PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 9, 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, March 9, 2017.

CLOSED SESSION

1:30 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

3:00 p.m. Council Questions and Comments

3:15p.m. – Discuss City Employee Housing Policy PAGE 4

3:45 p.m. – Review 2016 Carbon Footprint for Park City's Municipal Operations PAGE 20

4:15 p.m. – Special Event Fee Reduction Update PAGE 29

4:45 p.m. – Discuss Construction and Development and Impact Fee Reduction Policy PAGE 51

5:15 p.m. – Discuss Parking Infrastructure Request for Proposal (RFP) PAGE 59

5:30 p.m. – 2017 Sundance Film Festival Debrief PAGE 63

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

- Park City Heights Sales Update PAGE 130
- 2017 Special Event Calendar Preview and Update PAGE 132
- Stormwater Inspections PAGE 140
- Anti-Freeze Additives in Fire Sprinkler Systems PAGE 142

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 9, 10, 13, 16 and 19, 2017 PAGE 146

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract with Mountain Land Supply Company, in a Form Approved by the City Attorney, for a Software License and Computer Resources Not to Exceed a Total of $121,511 in 2017 and Not to Exceed $40,000 Per Year in Software as Service Fees in 2018, 2019, 2020, and 2021; and Concurrently Authorize the City Manager to Execute the Sensus Advanced Metering Infrastructure Agreement, as Approved by the City Attorney PAGE 175

2. Request to Approve Resolution 04-2017, a Resolution Proclaiming March, 2017, as Park City Nutrition Month PAGE 203

VI. OLD BUSINESS

1. Consideration to Approve the Second Option Payment of $1,500,000 to Redus Park City LLC, for the Purchase of Bonanza Flats PAGE 209

(A) Public Input (B) Action

2. 2017 Legislative Update PAGE 214

VII. NEW BUSINESS

1. Consideration to Authorize the Mayor to Enter into an Interlocal Agreement between Park City and Summit County for Cost Sharing of the Electric Bike Share Program in the Amount of $300,000 in a Form Approved by the City Attorney PAGE 215

(A) Public Input (B) Action

2. Consideration to Authorize the City Manager to Enter into a Professional Services Agreement for Commissioned Art Between Park City Municipal Corporation and Mike Wong, Owner of Iko, LLC, for Public Art for the Interior of the PCMARC in a Form Approved by the City Attorney Not to Exceed $12,000.00 PAGE 253

(A) Public Input (B) Action

3. Consideration to Approve Resolution No. 05-2017, a Resolution Amending the Police Complaint Review Committee Policies and Procedures and Replacing Resolution No. 23-10 in Its Entirety PAGE 266

(A) Public Hearing (B) Action

4. Consideration to Continue an Ordinance Approving the Village at Empire Pass North Subdivision Plat, Located Within Pod "A" of the Village at Empire Pass Master Planned Development, Pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney PAGE 278

(A) Public Hearing (B) Continue to a Date Uncertain

5. Consideration to Approve Ordinance 2017-07, an Ordinance Approving the B2 East Subdivision Plat, Located at 9300 Marsac Avenue, Pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval, in a Form Approved by the City Attorney PAGE 280

(A) Public Hearing (B) Action

6. Consideration to Approve Ordinance No. 2017-08, an Ordinance Approving the Sorensen Plat Amendment Extension Request, Located at 422 Ontario Avenue, Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney PAGE 362

(A) Public Hearing (B) Action

7. Consideration to Remand the Alice Claim Subdivision & Plat Amendment Located at Approximately Alice Claim South of Intersection of King Road, Ridge Avenue, and Sampson Avenue to the Planning Commission for Review of a Proposed Amendment to the Plat PAGE 370

(A) Public Hearing (B) Remand to the Planning Commission

8. Consideration to Stay an Appeal of Conditional Use Permit (CUP) Approval by the Park City Planning Commission for Retaining Walls Over Six Feet (6') in Height PAGE 379

(A) Public Hearing (B) Stay, Pending Determination on the Amendment on the Alice Claim Subdivision and Plat Amendment

9. Consideration to Continue Ridge Avenue Plat Amendment, Located at Approximately Alice Claim South of Intersection of King Road, Ridge Avenue, and Sampson Avenue PAGE 382

(A) Public Hearing (B) Continue to a Date Uncertain

10. Consideration to Continue an Ordinance Approving the Main Street Plaza Subdivision, Located at 220 & 250 Main Street Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City PAGE 385

(A) Public Hearing (B) Continuation to a Date Uncertain

VIII. 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: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

In the process of establishing housing goals and overseeing the development of new units, City Council requested that staff bring discussion and recommendations to establish internal policies for housing city employees. As one of the larger employers in Park City, the City employs, in total, 722 throughout the current year: 281 full-time, 358 part-time and 83 seasonal, Council requested a discussion of mitigating our own employee generation. By way of comparison, IHC employs 448 at the Park City Medical Center, Park City School District employs 319 within the city limits and Deer Valley employs over 2,200 during the winter season and less than 700 all other times. It is likely that the City is the fourth largest employer in the City with the two ski resorts holding the number one and two positions, Bill White Restaurant Group is likely the third largest employer.

Staff has identified the following relevant topics to discuss and establish policies:

1. ***Employee Generation*** - applying the housing resolution requirements to our own facility developments and employee generation;
2. ***Recruitment and Retention*** - insuring that the maximum is done in order to bring in needed talent as well as retain the City's existing talent;
3. ***Related Critical Priorities*** - supporting other Critical Priorities related to the Housing critical priority: Transportation and Energy, as well as top priorities: Affordability, Historic Preservation, Regional Collaboration, Improve multi-cultural citizen involvement, and Environmental Health; and
4. ***Regional Considerations*** - housing in immediately surrounding communities is becoming less affordable and Park City employee commuter traffic is increasing.

Staff is seeking direction from City Council regarding development of internal policies for meeting the housing needs of City employees and requests that Council discuss:

- Would City Council like to enhance the City's current program of supporting Park City Municipal employees' ability to move into City limits.
- Does City Council agree with staff's recommendations to explore the development or purchase of employee housing units in the following ways which will increase the housing provided for City employees to five percent - see chart in Figure 4 below?
    a. Up to five (2 to 3 bedroom town homes or single family detached) units for full-time city employees in management roles on a rental or for-sale basis with a sell-back requirement;

b. Up to five (2 to 3 bedroom town homes or condominiums) units to be rented to full-time city employees on a longer term basis (more than one year) keeping the existing five units as transitional or short-term rentals as they are now; and
c. An additional 46 seasonal studio and apartment-style units for transit employees over the next five years.

Respectfully:

Rhoda Stauffer, Housing Specialist

City Council
Staff Report

Subject: Policy Regarding Housing City Employees
Author: Rhoda Stauffer, Affordable Housing Program Manager
Anne Laurent, Director of Community Development
Department: Community Development
Date: March 9, 2017
Type of Item: Administrative

Summary Recommendation

Staff is seeking direction from City Council regarding development of internal policies for meeting the housing needs of City employees and requests that Council discuss:

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Executive Summary

In the process of establishing housing goals and overseeing the development of new units, City Council requested that staff bring discussion and recommendations to establish internal policies for housing city employees. As one of the larger employers in Park City, the City employs 722 throughout the current year: 281 full-time, 358 part-time and 83 seasonal, Council requested a discussion of mitigating our own employee generation. By way of comparison, IHC employs 448 at the Park City Medical Center, Park City School District employs 319 within the city limits and Deer Valley employs over 2,200 during the winter season and less than 700 all other times. It is likely that the City is the fourth largest employer in the City with the two ski resorts holding the number one and two positions, Bill White Restaurant Group is likely the third largest employer.

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Acronyms

AMI	Area Median Income
FTR	Full Time Regular employee
IHC	Intermountain Health Care
MPD	Master Planned Development
PCSD	Park City School District
RDA	Redevelopment Agency

The Problem

Figure 1

Earnings of Current City Employees		
Income levels as a percentage of AMI		Annual Wage equivalents
Less Than 40%	7.9%	Less than $25,200
40 to 60%	31.4%	$25,201 to $46,800
60 to 80%	28.5%	$46,801 to $64,800
80 to 100%	15.6%	$64,801 to $79,200
100 to 150%	14.8%	$79,201 to $118,800
Greater than 150%	1.8%	More than $118,800
	100%	

Today, based on current payroll numbers from the City‟s Finance department, the average wage of a full-time City employee is $58,455 which is just over 60% of AMI for a family of three. The largest percentage of full-time employees falls between 40 and 80 percent of AMI. Please note that the data in Figure 1 are income figures for individuals. Most households include more than one wage earner. Using the responses to the housing survey discussed in the Analysis section below, the highest number of respondents (79%) stated that their household income was in the range of 40% to 100% of AMI.

According to the Housing Needs Assessment completed by James Wood in November of 2016, there are no homes for sale that are affordable to households at 100 percent of AMI. The Park City Board of Realtors states that the median closing price for a detached home within city limits over the past six months was $1,555,000 and for a condominium it was $777,500. For the Heber Valley including Midway, the median sales price for the same time period was $401,770. For homes in Park City to be affordable to the majority of city employees, rents would need to range between $515 and $1,300 per month and sales prices would need to be between $161,000 and $500,000 depending on the size of the homes.

Today, according to data from the City‟s Human Resource Department, which is much more accurate than the responses to the survey below, 36 percent of full-time city employees live within the Park City School District Boundaries. See the chart in Figure 2 below for a 16-year analysis. In the early 90‟s this percentage was very similar – between 37 and 41 percent. However, it increased considerably in the late 90‟s but on average has been decreasing since 2000.

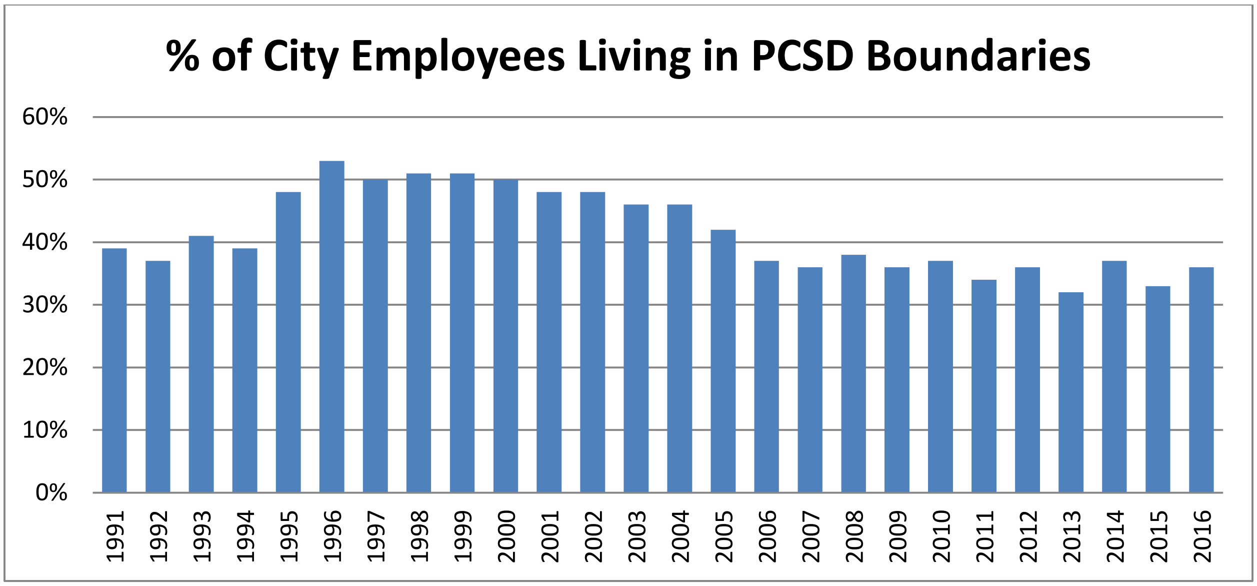

Figure 2

- *Employee Generation:* Although the City doesn‟t have a specific MPD or Annexation Agreement being processed, as one of the larger employers, Housing staff recommends the City consider how to best continue to "walk the talk" and serve as a model for mitigating employee impacts and meeting the housing needs of the City‟s workforce - yet keep in mind the City is funded with public monies. Over the years, the City has contributed more than $10.5 MM to affordable housing projects as well as $3.9 MM in housing assistance to City employees in the form of mortgage assistance, discounted rental units and monthly housing stipends for employees living within the School District boundaries. See more detail below in the Background Section.

- *Recruitment and retention*: As the City looks at projections for adding future jobs, recruitment of new talent will become more and more difficult without policies to meet the housing needs of future employees.

- *Related Critical Priorities* – Housing programs will need to be supportive and aligned with other City Council critical priorities. New units built with energy efficiency and near transportation hubs, enabling those employees wanting to reduce vehicle use to do so. Housing programs also need to further City Council‟s top priorities for overall community affordability, preservation of historic fabric, improvement of multi-cultural citizen involvement, and environmental health.

- *Regional Considerations*: Affordable housing is no longer just a „Park City‟ concern as adjacent communities also become less affordable for our workforce. Park City doesn‟t have sufficient space (vacant land or flat parcels) to bring on the number of units that will be needed in future years. The City‟s ability to manage the issue will only be strengthened with an active and productive partnership with neighboring jurisdictions addressing shared challenges.

Background

Affordable housing is one of City Council‟s three Critical Priorities and has been an annual City Council goal since the early 1990s.

Park City has provided financial and regulatory support for affordable housing development since 1993. Over the years, the City has contributed $10.5MM in various forms of assistance as follows:

1. Loans to private partners to build units at Silver Meadows Estates, the Line Condos, and the two Marsac Avenue Habitat for Humanity houses;
2. A loan to completely rehabilitate the Holiday Village Apartments;
3. A loan to early efforts to build affordable housing on Lower Park Avenue;
4. A grant to Snow Creek Cottages to reduce the sales prices;
5. Fee Waivers to the Parkside Apartments and the Snow Creek Cottages;
6. Donated land to Habitat for Humanity and the Snow Creek Cottages; and
7. Operating grants to private partners for affordable housing services.

In addition, the City has invested in its own employees more than $3.9 MM since 1991 as follows:

1. Renting City-owned units at a reduced cost to City employees to facilitate identification of permanent housing;
2. Loans to assist 34 City employees to purchase homes within the Park City School District boundaries; and
3. Monthly housing stipends to address housing expenses for full time regular employees living within the Park City School District boundaries.

In 2008 the City developed the Snow Creek Cottages – 13 two and three bedroom detached homes. Two of the homes were set aside for sale to City employees. Both employees have since left City employment.

A Housing Needs Assessment completed in the fall of 2016 by James Wood of the University of Utah states that the City needs both rental and for-sale housing. Based on existing affordable stock and the economic profile of the workforce currently commuting, new units should be targeted to households at 30-60 percent of AMI for rental properties

$26,500 to $53,136 in annual income) and 60 to 100 percent of AMI for homeownership units ($53,136 to $88,560 in annual income). The average income of City employees falls within a very similar range: 40 to 100 percent of AMI ($35,424 to $88,560 in annual income).

In 2016, Council established a goal of 800 additional affordable units by 2026 with an interim goal of 220 units by 2020.

Analysis:

Internal Employee Housing Survey Results: Staff solicited input from City employees through a survey and meetings with various departmental staff teams. A total of 256 surveys were completed and nine meetings held involving 80 employees. Surveys were also sent to private email addresses via department heads to part-time and seasonal staff that don‟t have a City email account. The responses came from full-time, part-time, contract and seasonal employees and the response rate is high (35% of total employees). Although not conducted in a highly scientific manner as to be statistically relevant, the information is valuable.

A high level summary of survey results follows with a more detailed report in Exhibit A attached.

- Respondents live in seven different Counties with the majority, or 56% living in Summit County (22% within City Limits, 21% within the rest of the PC School District Boundaries and 13% in the rest of the County). The PCSD boundary data point of 43% is fairly consistent with the City‟s HR department that says 36% of the City‟s FTR employees are living within the PCSD boundaries. The small difference can be explained in two ways: more of the employees living within PCSD boundaries responded to the survey and/or a portion of respondents were seasonal transit employees living within the PCSD boundaries. The next highest County was Wasatch County at 22% followed by Salt Lake County at 14%.

- A total of 70% of the respondents own their homes and 30% are renting. Household sizes varied from one to eight persons with the highest percentage of respondents being two to four person households.

- 90 percent of respondents needed two, three and four bedroom homes, a total of 215 respondents. Only 16 indicated a need for the smallest units: studio or one bedroom. It is important to note that the provision of affordable housing for seasonal employees in the transit department has been critical to their ability to recruit bus drivers. Since 2008, seasonal employees have been living in a variety of configurations: shared houses; dorms; and studio units built with the help of a Federal Transportation Administration grant. Some have even doubled up in the studios. In responding to the survey, these same employees may indicate wanting/needing a larger unit (one bedroom), but clearly studios have worked very effectively.

- Respondents were closely split on wanting to live within city limits or outside of city limits, but still close (Snyderville Basin, Quinns Juntion, Kimball Junction and Stock Lumber area/DR248 & Brown‟s Canyon intersection). Also there was a larger split between those who preferred detached homes even though it might mean living outside of town (56 percent) over attached units or condominiums close to their jobs within city limits(32 percent).

- A majority of respondents were interested in or likely to take advantage of "transit oriented development", living in homes close to bus-lines in order to reduce vehicle use.

Employee Generation: Currently the City employs 722: 281 full-time; 358 part-time and 83 seasonal employees. If we were to apply the employee generation requirement established in Housing Resolutions since 1999, the City should target housing for 20% of employees generated. For full-time employees, at minimum the City would provide 37.5 AUEs (20% of 281 divided by 1.5 for number of jobs per household). If a portion of the part-time employees were added in, the required AUEs would naturally increase.

City Employees Currently in Deed Restricted or Subsidized Units			
	FT	**PT**	**Seasonal**
Public Safety	3		
Recreation	2	1	
Executive	1		
Finance	1		
Water	1		
Community Development	2		
Transit	3		26

Figure 3

Park City has five transitional rental units for FTR employees and 13 studios for seasonal Transit staff and no preference for essential personnel. The City of Aspen retains 28 units in their employee housing program and they are reserved for purchase by full-time permanent staff with priority given to essential personnel. These units also have a sell-back requirement when staff leaves Aspen employment. Telluride retains 6 units in the same manner for full-time employees with a sell-back requirement should the employee leave Telluride‟s employment.

