year term on the Park City Public Art Advisory Board beginning July of 2017, ending June of 2020.

Respectfully:

Jennifer Diersen,

City Council Staff Communications Report

Subject: Public Art Advisory Board (PAAB) Appointments
Author: Jenny Diersen, Staff Liaison Public Art Advisory Board
Department: Economic Development
Date: Thursday, June 8, 2017
Type of Item: Administrative

Summary Recommendation

Based on City Council's direction, staff recommends that City Council appoint of Stephanie Bass, Kathy Kahn and David Nicholas to serve a three-year term on the Park City Public Art Advisory Board beginning July of 2017, ending June of 2020.

Acronyms

PCPAAB – Park City Public Art Advisory Board

Executive Summary

Three terms on the Park City Public Art Advisory Board (PCPAAB) have expired. Staff recommends that appointment of three members to the PCPAAB.

Background

In 2003, the City established the [Public Art Plan](#) and [Policy](#). In 2013, the Public Art Advisory Board developed a [strategic plan](#) designed to coincide with the quality and purpose of public art. The PAAB continues to review its policies and strategic plans on a yearly basis, and focuses their efforts on programs and projects that related to specific goals.

The PCPAAB is comprised of seven (7) community members who reside in the City Limits of Park City appointed by the City Council. Terms were amended to 3 year terms starting in 2016.

PAAB's role is to help promote and cultivate the Public Art Plan, Policy and Public Art Collection by expending funds on and facilitating works in order to:

- Stimulate vitality and economy of the City.
- Enhance Park City's standing as a leading cultural destination.
- Advance public understanding of visual art.
- Enhance the aesthetic quality of daily life and provide a sense of place.

It is important to remember that PAAB's recommendations will impact the:

- Community, arts and culture groups, and local businesses.
- Involvement and coordination with other City Departments.
- Goal in the General Plan of promoting a [sense of community](#) (page 28 through 31) by continuing to grow as an arts and culture hub.

Analysis

Staff has noticed the three PAAB vacancies on the City's website, through the Park City Summit County Arts Council and by sending out notice to our contact list, as well as posting the vacancies at local coffee shops. Two of the vacancies were available for reappointment.

Staff received 4 applications, two from members who were eligible for reappointment, and two from new applicants who had not applied to PCPAAB before.

Based on City Council's direction, staff recommends that City Council appoint of Stephanie Bass, Kathy Kahn and David Nicholas to serve a three-year term on the Park City Public Art Advisory Board beginning July of 2017, ending June of 2020.

Department Review

The Special Events, Economic Development, Executive and Legal Departments have reviewed this report.

Funding Source

No funding is needed for appointment, as members are not compensated. Public Art Projects are funded both through one percent (1%) of City Improvement Projects, as well as, through additional allocations from the Capital Improvement Project Funding (CIP).

Alternatives for City Council to Consider

1. Recommended Alternative:

Appointment of Stephanie Bass, Kathy Kahn and David Nicholas to serve on the Park City Public Art Advisory Board for a three-year term beginning July of 2017, ending in June of 2020.

Pros

- a. PAAB's work positively impacts the City's Council's goals for creating a world class, multi seasonal resort destination, and creating an inclusive community of diverse economic and cultural offerings.

2. Null Alternative:

Make alternative appointments or reopen the recruitment process.

Cons

- a. PAAB positions would remain unfilled and future meetings may be postponed until the positions are filled.

3. Other Alternatives:

City Council could choose to provide no direction regarding the appointment of PAAB members.

Cons

- a. PAAB positions would remain unfilled and future meetings may not be able to occur until the positions are filled.
- b. Staff would lack direction on how to precede with the PAAB vacancies.



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City Municipal Code and Utah State Code require municipal library board appointments to be made effective July 1. The Library Board must have between five and nine members. All vacancies must be filled by Park City residents.

Unlike most of PCMC's boards and commissions, interviews for Library Board appointments are conducted by the Library Board and recommendations are made to the Mayor and City Council for formal appointment.

Respectfully:

Adriane Juarez, Library Director

**City Council
Staff Report**

**Author:
Subject:
Date:**

**Adriane Herrick Juarez, Library
Library Board Appointments
June 8, 2017**



Summary Recommendations:

Appointment of Sarah Hall and reappointment of Chris Cherniak, John Fry, and Margie Schloesser to serve on the Library Board for three-year terms beginning July 2017.

Background:

Park City Municipal Code and Utah State Code require municipal library board appointments to be made effective July 1. The Library Board must have between five and nine members. All vacancies must be filled by Park City residents.

Unlike most of PCMC's boards and commissions, interviews for Library Board appointments are conducted by the Library Board and recommendations are made to the Mayor and City Council for formal appointment.

Currently, the Park City Library Board has eight board members. Three of the current board members terms expire on June 30, 2017. All three expiring-term members reapplied and are eligible to serve an additional term according to Library Board bylaws. The Library Board is recommending the reappointment of the reapplying members for additional terms and the appointment of one newly applying board member to fill all four available Library Board seats to serve beginning July 1. This will equal a total of nine board members. According to bylaws, "the Board of Trustees shall consist of not less than five voting members and not more than nine voting members." The Library Board prefers to have an odd number of voting members, but had 8 during the last fiscal year. The filling of the 9th seat will allow for an odd number of voting members. A total of 5 applications were received.

In accordance with City policy, ads for the Library Board vacancies ran in the Park Record and were aired on KPCW. Applications for Board positions were available at the Library and on the City & Library web sites.

Analysis:

A Library Board subcommittee interviewed the candidates and the full Park City Library Board is recommending a total of four appointments to the Library Board this year that includes the addition of one new member and three reappointments.

The attached letter (Attachment A) from the Library Board Interview Committee Chair, Chris Cherniak, describes the qualifications of the following candidates: Sarah Hall, Chris Cherniak, John Fry, and Margie Schloesser. Approval of these candidates will bring the total number of voting board members to nine, as allowed in Library Board bylaws.

Department Review:

City Manager, Legal Department, and Recreation Library Team.

Alternatives:

A. Approve the Request:

Make the appointments to ensure a fully staffed and legally constituted Library Board.

B. Deny the Request:

Make alternative appointments or reopen the recruitment process.

C. Continue the Item:

Utah Code requires municipal library board appointments to be made effective by July 1 each year.

D. Do Nothing:

Not an option. Code requirements stipulate timely appointments.

Consequences of not taking the recommended action:

Library will not have a functioning board by the Utah Code deadline of July 1.

Recommendation:

Appoint Sarah Hall, Chris Cherniak, John Fry, and Margie Schloesser to terms of three years to serve on the Library Board starting July 1, 2017.

Attachment A

June 8, 2017

Mayor Jack Thomas and Park City Council
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Honorable Mayor and City Council,

After conducting interviews of the new candidates who applied, the Park City Library Board recommends the addition of Sarah Hall to the Library Board and the reappointment of Chris Cherniak, John Fry, and Margie Schloesser, all for 3 year terms.

Sarah Hall has lived in Park City on and off for 10 years, but has lived in Park City full time for approximately 5 years. She and her husband now live in their 'forever' home behind the McPolin barn in Aspen Springs. She is involved in the Park City Community Foundation, Park City Lunchtime Rotary, the Mountain Trails Foundation, and the Women's Giving Fund. She believes the library is the centerpiece of our community because of the way it enriches people's lives. She would like to give her time, expertise, and resources as a member of the Library Board. Sarah is a business attorney with analytical skills and a strategic planning background that will benefit the library.

Chris Cherniak has a total of 30 years of experience as an environmental engineer and consultant. In addition to consulting, Mr. Cherniak currently co-hosts "This Green Earth", a weekly radio show covering environmental news and issues, broadcast on KPCW, the NPR affiliate for Park City. He is also one of the founding members of Summit Community Power Works.

John Fry owns and operates Basix, LLC from his home in Park City. Basix provides value-added programs and specialized networks to health plans in 17 states and the District of Columbia. John has lived in town for 6 years. John holds an MBA and has published articles and a book about health care financing and management.

Margie Schloesser is a retired IT executive that has lived in Park City for 15 years with her husband Peter and two sons, Ben and Patrick. She is the co-owner and operator of The Jefferson, an event venue in the Memphis area. She is a year-round volunteer with Sundance and has actively volunteered with McPolin Elementary and Ecker Hill Middle School.

The Library Board appreciates your consideration of these applicants to the Park City Library Board. Please contact either Adriane Herrick Juarez or me if you have any questions.

Sincerely,

Chris Cherniak
FY17 Library Board, Chair



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

In November 2016, Summit County residents overwhelmingly passed two transportation initiatives, which will provide funding needed for a comprehensive and regional transportation approach for Summit County. This plan calls for critical road improvements to help alleviate congestion, enhanced and increased bus service throughout the County, the introduction of a County-wide e-bike share program, and more.

As this sales tax increase went into effect in early April, it is important to inform the public about the value and benefits of the entire program – as well as the timing, impacts and other particulars of specific projects. Attached, please find Phase I of the Let's Go Summit – Public Information Plan, which will be implemented this spring. Implementation of the public information plan will be managed by a City/County team comprised of transportation planning and community engagement staff.

Respectfully:

Linda Jager, Community Engagement Manager



Let's Go Summit – Public Information Plan

Spring, 2017

Situation Analysis

- The public approved two ballot initiatives in November that allow for a variety of road and transit improvements in Summit County.
- The sales tax increase went into effect in early April.
- The public needs to be educated about the value and benefits of the entire program – as well as the timing, impacts and other particulars of the specific projects.

Strategy

1. **A steady messaging campaign of “Vision and Progress”** should be implemented through a variety of consistent information tools.
 - a. The Vision message communicates both the benefit of the entire program as well as specific benefits to be gained by individual projects. i.e. *“The Let's Go Summit Transportation Program will put more public transit in more places across the County, reduce the number of cars on the road, maintain our great air quality and maintain our small-town feel without widening roads.”*
 - b. The Progress message communicates individual project status and completion (and often includes celebratory events). i.e. *“Summit County has completed construction of public transit only/carpool lanes along SR-248 which will allow for improved bus service on this important corridor.”*
2. The transportation and communications project team will hold **quarterly message strategy meetings** to identify key messages for the quarter. Each quarter will include a programmatic theme (such as Parking Strategies or Design & Engineering basics) as well as schedule and progress updates. This theme can be communicated through all the communications tools listed below.



3. Finally, the public information campaign would benefit greatly from a **creative approach** that humanizes the entire process. We believe that Alfred Knotts and Caroline Rodriguez have built a reputation in Summit County as the transportation planning experts that could be continued throughout the campaign. We could include a section on the website called “Commuter talk with Alfred and Caroline.”

Key elements of the plan:

1. Website recommendations

Homepage: Keep look and feel of current Let's Go Summit branding with Park City and Summit County logos. Provide simple overview of Let's Go and the purpose of the website. Home page could highlight a “project of the month.” Add social media and newsletter sign-up to footer of all pages. Content will have final approval from Caroline Rodriguez, who will coordinate posting on the website.

Homepage navigation:

- Program Overview
 - Explain background of the project to remind people about the bond, why it was needed, how it was passed, scope, etc.
- Timeline/Schedule of Construction
 - Big picture timeline for program
 - Individual timelines for various projects
- Map
 - Interactive map of all projects countywide. Color coded to easily see what projects are currently under construction, completed and upcoming.
- Contact
 - Newsletter
 - Social media channels
 - Email
 - Telephone number

2. Social media

Given the scale and length of the project, we recommend creating social media handles specific to Let's Go Summit (Twitter, Instagram and Facebook). The team will create a content schedule that parallels construction timeline which will be available for Park City, Summit County and other stakeholders to use to communicate with constituents. Let's Go Summit social media channels will serve as direct hub of information. We suggest at least three to four posts a week plus any additional messaging that may come up as a result of unexpected



changes, heightened traffic, weather impacts, etc. Content will have final approval from Caroline Rodriguez prior to posting.

3. Advertising

If budget allows, advertising is a great way to provide controlled quarterly or semi-annual progress updates to the public. We suggest creating a ½ page newspaper ad that uses the same general look and feel each time to let residents know what has been accomplished in the prior six months and what to expect over the upcoming six months.

4. Media relations

Using the information gathered in the quarterly message strategy meetings, the team will identify one project or issue to highlight each month for the KPCW radio spots and interviews. It would also be a good idea to sit down with the Park Record and KPCW editorial staff once a quarter and let them know what is coming up from an editorial perspective so they can plan it into their schedules.

5. Newsletters

We recommend creating a regular Let's Go Summit column in the County and City newsletters that includes a Vision/Progress/Coping message each month. A specific "Let's Go Summit" e-newsletter is probably not necessary if the County creates new project social media handles.

6. Community Outreach

Caroline and Alfred are maintaining their relationships with area organizations and associations. The project team will assist them in prioritizing and scheduling the key organizations/associations that should be receiving updates each quarter or year. The team will also create a presentation template that can be easily updated for each of these presentations (again, including a vision, progress and coping message each time.)

7. On-site Signage

The key to great on-site signage is keeping it simple and easily recognizable. Most of the construction signs we see are far too cluttered with various logos and information. We recommend creating simple "Let's Go Summit" banners with the sole purpose of communicating the fact that the project is part of the Summit County road and transit improvement program. Companion banners can be



made to communicate the contractor team, dates of completion, phone numbers to call with questions, etc.



Let's Go Summit Transportation & Communication Team

Park City Municipal Corporation

Alfred Knotts – Park City Municipal Transportation Planning Manager

Linda Jager – Park City Municipal Community Engagement Manager

Julia Collins – Park City Senior Transportation Planner

Summit County

Caroline Rodriguez – Summit County Regional Transportation Planning Director

Derrick Siddoway – Summit County Interim Public Information Officer



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Beginning April and recurring monthly through November, the Community Engagement Liaison provides a “Backhoe Report” outlining Spring/Summer/Fall 2017 construction updates. This report will include both public and significant private projects that will be visible or will impact community members or business owners. The report will be presented to City Council on the first meeting of each month as a staff communication for subsequent months. June’s report is the third of the season and is presented as a staff communication. This staff communication includes the full Backhoe Report for June.

Respectfully:

Lynn Peek, Community Engagement Liaison



BACKHOE REPORT for June, 2017

To access online: <http://www.parkcity.org/government/current-construction-projects>

Prepared by: **Lynn Ware Peek**
Community Engagement Liaison
lynn.ware-peek@parkcity.org

OLD TOWN

Lowell Avenue (Park City Mtn south to curve to Empire Ave)

- April, 2017, project began. Fall 2017, anticipated completion.
- Replace the 50+ year old sanitary sewer line.
- Upgrade the existing water distribution line including the service line connections and water meters to properties.
- Improve drainage in the area.
- Reconstruct the roadway pavement and gutter.
- Sewer manholes installed at Manor/Empire mid-May, headed South on Lowell
- Water line at Manor/Empire began in May.
- Placing temp pavement on July 14th at the Manor intersection for the peak season. The final pavement at the intersection will be placed after Labor Day.
- Approximate cost: \$1.6 million construction costs plus \$600,000 in other costs
- Funding source; Resort City Sales Tax and Snyderville Basin and Public Utilities.

For further information: Kim Clark; kim.clark@parkcity.org.

1450-1560 Park Avenue Housing Project – Affordable/Attainable Housing

- Fall 2016, construction began. Late summer 2017, anticipated completion.
- 6 of 8 homes are framed and mechanical, electrical, and plumbing installation is nearly complete. Windows will be installed in June.
- Framing on final two homes is 75% complete.
- There will be two 1-br units (800 SF), five 2-br units (1,120 SF), and one 3-br (1,300 SF).
- Information sale/selection process selection process was announced May 23, 2017 and move-in date estimated for fall 2017. Visit www.housinghelp.org for more information. Estimated price of homes is \$185,000-\$300,000

For construction information: Dave Gustafson; dgustafson@parkcity.org
For affordable housing information: Rhoda Stauffer; Rhoda.stauffer@parkcity.org

Woodside Park - Lower Park Avenue affordable housing project

- September 2017, proposed construction start. April 2018, anticipated completion.
- Project is still in design stage

For further information: Jonathan Weidenhamer; jweidenhamer@parkcity.org

Kimball Garage (Private Project)

- Fall 2016, construction began. 2018, anticipated completion.
- Restriped Heber Avenue in anticipation of the installation of a tower crane to be placed on the sidewalk on Heber Ave.
- Temporary crane being used intermittently.
- Longer term crane anticipated to be installed spring 2017.
- Contractor required to notify affected owners at least 48 hours prior to any impactful activity, as determined by the Park City Building and Engineering Department.
- Rented all parking along Heber to be used for the crane and unloading, once approved.
- Installation of new footings under old Kimball Garage. Shore up roads at Main and Heber in preparation of the new building footings and foundations.
- The tower crane must be removed from the Park Ave, Heber Ave and Main St (both sidewalk and city property) by Nov 21 unless otherwise approved.

For further information: Michelle Downard; mdownard@parkcity.org

Main Street Sidewalk Replacement - 4th Street to Treasure Mountain Inn

- May 22, 2017, project began. September 2017, expected completion.
- West side of Main Street from 4th Street to the bulb-out in front of the Treasure Mountain Inn.
- Install new granite curb, new water meters, granite pavers within a concrete band, new street lights, new benches, trash cans and removable planters/pots at the bulb-outs.
- The construction will take place in approximately 100' sections. It will take approximately 2 weeks per section for 6 sections.
- Access to business will be maintained during the construction but parking will not be available during this period.
- Sidewalks from Treasure Mountain Inn to Grappa will likely not start construction until 2018.
- First stretch from Eating Establishment to Lululemon nearing completion. The next stretch will be from Lululemon to Gorsuch.

- Approximate project cost \$600,000.

For more information: Lynn Ware Peek; lynn.ware-peek@parkcity.org

Main Street Plaza (Brew Pub Parking Lot)

- Spring 2018, projected start. Spring 2019, anticipated completion.
- Project currently in the design development phase of drawings.
- Anticipate submitting for planning approvals next.
- Awaiting analysis of expanded access, circulation & traffic study regarding proposed new road connector between Swede Alley and Main Street & other possible improvements.
- Project will be brought before Council on June 22, 2017 to finalize this conversation.

For further information: Jonathan Weidenhamer; jweidenhamer@parkcity.org

Parking Technology Project

- May 2017, project began with ongoing rollout through the year.
- Stakeholder meetings held May 30 & 31, 2017.
- Analysis of garage cleaning and prep for painting interior garage has begun.
- Analysis of scope of technology products.
- Contractors are currently identifying branding and signage opportunities for better way-finding.
- Ongoing evaluation regarding structural and preventative maintenance.
- Remote parking at The Yard will be for employees of Old Town with regular shuttle service.
- Parking management plan will begin December 15, 2017.

For further information: Kenzie Coulson; mckenzie.coulson@parkcity.org

PROSPECTOR AREA

Prospector Ave (Bonanza to Gold Dust lane)

- Early July 2017, projected start. Fall 2017, projected completion
- Enhance and promote alternative multi-modal transportation uses and address roadway infrastructure.
- Create a safe environment for all modes of travel.
- Reduce vehicular speeds by introducing a "complete street" cross section.
- Defining more efficient use of existing space by better marking travel lanes and bus pullouts.
- Upgrade the street lighting with LED fixtures.

- Improve the roadway drainage.
- Resurface the asphalt pavement.
- Federal funding \$1 million and \$1.2 million funding from General, Storm Water, Transit funds.

To be put on the construction email update list, send an email to Kim Clark prospectorave@utah.gov

WATER PROJECTS

Old Town – 4th Street

- August 2017, projected start. October 2017, projected completion.
- Replacement of water line on 4th Street between Swede Alley and Main Street (between Java Cow and Chimayo). Designs finalized soon then will go to bid.
- This stretch was determined to be in need of replacement due to a recorded history of leaks and repairs.
- The waterline upgrade will address fire flows in the vicinity of Main Street and Swede Alley.
- Project Budget: \$80,000
- Funding: Water Service Fees

For further information contact Nick Graue, nick.graue@parkcity.org

Park Meadows – Creekside

- May 2017, construction began. December 2017, anticipated completion.
- The new filtration building will add filtration to the Park Meadows well as required by the Utah division of drinking water.
- The well is under direct influence of surface water. The added filters will round out the existing process consisting of ultraviolet (UV) light and chlorine for disinfection.
- New building will have a covered patio as an amenity to the nearby park.
- The existing well buildings demolished in October and the area will be landscaped.
- Project includes Creekside Park Habitat Restoration to add transitional landscaping adjacent to wetlands, landscape buffer in the location of the removed well buildings, storm water low impact development, and added walkways in the area.
- Construction Contract: \$3,426,935.00
- Funding: Water Service Fees

For further information contact Griff Lloyd, griffin.lloyd@parkcity.org

Quinn's Junction Water Treatment Facility

- Under construction currently, anticipated completion July 2017
- Add additional filtration to remove total organic carbon (TOC) and manganese from the source water (Weber River). During spring run off or heavy rain events, high concentrations of TOC and manganese are found in the water and have in the past either reduced the production capacity or shut the plant down. These new filters will allow full production during these events.
- Add a back wash tank to better clean the existing filters and the new filters.
- Construction Contract: \$3,857,000.00
- Funding: Water Service Fees

For further information contact Clint McAfee, clint.mcafee@parkcity.org

ROAD PROJECTS

SR 248 from US40 to SR32

- Repaving. Began May, 2017 . Projected completion late August, 2017.
- One lane of traffic in each direction will be maintained.

Bonanza Drive to US40

- Questar performing sub-surface utility work. Start anticipated June 1 - complete by October 15.

Further information contact Alfred Knotts: alfred.knotts@parkcity.org

Street Maintenance

- Scheduled start July 5th. Projected completion August, 2017.
- The recent winter brought above average moisture coupled with significant temperature swings allowing water to seep into the roadway and refreeze, compromising the streets with potholes and significant cracks throughout town's 126 miles of paved streets.
- This year's work will include rotomilling and paving of 5.3 lane miles and 12.3 lane miles of slurry sealing.
- 33.0 tons of crack sealant is scheduled for placement this fall along various streets throughout Park City.
- 165 utility adjustments including water valves, sewer, storm drain, and survey monuments will be lowered in advance of rotomilling then readjusted once new asphalt has been placed
- 5,526 tons of hot asphalt overlays are planned to begin July 5th.
- 105,968 square yards of type II slurry seal coating will be placed in August.
- 14,267 square yards of seal coating will be placed along our bike paths in August.



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

On May 23, 2017, Park City Municipal's Community Engagement Department held Coffee with Council, the eighth in a series of monthly Council outreach events. Councilwomen Matsumoto and Worel hosted the event, which was held from 4:00 to 5:30 pm in the Community Space of the Park City Library. Approximately 20 residents and business owners attended the event for informal conversation about city projects and initiatives. Attached, please find a recap of the conversation.

Respectfully:

Linda Jager, Community Engagement Manager



Coffee with Council Summary
May 23, 2017
Park City Library, Community Room

Council Members Presenting:
Cindy Matsumoto & Nann Worel

Other Council Members Present:
Andy Beerman joined as an audience member at 4:40 pm.

Members of the Public:
Tom Oliver, Melissa Allison, David Chambers, Jay Hamburger, Carol Murphy, Diane Knispel, Cheryl Soshnik, Cyndi Schwandt, Randy Scott, Mellie Owen, Wally Stuecker, Lorraine Stuecker, Steve Joyce, Molly Miller, Michael Kaplan, Hadley Dynak, Carol B. Sletta, Dave & Patricia Constable. Additional guests attended but did not sign in.

City Staff Present:
Diane Foster, Linda Jager, Lynn Ware Peek, Bruce Erickson, Anya Grahm, Jason Glidden, Elizabeth Quinn Fregulia

Notes Prepared By: Elizabeth Quinn Fregulia

CONVERSATION:

Councilwoman Worel welcomed the group and said they would love to hear solutions as well as concerns. She also mentioned the City's Backhoe Report (copies were available to attendees) as a great way to keep tabs on construction projects around town. Councilwoman Matsumoto welcomed the group and thanked everyone for coming.

Cheryl Soshnik referenced the Backhoe Report and asked how else they find out about other construction projects going on in her neighborhood. For example, there is a large construction project at a home at 10th and Norfolk Avenues. Ms. Matsumoto suggested calling the Planning Department and inquiring about it (using the street address). Anya Grahm, a planner with the city, explained that when a project gets a building permit, they don't put up the construction sign (explaining the project) until the Limit of Disturbance (LOD) fence is up.

Carol Murphy brought up the issue of campers on Rail Trail. She said their presence can pose a danger, especially when they start fires. She knows that police are aware of it, but there's still an issue. She said the issue also exists at the pocket park adjacent to condominiums. She asked whether there should be a suggestion of closing times for parks. Ms. Worel said she thought this was a good idea.

Lorraine Stuecker asked what the protocol is if police come upon homeless individuals in the city. Ms. Matsumoto said the officers will try to connect them with resources, and arrest them if they are breaking the law.

City Manager Diane Foster said that Officer Cherkis with Park City Police specializes in outreach to homeless individuals. He has been working with Rob Harter at the Christian Center to connect folks with homeless shelters and transportation to the facility. Police are spending a lot of attention on the issue. Ms. Foster said they have not arrested anyone to-date: they are providing intervention and help.

Follow up from staff: City Manager Diane Foster confirmed this week that the areas in question are signed “No camping allowed without permission of the property owner, Park City Municipal.” Staff does not recommend further signage intended to prevent camping at this point, as current signage does not deter all campers.

Ms. Stuecker asked about using containers to create low-income housing. She brought up the idea of building a camp with a community kitchen and laundry facilities. “When our neighbors are moving out because can’t afford the rent, this might be a solution,” she said. Ms. Worel asked her to forward more information.

An attendee said he recently heard a presentation on modernized containers. He said the example they cited put four people in each container, who were each charged \$600 a month. At the presentation, he was sitting next to Paul Pilsner, who said there are manufactured housing companies that can make units from scratch that are cheaper and better. When this idea comes to be considered, he urged the city to do their research.

Ms. Matsumoto mentioned Tom Wells who is on board of the Christian Center, who had talked about containers five years ago. Right now, the city is not considering this an option. It would not meet our code, and we would need to have a long discussion as a community before we took action. She said we’ve been building affordable housing units, but have not yet built rental units. Our goal would be to provide something more affordable than \$600 a month for a quarter of a container. In terms of prefabricated homes: some of them meet our code, and we’ve talked about in past. Ms. Worel said that the Peace House looked at modular construction for their new building, but it was not cost-effective. City staff is still evaluating whether it would make sense.

Ms. Soshnik said that at the turn of the century the city had lots of boarding houses. We mustn’t forge that we have a lot of seasonal workers who have different housing needs.

Ms. Matsumoto said our temporary bus drivers were in the fire station for a few years and lived as a collective. Also, the affordable housing that we built at the Ironhorse Public Works facility is similar to this.

Carol Murphy asked about affordable housing: she doesn’t see a lot of coordination with the school district. **Ms. Matsumoto** said that City Council does meet with the school district quarterly and they have a working group. She said she personally hopes more kids come will move into Park City. **Ms. Worel** said we are having this conversation with the school district.

Ms. Murphy said the school has had a strong voice in saying it can’t accommodate more kids. Do we know which schools have openings for students? **Molly Miller**, community relations specialist for the school district, said they are at capacity. Jeremy Ranch is the only elementary that is technically closed.

They will have portable classrooms at two elementary schools this coming fall. **Ms. Matsumoto** explained that schools may want to limit their class sizes, but the state does not recognize a class being full until it reaches 30. Our class limits are driven more by the state than the community. We need to strike a fine balance in terms of overbuilding. We're an open enrollment state.

An attendee brought up the issue of lights going off at the park. She said it's very dark and hard to see. **Ms. Worel** said staff could look at this. **Ms. Matsumoto** said we've retrofitted our street lights but this shouldn't affect when they go off. The attendee also brought up the Union Pacific Trail and said people don't pick up after their dogs. Is there any way to control this? Dogs are also off-leash a lot. **Ms. Matsumoto** said it is a leash area and people should pick up after dogs. **Ms. Worel** and **Ms. Matsumoto** agreed these issues are frustrating. **Ms. Matsumoto** said when she first moved to Park City, she arrived during spring season; she remembered all of the dog waste that became visible as the snow melted. A few weeks later there was a citywide cleanup. The group discussed Pride in their Parks Day and asked why this hadn't been better advertised.

Ms. Soshnik said she likes this idea of the community cleaning up in spring. She suggested an "Adopt a Trail" program: each group (e.g., Boy Scout troop) could pick up once a month and the trail could display a plaque of recognition. **Wally Stuecker** said that when he lived in Michigan his community had a yearly cleanup, which was very successful. **Ms. Matsumoto** said perhaps we could have another cleanup day since we all missed the last one. She also suggested that everyone bring garbage bags when go hiking and pick up trash. **Ms. Matsumoto** says she does this near where she lives. **Mr. Stuecker** said Michigan also has an easy and good solution: they place deposits on cans and bottles. This greatly cuts down on this form of litter.

Mellie Owen thanked both councilwomen for coming and commented on the new permanent variable message signs. She suggested developing an art project to dress up the posts and referenced **Hadley Dynak, (Executive Director, Park City Summit County Arts Council)** who was in the audience. **Ms. Worel** said this was a great suggestion and mentioned that she is a liaison to the Public Art Board. **Ms. Matsumoto** mentioned the idea of painting power poles to blend in to the landscape. **Ms. Owen** mentioned doing same thing as what Breckenridge has done. **Ms. Matsumoto** mentioned the public art project for decorating power boxes. It has been a long process working with Rocky Mountain Power, but the RFP for this will be released fairly soon.

Ms. Worel asked for feedback on the recently passed bag ban. The group responded "Yaaay!" She said some people complained that they have nothing to clean up their dog poop with, and she suggested using newspaper bags.

Randy Scott asked what Summit County has to say about the plastic bag ban. **Ms. Worel** said the two councils have not had a formal conversation on the topic but they meet regularly. **Ms. Matsumoto** said Councilman **Andy Beerman** was thinking of issuing a challenge. **Mr. Scott** said Kimball Junction considers itself part of Park City. **Ms. Stuecker** said the grocery baggers are part of the problem, but she doesn't know how to fix this – perhaps an education program.

Tom Oliver asked about how to educate tourists on the issue. **Ms. Matsumoto** said a lot of tourists come from other states that have banned plastic bags; she doesn't see this as a big problem but said it would be good for management companies and hotels to put reusable bags in the rooms for visitors. The city took a baby step last year and had bags made and sold for no profit to hotels, etc. This didn't work terribly well, though. **Mr. Beerman** said they put them in Treasure Mountain Inn; transportation

companies also introduced them.

An attendee said he read the article about the issue and said that the ban only applies to plastic bags. There are biodegradable bags that look like plastic bags. What happens if Fresh Market decides to buy these instead? **Ms. Matsumoto** said the ban is just on the mil (2.5). If Fresh Market wants to buy biodegradable bags, that would not be a problem. **Ms. Stucker** said everyone in England brings their own bags to the store: people will adjust. **Ms. Worel** said Park City-branded bags would be a nice idea.

Ms. Owen, who serves on the Special Events Advisory Committee, asked the group whether we've reached the tipping point on events. Forty percent of the events take place in Old Town. Observation: None of the attendees responded or expressed concerns about events. **Ms. Worel** said Council's talked a lot about this: they would like to tap the breaks on events and is glad we have SEAC in place. They want to focus on events that bring value to the community. **Ms. Matsumoto** said it's a hard, complicated discussion, and encouraged community feedback. A few new events were added last year (e.g., Shotski). Summer seems to be the biggest problem. Everyone knows winter is busy. She also asked what makes people feel the event has reached the tipping point? People in grocery stores, traffic, etc.?

Steve Joyce said there are two kinds of events: those for locals (e.g., Halloween) and those for out of towners (July 4th). July 4th is almost out of control. Part of this is due to how advertise events—we work the SLC press hard, and it changes the character dramatically. **Ms. Matsumoto** said a few years ago they limited floats to something related to Park City. They're trying to keep it local and limit the size. They are trying to reinvigorate it with fun and funkiness: they allow water guns and water balloons again, for example. **Ms. Matsumoto** said we don't advertise in Salt Lake for the parade but it has become well-known. The city now is the sponsor: it had been put on by the ambassadors, but they have disbanded. It fell to City Council. We are hiring an event manager for the 4th of July weekend because it's such a big event. One thing they are trying to do is encourage people to park outside of town and bus in. We are also trying a new traffic plan in Old Town to keep people from trying to drive through the neighborhoods.

Ms. Miller said she loves the events—she has a little one and loves always having something to do. Traffic an issue but they can jump on the bus. **Ms. Murphy** said she doesn't know how a special event is defined. Is it special if it occurs every Sunday? When does a special event become just a business? **Ms. Matsumoto** said it's classified as a special event because of the permitting process and the use of city property. **Ms. Worel** said the Special Events team revamped the permitting process over the past year to recognize that different events have different impacts. Walk a Mile in her Shoes has a different impact than bigger events, for example, and the new process reflects this. **Ms. Soshnick** said when she thinks of special events—there are two kinds: exclusive (softball tourney) and inclusive (parades, Mile in her Shoes, etc.) Here's the big question: what does the event do for our town; does it include the town? She suggested excluding the excluding events first. **Ms. Matsumoto** agreed about the softball tournament but said other people have different opinions: some local kids like to go watch games. Some nearby restaurants do a great business during this time. Also, the softball team pays money that helps redo the fields. City Council said we would not donate the fields anymore. They have tried to give back to the community (donate backstops, etc.), so it's hard to draw the line.

Carol Sletta asked when the city stopped putting notices in the paper about meetings. **Ms. Matsumoto** said we advertise in the state website and at the post office and City Hall, as well as on our website. **City Attorney Mark Harrington** said legally we do not need to advertise in the paper. The state changed the

requirement to the electronic website. Paying for the paper became redundant. People can sign up for e-notify. This is a pure budget item if the Council wants to reconsider. The City's **Community Engagement Manager Linda Jager** also said we also include it as part of our newsletter. One participant asked that we print out the newsletter and put it at the library.

Follow up note from staff: We have contacted the Park Record and have received pricing information for posting the agenda in the paper. This is under consideration.

Randy Scott: made mention of the fact the street sweepers seem to kick up the dust more than capture it. He suggested tamping it down with water first. Do the streets get that dirty every day of the week?

Ms. Foster said she will send an email to **Streets Manager Troy Dayley** to answer the question. We will add the answer to these notes.

Follow up from City Manager Diane Foster: Troy Daley, who oversees our Streets operations, responded that he has spoken with our mechanic and the sweeper operator about this. They verified the street sweeper is operating correctly – and that they will pay particular attention to making sure the sweeper has sufficient water, as this really helps keep the dust down. He also commented as follows: “Tom our operator commented that the streets have been especially dirty this spring. We believe this is likely due to the significant amount of construction that really never let up last winter, tracking mud and debris into the roads. Tom will monitor the dust as he is sweeping and do his best to keep it under control. “

Ms. Worel gave updates on mental health initiatives: Summit County Health Department hired Aaron Newman a month ago to be the mental health coordinator—he is looking at everything from services to access. Where are there gaps? He's coordinating with the Youth Foundation and other work groups. If anyone has an interest in mental health efforts, please reach out to Aaron. There is also a framework called Communities that Care that focuses on *prevention*. A private donation of \$250,000 has been allocated to the Communities that Care effort: they are advertising for a coordinator now. She's very excited about momentum in this realm.

Ms. Worel thanked everyone for coming. **Ms. Matsumoto** asked everyone to join the Historic Preservation Awards ceremony, which would commence immediately after Coffee with Council in the same location.



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

The King Road Water Service Replacement Project will address prioritized items that have been identified as recurring problems with water service line freezing. Staff maintains a list of these issues and has given priority to the items based on service calls and water loss. The project will repair two items that will address water operations issues and will result in improved water delivery to the customer.

Respectfully:

Nicholas Graue, Water Project Engineer



City Council Staff Report

Subject: King Road Water Service Replacement Project
Construction Agreement
England Construction, LLC.
Author: Nick Graue, Public Utilities Engineer
Department: Public Utilities
Date: June 8th, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends Council to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with England Construction, LLC. for the King Road Water Service Replacement Project for an amount not to exceed \$34,900.

Executive Summary

The King Road Water Service Replacement Project will address prioritized items that have been identified as recurring problems with water service line freezing. Staff maintains a list of these issues and has given priority to the items based on service calls and water loss. The project will repair two items that will address water operations issues and will result in improved water delivery to the customer.

The Problem

Public Utilities Staff has identified two water service lines within King Road that have a history of freezing. The replacement of these services needs to occur prior to the repaving of King Road this summer.-

Background

- Council has previously directed Water to correct freezing issues with water services on the public side of the water meter
- Staff maintains records of water service issues problems including freezing service lines
- Staff has identified two service lines along King Road that need to be replaced in order to address the freezing issue
- The Streets Department is scheduled to re-surface King Road with new asphalt shortly after 4th of July
- The resurfacing of King Road provides for an opportunity to replace the freezing water service lines while minimizing any negative impacts to the asphalt on King Road

Alternatives for City Council to Consider

- 1. Approve the Request:** This alternative will replace and improve the existing water services.

Pros - Replacement will address the issue of freezing service lines, allowing Public Utilities to deliver a higher level of service to its customers.

Cons - Capital cost impacts

- 2. Do Nothing:** This alternative would deny the request to replace service lines.

Pros – Funds allocated for this project could be used for other asset management projects.

Cons – Service lines would continue to freeze.

Analysis

The request for bid proposals for the King Road Water Service Replacement Project was advertised in the Park Record on 5/10, 5/13, 5/17, 5/20 & 5/24/2017, online at utahlegals.com, and on the Park City website beginning May 10, 2017. Five bids were received and opened on May 24, 2017. The following summarizes the pricing evaluation of the bid proposals:

Contractor	Bid Amount
Beck Construction	\$55,000
England Construction	\$34,900
Fusion Pipeline	\$106,000
KK&L	\$45,790
SCI, Inc.	\$42,890

England Construction is the lowest responsive bidder. Bid documents have been reviewed by staff and no issues were discovered. None of the bidders above maintain offices in Summit County, so local preference was not considered in this selection.

Nick Graue, Public Utilities Engineer, will be coordinating the work, and will be working under the guidance of the Public Utilities Engineering Manager.

Department Review

This report has been reviewed by representatives of Public Utilities, Legal, and Executive Departments and their comments have been integrated into this report.

Funding Source

The funding for this project is part of the approved FY2017 Water Department CIP budget.

Attachments

A Scope of Work

Attachment A

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Description of Work	QNTY	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 16,000	\$ 16,000
2	39 King Road – Abandon existing service line at the main, remove existing meter vault, tap main for new service, install new 1.5" service line, insulate service line under storm drain crossing, install new meter vault and setter, flow fill full depth of trench, asphalt trench patch, landscape restoration.	1	LS	\$ 7500	\$ 7500
3	99 King Road - Abandon existing service line at the main, tap main for new service, install new 1.5" service line to existing meter vault, insulate service line under storm drain crossing, install new meter setter, flow fill full depth of trench, asphalt trench patch, landscape/driveway restoration.	1	LS	\$ 8500	\$ 8500
4	Removal and disposal of soils	1	LS	\$ 2900	\$ 2900

\$ 34,900

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before June 30th, 2017 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30th, 2017
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Copy of Contractor's License

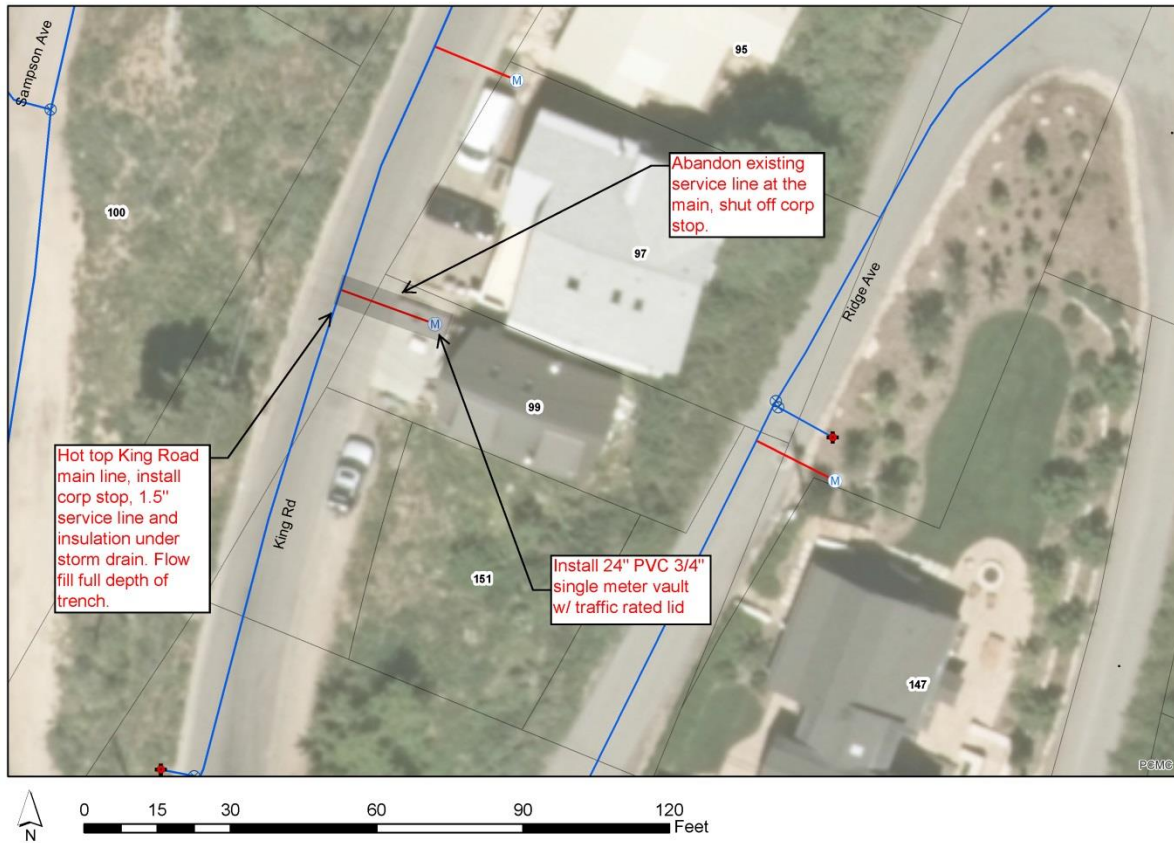
Attachment A

39 King Road Service Line Replacement - Site Plan



Attachment A

99 King Road Service Line Replacement - Site Plan





DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends City Council grant a Water Easement, in a form approved by the City Attorney, for the purpose of constructing and accessing a proposed water mainline located on the west side of Park City parcel SA-235-1-X.

Respectfully:

Corey Legge, Engineer Tech

City Council Staff Report



Subject: 1450/1460 Park Avenue Water Easement
Author: Corey Legge
Department: Engineering
Date: June 8th, 2017
Type of Item: Legislative

Summary Recommendation

Staff recommends City Council grant a Water Easement, in a form approved by the City Attorney, for the purpose of constructing and accessing a proposed water mainline located on the west side of Park City parcel SA-235-1-X.

Executive Summary

Park City parcel SA-235-1-X is located between Poison Creek Trail and Park Avenue, north of the Miner's Hospital. The 7.8 acre lot encompasses a portion of Sullivan Road, which is not in a public ROW, and the south portion of City Park. The Park City Sustainability Department and Economic Development has requested a Water Easement on the west side of Sullivan Road to install and maintain a proposed water main. This Water Easement extends a maximum of eighteen feet into parcel SA-235-1-X and occupies an area of approximately seventeen hundred square feet. Approval would allow Park City Water Department access for the construction, operation, maintenance and repair of the proposed water mainline.

Acronyms

PCMC- Park City Municipal Corporation

ROW – Right-of-Way

SBWRD- Snyderville Basin Water Reclamation District

The Problem

The existing 6" ductile iron water main within Park Avenue is unable to provide adequate fire protection for the affordable housing project located at 1450/1460 Park Avenue. To provide sufficient fire protection, a water line must be installed from Park Avenue, across the development and connected to an existing water line located near Sullivan Road.

Background

- On October 18, 1990 City Council approved an ordinance adopting the Redevelopment Plan for the Lower Park Avenue Redevelopment Project as the official redevelopment plan for the lower Park Avenue Redevelopment Project.
- March 29, 2007 Ordinance approving the Sundance Cottages Lot Combination creating two lots of record at 1450 and 1460 Park Avenue.

- November 29, 2012 City Council approved an ordinance adopting the amendment to the Redevelopment Plan for the Lower Park Avenue Redevelopment Project for the Lower Park Avenue Redevelopment Project Area.
- October 17, 2013 ordinance amending the Land Management Code of Park City, Utah, Revising Section 15-2.4-9 Sullivan Road Access.
- March 6, 2014 adopted an ordinance approving the retreat at the park first amended plat located at 1450 & 1460 Park Avenue.
- Building permits were issued to Park City Redevelopment Agency September 19th, 2016. Water infrastructure was not approved by Engineering and directed to proceed through the construction of public improvements process which is commonly used for infrastructure to be dedicated to the City.

Analysis

The city-owned 1450/1460 Park Avenue Affordable Housing project will construct 8 units, scheduled to be completed autumn of 2017. Utilities for the project will be serviced from the Park Avenue Right-of-Way. The Park City Water System features a 6" ductile iron water mainline located within Park Avenue. Unfortunately, water system modeling indicates that the existing water mainline residual pressures do not satisfy fire protection requirements for the project. In order to meet this requirement, Engineering indicated the developer would need to install a 8" diameter water mainline to connect the existing water mainline in Park Avenue to the existing 6" waterline stub located to the north of Struggler Condominiums (1470 Park Avenue).

A twenty one foot wide easement was granted to Snyderville Basin Water Reclamation District (SBWRD) for the purpose of constructing and maintaining the sewer service to the property. The easement has been recorded with summit county and is labeled "Water Easement A" in the attached Sullivan Road Water Easement B exhibit. SBWRD has provided documentation to PCMC that the proposed water mainline may be located within the easement, which extends eastward along the property line of 1450/1460 Park Avenue.

An existing 6" ductile iron waterline stub is located approximately seventy feet northwest of the project between the Silver Mine West Condominiums and the Struggler Condominiums. In order to loop this stub to the water mainline in Park Avenue, a Water Easement, located on the west side of Park City parcel SA-235-1-X, will need to be granted by City Council. This would provide 1450/1460 with adequate water service that satisfies the fire protection requirements while improving the Park City water system by preventing water quality issues associated with dead-end waterlines.

In order to ensure that the utility easement is recognized and because the property is anticipated to be sold to other owners, staff suggests a formal easement be put in place.

Alternatives

A. Approve the Request:

Approving the Water Easement will allow Park City Water Department to locate a portion of the newly installed 8" water main on Park City parcel SA-235-1-X. This is Staff's recommendation.

Pros – Allows the contractor to loop the newly installed water mainline to the existing mainline located in Sullivan Road. This will provide adequate fire pressure and fire flow to the affordable housing project at 1450/1460 Park Avenue while avoiding water quality issues associated with dead-end water mainline.

Cons – Construction will occur within the asphalt area of Sullivan Road to install the water mainline and T-Patched according to Park City Construction Specifications and Standard Drawings.

B. Deny the Request:

Denying the Water Easement will require the contractor to acquire an easement from the privately held lot immediately adjacent to the project.

Pros – No construction within Sullivan Road as part of this project.

Cons– The water service for 1450/1460 Park Avenue would be delayed until another route for the water connection is found and approved.

Department Review

This report has been reviewed by City Manager, Legal, Sustainability, Public Utilities, and Community Development. All concerns raised by these departments have been incorporated herein.

Funding Source

No funding impacts as a result of the recommended action.

Summary Recommendation

Staff recommends City Council grant a Water Easement, in a form approved by the City Attorney, for the purpose of constructing and accessing a proposed water mainline located on the west side of Park City parcel SA-235-1-X.

Attachments

Park Ave Water Easement
Sullivan Road Water Easement B Exhibit
Reference Map

WATER EASEMENT 'A' DESCRIPTION:

An easement lying in the Southwest quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Summit County, Utah more particularly described as follows:

Commencing at the east corner of Lot 2 of The Retreat at the Park Subdivision recorded Entry #822375 and running thence North 32°34'40" West, a distance of 40.45 feet along the northeasterly property line to the true **Point of Beginning**. Thence South 57°25'20" West 175.60 feet to a point on a 1,406.80 foot radius non-tangent curve to the right, of which the radius point bears North 59°33'49" East, thence Northwesterly 21.02 feet along the arc of said curve through a central angle of 00°51'22"; thence North 57°25'20" East 162.40 feet; thence North 32°34'40" West 39.78 feet; thence North 58°32'50" East 12.50 feet; thence South 32°34'40" East 43.00 feet; thence South 56°29'20" West 0.24 feet; thence South 32°34'40" East 17.53 feet to the Point of Beginning.

Containing 4,175 square feet or 0.10 acres, more or less.

This easement is contained within Parcels *RPS-1, RPS-2*

WATER EASEMENT 'B' DESCRIPTION:

An easement lying in the Southwest quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Summit County, Utah more particularly described as follows:

Commencing at the east corner of Lot 2 of The Retreat at the Park Subdivision recorded Entry #822375 and running thence North 32°34'40" West, a distance of 40.45 feet along the northeasterly property line to the true **Point of Beginning**. Thence North 32°34'40" West 17.53 feet; thence North 56°29'20" East 0.24 feet; thence North 32°34'40" West 43.00 feet; thence South 58°32'50" West 11.02 feet to the South East corner of the Struggler Condominium parcel boundary recorded Entry #133674 ; thence along said boundary North 31°18'00" West 60.00 feet; thence North 59°32'30" East 1.21 feet to the South East corner of the Silvermine West Condominium parcel boundary recorded Entry #176768; thence along said boundary North 29°45'00" West 14.22 feet; thence North 59°55'39" East 6.52 feet; thence South 75°04'21" East 12.97 feet; thence South 32°34'40" East 125.05 feet; thence South 57°25'20" West 7.74 feet to the Point of Beginning.

Containing 1,708 square feet or 0.04 acres, more or less.

This easement is contained within Parcels *SA-235-1-X*

SULLIVAN ROAD WATER EASEMENT "B"

SILVERMINE WEST CONDOMINIUMS

STRUGGLER CONDOMINIUMS

WATER
EASEMENT 'B'

12.50'

LOT 1
RPS-1

SA-235-1-X
SULLIVAN ROAD

POINT OF
BEGINNING

EAST CORNER
OF LOT 2

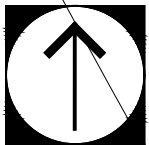
PARK AVE

21.00'

LOT 2
RPS-2

WATER
EASEMENT 'A'

CRAIG CONDOMINIUMS



NORTH
SCALE 1"=30'

1450/1460 Park Avenue Utility Reference Map





DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

"Marsac 100" is a 2.19 acre property located at 100 Marsac Avenue, which is uphill from City Hall on the east side of Marsac Avenue. (See image attached to this staff report as Attachment B). It is currently owned by United Park City Mines Company (UPCM). Redus Park City, LLC (Redus), has obtained a district court order directing the Summit County Sheriff to conduct a public auction and to sell Marsac 100 to the highest bidder. Redus intends to bid for Marsac 100 at the sheriffs sale which is expected to occur in July, 2017. Under the terms of the Agreement, PCMC would have the opportunity to acquire Marsac 100 from Redus should Redus acquire the property. PCMC staff recommends using Marsac 100 for the development of affordable housing.

Respectfully:

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: Acquisition of the Marsac 100 Property
Author: Tom Daley, Deputy City Attorney
Department: City Attorney's Office
Date: June 8, 2017
Type of Item: Administrative

Summary Recommendation

City Council should hold a public hearing and consider authorizing the Mayor to execute the "Exchange Agreement For Real Property [Marsac 100]" (the "Agreement") attached to this staff report as Attachment A.

Executive Summary

"Marsac 100" is a 2.19 acre property located at 100 Marsac Avenue, which is uphill from City Hall on the east side of Marsac Avenue. (See image attached to this staff report as Attachment B). It is currently owned by United Park City Mines Company (UPCM). Redus Park City, LLC (Redus), has obtained a district court order directing the Summit County Sheriff to conduct a public auction and to sell Marsac 100 to the highest bidder. Redus intends to bid for Marsac 100 at the sheriff's sale which is expected to occur in July, 2017. Under the terms of the Agreement, PCMC would have the opportunity to acquire Marsac 100 from Redus should Redus acquire the property. PCMC staff recommends using Marsac 100 for the development of affordable housing.

Acronyms

PCMC	Park City Municipal Corporation
UPCM	United Park City Mines Company
EPA	U.S. Environmental Protection Agency
ESA	Phase I Environmental Site Assessment
RDA	Redevelopment Agency

The Opportunity

Acquisition of property to be used for affordable housing.

Background and Analysis

In 2010, several Talisker entities borrowed \$150,000,000 from Wells Fargo. Midtown Acquisitions, a hedge fund based in Manhattan, later bought half of that loan. Talisker defaulted on the loan, and in 2015 Talisker entered a "confession of judgment" in the amount of \$184,000,000 in the Third District Court for Salt Lake County. The confession of judgment is in addition to and separate from the Wells Fargo action in the Third District Court for Summit County where the court ordered foreclosure on the assets securing the loan and the appointment of a receiver to take ownership of those assets. Wells Fargo and Midtown Acquisitions created Redus to foreclose on Talisker/UPCM property securing the loan (such as Bonanza Flat) and to lien, foreclose, and sell other Talisker/UPCM property (such as Marsac 100) to recoup its outstanding debt balance. While the underlying ownership of Marsac 100 is based on mining

claims, the boundaries relevant to PCMC's acquisition are set by the legal description set forth in the order directing the Summit County Sheriff to sell the property at public auction.

Marsac 100 is zoned HR-1 and Recreation Open Space (ROS). In 2006, Talisker received approval of a 10 lot subdivision intended for use as affordable housing. Talisker ultimately purchased affordable housing stock elsewhere and the approvals for both the Talisker MPD and subdivision have expired.

Marsac 100 is in the Old Town neighborhood as designated in the General Plan and no future land uses for the property are designated in the General Plan other than those allowed by existing zoning. Staff has determined that Marsac 100 is appropriate for affordable housing developed under a master planned development that would address some of the issues raised during the 2006 Talisker approval.

Redus, through separate foreclosure actions, is the owner of certain real properties located in Empire Pass within the Flagstaff Annexation area. In the attached Agreement, this property is defined as "Remaining Property," and the individual lots (defined as the "Remaining Lots" in the Agreement) comprising the Remaining Property are identified in Exhibit B to the Agreement. The Remaining Property is subject to the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel and Iron Mountain dated as of March 2, 2007 (the "Development Agreement"). The Development Agreement requires the developer of the Remaining Lots to construct five (5) affordable housing units located outside of Empire Pass.

Material Terms of the Agreement

Redus is willing to acquire Marsac 100 through the sheriff's sale and convey it to PCMC in exchange for PCMC relieving Redus of its obligation to construct five (5) off-site affordable housing units. The conveyance will occur within fourteen (14) days of Redus taking title through the sheriff's sale. The sheriff's sale is expected to occur in July, 2017. If Redus has not taken ownership of the property by August 15, 2017 and the Agreement is not extended by mutual agreement, the Agreement will terminate. The obligation to build the five (5) off-site affordable housing units associated with the Remaining Property will be satisfied upon closing, irrespective of how PCMC uses Marsac 100 after closing.

The Agreement does not affect the requirement for the owner(s) of the Remaining Lots to develop and construct the remaining on-site affordable housing units on the Remaining Lots.

The Agreement provides that PCMC will purchase Marsac 100 As-Is, including all associated environmental liability.

Use of Marsac 100 for Affordable Housing

Affordable housing is one of City Council's three Critical Priorities and has been an annual City Council goal since the early 1990s. In 2016, Council established a goal of 800 additional affordable units by 2026 with an interim goal of 220 units by 2020.

Goal seven of the General Plan states: "Create a diversity of primary housing opportunities to address the changing needs of residents." Goal eight states: "increase affordable housing opportunities and associated services for the workforce of Park City." (Please see pp. 70-77 of the Sense of Community section of the General Plan located on PCMC's website). The goal of this section of the General Plan is to increase the number of units affordable to members of Park City's workforce. The relevant General Plan objectives are as follows:

7A - Increase diversity of housing stock to fill void within housing inventory.

7E - Create housing opportunities for the city's aging population.

8A - Provide increased housing opportunities that are affordable to a wide range of income levels.

8C - Increase housing ownership opportunities for workforce within primary residential neighborhoods.

Staff has concluded that locating affordable housing on Marsac 100 is consistent with City Council's critical priority. The previous approval of a ten (10) lot subdivision on Marsac 100 indicates that PCMC could complete a similar development which would result in a net increase of affordable housing units over those required of Redus under the Development Agreement.

Environmental Conditions of Marsac 100

Marsac 100 is part of the Uinta Mining District and subject to an Action Memorandum by the EPA dated September 10, 2015, titled "Request for a Removal Action at the Uintah Mining District Site in Summit County, Utah." UPCM signed an Administrative Settlement Agreement and Order on Consent for Removal Action related to Marsac 100 on September 11, 2015. Lead and other heavy metals have been identified as hazardous substances of concern at the site.

Staff has had the opportunity to learn of conditions at the Marsac 100 site and has conducted a Phase I Environmental Site Assessment at the property. As of May, 2016, erosion control and other measures have been taken at Marsac 100. Without development activity on the property, these measures would remain in place and significant future costs are not anticipated.

The environmental conditions of Marsac 100 would, however, present additional costs should PCMC develop the property for affordable housing. The environmental costs associated with such development are estimated to range between a low of \$428,613 and a high of \$1,163,911. The low cost estimate assumes disposal of contaminated soil at the Richardson Flat Repository and a 6-inch clean soil cover. The high cost estimate assumes disposal at a facility in Tooele, Utah at a cost of \$20 per ton and a 12 inch soil cover. Both the low and high estimates include costs associated with maintaining any on-site remedies implemented as part of past remedial efforts but do not include potential liabilities associated with the migration of contaminants off of the parcel boundaries.

If the City Council approves the Agreement, PCMC staff will continue to collaborate with EPA on achieving cost-effective solutions for the property.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Authorize the Mayor to execute the Exchange Agreement for Marsac 100.

Pros

- a. This property offers a location for affordable housing which is consistent with Council's critical priority.
- b. Alternatively, the property could remain as open space under PCMC control.

Cons

- a. The environmental conditions of Marsac 100 will add costs to any development of the property.
- 2. Null Alternative:** If PCMC and Redus do not enter into the agreement described in the preceding paragraph, the following outcomes are possible:
- i. Redus will withdraw its request to the Summit County Sheriff to sell Marsac 100. This would leave the property under UPCM ownership, which in turn would create the possibility of the property being sold to a third party.
 - ii. Redus will acquire Marsac 100 at the sheriff's sale and sell it to a third party. The probability of this outcome is low.

Department Review

This report has been reviewed by the Executive Department, Budget and Finance Department, and the Community Development Department.

Funding Source

There is no funding required to acquire Marsac 100. If PCMC develops affordable housing on the property, funding would be available for the project. As part of the City Council adopted 5-year capital improvement plan, the City has allocated \$40 million over the next 5 to 7 years towards achieving its affordable housing goals. Funds have been allocated for land acquisition and construction cost. Of the \$40 million, \$35 million is to be achieved by leveraging a portion of the future 15-year property tax increment in the Lower Park Avenue RDA and through the revenue generated by the sale of the affordable housing units on the market. The remaining \$5 million will come from the Additional Resort Communities Sales Tax revenue.

The \$40 million, as budgeted, anticipates zero return on land acquisitions and an eighty percent (80%) recovery on construction costs in order to reach the sales of asset revenue needed to reach \$40 million in expendable affordable housing revenue. As affordable housing funds are allocated towards land acquisition, less funding is available for affordable housing construction subsidy. Therefore, a cost/return evaluation is conducted on each proposed affordable housing land acquisition. The Budget Department and Community Development Director have evaluated the Marsac 100 parcel and find that it is an appropriate use of affordable housing funds. Land

acquisition funds for this purchase will come from debt issued against the future 15-year property tax increment in the Lower Park Avenue RDA.

Attachments

Attachment A: Exchange Agreement For Real Property [Marsac 100]

Attachment B: Image of Marsac 100

Attachment A

EXCHANGE AGREEMENT FOR REAL PROPERTY [MARSAC 100]

THIS EXCHANGE AGREEMENT FOR REAL PROPERTY (this “**Agreement**”) is entered into this 8th day of June, 2017, by and between **REDUS PARK CITY LLC**, a Delaware limited liability company (“**REDUS**”), and **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah (the “**City**”).

WHEREAS, as more specifically described in this Agreement, REDUS expects to obtain ownership of certain real property in Summit County (“**County**”), State of Utah (“**State**”), as more particularly described on **Exhibit “A,”** attached hereto and made a part hereof (the “**Property**”);

WHEREAS, REDUS is the owner of certain real properties located within the municipal boundaries of the City, and in the development area known as “**Empire Pass**” and the Flagstaff Annexation area (collectively, the “**Remaining Property**”); the Remaining Property includes those certain lots more particularly described on **Exhibit “B,”** attached hereto and made a part hereof (collectively, the “**Remaining Lots**”);

WHEREAS, the Remaining Property is subject to the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn’s Junction Parcel and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the “**Development Agreement**”). City is a party to the Development Agreement and the Development Agreement describes, among other things, Empire Pass; and

WHEREAS, upon the satisfaction of the conditions stated in this Agreement, REDUS desires to convey the Property to the City in exchange for City’s grant of certain benefits and agreements to REDUS and its affiliates or related entities, as described herein and pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and sufficient consideration and the mutual promises of the parties as set forth herein, REDUS does hereby agree to convey to the City and the City agrees to acquire from REDUS in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

1. **DUE DILIGENCE SATISFIED.** The City is familiar with the Property, the City has satisfied itself as to the condition, including, without limitation, the environmental condition, of the Property, and the City is willing to purchase the Property in its “As-Is” condition as further described in Paragraph 9 below.

2. **CONSIDERATION AND TRANSACTION DOCUMENTS.** City desires to acquire, and REDUS desires to convey, the Property strictly in accordance with the terms and conditions set forth below. As a part of the transaction described in this Agreement, and as consideration for REDUS’s conveyance of the Property to City at Closing, City will execute, or cause the appropriate party to execute, certain acknowledgements or agreements in form and substance acceptable to the parties (the “**Acknowledgments and Agreements**”) granting, addressing, and/or confirming the benefits and consideration set forth in subparagraph 2(a)

below not less than ten (10) days prior to the Closing, all as described in this Agreement. Such Acknowledgments and Agreements shall provide that the benefits and consideration will inure to the benefit of REDUS and the parties thereto, and their respective successors or assigns, and REDUS may require that certain of the Acknowledgments and Agreements be in a form which would allow recording with the Summit County Recorder's Office.

2(a) Offsite Affordable Housing. REDUS shall be entitled to sell or develop the Remaining Properties, including the Remaining Lots, free of any obligation under the Development Agreement to develop, construct, or pay fees for any off-site affordable housing and any such off-site affordable housing requirements outstanding as of the date of Closing, and as further described in the Development Agreement, shall be deemed satisfied, terminated, and fulfilled as of the Closing. Nothing in this Agreement or in the Acknowledgement and Agreement to be delivered at Closing shall eliminate the requirement for the owner(s) of the Remaining Lots to develop and construct the remaining on-site affordable housing units on the Remaining Lots required by the Development Agreement

2(b) Survival. The obligations contained in subparagraph 2(a) shall expressly survive the Closing of this Agreement.

3. OWNERSHIP CONDITION; CLOSING.

3(a) City acknowledges that REDUS does not currently own the Property. REDUS's affiliate intends to foreclose its lien against the Property and cause title to the Property to be conveyed to REDUS by means of a sheriff's deed from the Summit County Sheriff, or to REDUS's affiliate by means of a deed-in-lieu of foreclosure, and subsequently transfer title to the Property to REDUS, or, alternatively, as decided by REDUS, at REDUS' direction instruct the Summit County Sheriff to issue the sheriff's deed to City in connection with a Closing. The foreclosure and transfer of the Property, as described in the preceding sentence, is referred to in this Agreement as the "**Ownership Condition.**" After the Effective Date and continuing thereafter until satisfaction of the Ownership Condition, REDUS agrees to use reasonable efforts to acquire title to the Property as described in this subparagraph. REDUS shall provide prompt written notice to City and Escrow Agent upon satisfaction of the Ownership Condition. In the event that the Ownership Condition is not satisfied on or before August 15, 2017, REDUS may terminate this Agreement by delivering written notice to City, and upon the delivery of such written notice this Agreement shall terminate, in which case the parties shall be relieved of further liability hereunder except for those obligations that expressly survive the termination of this Agreement. In the event REDUS and City agree to cause the Property to be conveyed directly to City by sheriff's deed as provided above, REDUS shall provide notice to the Summit County Sheriff that REDUS has assigned its rights as the high bidder to the City and cause that language disclosing and describing such assignment to the City be included in the Certificate of Sale and that the sheriff's deed be issued directly to City. In the event of such assignment and conveyance to City, it shall be the intention of the parties that City obtain all rights and benefits as purchaser of the Property, including the right to receive payment "in the full amount of the

3(b) The closing (the "**Closing**") shall occur within fourteen (14) days after delivery of REDUS's notice that the Ownership Condition has been satisfied, or such other date agreed upon by the parties (the date of Closing is referred to as the "**Closing Date**"). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Notwithstanding the foregoing, in the event that all City Conditions Precedent to Closing have been satisfied except for the Ownership Condition, REDUS and City shall execute and deliver all necessary documents and funds for Closing to Escrow Agent and Escrow Agent shall be authorized to close this transaction as contemplated herein immediately after satisfaction of the Ownership Condition.

4. TITLE.

4(a) REDUS has obtained a title insurance commitment issued by the Escrow Agent, as agent for Stewart Title Guaranty Company, under Order No. 26885 with an effective date of April 17, 2017, setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the "**Commitment**"). In no event shall REDUS be obligated to pay any premium for a new owner's policy, the cost of obtaining the Commitment, or any other costs related to title insurance. City has expressly approved the Commitment and all matters reflected therein shall be deemed "Permitted Exceptions" under this Agreement, and City shall take title to the Property at Closing subject to all Permitted Exceptions.

4(b) City shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to City an ALTA title insurance policy as to such portion of the Property qualifying for such under the survey, and a standard coverage (or other form standard for similar transactions in the State) owner's form title policy (the "**Title Policy**"), in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in City subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as City may reasonably require; provided that (a) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, REDUS, (b) City's obligations under this Agreement shall not be conditioned upon City's ability to obtain such Title Policy or any endorsements to the Title Policy and, if City is unable to obtain a Title Policy and/or any such endorsements, City shall nevertheless be obligated to proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price unless agreed to in writing by the Parties, and (c) the Closing shall not be delayed as a result of City's aforementioned request.

4(c) At the Closing, REDUS shall convey fee title to the Property by providing a Special Warranty Deed, or causing the Summit County Sheriff to provide a sheriff's deed conveying the Property to City (as applicable, the "**Deed**"), subject to the Permitted Exceptions [defined below].

4(d) If applicable, City shall have the right to deliver to REDUS a written notice ("**New Title Exception Notice**") at any time prior to the Closing Date, but not more than five (5) days after the date of City's discovery of any title exception which (i) first arises of record following the Effective Date, (ii) was not created due to the acts of City, (iii) has not been consented to by City, and (iv) materially adversely affects the Property (each, a "**New Title**

Exception”), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to City. If City timely delivers a New Title Exception Notice to REDUS, the following provisions shall apply:

(i) Upon City’s delivery to REDUS of the New Title Exception Notice, REDUS may, but shall not be obligated to, (i) remove or correct the New Title Exception to City’s reasonable satisfaction on or prior to the Closing Date, or (ii) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.

(ii) REDUS shall have the unilateral right, based on REDUS’s discretion or for the purpose of performing REDUS’s obligations or exercising REDUS’s rights under this Paragraph 4(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to City of written notice to such effect not more than five (5) business days after REDUS’s receipt of a New Title Exception Notice. The period of any such unilateral extension by REDUS pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by REDUS to extend the Closing Date as set forth above, City may elect at any time to waive City’s objection to such New Title Exception by giving written notice thereof to REDUS, in which case REDUS and City shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder). In the event REDUS is unable or unwilling to remove or correct the New Title Exception to City’s reasonable satisfaction within the time period provided herein or cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception, City may terminate this Agreement by delivering written notice to REDUS, in which case the parties shall be relieved of further liability hereunder except for those that expressly survive the termination of this Agreement.

5. CONDITIONS PRECEDENT TO CLOSING.

5(a) City’s Conditions Precedent. The obligation of City to consummate the transactions contemplated in this Agreement shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by City in its sole and absolute discretion (the “**City Conditions Precedent to Closing**”):

(i) All conditions of title have been met pursuant to Paragraph 6(a) hereof;

(ii) REDUS is not in default of this Agreement;

(iii) The representations and warranties by REDUS contained in this Agreement must be true; and

(iv) The Ownership Condition has been satisfied.

(v) REDUS shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by REDUS at or prior to the Closing Date.

In the event that any of the foregoing City Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then City shall, as its sole remedy, either (i) waive the applicable unsatisfied City Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to REDUS, in which case the parties shall be relieved of further liability hereunder, except for those obligations which expressly survive the termination of this Agreement. If REDUS has breached the Agreement, City is entitled to the remedy described in Paragraph 7(b) below.

5(b) REDUS's Conditions Precedent. The obligation of REDUS to consummate the transactions contemplated in this Agreement, including transfer of the Property to the City, shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by REDUS in its sole and absolute discretion (the "**REDUS Conditions Precedent to Closing**")

(i) REDUS's managers and members shall have approved this Agreement and REDUS's sale of the Property to City pursuant to this Agreement;

(ii) The representations, warranties and covenants of City set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 13 hereof;

(iii) The Ownership Condition has been satisfied;

(iv) City is not in default of this Agreement; and

(v) City shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by City at or prior to the Closing Date.

In the event that any of the foregoing REDUS Conditions Precedent to Closing are not satisfied, and are not waived by REDUS on or before the Closing Date, REDUS may terminate this Agreement and seek any and all remedies available to REDUS contained Paragraph 7(a).

6. CLOSINGS, CONVEYANCE AND TITLE.

6(a) Title to the Property is to be conveyed hereunder subject to (i) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record, (ii) all gas, water, and mineral rights of others, (iii) any matters that would be disclosed by an accurate, current survey and inspection of the Property, (iv) the lien of ad valorem real estate taxes for the then-current year, (v) any third party rights of redemption in and to the Property, and (vi) all matters in the Commitment deemed Permitted Exceptions pursuant to Paragraph 4(a) (collectively, the "**Permitted Exceptions**").

6(b) Any escrow fee shall be equally shared between City and REDUS. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or City's financing shall be at City's expense. City shall also pay all costs and expenses associated with City's procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, REDUS and City will each be solely responsible for and bear all of their own respective expenses.

6(c) REDUS shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and City shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

6(d) At or prior to Closing, REDUS shall deliver to City a "Certification of Non-Foreign Status" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

7. DEFAULT; LIABILITY OF PARTIES.

7(a) Notwithstanding anything to the contrary contained herein, in the event all City Conditions Precedent to Closing are satisfied and City breaches, or defaults under, this Agreement (which breach, failure or default is not remedied or cured by City pursuant to any applicable provisions hereof), REDUS shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive payment from City in the amount of Five Thousand and No/100 Dollars (\$5,000.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining REDUS's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by REDUS and City to anticipate the consequence to REDUS of City's breach.

7(b) Notwithstanding anything to the contrary contained herein, in the event all REDUS Conditions Precedent to Closing are satisfied and REDUS breaches this Agreement (which breach, failure or default is not remedied or cured by REDUS pursuant to any applicable provisions hereof) City shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive payment from REDUS in the amount of Five Thousand and No/100 Dollars (\$5,000.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining City's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by REDUS and City to anticipate the consequence to City of REDUS's breach. In the event of a breach and delivery of the liquidated damage amount described in this subparagraph, REDUS shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall City be entitled to any other remedies other than those expressly provided herein. Each of REDUS and City has dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph

7(b) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

7(c) Each of REDUS and City has dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 7(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

7(d) No failure(s) or default(s) by City or REDUS shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure).

7(e) If REDUS breaches this Agreement, and the breach is discovered prior to Closing, City's sole remedy is described in Paragraph 7(b) of this Agreement. Except as to a breach by REDUS of any warranty, representation or covenant contained in Paragraph 7(c) or Paragraph 8 of this Agreement, if REDUS breaches this Agreement, and such breach is discovered after Closing, City shall have no remedy or recourse against REDUS. City has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that REDUS breached any warranty, representation or covenant contained in Paragraph 7(c) or Paragraph 8 of this Agreement, and if City notifies REDUS in writing of any such breach within six (6) months of the Closing, City's sole remedy shall be one of the following: (i) cure of the breach by or on account of REDUS; or (ii) payment of appropriate monetary compensation by REDUS to City for such breach. City hereby agrees that in no event will the liability of REDUS under this Agreement (including, without limitation, any liability of REDUS for breach or default under any representation, warranty or covenant made by REDUS in Paragraph 7(c) or Paragraph 8 hereof) exceed, in the aggregate, \$5,000.00.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS.

8(a) REDUS hereby represents, warrants and covenants to City that:

(i) Except as otherwise provided in this Agreement, REDUS has granted no person any contract right or other right to possession of any portion of the Property.

(ii) Except as may be required by law or agreed to by City in writing, REDUS shall not materially alter the condition of the Property during the term of this Agreement, to the extent that the Property is under its control.

(iii) Subject to the satisfaction of the Ownership Condition, REDUS has the full right, power, and authority to sell the Property to the City as provided in this Agreement and all required action necessary to authorize REDUS to enter into this Agreement has been or will have been taken prior to the Effective Date. REDUS shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize REDUS to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

8(b) City warrants, represents and covenants to REDUS that City has the full right, power, and authority to purchase the Property from REDUS as provided in this Agreement and all required action necessary to authorize City to enter into this Agreement has been or will have been taken prior to the Effective Date. City shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize City to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

9. AS-IS. CITY ACKNOWLEDGES TO AND AGREES WITH REDUS THAT CITY IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF REDUS OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

CITY ACKNOWLEDGES THAT CITY HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF REDUS.

CITY HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON REDUS, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND REDUS HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY,

MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

CITY ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS CITY DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF CITY SHALL BE DEEMED TO INCLUDE A PHASE I ENVIRONMENTAL SITE ASSESSMENT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

CITY ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING REDUS'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY REDUS OR RELIED UPON BY CITY WHATSOEVER.

CITY ACKNOWLEDGES THAT REDUS HOLDS TITLE TO THE PROPERTY, THROUGH FORECLOSURE OR OTHERWISE, PRIMARILY TO PROTECT ITS SECURITY INTEREST WITHIN THE MEANING OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ. AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT TO THE EXTENT ARISING OUT OF A BREACH BY REDUS OF THE PROVISIONS IN PARAGRAPH 8(a)(ii), CITY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST REDUS WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE

PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, RCRA, AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE, RELEASE, OR DISCHARGE ANY CLAIM THE CITY HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST ANY PARTY OTHER THAN REDUS OR ITS AFFILIATES, PARENT ENTITIES, SUBSIDIARIES, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. THE WAIVERS, RELEASES AND DISCHARGES OF CITY CONTAINED IN THIS PARAGRAPH 9 SHALL NOT APPLY TO REDUS'S PREDECESSORS IN TITLE.

CITY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 9 SHALL EXPRESSLY SURVIVE THE CLOSING AND THE RECORDATION OF THE DEED FOR THE PROPERTY.

10. ASSIGNMENT; SURVIVAL. City may not assign this Agreement to any party without the express written consent of REDUS, which consent may be withheld for any reason or no reason; provided, however, City may assign this Agreement without REDUS's consent to any entity 100% owned by City. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of REDUS hereunder shall survive Closing for only six (6) months.

11. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between REDUS and City and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. REDUS and City shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with

the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of City and REDUS. City and REDUS both hereby acknowledge and agree that Escrow Agent shall hold and deliver any deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both REDUS and City in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both City and REDUS in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

12. RELATED PARTIES. City represents to REDUS that neither City nor any person having control over City is employed by, or is a family member purchasing directly or indirectly for the benefit of anyone who is employed by Wells Fargo & Company or any of its subsidiaries. For purposes of this representation "family member" is defined as a spouse, a domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.

13. OFAC COMPLIANCE. City represents and warrants that: (i) it is not on an SDN List [defined below], nor is it directly or indirectly owned or controlled by an SDN [defined below]; and (ii) the transfer of the Property, and the consummation of any other transaction contemplated by this Agreement, will not violate any country sanctions program administered and enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. For the purposes hereof, an "SDN List" is defined as one of the lists published by OFAC of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under OFAC programs that are not country-specific, and an "SDN" is one of the individuals or companies listed on an SDN List. City shall provide its Federal Employee Identification Number or similar identification number to REDUS upon request in order that REDUS may verify the representations and warranties of this Section 13.

14. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of City and REDUS ("**Effective Date**").

15. MISCELLANEOUS.

15(a) All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to City:	Park City Municipal Corporation P.O. Box 1480 Park City, Utah 84060 Attention: Office of the Mayor Email: jack@parkcity.org
with a copy to:	Park City Municipal Corporation P.O. Box 1480 Park City, Utah 84060 Attention: Thomas Daley, Esq. Email: tdaley@parkcity.org
If to REDUS:	Wells Fargo Bank, N.A. c/o Wells Fargo Bank, Wholesale Commercial ORE 333 Market Street, 3 rd Floor San Francisco, CA 94105 Attention: David Ash Email: david.ash@wellsfargo.com
with a copy to:	Wells Fargo Bank, N.A. c/o Wells Fargo Law Department MAC A0194-273 45 Fremont Street, 27 th Floor San Francisco, California 94105 Attention: Alilda Ferraro, Esq. Email: alilda.ferraro@wellsfargo.com
and, with a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, Utah 84101 Attention: Wade R. Budge, Esq. Email: wbudge@swlaw.com
If to Escrow Agent:	Coalition Title Agency 2200 Park Ave., #C100 Park City, Utah 84060 Attention: Roger Cater Email: roger@coalitiontitle.com

The parties hereto shall be responsible for notifying each other of any change of address.

15(b) If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

15(c) It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of REDUS's and City's obligations hereunder.