	Park City	**Aspen**	**Telluride**
City Population	8,128	6,658	2,325
Full Time Employees	281	300	76
Number of units			
Rentals	5		
Seasonal Rentals	13		

Ownership with sell-back requirement	0	28	6
Longer Term units as a percentage of full time employees	2%	9%	8%

Figure 4

The City has placed or facilitated approximately 36 employees in permanent ownership housing. However, occupancy/ownership was not contingent upon continued city employment and now only 13 full-time and 26 seasonal employees are living in deed-restricted housing through City placement or priority eligibility via the regulatory approval process.

Recruitment and Retention:
As the City looks at projections for adding jobs in future years, recruitment of new talent will become more and more difficult without policies to meet housing needs. Reviewing likely retirement in the near future, there are 33 employees with 15 years tenure or higher. In addition, there are currently 18 employees over 65, making it likely that retirement will cause some additional turn-over in the next five to ten years, but more of a steady trend rather than overwhelming event. The City‟s employee turn-over rate for 2016 was 11.49 percent as compared to the national average of 18.9 percent.

The highest amount of turn-over occurs in the City‟s Transit Department. Affordable housing has been critical to attract seasonal employees to the transit department. In the current year, 28 seasonal employees are being housed and the department could have used another 10 spots: rooms or studios. Of the units being used currently, only 13 units/rooms are guaranteed for next year and those are the units built specifically by and for transit. An additional five to seven units will be available by the 2018 winter season though the purchase of the Peace House property. The Transit Department has a goal of hiring five new employees each year for the next five years to accommodate expanded bus routes. This means that in the fall of 2017 26 additional beds/rooms/studios will be needed to accommodate seasonal transit employees and over the next four years beyond 2017, that number will increase by another 20.

Related Critical Priorities:
As stated above in the „Problem‟ section, through participation in meeting the affordable housing needs of city employees inherently will add to the progress on many other of the City‟s top and critical priorities.

Regional Opportunities:
Again, as stated above in the „Problem‟ section, affordable housing is a regional concern. The City‟s ability to manage the issue will only be strengthened with an active and productive partnership with neighboring jurisdictions addressing shared challenges. Currently, 36 percent of city employees live within the Park City School District Boundaries and that group it is split approximately 50/50 within and outside city limits.

Staff requests that City Council discuss the following policy questions:

- Would City Council like to enhance the City‟s current program of supporting Park City Municipal employees‟ ability to move into City limits.
- Does City Council agree with staff‟s recommendations to explore the development or purchase of employee housing units in the following ways which will increase the housing provided for City employees to five percent - see chart in Figure 4 below?
    a. Up to five (2 to 3 bedroom town homes or single family detached) units for full-time city employees in management roles on a rental or for-sale basis with a sell-back requirement;
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    c. An additional 46 seasonal studio and apartment-style units for transit employees over the next five years.

As part of exploring the development or purchase of new affordable units for City employees, a portion of City projects in progress should be considered. This includes: 1450-1460 Park Avenue (8 units); Woodside Park (58 units); new public utilities facility in Quinns Junction (~20 units); South Yard in Bonanza Park (~70 units); Sommer parcel (TBD); redevelopment of the Iron Horse public works campus (TBD) and other public/private developments currently in discussion (varies).

Cost Comparisons

Project	# of units	Construction Costs*	Per Unit
Snow Creek Cottages	13	$ 4,318.430	$ 332,187
1450-1460 Park Avenue	8	$ 2,412,000	$ 301,500
Woodside Park	71	$ 18,628,176	$ 262,369
Public Utilities Facility at Quinns Junction	20	$ 3,000,000	$ 150,000

Figure 5

*Does not include cost of land.

Sales pricing on past and projected estimates on future projects

Project	# of units	Confirmed and estimated sales prices
Snow Creek Cottages	13	2 br/$228,000 and 3 br/$264,000
1450-1460 Park Avenue	8	$174,000 to $224,000
Woodside Park	71	$199,000 to $342,000
Public Utilities Facility at Quinns Junction	20	N/A

Figure 6

How this work furthers the goals of the General Plan

Goal seven of the General Plan states “Create a diversity of primary housing opportunities to address the changing needs of residents” and goal eight states: “increase affordable housing opportunities and associated services for the workforce of Park City” (Link here to pages 70-77 of the Sense of Community section of the General

Plan) All efforts and issues identified here are to increase the number of units affordable to members of Park City‟s workforce. General Plan objectives that are addressed by this work include:

- 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.

Department Review

The following Departments have reviewed this Staff Report: Community Development, City Attorney, Human Resources and Executive.

Funding Source

The City‟s affordable housing initiatives are funded through a portion of the RDA revenues. Affordable housing units developed or purchased separately by the City for employees will have to be incorporated into the budgeting model to determine its impacts and feasibility.   Adding between 11 and 13 city-owned affordable units to the housing inventory is roughly estimated to cost between $3 and $5 MM. Transit units will utilize transit funds.

Attachments

- Exhibit A – Results of Employee Housing Survey

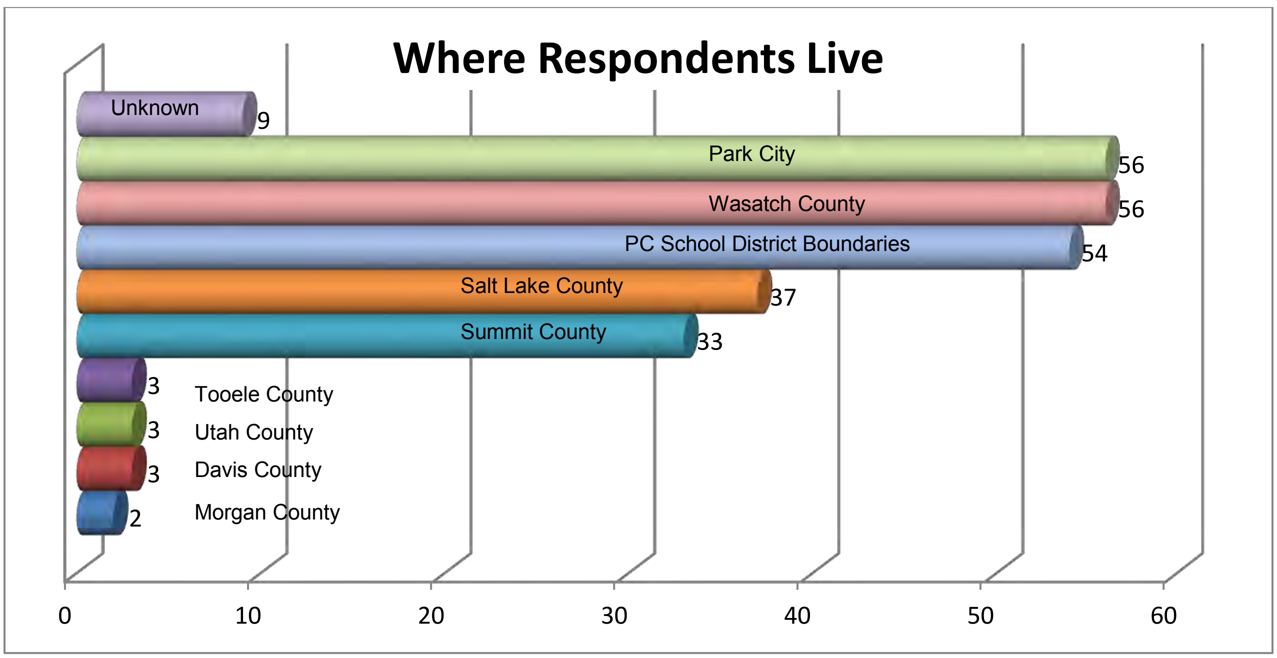
Park City Municipal Corporation
Employee Housing Survey

Summary of Comments and Results

February, 2017

Input was solicited from City employees through a survey and meetings with a number of departmental teams. A total of 256 surveys were completed and nine meetings held involving 80 employees. Surveys were also sent to private email addresses via department heads to part-time and seasonal staff that don't have a City email account. The responses came from full-time, part-time, contract and seasonal employees and the response rate is high (35% of total employees). Although not conducted in a highly scientific manner as to be statistically relevant, the information is valuable.

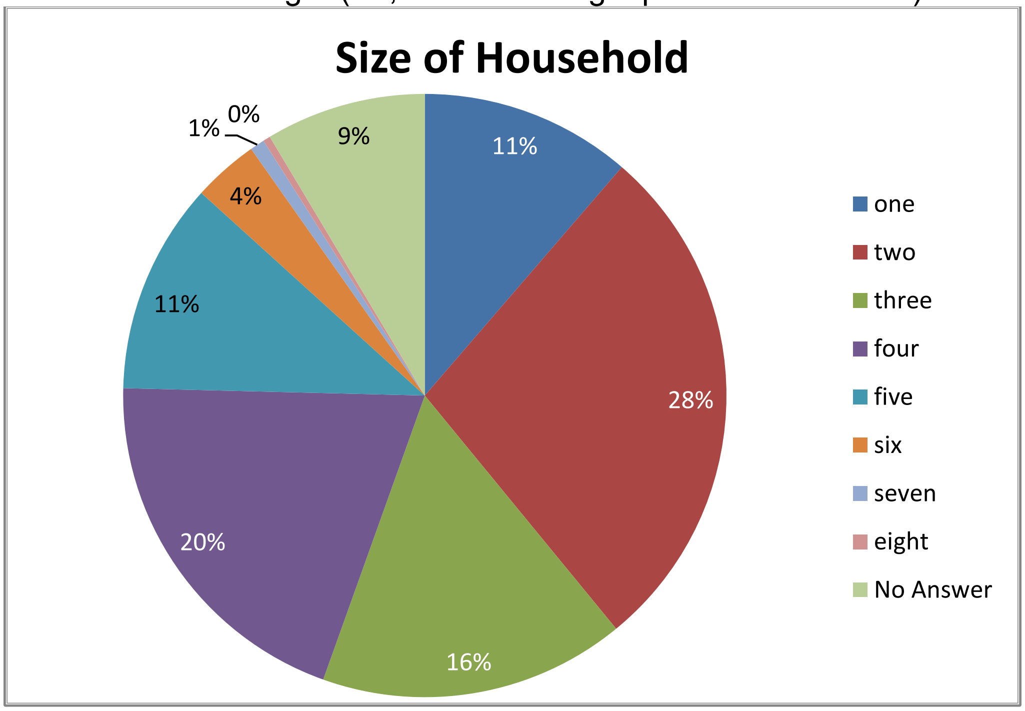
Current Residency: Respondents live in seven different Counties with the majority, or 56% living in Summit County (22% within City Limits, 21% within the rest of the PC School District Boundaries and 13% in the rest of the County). The next highest County was Wasatch County at 22% followed by Salt Lake County at 14%.



A total of 70% of the respondents own their homes and 30% are renting. Comments were received from 54 respondents who rent responding to why they rent with the following:

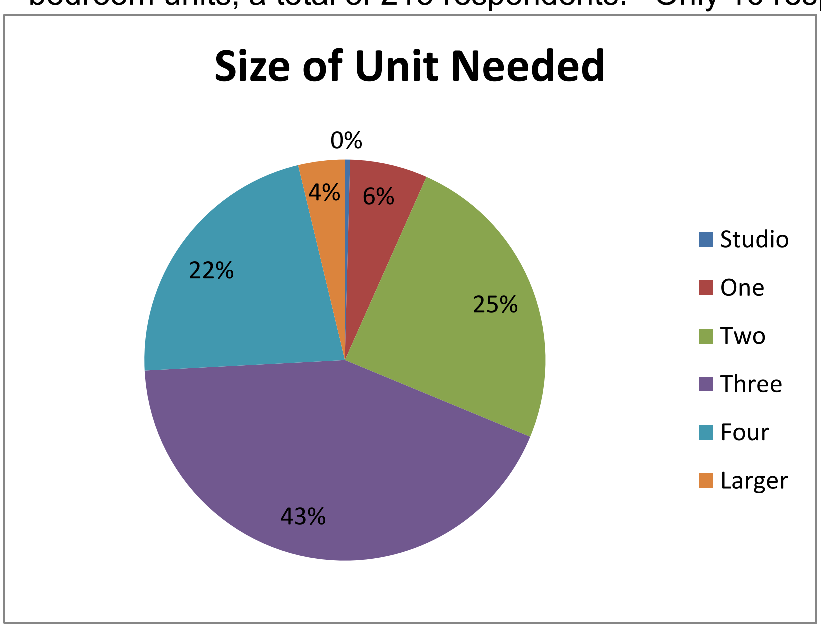
a) Most common response: "can't afford the Park City market": 27 responses;
b) I'm saving to buy: 17 responses;
c) I can't afford the down-payment and/or have bad credit: 6 responses; and
d) I'm not ready to settle down: 5 responses.

Household sizes varied from one to eight persons with the highest percentage of respondents being two to four person households. Of the 256 respondents, households of two, three and four persons made up 64 percent (164). The balance included 11 percent one person households, 11 percent five person households and five percent represented a number of larger (six, seven and eight person households).



Profile of units wanted:

When asked what size home was needed, 90 percent stated two, three and four bedroom units, a total of 215 respondents. Only 16 respondents indicated a studio or one bedroom. I believe there is a difference between the response to the "need" question on the survey and the reality of what has been occurring over the past eight years for transit employees. The provision of affordable housing for seasonal transit employees has been critical to their ability to recruit bus drivers. Since 2008, seasonal employees have been living in a variety of configurations: shared houses; dorms; and studio units built with the help



of a Federal Transportation Administration grant. Some have even doubled up in the studios.

Most respondents prefer living near transit with 70 percent indicating that they would think about or are likely to reduce their vehicle trips if able to live close to transit. A percentage of 55 indicated they might think about or are likely to reduce household vehicles by one if they are able to live close to transit.

With money being no object, respondents still prefer detached houses and the preferred housing types were ranked as follows:

1. Own a Detached Single Family home
2. Own a Townhome, duplex or triplex
3. Own a Condo
4. Rent a Detached single family home
5. Rent a Townhome, duplex or triplex
6. Rent a Condo

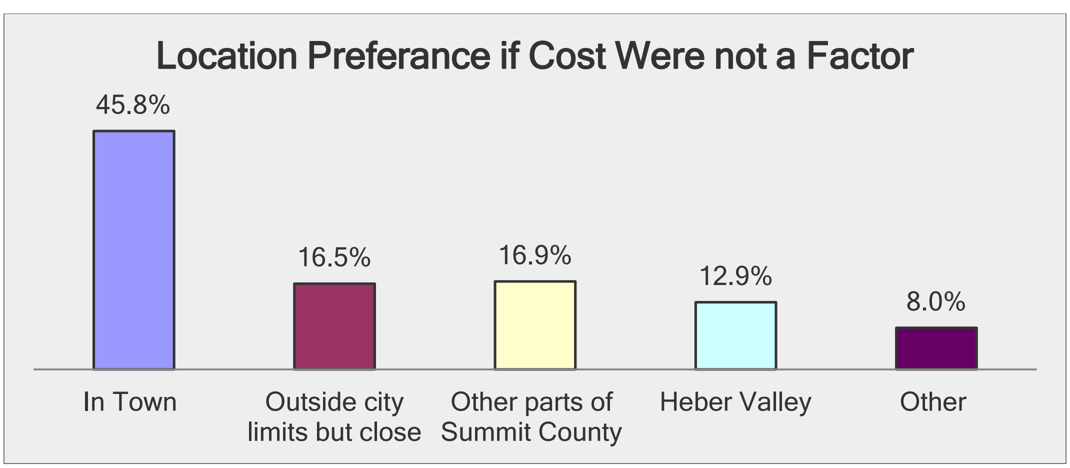
Respondents care more about having property (detached house with yard) than living near their job:

- 56% care more about having a detached house and yard or larger property
- 32% care more about living near work
- 12% neither and a wide range of comments

Of the respondents who don't currently live within the city limits, 41 percent want to and 58 percent don't. Following is a summary of comments regarding why they don't want to live in town:

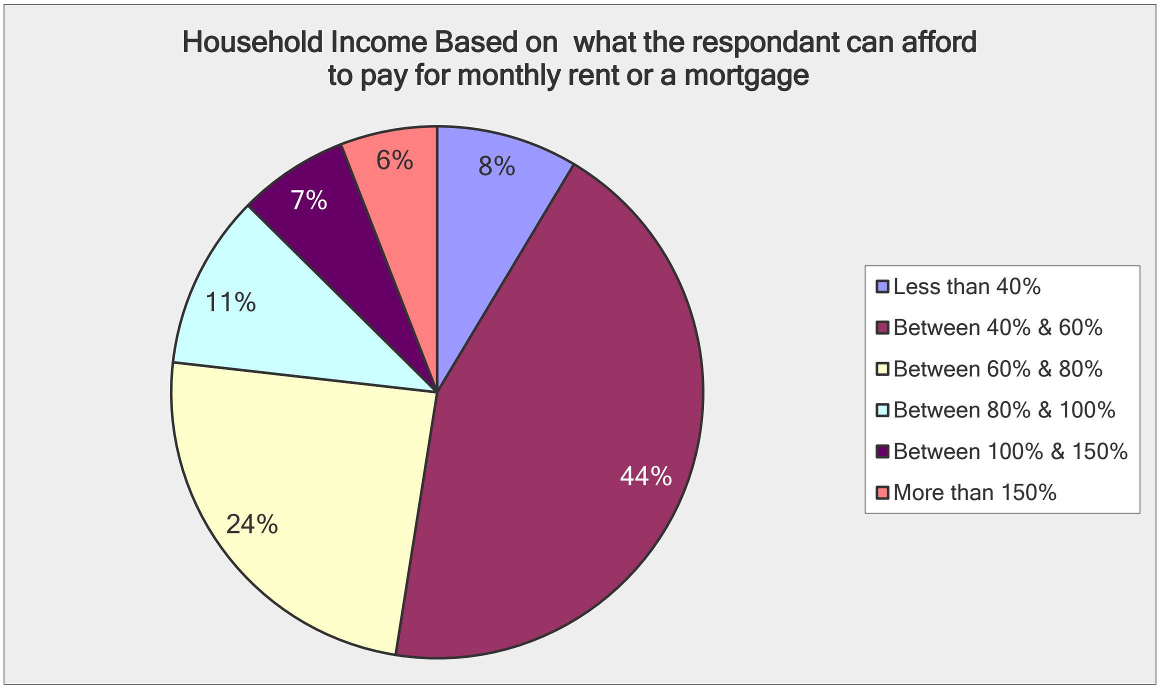
a) Park City is crowded and too busy (21 comments);
b) The lifestyle in Park City is too expensive (20 comments);
c) I like where I live and it is the preference of my family (13 comments); and
d) I like rural life (8 comments).

Asked in another way about preference for where they live, respondents indicated the following:



Other included the following comments: no preference as long as I had land; I want to be in a gated community; I prefer the Salt Lake Valley (3 comments); and we are headed out of state (Montana, Arizona or any other state).

The majority of respondents (68%) stated that their household income was in the range of 40% to 80% of AMI based on what they could afford to pay in monthly rent or mortgage payment ($700 to $1,800).



Final comments included:

- city needs to step up problem is getting worse
- Employee's should not be financially penalized for driving to work
- HOA fees should be considered in this. I have fees and they are too high. It makes it harder to manage living up here.
- I appreciate PCMC' s willingness to assist their employees with finding housing solutions.
- I live in the Basin and would ideally love to purchase an ebike to commute to work. I'm also looking forward to having the bus routes increase in frequency and duration of service so that I could take it in to work (an express BRT up and down 224 will be awesome).
- I love park city but we can’t afford to live here even rent is getting too high.
- I personally don't want to live in Park City. I like having space and will sacrifice having to drive. I would love to have a bus closer to the freeway at Quinn's Junction though.
- I want to live outside of park city because you can get a lot more for less.

- I will be excited to see what you are able to build to make it affordable for employees. Thank you.
- In addition to having a small yard, would also like to be able to park one car in a garage that is attached to the house.
- It would be a dream come true to have my own house
- It's great to know that you are already working on and providing affordable housing. In my opinion though $400k house is not affordable on city salary especially a comparable and even bigger houses are less than half the price on neighboring cities.
- More enforcement of green built housing, more solar power, less vehicle idling.
- Please provide a bus system from Quinn's Junction into Park City. I love living where I do and do not plan on living in Park City. It is not necessarily building houses for people it is providing transportation options that are feasible, practical, and frequent.
- Self-sufficiency is very helpful, garden, chickens fruit trees
- Still hoping for Senior housing (independent living) within the City Limits.
- Thank you for considering those that are in need of attainable (not affordable) housing!
- Thank you for putting together this survey to better understand the housing needs of City employees. I firmly believe that it is important to provide housing for all life stages as the type of housing I desired 10 years ago is very different from what I need now. The other concern which I know is challenging is please balance want with need. If the housing is localized downtown and near transit, are multiple parking spaces needed?
- The city should also consider buying homes in town and having shared equity in existing homes.
- The housing allowance is a great program I wish I could take advantage of. With the high $ value of property in 84060, I don't see how it will ever be possible for the majority of city employees to afford. I'm ok with it, and knew that when I was hired. I appreciate the city's efforts to accommodate its people. Thank you
- What is the plan for the multitude of minimum wage and lower wage workers, many of whom do not own a car?
- Wherever Housing is built it must be put along the Bus Routes, the reduction of cars driving around town would never decrease if you don't plan for that. Only 2 major Roads coming into town, so all employee housing should be in town. The work force can't afford more than $300 to $500 a month realistically, until their wages are increased, and that should include Utilities.
- Would love to see more options to use transit or carpool into Park City from other parts of Summit County & Morgan County.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City's Municipal Carbon Footprint has been completed for 2016. Based on this Footprint, the Environmental Sustainability team has developed a list of actions to be implemented that address the largest sources of Park City's emissions that come from municipal operations.

Park City Municipal's Carbon footprint for 2016 is 12 985 metric tons of CO_2e.

Respectfully:

Luke Cartin, Environmental Sustainability Manager

City Council
Staff Report

Subject: 2016 Carbon Footprint for Park City's Municipal Operations
Author: Celia Peterson
Department: Environmental Sustainability
Date: February 28, 2017
Type of Item: Informational

Summary Recommendation

Staff is requesting feedback on the action and communications plan for the CO2 footprint.

Executive Summary

Park City's Municipal Carbon Footprint has been completed for 2016. Based on this Footprint, the Environmental Sustainability team has developed a list of actions to be implemented that address the largest sources of Park City's emissions that come from municipal operations.

Park City Municipal's Carbon footprint for 2016 is 12 985 metric tons of CO_2e.

27.0%	Buildings & facilities (electricity)
19.4%	Buildings & facilities (natural gas)
	Buildings & facilities total = 46.4%
18.8%	Transit fleet
18.6%	Water treatment facilities
10.8%	Employee commute and air travel
5.1%	Municipal vehicle fleet
0.3%	Street lights & traffic signals

The Environmental Sustainability team is beginning the community-wide footprint

Abbreviations and Definitions

Biomass byproduct — Waste products that include food waste, residues from forestry practices, and agricultural residues.

Carbon footprint — A yearly measurement of carbon emitted by various municipal operations. Carbon footprints are measured in three scopes:
Scope 1- on site natural gas and other fossil fuel consumption, e.g. fleet and transit fuels
Scope 2- purchased electricity (from Rocky Mountain Power)
Scope 3- emissions from other, indirect sources such as employee commute and air travel for municipal business.

Carbon sequestration — The process by which carbon sinks remove carbon dioxide (CO_2) from the atmosphere.

Carbon sink — A natural or artificial reservoir that accumulates and stores some carbon-containing chemical compound for an indefinite period (source).

CO_2* — Carbon dioxide

CO_2e* — Carbon dioxide equivalent is a measure used to compare the emissions from various greenhouse gases based on their global warming potential. GHGs included in PCMC's inventory are Carbon dioxide, methane (CH_4) and Nitrous oxide (N_2O)

Emissions factor — **The Carbon dioxide equivalent emitted by**

GHGs*	Greenhouse gases. These typically include Carbon dioxide, Methane (CH_4) and Nitrous oxide (N_2O).
ICLEI	Local Governments for Sustainability, founded in 1990 as the International Council for Local Environmental Initiatives
Net-zero carbon	Carbon neutrality, or having a net-zero carbon footprint, refers to achieving net-zero carbon emissions by balancing a measured amount of CO2e emissions released with an equivalent amount of sequestered through carbon sinks.
Net-zero energy	U.S. DOE definition (2015). "an energy efficient building where, on a source energy basis, the actual annual delivered energy is less than or equal to the on-site renewable exported energy."
Renewable electricity	Energy sources for renewable energy include solar, wind, microhydro and biomass byproduct.
*	For simplicity's sake, the terms $CO_{2,}$ CO_2e and GHGs are used interchangeably.

Background

Park City staff began formally reporting carbon emissions for municipal operations in 2008, with calculations performed for years 2008 through 2013.

- On September 24, 2015 City Council elevated Energy to a Critical Priority and set a goal of net zero carbon emissions for municipal operations by 2022 and citywide by 2032. .
- On September 22, 2016 City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2022 for municipal operations and 2032 community-wide.

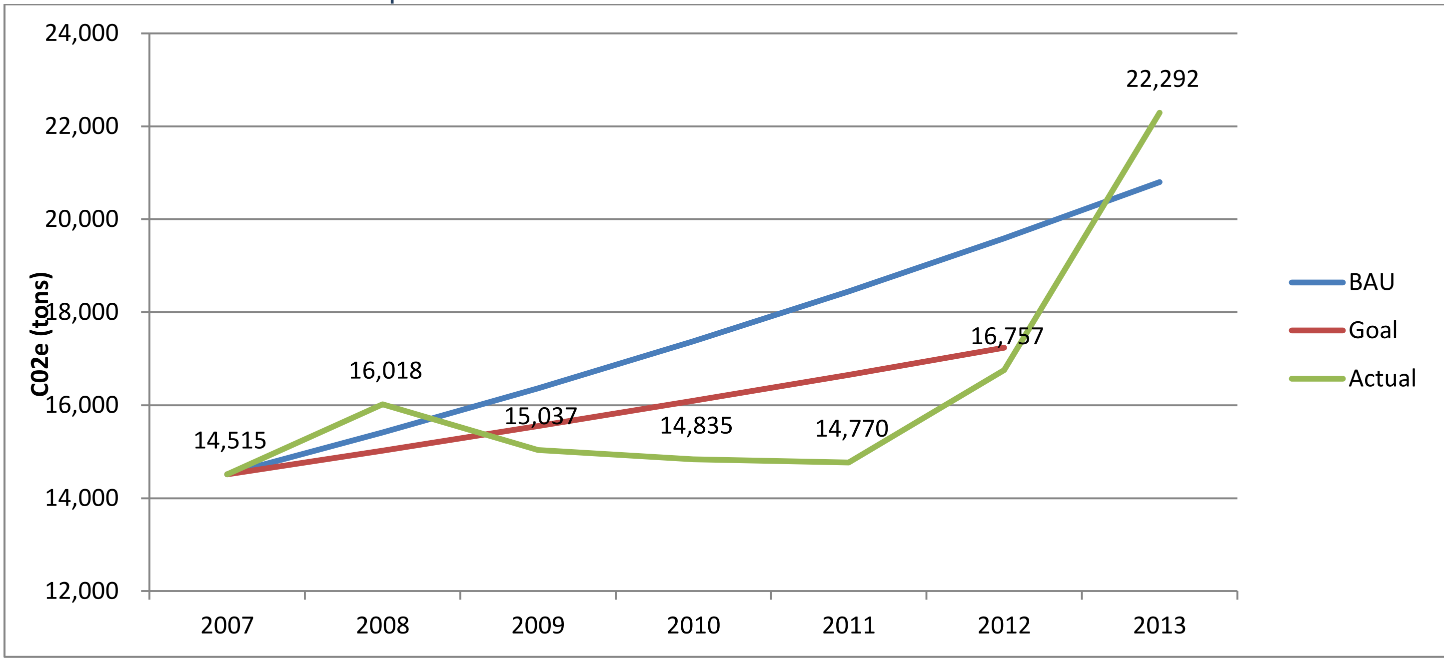
The Problem

Park City's Carbon Footprint for municipal operations has not been steadily calculated for several years. A defined and methodical yearly assessment of our CO_2 emissions is needed to track to track progress towards the aforementioned goals.

Background

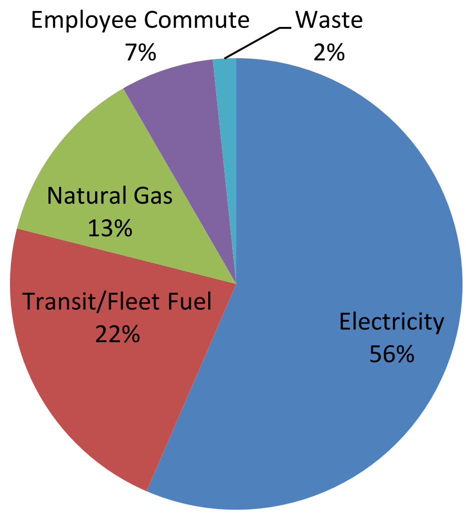
Park City Municipal's carbon footprint was calculated to be 15,764 short tons CO2e for 2007 and 17,012 short tons CO2e for 2008 (link to staff report, Dec. 17, 2009). These footprints set the basis for the City's previous goal to reduce 12% fewer greenhouse gas emissions than the projected business as usual path.

PCMC's 2013 Carbon Footprint



The increased emissions during 2012-2013 are due to the new MARC facility and Quinn's Junction Water Treatment Plant. Discrepancies between the calculated figures for 2007 and 2008 in the chart above and Dec. 17, 2009 staff report are due to different calculation methodologies and different emissions factors.

Source contribution to Park City's Carbon Footprint for Municipal Operations, 2013.



According to NASA, 2016 was the hottest year on record. The trend of globally increasing temperatures is troubling, as the increase coincides with increasingly unpredictable weather patterns.

Park City is especially vulnerable to changing weather patterns and a trend of warmer temperatures. Our economy is currently tied extremely tightly to the ski industry. We are economically dependent on good snow throughout the whole winter. Many visitors are able to drive or fly in for a good weekend, but many others plan their trips in advance. If we cannot supply a trustworthy source of recreation, particularly in the winter, the livelihoods of many of our full time residents will be significantly compromised.

Human activities are emitting at a rate far beyond what the planet has ever seen. The natural cycles of photosynthesis and decomposition cannot keep up with the amount of pollutants that our current industrial system and consumption habits emit as solid waste, wastewater, carbon dioxide and other greenhouse gases (GHGs), and other harmful emissions.

While carbon dioxide and other GHGs are naturally occurring substances and not inherently toxic or polluting, the levels at which they are present in the atmosphere is becoming problematic. In addition, the rate at which we emit carbon is increasing, exacerbating the problem. Greenhouse gases trap heat within Earth's atmosphere. While localities may not experience warming or even cooling, the *overall* increase in heat causes air to move around more quickly and hold more water, which causes shifting weather patterns. Human civilizations are entirely dependent on relatively stable weather conditions, and we are seeing major shifts globally in events such as extreme drought, flooding, rising sea levels, melting polar ice caps, coral bleaching, and even extended growing seasons in some regions.

The major mechanism by which carbon is released into the atmosphere is combustion of fossil fuels. That is, we are burning fossil fuels to release the energy contained in molecular carbon bonds to create electricity, move ourselves around, heat our homes, etc. In the meantime we release the carbon as CO_2 into the atmosphere at a rate that 10's of thousands of times quicker than it was captured and stored hundreds of millions of years ago. In essence, we are running the formation of our current, hospitable atmosphere in reverse. Where we are headed is anyone's guess and patterns are becoming increasingly chaotic.

In order to assess how much carbon Park City municipal is emitting into the atmosphere, we conducted a Carbon Footprint for Municipal Operations for 2016.

Methodology

There are many tools and protocols which can be used to calculate an organization's CO2 Footprint. We selected the ClearPath tool developed, by ICLEI, for three main reasons:

1) Both municipal carbon footprints, as well as community-wide carbon footprints, can be measured using this tool.
2) The tool includes a planning and forecasting functionality, which allows us to see the CO2 emissions reductions to be had by performing various measures.

3) Summit County was also selecting a tool with which to perform the county-wide carbon footprint. Park City and Summit County chose the tool together in order to easily compare and work together on county-wide reductions strategies (e.g. waste management).

In addition, several experts in municipal carbon footprint inventories confirmed that ClearPath is becoming the standard tool used to measure local footprints.

Data sources:
Scope 1-
Natural gas usage from Questar and Summit Energy monthly bills (acquired from Finance department).
Fleet and transit fuel usage and mileage data was gathered from the Fuel Master Plus tool (acquired from Loretta in fleet). Vehicles were entered by model year and department. If a department has more than one vehicle of a particular year, they were combined. For example, if Police has three 2012 Chevy Tahoes, they were combined (total fuel usage and average MPG) and added as a single record. Note: Fuel Master Plus data was only available from April – December for 2016 so the totals from those months were multiplied by 1.25 to get a yearly estimate.

Scope 2-
Monthly meter kWh usage data was gathered from Rocky Mountain Power (acquired from Chad Ambrose). Each meter was entered as a separate record. Naming convention is “Description-Address”, e.g. “City Hall- 445 Marsac Ave”

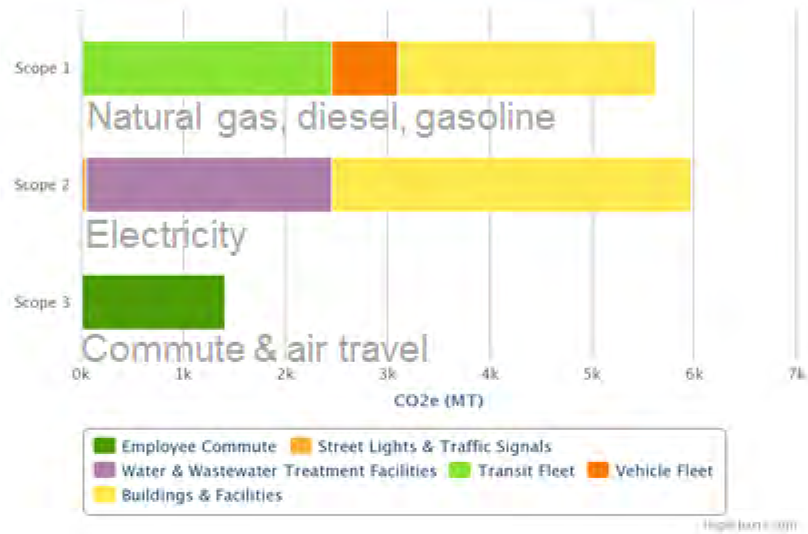
Scope 3-
Survey sent to all municipal employees through City_staff email address (322 in total). Received 160 responses.

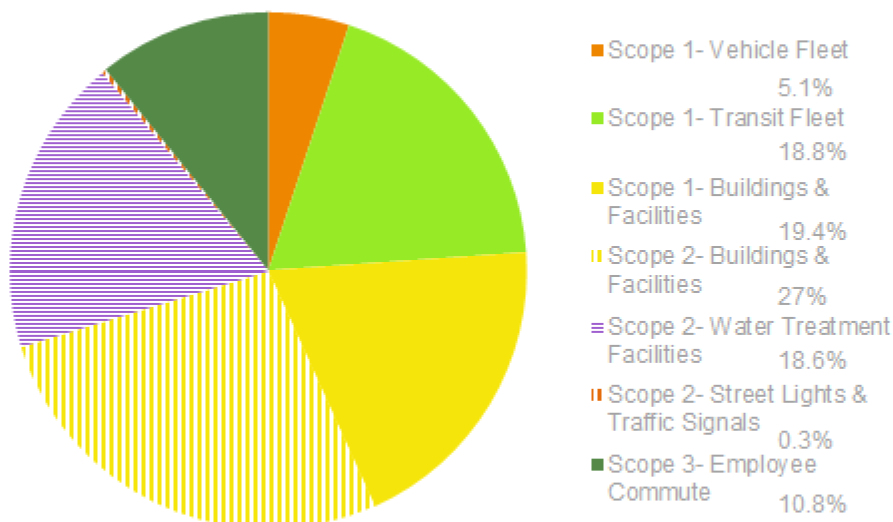
Emissions factors:

Scope 1-
Emissions factors for natural gas combustion are built in to the ClearPath tool
Vehicle emissions factors (municipal fleet, transit fleet, and employee vehicle and transit commute) were taken from the US Inventory of Greenhouse Gas Emissions and Sinks 1990-2013 (April 2015) Annex 3.

Scope 2-
eGRID factors from 2014 for RMPA subregion (CO2=1774 CO2 lb/MWh; CH4= 185.3 lb/GWh; N2O= 26.8 N2Olb/GWh). More exact emissions factors were requested from Rocky Mountain Power, but were not received.
Renewable energy has an emission factor of 0.