15(d) Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday on which Wells Fargo Bank, N.A. is closed for business in the United States (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

15(e) This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15(f) Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

15(g) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15(h) In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

15(i) For purposes of this Agreement and any document delivered at Closing, all references to REDUS's knowledge, including, without limitation, whenever the phrase "to REDUS's actual knowledge," or the "knowledge" of REDUS or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of REDUS's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to REDUS by any other person or entity. "**REDUS's Representative**" means and shall be limited to David Ash, a Senior Vice President in the Wholesale Commercial ORE Group at Wells Fargo Bank, N.A.

15(j) City expressly agrees and acknowledges that (i) City's obligations hereunder are not in any way conditional upon, or qualified by, City's ability to obtain financing of any type or nature whatsoever (whether by way of debt, financing or equity investment or

otherwise) to consummate the transactions contemplated hereby, and (ii) City shall not use all or any portion of the proceeds of any loan or other credit accommodation from REDUS or REDUS's parent, subsidiaries or affiliates (including, without limitation, Wells Fargo Bank, N.A.) in order to provide for any portion of the Purchase Price for this Agreement without REDUS's prior written consent.

15(k) City and REDUS shall reasonably cooperate with respect to a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code ("**1031 Exchange**"), provided such 1031 Exchange shall not impose on City or REDUS any additional liability or financial obligation, shall not delay Closing, and City and REDUS shall indemnify, defend and hold each other harmless for, from and against any claims, damages or expenses arising in connection with or resulting from City's or REDUS's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon either party's ability to consummate its 1031 Exchange.

15(l) Neither this Agreement nor a memorandum thereof shall be filed or recorded by REDUS or City.

15(m) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE. CITY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN THE STATE. CITY AND REDUS AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE INTERPRETED TO PROVIDE ANY GREATER RIGHTS OR ADDITIONAL CLAIMS TO CITY THAN AS OTHERWISE PROVIDED IN THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS, the following signatures:

REDUS:

REDUS PARK CITY LLC,

a Delaware limited liability company

By: REDUS PROPERTIES, INC., a
Delaware corporation

Its: Manager

By:

Daniel Bartok, President

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Jack Thomas, Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

(SIGNATURES CONTINUE ON NEXT PAGE)

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 6(c) and 11 hereof.

ESCROW AGENT:

COALITION TITLE AGENCY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

PROPERTY

A parcel of land located in the Southeast quarter of Section 16 and the Northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is East 322.35 feet and South 980.97 feet from the street monument at the centerline intersection of Marsac Avenue and Fourth Street, Amended Plat of Park City, Summit County, Utah, recorded November 23, 1911 in the Summit County Recorder's Office, said point being on the Easterly boundary of the Marsac Avenue (SR 224) Right-of-Way, Entry number 825734, Summit County Recorder's Office and running thence along the Southerly line of the Habitat Replat recorded November 2, 2010 as Entry No. 910080, Summit County Recorder's Office, North 66°22'00" East 77.95 feet to a point on platted Marsac Avenue (Amended Plat of Park City); running thence along said platted Marsac Avenue South 23°38'00" East 7.82 feet to a point on a non-tangent curve to the left having a radius of 563.36 feet, of which the radius point bears North 76°56'14" West, said point also being on the Westerly boundary of that certain Warranty Deed recorded December 28, 1976 as Entry No. 135522 in Book M88 at page 575 on file and of record in the office of the Recorder, Summit County, Utah; thence along said curve 9.69 feet through a central angle of 00°59'09" to a point on the Southerly line of the Habitat Replat; thence along the Southerly boundary of said Habitat Replat the following (2) courses: 1) North 66°22'00" East 14.27 feet; thence (2) North 23°38'00" West 20.83 feet to a point on a non-tangent curve to the left having a radius of 563.36 feet, of which the radius point bears North 76°56'14" West, said point also being on the Westerly boundary of that certain Warranty Deed recorded December 28, 1976 as Entry No. 135522 in Book M88 at page 575 on file and of record in the office of the Recorder, Summit County, Utah; thence along said curve 38.64 feet through a central angle of 03°55'49" to a point on the Westerly boundary of the Block 52 Replat, according to the official plat on file and of record in the office of the Recorder, Summit County, Utah, recorded as Entry No. 636341; thence along the Westerly boundary of said Block 52 Replat the following (3) courses: 1) South 23°38'00" East 104.17 feet to a point on a non-tangent curve to the right having a radius of 308.94 feet, of which the radius point bears North 73°46'25" West; thence 2) along said curve 32.73 feet through a central angle of 06°04' 15"; thence 3) South 70°39'26" East 25.97 feet to a point on the Easterly boundary of that certain Warranty Deed recorded December 28, 1976 as Entry No. 135522 in Book M88 at page 575 on file and of record in the office of the Recorder, Summit County, Utah; thence South 14°52'52" West (deed South 14°56'00" West) 58.99 feet to a point on platted Marsac Avenue; running thence along said platted Marsac Avenue (Amended Plat of Park City) South 23°38'00" East 107.16 feet to a point on platted Seventh Street (also known as First Street Amended Plat of Park City); running thence along said platted Seventh Street (aka First Street) South 66°22'00" West 68.01 feet to a point on a non-tangent curve to the left having a radius of 521.44 feet, of which the radius point bears South 88°11'32" East, said point also being on the Easterly boundary of that certain Warranty Deed recorded December 28, 1976 as Entry No. 135522 in Book M88 at page 575 on file and of record in the office of the Recorder, Summit County, Utah; thence along said curve 32.76 feet through a central angle of 03°35'57" to a point on platted Seventh Street (aka First Street); running thence along said platted Seventh Street North

66°22'00" East 81.15 feet to a point on platted Marsac Avenue (Amended Plat of Park City); running thence along said Platted Marsac Avenue South 23°38'00" East 49.63 feet to a point on the Easterly line of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence along the Easterly line of said Section 16 South 00°03'57" East 283.93 feet to the Northeast corner of Section 21; thence along the Easterly line of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian South 00°07'45" West 103.99 feet; thence South 89°25'52" West 119.75 feet to a point on a non-tangent curve to the left having a radius of 660.00 feet, of which the radius point bears South 86°12'43" West, said point also being on the Easterly boundary of Marsac Avenue Right-of-Way, according to the official plat thereof on file and of record in the office of the Recorder, Summit County, Utah, recorded as Entry No. 825734; thence along the Easterly boundary of said Marsac Avenue Right-of-Way the following six (6) courses: 1) Northerly along the arc of said curve 15.65 feet through a central angle of 01°21'32"; thence 2) North 05°08'49" West (North 04°34'42" West Marsac Right-of-Way) 48.61 feet to a point on a curve to the left having a radius of 1025.00 feet, of which the radius point bears South 84°51'11" West; thence 3) along the arc of said curve 183.43 feet through a central angle of 10°15'12" to a point of reverse curve to the right having a radius of 975.00 feet, of which the radius point bears North 74°35'59" East; thence 4) Northerly along the arc of said curve 266.51 feet through a central angle of 15°39'40" to a point of reverse curve to the left having a radius of 1025.00 feet, of which the radius point bears North 89°44'21" West; thence 5) Northerly along the arc of said curve 96.91 feet through a central angle of 05°25'03"; thence 6) North 05°09'24" West (North 04°35'17" West Marsac Right-of-Way) 51.30 feet to the point of beginning.

(Part of Tax Serial No. PC-730, Part of Tax Serial No. PC-S-46-B and Part of Tax Serial No. PC-430-R)

EXHIBIT "B"

REMAINING LOTS

Site 3 Village Way Parcel

That certain real property located in Summit County, State of Utah, more particularly described as follows:

A parcel of land located in the northeast quarter of Section 28 and the southeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 88°09'24" East 201.22 feet along section line and South 159.30 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the northeasterly corner of Shooting Star Lodge, recorded November 24, 2004, as Entry No. 718084 in the Office of the Summit County Recorder and on the westerly boundary of Village Way right-of-way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034; and running thence along the northerly boundary of said Shooting Star Lodge, South 89°36'26" West 151.81 feet; thence North 15°22'27" West 54.00 feet; thence North 03°43'15" East 134.23 feet; thence South 85°48'47" East 7.34 feet; thence North 42°44'41" East 19.25 feet; thence North 03°55'31" East 28.19 feet; thence South 68°57'55" East 114.91 feet to a non tangent curve to the left having a radius of 52.50 feet, of which the radius point bears South 69°03'43" East, said point being on the westerly boundary of Village Way; thence along the westerly boundary of Village Way the following two (2) courses: 1) southerly along the arc of said curve 29.23 feet through a central angle of 31°53'59"; thence 2) South 10°57'43" East 159.62 feet to the point of beginning.

Tax Serial No. PCA-S-98-EE

Site 4 Village Way Parcel

A parcel of land located in the northeast quarter of Section 28 and the southeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North $88^{\circ}09'24''$ East 390.39 feet along section line and South 118.26 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being at the intersection of Village Way right-of-way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Summit County Recorder and Marsac Avenue right-of-way of the Marsac Avenue Right Of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Summit County Recorder, and also being on a curve to the right having a radius of 15.00 feet, of which the radius point bears North $38^{\circ}57'06''$ West; and running thence westerly along the boundary of Village Way, the following four (4) courses: 1) along the arc of said curve 16.07 feet through a central angle of $61^{\circ}23'47''$ to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North $22^{\circ}26'41''$ East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of $35^{\circ}13'44''$; thence 3) North $32^{\circ}19'35''$ West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South $57^{\circ}40'25''$ West; thence 4) along the arc of said curve 116.13 feet through a central angle of $126^{\circ}44'09''$; thence North $68^{\circ}57'55''$ West 114.91 feet; thence North $34^{\circ}58'32''$ West 19.27 feet; thence North $43^{\circ}55'51''$ West 10.17 feet; thence North $86^{\circ}16'45''$ West 29.93 feet; thence North $03^{\circ}28'20''$ West 163.75 feet to the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence along said Marsac Mining Claim, the following five (5) courses: 1) South $68^{\circ}50'00''$ East 113.41 feet; thence 2) North $11^{\circ}45'46''$ East 1.93 feet; thence 3) South $64^{\circ}00'00''$ East 25.34 feet; thence 4) North $35^{\circ}00'00''$ East 79.48 feet; thence 5) North $55^{\circ}00'00''$ West 182.41 feet; thence North $48^{\circ}44'32''$ East 135.77 feet to a point on the westerly boundary of Marsac Avenue, said point also being on a non tangent curve to the right having a radius of 125.00 feet, of which the radius point bears South $36^{\circ}35'42''$ West; and running thence southeasterly along the westerly boundary of Marsac Avenue the following four (4) courses: 1) along the arc of said curve 99.85 feet through a central angle of $45^{\circ}46'01''$ to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North $82^{\circ}21'42''$ East; thence 2) southerly along the arc of said curve 352.06 feet through a central angle of $26^{\circ}01'39''$ to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South $56^{\circ}20'03''$ West; thence 3) southeasterly along the arc of said curve 186.58 feet through a central angle of $14^{\circ}44'43''$ to the point of beginning.

Description contains 1.57 acres.

Tax Serial No. PCA-S-98-DD

Lot 1 Empire Pass

All of Lot 1, The Village at Empire Pass, Phase 1, according to the official plat filed November 24, 2004 as Entry No. 718034 in the office of the Summit County Recorder.

Tax Serial No. VEMP-1-1

Lot 2 Empire Pass

ALL OF LOT 2, THE VILLAGE AT EMPIRE PASS, PHASE I, ACCORDING TO THE OFFICIAL PLAT FILED NOVEMBER 24, 2004 AS ENTRY NO. 718034 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

Tax Serial No. VEMP-1-2

Lot 9 Empire Pass

ALL OF LOT 9, THE VILLAGE AT EMPIRE PASS PHASE 1, LOT 9 FIRST AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

Tax Serial No. VEMP-1-9-1AM

Marsac Horseshoe Parcel

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT THAT IS NORTH 88°09'24" EAST 2255.50 FEET ALONG SECTION LINE AND NORTH 385.45 FEET FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THE MARSAC AVENUE RIGHT OF WAY, ACCORDING TO THE OFFICIAL

PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; AND RUNNING THENCE NORTH 48°39'41" WEST 146.66 FEET; THENCE NORTH 42°52'33" EAST 226.98 FEET; THENCE NORTH 77°20'25" EAST 168.54 FEET; THENCE NORTH 67°04'29" EAST 217.09 FEET; THENCE SOUTH 80°27'35" EAST 106.33 FEET; THENCE SOUTH 36°22'10" EAST 230.71 FEET; THENCE SOUTH 27°16'00" EAST 272.20 FEET; THENCE SOUTH 70°23'37" WEST 169.25 FEET TO A POINT ON THE NORTHERLY LINE OF MARSAC AVENUE RIGHT OF WAY AND ON A 725.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE NORTHERLY LINE OF THE MARSAC AVENUE RIGHT OF WAY THE FOLLOWING SIX (6) COURSES: 1) NORTHERLY ALONG THE ARC OF SAID CURVE 141.56 FEET (CHORD BEARS NORTH 13°13'54" WEST 141.33 FEET) TO A POINT ON A 175.00 FOOT RADIUS REVERSE CURVE TO THE LEFT OF WHICH THE RADIUS POINT BEARS SOUTH 82°21'42" WEST; THENCE 2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE 290.23 FEET THROUGH A CENTRAL ANGLE OF 95°01'25"; THENCE 3) SOUTH 77°20'18" WEST 65.40 FEET TO A POINT ON A 625.00 FOOT RADIUS CURVE TO THE LEFT OF WHICH THE RADIUS POINT BEARS SOUTH 12°39'42" EAST; THENCE 4) WESTERLY ALONG THE ARC OF SAID CURVE 155.41 FEET THROUGH A CENTRAL ANGLE OF 14°14'48"; THENCE 5) SOUTH 63°05'30" WEST 116.81 FEET TO A POINT ON A 168.63 FOOT RADIUS CURVE TO THE LEFT OF WHICH THE RADIUS POINT BEARS SOUTH 26°54'30" EAST; THENCE 6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 75.63 FEET THROUGH A CENTRAL ANGLE OF 25°41'54" TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE MARSAC LODE MINING CLAIM, LOT 61.

(Tax Serial No. PCA-S-98-BB)

B2 East Parcel

A parcel of land located in the west half of Section 28 and the southeast quarter of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point that is North 00°30'49" West 2213.49 feet along Section Line and East 56.55 feet from a GLO stone monument at the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly line of the Marsac Avenue Right of Way, recorded June 28, 2003, as Entry No. 623451 in the office of the Recorder, Summit County, Utah, and on a curve to the left having a radius of 80.00 feet, of which the radius point bears North 34°38'59" East; and running thence along the southerly line of the Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 147.00 feet through a central angle of 105°16'44" to a point on a reverse curve to the right having a radius of 15.00 feet, of which the radius point bears South 70°37'45" East; thence 2) northeasterly along the arc of said curve 16.15 feet through a central angle of 61°42'18" to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears North 08°55'27" West; thence 3) northeasterly along the arc of said curve 112.21 feet through a central angle of 64°17'22"; thence 4) North 16°47'11" East 56.03 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 73°12'49" East; thence 5) northeasterly along the arc of said curve 355.31 feet through a central angle of 38°46'34"; thence South 55°36'18" East 101.33 feet to a point on a curve to the left having a radius of 525.00 feet; thence southerly along the arc of said curve 44.31 feet through a central angle of 4°50'10"; thence South 02°12'30" West 119.72 feet to a point on a curve to the right having a radius of 30.00 feet, of which the radius point bears North 87°47'30" West; thence southerly along the arc of said curve 35.43 feet through a central angle of 67°39'38" to a point of reverse curve to the left having a radius of 85.00 feet, of which the radius point bears South 20°07'52" East; thence southwesterly along the arc of said curve 139.33 feet through a central angle of 93°54'58"; thence South 24°02'49" East 418.18 feet to a point on a curve to the right having a radius of 596.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 84.66 feet through a central angle of 08°08'19"; thence South 74°05'30" West 277.14 feet; thence North 47°13'14" West 209.96 feet; thence North 61°52'36" West 311.67 feet; thence North 35°40'02" West 47.30 feet; thence North 34°38'59" East 143.26 feet to the point of beginning

Description contains 6.91 acres.

Tax Serial No. PCA-S-98-GG-1

Red Cloud Lots

LOTS 1, 2 AND 3, RED CLOUD SUBDIVISION, AMENDMENT TO LOTS 1, 2, 3 AND 4, ACCORDING TO THE OFFICIAL PLAT RECORDED JULY 31, 2006, AS ENTRY NO. 785276 OF THE RECORDS OF THE SUMMIT COUNTY RECORDER.

(Tax Serial Nos. RCLD-1-AM, RCLD-2-AM and RCLD-3-AM)

AND

LOTS 5, 17, 19, 23, 27, 28 AND 29, RED CLOUD SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED JANUARY 27, 2005, AS ENTRY NO. 724721 OF THE RECORDS OF THE SUMMIT COUNTY RECORDER.

(Tax Serial Nos. RCLD-5, RCLD-17, RCLD-19, RCLD-23, RCLD-27, RCLD-28 and RCLD-29)

Twisted Branch

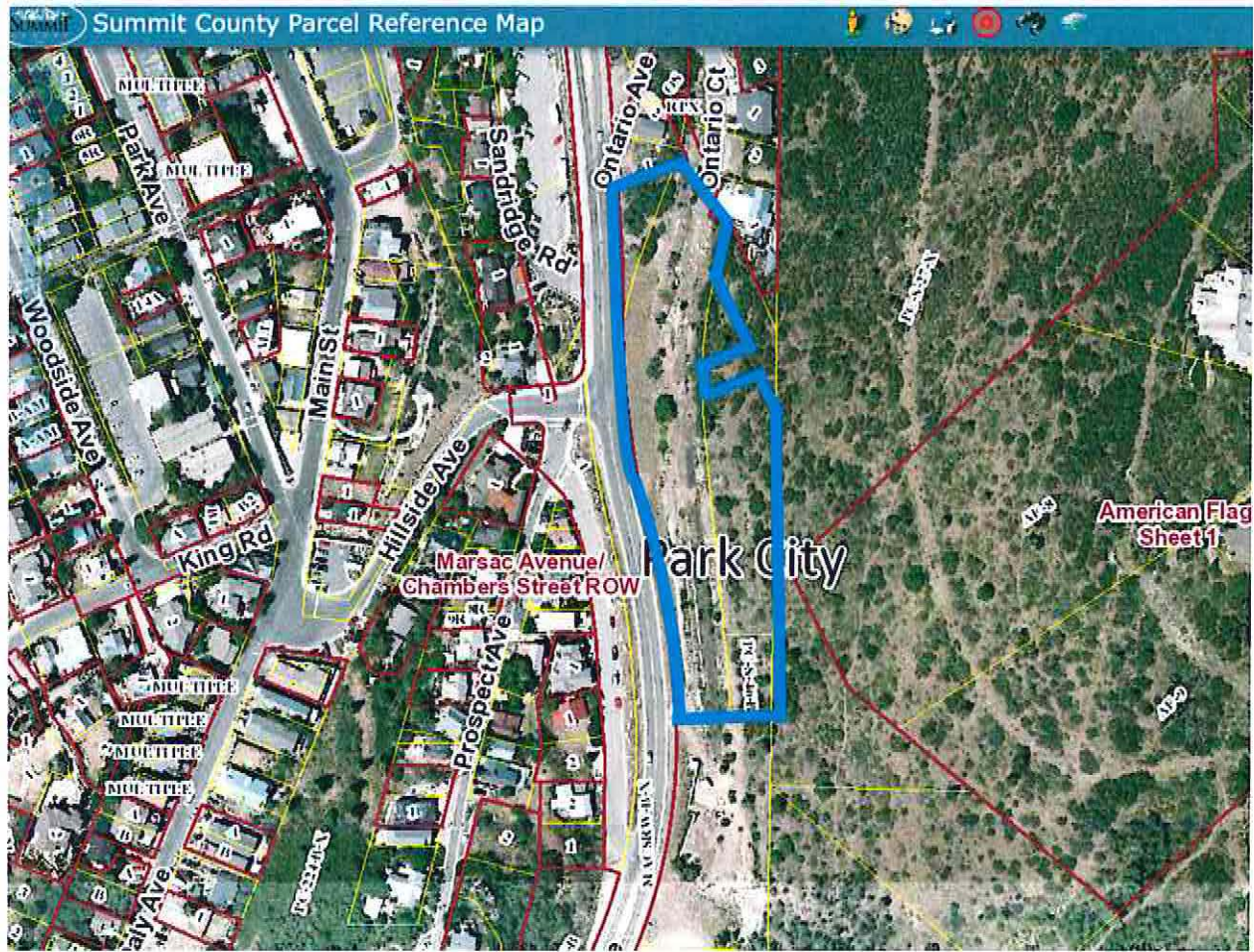
A parcel of land located in the west half of Section 28, the southeast quarter of Section 29, the northeast quarter of Section 32 and the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 00°30'49" West 157.00 feet coincident with the section line and East 643.05 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian (a 3-1/4" aluminum cap and pipe was set on the section line South 00°30'49" West 12.00 feet from the quarter corner location), said point being on the boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the office of the recorder, Summit County, Utah; and running thence along Marsac Avenue Right of Way South 64°06'13" East 50.00 feet; thence South 25°53'47" West 31.85 feet to a point on a curve to the left having a radius of 475.00 feet, of which the radius point bears South 64°06'13" East; thence along the arc of said curve 196.38 feet through a central angle of 23°41'17"; thence South 02°12'30" West 123.76 feet to a point on a curve to the left having a radius of 375.00 feet, of which the radius point bears South 87°47'30" East; thence along the arc of said curve 59.05 feet through a central angle of 09°01'18"; thence South 75°35'15" West 51.67 feet to a point on a curve to the left having a radius of 30.00 feet, of which the radius point bears South 14°24'45" East; thence along the arc of said curve 52.17 feet through a central angle of 99°38'04"; thence South 24°02'49" East 469.37 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 65°57'11" West; thence along the arc of said curve 428.20 feet through a central angle of 46°43'53" to a point of reverse curve to the left having a radius of 4475.00 feet, of which the radius point bears South 67°18'56" East; thence southerly along the arc of said curve 956.54 feet through a central angle of 12°14'50" to a point of compound curve to the left having a radius of 25.00 feet, of which the radius point bears South 79°33'46" East; thence easterly along the arc of said curve 76.99 feet through a central angle of 176°26'25" to a point of compound curve to the left having a radius of 4975.00 feet, of which the radius point bears North 76°00'10" West; thence northerly along the arc of said curve 321.87 feet through a central angle of 03°42'25" to a point of reverse curve to the right having a radius of 75.00 feet, of which the radius point bears South 79°42'35" East; thence easterly along the arc of said curve 226.54 feet through a central angle of 173°03'41"; thence South 03°21'06" West 392.14 feet to a point on a curve to the right having a radius of 1025.00 feet, of which the radius point bears North 86°38'54" West; thence along the arc of said curve 211.22 feet through a central angle of 11°48'25" to a point of compound curve to the right having a radius of 250.00 feet, of which the radius point bears North 74°50'29" West; thence southwesterly along the arc of said curve 149.56 feet through a central angle of 34°16'39"; thence South 49°26'10" West 233.46 feet to a point on a curve to the right having a radius of 275.00 feet, of which the radius point bears North 40°33'50" West; thence along the arc of said curve 241.95 feet through a central angle of 50°24'35" to a point of compound curve to the right having a radius of 305.00 feet, of which the radius point bears North 09°50'45" East; thence northwesterly along the arc of said curve 246.21 feet through a central angle of 46°15'05" to a point of reverse curve to the left having a radius of 40.00 feet, of which the radius point bears South 56°05'50" West; thence southwesterly along the arc of said curve 126.68 feet through a central angle of 181°26'58" to a point of reverse curve to the right having a radius of 1525.00 feet, of which the radius point bears South 54°38'52" West;

thence southeasterly along the arc of said curve 273.26 feet through a central angle of $10^{\circ}16'00''$ to a point of reverse curve to the left having a radius of 375.00 feet, of which the radius point bears North $64^{\circ}54'52''$ East; thence easterly along the arc of said curve 607.09 feet through a central angle of $92^{\circ}45'25''$; thence North $62^{\circ}09'27''$ East 324.38 feet to a point on a curve to the left having a radius of 425.00 feet, of which the radius point bears North $27^{\circ}50'33''$ West; thence along the arc of said curve 231.93 feet through a central angle of $31^{\circ}16'00''$ to a point of reverse curve to the right having a radius of 75.00 feet, of which the radius point bears South $59^{\circ}06'33''$ East; thence southeasterly along the arc of said curve 181.22 feet through a central angle of $138^{\circ}26'24''$ to a point on the southwesterly boundary of Red Cloud Subdivision, recorded January 27, 2005, as Entry No. 724721 in the office of the recorder, Summit County, Utah; thence coincident with the boundary of Red Cloud Subdivision the following five (5) courses: 1) continuing along the arc of said curve 80.07 feet through a central angle of $61^{\circ}10'16''$ to a point of reverse curve to the left having a radius of 215.00 feet, of which the radius point bears South $39^{\circ}29'53''$ East; thence 2) southwesterly along the arc of said curve 150.27 feet through a central angle of $40^{\circ}02'47''$; thence 3) South $10^{\circ}27'20''$ West 165.38 feet to a point on a curve to the right having a radius of 625.00 feet, of which the radius point bears North $79^{\circ}32'40''$ West; thence 4) along the arc of said curve 394.15 feet through a central angle of $36^{\circ}08'00''$; thence 5) South $46^{\circ}35'19''$ West 192.32 feet; thence continuing South $46^{\circ}35'19''$ West 19.00 feet; thence North $43^{\circ}24'41''$ West 50.00 feet; thence North $46^{\circ}35'19''$ East 211.31 feet to a point on a curve to the left having a radius of 575.00 feet, of which the radius point bears North $43^{\circ}24'41''$ West; thence along the arc of said curve 362.62 feet through a central angle of $36^{\circ}08'00''$; thence North $10^{\circ}27'20''$ East 165.38 feet to a point on a curve to the right having a radius of 265.00 feet, of which the radius point bears South $79^{\circ}32'40''$ East; thence along the arc of said curve 185.22 feet through a central angle of $40^{\circ}02'47''$ to a point of reverse curve to the left having a radius of 25.00 feet, of which the radius point bears North $39^{\circ}29'53''$ West; thence northwesterly along the arc of said curve 87.10 feet through a central angle of $199^{\circ}36'40''$ to a point of reverse curve to the right having a radius of 475.00 feet, of which the radius point bears North $59^{\circ}06'33''$ West; thence southwesterly along the arc of said curve 259.21 feet through a central angle of $31^{\circ}16'00''$; thence South $62^{\circ}09'27''$ West 324.38 feet to a point on a curve to the right having a radius of 425.00 feet, of which the radius point bears North $27^{\circ}50'33''$ West; thence along the arc of said curve 688.04 feet through a central angle of $92^{\circ}45'25''$ to a point of reverse curve to the left having a radius of 1475.00 feet, of which the radius point bears South $64^{\circ}54'52''$ West; thence northwesterly along the arc of said curve 264.30 feet through a central angle of $10^{\circ}16'00''$ to a point of reverse curve to the right having a radius of 90.00 feet, of which the radius point bears North $54^{\circ}38'52''$ East; thence northeasterly along the arc of said curve 285.02 feet through a central angle of $181^{\circ}26'58''$ to a point of reverse curve to the left having a radius of 255.00 feet, of which the radius point bears North $56^{\circ}05'50''$ East; thence southeasterly along the arc of said curve 205.85 feet through a central angle of $46^{\circ}15'05''$ to a point of compound curve to the left having a radius of 225.00 feet, of which the radius point bears North $09^{\circ}50'45''$ East; thence easterly along the arc of said curve 197.96 feet through a central angle of $50^{\circ}24'35''$; thence North $49^{\circ}26'10''$ East 233.46 feet to a point on a curve to the left having a radius of 200.00 feet, of which the radius point bears North $40^{\circ}33'50''$ West; thence along the arc of said curve 119.65 feet through a central angle of $34^{\circ}16'39''$ to a point of compound curve to the left having a radius of 975.00 feet, of which the radius point bears North $74^{\circ}50'29''$ West; thence northerly along the arc of said curve 200.92 feet through a central angle of $11^{\circ}48'25''$; thence North $03^{\circ}21'06''$ East 392.14 feet to a point on a curve to the left having a radius of 25.00 feet, of which the radius

point bears North 86°38'54" West; thence along the arc of said curve 75.51 feet through a central angle of 173°03'41" to a point of reverse curve to the right having a radius of 5025.00 feet, of which the radius point bears North 79°42'35" West; thence southerly along the arc of said curve 325.10 feet through a central angle of 03°42'25" to a point of compound curve to the right having a radius of 75.00 feet, of which the radius point bears North 76°00'10" West; thence westerly along the arc of said curve 230.96 feet through a central angle of 176°26'25" to a point of compound curve to the right having a radius of 4525.00 feet, of which the radius point bears South 79°33'46" East; thence northerly along the arc of said curve 967.23 feet through a central angle of 12°14'50" to a point of reverse curve to the left having a radius of 475.00 feet, of which the radius point bears North 67°18'56" West; thence northerly along the arc of said curve 387.42 feet through a central angle of 46°43'53"; thence North 24°02'49" West 469.37 feet to a point on a curve to the right having a radius of 80.00 feet, of which the radius point bears North 65°57'11" East; thence along the arc of said curve 139.12 feet through a central angle of 99°38'04"; thence North 75°35'15" East 10.21 feet to a point on a non tangent curve to the right having a radius of 425.00 feet, of which the radius point bears North 89°08'22" East; thence Northerly along the arc of said curve 22.76 feet through a central angle of 03°04'07"; thence North 02°12'30" East 123.76 feet to a point on a curve to the right having a radius of 525.00 feet, of which the radius point bears South 87°47'30" East; thence along the arc of said curve 217.05 feet through a central angle of 23°41'17"; thence North 25°53'47" East 31.85 feet to the point of beginning.

Description contains 8.26 acres.





DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

The Ontario Mine Bench, or "Mine Bench," is located on Marsac Avenue about 118 of a mile north of the Guardsman Connector Road leading to Silver Lake. (See image attached to the Agreement as Attachment B). The property is 30.56 acres and is currently owned by United Park City Mines Company (UPCM). Staff recommends acquiring the Mine Bench for essential municipal uses such as public works.

Respectfully:

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: Acquisition of the Ontario Mine Bench
Author: Tom Daley, Deputy City Attorney
Department: City Attorney's Office
Date: June 8, 2017
Type of Item: Administrative

Summary Recommendation

City Council should hold a public hearing and consider authorizing the Mayor to execute the "Exchange Agreement for Real Property [Mine Bench]" (the "Exchange Agreement") attached to this report as Attachment A.

Executive Summary

The Ontario Mine Bench, or "Mine Bench," is located on Marsac Avenue about 1/8 of a mile north of the Guardsman Connector Road leading to Silver Lake. (See image attached to the Agreement as Attachment B). The property is 30.56 acres and is currently owned by United Park City Mines Company (UPCM). Staff recommends acquiring the Mine Bench for essential municipal uses such as public works.

Acronyms

PCMC	Park City Municipal Corporation
UPCM	United Park City Mines Company
EPA	U.S. Environmental Protection Agency
EPHOA	Empire Pass Homeowners Association

The Opportunity

Acquisition of property to be used for essential municipal services.

Background and Analysis

In 2010, several Talisker entities borrowed \$150,000,000 from Wells Fargo. Midtown Acquisitions, a hedge fund based in Manhattan, later bought half of that loan. Talisker defaulted on the loan, and in 2015 Talisker entered a "confession of judgment" in the amount of \$184,000,000 in the Third District Court for Salt Lake County. The confession of judgment is in addition to and separate from the Wells Fargo action in the Third District Court for Summit County where the court ordered foreclosure on the assets securing the loan and the appointment of a receiver to take ownership of those assets. Wells Fargo and Midtown Acquisitions created Redus to foreclose on Talisker/UPCM property securing the loan (such as Bonanza Flat) and to lien, foreclose, and sell other Talisker/UPCM property (such as Marsac 100) to recoup its outstanding debt balance. While the underlying ownership of Marsac 100 is based on mining claims, the boundaries relevant to PCMC's acquisition are set by the legal description set forth in the order directing the Summit County Sheriff to sell the property at public auction.

PCMC annexed the Mine Bench into its corporate boundaries in a Recreation Open Space zone as part of the 1999 Flagstaff annexation.

Existing Uses of the Mine Bench

All current uses on the property are deemed existing, non-conforming uses. The current uses claimed by UPCM, as of June, 2016, are: "Office, maintenance, storage."

There are three buildings on the Mine Bench, which can be seen on the image on Attachment B:

Mine Bench 1: This is the southernmost building on the property. The Tower Club uses it for offices and storage and for staging dial-a-rides servicing Empire Pass. The building is two stories and consists of roughly 5,600 square feet of space.

Mine Bench 2: This is the building immediately north of Mine Bench 1. It has two oversized vehicle bays, a shop, an office, and a restroom. The Empire Pass Homeowner's Association uses this building for snow removal operations and similar uses.

Mine Bench 3: This building is 30,500 square feet total, with 17,500 square feet making up the location of the defunct mine adventure tour, a mezzanine shop and office space, and storage space. UPCM conveyed Jordanelle Special Service District the remaining 13,000 square feet, and this area is currently unused storage and the site of a failed 2,000' mine shaft. There is also a long-unused waste rock conveyor belt and a separate machine building, both of which were also conveyed to JSSD. All of the buildings are now either abandoned or used as storage of a broad range of items including the HOA's street sweeper, a ski boat, and furniture.

The North Parking Lot surrounds the three buildings on the Mine Bench. There is a gated entrance to this lot from Marsac Ave. The South Parking Lot has a separate entrance immediately to the south of the North Parking Lot. There is a boulder retaining wall between the two parking lots. There are no buildings or other improvements on the South Parking Lot.

None of the buildings on the Mine Bench are deemed "historic." They were all constructed in the 1970's. The mine shaft and associated infrastructure located within Mine Bench 3 may have historical significance but none, to date, have been formally designated or protected.

The Talisker Club 2.0 currently leases Mine Bench 1 and its associated parking. The Talisker Club 2.0 is the reincarnation of the Tower Club. The Tower Club was created to provide amenities to its members, most of whom were Empire Pass homeowners. In March, 2015, the district court ordered the transfer of the Tower Club into the hands of the court-appointed receiver and in late 2016 the Court ordered the transfer from the receiver to Redus. The Talisker Club 2.0's assets are the Tuhaye Golf Course and clubhouses; a 99 year lease of the Tower Club building in Empire Pass; the "Outpost" (teepee and sledding hill in Bonanza Flat which PCMC would lease to the Talisker Club 2.0 after closing on Bonanza Flat); and its membership roll.

Redus intends to sell the Talisker Club 2.0 to a third party under the condition that when the Talisker Club 2.0 is cash-neutral it will be turned over to its members.

The Empire Pass Homeowners Association (EPHOA) is the association for all homeowners in the Empire Pass subdivisions. Wells Fargo and its subsidiaries, such as Redus, will act as the HOA until the end of 2017 and/or when they are satisfied with the disposition of all of the foreclosed and liened Talisker/UPCM assets. The EPHOA currently leases Mine Bench 2 and its associated parking area. The EPHOA has entered into two separate agreements with the Utah Department of Transportation (UDOT) under which the EPHOA plows Marsac Avenue (SR224) from the Deer Valley roundabout to the gate located above the Empire Day Lodge. The EPHOA also maintains Twisted Branch Road.

Material Terms of the Exchange Agreement

Redus is willing to acquire the Mine Bench through the sheriff's sale and convey it to PCMC in exchange for PCMC relieving Redus of certain obligations under the development agreements related to Empire Pass. Specifically, Redus would forego the outstanding gondola payments and would forego the construction of additional trails related to the Empire Pass development. The former obligation is valued at \$500,000, and the latter is valued between \$0 and \$60,000. Redus' conveyance of Mine Bench to PCMC is also conditioned on PCMC accepting the leases to the Talisker Club 2.0 and the EPHOA, the terms of which are discussed below.

The conveyance of Mine Bench to PCMC will occur within fourteen (14) days of Redus taking title to the property through the sheriff's sale. The sheriff's sale is expected to occur in July, 2017. If Redus has not taken ownership of the property by August 15, 2017, and the Agreement is not extended by mutual agreement, the Agreement will terminate. In the event of termination prior to closing, damages for both Redus and PCMC are capped at \$10,000.

The Agreement provides that PCMC will purchase Marsac 100 As-Is, including all associated environmental liability.

Material Terms of the EPHOA Lease

a. PCMC will lease all of the building known as Mine Bench 2 to the EPHOA for a period of ninety-nine (99) years and the annual rent will start Thirty Thousand Dollars (\$30,000.00).

b. PCMC may redevelop the Mine Bench and relocate the EPHOA elsewhere on the Mine Bench so long as (i) the new location is equal or better; and (ii) the new location will accommodate the uses set out in the lease. If the parties agree in writing, the EPHOA may be relocated in part or in whole to facilities and premises located away from the Mine Bench Property.

c. In the event PCMC redevelops the Mine Bench and creates a new location for the EPHOA, EPHOA will pay as part of construction costs its proportionate share of costs of environmental removal and/or remediation associated with (i) the new building site, (ii) related utility infrastructure leading to the new building site, and (iii) up to fifty (50) feet of ingress and egress improvements measured from the new building. After redevelopment, the adjusted rent will be calculated by dividing construction costs by three hundred sixty (360) months and multiplying it by one hundred twenty percent (120%), ie EPHOA would pay for the construction of the new space over thirty (30) years along with a 20% premium.

d. Whether redevelopment occurs or not, the rent shall be adjusted every five years based on the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average (1982-84 = 100) (the "CPI").

Material Terms of the Talisker Club 2.0 Lease

a. PCMC will lease all of the building known as Mine Bench 1 to the Talisker Club 2.0 for a period of ninety-nine (99) years and the annual rent will start at Twelve Thousand Dollars (\$12,000.00).

b. Other than that difference, the same language as used in the EPHOA Lease would apply

Use of Mine Bench for Essential Municipal Services

PCMC should be able to continue "essential municipal services" uses on the Mine Bench without rezoning the property. The property could benefit the Streets, Public Utilities and Parks Maintenance departments. Staff views it as a potential satellite facility for snow removal in both Old Town and Deer Valley that would work well for storing salt, equipment, and other materials and that staging/storage of equipment and materials (road base, gravel, sandbags etc.) would improve PCMC's emergency responses. The Mine Bench would also be an "in town" storage facility where Water Distribution, Customer Service and potentially Mine Maintenance could maintain a limited inventory of repair parts and a small shop. Finally, the site would be valuable as a contractor staging site for PCMC capital improvement projects including pavement management.

Environmental Conditions of Mine Bench

The Mine Bench is a highly impacted former location of mining operations. Lead and other heavy metals have been identified as hazardous substances of concern at the site. However, staff does not anticipate remediation or removal costs in the absence of development or disturbance.

The Mine Bench is part of the Uinta Mining District and subject to an Action Memorandum by the EPA dated September 10, 2015, titled "Request for a Removal Action at the Uintah Mining District Site in Summit County, Utah." UPCM signed an Administrative Settlement Agreement and Order on Consent for Removal Action related to Mine Bench on September 11, 2015. Staff

has had the opportunity to learn of conditions on the Mine Bench property and has conducted a Phase I Environmental Site Assessment at the property. While the likelihood of imminent EPA action at the Mine Bench is low, its ultimate approach to the Mine Bench is uncertain, as is the future of UPCM.

The environmental conditions of Mine Bench would likely present additional costs should PCMC redevelop the property. The environmental costs associated with such development are estimated to range between a low of \$500,082 and a high of \$1,837,755. The low cost estimate assumes disposal of contaminated soil at the Richardson Flat Repository and a 6-inch clean soil cover. The high cost estimate assumes disposal at a facility in Tooele, Utah at a cost of \$20 per ton and a 12 inch soil cover. Both the low and high estimates include costs associated with maintaining any on-site remedies implemented as part of past remedial efforts but do not include potential liabilities associated with the migration of contaminants off of the parcel boundaries. As discussed above, the Talisker Club 2.0 and EPHOA would share proportionally in the redevelopment of the property subject to their respective leases.

If the City Council approves the acquisition of the Mine Bench, PCMC staff will continue to collaborate with EPA on achieving cost-effective solutions for the property.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Authorize the Mayor to execute the Exchange Agreement for Real Property [Mine Bench].

Pros

- a. This property offers a location for essential municipal services.
- b. PCMC gains control of a significant piece of property with an uncertain future.

Cons

- a. The environmental conditions of the Mine Bench could require future removal and/or remedial actions.

- 2. Null Alternative:** If PCMC and Redus do not enter into the Exchange Agreement, the following outcomes are possible:
 - i. Redus will withdraw its request to the Summit County Sheriff to sell Mine Bench. This would leave the property under UPCM ownership, which in turn would create the possibility of the property being sold to a third party.
 - ii. Redus acquires Mine Bench at the sheriff's sale and sells it to a third party, most likely the EPHOA.

Department Review

This report has been reviewed by the Executive Department, Budget and Finance Department, and the Community Development Department .

Funding Source

No funds are required for the acquisition of Mine Bench.

Attachments

Attachment A: The Agreement

Attachment B: Image of Mine Bench

EXCHANGE AGREEMENT FOR REAL PROPERTY

[Mine Bench]

THIS EXCHANGE AGREEMENT FOR REAL PROPERTY (this “**Agreement**”) is entered into this 8th day of June, 2017, by and between **REDUS PARK CITY LLC**, a Delaware limited liability company, (“**REDUS**”), and **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah (the “**City**”).

WHEREAS, as more specifically described in this Agreement, REDUS expects to obtain ownership of certain real property in Summit County (“**County**”), State of Utah (“**State**”), as more particularly described on **Exhibit “A”**, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, REDUS is the owner of certain real properties located within the municipal boundaries of the City, and in the development area known as “**Empire Pass**” and the Flagstaff Annexation area (collectively, the “**Remaining Property**”); the Remaining Property includes those certain lots more particularly described on **Exhibit “B,”** attached hereto and made a part hereof (collectively, the “**Remaining Lots**”);

WHEREAS, the Remaining Property is subject to the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn’s Junction Parcel and Iron Mountain dated as of March 2, 2007, and recorded on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 (the “**Development Agreement**”). City is a party to the Development Agreement and the Development Agreement describes, among other things, Empire Pass; and

WHEREAS, upon the satisfaction of the conditions stated in this Agreement, REDUS desires to convey the Property to the City in exchange for City’s grant of certain benefits and agreements to REDUS and its affiliates or related entities, as described herein and pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and sufficient consideration and the mutual promises of the parties as set forth herein, the parties agree to the following covenants, conditions, terms and obligations:

1. **DUE DILIGENCE SATISFIED.** The City is familiar with the Property, the City has satisfied itself as to the condition, including, without limitation, the environmental condition, of the Property, and the City is willing to acquire the Property in its “As-Is” condition as further described in Paragraph 10 below.

2. **CONSIDERATION AND TRANSACTION DOCUMENTS.** City desires to acquire, and REDUS desires to convey, the Property strictly in accordance with the terms and conditions set forth below. As a part of the transaction described in this Agreement, and as consideration for REDUS’s conveyance of the Property to City at Closing, City will execute, or cause the appropriate party to execute, certain acknowledgements or agreements in form and substance acceptable to the parties (the “**Acknowledgments and Agreements**”) granting, addressing and/or confirming the benefits and consideration set forth in subparagraphs 2(a) through 2(f) below not less than ten (10) days prior to the Closing, all as described in this

Agreement. Such Acknowledgments and Agreements shall provide that the benefits and consideration will inure to the benefit of REDUS and the parties thereto, and their respective successors or assigns, and REDUS may require that certain of the Acknowledgements and Agreements be in a form which would allow recording with the Summit County Recorder's Office.

2(a) Gondola Payment. Any remaining amounts owed to the City with respect to the Remaining Lots under the Development Agreement for a gondola payment shall be deemed satisfied or fulfilled as of the Closing Date.

2(b) Trails Within Empire Pass. With respect to all of the Remaining Lots, as of the Closing Date REDUS shall not be obligated under the Development Agreement or otherwise to construct or dedicate any further trails or related trail facilities that were to be located on or near the Remaining Lots pursuant to the terms of the Development Agreement.

2(c) Intentionally deleted.

2(d) Intentionally deleted.

2(e) Empire Pass Master Association Lease. On or before the Closing Date, City and the Empire Pass Master Owners Association, Inc. (the "**Association**") shall execute and deliver a lease agreement in the form attached hereto as **Exhibit "C"** (the "**Association Lease**"), whereby the City shall agree to lease to the Association a portion of the Property comprised of certain parking and yard areas and warehouse/storage space for a period of 99 years as set forth in the Association Lease.

2(f) Talisker Club Lease. On or before the Closing Date, City and Talisker Club 2.0 LLC, a Delaware limited liability company (the "**Club**") shall execute and deliver a lease agreement in the form attached hereto as **Exhibit "D"** (the "**Club Lease**"), whereby the City shall agree to lease to the Club a portion of the Property comprised of certain parking and yard areas and office and warehouse/storage space for a period of 99 years as set forth in the Club Lease.

The obligations contained in subparagraphs 2(a) and 2(b) shall expressly survive the Closing.

3. INTENTIONALLY DELETED.

4. OWNERSHIP CONDITION; CLOSING.

4(a) City acknowledges that REDUS does not currently own the Property. REDUS's affiliate intends to foreclose its lien against the Property and cause title to the Property to be conveyed to REDUS by means of a sheriff's deed from the Summit County Sheriff, or to REDUS's affiliate by means of a deed-in-lieu of foreclosure, and subsequently

transfer title to the Property to REDUS, or, alternatively, as decided by REDUS, at REDUS' direction instruct the Summit County Sheriff to issue the sheriff's deed to City in connection with a Closing. The foreclosure and transfer of the Property, as described in the preceding sentence, is referred to in this Agreement as the "**Ownership Condition.**" After the Effective Date and continuing thereafter until satisfaction of the Ownership Condition, REDUS agrees to use reasonable efforts to acquire title to the Property as described in this subparagraph. REDUS shall provide prompt written notice to City and Escrow Agent [defined later] upon satisfaction of the Ownership Condition. In the event that the Ownership Condition is not satisfied on or before August 15, 2017, REDUS may terminate this Agreement by delivering written notice to City, and upon the delivery of such written notice this Agreement shall terminate, in which case the parties shall be relieved of further liability hereunder except for those obligations that expressly survive Closing. In the event REDUS and City agree to cause the Property to be conveyed directly to City by sheriff's deed as provided above, REDUS shall provide notice to the Summit County Sheriff that REDUS has assigned its rights as the high bidder to the City and cause that language disclosing and describing such assignment to the City be included in the Certificate of Sale and that the sheriff's deed be issued directly to City. In the event of such assignment and conveyance to City, it shall be the intention of the parties that City obtain all rights and benefits as purchaser of the Property, including the right to receive payment in the full amount of the REDUS bid by a party exercising a right of redemption of the Property.

4(b) The closing (the "**Closing**") shall occur within fourteen (14) days after delivery of REDUS's notice that the Ownership Condition has been satisfied, or such other date agreed upon by the parties (the date of Closing is referred to as the "**Closing Date**"). The Closing shall be held at the offices of Coalition Title Agency (the "**Escrow Agent**") or such other location as the parties shall mutually designate. Notwithstanding the foregoing, in the event that all City Conditions Precedent to Closing have been satisfied except for the Ownership Condition, REDUS and City shall execute and deliver all necessary documents and funds for Closing to Escrow Agent and Escrow Agent shall be authorized to close this transaction as contemplated herein immediately after satisfaction of the Ownership Condition.

5. TITLE.

5(a) REDUS has obtained a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the "**Commitment**"). In no event shall REDUS be obligated to pay any premium for a new owner's policy, the cost of obtaining the Commitment, or any other costs related to title insurance. City has expressly approved the Commitment and all matters reflected therein shall be deemed "Permitted Exceptions" under this Agreement, and City shall take title to the Property at Closing subject to all Permitted Exceptions.

5(b) City shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to City an ALTA title insurance policy as to such portion of the Property qualifying for such under the survey, and a standard coverage (or other form standard for similar transactions in the State) owner's form title policy (the "**Title Policy**"), in an amount determined by City and Title Company, insuring that fee simple title to the Property is vested in City subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as City may reasonably require; provided that (a) the Title

Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, REDUS, (b) City's obligations under this Agreement shall not be conditioned upon City's ability to obtain such Title Policy or any endorsements to the Title Policy and, if City is unable to obtain a Title Policy and/or any such endorsements, City shall nevertheless be obligated to proceed to close the transactions contemplated by this Agreement, and (c) the Closing shall not be delayed as a result of City's aforementioned request.

5(c) At the Closing, REDUS shall convey fee title to the Property by providing a Special Warranty Deed, or causing the Summit County Sheriff to provide a sheriff's deed conveying the Property to City (as applicable, the "**Deed**"), subject to the Permitted Exceptions [defined below].

5(d) If applicable, City shall have the right to deliver to REDUS a written notice ("**New Title Exception Notice**") at any time prior to the Closing Date, but not more than five (5) days after the date of City's discovery of any title exception which (i) first arises of record following the Effective Date, (ii) was not created due to the acts of City, (iii) has not been consented to by City, and (iv) materially adversely affects the Property (each, a "**New Title Exception**"), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to City. If City timely delivers a New Title Exception Notice to REDUS, the following provisions shall apply:

(i) Upon City's delivery to REDUS of the New Title Exception Notice, REDUS may, but shall not be obligated to, (i) remove or correct the New Title Exception to City's reasonable satisfaction on or prior to the Closing Date, or (ii) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.

(ii) REDUS shall have the unilateral right, based on REDUS's discretion or for the purpose of performing REDUS's obligations or exercising REDUS's rights under this Paragraph 5(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to City of written notice to such effect not more than five (5) business days after REDUS's receipt of a New Title Exception Notice. The period of any such unilateral extension by REDUS pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by REDUS to extend the Closing Date as set forth above, City may elect at any time to waive City's objection to such New Title Exception by giving written notice thereof to REDUS, in which case REDUS and City shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder). In the event REDUS is unable or unwilling to remove or correct the New Title Exception to City's reasonable satisfaction within the time period provided herein or cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception, City may terminate this Agreement by delivering written notice to REDUS, in which case the parties shall be relieved of further liability hereunder except for those that expressly survive the termination of this Agreement.

6. CONDITIONS PRECEDENT TO CLOSING.

6(a) City's Conditions Precedent. The obligation of City to consummate the transactions contemplated in this Agreement shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by City in its sole and absolute discretion (the "**City Conditions Precedent to Closing**"):

(i) All conditions of title have been met pursuant to Paragraph 7(a) hereof;

(ii) REDUS is not in default of this Agreement;

(iii) The representations and warranties by REDUS contained in this Agreement must be true;

(iv) The Ownership Condition has been satisfied; and

(v) REDUS shall have delivered its executed and, if required, acknowledged counterparts of the approved Acknowledgements and Agreements to Escrow Agent.

(vi) Redus shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by Redus at or prior to the Closing Date.

In the event that any of the foregoing City Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then City shall, as its sole remedy, either (i) waive the applicable unsatisfied City Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to REDUS, in which case the parties shall be relieved of further liability hereunder, except for those obligations which expressly survive the termination of this Agreement. If REDUS has breached the Agreement, City is entitled to the remedy described in Paragraph 8(b) below.

6(b) REDUS's Conditions Precedent. The obligation of REDUS to consummate the transactions contemplated in this Agreement, including transfer of the Property to the City, shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by REDUS in its sole and absolute discretion (the "**REDUS Conditions Precedent to Closing**"):

(i) REDUS's managers and members shall have approved this Agreement and REDUS's transfer of the Property to City pursuant to this Agreement;

(ii) The representations, warranties and covenants of City set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 14 hereof;

(iii) The Ownership Condition has been satisfied;

(iv) City is not in default of this Agreement;

(v) City shall have delivered its executed and, if required, acknowledged counterparts of the approved Acknowledgements and Agreements to Escrow Agent;

(vi) City shall have delivered its executed counterpart of the Association Lease and the Club Lease; and

(vii) City shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by City at or prior to the Closing Date.

In the event that any of the foregoing REDUS Conditions Precedent to Closing are not satisfied, and are not waived by REDUS on or before the Closing Date, REDUS may terminate this Agreement and seek any and all remedies available to REDUS contained Paragraph 8(a).

7. CLOSINGS, CONVEYANCE AND TITLE.

7(a) Title to the Property is to be conveyed hereunder subject to (i) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record, (ii) all gas, water, and mineral rights of others, (iii) any matters that would be disclosed by an accurate, current survey and inspection of the Property, (iv) the lien of ad valorem real estate taxes for the then-current year, (v) any third party rights of redemption in and to the Property, and (vi) all matters in the Commitment deemed Permitted Exceptions pursuant to Paragraph 5(a) (collectively, the “**Permitted Exceptions**”).

7(b) Any escrow fee shall be equally shared between City and REDUS. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or City’s financing shall be at City’s expense. City shall also pay all costs and expenses associated with City’s procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, REDUS and City will each be solely responsible for and bear all of their own respective expenses.

7(c) REDUS shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and City shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

7(d) At or prior to Closing, REDUS shall deliver to City a “Certification of Non-Foreign Status” which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

8. DEFAULT; LIABILITY OF PARTIES.

8(a) Notwithstanding anything to the contrary contained herein, in the event all City Conditions Precedent to Closing are satisfied and City breaches, or defaults under, this Agreement (which breach, failure or default is not remedied or cured by City pursuant to any applicable provisions hereof), REDUS shall have the right, as its sole and exclusive remedy, to either: (i) terminate this Agreement and receive payment from City in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining REDUS's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by REDUS and City to anticipate the consequence to REDUS of City's breach; or (ii) commence an action against City for specific performance of this Agreement and to compel the Closing of the transaction contemplated herein.

8(b) Notwithstanding anything to the contrary contained herein, in the event all REDUS Conditions Precedent to Closing are satisfied and REDUS breaches this Agreement (which breach, failure or default is not remedied or cured by REDUS pursuant to any applicable provisions hereof) City shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive payment from REDUS in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining City's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by REDUS and City to anticipate the consequence to City of REDUS's breach. In the event of a breach and delivery of the liquidated damage amount described in this subparagraph, REDUS shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall City be entitled to any other remedies other than those expressly provided herein.

8(c) Each of REDUS and City has dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 8(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

8(d) No failure(s) or default(s) by City or REDUS shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure).

8(e) If REDUS breaches this Agreement, and the breach is discovered prior to Closing, City's sole remedy is described in Paragraph 8(b) of this Agreement. Except as to a breach by REDUS of any warranty, representation or covenant contained in Paragraph 8(c)

or Paragraph 9 of this Agreement, if REDUS breaches this Agreement, and such breach is discovered after Closing, City shall have no remedy or recourse against REDUS. City has factored this risk into its decision to acquisition. If and only if it is determined within six (6) months after Closing that REDUS breached any warranty, representation or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, and if City notifies REDUS in writing of any such breach within six (6) months of the Closing, City's sole remedy shall be one of the following: (i) cure of the breach by or on account of REDUS; or (ii) payment of appropriate monetary compensation by REDUS to City for such breach. City hereby agrees that in no event will the liability of REDUS under this Agreement (including, without limitation, any liability of REDUS for breach or default under any representation, warranty or covenant made by REDUS in Paragraph 8(c) or Paragraph 9 hereof) exceed, in the aggregate, \$10,000.00.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9(a) REDUS hereby represents, warrants and covenants to City that:

(i) Except as otherwise provided in this Agreement, REDUS has granted no person any contract right or other right to possession of any portion of the Property.

(ii) Except as may be required by law or agreed to by City in writing, REDUS shall not materially alter the condition of the Property during the term of this Agreement, to the extent that the Property is under its control.

(iii) Subject to the satisfaction of the Ownership Condition, REDUS has the full right, power, and authority to transfer the Property to the City as provided in this Agreement and all required action necessary to authorize REDUS to enter into this Agreement has been or will have been taken prior to the Effective Date. REDUS shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize REDUS to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

9(b) City warrants, represents and covenants to REDUS that City has the full right, power, and authority to acquire the Property from REDUS as provided in this Agreement and all required action necessary to authorize City to enter into this Agreement has been or will have been taken prior to the Effective Date. City shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder, including, without limitation, to grant or waive the benefits or rights to be afforded to REDUS at Closing under this Agreement, and all required action necessary to authorize City to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

10. AS-IS. CITY ACKNOWLEDGES TO AND AGREES WITH REDUS THAT CITY IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF REDUS OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

CITY ACKNOWLEDGES THAT CITY HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF REDUS.

CITY HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON REDUS, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND REDUS HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

CITY ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS CITY DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF CITY SHALL BE DEEMED TO INCLUDE A PHASE I ENVIRONMENTAL SITE ASSESSMENT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

CITY ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING REDUS'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY REDUS OR RELIED UPON BY CITY WHATSOEVER.

CITY ACKNOWLEDGES THAT REDUS HOLDS TITLE TO THE PROPERTY, THROUGH FORECLOSURE OR OTHERWISE, PRIMARILY TO PROTECT ITS SECURITY INTEREST WITHIN THE MEANING OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ. AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT TO THE EXTENT ARISING OUT OF A BREACH BY REDUS OF THE PROVISIONS IN PARAGRAPH 9(a)(ii), CITY SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST REDUS WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREFTER PAYABLE THEREON, (V) THE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, RCRA, AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE, RELEASE, OR DISCHARGE ANY CLAIM THE CITY HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST ANY PARTY OTHER THAN REDUS OR ITS AFFILIATES, PARENT ENTITIES, SUBSIDIARIES, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

CITY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 10 SHALL EXPRESSLY SURVIVE THE CLOSING AND THE RECORDATION OF THE DEED FOR THE PROPERTY.

11. ASSIGNMENT; SURVIVAL. City may not assign this Agreement to any party without the express written consent of REDUS, which consent may be withheld for any reason or no reason; provided, however, City may assign this Agreement without REDUS's consent to any entity 100% owned by City. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of REDUS hereunder shall survive Closing for only six (6) months.

12. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between REDUS and City and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. REDUS and City shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of City and REDUS. City and REDUS both hereby acknowledge and agree that Escrow Agent shall hold and deliver any deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both REDUS and City in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both City and REDUS in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

13. RELATED PARTIES. City represents to REDUS that neither City nor any person having control over City is employed by, or is a family member purchasing directly or indirectly for the benefit of anyone who is employed by Wells Fargo & Company or any of its subsidiaries. For purposes of this representation "family member" is defined as a spouse, a domestic partner, parents, grandparents, children, grandchildren, brothers and sisters, including in all cases, step-family members.

14. OFAC COMPLIANCE. City represents and warrants that: (i) it is not on an SDN List [defined below], nor is it directly or indirectly owned or controlled by an SDN [defined below]; and (ii) the transfer of the Property, and the consummation of any other transaction contemplated by this Agreement, will not violate any country sanctions program administered and enforced by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. For the purposes hereof, an "SDN List" is defined as one of the lists published by OFAC of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under OFAC programs that are not country-specific, and an "SDN" is one of the individuals or companies listed on an SDN List. City shall provide its Federal Employee

Identification Number or similar identification number to REDUS upon request in order that REDUS may verify the representations and warranties of this Section 14.

15. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of City and REDUS ("**Effective Date**").

16. MISCELLANEOUS.

16(a) All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to City: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Office of the Mayor
Email: jack@parkcity.org

with a copy to: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Thomas Daley, Esq.
Email: tdaley@parkcity.org

If to REDUS: Wells Fargo Bank, N.A.
c/o Wells Fargo Bank, Wholesale Commercial ORE
333 Market Street, 3rd Floor
San Francisco, CA 94105
Attention: David Ash
Email: david.ash@wellsfargo.com

with a copy to: Wells Fargo Bank, N.A.
c/o Wells Fargo Law Department
MAC A0194-273
45 Fremont Street, 27th Floor
San Francisco, California 94105
Attention: Alilda Ferraro, Esq.
Email: alilda.ferraro@wellsfargo.com

and, with a copy to: Snell & Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attention: Wade R. Budge, Esq.
Email: wbudge@swlaw.com

If to Escrow Agent:

Coalition Title Agency
2200 Park Ave., #C100
Park City, Utah 84060
Attention: Roger Cater
Email: roger@coalitiontitle.com

The parties hereto shall be responsible for notifying each other of any change of address.

16(b) If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

16(c) It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of REDUS's and City's obligations hereunder.

16(d) Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday on which Wells Fargo Bank, N.A. is closed for business in the United States (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

16(e) This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

16(f) Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

16(g) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16(h) In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

16(i) For purposes of this Agreement and any document delivered at Closing, all references to REDUS's knowledge, including, without limitation, whenever the phrase "to REDUS's actual knowledge," or the "knowledge" of REDUS or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of REDUS's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to REDUS by any other person or entity. **"REDUS's Representative"** means and shall be limited to David Ash, a Senior Vice President in the Wholesale Commercial ORE Group at Wells Fargo Bank, N.A.

16(j) City expressly agrees and acknowledges that (i) City's obligations hereunder are not in any way conditional upon, or qualified by, City's ability to obtain financing of any type or nature whatsoever (whether by way of debt, financing or equity investment or otherwise) to consummate the transactions contemplated hereby, and (ii) City shall not use all or any portion of the proceeds of any loan or other credit accommodation from REDUS or REDUS's parent, subsidiaries or affiliates (including, without limitation, Wells Fargo Bank, N.A.) in order to provide for any portion of the consideration for this Agreement without REDUS's prior written consent.

16(k) City and REDUS shall reasonably cooperate with respect to a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code ("**1031 Exchange**"), provided such 1031 Exchange shall not impose on City or REDUS any additional liability or financial obligation, shall not delay Closing, and City and REDUS shall indemnify, defend and hold each other harmless for, from and against any claims, damages or expenses arising in connection with or resulting from City's or REDUS's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon either party's ability to consummate its 1031 Exchange.

16(l) Neither this Agreement nor a memorandum thereof shall be filed or recorded by REDUS or City.

16(m) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE. CITY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN THE STATE. NOTHING CONTAINED IN THIS PARAGRAPH SHALL AFFECT THE RIGHT OF REDUS TO BRING ANY ACTION OR PROCEEDING AGAINST CITY OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. CITY AND REDUS AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. NOTHING CONTAINED IN THIS PARAGRAPH SHALL BE INTERPRETED TO PROVIDE ANY GREATER RIGHTS OR ADDITIONAL CLAIMS TO CITY THAN AS OTHERWISE PROVIDED IN THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS, the following signatures.

REDUS:

REDUS PARK CITY LLC,

a Delaware limited liability company

By: REDUS PROPERTIES, INC., a

Delaware corporation

Its: Manager

By:

Daniel Bartok, President

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Jack Thomas, Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

(SIGNATURES CONTINUE ON NEXT PAGE)

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 7(c) and 12 hereof.

ESCROW AGENT:

COALITION TITLE AGENCY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY

A parcel of land located in the southeast quarter of Section 21 and the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 337.42 feet along section line and North 96.81 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly boundary of the Marsac Avenue Right-of-Way, recorded June 28, 2002, as Entry No. 623451 in the office of the Summit County Recorder; and running thence North 48°58'47" East 120.58 feet; thence North 21°40'14" East 199.66 feet; thence North 23°48'28" West 61.83 feet to a point on the southerly sideline of the Chapter mining claim Lot 335 in the Uintah Mining District, and running thence coincident with the southerly sideline of the Chapter Lot 335 the following (2) courses: 1) North 85°06'00" East 211.97; thence 2) North 51°30'00" East 382.28 feet to a point on a non tangent curve to the left having a radius of 1050.77 feet, of which the radius point bears North 89°10'23" East, said point also being on the westerly boundary of the Marsac Avenue Right-of-Way, recorded September 17, 2007, as Entry No. 825734 in the office of the Summit County Recorder; thence coincident with the westerly boundary of the Marsac Avenue Right-of-Way the following eleven (11) courses: 1) southerly along the arc of said curve 338.61 feet through a central angle of 21°11'23" to a point on a non tangent curve to the left having a radius of 686.62 feet, of which the radius point bears North 74°37'10" East; thence 2) southeasterly along the arc of said curve 450.12 feet through a central angle of 37°33'38" to a point on a non tangent curve to the left having a radius of 1050.77 feet, of which the radius point bears North 43°41'43" East; thence 3) southeasterly along the arc of said curve 68.58 feet through a central angle of 03°44'21"; thence 4) South 50°02'39" East 142.82 feet to a point on a curve to the right having a radius of 860.00 feet, of which the radius point bears South 39°57'21" West; thence 5) along the arc of said curve 136.47 feet through a central angle of 09°05'32" to a point on a non tangent curve to the right having a radius of 586.62 feet, of which the radius point bears South 57°10'28" West; thence 6) southeasterly along the arc of said curve 78.91 feet through a central angle of 07°42'26"; thence 7) South 25°06'53" East 392.50 feet; thence 8) South 15°46'27" East 141.56 feet to a point on a non tangent curve to the right having a radius of 408.37 feet, of which the radius point bears South 84°11'45" West; thence 9) southerly along the arc of said curve 16.42 feet through a central angle of 02°18'15"; thence 10) South 03°30'00" East 63.08 feet to a point on a non tangent curve to the left having a radius of 320.00 feet, of which the radius point bears North 86°29'59" East; thence 11) southeasterly along the arc of said curve 276.53 feet through a central angle of 49°30'45" (deed 49°30'48") to a point on the northwesterly boundary of Parcel 3 described in that certain special warranty deed recorded October 21, 1980 as Entry No. 171980 in Book M169 at page 778 on file and of record in the office of the recorder, Summit County, Utah; thence coincident with said special warranty deed South 79°38'18" West 301.69 feet (deed South 78°38'18" West) to a point on the boundary of Flagstaff Mountain Resort, recorded July 28, 1999, as Entry No. 545098 in the Office of the Recorder, Summit County, Utah; thence coincident with the boundary of Flagstaff Mountain Resort South 17°09'46" East 32.98 feet to a point on a non tangent curve to the left having a radius of 275.00 feet, of which the radius point bears South 55°22'52" West, said point also being on the easterly boundary of the Marsac Avenue Right-of-Way, recorded June 28, 2002, as Entry No. 623451 in the office of the Summit County Recorder; thence coincident with the easterly boundary of the Marsac Avenue Right-of-Way the following thirteen (13) courses: 1) northwesterly along the arc of said curve 62.75 feet through a central angle of 13°04'22"; thence 2) North 47°41'30" West 172.80 feet to a point on a curve to the left having a radius of 351.56 feet, of which the radius point bears South 42°18'30" West; thence 3) along the arc of said curve 185.62 feet through a central angle of 30°15'03"; thence 4) North 77°56'33" West 176.15 feet to a point on a curve to the right having a radius of 340.00 feet, of which the radius point bears North 12°03'27" East; thence 5) along the arc of said curve 152.67 feet through a central angle of 25°43'36"; thence 6) North 52°12'57" West 74.75 feet to a point on a curve to the right having a radius of 375.00 feet, of which the radius point bears North 37°47'03" East; thence 7) along the arc of said curve 97.76 feet through a central angle of 14°56'10"; thence 8) North 37°16'47" West 189.89 feet to a point on a curve to the right having a radius of 325.00 feet, of which the radius point bears North 52°43'13" East; thence 9) along the arc of said curve 48.46 feet through a central angle of 08°32'36" to a point of reverse curve to the left having a radius of 1025.00 feet, of which the radius point bears South 61°15'49" West; thence 10) northwesterly along the arc of said curve 302.92 feet through a central angle of 16°55'57" to a point of reverse curve to the right having a radius of 375.00 feet, of which the radius point bears North 44°19'52" East; thence 11) northwesterly along the arc of said curve 216.83 feet through a central angle of 33°07'47" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point

bears South 77°27'40" West; thence 12) northwesterly along the arc of said curve 285.77 feet through a central angle of 21°07'36" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears North 56° 20'03" East; thence 13) northwesterly along the arc of said curve 55.84 feet through a central angle of 04°24'47" to the point of beginning.

Less and Excepting the following:

BEGINNING AT A POINT LOCATED NORTH 455.92 FEET AND EAST 3370.90 FEET MORE OR LESS FROM A SECTION CORNER COMMON TO SECTIONS 20, 21, 28 AND 29 IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 33°42'02" WEST 108.13 FEET; THENCE SOUTH 17°51'26" WEST 61.96 FEET; THENCE SOUTH 16° 15'59" EAST 99.96 FEET; THENCE SOUTH 1°29'54" EAST 152.98 FEET; THENCE SOUTH 27°26'18" EAST 88.97 FEET; THENCE SOUTH 46°01'0" EAST 80.60 FEET; THENCE SOUTH 68°45'43" EAST 60.77 FEET; THENCE SOUTH 64°9'40" EAST 45.23 FEET; THENCE NORTH 42°51'43" EAST 42.86 FEET; THENCE SOUTH 46°15'46" EAST 15.23 FEET; THENCE NORTH 19°6'20" EAST 93.55 FEET; THENCE NORTH 74°22'6" WEST 21.74 FEET; THENCE NORTH 17°56'16" EAST 80.73 FEET; THENCE NORTH 76°40'11" WEST 24.74 FEET; THENCE NORTH 75°59'11" WEST 127.02 FEET; THENCE NORTH 59°2'43" WEST 15.24 FEET; THENCE NORTH 17°47'43" EAST 165.41 FEET; THENCE NORTH 27°21'09" WEST 54.94 FEET; THENCE NORTH 32°42'55" WEST 112.86 FEET; THENCE NORTH 37°7'41" WEST 46.39 FEET TO THE point of beginning.

EXHIBIT "B"
[Intentionally Deleted]

EXHIBIT "C"
FORM OF
ASSOCIATION LEASE

LEASE AGREEMENT
[Mine Bench – Association]

THIS LEASE AGREEMENT (“Lease”), is entered into as of the ____ day of _____, 2017 by and between **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah as “**Lessor**” whose address is P.O. Box 1480, Park City, Utah 84060 and **EMPIRE PASS MASTER OWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation as “**Lessee**” whose address is P.O. Box 99, 4188 S.R. 248, Kamas, Utah 84036.

RECITALS:

WHEREAS, Lessor and Redus Park City LLC, a Delaware limited liability company (“**Redus**”) have entered into that certain Exchange Agreement for Real Property [Mine Bench] (the “**Exchange Agreement**”), pursuant to which Redus agreed to convey certain real property known as the “**Mine Bench Property**” in exchange for certain covenants and agreements from Lessor, including the covenant of Lessor to enter into this Lease;

WHEREAS, the Leased Premises (defined below) are located on the Mine Bench Property, which Mine Bench Property is more particularly described on Exhibit A;

WHEREAS, Lessee and Redus are affiliated or related entities and Redus will benefit from the agreements, covenants, terms and conditions contained in this Lease; and

WHEREAS, this Lease is an express condition to Redus’s obligation to convey the Mine Bench Property to Lessor under the Exchange Agreement and this Lease is a material part of the consideration received by Redus in exchange for conveying the Mine Bench Property to Lessor under the Exchange Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **LEASED PREMISES.** The Lessor, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Lessee to be kept and performed, leases unto the Lessee and Lessee hereby rents and leases from Lessor, according to the terms and provisions herein, the following described property, situated in Summit County, Utah (the “**Leased Premises**”), to wit:

(a) all of the land identified on the attached Site Plan attached hereto as Exhibit B and depicted as “Proposed Parcel A” (the “**Land**”) and all easements, appurtenances and rights appurtenant thereto; and

(b) all improvements, equipment and other property located on the Land, including, but not limited to the building depicted on Exhibit B as building MB2 (the “**Building**”).

Notwithstanding the foregoing, Lessor reserves the right, in its reasonable discretion, and upon not less than ninety (90) days’ written notice (“**Lessor’s Notice**”), to relocate Lessee into different premises and/or facilities (the “**New Location(s)**”) elsewhere within the Mine Bench Property so long as (y) the relocation is to facilities and/or premises of equal or better quality than the Land and Building at the time of relocation; and (z) the New Location will accommodate the following uses (“**Permitted Uses**”):

(i) Yard Uses on approximately 0.75 acres, exclusive of building areas and salt shed facilities, to accommodate the following:

- (1) Staging for Dial-A-Ride vehicles used by the Lessee;
- (2) Storage for Lessee equipment fleet which currently consists of four (4) snow plows, one (1) snow blower unit, two (2) dump trucks, and two (2) loaders, and associated attachments and equipment;
- (3) Employee parking for Lessee staff;
- (4) Salt bins for storage of road salt; and
- (5) Storage of fuel for the above equipment and vehicles, in accordance with industry safety standards.

(ii) Workshop/Storage Uses within an approximately 5,300 square foot industrial grade building, to accommodate the following:

- (1) Approximately 3,000 square feet of full height equipment repair with overhead crane (currently located within three full service bays including wash bay);
- (2) Approximately 1,000 square feet of mezzanine workshop area with overhead crane; and
- (3) Approximately 1,300 square feet of single height space for office, parts storage, mechanical and restrooms.

Any relocation will be subject to the following conditions: (a) Lessee shall not be required to cease occupancy or use of the Leased Premises until the New Location is available for the Permitted Uses; (b) Lessor shall be responsible for all costs associated with making the New Location available to Lessee; and (c) the rental shall be adjusted as provided in subsection 4(b) below. Lessor's Notice will specify the location of the New Location and the date by which Lessor will make the New Location available and require that Lessee complete such relocation. Lessor will reimburse Lessee within fifteen (15) days from demand all costs incurred by Lessee in connection with the relocation, which costs shall be mutually agreed to in advance by Lessor and Lessee. As of the date of the relocation, the New Location will be deemed the Leased Premises for all purposes under this Lease and Lessee shall be entitled to occupy and use the New Location for the remaining Term or Extension Term (as those terms are defined below) of this Lease. If the parties agree in writing, Lessee may be relocated in part or in whole to facilities and premises located away from the Mine Bench Property.

2. **TERM OF LEASE.** The term of the Lease shall be for a period of ninety-nine (99) years from _____, 2017 to _____, 2116 (the "**Term**").

3. **OPTION TO RENEW.** This Lease shall automatically renew at the expiration of the Term and each Extension Term (defined below) thereafter for successive periods of twenty (20) years (each, an "**Extension Term**"), under the same terms and conditions set forth herein unless either party delivers written notice of termination to the other party not less than six (6) months prior to the expiration of the Term or Extension Term, as the case may be, or unless otherwise mutually agreed by the parties in writing.

4. **RENT.**

(a) Lessee agrees to pay to Lessor as rental hereunder the sum of Thirty Thousand Dollars (\$30,000.00) per year (the "**Rent**"), payable within five (5) days of each anniversary of the Term or Extension Term.

(b) In the event Lessor elects to relocate the Leased Premises to a New Location and delivers a Lessor's Notice, then the following shall apply: (i) Lessor's Notice shall include the estimated Construction Cost [defined below] for the New Location; (ii) Lessor's Notice shall include the construction plans related to the New Location upon which the Construction Cost is based; and (iii) Lessor's Notice shall include the Lessor's estimate of the Adjusted Rent [defined below] that will be in effect as of the date of the relocation.

(i) "**Construction Cost**" means the reasonable costs and expenses associated with constructing the new building space at the New Location and shall expressly exclude the value of the Land, but shall include the proportionate share of costs associated with environmental removal and/or remediation associated with (i) the new building site, (ii) related utility infrastructure leading to the new building site, and (iii) up to fifty (50) feet of ingress and egress improvements measured from the new building..

(ii) Within five (5) days after delivery of Lessor's Notice, the parties shall meet to review the information contained in Lessor's Notice. Lessee may provide input as to the Construction Cost and the proposed construction plans related to the New Location, and Lessor and Lessee shall mutually agree that the proposed plans meet the uses described in subsection 1(b)(ii) of this Agreement.

(iii) "**Adjusted Rent**" means the final product of the following: the Construction Cost divided by three hundred sixty (360) with the quotient multiplied by one hundred twenty percent (120%) with the product multiplied by twelve (12) [Adjusted Rent = (Construction Cost / three hundred sixty) x 1.20 x 12]. For example, if the Construction Cost is \$1,000,000.00, then the Adjusted Rent would be \$40,000.00 [(1,000,000 / 360) x 1.20 x 12] per year. Upon the satisfaction of the conditions for the relocation set forth in subsection 1(b) and this subsection 4(b), the annual rental set forth in subsection 4(a) shall be modified to be the Adjusted Rent.

(iv) The Rent and Adjusted Rent shall be adjusted every 60 months during the Term, including any Extension Terms, effective on the date which is 60 months after the commencement of Term, with respect to the Rent, and effective on the date which is 60 months after the date on which the Adjusted Rent became effective, with respect to the Adjusted Rent (each an "**Adjustment Date**"). Rent and Adjusted Rent shall be adjusted effective on each Adjustment Date by an amount equal to the percentage difference, if any, in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average (1982-84 = 100) (the "**CPI**") between the month which is 60 months prior to the Adjustment Date and the month in which Adjustment Date occurs. Notwithstanding the foregoing, in no event shall the Rent or Adjusted Rent as adjusted increase by more than ten percent (10%) over any five (5) year period.

5. UTILITIES.

(a) Electricity, Gas and Sewer. Lessor shall cause all utilities, including water, serving the Leased Premises to be separately metered. Until such time as Lessor arranges separate meters or billing for electrical, gas, and sewer service to the Leased Premises, Lessee shall reimburse Lessor for Lessee's proportionate use of the foregoing services as determined on a usage basis and according to standard rates. Once separate meters or billings arrangements are made for the portions of the Leased Premises used by Lessee, Lessee alone will be responsible for paying such utility charges.

(b) Water.

(i) Until such time as a separate meter is set as contemplated in subsection 5(c)(ii) below, Lessee shall pay Lessor the sum of Two Thousand Dollars (\$2,000.00) per year for water usage on the Leased Premises; provided, however, that within sixty (60) days after each anniversary of the Term, Lessor and Lessee may mutually agree in writing upon an estimate of actual water usage for the Leased Premises during the previous year and the amount Lessee would be obligated to pay for such usage if the Leased Premises were separately metered and, if such estimate is higher than Two Thousand Dollars (\$2,000.00), Lessee shall pay Lessor the difference within thirty (30) days of the parties' mutual agreement of such amount.

(ii) Upon the setting of a separate water meter for the Leased Premises, the obligation to pay an annual payment as outlined subsection 5(b)(i) above will terminate and Lessee will be responsible for paying the monthly bills associated with the meter for water use occurring on the Leased Premises.

6. **POSSESSION; CONDITION OF LEASED PREMISES.** Lessee shall be entitled to possession of the Leased Premises on _____, 2017. Lessee has inspected the Leased Premises and accepts possession of the Leased Premises in its "AS IS" condition on the date of possession. Except as otherwise expressly provided in this Lease, Lessee has full responsibility for the repair, alteration, maintenance, and replacement of the Leased Premises.

7. **USE OF PREMISES.** Lessee covenants and agrees during the Term of this Lease to use and to occupy the Leased Premises only for the Permitted Uses. Lessee shall not allow the Leased Premises to be used for the storage, use treatment, manufacture, or sale of Hazardous Material except such fuels, solvents, and other petrochemicals used in connection with the repair, maintenance and operation of road maintenance vehicles and equipment. "**Hazardous Material**" means any hazardous or toxic substance, material, or waste which is or becomes regulated by the United States of America, the State of Utah, the County of Summit County, or the City of Park City because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any environmental requirements applicable to the Leased Premises. Lessee acknowledges that Lessor may incur costs for complying with laws relating to Hazardous Material, or otherwise in connection with Hazardous Material. Lessee agrees that the cost incurred by Lessor with respect to the Leased Premises for complying with laws relating to Hazardous Material shall be paid by Lessee, if Lessee's use or storage of Hazardous Material on the Leased Premises is the cause of such liability. "**Environmental requirements**," as set forth above, means any laws, rules, regulations, guidance documents, judgments, decrees, orders, and other restrictions and requirements now or hereafter in effect of any governmental authority relating to the regulation or protection of human health and safety, natural resources, conservation, the environment, or to any Hazardous Material. Any fuels, solvents, and other petrochemicals stored and used on the Premises shall be stored and used in compliance with industry standard and applicable regulations.

Lessee will make no unlawful use of the Leased Premises and agrees to comply with all valid regulations of the Park City Municipal Corporation, Summit County, the State of Utah, and the United States, but this provision shall not be construed as creating any duty by Lessee to members of the general public or a duty by Lessee to upgrade the facilities or Building constituting the Leased Premises as they exist on the date of this Lease.

8. **QUIET ENJOYMENT.** Lessor covenants that its estate in the Leased Premises is fee simple and that Lessor has the right and authority to enter into this Lease and lease the Leased Premises to Lessee on the terms and conditions contained herein. Lessee, on paying the rent herein reserved and performing all the agreements by the Lessee to be performed as provided in this Lease, shall and may peaceably have, hold, and enjoy the Leased Premises for the Term of this Lease free from molestation,

eviction, or disturbance by the Lessor or any other persons or legal entity whatsoever, subject to Section 9 below.

9. **MAINTENANCE/ALTERATION OF LEASED PREMISES.**

(a) Lessee shall, at all times during the Term of this Lease, at Lessee's sole cost and expense, keep and maintain the Leased Premises, including the Building and other improvements, appurtenances, and every part thereof that may exist on, in, or be made a part of the Leased Premises, in a reasonably safe and serviceable condition, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. If Lessee fails to keep and maintain the Leased Premises as required by this Lease, Lessor may (but shall not be required to) perform and satisfy same, and Lessee hereby agrees to reimburse Lessor, for the reasonable cost thereof promptly upon demand. Lessee shall not permit any material waste of the Premises. Lessee shall keep the entire Leased Premises substantially free of any accumulation of rubbish, snow, and ice; provided, however, that Lessor may, at its sole cost and expense, elect to perform snow or ice removal on the Lessor Right-of-Way (defined below) in order to gain access to Lessor's adjacent property. In such event, Lessor shall indemnify, defend, and hold Lessee and Lessee's employees, agents, guests, and invitees harmless for, from, and against any and all claims, liability, damages or injury arising out of Lessor's or its agent's removal of snow or ice on the Leased Premises. Unless otherwise expressly provided in this Lease, Lessor is not required to maintain, repair, clean, alter, or improve the Leased Premises, or to provide any services to the Leased Premises.

(b) Lessee may, at its sole cost and expense, alter, replace, or remodel the Building or any improvements upon the Leased Premises ("**Alterations**"), provided that the foregoing: (a) are made in compliance with all local, State, and federal rules, regulations, and laws; (b) are completed in accordance with generally accepted construction standards; (c) any remodeling shall not materially diminish the value of the Building or the Leased Premises; and (d) Lessee shall not allow mechanic's or materialmen's liens to affix to the Leased Premises because of the Alterations. Notwithstanding the foregoing, Lessee shall not make structural alterations or improvements to the Building without the prior written approval of the Lessor.

(c) Lessee will provide dumpsters or other suitable means of trash disposal adjacent to the Building. Lessee shall be responsible for the costs associated with trash generated from the Leased Premises.

10. **ACCESS TO LESSOR'S PROPERTY.** Lessor hereby reserves a right-of-way across the Leased Premises as depicted on Exhibit B attached hereto as the North Parcel Access (the "**Lessor Right-of-Way**") for purposes of ingress, egress, and access to and from the Lessor's property adjacent to the Leased Premises; provided, however, that Lessor agrees to indemnify, defend, and hold Lessee and Lessee's employees, agents, guests, and invitees harmless for, from, and against any and all claims, liability, damages, or injury arising out of Lessor's or its agent's use of the Lessor Right-of-Way. As provided in and subject to Section 9(a), Lessor may elect to remove snow or ice from the Lessor Right-of-Way at its sole cost and expense in order to provide access to Lessor's property. Lessee shall not use the Leased Premises in any way that unreasonably interferes with Lessor's use of the Lessor Right-of-Way.

11. **SURRENDER OF PREMISES AT END OF TERM—REMOVAL OF FIXTURES.**

(a) Lessee agrees that upon the termination of this Lease it will surrender, yield up, and deliver the Leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee.

(b) Lessee may, at the expiration of the Term or an Extension Term of this Lease, or at a reasonable time thereafter, if Lessee is not in default hereunder, remove any trade fixtures or equipment which Lessee has installed in the Leased Premises and shall promptly repair any and all damage caused by such removal.

12. **HOLDING OVER.** Continued possession, beyond the expiration date of the Term of this Lease or any Extension Term, by the Lessee (and absent a written agreement by both parties for an extension of this lease, or for a new lease, and absent the written consent of the Lessor) shall constitute a month-to-month extension of this Lease at a rental of 150% of the previous rental for the Leased Premises (plus payment of all other expenses payable by Lessee as set forth in this Lease). Such holding over without the Lessor's consent shall not prejudice the Lessor's right to bring an action for the eviction of the Lessee.

13. **ASSIGNMENT AND SUBLETTING.** Lessee shall not sublease or assign this Lease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed, or conditioned. No such assignment or subletting by the Lessee shall relieve the Lessee of the obligations under this Lease. In the event of a default in the Lease after any assignment or subletting, the Lessor may proceed against the Lessee or such assignee or sublessee, or both. Notwithstanding the foregoing, Lessee shall have the right, without the consent of Lessor, to enter into an assignment or transfer of this Lease to any entity (i) that owns or controls, or is owned or controlled by, Lessee, or (ii) that acquires all or substantially all of Lessee's assets or is merged or consolidated with Lessee, provided that: (a) the assignee or transferee is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding; and (b) the assignee or transferee assumes all of Lessee's obligations under this Lease thereafter arising and Lessor is provided with a fully executed copy of the assignment and assumption agreement. If Lessee's interest in this Lease is assigned in violation of the provisions of this Section 13, such assignment shall be void and of no force and effect against Lessor.

14. **REAL ESTATE TAXES.** All real estate taxes levied or assessed by lawful authority (but reasonably preserving Lessor's rights of appeal) against the Leased Premises, if any, shall be timely paid by Lessor.

15. **INSURANCE.**

(a) It is the intent of the parties that all risk of loss for the Leased Premises be shifted to insurance to the maximum extent practicable. Accordingly, unless Lessor otherwise agrees in its sole discretion, Lessee shall maintain, or cause to be maintained, insurance covering the risks enumerated below. The premiums for such insurance shall be paid by Lessee. Such insurance shall be written on an occurrence basis unless Lessor otherwise consents in writing, but for errors and omissions insurance issued on a claims-made basis. The policy shall provide that: (i) such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Lessor to itself or its officers, officials, or employees; (ii) such insurance shall not be altered or cancelled without thirty (30) days' written notice to Lessor; and (iii) such insurance shall name Lessor as an additional insured.

(b) Lessee shall, at its sole cost and expense throughout the entire Term of this Lease, keep the Building and other improvements on the Leased Premises insured against loss or damage by fire, windstorm, flood, or earthquake, in each case in amounts equal to the full replacement cost of the Building and other improvements on the Leased Premises from time to time.

(c) At all times during the Term of this Lease, Lessee shall maintain a primary commercial general liability insurance ("CGL") policy covering all claims for bodily injury (including death) and property damage, including loss of use thereof, with no less than Two Million Dollars (\$2,000,000) per

occurrence limit and Three Million Dollars (\$3,000,000) aggregate limit, to include personal injury and property damage, and contract liability to cover all insurable obligations in this Lease. Coverage shall be specific for this project or, upon approval of Lessor, covered under umbrella or pooled policies. The policy or policies must be on an "occurrence" basis unless waived by the Lessor. The CGL policy shall include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this Lease are insured by the carrier. Lessee shall also maintain an automobile liability insurance ("Auto") with no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

(d) Lessee will not do or permit the doing of any act which would violate any insurance, or increase the insurance rates in force upon the real estate improvements on the Leased Premises or upon any personal property of the Lessee upon which the Lessor by law or by the terms of this lease, has or shall have a lien. In the event that any improvements caused by Lessee, any personal property of Lessee's on the premises or any activity of Lessee on the premises causes the Lessor's insurance premium to increase, then the Lessee shall be responsible for 100% of the cost of such increase.

(e) Subrogation rights are not waived, unless Lessor and Lessee agree in writing to special provisions that shall be attached to this lease.

(f) Lessor shall be named as an additional insured on the CGL and Auto insurance policies and a copy of the endorsement naming the Lessor as an additional insured shall be attached to the Certificate of Insurance. The Lessor reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(g) Lessee'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.

16. **INDEMNITY.** Except as to any negligence or activities of the Lessor arising out of Lessor's or its employees, agents, guests, invitees or licensees of Lessor's property or Lessor's Right-of-Way, Lessee will protect, indemnify, and save harmless the Lessor from and against any and all loss, costs, damage, and expenses (i) occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon, or about the Leased Premises, or (ii) due directly or indirectly to, or arising out of or in connection with, the tenancy, use, or occupancy of the Leased Premises, or any part thereof, by the Lessee, its employees, agents, subtenants, or invitees, or any person claiming by, through, or under any of them.

17. **DESTRUCTION OF PREMISES; INTERRUPTION OF USE.** Notwithstanding any other provision of this Lease, if for any reason a condition develops that prevents Lessee from conducting normal business operations on the Leased Premises, for a period of thirty (30) days, Lessee, at its option, may terminate this Lease and each party shall be released from all future obligations hereunder, with Lessee paying rental pro rata only to the beginning date of such condition. Such termination shall be effected by written notice to Lessor within thirty (30) days after such determination. Lessee shall surrender possession within ten (10) days after delivery of such notice and thereafter, each party shall be released from all future obligations hereunder, Lessee paying rental pro rata only to the date of such condition. Notwithstanding the foregoing, Lessee may, at its option, replace or rebuild the Building at its sole cost and expense following any damage or destruction to the Building in accordance with Section 9(b).

18. **CONDEMNATION.** Should the whole or any part of the Leased Premises be condemned or taken by eminent domain for any public or quasi-public use or purpose, each party shall be

entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the taking, each party will then be entitled to such proportion of said award as may be fair and reasonable and reflective of their respective property interests in the land so taken.

19. TERMINATION AND DEFAULT.

(a) This Lease shall terminate upon expiration of the Term or an Extension Term, as applicable. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this Lease, this Lease may at the option of the Lessor be cancelled and forfeited; provided, however, that before any such cancellation and forfeiture, except as provided in Section 19(b) below, Lessor shall give Lessee written notice specifying the default, or defaults, and stating that its Lease will be cancelled and forfeited fourteen (14) days after the giving of such notice, in the case of failure to pay rent and/or other charges unless such default, or defaults, are remedied within such grace period; and thirty (30) days after the giving of such notice, in the case of defaults other than for the payment of rent; provided, however, that if the nature of the default is other than the payment of rent or other charges, and such defaults cannot reasonably be cured within such thirty (30) day period, the Lessee shall not be in default, provided it commences to cure the default within such thirty (30) day period and thereafter diligently completes the cure. Lessee will be liable for all legal fees and expenses incurred by Lessor in connection with the collection of delinquent rent or other defaults by Lessee.

(b) In the event Lessee is adjudicated as bankrupt or in the event of a judicial sale or other transfer of Lessee's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale, or transfer has not been vacated or set aside within sixty (60) days from the giving of notice thereof by Lessee to Lessor, then and in any such events, Lessor may, at its option, immediately terminate this Lease and re-enter said premises, upon giving of ten (10) days written notice by Lessor, all to the extent permitted by applicable law.

(c) Acceptance of keys, advertising, and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor, and not as an agreement to terminate this Lease.

20. RIGHT OF EITHER PARTY TO CURE ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants, or conditions to this Lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant, or condition, or cure such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of twelve percent (12%) per annum, from the date of advance.

21. SIGNS.

(a) Lessee may install such reasonable signage in compliance with all applicable codes as is necessary for the operation of its business in conformance with the Permitted Uses in Section 7.

(b) Lessor, during the last ninety (90) days of this Lease, or extension, shall have the right to maintain on the Leased Premises either or both a 'For Rent' or 'For Sale' sign and Lessee will permit, at such time, prospective lessees or buyers to enter and examine the premises upon reasonable notice from Lessor.

22. MECHANIC'S LIENS. Neither the Lessee nor anyone claiming by, through, or under the Lessee, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Leased Premises or upon any building or improvement thereon, or upon the

leasehold interest of the Lessee therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alternation, repairs, or any part thereof, shall at any time be or become entitle to any lien thereon, and for the further security of the Lessor, the Lessee covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service, or labor.

23. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections, and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

24. **NOTICES AND DEMANDS.** All notices required or permitted under this Lease shall be in writing. Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Notices by mail shall be considered given under the terms of this Lease two (2) days after being sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box. Notices by personal delivery, fax, and e-mail shall be deemed to be given upon delivery as evidenced by receipt or other reasonable evidence.

25. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto.

26. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms, or conditions of this Lease to be kept or performed by Lessor or Lessee shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Lessee. THIS LEASE, INCLUDING ANY EXHIBITS HERETO, CONTAINS THE WHOLE AGREEMENT OF THE PARTIES AND SUPERSEDES ANY PRIOR MEMORANDA OR UNDERSTANDINGS BETWEEN THE PARTIES.

27. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

28. **MISCELLANEOUS.**

(a) The rules, regulations, and policies of the City and County relative to security and public safety shall apply to the Leased Premises.

(b) Within ten (10) days of filing a request in writing by Lessor, Lessee shall execute and deliver to Lessor an estoppel certificate (or any other document that may be reasonably required by any prospective mortgagee or purchaser of the property or any position thereof) indicating that there are no defaults in the Lease (or specifying such defaults). Failure of Lessee to timely execute and deliver such estoppel certificate or other instruments shall constitute an acknowledgement by Lessee that statements included in the estoppel certificate are true and correct, without exception.

(c) Lessor reserves the right at all reasonable times and upon reasonable notice (24 hours conclusively deemed to be reasonable) to Lessee (except in the case of an emergency) to enter the Leased

Premises to inspect them, show the Leased Premises to prospective purchasers, mortgagees, or lessees, and to post notices of non-responsibility.

(d) In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(e) This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of a signed copy of this Lease by facsimile, e-mail or similar electronic means shall be deemed the same as delivery of an original.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

LESSOR:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Jack Thomas, Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

LESSEE:

**EMPIRE PASS MASTER OWNERS
ASSOCIATION, INC.,**
a Utah nonprofit corporation

By: _____
Daniel Bartok, Authorized Officer

EXHIBIT A
LEGAL DESCRIPTION OF THE MINE BENCH

A parcel of land located in the southeast quarter of Section 21 and the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 337.42 feet along section line and North 96.81 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly boundary of the Marsac Avenue Right-of-Way, recorded June 28, 2002, as Entry No. 623451 in the office of the Summit County Recorder; and running thence North 48°58'47" East 120.58 feet; thence North 21°40'14" East 199.66 feet; thence North 23°48'28" West 61.83 feet to a point on the southerly sideline of the Chapter mining claim Lot 335 in the Uintah Mining District, and running thence coincident with the southerly sideline of the Chapter Lot 335 the following (2) courses: 1) North 85°06'00" East 211.97; thence 2) North 51°30'00" East 382.28 feet to a point on a non tangent curve to the left having a radius of 1050.77 feet, of which the radius point bears North 89°10'23" East, said point also being on the westerly boundary of the Marsac Avenue Right-of-Way, recorded September 17, 2007, as Entry No. 825734 in the office of the Summit County Recorder; thence coincident with the westerly boundary of the Marsac Avenue Right-of-Way the following eleven (11) courses: 1) southerly along the arc of said curve 338.61 feet through a central angle of 21°11'23" to a point on a non tangent curve to the left having a radius of 686.62 feet, of which the radius point bears North 74°37'10" East; thence 2) southeasterly along the arc of said curve 450.12 feet through a central angle of 37°33'38" to a point on a non tangent curve to the left having a radius of 1050.77 feet, of which the radius point bears North 43°41'43" East; thence 3) southeasterly along the arc of said curve 68.58 feet through a central angle of 03°44'21"; thence 4) South 50°02'39" East 142.82 feet to a point on a curve to the right having a radius of 860.00 feet, of which the radius point bears South 39°57'21" West; thence 5) along the arc of said curve 136.47 feet through a central angle of 09°05'32" to a point on a non tangent curve to the right having a radius of 586.62 feet, of which the radius point bears South 57°10'28" West; thence 6) southeasterly along the arc of said curve 78.91 feet through a central angle of 07°42'26"; thence 7) South 25°06'53" East 392.50 feet; thence 8) South 15°46'27" East 141.56 feet to a point on a non tangent curve to the right having a radius of 408.37 feet, of which the radius point bears South 84°11'45" West; thence 9) southerly along the arc of said curve 16.42

feet through a central angle of 02°18'15"; thence 10) South 03°30'00" East 63.08 feet to a point on a non tangent curve to the left having a radius of 320.00 feet, of which the radius point bears North 86°29'59" East; thence 11) southeasterly along the arc of said curve 276.53 feet through a central angle of 49°30'45" (deed 49°30'48") to a point on the northwesterly boundary of Parcel 3 described in that certain special warranty deed recorded October 21, 1980 as Entry No. 171980 in Book M169 at page 778 on file and of record in the office of the recorder, Summit County, Utah; thence coincident with said special warranty deed South 79°38'18" West 301.69 feet (deed South 78°38'18" West) to a point on the boundary of Flagstaff Mountain Resort, recorded July 28, 1999, as Entry No. 545098 in the Office of the Recorder, Summit County, Utah; thence coincident with the boundary of Flagstaff Mountain Resort South 17°09'46" East 32.98 feet to a point on a non tangent curve to the left having a radius of 275.00 feet, of which the radius point bears South 55°22'52" West, said point also being on the easterly boundary of the Marsac Avenue Right-of-Way, recorded June 28, 2002, as Entry No. 623451 in the office of the Summit County Recorder; thence coincident with the easterly boundary of the Marsac Avenue Right-of-Way the following thirteen (13) courses: 1) northwesterly along the arc of said curve 62.75 feet through a central angle of 13°04'22"; thence 2) North 47°41'30" West 172.80 feet to a point on a curve to the left having a radius of 351.56 feet, of which the radius point bears South 42°18'30" West; thence 3) along the arc of said curve 185.62 feet through a central angle of 30°15'03"; thence 4) North 77°56'33" West 176.15 feet to a point on a curve to the right having a radius of 340.00 feet, of which the radius point bears North 12°03'27" East; thence 5) along the arc of said curve 152.67 feet through a central angle of 25°43'36"; thence 6) North 52°12'57" West 74.75 feet to a point on a curve to the right having a radius of 375.00 feet, of which the radius point bears North 37°47'03" East; thence 7) along the arc of said curve 97.76 feet through a central angle of 14°56'10"; thence 8) North 37°16'47" West 189.89 feet to a point on a curve to the right having a radius of 325.00 feet, of which the radius point bears North 52°43'13" East; thence 9) along the arc of said curve 48.46 feet through a central angle of 08°32'36" to a point of reverse curve to the left having a radius of 1025.00 feet, of which the radius point bears South 61°15'49" West; thence 10) northwesterly along the arc of said curve 302.92 feet through a central angle of 16°55'57" to a point of reverse curve to the right having a radius of 375.00 feet, of which the radius point bears North 44°19'52" East; thence 11) northwesterly along the arc of said curve 216.83 feet through a central angle of 33°07'47" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point

bears South 77°27'40" West; thence 12) northwesterly along the arc of said curve 285.77 feet through a central angle of 21°07'36" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears North 56°20'03" East; thence 13) northwesterly along the arc of said curve 55.84 feet through a central angle of 04°24'47" to the point of beginning.

Less and Excepting the following:

BEGINNING AT A POINT LOCATED NORTH 455.92 FEET AND EAST 3370.90 FEET MORE OR LESS FROM A SECTION CORNER COMMON TO SECTIONS 20, 21, 28 AND 29 IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 33°42'02" WEST 108.13 FEET; THENCE SOUTH 17°51'26" WEST 61.96 FEET; THENCE SOUTH 16°15'59" EAST 99.96 FEET; THENCE SOUTH 1°29'54" EAST 152.98 FEET; THENCE SOUTH 27°26'18" EAST 88.97 FEET; THENCE SOUTH 46°01'0" EAST 80.60 FEET; THENCE SOUTH 68°45'43" EAST 60.77 FEET; THENCE SOUTH 64°9'40" EAST 45.23 FEET; THENCE NORTH 42°51'43" EAST 42.86 FEET; THENCE SOUTH 46°15'46" EAST 15.23 FEET; THENCE NORTH 19°6'20" EAST 93.55 FEET; THENCE NORTH 74°22'6" WEST 21.74 FEET; THENCE NORTH 17°56'16" EAST 80.73 FEET; THENCE NORTH 76°40'11" WEST 24.74 FEET; THENCE NORTH 75°59'11" WEST 127.02 FEET; THENCE NORTH 59°2'43" WEST 15.24 FEET; THENCE NORTH 17°47'43" EAST 165.41 FEET; THENCE NORTH 27°21'09" WEST 54.94 FEET; THENCE NORTH 32°42'55" WEST 112.86 FEET; THENCE NORTH 37°7'41" WEST 46.39 FEET TO THE point of beginning.

The site plan illustrates the layout of the JSSD Shaft area. It features several parcels, including Parcel B-18, Parcel A, and Parcel B. Key structures include the JSSD Shaft, a building labeled 'LIGHT RAIL ACCESS', and various other buildings and parking areas. The plan also shows the 'Main Line Highway' and 'Main Line Road'. A north arrow and a scale bar (0 to 100 feet) are located in the top right corner. A legend in the bottom right corner provides details about the parcels and their areas.

AREA SUMMARY:
 PARCEL B-18 A=132857SF (31.0 AC)
 JSSD SHAFT A=86873SF (2.0 AC)
 PARCEL A A=54809SF (1.3 AC)
 PARCEL B A=80364SF (1.8 AC)

EXHIBIT "D"
FORM OF
CLUB LEASE

LEASE AGREEMENT

[Mine Bench -- Club]

THIS LEASE AGREEMENT ("Lease"), is entered into as of the ____ day of _____, 2017, by and between **PARK CITY MUNICIPAL CORPORATION**, a political subdivision of the State of Utah as "**Lessor**" whose address is P.O. Box 1480, Park City, Utah 84060 and **TALISKER CLUB 2.0 LLC**, a Delaware limited liability company as "**Lessee**" whose address is 301 South College Street, Charlotte, NC 28202.

RECITALS:

WHEREAS, Lessor and Redus Park City LLC, a Delaware limited liability company ("**Redus**") have entered into that certain Exchange Agreement for Real Property [Mine Bench] (the "**Exchange Agreement**"), pursuant to which Redus agreed to convey certain real property known as the "**Mine Bench Property**" in exchange for certain covenants and agreements from Lessor, including the covenant of Lessor to enter into this Lease;

WHEREAS, the Leased Premises (defined below) are located on the Mine Bench Property, which Mine Bench Property is more particularly described on Exhibit A;

WHEREAS, Lessee and Redus are affiliated or related entities and Redus will benefit from the agreements, covenants, terms and conditions contained in this Lease; and

WHEREAS, this Lease is an express condition to Redus's obligation to convey the Mine Bench Property to Lessor under the Exchange Agreement and this Lease is a material part of the consideration received by Redus in exchange for conveying the Mine Bench Property to Lessor under the Exchange Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **LEASED PREMISES.** The Lessor, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Lessee to be kept and performed, leases unto the Lessee and Lessee hereby rents and leases from Lessor, according to the terms and provisions herein, the following described property, situated in Summit County, Utah (the "**Leased Premises**"), to wit:

(a) all of the land identified on the attached Site Plan attached hereto as Exhibit B and depicted as "Proposed Parcel B" (the "**Land**") and all easements, appurtenances and rights appurtenant thereto;

(b) all improvements, equipment and other property located on the Land, including, but not limited to the building depicted on Exhibit B as building MB1 (the "**Building**"); and

(c) not less than 92 parking spaces on the Land, currently located as configured on Exhibit C attached hereto, available for Lessee's use twenty-four hours, seven days a week; provided, however, that Lessor and Lessee shall agree upon the location and designate 8 parking spaces on the Land to be reserved for the exclusive use of Lessor and Lessor's licensees, permittees and invitees (the "**Lessor Parking Spaces**") and the Lessor Parking Spaces shall not be deemed part of the Leased Premises.

Notwithstanding the foregoing, Lessor reserves the right, in its reasonable discretion, and upon not less than ninety (90) days' written notice ("**Lessor's Notice**"), to relocate Lessee into different premises

and/or facilities (the "**New Location(s)**") elsewhere within the Mine Bench Property so long as (y) the relocation is to premises and/or facilities of equal or better quality than the Land and Building at the time of relocation; and (z) the New Location will accommodate the following uses ("**Permitted Uses**"):

(i) Twenty-four hour, seven days a week exclusive use of not less than 92 parking spaces on a paved lot located adjacent to the building required in subsection (ii) below;

(ii) Approximately 5,600 square feet of space in a structure of equal or better quality than the Building, as it exists on the date of execution of this Lease Agreement, for storage, member services and office uses.

Any relocation will be subject to the following conditions: (a) Lessee shall not be required to cease occupancy or use of the Leased Premises until the New Location is available for the Permitted Uses; (b) to the extent the Permitted Uses are within the Building, any new building space provided by Lessor for the Permitted Uses must, unless agreed otherwise by the parties, be located within a single building with no other tenants or occupants and adjacent to the parking area; (c) Lessor shall be responsible for all costs associated with making the New Location available to Lessee (provided, however, with respect to the building required by subsection 1(c)(ii) Lessor shall only be responsible to deliver a building core and shell which complies with the size and use requirements set forth in this section); and (d) the rental shall be adjusted as provided in subsection 4(b) below. Lessor's Notice will specify the location of the New Location and the date by which Lessor will make the New Location available and require that Lessee complete such relocation. Lessor will reimburse Lessee within fifteen (15) days from demand all costs incurred by Lessee in connection with the relocation, which costs shall be mutually agreed to in advance by Lessor and Lessee. As of the date of the relocation, the New Location will be deemed the Leased Premises for all purposes under this Lease and Lessee shall be entitled to occupy and use the New Location for the remaining Term or Extension Term (as those terms are defined below) of this Lease. If the parties agree in writing, Lessee may be relocated in part or in whole to facilities and premises located away from the Mine Bench Property. During the relocation, the parking uses may be separated from the Building so long as the distance between the two is not greater than five hundred (500) feet.

Lessee shall not use the paved parking spaces included within the Leased Premises for any purpose that is not directly related to Lessee's or its allowed sublessee's (Empire Pass Master Owners Association, Inc.) operations.

2. **TERM OF LEASE.** The term of the Lease shall be for a period of ninety-nine (99) years from _____, 2017 to _____, 2116 (the "**Term**").

3. **OPTION TO RENEW.** This Lease shall automatically renew at the expiration of the Term and each Extension Term (defined below) thereafter for successive periods of twenty (20) years (each, an "**Extension Term**"), under the same terms and conditions set forth herein unless either party delivers written notice of termination to the other party not less than six (6) months prior to the expiration of the Term or Extension Term, as the case may be, or unless otherwise mutually agreed by the parties in writing.

4. **RENT.**

(a) Lessee agrees to pay to Lessor as rental hereunder the sum of Twelve Thousand Dollars (\$12,000) per year (the "**Rent**"), payable within five (5) days of each anniversary of the Term or Extension Term.

(b) In the event Lessor elects to relocate the Leased Premises to a New Location and delivers a Lessor's Notice, then the following shall apply: (i) Lessor's Notice shall include the estimated Construction Cost [defined below] for the New Location; (ii) Lessor's Notice shall include the

construction plans related to the New Location upon which the Construction Cost is based; and (iii) Lessor's Notice shall include the Lessor's estimate of the Adjusted Rent [defined below] that will be in effect as of the date of the relocation.

(i) **"Construction Cost"** means the reasonable costs and expenses associated with constructing the core and shell construction of the new building space at the New Location and shall expressly exclude the value of the Land, but shall include the proportionate share of costs associated with environmental removal and/or remediation associated with (i) the new building site, (ii) related utility infrastructure leading to the new building site, and (iii) up to fifty (50) feet of ingress and egress improvements measured from the new building.

(ii) Within five (5) days after delivery of Lessor's Notice, the parties shall meet to review the information contained in Lessor's Notice. Lessee may provide input as to the Construction Cost and the proposed construction plans related to the New Location, and Lessor and Lessee shall mutually agree that the proposed plans meet the uses described in subsection 1(c)(ii) of this Agreement.

(iii) **"Adjusted Rent"** means the final product of the following: the Construction Cost divided by three hundred sixty (360) with the quotient multiplied by one hundred twenty percent (120%) with the product multiplied by twelve (12) [Adjusted Rent = (Construction Cost / three hundred sixty) x 1.20 x 12]. For example, if the Construction Cost is \$1,000,000.00, then the Adjusted Rent would be \$40,000.00 [(1,000,000 / 360) x 1.20 x 12] per year. Upon the satisfaction of the conditions for the relocation set forth in subsection 1(c) and this subsection 4(b), the annual rental set forth in subsection 4(a) shall be modified to be the Adjusted Rent.

(iv) The Rent and Adjusted Rent shall be adjusted every 60 months during the Term, including any Extension Terms, effective on the date which is 60 months after the commencement of Term, with respect to the Rent, and effective on the date which is 60 months after the date on which the Adjusted Rent became effective, with respect to the Adjusted Rent (each an **"Adjustment Date"**). Rent and Adjusted Rent shall be adjusted effective on each Adjustment Date by an amount equal to the percentage difference, if any, in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average (1982-84 = 100) (the "CPI") between the month which is 60 months prior to the Adjustment Date and the month in which Adjustment Date occurs. Notwithstanding the foregoing, in no event shall the Rent or Adjusted Rent as adjusted increase by more than ten percent (10%) over any five (5) year period.

5. UTILITIES.

(a) Electricity, Gas and Sewer. Lessor shall cause all utilities, including water, serving the Leased Premises to be separately metered. Until such time as Lessor arranges separate meters or billing for electrical, gas and sewer service to the Leased Premises, Lessee shall reimburse Lessor for Lessee's proportionate use of the foregoing services as determined on a usage basis and according to standard rates. Once separate meters or billings arrangements are made for the portions of the Leased Premises used by Lessee, Lessee alone will be responsible for paying such utility charges.

(b) Water.

(i) Until such time as a separate meter is set as contemplated in subsection 5(c)(ii) below, Lessee shall pay Lessor the sum of Two Thousand Dollars (\$2,000.00) per year for water usage on the Leased Premises; provided, however, that within sixty (60) days after each anniversary of the Term, Lessor and Lessee may mutually agree in writing upon an estimate of actual water usage for the Leased Premises during the previous year and the amount Lessee would be obligated to pay for such usage if the Leased Premises were separately metered and, if such estimate is higher than Two Thousand Dollars

(\$2,000.00), Lessee shall pay Lessor the difference within thirty (30) days of the parties' mutual agreement of such amount.

(ii) Upon the setting of a separate water meter for the Leased Premises, the obligation to pay an annual payment as outlined subsection 5(b)(i) above will terminate and Lessee will be responsible for paying the monthly bills associated with the meter for water use occurring on the Leased Premises.

6. **POSSESSION; CONDITION OF LEASED PREMISES.** Lessee shall be entitled to possession of the Leased Premises on _____, 2017. Lessee has inspected the Leased Premises and accepts possession of the Leased Premises in its "AS IS" condition on the date of possession. Except as otherwise expressly provided in this Lease, Lessee has full responsibility for the repair, alteration, maintenance, and replacement of the Leased Premises.

7. **USE OF PREMISES.** Lessee covenants and agrees during the Term of this Lease to use and to occupy the Leased Premises only for the Permitted Uses. Lessee shall not allow the Leased Premises to be used for the storage, use treatment, manufacture or sale of Hazardous Material except such fuels, solvents and other petrochemicals used in connection with the repair, maintenance and operation of road maintenance vehicles and equipment and such other materials used in connection with maintaining roadways, both public and private. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by the United States of America, the State of Utah, the County of Summit County, or the City of Park City because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any environmental requirements applicable to the Leased Premises. Lessee acknowledges that Lessor may incur costs for complying with laws relating to Hazardous Material, or otherwise in connection with Hazardous Material. Lessee agrees that the cost incurred by Lessor with respect to the Leased Premises for complying with laws relating to Hazardous Material shall be paid by Lessee, if Lessee's use or storage of Hazardous Material on the Leased Premises is the cause of such liability. "**Environmental requirements**," as set forth above, means any laws, rules, regulations, guidance documents, judgments, decrees, orders, and other restrictions and requirements now or hereafter in effect of any governmental authority relating to the regulation or protection of human health and safety, natural resources, conservation, the environment or to any Hazardous Material. Any fuels, solvents and other petrochemicals stored and used on the Premises shall be stored and used in compliance with industry standard and applicable regulations.

Lessee will make no unlawful use of the Leased Premises and agrees to comply with all valid regulations of the Park City Municipal Corporation, Summit County, the State of Utah and the United States, but this provision shall not be construed as creating any duty by Lessee to members of the general public or a duty by Lessee to upgrade the facilities or Building constituting the Leased Premises as they exist on the date of this Lease.

8. **QUIET ENJOYMENT.** Lessor covenants that its estate in the Leased Premises is fee simple and that Lessor has the right and authority to enter into this Lease and lease the Leased Premises to Lessee on the terms and conditions contained herein. Lessee, on paying the rent herein reserved and performing all the agreements by the Lessee to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the Leased Premises for the Term of this Lease free from molestation, eviction or disturbance by the Lessor or any other persons or legal entity whatsoever, subject to Section 9 below.

9. **MAINTENANCE/ALTERATION OF LEASED PREMISES.**

(a) Lessee shall, at all times during the Term of this Lease, at Lessee's sole cost and expense, keep and maintain the Leased Premises, including the Building and other improvements, appurtenances, and every part thereof that may exist on, in, or be made a part of the Leased Premises, in a reasonably safe

and serviceable condition, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. If Lessee fails to keep and maintain the Leased Premises as required by this Lease, Lessor may (but shall not be required to) perform and satisfy same, and Lessee hereby agrees to reimburse Lessor, for the reasonable cost thereof promptly upon demand. Lessee shall not permit any material waste of the Premises. Lessee shall keep the entire Leased Premises substantially free of any accumulation of rubbish, snow, and ice; provided, however, that Lessor may, at its sole cost and expense, elect to perform snow or ice removal on the Lessor Right-of-Way (defined below) in order to gain access to Lessor's adjacent property. In such event, Lessor shall indemnify, defend and hold Lessee and Lessee's employees, agents, guests and invitees harmless for, from and against any and all claims, liability, damages or injury arising out of Lessor's or its agent's removal of snow or ice on the Leased Premises. Unless otherwise expressly provided in this Lease, Lessor is not required to maintain, repair, clean, alter, or improve the Leased Premises, or to provide any services to the Leased Premises.

(b) Lessee may, at its sole cost and expense, alter, replace, or remodel the Building or any improvements upon the Leased Premises ("**Alterations**"), provided that the foregoing: (a) are made in compliance with all local, State, and federal rules, regulations, and laws; (b) are completed in accordance with generally accepted construction standards; (c) any remodeling shall not materially diminish the value of the Building or the Leased Premises; and (d) Lessee shall not allow mechanic's or materialmen's liens to affix to the Leased Premises because of the Alterations. Notwithstanding the foregoing, Lessee shall not make structural alterations or improvements to the Building without the prior written approval of the Lessor.

(c) Lessee will provide dumpsters or other suitable means of trash disposal adjacent to the Building. Lessee shall be responsible for the costs associated with trash generated from the Leased Premises.

(d) Notwithstanding anything to the contrary contained in this Lease, Lessor shall be responsible for policing the use, and the maintenance, repair, and replacement, of the Lessor Parking Spaces. Lessor shall cause the Lessor Parking Spaces to be separately designated with signage as parking spaces reserved to Lessor.

10. **ACCESS TO LESSOR'S PROPERTY.** Lessor hereby reserves a right-of-way across the Leased Premises as depicted on Exhibit B attached hereto as the North Parcel Access (the "**Lessor Right-of-Way**") for purposes of ingress, egress and access to and from the Lessor's property adjacent to the Leased Premises; provided, however, that Lessor agrees to indemnify, defend and hold Lessee and Lessee's employees, agents, guests and invitees harmless for, from and against any and all claims, liability, damages or injury arising out of Lessor's or its agent's use of the Lessor Right-of-Way. As provided in and subject to Section 9(a), Lessor may elect to remove snow or ice from the Lessor Right-of-Way at its sole cost and expense in order to provide access to Lessor's property. Lessee shall not use the Leased Premises in any way that unreasonably interferes with Lessor's use of the Lessor Right-of-Way.

11. **SURRENDER OF PREMISES AT END OF TERM—REMOVAL OF FIXTURES.**

(a) Lessee agrees that upon the termination of this Lease it will surrender, yield up and deliver the Leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Lessee.

(b) Lessee may, at the expiration of the Term or an Extension Term of this Lease, or at a reasonable time thereafter, if Lessee is not in default hereunder, remove any trade fixtures or equipment which Lessee has installed in the Leased Premises and shall promptly repair any and all damage caused by such removal.

12. **HOLDING OVER.** Continued possession, beyond the expiration date of the Term of this Lease or any Extension Term, by the Lessee (and absent a written agreement by both parties for an extension of this Lease, or for a new lease, and absent the written consent of the Lessor) shall constitute a month-to-month extension of this lease at a rental of 150% of the previous rental for the Leased Premises (plus payment of all other expenses payable by Lessee as set forth in this Lease). Such holding over without the Lessor's consent shall not prejudice the Lessor's right to bring an action for the eviction of the Lessee.

13. **ASSIGNMENT AND SUBLETTING.** Lessee shall not sublease or assign this Lease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. No such assignment or subletting by the Lessee shall relieve the Lessee of the obligations under this Lease. In the event of a default in the Lease after any assignment or subletting, the Lessor may proceed against the Lessee or such assignee or sublessee, or both. Notwithstanding the foregoing, Lessee shall have the right, without the consent of Lessor, to enter into an assignment or sublease of this Lease to (i) the Empire Pass Master Owners Association, Inc., provided there is an existing, valid lease between Lessor and the Empire Pass Master Owners Association, Inc., (ii) any entity that owns or controls, or is owned or controlled by, Lessee, or (iii) any entity that acquires all or substantially all of Lessee's assets or is merged or consolidated with Lessee, provided that: (a) the assignee or transferee is not a debtor or debtor-in-possession in a voluntary or involuntary bankruptcy proceeding; and (b) the assignee or transferee assumes all of Lessee's obligations under this Lease thereafter arising and Lessor is provided with a fully executed copy of the assignment and assumption agreement. If Lessee's interest in this Lease is assigned in violation of the provisions of this Section 13, such assignment shall be void and of no force and effect against Lessor.

14. **REAL ESTATE TAXES.** All real estate taxes levied or assessed by lawful authority (but reasonably preserving Lessor's rights of appeal) against the Leased Premises, if any, shall be timely paid by Lessor.

15. **INSURANCE.**

(a) It is the intent of the parties that all risk of loss for the Leased Premises be shifted to insurance to the maximum extent practicable. Accordingly, unless Lessor otherwise agrees in its sole discretion, Lessee shall maintain, or cause to be maintained, insurance covering the risks enumerated below. The premiums for such insurance shall be paid by Lessee. Such insurance shall be written on an occurrence basis unless Lessor otherwise consents in writing, but for errors and omissions insurance issued on a claims-made basis. The policy shall provide that: (i) such insurance shall be primary coverage without reduction or right of offset or contribution on account of any insurance provided by Lessor to itself or its officers, officials, or employees; (ii) such insurance shall not be altered or cancelled without thirty (30) days' written notice to Lessor; and (iii) such insurance shall name Lessor as an additional insured.

(b) Lessee shall, at its sole cost and expense throughout the entire Term of this Lease, keep the Building and other improvements on the Leased Premises insured against loss or damage by fire, windstorm, flood or earthquake, in each case in amounts equal to the full replacement cost of the Building and other improvements on the Leased Premises from time to time.

(c) At all times during the Term of this Lease, Lessee shall maintain a primary commercial general liability insurance ("CGL") policy covering all claims for bodily injury (including death) and property damage, including loss of use thereof, with no less than Two Million Dollars (\$2,000,000) per occurrence limit and Three Million Dollars (\$3,000,000) aggregate limit, to include personal injury and property damage, and contract liability to cover all insurable obligations in this Lease. Coverage shall be specific for this project or, upon approval of Lessor, covered under umbrella or pooled policies. The policy or policies must be on an "occurrence" basis unless waived by the Lessor. The CGL policy shall

include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this Lease are insured by the carrier. Lessee shall also maintain an automobile liability insurance ("Auto") with no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

(d) Lessee will not do or permit the doing of any act which would violate any insurance, or increase the insurance rates in force upon the real estate improvements on the Leased Premises or upon any personal property of the Lessee upon which the Lessor by law or by the terms of this lease, has or shall have a lien. In the event that any improvements caused by Lessee, any personal property of Lessee's on the premises or any activity of Lessee on the premises causes the Lessor's insurance premium to increase, then the Lessee shall be responsible for 100% of the cost of such increase.

(e) Subrogation rights are not waived, unless Lessor and Lessee agree in writing to special provisions that shall be attached to this lease.

(f) Lessor shall be named as an additional insured on the CGL and Auto insurance policies and a copy of the endorsement naming the Lessor as an additional insured shall be attached to the Certificate of Insurance. The Lessor reserves the right to request certified copies of any required policies. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(g) Lessee'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.

16. **INDEMNITY.** Except as to any negligence or activities of the Lessor arising out of Lessor's or its employees, agents, guests, invitees or licensees of Lessor's property or Lessor's Right-of-Way, Lessee will protect, indemnify, and save harmless the Lessor from and against any and all loss, costs, damage and expenses (i) occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in, upon or about the Leased Premises, or (ii) due directly or indirectly to, or arising out of or in connection with, the tenancy, use or occupancy of the Leased Premises, or any part thereof, by the Lessee, its employees, agents, subtenants or invitees, or any person claiming by, through, or under any of them.

17. **DESTRUCTION OF PREMISES; INTERRUPTION OF USE.** Notwithstanding any other provision of this Lease, if for any reason, a condition develops that prevents Lessee from conducting normal business operations on the Leased Premises, for a period of thirty (30) days, Lessee, at its option, may terminate this Lease and each party shall be released from all future obligations hereunder, with Lessee paying rental pro rata only to the beginning date of such condition. Such termination shall be effected by written notice to Lessor within thirty (30) days after such determination. Lessee shall surrender possession within ten (10) days after delivery of such notice and thereafter, each party shall be released from all future obligations hereunder, Lessee paying rental pro rata only to the date of such condition. Notwithstanding the foregoing, Lessee may, at its option, replace or rebuild the Building at its sole cost and expense following any damage or destruction to the Building in accordance with Section 9(b).

18. **CONDEMNATION.** Should the whole or any part of the Leased Premises be condemned or taken by eminent domain for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the taking, each party will then be entitled to such proportion of said award as may be fair and reasonable and reflective of their respective property interests in the land so taken.

19. **TERMINATION AND DEFAULT.**

(a) This Lease shall terminate upon expiration of the Term or an Extension Term, as applicable. Upon default in payment of rental herein or upon any other default by Lessee in accordance with the terms and provisions of this Lease, this Lease may at the option of the Lessor be cancelled and forfeited; provided, however, that before any such cancellation and forfeiture, except as provided in Section 19(b) below, Lessor shall give Lessee written notice specifying the default, or defaults, and stating that its Lease will be cancelled and forfeited fourteen (14) days after the giving of such notice, in the case of failure to pay rent and/or other charges unless such default, or defaults, are remedied within such grace period; and thirty (30) days after the giving of such notice, in the case of defaults other than for the payment of rent; provided, however, that if the nature of the default is other than the payment of rent or other charges, and such defaults cannot reasonably be cured within such thirty (30) day period, the Lessee shall not be in default provided it commences to cure the default within such thirty (30) day period and thereafter diligently completes the cure. Lessee will be liable for all legal fees and expenses incurred by Lessor in connection with the collection of delinquent rent or other defaults by Lessee. Lessor may provide Lessee written notice of default, with Lessee's opportunity to cure as specified in this subsection 19(a), in the event the parking areas of the Leased Premises are used for any use other than the Permitted Uses.

(b) In the event Lessee is adjudicated as bankrupt or in the event of a judicial sale or other transfer of Lessee's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within sixty (60) days from the giving of notice thereof by Lessee to Lessor, then and in any such events, Lessor may, at its option, immediately terminate this Lease and re-enter said premises, upon giving of ten (10) days written notice by Lessor, all to the extent permitted by applicable law.

(c) Acceptance of keys, advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor, and not as an agreement to terminate this Lease.

20. RIGHT OF EITHER PARTY TO CURE ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions to this Lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or cure such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of twelve percent (12%) per annum, from the date of advance.

21. SIGNS.

(a) Lessee may install such reasonable signage in compliance with all applicable codes as is necessary for the operation of its business in conformance with the Permitted Uses in Section 7.

(b) Lessor, during the last ninety (90) days of this Lease, or extension, shall have the right to maintain on the Leased Premises either or both a 'For Rent' or 'For Sale' sign and Lessee will permit, at such time, prospective lessees or buyers to enter and examine the premises upon reasonable notice from Lessor.

22. MECHANIC'S LIENS. Neither the Lessee nor anyone claiming by, through, or under the Lessee, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Leased Premises or upon any building or improvement thereon, or upon the leasehold interest of the Lessee therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alternation, repairs or any part thereof, shall at any time be or become entitle to any lien thereon, and for the further security of the Lessor, the Lessee covenants and agrees to give actual notice thereof in advance, to any

and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

23. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. **NOTICES AND DEMANDS.** All notices required or permitted under this Lease shall be in writing. Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Notices by mail shall be considered given under the terms of this Lease two (2) days after being sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box. Notices by personal delivery, fax, and e-mail shall be deemed to be given upon delivery as evidenced by receipt or other reasonable evidence.

25. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

26. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Lessor or Lessee shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Lessee. THIS LEASE, INCLUDING ANY EXHIBITS HERETO, CONTAINS THE WHOLE AGREEMENT OF THE PARTIES AND SUPERSEDES ANY PRIOR MEMORANDA OR UNDERSTANDINGS BETWEEN THE PARTIES.

27. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

28. **MISCELLANEOUS.**

(a) The rules, regulations, and policies of the City and County relative to security and public safety shall apply to the Leased Premises.

(b) Within ten (10) days of filing a request in writing by Lessor, Lessee shall execute and deliver to Lessor an estoppel certificate (or any other document that may be reasonably required by any prospective mortgagee or purchaser of the property or any position thereof) indicating that there are no defaults in the Lease (or specifying such defaults). Failure of Lessee to timely execute and deliver such estoppel certificate or other instruments shall constitute an acknowledgement by Lessee that statements included in the estoppel certificate are true and correct, without exception.

(c) Lessor reserves the right at all reasonable times and upon reasonable notice (24 hours conclusively deemed to be reasonable) to Lessee (except in the case of an emergency) to enter the Leased Premises to inspect them, show the Leased Premises to prospective purchasers, mortgagees, or lessees, and to post notices of non-responsibility.

(d) In the event any provision, or any portion of any provision of this Lease is held invalid, the other provisions of this Lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

(e) This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of a signed copy of this Lease by facsimile, e-mail or similar electronic means shall be deemed the same as delivery of an original.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

LESSOR:

PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah

By: _____
Jack Thomas, Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

LESSEE:

TALISKER CLUB 2.0 LLC,
a Delaware limited liability company

By: REDUS Park City LLC,
a Delaware liability company
Its: Sole Member

By: REDUS Properties, Inc.,
a Delaware corporation
Its: Manager

By: _____
Daniel Bartok, President

EXHIBIT A
LEGAL DESCRIPTION OF THE MINE BENCH PROPERTY

A parcel of land located in the southeast quarter of Section 21 and the northeast quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 337.42 feet along section line and North 96.81 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly boundary of the Marsac Avenue Right-of-Way, recorded June 28, 2002, as Entry No. 623451 in the office of the Summit County Recorder; and running thence North 48°58'47" East 120.58 feet; thence North 21°40'14" East 199.66 feet; thence North 23°48'28" West 61.83 feet to a point on the southerly sideline of the Chapter mining claim Lot 335 in the Uintah Mining District, and running thence coincident with the southerly sideline of the Chapter Lot 335 the following (2) courses: 1) North 85°06'00" East 211.97; thence 2) North 51°30'00" East 382.28 feet to a point on a non tangent curve to the left having a radius of 1050.77 feet, of which the radius point bears North 89°10'23" East, said point also being on the westerly boundary of the Marsac Avenue Right-of-Way, recorded September 17, 2007, as Entry No. 825734 in the office of the Summit County Recorder; thence coincident with the westerly boundary of the Marsac Avenue Right-of-Way the following eleven (11) courses: 1) southerly along the arc of said curve 338.61 feet through a central angle of 21°11'23" to a point on a non tangent curve to the left having a radius of 686.62 feet, of which the radius point bears North 74°37'10" East; thence 2) southeasterly along the arc of said curve 450.12 feet through a central angle of 37°33'38" to a point on a non tangent curve to the left having a radius of 1050.77 feet, of which the radius point bears North 43°41'43" East; thence 3) southeasterly along the arc of said curve 68.58 feet through a central angle of 03°44'21"; thence 4) South 50°02'39" East 142.82 feet to a point on a curve to the right having a radius of 860.00 feet, of which the radius point bears South 39°57'21" West; thence 5) along the arc of said curve 136.47 feet through a central angle of 09°05'32" to a point on a non tangent curve to the right having a radius of 586.62 feet, of which the radius point bears South 57°10'28" West; thence 6) southeasterly along the arc of said curve 78.91 feet through a central angle of 07°42'26"; thence 7) South 25°06'53" East 392.50 feet; thence 8) South 15°46'27" East 141.56 feet to a point on a non tangent curve to the right having a radius of 408.37 feet, of which the radius point bears South 84°11'45" West; thence 9) southerly along the arc of said curve 16.42 feet through a central angle of 02°18'15"; thence 10) South 03°30'00" East 63.08 feet to a point on a non tangent curve to the left having a radius of 320.00 feet, of which the radius point bears North 86°29'59" East; thence 11) southeasterly along the arc of said curve 276.53 feet through a central angle of 49°30'45" (deed 49°30'48") to a point on the northwesterly boundary of Parcel 3 described in that certain special warranty deed recorded October 21, 1980 as Entry No. 171980 in Book M169 at page 778 on file and of record in the office of the recorder, Summit County, Utah; thence coincident with said special warranty deed South 79°38'18" West 301.69 feet (deed South 78°38'18" West) to a point on the boundary of Flagstaff Mountain Resort, recorded July 28, 1999, as Entry No. 545098 in the Office of the Recorder, Summit County, Utah; thence coincident with the boundary of Flagstaff Mountain Resort South 17°09'46" East 32.98 feet to a point on a non tangent curve to the left having a radius of 275.00 feet, of which the radius point bears South 55°22'52" West, said point also being on the easterly boundary of the Marsac Avenue Right-of-Way, recorded June 28, 2002, as Entry No. 623451 in the office of the Summit County Recorder; thence coincident with the easterly boundary of the Marsac Avenue Right-of-Way the following thirteen (13) courses: 1) northwesterly along the arc of said curve 62.75 feet through a central angle of 13°04'22"; thence 2) North 47°41'30" West 172.80 feet to a point on a curve to the left having a radius of 351.56 feet, of which the radius point bears South 42°18'30" West; thence 3) along the arc of said curve 185.62 feet through a central angle of 30°15'03"; thence 4) North 77°56'33" West 176.15 feet to a point on a curve to the right having a radius of 340.00 feet, of which the radius point bears North 12°03'27" East; thence 5) along the arc of said curve 152.67 feet through a central angle of 25°43'36"; thence 6) North 52°12'57" West 74.75 feet to a point on a curve to the right having a radius of 375.00 feet, of which the radius point bears North 37°47'03" East; thence 7) along the arc of said curve 97.76 feet through a central angle of 14°56'10"; thence 8) North 37°16'47" West 189.89 feet to a point on a curve to the right having a radius of 325.00 feet, of which the radius point bears North 52°43'13" East; thence 9) along the arc of said curve 48.46 feet through a central angle of 08°32'36" to a point of reverse curve to the left having a radius of 1025.00 feet, of which the radius point bears South 61°15'49" West; thence 10) northwesterly along the arc of said curve 302.92 feet through a central angle of 16°55'57" to a point of reverse curve to the right having a radius of 375.00 feet, of which the radius point bears North 44°19'52" East; thence 11) northwesterly along the arc of said curve 216.83 feet through a central angle of 33°07'47" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point

bears South 77°27'40" West; thence 12) northwesterly along the arc of said curve 285.77 feet through a central angle of 21°07'36" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears North 56°20'03" East; thence 13) northwesterly along the arc of said curve 55.84 feet through a central angle of 04°24'47" to the point of beginning.

Less and Excepting the following:

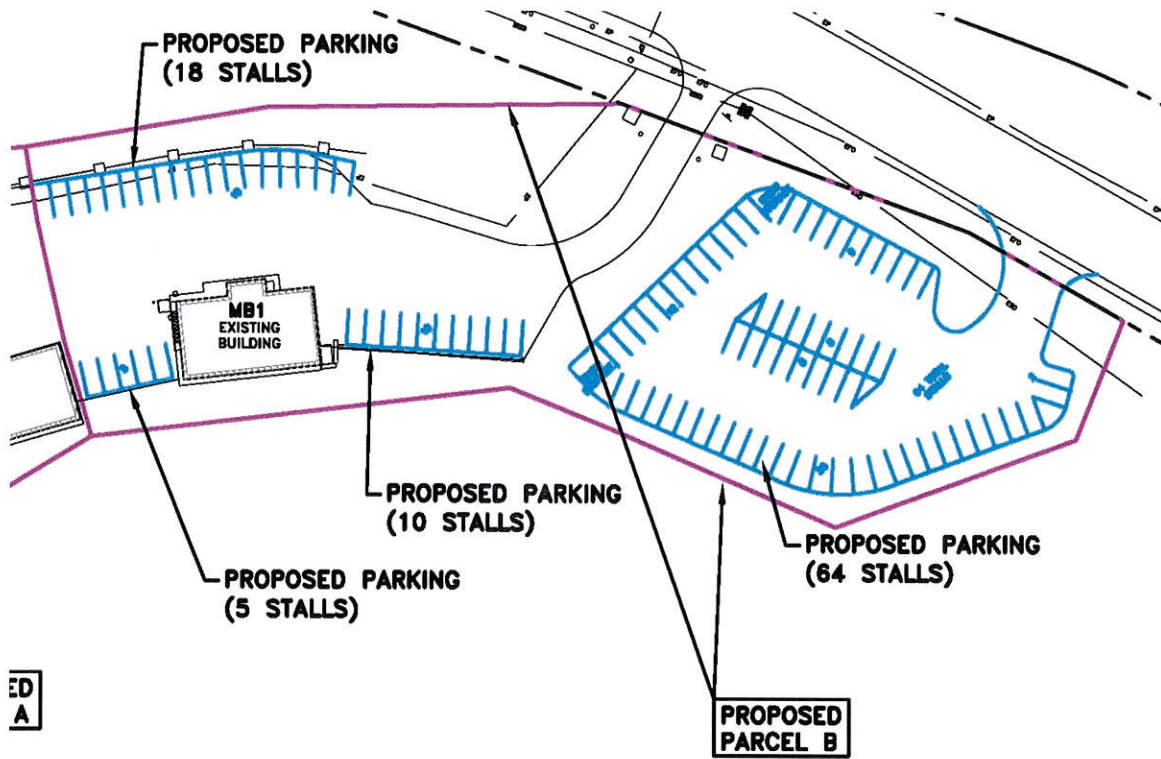
BEGINNING AT A POINT LOCATED NORTH 455.92 FEET AND EAST 3370.90 FEET MORE OR LESS FROM A SECTION CORNER COMMON TO SECTIONS 20, 21, 28 AND 29 IN TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 33°42'02" WEST 108.13 FEET; THENCE SOUTH 17°51'26" WEST 61.96 FEET; THENCE SOUTH 16°15'59" EAST 99.96 FEET; THENCE SOUTH 1°29'54" EAST 152.98 FEET; THENCE SOUTH 27°26'18" EAST 88.97 FEET; THENCE SOUTH 46°01'0" EAST 80.60 FEET; THENCE SOUTH 68°45'43" EAST 60.77 FEET; THENCE SOUTH 64°9'40" EAST 45.23 FEET; THENCE NORTH 42°51'43" EAST 42.86 FEET; THENCE SOUTH 46°15'46" EAST 15.23 FEET; THENCE NORTH 19°6'20" EAST 93.55 FEET; THENCE NORTH 74°22'6" WEST 21.74 FEET; THENCE NORTH 17°56'16" EAST 80.73 FEET; THENCE NORTH 76°40'11" WEST 24.74 FEET; THENCE NORTH 75°59'11" WEST 127.02 FEET; THENCE NORTH 59°2'43" WEST 15.24 FEET; THENCE NORTH 17°47'43" EAST 165.41 FEET; THENCE NORTH 27°21'09" WEST 54.94 FEET; THENCE NORTH 32°42'55" WEST 112.86 FEET; THENCE NORTH 37°7'41" WEST 46.39 FEET TO THE point of beginning.

EXHIBIT B
DEPICTION OF INITIAL LEASED PREMISES
[Labeled as Proposed Parcel B below]

[Attached]

EXHIBIT C
DEPICTION OF PARKING SPACES



Mine Bench Parcel R-18





DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

A public hearing should be held on the fiscal year 2017-2018 budget so comments and questions from the public can be addressed.

Respectfully:

Michelle Kellogg, City Recorder



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

The Peace House Inc. has applied for a fee waiver for building, planning, engineering and impact fees associated with the construction of a new commercial structure located at 700 Round Valley Drive, Park City, building permit BD-17-23946. Total fees for Building, Planning, Engineering and Impact Fees are \$199,410.47. [MCPC 11-12-15](#) requires Council to approve fee waivers above \$25,000.00.

Consistent with the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees, any total waiver of fees waivers in excess of the \$200,000.00 per fiscal year will require any additional requests to obtain City Council approval. This request is anticipated to impact fiscal year 2018 (as determined by permit issuance date). Any fee adjustment applications beyond \$200,000 within the same fiscal year will require City Council approval, even if the individual request is less than \$25,000.00.

Respectfully:

Michelle Downard, Deputy Chief Building Official



City Council Staff Report

Subject: Peace House Inc. - Fee Waiver Request
Author: Michelle Downard, Deputy Chief Building Official
Department: Building Department
Date: June 8, 2017
Type of Item: Administrative

Summary Recommendation

Staffs recommends for Council hold a public hearing and make a final determination on a fee waiver request in the amount of \$199,410.47 for the Peace House Inc. in accordance with the [Municipal Code of Park City \(MCPC\) 11-12-15](#).

The Fee Adjustment Committee recommends a waiver of \$50,000.00. Their recommendation is reflective of their scoring criteria and consideration of the City Council's goals, the project's public benefit, the applicant's need for the waiver and the other City funding/support already provided.

Executive Summary

The Peace House Inc. has applied for a fee waiver for building, planning, engineering and impact fees associated with the construction of a new commercial structure located at 700 Round Valley Drive, Park City, building permit BD-17-23946. Total fees for Building, Planning, Engineering and Impact Fees are \$199,410.47. [MCPC 11-12-15](#) requires Council to approve fee waivers above \$25,000.00.

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Acronyms

MCPC Municipal Code of Park City

The Problem

The Peace House Inc. is a non-profit organization which provides a public benefit and the fees associated with the development of a new structure could create a financial hardship.

Background

- The Peace House Inc. is constructing a new commercial building located at 700 Round Valley Drive, Park City and includes new 42,000 sq ft facility and contains 22 housing units.

- The Peace House Inc. has operated in Park City since the early 1990's as a non-profit business and has identified multiple public benefits within their application, including short term housing for victims of domestic violence, therapy, training, childcare and public outreach regarding domestic violence.
- The fees for building, planning and engineering are calculated according to the cost of providing the services related to the development. Therefore, any waiver of fees would have to be absorbed by the already allocated General Fund.
- The subject fees are an estimate and may vary slightly due to changes in the scope of construction activity or other factors. The fee request includes the \$2,000 fee already paid for building plan review.
- [MCPC 11-12-15](#) allows for fees to be reduced or waived for public or non-profit projects which are deemed to serve a beneficial public purpose, provided that any waiver or reduction in excess of five thousand dollars (\$25,000) must have City Council approval.
- Impact Fees (including public safety and streets) were calculated in association with the new development in accordance with MCPC Title 11, Chapter 13 and are eligible to be waived if the development activity provides a broad public purpose.
- Indoor and Outdoor Water Impact Fees are not reflected in the fee waiver, which is consistent with the Water Service Agreement executed on May 5, 2008 between Park City Municipal and IHC Health Services Inc.
- On April 13, 2017 Council adopted the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees and the creation of the Fee Adjustment Committee ([packet, pg 118](#))
- Park City receives Fee Adjustment Applications on an ongoing basis. Significant projects anticipated within the near future include Woodside Park (city project), PC Heights (affordable housing) and the National Ability Center (non-profit).

Analysis

- The total valuation for the development is \$9,000,000.00. Fees have been calculated in accordance with the adopted fee schedule. This is a significant construction project that will require a corresponding amount of staff time from primarily the Building Department, as well as time from the Planning and Engineering Departments.
- The Fee Adjustment Committee returned a waiver recommendation of \$50,000.00. Their recommendation is reflective of their scoring criteria. The Committee's scoring for City Council's goals and the project's public benefit were both high with an average score of 27 out of 30. The scores for the applicant's need for the waiver were lower and reflected the committee's consideration of other City funding/support already provided (see below). The Committee scored the applicant's need for a waiver at 7.5 out of 30. The Committee also expressed concerns on the availability of funding for other applicants if this request were to exhaust the \$200,000 threshold (not including City projects). While other applicants would still be eligible to request a waiver, they would require Council approval. The Committee feared that this process would deter applicants from applying.
- A \$50,000 decrease in revenue for the Building Department (in the form of a fee waiver) would result in a shortfall that would have to be absorbed by the general

fund or result in a strain on the department budget, whose largest expenditure, like most other departments, is personnel. A \$200,000 fee waiver for one project, would create a significant deficit in the Building Department or, if passed on, within the General Fund, and would make it difficult to justify additional fee waivers for other organizations within the same fiscal year. The total fee waiver request of \$199,410.47 is the equivalent of 2 full time Building Inspectors (aprox \$30/hr with benefits).

- The Peace House Inc. identified the following actions taken to contribute to City Council's goals and further justify a fee adjustment:
 - Energy- LEED construction and Incorporating Solar Power as part of the Rocky Mountain Power Blue Sky Initiative
 - Housing- Over 65% of the building is affordable housing (pending staff's full plan review for compliance)
 - Involved Citizenry - with a large component of volunteers and major emphasis on public outreach in order to prevent domestic violence
 - Economic Diversity - by providing shelter for residents of all levels of society
 - Need for Waiver- The project is being funded through a combination of sources, including Summit County, the sale of the existing shelter, Intermountain Health Care Affordable Housing Fees and donations. Therefore, any waiver of fees would be financially impactful.
- If the City Council approves the \$50,000 fee waiver, the City will be providing the following to The Peace House over a two year period:

Item	Total
2017-2018 Special Service Contract	\$65,000 (cash)
2015 City allowing IHC fulfillment of 12.5 AUE	\$1,780,775 (monetary value)
2017-2018 This Building, Planning, Engineering Fee Waiver	<u>\$50,000</u>
Total	\$1,895,775
<i>Additional: 2015 allowing IHC fulfillment of 4 AUEs</i>	<i>\$2,596,775 (monetary value)</i>

- The Peace House Inc. was awarded \$32,500 for FY17 and FY18 through the Special Service Contract process to help fund specific services, including the administration of the Peace House Women's Shelter and Educational Services Programs.
 - Park City has assisted the Peace House Inc. by allowing Intermountain Health Care to fulfill 12.5 affordable unit equivalents through a land lease on the property on which Peace House Inc. is building their new facility (cost is \$1 per year and lease is for 50 years). The monetary value of this transaction is \$1,780,775 based on an in lieu fee valuation. Additionally, Park City allowed Intermountain Health Care to make a donation to Peace House in order to fulfill 4 additional affordable unit equivalents (\$816,000) of their housing obligation, (\$2,596,775 in value). See the Council Packet on [June 4, 2015, pg. 714](#) and [February 2, 2017, pg. 141](#).
- This individual request is anticipated to impact FY18 (determined by the date of permit issuance) and has the potential to almost meet the Administrative Policy fiscal year threshold of \$200,000.00. Consistent with the policy, all additional

requests during that fiscal year would require City Council approval unless otherwise directed. This request is anticipated to impact fiscal year 2018 (as determined by permit issuance date). Any fee adjustment applications beyond \$200,000 within the same fiscal year will require City Council approval, even if the individual request is less than \$25,000.00.

Building Fees	
\$72,000.00	Building Permit (\$2,000 already paid)
\$46,800.00	Plan Check
\$720.00	State Fee
\$9,137.80	Sub Electrical
\$10,897.30	Sub Mechanical
\$2,897.75	Sub Plumbing
\$229.33	State Fee for Subs
\$34,060.00	Parks, Trails, Open Space
\$11,331.77	Public Safety
\$6,350.48	Streets
\$194,424.43	Total

Planning Fees	
\$320.00	Master Sign Plan
\$1,300.00	Design Review
\$1,620.00	Total

Engineering Fees	
\$1,166.04	New Water Meter
\$200.00	Work in the ROW Permit
\$2,000.00	Work in the ROW Guarantee
\$3,366.04	Total

Staff Recommendation

Staffs recommends for Council hold a public hearing and make a final determination regarding the fee waiver request in the amount of \$199,410.47 for the Peace House Inc. in accordance with the [Municipal Code of Park City \(MCPC\) 11-12-15](#). The Fee Adjustment Review Committee recommends a waiver of \$50,000.00. Their recommendation is reflective of their scoring criteria and consideration of the City Council's goals, the project's public benefit, the applicant's need for the waiver and the other City funding/support already provided.

Alternatives for City Council to Consider

- A. Approve:** City Council would approve a \$50,000.00 fee waiver, consistent with the Fee Adjustment Committee's Recommendation.
- B. Deny:** Council can deny the request for any waiver and the Peace House Inc. will be responsible to pay all calculated fees.
- C. Amend:** Council may amend the current recommendation and waive a higher or lower percentage of the fees.
- D. Continue:** Council may continue the item.

Department Review

The Engineering, Planning, Budget, Legal and Executive Department have reviewed this staff report.

Attachments

EXHIBIT A Peace House Inc. – Construction and Development Fee Adjustment Application



Exhibit A - Peace House Inc. - Construction and Development Fee
Adjustment Application

**Construction and Development
Fee Reduction Application**
Park City Municipal Corporation

Please provide two (2) hard copies and an electronic copy of this application and all other requested information to the Building Office.

(1) Applicant Contact Information

Name Peace House Inc

Address 1960 Sidewinder Dr, Suite 208
 Park City, UT 84060

Phone 435 658-4739 Fax 435-658-4804

E-mail dclyde@allwest.net

Permit(s) Building Permit: BD-17-23946 and CUP of May 26th

(2) Indicate the applicable items for which a waiver is being requested (all that apply):

- | | |
|--|---|
| ☒ Building Plan Review | ☐ Annexation Application Fee |
| ☒ Engineering Plan Review | ☐ Condo Plat Application Fee |
| ☒ Planning Plan Review | ☐ Plat Amendment Application Fee |
| ☒ CUP Application Fee | ☐ Historic District Design Review |
| ☐ MPD Application Fee | ☒ Water Fees (interior) |
| ☒ Building Permit Fee | ☒ Water Fees (exterior) |
| ☐ Parks, Trails, Open Space, Police, Roadway Facilities | |
- ☒ Other: Please explain: Water fees are apparently covered in the IHC annexation but in the event that there are any additional fees in this regard we are including them.

(3) Projected total of all fees: \$ _____ ~\$ 60,000 _____

(4) Total construction cost of subject project: \$ _____ \$9,000,000 _____

(5) Project Description: Please provide no more than two pages of narrative addressing the following topics.

- a) Contributing to a City Council Goals (30 pts)
Traffic Mitigation; Affordable Housing; Green Construction; Decreased Carbon Emissions; Involved Citizenry; Economic Diversity; Thriving Mountain Community; Arts & Culture; Preserving and Enhancing the Natural Environment

September 30, 2015

**Project Description
for the
Peace House Community Campus**

May 16, 2017

Overview

The Peace House is a nonprofit organization operating in Park City since the early '90s. The existing shelter serves short-stay victims of domestic violence and consists of roughly 3,000 sq ft. The offices for Peace House Staff are also located in town in a separate facility. The new facility will consist of 42,000 sq ft and contain 22 affordable housing units (2 of which will be for Peace House employees) day care, support staff, all offices and public outreach facilities.

Proposed Facility

The new building is a significant expansion, in both in form and function, providing for more holistic care for victims of domestic violence through the following facilities:

1. Provide expanded short-term housing in a total of 8 Emergency Shelter units with multiple bedrooms within each unit and a common kitchen
2. Provide 12 new Transitional Housing units for people who have terminated their violent relationships and need to rebuild their lives as emancipated individuals or families
3. Combine all therapy, training, childcare and support facilities for all residents in one location
4. Allow for outpatient uses for people transitioning in or out of the facility
5. Provide Staffing facilities for public outreach

The overall purpose of this expansion is not simply a larger facility of increased capacity, but rather a transition to a comprehensive care facility. Rather than simply interrupting violence, the new facility will concentrate on changing people's lives so that they can leave the cycle of violence.

City Council Goals

The new facility meets as many of the Council's goals as can possibly be imagined in a dedicated use facility.

- **Non-Profit:** The Peace House is a long-established nonprofit serving a critical need for our most vulnerable citizens.
- **Affordable Housing:** Over 65% of the building is affordable housing
- **Green Construction:** The project is designed to LEEDs standards
- **Carbon Emissions:** The project will incorporate a solar component as part of the Rocky Mountain Power (RMP) Blue Sky initiative (currently under review by RMP). In addition, it is adjacent to an existing bus stop and will likely warrant regular scheduled bus service to the area when aggregated with surrounding uses.
- **Involved Citizenry:** Peace House has a large component of volunteer citizenry that will be greatly expanded in the new facility and will involve a major emphasis on public outreach in order to prevent domestic violence at all levels of society.
- **Economic Diversity:** Peace House provides shelter for residents from all strata of our economy, but due to the nature of domestic abuse, they are economically some of our most vulnerable citizens.
- **Need for a Fee Waiver:** This project is funded by a combination of funding from the County, the sale of the existing Shelter to the City, Intermountain Health Care affordable housing fees, a donation of land by Intermountain, and funding from multiple citizens, philanthropic groups and business entities. The waiver of fees by the City will be both financially significant as well as a demonstration of the importance of the project to the City.

The remaining information requested by the application is attached, but please let us know of any perceived deficiencies and we will provide more detail as needed.

Peace House Mission Statement and General Description for 990 Tax Return:

Mission Statement:

Peace House is a charitable organization dedicated to ending family violence and abuse in the community through education, outreach, support services and shelter.

General Program Description:

Peace House provides a safe haven for individuals and their children when they have no other viable option to escape domestic violence. The shelter provides temporary safe housing for families while they acquire the skills and resources necessary to start their lives anew, free from violence and fear. Our goal is to help these families continue their lives with the least amount of disruption possible while they stabilize within the safety of the shelter.

While at the shelter, the families are provided all of their immediate needs. The children go to school and we assist with arranging temporary shelter for family pets, when necessary. Additionally, Peace House provides many resources to help clients while they are living at the shelter, including support groups, parenting classes, safety planning and domestic violence education. Case workers connect victims with the resources they need to implement a personal plan. Resources may include government agencies and other nonprofits that can provide them with legal, medical, housing, transportation, financial and other services necessary to rebuild their lives. Peace House also helps clients navigate and access available programs like the courts, police, social services, workforce services, housing agencies and others. Without Peace House, many victims seeking a way out of the cycle of violence would lack the knowledge and confidence to take advantage of resources available in the community to help them.

The Peace House shelter was built in 1995 at an undisclosed location in a Park City residential neighborhood to help ensure the safety of the families it houses. It is a state-licensed facility with licensed social workers and trained shelter advocates on-site 24/7. It can accommodate up to 15 people (a combination of adults and their children) in five private rooms, each with a different sleeping configuration.

Peace House Volunteer Program Description for 990 Tax Return:

The Peace House Volunteer Program actively supports each of the services areas provided by Peace House, including direct victim services, shelter property maintenance and enhancement, community awareness and fundraising events, grant-writing efforts, and on-going administrative, legal and technical support. The Peace House Volunteer program successfully attracts volunteers with diverse expertise, education and talents, and provides them mutually-beneficial opportunities to positively contribute to our broad range of services. The time, commitment and support provided by volunteers truly changes and saves lives.

Volunteers have the opportunity to provide long-term support or simply one-time contributions. Peace House volunteers who provide direct client services are required to complete background checks and extensive training in the many issues associated with domestic violence and victim services. All Peace House volunteers, whether in direct client contact or indirect assignments, are asked to complete a basic domestic violence education program and required to abide by confidentiality and code of conduct guidelines.

Peace House Outreach Program Description for 990 Tax Return:

The Peace House Outreach Program is designed to provide out-of-shelter services to victims of domestic violence, including men, women and families. Through the Outreach program, all the same victim services are available to victims who are not seeking emergency shelter.

Peace House Outreach services are designed to empower victims to make changes when faced with an abusive situation and provide prevention education to reduce the possibility of future abusive relationships. Outreach workers help clients develop a personalized plan for enacting change and working toward a safer and healthier domestic life. The Peace House Outreach program provides support and preventive services at all stages of an abusive relationship, but is uniquely positioned to offer assistance during the early stages of the cycle of abuse. The goals of these Outreach services include enacting healthy changes that prevent further escalation of abuse and the need for more serious crisis intervention later.

Just as for shelter residents, the Outreach program provides a wide range of services including support groups, parenting classes, safety planning and domestic violence education. Outreach workers connect victims with important resources such as police, social services, government agencies and other nonprofits that can provide them with legal, medical, housing, transportation, financial and other services necessary for them to start their lives anew. Without the Peace House Outreach program, many victims in the community would lack the knowledge and confidence to take advantage of resources available in the community to help them break the cycle of violence in their lives.

Peace House Education / Awareness Program Description for 990 Tax Return:

The Peace House Education/Awareness program is designed to provide education and awareness programs to schools within our service district and the community at large. The School Program delivers age-appropriate training in the classroom for grades K through 12. Our curriculum includes Child Abuse Prevention, Internet Safety, Dating Violence and Domestic Violence Awareness and is based on materials developed by Prevent Child Abuse Utah, approved by the State Office of Education. Our educators work closely with counselors at each school to ensure the curriculum is delivered in a way that does not intimidate, but rather, encourages health discussion, raises awareness, self-confidence and imparts knowledge about who to talk to when a child experiences or witnesses violence or abuse of any kind. Each school year, the Peace House Education program reaches over 2,000 students, in 33 schools, in four school districts.

In addition to the School Program, Peace House offers Community Awareness programs designed to provide important information and training for community groups and organizations. In addition, Peace House provides education services to church and civic groups, employers, public safety agencies and many others. These education programs are designed to not only raise awareness and understanding of the complex issues surrounding abuse, but to also let community members know what they can do if they suspect an incidence of domestic violence within their own sphere of influence. The Peace House Education / Awareness program seeks to provide awareness training and resources that help to break the cycle of violence in our community.

The Peace House organization has entered into a new land lease agreement in order to construct and operate a new facility. Specific costs incurred related to this new facility are being recorded separately until feasibility of the program has been determined.

Peace House Clinical Program Description for 990 Tax Return:

The Peace House Clinical Program is designed to provide clinical services to adults and children to address the trauma created by domestic violence.

In 2015 the clinical therapist role was expanded to a full-time position in the role as the Clinical Director, and therapy was provided to shelter as well as outreach clients for the first time in Peace House history.

2016 brought many welcome changes to the Clinical program at Peace House, including hiring an additional three part-time therapists, relocating to a separate office space and providing intensive evidenced based clinical trainings to our staff.

We have an organized, professional team with proper meeting spaces, structured outcome measurements, program evaluations, and four staff people to meet the needs for all who have experienced Domestic Violence in Summit and Wasatch counties.

In 2016, the clinical team has provided over 1,000 hours of therapy to over 100 adults and children. All clinical services are provided free of charge to family members experiencing family abuse.

State of Utah
Department of Human Services
Office of Licensing



PEACE HOUSE, INC.
516 MARSAC AVENUE
PARK CITY, UT 84060

is hereby licensed to provide
RESIDENTIAL SUPPORT
FOR 15 ADULT AND YOUTH CLIENTS

in accordance with the laws of the State of Utah and the rules and
regulations prescribed by the State Office of Licensing.