Analysis
Park City’s Municipal Carbon Footprint for 2016 is 12 985 metric tons of CO_2e.





This is significantly lower than the 22 292 tons of CO_2e calculated for 2013. However, these two figures are not comparable due to different calculation methodologies and different emissions factors used.

The Environmental Sustainability team has several projects underway to address different segment of Park City Municipal's carbon footprint.

CO_2 footprint segment	% of total footprint	CO_2 reduction activity
Buildings & facilities	46.4%	To address these emissions, the Environmental Sustainability team is developing a Buildings and facilities standard which incentivizes net-zero energy (update to City Council on March

		23rd). The new Public Utilities facilities is in the design phase and will likely be Park City's first net-zero energy building.
		Switching to 100% renewable electricity will drastically reduce the Scope 2 emissions that come from buildings and facilities.
Transit fleet	18.8%	The transit fleet will be electrified. This may cause a temporary increase in Scope 2 emissions, until we secure 100% renewable electricity.
Water treatment	18.6%	These emissions are being addressed within a Water and Energy Management Plan, managed by Public Utilities with close collaboration with the Environmental Sustainability team. The Management Plan focuses first on efficiency and system optimization, as well as development of on-site renewables.
Employee commute	10.8%	The Sustainability team has declared a staff challenge to reduce their total commuting miles in single occupancy vehicles. The team will also pilot a tool currently under development by the Transportation team.
Municipal fleet	5.1%	The Environmental Sustainability team is working with our fleet team to develop a fleet procurement policy which prioritizes efficient and alternative fueled vehicles.

Other near term activities that may directly or indirectly influence PCMC's carbon emission reductions include a training program with different municipal teams (e.g. Water (March 6th), Net-zero and Living Buildings (March 24th), etc. The trainings will target different teams. The trainings will focus on Park City's municipal carbon footprint, how it relates to the specific municipal function the team deals with, harvesting creative ways to reduce the footprint, and developing an action plan and timeline with assigned responsibilities.

This report focuses on carbon emissions. The Environmental Sustainability team is also planning to quantify carbon sinks. We are currently exploring the right partners to help us with this project. In addition to carbon sinks, we will also quantify our current capacity to produce electricity from renewables.

To engage with Park City's residents and visitors, we are developing an Energy Roadshow to take to public events (e.g. Park City Open House on March 15th). Additional outreach and communications channels are to be developed in the near future.

How this could further the goals expressed in the General Plan

This program aligns with three goals expressed in the General Plan:

5A Encourage development practices that decrease per capita carbon output, decrease vehicle miles traveled, increase carbon sequestration, protect significant existing vegetation and contribute to the community emission reduction goal.

5B Encourage efficient infrastructure to include water conservation, energy conservation, renewable resource technology, decreased waste production, green public transit, and increased road and pathway connectivity.

5C Park City Municipal Corporation will be a strong partner in efforts to reduce community GHG emissions, leading by example and providing policy guidance while promoting personal

Feedback needed from City Council

How often should we conduct a municipal carbon footprint for Park City? The standard is once per year; staff recommends an annual update.

Staff recommends the following channels for communicating Park City's Municipal Carbon Footprint and how it relates to our Energy Priority and climate goals.
Updates to the www.parkcity.org website to include our 2016 municipal carbon footprint, focusing on actions the City is taking to reduce our footprint.
The Energy Roadshow will include our municipal carbon footprint to provide context for actions that the City is implementing to reduce our footprint. For example, at the Spring Projects Open House on March 15th.
The aforementioned training program will be an additional channel to inform municipal staff of our carbon footprint, how it relates to their own work, with the focus being on how to effectively reduce the footprint.

Does Council have any additional recommendations?

Department Review

Sustainability, Legal and Executive

Funding Source

No funding is required at this time.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

This report is an informational update on Special Event Fee Reduction. Staff recommends changes to the Special Event Fee Reduction process and seeks direction from City Council regarding:

1. Annual threshold of Special Event Fee Reduction, Types of Fees and Criteria for application
   - Staff recommends maintaining the annual threshold, and adding a criteria to better align with Council goals.
2. Special Event Fee Reduction Review Process - Staff, SEAC and Council Review - Staff recommends a series of refinements to this process.

Respectfully:

Jennifer Diersen,

City Council
Staff Report

Subject: Special Event Fee Reduction Update – Consideration of changes to the Special Event Fee Reduction
Author: Jenny Diersen, Special Events Coordinator
Department: Special Events
Date: March 9, 2017
Type of Item: Administrative

Summary Recommendation

This report is an informational update on Special Event Fee Reduction. Staff recommends changes to the Special Event Fee Reduction process and seeks direction from City Council regarding:

1. Annual threshold of Special Event Fee Reduction, Types of Fees and Criteria for application
   – Staff recommends maintaining the annual threshold, and adding a criteria to better align with Council goals.
2. Special Event Fee Reduction Review Process – Staff, SEAC and Council Review
   – Staff recommends a series of refinements to this process.

Executive Summary

The City Council's 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.

Staff has worked through the Special Event Fee Reduction process for one year, and recommends making changes to the Special Event Fee Reduction process based on the following:

- Direction from City Council to 'take the foot off the gas pedal' regarding events;
- Practical application over the past 12 months including fee reduction for the Shot Ski event, Fourth of July and Tour of Utah, where Council specifically reduced the amount of fees;
- Special Event Fee Reduction Analysis (Exhibit A); and
- SEAC Recommendations.

Staff requests that City Council give direction regarding possible next steps for amending the Special Event Fee Reduction process, including specific consideration and direction on the following topics:

1. Reduce or Maintain Total Level of Threshold ($200,000);

2. Re-Consider Types or Percentage of Fees That Are Eligible for Reduction;
3. Cap the Number Times Any One Event May Apply for Fee Reductions; and
4. Additional Fee Reduction Criteria.

Acronyms

CIP	Capital Improvement Project
FY	Fiscal Year
HPCA	Historic Park City Alliance
PCMC	Park City Municipal Corporation
SEAC	Special Events Advisory Committee
SSC	Special Service Contract

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 increased levels of service, it puts a strain on department's budget that are providing these services.

Levels of fee reduction approvals also directly influence event applicant's ability to host events that bring positive cultural experiences and economic benefits to the community. 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. Lastly, to ensure our events are safe, the general level of public safety required continues to increase. 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.

Background

City Council Reports:

June 4, 2015	Special Events Advisory Committee Establishment– pages 656 through 663 / Minutes – page 9
January 28, 2016	Special Events Department Code Changes – page 93 through 140 / Minutes – pages 9 though 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 – 9
November 17, 2016	Special Events Advisory Committee Amendment / Minutes – Pages 7 & 8

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 5 criteria, as outlined in the Fee Reduction policy (Exhibit C).

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 City Service Fees in the following 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

Analysis

1. Maintain or Reduce Threshold Amount, Types of Fees, and Additional Criteria

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. Based on Council's direction, there are several options for City Council to consider when looking at City Service Fee Reduction Policy for events moving forward:

A. Reduce annual $200,000 threshold amount;
B. Maintain or remove types of fees that can be reduced or require a percentage of fees to be paid;
C. Implement a three to five year application limit – requiring events to become self-sustaining within a three to five year time period.
D. Changing the Special Event Fee Reduction criteria to better align with City Council's critical priorities and goals.

A. Reduce Total Level of Threshold ($200,000) Not recommended.

With an established cumulative special event city service fee reduction threshold of $200,000.00 annually for all Level 1, 2 and 3 events, staff has been working to track and understand City Service costs of special events. Staff understands this threshold was set as a way to:

- Maintain the amount of special event city services being reduced; and therefore
- Control impacts to the City's budget.

As staff has been tracking these fees across multiple departments, fees continue to increase for events due to increases in fee schedule (cost of providing service), mitigation efforts, and required security & safety precautions.

Council could give direction to reduce the annual $200,000 threshold level of Special Event Fee Reduction.

Pro:

Reducing the threshold would lessen the amount of funds that event applicants could apply for and require that they become more responsible for such fees.

- This would send a clear message to all event applicants that they need to budget for fees and stand on their own regardless of non-profit status, economic or community benefits.

Con:

- Due to raising costs, and 80% of events being hosted by local non-profits, reducing the threshold would likely have a negative effect on the non-profit organizations that provide amenities and programs to our community.
- Additionally events are also organized by organizations that do not have non-profit status, such as the resorts and HPCA, but help in coordination of transportation mitigations, as well as provide several events annually that provide amenities and programs to our community and visitors.
- There are events that we value for other reasons such as marketing or exposure that we take a facilitating role. Reducing the threshold would reduce a tool that we have.

Maintaining Threshold and adding additional criteria for event applicants, would likely allow implementation of further mitigations for residential, transportation and sustainable impacts, while planning for increasing costs due to mitigations.

Staff recommends maintaining the annual $200,000 threshold due to the annual increase to the fees and costs, and because it would have a negative impact on community events, and in general reduce a proactive tool.

B. Change Types or Percentage of Fees Eligible for Waiver. Not Recommended.

Types of Fees

Council could consider removing certain types of fees that can be reduced. For instance, Council could remove the ability to have Police Fees reduced.

Another option could be for Council to consider requiring a certain percentage of a type of fee to be paid. For instance, Council could require 50% of all Police Services to be paid for any event. Council could further require any event requesting more than a 50% waiver of such type of fee to be approved by Council for approval.

Pro:

- Raise direct revenues for the department that the fee type effects;
- Lower city services being reduced without lowering the overall threshold for fee reduction.

Con:

- Likely place greater financial strain on events that provide cultural, community and economic value.

Staff does not recommend removing types of fees and requiring a percentage of fees to be paid because this may cause financial strain on these events that will not make it feasible to continue operating or to add additional mitigations to decrease residential, transportation and environmental mitigations.

C. Cap the Number Times Any One Event May Apply for Fee Reductions. Not Recommended.

Council could give direction to create an application limit, allowing events to apply for Fee Reduction for a maximum number of years/times, before they should become self-sustaining and pay the full amount of City Service fees. For example, the City of Decatur, Georgia allows fees to be waived for the first three years of an event.

Pro:

- Requires event applicants to be fiscally responsible for City Service Fees.

Con:

- May discourage long standing events from increasing mitigation efforts
- May cause financial hardship for community focused events resulting in removing community focus from the calendar.

Staff does not recommend instituting an application cap for all events because it would likely deter community events and discourage applicants from implementing further mitigations due to costs. If City Council wants to further explore this option, staff could come back at the next meeting with further options related to creating application limits.

D. Additional Fee Reduction Criteria. Recommended

Staff recommends adding a new Special Event Fee Reduction criteria to include:

Demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with their event.

If Council is supportive of adding this criteria, staff will work to create a standard for mitigating transportation, environmental and residential impacts for which event applicants could use as a base to measure impacts and create change. While mitigating environmental, transportation and residential impacts are already a requirement of event applicants in order to approve their event, adding the fee reduction criteria will encourage those events who are looking to further reduce their fees, to go above and beyond the normal standards of mitigation, It is likely that such criteria will be optional during the FY 2018, and after analysis will become a requirement in FY 2019. Staff recommends adding the additional criteria to the fee reduction application process to create priority for event applicants to work towards additional mitigations for City Council’s critical priorities.

Pro:

- Staff believes adding these criteria will help to align with City Council’s critical priorities and goals for Special Events.

Con:

- It is likely that this criteria and increased mitigation will increase costs of services to departments and event applicants.

Staff recommends maintaining the annual $200,000 threshold and adding the additional criteria to the fee reduction application process, Staff does not recommend removing types of fees, requiring a percentage of fees to be paid, or instituting a fee reduction application limit for all events.

2. Maintain or Change Special Event Fee Reduction Review Process?

Department coordination is essential with regards to Fee Reduction and its effect to the City Budget. It is also important that departments understand the costs and time of their services, to better estimate fees for event applicant, as well as the impacts to the overall City budgeting process. Departments including Building, Special Events, Economic Development, Recreation, Public Works (including Parks and Streets), and Police, continue to review applications based on the same scoring criteria as SEAC reviews consistent with City’s Fee Reduction Policy. During each process, departments responded with recommendations.

One of SEAC’s roles current roles is to make recommendations to City Council regarding the level of City Services for Special events requesting over $10,000 in fee reductions. SEAC reviewed a total of seven fee reduction request for FY 2017. SEAC recommends no longer reviewing Fee Reduction applications as their role has been clarified to focus on community perspective and impacts of events. SEAC stated that they need more information to make decisions regarding Fee Reduction and that they were discouraged with the lack of information, and incomplete applications that were received from Fee Reduction applicants. SEAC also stated that they would like to be informed of changes with the policy and application, and kept informed of fee reduction amounts after they are approved biannually.

Due to SEAC’s recommendation, and staff’s experience in this process over the past year, staff recommends:

- **Form a city staff committee to evaluate the Special Event Fee Reduction requests. The same staff committee would be tasked with evaluating Building Fee Reduction request which is the next item on your agenda this evening.**
- **Incomplete applications would no longer be accepted.**
- **The staff committee recommendations regarding Special Event Fee Reductions would be made to the Budget Department and final approval by the City Manager (under $25,000) or City Council (over $25,000). :**

- **Staff would inform SEAC and City Council of approved Special Event Fee Reduction amounts bi-annually.**
- **Staff would inform SEAC of any changes to the Fee Reduction process or application, prior to bringing the requests to City Council for approval.**

Pro:

- Increase fiscal accountability and responsibility across City departments;
- Allow SEAC to focus on the community perspective and impacts of events, while maintaining transparency in fee reduction.

Alternatives for City Council to Consider

1. **Recommended Alternative:** City Council should provide direction regarding Special Event Fee Reduction process changes, Staff recommends the following including:
    - Maintaining the annual $200,000 threshold and adding the additional criteria to the fee reduction application process;
    - Creating a staff committee for the Special Event Fee Reduction Review removing SEAC from the review and recommendation process. Staff would continue to inform SEAC of any policy or application changes previous to seeking City Council approval for change, City Council would maintain their threshold for review of Special Event Fee Reduction requests, and staff would update Council and SEAC biannually for the approved amounts.
    - Based on Council's direction, staff would return to City Council at future March meeting to request approval of changes, and having a one-time Special Event Fee Reduction application deadline change to May 1.

    Pros

    a. Creates clarity in 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. Implement changes to drive positive change for Council's critical priorities.
    c. Allows SEAC to focus on the community perspective of events, and keeps SEAC informed.
    d. Allows staff time to implement changes.
    e. Increases the fiscal responsibility of the City and event applicants.
    f. Creates consistency with Fee Reduction policies throughout the City.
    g. 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 changes as not being strong enough to curb some of the negative impacts of events.

2. **Modify Alternative:** City Council could modify the recommended changes.

    Pros

    a. Staff would receive clear direction from Council before returning to the next meeting recommending approval of changes.

    Cons

a. Any additional modifications may require additional coordination with staff and event applications.

3. **Null Alternative/Status Quo:** City Council could choose to not make changes to the Special Event Fee Reduction Process. This would signal to staff and event applicants that the current process is sufficient in accomplishing City Council's goals & priorities with regard to Special Events and the fee reduction process.

   Pros

   a. The Special Event Fee Reduction process would continue as it has for the past year.

   Cons

   a. Staff and event applicants would not have clear direction on City Councils priority for reducing event impacts.

4. **Do Nothing Alternative:** City Council should provide direction regarding Special Event Fee Reduction process changes.

   Cons

   a. Staff as well as event applicants would not have direction regarding how to implement changes to the Special Event Fee Reduction Process to achieve City Council's goals for this process.

Department Review

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

SEAC reviewed the FY 2017 Fee Reduction requests, and recommends no longer evaluating or making recommendations regarding Special Event Fee Reduction requests. SEAC has asked to stay informed of approved fee reduction amounts, as well as be made aware of fee reduction policy and application changes previous to recommending changes to Council. Staff reviewed the recommended changes with SEAC at the February 15th meeting.

Funding Source

Special Event Fee Reductions are covered through existing department budgets as part of the City's General Fund.

Attachments

A Fiscal Year 2017 Special Event Fee Reduction Analysis
B Title 4 Chapter 8, Special Event Fee Reduction DRAFT code changes
C DRAFT changes Special Event Fee Reduction Policy
D DRAFT changes Special Event Fee Reduction Application

Exhibit A - FY 2017 Fee Reduction Analysis

Out of a total of 72 Events in FY 2017, 47 Fee Reduction requests were received.

- Out of an anticipated 50 events, 35 applications were received during the first deadline (April 1 for events July 1 through December 31)
- Out of an anticipated 19 events, 9 applications were received during the second deadline (October 1 for events January 1 through June 30)
- 3 Fee Reduction request were received outside of the process for events that were not anticipated by the deadlines. These included Shot Ski, Women's March and PANDOS March.

  - **15 Level Three Events** –such as 4th of July, Tour of Utah, Miners Day, Autumn Aloft, Mountain Town Music Wednesday Concerts, Savor the Summit, Big Stars Bight Nights, Deer Valley Music Festival
  - **17 Level Two Events** – such as Sundance Summer Series, High School Memorial Day 5K, Classic Car Show, and Christian Center's Hike for Hunger
  - **12 Level One Events** – such as Deer Valley Celebrity Ski Fest, PCMC Skate Series, Peace House Walk-a-Mile in Her Shoes, Recycle Utah's Uncorked!
  - **3 First Amendment Events** – St. Mary's Procession, Women's March and PANDOS March
  - **4 City Service Contract Events** – City Service Fees are reviewed as part of supplemental and debrief. These events include the Park City Kimball Arts Festival, Triple Crown, Sundance Film Festival and Park Silly Sunday Market
  - **21 events did not apply for fee reduction** – such as Thin Air Innovation Festival, State Room Presents Concert Series, Ski Town Lacrosse Tournament, Ragnar Relay, KPCW Back Alley Bash, Park City Trail Series

- Staff anticipates that for FY 2017, we will be under the $200,000 special event city service threshold. Out of estimated total possible fees of $277,283.54 for City Services for Level 1, 2 and 3 special events, staff estimates the total special event fee reduction for FY 2017 will be $157,488.59. Staff anticipates that the total paid fees (direct revenues) for special events in FY 2017 will be $119,794.95.