This license is issued for the period

June 1, 2016 to April 30, 2017

This license is not transferable and is subject to revocation for cause

Number 25825



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Human Services

ANN SILVERBERG WILLIAMSON
Executive Director

Office of Licensing

DIANE MOORE
Executive Director

May 21, 2016

PEACE HOUSE, INC.
1960 SIDEWINDER DR., #208
PARK CITY, UT 84060

SUBJECT: LICENSE APPROVAL - RENEWAL

Dear Director:

Your application to provide Residential Support for 15 adult and youth clients has been approved.

The license is issued for the period from 06/01/2016 to 04/30/2017. The enclosed license is subject to revocation for cause; or if there should be any change in the management, ownership, or address of the facility, the license is automatically void and should be returned to our office. The enclosed license must be posted in the facility.

The approval of your license is based upon reports submitted to this office by our staff and by the collaborative agencies which show that reasonable standards of care are maintained and the services provided meet the requirements established by our State Standards.

During the period for which the license is granted, representatives from this office and other collaborative agencies may make periodic supervisory visits and will be available for consultation. Please feel free to request assistance at any time.

Tonya Lundahl
Licensing Specialist

Enclosure: License #25825
cc: DCFS

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION
REGISTRATION**

EFFECTIVE DATE: 05/26/2016

EXPIRATION DATE: 07/01/2017

**ISSUED TO: PEACE HOUSE INC
1960 SIDEWINDER DR STE 208
Park City UT 84060**

**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAILS(S)
6535838-CHAR Charitable Organization**

87% of contributions REPORTED to be used in charitable purpose



Director, Division of Consumer Protection

**STATEMENT: THE STATE OF UTAH MAKES NO CERTIFICATION AS TO THE CHARITABLE WORTHINESS
OF ANY ORGANIZATION ON WHOSE BEHALF A SOLICITATION IS MADE NOR AS TO THE MORAL
CHARACTER OF THE HOLDER OF THE PERMIT**

MUST BE POSTED IN A CONSPICUOUS LOCATION

PEACE HOUSE INC
1960 SIDEWINDER DR
208/214
PARK CITY, UT 84060



License Number: B-007348
Customer Number: 081325
Issue Date: 1/1/2017
Expiration Date: 9/30/2017

BUSINESS LICENSE

BUSINESS DESCRIPTION: NON-PROF
LEGACY ZONE: 08

PATTEN, JANE

2017

PEACE HOUSE INC
PO BOX 682141
PARK CITY, UT 84068-2141

RMP
CITY MANAGER

Lori W. Collett
FINANCE MANAGER

NON-TRANSFERABLE



Park City Municipal Corporation
445 MARSAC AVE
P.O. BOX 1480
PARK CITY, UT 84060

RECEIPT

PEACE HOUSE INC
PO BOX 682141
PARK CITY, UT 84068-2141

Date Paid :

License	Description	Amount
B-007348	Business License Fee :	
	Administrative Fee :	
	Penalty :	
	Total :	

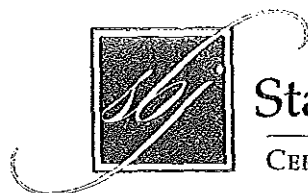


**Independent Auditors' Report
and Financial Statements**

June 30, 2016

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Stayner Bates & Jensen P.C.

CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Management of
Peace House, Inc.
Park City, Utah

Report on the Financial Statements

We have audited the accompanying financial statements of Peace House, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Peace House, Inc. as of June 30, 2016, and the changes in net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Stayner, Bates & Jensen, P.C.

Stayner, Bates & Jensen, PC
Salt Lake City, Utah
October 25, 2016

PEACE HOUSE, INC.
Statement of Financial Position
June 30, 2016

ASSETS

CURRENT ASSETS

Cash and cash equivalents (Note 1)	\$ 564,987
Grants and other receivables (Notes 1 and 2)	67,769
Pledges receivable (Note 1)	20,400
Prepaid expenses and other	6,998
Total Current Assets	660,154

PROPERTY AND EQUIPMENT (Note 1)

Shelter and improvements	136,432
Other building improvements	15,570
New facility - construction in progress	49,540
Furniture and equipment	60,330
Software	4,545
Accumulated depreciation	(120,805)
Total Property and Equipment	145,612

TOTAL ASSETS	\$ 805,766

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 46,188
Deferred special event revenue (Note 1)	4,000
Current portion - notes payable (Note 3)	1,817
Total Current Liabilities	52,005

LONG-TERM LIABILITIES

Notes payable (Note 3)	99,721
Total Liabilities	151,726

COMMITMENTS AND CONTINGENCIES (Note 4)

NET ASSETS

Unrestricted	467,751
Temporarily restricted	186,289
Total Net Assets	654,040
TOTAL LIABILITIES AND NET ASSETS	\$ 805,766

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Activities
For the Year Ended June 30, 2016

	Unrestricted	Temporarily Restricted	2016 Total
PUBLIC SUPPORT AND REVENUE			
Grants and contracts (Note 2)	\$ -	\$ 535,073	\$ 535,073
Contributions	174,324	401,789	576,113
Shelter maintenance contribution	3,850	-	3,850
Donated goods, facilities, and services	69,028	-	69,028
Special event revenue	179,267	-	179,267
Interest and dividend income	399	-	399
	426,868	936,862	1,363,730
Net assets released from restrictions	750,573	(750,573)	-
Total Public Support and Revenue	1,177,441	186,289	1,363,730
OPERATING EXPENSES			
Program Services:			
Volunteer	74,093	-	74,093
Education/Awareness	109,250	-	109,250
Shelter	422,426	-	422,426
Outreach	127,107	-	127,107
Clinical	125,059	-	125,059
New Facility	165,960	-	165,960
Total Program Services	1,023,895	-	1,023,895
Supporting Services:			
Management and general	31,868	-	31,868
Fundraising	72,281	-	72,281
Total Supporting Services	104,149	-	104,149
Total Operating Expenses	1,128,044	-	1,128,044
Change in Net Assets	49,397	186,289	235,686
Net Assets at Beginning of Year	418,354	-	418,354
Net Assets at End of Year	\$ 467,751	\$ 186,289	\$ 654,040

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2016

	PROGRAM SERVICES						SUPPORTING SERVICES				
	Volunteer	Education/ Awareness	Shelter	Outreach	Clinical	New Facility	Total Program	Management and General	Fund Raising	Total Support	Total Expenses
Salaries	\$ 54,061	\$ 84,205	\$ 242,382	\$ 87,627	\$ 94,837	\$ 57,500	\$ 620,612	\$ 16,496	\$ 43,469	\$ 59,965	\$ 680,577
Payroll taxes	4,079	6,255	18,089	6,559	7,164	4,013	46,159	1,240	3,181	4,421	50,580
Benefits	2,636	7,405	22,060	8,527	5,048	3,241	48,917	2,963	5,606	8,569	57,486
Workers compensation	339	442	3,830	458	225	-	5,294	223	205	428	5,722
Payroll fees	368	551	1,700	597	643	368	4,227	92	276	368	4,595
Bank & credit card fees	226	334	1,088	377	381	4,065	6,471	106	219	325	6,796
Client assistance & needs	-	-	1,107	20	100	-	1,227	-	-	-	1,227
Equipment lease	331	431	761	909	274	-	2,706	479	299	778	3,484
Facility rent	7,710	5,711	10,324	12,669	5,895	-	42,309	2,668	2,001	4,669	46,978
Food & household	-	-	66,063	3,138	-	-	69,201	-	50	50	69,251
Furniture & fixtures	-	-	2,670	-	2,971	-	5,641	85	-	85	5,726
Insurance	800	-	5,430	-	60	-	6,290	693	-	693	6,983
Interest	-	-	4,929	-	-	454	5,383	-	-	-	5,383
Internet/ computer	436	1,026	2,515	938	1,713	1,021	7,649	313	884	1,197	8,846
Licenses/ dues	408	22	1,908	36	80	-	2,454	77	117	194	2,648
Maintenance	102	153	1,390	321	102	-	2,068	153	102	255	2,323
Marketing and promotion	-	-	-	-	-	8,239	8,239	-	-	-	8,239
Office supplies	64	64	1,069	361	616	17	2,191	456	208	664	2,855
Postage & delivery	-	-	300	5	3	48	356	269	49	318	674
Printing & reproduction	88	495	37	648	-	-	1,268	126	288	414	1,682
Program supplies	65	199	397	598	213	-	1,472	-	-	-	1,472
Professional fees	617	617	3,836	959	1,610	85,417	93,056	2,171	480	2,651	95,707
Security	-	-	522	-	-	-	522	-	-	-	522
Services	-	110	3,904	330	313	-	4,657	1,744	450	2,194	6,851
Staff development	93	-	759	-	1,269	-	2,121	36	236	272	2,393
Telephone/ utilities	679	236	14,034	1,583	600	624	17,756	1,434	295	1,729	19,485
Travel & auto	161	841	2,310	47	837	810	5,006	-	223	223	5,229
Volunteer expenses	609	21	35	44	60	57	826	-	-	-	826
Other fundraising costs	132	132	-	-	-	86	350	-	13,599	13,599	13,949
Total Functional Expenses	74,004	109,250	413,449	126,751	125,014	165,960	1,014,428	31,824	72,237	104,061	1,118,489
Depreciation	89	-	8,977	356	45	-	9,467	44	44	88	9,555
Total Expenses	\$ 74,093	\$ 109,250	\$ 422,426	\$ 127,107	\$ 125,059	\$ 165,960	\$ 1,023,895	\$ 31,868	\$ 72,281	\$ 104,149	\$ 1,128,044

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Cash Flows
For the Year Ended June 30, 2016

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in net assets	\$ 235,686
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	9,555
Amortization of note payable discount	4,930
Increase in operating assets:	
Grants and other receivables	(42,566)
Pledges receivable	(20,400)
Prepaid expenses and other assets	(5,205)
Increase in operating liabilities:	
Accounts payable and accrued expenses	<u>7,465</u>
Net Cash Provided by Operating Activities	<u>189,465</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Capital expenditures on new facility construction	<u>(49,540)</u>
Net Cash Used by Investing Activities	<u>(49,540)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on notes payable	(6,620)
Proceeds received on note payable	<u>23,336</u>
Net Cash Provided by Financing Activities	<u>16,716</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS	156,641
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>408,346</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u><u>\$ 564,987</u></u>

NON CASH INVESTING AND FINANCING ACTIVITIES

Cash Payments For:

Interest	\$ 454
Income taxes	\$ -

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Peace House, Inc. (the Organization) is a private, not-for-profit human services agency incorporated in the State of Utah on November 6, 1992. The Organization was established for the purpose of providing twenty-four hour crisis care and outreach services to adults and their children who are victims of domestic violence.

The Organization's support primarily comes from government and Organization grants and contracts, and donor contributions. Its current programs include:

Volunteer – The Organization operates a volunteer program that attracts, educates and trains volunteers to support each of the service areas, including direct victim services, shelter maintenance and enhancement, community awareness initiatives, prevention education, grant-writing efforts, and on-going administrative, legal and technical support.

Education/Awareness – The Organization provides education about domestic abuse and healthy relationships to children in community schools for grades kindergarten through 12. The Organization also provides presentations in the community to create awareness about domestic violence and the support services available at Peace House.

Shelter – The Organization provides a safe haven for adults and their children when they have no other viable option to escape domestic violence. The shelter provides temporary safe housing for families while they acquire the skills and resources necessary to start their lives free from violence.

Outreach – The Organization provides all the same out-of-shelter support services to victims of domestic violence and identifies at-risk families and helps them avoid domestic violence crisis situations. The bi-lingual program includes education, support groups, direct intervention and case management. The program is designed to break the cycle of domestic violence through understanding, planning and action.

Clinical – The clinical program of the Organization offers complimentary therapy and group support services to those in both an outpatient setting and those staying in shelter. The services provided include individual therapy, family therapy, child therapy and group therapy. The clients served include any person actively fleeing a domestic abuse relationship, child abuse survivors and victims, and other clients in the community that recognize symptoms of an unhealthy relationship. Outpatient services are less structured to allow those who are receiving services to continue functioning in their usual living environment.

New Facility – The Organization has recently entered into a new lease agreement (Note 4) in order to construct and operate a new facility. Specific costs incurred related to this new facility are being recorded separately until feasibility of the program has been determined.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

Summary of Significant Accounting Policies

The accounting and reporting policies of the Organization conform to U.S. generally accepted accounting principles as applicable to not-for-profit organizations. The following is a summary of the more significant Organization's accounting policies:

a. **Basis of Accounting**

The financial statements of the Organization are prepared using the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America. The Organization has elected a June 30 year-end.

The Organization has adopted the provisions of Accounting Standards Codification 958, *Not-For-Profit Entities* (ASC 958), Accounting Standards Codification 720-25, *Contributions Made* (ASC 720-25), and Accounting Standards Codification 225-45-6, *Classification of Revenues, Expenses, Gains, and Losses* (ASC 225-45-6). Under these ASC's, the Organization is required to report and record its financial position, activities and contributions received under three classes; permanently restricted, temporarily restricted and unrestricted. These classes are determined by the donor's restrictions for the use of the funds or the lack thereof. When a donor's restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and are shown in the statement of activities as net assets released from restriction. Temporary restrictions expire when a time restriction is met, or the purpose of the restricted funds has been accomplished.

The Organization has no assets that are permanently restricted as of June 30, 2016. Temporarily restricted net assets and unrestricted net assets are defined as follows:

Temporarily Restricted Net Assets

Net assets subject to donor imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. As of June 30, 2016, temporarily restricted net assets, totaling \$186,289, consisted of donor-imposed restrictions on contributions made to the Organization to construct the new facility.

Unrestricted Net Assets

Net assets not subject to donor-imposed stipulations. Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or by law.

Expirations of temporary restrictions on net assets, i.e., the donor-stipulated purposes have been fulfilled and/or the stipulated time period has elapsed, are reported as reclassifications between the applicable classes of net assets.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

b. Income Taxes

The Organization is a non-profit corporation whose revenue is derived from contributions and other fundraising activities and is not subject to federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization files a Form 990 tax return.

As of June 30, 2016 and for the year then ended, the Organization has not engaged in any activity which management considers to be activity that could result in a loss of their 501(c)(3) designation. In addition, management does not consider any of the activity of the Organization to be considered unrelated business income that could result in income tax. For the year ended June 30, 2016, there was no tax interest or penalties reflected in the statement of activities or in the statement of financial position. The Organization is no longer subject to U.S. federal, state, and local income tax examinations by taxing authorities for years before 2012.

c. Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Functional Expenses. Where specific costs can be identified with a particular function, such costs are charged directly to that function. Certain costs that could not be identified with a particular program have been allocated across programs based upon an analysis of personnel time spent in each of those programs, or other relevant factors. The Statement of Functional Expenses details these amounts.

d. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses, including functional allocations during the reporting period. Actual results could differ from those estimates. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances in making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. While actual results could differ from those estimates, management believes that the estimates are reasonable.

Key estimates made in the accompanying financial statements include, among others, allowances for doubtful accounts on grants, pledges, and other receivables, the economic useful lives and recovery of long-lived assets, and amounts and valuation of donated goods, facilities and services.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

e. Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

f. Fair Value of Financial Instruments

The Organization has adopted the provisions of ASC 820, *Fair Value Measurements and Disclosure* (ASC 820). ASC 820 defines fair value, establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques.

The Organization determines fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The Organization's financial instruments consist of cash, receivables, payables and notes payable. The carrying amount of cash, receivables and payables approximates fair value because of the short-term nature of these items. The carrying amount of the notes payable approximates fair value because the instrument bears an interest rate or has an imputed interest rate and are consistent with other instruments of similar risks and characteristics.

g. Grants and Pledges Receivable

Grants and pledges receivable are deemed by management to be fully collectible.

h. Property and Equipment

Property and equipment are stated at cost. Repairs and maintenance are expensed as incurred, whereas major improvements are capitalized. If donated, property and equipment is recorded at the approximate fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Shelter and improvements	5 to 30 years
Furniture and equipment	3 to 10 years
Other building improvements	15 years
Software	5 years

Certain costs of the new facility have been capitalized and will begin to be amortized as leasehold improvements upon completion.

Depreciation expense on property and equipment was \$9,555 for the year ended June 30, 2016.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

i. Revenue Recognition

The basis of revenue recognition for each of the revenue producing sources included in grants and contracts, contributions, and fundraising and special event revenue is as follows:

Grants and Contracts

Grants and contracts are recognized as revenue in the period the amounts are granted or earned. Grant expenditures in excess of grants received as of year-end are reported as grants receivable.

Contributions

Contributions are generally recorded only upon receipt, unless evidence or an unconditional promise to give has been received. Unconditional promises to give (pledges) that are expected to be collected within one year are recorded at their net realizable value. Unconditional promises to give (pledges) that are expected to be collected in future years are recorded at the present value of estimated future cash flows. Conditional promises to give are not included as support until such time as the conditions are substantially met. All contributions are considered available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. However, if a restriction is fulfilled in the same time period in which the contribution is received, it is reported as unrestricted support.

The Organization also recognizes contribution revenue for donated property, equipment, and supplies in the period received at the property's fair value. If donated assets have questionable or uncertain value and no alternative use that adds value to the assets, the Organization does not recognize them in the financial statements. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization also received other donated goods that are used within the shelter, recorded at the estimated fair value on the date of donation. During the year ended June 30, 2016, the value of contributed goods was \$64,377.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

i. Revenue Recognition (Continued)

Contributions (Continued)

Also, the Organization occasionally receives donations or contributions through services performed. The fair value of the donated services are recognized in the financial statements if the services either (a) create or enhance a nonfinancial asset or (b) require specialized skills, are provided by entities or persons possessing those skills, and would need to be purchased if they were not donated. Services that do not meet either of the preceding criteria are not recognized. Donated services are recorded at their fair value. During the year ended June 30, 2016, the Organization received contributed services valued at \$4,651, which have been allocated to the Organization and recorded in the financial statements as both a current year contribution and an expense.

Fundraising and Special Event Revenue

Fundraising and special event revenue is recognized in the period when the activity leading to that revenue is performed. Funds received to cover expenses for fundraising and special event revenue are deferred until the event is held. During the year ended June 30, 2016, the Organization received \$4,000 for a special event that was held subsequent to year-end.

j. Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. At June 30, 2016, the Organization had in its bank accounts \$256,131 in excess of the FDIC insured limits. The Organization has not experienced any losses in such accounts or lack of access to its cash, and believes it is not exposed to significant risk of loss with respect to cash. However, no assurance can be provided that access to the Organization's cash will not be impacted by adverse economic conditions in the financial markets.

k. Concentration of Revenue

The Organization generally receives grants from various organizations. Some of these grants are material in nature. If the organizations decided not to continue these grants or contributions in a given year, it could have an adverse material effect on the Organization's operations.

l. Allocation of Joint Costs

The Organization allocates joint costs between fundraising and program services or management and general in accordance with ASC Subtopic 958-720, *Accounting for Costs of Activities of Not-for-Profit Organizations and State and Local Government Entities That Include Fundraising*.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

m. Valuation of Long-Lived Assets

In accordance with impairment or disposal of long-lived assets subsection of ASC Subtopic 360-10, *Property, Plant and Equipment – Overall*, long-lived assets, such as property, plant, and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying value of the long-lived assets or asset group is not recoverable on an undiscounted cash flow basis, an impairment loss is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment losses were recognized for the year ended June 30, 2016.

n. Advertising

Advertising costs are expensed when incurred.

o. Recent Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-02, *Leases*, which requires an entity to recognize the rights and obligations resulting from leases as lease assets and lease liabilities on the balance sheet, including leases previously recorded and classified as operating leases. Pursuant to this new guidance, a lessee should recognize in the balance sheet a liability to make lease payments (lease liability) and a right-of-use asset (lease asset) representing its right to use the underlying asset for the lease term, initially measured at the present value of the lease payments. This new standard is effective for the Organization for the year ended June 30, 2021, with early application permitted, using a modified retrospective approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on its financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*, which changes the way all not-for-profits (NFPs) classify net assets and prepare financial statements. Adoption of FASB ASU 2016-14 will result in significant changes to financial reporting and disclosure for NFPs. Some of the more significant changes will be the change of net asset classifications from three classes (unrestricted, temporarily restricted, and permanently restricted) to two (net assets without donor restrictions and net assets with donor restrictions); and additional disclosure of quantitative and qualitative information about liquidity will be required. The new standard is effective for annual financial statements issued for years beginning after December 15, 2017, with early adoption permitted, using a modified retroactive approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-14 on its financial statements.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING

The Organization recognized revenue on an accrual basis from the following grants and contracts for the year ended June 30, 2016:

<u>Funding Source</u>	<u>CFDA Number</u>	<u>Amount</u>
Utah Department of Human Services - Division of Child and Family Services (DCFS)	N/A	\$ 221,296
Utah Office for Victims of Crime (VAWA) Grant	16.588	29,604
Utah Office for Victims of Crime (VOCA) Grant	16.588	39,832
Center for Women and Children in Crisis (CWCIC)	N/A	3,820
United Way of Salt Lake	N/A	19,500
Federal Emergency Management Agency (FEMA) Grant	N/A	4,121
Foundation Grants:		
Eccles Foundation	N/A	16,000
FHC Foundation	N/A	15,000
LDS Foundation	N/A	7,500
Marriott Daughters Foundation	N/A	15,000
Nancy Peery Marriott Foundation	N/A	15,000
Promontory Foundation	N/A	7,500
R. Harold Burton Foundation	N/A	5,000
Rotary Club of Park City	N/A	1,400
Stone Family Charitable Foundation	N/A	15,000
The Park City Foundation	N/A	6,500
Utah Families Foundation	N/A	7,500
American Express Center for Community Development	N/A	35,000
Park City Municipal Corporation	N/A	32,500
Walmart	N/A	3,000
Vail Resorts	N/A	10,000
Summit County	N/A	25,000
Total Grants and Contracts Funding		<u>\$ 535,073</u>

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING (Continued)

These grants are generally awarded to the Organization on an annual basis. Grants receivable for which the Organization had submitted for reimbursement totaled \$66,972 at June 30, 2016.

NOTE 3 - NOTES PAYABLE

The Company held the following notes payable at June 30, 2016:

Note payable to a bank, interest calculated based on the three (3) year LIBOR/Swap rate (1.139% at June 30, 2016) plus a margin of 4.47% (5.609% at June 30, 2016), interest only payments due monthly through October 2016, matures on September 9, 2025, secured by the shelter. See Note A below. \$ 23,336

Note payable to Utah Housing Corporation (UHC), non-interest bearing, due in monthly payments of \$552, matures in November 2037, secured by the shelter. 141,221
Less: unamortized discount at an imputed rate of 6.21% (63,019)

Total notes payable 101,538
Less: current portion (1,817)

Total long-term notes payable \$ 99,721

Note A: During September 2015, the Organization entered into a "Business Loan Agreement" and a related "Promissory Note" with this bank. Pursuant to this agreement and note, the Organization shall obtain advances up to \$350,000 through October 1, 2016. The note evidences a straight line-of-credit. Once the total amount of principal has been advanced, the Organization is not entitled to further loan advances. Beginning on October 9, 2016, the Organization shall make one hundred seven (107) monthly consecutive principal and interest payments of \$2,515. On September 9, 2025, the Organization shall make one final estimated principal and interest payment of \$232,243. The Organization is required to maintain all deposit accounts with the bank to have an aggregate deposit balance of not less than \$150,000.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

New Facility Lease (Continued)

Pursuant to this Agreement, the Organization shall commence construction of a specified facility no later than March 1, 2017 and shall effect substantial completion thereof no later than September 30, 2019. As part of this new facility, the Organization shall construct a minimum of 9.5 "Affordable Unit Equivalents." Prior to the commencement of construction of this facility, the Organization shall furnish to the lessor evidence satisfactory to the lessor that the Organization has, or has access to, requisite funds or other financial resources (e.g., donations, grants, loans, etc.) necessary, appropriate and sufficient, for free and clear of any and all liens, claims, and encumbrances, the commencement and completion of, and payment for all costs and expenses of the facility. The Organization shall maintain the facility, and any improvements, thereon, at its sole cost and expense in good working order and condition, and in a clean, sanitary and attractive condition, at all times and shall not permit any of the facility or other improvements to fall into disrepair. The Organization shall also pay for all public and private utility services to or for the facility and shall maintain certain insurance policies at certain levels.

During the term of the lease, the facility and all improvements constructed by the Organization shall be property of the Organization. Upon expiration or earlier termination of this lease, the Organization shall, exclusive of any and all personal property and equipment unattached to the facility and improvements, surrender the premises and all fixtures attached thereto to the lessor, free and clear of all liens of any kind, all at no cost or expense to the lessor. Upon termination of this lease, the Organization shall, subject to the foregoing, execute a deed satisfactory in form and content to the lessor confirming the lessor's title to any buildings, permanent improvements, and fixtures therein, upon the premises at the time of termination; provided that the failure of the Organization to execute and deliver any such deed shall not delay, or otherwise, affect the termination of this lease by its terms.

The future minimum lease payments for the office, equipment, and new facility lease are as follows:

For the Years Ending June 30,	
2017	\$ 46,429
2018	47,191
2019	10,357
2020	1,496
2021	1
Thereafter	<u>34</u>
Total future minimum lease payments	<u>\$ 105,508</u>

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

Consulting Agreement

During the prior year, the Organization entered into a "Contract for Fund Raising Consulting Services" (the "Consulting Agreement"). Pursuant to the Consulting Agreement, the consultant agreed to provide certain capital campaign advisory services related to the implementation of a capital campaign for the Organization for a fee of \$48,000, with anticipated billings of \$4,000 per month through May 2016. During June 2016, the Organization entered into an "Addendum to Independent Contractor Agreement for Capital Campaign Advisory Services" (the "Addendum Agreement"). Pursuant to the Addendum Agreement, the consultant agrees to provide certain capital campaign advisory services for approximately twelve (12) additional months, with anticipated billings of \$4,000 per month through May 2017.

NOTE 5 - ALLOCATION OF JOINT COSTS

During the years ended June 30, 2016, the Organization incurred joint costs of \$1,097,666 for activities that included fundraising appeals. These costs were allocated as follows:

Program Services	\$ 994,295
Management and General	31,090
Fundraising	<u>72,281</u>
Total	<u><u>\$ 1,097,666</u></u>

NOTE 6 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through October 25, 2016, the date which the financial statements were available to be issued, and noted no material subsequent events that would require recognition or disclosure in these financial statements as of June 30, 2016.

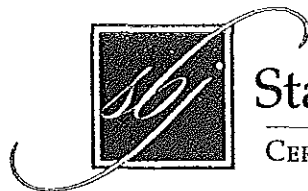


**Independent Auditors' Report
and Financial Statements**

June 30, 2015

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Stayner Bates & Jensen P.C.

CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Management of
Peace House, Inc.
Park City, Utah

Report on the Financial Statements

We have audited the accompanying financial statements of Peace House, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Peace House, Inc. as of June 30, 2015, and the changes in net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Stayner, Bates & Jensen, P.C.

Stayner, Bates & Jensen, PC
Salt Lake City, Utah
November 17, 2015

PEACE HOUSE, INC.
Statement of Financial Position
June 30, 2015

ASSETS

CURRENT ASSETS

Cash and cash equivalents (Note 1)	\$ 408,346
Grants and other receivables (Notes 1 and 2)	25,204
Prepaid expenses and other	<u>1,793</u>
Total Current Assets	<u>435,343</u>

PROPERTY AND EQUIPMENT (Note 1)

Shelter and improvements	136,432
Furniture and equipment	67,674
Other building improvements	15,570
Software	4,545
Accumulated depreciation	<u>(118,595)</u>
Total Property and Equipment	<u>105,626</u>
TOTAL ASSETS	<u><u>\$ 540,969</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 41,723
Deferred special event revenue (Note 1)	1,000
Current portion - note payable (Note 3)	<u>1,708</u>
Total Current Liabilities	<u>44,431</u>

LONG-TERM LIABILITIES

Note payable (Note 3)	<u>78,184</u>
Total Liabilities	<u>122,615</u>

COMMITMENTS AND CONTINGENCIES (Note 4)

NET ASSETS

Unrestricted	<u>418,354</u>
Total Net Assets	<u>418,354</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 540,969</u></u>

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Activities
For the Year Ended June 30, 2015

	Unrestricted	Temporarily Restricted	2015 Total
PUBLIC SUPPORT AND REVENUE			
Grants and contracts (Note 2)	\$ -	\$ 441,806	\$ 441,806
Contributions	191,351	-	191,351
Shelter maintenance contribution	4,200	-	4,200
Donated goods, facilities, and services	30,885	-	30,885
Special event revenue	142,109	-	142,109
Interest and dividend income	634	-	634
	369,179	441,806	810,985
Net assets released from restrictions	441,806	(441,806)	-
Total Public Support and Revenue	810,985	-	810,985
OPERATING EXPENSES			
Program Services:			
Volunteer	80,195	-	80,195
Education/Awareness	79,308	-	79,308
Shelter	432,033	-	432,033
Outreach	116,781	-	116,781
New Facility	48,971	-	48,971
Total Program Services	757,288	-	757,288
Supporting Services:			
Management and general	42,602	-	42,602
Fundraising	60,324	-	60,324
Total Supporting Services	102,926	-	102,926
Total Operating Expenses	860,214	-	860,214
Change in Net Assets	(49,229)	-	(49,229)
Net Assets at Beginning of Year	467,583	-	467,583
Net Assets at End of Year	\$ 418,354	\$ -	\$ 418,354

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2015

	PROGRAM SERVICES					SUPPORTING SERVICES				Total Expenses
	Volunteer	Education/ Awareness	Shelter	Outreach	New Facility	Total Program	Management and General	Fund Raising	Total Support	
Salaries	\$ 59,689	\$ 61,847	\$ 286,262	\$ 82,287	\$ -	\$ 490,085	\$ 20,512	\$ 36,734	\$ 57,246	\$ 547,331
Payroll taxes	4,462	4,581	21,516	6,171	-	36,730	1,539	2,687	4,226	40,956
Benefits	2,547	4,826	16,205	7,321	-	30,899	4,133	4,364	8,497	39,396
Workers Compensation	258	516	2,414	437	-	3,625	221	222	443	4,068
Payroll fees	450	450	2,125	613	-	3,638	163	286	449	4,087
Bank & credit card fees	-	27	-	-	123	150	3,041	9	3,050	3,200
Client assistance & needs	-	-	730	-	-	730	-	-	-	730
Equipment lease	737	241	623	1,054	-	2,655	603	933	1,536	4,191
Facility rent	7,701	3,320	7,096	13,180	40	31,337	3,491	2,352	5,843	37,180
Food & household	40	-	31,390	280	-	31,710	-	8	8	31,718
Furniture & fixtures	312	110	3,011	121	-	3,554	183	184	367	3,921
Insurance	866	-	5,688	-	-	6,554	656	-	656	7,210
Interest	-	-	5,023	-	-	5,023	-	-	-	5,023
Internet/ Computer	721	378	4,958	928	-	6,985	406	1,028	1,434	8,419
Licenses/ Dues	24	70	547	36	-	677	75	117	192	869
Maintenance	194	68	989	296	-	1,547	135	85	220	1,767
Office supplies	82	62	1,480	170	-	1,794	494	79	573	2,367
Postage & delivery	-	-	262	9	48	319	329	467	796	1,115
Printing & reproduction	-	149	280	58	-	487	59	249	308	795
Program supplies	65	1,030	626	33	-	1,754	-	-	-	1,754
Professional fees	519	559	3,512	935	23,000	28,525	3,540	385	3,925	32,450
Security	-	-	634	-	-	634	-	-	-	634
Services	-	-	9,315	-	-	9,315	1,550	900	2,450	11,765
Staff development	-	200	780	300	-	1,280	-	80	80	1,360
Telephone/ Utilities	646	204	13,501	1,491	-	15,842	1,428	255	1,683	17,525
Travel & auto	57	454	3,467	737	-	4,715	-	206	206	4,921
Volunteer expenses	716	84	576	37	160	1,573	-	-	-	1,573
Other fundraising costs	42	132	-	-	25,600	25,774	-	8,650	8,650	34,424
Total Functional Expenses	80,128	79,308	423,010	116,494	48,971	747,911	42,558	60,280	102,838	850,749
Depreciation	67	-	9,023	287	-	9,377	44	44	88	9,465
Total Expenses	\$ 80,195	\$ 79,308	\$ 432,033	\$ 116,781	\$ 48,971	\$ 757,288	\$ 42,602	\$ 60,324	\$ 102,926	\$ 860,214

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Cash Flows
For the Year Ended June 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in net assets	\$ (49,229)
Adjustments to reconcile change in net assets to net cash used by operating activities:	
Depreciation	9,465
Amortization of note payable discount	5,022
(Increase) decrease in operating assets:	
Grants and other receivables	2,094
Prepaid expenses and other assets	1,197
Increase in operating liabilities:	
Accounts payable and accrued expenses	<u>4,653</u>
Net Cash Used by Operating Activities	<u>(26,798)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchase of fixed assets	<u>(10,473)</u>
Net Cash Used by Investing Activities	<u>(10,473)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on note payable	<u>(7,171)</u>
Net Cash Used by Financing Activities	<u>(7,171)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (44,442)

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR 452,788

CASH AND CASH EQUIVALENTS AT END OF YEAR \$ 408,346

NON CASH INVESTING AND FINANCING ACTIVITIES

Cash Payments For:

Interest	\$ -
Income taxes	\$ -

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Peace House, Inc. (the Organization) is a private, not-for-profit human services agency incorporated in the State of Utah on November 6, 1992. The Organization was established for the purpose of providing twenty-four hour crisis care and outreach services to adults and their children who are victims of domestic violence.

The Organization's support primarily comes from government and Organization grants and contracts, and donor contributions. Its current programs include:

Volunteer – The Organization operates a volunteer program that attracts, educates and trains volunteers to support each of the service areas, including direct victim services, shelter maintenance and enhancement, community awareness initiatives, prevention education, grant-writing efforts, and on-going administrative, legal and technical support.

Education/Awareness – The Organization provides education about domestic abuse and healthy relationships to children in community schools for grades kindergarten through 12. The Organization also provides presentations in the community to create awareness about domestic violence and the support services available at Peace House.

Shelter – The Organization provides a safe haven for adults and their children when they have no other viable option to escape domestic violence. The shelter provides temporary safe housing for families while they acquire the skills and resources necessary to start their lives free from violence.

Outreach – The Organization provides all the same out-of-shelter support services to victims of domestic violence and identifies at-risk families and helps them avoid domestic violence crisis situations. The bi-lingual program includes education, support groups, direct intervention and case management. The program is designed to break the cycle of domestic violence through understanding, planning and action.

New Facility – The Organization has recently entered into a new lease agreement (Note 4) in order to construct and operate a new facility. Specific costs incurred related to this new facility are being recorded separately until feasibility of the program has been determined.

Summary of Significant Accounting Policies

The accounting and reporting policies of the Organization conform to U.S. generally accepted accounting principles as applicable to not-for-profit organizations. The following is a summary of the more significant Organization's accounting policies:

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

a. Basis of Accounting

The financial statements of the Organization are prepared using the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America. The Organization has elected a June 30 year-end.

The Organization has adopted the provisions of Accounting Standards Codification 958, *Not-For-Profit Entities* (ASC 958), Accounting Standards Codification 720-25, *Contributions Made* (ASC 720-25), and Accounting Standards Codification 225-45-6, *Classification of Revenues, Expenses, Gains, and Losses* (ASC 225-45-6). Under these ASC's, the Organization is required to report and record its financial position, activities and contributions received under three classes; permanently restricted, temporarily restricted and unrestricted. These classes are determined by the donor's restrictions for the use of the funds or the lack thereof. When a donor's restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and are shown in the statement of activities as net assets released from restriction. Temporary restrictions expire when a time restriction is met, or the purpose of the restricted funds has been accomplished.

The Organization has no assets that are temporarily or permanently restricted as of June 30, 2015.

b. Income Taxes

The Organization is a non-profit corporation whose revenue is derived from contributions and other fundraising activities and is not subject to federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization files a Form 990 tax return.

As of June 30, 2015 and for the year then ended, the Organization has not engaged in any activity which management considers to be activity that could result in a loss of their 501(c)(3) designation. In addition, management does not consider any of the activity of the Organization to be considered unrelated business income that could result in income tax. For the year ended June 30, 2015, there was no tax interest or penalties reflected in the statement of activities or in the statement of financial position. The Organization is no longer subject to U.S. federal, state, and local income tax examinations by taxing authorities for years before 2011.

c. Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Functional Expenses. Where specific costs can be identified with a particular function, such costs are charged directly to that function. Certain costs that could not be identified with a particular program have been allocated across programs based upon an analysis of personnel time spent in each of those programs, or other relevant factors. The Statement of Functional Expenses details these amounts.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

d. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses, including functional allocations during the reporting period. Actual results could differ from those estimates. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances in making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. While actual results could differ from those estimates, management believes that the estimates are reasonable.

Key estimates made in the accompanying financial statements include, among others, allowances for doubtful accounts on grants and other receivables, the economic useful lives and recovery of long-lived assets, and amounts and valuation of donated goods, facilities and services.

e. Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

f. Fair Value of Financial Instruments

The Organization has adopted the provisions of ASC 820, *Fair Value Measurements and Disclosure* (ASC 820). ASC 820 defines fair value, establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques.

The Organization determines fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The Organization's financial instruments consist of cash, receivables, payables and a note payable. The carrying amount of cash, receivables and payables approximates fair value because of the short-term nature of these items. The carrying amount of the note payable approximates fair value because the instrument has an imputed interest rate and is consistent with other instruments of similar risks and characteristics.

g. Grants Receivable

Grants receivable are deemed by management to be fully collectible.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

h. Property and Equipment

Property and equipment are stated at cost. Repairs and maintenance are expensed as incurred, whereas major improvements are capitalized. If donated, property and equipment is recorded at the approximate fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Shelter and improvements	5 to 30 years
Furniture and equipment	3 to 10 years
Other building improvements	15 years
Software	5 years

Depreciation expense on property and equipment was \$9,465 for the year ended June 30, 2015.

i. Revenue Recognition

The basis of revenue recognition for each of the revenue producing sources included in grants and contracts, contributions, and fundraising and special event revenue is as follows:

Grants and Contracts

Grants and contracts are recognized as revenue in the period the amounts are granted or earned. Grant expenditures in excess of grants received as of year-end are reported as grants receivable.

Contributions

Contributions are generally recorded only upon receipt, unless evidence or an unconditional promise to give has been received. Unconditional promises to give (pledges) that are expected to be collected within one year are recorded at their net realizable value. Unconditional promises to give (pledges) that are expected to be collected in future years are recorded at the present value of estimated future cash flows. Conditional promises to give are not included as support until such time as the conditions are substantially met. All contributions are considered available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. However, if a restriction is fulfilled in the same time period in which the contribution is received, it is reported as unrestricted support.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

i. Revenue Recognition (Continued)

Contributions (Continued)

The Organization also recognizes contribution revenue for donated property, equipment, and supplies in the period received at the property's fair value. If donated assets have questionable or uncertain value and no alternative use that adds value to the assets, the Organization does not recognize them in the financial statements. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization also received other donated goods that are used within the shelter, recorded at the estimated fair value on the date of donation. During the year ended June 30, 2015, the value of contributed goods was \$26,916.

Also, the Organization occasionally receives donations or contributions through services performed. The fair value of the donated services are recognized in the financial statements if the services either (a) create or enhance a nonfinancial asset or (b) require specialized skills, are provided by entities or persons possessing those skills, and would need to be purchased if they were not donated. Services that do not meet either of the preceding criteria are not recognized. Donated services are recorded at their fair value. During the year ended June 30, 2015, the Organization received contributed services valued at \$3,969, which have been allocated to the Organization and recorded in the financial statements as both a current year contribution and an expense.

Fundraising and Special Event Revenue

Fundraising and special event revenue is recognized in the period when the activity leading to that revenue is performed. Funds received to cover expenses for fundraising and special event revenue are deferred until the event is held. During the year ended June 30, 2015, the Organization received \$1,000 for a special event that was held subsequent to year-end.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

j. Temporarily Restricted Net Assets/ Restricted Cash

The Organization received certain funds from the Utah Housing Corporation (UHC) for the purpose of maintenance and upkeep of the shelter that was purchased during a prior year (Note 3). As part of that purchase agreement, the Organization was assigned as the primary beneficiary to a "Development Note" between the previous owner of the shelter and UHC. That Development Note stipulated that the prior owner pay \$65,000 into a separate fund restricted to the repair, and upkeep of the shelter.

The funds received by the Organization were deposited into a separate bank account and were temporarily restricted in nature. Interest earned on the account is unrestricted in nature. During a prior year, pursuant to a shelter operation termination agreement, the temporary restriction on these funds and future shelter maintenance contributions (see below) was waived.

The Organization receives payments of \$350 per month, as specified in the Development Note between UHC and the previous owner, until the note is paid off. As noted above, the restriction on these funds was waived during a prior year.

k. Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. At June 30, 2015, the Organization had in its bank accounts \$105,755 in excess of the FDIC insured limits. The Organization has not experienced any losses in such accounts or lack of access to its cash, and believes it is not exposed to significant risk of loss with respect to cash. However, no assurance can be provided that access to the Organization's cash will not be impacted by adverse economic conditions in the financial markets.

l. Concentration of Revenue

The Organization generally receives grants from various organizations. Some of these grants are material in nature. If the organizations decided not to continue these grants or contributions in a given year, it could have an adverse material effect on the Organization's operations.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

m. Valuation of Long-Lived Assets

In accordance with impairment or disposal of long-lived assets subsection of ASC Subtopic 360-10, *Property, Plant and Equipment – Overall*, long-lived assets, such as property, plant, and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying value of the long-lived assets or asset group is not recoverable on an undiscounted cash flow basis, an impairment loss is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment losses were recognized for the year ended June 30, 2015.

n. Advertising

Advertising costs are expensed when incurred.

o. Allocation of Joint Costs

The Organization allocates joint costs between fundraising and program services or management and general in accordance with ASC Subtopic 958-720, *Accounting for Costs of Activities of Not-for-Profit Organizations and State and Local Government Entities That Include Fundraising*.

p. Recent Accounting Pronouncements

In January 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-05, *"Service Concession Arrangements,"* which specifies that an operating entity should not account for a service concession arrangement that falls within the scope of this update as a lease in accordance with Topic 840. An operating entity should refer to other Topics as applicable to account for various aspects of a service concession arrangement. The amendments also specify that the infrastructure used in a service concession arrangement should not be recognized as property, plant and equipment of the operating entity. A service concession arrangement is defined as an arrangement between a public-sector entity and an operating entity for which the terms provide that the operating entity will operate the public-sector entity's infrastructure (for example, airports, roads, bridges, tunnels, prisons and hospitals) for a specified period of time. This standard will become effective for annual periods, and interim periods within those annual periods, beginning after December 15, 2014. The Organization is in the process of evaluating whether this standard will have a material impact on the Organization's financial position, results of operations or cash flows, once implemented during the year ended June 30, 2016.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING

The Organization recognized revenue on an accrual basis from the following grants and contracts for the year ended June 30, 2015:

<u>Funding Source</u>	<u>CFDA Number</u>	<u>Amount</u>
Utah Department of Human Services - Division of Child and Family Services (DCFS)	N/A	\$ 183,656
Utah Office for Victims of Crime (VAWA) Grant	16.588	24,906
Utah Office for Victims of Crime (VOCA) Grant	16.588	15,316
Center for Women and Children in Crisis (CWCIC)	N/A	3,928
United Way of Salt Lake	N/A	16,000
Foundation Grants:		
Eccles Foundation	N/A	15,000
FHC Foundation	N/A	15,000
LDS Foundation	N/A	7,000
Park City Rotary Foundation	N/A	2,000
Mary Kay Foundation	N/A	20,000
Promontory Foundation	N/A	10,000
Rotary Club of Park City	N/A	1,000
Stone Family Charitable Foundation	N/A	10,000
The Park City Foundation	N/A	8,000
R. Harold Burton Foundation	N/A	5,000
Utah Families Foundation	N/A	8,000
American Express Center for Community Development	N/A	30,000
Park City Municipal Corporation	N/A	32,500
Walmart	N/A	2,500
Vail Resorts/Canyons	N/A	7,000
Summit County	N/A	25,000
Total Grants and Contracts Funding		<u>\$ 441,806</u>

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING (Continued)

These grants are generally awarded to the Organization on an annual basis. Grants receivable for which the Organization had submitted for reimbursement totaled \$24,610 at June 30, 2015.

NOTE 3 - NOTE PAYABLE

The Company held the following note payable at June 30, 2015:

Note payable to Utah Housing Corporation (UHC), non-interest bearing, due in monthly payments of \$552, matures in November 2037, secured by the shelter.	\$ 147,841
Less: unamortized discount at an imputed rate of 6.21%	<u>(67,949)</u>
Total note payable	79,892
Less: current portion	<u>(1,708)</u>
Total long-term note payable	<u>\$ 78,184</u>

Principal maturities (inclusive of unamortized discount) are as follows:

<u>Year Ending June 30,</u>	
2016	\$ 1,708
2017	1,817
2018	1,933
2019	2,057
2020	2,188
Thereafter	<u>70,189</u>
Total	<u>\$ 79,892</u>

NOTE 4 - COMMITMENTS AND CONTINGENCIES

Office Leases

Effective September 1, 2014, the Organization extended its lease for its office for a period of two (2) years. The amended lease consists of monthly rental payments of \$1,498. Effective December 1, 2014, the Organization entered into a separate lease for additional office space for a period of twenty (20) months. This lease consists of monthly rental payments of \$765. Rent expense at these offices for the year ended June 30, 2015 was \$34,560, of which \$12,094 was for common area rental charges in addition to the monthly rental payments.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

Equipment Lease

During December 2014, the Organization entered into a lease agreement for a copier for a period of sixty (60) months. The lease consists of monthly rental payments of \$249.

New Facility Lease

Effective March 1, 2015, the Organization entered into a "Ground Lease Agreement" (the "Agreement") related to certain real property located in Summit County, Utah, in order to construct and operate certain facilities in furtherance of its mission to end family violence and abuse through education, outreach, support services, shelter and transitional housing. The lease is for forty (40) years and ends on February 28, 2055, unless sooner terminated in accordance with certain provisions of the lease. The Organization has the option to extend the initial lease term for two (2) additional five (5) year terms at the same annual base rate. The Organization shall pay as base rent of \$1 per year, which is due and payable on or before the first day of March of each year, commencing on March 1, 2015.

Pursuant to this Agreement, the Organization shall commence construction of a specified facility no later than March 1, 2017 and shall effect substantial completion thereof no later than September 30, 2019. As part of this new facility, the Organization shall construct a minimum of 9.5 "Affordable Unit Equivalents." Prior to the commencement of construction of this facility, the Organization shall furnish to the lessor evidence satisfactory to the lessor that the Organization has, or has access to, requisite funds or other financial resources (e.g., donations, grants, loans, etc.) necessary, appropriate and sufficient, for free and clear of any and all liens, claims, and encumbrances, the commencement and completion of, and payment for all costs and expenses of the facility. The Organization shall maintain the facility, and any improvements, thereon, at its sole cost and expense in good working order and condition, and in a clean, sanitary and attractive condition, at all times and shall not permit any of the facility or other improvements to fall into disrepair. The Organization shall also pay for all public and private utility services to or for the facility and shall maintain certain insurance policies at certain levels.

During the term of the lease, the facility and all improvements constructed by the Organization shall be property of the Organization. Upon expiration or earlier termination of this lease, the Organization shall, exclusive of any and all personal property and equipment unattached to the facility and improvements, surrender the premises and all fixtures attached thereto to the lessor, free and clear of all liens of any kind, all at no cost or expense to the lessor. Upon termination of this lease, the Organization shall, subject to the foregoing, execute a deed satisfactory in form and content to the lessor confirming the lessor's title to any buildings, permanent improvements, and fixtures therein, upon the premises at the time of termination; provided that the failure of the Organization to execute and deliver any such deed shall not delay, or otherwise, affect the termination of this lease by its terms.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

New Facility Lease (Continued)

The future minimum lease payments for the offices, equipment, and new facility lease are as follows:

For the Years Ending June 30,	
2016	\$ 30,149
2017	7,517
2018	2,991
2019	2,991
2020	1,496
Thereafter	<u>35</u>
Total future minimum lease payments	<u>\$ 45,179</u>

Consulting Agreement

During June 2015, the Organization entered into a "Contract for Fund Raising Consulting Services" (the "Consulting Agreement"). Pursuant to the Consulting Agreement, the consultant agrees to provide certain capital campaign advisory services related to the implementation of a capital campaign for the Organization for a fee of \$48,000, with anticipated billings of \$4,000 per month through May 2016.

NOTE 5 - ALLOCATION OF JOINT COSTS

During the years ended June 30, 2015, the Organization incurred joint costs of \$843,290 for activities that included fundraising appeals. These costs were allocated as follows:

Program Services	\$ 741,020
Management and General	41,946
Fundraising	<u>60,324</u>
Total	<u>\$ 843,290</u>

NOTE 6 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 17, 2015, the date which the financial statements were available to be issued, and noted no material subsequent events that would require recognition or disclosure in these financial statements as of June 30, 2015, except as noted below.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 6 - SUBSEQUENT EVENTS (Continued)

During September 2015, the Organization entered into a "Business Loan Agreement" and a related "Promissory Note" with a bank. Pursuant to this agreement and note, the Organization shall obtain advances up to \$350,000 through October 1, 2016. The note evidences a straight line-of-credit. Once the total amount of principal has been advanced, the Organization is not entitled to further loan advances. The Organization shall make twelve (12) monthly consecutive interest payments, beginning in October 2015, with interest calculated on the unpaid principal balances using an interest rate based on the three (3) year LIBOR/Swap rate as quoted for U.S. Dollars by Bloomberg or other comparable pricing services (currently 1.139%) plus a margin of 4.47%, resulting in an initial interest rate of 5.609% per annum. The interest rate will be adjusted on September 1, 2018 and every three (3) years thereafter. Beginning on October 9, 2016, the Organization shall make one hundred seven (107) monthly consecutive principal and interest payments of \$2,515. On September 9, 2025, the Organization shall make one final estimated principal and interest payment of \$232,243. The Organization is required to maintain all deposit accounts with the bank to have an aggregate deposit balance of not less than \$150,000. The note is secured by the shelter.

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Accrual Basis

Peace House, Inc.

Balance Sheet

As of June 30, 2015

	Jun 30, 15
ASSETS	
Current Assets	
Checking/Savings	
1000 · Grand Valley Bldg Reserve x7253	52,491
1016 · Zions Main Operating Acct x1140	41,011
1018 · Zions Shelter Chkg Acct x1132	995
1019 · ZionsMM Ops Reserve Acct x3517	200,138
1021 · Zions New Facility Acct x6623	113,611
1110 · Petty Cash	100
Total Checking/Savings	408,345
Accounts Receivable	
11400 · Grants receivable	24,610
Total Accounts Receivable	24,610
Other Current Assets	
1130 · Accounts Receivable	359
1200 · Sales Tax Receivable	235
1400 · Prepaid Expenses	
1405 · Prepaid Insurance	815
1410 · Prepaid Health Insurance	249
1415 · Other Prepaid Expenses	604
Total 1400 · Prepaid Expenses	1,668
1450 · Deposits - refundable	125
Total Other Current Assets	2,387
Total Current Assets	435,342
Fixed Assets	
PROPERTY & EQUIPMENT	
1510 · Building	136,432
1511 · A/D - Buildings	-53,418
1520 · Bldg Improvements	15,570
1521 · A/D - Bldg Improvements	-3,912
1530 · Equipment	38,640
1531 · A/D - Equipment	-32,981
1540 · Furniture	29,034
1541 · A/D - Furniture	-27,830
1550 · Software Systems	4,545
1551 · A/D - Software Systems	-455
Total PROPERTY & EQUIPMENT	105,626
Total Fixed Assets	105,626
TOTAL ASSETS	540,969
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts payable	7,480
Total Accounts Payable	7,480
Credit Cards	
2050 · Zions Credit Card Acct	184
Total Credit Cards	184
Other Current Liabilities	
2100 · Payroll Liabilities	
2105 · Wages Payable	22,427
2108 · Employer PR Taxes Payable	1,699
2111 · Simple IRA - Employer Match	5,873

Peace House, Inc.
Balance Sheet
As of June 30, 2015

	Jun 30, 15
2115 · Vacation Accrual	3,218
2125 · Health Premiums w/h	842
Total 2100 · Payroll Liabilities	34,060
2250 · Deferred Income	1,000
2275 · Current Portion - Note Payable	1,708
Total Other Current Liabilities	36,768
Total Current Liabilities	44,432
Long Term Liabilities	
2300 · Note Payable - Shelter	146,133
2310 · Discount on Note Payable-Shelte	-67,949
Total Long Term Liabilities	78,184
Total Liabilities	122,617
Equity	
3010 · Unrestricted Net Assets	467,581
Net Income	-49,229
Total Equity	418,352
TOTAL LIABILITIES & EQUITY	540,969

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Accrual Basis

Peace House, Inc.
Balance Sheet
 As of June 30, 2016

	Jun 30, 16
ASSETS	
Current Assets	
Checking/Savings	
1000 - Grand Valley Bldg Reserve x7253	58,756
1016 - Zions Main Operating Acct x1140	133,671
1018 - Zions Shelter Chkg Acct x1132	478
1019 - ZionsMM Ops Reserve Acct x3517	180,499
1021 - Zions New Facility Acct x6623	191,483
1110 - Petty Cash	100
Total Checking/Savings	564,986
Accounts Receivable	
11200 - Pledges Receivable	20,400
11400 - Grants receivable	66,972
Total Accounts Receivable	87,372
Other Current Assets	
1200 - Sales Tax Receivable	797
1400 - Prepaid Expenses	
1405 - Prepaid Insurance	2,600
1410 - Prepaid Health Insurance	1,649
1415 - Other Prepaid Expenses	2,579
Total 1400 - Prepaid Expenses	6,828
1450 - Deposits - refundable	170
Total Other Current Assets	7,795
Total Current Assets	660,153
Fixed Assets	
PROPERTY & EQUIPMENT	
1510 - Building	136,432
1511 - A/D - Buildings	-58,862
1515 - New Facility Building	49,540
1520 - Bldg Improvements	15,570
1521 - A/D - Bldg Improvements	-4,887
1530 - Equipment	31,546
1531 - A/D - Equipment	-26,909
1540 - Furniture	28,784
1541 - A/D - Furniture	-28,784
1550 - Software Systems	4,545
1551 - A/D - Software Systems	-1,364
Total PROPERTY & EQUIPMENT	145,611
Total Fixed Assets	145,611
TOTAL ASSETS	805,763
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts payable	2,491
Total Accounts Payable	2,491
Credit Cards	
2050 - Zions Credit Card Acct	2,020
Total Credit Cards	2,020
Other Current Liabilities	
2100 - Payroll Liabilities	
2105 - Wages Payable	28,539
2108 - Employer PR Taxes Payable	2,117

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Accrual Basis

Peace House, Inc.
Balance Sheet
As of June 30, 2016

	Jun 30, 16
2111 · Simple IRA - Employer Match	6,194
2115 · Vacation Accrual	3,343
2125 · Health Premiums w/h	1,484
Total 2100 · Payroll Liabilities	41,676
2250 · Deferred Income	4,000
2275 · Current Portion - Note Payable	1,817
Total Other Current Liabilities	47,494
Total Current Liabilities	52,004
Long Term Liabilities	
2300 · Note Payable - Shelter	139,404
2310 · Discount on Note Payable-Shelte	-63,019
2400 · Zions Commercial Loan	23,336
Total Long Term Liabilities	99,721
Total Liabilities	151,725
Equity	
3010 · Unrestricted Net Assets	232,063
3015 · Temp Restricted Net Assets	186,289
Net Income	235,686
Total Equity	654,038
TOTAL LIABILITIES & EQUITY	805,763

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Accrual Basis

Peace House, Inc.
Balance Sheet
As of April 26, 2017

	Apr 26, 17
ASSETS	
Current Assets	
Checking/Savings	
1000 · Grand Valley Bldg Reserve x7253	63,405
1016 · Zions Main Operating Acct x1140	131,214
1019 · ZionsMM Ops Reserve Acct x3517	180,750
1021 · Zions New Facility Acct x6623	951,490
1022 · Zions Shelter Chkg Acct x8169	480
1110 · Petty Cash	100
Total Checking/Savings	1,327,438
Accounts Receivable	
11200 · Pledges Receivable	72,346
Total Accounts Receivable	72,346
Other Current Assets	
1200 · Sales Tax Receivable	115
1400 · Prepaid Expenses	
1405 · Prepaid Insurance	5,077
1410 · Prepaid Health Insurance	1,400
1415 · Other Prepaid Expenses	2,559
Total 1400 · Prepaid Expenses	9,036
1450 · Deposits - refundable	170
Total Other Current Assets	9,321
Total Current Assets	1,409,105
Fixed Assets	
PROPERTY & EQUIPMENT	
1510 · Building	136,432
1511 · A/D - Buildings	-62,038
1515 · New Facility Building	49,540
1520 · Bldg Improvements	15,570
1521 · A/D - Bldg Improvements	-5,453
1530 · Equipment	31,546
1531 · A/D - Equipment	-28,039
1540 · Furniture	28,784
1541 · A/D - Furniture	-28,784
1550 · Software Systems	4,545
1551 · A/D - Software Systems	-1,894
Total PROPERTY & EQUIPMENT	140,210
Total Fixed Assets	140,210
TOTAL ASSETS	1,549,314
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2050 · Zions Credit Card Acct	2,011
Total Credit Cards	2,011
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Simple IRA - Employee Deferral	3,545
2111 · Simple IRA - Employer Match	11,507
2115 · Vacation Accrual	3,343
2122 · Capital Campaign w/h	215
2125 · Health Premiums w/h	1,521
2126 · Health Premiums via COBRA	649
2130 · 125(c) w/h	358

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Accrual Basis

Peace House, Inc.
Balance Sheet
As of April 26, 2017

	Apr 26, 17
Total 2100 - Payroll Liabilities	21,139
2275 - Current Portion - Note Payable	1,817
Total Other Current Liabilities	22,956
Total Current Liabilities	24,967
Long Term Liabilities	
2300 - Note Payable - Shelter	136,094
2310 - Discount on Note Payable-Shelter	-60,599
Total Long Term Liabilities	75,495
Total Liabilities	100,462
Equity	
3010 - Unrestricted Net Assets	467,749
3015 - Temp Restricted Net Assets	186,289
Net Income	794,814
Total Equity	1,448,852
TOTAL LIABILITIES & EQUITY	1,549,314

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Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2016 through June 2017

	Jul '16 - Jun 17
Ordinary Income/Expense	
Income	
CONTRIBUTIONS	
4101 · Individual	35,000
4102 · Donor Designated Contributions	
4102A · UW Donor-Directed Donations	4,000
4102B · Donor-Advised Accounts	42,000
Total 4102 · Donor Designated Contributions	46,000
4105 · Business & Corporate Donations	35,000
4106 · Foundations	53,000
4109 · Community Orgs & Nonprofits	30,000
Total CONTRIBUTIONS	199,000
GRANTS & CONTRACTS	
4002 · DCFS	194,886
4003 · TANF	80,000
4004 · VAWA	27,000
4005 · VOCA	122,601
4008 · Corporate Grants	48,000
4009 · FEMA	2,000
4010 · Foundation/Nonprofit Grants	95,000
4012 · United Way of Salt Lake	14,000
4013 · Park City Municipal Corp	32,500
4014 · Summit County	25,000
4025 · Center for Women+Children	4,000
Total GRANTS & CONTRACTS	644,987
SHELTER BUILDING ACCOUNT	
4450 · Shelter Building Funds	4,200
Total SHELTER BUILDING ACCOUNT	4,200
SPECIAL EVENT REVENUE	
4360 · PH Hosted Events	
4305 · Annual Appeal	65,000
4364 · Golf Tournament	40,000
4365 · Spring Luncheon	30,000
4367 · Walk a Mile	1,500
4368 · Bling Fling	40,000
Total 4360 · PH Hosted Events	176,500
4390 · Special Events - Other	
4391 · LivePC GivePC	41,800
4392 · LoveUT GiveUT	500
4395 · In Memory of Bob Wells	
4396 · St.Luke's Wine and Swine Event	
4390 · Special Events - Other - Other	7,700
Total 4390 · Special Events - Other	50,000
Total SPECIAL EVENT REVENUE	226,500
Total Income	1,074,687
Gross Profit	1,074,687
Expense	
EMPLOYEE-RELATED	
TRAVEL & TRANSPORT	
5710 · Auto Mileage	4,200
5715 · Public Trans/Parking	50
5725 · Meals	200

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Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2016 through June 2017

	Jul '16 - Jun 17
Total TRAVEL & TRANSPORT	4,450
5105 · Outreach/Educ Salaries	146,000
5110 · Shelter Salaries	203,500
5118 · Clinical Salaries	150,000
5125 · Community Office Salaries	281,500
5130 · Payroll Taxes	53,000
5135 · Employee Health Benefits	45,000
5140 · Workers Compensation Insur	6,200
5145 · Unemployment Claims	2,000
5147 · Program-Related Employ Training	4,000
5150 · Non-Program Employee Training	250
5175 · Payroll Processing Fees	6,500
5190 · Employee Relations	800
6480 · SIMPLE IRA	10,000
Total EMPLOYEE-RELATED	913,200
GENERAL & ADMIN	
5155 · Board Relations	
6101 · Computers + IT Support	4,000
6102 · Telephone	9,000
6103 · Internet Service	3,000
6104 · Website	700
6105 · Office Supplies	2,500
6110 · Postage and Delivery	650
6115 · Dues and Subscriptions	566
6120 · Bank Service Charges	100
6123 · Credit Card Processing Fees	3,300
6125 · Licenses and Permits	1,500
6205 · Fees - Accounting	8,500
6310 · Printing and Reproduction	1,500
6315 · Fundraising Expenses	
6317 · Bling Fling	1,600
6319 · Golf Tournament	10,000
6320 · Spring Luncheon	1,500
6321 · Annual Appeal	800
6315 · Fundraising Expenses - Other	1,800
Total 6315 · Fundraising Expenses	15,700
Total GENERAL & ADMIN	51,016
OCCUPANCY EXPENSES	
5305A · Rent - Payments	65,000
5315 · Furniture & Fixtures	2,000
5320 · Furniture & Equip lease / maint	3,200
5328 · Property Insurance	1,500
5340 · Repairs & maintenance	1,600
5342 · Janitorial	1,020
5360 · Utilities	9,200
5365 · Building security	500
Total OCCUPANCY EXPENSES	84,020
PROGRAM EXPENSES	
5500 · Facility Rental	50
5505 · Shelter Food & Household	5,000
5530 · Program Supplies	1,800
5531 · Program Software/Systems	3,500
5532 · Program Consultant/Support Svcs	5,500
5540 · Emergency client needs	
5542 · Client transportation	720
5543 · Client child care	
5540 · Emergency client needs - Other	1,080
Total 5540 · Emergency client needs	1,800

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Peace House, Inc.
Profit & Loss Budget Overview
 July 2016 through June 2017

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Accrual Basis

	Jul '16 - Jun 17
5550 • Insurance - Liability	4,883
5560 • Volunteer Expenses	400
5570 • Community Partner Expenses	100
5599 • Petty Cash Shortage/Overage	
Total PROGRAM EXPENSES	23,033
Total Expense	1,071,269
Net Ordinary Income	3,418
Other Income/Expense	
Other Income	
DONATED GOODS & FACILITIES	
4205 • In-Kind Services Donated	4,800
4210 • In-Kind Goods Donated	45,000
Total DONATED GOODS & FACILITIES	49,800
NEW FACILITY INCOME	
4110 • Capital Campaign Donations	
4110A • NewFacil-Individual	40,000
4110B • NewFacil-Donor-Advised Accounts	500,000
4110C • NewFacil-Business & Corporate	500,000
4110D • NewFacil-Foundations	500,000
4110 • Capital Campaign Donations - Other	960,000
Total 4110 • Capital Campaign Donations	2,500,000
4130 • New Facility Grants	45,000
Total NEW FACILITY INCOME	2,545,000
4405 • Interest & Dividend Income	399
Total Other Income	2,595,199
Other Expense	
DONATED GOODS & FACILITIES EXPE	
5510 • In-Kind Clothing/household/food	45,000
6250 • In-Kind Services Expense	4,800
Total DONATED GOODS & FACILITIES EXPE	49,800
NEW FACILITY EXPENSES	
5126 • New Facility Salaries	105,000
5130B • Payroll Taxes	21,000
5135B • Employee Health Benefits	5,000
5155B • Board/Committee Relations	1,200
5710B • Auto Mileage	600
5725B • Meals	800
6101B • Computers + IT Support	200
6102B • Telephone	1,800
6103B • Internet Service	500
6104B • Website	300
6105B • Office Supplies	200
6110B • Postage & Delivery	100
6120B • Bank Service Charges	6,000
6205B • Fees - Accounting	2,000
6210 • Fees - Capital Campaign Consult	24,000
6220 • Fees - Contract/Construct Svcs	2,200,000
6405B • Marketing & Promotion	2,000
6410B • Community Networking Events	1,000
6480B • SIMPLE IRA	1,950
Total NEW FACILITY EXPENSES	2,373,650
6485 • Interest Expense	5,000
7005 • Depreciation Expense	9,500

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Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
July 2016 through June 2017

	Jul '16 - Jun 17
Total Other Expense	2,437,950
Net Other Income	157,249
Net Income	160,667

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Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2015 through June 2016

	Jul '15 - Jun 16
Ordinary Income/Expense	
Income	
CONTRIBUTIONS	
4101 · Individual	60,000
4102 · Donor Designated Contributions	
4102A · UW Donor-Directed Donations	4,000
4102B · Donor-Advised Accounts	
Total 4102 · Donor Designated Contributions	4,000
4105 · Business & Corporate Donations	10,000
4106 · Foundations	65,000
4109 · Community Orgs & Nonprofits	12,000
Total CONTRIBUTIONS	151,000
GRANTS & CONTRACTS	
4002 · DCFS	221,296
4003 · TANF	
4004 · VAWA	24,000
4005 · VOCA	16,600
4008 · Corporate Grants	45,000
4010 · Foundation/Nonprofit Grants	
4010A · Eccles Foundation	18,000
4010 · Foundation/Nonprofit Grants - Other	105,000
Total 4010 · Foundation/Nonprofit Grants	123,000
4012 · United Way of Salt Lake	18,000
4013 · Park City Municipal Corp	36,000
4014 · Summit County	25,000
4025 · Center for Women+Children	3,000
Total GRANTS & CONTRACTS	511,896
SHELTER BUILDING ACCOUNT	
4450 · Shelter Building Funds	4,200
Total SHELTER BUILDING ACCOUNT	4,200
SPECIAL EVENT REVENUE	
4360 · PH Hosted Events	
4305 · Annual Appeal	30,000
4364 · Golf Tournament	
4367 · Walk a Mile	
4368 · Bling Fling	
4360 · PH Hosted Events - Other	59,000
Total 4360 · PH Hosted Events	89,000
4390 · Special Events - Other	
4391 · LivePC GivePC	
4395 · In Memory of Bob Wells	
4390 · Special Events - Other - Other	42,000
Total 4390 · Special Events - Other	42,000
Total SPECIAL EVENT REVENUE	131,000
Total Income	798,096
Gross Profit	798,096
Expense	
EMPLOYEE-RELATED	
TRAVEL & TRANSPORT	
5710 · Auto Mileage	6,000
5715 · Public Trans/Parking	

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Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2015 through June 2016

	Jul '15 - Jun 16
5725 · Meals	350
Total TRAVEL & TRANSPORT	6,350
5105 · Outreach/Educ Salaries	138,420
5110 · Shelter Salaries	162,000
5118 · Clinical Salaries	71,150
5125 · Community Office Salaries	221,000
5130 · Payroll Taxes	45,000
5135 · Employee Health Benefits	27,000
5140 · Workers Compensation Insur	4,000
5147 · Program-Related Employ Training	600
5150 · Non-Program Employee Training	
5175 · Payroll Processing Fees	3,500
5190 · Employee Relations	200
6480 · SIMPLE IRA	7,500
Total EMPLOYEE-RELATED	686,720
GENERAL & ADMIN	
5155 · Board Relations	600
6101 · Computers + IT Support	1,000
6102 · Telephone	10,000
6103 · Internet Service	2,000
6104 · Website	725
6105 · Office Supplies	2,000
6110 · Postage and Delivery	800
6115 · Dues and Subscriptions	400
6120 · Bank Service Charges	
6123 · Credit Card Processing Fees	2,600
6125 · Licenses and Permits	500
6205 · Fees - Accounting	9,500
6310 · Printing and Reproduction	1,000
6315 · Fundraising Expenses	
6317 · Billing Filing	
6319 · Golf Tournament	
6321 · Annual Appeal	
6315 · Fundraising Expenses - Other	4,000
Total 6315 · Fundraising Expenses	4,000
6405 · Marketing & Promotion	500
Total GENERAL & ADMIN	35,625
OCCUPANCY EXPENSES	
5305A · Rent - Payments	40,200
5315 · Furniture & Fixtures	1,000
5320 · Furniture & Equip lease / maint	4,000
5328 · Property Insurance	1,300
5340 · Repairs & maintenance	1,000
5342 · Janitorial	1,020
5360 · Utilities	8,000
5365 · Building security	550
Total OCCUPANCY EXPENSES	57,070
PROGRAM EXPENSES	
5505 · Shelter Food & Household	6,000
5530 · Program Supplies	1,800
5531 · Program Software/Systems	2,200
5532 · Program Consultant/Support Svcs	
5540 · Emergency client needs	
5542 · Client transportation	
5543 · Client child care	
5540 · Emergency client needs - Other	1,000
Total 5540 · Emergency client needs	1,000

3:09 PM

04/26/17

Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2015 through June 2016

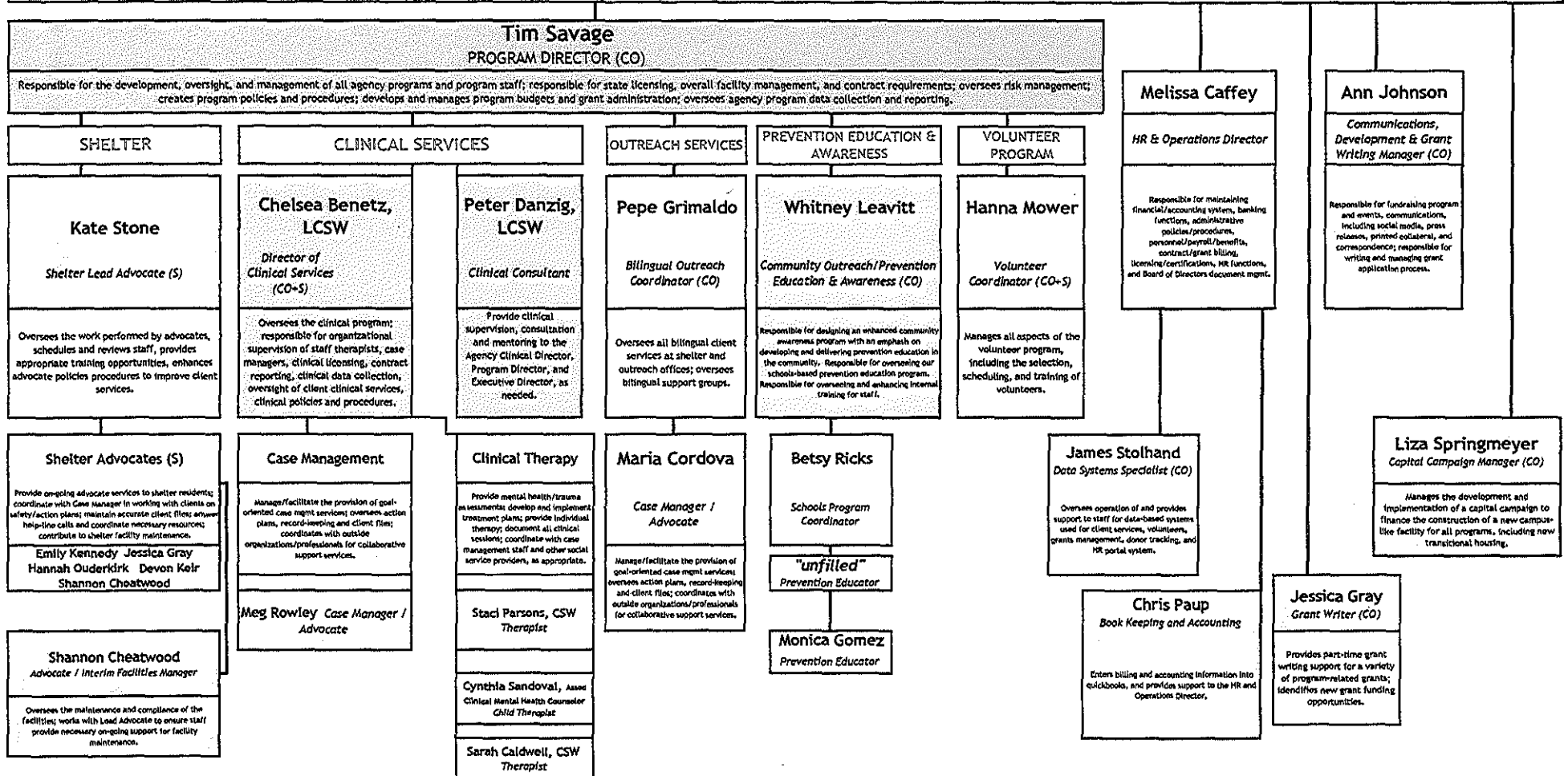
	Jul '15 - Jun 16
5550 • Insurance - Liability	4,250
5560 • Volunteer Expenses	1,700
5570 • Community Partner Expenses	
5599 • Petty Cash Shortage/Overage	
Total PROGRAM EXPENSES	16,950
Total Expense	796,365
Net Ordinary Income	1,731
Other Income/Expense	
Other Income	
DONATED GOODS & FACILITIES	
4205 • In-Kind Services Donated	3,400
4210 • In-Kind Goods Donated	20,000
Total DONATED GOODS & FACILITIES	23,400
NEW FACILITY INCOME	
4110 • Capital Campaign Donations	
4110A • NewFacil-Individual	
4110B • NewFacil-Donor-Advised Accounts	
4110C • NewFacil-Business & Corporate	
4110 • Capital Campaign Donations - Other	
Total 4110 • Capital Campaign Donations	
Total NEW FACILITY INCOME	
4405 • Interest & Dividend Income	600
Total Other Income	24,000
Other Expense	
DONATED GOODS & FACILITIES EXPE	
5510 • In-Kind Clothing/household/food	20,000
6250 • In-Kind Services Expense	3,400
Total DONATED GOODS & FACILITIES EXPE	23,400
NEW FACILITY EXPENSES	
5126 • New Facility Salaries	
5130B • Payroll Taxes	
5135B • Employee Health Benefits	
5725B • Meals	
6101B • Computers + IT Support	
6102B • Telephone	
6103B • Internet Service	
6105B • Office Supplies	
6110B • Postage & Delivery	
6120B • Bank Service Charges	
6205B • Fees - Accounting	
6210 • Fees - Capital Campaign Consult	
6220 • Fees - Contract/Construct Svcs	
6405B • Marketing & Promotion	
6410B • Community Networking Events	
6480B • SIMPLE IRA	
Total NEW FACILITY EXPENSES	
6485 • Interest Expense	
7005 • Depreciation Expense	
Total Other Expense	23,400
Net Other Income	600
Net Income	2,331

Peace House Organizational Chart

August 2016

Julie DeLong - Interim Executive Director / Jane Patten - Outgoing Executive Director/Facilities Project Director

Responsible for the organization's achievement of mission and financial objectives/accountability, strategic direction, program development and administration, and effective community relations and fundraising activities.



Work Location Codes:

CO = Community Office -- 1960 Sidewinder Drive, Suite 208, Park City, UT 84098 -- (435) 658-4739

S = Shelter -- Park City, UT 84060-- (435) 647-9161



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DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff is recommending the addition of a new Type 3 CSL. Currently, for events and fundraisers, each vendor participating is required to obtain a Type 1 CSL (\$149) to be compliant. The Type 3 CSL will allow the event organizer to pull an umbrella license and provide a list of the vendors participating. Each vendor will be required to ensure the tax revenue from the sales activity at the event is remitted. This license will only be issued to currently licensed convention spaces and will cost \$149 for all businesses, both profit and non-profit. This license will not be available during the Sundance Film Festival dates.

Respectfully:

Beth Bynan, Business License Specialist



City Council Staff Report

Subject: Convention Sales License- Type 3
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: June 8, 2017
Type of Item: New Business

Summary Recommendation

Staff recommends the addition of the Type 3 Convention Sales License to more appropriately license holiday bazaar type events that take place in licensed convention spaces. These events have been fundraising events for non-profits.

Executive Summary

- Staff is recommending the addition of a new Type 3 CSL.
- Currently, for events and fundraisers, each vendor participating is required to obtain a Type 1 CSL (\$149) to be compliant.
- The Type 3 CSL will allow the event organizer to pull an “umbrella” license and provide a list of the vendors participating.
- Each vendor will be required to ensure the tax revenue from the sales activity at the event is remitted.
- This license will only be issued to currently licensed convention spaces and will cost \$149 for all businesses, both profit and non-profit.

Acronyms

Code - Park City Municipal Code
CSL - Convention Sales License
Type 1 CSL – Business activity for up to 10-days outside of Festival dates - \$149
*not available during Sundance Film Festival dates
Type 3 CSL – For licensing events taking place in licensed convention spaces - \$149
*not available during Sundance Film Festival dates

The Problem

- The current Code requires all entities (identified by federal ID number) participating in the event to obtain a Type 1 CSL at the cost of \$149.
- Many of these vendors are small, start-up business and do not make enough money during the events to justify the fees to participate. This can be prohibitive to small business and not for profits.

Background

Each year, various organizations host bazaars, seasonal markets or other similar fundraising activities within City limits – with specific increases in these types of activities during the holiday season. Currently, the Code requires every vendor (individual point of sale) participating in such activities to obtain a Type 1 CSL (\$149

each). For some vendors, the fees to obtain a license can be problematic for several reasons:

- Most vendors are start-up or small businesses, and the cost to participate in both the activity and pay the CSL fee is too high for them.
 - Many of these vendors do not make enough to justify the fees to participate.
- The vendor also has to pay a participation fee to the organization.
- Many of these types of activities/events occur during the busy holiday season.
- Organizers are saddled with extra workload trying to get all of the participating vendors to submit their CSL applications.
- Processing 70-80 individual Type 1 CSL applications for one single event is an enormous burden for staff during the busiest time of year.

Recognizing this, the Finance Department hosted a **stakeholder meeting** on March 29, 2017 to discuss possible ideas to better regulate these types of events. The meeting was attended by the following:

PCMC:

- Beth Bynan-Business License Specialist,
- Rebecca Gillis-Accounting Manager,
- Mindy Finlinson-Accounting Manager,
- Jason Glidden-Economic Development Project Manager,
- Michelle Downard- Chief Deputy Building Official,
- Polly Samuels-McLean- Asst. City Attorney

Stakeholders:

- Jennifer Thomas- Park City Women's Business Network,
- Kate McChesney-Park Silly Sunday Market,
- Michelle McDonald-Park Silly Sunday Market,
- Rhonda Sideris-Park City Area Lodging Association,
- Michael Barille-Historic Park City Alliance,
- Mike Sweeney-Event Coordinator.

The group discussed:

- The importance of licensing (life/safety inspections, verification of Special Event State Sales Tax reporting).
- Criteria for being considered a "Special Event".
- The administrative drawbacks for requiring a separate application/ payment/ license for up to 100 vendors - a burden for City staff and vendors/organizers alike.
- How licensing fees can diminish the fundraising efforts of a non-profit organization.
- The possibility of adding a third CSL license to more appropriately license and register vendors for these types of activities.

This idea was well-received and recommended by the entire group.

Staff from the Finance department attended a work session with Council on May 11, 2017 ([work session 5.11.17](#)) to discuss the proposed addition of the Type 3 CSL.

Council was very receptive to the idea of the new type of license, and appreciated that staff had brought the stakeholder group together and provided the recommendation. Staff stated the intention to return with a proposed ordinance at the June 8, 2017 City Council meeting.

Alternatives for City Council to Consider

1. Recommended Alternative: Approve the attached ordinance and create a “Type 3” Convention Sales license for organizations holding their events in licensed convention space, allowing them to pull an “umbrella” license to register all vendors under one CSL. The license will be valid for 10 days.

- Each vendor will be required to obtain a temporary State Sales Tax number from the Utah State Tax Commission-Special Events Division to ensure the tax revenue from the sales activity at the event remains in Park City.
- The organization (even if non-profit) will pay \$149, which covers the inspection and administrative costs of processing the application.
- The organization will provide a list of vendors and their temporary State Sales Tax numbers with their application (Finance will forward the list to the State Tax Commission).
 - It is important to note that all of the stakeholders in the meeting (profit & non-profit alike) were willing to pay the \$149 fee as they understand the inspection, processing and administrative costs related to obtaining approval for the CSL.
 - This also takes the burden of having to obtain license off of the individual vendor.

Pros:

- a. This will allow the City to license the event, ensuring that it has been inspected and that the companies have registered for their temporary sale tax number so the sales tax revenue from the event stays in Park City.
- b. This will reduce the costs for small, local businesses & vendors to participate in these events.
- c. This will allow more small businesses to participate in the events and possibly raise more money for their respective causes if organized as a non-profit fundraiser.
- d. This will greatly reduce the administrative load on the Finance department during what is already a very busy time of year processing Type 2 CSL applications.
- e. This will greatly reduce the workload of the event organizers and vendors as there will only be one application and payment (not 80-100).

Cons:

- a. Fees, (\$149/vendor), would not be collected.

2. Null Alternative: Selecting the Null Alternative will likely result in frustrated vendors and organizers as well as City staff as the current code requires a separate license and payment from each vendor.

Pros:

- a. Licensing fees collected \$149 per vendor

Cons:

- b. Continuing to require each vendor to obtain a Type 1 CSL at \$149 each will continue to keep it expensive for vendors to participate.
 - c. Requiring a Type 1 CSL from each individual vendor makes it more difficult for organizers to find vendors, making the addition of late vendors very likely (right up to the day of the event as in 2016) - triggering applications and payments that will need to be processed immediately by staff during the busiest time of year.
3. **Other Alternatives?** Another alternative such as reducing the cost of Type 1 CSLs instead of adding a new CSL was discussed by the group, but while fees would be reduced the administrative burdens would still be present for both organizers and staff.

The group also discussed capping the number of allowed Type 3 CSLs to be obtained by one organization in one year. Suggestions of allowed times/year ranged from 2-12. Some felt that two activities per year would be enough; others felt that allowing 12 activities per year would align with the State of Utah's law limiting organizations to 12 Special Event Temporary liquor permits per year. Staff does not recommend limiting the number at this time.

Analysis

- The addition of the Type 3 CSL will allow the City to license the event, inspect the location, and register the vendors/businesses who are participating.
- The Type 3 CSL is a more reasonable way to license these types of events; the City will be able to ensure that life/safety issues are addressed as well as be able to confirm that the sales tax revenue will remain in Park City.
- There will be a dramatic reduction in workload and paperwork for both event organizers and City staff.

Department Review

Finance, Legal, Budget, Sustainability, Special Events, Building, Executive

Attachments

Exhibit A- Red Line Code Changes

Exhibit B-Proposed Ordinance

Ordinance No. 2017-25

AN ORDINANCE AMENDING MUNICIPAL CODE TITLE 4, LICENSING, CHAPTER 3, PEDDLERS AND SOLICITORS LICENSING, SECTION 9 CONVENTION SALES AND COMMERCIAL HOSPITALITY

WHEREAS, Park City has an interest in promoting public health, safety, and welfare, and

WHEREAS, The Finance Department wishes to simplify and streamline the licensing and regulation of events held in convention spaces, and

WHEREAS, the Finance Department wishes to reduce the licensing costs for small business owners, and

WHEREAS, City Council has determined that amending the Municipal Code to add the Type 3 Convention Sales License will ease the burden for small business owners wishing to sell their goods in licensed convention spaces, and

WHEREAS, City Council wishes to ensure that the sales tax revenue generated at these events remains in Park City,

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

Section I. Amendment. Title 4, Licensing, Chapter 3, Peddlers and Solicitors Licensing, Section 9, Convention Sales and Commercial Hospitality to be amended and read as outlined in Exhibit A

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

PASSED AND ADOPTED this 8th DAY OF JUNE, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

4-3-9 Convention Sales And Commercial Hospitality

- A. The Finance Department may issue licenses for a period not to exceed two (2) weeks for temporary use of convention, meeting, event and other assembly rooms within any licensed convention, meeting or assembly facility for the purpose of temporary exhibiting, marketing, displaying, Gifting or promoting of goods or services.
- B. For Type 1 and 2 Convention Sales Licenses, if multiple vendors are sharing a space, an umbrella organizer may obtain a convention sales license for the entire space as long as each individual vendor provides an individual tax identification number. The umbrella organizer will be charged a license fee for the umbrella license as well as a fee for each vendor listed on the application. All vendors included in the umbrella license must be located under one physical address. The umbrella organizer is also responsible for having an appropriate business license.
- C. For Type 3 Convention Sales Licenses, If the event is in an unlicensed not in a convention space other than a convention space then a Any person or business that is conducting point of sales transactions will be required to have a separate business license whether in conjunction with a convention or not.

There are ~~two~~ three types of Convention Sales and Hospitality Licenses.

TYPE 1 – Convention Sales License. This type of license will be available year round except for during the dates of Sundance Film Festival and in a space other than convention space. Each point of sale requires a separate license -

TYPE 2 – Sundance Film Festival Convention Sales and Hospitality License. This type of license will only be available during the dates of the Sundance Film Festival.

TYPE 3—Convention Sales License available all year round except for the dates of the Sundance Film Festival and will only be available for events held in a licensed convention spaces. A single license is required for the organizer along with a list of all participants and their temporary Utah State Sales Tax Numbers.

The licenses may be issued on the following terms:

- A. **LICENSE FEE.** The license fee shall be as set forth in the Park City License Fee Schedule. An additional administrative fee as set forth in the Park City License Fee Schedule is hereby authorized for all such temporary licenses effective during any portion of the Sundance Film Festival.
- B. **STATE TAX NUMBER.** The applicant must provide individual a Utah tax identification number if sales transactions are taking place, federal tax identification numbers if only promotion or gifting is taking place, as part of the license application to assist in verifying the collection and reporting of sales tax.
- C. **REVIEW OF APPLICATIONS.**
 - 1. Upon a reasonable belief that the applicant or Licensee has a fraud or felony conviction or prior criminal background or pending criminal proceeding, the Director may refer the application or Licensee for investigation to the Police Department.

2. The Finance Manager or designee shall refer the application to the Building and Planning Departments for review; the Chief Building Official or designee to ensure compliance with the applicable building codes and fire codes including, but not limited to, determination of the maximum number of occupants the premises may safely accommodate at one time given the location and number of emergency exits; and the Planning Director or designee to ensure compliance with the Park City Land Management Code, Title 15.

D. TYPES OF APPLICATIONS.

1. For Type 1 & Type 3 convention sales licenses, the City may take up to ten (10) business days to complete the licensure process to permit adequate time for the Police, Building, Finance and Planning Departments for review and investigation. The Departments may request reasonable evidence of title to goods proposed to be offered for sale as part of the review.
2. Retained Council Authority for Type 2 licenses:
 - a. All Type 2 licenses shall require City Council approval at a publically noticed meeting. All Type 2 license applications must be completed and received at least seven (7) calendar days prior to a regular scheduled meeting and three (3) business days prior to a special meeting.
 - b. All Type 2 license applications require the applicant to have a pre-inspection prior to application at the place of business conducted by the Building Department for compliance with the building and fire codes. A copy of said pre-inspection report must accompany the license application submittal. The pre-inspection prior to application shall remain valid for 120 days.
 - c. All Type 2 license applications shall require an accurate floor plan and a design occupancy load stamped by a design professional to be submitted at the time of application.
 - d. All Type 2 license applicants require a final inspection by the Building Department post application after the space has been set up for the event. Business shall not be conducted until the final inspection has been passed and the applicant has been issued a Type 2 **Convention Sales License**.

- E. RESPONSIBILITY OF HOST BUSINESS TO ENSURE LICENSING AND COMPLIANCE WITH THE UNIFORM BUILDING AND FIRE CODES.** Businesses which make all of or a portion or portions of their licensed business locations available to other persons for the purpose of engaging in business shall be responsible to ensure that such persons obtain business licenses and or convention sales licenses and possess federal tax numbers and Utah state sales tax numbers listed in Park City if sales transactions are taking place. In the event a licensed hotel, motel, inn or bed-and-breakfast business fails to require such a showing, that business shall be liable for payment of all license fees and penalties payable by the person engaging in business at their licensed location. If such business is not currently licensed for assembly use, the business shall obtain the necessary inspection and permit from the Building Department. Nothing herein shall relieve the sub-letting/guest business from their individual responsibility to obtain the necessary licenses.

*Amended by Ord. 00-60 on 12/14/2000
Amended by Ord. 01-38 on 8/30/2001*

*Amended by Ord. 13-32 on 9/5/2013
Amended by Ord. 14-50 on 10/2/2014*



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff is returning to present City Council with the Supplemental Plan for the 2017 Fourth of July Celebration. The Fourth of July Celebration is an important cultural and community event and provides ancillary economic benefits to our local business community. It is the fun, funk and uniqueness of the event that makes it authentic and iconic to our community.

The popularity of the Fourth of July Celebration has brought both suggestions for additional mitigations and concerns regarding the City's carrying capacity. Staff has worked to address the concerns and implement increased mitigation strategies for this event. In coordination with the newly hired Fourth of July Event Planner, staff has been able to bring all of the Activity Providers and various events that occur on that day together in order to streamline the increased mitigation strategies for the Parade, Park and On Mountain Activities.

Staff finds that the Fourth of July Celebration is meeting the requirements of a Level Three Special Event permit as according to section 4-8 of the Park City Municipal Code and recommends that approval of the 2017 Supplemental Plan.

Staff currently anticipates returning to Council in late July for debrief of the event. The debrief will focus on the increased mitigations for this event to help determine needs for other major summer events such as Arts Festival, Miners Day, Park Silly Sunday Market, Autumn Aloft and Halloween.

Respectfully:

Jennifer Diersen,



City Council Staff Report

Subject: Fourth of July Supplemental Plan
Author: Jenny Diersen, Special Event Coordinator
Department: Special Events
Date: Thursday, June 8, 2017
Type of Item: Administrative

Summary Recommendation

City Council should hold a public hearing, review and approve the Fourth of July Celebration, a Level Three Special Event, based on findings that the event meets the requirements of section [4-8 of the Park City Municipal Code](#).

Disclosure: PCMC is the applicant for the Fourth of July Celebration

Executive Summary

Staff is returning to present City Council with the Supplemental Plan for the 2017 Fourth of July Celebration. The Fourth of July Celebration is an important cultural and community event and provides ancillary economic benefits to our local business community. It is the fun, funky and unique event that makes it authentic and iconic to our community.

The popularity of the Fourth of July Celebration has brought both suggestions for additional mitigations and concerns regarding the City's carrying capacity. Staff has worked to address the concerns and implement increased mitigation strategies for this event. In coordination with the newly hired Fourth of July Event Planner, staff has been able to bring all of the Activity Providers and various events that occur on that day together in order to streamline the increased mitigation strategies for the Parade, Park and On Mountain Activities.

Staff finds that the Fourth of July Celebration is meeting the requirements of a Level Three Special Event permit as according to section 4-8 of the Park City Municipal Code and recommends that approval of the 2017 Supplemental Plan.

Staff currently anticipates returning to Council in late July for debrief of the event. The debrief will focus on the increased mitigations for this event to help determine needs for other major summer events such as Arts Festival, Miners Day, Park Silly Sunday Market, Autumn Aloft and Halloween.

Acronyms

HPCA – Historic Park City Alliance
PCMC – Park City Municipal Corporation
SEAC – Special Events Advisory Committee

The Problem and the Opportunity

The Fourth of July Celebration is one of the largest events on Park City's event calendar. Staff has worked to make changes to the event over the past two years to increase the community appeal and to increase mitigation efforts. The continued success of the event has also created impacts that need to be mitigated, specifically in the Old Town neighborhood and Main Street areas. The size and popularity of the event require coordination between almost every department in the City, as well as, many community partners.

Background

<u>Date</u>	<u>Item</u>
March 26, 2015	Special Events Update (pages 8 – 29)/ Minutes (page 1 & 2)
August 6, 2016	Fourth of July Managers Report (page 107)
May 5, 2016	Fee Reduction Approval for Special Events July 1 to Dec 31, 2016 (pages 151 through 160)
May 5, 2016	Fee Reduction Approval minutes (pages 9 – 10)
October 6, 2016	Fourth of July Event Debrief / Minutes (page 4)
May 11, 2017	Fourth of July Event Planner Contract Approval
May 25, 2017	Event Traffic Management Plan and Proposed Strategies for the Fourth of July Festivities

For many years, the Fourth of July Celebration was organized by the Park City Ambassadors, which was a volunteer arm of the Park City Chamber. On March 26, 2015, Special Events staff presented an event update with recommended changes to the Fourth of July event to bring back the local, funky feel to the event, reduce the commercial feel and increasing the quality of the parade entries. Additionally staff reported on options to increase safety, and implement increased family offerings.

In 2016, knowing additional mitigations and changes were needed, staff applied for a Restaurant Tax Grant to help streamline the Activity Providers and make the event more appealing. Additionally the grant was to be used to hire an Event Planner for the 2017 event.

In 2016, the discontinuation of the Park City Ambassadors meant that a bulk of the planning fell to Bob Kollar and the PCMC Special Events Team. Staff implemented significant changes to the event including:

- Restricting parade entrants to local Summit County businesses and residents;
- Moved the City Park activities from South End City Park, to North End City Park to help with crowd control and congestion at the park;
- Worked with the many Activity Providers to streamline food, beverage and activity options.

With the changes that were implemented in 2016 for the Fourth of July Celebration, staff received additional comment from the community, SEAC and City Departments that the event needed further mitigation traffic congestion and residential impacts. Changes that were made in 2016 to bring back the community feel were well received.

A recap of previous changes to the Fourth of July Celebration are attached in Exhibit C.

The 2017 Fourth of July Celebration Supplemental Summary is attached in Exhibit D. regarding the following topics:

- Event Timeline
- Fun & Funk – Changes this year
- Transportation & Parking Plans
- Residential Mitigation Plans
- Community Engagement & Notification Plans
- Financial Considerations are also being considered as part of a Fee Reduction for City Services as part of the June 8th City Council packet.

Analysis Summary

Comments regarding the Fourth of July Celebration continue to be largely positive. Changes made to the event in 2016 were well received, though it was requested that further mitigations needed to be made regarding increased transportation and residential impacts.

The HPCA and SEAC have been made aware of tonight's discussions. Staff attended the May HPCA meeting to give a high level review of proposed changes to the Fourth of July event, specifically with regards to the Transportation and Parking Plans. While SEAC does not specifically review the approval of events, they have also been made aware of the discussion this evening.

Staff is appreciative of the many organizations and City Departments that make this event fun, safe and successful. It is the work of almost every department in the City, as well as the many community partners (such as Deer Valley, Park City Mountain Resort, Park City School District and Summit County) that make this event's success possible.

Alternatives for City Council to Consider

1. Recommended Alternative: In accordance with Findings, Conclusions and Conditions of Approval, Staff recommends that City Council review and approve the Supplemental Plan for the 2017 Fourth of July Celebration based on findings that they are operating consistently with section 4-8 of the Municipal Code.

- A summary of the changes for the 2017 supplemental plan are summarized as follows:
 - The Fourth of July Celebration will be held on Tuesday, July 4, 2017 with activities and events from 8 a.m. to 10:00 p.m. Set up and breakdown will happen between Friday, June 30 and Wednesday, July 5.
 - Traffic, Parking & Residential Mitigations including
 - Paid Parking at China Bridge for \$20.00
 - Transit Lane on Deer Valley Drive
 - Two Bike Valets
 - Offsite Parking at Park City High School, Park City Mountain Base, Canyons, and Deer Valley Lots 5 & 6.

- Parking restrictions in City Park, Library and Mawhinney Parking Lot July 3rd through July 4th in order to ensure safety, security and crowd control in the City Park area.
- Parking Removal from 6:00 a.m. to 1:00 p.m. for the following locations:
 - Flagpole Parking Lot
 - Galleria Parking Lot
 - Bob Wells Parking Lot
 - Swede Alley Parking Spaces
 - Heber Avenue
 - Brew Pub Parking Lot
 - All of Main Street
 - All of Park Avenue from Heber Avenue to 14th Street.
- Hired security to assist Park City Police for increased residential mitigations and access control for City Park and Old Town Residential areas.
- Communications & Notification plans including
 - Preseason Event Notification to Old Town Residents
 - Week prior event notification to Old Town Residents
 - HPCA and SEAC notifications
 - Implementation of the Text Alert System (Text PCEVENTS to 888777) to get important impact and emergency information
 - Development of informative impact materials to be hosted on City's website. Information including transportation impacts and event schedule to be included.
 - Social Media, Radio and Newspaper information.
- Sustainable Efforts
 - Recycling available throughout the event. Staff will report recycling statistics in event debrief.
 - Serving materials shall be recyclable for BBQ and Beer Garden. Compostable serving materials are encouraged.
 - Promotion of alternative transportation methods for the event including Walk, Bike, Bus and Carpool.

Pros:

- a. Staff believes the Fourth of July Celebration aligns with [City Council's goals](#) of providing a complete community that values economic diversity and arts and culture, and a thriving mountain community in the following ways:
 - Vibrant arts and culture offering;
 - Protected and celebrated history, as well creating a community gathering place;
 - Safe Community;
 - Balance between tourism and local quality of life;
 - Varied and extensive event offerings;
 - Accessibility during peak times
 - Well utilized, fare-free, regional public transit, walk-able and bike-able community;

- World-class, multi-seasonal resort destination

2. Deny Alternative: Deny that Fourth of July Celebration event meets the requirements of a Level Three Special Event Permit according to section [4-8 of the Park City Municipal Code](#).

Cons

- a. Compliance with the Measures of Success and City Services Agreement for the 2017 season would not be approved.

3. Continue the Item Alternative: The City Council may continue the item for more information or discussion.

Cons:

- a. This will further postpone the approval of Supplemental Plan for the 2017 Fourth of July Celebration.

4. Do Nothing Alternative: The Council may do nothing and take no action. The findings of the 2017 Fourth of July Celebration would not be approved, and the event may not proceed as planned.

Cons

- a. This would provide lack of direction regarding the operation of the 2017 Fourth of July Celebration.

Department Review

Special Events, Sustainability, Economic Development, Parking Services, Emergency Management, Legal, Executive and Budget have reviewed this report. Parks, Building, Police, Public Works, Transit and Transportation Planning Departments have not reviewed this report but are coordinating to ensure that all mitigations and conditions of approval are met.

Funding Source

Funding for the Fourth of July comes from the General Fund and Transportation and Parking Fund, as well as a two year Restaurant Tax Grant Allocation.

Attachments

Exhibit A	2017 Fourth of July Special Event Application
Exhibit B	2017 Fourth of July Celebration Level Three Special Event Permit Findings, Conclusions and Conditions of Approval DRAFT
Exhibit C	2015/16 Fourth of July Summary of Changes
Exhibit D	2017 Fourth of July Celebration Supplemental Plan Summary

[Submit](#)[Print](#)

Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.

PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL IN WRITING AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4-8.

Applications for Special Event Permits are due no later than 90 days (Level 3), 60 days (Level 2), or 30 days (Level 1) prior to an event. Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. More information can be found at www.parkcity.org or by contacting specialevents@parkcity.org.

IF YOU HAVE QUESTIONS, OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:

Tommy Youngblood
tommy.youngblood@parkcity.org

435.615.5187

Jenny Diersen
jenny.diersen@parkcity.org

435.615.5188

APPLICATION FEES & EXPENSES

Level Three Special Event Permit \$160.00
Level Two Special Event Permit \$80.00
Level One Special Event Permit \$40.00

- Application Levels are determined by the Special Events Department after reviewing complete applications.
- Additional fees for other City Services will be estimated and provided to the applicant upon receipt of a complete application.
- Applicants may incur additional expenses from other City, County or State jurisdictions.
- Fee Reductions for some City Services are considered bi-annually. Fee Reduction Applications are due on:
- **April 1**, for events July 1 – December 31; and **October 1**, for events January 1 – June 30.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING: (Check all that you understand and agree to)

- ☒ To insure prompt and accurate processing of your application, ensure that ALL support materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application completed, with traffic and transportation plan, contingency plan – including operations plan, emergency plan, weather conditions and residential and notification outreach plan; site plan and permission of use for properties.
- ☒ Park City Municipal Corporation requires a certificate of insurance in an amount to be determined by the City Attorney's Office. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.
- ☒ After the application is evaluated, the applicant will be responsible for providing proof that I have obtained other permits as necessary from City, County or State agencies, as well as the application fee amount based on the Level of event.
- ☒ I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application, and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal code 4-8-9 through the bi-annual fee reduction application and process.
- ☒ I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under Park City Municipal Code 4-8.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: <u>Park City Fourth of July Celebration</u>			
FIRST TIME EVENT:	Yes	☒ No	ANNUAL EVENT: ☒ Yes ☐ No
ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR:		<u>some changes</u>	☒ Yes ☐ No
ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR:		<u>some changes</u>	☒ Yes ☐ No
NAME OF APPLICANT (FIRST & LAST): <u>Jonathan Weidenhamer</u>			
TITLE / POSITION: <u>Economic Development Manager</u>			
BUSINESS / ORGANIZATION NAME: <u>PCMC</u>			
IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT		☒ Yes, a copy of IRS paperwork is attached	☐ No
MAILING ADDRESS OR BUSINESS / ORGANIZATION: <u>P.O. Box 1480</u>			
CITY, STATE, ZIP: <u>PC, UT 84060</u>			



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PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION: 445 Marsac Ave.										
CITY, STATE, ZIP: PC, UT 84060										
PHONE (PRIMARY): 4. 615. 5069	PHONE (SECONDARY): 4. 640. 3123									
EMAIL: jweidenhamer@parkcity.org										
BUSINESS / ORGANIZATION WEBSITE: parkcity.org										
SOCIAL MEDIA LINKS: _____										
DAY OF EVENT PRIMARY CONTACT										
ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): Jenny Diersen & Junior Richards										
ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: 4. 640. 5063 / 4. 714. 0475										
ON-SITE DAY OF PRIMARY CONTACT EMAIL: dathfaderpc@gmail.com										
PUBLIC EVENT INFORMATION										
WEB SITE FOR PUBLIC EVENT INFORMATION: parkcity.org										
PHONE NUMBER FOR PUBLIC EVENT INFORMATION: 4. 615. 5108										
EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: jenny.diersen@parkcity.org										
Overall event description is attached as a separate document, with the contingency plan and is submitted with the application.										
EVENT LEVEL DETERMINATION										
THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)										
☒ FESTIVAL / FAIR	☒ PARADE	☐ SKI / SNOW BOARD	☒ RUN	☐ BIKE	☐ WALK	☐ TRAIL USE	☒ CONCERT	☐ CULINARY	☐ FILMING	
☒ ARTS & CULTURE EVENT		☒ HOLIDAY CELEBRATION		☐ RECREATION / SPORTING EVENT		OTHER: _____				
THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)										
☒ MAIN STREET	☒ RESORT PROPERTY	☒ SCHOOL DISTRICT PROPERTY	☒ PRIVATE PROPERTY	☒ CITY PARKS	☒ CITY FIELDS	☒ CITY FACILITY RENTAL	☒ RESIDENTIAL AREAS	☒ PARK CITY LIMITS	☐ MULTI-JURISDICTION	☒ AMPLIFIED SOUND
THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)										
☒ YOUTH / FAMILIES	☒ ADULTS	☒ LOCAL	☒ STATE-WIDE	☒ REGIONAL	☐ NATIONAL	☐ INTER NATIONAL	☐ SPECTATORS	☐ PARTICIPANTS	OTHER: _____	
THIS EVENT WILL: (Check all that apply)										
☐ LIMIT # OF PARTICIPANTS	☒ BE FREE FOR SPECTATORS	☐ BE FREE FOR PARTICIPANTS	☒ INCLUDE VENDORS OR SPONSOR	☒ BE FREE AND OPEN TO THE PUBLIC						
☐ LIMIT # OF SPECTATORS	☐ CHARGE ADMISSION FOR SPECTATORS	☐ CHARGE PARTICIPANTS	☐ NOT INCLUDE VENDORS OR SPONSOR	☐ BE A PRIVATE EVENT						
THIS EVENT WILL BE HELD: (Check all that apply)										
EVENT DATE(S): Tuesday, July 4, 2017										
☐ MONDAY	☒ TUESDAY	☐ WEDNESDAY	☐ THURSDAY	☐ FRIDAY	☐ SATURDAY	☐ SUNDAY				
☐ WEEKLY		☐ MONTHLY		☐ SERIES		☐ ONE DAY				
NUMBER OF EVENT(S): one		# OF CONSECUTIVE DAYS: one - will include setup								



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ONE DAY EVENT HOUR(S)			
EVENT HOUR(S): <i>sd fscd 7am to 10pm</i>		OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE: <i>Sunday & Monday, July 2 & 3</i>		BREAK-DOWN DATE: <i>Wed. July 5</i>	
SET-UP TIME(S): <i>All Day</i>		BREAK-DOWN TIME(S): <i>Morning & afternoon</i>	
MULTIPLE DAY EVENT HOUR(S) – If different for each date			
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	OPENING TIME:	EVENT ENDS:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
INCLEMENT WEATHER INFORMATION:			
DAY: <i>N/A</i>	DATE: <i>N/A</i>	OPENING TIME: <i>N/A</i>	EVENT ENDS: <i>N/A</i>
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
☐ No inclement weather date is required, and the event will be held rain or shine. I understand the event may be cancelled or postponed by the city due to hazardous or damaging conditions			
EVENT ATTENDANCE (Complete all that apply)			
IF ANNUAL EVENT:			
TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR: <i>36,000</i>		TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR: <i>36,000</i>	
ALL APPLICANTS MUST COMPLETE THE FOLLOWING SECTION (NEW OR ANNUAL EVENTS)			
ESTIMATED # OF PARTICIPANTS: <i>110</i>		ESTIMATED # OF VENDORS: <i>10</i>	
ESTIMATED # OF SPECTATORS:		ESTIMATED # OF VOLUNTEERS: <i>100</i>	
ESTIMATED # OF STAFF:		ESTIMATED DAILY ATTENDANCE: <i>36,000</i>	
ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME: <i>25,000</i>		ESTIMATED TOTAL ATTENDANCE OF ENTIRE EVENT: <i>~36,000</i>	
☒ I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: http://www.summitcountyhealth.org/			



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SIDEWALK & STREET USE (circle and complete all that apply)

THE EVENT WILL HAVE:

STREETS

☒ STREET CLOSURE MAP IS ATTACHED		CLOSURE SIGN / MARKING	
☐ ROLLING CLOSURE	☐ PARTIAL CLOSURE	☒ FULL CLOSURE	☐ NO CLOSURE
NAMES OF STREETS TO BE CLOSED:		TIMES: (START / END OF CLOSURE)	
Swede Alley 4th		START:	END:
Main St. 5th		START:	END:
Park Ave. 9th		START:	END:
Heber Ave 7th		START:	END:
REASON FOR CLOSURE:			

SIDEWALKS

SIDEWALK CLOSURE MAP IS ATTACHED		CLOSURE SIGN / MARKING	
☐ PARTIAL CLOSURE	☐ FULL CLOSURE	☐ NO CLOSURE	☐ CROWD CONTROL PLAN
ADDRESS:			
ADDRESS OF CLOSURE: (FROM / TO)		TIMES: (START / END OF CLOSURE)	
FROM:	TO: N/A	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
FROM:	TO:	START:	END:
REASON FOR CLOSURE:			

TRAILS

☒ TRAIL COURSE MAP IS ATTACHED	☒ COURSE / SIGN MARKING INFORMATION IS ATTACHED
NAMES OF TRAILS TO BE USED: Three Kings Rd - 5K Fun Run	
Assembly Area - PC Base	

PARADE

ASSEMBLY AREA: Park Ave	DISBANDING AREA: 7th	# OF PARADE ATTENDEES: 60
PARADE IS: Swede Alley & Surface Lots		
☐ WALKING ONLY	☒ VEHICLES & WALKING	☐ VEHICLES ONLY
☒ WILL HAVE ANIMALS		
OTHER PARADE INFO:		



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CITY PARKING FACILITIES REQUEST

GENERAL PARKING (Where will you be directing event attendees to park cars?)

HOW MANY PARKING SPACES DOES THE EVENT NEED? <u>1020000</u>		AT HIGHEST POINT? <u>1020000</u>	
☒ MAIN STREET	☒ CHINA BRIDGE <u>paid</u>	☒ FLAGPOLE LOT	☒ BREW PUB LOT
☒ SANDRIDGE PARKING LOTS	☒ PARK AVENUE <u>remove</u>	☒ CITY PARK <u>restrict</u>	☒ MAWHINNEY LOT <u>restrict</u>
☐ QUINNS LOT	☒ RICHARDSON FLATS	OTHER: <u>securing parking @ resort & school district</u>	
WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:		☒ YES	☐ NO
ADA PARKING AVAILABLE?:		☒ YES	☐ NO
THE EVENT WILL REQUIRE PARKING REMOVAL?:		☒ YES	☐ NO

☒ The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS: <u>Main St.</u>	BETWEEN: <u>Top of Main to 9th</u>
TIME - START / END: <u>7am to 1pm</u>	REASON (what/who): <u>Parade Rt.</u>
NAME OF AREA OR STREETS: <u>Park Ave.</u>	BETWEEN: <u>Heber to 7th</u>
TIME - START / END: <u>7am to 2pm</u>	REASON (what/who): <u>Parade Rt.</u>
NAME OF AREA OR STREETS: <u>Heber Ave</u>	BETWEEN: <u>All</u>
TIME - START / END: <u>7am to noon</u>	REASON (what/who): <u>Parade Rt.</u>
NAME OF AREA OR STREETS: <u>Svede</u>	BETWEEN: <u>All</u>
TIME - START / END: <u>7am to 1pm.</u>	REASON (what/who): <u>Parade Rt.</u>

TRANSPORTATION

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?

☒ BUS	☒ BIKE <u>Bike Valet?</u>	☒ WALK
---	---	--

☐ THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE. THE APPLICANT HAS PROVIDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

NAME OF TRANSPORTATION PROVIDER / COMPANY: PC Muni

PHONE: _____ EMAIL: _____

☒ THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT. WE HAVE PROVIDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

☒ WE ARE PROVIDING WALKING AS AN OPTION TO ATTEND THE EVENT. WE HAVE PROVIDED WALKING PATH IDEAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

PUBLIC FACILITY USE

CHECK ALL THAT APPLY:	☒ MINERS HOSPITAL AT CITY PARK	☒ PARK CITY LIBRARY MEETING ROOMS	☐ JIM SANTY AUDITORIUM
	☒ SOUTH CITY PARK	☒ CITY PARK COVERED BBQ AREA	☒ CITY PARK GAZEBO / STAND
	☒ CITY PARK SOFTBALLFIELD	☒ CITY PARK RUGBY FIELD	☒ SKATE PARK AT CITY PARK
	☐ QUINN'S SPORTEX FIELDS	☐ ROTARY PARK	☐ SCHOOL DISTRICT FIELDS
	☐ DIRT JUMP PARK	☐ PARK CITY ICE ARENA	OTHER: <u>All City Park</u>



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TEMPORARY STRUCTURES & FLAMMABLE MATERIALS

☒ I UNDERSTAND ALL TEMPORARY STRUCTURES AND FLAMMABLE MATERIALS MUST BE APPROVED BY THE PARK CITY BUILDING DEPARTMENT. SUCH INSPECTIONS WILL REQUIRE A FIRE/BUILDING PERMIT TO BE SUBMITTED 10 DAYS BEFORE THE EVENT, AS WELL AS AN INSPECTION THE DAY OF THE EVENT.

☐ TEMPORARY BLEACHERS	☒ INFLATABLES	☐ CANOPIES	☐ TEMPORARY BADGES	☐ TEMPORARY LIGHTING
☒ TENTS 10X10 OR UNDER	HOW MANY:			
☒ TRAILER	HOW MANY: <u>TBD</u>			
☒ STRUCTURES OVER 6 FEET TALL	PURPOSE:			HOW MANY:
DOES EVENT HAVE ELECTRICAL NEEDS?:		☒ YES	☐ NO	DOES EVENT REQUIRE USE OF GENERATORS
				☒ YES <u>maybe</u> ☐ NO
WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?:				
☒ YES ☐ NO				
WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS OR GASSES?:				
☒ YES ☐ NO				
NAME SUCH MATERIALS:				

WASTE MANAGEMENT AND RECYCLING

☒ THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.

☒ THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.

☒ THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.

☒ THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.

☒ THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:

☒ PLASTIC	☒ PAPER	☒ ALUMINUM	☒ GLASS	☒ CARDBOARD	☐ COMPOST	☐ OTHER
---	---	--	---	---	----------------------------------	--------------------------------

☒ THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES (List areas of city restroom facilities below:

☒ THE EVENT WILL BRING ITS OWN RESTROOMS AND SANATARY STATIONS.
(May be required by Summit County Health Department or Park City Building Department)

WILL ANIMALS BE AT THE EVENT?: ☒ YES ☐ NO IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS

TYPES OF ANIMALS:
Dogs & Horses on Parade & maybe @ park.

☐ I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN

WILL DOGS BE ALLOWED AT THE EVENT?: ☒ YES ☐ NO LEASHED ☐ UNLEASHED

☒ WASTE MANAGEMENT PLAN HAS BEEN DESCRIBED IN THE CONTINGENCY PLAN ATTACHED TO THIS APPLICATION.

FOOD & MERCHANDISE SALES

☒ I UNDERSTAND THAT ALL VENDORS MUST OBTAIN A PARK CITY BUSINESS LICENSE. ALL VENDORS SERVING FOOD OR DRINKS MAY BE REQUIRED TO OBTAIN A FOOD SERVICE OR FOOD HANDLERS PERMIT FROM SUMMIT COUNTY.

WILL THERE BE SALE OF MERCHANDISE?: YES ☐ NO ☒

WILL THERE BE COMPLIMENTARY FOOD?: YES ☐ NO ☒

WILL THERE BE SALE OF FOOD?: YES ☒ NO ☐

WILL THERE BE ALCOHOL FOR SALE?: PC Rugby ☒ YES ☐ NO

☒ BEER	☐ WINE	☐ LIQUOR
--	-------------------------------	---------------------------------

☒ I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR LICENSES.



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☒	I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (UDABC) MAY REQUIRE OTHER PERMITS.		
WILL FOOD ITEMS BE PRE-PACKAGED?:		☒ YES	☐ NO
WILL FOOD ITEMS BE COOKED ON SITE?:		☒ YES	☐ NO
☒	I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.		
WILL FOOD ITEMS BE PREPARED OFFSITE?:		☐ YES	☒ NO
DESCRIBE ITEMS:			
TEMPORARY SIGNS			
WILL THERE BE TEMPORARY SIGNS AT THE EVENT?:		☒ YES	☐ NO
☒	I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.		
SAFETY - SECURITY			
☒	THE EMERGENCY AND SECURITY PLAN HAS BEEN ATTACHED IN THE OPERATIONS PLAN, INCLUDING CROWD CONTROL, ACCESS, FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS.		
☒	THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL.		
☐	THE EVENT WILL NOT REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL.		
COMMUNICATION NEEDS			
WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?:		☐ YES	☒ NO
☐	INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.		
MARKETING OF EVENT			
PROPER MARKING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com			
☒	I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.		
☐	I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.		
WHO IS THE TARGET MARKET FOR THIS EVENT?:		Local & Visitors	
WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)			
☒ LOCAL	☒ REGIONAL	☐ NATIONAL	☐ INTERNATIONAL
WILL THIS EVENT BE FILMED AND TELEVISED?: (choose all that apply)		☐ YES	☐ NO
☐ LOCAL	☐ REGIONAL	☐ NATIONAL	☐ INTERNATIONAL
PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER AND MAGAZINES:			
MEDIA (RADIO/TV): KPCW, PCTV			
NEWSPAPER: Park Record			
MAGAZINES:			
OTHER:			
PLEASE SELECT RANGE OF MARKETING BUDGET:			
☐ \$100 OR UNDER	☐ \$100 - \$500	☐ \$500 - \$1,000	☒ \$1,000 - \$2,500
		☐ \$1,000 - \$2,500	☒ ABOVE \$2,500



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Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

APPLICANT AGREEMENT & SIGNATURE

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.

Name (Printed):

Jonathan Weidenhamer

Signature:

Date: 4.1.17



Exhibit B –Fourth of July Celebration Level Three Special Event Permit DRAFT

SPECIAL EVENT PERMIT

Type of License: Level One Level Two X Level Three
Event Name: 2017 Fourth of July Celebration
Event Date(s): Tuesday, July 4, 2017
Event Location: Various locations throughout Park City
Permittee: Jonathan Weidenhamer, Economic Development Manager
Approved By: Special Events Coordinator X City Council of Park City
Approval Date: June 8, 2017

The Park City Council has approved the Level Three Special Event Permit for the 2017 Fourth of July Celebration. The 2017 Fourth of July Celebration is to be held at various locations throughout Park City including Main Street, Park Avenue, City Park and Park City Mountain Resort and will be held July 4, 2017, with set up and break down of the event will occur between June 30 and July 5, 2017. This Level Three Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4-8-4(C) based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The 2017 Fourth of July Celebration will be held on Tuesday, July 4, 2017. With set up and break down of the event will occur between June 30 and July 5, 2017.
2. The permittee will organize venue load-in and load-out plans, as well as, work with staff to create transportation and parking plans. The permittee is responsible for working to establish and help promote transportation and parking plans. The Permittee will have volunteers as well as the help of Park City Police Department to ensure that efficiency of traffic, transportation and public safety.
3. The permittee has secured permission from the school district, Vail Resorts and Deer Valley Resort to allow the use their parking areas. The permittee will enhance the City's current transit schedule for event attendees.
4. The Permittee has established weather and emergency plans. The Permittee has established these plans to maximize the safety event attendees, volunteers, staff, the general public. There are no weather dates for the event, but the Permittee is aware that weather could interfere with the possibility of the event's proposed activities. In the case that the event were to be cancelled due to dangerous weather conditions, they would notify the general public as well as participants in the event. The Permittee understands that Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel or postpone the event or portions of the event at any time due weather or emergency conditions.
5. The events associated with the 2017 Fourth of July Celebration will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
6. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
7. There are other no other Special Event Permits that are currently proposed or that have been



granted for July 4, 2017.

8. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
9. The Permittee has been working with City Staff and applicable departments to address all event concerns. The Permittee demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
10. Staff finds the 2017 Fourth of July Celebration promotes the City Council's Goals of creating a sense of place. The event furthers Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community. Fourth of July Celebration helps to support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience and allows Park City to grow as an arts and culture hub encouraging creative expression.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The permittee, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the Permittee.
2. The permittee shall keep all noise to the event hours, which are between 10:00 a.m. and 10:00 p.m. on Tuesday, July 4, 2017. The applicant must apply and receive permission pursuant to the [Park City Municipal Code 6-3](#) prior to conducting any activity in excess of the noise ordinance. The permittee will orient any activities so as to minimize sound impacts to the neighborhood and shall monitor the following:
(A) The permittee, or his/her designee, shall provide on-site management for each aspect of the event.
3. The permittee has agreed to return to and give City Council and City staff a review for the 2017 Fourth of July Celebration.
4. In addition to minimum insurance as required by state law or applicable regulation (for example worker's compensation, auto, and liquor liability as applicable. Permittees shall provide proof of public liability insurance in an amount as determined by the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured.
5. All plans for tents, stages and other temporary structures as well as flammable materials shall be submitted to the Building Department for review and permitting no later than Wednesday, June 28th.
6. The permittee is responsible for working with City Staff to create an Operational, Parking and Pedestrian Management Plan in a form approved by the Park City Municipal's Economic Development Program Manager and by the Chief of Police.
7. The permittee is responsible for maintaining a staff and volunteers plan.
8. The Permittee use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
9. All third party approvals including the Park City School District, Summit County and State of



Utah, permit approvals required for this event shall be secured by Wednesday, June 28, 2017 and submitted to Park City Municipal Corporation.

10. The Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel event upon or part there of any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
11. The Permittee will provide an official vendor and sponsor list and sign plan for the event. All handouts, flyers, banners and other signage, shall comply with the Park City Municipal sign code and be approved by the Planning Department.
12. The permittee shall report sustainability statistics in the debrief of the event.
13. The permittee shall have exclusive use of the areas as outlined in Exhibit C.
14. The permittee estimates overall attendance in 2017 will be 35,000. The permittee shall work with Staff to address the challenges and opportunities created by the growth in attendance to the event with regards to maintaining public safety, traffic and transportation impacts to the City.
15. The permittee will work with the Fire Marshall, and Public Safety Personnel regarding placement of emergency staff and equipment. Sundance will submit an Emergency Operations Plan to be coordinated with Park City Police, Emergency Management and Park City Fire District.

PASSED AND APPROVED this Thursday, the 8th of June, 2017.

PARK CITY MUNICIPAL CORPORATION

City Manager, Diane Foster

Attest:

, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Exhibit C – 2016 Fourth of July Summary of Changes

Event changes in 2015 were implemented to better mitigate impacts with regards to traffic management and crowd control, and increase the community feel. In 2015, areas of focus included:

- Parade:
 - Decrease the number of floats – In 2014, the parade had 74 entries, and in 2015 the parade had 56 entries. It was encouraged that parade entries were kept to local, Summit County residents, businesses and employees, though this was not required.
 - Increase security measures along parade route including contracting with private security personnel for crowd control along the parade route. Additionally, the ambassadors required the each float to identify two volunteers to help with crowd management and maintain the gaps between their float in the parade route.
 - The Ambassadors were given the role of enforcing the parameters and regulations for floats found it difficult to do so as float volunteers did not necessarily understand their role throughout the parade route.
 - Though a parade meeting not all parade entrants sent a representative, representatives that did attend did not accurately pass on information, and the parade volunteers for each float blended in with the crowd and other floats. Often these volunteers did not understand their duties to maintain safety on the parade route and around their float.
- City Park:
 - In 2015, police presence and private security was increased in City Park to deter and better control congestion and overcrowding concerns activities. Increased security included adding more private security at South City Park to help with crowd control and, brought in Police Mobile Command Center at North City Park.
 - Additional family activities were added to by the Youth Sports Alliance to supplement other family activities organized by the Boy Scout Troup including sack and three-legged races.

In April of 2016, staff implemented further changes in 2016 to maintain the uniqueness and community appeal of the Park City Fourth of July, while further mitigating the impacts of this event including:

Crowd Management & Location Changes

Over the past 3 years, staff estimated attendance by working with the transportation planning team and Blyncsy to collect transportation data. Staff believes attendance to the Fourth of July Celebration over the past 3 years was as follows:

- Friday, July 4, 2014 – about 37,000
- Saturday, July 4, 2015 –about 35,000
- Monday, July 4, 2016 – about 32,000
 - Through Blyncsy data, we believe that 15,000 people visited Main Street on Fourth of July in 2016.
 - Through Blyncsy data, we believe that 53, 000 people were in the Park City area (224 Holiday Ranch Loop to 248 at High School) on the Fourth of July in 2016.

Though staff anticipates a slight decrease in attendance, as the holiday continues to move away from the weekend over the next 3 years, it is anticipated to remain in the top 5 highest attended events in Park City during the year. As the holiday separates from the weekend dates, staff is challenged to ensure that the holiday event remains economically beneficial for our local business community

including lodging, restaurants and retail shops and nonprofit community while also providing social value to the overall community. Dates for the next 3 years of the holiday are as follows:

- Tuesday, July 4, 2017
- Wednesday, July 4, 2018
- Thursday, July 4, 2019

Furthermore, the definition of local may be shifting. Local has changed from meaning Park City residents, to Park City, Summit and Wasatch County residents, employees and business owners. It is important to be clear about this definition of local attendee as we continue to program the event, so that we can ensure the event stays authentic to our sense of community and place.

Due to overcrowding concerns at South City Park, staff explored moving activities to other locations including the Library Field, North City Park. The other idea explored was to decrease the scope of activities during the holiday celebration to further deter crowds.

After discussions with SEAC and other departments, Special Events staff worked with multiple partners to move activities to North End City Park which is four times larger than South End City Park. The changes provided multiple opportunities for positive changes by creating additional space for crowd movement including:

- South City Park remained as unprogrammed, allowing attendees to have a quieter space.
- Library Field was left unprogrammed as open space.
- North City Park allowed partners to:
 - Consolidate all family activities to one area
 - Consolidate rugby tournament near family games, live music, beer garden and food creating a more inclusive area for the community and visitors to gather and participate in all activities.
 - The Rugby club agreed to be the sole provider of beverages, and the Park City Rotary agreed to be the sole provider of food – in previous years, they had both provided beer and food options. Staff believes consolidating the responsibility of beverage and food providers offered a more streamlined process. Additionally, consolidating food and beverage options helped to send business to local area restaurants as a goal of the funds received by Restaurant Tax Grant.
 - Sunrise Rotary reported they made \$7,000 from the event this year, which was about the same as they had made in years past.
 - Rugby reported that they made about \$5,000 from the event, which was up by almost 65% of what they had made in past years with food sales. They also reported that the new set up this year required them to increase labor and security (volunteer) to properly set up the area.

Staff received various comments that the changes were positive ones. Though crowds were still large, the creation of unprogrammed open spaces and moving activities to larger areas were well received from both the public and partner organizations. Comments staff did hear that we may need to consider next year are as follows:

- More shade may be needed at North End City Park during the event with tents or umbrellas;
- More signage needed for way finding;
- More seating areas needed for picnic/food areas
- Security is needed for the park entrances for parking and access control outside of the Park City Police.

Transportation & Parking Mitigations

One of the recommendations from SEAC was to further mitigate transportation impacts. In order to accomplish this, the Special Events Department worked with the transportation team including Transportation Planning, Police, Streets, Parking Services and Transit to implement better transportation during the event in 2016. This included implementation of:

- **Bus Only Lane & Traffic Mitigation**
 - Implementing a bus only lane in the right lane headed into Park City on Deer Valley Drive early in the morning. Implementing the bus lane allowed for those who took the bus to 'fly by' those who had chose to drive into town. Additionally "hands on" traffic control/management and police coordination was required for the egress after fireworks. These changes allowed for better traffic flow and a feeling of decreased traffic congestion from years past. Similar traffic control efforts were implemented during peak ski days last season and proved to be effective.
 - It is important to note the difference in permitted events over Fourth of July weekend in 2016, as a Deer Valley concert was not programmed on July 4th evening as it was in 2015. The change in this scheduling opportunity along with increased traffic mitigation including a dedicated bus lane, traffic direction and officers at Park Avenue and Empire Avenue allowed for better traffic flow after the fireworks display.
- **Satellite Parking Options**
 - In 2016, the Park City High School continued to be the primary satellite parking lot for the Fourth of July Celebration. Various additional satellite parking options were brought on including the Richardson Flats Parking Lot (carpool or bike in only, no transit), Canyons Cabriolet Lot with normal transit service, and Vail agreed to allow parking at Park City Base as they hosted the evening fireworks.
- **Public Notice & Information Map**
 - In coordination with the Community Engagement Department and Transportation Planning Departments, additional marketing materials for the Community Celebration were created and distributed ahead of time. Special Events Department implemented door to door notification reminding Park Avenue residents of parking removal for the holiday celebration. Additionally Transportation Planning helped to implement graphics on the City's website that were pushed out through newsletter and social media notification channels to give further notification of transportation and event details.
 - It should be noted that constant coordination also occurred between Transportation Planning, Special Events, and Streets to provide advanced and real time information on the portable VMS. For 2017 events, permanent VMS will be jointly installed by UDOT and Park City. These VMS will be available to Park City for use during events.
- **Parking Counts**
 - The Parking Services Department worked to implement additional ADA parking spaces and coordinated to give up to date parking availability in the China Bridge parking structure. Additionally parade volunteers helped to direct traffic into the parking garage increasing accessibility in the garage.
- **Increased Transit Operations**
 - Transit worked to implement additional tripper busses on the High School route with expedited travel between the High School and Old Town Transit Center via the transit only lane. Transit further coordinated to ensure that though busses were full, all parade attendees were brought to Old Town Transit Center by 11:15, shortly after the start of the parade. Additionally transit worked quickly to establish routes back on Park Avenue, opening Park Avenue for general public transportation shortly after 2:00 p.m.

County Coordination

Over the Fourth of July Weekend, various events are permitted to encourage multiple offerings through the weekend for locals and visitors alike. The Special Events Department continues to work with the County to further mitigate impacts to the City as well as to our neighboring jurisdictions. By working with the Chamber and Summit County staff several improvements were made including:

- Increased marketing initiatives fulfilled the requirements to market the event outside of the Park City Area from the Restaurant Tax Grant.
- Allowed the City and the County to coordinate on the use of VMS and traffic and transportation plans throughout the weekend. Vail allowed use of the Canyons Cabriolet Lot as a satellite lot, and the County helped to program and provide use of VMS to notify both residents and visitors of new parking and transit options.

Local Incentives & Quality of the Parade

The Fourth of July Celebration has long been a part of Park City's unique community and culture, from the Fourth of July 5K that supports our local and aspiring athletes to the parade, park activities which are organized by our local nonprofits and the fireworks display, the event is a weekend long celebration of our community. It is the uniqueness of the event and our community culture and diverse offerings that attract visitors.

In 2016, staff worked with the Chamber to increase the local feel of the parade by:

- Requiring parade entrants to be local, Summit County residents or organizations. This brought the total number of parade entries to 49 allowing the parade to last one hour. In the past the parade had lasted for close to an hour and a half and included some non-local floats.
- Additionally, staff worked to bring back allowing the use of using water guns and candy. Staff worked to educate parade entrants on how to safely use water guns and candy.
- Changes to the parade application allowed an increase in fees received to incentivize early applications, and penalize for late entries which cause staff to have to work on a quick schedule.

Staff will continue educating parade float participants to help them understand parade safety. The challenge is also getting those who are amongst the crowd to do so as well.

Staff will continue to work to incentivize locals to participate in the parade and has considered releasing the applications earlier during the Spring Locals season to encourage earlier interest in participation. Staff feels that moving this application earlier to locals will allow for more advanced planning & incentive for local participation ahead of time.

Security & Public Safety

Due to the sensitivity of security and public safety plans, staff has only included an update of security and public safety for the event and whether level of services increased, remained the same or decreased. City Council could ask for additional details in a closed session should they so desire. In 2016, security for crowd and traffic control included the following:

- Increased Park City & Area Public Safety Personnel, costs increased
- Maintained requirement for Private Security for Fireworks, costs increased
- Required Parade Float volunteers & attendance at parade meeting and removed private security for parade route.

Exhibit D 2017 Fourth of July Celebration Supplemental Plan Summary

Event Date, Timeline & Site Maps

The Fourth of July Celebration will be held on Tuesday, July 4, 2017 from 7:00 a.m. to 10:00 p.m. Locations include Main Street, Park Avenue, City Park, and Park City Mountain Resort.

Site Maps for the Park are attached at the end of this exhibit.

Fourth of July Celebration Activities Timeline – July 4, 2017

7:00 a.m. – Boy Scout's Pancake Breakfast at South City Park

8:00 a.m. – Cole Sport 5K Fun Run at Park City Resort Base

9:00 a.m. – Rugby Games begin at City Park

10:00 a.m. – Opening Parade Announcements & Music

11:00 a.m. – Fly Over, National Anthem & Parade Begins at the Top of Main Street

11:00 a.m. to 4:00 p.m. – City Park Activities

- Family & Kids Games
- Sunrise Rotary BBQ
- Rugby Games & Beer Garden
- PC Recreation Volleyball Tournament

3:00 p.m. to 10:00 p.m. – Park City Mountain BBQ & Activities

- BBQ
- Music
- On Mountain Activities Open
- Fireworks Show at Dusk

Fun & Funky – Keeping it tied to the Community

Staff will continue requiring that parade entrants are local community businesses and residents to ensure that the parade stays representative of our community.

This year's theme is *Dreams Come True Under Red, White & Blue*.

We will continue to allow the use of squirt guns and will allow parade participants to hand out candy.

- We will strictly prohibit the use of water cannons and water balloons.
- Additionally, parade participants will not be allowed to throw candy from their floats. This is due to safety concerns.

New this year, under the direction of the Fourth of July Event Planner, the Parade Application is now an online process.

Additional changes this year to the parade included giving floats that are Bike, Walk or E vehicle a \$50 discount. Additionally, we have added a Sustainable efforts jury award category.

Exhibit D 2017 Fourth of July Celebration Supplemental Plan Summary

In coordination with the July 3rd Noches De Verano Latino Music Summer Concert Series, the community arts and craft activity will be displayed on Fourth of July at the South City Park Band Stand. It is anticipated that the craft will be cultural/spirit flags.

New this year, the event will also include a live performance of the National Anthem at the start of the parade (likely from Town Lift Bridge on lower Main Street).

Transportation & Parking Mitigations

- Transit Lane on Deer Valley Drive to expedite priority to Park City Transit
 - Staff will monitor ridership numbers for transit to report out in debrief.
- Two Bike Valets located at City Park and 9th Street turn around
- Offsite Parking located at Park City School District, Park City Mountain Resort Base, Canyons Cabriolet Lot and Deer Valley Lots 5&6. Staff is coordinating use of Deer Valley lots to minimize traffic impacts on Deer Valley drive. Staff does not currently anticipate using Richardson Flats as a carpool lot on the Fourth of July.
- Paid parking at China Bridge will be \$20.00 in order to encourage attendees to bus, bike, walk and carpool, as well as park at locations outside of the Old Town core.

Parking will be removed from the following locations on Tuesday, July 4 from 6:00 a.m to 1:00 p.m. for the Parade.

- Flagpole Parking Lot
- Galleria Parking Lot
- Bob Wells Parking Lot
- Swede Alley Parking Spaces
- Heber Avenue Parking Spaces
- Brew Pub Parking Lot
- All of Main Street
- All of Park Avenue from Heber Avenue to 14th Street

Parking will be heavily restricted in City Park and surrounding City Parking Lots (Mawhinney Parking Lot & Library Parking Lot) starting on July 3 through July 4, 2017 in order to ensure safety, security and crowd control in the City Park area.

Residential Mitigations

In coordination with the Police Department, staff is working to contract hired security to help assist the Park City Police and increased residential mitigations. The hired security, combined with increased signage, barricades and notifications, will likely decrease residential congestion. Transportation & Residential Mitigation maps were included in the May 25 Council Packet. Link to the information is provided [here](#).

Community Engagement & Notifications

Residential notification in Old Town took place on Tuesday, May 30 as a coordinated effort between Parking Services, Special Events, Transportation Planning, Park City Police and Community Engagement. Staff will do additional residential notifications the week of June 26 to remind local residents of activities, parking and transportation restrictions over the Fourth of July weekend.

Staff attended the May HPCA meeting to give a high level overview of proposed changes for the 2017 event. Staff will return to the June HPCA meeting to give a more in depth overview of Transportation and Parking changes for the event.

Exhibit D 2017 Fourth of July Celebration Supplemental Plan Summary

SEAC has been made aware of this discussion. While SEAC does not review potential changes to the event, the changes proposed were based off of their debrief of the 2016 event.

Staff has coordinated with Emergency Management and Community Engagement Department to create a Text Alert System for the busy summer event season. Staff will continue to use the key word PCEVENTS to push transportation and other important information during the event. Residents, Businesses and Employees can text PCEVENTS to 888777 to get up to date information regarding Fourth of July as well as other events throughout the summer.

Staff is working with the Community Engagement Team to create informative materials regarding impacts, road closures and parking removals for the event. Additionally, information will be translated to Spanish. Our goal is to release this information no less than one week before the event.

Additional information sharing will be coordinated through social media and local media outlets (KPCW and the Park Record) as well.

Sustainable Efforts

As in years past, we will have recycling available throughout the event. In the debrief staff will report on recycling numbers.

Additionally, in coordination with transportation mitigations, staff is adding two Bike Valets to encourage alternative transportation methods to the event.

Finally, staff is working with the Fourth of July Activity Providers to ensure that the serving utensils are recyclable. Staff has encouraged the Activity Providers to consider using biodegradable serving utensils at the event.

NORTH CITY PARK SITE MAP



KID ZONE



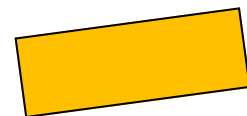
Google earth

 Restroom

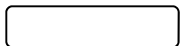
 Bounce House

 Face painting

 Carnival Game

 Rotary Parking

City Park - Parking Plan



Volleyball /Cheer—4



Rotary Parking—10



Music Parking—4



ADA Parking—10



Rugby Parking—10



Boy Scouts Parking—8



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends the City Council review and approve Special Event City Service Fee Reduction recommendations for the Fourth of July Celebration in the amount of Fifty Six Thousand, Fourteen Dollars and five cents (\$56,014.05) and Miners Day Celebration in the amount of Twenty Eight Thousand, Seven Hundred and Ninety Five Dollars (\$28,795.00) as according to section [4-8-9](#) of the Municipal Code.

The City Council's stated goals for the Special Event Fee Reduction process are to:

- Balance positive economic and community outcomes of Special Events;
- Mitigate event impacts to the community - specifically City Councils critical priorities including environmental and transportation impacts, as well as residential impacts;
- Ensure Public Safety & Security; and
- Effectively and efficiently utilize City resources.

Respectfully:

Jennifer Diersen,

City Council Staff Report



Subject: Approval for Special Event City Service Fee Reduction
for Fourth of July Celebration & Miners Day
Author: Jenny Diersen, Special Events Coordinator
Department: Special Events
Date: Thursday, June 8, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends the City Council conduct a public hearing, review and approve Special Event City Service Fee Reduction recommendations for the Fourth of July Celebration in the amount of Fifty Six Thousand, Fourteen Dollars and five cents (\$56,014.05) and Miners Day Celebration in the amount of Twenty Eight Thousand, Seven Hundred and Ninety Five Dollars (\$28,795.00) as according to Section [4-8-9](#) of the Municipal Code.

Disclosure: The City is the applicant for the Fourth of July Celebration.

Executive Summary

Staff recommends the City Council review and approve Special Event City Service Fee Reduction recommendations for the Fourth of July Celebration in the amount of Fifty Six Thousand, Fourteen Dollars and five cents (\$56,014.05) and Miners Day Celebration in the amount of Twenty Eight Thousand, Seven Hundred and Ninety Five Dollars (\$28,795.00) as according to Section [4-8-9](#) of the Municipal Code.

The City Council's stated goals for the Special Event Fee Reduction process are to:

- Balance positive economic and community outcomes of Special Events;
- Mitigate event impacts to the community – specifically City Councils critical priorities including environmental and transportation impacts, as well as residential impacts;
- Ensure Public Safety & Security; and
- Effectively and efficiently utilize City resources.

There are two (2) application periods for events Special Event City Service Fee Reduction.

- For the first application period for FY 18, staff received twenty-two (22) applications for events July 1 through December 31, 2017.
 - Two (2) applications require City Council Approval – Fourth of July Celebration & Miners Day Celebration.
 - The other twenty (20) applications are to be approved under the authority of the City Manager. Staff has included a summary of the recommended approvals of the other twenty (20) applications in Exhibit C.

- Staff anticipates receiving ten (10) applications for the second application period (due October 1) for events January 1 through June 30, 2018.
- Staff has included a Special Event Fee Reduction Comparison FY 17 to FY 18 Exhibit D.

Acronyms

FY	Fiscal Year
PCMC	Park City Municipal Corporation
SEAC	Special Events Advisory Committee

The Problem & the Opportunity

The City has long supported Special Event Fee Reductions to supplement City Service expenses for events in Park City. The Fee Reduction process has:

- Facilitated Special Events that bring economic and community benefit, mitigate impacts, ensure safety and security, and fiscal responsibility; and
- Created an expectation for many event applicants who are now reliant upon fee reductions to help budget for the City Service costs and their events generally.

Fee reductions directly affect the City's budget through department staffing and ability to provide certain levels of services, which directly affect the threshold and balance of the event calendar. When the City increases or decreases services and does not make commensurate budget adjustments for changed levels of service, it puts a strain on department's budget that provide these services.

To ensure events are safe, the general level of public safety required continues to increase. City service fees for special events continue to rise annually due to changes in the fee schedule and increases in required level of service, plus the general inflationary component of providing those services. This increase in required city service fees creates challenges for the event applicant's ability to budget for such increases in fees and increased mitigation efforts.

Levels of fee reduction approvals also directly influence event applicant's ability to host events that bring positive community and cultural experiences, as well as, and economic benefits to the community.

Background

City Council Reports:

January 28, 2016	Special Events Department Code Changes – page 93 through 140 / Minutes – pages 9 through 10
March 24, 2016	Title 4, Chapter 8 Special Event Code Amendment – pages 67 through 101 / Minutes – page 7
May 5, 2016	Special Event Fee Reduction (July 1 through December 31) pages 152 through 170 / Minutes – page 9
September 22, 2016	Special Events Threshold Discussion / Minutes – pages 7-13
November 3, 2016	Special Events Advisory Committee, Event Prioritization & Fee Reduction Update / Minutes – pages 7 through 9

November 17, 2016 [Special Events Advisory Committee Amendment](#) / [Minutes](#) – Pages 7 & 8
March 9, 2017 Special Event Fee Reduction [Update](#) / [Minutes](#) page 4 & 5
March 30, 2017 [Special Event Fee Reduction Amendment Adoption](#) / [Minutes](#) page 8 & 9

On January 28th, and March 24th 2016 City Council approved amendments to [Chapter 4, Section 8 of the Municipal Code](#) with regards to Special Events. These changes included a Special Event Fee Reduction Policy for City Services, which established an annual cumulative threshold for Special Event City Service Fee Reduction of \$200,000.

- City Service Contracts and First Amendment Events are not calculated into this total.
- Event applicants who request fee reductions are graded on criteria, as outlined in the [Fee Reduction Policy](#).

Event applicants may submit Fee Reduction Requests bi-annually:

- April 1st Deadline – Events July 1 – December 31;
- October 1st Deadline – Events January 1 – June 30.

Fees eligible for reduction through this process include the following eight (8) areas:

- Special Events Application Fee;
- Building Permit;
- Facility or Equipment Rental;
- Field and Parks Rental;
- Special Use of Public Parking Permit;
- Bleachers;
- Trail Fees; and
- Public Safety Personnel.

On [September 22](#) and [November 3, 2016](#), City Council gave and confirmed direction to 'take the foot off the gas pedal' and to generally consider new events, only if there are compelling community, cultural or economic benefits and hold events more accountable for costs of City Services.

Based on Council's direction from the March 9th, 2017 meeting, staff returned to the [March 30th, 2017](#) City Council meeting to request approval of changes to Section [4-8-9](#) of the Park City Municipal Code regarding [Fee Reduction Policy](#). The amendments to the code affirmed:

- A. Maintain annual \$200,000 Special Event City Service Fee Reduction threshold amount;
- B. Maintain types of fees that can be reduced.
- C. Changing the Special Event Fee Reduction criteria to better align with City Council's critical priorities and goals.
- D. Create a staff committee to review Special Event Fee Reduction requests. SEAC no longer make recommendations regarding Fee Reduction Amounts, though

SEAC will continue to make recommendations regarding the Fee Reduction Policy. Maintain City Council's authority for review at \$25,000.

- E. Modify deadline for July – December events from April 1 to May 1 for FY 2018 only.

Analysis

Application Summary

The Special Events Department received twenty-two (22) Special Event City Service Fee Reduction Applications for Part One of FY18.

- Two (2) of the applications require City Council Approval – this includes Fourth of July Celebration & Miners Day.
- A Summary of the other twenty (20) requests and recommended Fee Reduction Amounts to be approved under the authority of the City Manager are attached as Exhibit C.

City Service Fee Reduction Committee

A City Service Fee Reduction Committee was formed to make recommendations on Special Event and Building Department City Service requests as according to section 4-8-9 of the Municipal Code and Fee Reduction Policy. This committee is constructed of the following seven (7) City Departments and staff representatives who scored the twenty-two (22) Special Event Fee Reduction Applications.

1. Budget – Kory Kersavage
2. Recreation – Lauren Howerter
3. Sustainability – Celia Peterson
4. Community Development – Louis Rodriguez
5. Public Safety (Police) – Captain Rick Ryan
6. Public Utilities – Brenda Wilde
7. Public Works – A representative was unable to attend or score applications, and we will work to identify a representative before the next committee meeting.

Representatives from Special Events and Building Departments (Jenny Diersen and Michelle Downard) help guide and oversee the process but do not score the applications, and are appreciative of the time and feedback from the members of the committee.

The Staff Committee makes the following recommendations based on:

- Information provided in the Special Event Fee Reduction Applications
- Special Event Fee Reduction Policy & Municipal Code
- Direction from City Council to take the foot off the gas pedal for Special Events
- Direction from City Council to hold events accountable for the cost.

The Staff Committee had the following feedback regarding the Special Event Application Process. Staff will return at a future meeting to request any additional changes needed to the Special Event Fee Reduction Policy, but wanted to share the feedback with Council this evening:

- All City Special Events should be tracked and recorded, but should be able to qualify for a full waiver, based on the City Manager and City Council's review thresholds.
- Special Event Department should be able to review and make a recommendation for City Manager approval for any event requesting under \$1,000.00. These smaller events do not need to be reviewed by the committee.
- The committee had several recommendations regarding combining criteria to help streamline the scoring and application process. Staff is reviewing these recommendations and will follow up on the request prior to the next application period.
- During the next process allow two weeks for review of applications and scoring.
 - Staff members were given one week to score the Special Event Fee Reduction requests. Committee members spent anywhere from 4 to 8 hours each scoring both Special Event and Building Permit applications. This totaled about 32 total hours of time to review, score and discuss the applications.

Fee Reduction Committee Recommendations

Fourth of July Celebration Recommendation

A Summary of the City Service Fees being requested for reduction for Fourth of July are below. The Fee Reduction Application for Fourth of July Celebration is also attached as Exhibit A.

Fourth of July Celebration	Requested Amount
Special Event Application Fee	\$160.00
Building Permit	\$1,942.05
Facility or Equipment Rental	\$3,037.00
Field and Parks Rental	\$1,000.00
Special Use of Public Parking Permit	\$3,000.00
Bleachers	\$0.00
Trail Fees	\$0.00
Public Safety Personnel	\$46,875.00
Total Estimated City Service Fees	\$56,014.05

Based on the seven (7) criteria, the City Service Fee Reduction Committee recommends a full 100% reduction for the Fourth of July Celebration in the amount of Fifty Six Thousand, Fourteen Dollars and five cents (\$56,014.05) as according to Section 4-8-9 of the Municipal Code. This recommendation was made based on the seven criteria including that the event:

- Is important to Park City's community and culture, creates a sense of place and community gathering place.
- Provides free access to the event, affordable amenities at the event, and funds raised from the event help provide additional community programs.
- Provides opportunities for economic benefits, even though the event is not held in the off season.

- Has provided multiple ways that they are working to increase mitigations and decrease impacts with regard to transportation, residential impacts and environmental sustainability.
- Lastly, the committee also made this recommendation, as they were unsure of how the event would be paid for if the City does not waive such fees, but felt that it was important to track the cost of the City Services for this event.

Miners Day Celebration Recommendation

A Summary of the City Service Fees being requested for reduction for Miners Day are below. The Fee Reduction Application for Miners Day is also attached as Exhibit B.

Miners Day Celebration	Requested Amount
Special Event Application Fee	\$160.00
Building Permit	\$240.00
Facility or Equipment Rental	\$1,305.00
Field and Parks Rental	\$250.00
Special Use of Public Parking Permit	\$3,000.00
Bleachers	\$200.00
Trail Fees	\$0.00
Public Safety Personnel	\$23,640.00
Total Estimated City Service Fees	\$28,795.00

Based on the seven (7) criteria, the City Service Fee Reduction Committee recommends a full 100% reduction for Miners Day Celebration in the amount of Twenty Eight Thousand, Seven Hundred and Ninety Five Dollars (\$28,795.00) as according to Section 4-8-9 of the Municipal Code. This recommendation was made based on the seven criteria including that the event:

- Is important to Park City's community and culture, creates a sense of place and community gathering place.
- Provides free access to the event, affordable amenities at the event, and funds raised from the event help provide additional community programs.
- Provides opportunities for economic benefits, even though the event is not technically held in the off season.
- Has provided multiple ways that they are working to increase mitigations and decrease impacts with regard to transportation, residential impacts and environmental sustainability.
- Lastly, the committee also made this recommendation, as they felt that the applicant would bear financial hardship if they were asked to pay the estimated City Service Fees.

The Special Event Applicants for Fourth of July Celebration and Miners Day have been made aware of the recommendations for City Council approval this evening.

The other twenty (20) applicants who have requested City Service Fee Reduction that are under the City Council's authority for review have been made aware proposed staff recommendations that have the approval authority of the City Manager as reflected report this evening (Exhibit C). Staff is concerned that some of the twenty (20) event applicants may appeal the City Manager's decision to the City Council. If events choose to, they may appeal the decision as according to the Municipal Code and Fee Reduction Policy through City Council who has final authority on the matter.

Though SEAC no longer makes recommendations regarding Special Event City Service Fee Reduction requests, SEAC has been made aware of the recommendations being made this evening.

Alternatives for City Council to Consider

1. **Recommended Alternative:** City Council review and approve Special Event City Service Fee Reduction recommendations for the Fourth of July Celebration in the amount of Fifty-Six Thousand, Fourteen Dollars and Five Cents (\$56,014.05) and Miners Day Celebration in the amount of Twenty-Eight Thousand, Seven Hundred and Ninety-Five Dollars (\$28,795.00) as according to Section [4-8-9](#) of the Municipal Code.

Pros

- a. Works to meet City Council's goals for Fee Reduction process in reducing negative event impacts, while balancing positive economic, community and cultural benefits, while ensuring public safety, security, and fiscal responsibility.
- b. Events create a sense of community and place in our community, and specifically relates to the City's Goals in the General Plan ([goals 11 & 13](#)).

Cons

- a. Some community members may see these recommendations as not being strong enough to curb some of the negative impacts of events and hold events accountable for City Service Costs.

2. **Modify Alternative:** City Council could modify the recommended Special Event City Service Fee Reduction for either the Fourth of July Celebration or Miners Day Celebration.

Pros

- a. Staff would receive clear direction from Council before returning to the next meeting.

Cons

- a. Any additional modifications may require additional coordination with staff and event applications.

3. **Do Nothing Alternative:** City Council could provide no direction regarding the recommended Special Event City Service Fee Reduction amounts for the Fourth of July Celebration or Miners Day Celebration.

Cons

- a. Staff, nor the event applicants would not have direction regarding requested recommendation for Special Event City Service Fee Reduction requests.

Department Review

Special Event City Service Fee Reduction Request are reviewed and recommended by a Staff Committee made up of the following departments:

- Budget
- Recreation
- Sustainability
- Community Development
- Public Safety (Police)
- Public Works
- Public Utilities

**Special Events & Building Department Staff help guide and oversee the process, but do not score the applications.*

Special Events, Economic Development, Building, Budget, Legal and Executive Departments have reviewed this report.

Funding Source

Special Event Fee Reductions are covered through existing department budgets as part of the City's General Fund.

Attachments

- A Fourth of July Celebration Fee Reduction Application
- B Miners Day Fee Reduction Application
- C Special Event Fee Reduction Summary Recommendation Part 1 FY 18
- D Special Event Fee Reduction Comparison FY 17 to FY 18

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT FEE REDUCTION APPLICATION

PARK CITY

1884

Special Events
435.615.5150
specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration; **October 1st** for events occurring January 1st through June 30th, and **April 1st** for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL SIGNED AND APPROVED BY
THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: The City annually allocates up to two hundred thousand dollars (\$200,000) to be used to reduce City Service fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code and Fee Reduction Policy for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Date of Fee Reduction Application	April 15, 2017	
Event Applicant Organization Name	Park City Municipal	
Event Name	4th of July Celebration	
Organization Contact (First, Last)	Jenny Diersen	
Title/Position	Special Events	
Phone	4.640.5063	Email jenny.diersen@parkcity.org
Organization Street Address	445 Marsac Ave	
Organization Mailing Address	PO Box 1420 PC, UT 84060	
Is organization a registered non-profit?	Yes ☒ No ☐	

SPECIAL EVENT FEE INFORMATION TO BE COMPLETED BY APPLICANT

EVENT TITLE:	Fourth of July Celebration	
EVENT DATE (S)	Tuesday, July 4, 2017	
Estimate of total fees requested to be waived, MUST BE COMPLETED BY THE APPLICANT:	1. \$ 160.00 2. \$ 1,947.05 3. \$ 3,045.15 4. \$ 1,000 5. \$ 3,000 6. \$ 0 7. \$ 0 8. \$ 46,865.00 TOTAL: \$ 56,012.00	Total fees which could be Reduced: 56,012.80 Total Fees Requesting to be Reduced: % or \$ amount 100% Total Fees reduced in previous year if annual event: \$ 44,933.00 Total City Service Fees paid to the City in previous year if annual event: 60 City Service Fees were paid in past years.

EVENT LEVEL Circle One		Refer to the Special Event Fee Reduction Policy for more information
1	2	<u>3</u>
☒ Local/Community Cultural	☐ Local/Community Recreational	
☐ Regional Recreational	☐ National/International	☒ Regional Cultural

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA	
All questions must be answered in order to be considered. If questions are not applicable, please indicate as so. Please limit responses to each of the following criteria to no more than 500 words.	
1. On a separate page, please indicate your reasons for choosing Park City as the location for your event.	
2. Will a fee be charged for attendance or participation?	Yes ☒ No ☐ <i>parade participants will be charged fees. the event is free.</i>
3. On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' or attendees inability to pay such fees.	
4. Does the event provide free programs to the community, or raise funds for organizations that provide free or low-cost programs local youth,, seniors or other underserved populations?	Yes ☒ No ☐ <i>see explanation attachment.</i>
5. On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programs for local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit, and include projections and/or statistics and data.	
6. On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.	
7. Does the event provide community and/or economic opportunity during the off season? Please explain on a separate page.	
8. Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.	
9. If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on services provided to the public.	

APPLICANT AND SPONSORING BUDGET INFORMATION The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	\$ _____
Administrative	\$ _____
Program Staff	\$ _____
Other (Specify)	\$ _____
Total Salaries/Fees	\$ _____

B. Facility/ Space Rental Fees (non-city)
\$ _____

C. Remaining Costs (itemize)

Equipment Rental (non-city)	\$ _____
Marketing	\$ _____
Travel	\$ _____
Insurance (non-city)	\$ _____
Misc. fees (please specify)	\$ _____
Other (please specify)	\$ _____
Total Event Costs	\$ _____

D. Total Special Events Fees
\$ _____

Attach additional pages as needed to illustrate details of expenses listed above.

TOTAL Program Operating Expenses (A+B+C+D)
\$ _____

Program or Event Income

E. Registration and/or Participation Income
\$ _____

_____ participants x	\$ _____ reg. or part. fees
----------------------	--------------------------------

F. Donations or Sponsorships

Corporate/ Business	\$ _____
Foundations/ Grants	\$ _____
Clubs/Organizations	\$ _____
Memberships	\$ _____
Individual Donors	\$ _____
Other (please specify)	\$ _____
Total Donation/Sponsorship Total	\$ _____

G. Other income (please specify)
\$ _____

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G)
\$ _____

*See Budget
attachment.*

AGREEMENT AND SIGNATURE

I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.

Name (printed) Jonathan Weidenhamer

Signature (if electronic signature is available): _____ Date: 4.15.17

TO BE COMPLETED BY APPLICANT

City Service Fees

- Application Fee 1120.00
- Building Permit 1942.05
- Facility/Equipment Rental 3045.75
- Field/ Park Rental 1,000.00
- Special Use of Parking Permit 3,000.00
- Bleacher Rental 0
- Trail Fees 0
- Public Safety Personnel \$416,865.00

Total of fees that can be waived 56,012.90

Amount requesting to be waived 100%

TO BE COMPLETED BY THE CITY

Total Amount or % of Fees Waived

\$ or % _____

Approved By: _____

Date _____

Notes or Clarifications _____

FOR MUNICIPAL USE ONLY

Date, Application received _____

Date, Application approved _____

Date, Applicant notified _____

Fourth of July Celebration Fee Reduction Criteria Answers

The Park City Fourth of July Celebration is an important cultural and ancillary economic event among the Park City event calendar. During the past two years, significant changes have been made to the event, and the City is now the event applicant.