- **Total special event fees reduced by Fee Type for FY17 are ($157,488.59):**

Special Events Application Fees:	$3,224.00	(2% of total reduction)
Building Permit Fees:	$6,639.46	(4.5 % of total reduction)
Facility or Equipment Rental:	$9,030.63	(5.5% of total reduction)
Field and Parks Rental:	$5,405.00	(3.5 % of total reduction)
Special Use of Parking Permit:	$23,842.00	(15% of total reduction)
Bleachers – included in Equipment		
Trails Fees:	$675.00	(0.5% of total reduction)
Public Safety Personnel:	$108,772.50	(69% of total reduction)

- **Total fees paid for FY 17 by fee type are ($119,794.95):**

Special Events Application Fees:	$3,016.00	(2.5% of paid fees)
Building Permit Fees	$11,488.45	(10% of paid fees)
Facility or Equipment Rental	$7,456.00	(6% of paid fees)
Field and Parks Rental	$12,225.00	(10.5% of paid fees)
Special Use of Parking Permit	$3,428.00	(3% of paid fees)
Bleachers – included in equipment		
Trails Fees	$6,908.00	(7% of paid fees)
Public Safety Personnel	$75,273.50	(63% of paid fees)

- **Percentage fees reduced by fee type for FY 17:**
  - Special Events Application Fees: 52% reduced
  - Building Permit Fees 36% reduced
  - Facility or Equipment Rental 55% reduced
  - Field and Parks Rental 31% reduced
  - Special Use of Parking Permit 88% reduced
  - Bleachers – included in equipment
  - Trails Fees 8.9% reduced
  - Public Safety Personnel 59% reduced

(4) Application Requirements – In addition to the Special Event application requirements, Applicants wishing to utilize a parking structure for a temporary assembly use as part of a special event or hospitality function must also provide the following:

a. An original set of design plans stamped by a Utah licensed mechanical engineer that meet the intent of required ventilation standards as per the International Mechanical Code Section 403.3.1.1 for both occupancies. This plan must be approved by the Building Official.

b. Design plans that demonstrate a plumbing systems and fixtures provided within the event space that meet the intent of the plumbing fixture requirements of IBC Chapter 29. This plan must be approved by the Building Official.

c. All plans must be approved by the Deputy Fire Marshal and shall demonstrate compliance with the International Fire Code.

(Amended by Ord. No. 14-52; 16-07)

4- 8- 9. FEE REDUCTIONS.

(A) Annually, the city will allocate up to two hundred thousand dollars ($200,000) to be used to reduce City Service Fees required for Special Events. Allocation of reduced Fees will be determined at the sole discretion of the Economic Development Manager and Budget Manager(s), City Manager and City Council. Unmet thresholds at the end of a year will not be carried forward to future years.

(B) The City Manager may reduce the following Special Event permitting and associated City Service Fees up to a total of twenty five thousand dollars ($25,000) after reviewing a recommendation from the Economic Development Manager and Budget Manager(s) upon a finding of eligibility pursuant to the criteria provided herein:

(1) Application;

(2) Building permit;

(3) Facility and/or equipment rentals;

(4) Field and/or park rentals;

(5) Special use of public parking permit;

(6) Bleachers

(7) Trail; and

(8) Public Safety Personnel

If the total fee waiver request exceeds twenty five thousand dollars ($25,000) or includes other City Service Fees outside the Fees mentioned above, then the request must be approved by City Council in a Public

Comment [JD1]: Threshold Policy Q

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Meeting.

(C) All fee reduction requests will be reviewed twice a year. All Special Event fee reduction requests must be submitted to the Special Events Coordinator 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.

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

(D) Fee reduction applications will be evaluated by the City departments which they directly impact and will be submitted to the Special Events Department. Special Events staff will make a recommendation to the Economic Development Manager, Budget Manager(s) and City Manager or City Council. Final determinations will be made as based on section 4-8-9 (B). All decisions may be appealed with the final decision given by the City Council. Eligibility for a full or partial fee reduction shall be determined by the City pursuant to the following criteria, none of which shall be individually controlling:

(1) Charges event admission or fees for participation and policy for attendees or participants unable to pay such fees;

(2) Event provides free programs to the community, or raises funds for organizations that provide free programs, benefiting local youth, seniors or underserved constituents;

(3) Provides economic opportunities to the community, including positive tax benefits, raises funds or provides revenue opportunities to the City to offset City services and costs required by the event;

(4) Provides community and/or economic opportunities during the off season;

(5) Demonstrates extraordinary efforts to reduce and mitigate environmental, transportation, and residential impacts associated with the event; and

(6) Demonstrates that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

Fee reduction requests must be filed bi-annually, unless otherwise approved in a City services agreement by the City Council. Approval of a fee reduction for any application shall not create a precedent for future requests.

(Amended by Ord. Nos. 01-31; 06-57; 16-07)

4- 8-10. INSURANCE REQUIREMENTS.

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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 a ~~Annually, the city will a~~llocates 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		
Event Applicant ~~Legal~~ Organization Name		
Event Name		
Organization Contact (First, Last)		
Title/Position	**Phone**	**Email**
Organization Street Address		
Organization Mailing Address		
Is organization a registered non-profit?	**Yes ☐ No ☐**	

SPECIAL EVENT FEE INFORMATION		
EVENT TITLE:		
EVENT DATE (S)		
Estimate of total fees requested to be waived, ~~provided by the Special Events Department~~MUST BE COMPLETED BY THE APPLICANT: 1. Event Application Fee 2. Building Permit 3. Facility/Equipment Rental 4. Field/Park Rentals 5. Special Use of Parking	**1. $__________** **2. $__________** **3. $__________** **4. $__________** **5. $__________** **6. $__________** **7. $__________** **8. $__________**	**Total fees which could be Reduced:** **Total Fees Requesting to be Reduced: % or $ amount** **Total Fees reduced in previous year if annual event:** **Total City Service Fees paid to the City in previous year if annual**

6. Bleacher Rental 7. Trail Fees 8. Public Safety Personal	**TOTAL: $**	**event:**
EVENT LEVEL Circle One **1 2 3**	*Refer to the Special Event Fee Reduction Policy for more information*	
❒ **Local/Community Cultural**	❒ **Local/Community Recreational**	
❒ **Regional Recreational**	❒ **National/International**	❒ **Regional Cultural**

SPECIAL EVENT FEE REDUCTION EVALUATION CRITERIA

If questions are not applicable, please indicate as so. All questions must be answered in order to be considered.
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 ❒**
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 ~~for~~ raise funds for organizations that provide free or low-cost programs local youth, ~~or youth organizations~~, 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 measureable 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)
$__________

RULES AND REGULATIONS

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)	

Signature ***(if electronic signature is available)*****:**	**Date:**

TO BE COMPLETED BY APPLICANT	**TO BE COMPLETED BY THE CITY**
~~Municipal~~ City Service Fees	**Total Amount or % of Fees Waived**
• Application Fee ____________	~~Total Amount or Percentage of fees waived~~
• ~~Facility Rentals~~ Building Permit ____________	____________ $ or %
• ~~Field Rentals~~Facility/Equipment Rental ____________	
• ~~Public Parking Spaces~~Field/ Park Rental	____________
• ~~Bleachers~~Special Use of Parking Permit ____________	Approved By:
• ~~Fire Permit~~Bleacher Rental	____________
• Trail Fees ____________	Date
• Public Safety Personnel ____________	
Total of fees that can be waived ____________	

FOR MUNICIPAL USE ONLY
Date, Application received
Date, Application approved
Date, Applicant notified

Special Event Fee Reduction Policy

Park City Municipal Corporation is committed to facilitating Park City‟s community, cultural and economic vibrancy ~~and economic development~~ by hosting special events~~,~~ ~~and to~~, while mitigating for the impact of these events. As pertains to section 4-8-9 of the Park City Municipal Code, ~~In this effort, t~~the C~~c~~ity ~~will~~ annually ~~allocate~~ allocates up to two hundred thousand dollars ($200,000) to be used ~~towards~~ to ~~reducing~~ reduce City Service F~~f~~ees required ~~to~~ for Special Events~~provide city services for special events~~. Fees eligible to be reduced include the following City Service Fees: Special Event Application, Building Permit, Facility or Equipment Rental, Public Safety Personnel, Field and Park Rental, Special Use of Public Parking Permit, and Trail Use. ~~Fees may be reduced for qualifying first-time and recurring events.~~Fee reduction requests for Special Events must be filled bi-annually, unless otherwise approved in a City Services agreement by the City Council. Approval of any fee reduction for any Special Event application shall not create precedent for future requests. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Incomplete applications will not be considered.

A. Special Event Fee Reduction Evaluation Criteria

Eligibility for a full or partial fee reduction shall be determined by the City based on the following criteria, none of which shall be individually controlling. ~~The City will consider the following when reviewing a special event fee reduction request:~~

1. **Criterion 1:** Charges event admission or fees for participation, and policy for attendees or participants unable to pay such fees;
2. **Criterion 2:** Provides free programs to the community, or raises funds for organizations or free programs, benefitting local youth, seniors or underserved constituents;
3. **Criterion 3:** Provides economic opportunities to the community including, positive tax benefits, raises funds or provides revenue opportunities to the city to offset City services and costs required by the event;
4. **Criterion 4:** Provides community and/or economic opportunities during the off season.
5. **Criterion 5:** Demonstrates measurable efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event.

~~4. Provides event opportunities during resort off seasons, defined as September 21-November 15, and April 1-May 15, excluding holidays;~~

~~5.~~6. **Criterion ~~6~~5:** Demonstrates that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

Fee Reduction applications will be evaluated by the City departments which they directly impact and will be submitted to the ~~The~~ City‟s Special Events Department. Special Events staff ~~and Special Events Advisory Committee (SEAC)~~ will ~~review~~ make a recommendation to the ~~applications and submit recommendations to a panel consisting of~~ the Economic Development Manager and Budget Manager(s) and the City Manager. The City Manager may approve fee reductions up to twenty five thousand dollars ($25,000). If the total fee reduction request exceeds twenty five thousand dollars ($25,000), or includes city service fees other than those indicated above, the request must be approved by City Council in a Public Meeting or through an approved City Services Contract. Appeals may be brought to the Special Events Department with final authority by the ~~City Manager or his or her designee and~~ City Council.

B. Special Event Fee Reduction Appropriations

The City currently reduces fees for Special Events through collaboration with multiple city departments. Of the fees required for city events, no more than two hundred thousand dollars ($200,000) per annum will be waived; allocation of fee reductions will be determined at the sole discretion of the Economic Development and Budget Manager(s), City Manager or City Council. Unmet thresholds at the end of a year will not be carried forward to future years.

C. Special Event Fee Reduction Categories

Applications for Special Events Fee Reductions will be placed in five potential categories for tracking and evaluation processes. Categorization is determined by the event meeting at least one criterion listed for each category:

1. Local/Community Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences within the state of Utah;
2. Local/Community Recreational Event: Events of or relating to sporting or competitive pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences from within the state of Utah;
3. Regional Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizers from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
4. Regional Recreational Event: Events of or relating sporting or competitive pursuits, hosted by organizers and including vendors and/or participants from Utah counties including Summit and Wasatch counties, or from

states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;

5. National and/or International Event: Events
   of or relating to artistic or social, sporting or competitive, or other pursuits determined to be valuable by the City, hosted by international or national organizations from states excluding those defined as „regional", listed above, and including vendors and/or participants and marketed to national or international audiences.

D. Application Process

Application forms may be downloaded from the City"s www.parkcity.org website, available via email from the Special Events Coordinators, or within the Special Events Office of City Hall. In order to apply for a Fee Reduction, applicants must request an estimate of City Service event fees from the Special Events Department; estimates will be made available by the Special Events Department no later than one week (7 days) prior to the Application deadline. Estimates are not binding on the City; event organizers should anticipate fluctuations in final costs based on estimated fees.

E. Deadlines

All applications for Special Events Fee Reductions must be received no later than the 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 considered when the applicant demonstrates an immediate need for funding and provides justification for why the application was not filled within the specified deadline, unless otherwise directed by the Council.

Extraordinary requests received must meet all of the following criteria to be considered:

1. The request must align with the Special Event Fee Reduction Evaluation Criteria;
2. The applicant must show that the requested fee waivers represent an immediate fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate significant consequences of not being able to wait for the next semiannual review.
   i. Significant consequences could include inability to hold event due to event date or immediate fiscal need, but not wish or preference.

F. Award Policy

The reduction of Special Events fees shall be administered pursuant to applications and evaluation criteria established by the Special Events

Department and Special Events Advisory Committee, and approved by the Economic Development and Budget Managers, City Manager or City Council upon the determination that such action is consistent with the overall goals of the City.

Fee Reduction ~~amounts~~ approvals shall~~will~~ be noticed to the applicants ~~by May 15th for those events occurring July 1 through December 31st, and November 15th for those events occurring January 1 through June 30th~~no later than 15 (fifteen) business days after determinations are made by the City Manager or City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual event permits and their associated fees may vary from permit to permit at the discretion of City. Any reduction of Special Event fees is valid only for the permit specified therein and shall not constitute a promise of future reward. The City reserves the right to reject any and all applications, and to waive any technical deficiency at its sole discretion. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff would like to continue the discussion regarding construction and development and impact fee reductions in order to further clarify our abilities to review request for various scenarios (city projects, local non-profits, affordable housing, etc) and recommend a committee process, guided by criteria, in order to review applications and determine eligibility for future fee reductions.

Council would maintain the right to be the ultimate decision making authority on reducing these fees over a specifically identified threshold, which staff hopes to gain further clarification on.

Respectfully:

Michelle Downard, Deputy Chief Building Official

City Council
Staff Report

Subject:	**Construction and Development and Impact Fee Reduction Policy**
Author:	**Michelle Downard, Interim Chief Building Official** **Rhoda Stauffer, Affordable Housing Project Manager** **Jed Briggs, Budget Operations Manager** **Nate Rockwood, Capital Budget, Debt & Grants Manager**
Department:	**Building Department**
Date:	**March 9, 2017**
Type of Item:	**Informational**

Summary Recommendation

Staff would like to continue the discussion regarding construction and development and impact fee reductions in order to further clarify our abilities to review request for various scenarios (city projects, local non-profits, affordable housing, etc), recommend a committee process, guided by criteria, in order to review applications and determine eligibility for future fee reductions and provide policy direction on non-profit impact fee waiver eligibility.

Council would maintain the right to be the ultimate decision making authority on reducing these fees over a specifically identified threshold, which staff hopes to gain further clarification on.

Executive Summary

- Construction and development fee reductions can provide the City with an opportunity to support local non-profits and school groups that provide a public benefit, but they can also cause a strain on funding for the services associated with the reduced fees and on individual departments. Therefore, the fee reduction policy is being considered thoroughly.
- Impact Fees are specifically regulated through Utah State Law and the Municipal Code of Park City (MCPC) and are therefore specifically considered.
- Affordable Housing is a critical priority for the City and therefore is considered in this fee reduction discussion to understand the likely impact on other budgets and priorities.
- On Nov 3, 2016, Council discussed Construction and Development and Impact Fee reductions for city projects, local non-profits and affordable housing projects. Packet, pg 3 This is report is a continuation of that discussion.

Acronyms

MCPC – Municipal Code of Park City

The Problem

- Reducing construction and development and impact fees can further Council's goals/priorities if used correctly, but can cause financial hardship to specifically impacted departments and projects.
- The fee reduction application process is too simple and does not require the applicant to explain, defend, and justify their need adequately.
- The current Administrative Fee Policy does not consider affordable housing.
- The current threshold for Council review for Construction and Development Fee reductions is $5,000. Special Event's threshold is $25,000. The smaller threshold assures more transparency, but can be confusing for applicants.

Analysis

Construction and Development Fees

Park City currently has the ability to reduce Construction and Development Fees for city projects, affordable housing, private development receiving historic grants and non-profit youth groups with a public benefit.

- MCPC 11-12-13 allows for fees to be waived by City Council for projects that provide a beneficial public purpose.
- MCPC 11-12-15 allows for fees to be reduced for public or non-profit projects which are deemed to serve a beneficial public purpose, provided that any reduction of fees in excess of five thousand dollars ($5,000) must have City Council approval.
- The current Administrative Fee Policy supplements the City Code and allows for the City Manager to reduce fees up to $5,000 for city projects, non-profits which provide a public benefit, private development receiving a historic grant or a non-profit youth group which provide a public benefit. See EXHIBIT A

Reduction of construction and development fees allows the City to support critical priorities such as affordable housing development, city projects, non-profits which provide a public benefit, private development receiving a historic grant or a non-profit youth group which provide a public benefit.

Construction and development fees are calculated in accordance with the adopted fee schedule. Fees are calculated to reflect the cost of providing the services related to the development activity. Ideally, the Building Department would be self-funding with revenues and expenditures balancing. Any lack of revenue due to a reduction of construction and development fees must ultimately be absorbed by the already fully allocated General Fund.

Impact Fees

Park City currently has the ability to reduce Impact Fees for development activity with a broad public purpose (city projects) and affordable housing.

- Impact Fees (including Water, Roadways, Parks & Open Space and Public Safety) are calculated in association with the new development in accordance with the fee table. Impact Fee reductions are considered through the offset, waiver, appeal or independent fee calculation process in accordance with MCPC 11-13. Impact fee calculation and administration must adhere to the Utah State Impact Fee Act.
- MCPC 11-13-4 allows the City Council to reduce Impact Fees for:
  - Construction of affordable housing, up to $5,000 per unit;
  - Construction of a public facility.
- Utah State Code 11-36a-403 specifically allows the City to adopt an ordinance to include a provision to its impact fee enactments that provides an impact fee exemption for low income housing, development activity with a broad public purpose, the State, school districts and charter schools. Other than exemptions for low income housing, the ordinance must establish one or more sources of funds (other than impact fees) to pay for that development activity.

Reduction of impact fees allows the City to support critical priorities such as affordable housing and development activity with a broad public purpose.

Impact fees rates are set by Council based on an established existing level of service provided to the community for water, roadways, parks & open space and public safety. Any decrease in revenue would have a direct impact on the funding for those capital improvement projects.

Staff Recommendation

Due to the varying nature of City Projects, Affordable Housing Projects, Non-Profit Projects, youth groups and developments receiving historic grants, staff recommends a fee reduction application process with an application form, See EXHIBIT A, and the creation of a Fee Reduction Committee for any requests that require Council determination (see thresholds discussed below). The committee would consists of several staff members representing multiple departments, who will develop a recommendation for City Council through fee reduction scoring criteria, which has incorporated a weighted scoring system. Development activities would be scored and fee reduction recommendations would be reflective of the applicant's ability to meet the criteria listed and the Building Department's revenue for that fiscal year, (or the year prior to ensure adequate data). For example, if the average committee score for a request is 70 and the Building Department's revenue is coming in at 90% of projected, the resulting recommendation to Council would be to reduce the fees by 63% or (70 x .90). If revenue is higher than projected (100%), fee reductions would never be recommended in excess of 100%.