1. The Park City area has served as the location for the Fourth of July event for years. It is uniqueness of the activities and daylong event that make this national holiday unique to Park City. From the start of the day with the Cole Sport 5K that raises funds for the Park City Ski team (led by local Olympians), to the Parade that features over 60 floats from local companies and organizations, City Park Activities that serve as a fundraiser for community grants to the Fireworks Celebration on Park City Mountain – the event is filled with activities that celebrate and support our community.

2. A fees is not charged for participation to attend the event. Fees are charged for parade participants. These fees are as follows:

- For Profit Business \$200 / late application \$400
- Non Profit Business \$100 / late application \$200
- Community Member or Neighborhood \$50 / late application \$100

*Community Member or Neighborhood cannot represent a business or nonprofit organization. This is the first year that the City will receive these funds. This is the first year that the City will receive these funds, before this year, the funds have gone to the Chamber. The minimal amount of funds received for parade applications, will help to offset the many costs of this event.

There is an affordable optional breakfast and lunch option for purchase as well. The fees raised from the breakfast or lunch purchases, go to provide funds for community grants and programs.

3. Summary of fees for the event is included above in question number two. These fees are optional, and the event itself is free and open to the public.

4. The Fourth of July Celebration and the many activities provided at the event allow several local organizations to provide free programs to the community, and raise funds for organizations that provide low cost programs to local youth, seniors and other underserved populations.

Pancake Breakfast at City Park Raises funds for local LDS church and Boy scouts.

Kids Games Raises funds for local Boy scout Troop and youth programs.

Park City Rotary BBQ Raises funds for a local community grant that provides funds for local nonprofit organizations.

Cole Sport 5K Raises funds/scholarships for the Park City Ski Team

5. Please refer to question 4 above.

6. While the Fourth of July event is an important cultural event, the size of the event also drives positive tax benefits through Park City Lodging, Park City Restaurants and retail. Over the course of the past two years, the City has worked to streamline the activities to make the Fourth of July Celebration, and the weekend leading up to the event, more appealing to those traveling from outside of the area. As the holiday continues to separate from the weekend, the City is working to promote a week full of events to increase overnight stays and spending in the Park City area. As stated above, the event also raises funds for local organizations.

7. The event is not held during the off season. Though the event is not held during the off season, the event was originally created to help drive economic incentive in July. More than 10 years ago when the event began, the event was organized as a way to attract regional visitors. As the Park City Event calendar has grown, and as the town and surrounding community has grown, so has this event. The

event is now the peak of the busy summer event season, and the Special Event Team and City have tried to work to ensure that this event remains a reflection of our unique and authentic community.

8. The Fourth of July will mitigate environmental, transportation and residential impacts. This includes the following:

- Add two (2) Bike Valets – one on Main Street, One down by City Park.
- Bus lane on 248 to expedite transit.
- Recycling offered at the event.
- Encourage Activity Providers to use biodegradable/recyclable serving materials.
- Extensive program to encourage locals to bus, bike and walk to the event – before they get into their cars.
- We have secured auxiliary parking at Park City Mountain Base, Canyons Cabriolet, Deer Valley and Park City High School to help keep cars and traffic out of the old town core.
- This year we will be charging for Parking in China Bridge (pending Council direction on May 25). This is also to discourage people from driving single occupant cars to the event. When people do drive to China Bridge, we want them to pack their cars and carpool. We believe charging for parking will disincentivize people from driving in single occupant cars – and we believe we have provided multiple free parking and transportation options to the event.
- We are in development of a residential impact mitigation program. We are still working through this program, but will likely hire private security at priority intersections in Old Town to work in coordination with Police Department for access control to Old Town. This specifically is how we are working to test how we can better reduce neighborhood traffic in the Old Town area and on side streets.

9. This is a Park City Municipal Event. If such fees for the event are not waived, they City would likely have to pass fees off to Activity Providers and partners of the event, which would significantly reduce the community fundraising of the event.

Exhibit B - 2017 Fourth of July Budget - Costs & Fee Estimate

2017 Costs - Fourth of July		
Department Item	Cost	Notes
Special Events Application Fee	\$160.00	City Services Fee
Police & Mobile Command Trailer	\$46,865.00	City Service Fee & Transportation fund for increase in PD for traffic mitigations as well as the Mobile Command Trailer
Parking Removal	\$3,000.00	City Services Fee
Streets	\$3,845.75	City Service Fee
Facilities - Parks & Field Rental	\$1,000.00	City Service Fee
Barricade Services	\$3,134.25	City Transportation Fund
Building Permits	\$1,942.05	City Services Fee* Includes Fireworks display
Parks Staffing Barricades, lawn, Parade & Fireworks staffing	\$3,037.00	City Staff Time
Transit	\$12,000.00	City Transportation Fund
Fireworks Display	\$10,000.00	Park City Municipal
Parade & Park Entertainment	\$5,000.00	Park City Municipal
Event Planner	\$20,000.00	Restaurant Tax Grant Funding Requirement
Advertising & Graphic Design	\$5,000.00	Restaurant Tax Grant Requirement
Park City Fire & EMS	\$725.00	Park City Municipal
Private Security	\$3,690.00	Park City Municipal
Questa Contract Work - July 5th Park Clean Up	\$1,050.00	City Parks Department Fund
Vendor Fees – Hired Contract Work	\$7,904.15	Restroom, Trash & Recycling
Total Costs	\$128,353.20	
Revenues		
Parade Application Fees	\$4,000.00	
Sponsorship Opportunities	\$5,000.00	

Service Provider Estimated Cost based on Last Year's Fees (Estimated at \$8,000):

Park City Municipal (Including PCRec) – (35 %) \$2,800.00

Rotary (20%) - \$1,600

Rugby (20%) - \$1,600

LDS Pancake Breakfast (15 %) - \$1,200

Kids Games (5%) - \$400

5K (5%) – 400

PCMR – Allow Use & Promotion of Parking Lot for Supplemental Parking for the event??

PARK CITY MUNICIPAL CORPORATION SPECIAL EVENT FEE REDUCTION APPLICATION



Special Events
435.615.5150
specialevents@parkcity.org

Complete applications for Special Events Fee Reductions must be received by following dates each year to be eligible for bi-annual consideration: October 1st for events occurring January 1st through June 30th, and April 1st for events occurring July 1st through December 31st. Applications received outside the scheduled application process may be denied for approval. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Please refer to the Special Events Fee Reduction Policy for more information.

FEE REDUCTIONS ARE NOT VALID UNTIL SIGNED AND APPROVED BY
THE CITY MANAGER OR CITY COUNCIL

Per Park City Municipal Code Section 4.8.9: The City annually allocates up to two hundred thousand dollars (\$200,000) to be used to reduce City Service fees required for special events. If the total fee reduction request exceeds twenty five thousand dollars (\$25,000), then the request must be approved by City Council Meeting in a Public Meeting or through an approved City Services Contract. Please refer to the Park City Municipal Code and Fee Reduction Policy for complete information.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Date of Fee Reduction Application	APRIL 5, 2017 (originally 2/7/17)	
Event Applicant Organization Name	Park City Rotary Club	
Event Name	Miners' Day Festival	
Organization Contact (First, Last)	Nancy Dalaska	
Title/Position	Chairperson	Phone 435-744-7786 Email ndalaska@me.com
Organization Street Address	2100 Sidewinder Dr (meetings at Grubsteak)	
Organization Mailing Address	P O Box 1115, Park City, UT 84060	
Is organization a registered non-profit?	Yes ☒ No ☐	

SPECIAL EVENT FEE INFORMATION TO BE COMPLETED BY APPLICANT

EVENT TITLE:	Miners' Day Festival	
EVENT DATE (S)	September 4, 2017	
Estimate of total fees requested to be waived, MUST BE COMPLETED BY THE APPLICANT:		Total fees which could be Reduced:
1. Event Application Fee	1. \$ 160	Total Fees Requesting to be Reduced: % or \$ amount
2. Building Permit	2. \$	
3. Facility/Equipment Rental	3. \$	Total Fees reduced in previous year if annual event:
4. Field/Park Rentals	4. \$	
5. Special Use of Parking	5. \$	Total City Service Fees paid to the City in previous year if annual event:
6. Bleacher Rental	6. \$ 200	
7. Trail Fees	7. \$	
8. Public Safety Personal	8. \$ 23640*	
	TOTAL: \$ 24000*	

*Do not have access to actual cost of public safety personnel or other City services.

Requesting waiver of City fees as has been done in prior years.

EVENT LEVEL Circle One		Refer to the <i>Special Event Fee Reduction Policy</i> for more information
1	2	
☒ Local/Community Cultural		☐ Local/Community Recreational
☐ Regional Recreational	☐ National/International	☐ Regional Cultural

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA

All questions must be answered in order to be considered. If questions are not applicable, please indicate as so. Please limit responses to each of the following criteria to no more than 500 words.

1. On a separate page, please indicate your reasons for choosing Park City as the location for your event.

2. Will a fee be charged for attendance or participation? Yes ☒ No ☐
 No charge except for participation in 5K, Mucking Drilling, parade events)

3. On a separate page, please include a summary of all registration and/or participation fees, and policy regarding participants' or attendees inability to pay such fees.

4. Does the event provide free programs to the community, or raise funds for organizations that provide free or low-cost programs local youth,, seniors or other underserved populations? Yes ☒ No ☐

5. On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programsfor local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit, and include projections and/or statistics and data.

6. On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.

7. Does the event provide community and/or economic opportunity during the off season? Please explain on a separate page.

8. Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.

9. If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on services provided to the public.

APPLICANT AND SPONSORING BUDGET INFORMATION The following information is required in order for the City to consider waiving Special Event fees. Only direct program or event fees may be listed.

Program or Event Expenses

A. Salaries/ Fees

Artists/Performance/Speakers Contracted Staff	\$ _____
Administrative	\$ _____
Program Staff	\$ _____
Other (Specify)	\$ _____
<u>Total Salaries/Fees</u>	\$ _____

B. Facility/ Space Rental Fees (non-city)
\$ _____

C. Remaining Costs (itemize)

Equipment Rental (non-city)	\$ _____
Marketing	\$ _____
Travel	\$ _____
Insurance (non-city)	\$ _____
Misc. fees (please specify)	\$ _____
Other (please specify)	\$ _____
<u>Total Event Costs</u>	\$ _____

D. Total Special Events Fees
\$ _____

Attach additional pages as needed to illustrate details of expenses listed above.

TOTAL Program Operating Expenses (A+B+C+D)
\$ _____

Program or Event Income

E. Registration and/or Participation Income
\$ _____

_____ participants x	\$ _____ reg. or part. fees
----------------------	--------------------------------

F. Donations or Sponsorships

Corporate/ Business	\$ _____
Foundations/ Grants	\$ _____
Clubs/Organizations	\$ _____
Memberships	\$ _____
Individual Donors	\$ _____
Other (please specify)	\$ _____
<u>Total Donation/Sponsorship Total</u>	\$ _____

G. Other income (please specify)
\$ _____

Attach additional pages as needed to explain other income sources

TOTAL Program Operating Income (E+F+G)
\$ _____

[See attached event budget](#)

AGREEMENT AND SIGNATURE

I hereby certify that the information provided is true and correct to the best of my knowledge and that a true financial hardship would be wrought on the organization I represent if the municipal event fees are not waived.

Name (printed) [Nancy Dalaska, Event Chairperson, Park City Rotary Club](#)

Signature (if electronic signature is available): **Date:** [4/5/2017](#)

TO BE COMPLETED BY APPLICANT	TO BE COMPLETED BY THE CITY
<u>City Service Fees</u> • Application Fee _____160_____ • Building Permit _____ • Facility/Equipment Rental _____ • Field/ Park Rental _____ • Special Use of Parking Permit _____ • Bleacher Rental _____200_____ • Trail Fees _____ • Public Safety Personnel _____23460_____ Total of fees that can be waived _____24000\$_____ Amount requesting to be waived _____24000*_____	<u>Total Amount or % of Fees Waived</u> \$ or % _____ Approved By: _____ _____ Date _____ Notes or Clarifications _____

*As previously stated, we do not know the actual cost of services provided by the City. We are requesting their waiver consistent with prior years.

FOR MUNICIPAL USE ONLY
Date, Application received
Date, Application approved
Date, Applicant notified

On a separate page, please indicate your reasons for choosing Park City as the location for your event.

Miners' Day is a community event honoring the community's mining heritage. 2017 will be the 120th Miners' Day Festival. This is not a Rotary event; it is a City event that the Rotary Club volunteers to coordinate.

On a separate page, please include a summary of all registration and/or participation fees and policy regarding participants' or attendees' inability to pay such fees.

Refer to attached event budget. Total budgeted fees for parade, 5K and Mucking & Drilling event are less than \$5,000. Registration fee waivers considered for any individuals wishing to participate who are unable to pay fees.

On a separate page, please include a summary of how the event provides programs to the community, or raises funds for organizations that provide free or low-cost programs for local youth or youth organizations, seniors or other underserved populations. Your description should address how the above mentioned expect to benefit and include projections and/or statistics and data.

ALL of the proceeds from the Miners' Day Festival are donated to non-profit organizations. Some of the Rotary Club 2016 grant recipients were: Alf Engen Ski Museum, Big Brothers/Big Sisters, Girl Scouts of Utah, Park City Interact Club, Habitat for Humanity, Hope Alliance, Kimball Art Center, Mountain Town Music, Park City Library, Park City School District Childcare Center, Peace House, People's Health Clinic, YMCA of Northern Utah and several others.

On a separate page, please include a summary of how the event will generate positive tax benefits, raise funds for an organization or provide revenue and economic opportunities to Park City to offset City Services and costs required by the event. Your description should include projections and/or statistics and data.

As stated above, ALL of the proceeds from the Miners' Day Festival are donated to non-profit organizations. In 2016, this event raised approximately \$44,000 for nonprofit organizations. In addition Miners' Day attendance has been estimated between 15 – 17,000. This event brings people from throughout the area into the Old Town area to support local restaurants and businesses.

Does the event provide community and/or economic opportunity during the off season?

Miners' Day is held on Labor Day. It is believed that attendees are primarily local as visitor volumes for that date are lower than earlier in the summer prior to the start of schools.

Applicant demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event. Please describe mitigation efforts, and statistics to reduce and mitigate environmental, transportation and residential impacts.

Residential impacts are limited to the day of the event. Activities are concentrated in Old Town and City Park. Attendees are encouraged through social media, radio and web messaging to utilize public transportation and park in approved remote sites (e.g., High School). Recycle Utah provides recycling containers. No Styrofoam is used for food service. In 2017, we will explore the addition of a bicycle valet and attempt to find a sponsor or volunteer group to provide that service.

If applicable, please include a Statement of Need on a separate page. Your summary should address how the imposition of fees would create a financial hardship on the Event Applicant or would have a detrimental effect on the services provided to the public.

After 120 years of the Miners' Day Parade and Festival, the Park City public as well as others, have come to anticipate and expect this valuable tradition to continue. Our many Club volunteers work very hard to make sure this expectation is met. Imposing fees for such a well-intentioned community event would have a detrimental impact on not only the delivery of the event, but the mission the Festival strives to meet.

Rotary Club Of Park City

Profit & Loss Budget vs. Actual

June 1 through October 19, 2016

	2017 Miners' Day Budget
Ordinary Income/Expense	
Income	
Fundraising Projects	
Miner's Day Income	
5K Income	3500.00
Contributions & Donations	18000.00
District Grant	0.00
Food & Drink Sales	14000.00
Mucking & Drilling Entry Fees	180.00
Parade Entry Fees	1000.00
Running of the Balls	27000.00
T-Shirts	350.00
Vendors	1200.00
Miner's Day Income - Other	0.00
Total Miner's Day Income	<u>65,230.00</u>
Total Fundraising Projects	<u>65,230.00</u>
Total Income	<u>65,230.00</u>
Gross Profit	65,230.00
Expense	
Fundraising Expenses	
Miner's Day Expense	
5K Expenses (inc Race Awards)	500
Advertising	2500
Credit Card Fees	300
Food & Drink Costs	6000
Licenses & Fees	1125
Mucking & Drilling Costs	200
Mucking & Drilling Prizes	3000
Other	300
Parade Prizes	0
Running of the Balls Donations	0
Running of the Balls Expenses	500
Supplies	1000
Support (Contract Services)	3,833.71
T-Shirt Costs	0
Miner's Day Expense - Other	0.00
Total Miner's Day Expense	<u>19,258.71</u>
Total Fundraising Expenses	<u>19,258.71</u>
Total Expense	<u>19,258.71</u>
Net Ordinary Income	<u>45,971.29</u>
Net Income	<u><u>45,971.29</u></u>

Recommendations for Events July 1 through December 31, 2017 (First Half of FY 18)

Event Name	Applicant	Amount Requested	Recommended Dollar Amount	Recommended Percentage Reduced	Anticipated Fees Paid by Applicant	Approval Authority
Miners Day	Park City Rotary	\$28,795.00	\$28,795.00	100%	\$0.00	City Council
Fourth of July Celebration	PCMC	\$56,014.05	\$56,014.05	100%	\$0.00	City Council
Dirt Jump Jam	PCMC	\$165.00	\$165.00	100%	\$0.00	City Manager
Arts Festival Volleyball Tournament	PCMC	\$360.00	\$360.00	100%	\$0.00	City Manager
Skate Series	PCMC	\$165.00	\$165.00	100%	\$0.00	City Manager
Autumn Aloft	HPCA	\$5,527.50	\$5,527.50	All of the request, which was 50% of total fees	\$5,527.50	City Manager
Electric Light Parade	HPCA	\$957.50	\$957.50	All of the request, which was 50% of total fees	\$957.50	City Manager
Halloween on Main	HPCA	\$11,920.00	\$5,960.00	50%	\$5,960.00	City Manager
Shot Ski	Sunrise Rotary & Wasatch Brew Pub	\$14,152.00	\$7,076.00	50%	\$7,076.00	City Manager
Grand Valley Bank Community Conert Series	Mountain Town Music	\$5,860.00	\$2,930.00	50%	\$2,930.00	City Manager
Latino Music Series	Mountain Town Music	\$1,005.00	\$502.50	50%	\$502.50	City Manager
Sundance Summer Series	Sundance Institute	\$4,870.00	\$2,435.00	50%	\$2,435.00	City Manager
Extreme Soccer Tournament	Park City Soccer Club	\$7,460.00	\$1,865.00	25%	\$5,595.00	City Manager
Pig Roast	Childrens Justice Center	\$665.00	\$166.25	25%	\$498.75	City Manager
Hike for Hunger	Christian Center of Park City	\$620.80	\$155.20	25%	\$465.60	City Manager
Back Alley Bash	KPCW	\$200.00	\$50.00	25%	\$150.00	City Manager
Summit Challenge	National Ability Center	\$1,155.00	\$288.75	25%	\$866.25	City Manager
Drive In Movie	Park City Film Series	\$474.75	\$118.69	25%	\$356.06	City Manager
Big Stars Bright Nights	Park City Institute	\$9,160.00	\$2,290.00	25%	\$6,870.00	City Manager
Walk A Mile In Her Shoes	Peace House	\$90.00	\$22.50	25%	\$67.50	City Manager
Deer Valley Music Festival	Deer Valley & Utah Symphony & Opera	\$10,960.00	\$2,740.00	25%	\$8,220.00	City Manager
Classic Car Show on Main	Mtn Jag Club	\$516.00	\$0.00	0%	\$516.00	City Manager
Total Fees	22 Total Events	\$161,092.60	\$118,583.94		\$48,993.66	

FY 18 Special Event Fee Reduction Summary Analysis Chart

Description of Item	Number of Events	Cost
Total Annual Fee Reduction Threshold FY 18	75	\$200,000 Threshold
Total Request for Fee Reduction from Events July 1 through December 31	22 out of 45	\$166,620.50 request
City Manager Approval Authority Fee Reduction Recommendation	20	\$33,296.14
City Council Approval Authority for Fee Reduction Recommendation (Miners Day & Fourth of July)	2	\$84,809.05
<i>*Staff has received one new Event Application that may request City Service Fee Reduction as part of the event's approval outside of the Fee Reduction Application process.</i>	1	TBD
Total Recommended Approval for Fee Reduction Events July 1 through December 31	22	\$118,105.19
Remaining Fee Reduction Threshold for Second Fee Reduction Period		\$81,894.81
<i>Total Fee Reduction Applications Currently Anticipated for Events January 1 through June 30</i>	10 out of 30	\$37,885.70
<i>Total Estimated Amount for Annual Fee Reduction FY 18</i>	32 out of 75	\$155,990.89
<i>Total Estimated Remaining Fee Reduction from Total Annual Threshold</i>		\$44,009.11
<i>*Fee Reduction Process does not include events with City Service Agreements such as Park Silly Sunday Market, Sundance Film Festival, Arts Festival and Triple Crown. Those fees are reported in the Supplemental Plan approvals</i>		
<i>** Fee Reduction Threshold does not roll over to future years.</i>		

Exhibit D – Special Event Fee Reduction Year Over Year Comparison FY 17 to FY 18

Description of Item	Number of Events	Cost
Total Annual Fee Reduction Threshold FY 17	76	\$200,000.00
Total Request for Fee Reduction from Events July 1 through December 31	36 out of 50	\$198,490.05
City Manager Approved Fee Reduction	33	\$66,451.55
City Council Request for Approval (Tour of Utah & 4th of July)	2	\$83,851.50
* New Event Shot Ski, applied after deadline, as part of approval of event.	1	\$3,357.00
Total Request for Approval July 1 through December 31	36	\$156,660.05
Remaining Fee Reduction Threshold for Second Fee Reduction Period		\$43,339.95
Total Fee Reducation Request Events January 1 through June 30	9 out of 22	\$27,885.70
Total Estimated Amount for Annual Fee Reduction FY 17	45 out of 72	\$184,545.75
Total Estimated Remaining Fee Reduction from Total Annual Threshold		\$15,454.25
*Fee Reduction Process does not include City Service Agreements		
** Fee Reduction Threshold does not roll over to future years.		

Exhibit D – Special Event Fee Reduction Year Over Year Comparison FY 17 to FY 18

Description of Item	Number of Events	Cost
Total Annual Fee Reduction Threshold FY 18	76	\$200,000 Threshold
Total Request for Fee Reduction from Events July 1 through December 31	22 out of 45	\$166,620.50 request
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<i>*Staff has received one new Event Application that may request City Service Fee Reduction as part of the event's approval outside of the Fee Reduction Application process.</i>	1	TBD
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Remaining Fee Reduction Threshold for Second Fee Reduction Period		\$81,894.81
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Total Estimated Amount for Annual Fee Reduction FY 18	32 out of 76	\$155,990.89
Total Estimated Remaining Fee Reduction from Total Annual Threshold		\$44,009.11
<i>*Fee Reduction Process does not include events with City Service Agreements such as Park Silly Sunday Market, Sundance Film Festival, Arts Festival and Triple Crown. Those fees are reported in the Supplemental Plan approvals</i>		
<i>** Fee Reduction Threshold does not roll over to future years.</i>		

Exhibit D – Special Event Fee Reduction Year Over Year Comparison FY 17 to FY 18

Special Event Fee Reduction FY 17/ FY 18 Comparison Analysis				
FY 17 Actual	FY 18 Anticiapted	Result		
45 events applied out of 72 possible events for all of FY 17	32 applications anticipated of 75 events for all of FY 18	20% decrease in amount of applications		
Total Request for first part of FY 17 was \$198,490.05	Total Request for first part of FY 18 was \$166,620	16% decrease in total amount of fees requested		
Total Approval for first part of FY 17 was \$156,660.05	Total Recommended Approval for first part of FY 18 is \$118,583.00	24% decrease in total recommended amount of City Services.		
Events that did not apply in FY 18 for Fee Reduction Include:				
Event Name	Fees Requested in FY 17	Fees Approved Waived FY 17	Fees Paid in FY 17	Reason Did Not Apply in FY 18
Tour of Utah	\$53,136.00	\$24,236.00	\$28,900.00	Event did not return.
Artober Fest	\$120.00	\$50.00	\$0.00	No longer an event, scope of event reduced.
Celebrity Ski Fest	\$90.00	\$0.00	\$90.00	Did not receive fee reduction in FY 17, willing to pay fees.
Mid Week Mtn Bike Race Series	\$1,920.00	\$0.00	\$1,920.00	Did not receive fee reduction in FY 17, willing to pay fees.
Tour De Suds	\$385.00	\$385.00	\$0.00	Willing to pay fees
Park City Food & Wine Classic	\$1,500.00	\$0.00	\$1,254.00	Did not receive fee reduction in FY 17, willing to pay fees.
Totals	\$57,151.00	\$24,671.00	\$32,164.00	
There were several other events that did not apply, as they were one time events or are now under other event permits				
New events that applied for fee reduction in FY 18 Include:				
Event Name	Fees Requested in FY 18	Recommended Fees Waived	Estimated Fees Paid Based on Recommendations	
Childrens Justice Center Pig Roast	\$665.00	\$166.25	\$498.75	
Mountain Town Music Latino Music Series	\$1,005.00	\$502.50	\$502.50	



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

The site known as 243 Daly Avenue consists of two metes and bounds parcels identified by the Summit County Recorder's office as PC-627-A and PC-630-MS. The property owner requests to combine his property into one (1) legal lot of record that will also remove an interior lot line. The historic structure sits entirely on PC-627-A, adjacent to Daly Avenue; however, there is a rear addition that extends over the interior lot line and on to PC-630-MS. The applicant wishes to construct an addition to the back of the historic house, which would not be permitted to be built over the interior lot line should the plat amendment not be approved. The entire lot consists of 5,552.93 SF.

Respectfully:

Anya Grahn, Planner II



City Council Staff Report

Subject: 243 Daly Avenue Subdivision
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: June 8, 2017
Type of Item: Legislative—Subdivision

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the 243 Daly Avenue Subdivision, located at the same address, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Description

Applicant: Alexander and Elizabeth Cohen (represented by Architect Chimso Onwuegbu)
Location: 243 Daly Avenue
Zoning: Historic Residential-1 (HR-1)
Adjacent Land Uses: Residential—single and multi-family development
Reason for Review: Subdivisions require Planning Commission review and City Council review and action.

Executive Summary

The site known as 243 Daly Avenue consists of two metes and bounds parcels identified by the Summit County Recorder's office as PC-627-A and PC-630-MS. The property owner requests to combine his property into one (1) legal lot of record that will also remove an interior lot line. The historic structure sits entirely on PC-627-A, adjacent to Daly Avenue; however, there is a rear addition that extends over the interior lot line and on to PC-630-MS. The applicant wishes to construct an addition to the back of the historic house, which would not be permitted to be built over the interior lot line should the subdivision not be approved. The entire lot consists of 5,552.93 SF.

Acronyms

BFC Bicycle Friendly Community
HPCA Historic Park City Alliance
IMBA International Mountain Bicycling Association
LEED Leadership in Energy Environmental Design (US Green Building Council)
MTFBWY May The Force Be With You
PCMC Park City Municipal Corporation

Background

On February 8, 2017, the City received a Subdivision application for the 243 Daly Avenue Subdivision; the application was deemed complete on March 22, 2017. The property is located at the same address. The property is in the Historic Residential (HR-

1) District. The subject property consists of two metes and bounds parcel identified by the Summit County Recorder as PC-627-A (Parcel 1) and PC-630-MS (Parcel 2).

This site is listed on Park City's Historic Sites Inventory (HSI) and is designated as a Landmark Site. The property was built circa 1900 during the Mature Mining Historic Era (1894-1930). The historic structure was built over the internal property line between Parcels 1 and 2.

The house was renovated previously in the mid-1990s. In 1995, Michael G. Malouf submitted a demolition permit for the garage. The following year, he began work on a new concrete foundation. By 1998, the permit for the new foundation included an exterior staircase shielded by an extension of the original porch roof; this project was completed in 1999.

The current owners submitted a Historic District Design Review (HDDR) application for the renovation of the historic house and construction of a new rear addition in January 2017. The Historic Preservation Board (HPB) reviewed the proposed material deconstruction of this project on May 3, 2017 and unanimously voted to remove the addition that encroaches over the interior lot line between Parcels 1 and 2. The HDDR application is still under review and will require Planning Commission review of a Steep Slope Conditional Use Permit (SS-CUP); this application has not yet been submitted.

The Park City Planning Commission reviewed this Subdivision request on May 10, 2017, and unanimously forwarded a positive recommendation to City Council.

Analysis

The proposed Subdivision creates one (1) lot of record from the existing two metes and bounds parcels. The Subdivision removes one (1) interior lot line that divides the property and runs through the rear addition to the historic house. The proposed Subdivision combines the property into one (1) lot measuring 5,552.93 square feet. The site contains two parcels identified by the Summit County Recorder as PC-627-A (Parcel 1) and PC-630-MS (Parcel 2)

The property currently contains 5,552.93 square feet. The property abuts Daly Avenue on the west side of the house and is surrounded by residential development to the north and south; the east side of the property rises steeply to create the east wall of Daly Canyon.

There are several encroachments on this site. The historic site at 239 Daly Avenue, designated as Significant, has a historic two-car garage at that encroaches over the shared property line with 243 Daly Avenue. There is also a fence along the shared property line and a railroad tie retaining wall that extends between the two properties and directly behind the historic houses. Staff has added a Condition of Approval that an encroachment agreement with the property owners at 239 Daly Avenue for the historic garage is recommended; the railroad tie retaining wall and non-historic fence shall be

removed or the applicant shall enter into an encroachment agreement with their neighbor for these improvements.

A single-family dwelling is an allowed use in the HR-1 District. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lot meets the minimum lot area for single-family dwellings. The proposed lot width is 27.8 feet. The minimum lot width required in the HR-1 District is twenty-five feet (25'); the proposed lot meets the minimum lot width requirement. The following table shows applicable Land Management Code (LMC) development parameters in the HR-1 District:

Required	Existing	Permitted
Lot size	5,552.93 SF	1,875 square feet minimum Complies
Allowed Footprint	974 square feet	2,032.26 square feet, maximum. Complies
Front/rear yard setbacks	35 feet front yard , 82 feet rear yard	15 feet, for total of 30 feet Complies³
Side yard setbacks	5 feet (north), 2 feet (south)	3 feet, minimum for total of 6 feet. Complies¹

¹LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures.

The maximum building footprint of structures located on a lot is regulated by the footprint formula found in the LMC. The formula is determined by the size of the lot. The current building footprint is about 974 square feet. The proposed lot area (5,552.93 square feet) yields a maximum footprint of 2,032.26 square feet. The existing historic house is less than the maximum footprint. Any new construction will be required to comply with setbacks, height, building footprint, and the Design Guidelines for Historic Sites.

The City Engineer will also require the applicant to grant a ten foot (10') snow storage easements along the front (Daly Avenue) As indicated by Condition of Approval 3.

Good Cause

Staff finds good cause for this Subdivision as the interior lot lines running through the structure will be removed, existing encroachments will be resolved, and a public snow storage will be provided to the City.

Process

The approval of this subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 15-1-18.

Department Review

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

Notice

On April 26, 2017, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on April 22, 2017, according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the 243 Daly Avenue Subdivision as conditioned or amended; or
- The City Council may deny the 243 Daly Avenue Subdivision and direct staff to make findings for this decision; or
- The City Council may continue the discussion to a date certain and provide staff with direction to provide additional information necessary in order to make a final decision on the record of survey plat.

Significant Impacts

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

Consequences of Not Taking Recommended Action

Consequences of not taking the Planning Department's recommendation are that the Site would remain as is and the structure would sit over the interior lot line. The site would continue to be two metes and bounds parcel. The applicant would not be permitted to construct an addition to this house.

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the 243 Daly Avenue Subdivision, located at the same address, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Survey
Exhibit C – County Tax Map
Exhibit D – Aerial Photographs with 500' Radius
Exhibit E– Site Photographs

Exhibit A – Draft Ordinance

Ordinance No. 2017-26

AN ORDINANCE APPROVING THE 243 DALY AVENUE SUBDIVISION LOCATED AT 243 DALY AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 243 Daly Avenue have petitioned the City Council for approval of the Subdivision; and

WHEREAS, on April 26, 2017, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 22, 2017 proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on May 20, 2017, to receive input on subdivision; and

WHEREAS, the Planning Commission, on May 20, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on June 8, 2017, the City Council held a public hearing to receive input on the subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 243 Daly Avenue Subdivision

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

SECTION 1. APPROVAL. The 243 Daly Avenue Subdivision, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located 243 Daly Avenue.
2. The property is in the Historic Residential (HR-1) District.
3. It is identified by the Summit County Recorder as tax parcels PC-627-A and PC-630-MS. The proposed subdivision creates one (1) lot of record.
4. This site is listed on Park City's Historic Sites Inventory (HSI) and is designated as Landmark.
5. The Subdivision removes one (1) lot line going through The interior of the property.

6. The proposed Subdivision combines the property into one (1) lot measuring 5,552.93 square feet.
7. A single-family dwelling is an allowed use in the District.
8. The minimum lot area for a single-family dwelling is 1,875 square feet. The proposed lots meet the minimum lot area for single-family dwellings.
9. The proposed lot width is 27.8 feet along Daly Avenue. The minimum lot width required is twenty-five feet (25'). The proposed lot meets the minimum lot width requirement.
10. The maximum building footprint allowed based on proposed lot size of 5,552.93 square feet is 2,032.26 square feet. The historic house equates to a footprint of approximately 974 square feet.
11. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures.
12. The minimum front/rear yard setbacks are fifteen feet (15'), for a total of 30 feet. The historic house has a front yard setback of 35 feet and a rear yard setback of 82 feet.
13. The minimum side yard setbacks are three feet (3'), for a total of six feet (6'). The existing historic house has a side yard setback of five feet (5') along the north property line and two feet (2') along the south property line.
14. The historic shed at 239 Daly Avenue encroaches over the shared property line and into the 243 Daly Avenue property by one foot (1'). The shed has been designated as Significant on the City's Historic Sites Inventory.
15. There is also a non-historic fence along the shared property line and non-historic railroad tie retaining wall that extend between the two properties at 243 and 239 Daly Avenue.
16. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A ten feet (10') wide public snow storage easement will be required along the Daly Avenue frontage of the property.
4. The property owner shall resolve the encroachment of the fence and railroad tie retaining walls over the north (side) property line either removing the retaining walls or entering into an encroachment agreement with the neighbor at 239 Daly Avenue.
5. An encroachment agreement for the historic garage at 239 Daly Avenue is recommended.
6. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.
7. Ten foot (10') public snow storage easements shall be granted along Daly Avenue.
8. New construction shall comply with Land Management Code Section 15-2.2-3 regarding setbacks, building height, building envelope, building footprint, etc.

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

PASSED AND ADOPTED this 8th day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

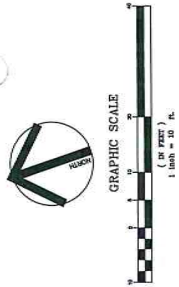
ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat



DEED DESCRIPTION

[illegible]

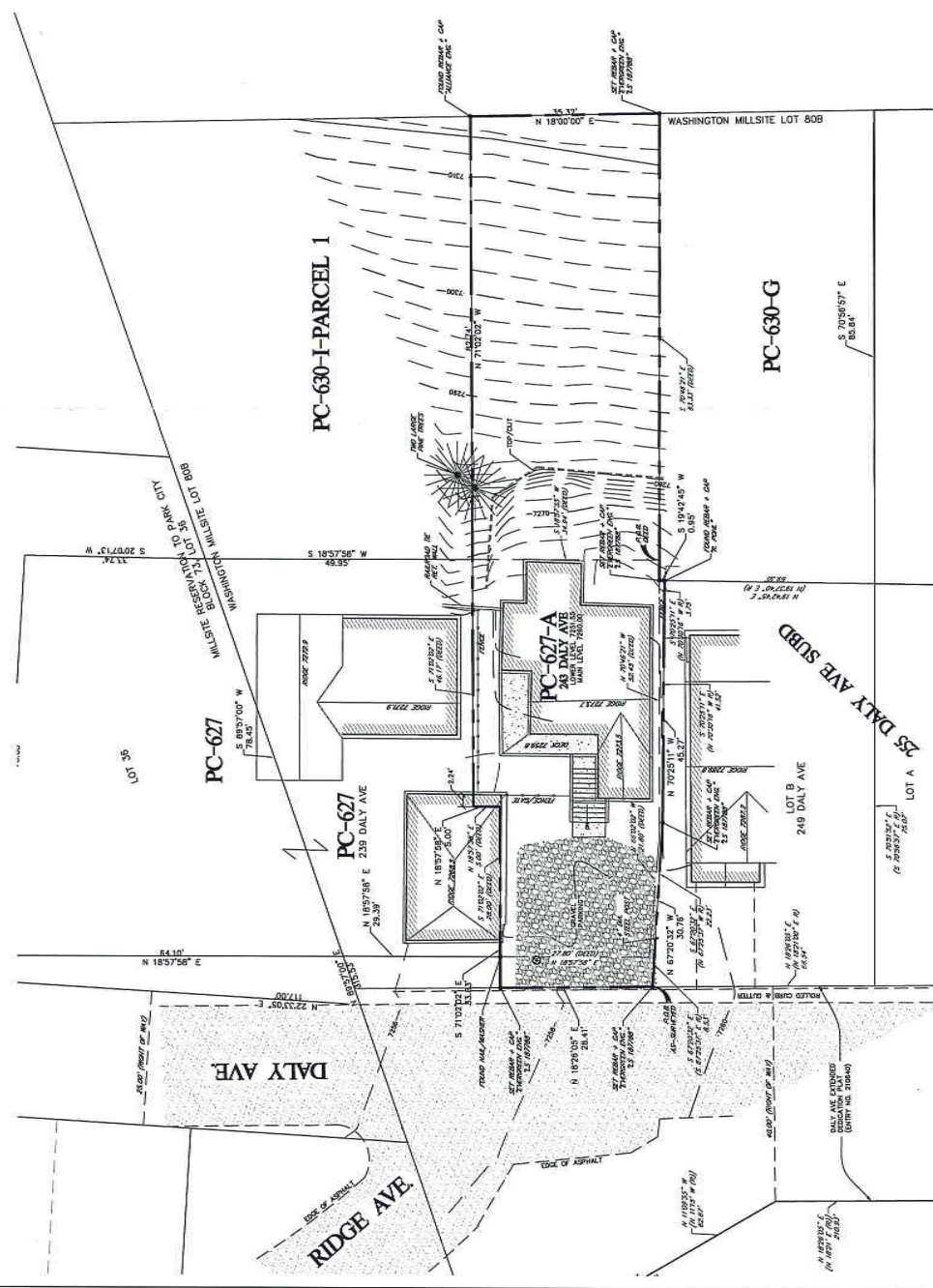
LESS AND EXCEPTING THE FOLLOWING:
PC-631 IN BOOK 1618 AT PAGE 601

[illegible]

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187789, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREIN DESCRIBED PROPERTY, AND THAT I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

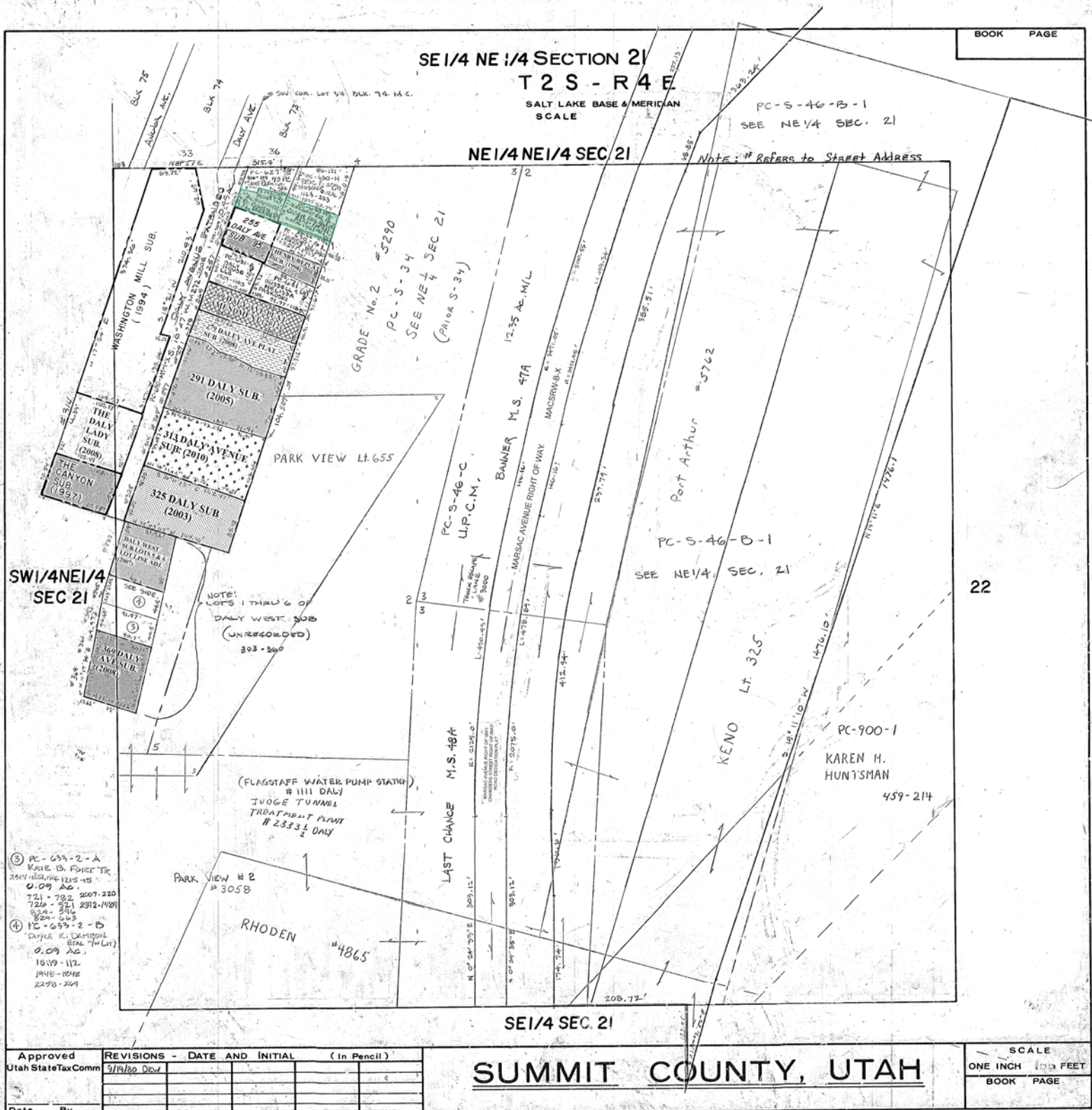
NARRATIVE

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FEB 02 2017

PARK CITY
PLANNING DEPT.

PARK CITY
PLANNING DEPT.



1 of 1 (12/06)	AERIAL PHOTOGRAPH 243 DALEY AVE ALEX COHEN	243 DALEY AVE CHICAGO, IL 60641 TEL: 312.321.1234	243 DALEY AVE CHICAGO, IL 60641 TEL: 312.321.1234	243 DALEY AVE CHICAGO, IL 60641 TEL: 312.321.1234	243 DALEY AVE CHICAGO, IL 60641 TEL: 312.321.1234
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VIEW OF THE NEIGHBORHOOD



WOW

CIVIL
ARCHITECTURE
STRUCTURAL
MECHANICAL
ELECTRICAL
DESIGN BUILD
LANDSCAPE
INTERIOR
WOW GROUP

COHEN RESIDENCE
REMODEL AND ADDITION
243 Day Drive
Park City Utah, 84060

PROJECT #:
16000
ISSUE DATE:
09.13.2016
REVISIONS

AS-102

SITE IMAGES

RECEIVED
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PLANNING DEPT.



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Over the last year, Transportation Planning, Transit and Parking staff have been working to develop and implement a suite of alternative transportation solutions and Transportation Demand Management strategies to reduce local and regional VMT and associated congestion. These solutions include but are not limited to e-bike share program, new express transit service, increased and expanded regional service, expanded winter and summer frequency, and Intelligent Transportation System infrastructure (Blynscsy, Variable Message Signs, smart parking, transit app. etc.).

In addition to these programs and service staff has also been developing strategies to tap into other travel markets by eliminating what is known as the “first mile/last mile” transit barrier which is generally defined by either your origin and/or destination originating or terminating between $\frac{1}{4}$ mile to 1 mile from a transit stop. One such proposed solution is an on-demand app based neighborhood transit connection. This service, identified as “Call-A-Bus”, is also a recommendation within the 2016 Short Range Transit Development Plan adopted by Council on September 1, 2016.

Respectfully:

Alfred Knotts, Transportation Planning Manager

City Council Staff Report



Subject: Request to Authorize the City Manager to Execute Professional Service Agreement, in a form approved by the City Attorney, with Downtowner, Inc. to Provide All Electric App Based On-Demand Neighborhood Transit Service for a Six (6) Month Pilot Service in an Amount Not to Exceed of \$358,727

Author: Alfred Knotts, Transportation Planning Manager
Blake Fannesbeck, Public Works/Transit Director

Department: Transportation Planning and Transit

Date: June 8, 2017

Type of Item: Administrative

Summary Recommendation

Staff recommends that Council consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement, in a form approved by the City Attorney, with Downtowner, Inc. in an amount not to exceed Three Hundred Fifty Eight Thousand Seven Hundred and Twenty Seven Dollars (\$358,727) to provide all electric on-demand app based neighborhood transit service for a six (6) month pilot period.

Executive Summary

Over the last year, Transportation Planning, Transit and Parking staff have been working to develop and implement a suite of alternative transportation solutions and Transportation Demand Management strategies to reduce local and regional VMT and associated congestion and air quality impacts. These solutions include but are not limited to e-bike share program, new express transit service, increased and expanded regional service, expanded winter and summer frequency, and Intelligent Transportation System infrastructure (Blynco, Variable Message Signs, smart parking, transit app. etc.).

In addition to these programs and service staff has also been developing strategies to tap into other travel markets, namely residential/local markets, by eliminating what is known as the "first mile/last mile" transit barrier. This barrier is generally defined with your origin and/or destination originating or terminating between ¼ mile to one (1) mile from a transit stop. One such proposed solution is an on-demand app based neighborhood transit connection. This service, identified as "Call-A-Bus" (also known as "microtransit" in the transit/transportation planning field) is also a recommendation within the 2016 Short Range Transit Development Plan adopted by Council on September 1, 2016.

Acronyms

HPCA	Historic Park City Alliance
RFP	Request for Proposal
TDM	Transportation Demand Management
SOV	Single Occupancy Vehicle
SRTDP	Short Range Transit Development Plan
VMT	Vehicle Miles Traveled

The Problem

Park City's transit ridership has been relatively stable over the last five years. This can be attributed to variety of factors including but not limited to:

- Recent below average snowfall (not including 2016-2017 season)
- Continued transition from primary homes to secondary homes
- Workforce commuting from adjacent communities not currently served by transit
- Fewer J-1 Visa resort employees
- Limited service to higher density residential neighborhoods

While transit ridership has been stable, the recently completed TDM and SRTDP plans identified several existing travel markets in which transit ridership could grow. In order to increase ridership in these markets it is necessary to better serve the residential populations of Park City by providing better service into underserved neighborhoods. Additionally, many areas require a somewhat lengthy walk or bike ride over varying topography or without adequate and/or safe bicycle and pedestrian facilities which can deter non-transit dependent populations from utilizing public transportation. Providing all electric on-demand response app based transit provides additional and attractive alternatives to the private automobile and seeks to eliminate the "first mile/last mile" barrier and furthers the City's energy and transportation related goals.

Background

- On January 8, 2015, Transportation Planning staff returned to City Council with an accelerated Transportation Master Plan goal achievement schedule. An integral component of the accelerated plan was hiring consulting services to assist with several studies (including the Transportation Demand Management plan and Short Range Transit Development Plan).
- On May 28, 2015, Council authorized the City Manager to sign the Service Provider/Professional Services Agreement with Fehr and Peers for professional services related to the preparation of a Transportation Demand Management Plan. The TDM plan was adopted by Council on October 6, 2015
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2193&Inline=True>
- On July 9, 2015 Council authorized the City Manager to sign the Service Provider/Professional Services Agreement with KFH related to the preparation of SRTDP. In the intervening months, KFH conducted research and analysis, conducted surveys, evaluated existing transit services, and provided new and modified transit routes consistent with the contract and

associated scope approved by Council in May 2015. This plan was adopted by Council on September 1, 2016
<http://parkcityut.igmp2.com/Citizens/FileOpen.aspx?Type=1&ID=2181&Inline=True>

Analysis

As part of Council aggressive approach to addressing short and long term transportation issues, Council adopted the SRTDP and TDM plans in August 2016 and October 2016, respectively. As part of the development of the TDM and SRTDP plan, City and consultant staff conducted several surveys on the following travel markets:

- Residents (part time and full time)
- Visitors
- Commuters
- Employees (year round and seasonal)

With the exception of commuters who identified carpools as the most attractive alternative to SOV, transit was the most attractive alternative to the remaining travel markets. However, the primary barrier/deterrent cited to using transit was that related to convenience and time efficiency. The on-demand transit service is intended to remove those barriers by increasing overall convenience, user experience, efficiency, and accessibility for short trips.

In addition to the addressing recommendations in the TDM plan, the 2016 SRTDP recommends the following related to a “call-a-bus” service:

Call a Bus – These are services designed for low density communities that typically cannot be served effectively by fixed route service. Over the first five years of the plan, Call a Bus service will be set up in four defined zones where an individual can access a vehicle at their door or corner and receive a ride to a transfer point or express bus stop in close proximity to that zone. As these services grow, some zones could justify a fixed route. Ridership demand should be monitored and service changes from “Call a Bus” to fixed route service should be considered when warranted.

This service is also intended to provide additional alternatives for employees, residents, and visitors in advance of the implementation of the parking management program schedule for December 15, 2017.

Selection Process

In March 2017, staff issued a Request for Proposal for an on-demand app based all electric transit provider. As part of the solicitation process four (4) proposals were received from the following vendors:

- Elevated Transit
- Snowflower Transit
- Ride-Free America (DBA as Ride PC)
- Downtowner Inc.

To evaluate and select a preferred vendor staff convened a Selection Committee consisting of the following representatives:

<u>Representative</u>	<u>Department/Agency</u>
John Rock	Executive
Luke Cartin	Sustainability
Alfred Knotts	Transportation Planning
Caroline Rodriguez	Summit County

Each proposer was evaluated on the following criteria:

- Proposed team and their experience with App Based Transportation technologies.
- Proposed project approach including timeline (key milestones)
- Marketing Plan and analytic capabilities
- Relevant experience in resort and/or mountain towns

The Selection Committee unanimously selected the proposal submitted Downtowner, Inc. on above factors and the proposer's proven experience n running successful programs in Delray Beach, FL, Boca Raton, FL, Tampa, FL, Newport Beach, CA, Manhattan Beach, CA and the mountain resort town of Aspen, CO. Competing vendors had little, if any, experience providing such a service with none having experience in operating in a resort/mountain town and/or demonstrated success with a proven app technology. Staff is proposing a six (6) month contract to serve as a pilot for a not to exceed amount of Three Hundred Fifty Eight Thousand Seven Hundred and Twenty Seven Dollars (\$358,727)

Pilot Period

The pilot period for this project is scheduled to continue for six months with the first day of service occurring on July 10, 2017. During this time period robust daily monitoring and evaluation of the service will occur by Transit, Parking, Events, and Transportation Planning. Staff will also solicit feedback from external partners such as the HPCA, Chamber, residents, and the Great Park City Transportation Management Association. Staff has also briefly met with a few representatives from the taxi industry, however, additional outreach and feedback will be necessary prior to and during operation of the pilot program. Staff has conducted several "Q and A" calls with City of Aspen's Transportation and Parking directors where this service has been operating for 2 years. As part of those conversations Aspen staff did confirm there was initial concern expressed by the taxi industry related to market share however that concern is nearly non-existent given the way in which the service operates and the trip type the service is intended to serve. That being said, Park City staff recognizes every community is unique in geography, demographics, trip types, and origins and destinations, therefore it will paramount to have frequent and ongoing communications with the taxi industry as well as the community at large.

During the pilot period staff will continue to update Council on a regular basis on the overall performance as well as customer feedback. Staff intends to return to Council in October 2017 to provide a full debrief of the service to date and provide a recommendation as to whether or not to continue the service for a minimum of an additional six (6) months. The pilot project currently proposes to serve the Old Town, Prospector, Bonanza Park, Thaynes, and Aerie neighborhoods. Should staff recommend continuation of the pilot program, staff will also make a recommendation as to whether or not to expand the service area into such areas as Park Meadows and Aspen Springs as well as make any modifications to areas served under the initial pilot

program service area. Expansion of the service will be contingent on existing and new transit revenues. Should this program be successful in areas currently served by fixed route service there is opportunity to serve these routes with on-demand based service to improve operating efficiencies, reduce cost, reduce energy consumption, and improve neighborhood compatibility.

A figure of the pilot program service area can be found in Attachment A.

Consistency with the 2011 Traffic Transportation Master Plan and 2014 General Plan:

2014 General Plan:

The following goals are contained in the “Small Town” element of the General Plan which states the following:

Goal 3- B: Prioritize efficient public transportation over widening of roads to maintain the Small Town experience of narrow roads, modest traffic, and Complete Streets.

Goal 3-C: Public transportation routes should be designed to increase efficiency of passenger trips and capture increased ridership of visitors and locals.

Implementation Strategy 3.11 further directs Park City to:

Improve the access to, efficiency, and experience of public transit. Experience includes shelter from the elements and feeling safe while waiting, free access to internet while traveling, real time schedules/ timetables, and comfortable seating. Explore the opportunity to use smaller buses (or shuttles) during offseason and/or for narrow ROW routes or routes with reduced, but constant, demand.

The aforementioned goals and implementation strategy demonstrate that this requested action is consistent with the General Plan.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Staff recommends that Council authorizing the City Manager to sign the Service Provider/Professional Amount Not to Exceed Three Hundred Fifty Eight Thousand Seven Hundred and Twenty Seven Dollars (\$358,727).

Pros

- a. The proposed Service Provider agreement will result in increased transit service and accessibility within Park City.
- b. This all electric service will further the City’s energy related goals.
- c. The service will provide additional transportation alternatives to residents, employees, and visitors in advance of implementing the Main Street and Downtown Parking Management Plan
- d. Smaller and more nimble vehicles will be used to service neighborhoods

Cons

- a. Funds in the amount of \$358,727 will expended on a new service during the pilot project
- 2. Alternative 2 - Deny the Item:** Council could choose to not authorize the contract with Downtowner Inc.

Pros

- a. Funding in the amount of \$358,727 will not be expended

Cons

- a. Additional transportation alternatives will not be available to the community in advance of Parking Management
- b. Evaluation of the effectiveness of the pilot program will not occur

3. **Alternative 3 - Modify the Item:** Council could choose to change the contract terms. Staff does not recommend this alternative.

Cons

4. **Alternative 4 - Continue the Item:** Council could choose to continue the item. Staff does not recommend this alternative.

Cons

- a. Continuing would delay the implementation of the SRTDP and TDM Plan.
- b. Continuing could result in missing the summer season as well as delay additional alternatives for resident, employees, and visitors wishing to access Main Street and other destinations via means other than their private automobile.

5. **Alternative 5 - Do Nothing:** Council could choose to do nothing regarding this issue, but this would cause no action toward two of Council's "Critical Priorities." Traffic will increase and parking will become more difficult in the future. Staff does not recommend this alternative.

Department Review

This report was reviewed by Public Works, Executive, Legal, Transportation, and Budget.

Funding Source

Funding for this service is available from the City's Transit Fund.

Attachments

Attachment A - Downtowner Inc. Statement of Qualifications and Cost and Operating Proposal.

ATTACHMENT A

Park City
Statements of Qualifications/Quotations
On-Demand Electric Car Transportation Service for Point-to-Point App Based Service



Park City Downtowner, LLC
210 NE 4th Ave
Delray Beach, FL 33483

Experience

Downtowner has over five years of operational experience within the high-volume, point A to point B, transportation industry. Providing on-demand rides has been our company's focus since our company was founded in early 2012. After dispatching tens of thousands of incoming ride requests by phone, we were able put that knowledge into our mobile application and backend system designs. The result was a platform built to specialize in high volume, close quarters transportation.

We have successfully launched a total of six locations, three being within the past year (Tampa, FL, Aspen, CO and Manhattan Beach, CA). Our ridership across all locations is on track to be over 500,000 passengers annually. All of our locations utilize 100% electric vehicles. Our executive team is comprised of company owners with a passion for environmentally friendly, forward thinking mobility. The supervisor selected for the Park City project has been with our company for nearly three years, and recently helped us launch our Tampa location where we currently move 16,000 passengers every month. The expertise we have gained over the past five years in operations, community relations, customer service, and logistics technology is unrivaled within our industry. Simply, no one else does it like us.

Potential Timeline

May 15th - Contract awarded

May 22nd - Number of vehicles and service area(s) specifications agreed upon.

June 1st - Supervisor and Downtowner Co-Founder arrive in Park City

June 3rd - Driver recruitment begins

June 7th - Vehicle delivery begins

June 8th - Vehicle preparation (exterior graphics etc.)

June 9th - Driver training begins

June 15th - July 1st - Grassroots marketing

July 1st - Service launches

Key Personnel

Stephen Murray

Co-Founder and Chief Executive Officer

561-386-4073

Stephen@ridedowntownowner.com

- Directs and manages company expansion and growth
- Client acquisition and ongoing relations
- Graduated from the University of Tampa

Ryan Spaargaren

Co-Founder and Chief Financial Officer

561-635-0419

Ryan@ridedowntownowner.com

- Manages all facets of company's financials including taxes, day to day accounting, and growth planning
- Successfully developed sustainable operations practices allowing for stable company growth
- Graduated from the University of Central Florida with degrees in Accounting and Finance

Travis Gleason

Co-Founder and Chief Operations Officer

561-929-1471

Travis@ridedowntownowner.com

- Developed efficiencies and management systems allowing for stable growth
- Directed the development of company's dispatch system and mobile applications
- Graduated magna cum laude with a degree in Accounting from the University of Central Florida

Michael Monaco

Co-Owner and Chief Technology Officer

561-827-1453

Mike@ridedowntownowner.com

- Oversees company's mobile apps & technology infrastructure
- Acts as lead developer and manages in-house development team
- 7 years experience with high-volume mobile applications

Julian Lena

Supervisor

561-901-4944

jlina@ridedowntownowner.com

- Supervisor of Downtowner's Delray Beach Service Area (2014 - 2016)
- Assistant Supervisor and head of launch operations in Downtowner's Tampa Service Area (2016 - present)
- Successfully managed 20+ employee drivers in Downtowner's Tampa Service Area as ridership grew to 16,000 per month over the first 3 months of operations

References

Mitch Osur, Parking Director, City of Aspen
mitch.osur@cityofaspen.com
970-429-1766

Karen Kress, Director of Transportation and Planning, Tampa Downtown Partnership
kkress@tampasdowntown.com
813-221-3686

Cary Glickstein, Mayor, Delray Beach
CGlickstein@ironwoodproperties.com
561-279-8952

Appendix
Exhibit A

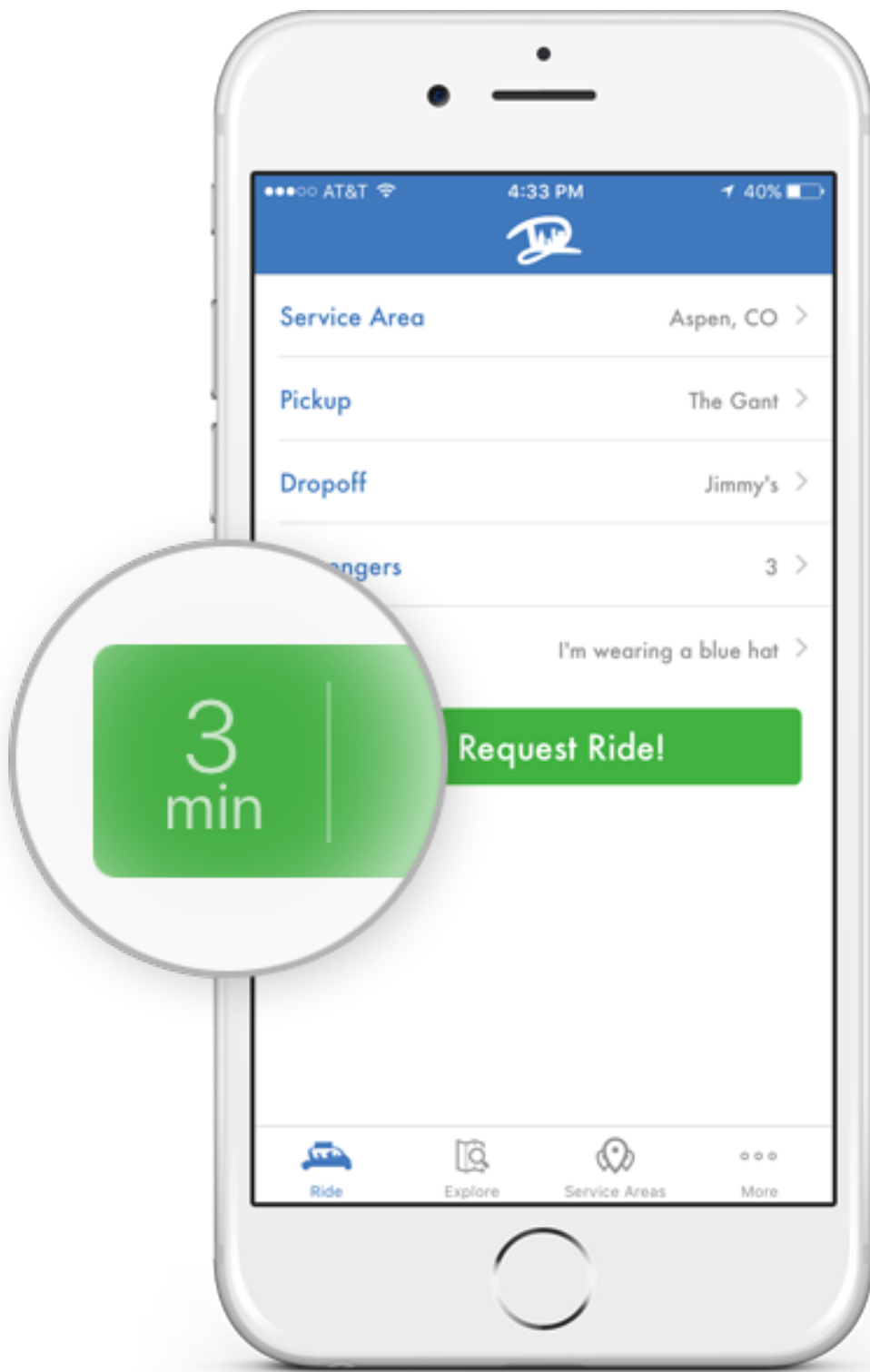


Exhibit B

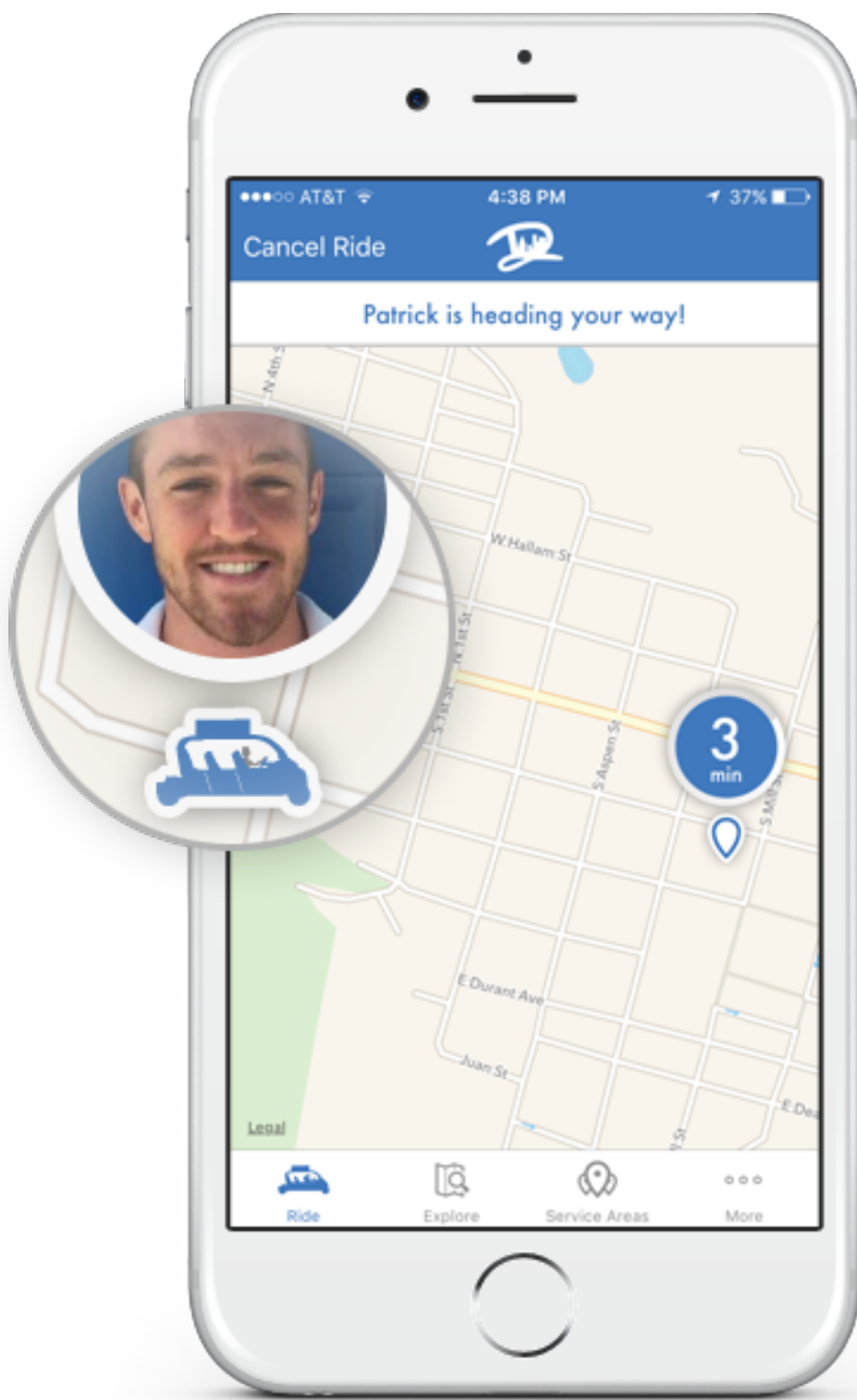


Exhibit C

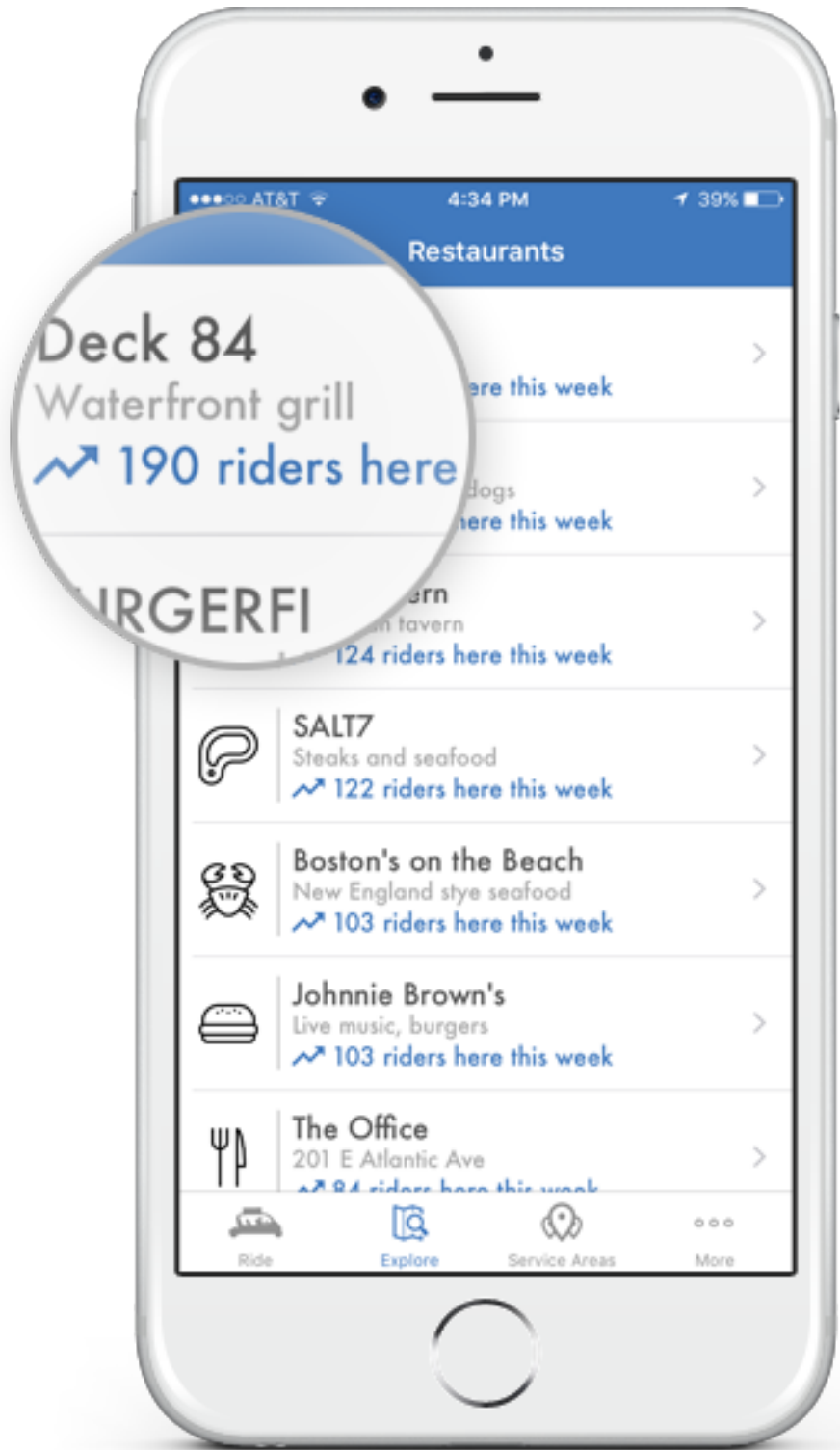


Exhibit D

After a three month pilot program in Aspen, CO, we were recently awarded a yearlong contract extension. We provided on-demand, point A to point B transportation for over 10,000 passengers in the downtown core and surrounding neighborhoods during the initial pilot program. Service was available from 11am - 11pm, daily. The service was fully sponsored by the City of Aspen and will continue to be as we are recognized as an integral part of their initiative to alleviate parking and traffic congestion in the downtown core, while providing a green mobility solution for visitors and residents alike. More information can be found in the Aspen Times article on the next page of this proposal or by visiting the link below.

<http://www.aspentimes.com/news/23019153-113/taking-a-ride-on-the-downtownner>.

Exhibit D (cont.)



Erica Robbie
ERobbie@aspentimes.com

July 23, 2016

Taking a ride on the Downtowner

Learn more about: [Downtown Aspen](#)



Through its partnership with the city of Aspen, Downtowner, Inc. provides free, on-demand rides to people via compact electric vehicles. Aspen is the fourth U.S. city and first mountain town to offer the Downtowner service.



South Florida native Stephen Murray, pictured, and his friends Travis Gleason and Ryan Spaargaren founded Downtowner, Inc. in 2012. Murray relocated to Aspen for the summer to oversee the company's operations.

To request a ride, download the smart-phone application, "Downtowner."

Exhibit D (cont.)

The Downtowner provides rides between the base of Silver Queen Gondola to the end of Mill Street and from Original curve to about two-blocks of the Music Tent on Eighth Street, according to city parking director Mitch Osur.

The rides are free but tips are encouraged.

For more information, visit <http://www.ridedowntowner.com>.

Fresh out of college during the heart of the economic recession, 22-year-old Stephen Murray said he had no choice but to create his own job.

“I had a psychology degree in 2009,” Murray said with a laugh. “It didn’t really qualify me for much.”

Growing up amid the hustle and bustle of South Florida, Murray decided there must be a more efficient way to travel downtown in crowded cities than anything that was available at the time.

“I just thought there has to be a friendlier, faster, more convenient way to get around,” said Murray, reflecting upon his time spent behind the wheel in bumper-to-bumper traffic or communicating with cab drivers in his hometown of Delray Beach, Florida.

With no kids, bills or much to lose, the unemployed college graduate thought, “Why not try to start a company?”

In the summer of 2012, Murray and two of his buddies did exactly that.

With the goal of providing a more convenient way to get around downtown, Murray, Travis Gleason and Ryan Spaargaren started Downtowner Inc., a free, on-demand ride service via compact electric vehicles.

You’ve likely seen or ridden in one these petite vehicles, which bear more resemblance to a golf cart than a traditional automobile, in town this summer.

Through a partnership with the city, Aspen is now the fourth city and first mountain town to offer the Downtowner service.

The other cities that have welcomed Downtowner Inc.: Delray Beach; Boca Raton, Florida; and Newport, California, respectively, are coastal metropolises that boast populations between six and 12 times larger than Aspen.

Despite this stark contrast, Murray believes Aspen is the perfect city to offer the Downtowner service.

Looking at both the quantitative and qualitative outcomes of the service during the first half of its trial period with the city of Aspen, city Parking Director Mitch Osur seems to agree.

Exhibit D (cont.)

The city's decision to implement the \$89,250 service between June 15 and Sept. 15 is part of its four-part approach to address the lack of available parking and congestion in Aspen's downtown core.

The city is financing the program, which costs about \$1,000 per day, through a supplemental budget that the council approved in October 2015, Osur said, as well as some Parking Department funds.

Doubling the price to park anywhere in the 16 blocks that make up the city's downtown core for the months of June, July and August, as well as pushing its "Drive Less" program and expanding the WE-Cycle bike-share transit system are some of the other ways the city of Aspen hopes to resolve its traffic and parking issues.

"The important message here is that no one thing's going to fix the parking and traffic problem," Osur said. "It's our biggest problem in town. And the most difficult one to solve."

With the Parking Department's "four-pronged attack," Osur is happy to report that he's seen a change downtown so far this summer.

"We're seeing increased turnover in the core and there are empty spaces in the core on a regular basis," he said. "It's working exactly as planned."

Tracking the number of Downtowner rides each week and seeing where the rides are going also provides insight into whether the program is meeting the city's goal to get people out of their cars, Osur said.

For example, between July 11 and 17, the Downtowner provided 34 rides from town to the Hickory House, 63 rides to or from City Market and 49 rides to or from Clark's Market.

"These are cars off the road," Osur said, assuming that most people would not have otherwise walked to the Hickory House from town or lugged loads of groceries home by hand.

In its first 13 days in Aspen, from June 17 to 30, the Downtowner provided 746 free, tip-based rides to 1,743 passengers. From July 4 to 10, there were 440 rides and 1,094 passengers. From July 11 to 17, there were 492 rides and 1,201 passengers.

What's more, Osur said, is that "people really seem to love" the service.

Osur said the only group to not give glowing remarks is High Mountain Taxi.

"They're not totally happy with us," he said. "And I get that. But we're trying to work with the taxis extremely well and limit the damage."

High Mountain Taxi declined to comment when reached by The Aspen Times.

The cab company aside, Osur said he has "received nothing but positive feedback" from local residents and visitors, along with restaurant and hotel managers and retailers.

Exhibit D (cont.)

On Tuesday, first-time Downtowner passenger Richard Geiski said he thinks the service is a “fantastic” idea.

“I’m surprised no one has thought of it before,” he said, adding that he loves that the vehicle is environmentally friendly.

“I think the more companies like this, the better off the city’s going to be and the environment’s going to be,” said Geiski, who has lived in the valley for at least two decades.

“It’s better than Uber,” said Aspen visitor and Downtowner passenger Sofia Pokrzywa, who also reported a positive experience with the service.

With both services’ user-friendly, app-based approaches, it’s easy to draw a parallel the Downtowner and Uber.

While acknowledging the similarities between the two businesses, Murray said the Downtowner is not a competitor to any taxi or transportation service that already exists.

“What we’re doing isn’t replacing anything,” he said. “We’re supplementing it.

“There’s still a really big need for fast, friendly, local service within the downtown core that gets you from point A to point B.”

erobbie@aspentimes.com

Article Topics: Downtown Aspen

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Exhibit E



CERTIFICATE OF LIABILITY INSURANCE

DELAR-1 OP ID: PP

DATE (MM/DD/YYYY)
08/03/2016

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

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

PRODUCER Bullington Insurance Group LLC 1448 W. Busch Blvd. Tampa, FL 33612 Brooks Bullington		CONTACT NAME: Brooks Bullington PHONE (A/C, No, Ext): 813-248-6800 FAX (A/C, No): 813-248-6877 E-MAIL: ADDRESS:	
INSURED Delray Downtowner Inc., Tampa Downtowner LLC Aspen Downtowner Group LLC 210 NE 4 Ave Delray Beach, FL 33483		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Company NAIC # 41297 INSURER B: RLI Insurance Company 13056 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPS2476943	05/26/2016	05/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CAP9504432	06/16/2016	06/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Vehicle Schedule Attached

Account Number 9863031001

The Certificate Holder is named as Eosco Payco

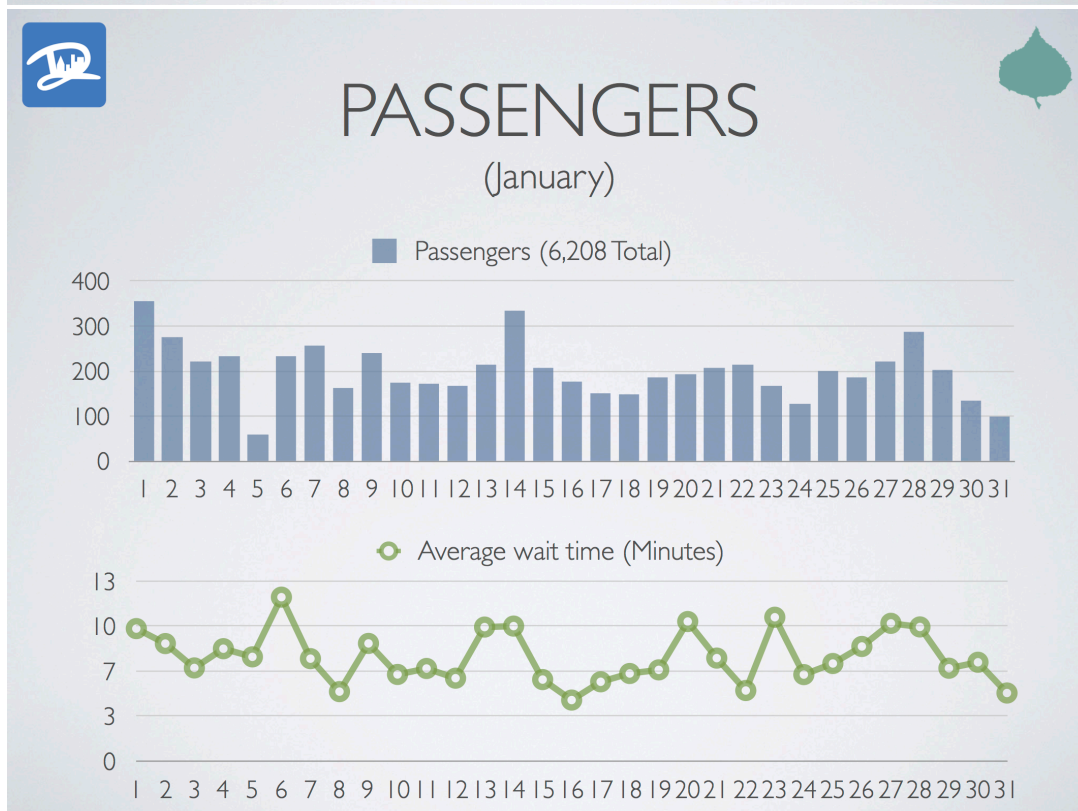
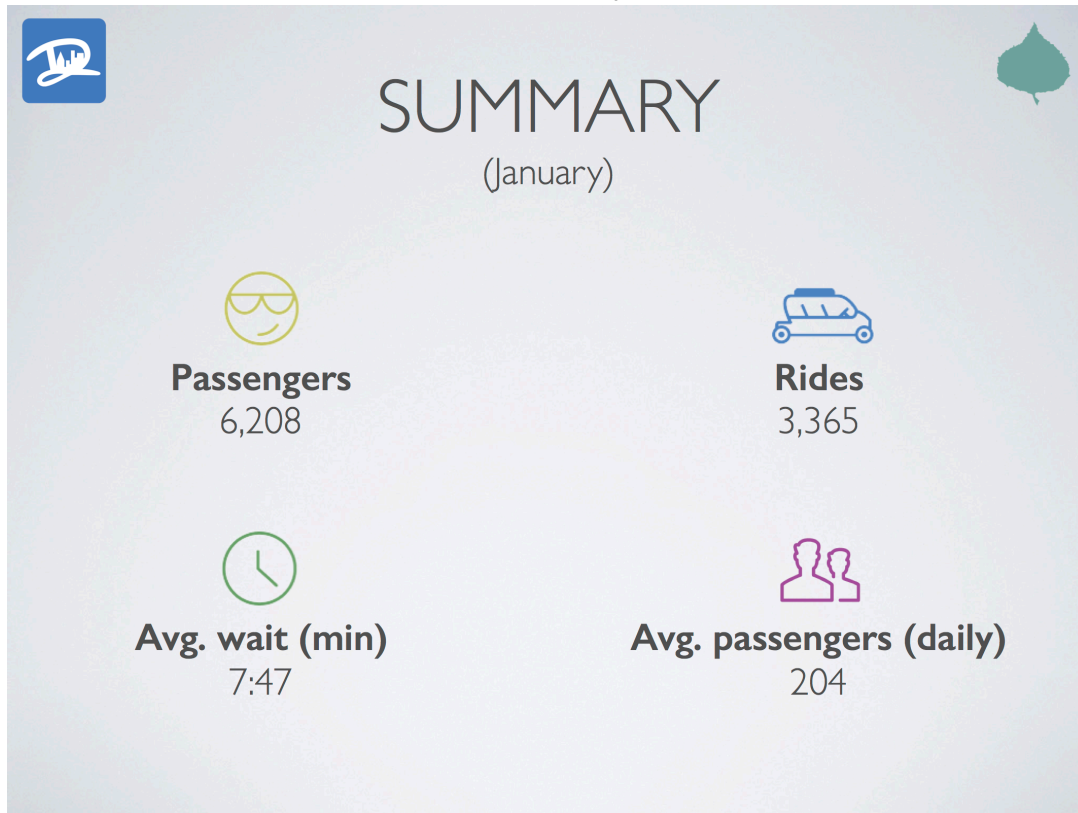
CERTIFICATE HOLDER Wells Fargo Veritas Financial Services LLC 800 Walnut Street Des Moines, IA 50309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

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Exhibit F
Examples from monthly data report



A map of Aspen, Colorado, divided into five numbered neighborhoods. The numbers are: 1,586 (Northwest), 823 (Central), 1,215 (West), 6,224 (East), and 1,429 (South). The map shows major roads like Main St, and surrounding areas like Snowmass and Glenwood. The Aspen Mountain Ski Resort is also indicated.

Midori O.

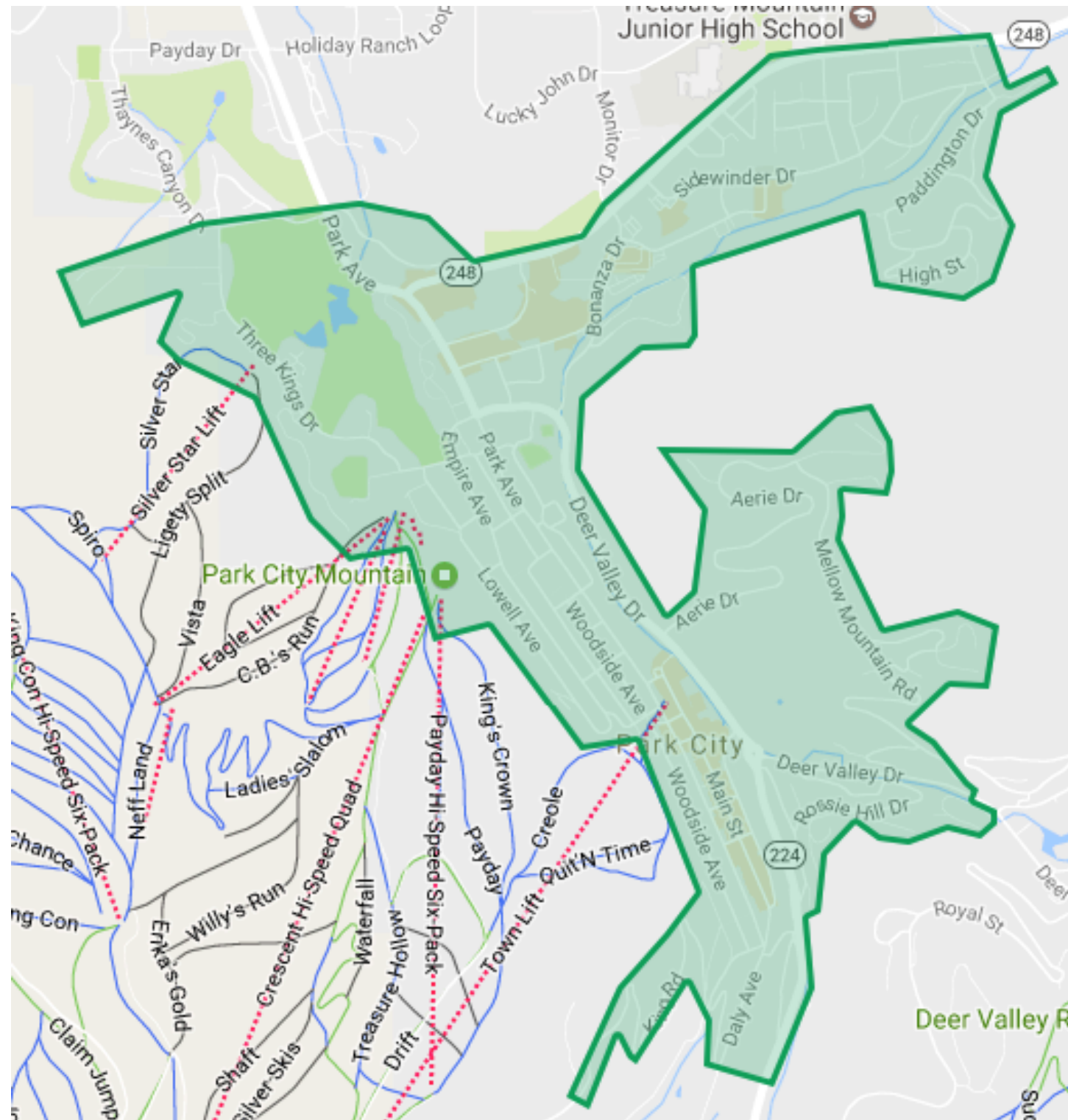
Sparky W.

Arlene N.

Soren W.

Service area

Our recommended service area combines Schedules A and C, and also includes a portion of B. Changes to the service area to be decided upon by Park City.



Vehicle Type and Quantity



Standard Vehicle Model: Tesla Model X 100D

Quantity: 4

Passenger Seats: 5

	Setup Period	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Total
Payment Number	1	2	3	4	5	6	7	7
Implementation Costs	48,647	0	0	0	0	0	0	48,647
Total Fixed Costs		31,230	31,230	31,230	31,230	31,230	31,230	187,380
Electric (variable)		663	663	663	663	663	663	3,978
Driver Payroll (variable)		21,310	21,310	15,221	12,177	12,177	36,527	118,722
Total Variable Costs		21,973	21,973	15,884	12,840	12,840	37,190	122,700
Total Costs	48,647	53,203	53,203	47,114	44,070	44,070	68,420	358,727
Service Hours		11am-11pm	11am-11pm	11am-11pm	11am-11pm	11am-11pm	8am-11pm	
Estimated Vehicles Online		3-4	3-4	2	2	2	4	
Term (26 weeks)		7/10 - 8/9	8/10 - 9/9	9/10 - 10/9	10/10 - 11/9	11/10 - 12/9	12/10 - 1/7	7/10 - 1/7

- 1st payment due at signing of contract
- 2nd payment due 15 days prior to first day of service
- Remainder of payments due every 30 days, starting 30 days from payment 2
- Payments will contain Fixed Costs and estimated Variable Costs
- Fixed Costs are represented by a number that will not be altered during the term of this agreement
- Variable costs are estimated using the above vehicle quantities, daily service hours and driver hourly wage of \$15.00
- Number of vehicles online per hour may change to most effectively meet service demand
- Variable costs will be invoiced at the above estimated amounts and reconciled on the following month's invoice
- Starting with the invoice billed in month 2 of service, variable cost receipts for the previous month will be attached, showing any credits or charges necessary to reconcile estimated variable costs to actual costs
- Other costs not included: electrical installation of vehicle chargers, vehicle graphics and wraps
- Fixed and Variable costs represented above include an additional ADA vehicle



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

Council should consider approving an ordinance establishing compensation for the Mayor, City Council, and statutory officers for Fiscal Year 2016 – 2017 in Park City, Utah.

Respectfully:

Kory Kersavage, Budget Analyst

Ordinance No. 2017-27

**AN ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS FOR FISCAL YEAR 2017 – 2018
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 8, 2017;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2017-2018</u>
Mayor	\$3,706.43 per month
City Council	\$1,914.63 per month
City Manager	\$109,136 - \$159,901 per year
City Attorney	\$102,983 - \$153,108 per year
City Treasurer	\$82,542 - \$121,653 per year
City Engineer	\$82,542 - \$121,653 per year
City Recorder	\$52,528 - \$77,490 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Term shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular FTE, unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on publication and shall apply retroactively to July 1, 2017.

PASSED AND ADOPTED this 8th day of June, 2017

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

This resolution will amend the current fee schedule to include new and adjusted city fees.

Respectfully:

Kory Kersavage, Budget Analyst



Resolution No. 15-2017

A RESOLUTION AMENDING THE FEE SCHEDULE; AND REPLACING AND REPEALING RESOLUTION 14-2016 IN ITS ENTIRETY

WHEREAS it is necessary to update the fee schedule to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on May 25, 2017, to receive public comments on the user fee increases,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect on July 1, 2017.

PASSED AND ADOPTED this 8th day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

PARK CITY FEE SCHEDULE

SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision/Condominium *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Condominium Plat or timeshare conversion	\$450.00 per unit
Condominium Plat Amendment	\$300.00 per unit affected
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

Fee increased from \$100 to \$300 for Condominium Plat Amendment. These applications require both Planning Commission and City Council public hearings and \$100 is too low based on the staff reports needed to be provided in order to have the two public hearings. Record of Survey is no longer being used. Term being updated to Condominium Plat. Language amended.

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00 + \$560.00 per unit
Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.	
Master Planned Development	\$560.00 per unit equivalent
Pre-applications are currently optional. Language	

Modification to an MPD	\$330.00 per unit equivalent
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1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,330.00 \$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application

Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after
<u>Non-Historic District/Site</u>	
New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
1.1.7 <u>Historic Review *</u>	
Historic Design Review (no increase in existing area)	\$210.00
Historic Design Review (increase in existing area)	\$2,000.00 \$1,030.00
Determination of Significance	\$1,000 \$350.00
Certificate of Appropriateness for Demolition	\$300.00
1.1.8 <u>Land Management Code Review *</u>	\$2,000.00 per application
1.1.9 <u>General Plan Amendment *</u>	\$2,000.00 per application
1.1.10 <u>Sign Review</u>	
Master Sign Plan Review	\$320.00
Amendment to Master Sign Plan	\$120.00
Individual sign permit	\$120.00 (\$118.80) plus 1% state tax
Sign permit under master sign plan	\$130.00 (\$128.70) plus 1% state tax
Temporary Sign Permit	\$60.00 (\$59.40) \$120.00 (118.80) plus 1% state tax
1.1.11 <u>Annexation *</u>	\$5,850.00
Annexation Fiscal Impact Analysis	\$1,550.00
<i>plus actual cost of City approved consultant fee</i>	
Modification to Annexation Agreement	\$4,150.00
1.1.12 <u>Appeals Fees *</u>	
Appeals to Board of Adjustment	\$500.00 \$1,500.00
Appeals to City Council	\$500.00 \$1,500.00
Appeals to Historic Preservation Board	\$500.00 \$1,500.00
Appeals to Planning Commission	\$500.00 \$1,500.00
1.1.13 TDR – Development Credit Determination	\$100.00
1.1.14 Zoning Letters	\$50.00
1.1.15 Nonconforming/Noncomplying Determinations	\$100.00
1.1.16 <u>Refund of Withdrawn Planning Applications</u>	
In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.	
1.1.17 <u>Reactivation Fee</u>	
For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed	

1.1.186 Attorney or Other Professional Services
Reimbursement for actual expense incurred

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation	Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)
\$1.00 and up	4/5 of 1% (.80%) of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, ~~identical plans~~ means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit
Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee \$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00
Liquefied Petroleum Gases (heaters and devices) each additional unit	\$11.00
Liquefied Petroleum Gases on an active construction site (125+ gal)	\$130.00
Places of Assembly	\$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00

\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee

\$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2,000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
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\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up $\frac{3}{4}$ of 1% (.75%) of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

* Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 ENGINEERING FEES

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2015).

2.2.1.1 Single Family Residential

Meter Size	Base Rate	Meter Price
3/4"	\$44.95	\$713.11
1 "	\$60.68	\$819.60
1.5"	\$71.96	\$1,166.04

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	Base Rate	Meter Price
3/4"	\$58.44	\$713.11
1"	\$98.88	\$819.60

1.5"	\$211.22	\$1,166.04
2 "	\$440.48	\$2,062.49
3"	\$1,146.23	\$2,439.94
4"	\$2,081.13	\$4,251.70
6"	\$3,923.02	\$6,614.79
8"	\$6,755.78	\$9,934.99

2.2.1.3 Irrigation

Meter Size	Base Rate	Meter Price
3/4"	\$64.28	\$713.11
1"	\$108.77	\$819.60
1.5"	\$232.34	\$1,166.04
2"	\$484.52	\$2,062.49
3"	\$1,260.85	\$2,439.94
4"	\$2,289.24	\$2,451.70
6"	\$4,315.32	\$6,614.79

2.2.1.4 Construction Base Rate: \$261.23

2.2.1.5 Indigent Base Rate: \$3.84

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$5.60	\$8.98	\$9.44	\$12.24	\$14.59	\$25.50
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$6.63	\$8.98	\$14.59	\$22.47
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
--	---------	---------

Price per 1,000 gallons	\$7.87	\$12.19
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$8.98	\$14.59
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$10.56 per 1,000 gallons

2.2.2.6 Indigent

The Indigent Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

The City will honor the rates as they are set by a Council approved contract.

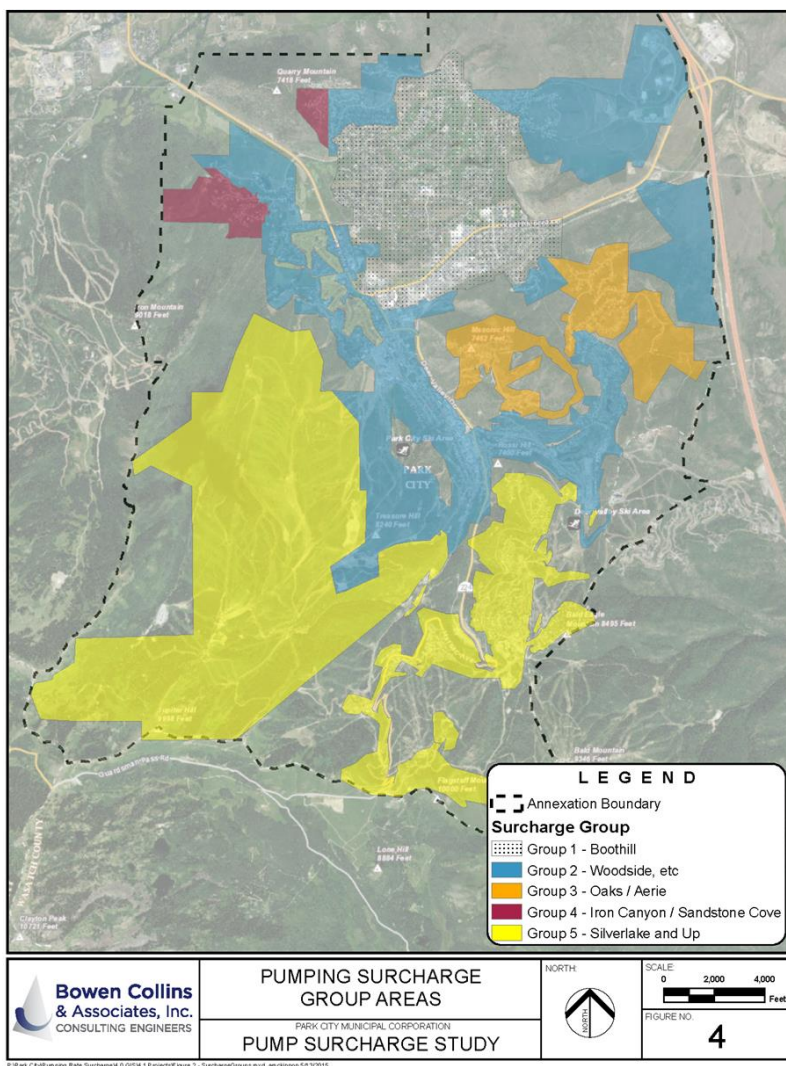
2.2.3 Energy Surcharge (For all water billed on or after July 1, 2015). All water billed under 2.2.2, except for paragraph 2.2.2.7 contract rates, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,

		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7, 34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.28	\$0.28
2	\$0.53	\$0.40	\$0.93
3	\$1.19	\$0.56	\$1.75
4	\$1.59	\$0.66	\$2.25
5	\$2.30	\$0.83	\$3.13

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE \$100.00

2.5 WATER METER TESTING FEE \$100.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

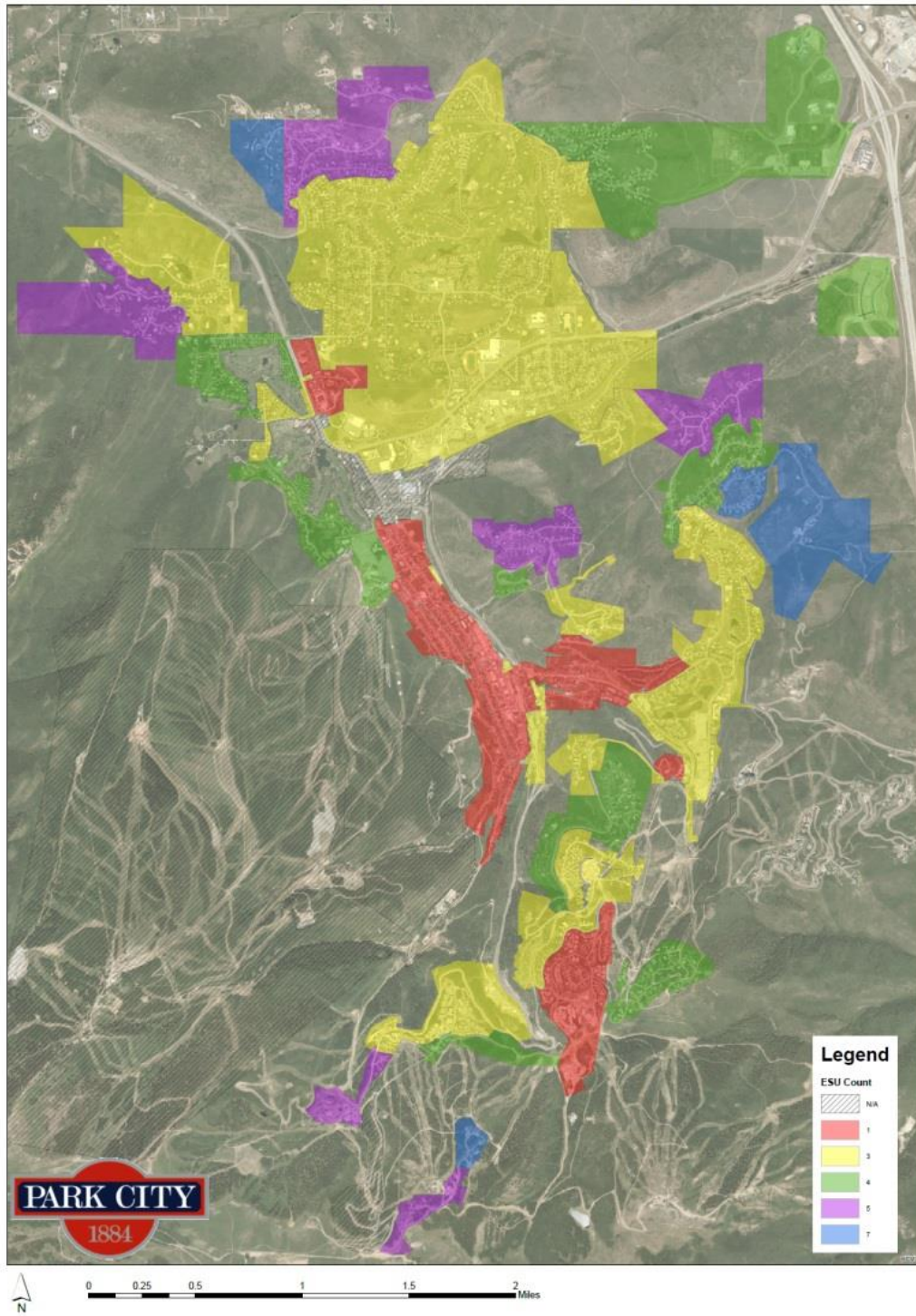
2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU \$3.75

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called in order to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day	-	-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom	-	-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.	-	-	\$22.00	\$149.00	License

Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Ware-house	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$149.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License

4.2.1. Type 1 Convention Sales and Hospitality Licenses \$149.00

A fee of \$149.00 will be charged for each additional vendor or business listed on an umbrella application

4.2.2 Type 2 Convention Sales and Hospitality Licenses \$372.00

(effective during the Sundance Film Festival). A fee of \$372.00 will be charged for each vendor or business on an umbrella application.

4.3 Beer and Liquor Licensing Fee. \$100.00 per license

4.4 Solicitors Licensing Fee. \$75.00 annually for each person licensed as a solicitor, except that any business which has already paid its solicitation fee of \$75.00 shall pay \$10.00 annually for every additional solicitor.

4.5 Outdoor Sales

- \$5.00 In addition to the regularly issued business license for that business.
- \$4.00 In addition to the regularly issued business license for that business if business is a member of merchant's association organizing the outdoor sale.
- \$50.00 Seasonal plants, Christmas trees or landscaping materials for a maximum period of 8 weeks per year.

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

- \$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.
- \$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.
- \$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

- \$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.
- \$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

- \$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

- \$20.00 Per vehicle, per impound (also see Section 7.7).

5.5 Contract Law Enforcement Services

- | | |
|---|----------|
| Police Officer (per employee, per hour - four hour minimum) | \$75.00 |
| Holiday (per employee, per hour - four hour minimum) | \$165.00 |

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page. Double-sided copies shall be charged as two pages.

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the pay-and-display meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$40.00 after 14 days;

\$60.00 after 30 days;

\$80.00 after 60 days

More than five (>5) violations per registered owner(s):

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days

\$80.00 after 30 days

\$100.00 after 60 days

7.2 Fines for mobility disabled space violations are as follows:

\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;
\$190.00 after 30 days;
\$210.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;
\$190.00 after 30 days;
\$210.00 after 60 days

B. Fines for all other special event parking violations. \$75.00 from the date of the violation until fourteen (14) days following the violation.

\$95.00 after 14 days;
\$115.00 after 30 days;
\$135.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows: \$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;
\$70.00 after 30 days;
\$90.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):
\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days;
\$80.00 after 30 days;
\$100.00 after 60 days;

7.5 Fines for all other parking violations are as follows:

\$30.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;
\$70.00 after 30 days;
\$90.00 after 60 days

More than five (>5) violations per registered owner(s):
\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70.00 after 14 days;
\$90.00 after 30 days;
\$110.00 after 60 days;

7.6 Parking Permits.

China Bridge Parking Permits – Employee Permit: A parking permit is available to Main Street employees for the China Bridge Parking for covered areas. The permit is not valid after 6:00 p.m. on both Friday and Saturday or during major events. Alternative parking areas may be provided for these events. The cost is \$150.00 annually, \$100.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$100.00 subject to approval by the Parking Manager. Verification of employment at a Main Street business is required to purchase this permit.

Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$300.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$50.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9 th St):	Daily rate of \$16.00 per space
Swede Alley:	Daily rate of \$12.00 per space
Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month
Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Meter rates are as follows:

For Main Street and the Brew Pub lot: \$1.50 per hour up to a three hour limit. Metered parked hours are 11:00 a.m. -11:00 p.m. daily. Minimum purchase is 20 minutes with coin, parking

card, and tokens. No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

7.12 In-car meter devices:

Free with purchase of \$50.00 or more of prepaid parking time. In-car meter and prepaid card parking time is available to residents at a 46.67% discount equivalent to \$0.80 per hour.

7.13 Tokens are available for sale as follows:

Up to 50 tokens:	\$0.50 each
50-299 tokens:	\$0.40 each (20% discount)
300 or more tokens:	\$0.35 each (35% discount)

Large purchases subject to Parking Manager approval and are limited to Main Street business license holders.

7.14 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.11 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities

- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published in the Recreation Services annual brochure (PLAY Magazine). In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

8.3.5 Discounting Fees: The Recreation Services Manager may, at his or her discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Services Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00 70.00	\$100.00 90.00
Senior & Military 10 Punch	\$60.00	\$70.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis & Pickleball Court Charges

	<u>Hourly Court Fees</u>	
	Indoor	Outdoor
Resident rate	\$28.00 26.00	\$12.00 10.00
Visitor rate	\$40.00 36.00	\$16.00 12.00

Pickleball ~~Outdoor Court Time~~ Passes

1 month	\$65.00 60.00
3 month	\$180 164.00
6 month	\$288.00

~~Lesson / Clinic:~~

Private Lesson 1 Hour	\$64.00
Add'l Player	\$ 4.00
½ hour Private	\$40.00
Add'l player	\$ 4.00
Clinic	\$12.00 per player (min. of 4 players)

Other Tennis & Pickleball Fees

Private Lesson 1 hour	\$78 74.00
Private Lesson 1/2 hour	\$42 40.00
Semi Private Lesson 1 hour (Per person)	\$41 39.00
Group of 3 (Per person)	\$30 28.00
Group of 4 (Per person)	\$25 22.00
Clinic drop-in fee 1 hr	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Clinic drop-in fee 2 hours	\$34.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Daily Drop In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$5.00

Adult	\$87.00	\$1210.00
Senior 70+ & Military	\$6.00	\$7.00
Fitness Classes	\$109.00	\$1512.00
Senior/Military Fitness Classes	\$8.00	\$9.00

Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$4340.00	\$2220.00	\$6560.00
3 Month	\$120110.00	\$6050.00	\$180160.00
6 Month	\$222192.00	\$10880.00	\$330272.00
12 Month	\$408345.00	\$192144.00	\$600489.00

Senior 70+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$3836.00	\$2220.00	\$6056.00
3 Month	\$10799.00	\$6050.00	\$167149.00
6 Month	\$196173.00	\$10880.00	\$304253.00
12 Month	\$358310.00	\$192144.00	\$550454.00

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$7772.00	\$3835.00	\$115107.00
3 Month	\$231216.00	\$10890.00	\$339306.00
6 Month	\$372328.00	\$182144.00	\$554472.00
12 Month	\$681590.00	\$325260.00	\$1,006850.00

Senior 70+ & Military Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$7065.00	\$3835.00	\$108100.00
3 Month	\$210194.00	\$10890.00	\$318284.00
6 Month	\$335295.00	\$182144.00	\$517439.00
12 Month	\$613531.00	\$325260.00	\$938791.00

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	

Non Athletic

\$1,400.00

Fitness Studios

\$65.00 (for profit)
\$35.00 (non-profit)

\$125.00 (for profit)
\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$ 10090 .00
1 Month Visitor Pass	\$ 10090 .00
Child Care Per Hr.	\$ 4.00
Personal Training 1 Hour	\$ 50.00
Personal Training Punch Card (12 visits)	\$500.00
Couple Personal Training Punch Card (12 visits)	\$699.00
Birthday Party	\$150.00
Party Room per hour	\$ 50.00

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September

Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1050.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$300.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$3634 .00
Resident 18 Hole with Cart	\$5149 .00
Utah Resident 18 Hold	\$4645 .00
Utah Resident 18 Hole with Cart	\$6160 .00
Non-Resident 18 Hole	\$5247 .00
Non-Resident 18 Hole with Cart	\$6762 .00
Resident 9 Hole	\$17.00
Resident 9 Hole with Cart	\$24.50
Non-Resident 9 Hole	\$23.50
Non-Resident 9 Hole with Cart	\$31.00
Resident Off-Season 18 Hole	\$26.00
Non-Resident Off-Season 18 Hole	\$30.00
Small Range Bucket	\$4.00
Large Range Bucket	\$8.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users. The Library also charges fines for materials that are overdue.

Non-Resident Card Fees

Household Family membership	\$40.00 per year
Non-City Limits Visitor (6 months) Temporary membership (90 days)	\$20.00 plus
Students residing in Summit County (ages 5-18)	Free
Wasatch County Student Cards	\$15.00 per year
Organization card - non-profit	\$45.00 per year
Organization card - for-profit	\$55.00 per year
Interlibrary Loans	\$1.00 charge per item

Late Fees

<u>Items</u>	<u>Fines</u>
Books, Audio Books, Maps, and Music CDs	\$0.10/day (\$5.00 Max)
Video and ,DVDs, magazines	\$0.10/day (\$5.00 Max)
Rapid Readers	\$1.00/day (\$10.00 Max)
YouCreate Lab Audiovisual Equipment	\$10.00/day
Lost or Damaged Items	Replacement cost plus a \$5.00 processing fee
Lost Library Cards	\$2.00

Outstanding fines may be waived at the discretion of the Library Director in exchange for food, as specified in the adopted "Food for Fines" Policy (Approved 4/9/2014 Park City Library Board)

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$480.00	\$480.00
Removal of infant for interment		

outside cemetery	\$360.00	\$360.00
Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including		
Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 6050 .00	\$ 85.00
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows.

Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.

Group 2: Activities during ~~Library~~ hours which are open for public participation but charge a fee for entry or activities which are closed to the public.

Groups ~~3-4~~: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees

Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3-4	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during	\$20/hour, \$40

					library hours)	minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	Unavailable \$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

1. ~~In-house Projection & PA System rental per event: Free with training prior to rental.~~
2. ~~Projection booth rental per event: \$500 (\$250 for Non-Profits), pre-approved independent projectionist is required and is paid directly. For a list of pre-approved projectionists, please contact the library.~~

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = 6-17 year olds; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public skate – youth	\$6.00	\$10.00
Public skate – adult	\$6.50	\$10.50
Cheap Skate (includes skate rental)	\$6.00	\$9.50
Group Rates (20+) includes admission s & skate s rental	\$7.00	\$11.00
School Rate – includes skate rental	\$6.00	N/A \$10.00
Skate rental	\$3.50	\$3.50
Drop-in hockey - youth	\$8.00	\$12.00
Drop-in hockey - adult	\$10.50	\$14.00
Coached Drop-in Hockey – adult	\$12.50	\$16.00

Coached Drop-in Hockey – youth	\$10.00	\$13.00
Coffee Club Drop-in Hockey	\$5.00	\$5.00
Drop-in Hockey – Goalie	\$5.00*	\$5.00*

*Goalies may play for free if they do not wish to pre-pay and if space is available during Stick & Puck if they are available for others to shoot on and not in a lesson. Goalies can play Drop-in program for free if there is space available. The respective Drop-in hockey fee applies if the goalie is in a lesson or would like to reserve their spot.

Drop-in Speed Skating – youth	\$8.00	\$12.00
Drop-in Speed Skating – adult	\$10.50	\$14.00
Freestyle-Youth	\$8.00	\$12.00
Freestyle-Adult	\$10.50	\$14.00
Drop-in Curling	\$12.50	\$16.00
Drop-in Broomball	\$10.50	\$14.00
Broomball Rental (individual)	\$3.50	\$3.50
Drop-in Skating Class	\$15.00	\$18.00
Off-ice Strength & Conditioning	\$11.50	\$14.00
Off- Ice Ballet	\$11.50	\$14.00
Skate Treadmill (does not include coach fee)	\$11.50	\$14.00
Visiting Coach Fee	\$16.00	\$16.00

10 Session Punch Cards

Punch cards are available for Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session. Cards are available for – \$0.50 off each session or \$5.00 off in total. Punch card fee is based on resident and non-resident status. No discount on Skate Sharpening or Coffee Club punch cards. Punch card fees are adjusted to reflect the admission of residents and non- residents. Punch cards are also available for skate sharpening and Coffee Club drop-in hockey program with no discount simply for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.

Admission Passes (10 admissions)

Public Skate – youth	\$55.00	\$95.00
Public Skate – adult	\$60.00	\$100.00
Drop-in Hockey – youth	\$75.00	\$115.00
Drop-in Hockey – adult	\$100.00	\$135.00
Drop-in Hockey – goalie	\$50.00	\$50.00
Coached Drop-in Hockey – youth	\$95.00	\$125.00
Coached Drop-in Hockey – adult	\$120.00	\$155.00
Coffee Club Drop-in Hockey	\$50.00	\$50.00
Freestyle – youth	\$75.00	\$115.00
Freestyle – adult	\$100.00	\$135.00
Drop-in Speed Skating – youth	\$75.00	\$115.00
Drop-in Speed Skating – adult	\$100.00	\$135.00
Off-ice conditioning – 10 punch	\$110.00	\$110.00
Drop-in Curling	\$120.00	\$155.00
Skate Rental	\$30.00	\$30.00

Skate Sharpening (Hockey- Overnight)	\$55.00	\$55.00
Skate Sharpening (Figure Skating- Overnight)	\$75.00	\$75.00
Skate Sharpening (Goalie- Overnight)	\$65.00	\$65.00

Internet Admissions Fees (discounted \$1.00 for registering on-line). Not all programs are available for pre-purchase online. Purchases need to be completed by 9:00 p.m. the day prior to the scheduled program. Sessions become available for purchase around the 15th of the month for the following month. Goalie fees are not discounted for pre-purchase online.

Drop-in Hockey - adult	\$9.50
Freestyle - youth	\$7.00
Off-Ice	\$10.50
Additional discount not provided on goalie punch card for sales online.	

Annual Passes

Platinum (Freestyle, Off- Ice, Public Skate, Skate Sharpening)	\$4,500
Silver (Freestyle)	\$3,400
Bronze (Public Skate):	
Family (Up to 4 family members)	\$550
Additional Family Member	\$50
Adult	\$260
Youth (6-17 year olds/Senior +55 years)	\$190

Hourly Ice

User Groups**/Employees	\$200.00
Locals / Businesses Local Non-Profits	\$215.00
For-profit	\$290.00

**User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Daily Facility Rental

The daily facility rental fee includes the use of the party rooms with the applicable hourly ice rate when eight or more hours of ice are rented in one day.

~~*User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).~~

Figure Skating Season Passes

Platinum (FS, S&C, PS, Sharpens)	\$4,500.00
Gold (FS, Ballet, S&C)	\$4,450.00
Silver (FS)	\$3,400.00
Bronze (Public Skate)	
Family (4)*	\$550.00
Additional Family Member	\$50.00 per person

Adult	\$260.00
Youth (6-17 year olds/Senior +55 years)	\$190.00

Birthday Parties

Basic Package	\$165.00 \$175
Super Star Birthday Package	\$265.00 \$300

Equipment (per hour)

Broomball	\$35.00 \$50
Curling	\$25.00 /hour/lane
Hockey (non-program rental)	\$10.00 /week
Dividers	\$25.00

Cleaning Fee

Rentals 1-50 people	\$25.00 /hour
Rentals 51-100 people	\$50.00 /hour
Rentals 101+ people	\$100.00 /hour

Skate Services

Punch cards available for overnight services only. Pre-payment is required for all skate sharpening, the punch card is product of convenience.

Hockey Skate Sharpening	
24 Hours	\$5.50
Same Day (up to 24 hours)	\$8.50
Punch Card (10 punch)	\$55.00
Goalie Skate Sharpening	
24 Hours	\$6.50
Same Day (up to 24 hours)	\$9.50
Punch Card (10 punch)	\$65.00
Figure Skate Sharpening	
24 Hours	\$7.50
Same Day (up to 24 hours)	\$10.50
Punch Card (10 punch)	\$75.00
Competitive Figure Skate Sharpening	
24 Hours	\$10.50
Same Day (up to 24 hours)	\$13.50
Punch Card (10 Punch)	\$110.00
Custom Radius	\$20.00
Figure Skate Sealing	\$30.00
Rivets Replacements	\$2.00 (ea.)
Blade Holder Replacements	Varies with skate and blade type
Figure Skate Blade Mounting (per pair)	\$25.00
Heat/Oven	\$10.00
Skate Fitting (without purchase)	\$20.00

Room Rental

Multi-purpose Rooms	\$40.00/hr. (per room)
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~~User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.~~

Locker Rental (Annual Fee)

Regular Locker
Large Locker

First Floor

\$180.~~00~~
\$210.~~00~~

Second Floor

\$130.~~00~~
\$160.~~00~~

Gate Fees

The Park city Ice Arena will take 25% of any gate fees collected for an event.

Vendor Fees

The Park City Ice Arena will charge a flat fee of \$50.00/day for any food, beverage or merchandise sold. Vendors are not permitted to sell products that are sold by the Park City Ice Arena.

Advertising Fees and Sponsorship Fees

Dasher Board Ads	\$800. 00 -\$1,600. 00 (depending on location)
In Ice Ads \$25/sq. foot	\$2,000. 00
Speed Skating Pad Pockets	\$150. 00
Wall Banners	\$2,500. 00
Glass Decals	\$400. 00
Program Sponsorship	Varies by program
Information Screen	\$150/month. 00 (per month)
Scoreboard Screen	\$150/month. 00 (per month) / \$1,500/year. 00

(~~per year~~)

Note: All user groups will receive a free dasher board ad on the east side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

~~9.3. Fees for Non-Recreational Activities at the Ice Arena Facility: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.~~

~~The Park City Ice Arena is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.~~

9.54. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases

will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.45. Discounting Fees: The Ice Arena Manager may discount fees when:

1. Offering special promotions designed to increase use.
2. Trying to fill non-prime time.
3. Introducing new programs or activities.
4. Playing conditions are below standard due to weather or facility disrepair.

9.56. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties and submit an application. Program fees may be reduced up to 75% for a qualifying child. Each child may receive up to \$350 in reduced fees per fiscal year. Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.76 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District.

					FULL COMPLEX RATES	
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200 100	\$100 75	\$50 40	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50 40		
PCHS SB	\$375	\$100	\$75	\$50 40		
PCHS LL	\$375	\$100	\$75	\$50 40	\$800	\$575
North 40 North	\$375	\$250 200	\$100 75	\$50 40		
North 40 South	\$375	\$250 200	\$100 75	\$50 40	\$500	\$350
City Park	\$375	\$250	\$100 75	\$50 40	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMIS	\$375	\$100	\$75	\$50 40	\$675	\$450

Stakeholder Fee						\$200 per team per season youth
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Non-exclusive Commercial Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$5045.00/hr. NonRes
	\$120.00/day Res	\$200180.00/day NonRes
(2 courts)	\$200.00/day Res	\$300288.00/day NonRes
Stakeholder Fee	\$300.00/team/season - adult	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$9575.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$200.00 per field	
Lights - PCSC & City Park	\$20.00 per hr.	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity.

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$53.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$93.25
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	\$648.70
	Street Banner Installation-every other Main	\$486.55
	Street Banner Installation-every 3rd	\$324.35
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	\$1,431.00
	(Includes state permit, barricades and signage, required during install and takedown)	
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	\$47.70
	Pavilion Cleaning	\$157.95
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	\$6.75
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00

Holiday (per employee, per hour - four hour minimum)	\$165.00
Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
Mobile Command Trailer (each additional day)	\$100.00

10.9 Parking Reservation Fees (Parking Department)

Application Fee	\$22.25
Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
Swede Alley Parking Space (per space, per day)	\$13.25

10.10 Barricades (cost per barricade)

Crowd Control Barricades	\$5.90
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Street Barricades	\$1.40
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10.11 Dumpsters

8 Yard (delivery + haul off fee)	\$210.00
30 yard (delivery + haul off fee)	\$210.00
Landfill fee for 30 yard dumpster (per ton)	\$23.00

10.12 Streets Equipment and Materials

Equipment

(2 hour min. - billable rate is portal to portal,
cost includes operator, fuel, maintenance)

Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35
Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05
Portable Electronic Sign/ message board (per day)	\$151.20

10.13 Materials

Salt (per ton)	\$39.95
Road base (per ton)	\$13.50
Sand (per ton)	\$13.50
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee,

per hour, during regular business hours)

Parks Dept.	\$23.30
(PCMC employee - Seasonal Parks III –non-benefited)	

Streets Department (Streets III employee)	\$30.25
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	\$28.00

10.9 Special Event Application Fee (Processing and Analysis)

Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day
Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON- PROFIT	OUT OF AREA NON- PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants

Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.



DATE: June 8, 2017

TO HONORABLE MAYOR AND COUNCIL

As the Mountain Accord process moved from the visioning phase to an implementation phase, the formation of the Central Wasatch Commission, as a separate legal entity and political subdivision of the State of Utah, has been recommended to provide better adherence and accountability with State governance rules and regulations.

- In September 2016, City Council signed a Central Wasatch Commission Interlocal agreement to affect these aspects of the above governance transition.
- Subsequently, the interlocal was deemed unacceptable to other parties and minor changes were made to appease those parties – for example, adding a Salt Lake County Council seat and requirements for additional legislative body participating and consent (in our case Council).
- PCMC has been a member of the Mountain Accord since 2014.
- The Mountain Accord was not a separate, legal entity. Instead, the Accord functioned as a collaborative venture by those who signed.
- PCMC has been asked to sign the new Assignment Interlocal Agreement, which once again codifies the transition from collaborative venture to independent legal entity.
- No additional financial commitments are included by signing this transitional agreement beyond existing commitments.
- Similar to the 2016 Interlocal that was approved by Council, 11 other entities are also being asked to sign the new assignment ILA, such as Summit County, Town of Alta, Metropolitan Water District of Salt Lake & Sandy, etc., etc.
- [Mountain Accord Website](#)
- [Central Wasatch Commission Information](#)
- Staff continues to work on the I-80 Alternatives Analysis with Summit County.

Respectfully:

Matt Dias, Asst City Manager



City Council Staff Report

Subject: Central Wasatch Commission Update & Interlocal Agreements

Author: Matthew Dias

Department: Executive

Date: 6/2/2017

Type of Item: Contract – Interlocal Agreement

Summary Recommendation

Review the proposed agreement, conduct a public hearing, and approve the newly updated Central Wasatch Commission 2017 Assignment Interlocal Agreement.

Executive Summary

- As the Mountain Accord process moved from the visioning phase to an implementation phase, the formation of the Central Wasatch Commission, as a separate legal entity and political subdivision of the State of Utah, has been recommended to provide better adherence and accountability with State governance rules and regulations.
- In September 2016, City Council signed a Central Wasatch Commission Interlocal agreement to affect these aspects of the above governance transition.
- Subsequently, the interlocal was deemed unacceptable to other parties and minor changes were made to appease those parties – for example, adding a Salt Lake County Council seat and requirements for additional legislative body participating and consent (in our case the City Council).
- PCMC has been a member of the Mountain Accord since 2014.
- The Mountain Accord was not a separate, legal entity. Instead, the Accord functioned as a collaborative venture by those who signed.
- PCMC has been asked to sign the new Assignment Interlocal Agreement, which once again codifies the transition from collaborative venture to independent legal entity.
- No additional financial commitments are included by signing this transitional agreement beyond existing commitments.
- Similar to the 2016 Interlocal that was approved by Council, 11 other entities are also being asked to sign the new assignment ILA, such as Summit County, Town of Alta, Metropolitan Water District of Salt Lake & Sandy, etc., etc.
- [Mountain Accord Website](#)
- [Central Wasatch Commission Information](#)

Acronyms

PCMC	Park City Municipal Corporation
CWC	Central Wasatch Commission
ILA	Interlocal Agreement

The Problem

In September 2016, City Council signed a Central Wasatch Commission Interlocal agreement to affect a governance transition from a collaborative venture to an independent legal entity. The interlocal was deemed unacceptable to another party to the agreement and minor changes were made as a result – for example, adding a Salt Lake County Council seat and requirements for additional legislative body participating and consent (in our case the City Council).

There are two Central Wasatch Commission governing documents for your review and consideration:

- **CWC Formation ILA – no action necessary (Attachment A). For review only.** In general, the CWC formation ILA is an overarching governing document that was been signed by the four (4) originating members and sent to the Utah Lieutenant Governor for certification and approval:
 1. Sandy
 2. Cottonwood Heights
 3. Salt Lake City
 4. Salt Lake County
- **CWC New Assignment ILA – requires Council direction/action (Attachment B).** In general, the purpose of the CWC Assignment ILA is to implement the actions that were envisioned in the Mountain Accord, signed in August 2015. Specific objectives include:
 1. engage the public, collaborate with stakeholders;
 2. transportation solutions focused on transit, walking, biking;
 3. visitor amenities, trails, and canyon stewardship; and
 4. watershed protection.

Background

- The Mountain Accord was established in February 2014 to “benefit current and future generations by establishing an integrated, comprehensive, landscape scale framework for the future of the Central Wasatch Mountains.”
- “The Accord agreement, signed in August 2015, is the consensus position of the Executive Board members and over 150 signatories.”

2013	Early 2014	Late 2014	Early 2015	August 2015
20+ key elected officials and stakeholders convened	Mountain Accord Publically Launched	Identified Existing Conditions, Future Trendlines, & Idealized Systems	5,000+ member of the public weigh in on a proposed Blueprint	Signed Accord – Land Mark Consensus

- Though the Accord brought together disparate interests in a collaborative manner to plan a more sustainable plan for the preservation of the Central Wasatch mountains, it was not a public body nor was it a government entity.
 - Neither the Program Charter nor the Accord was legally binding documents.

- Funds were contributed and allocated to projects through Interlocal Agreements (legally binding) among the local governments represented on the Executive Board.
- Moving to the Central Wasatch Commission (CWC) will hopefully provide more transparency and alignment with other boards and commission governed by the State of Utah. See FACT SHEET
 - The CWC is being proposed as an interlocal agency and a political subdivision of the State of Utah.
 - The CWC will hopefully formalize collaboration and streamline decision-making among the multiple jurisdictions with authorities in the Central Wasatch Mountains. The area of focus is between I-80 and the Salt Lake County line south of Little Cottonwood Canyon.
 - CWC and Stakeholder Council meetings will be open to the public and will comply with the Utah Open Meetings Act, as outlined in the draft Interlocal Agreements.
- Per previous Council direction, Councilmember Andy Beerman is the Park City and “Wasatch Back” representative.
- Today, PCMC and Summit County are in the process of formulating and evaluating alternatives as part of the Alternatives Analysis (I-80) funded by Mountain Accord. This evaluates not only different types of modes, but also alignments within the study area which includes SR 224 from Kimball to Kearns.
 - PCMC believes 3 conceptual alignments that will be shared with the Council and public at an open house in early July.
 - Preliminary environmental and community impacts, and conversely, benefits (both quantitative and qualitative) will also be presented to the community.
 - Following the workshop, the team will consider the pros and cons of each alternative, evaluate them for consistency with the Purpose and Need, and consider public input.
 - Ultimately, the project will arrive at a recommendation for a Locally Preferred Alternative. This is important because it can save time and money by expediting project development by allowing the lead agency to apply for Federal Capital Investment Program Funding.

<u>Date</u>	<u>Item</u>
September 15, 2016	<u>Central Wasatch Commission ILA Staff Report Approval</u>

Alternatives for City Council to Consider

1. **Recommended Alternative:** Review and approve the new CWC Assignment ILA
 - Pros
 - a. Council has already approved, in principle, a very similar ILA in September 2016.
 - b. The new ILA will make the CWC subject to State governance regulations, such as subject to Open Meeting Act and accounting and budgeting standards.

- c. The new ILA, if signed, continues the collaborative work of the Mountain Accord, of which, PCMC has previously expressed financial support.
- d. Programing such as the I-80/SR 224 study would continue without interruption.

Cons

2. Null Alternative: Same as Not Approve; PCMC Declines Further Participation

Pros

- a. PCMC would save approximately \$200,000.
- b. Staff resources could be redirected towards other, more local programming.

Cons

- a. The I-80 project could be put in jeopardy due to the lack of funding.
- b. PCMC would save approximately \$200,000.
- c. Staff resources could be redirected towards other, more local programming.
- d. Pulling our support could impact PCMC's relationship with other Wasatch Front cities/towns

Department Review

Executive, Budget

Funding Source

Already approved funding for this program is being paid out of the Transit Department.

Attachments

- A CWC Formation ILA_Aproved_May 7 2017
- B CWC Assignment ILA Agreement_2017
- C CWC Assignment ILA Agreement_Redlines Comparing 2016 version vrs. 2017 version

CENTRAL WASATCH COMMISSION

INTERLOCAL AGREEMENT

This Interlocal Agreement dated as of _____, 2017 (this "Agreement") is entered into by and among the parties hereto (the "Members") pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act").

WITNESSETH:

WHEREAS, the Act provides that two or more public agencies may agree to create a separate legal or administrative entity to accomplish the purpose of their joint or cooperative action, and the Act further provides that one or more public agencies may contract with each other or with a separate legal entity created pursuant to the Act to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, each of the Members is a "public agency" as defined in the Act and desires to be part of a separate legal entity and political subdivision of the State of Utah to be known as the "Central Wasatch Commission" (the "Commission") to accomplish the purpose of their joint and cooperative action and to vest in the Commission certain powers set forth in the Act and certain powers possessed by each of the Members; and

WHEREAS, many or all of the Members signed the Mountain Accord document (the "Accord") effective July 13, 2015, which is a foundational document that identifies a suite of actions that are recommended to be implemented, in coordination with and subject to local jurisdictional authority, to ensure that future generations can enjoy the activities provided by the Central Wasatch Mountains, while preserving our watershed and natural environments; and

WHEREAS, the Members intend to continue the Accord's robust, collaborative process that builds consensus to provide for the long-term protection of the Central Wasatch Mountains' water, lands, environment, recreational opportunities, economic prosperity, and a transportation system that serves these values; and

WHEREAS, Member Salt Lake City has a major interest in the watershed of the Wasatch Mountains, Member Salt Lake County encompasses the Central Wasatch Canyons, Member Sandy City is adjacent to Little Cottonwood Canyon, and Member Cottonwood Heights is adjacent to both Big Cottonwood Canyon and Little Cottonwood Canyon; and

WHEREAS, the Members are willing and desire to implement the Accord in coordination with and subject to local jurisdictional authority; and

WHEREAS, pursuant to the Act, the Members desire to form and be part of the Commission in order to implement the Accord in coordination with and subject to local jurisdictional authority; and

WHEREAS, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the "State") to cause this Agreement to be the legal, valid and binding agreement of each of the Members and to cause the Commission to be duly constituted

and created as a separate legal entity and political subdivision of the State have been observed and taken:

NOW, THEREFORE, the Members agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide for the creation of the Commission and to vest in the Commission the power and authority outlined herein to enable the Commission to accomplish and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission in coordination with and subject to local jurisdictional authority.

ARTICLE II

EFFECTIVE DATE AND TERM

This Agreement, having been approved by a resolution adopted by the governing body of each of the Members, filed in the official records of each of the Members and having been approved by a duly authorized attorney or attorneys for each of the Members, shall be effective on and as of the date first written above and, subject to earlier termination pursuant to Article IX, shall be effective for a term of fifty (50) years from such date.

ARTICLE III

CREATION OF THE COMMISSION

Pursuant to the provisions of the Act, the Members hereby create the Commission as a separate legal entity and political subdivision of the State to accomplish the purpose of their joint and cooperative undertaking.

ARTICLE IV

DEFINITIONS

In addition to other capitalized terms defined elsewhere in this Agreement, the following words or phrases shall have the following meanings:

- A. "Accord" means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A," which is further described in the above recitals.
- C. "Board" means the governing body of the Commission.
- D. "Commission" means the Central Wasatch Commission Interlocal entity formed by this Agreement.
- E. "Commissioner" means a member of the Board.

- F. **"Member"** means a member of the Commission who is signatory to this Agreement.
- G. **"Member Commissioner"** means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.
- H. **"Mountain Accord"** means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.
- I. **"Appointed Commissioner"** means a Commissioner appointed pursuant to the process provided in Article V. B. (2) who does not represent a specific Member.
- J. **"Project Study Area"** means the geographical study area of focus of the Commission, which is the area commonly referred to as the Mountainous Planning District, and the area of Summit County that is located Westerly of US 40 and Southerly of I-80. As used in this Agreement, "Project Study Area" means the same as "Project Area". (See Exhibit B, a Map of the "Project Study Area".)
- K. **"Mountain Accord Stakeholder Council" or "Council"** means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.
- L. **"Stakeholders"** are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

ARTICLE V

ORGANIZATION

A. **Members.** The Commission is initially comprised of the Members that are signatory to this Agreement. Additional Members may be added to the Commission pursuant to the process provided in Article V.B.(3). To become a Member, the governing body of each proposed additional Member must also approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

B. **Board.**

(1) **Appointments of Member Commissioners.**

(a) The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Member shall appoint an elected public official from their respective entity to serve as a Commissioner.

(b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.

(2) Appointed Commissioners. Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board pursuant to the process provided in Article V.B.(3) as follows.

(a) The Members shall appoint a Commissioner to represent the interests of the portion of the Project Area located to the East of the Wasatch Range (ie., the so-called "Wasatch Back"). Park City and Summit County may jointly nominate an elected or appointed public official for appointment by the Board for this Appointed Commissioner.

(b) The Members shall appoint a Commissioner to represent the interests of the Utah Department of Transportation.

(3) Procedure for Approving Additional Members and Appointed Commissioners.

(a) The appointment of any additional Member or Appointed Commissioner requires:

(i) A majority vote of all Commissioners then serving on the Board;
and

(ii) Approval by the legislative body of each of the Members.

(4) Tenure. Each Commissioner shall serve until his or her tenure as an elected or appointed public official (as applicable) terminates, until his or her successor is duly appointed by the sponsoring Member or the Board (as applicable), or until his or her sponsoring Member (if any) withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Commissioner whose vacancy is being filled.

(5) Compensation and Expenses of Commissioners. Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates established by the State of Utah, Division of Finance.

(6) Open Meetings Act. Board meetings are subject to the Utah Open and Public Meetings Act.

C. Officers. Bi-annually, the Commissioners shall elect from their membership a Chair, a Co-Chair, a Secretary and a Treasurer.

D. Voting.

(1) A Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Commissioner may send a non-voting designee to Commission meetings for the purpose of gathering information for and expressing the viewpoint

of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Utah Open and Public Meetings Act.

(2) All actions of the Commission require approval of at least a majority vote of all Commissioners then serving on the Board.

ARTICLE VI

OBJECTIVES AND POWERS

A. Commission Objectives.

(1) To implement the Accord, in coordination with and subject to local jurisdictional authority, the Commission shall pursue the following objectives:

(a) Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.

(b) Engage the public and collaborate with Stakeholders concerning the objectives of the Accord.

(c) Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.

(d) Plan and implement visitor amenities, trails, and canyon stewardship.

(e) Conserve and protect watershed and stewardship of natural resources.

(f) Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

(2) In carrying out its objectives, the Commission shall consider the following aims for the Project Area:

(a) A natural ecosystem that is conserved protected and restored such that it is healthy, functional, and resilient for current and future generations.

(b) A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

(c) A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional transportation network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land-use objectives; and is compatible with the unique environmental characteristics of the Project Area.

(d) Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

B. Commission Powers. The Commission shall have all powers granted by this Agreement, which are as follows:

(1) To contract generally as approved by the Board, including contracts with public and private entities for any purpose necessary or desirable for dealing with affairs of mutual concern, and to accept all funds, services and other assistance resulting therefrom.

(2) To acquire real and personal property or an undivided, fractional, or other interest in real and personal property, necessary or convenient for the purposes of the Commission.

(3) To acquire, hold, utilize, spend, or dispose of its real and personal property, contributions, grants, and donations of real and personal property, funds, services, and other forms of assistance from persons, firms, corporation, and other private or governmental entities for projects or activities benefitting the Commission's objectives and the public interest.

(4) To act as an agency to receive and disburse federal and state grants, other grants; loans from Members, or funds from private organizations for all Board-approved planning and development programs and projects which are specifically intended to accomplish the Commission's purposes and objectives.

(5) To hire and discharge a staff, including appointing an executive director, administrator and consultants, and to employ and discharge such other persons as the Board deems appropriate for the proper administration of the Commission. The Board shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of such persons.

(6) To transfer and accept the transfer of contracts and inter-local agreements by and between Stakeholders, vendors, contractors and public agencies.

(7) To adopt, amend and repeal bylaws, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Act or this Agreement.

(8) To provide for insurance, including self-insurance, of any property or operations of the Commission or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard.

(9) To sue or be sued.

(10) To levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission. Such fees or charges shall comply with State law requirements and limitations.

(11) To invest funds as permitted by law.

(12) To issue bonds, notes or other obligations for the purposes for which the Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance

may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions. No bonds, notes or obligations of the Commission will be a debt of a Member without the approval of the legislative body of such Member. The legislative body of any Member that imposes a tax, fee, or other revenue stream that secures a bond issued by the Commission must approve the bond.

C. Limitations on Commission Powers. Notwithstanding anything to the contrary in this Agreement:

(1) The Commission has no authority to, nor does it, supplant any powers of its Members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions; nor does the Commission have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.

(2) The Commission may not limit or otherwise affect a municipality's authority with respect to development on land within the jurisdiction of the municipality or to protect its watershed through extraterritorial jurisdiction.

(3) The Commission may not limit or otherwise affect a county's authority with respect to the development on land within the jurisdiction of the county.

(4) The Commission may not limit or otherwise affect the taxing authority or tax revenues of any governmental entity.

(5) The Commission may not impose a fee or other revenue stream unless the fee or other revenue stream is approved by the legislative body of each Member.

(6) The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.

(7) The Commission may not exercise the powers set forth in sections (B)(2), (B)(9) or (B)(10) of this Article VI without first notifying the legislative body of each Member.

ARTICLE VII

THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

A. Organization. The Board shall empanel an advisory body to the Board known as the "Mountain Accord Stakeholders Council," which shall include 28-35 Stakeholders.

(1) The Council shall be appointed by the Board.

(2) The Board shall appoint a Chair and a Vice-Chair of the Council, who shall serve two-year terms that expire on June 30, or until their successors are appointed.

(3) Council members will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council members will be assigned a two-year term by the Chair. Those receiving two-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after

their appointment so that every two years approximately half of the Council member slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.

(4) Council members may not receive compensation or benefits for their service on the Council.

(5) Council members may be removed by the Board for such cause as the Board deems appropriate.

B. Objectives of the Council.

(1) The Council is advisory to the Board.

(2) Council meetings are subject to the Utah Open and Public Meetings Act.

(3) The Council will meet as frequently as they choose; however, at least once a year they will meet in a public, noticed meeting of the Board to report on the Council's activities and future work.

(4) Commissioners may attend or may send a designee to participate in Council meetings.

(5) Council members are expected to attend Council meetings if at all possible.

(6) Council members may assist the Commission by communicating regularly with residents, interested parties, associations, networks and associates about Commission actions, projects, and Council meetings and work groups.

(7) Council members agree to:

(a) Support a consensus-based process for issues impacting the Project Study Area.

(b) Share information.

(c) Be collaborative and allow others to express their opinion and viewpoint.

(8) The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work and provide expertise and resources to inform the Commission's decision making.

(9) The Council may gather information, conduct fact-finding, counsel together, provide analysis, conduct feasibility studies, and otherwise collaborate with broader constituencies with interests in the Project Area in order to make suggestions, recommendations and proposals to the Board and the Commission's staff and consultants. The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work.

ARTICLE VIII

FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget.

The Board shall adopt annually a budget for the Commission for the next fiscal (July 1 - June 30) year which shall set forth in reasonable detail the Commission's revenues and receipts as well as its operating, capital and administrative expenses, together with such other information as shall be necessary or desirable in connection with the Commission's operations. The Board may revise and amend each annual budget during the course of that budget year to the extent necessary or desirable.

B. Voluntary Appropriations by the Members.

Pursuant to the Act and in addition to any contractual obligations that may be undertaken by any of the Members pursuant to a loan agreement, financing agreement or other agreement with the Commission, each of the Members may appropriate funds, supply tangible or intangible property and provide personnel and services to the Commission to the extent permitted by law to enable or assist the Commission in the accomplishment of its purposes.

C. Insurance.

(1) Each Member shall be solely responsible for providing (a) workers compensation coverage for its agents, representatives, officers, employees, or contractors as required by law, and (b) insurance, including self-insurance, in an amount at least equivalent to the governmental immunity limits prescribed by State law, to cover liability arising out of such Member's negligent acts or omissions under this Agreement.

(2) The Commission shall purchase insurance, independent of the insurance maintained by each Member, to provide protection for the Commission's operations including, but not limited to (a) insurance to cover the liability arising out of its negligent acts and or omissions, (b) worker's compensation insurance for its agents, representatives, officers, employees, or contractors, as required by law, and (c) directors and officers liability insurance.

ARTICLE IX

WITHDRAWAL, TERMINATION AND DISSOLUTION

A. Withdrawal.

(1) No Member that is a party to an existing obligation to the Commission may withdraw from the Commission while and so long as any obligations of the Commission are outstanding that are secured or payable, in whole or in part, from the amounts payable by such Member under any written agreement with the Commission.

(2) Any Member that is not a party to any written agreement with the Commission may withdraw as a Member of the Commission at any time without the consent of the Commission, provided that the withdrawing Member shall file notice of withdrawal with the Board at least 90 days before the intended effective date of withdrawal. Any withdrawn Member

shall remain obligated to the Commission for any liabilities imposed by law or that arose from facts or circumstances occurring during that Member's tenure on the Commission.

B. Termination. The Commission may terminate the membership of any Member that is not a party to any existing payment agreement with the Commission only upon the majority vote of all Commissioners then serving on the Board; provided that such Member shall have been given at least 60 days' prior written notice of the proposed termination and an appropriate opportunity to respond to the Board concerning the proposed termination. Any such termination shall be effective 90 days after the Board files with the governing body of such Member a certified copy of the Board's resolution effecting such termination.

C. Treatment of Contributions Upon Withdrawal or Termination. Upon withdrawal of any Member or termination of the membership of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Commission and no part thereof shall be refunded to the withdrawn or terminated Member.

D. Dissolution. Upon final payment and upon the complete performance or satisfaction of performance by the Commission and its Members of all contracts entered into in connection with work of the Commission, this Agreement shall terminate upon adoption of a resolution of the Board providing for such termination which is approved by the majority vote of all Commissioners then serving on the Board. Any remaining net assets of the Commission shall be distributed among the then Members pro rata based on prior contributions or upon such other basis as the Board shall determine to be fair and equitable at the time.

ARTICLE X

AMENDMENTS AND SUPPLEMENTS

A. Amendments. This Agreement may be amended from time to time upon the majority vote of all Commissioners then serving on the Board, and approval by the legislative body of each of the Members.

B. Supplement for Additional Members. This Agreement may be supplemented from time to time to add additional Members as provided in Article V, above.

ARTICLE XI

DISPUTE RESOLUTION

A. Dispute Resolution. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") will be resolved as follows:

(1) The Members will endeavor for a period of one month to resolve the Dispute by negotiation, including by scheduling face-to-face meetings with representatives of the Members.

(2) If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable

mediator. The mediation will be completed within two months of the request for meditation unless the requesting Member extends the period in writing.

(3) If the Dispute is not successfully mediated, the Members may pursue any available remedies in District Court for the State of Utah.

ARTICLE XII

MISCELLANEOUS

A. **Members not Partners.** The Members shall not be deemed to be partners, joint ventures or associated in any manner that obligates any Member for the obligations, defaults or miscarriages of any other Member or of the Commission.

B. **Governing Law.** This Agreement shall be construed under and in accordance with the Act and the laws of the State of Utah.

C. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

D. **Severability.** Should any term or provision of this be determined to be illegal, void or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severed from this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected; provided, however, that in lieu of such illegal, invalid, or unenforceable provision, the Members shall negotiate in good faith to formulate a substitute, legal, valid, and enforceable provision that most nearly implements the Members' intent in entering into this Agreement, and this Agreement shall be deemed so amended upon the majority vote of all Commissioners then serving on the Board.

E. **Governmental Entities.** The Commission and the Members are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 7 of the Utah Code Annotated (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Commission and the Members are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Commission and the Members do not waive any defenses otherwise available under the Immunity Act, nor does any Member or the Commission waive any limits of liability currently provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

F. **Additional Interlocal Act Requirements.** In satisfaction of the requirements of the Act, and in connection with this Agreement, the Members further agree as follows:

(1) This Agreement shall be approved by each Member pursuant to Section 11-13-202.5 of the Act;

(2) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Member, pursuant to Section 11-13-202.5 of the Act;

(3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Member, pursuant to Section 11-13-209 of the Act;

(4) Except as otherwise specifically provided herein, each Member shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

G. Authorization. Each of the Members represents and warrants to the others that the warranting Member has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Member.

H. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

I. Representation and Warranties.

(1) Each Member represents and warrants that it is a public agency and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations under this Agreement and that the execution and delivery of this Agreement does not violate under any law, order, regulation, or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

(2) Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

DATED effective the date first-above written.

[Signature pages follow]

Signed this ____ day of _____, 2017.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

Signed this ____ day of _____, 2017.

SALT LAKE CITY

Its: _____

Approved as to Form

Signed this ____ day of _____, 2017.

SALT LAKE COUNTY

Its: _____

Approved as to Legal Form

Zach Shaw 3-9-17
Zach Shaw

Signed this ____ day of _____, 2017.

SANDY CITY

Its: _____

Approved as to Form

EXHIBIT A
THE ACCORD, JULY 13, 2015

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THE ACCORD
July 13, 2015

The Central Wasatch mountain range is beloved by those of us who live along both sides of its ridge line. We hike, we bike, we ski, we discover wildlife, we ramble and amble and find solitude amid one of the world's most spectacular backyards. And even as these mountains are a source of peace and spiritual renewal, they are also our source for water and, literally, the reason life is possible in Utah's arid climate.

Amid threats from population growth, development pressures, and piecemeal decision-making, we know that we need to take action now to ensure we have clean water, a thriving economy, and an exemplary quality of life — not only for current generations, but for those that come after us. The time has come to truly consider the future of this precious landscape.

To that end, this Mountain Accord agreement (the 'Accord') represents the culminating commitment of more than 20 organizations who, through a voluntary, multi-year, public, consensus-based planning process agree to proceed with a suite of actions designed to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment. Over the past few decades more than 80 studies have partially examined the Wasatch but until now, no effort has built a comprehensive plan that sees the forest for the trees. We the signers intend the Accord to influence future, local, regional and statewide planning and to initiate efforts to enact meaningful protections and preservations for the Central Wasatch in the face of growing pressures on this beloved mountain range. The actions proposed in the Accord will remain transparent and engage the public, and follow regional planning, National Environmental Policy Act (NEPA), and other applicable requirements.

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WHEREAS, the Central Wasatch Mountains are a treasured natural resource and we, the signers of this Accord, place a high value on the natural environment, wilderness qualities, watershed health, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water for Utah's growing urban populations and are the reason the region flourishes in Utah's arid climate;

WHEREAS, the Central Wasatch Mountains are a vital ecological unit and policies governing the unit should work together in harmony, not diverge from one another, in the interest of improving the health of the land and our watersheds;

WHEREAS, the mountain environment offers diverse recreational experiences that promote active lifestyles and enhances quality of life in the region;

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region, and a key component of Utah's tourism industry;

WHEREAS, population growth, recreation use, traffic congestion, economic development pressures, land-use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

WHEREAS, the Mountain Accord process was established by a Program Charter in February 2014 to make integrated and critical decisions regarding the future of Utah's Central Wasatch Mountains;

WHEREAS, the Utah State Legislature passed a resolution in 2012 supporting the evaluation, through a public process, of year-round transportation solutions to serve multiple recreation uses in the mountains (SCR 10) and the Mountain Accord process and other efforts that have been conducted since that time reflect the current sentiments on the issues the legislature raised;

WHEREAS, the Program Charter established the Executive Board (refer to Attachment 1: Executive Board Membership) as a consensus-based body comprised of representatives from local governments, Utah state government and legislature, federal agencies, and private business, environmental, and recreation interests;

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, FrontRunner Commuter Rail line, TRAX North-South light rail line, and I-15), on the east by Park City, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon;

WHEREAS, the Mountain Accord effort has placed a high value on public engagement, transparency, and the participation of all stakeholders;

WHEREAS, the Mountain Accord effort has engaged commercial interests and private property owners as willing participants;

WHEREAS, the Executive Board brought together more than 200 stakeholders and experts to consider future trends, visions, and goals and to create a "Blueprint" for the Central Wasatch Mountains;

WHEREAS, the Executive Board published the proposed "Blueprint" for the Central Wasatch Mountains for public comment and conducted an extensive process to collect feedback;

WHEREAS, public feedback reflected a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and

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WHEREAS, the Executive Board received and incorporated public comment into this Accord document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the Executive Board.

Now, therefore, the undersigned signers of this Accord agree as follows:

AGREEMENT

1. PURPOSE OF ACCORD

- 1.1. The Accord represents the consensus positions of the Mountain Accord Executive Board and undersigned parties (the signers of the Accord). It serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.
- 1.2. The intent of the Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The signers of the Accord support a transportation system that serves these values.
- 1.3. The signers of the Accord agree to pursue federal action for land designations, land exchanges and transit/transportation solutions. The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress.
- 1.4. It is recognized by all signers of this Accord that while federal actions may occur, there are conditions outlined in the Accord that are needed to achieve the federal outcomes.
- 1.5. The signers agree to support the Accord and to work diligently and in good faith to accomplish the actions recommended in the Accord – both as a whole and within our respective jurisdictions.
- 1.6. The signers of this Accord recognize that many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.
- 1.7. Specifically, the signers of the Accord seek:
 - 1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.
 - 172 A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.
 - 173 A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports

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land-use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch .

- 174** Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

2. INTENDED OUTCOMES

The signers of this Accord seek the following outcomes:

- 2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.
- 2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts on public land within the federal designation as shown on Attachment 5: Intended Outcomes.
- 2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.
- 2.4. Clustered Nodes**
 - 2.4.1. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.
 - 2.4.2. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).
 - 2.4.3. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.
 - 2.4.4. To the extent mountain property is developed, the signers of the Accord agree to promote development with the following characteristics:
 - thoughtfully designed to complement the natural setting and maintain open spaces,
 - compatible with the communities as defined in local land-use plans and ordinances, and
 - focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.
 - 2.4.5. To seek plans, ordinances, and policies that support the land use intentions and intended outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land use authorities, environmental organizations, property owners, and other

interested parties.

- 2.5. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.
- 2.6. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.
- 2.7. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

3. AGREED-UPON ACTIONS

- 3.1. To achieve the outcomes described above, the signers of this Accord agree to pursue a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, as described in the remaining sections. Because the following actions are interdependent, the signers recognize that removal, additions, or alteration of individual actions may warrant re-negotiation.

3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS

- 3.2.1. The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.
- 3.2.2. The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.
- 3.2.3. The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these

actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

- 3.2.4. The federal legislation may establish new wilderness areas as recommended by the Executive Board.
- 3.2.5. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas' respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Land transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.6. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.
- 3.2.7. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.
- 3.2.8. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

3.3. LAND EXCHANGE

- 3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.
- 3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

3.4. ALTA LAND EXCHANGE

- 3.4.1. The Alta Ski Lifts Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lifts Company land (including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil's Castle) in exchange for approximately 160 acres of U.S. Forest Service land situated at the base of

the ski area.

- 3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company-U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation; land, title, and boundary descriptions; and mitigation.
- 3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S. Forest Service is conditioned upon:
 - Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
 - Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
 - Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.
- 3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed-user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base-area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.
- 3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:
 - widespread and permanent protection of federal lands in Salt Lake City's municipal watersheds,
 - transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
 - no future ski resort expansion as defined in Section 3.2.2, and
 - Salt Lake City's completion of legal review.
- 3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:
 - Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business

operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

- Commitment from Alta Ski Lifts Company that base area land dedicated for public purposes such as transit, public facilities, trailheads, and community spaces, etc. may be deeded to public bodies responsible for managing those uses, with appropriate deed restrictions, pending the outcome of comprehensive land use and transportation planning.

- 3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land-use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan's identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.
- 3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land-use permits would be consistent with Mountain Accord intended outcomes and existing land-use patterns in the base area and would support a thriving commercial center for all base area business owners. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.
- 3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.
- 3.4.10. Transit Improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company's conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:
 - Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
 - Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
 - Salt Lake City completion of legal reviews.

3.5. SNOWBIRD LAND EXCHANGE

- 3.5.1. Mountain Accord respects each jurisdiction's authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The

signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:

- Salt Lake County will develop a resort zone to better define development at the Snowbird base area in accordance with Mountain Accord intended outcomes (recognizing Snowbird's existing approved master plan and associated entitlements).
- Salt Lake City will provide additional snowmaking water to Snowbird if Snowbird (under any conditions) transfers the Identified approximate 1100 acres to the U.S. Forest Service and the lands become part of the permanently protected federal designation.
- The right to perform avalanche safety control by (especially above Snowbird and Town of Alta) will be preserved.

3.6. SOLITUDE LAND EXCHANGE

3.6.1. Solitude Resort (referred to as 'Solitude' and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately 50 acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.

3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.

3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.

3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.

3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.

3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher-level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment



assuming all permits and environmental/water quality protections would be in place.

- 3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude's expansion contains Salt Lake City watershed parcels.
- 3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate development patterns consistent with Mountain Accord intended outcomes.

3.7. BRIGHTON LAND EXCHANGE

- 3.7.1. Brighton Mountain Resort ('Brighton') agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton's land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton's special use permit in Hidden Canyon.
- 3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.
- 3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.
- 3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.

3.8. LAND ACQUISITION PROGRAM

- 3.8.1. The Executive Board will create a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area. It is the intent of Mountain Accord to work with willing sellers. Where appropriate, the Executive Board will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.

3.9. TRANSPORTATION

- 3.9.1. In order to achieve the outcomes described in Section 2, the signers of this Accord agree to the steps related to transportation outlined in Sections 3.10 to 3.13. Attachment 7: Transportation Connections shows key transportation corridors.

3.10. COTTONWOOD CANYONS

- 3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.
- 3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.
- 3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking and biking to and in the Cottonwood Canyons.
- 3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.
- 3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:
- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
 - improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
 - a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
 - options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
 - public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.
- 3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross canyon connections will include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.
- 3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives

and environmental impacts. Subject to NEPA analysis, the signers of this Accord agree that trams, ski lifts, or other aerial modes are not recommended. Similarly, alternatives that would create increased capacity for single-occupancy vehicles are not preferred transportation options (in the context of moving people in Little Cottonwood Canyon).

3.10.8. It is recommended the NEPA process address the following questions:

- To what extent should single-occupancy vehicles be restricted or charged with fees?
- Should the transportation alternative include an independent guideway? If so, should it be on the road, near the road, or in a separate alignment outside avalanche paths?
- How can the road and selected transportation alternative be protected from avalanches?
- How can parking needs be reduced for the various alternatives?
- How can we maintain convenient access points and reasonable cost for canyon users?

3.11. BIG COTTONWOOD TO PARK CITY

3.11.1. The signers of this Accord agree to further study the economic, transportation, community, and environmental detriments, benefits and impacts (both positive and negative) of a wide range of non auto-based options to connect Park City with Big Cottonwood Canyon. The study will include an analysis of carrying capacity for the broader Park City Community.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, U.S. Forest Service, the environmental community WFRC, and the Ski Resorts will develop a scope for further study and suggest next steps.

3.11.3. The study described above will be conducted through a local process (not a NEPA process) under the direction and control of the parties listed in Section 3.11.2 above. The signers of this Accord agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The signers of this Accord agree to actively support maintaining Guardsman Pass Road in its current management in winter (closed).

3.12. PARLEY'S CORRIDOR

3.12.1. With the goal of connecting economic centers and recreational nodes within the Wasatch Front and Back, the signers of this Accord agree to support an Alternatives Analysis to evaluate connections between the Salt Lake Valley and the greater Park City area. The Alternatives Analysis will consider modes, corridors and termini between Salt Lake City and Salt Lake County and the greater Park City area.