- Contributing to a City Council Priority (Critical or Top) (30 pts)
- Demonstrated need for a Waiver (25 pts)
- Non-profit organization or event (25 pts)
- Project or event benefiting or hosted by Youth (10 pts)
- Other Government Entity that provides a community benefit (10 pts)

Staff could be committed to tracking these reduced fees so that they can be considered in future budget considerations.

City Projects

Staff recommends automatic, full fee waivers for **Construction and Development** and **Impact Fees** for city projects, which generally have a broad public purpose and when not otherwise funded by a grant or an outside funding source.

Non-Municipal Affordable Housing Projects

In order to support critical priorities, staff recommends **Construction and Development** and **Impact Fee** reductions for affordable housing projects by the City Manager or Committee and Council, dependent on the amount. Staff recommends fee reductions to be considered on a case-by-case basis for private developers voluntarily including affordable units. Staff is recommending that fee reductions are not considered for affordable housing units developed as a result of a housing obligation from MPDs or Annexations. For clarification, attainable housing does not meet the criteria for "low income housing" as identified by the State Law, therefore attainable housing is not eligible for impact fee adjustments.

Non-Profit Projects

Construction and Development Fees

In order to allow the City to support local non-profits that provide a public benefit, but also consider the varying nature of non-profits organizations, staff recommends Construction and Development Fee reductions to be considered for non-profit projects on a case-by-case basis by the City Manager or Committee and Council, dependent on the amount. Staff is not recommending that fees be reduced for non-profit projects that fail to demonstrate their ability to meet the application criteria.

Staff also recommends that the consideration for non-profits be expanded to private events hosted by members of the general public that support the community's use of city property and are not for-profit. The intent is to include activities that do not me the definition of special events but are residents who want to rent city property for events such as birthday parties and family reunions, which may trigger inspection fees outside of regular business hours for $300.00 in addition to permit fees.

Impact Fees

Impact fee reductions are more strictly regulated. The City Code currently does not allow for impact fee waivers. The Utah State Code allows for impact fee exemptions for a "development activity with a broad public purpose". Staff would like further policy clarification from Council on allowing non-profit projects to be eligible for fee adjustments if they provide a description of how they provide a broad public purpose.

It is not recommended to otherwise reduce impact fees outside of the already identified mechanisms including offset, waiver, appeal or independent fee calculation processes in accordance with MCPC 11-13.

Threshold for Council Review

City Council would maintain the right to be the ultimate decision making authority on any individual fee waivers over an identified threshold. Currently, that threshold is $5,000 for construction and development fees. This is ideal in order to maintain transparency, but is inconsistent with Special Event Permit Application threshold of $25,000 and the City's Purchasing Policy in which Council only approves contracts over $25,000. Staff would like direction from Council on what an appropriate threshold would be to trigger Council review. If the $5,000 threshold is recommended to be adjusted, staff will return with a MCPC 11-13-4 amendment.

Additionally, with a potential for 468 affordable housing units (not otherwise required) being developed within the next 10 years, the total reduced fee amounts have a potential to be significant. For example, Water Impact Fees could see approximately $198,000 decrease in revenue per year. As a result, the City would not be able to maintain the same level of service and would consider eliminating non-regulatory and non-critical programs to eliminate to make up the revenue difference.

Due to these potentially large fee values and impacts to residents, staff recommends a threshold for a total fee reduction of $200,000 per fiscal year. After which time, all fee reductions would have to go to Council for consideration, regardless of amount.

In order to implement the changes listed above, staff recommends that the Administrative Policy for the Reduction of Building Permit Fees by the City Manager be amended to include affordable housing projects. Additionally, staff would return with a City Code amendment to reflect the committee process and include any updated threshold.

Department Review

The Building, Budget, Affordable Housing, Legal, Planning, Engineering, Water, Sustainability, Recreation and Executive Department have reviewed this report.

EXHIBITS

EXHIBIT A - Fee Reduction 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 ____

Address ____

____

Phone ____________________________ Fax ________________________

E-mail ____

Permit(s) ____

(2) Indicate the applicable items for which a waiver is being requested (all that apply):

☐ Building Plan Review
☐ Engineering Plan Review
☐ Planning Plan Review
☐ CUP Application Fee
☐ MPD Application Fee
☐ Building Permit Fee
☐ Annexation Application Fee
☐ Condo Plat Application Fee
☐ Plat Amendment Application Fee
☐ Historic District Design Review
☐ Water Fees (interior)
☐ Water Fees (exterior)
☐ Parks, Trails, Open Space, Police, Roadway Facilities
☐ Other: Please explain ____

(3) Projected total of all fees: $____

(4) Total construction cost of subject project: $______________________________

(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

b) Demonstrated need for a Waiver (25 pts)

- Is this project receiving grant funding or financial support from any other entity?

c) Non-profit organization or event (25 pts)
d) Project or event benefiting or hosted by Youth (10 pts)
e) Other Government Entity that provides a community benefit (10 pts)

(6) Please attached the following documents:

a) Description of the organization, institution or business entity, how long in business, accomplishments to date, key personnel in organizational leadership.

b) Organizational governing documents such as business license, by-laws, and/or incorporation documents.

c) Financial information for your organization including current budget, 2 years of financial statements such as Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc. or include Independent Auditors' Reports.

Signed: ____________________________________ **Date:** ___________________

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Dixon and Staff have been working quickly toward implementation of a first phase of technology, infrastructure, and demand-based parking, based on recommendations in the Nelson Nygaard Downtown and Main Street Parking Plan. Through the course of February, Dixon worked to educate the Parking Implementation Task Force on the vast possibilities of rapidly evolving parking technologies. This aggressive exercise has resulted in a more robust and comprehensive RFP seeking the construction and equipment for an integrated and turnkey solution. The revised RFP is called The Complete Parking Management Solution (CPMS). Staff aims to return to Council on March 30, 2017 to seek authorization of a Service Provider Agreement for the selected proposer.

Respectfully:

Kenzie Coulson,

City Council
Staff Report

Subject: Parking Infrastructure RFP
Author: Kenzie Coulson, Parking & Fleet Manager
Department: Public Works/ Parking
Date: 3/9/17
Type of Item: Informational

Summary Recommendation

In December of 2016, Council approved a contract for Dixon Resources Unlimited for the sourcing of technology, infrastructure, and a demand-based parking solution. Dixon has led the Parking Implementation Task Force through an exercise to determine the best technology for Park City's unique Main Street area. This informational report is a project update on the anticipated timeline and scope.

Executive Summary

Dixon and staff have been working quickly toward implementation of a first phase of technology, infrastructure, and demand-based parking, based on recommendations in the Nelson Nygaard Downtown and Main Street Parking Plan. Through the course of February, Dixon worked to educate the Parking Implementation Task Force on the vast possibilities of rapidly evolving parking technologies. This aggressive exercise has resulted in a more robust and comprehensive RFP seeking the construction and equipment for an integrated and turnkey solution. The revised RFP is called The Complete Parking Management Solution (CPMS). Staff aims to return to Council on March 30, 2017 to seek authorization of a Service Provider Agreement for the selected proposer.

Acronyms

RFP	Request for Proposal
HPCA	Historic Park City Alliance
Dixon	Dixon Resources Unlimited
TDM	Transportation Demand Management
PARCS	Parking Access Revenue Control System
CIP	Capital Improvement Project
PGS	Parking Guidance System
LPR	License Plate Recognition
CPMS	Complete Parking Management Solution

The Opportunity

Ongoing concern regarding the availability of parking in the Main Street area has led to the completion of a comprehensive parking study. The recommendations of the study referenced a vast scope of technology, designed to ease the parking experience and to better utilize existing parking near Main Street. Dixon Resources Unlimited, assigned to the sourcing and coaching of the project, has brought clarity to the scope. An RFP titled the Complete Parking Management Solution will be released.

Background

- On June 25, 2015, Council approved a consultant contract with Nelson Nygaard for the creation of a strategic parking management study specific to the Main Street area.
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2060&Inline=True

- On June 9, 2016, Council performed a final review of the Main Street Parking Plan completed by consultant firm Nelson Nygaard.
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2142&Inline=True

- Following Council's support of the Main Street Parking Plan, a Main Street Parking Implementation Task Force was created. The Task Force convenes bi-weekly.

- On October 20, 2016, Blake Fonnesbeck brought an Informational Report to Council regarding the status of the Downtown and Main Street Parking Plan implementation and an anticipated timeline.
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2195&Inline=True

- On December 15, 2016, Council approved the Service Provider Agreement for Dixon Resources Unlimited, for project management and consulting.
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2213&Inline=True

- On February 2, 2017, Kenzie Coulson offered a Staff Communications Report to update Council on the revised anticipated parking technology timeline.
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=14&ID=2222&Inline=True

Analysis

During the week of February 5, 2017, Dixon held technology vendor site visits in Park City, Utah. The exercise demonstrated the immense number of choices and directions possible with current parking technologies. Through the Dixon assessment, research, and collaboration with the Parking Implementation Task Force, the scope and project have evolved, which in turn affects the timeline of the project.

Prior to this exercise, staff and Dixon were seeking phases of the parking technology project to each encompass a single element, which would have entailed several technology-related RFPs and Service Providers. The revised direction is based on finding an integrated solution that will seamlessly encompass a Parking Access Revenue Control System, Parking Guidance System, Parking and TDM Brand, integrated wayfinding signage for Main Street parking and alternate parking options, online tools for information and payment, parking pay stations and on-street meters, citation and permit hardware and software. By issuing an RFP for this comprehensive turnkey integrated scope, the project will maintain integrity across each portion of the technology, will enhance the experience for Park City guests and residents, and will provide seamless tools for City operational staff.

During the June 9 Council meeting, staff committed to working as quickly as possible to do this project correctly. The revised RFP is a demonstration of commitment to ensuring a strong and integrated foundation for this very robust technology project.

The following is a revised timeline, based on the new RFP:

March 3, 2017: Complete Parking Management Solution (CPMS) RFP advertised
March 17, 2017: CPMS RFP closes
March 20, 2017: CPMS RFP selection committee meets and selects vendor
March 30, 2017: Staff to seek Council approval of Service Provider Agreement for selected vendor
April 1-15, 2017: Vendor design team to provide wayfinding signage location recommendations for China Bridge garage

Based on the responses from the RFP, staff will return to Council with a more detailed timeline. While staff is still targeting a soft rollout of the system in the June 2017 timeframe, the exact date of the soft launch cannot be determined until after we receive responses to the RFP. It is not staff's preference to push the soft launch later into the summer; however we must be prepared for that possibility.

Department Review

This document was reviewed by Public Works, Executive, and Legal.

Funding Source

Funding for this project is available from City Capital Improvement Project (CIP) Funds.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

The Sundance Film Festival is the largest event that Park City hosts each year. Due to the size and scope of the event, a large coordination effort occurs between City staff, the Sundance Institute, and many stakeholders. In addition, a long-term City service contract has been utilized as a tool for the City to identify the appropriate level of support (value (funding), and level of city support services) to effectuate our role in supporting community economic and cultural goals.

Respectfully:

Jason Glidden, Economic Development Program Manager

City Council
Staff Report

Subject: Sundance Institute Film Festival Contract
Author: Jason Glidden
Department: Economic Development
Date: March 9, 2017
Type of Item: Administrative

Summary Recommendations:
The purpose of this staff report is to provide an informational debrief of the 2017 Sundance Film Festival. Staff is also seeking direction from City Council regarding the City‟s role in facilitating the activations of both affiliated and non-affiliated activity during the Sundance Film Festival.

Executive Summary:
The Sundance Film Festival is the largest event that Park City hosts each year. Due to the size and scope of the event, a large coordination effort occurs between City staff, the Sundance Institute, and many stakeholders. In addition, a long-term City service contract has been utilized as a tool for the City to identify the appropriate level of support (value (funding), and level of city support services) to effectuate our role in supporting community economic and cultural goals. Park City Municipal Corporation (PCMC) entered into the current contract with the Sundance Institute in October of 2013 (Exhibit A). The contract is set to expire after the Festival in 2026 unless both parties agree to a one year automatic renewal for 2027. Through the negotiation of the current contract, the intent of the contract was to accomplish the following:

- Secure the Festival location in Park City past 2018;
- Move the Festival dates off of the Martin Luther King Holiday weekend; and
- Maintain the health of the Festival by providing:
    - Financial Contribution to fund festival operations;
    - Provide City Services during the festival such as increased transportation and public safety officers.
    - Continue to “ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.”

In addition, the City has worked to increase compliance with Municipal Codes as they relate to business licensing, external signage, and building occupancy to ensure that all official and non-affiliated activity taking place during the Festival is done in a safe and proper manner.

In recent years, Sundance and its official sponsors have experienced exponentially rising costs for exhibitor space. In addition to rising rent costs, a shortage of available buildings on Main Street that can accommodate Sundance‟s needs have increased

Sundance‟s requests for use of City owned properties for activities that occur during the Festival each year.

Staff seeks specific direction from City Council on:
1. Implementation of the use of City owned property by the Sundance Institute and their sponsors; and
2. Application and enforcement of City regulations during the Festival.

Acronyms in this Report:
CSL – Convention Sales License
HPCA – Historic Park City Alliance
PC MARC – Park City Municipal Athletic & Recreation Center
PCMC/City – Park City Municipal Corporation
SEAC – Special Event Advisory Committee

The Problem:
As the economy continues to strengthen, the availability of highly desirable space (high occupancy & visibility) to program becomes smaller, the cost of rent to lease space on Main Street is becoming increasingly tougher. This has led to requests from the Sundance Institute to utilize more City owned space including the Bob Wells Plaza and lower Main Street. City Council has expressed concerns on the effect the use of these spaces has on traffic and parking, impacts to local businesses, and the commercial feel that these activations bring. Perhaps more importantly, Council has expressed concern over the role we play in enabling and facilitating this dynamic.

Background:
City Council Reports:

September 12, 2013	Sundance Contract Approval – page 41
September 12, 2013	Sundance Contract Approval Minutes – page 2
July 21, 2016	2016 Sundance Film Festival Debrief – page 3
July 21, 2016	2016 Sundance Film Festival Debrief Minutes – page 2
November 17, 2016	2017 Sundance Supplemental Plan (part 1) Approval – page 69.
November 17, 2016	2017 Sundance Supplemental Plan (part 1) Approval Minutes – page 8
December 15, 2016	2017 Sundance Supplemental Plan (part 2) Approval – page 328
December 15, 2016	2017 Sundance Supplemental Plan (part 2) Approval Minutes – page 9

City Service Contracts
The City has used city service contracts as a tool for identifying levels of support, both financial and city services for large events that have both economic and cultural value to the City. These contracts outline the agreement between the event organizer and the city and provide clear scope of service for each party including:

- City services to be provided to the event and the costs of those services;
- Lease terms of City facilities or property;
- Financial assistance to be provided to the event from the City;
- Locked in event dates over a long period;
- Performance measures that the event must maintain to continue providing; and
- Economic impact studies for the event.

In addition to the formal Use Areas (i.e. PC MARC, Jim Santy Auditorium, etc.), the current contract includes relevant language that allows Sundance to request the use of City properties. The sections of the contract that call out the use of City property are below.

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring potential development and use of new venues for

2

Use Areas (page 5 of contract).

4. Exclusive or Shared Use. The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit "A." attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance's operational and ticket policies and plans for such shared use areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

Supplemental Plan
As part of the City Service Contract, each year City staff and Sundance work to put together a supplemental plan that outlines the operational plan for the event, which articulates substantive changes year to year to the operations of the Festival.

On November 17, 2016, City Council approved the 2017 Sundance Film Festival Supplemental plan, which included:

- The Festival dates, January 19 - 29th, 2017.
- Closure of 5th Street, between Main Street and Swede Alley, for the Cinetransformer, providing a film venue and connection between the Festival Base Camp in Swede and Main Street.
- Closure of Lower Main Street between 7th and 9th Street. Dates for the closure, to allow the load in/out were from January 13th - February 1st, in an effort to create an engaging, walkable gathering space for the public.
  - This area was programmed as the Festival Village. As a Festival sponsor, Sundance coordinated with Acura with the goal of creating a venue that was engaging for the public.
- Waiver of the Martin Luther King holiday weekend „no work" provision, for Sundance Institute and Official Sponsors for operations and setup.

Municipal Code Changes
Problems arose in the 1990"s and 2000"s as commercial activity crept into the residential areas, particularly nightly rentals in Deer Valley for parties and for gifting suites. The City made a conscious effort through enforcement to bring the activity back to Main Street and other commercial areas to better manage the adverse impacts. Along with the increase in enforcement, the City over the years has made several amendments to the Municipal Code to regulate short term business activity, especially during the Festival. These changes have been made to:

- Protect Sundance and Festival sponsors by providing a level playing field in regards to application deadlines and requirements;
- Balance the ability of year round business owner to capitalize on short term rental opportunities in a predictable manner;
- Align the City"s Municipal Code with State Codes.

Changes that have made in the past have included:

Liquor Permitting
On June 6, 2013 (page 108) Council passed amendments to Municipal Code that included:

- City Council retain authority for approval of Special Event Temporary Alcoholic Beverage Licenses (Liquor License) during the Festival, with the exception that only up to 12 late applications will be heard if received by the first Friday in January and no other exceptions will be made.

Convention Sales Licensing

City Council approved amendments to the Municipal Code on September 5, 2013 (page 229) that included the following changes:

- To clarify that Gifting & Promotion constitutes conducting business;
- To define Gifting;
- To clarify individual vendors shall be licensed individually if they are physically present regardless of whether they are sharing space;
- To clarify existing exemptions for individual vendors at conventions and trade shows in spaces that are designated as convention space through a full business license, unless they are conducting point of sale transactions on location. These exceptions will not apply during the Sundance Film Festival due to additional impacts caused and to reinforce that if any point of sales transactions are taking place licensing is required year round;
- To create an umbrella license for multiple vendors at one physical location as well as create two separate types of a stand-alone category of convention sales business licensing. One for dates during Sundance Film Festival and the second for dates outside of the festival;
- To amend the Park City Fee Schedule to include the changes to Type II Convention Sales Licenses fees, which increased the flat application fee and removed the 5% space calculation;
- Only require federal tax ID number (as opposed to Utah State Tax ID number) if only Gifting or Promotion occurs.