3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short- and long-term mobility needs on regional travel corridors, which may include, but are not limited to, 1-80, SR-224, SR-248, US-40, Foothill Boulevard, 3300 South, and 1-215. It will also consider multi-modal bicycle and pedestrian connections, including regional trails. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions, and if a federal action is identified, the signers of this Accord support initiating the NEPA environmental review process for



proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord's vision and goals.

- 3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.
- 3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

3.13. MILLCREEK CANYON

- 3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.
- 3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

3.14. TRAILS AND CYCLING

- 3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.
- 3.14.2. The trail plan will:
- build on the Trails Implementation Plan developed by Trails Utah;
 - be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
 - contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
 - consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.
- 3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley's Canyon (including the approaches to each canyon).
- 3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley's Corridor Alternatives Analysis.
- 3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah Olympic Park to Mid-Mountain Trail.



3.15. NEPA PROCESS FOR COTTONWOOD CANYONS

- 3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public-friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.
- 3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION

- 3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.
- 3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

3.17. GOVERNANCE AND FUNDING

- 3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and

communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

- 3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.
- 3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.
- 3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY

- 3.18.1. The signers of this Accord agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

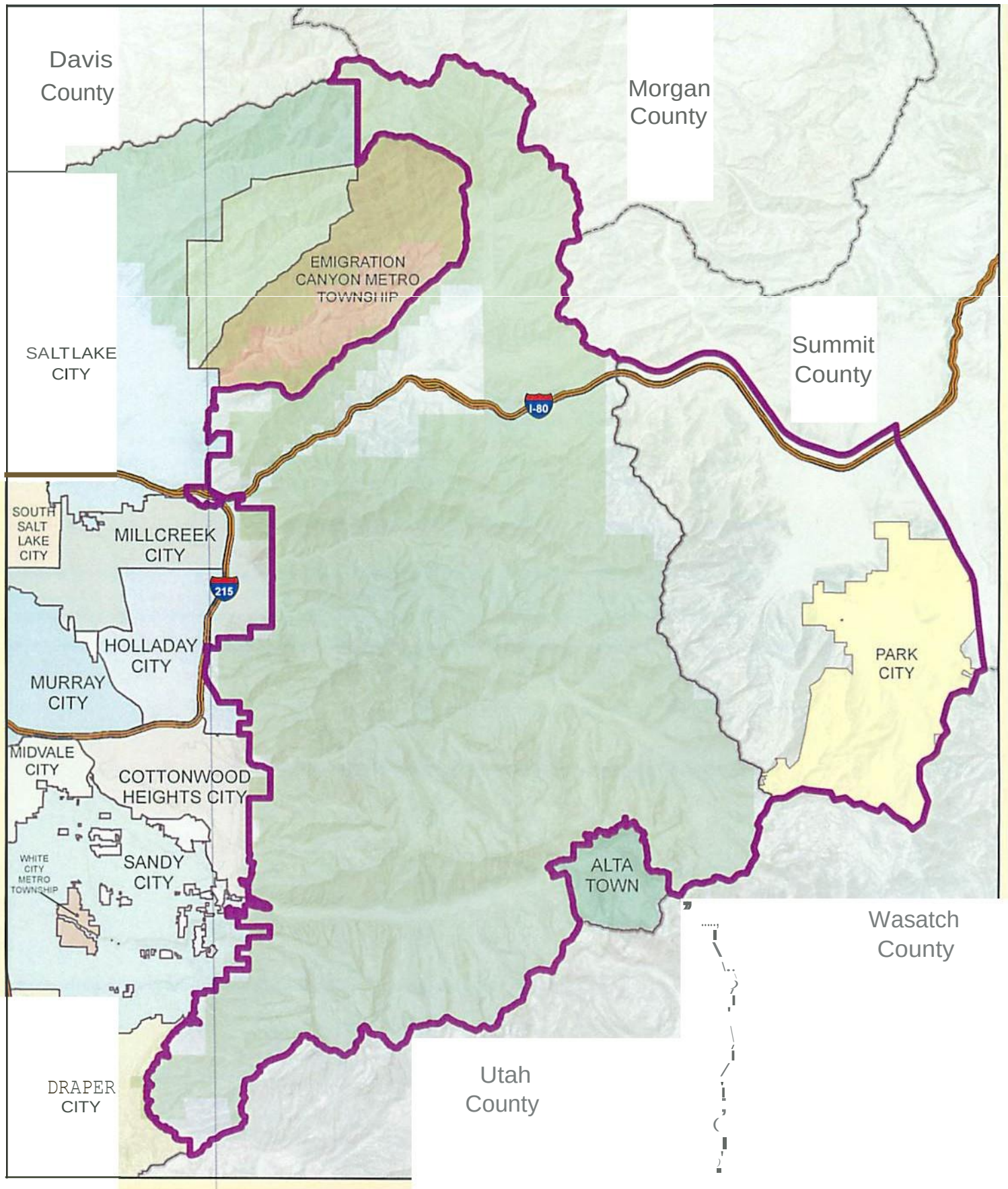
ATTACHMENT

1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

INCORPORATED BY REFERENCE

- 1 Mountain Accord Program Charter
- 2 Mountain Accord Existing Conditions and Future Trendlines Report
- 3 Mountain Accord Vision, Goals, and Metrics
- 4 Mountain Accord Idealized Systems Reports
- 5 Mountain Accord Trails Implementation Plan

EXHIBIT B
PROJECT AREA MAP



Proposed Central Wasatch Commission Project Study Area

.....Proposed CWCPSA
.....Boundary

National Forest
Service

3/2/2017

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The information contained on this map is not field verified and is for general reference only.
The information is not intended to be used to determine property ownership, legal building and use
design, professional boundaries, or to resolve a certified topographical
or boundary survey, or any other legal document.

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INTERLOCAL ASSIGNMENT, ASSUMPTION & CONSENT AGREEMENT

This Interlocal Assignment, Assumption and Consent Agreement (this "Agreement") is entered into effective _____, 2017 by and among Cottonwood Heights ("Cottonwood Heights"), Draper City ("Draper"), the Metropolitan Water District of Salt Lake & Sandy ("MWDSL"), Park City Municipal Corporation ("Park City"), Sandy City ("Sandy"), Salt Lake City ("SLC"), Salt Lake County ("Salt Lake County"), Summit County ("Summit County"), the Town of Alta ("Alta"), Utah Department of Transportation ("UDOT"), Utah Transit Authority ("UTA"), the Wasatch Front Regional Council ("WFRC") and the Central Wasatch Commission (the "Commission"). Each is individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

Whereas, most of the parties to this Agreement (namely, Cottonwood Heights, MWDSL, Park City, Sandy, Summit County, Salt Lake County, Summit County, Alta, UDOT & UTA, called the "Phase I Parties") have previously entered into a Program & Funding Agreement for Wasatch Summit Phase I (the "Phase 1 Agreement") dated February 3, 2014;

Whereas, the Phase I Parties, along with Draper and WFRC (the "Phase II Parties") also signed the Program & Funding Agreement Mountain Accord Phase II (the "Phase II Agreement") dated February 16, 2016, which superseded the completed Phase I Agreement;

Whereas, the Mountain Accord Executive Committee subsequently recommended that the Phase II projects and funding be transferred to a new interlocal governmental entity;

Whereas, the Commission has been formed pursuant to the Utah Interlocal Cooperation Act, UCA Title 11, Chapter 13 (the "Interlocal Act"), to assume the management of the Mountain Accord Charter and the Accord (dated July 13, 2015) (the "Mountain Accord");

Whereas, the WFRC is currently managing two of the Phase II Projects;

Whereas, Salt Lake County is currently managing one of the Phase II Projects;

Whereas, Summit County is currently managing one of the Phase II Projects; and

Whereas, the Parties now desire to assign and transfer the remaining rights and obligations of the Phase II Agreement to the Commission.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** The remaining rights and obligations of the Phase II Agreement are hereby assigned and delegated to the Commission. The Commission accepts and assumes the remaining rights and obligations of the Phase II Agreement.

2. **FUNDING.** The Phase II Agreement requires the Phase II Parties to contribute funding as shown on Table 1. These amounts were payable over a 3-year period of work pursuant to the Phase II Agreement. As of the date of this Agreement, the Phase II Parties have contributed the amounts as shown on the Table 1 and acknowledge that the remaining amounts are due on the timetable specified in the Phase II Agreement:

Table 1.

Parties	Amount allocated	Amount Paid for 2015	Remaining Allocation for 2016 - 2017
Cottonwood Heights	\$150,000	\$50,000	\$100,000
Draper	180,000	60,000	120,000
MWDSLS	300,000	100,000	200,000
Park City	300,000	100,000	200,000
Sandy	300,000	100,000	200,000
SLC	600,000	200,000	400,000
Salt Lake County	600,000	200,000	400,000
Summit County	150,000	50,000	100,000
Alta	45,000	15,000	30,000
UDOT	150,000	50,000	100,000
UTA	<u>600,000</u>	<u>0*</u>	<u>600,000*</u>
Totals	\$3,375,000	\$925,000	\$2,450,000

Note *: Although UTA will not pay the \$600,000 in cash for the Phase II projects, it will provide \$600,000 in additional bus service over the same three-year period provided in the Phase II Agreement. The \$200,000 due in 2015 has been approved by the UTA Board as an in-kind contribution for additional bus service in 2016. In 2016 UTA, subject to Board approval, plans to pay the remaining \$400,000 over a two-year period by providing \$200,000 in additional bus service for 2017, and another \$200,000 in additional bus service for 2018.

3. **UTA HOLDING ACCOUNT.** The cash heretofore contributed by the Phase II parties has been deposited in the UTA Holding Account established by the Phase I Agreement and the Phase II Agreement. UTA shall transfer all funds in the UTA Holding Account to the Commission as soon as practicable after the effective date of this Agreement. At the time of transfer, UTA will provide the Commission with an accounting of all funds received and disbursed from the UTA Holding Account, reconciling receipts and disbursements to the amount being transferred to the Commission.

4. **CURRENT PHASE II PROJECTS.** The following Phase II projects are currently under way:

a. WFRM has a program director contract (the "Program Director Contract") with LJ Consulting. \$1,000,000 has been transferred from the UTA Holding Account and received by

WFRC for use under the Program Director Contract. As soon as practicable after the effective date of this Agreement, WFRC will assign the Program Director contract to the Commission together with (i) the remaining funds held by WFRC for the Program Director Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Program Director Contract, and (iii) a progress report on the Program Director Contract. The Commission accepts the assignment and assumes responsibility for the Program Director Contract.

b. WFRC has entered into a Cottonwood Canyons transportation study contract (the "*Canyons Transportation Study Contract*") with WSP / Parsons Brinckerhoff. \$1,000,000 has been transferred from the UTA Holding Account and received by WFRC for use under the Canyons Transportation Study Contract, work under which is ongoing. As soon as practicable after the effective date of this Agreement, WFRC will assign the Canyons Transportation Study Contract to the Commission together with (i) the remaining funds held by WFRC for the Canyons Transportation Study Contract; (ii) an accounting for all funds received from the UTA Holding Account and disbursed by WFRC for the Canyons Transportation Study Contract; and (iii) a progress report on the Canyons Transportation Study Contract. The Commission accepts the assignment and assumes responsibility for the Canyons Transportation Study Contract.

c. Salt Lake County has received \$250,000 from the UTA Holding Account for an "Environmental Dashboard" project. Those funds will remain with Salt Lake County for the operation of the project. Salt Lake County will provide periodic reports to the Commission on the "Environmental Dashboard" project, including a final report upon its completion.

d. Summit County has received \$400,000 from the UTA Holding Account for an I-80 transportation study (the "I-80 Study"). Those funds will remain with Summit County for the operation of the project. Summit County will provide periodic reports to the Commission on the I-80 Study, including a final report upon its completion.

5. INVOICES. Payments for existing contracts are currently subject to the Phase II Agreement, Paragraph 11 Payment of Invoices requirements. Those payment requirements shall continue to be used hereunder until the Commission develops and implements a new procedure for processing and payment of project/program invoices, including the projects referenced in paragraph 4 above.

6. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments (an "Amendment" or "Amendments") to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later Amendments, the later Amendments shall be controlling.

7. RECORDS. Records pertaining to this Agreement, specifically including but not limited to records pertaining to procurement or financial matters under this Agreement, will be subject to the Utah Government Records Access and Management Act and other applicable state and federal law. Records created by or through work performed by Commission staff or consultants shall be maintained by such staff and consultants in accordance with their respective duties and scopes of work.

8. WITHDRAWAL FROM AGREEMENT. Any Party may withdraw from participation in the Program as defined under the Phase II Agreement by giving written notice of such termination to all other Parties and specifying the effective date thereof. No Party or Parties withdrawing from participation shall be entitled to any refund of any monies previously contributed pursuant to the Phase II Agreement; provided, however, any such Party or Parties shall not be obligated to make any further contributions contemplated in the Phase II Agreement following the date of such withdrawal.

9. TERMINATION OF THE AGREEMENT. If the Commission determines the Phase II Projects should be discontinued and the Commission terminated, any remaining funds after payment of all Commission liabilities shall be refunded to each Party or contributor *pro rata* based on respective contributions over the duration of the Commission.

10. NOTICE. Notices required under this Agreement shall be sent to the Parties at the contact information set forth below:

COTTONWOOD HEIGHTS

Mayor Kelvyn H. Cullimore, Jr.
Cottonwood Heights
1265 East Fort Union Blvd, Suite 250
Cottonwood Heights, UT 84047
Email: kcullimore@ch.utah.gov

Copy to:

William Shane Topham
Callister Nebeker & McCullough
10 East South Temple, 9th Floor
Salt Lake City, UT 84133
Telephone: (801) 530-7478
Email: wstopham@cnmlaw.com

DRAPER CITY

Mayor Troy K. Walker
Draper City
1020 East Pioneer Road
Draper, UT 84020
Email: troy.walker@draper.ut.us

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

Michael L. Wilson
Metropolitan Water District of Salt
Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093
Telephone: (801) 942.9685
Email: wilson@swdsls.org

PARK CITY MUNICIPAL CORPORATION

Council Member Andy Beerman
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: andy@parkcity.org

Copies to:

Diane Foster, City Manager
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Email: diane@parkcity.org

City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060-1480
Telephone: (435) 615-5025

SANDY CITY

Mayor Tom Dolan
Sandy City
10000 Centennial Parkway
Sandy, UT 84070

Copy to:

Sandy City
Attn: Deputy Mayor
10000 Centennial Parkway
Sandy, UT 84070
Telephone: (801) 568-4670

SALT LAKE CITY

Mayor Jackie Biskupski
Salt Lake City Mayor's Office
451 South State Street, Room 306
P.O. Box 145474
Salt Lake City, UT 84114
Telephone:
Email: Jackie.biskupski@slcgov.com

Copies to:

Salt Lake City Attorney
451 South State Street, Room 505
P.O. Box 145478
Salt Lake City, UT 84114-5478
Telephone: (801) 535-7788

Laura Briefer
Salt Lake City Department of Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
Email: laura.briefer@slcgov.com

SALT LAKE COUNTY

Mayor Ben McAdams
Salt Lake County Government Center
2001 South State Street, Ste N2100
P.O. Box 144575
Salt Lake City, UT 84111-4575

Copy to:

Kimberly Barnett
Salt Lake County Government Center
2001 South State Street, Ste N2100
P.O. Box 144575
Salt Lake City, UT 84114-4575
Email: kbarnett@slco.org

SUMMIT COUNTY

Christopher Robinson
Summit County Council
P.O. Box 982288
Park City, UT 84098
Email: cfrobinson@summitcounty.org

Copy to:
Tom Fisher
Summit County Council
60 North Main
Box 128
Coalville, UT 84017
Email: tfisher@summitcounty.org

TOWN OF ALTA

Mayor Tom Pollard
Town of Alta
P.O. Box 8016
Alta, UT 84052
Telephone: (801) 363-5105
Email: tjp@townofalta.com

UTAH DEPARTMENT OF TRANSPORTATION

Carlos Braceras
Executive Director
P.O. Box 141265
Salt Lake City, UT 84114-1265
cbraceras@utah.gov

Copy to:

James Palmer
Assistant Attorney General
4501 South 2700 West
P.O. Box 148455
Salt Lake City, UT 84114-8455
jimpalmer@ut.gov

UTAH TRANSIT AUTHORITY

Jerry Benson
President & CEO
669 West 200 South
Salt Lake City, UT 84101
jbenson@rideuta.com

Copy to:

Jayne Blakesley
General Counsel
699 West 200 South
Salt Lake City, UT 84101
Email: jblakesley@rideuta.com

WASATCH FRONT REGIONAL COUNCIL

Andrew S. Gruber
Executive Director
Wasatch Front Regional Council
295 North Jimmy Doolittle Road
Salt Lake City, UT 84116
Email: agruber@wfrc.org

CENTRAL WASATCH COMMISSION

Except as otherwise provided in this Agreement, any notice given by a Party under this Agreement shall be made in writing and mailed by U.S. mail, hand-delivered, or emailed (with a confirmation copy sent by US mail) to the other Parties addressed as specified above. A Party may change its contact information from time to time by giving written notice to the other Parties in accordance with the procedures set forth in this section.

11. INTERLOCAL COOPERATION ACT REQUIREMENTS. In satisfaction of the requirements of the Interlocal Act, the Parties agree as follows;

a. This Agreement shall be authorized by resolution of the legislative body of each Party pursuant to Section 11-13-202.5 of the Interlocal Act, and the Executive Director of UDOT.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act.

d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs, if any.

e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayor or chief executive officer of each Party. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

12. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that

any person other than the Party who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals, all such counterparts constituting one complete executed document.

14. AUTHORIZATION. Each Party is duly authorized to enter this Agreement.

IN WITNESS WHEREOF, the above-identified Parties enter into this Agreement effective the date of the last Party's signature. Except for the purposes of funding Paragraph 3, the effective date as to each Party is the date of that Party's signature.

COTTONWOOD HEIGHTS agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

COTTONWOOD HEIGHTS

Its: _____

Approved as to Form

DRAPER CITY agrees to provide \$120,000 (subject to required appropriations) in two annual installments of \$60,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

DRAPER CITY

Its: _____

Approved as to Form

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Its: _____

Approved as to Form

PARK CITY MUNICIPAL CORPORATION agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

PARK CITY MUNICIPAL CORPORATION

Its: _____

Approved as to Form

SANDY CITY agrees to provide \$200,000 (subject to required appropriations) in two annual installments of \$100,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SANDY CITY

Its: _____

Approved as to Form

SALT LAKE CITY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SALT LAKE CITY

Its: _____

Approved as to Form

SALT LAKE COUNTY agrees to provide \$400,000 (subject to required appropriations) in two annual installments of \$200,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SALT LAKE COUNTY

Its: _____

Approved as to Form

SUMMIT COUNTY agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

SUMMIT COUNTY

Its: _____

Approved as to Form

TOWN OF ALTA agrees to provide \$30,000 (subject to required appropriations) in two annual installments of \$15,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

TOWN OF ALTA

Its: _____

Approved as to Form

UTAH DEPARTMENT OF TRANSPORTATION agrees to provide \$100,000 (subject to required appropriations) in two annual installments of \$50,000 for 2016 and 2017.

Signed this ____ day of _____, 2017.

UTAH DEPARTMENT OF TRANSPORTATION

Its: _____

Approved as to Form

UTAH TRANSIT AUTHORITY agrees to provide \$600,000 (subject to appropriations) in additional bus service for the 2016 – 2019 ski seasons in the annual amount of \$200,000.

Dated this _____ day of _____, 2017.

UTAH TRANSIT AUTHORITY

Its: _____

Approved as to Form

Dated this ____ day of _____, 2017.

WASATCH FRONT REGIONAL COUNCIL

Its: _____

Approved as to Form

Dated this _____ day of _____, 2017.

CENTRAL WASATCH COMMISSION

Its: _____

Approved as to Form

~~CENTRAL WASATCH COMMISSION~~
~~INTERLOCAL AGREEMENT~~

~~This Interlocal Agreement~~
dated as of ~~2016~~ 2017 (this ~~"Agreement"~~)
is entered into by and among the parties hereto (the "Members") pursuant to the provisions of
the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended
(the "Act").

WITNESSETH:

WHEREAS, the Act provides that two or more public agencies may agree to create a
separate legal or administrative entity to accomplish the purpose of their joint or cooperative
action, and the Act further provides that one or more public agencies may contract with each
other or with a separate legal entity created pursuant to the Act to perform any governmental
service, activity or undertaking, which each public agency entering into the contract is
authorized by law to perform; and

WHEREAS, each of the Members is a "public agency" as defined in the Act and desires to
be part of a separate legal entity and political subdivision of the State of Utah to be known as the
"Central Wasatch Commission" (the "Commission") to accomplish the purpose of their joint and
cooperative action and to vest in the Commission certain powers set forth in the Act and certain
powers possessed by each of the Members; and-

WHEREAS, many or all of the Members signed the Mountain Accord document (the
"Accord") effective July 13, 2015, which is a foundational document that identifies a suite of
actions that are recommended to be implemented, in coordination with and subject to local
jurisdictional authority, to ensure that future generations can enjoy the activities provided by the
Central Wasatch Mountains, while preserving our watershed and natural environments; and

WHEREAS, the Members intend to continue the Accord's robust, collaborative process
that builds consensus to provide for the long-term protection of the Central Wasatch Mountains'
water, lands, environment, recreational opportunities, economic prosperity, and a
transportation system that serves these values; and

WHEREAS, Member Salt Lake City has a major interest in the watershed of the Wasatch
Mountains, Member Salt Lake County encompasses the Central Wasatch Canyons, Member
Sandy City is adjacent to Little Cottonwood Canyon, and Member Cottonwood Heights is adjacent
to both Big Cottonwood Canyon and Little Cottonwood Canyon; and

WHEREAS, the Members are willing and desire to implement the Accord in coordination
with and subject to local jurisdictional authority; and

WHEREAS, pursuant to the Act, the Members desire to form and be part of the
Commission in order to implement the Accord in coordination with and subject to local

|
| jurisdictional authority; and

WHEREAS, all requirements of, and all actions required to be taken pursuant to, the Act and the laws of the State of Utah (the "State") to cause this Agreement to be the legal, valid and binding agreement of each of the Members and to cause the Commission to be duly constituted-

1

and created as a separate legal entity and political subdivision of the State have been observed and taken:

—NOW, THEREFORE, the Members agree as follows:

ARTICLE I

PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to provide for the creation of the Commission and to vest in the Commission ~~all such the~~ power and authority ~~as is necessary, desirable or useful outlined herein~~ to enable the Commission to accomplish and give effect to the joint and cooperative action of the Members to implement principles of the Accord and other related objectives determined by the Commission in coordination with and subject to local jurisdictional authority.

ARTICLE II

EFFECTIVE DATE

AND TERM

This Agreement, having been approved by a resolution adopted by the governing body of each of the Members, filed in the official records of each of the Members and having been approved by a duly authorized attorney or attorneys for each of the Members, shall be effective on and as of the date first written above and, subject to earlier termination pursuant to Article IX, shall be effective for a term of fifty ~~(50)~~ years from such date.

ARTICLE III

CREATION OF THE COMMISSION

Pursuant to the provisions of the Act, the Members hereby create the Commission as a separate legal entity and political subdivision of the State to accomplish the purpose of their joint and cooperative undertaking.

ARTICLE IV

DEFINITIONS

—In addition to other capitalized terms defined elsewhere in this Agreement, the following words or phrases shall have the following meanings:

A. — "Accord" means the written Mountain Accord document dated effective July 13, 2015, a copy of which is attached hereto without exhibits or signature pages as exhibit "A,"¹¹ which is further described in the above recitals.

~~B. — "Additional Member" means a new Member of the Commission who, following the effective date of this Agreement, is invited by the Board to, and does, join the Commission by executing and delivering a counterpart of this Agreement following its approval by the governing body of the new Member.~~

~~C.~~ **"Board" means the governing body of the Commission.**

~~C.~~ **D. "Board" means the governing body of the Commission.**

~~C.D.~~ "Commission" means the Central Wasatch Commission Interlocal entity formed by this Agreement.

~~D.E.~~ **E. "Commissioner" means a member of the Board.**

~~F.~~

~~E.F.~~ "Member" means ~~an Organizing Member and any Additional Member. a member of the Commission who is signatory to this Agreement.~~

~~F.G.~~ ~~G.~~ "Member Commissioner" means a Commissioner appointed by a Member of the Commission. Each Member Commissioner shall be a currently serving elected official of that Member.

~~G.H.~~ ~~H.~~ "Mountain Accord" means a process used by a diverse group of individuals and entities concerned about the Central Wasatch Mountain Area who developed the objectives of the Accord and signed the Accord effective July 13, 2015. The Mountain Accord did not create a separate legal or governmental entity, but instead functioned as a collaborative venture of those who signed the Accord.—

~~H.I.~~ ~~I.~~ "~~Non-Member Commissioner~~" or "Appointed Commissioner" means a Commissioner appointed ~~by~~ pursuant to the ~~Board~~ process provided in Article V. B. (2) who does not represent a specific Member.

~~J.~~ "~~Organizing Member~~" means ~~any of the public agencies originally creating the Commission by executing and delivering this Agreement on or about the effective date specified above. Salt Lake City, Salt Lake County, City of Sandy and city of Cottonwood Heights will be the Organizing Members if they so execute and deliver this Agreement.~~

~~K.~~ ~~J.~~ "Project Study Area" means the geographical study area of focus of the Commission, which is the area commonly referred to as the ~~Salt Lake County Mountainous Planning District~~, and the area of Summit County that is located Westerly of US 40 and Southerly of ~~1-80~~. As used in this Agreement, "~~Project Study Area~~" means the same as "~~Project Area~~". (See Exhibit B, a Map of the "~~Project Study Area~~".)

K. ~~L.~~ "Mountain Accord Stakeholder Council" or "Council" means the group of Stakeholders who are appointed by the Board to serve as an advisory body to the Board as described below.—

L. "Stakeholders"¹¹ are individuals and entities that have a direct interest in the objectives of the Accord, some of whom signed the Accord, as identified from time to time by the Board.

ARTICLE V

ORGANIZATION

A. ~~A.~~ Members. The Commission is ~~initially~~ comprised of the ~~Organizing Members and any Additional Members that are signatory to this Agreement.~~ Additional Members may be added to the Commission ~~upon~~ pursuant to the ~~unanimous vote by the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board.~~ process provided in Article V.B.(3). To become a Member, the governing body of each proposed additional Member must ~~also~~ approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.

~~B.~~

~~B. Board.~~

~~(1) (1) Appointments of Member Commissioners.~~

~~(a) By Organizing Members.~~

~~(a) The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Organizing Member shall appoint an elected public official from their respective entity to serve as a Commissioner.~~

~~(b) By New Members. Following an Additional Member's admission to the Commission, the Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of such Additional Member shall appoint one of the Additional Member's elected officials to serve as a Commissioner on the Board.~~

~~(2) Appointment of Non-Member~~

~~(b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.~~

(2) Appointed Commissioners. Additional Commissioners who do not represent a specific Member entity may also be appointed to the Board. ~~Such Non-Member Commissioners pursuant to the process provided in Article V.B.(3) as follows.~~

(a) ~~The Members shall be either an elected or appointed public official from the Project Area who is familiar with the Accord's objectives. The appointment of a Non-Member Commissioner requires the unanimous vote of the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board. It is the intent of the Organizing Members to appoint a Commissioner to represent the interests of the Wasatch Back. At least one of any Non-Member Commissioners shall be an elected official from the appoint a Commissioner to represent the interests of the portion of the~~ Project Area located to the East of the Wasatch Range (i.e., ie. the so-called "Wasatch Back"). ~~Park City and Summit County may jointly nominate a person an elected or appointed public official for appointment by the Board for this Non-MemberAppointed Commissioner.~~

(b) ~~The Members shall appoint a Commissioner to represent the interests of the Utah Department of Transportation.~~

(3) Procedure for Approving Additional Members and Appointed Commissioners.

(a) ~~The appointment of any additional Member or Appointed Commissioner.~~
requires: (3)

(i) ~~A majority vote of all Commissioners then serving on the Board;~~
and

(ii) ~~Approval by the legislative body of each of the Members.~~

(4) Tenure. Each Commissioner shall serve until his or her tenure as an elected or appointed public official (as applicable) terminates, until his or her successor is duly appointed by the sponsoring Member or the Board (as applicable), or until his or her sponsoring Member (if any) withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Commissioner whose vacancy is being filled.

(5) ~~(4)~~ Compensation and Expenses of Commissioners. Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates

established by the State of Utah, Division of Finance.

(6) ~~(5)~~ ~~Open Meetings Act.~~ Board meetings are subject to the Utah Open and Public Meetings Act.-

C. Officers. Bi-annually, the Commissioners shall elect from their membership a Chair, a Co-Chair, a Secretary and a Treasurer.—

D. Voting.—

(1) ~~(1)~~—A Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Commissioner may send a non-voting designee to Commission meetings for the purpose of gathering information for and ~~expressing the viewpoint of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Utah Open and Public Meetings Act.~~ expressing the viewpoint

~~(2)~~ Unless otherwise expressly provided

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of the designee's Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in this Agreement, all the Utah Open and Public Meetings Act.

(2) All actions of the Commission require approval of at least ~~the two-thirds~~ a majority vote of all Commissioners then serving on the Board.

ARTICLE VI OBJECTIVES AND POWERS

A. Commission Objectives.

(1) To implement the Accord, in coordination with and subject to local jurisdictional authority, the Commission shall pursue the following objectives:—

(a) Evaluate, study, prepare reports, and make recommendations concerning the future of the Project Area.

(b) Engage the public and collaborate with Stakeholders concerning the objectives of the Accord.

(c) Develop transportation improvements and solutions that may decrease single-occupancy vehicle use, and increase biking and walking.

(d) Plan and implement visitor amenities, trails, and canyon stewardship.

(e) Conserve and protect watershed and stewardship of natural resources.

(f) Undertake other efforts to ensure the welfare of the Project Area as contemplated by the Accord.

(2) In carrying out its objectives, the Commission shall consider the following aims for the Project Area:

(a) A natural ecosystem that is conserved protected and restored such that it is healthy, functional, and resilient for current and future generations.

(b) A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.

(c) A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall regional transportation network; serves a diversity of commercial and dispersed recreation uses; is integrated within the fabric of community values and lifestyle choices; supports land-use objectives; and is compatible with the unique environmental characteristics of the Project Area.

~~(d) — }~~ Broadly shared economic prosperity that enhances quality of life and

preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

B. Commission Powers. -The Commission shall have all powers granted by this Agreement and is hereby authorized to do all acts necessary to accomplish its stated purposes, including, but not limited to, any or all of the following, which are as follows:

(1) To contract generally as approved by the Board, including contracts with public and private entities for any purpose necessary or desirable for dealing with affairs of mutual concern, and to accept all funds, services and other assistance resulting therefrom.

(2) To acquire real and personal property or an undivided, fractional, or other interest in real and personal property, necessary or convenient for the purposes of the Commission.

(3) To acquire, hold, utilize, spend, or dispose of its real and personal property, contributions, grants, and donations of real and personal property, funds, services, and other forms of assistance from persons, firms, corporation, and other private or governmental entities for projects or activities benefitting the Commission's objectives and the public interest.-

(4) To act as an agency to receive and disburse federal and state grants, other grants; loans from Members, or funds from private organizations for all Board-approved planning and development programs and projects which are specifically intended to accomplish the Commission's purposes and objectives.

~~(5)~~ — To hire and discharge a staff, including appointing an executive director, administrator and consultants, and to employ and discharge such other persons as the Board deems appropriate for the proper administration of the Commission. The Board shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of such persons.

(6) To transfer and accept the transfer of contracts and inter-local agreements by and between Stakeholders, vendors, contractors and public agencies. —

(7) To adopt, amend and repeal bylaws, resolutions, rules and regulations with respect to its powers and functions and not inconsistent with the provisions of the Act or this Agreement.-

(8) To provide for insurance, including self-insurance, of any property or operations of the Commission or of its Members, directors, officers and employees, against any risk or hazard, and to indemnify its Members, directors, officers and employees against any risk or hazard.-

(9) To sue or be sued.

(10) To levy and collect fees and charges as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and improvement of any asset of the Commission. Such fees or charges shall comply with State law requirements and limitations.

(11) To invest funds as permitted by law.

~~(12)~~ To issue bonds, notes or other obligations for the purposes for which the

Commission was created, and assign, pledge or otherwise convey as security for the payment of any such bonds, notes or other obligations, the revenues and receipts derived from or in connection with all or part of a Commission asset, which assignment, pledge or other conveyance-

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may, if so determined by the Members, rank prior in right to any other obligation except taxes, or payments in lieu of taxes, if any, payable to the State or its political subdivisions. No bonds, notes or obligations of the Commission will be a debt of a Member without the approval of the legislative body of such Member. The legislative body of any Member that imposes a tax, fee, or other revenue stream that secures a bond issued by the Commission must approve the bond.

C. Limitations on Commission Powers. Notwithstanding anything to the contrary in this Agreement:-

(1) The Commission has no authority to, nor does it, supplant any powers of its Members as set forth in the Utah Constitution, state law, county or municipal ordinance, or other powers specifically given to them; nor does the Commission have superseding authority over other government entities and jurisdictions; nor does the Commission have the authority to require alterations of duly adopted plans or decisions of any agency or jurisdiction.—

(2) The Commission may not limit or otherwise affect a municipality's authority with respect to development on land within the jurisdiction of the municipality or to protect its watershed through extraterritorial jurisdiction.—

—~~(3)~~—The Commission may not limit or otherwise affect a county's authority with respect to the development on land within the jurisdiction of the county.—

(4) The Commission may not limit or otherwise affect the taxing authority or tax revenues of any governmental entity.—

(5) The Commission may not impose a tax, fee, or other revenue stream unless the tax, fee, or other revenue stream is approved by the legislative body of each Member.

~~(5)(6)~~ The Commission may not limit or otherwise affect the protection of the watershed of the Project Area.—

(7) The Commission may not exercise the powers set forth in sections (B){2}, (B)(9) or (B)(10) of this Article VI without first notifying the legislative body of each Member.

ARTICLE VII

THE MOUNTAIN ACCORD STAKEHOLDERS COUNCIL

A. Organization. The Board shall empanel an advisory body to the Board known as the "Mountain Accord Stakeholders Council," which shall include 28-35 Stakeholders.—

(1) The Council shall be appointed by the Board.

(2) The Board shall appoint a Chair and a Vice-Chair of the Council, who shall serve two-year terms that expire on June 30, or until their successors are appointed.—

(3) Council Membersmembers will serve for a four-year term ending on June 30th; however, at the first meeting of the Council, half of the Council Membersmembers will be

assigned a two-year term by the Chair. Those ~~receiving two~~receivingtwo-year terms may be candidates for a subsequent four-year term at the expiration of their initial terms expiring on the first June 30th that is at least two years after-

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their appointment so that every two years approximately half of the Council ~~Members~~member slots will be designated for new four-year terms. There will be no restriction on the number of terms a Council ~~Member~~member may serve. The Council may provide the Board with a list of recommended replacements when there is a need for replacements.-

~~(3)(4)~~ Council ~~Members~~members may not receive compensation or benefits for their service on the Council.-

~~(4)(5)~~ Council ~~Members~~members may be removed by the Board for such cause as the Board deems appropriate.-

B. Objectives of the Council.

(1) The Council is advisory to the Board.

(2) Council meetings are subject to the Utah Open and Public Meetings Act.-

(3) The Council will meet as frequently as they choose; however, at least once a year they will meet in a public, noticed meeting of the Board to report on the Council's activities and future work.-

(4) Commissioners may attend or may send a designee to participate in Council meetings.

(5) Council members are expected to attend Council meetings if at all possible.

(6) Council members may assist the Commission by communicating regularly with residents, interested parties, associations, networks and associates about Commission actions, projects, and Council meetings and work groups.

(7) Councilmembers agree to:

~~(a)~~ Support a consensus-based process for issues impacting the Project Study Area.

~~(a)(b)~~ Share information.

~~(b)(c)~~ Be collaborative and allow others to express their opinion and viewpoint.-

~~(8)~~ The Council may consult with the Board and/or with Commission staff and its-

consultants with respect to the technical aspects of the Commission's work and provide expertise and resources to inform the Commission's decision making.-

~~(8)~~(9) The Council may gather information, conduct fact-finding, counsel together, provide analysis, conduct feasibility studies, and otherwise collaborate with broader constituencies with interests in the Project Area in order to make suggestions, recommendations and proposals to the Board and the Commission's staff and consultants. The Council may consult with the Board and/or with Commission staff and its consultants with respect to the technical aspects of the Commission's work.

ARTICLE VIII

FINANCING AND BUDGET; DISPOSITION OF ASSETS; INSURANCE

A. Annual Budget.-

— The Board shall adopt annually a budget for the Commission for the next fiscal (July 1-- June 30) year which shall set forth in reasonable detail the Commission's revenues and receipts as well as its operating, capital and administrative expenses, together with such other information as shall be necessary or desirable in connection with the Commission's operations. The Board may revise and amend each annual budget during the course of that budget year to the extent necessary or desirable.-

B. Voluntary Appropriations by the Members.-

— Pursuant to the Act and in addition to any contractual obligations that may be undertaken by any of the Members pursuant to a loan agreement, financing agreement or other agreement with the Commission, each of the Members may appropriate funds, supply tangible or intangible property and provide personnel and services to the Commission to the extent permitted by law to enable or assist the Commission in the accomplishment of its purposes.

C. Insurance.-

(1) Each Member shall be solely responsible for providing ~~(i)~~**(ia)** workers compensation coverage for its agents, representatives, officers, employees, or contractors as required by law, and ~~(ii)~~**(ib)** insurance, including self-insurance, in an amount at least equivalent to the governmental immunity limits prescribed by State law, to cover liability arising out of such Member's negligent acts or omissions under this Agreement.-

(2) The Commission shall purchase insurance, independent of the insurance maintained by each Member, to provide protection for the Commission's operations including, but not limited to ~~(i)~~**(ia)** insurance to cover the liability arising out of its negligent acts and or omissions, ~~(b)~~ worker's compensation insurance for its agents, representatives, officers, employees, or contractors, as required by law, and ~~(iii)~~**(ic)** directors and officers liability insurance.

ARTICLE X

WITHDRAWAL, TERMINATION AND DISSOLUTION

A. Withdrawal.

(1) No Member that is a party to an existing obligation to the Commission may withdraw from the Commission while and so long as any obligations of the Commission are outstanding that are secured or payable, in whole or in part, from the amounts payable by such Member under any written agreement with the Commission.-

(2) Any Member that is not a party to any written agreement with the Commission may withdraw as a Member of the Commission at any time without the consent of the Commission, provided that the withdrawing Member shall file notice of withdrawal with the Board at least 90 days before the intended effective date of withdrawal.- Any withdrawn Member-

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shall remain obligated to the Commission for any liabilities imposed by law or that arose from facts or circumstances occurring during that Member's tenure on the Commission.

B. Termination. The Commission may terminate the membership of any Member that is not a party to any existing payment agreement with the Commission only upon ~~the unanimous vote of the Commissioners from the Organizing Members and the two-thirds~~ majority vote of all Commissioners then serving on the Board; provided that such Member shall have been given at least 60 days' prior written notice of the proposed termination and an appropriate opportunity to respond to the Board concerning the proposed termination. Any such termination shall be effective 90 days after the Board files with the governing body of such Member a certified copy of the Board's resolution effecting such termination.-

C. Treatment of Contributions Upon Withdrawal or Termination. Upon withdrawal of any Member or termination of the membership of any Member, all amounts theretofore paid or contributed by such Member shall be and remain the property of the Commission and no part thereof shall be refunded to the withdrawn or terminated Member.

D. Dissolution. Upon final payment and upon the complete performance or satisfaction of performance by the Commission and its Members of all contracts entered into in connection with work of the Commission, this Agreement shall terminate upon adoption of a resolution of the Board providing for such termination which is approved by the ~~unanimous vote of the Commissioners from the Organizing Members and the two-thirds~~ majority vote of all Commissioners then serving on the Board. Any remaining net assets of the Commission shall be distributed among the then Members pro rata based on prior contributions or upon such other basis as the Board shall determine to be fair and equitable at the time.-

ARTICLE X

AMENDMENTS AND SUPPLEMENTS

A. Amendments. ~~Except as otherwise required by the Act, this~~ This Agreement may be amended from time to time upon the ~~unanimous vote of the Commissioners from the Organizing Members and the two-thirds~~ majority vote of all ~~Commissioners then serving on~~ serving on the Board, ~~and approval by the legislative body of each of the Members.~~

B. Supplement for Additional Members. This Agreement may be supplemented from time to time to add Additional Members as provided in Article V, above. ~~No approval of the governing bodies of the then current Members (i.e., excepting the new Additional Member) shall be required to approve any such supplement to this Agreement.~~

ARTICLE XI

DISPUTE RESOLUTION-

A. Dispute Resolution. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") will be resolved as follows:

(1) The Members will endeavor for a period of one month to resolve the Dispute by negotiation, including by scheduling face-to-face meetings with representatives of the Members.

(2) If negotiations are unsuccessful, the representatives of the Members will, at the request of any other Member, attempt to mediate the Dispute before a mutually acceptable

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mediator. The mediation will be completed within two months of the request for meditation unless the requesting Member extends the period in writing.

~~(2)(3)~~ Dispute is not successfully mediated, the Members may pursue any available remedies in District Court for the State of Utah.

ARTICLE XII

MISCELLANEOUS

A. Members not Partners. The Members shall not be deemed to be partners, joint ventures or associated in any manner that obligates any Member for the obligations, defaults or miscarriages of any other Member or of the Commission.

B. Governing Law. This Agreement shall be construed under and in accordance with the Act and the laws of the State of Utah.

C. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

D. Severability. Should any term or provision of this be determined to be illegal, void or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed to be severed from this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected; provided, however, that in lieu of such illegal, invalid, or unenforceable provision, the Organizing Members shall negotiate in good faith to formulate a substitute, legal, valid, and enforceable provision that most nearly implements the Organizing Members' intent in entering into this Agreement, and this Agreement shall be deemed so amended upon the unanimous vote by the Commissioners from the Organizing Members and the two-thirds majority vote of all Commissioners then serving on the Board.

E. Governmental Entities. The Commission and the Members are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63, Chapter 7 of the Utah Code Annotated (the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Commission and the Members are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Commission and the Members do not waive any defenses otherwise available under the Immunity Act, nor does any Member or the Commission waive any limits of liability currently provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

F. Additional Interlocal Act Requirements. In satisfaction of the requirements of the Act, and in connection with this Agreement, the Members further agree as follows:

- (1) This Agreement shall be approved by each Member pursuant to Section 11-13-202.5 of the Act;

- |
- (2) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Member, pursuant to Section ~~11~~ 13-202.5 of the Act;

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(3) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Member, pursuant to Section 11-13-209 of the Act;

(4) Except as otherwise specifically provided herein, each Member shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

G. Authorization. Each of the Members represents and warrants to the others that the warranting Member has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Member.

H. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

I. Representation and Warranties.

(1) Each Member represents and warrants that it is a public agency and political subdivision of the State and is authorized to enter into this Agreement and to carry out its obligations under this Agreement and that the execution and delivery of this Agreement does not violate under any law, order, regulation, or rule to which such Member is subject or give rise to a default under any contract or other agreement to which such Member is a party.

(2) Each Member represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Member is a party or to which any of its property is subject which, if determined adversely to the Member, would individually or in the aggregate affect the validity or the enforceability of this Agreement with respect to the Member, or otherwise materially adversely affect the ability of the Member to comply with its obligations under this Agreement.

— DATED effective the date first-above written.

[Signature pages follow]

EXHIBIT A

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Signed this _____ day of _____ 2017.

SALT LAKE COUNTY

Its: _____

Approved as to Legal Form

Zach Shaw Zach Shaw
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1)(1) MOUNTAIN ACCORD

THE ACCORD
July 13, 2015

The Central Wasatch mountain range is beloved by those of us who live along both sides of its ridge line. We hike, we bike, we ski, we discover wildlife, we ramble and amble and find solitude amid one of the world's most spectacular backyards. And even as these mountains are a source of peace and spiritual renewal, they are also our source for water and, literally, the reason life is possible in Utah's arid climate.

Amid threats from population growth, development pressures, and piecemeal decision-making, we know that we need to take action now to ensure we have clean water, a thriving economy, and an exemplary quality of life — not only for current generations, but for those that come after us. The time has come to truly consider the future of this precious landscape.

To that end, this Mountain Accord agreement (the 'Accord') represents the culminating commitment of more than 20 organizations who, through a voluntary, multi-year, public, consensus-based planning process agree to proceed with a suite of actions designed to ensure that future generations can enjoy all the activities we do today, while preserving our watershed and natural environment. Over the past few decades more than 80 studies have partially examined the Wasatch but until now, no effort has built a comprehensive plan that sees the forest for the trees. We the signers intend the Accord to influence future, local, regional and statewide planning and to initiate efforts to enact meaningful protections and preservations for the Central Wasatch in the face of growing pressures on this beloved mountain range. The actions proposed in the Accord will remain transparent and engage the public, and follow regional planning, National Environmental Policy Act (NEPA), and other applicable requirements.

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WHEREAS, the Central Wasatch Mountains are a treasured natural resource and we, the signers of this Accord, place a high value on the natural environment, wilderness qualities, watershed health, and aesthetics of these mountains;

WHEREAS, the Central Wasatch Mountains are the primary source of drinking water for Utah's growing urban populations and are the reason the region flourishes in Utah's arid climate;

WHEREAS, the Central Wasatch Mountains are a vital ecological unit and policies governing the unit should work together in harmony, not diverge from one another, in the interest of improving the health of the land and our watersheds;

WHEREAS, the mountain environment offers diverse recreational experiences that promote active lifestyles and enhances quality of life in the region;

WHEREAS, the Central Wasatch Mountains are an invaluable asset to the local and state economies, a beloved amenity for residents and companies that choose to locate in the region,

and a key component of Utah's tourism industry;

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WHEREAS, population growth, recreation use, traffic congestion, economic development pressures, land-use conflicts, and piecemeal and fragmented decision-making processes threaten the future health and viability of the mountains;

WHEREAS, the Mountain Accord process was established by a Program Charter in February 2014 to make integrated and critical decisions regarding the future of Utah's Central Wasatch Mountains;

WHEREAS, the Utah State Legislature passed a resolution in 2012 supporting the evaluation, through a public process, of year-round transportation solutions to serve multiple recreation uses in the mountains (SCR 10) and the Mountain Accord process and other efforts that have been conducted since that time reflect the current sentiments on the issues the legislature raised;

WHEREAS, the Program Charter established the Executive Board (refer to Attachment 1: Executive Board Membership) as a consensus-based body comprised of representatives from local governments, Utah state government and legislature, federal agencies, and private business, environmental, and recreation interests;

WHEREAS, the Program Charter defined the geographic area for Mountain Accord as portions of Salt Lake County, Summit County, and Wasatch County, bound on the west by the existing transportation backbone in the Salt Lake Valley (Salt Lake International Airport, FrontRunner Commuter Rail line, TRAX North-South light rail line, and I-15), on the east by Park City, on the north by Parley's Canyon, and on the south by Little Cottonwood Canyon;

WHEREAS, the Mountain Accord effort has placed a high value on public engagement, transparency, and the participation of all stakeholders;

WHEREAS, the Mountain Accord effort has engaged commercial interests and private property owners as willing participants;

WHEREAS, the Executive Board brought together more than 200 stakeholders and experts to consider future trends, visions, and goals and to create a "Blueprint" for the Central Wasatch Mountains;

WHEREAS, the Executive Board published the proposed "Blueprint" for the Central Wasatch Mountains for public comment and conducted an extensive process to collect feedback;

WHEREAS, public feedback reflected a desire to protect the integrity of this iconic landscape for its ecological values and outstanding opportunities for dispersed and commercial recreation; and

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J\A\I MOUNTAIN ACCORD

WHEREAS, the Executive Board received and incorporated public comment into this Accord document, which replaces the proposed Blueprint and memorializes the final consensus recommendations of the Executive Board.

Now, therefore, the undersigned signers of this Accord agree as follows:

AGREEMENT

1. PURPOSE OF ACCORD

- 1.1. The Accord represents the consensus positions of the Mountain Accord Executive Board and undersigned parties (the signers of the Accord). It serves as a formal recommendation and documented reference for current and future decision makers at the private, local, state, and federal level.
- 1.2. The intent of the Accord is to benefit current and future generations by establishing an integrated, comprehensive, landscape-scale framework for the future of the Central Wasatch Mountains that provides for the long-term protection of the region's water, lands, environment, recreational opportunities, and economic prosperity. The signers of the Accord support a transportation system that serves these values.
- 1.3. The signers of the Accord agree to pursue federal action for land designations, land exchanges and transit/transportation solutions. The Accord signifies unanimous support for passage of a comprehensive compromise conservation package that can only be carried out by U.S. Congress.
- 1.4. It is recognized by all signers of this Accord that while federal actions may occur, there are conditions outlined in the Accord that are needed to achieve the federal outcomes.
- 1.5. The signers agree to support the Accord and to work diligently and in good faith to accomplish the actions recommended in the Accord – both as a whole and within our respective jurisdictions.
- 1.6. The signers of this Accord recognize that many of the actions recommended in this Accord are subject to rigorous analysis and public review pursuant to the National Environmental Policy Act (NEPA), and other state, local, or private decision-making processes. The decision-making authority for actions that require NEPA lies with the applicable federal agencies.
- 1.7. Specifically, the signers of the Accord seek:
 - 1.7.1. A natural ecosystem that is conserved, protected and restored such that it is healthy, functional, and resilient for current and future generations.
 - 172 A recreation system that provides a range of settings and accommodates current and increasing demand by encouraging high levels of use at thoughtfully designed locations (nodes) with convenient access, while protecting solitude, nature, and other backcountry values.
 - 173 A sustainable, safe, efficient, multi-modal transportation system that provides year-round choices to residents, visitors and employees; connects to the overall

regional network; serves a diversity of commercial and dispersed recreation uses;
is integrated within the fabric of community values and lifestyle choices; supports

July 13, 2015

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AtV MOUNTAIN ACCORD

land-use objectives; and is compatible with the unique environmental characteristics of the Central Wasatch.

- 174** Broadly shared economic prosperity that enhances quality of life and preserves natural and scenic resources and infrastructure that is attractive, sustainable, and provides opportunity for visitors and residents.

2. INTENDED OUTCOMES

The signers of this Accord seek the following outcomes:

- 2.1. To protect watersheds and ensure existing and future culinary water resources are reliable and of high quality. To preserve lands that provide critical terrestrial and aquatic habitats, corridors for wildlife, natural and scenic values, and recreational opportunities and to restore degraded lands.
- 2.2. To designate certain U.S. Forest Service lands in the study area for additional federal protections, as shown on Attachments 3 and 5 (existing conditions are depicted on Attachment 2). To bind ski resorts on public land within the federal designation as shown on Attachment 5: Intended Outcomes.
- 2.3. To reduce the patchwork nature of public and private land ownership so that U.S. Forest Service is managing undeveloped rather than developed lands. To consolidate U.S. Forest Service lands, to obtain inholdings, and to transfer privately held upper watershed lands with environmental and recreation values into public ownership.
- 2.4. Clustered Nodes**
 - 2.4.1. To encourage development patterns that reduce sprawl and preserve open space, sensitive environments, community character, and quality of life in the mountains.
 - 2.4.2. To focus future development in urban areas near transit corridors, specifically in those areas identified by the Wasatch Choice for 2040 and Wasatch Back Choice for 2040 vision efforts (shown as Economic Centers on Attachment 7).
 - 2.4.3. To limit additional mountain development in the Cottonwood Canyons to clustered nodes within existing disturbed areas at the bases of the existing ski areas. The signers of the Accord recognize the rights of private property owners to develop their property as prescribed by existing local laws and ordinances. An estimate of development units planned prior to the Mountain Accord effort is shown on Attachment 6: Resort Area Development.
 - 2.4.4. To the extent mountain property is developed, the signers of the Accord agree to promote development with the following characteristics:
 - thoughtfully designed to complement the natural setting and maintain open spaces,
 - compatible with the communities as defined in local land-use plans and ordinances, and
 - focused around transit stations to encourage walking, biking, and transit use, and to reduce single-occupancy automobile use.
 - 2.4.5. To seek plans, ordinances, and policies that support the land use intentions and intended

outcomes outlined in this section for the Cottonwood Canyons through cooperation with local land use authorities, environmental organizations, property owners, and other

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interested parties.

- 2.5. To design a balanced recreation system with a wide variety of recreational opportunities for residents and visitors that will reduce the degradation of natural resources caused by such uses. To focus recreation infrastructure at strategically located and designed nodes, to provide convenient access at these nodes, and to accommodate and manage growth in recreation uses. To integrate trail access with transit solutions.
- 2.6. To create transportation connections between the economic and population centers in the urban areas and the recreation destinations in the Central Wasatch Mountains that support the environmental, recreation, and economic goals of the Accord and serve residents, employees, and visitors. Such transportation connections should increase transit use, walking, and biking and decrease single-occupancy vehicle use. To focus transit improvements in locations that are compatible with the unique environmental character of the Central Wasatch Mountains.
- 2.7. To plan and implement transportation solutions in the canyons with the goal of reducing risks associated with avalanches, winter weather, rockslides, incidents, and other hazards and to improve emergency response capabilities and evacuation routes.

3. AGREED-UPON ACTIONS

- 3.1. To achieve the outcomes described above, the signers of this Accord agree to pursue a comprehensive and interdependent package of actions including land exchanges, land designations, transportation improvements, environmental monitoring, and other actions, as described in the remaining sections. Because the following actions are interdependent, the signers recognize that removal, additions, or alteration of individual actions may warrant re-negotiation.

3.2. FEDERAL LAND DESIGNATION AND ASSOCIATED CONDITIONS

- 3.2.1. The signers of this Accord agree to support and pursue a new federal land designation for the land shown on Attachment 5: Intended Outcomes. The federal designation will provide special protections against development and environmental degradation for U.S. Forest Service land and any private land transferred into federal ownership within the boundary shown on Attachment 5. The federal lands within this boundary total approximately 80,000 acres. Options for the federal land designation could be National Recreation Area, National Monument, or Conservation Management Area (all requiring designation by U.S. Congress). It is intended the federal lands will continue to be managed by the U.S. Forest Service.
- 3.2.2. The federal land designation will specifically prohibit expansion of ski areas onto public lands beyond the resort area boundaries shown on Attachment 5: Intended Outcomes. The ski areas will support the land designation actions, and will not seek to further expand their respective footprints onto public land within the federal designation area shown on Attachment 5.

3.2.3. The signers of this Accord recognize that the federal land designation and the land exchange will require federal action, and have drafted federal legislation proposing these

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actions. The signers agree to continue work on the draft legislation and to formally approve the proposed legislation language through the Mountain Accord Executive Board consensus process. The signers of the Accord request that the U.S. Congress introduce the federal legislation as soon as possible; and the desired outcome is for legislation to be enacted before the end of the 2016 calendar year.

- 3.2.4. The federal legislation may establish new wilderness areas as recommended by the Executive Board.
- 3.2.5. The signers of this Accord anticipate growth in year-round use of the ski areas and expressly support changes to recreation infrastructure (e.g., lifts, trails, etc.) that respond to changes in demand within the ski areas' respective U.S. Forest Service Special Use Permit boundaries. The signers recognize such changes would be managed through standard permit processes. Land transferred to U.S. Forest Service ownership within the Special Use Permit boundary will be managed according to the Special Use Permit.
- 3.2.6. The signers of this Accord agree to carry out land designation actions, including the adjustment to wilderness boundaries identified on Attachment 3, in a manner that will preserve transportation alternatives and not prejudice the NEPA process.
- 3.2.7. Transit infrastructure, transit stations and associated public amenities (such as restrooms), trails, and trailheads may be considered within the new federal designation and on the lands exchanged into public ownership, in locations consistent with intended outcomes and Mountain Accord vision and goals.
- 3.2.8. Nothing in the Accord is intended to limit the Utah Department of Transportation from providing avalanche control and maintenance activities on current and future transportation facilities.

3.3. LAND EXCHANGE

- 3.3.1. The signers of this Accord recommend that the U.S. Forest Service initiate, in accordance with NEPA requirements, the land exchange concept as shown on Attachments 3 and 4. The signers recognize that land exchanges are subject to valuation, land, title, and boundary descriptions, and mitigation analyzed in the NEPA process.
- 3.3.2. For lands currently in U.S. Forest ownership that would be transferred into private ownership, the signers of this Accord recognize that the U.S. Forest Service must receive 100 percent of the value of the transferred federal lands on a value-for-value basis for each ski area. At least 75 percent of the value of the federal lands must be in the form of private land transferred into federal ownership. Up to 25 percent of the value of the federal lands may be in the form of monetary payments.

3.4. ALTA LAND EXCHANGE

- 3.4.1. The Alta Ski Lifts Company agrees to proceed with the exchange of the following lands (shown on Attachments 3 and 4): approximately 603 acres of Alta Ski Lifts Company land

(including but not limited to parcels in Emma Ridge, Grizzly Gulch, and Devil's Castle) in exchange for approximately 160 acres of U.S. Forest Service land situated at the base of

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the ski area.

- 3.4.2. The signers of this Accord understand that the Alta Ski Lifts Company-U.S. Forest Service land exchange may only be executed after the NEPA process is complete and is dependent upon valuation, land, title, and boundary descriptions; and mitigation.
- 3.4.3. Alta Ski Lifts Company's commitment to exchange its private land with the U.S. Forest Service is conditioned upon:
 - Transit improvements (including a tunnel or other type of connection between Little Cottonwood Canyon and Big Cottonwood Canyon) that resolve transportation problems and improve avalanche control and safety in Little Cottonwood Canyon. The consideration of such a transit project will be subject to NEPA and other requirements.
 - Approval to build a 100-room hotel (anticipated to be contained in one building) and eight commercial/retail shops in support of a transit station. The conditions outlined by Alta Ski Lifts Company do not bind current or future Town of Alta councils or administrations.
 - Provision of culinary water for a 100-room hotel and eight commercial/retail shops in support of a transit station.
- 3.4.4. The signers of the Accord agree to work in good faith toward a transit system and associated public amenities (such as public restrooms) for summer and winter visitors, including a dispersed-user trailhead, consistent with Mountain Accord intended outcomes. A transit system and/or station could be located on base-area land obtained in the exchange, subject to the NEPA process. A portion of the water referenced above (e.g., the eight commercial/retail shops) will be used for such public amenities.
- 3.4.5. Salt Lake City agrees to provide additional culinary water for the purpose of up to a 100-room hotel to be operated by Alta Ski Lifts Company and eight commercial/retail shops supportive of a transit station to be operated by Alta Ski Lifts Company. Salt Lake City agrees to provide additional snowmaking water to Alta Ski Lifts Company. For Salt Lake City, the provision of this additional culinary and snowmaking water is contingent upon:
 - widespread and permanent protection of federal lands in Salt Lake City's municipal watersheds,
 - transfer of privately held parcels into federal ownership and permanent protection as described in this Accord, including those privately held parcels in Grizzly Gulch,
 - no future ski resort expansion as defined in Section 3.2.2, and
 - Salt Lake City's completion of legal review.
- 3.4.6. Under the current conditions, the Town of Alta supports a federal land exchange between the Alta Ski Lifts Company and the U.S. Forest Service provided the following conditions are met:
 - Decisions regarding the land exchange and transportation improvements in Little Cottonwood Canyons are made together. If transportation solutions fail to proceed, the Town of Alta may withhold its support of a federal land exchange between Alta Ski Lifts Company and the U.S. Forest Service. Commitment from Alta Ski Lifts

Company to work with the Town of Alta, existing base area property owners, and the public to maintain access to public lands for ski area use, trails, business

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operations, parking, and other existing private uses, even if the resort and transit facilities are reconfigured.

- Commitment from Alta Ski Lifts Company that base area land dedicated for public purposes such as transit, public facilities, trailheads, and community spaces, etc. may be deeded to public bodies responsible for managing those uses, with appropriate deed restrictions, pending the outcome of comprehensive land use and transportation planning.

- 3.4.7. Future development on lands to be acquired by Alta Ski Lift within Town of Alta boundaries is subject to Town of Alta zoning and land-use regulations. The Town of Alta recognizes that at this time the current zoning and General Plan do not anticipate this potential change in land ownership, and do not include all lands proposed for exchange from U.S. Forest Service ownership to Alta Ski Lift ownership in the plan's identified commercial core. If/when such transfer takes place, the Town of Alta will work collaboratively with the Alta Ski Lifts Company, existing private property and lodging owners in the ski base area, and the public to undertake a General Plan and zoning update.
- 3.4.8. Although the current Town Council and Planning Commission cannot bind future administrations, it is anticipated that any new zoning or land-use permits would be consistent with Mountain Accord intended outcomes and existing land-use patterns in the base area and would support a thriving commercial center for all base area business owners. The Alta Ski Lifts Company and the Town of Alta desire and intend to promote enhanced public facilities for use by Alta residents and visitors, while maintaining the natural character and open space characteristics that define the area now, and the continued vitality of established Town of Alta businesses.
- 3.4.9. A ski lift option on Flagstaff would be eliminated upon installation of an acceptable alternate avalanche control program replacing artillery in the area.
- 3.4.10. Transit Improvements in Little Cottonwood Canyon may occur without the Alta Ski Lifts Company land exchange if Alta Ski Lifts Company's conditions cannot be met (as described in this section). In this situation, there may still be a public need for a transit station and associated amenities, and the Town of Alta would likely need additional culinary water to sustain these purposes. As such, if the Alta land exchange is not implemented, Salt Lake City agrees to work with the Town of Alta to provide culinary water for a transit station and associated amenities, with the following conditions:
- Additional water will be used to facilitate transit station improvements that include, by way of example, public restrooms and up to eight commercial uses to facilitate public needs;
 - Transit station improvements will be designed in an environmentally sensitive manner to avoid watershed impacts; and
 - Salt Lake City completion of legal reviews.

3.5. SNOWBIRD LAND EXCHANGE

3.5.1. Mountain Accord respects each jurisdiction's authorities and desires with respect to land actions. Snowbird has proposed land actions in Salt Lake County and Utah County. The

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signers of the Accord are not taking a position on the land proposal as it relates to Utah County until such time as Utah County agrees to any lands action in Utah County. Cooperation and collaboration between Salt Lake County and Utah County interests is important to avoid disparate approaches on this important issue.

3.5.2. For the Snowbird lands proposed to be exchanged in Little Cottonwood Canyon, the following conditions apply:

- Salt Lake County will develop a resort zone to better define development at the Snowbird base area in accordance with Mountain Accord intended outcomes (recognizing Snowbird's existing approved master plan and associated entitlements).
- Salt Lake City will provide additional snowmaking water to Snowbird if Snowbird (under any conditions) transfers the Identified approximate 1100 acres to the U.S. Forest Service and the lands become part of the permanently protected federal designation.
- The right to perform avalanche safety control by (especially above Snowbird and Town of Alta) will be preserved.

3.6. SOLITUDE LAND EXCHANGE

3.6.1. Solitude Resort (referred to as 'Solitude' and owned by Deer Valley Resort) agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 240 acres of Deer Valley's land located in the upper Big Cottonwood watershed in the Hidden Canyon/Guardsman Road area for approximately 50 acres of federal lands around the Solitude base area and an approximate 15-acre expansion of Solitude's special use permit to allow for relocation of the Honeycomb chair lift in lower Honeycomb Canyon.

3.6.2. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Solitude.

3.6.3. The proposed federal designation will protect current dispersed recreation uses and watershed values and limit the potential for further ski area expansion in Silver Fork Canyon.

3.6.4. The Honeycomb lift extension will be subject to a NEPA process if and when Solitude makes an application. The NEPA process will consider a range of alternatives to meet the desired needs of Solitude while protecting backcountry experiences in Silver Fork. Specifically, uphill access to backcountry areas in Silver Fork Canyon will not be inhibited.

3.6.5. Recognizing there is no official winter parking for Silver Fork Canyon, Solitude commits to improving access conditions for backcountry recreationalists consistent with transportation options considered in the Cottonwood Canyons NEPA process.

3.6.6. It is recognized that the currently proposed SolBright lift referred to in the U.S. Forest Service Record of Decision 2003 could provide an unacceptable, higher-level of access to the Wolverine area. Recognizing this, Solitude and Brighton Mountain Resort will work with the U.S. Forest Service, representatives from the environmental community, and Salt Lake City to identify an alignment that would dramatically limit or virtually

eliminate that access and would still provide a connection via chairlift from Brighton Mountain Resort to Solitude. Salt Lake City agrees to pursue such an alignment

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assuming all permits and environmental/water quality protections would be in place.

- 3.6.7. Formal permission from Salt Lake City would need to be obtained if new lift alignments traverse Salt Lake City watershed parcels or if Solitude's expansion contains Salt Lake City watershed parcels.
- 3.6.8. Salt Lake City and Salt Lake County agree to provide flexibility in terms of where Solitude places its remaining 120 hotel rooms to support transit use consistent with Mountain Accord intended outcomes. Specifically, sewer and water units can be moved within the resort's base area to accommodate development patterns consistent with Mountain Accord intended outcomes.

3.7. BRIGHTON LANDEXCHANGE

- 3.7.1. Brighton Mountain Resort ('Brighton') agrees to proceed with the exchange of the following lands and actions (shown on Attachments 3 and 4): approximately 200 acres of Brighton's land, located in the upper watershed for approximately 15 acres of U.S. Forest lands around the Brighton base area and a 100 to 170 acre expansion of Brighton's special use permit in Hidden Canyon.
- 3.7.2. Any future lift servicing Hidden Canyon would be designed to return recreationists to the Great Western lift area.
- 3.7.3. Once the land exchange described above is completed, Salt Lake City will provide additional snowmaking water to Brighton Ski Resort.
- 3.7.4. The signers of this Accord agree to work in good faith toward a transit station and associated public amenities for summer and winter visitors consistent with Mountain Accord intended outcomes. Salt Lake City agrees to work with Brighton to allow culinary water to be used to support public transit station improvements, contingent on completion of legal review, and provided that transit station improvements serve public purposes and are designed in an environmentally sensitive manner to avoid watershed impacts.

3.8. LAND ACQUISITION PROGRAM

- 3.8.1. The Executive Board will create a coordinated, comprehensive program for the acquisition of private lands with environment and recreation values within the study area. It is the intent of Mountain Accord to work with willing sellers. Where appropriate, the Executive Board will work with, and provide support to coordinate funding for local land trusts to acquire and preserve private lands.

3.9. TRANSPORTATION

- 3.9.1. In order to achieve the outcomes described in Section 2, the signers of this Accord agree to the steps related to transportation outlined in Sections 3.10 to 3.13. Attachment 7:

Transportation Connections shows key transportation corridors.

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3.10. COTTONWOOD CANYONS

- 3.10.1. The signers of this Accord will request that the applicable federal agencies initiate the NEPA process to study public transportation alternatives that better connect the Salt Lake Valley and the Cottonwood Canyons. All decisions about such alternatives will be subject to NEPA procedures. Nothing in this agreement is intended to prejudice or circumvent the NEPA process.
- 3.10.2. The NEPA process may use the outcomes of the Mountain Accord analysis and the results of numerous previous studies that identify transportation issues in Big and Little Cottonwood Canyons as a starting point.
- 3.10.3. The signers of this Accord express their mutual preference for alternatives that connect to the existing regional public transportation system, and that incentivize public transit, walking and biking to and in the Cottonwood Canyons.
- 3.10.4. The signers of this Accord recommend considering alternatives that dis-incentivize single-occupancy vehicle access to and in the Cottonwood Canyons. Specific options could include but are not limited to: recreation fees, congestion pricing, ski resort parking fees, U.S. Forest Service parking fees, tolling, single-occupancy vehicle restrictions, and elimination of roadside parking in the canyons. Any such options should be regionally coordinated and integrated with transportation alternatives considered in the NEPA process.
- 3.10.5. In addition to the dis-incentives to single-occupancy vehicle use described above, the signers of this Accord recommend that the NEPA process also consider the following:
- bus or rail transit improvements on the Fort Union corridor, the 9400 South corridor, Wasatch Boulevard, and Little Cottonwood Canyon;
 - improved year-round transit service on the existing roadway in Big Cottonwood Canyon;
 - a potential non-auto tunnel connection between Big Cottonwood Canyon and Little Cottonwood Canyon;
 - options that improve the cycling and pedestrian environments in Big Cottonwood and Little Cottonwood Canyons and in the approaches to the canyons; and
 - public transit stations and associated amenities that are thoughtfully designed to complement the natural setting of the Canyons, and to encourage biking, walking, and transit use.
- 3.10.6. The signers of the Accord recommend that the NEPA process fully consider bus-based transit alternative(s) that do not require major construction, and that equal consideration be given to low-impact options versus options that could require major construction. The signers also recommend that alternatives that do not connect the canyons be given equal consideration to those alternatives that do connect the canyons (for example, a tunnel). Any alternatives that include cross canyon connections will

include an evaluation of environmental consequences such as increased usage, increased commercial opportunity, impacts to dispersed recreation, and impacts to water resources.

3.10.7. The signers of this Accord understand that NEPA requires a full analysis of alternatives

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and environmental impacts. Subject to NEPA analysis, the signers of this Accord agree that trams, ski lifts, or other aerial modes are not recommended. Similarly, alternatives that would create increased capacity for single-occupancy vehicles are not preferred transportation options (in the context of moving people in Little Cottonwood Canyon).

3.10.8. It is recommended the NEPA process address the following questions:

- To what extent should single-occupancy vehicles be restricted or charged with fees?
- Should the transportation alternative include an independent guideway? If so, should it be on the road, near the road, or in a separate alignment outside avalanche paths?
- How can the road and selected transportation alternative be protected from avalanches?
- How can parking needs be reduced for the various alternatives?
- How can we maintain convenient access points and reasonable cost for canyon users?

3.11. BIG COTTONWOOD TO PARK CITY

3.11.1. The signers of this Accord agree to further study the economic, transportation, community, and environmental detriments, benefits and impacts (both positive and negative) of a wide range of non auto-based options to connect Park City with Big Cottonwood Canyon. The study will include an analysis of carrying capacity for the broader Park City Community.

3.11.2. Summit County, Park City, Salt Lake County, Salt Lake City, U.S. Forest Service, the environmental community WFRC, and the Ski Resorts will develop a scope for further study and suggest next steps.

3.11.3. The study described above will be conducted through a local process (not a NEPA process) under the direction and control of the parties listed in Section 3.11.2 above. The signers of this Accord agree that the intent of this effort is to gather information and facts, and no party will have any obligation to act on the information gathered.

3.11.4. The signers of this Accord agree to actively support maintaining Guardsman Pass Road in its current management in winter (closed).

3.12. PARLEY'S CORRIDOR

3.12.1. With the goal of connecting economic centers and recreational nodes within the Wasatch Front and Back, the signers of this Accord agree to support an Alternatives Analysis to evaluate connections between the Salt Lake Valley and the greater Park City area. The Alternatives Analysis will consider modes, corridors and termini between Salt Lake City and Salt Lake County and the greater Park City area.

3.12.2. The intent of the Alternatives Analysis is to obtain concurrence on a Locally Preferred Alternative that more specifically addresses short- and long-term mobility needs on regional travel corridors, which may include, but are not limited to, 1-80, SR-224, SR-248,

US-40,Foothill Boulevard, 3300 South,and 1-215. It will also consider multi-modal bicycle and pedestrian connections,including regional trails. Upon adoption of a Locally Preferred Alternative by the affected jurisdictions,and if a federal action is identified, the signers of this Accord support initiating the NEPA environmental review process for

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proposed operational and infrastructure improvements with a subsequent goal of obtaining approval of a project that is consistent with Mountain Accord's vision and goals.

- 3.12.3. The Alternatives Analysis effort will include a review of wildlife corridors identified by the Environmental Dashboard or other related efforts and will consider opportunities to integrate safe passage of wildlife and other environmental mitigation into final recommendations.
- 3.12.4. A taskforce with representatives from Salt Lake City, Salt Lake County, Park City, Summit County, Utah Department of Transportation, Wasatch Front Regional Council, Utah Transit Authority, and potentially others will undertake this effort.

3.13. MILLCREEK CANYON

- 3.13.1. The signers of this Accord support piloting and potentially implementing a shuttle providing service in Millcreek Canyon, with service to start before the summer of 2017, as recommended by the Millcreek Canyon Transportation Feasibility Study completed in 2012. Incentives for using shuttle rather than private vehicles will be explored.
- 3.13.2. The signers of this Accord agree to work in good faith toward improvements to the road cycling and pedestrian environment in Millcreek.

3.14. TRAILS AND CYCLING

- 3.14.1. The signers of this Accord agree to support development and implementation of a comprehensive trail and cycling plan for the Central Wasatch Mountains.
- 3.14.2. The trail plan will:
- build on the Trails Implementation Plan developed by Trails Utah;
 - be developed in coordination with decisions regarding federal land designations (it could be included as a part of the U.S. Forest Service management plan);
 - contemplate a trail network that connects residents and communities, recreation nodes, and future transit stations; and
 - consider the overall balance and availability of multi-use trails and hiking-only trails, consider multiple user groups such as hikers, bikers, skiers, and climbers, and consider mitigation for user conflicts.
- 3.14.3. The road cycling plan will contemplate connections to recreation nodes and future transit stations and will address road cycling needs in Big Cottonwood Canyon, Little Cottonwood Canyon, Millcreek Canyon, and Parley's Canyon (including the approaches to each canyon).
- 3.14.4. Trail components recommended in the Trails Implementation Plan and hard surface road cycling facilities will be considered in the Cottonwood Canyons NEPA process and Parley's Corridor Alternatives Analysis.
- 3.14.5. The signers of this Accord agree to take immediate actions to support certain trail components that are ready for construction, including the Grit Mill trail and Utah

Olympic Park to Mid-Mountain Trail.

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3.15. NEPA PROCESS FOR COTTONWOOD CANYONS

- 3.15.1. The signers of the Accord recommend that the applicable federal agencies include the land exchanges and designations described in this Accord within the NEPA process described in Section 3.10 for the transportation alternatives in the Cottonwood Canyons.
- 3.15.2. The signers of this Accord, in accordance with the National Environmental Policy Act, support a NEPA process that is open, transparent, and comprehensive in scope, and an Environmental Impact Statement that is streamlined, public-friendly, and includes the existing conditions, goals, and relevant metrics developed through the Mountain Accord effort to the extent possible.
- 3.15.3. The signers of this Accord request that the federal agencies issue a Notice of Intent as soon as possible and with the goal that the NEPA process be completed before December 2016.
- 3.15.4. The signers of this Accord recommend that the NEPA decisions regarding transportation and land exchanges be made together, to ensure that land exchanges do not preclude or otherwise influence transportation alternatives.
- 3.15.5. It is recommended that either the NEPA process or a separate study analyze the capacity of the environmental resources (biological, flora, fauna, watershed) in the Cottonwood Canyons to remain healthy under increasing recreational use. The study should include an evaluation of the social capacity of recreation amenities such as trails to handle increasing use while maintaining a range of recreational experiences.

3.16. ENVIRONMENTAL MONITORING, ADAPTIVE MANAGEMENT, and RESTORATION

- 3.16.1. As recommended by the Mountain Accord Environmental Committee, an Environmental Dashboard will be developed and made available for integration into the NEPA decision-making process and other studies identified above. Actions identified above will include potential mitigation to improve environmental conditions as measured by the Dashboard. An Adaptive Management Plan will be developed that addresses changes in use and environmental conditions as measured by the Dashboard.
- 3.16.2. The Environmental Dashboard is the basis for development of a landscape-level restoration and mitigation plan that addresses watershed protection, contaminated soils/historic mining activities, lands with invasive weeds, impaired streams, roadside mitigation/stabilization, safe passage for wildlife, and other areas of the environment that are in a degraded condition.
- 3.16.3. The Environmental Sub-Committee developed the scope of work and will be initiated in Fall 2015.

3.17. GOVERNANCE AND FUNDING

3.17.1. In recognition of the challenges inherent in implementing an integrated set of actions across a large number of jurisdictions, and in accordance with the recommendations from the Recreation and Environment Committees, the signers of this Accord agree to study and consider options for continued multi-jurisdictional coordination, collaboration, and

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communication, including a potential governance structure that includes elected officials, or their designees, accountable to the public, that can facilitate achieving the intended outcomes of the Accord and adapt to changing circumstances.

- 3.17.2. The signers of this Accord agree to work together in good faith toward obtaining additional resources, including but not limited to, funding and authority necessary to prepare studies, perform environmental work, assist with year-round management and operations, safety, security, visitor services, environmental monitoring and restoration, purchase of private lands, trail development, and transportation solutions identified in this Accord. Management and operations could include improving sanitary conditions, mitigating erosion and compaction, controlling weeds, and mitigating the impacts caused by dispersed activities in sensitive wetland, riparian, and alpine ecosystems. The signers of this Accord agree to conduct an analysis of funding options and to identify funding solutions on a fiscally-constrained basis.
- 3.17.3. The signers agree that municipal authority to regulate watersheds on the Wasatch Front should be maintained. The signers agree that a regional approach to land use jurisdiction within the mountainous areas on the Wasatch Front (except for areas within existing municipal jurisdiction) should be maintained.
- 3.17.4. Mountain Accord decisions are consensus-based and do not supersede the authority of federal, state, and local jurisdictions. Local government signatories are encouraged to support the actions described in this Accord through zoning, general plans, or other available tools. However, local jurisdictions are not obligated to implement actions with which they are not in agreement. Disagreements should be disclosed to the Mountain Accord Executive Board.

3.18. PUBLIC ENGAGEMENT AND TRANSPARENCY

- 3.18.1. The signers of this Accord agree to continue to build upon public engagement efforts, to maintain public transparency, and to implement a disclosure procedure for conflicts of interest for future efforts.

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ATTACHMENT

1. Executive Board Membership
2. Existing Conditions
3. Proposed Federal Designation and Land Exchange
4. Land Exchange Detail
5. Intended Outcomes
6. Resort Area Development
7. Transportation Connections

INCORPORATED BY REFERENCE

- 1 Mountain Accord Program Charter
- 2 Mountain Accord Existing Conditions and Future Trendlines Report
- 3 Mountain Accord Vision, Goals, and Metrics
- 4 Mountain Accord Idealized Systems Reports
- 5 Mountain Accord Trails Implementation Plan

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