At the September 5, 2013 meeting, City Council also approved an ordinance that changed inspection requirements for business licensing which included:

- Require pre-inspections of property prior to application of a business license regardless of how long they intend to conduct business
- Site plans to be required on applications to determine occupancy even when a property is used for temporary purposes (10 days or less) or at any time as identified by the Inspector. Floor plans stamped by a licensed design professional will be required if there is a change of normal occupancy in an existing business. Occupancy will be determined by the Building Department and signage will decrease the likelihood of overcrowding.

Analysis:
This year"s Festival was overall a success. The weather did amplify existing traffic congestion and parking issues. This debrief is broken into four areas of focus:

1. City Services;
2. Sundance Film Festival Operations;
3. Unaffiliated Activations and
4. 1st Amendment Events

City Services

Transit
Transit"s major challenges and concerns primarily revolve around traffic conditions within Park City proper during the Festival timeframe, though having sufficient staff to

provide enhanced service and maintaining the operational status of older vehicles are also concerns. Put simply, if we can‟t move, we can‟t move people. Parking restrictions, police presence at intersections, crossing guards, etc. have been immensely helpful, but throughout the Festival Transit operations were severely impacted by traffic, particularly in Old Town, on a regular basis. It is important to note that Transit is impact every year during the Festival; only on certain days were traffic impacts significantly different than last year.

During the 2017 Festival, Transit saw an increase in passenger trips, but also saw increased challenges in transporting people with events such as the Women‟s March on Saturday 1/21.

Dates	**2017 Total**	**2016 Total**	**Percent Change**
Thursday 1/19 – Sunday 1/22	85,000	79,559	7%
Monday 1/23 – Sunday 1/29	130,383	128,469	2%
Festival Total	**215,383**	**208,028**	**3.5% – 4%**

With this ridership increase comes an increase in workload. Dedicated Festival operations, including set-up and recovery operations, takes the Transit Department an approximate total of 2031.5 work hours beyond normal Winter Transit operations, much of which is overtime for Transit staff. By comparison, dedicated Festival operations in 2016 totaled approximately 1421.5 work hours.

Transit felt like the following elements of this Festival worked well:

- “No Parking” barricades throughout town, especially on Park Ave: With the large amount of snow received prior to and during the festival, the “No Parking” barricades were critical in allowing Transit to pass through these areas.
- The added temporary stop sign on Swede Alley (northbound) near the entrance to the Old Town Transit Center: This was instrumental in helping get Transit vehicles into and out of the Old Town Transit Center.
- Use of the Richardson Flat Park & Ride during opening weekend.
- PCPD traffic control at intersections in Old Town and crossing guards that prioritized bus traffic.

Transportation Planning

Each year during the Festival, programmed activities draw record numbers of visitors to the City, creating significant challenges surrounding use of the local parking and transportation system. Looking toward the 2018 Festival, there will be opportunities to better mitigate a number of the primary parking and transportation challenges observed during this year‟s Festival, While staff looks for ways to increase mitigations for traffic and transportation issues, it is likely that due to the high volume of visitors, during the Festival, these challenges will continue to persist. During this year‟s Festival, parking and transportation challenges were especially evident in the Old Town area, and were largely compounded by external factors including record levels of snowfall during the Festival (approximately 55”) and the Women‟s March that took place on January 21, 2017 and drew more than 9,000 participants.

Looking toward the development of a comprehensive transportation plan for the 2018 Festival, City staff has identified the following observed challenges as its primary areas of focus:

- Carry-over traffic impacts to residential areas.
- Significant congestion and frequent accidents (especially involving transit vehicles) on lower Park Avenue.
- Frequent obstruction of traffic flow on Swede Alley, Main Street and at the trolley turn-around, largely caused by rideshare, shuttle and taxi operations and commercial vehicles.

To develop this plan, the Transportation Planning team is creating a stakeholder group to meet once a month, including representatives from Engineering, Parking, Police and Emergency Services, Transit, Special Events and Sundance Operations. A schedule of the key milestones and deliverables for this stakeholder group is identified below:

- **March 2017**: Stakeholder Meeting #1: Review relevant data for the 2017 and past Festivals and identify opportunities
- **April 2017**: Stakeholder Meeting #2: Draft potential scenarios
- **May 2017**: Stakeholder Meeting #3: Finalize scenarios
- **June 2017**: Report to Council seek direction on preferred scenario
- **June/July 2017**: Stakeholder Meeting #4: Refine operational details and develop a detailed implementation plan
- **July/August 2017**: Report to Council with a finalized transportation plan

<u>Parking</u>

As with any large event in Park City, parking inventory continues to be a challenge. Mitigation efforts during this year‟s Festival were very similar to years past. The return of paid parking to the Flagpole lot helped to provide 67 additional parking spaces into the inventory.

Parking Services saw issues arise in the following areas:

- Towing – There was an increase in the number of vehicles towed during this year‟s Festival.
- Snow banks – The large amount of snow cause large banks which made parking in allowed areas difficult and in some cases preventing the normal flow of traffic.
- Shared Ride/Taxi drop off/pick up – the zone created on Swede Alley across from 4th Street to allow for drop off and pick up of shared ride/taxi passengers caused some traffic flow problems.
- Load in/out – Special Parking Permits – staff spent a large amount of time with the coordination and enforcement of these permits.

The Parking Services Department plans to return to Council at a later date with proposed changes to the following:

- Redesign of Special Parking Permits that will provide further management of short term load in/out during the festival.

- Evaluation of contract services parking coordination/enforcement

Streets & Snow Removal
Obviously, this was a significant challenge. We received over 55" in 10 days. By every account all stakeholders, Sundance Institute, residents, and business owners were sympathetic and appreciative of the amazing level of service provided by the Streets and Parks Departments on snow removal. The snow did provide a series of safety and logistics issues including safe walking routes, short and long term parking and access issues, as well as slowing down load in/out.

Note from staff outside of Streets Department: The Streets team did an amazing job of snow removal before, during and on the last night of the Festival with daily snow plowing and snow hauling. Their efforts were greatly appreciated.

Feedback from Additional City Departments
As part of the internal debrief, all departments are asked to provide feedback. While this information is extremely important to the debrief process and the planning for future events, it has not been included in the body of this report. Additional feedback from other City departments can be found in Exhibit B at the end of this report.

Communications & Outreach
Staff increased its focus on communications in many areas of the Festival this year. While areas for improvement were identified, staff felt that communications to event organizers, businesses, residents, and visitors improved. Changes were made to several publications. These included:

- *Rules of the Road* – Last spring staff reached out to event organizers to receive feedback on the document that helps guide organizers through the permitting process. From this feedback, elements such as permit flow charts and an application deadlines calendar were added. The changes made to the Rules of the Road document were well received and helped organizers to better understand the permitting process and when application deadlines existed.
- *Locals Guide* – Staff goal with the changes were to provide a better tool for local residents to use to better navigate during the Festival. The result was a guide that was attractive and easy to use with pictures and maps.

Text Message Program – New this year was the pilot text messaging program. Public Service Announcements were released encouraging both residents and visitors to sign up to receive text message notifications on issues related to the Festival, the Women‟s March on Main. Through this tool, staff was able to push out traffic, parking, and weather information. Over 1,000 people signed up for the program this year. Staff believes that this number can grow next year with messaging that goes out earlier and is more integrated with existing messaging going out to event participants.

Staff will continue to look to find ways to better communicate with business owners and residents on street closures during events. Work has begun on an updated email database which will allow for staff to send out messages directly to business owners.

This will be additional outreach on top of the coordination with the HPCA and the door to door communication, which staff will continue to do.

Sundance Film Festival Operations

Cinetransformer

This year‟s Festival saw the introduction of the Cinetransformer on 5th Street. This mobile 80 person theatre was viewed as a positive addition to the Festival as it added another small theatre space on Main Street that was in close proximity to other Sundance venues. The activation on 5th street did require the removal of Postal parking on 5th street. To supplement this loss, additional postal parking was places on Swede Alley and on Main Street.

Feedback from residents included being inconvenienced by not being able to utilize the parking on 5th as well as the ability to use 5th street to easily exit off of Main Street during the Festival when traffic congestion was high. However, staff observed that the convenient and increased number of spots in front of the Post Office for short term parking was used frequently and not always full.

Lower Main Street Closure – Festival Village

The closure of lower Main Street between 7th and 9th street brought mixed reviews; many business owners on Lower Main Street indicated they believed the activation helped their business while a few business owners that were upset prior to the Festival still expressed displeasure with the street closure and activation (please note that a vast majority of businesses both reported and were observed to be quite busy during the Festival – and some who were upset about the closure rented out their space to non-affiliated companies during the Festival). This area was programed by Acura, a presenting sponsor of the Festival. Due to a series of unanticipated, cascading events, including extremely high temporary rental prices, related to Acura failing to secure a brick and mortar space, they didn‟t have as much time to identify a budget, program and logistical plan as would have been ideal.

On the operational side, the set up and breakdown of the activation went smoothly. The original schedule called for the street to be closed down from January 13th through February 1st. The production crew was able to work effectively to reduce the load-in to begin on Sunday, January 15th and breakdown the activation prior to February 1st, allowing the street to be re-opened earlier than anticipated.

Programing included a number of activations that provided an interactive experience for guests. A beer garden was activated each afternoon from 3:00 to 5:00 p.m. that provided an area for people to gather and visit with other Festival goers and community members. A stage was set up in this area with a large video screen. The screen was used to broadcast other Sundance activities in various locations throughout Park City. Feedback received on the area was that there were several days and times during the

Festival that the stage was not programed and this had an effect on the number of people that were present during the activation.

Overall the Festival Village did see good crowds during the day but due to lack of programing, was fairly quiet at night.

Unaffiliated Activity
Pressures coming from temporary, direct ambush, and non-traditional business activity not affiliated with the Sundance continues to become much more prevalent. This activity has impacts throughout the community that are both positive and negative. There are many businesses that enjoy the benefits of additional rental income from non-affiliated activity. This additional revenue helps to offset high rent rates during the Festival.

On the other hand, non-affiliated rentals can provide challenges to both Sundance and PCMC. These activations can sometimes be in direct competition with official Festival sponsors and can also diminish sponsorship value to the Festival itself. Additionally, the non-affiliated rentals contribute to traffic and congestion.

Staff did receive feedback that changes made to the Rules of the Road document were well received and added elements such as the permit flow charts and deadline calendar helped organizers to better understand the permitting process and when application deadlines existed.

During this year"s Festival, the City saw a decrease in the number of permitted locations, the total number of Convention Sales Licenses approved, and the number of liquor permits approved. However, it is important to note that the City no longer requires licenses for short term private parties being hosted by existing businesses in the food & beverage industry.

Additionally, rising rental prices on Main Street likely suppressed some of the licensing. Much like the challenges that official sponsor face, non-affiliated activations are finding it harder to justify the higher rent prices being charge to secure a space on Main Street. Unfortunately, staff feels that this is driving some activity back into the residential areas of town where they can be more impactful and more enforcement efforts are needed to locate and regulate illegal activations.

2017 SUNDANCE	Official 2017	non-affiliated 2017	Totals 2017 (2016)	Revenue 2017 (2016)
Convention Sales Licenses	N/A	116	116 (182)	$43,200 ($64,816)
Liquor Licenses	32	15	47 (89)	$5,400 ($6,650)

Issues continue to rise regarding late applications for CSLs and liquor permits. These late applications cause strain on staff resources and defeat some of the goals in the changes made to the Municipal Code back in September of 2013.

2017 SUNDANCE	Official 2017	non-affiliated 2017	Total 2017	Total 2016
Late Submissions- Liquor	1	10	11	10
Special Meeting applicants-CSL	N/A	32	32	40
Denied Applicants	0	0	0	0

Staff will return to City Council in April to discuss licensing during the Festival in greater detail and bring possible new amendments to the Municipal Code as it relates to licensing. These changes could include changes to application deadlines.

First Amendment Events

Not unlike previous Festivals, staff received notification on a number of planned protest and marches. Free expression events in public forums are governed by different constitutional standards than regular special event requests, and timely accommodation of spontaneous political events is also required. When feasible, staff worked with event organizers to go through the permitting process to ensure that impact caused by the event would be minimized and that a safe environment for both participants and the general public was maintained.

<u>Women‟s March on Main</u>

This event started at a couple hundred participants when the first application was submitted to over 9,000 participants the day of the event. Staff was pleased with the event organizers willingness to work together to determine the best times, route, and various other operational details to make the event a success. Through meetings with the event organizer, staff was able to coordinate the following mitigation plans:

> <u>Transportation/Parking</u> – The event organizers put together a plan with staff that focused on the promotion of off-site parking locations (Richardson‟s Flat and Park City Movie Studio) and shuttle participants into town.
>
> <u>Communications</u> – The City utilized the text system in addition to the social media efforts by the event organizer to get event information out to both participants and the general public.
>
> Public Safety – Staff worked in coordination with the Park City Police Department, Emergency Management, Park City Fire District, and the private security companied hired by the event organizers to put together a safety plan to ensure the event provided a safe environment for all participants.

While there were some disruptions with deliveries happening in the Main Street area, the event caused very little problems and received national and international media coverage.

Debrief from Community Stakeholders

<u>Business Merchants –</u>

On February 21st, staff attended the monthly Historic Park City Alliance meeting. Members were asked to provide feedback on the recent Festival. Below are the comments received during that meeting.

- Communication about events and potential changes needs to be increased/before City Council approvals.
- Increase collaborations/partnership between HPCA, City, and Sundance.
- Parking and Street Closure Timeframes: would like the load in and load out shortened
- Look at programming for activation – what is the right type?
- Parking & Transportation Modes need to be evaluated
    - Parking costs could stay at $25 through the Festival to deter employees from parking.
        - Would like to confirm what time parking attendants are in lot and what to do if need to pay before they are there?
        - What time are lots cleared out? Enforcement of no overnight parking?
    - Transportation (Busses) not dependable/untimely.
- Taxi, Shuttle, Ride Share challenges added to congestion.
- Load In/Load Out needs to be better organized & have enforcement
    - Concerns about lack of temp business in businesses.
    - Concerns of access to businesses that are open for business owners
- Concerns over permitting other major events (first amendment) during busiest weekend.
- Business was reported as both being flat and increased.
- Lack of garbage pickup was concerning – this was in compactors and dumpsters - overflowing
- Weather and Snow Removal needs to be better – Snow banks, walking paths etc…
    - HPCA did understand that the crews had a lot on their plates with the storm. Need better planning and mitigation for weather.

<u>SEAC Summary</u>
The Special Event Advisory Committee (SEAC) met on February 15th and as part of this meeting provided a community debrief of the Festival. The overall sentiment was that they love Sundance but would like to see more work done to reduce the impacts on residents.

The overall summary of their comments included:

- Need to come up with better weather mitigations.
    - Major safety concerns related to snow, ice and traffic.
    - There were concerns of both pathways/stairs, parking lots and residential roads not being plowed in a timely fashion creating hazards for residents.
- Need Residential Only Transportation and Access Program
    - Traffic is dangerous is the Old Town Area specifically.
    - Commercial traffic in residential needs to be further mitigated – too many taxis, commercial vehicles, and other residents sneaking through – need to identify people in cars and decrease car use.

    - Choke point at Library, many people get off the bus there and walk to Main because it is faster than waiting in traffic on the bus.
- Further Transportation Mitigations
    - 5th Street closure made it really hard to get to the Post Office – people couldn‟t get to post office – nowhere to park, hard to know where to go.
- Need to be more proactive conversation moving forward
    - Increase avenues of communications with road closures and impacts to make sure everyone receives the information
- Event needs to be contained – no growth
- Impacts to traffic
    - Congestion in residential areas
    - Speed on residential streets
- Ticket Prices for locals need to stay affordable.
    - Not happy with the increase to ticket packages.

Policy Questions:
Staff seeks direction from Council on the following questions related to implementation of the Contract:

- The current direction from Council is to enable the cultural goals of the Sundance Institute and Park City community through supporting Festival operations including the specific strategy of continuing to look favorably upon the use of City owned spaces (in this case, specifically the closure of City streets) to increase the opportunity for pedestrian areas and activations.
    - Does City Council still support this direction?
    - If so, what parameters would have to be met to continue this practice?
        - Timelines/Deadlines
        - Branding/Signage
        - Definition of activation

- Should the City continue to take a facilitating role in the activations of temporary businesses during the Festival?

- Is Council supportive of a transportation plan that would:
    - Restrict access to residential areas?
    - Increase enforcement?

Alternatives for City Council to Consider

1. **Recommended Alternative:** Have staff return to City Council with:
    a. Proposed New Large Scale Event Transportation Mitigation Plan
        i. Limited access in residential areas
        ii. Increase enforcement in residential areas
        iii. Additional off-set park & ride locations
    b. Proposed changes to Municipal Code

i. Reduce opportunities for temporary Licensing/Liquor Consent

Pros

Aligns code with Council direction
Reduce impacts to residents

Cons

Increased costs
Facilitation of non-affiliated ambush activity

a. **Null Alternative: Status Quo – not make any large changes to the current mitigation plans or Municipal Code.**
   Pros – Costs should remain somewhat level
   Cons – level of mitigation efforts will not change
b. **Other Alternatives: Changes to Sundance contract?**
   Pros – Could reflect any new direction from City Council
   Cons – Could damage relationship with Festival

Department Review: This report has been reviewed by the Sustainability, Budget, Public Safety, Transportation Planning, Transit, Parking Services, Finance, Building, Streets, Legal, and Executive Departments.

Funding Source:
Funding for both City services and financial contribution to assist in the annual festival come from the general fund.

EXHIBITS:
EXHIBIT A – Master Festival Permit and City Service Agreement between Park City Municipal and the Sundance Institute
EXHIBIT B – City Department Debrief Spreadsheet

ORIGINAL

Master Festival License and City Services Agreement

Between

Park City Municipal Corporation

And

Sundance Institute

Master Festival License and City Services Agreement
2013 Amended and Restated

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("**Agreement**") is entered into as of October 30th, 2013, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("**Park City**"), and SUNDANCE INSTITUTE, a Utah non-profit corporation ("**Sundance**"). Park City and Sundance are sometimes referred to herein individually as a "**Party**," and collectively as "**Parties**."

Recitals

A. WHEREAS, Sundance has staged the Sundance Film Festival ("**Festival**") in Park City under the regulation and authority of annual Master Festival Licenses issued by Park City.

B. WHEREAS, Park City and Sundance entered into a long term contract in 2001 and amended the contract and term in 2005 to maintain Park City as the Festival headquarters and establish Park City as corporate office headquarters for Sundance Institute to maximize planning efficiencies, pool resources, and improve Festival management to ensure the continued success of the Festival with minimal adverse impacts and maximum cultural benefits to the residents of Park City.

C. WHEREAS, Sundance desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the Festival, all under the terms hereinafter provided.

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents. In recognition of the significant past and future artistic and economic contributions which Sundance and the Festival make to the communities in Park City in particular and Summit County in general, and the increased presence of Sundance in Park City by virtue of relocating its corporate office headquarters to Park City, and the cooperation with resolving long term overlap with the Martin Luther King Holiday weekend ("MLK"), Park City deems it to be in the best interests of the Park City community to enter into this Agreement.

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

F. WHEREAS, pursuant to Sections 10-8-2 and 10-8-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General Plan, particularly the Community

Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated September 2005 is incorporated herein by reference. The City Council also reviewed and hereby incorporates: i) The Economic Impacts of the 2013 Sundance Film Festival by the Bureau of Economic and Business Research, University of Utah, April 2013; and ii) the Economic Impact of the Coincidence of the Sundance Film Festival and Martin Luther King Day, Park City Chamber of Commerce and Visitors Bureau, October 2008. The City Council finds that Sundance's annual direct economic impact to Park City equals or exceeds each annual fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival and the location of the Sundance headquarters in Park City creates additional overall positive economic, artistic and quality of life impacts on Park City, its residents and its visitors. The City Council therefore finds Park City receives a greater net value than the City's appropriations over the life of the contract.

H. WHEREAS, the Park City Restaurant Association, Park City Lodging Association, the Park City Chamber and Visitor's Bureau and the Park City business community worked together to provide benefits to support the Festival and the Sundance Headquarters in Park City.

<u>Agreement</u>

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Sundance mutually acknowledge and agree to proceed through all stages of planning and operations for the use areas described on Exhibit "A" attached hereto (the "Use Areas") and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Sundance agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year. Park City and Sundance shall cooperate in good faith in exploring potential development and use of new venues for

Festival activities, as well as improvements to policing and protecting their respective brands with an emphasis on "Keeping Park City Park City" and maintaining the integrity of the look and feel of the Festival.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement (Exhibit C). The Supplemental Plans for the 2014 Festival are attached hereto as Exhibits. Others may be prepared in anticipation of the 2014 Festival. Supplemental Plans for future Festivals will follow Supplemental Plans for the 2014 Festival unless changes that are mutually acceptable to the Parties will promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

1.3 Sundance General Responsibilities. In addition to the responsibilities of Sundance set forth in this Agreement, Sundance is responsible for the timely submission of all annual plans related to the Festival to be incorporated into the Supplemental Plans, and producing and providing all official information related to the Festival.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in this Agreement, Park City is responsible for the following:

(a) Park City shall produce and provide to Sundance or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promote positive support for Park City's involvement in the Festival and the opportunities provided thereby.

(b) Park City acknowledges that its community vision core value to "Keep Park City Park City" aligns with Sundance Institute's goal to provide a space for independent artists to explore their stories free from commercial and political pressures. Park City shall develop plans for effectively managing other activities and non-Sundance film events in Park City during the Use Periods and one week prior and following the Use Periods, determine its calendar of municipal activities as affected by the Festival, and emphasize mitigating adverse impacts during the Use Periods. Park City's codes currently contain several key "clean city" sections effective year-round which are vital and material to the City's and Sundance's goals in this regard, including:

1) prohibiting off-premises commercial signs and billboards;

2) no temporary business licenses;
3) no street vending except by the holder of MFL;
4) no food trucks in commercial zones except by the holder of MFL;
5) no inflatables or balloon signage;
6) MFL conflict section (MCPC 4-8-6);
7) Sign code limitations; and
8) retainage of City Council liquor license authority.

Additionally, as part of the Supplemental Plans, the City had adopted the following time, manner, and place regulations applicable during Festival:

1) limitations on film posters to designated film poster kiosks;
2) prohibitions on use of public parking facilities for commercial or film distribution;
3) parking restrictions and increased fines; and
4) additional code enforcement staffing and prioritization.

Should Sundance provide the City advanced, written notice that a proposed repeal or material change any of the above Code provisions will harm the Festival, and the City still proceeds to make the change, then Sundance shall have the option to terminate this Agreement as provided in Paragraph 11.1.

(c) Park City shall comply with Section 4-8-6 of the Park City Municipal Code, and in that regard shall use its best efforts to prevent any other activity from interfering with the Festival and this Agreement. Park City shall provide copies of Sundance Film Festival® and Sundance Institute® marks guidelines as provided by Sundance with Rules of the Road and at the licensing counters in the City. Such guidelines are to be provided by Sundance.

(d) Park City shall notify Sundance of any pending City ordinance changes which could have a negative impact on Sundance and its sponsorship relationships, including those relating to marketing and signage as outlined above. Park City shall use best efforts to avoid ordinance changes within 90 days of the Festival.

(e) Park City will not lease any of the City owned or managed facilities (including, without limitation, parking facilities) for any events or temporary licensees which take place during the annual periods of the Festival that may threaten the operations of the Festival or limit Sundance's ability to offer increased programming. Park City shall use its best efforts to assist Sundance in obtaining a commitment from the Park City School District to lease exclusively to Sundance the Eccles Theatre and surrounding parking lots at Park City High School during the annual periods of the Festival, excluding periods during which such parking areas are necessary for operation of Park City High School.

(f) Charges for Sundance and official sponsors are hereby waived pursuant to the 2014 Supplemental plan and as reflected on Exhibit C.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. Sundance hereby agrees to hold the 2014 through 2026 Festivals in Park City. Accordingly, this Agreement shall be effective from the date of execution through March 1, 2026 (the "Term"). The Term shall automatically renew annually for an additional year unless either Party provides the other with two years written notice of its intent not to renew by March 1, 2024 (and subsequent March 1, 2025 and so on, as applicable. Cancellation Option: Sundance may opt out of the last three years (2024-2026 years) of the contract if, after good faith and reasonable efforts, Sundance is unable to renew its Park City office lease at Silver Star by providing the City written notice of cancellation by March 1, 2022.

3. Grant of Lease. Park City hereby grants to Sundance and its designees and assigns, and Sundance hereby accepts, the right and lease for the occupancy and use of the "Use Areas," including all facilities, buildings and spaces during the "Use Periods," for the purposes and as defined and described in Exhibit "A, C and D" attached hereto, along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Sundance with respect to the lease of the Use Areas is that of landlord and tenant, and may be further defined by lease agreement. However, such lease agreements shall not conflict with this Agreement. No rental fee shall be charged for the use of such Use Areas or City facilities and annual dates will change pursuant to the annual Supplemental Plan.

4. Exclusive or Shared Use. The Use Areas include areas where Sundance has exclusive use, and areas where Sundance has shared use, as indicated on Exhibit "A." attached hereto. All Park City personnel who require access to shared use areas during the applicable use periods shall be subject to Sundance's operational and ticket policies and plans for such shared use areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Sundance shall cooperate to arrange times that Sundance and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain temporary improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the terms of this Agreement.

4.2 Lawful Use. During the applicable Use Periods, Sundance will not use, operate or maintain the Use Areas in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. Sundance may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during the applicable Use Periods, for the purposes indicated on Exhibit "A" attached hereto, including the following purposes: (a) moving in and out; (b) construction, erection and staging of decorations, temporary facilities and installations and other temporary improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; (c) sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; (d) advertising, marketing and promotion; and (e) any other purpose related to the Festival.

4.4 Rights to License. During any Use Periods for which Sundance has exclusive use of any Use Areas, Sundance shall have the express, sole and exclusive right: (a) to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any person in or on the Use Area; and (b) to control and distribute credentials, passes, tickets and other rights of access to the Use Area, consistent with Sundance's security plans for the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, Sundance shall not be released from its obligations hereunder.

4.5 Restoration. Sundance shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Sundance shall, at its sole cost and expense, remove all temporary improvements and modifications located in or on the Use Areas, unless otherwise agreed by the Parties. Park City may impose a reasonable security deposit for any Use Area upon Sundance or its licensee(s), which deposit shall be returned to Sundance upon satisfaction of its obligation to restore the Use Areas as provided herein.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to Sundance all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for Sundance to operate such facilities for the Festival's uses. Sundance shall remain responsible for any building or other permits necessary for its temporary improvements.

5.2 Master Festival License. Master Festival License. Upon execution of this Agreement, Park City shall issue to Sundance a Master Festival License that covers all activities of Sundance described in this Agreement that may require such a license and a Sundance corporate Park City business license. Unless included in the Master Festival License, the implementation of annual Supplemental Plans will require that Sundance or its designee obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals and variances that may be required for each Festival.

5.3 Permits and Licenses Issued by Other Governmental Authorities. Sundance shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and cooperate with Sundance in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods. To the extent that a Use Area is partly within Park City and partly within the boundaries of another jurisdiction (such as Wasatch or Summit Counties), Park City shall use best efforts to agree with such other jurisdictions that they shall delegate to Park City the sole authority to issue necessary permits for such Use Areas.

5.4 Governmental Ordinances. Park City shall support and cooperate with Sundance in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist Sundance in hosting and staging the operations of the Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Sundance, Park City will provide the following city services (collectively, the "City Services") to promote and support special events within Park City

(a) Sundance shall be entitled to a credit of 500 hours of specific Festival police enforcement, 400 hours of traffic enforcement, and 500 hours of code enforcement at the request of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival. Unless otherwise agreed, this service does not include any Police Services requested for interior venue security or VIP protection. Interior venue security will be at the expense of Sundance. The scope of such enforcement services shall be included in each annual Supplemental Plan;

(b) Park City's good faith efforts in assisting Sundance with the planning of and acquisition of required overflow and volunteer parking lots and designated overnight parking areas for Sundance staff;

(c) 920 hours of enhanced transportation on Park City's existing routes;

(d) Enhanced Main Street restroom cleaning, including Miner's Park, Transit Center and the Museum's public restrooms;

(e) Enhanced trash removal on Main Street;

(f) The use of all City-owned electronic signs for the duration of the Festival; and metal directional signage approved as part of the annual supplemental plan.

(g) Reserve and install banner signposts for Main Street at no costs during periods approved as part of the annual supplemental plan;

(h) Use of the Santy Auditorium screening room 5 times annually for community programs/screenings; and

(i) A year-round link on the City web-site regarding the Festival.

Sundance may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered "Additional City Services" (defined later) to be paid for by Sundance under Section 6.2 hereof.

6.2 Additional City Services and Work Order Process. Sundance may request services from Park City in addition to Basic Services under this Agreement, either due to quantity, frequency or type of service requested (collectively, "Additional City Services"). If the request is approved by the City Manager (or Council if required) Sundance will be charged the actual cost of Additional City Services incurred by Park City without any charge for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment. If Sundance disapproves of such costs to be charged to it, Sundance may withdraw its request for such Additional City Services.

7. **City Representative.** The City shall provide:

7.1 **Festival Representative.** Prior to and during the Use Periods, Park City shall provide and designate, at its expense, at least one full-time employee to serve as its "City Representative" for the Festival, who shall be the operational liaison between Park City and Sundance and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at Sundance's request, access to and lock-down (if applicable) of the Use Areas is provided to Sundance upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this Agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Economic Development Manager for the City, unless otherwise approved in advance by Sundance, which such approval shall not be unreasonably withheld or delayed. The Festival Representative shall meet as requested with Festival sponsors to insure consistent information regarding opportunities, licensing and applicable regulations.

7.2 **Management Representative.** Park City shall also designate at least one Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. Such Manager shall be designated by the City Manager. The costs of providing the City Representative and the Manager to provide services under this Agreement shall be borne solely by Park City. The Manager or designee shall also coordinate local, state and federal legislative issues with appropriate Sundance staff and designated lobbyists.

7.3 **Management Meetings.** The City Representatives and Sundance manager shall meet no later than April 1 annually to review Festival operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to November 15th annually, unless such approval by November 15th is not practical, and then the changes shall be approved as soon as possible.

7.4 Designated Planning Liaison. The City Manager shall designate a planner to coordinated licensing of both Festival and non-Festival activities.

8. **Use Area Technology Systems.** During the Use Periods, Park City shall make available at no additional charge to Sundance, for Sundance's non-exclusive use, all technology systems and service, used by Park City in connection with the Use Areas, including, without limitation, traffic control systems, telephone and communication lines, service and equipment, cabling, conduit, construction easements and rights of way, plywood backboards, data networks and data ports, and cable television connections, service and facilities, to the extent possible without disrupting or delaying other Park City functions and so long as such availability cannot violate any franchise agreement

with the provider. Sundance shall have the right to install additional technology equipment in the Use Areas to supplement the existing technology systems, and cannot create conflicts or disruptions in the operation of existing Park City systems.

9. Parking and Transportation.

9.1 Transportation Plans. Park City, with coordination from Sundance, shall develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans, to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City transit service to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival. The system will remain open to the public and will service the existing transit routes. Park City expects that it will utilize all available vehicles in its fleet to meet additional demand on its existing transit routes. The transportation plans contemplated by this paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services. The City acknowledges that its current policy is not to allow third party, external advertising on its buses. Should the City change this policy, it shall first explore with Sundance the opportunity to wrap the buses with Festival marks and logo design, subject to any applicable Federal regulations and approvals. Consistent with Paragraph 1.4, the City will not rent or otherwise authorize third party use the external bus wraps in a manner which would harm the Festival or directly conflict with Festival sponsors or sign plan. Use of City marks, including future marks, or those of the City's economic development partners such as the state of Utah, SkiUtah, the Chamber of Commerce or Park City Mountain Resort/Deer Valley ski areas are expressly permitted.

9.2 Cooperation in Main Street Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and Sundance both agree to support and cooperate with one another if both Parties agree to close all or a portion of Main Street for pedestrian use only or restrict traffic to one-way during some portion or all of the Festival.

9.3 Cooperation in Traffic Mitigation/Venue Parking. Park City shall cooperate in good faith with Sundance in adjusting designated parking spaces for the Festival based on the location of Main Street venues and events. Traffic and mitigation plans and use of funds therefore shall be included in each of the Supplemental Plans. The Parties shall jointly contribute resources to the implementation of such plans.

9.4 Parking Passes. Park City shall make available only to Sundance the right to purchase parking passes for use during the Festival in the Swede Alley parking structure, in accordance with the Supplemental Plan and as agreed upon between Park City and Sundance

D. SUNDANCE SERVICES.

10. Sundance Annual Obligations. As consideration for the City support herein, Sundance agrees to the following:

10.1 Park City Venues. Park City shall be the recognized headquarters of the Festival. Unless otherwise agreed by the Parties, Sundance shall use its best efforts to hold at least 70% of its official events (including screenings) during the Festival within Park City and the Snyderville Basin in Summit County. As a key component of its Utah based programming, Sundance will continue to seek Salt Lake City based local governmental funding to support screenings and other Festival related activities in Salt Lake City. Funding sources may include Salt Lake City, Salt Lake County, Salt Lake Convention and Visitors Bureau and the Downtown Alliance. Sundance may stage additional Festival related programs within other cities in Utah, as long as Sundance first uses reasonable efforts to offer such new programs in Park City and Snyderville Basin venues. These commitments are subject to Sundance's ability to renew contracts with existing venues and lodging companies at reasonable times, rates and availability, and are further subject to Sundance's ability to obtain suitable venues for additional ticketed events at reasonable times, rates and availability.

10.2 Locals Ticket Sales. Sundance shall provide advanced Festival ticket sales to Utah residents at a Park City location and free post-Festival screenings for City residents and volunteers.

10.3 Public Relations-Press Releases. Except for youth events, non-competition special screenings, and other mutually acceptable screenings or activities occurring outside of Park City, Sundance shall include a reference to "Park City, Utah" as the headquarters of Sundance Institute in all press releases made about the Festival, and shall cooperate where possible in releasing joint public statements with Park City and promoting the City generally.

10.4 Internet and Promotional Material. Sundance shall include a reference to "Park City, Utah" on all Festival internet sites and Festival promotional material, including guides and posters distributed with regard to the Festival.

10.5 Youth Programs. Sundance shall include youth programs during the Festival.

10.6 Cooperation with Chamber Bureau and Business Associations. Sundance and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

10.7 Co-Marketing. Sundance and the City will evaluate joint marketing proposals from community partners on a case by case basis.

10.8 Kiosks. During the Festival Sundance shall be entitled to at least ten (10) kiosks for posting of information, flyers, posters and other items at locations in reasonably close proximity to Festival venues in accordance with the Supplemental Plans for kiosks.

10.9 Access; Promotion. In consideration of the commitments and obligations of Park City under this Agreement, Sundance shall (i) provide necessary access to and support of Festival operations as provided herein and for exercise of police powers generally, and (ii) provide City with access to the Festival including credentials, invitations to opening night festivities, various screenings and Festival wear as available. Such items shall not be considered "gifts," and may be distributed at the discretion of the City Manager.

10.10 Martin Luther King, Jr Holiday ("MLK") Overlap; Other Conflicts. Sundance agrees to move off of MLK weekend in the years 2015, 2019, 2020, 2025 and 2026. Also, subject to necessary Supplemental Plan approvals, Sundance may move the festival back to MLK due to a conflict with either the Academy Awards, or another Park City or National event so large as it would materially alter the logistics and transportation systems such as hosting the Winter Olympic Games.

E. FINANCIAL.

11. Service Contract. Subject to annual budget appropriation as provided herein, Park City shall make the following annual contribution to Sundance toward the costs of the Festival:

(a) $25,000 for City Services Agreement for film services;

(b) $25,000 for upgrade of private and public film venues;

(c) For on-going support and maintenance in Park City of Sundance's corporate headquarters, $220,000, which could include cash donations, or mutually acceptable changes in fee statutes, fees, donations and/or direct budget relief that would offset existing Festival and/or Sundance's annual costs. Additionally, the City shall pay: i) the increased tax revenue, amortized from 2014-2023, from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes; and ii) $15,000 annually pursuant to Exhibit "E" attached hereto subject to the cancellation option in Paragraph 2. If Sundance does not exercise the cancellation option in Paragraph 2, they shall receive the amounts above plus additional interest amortized from 2014 had the increase tax revenue been amortized thru 2026 and the City shall pay such increase in three equal installments over 2024-2026, as shown pursuant to Exhibit "E".

All cash contributions shall be subject to cost of living increases. The cost of living increase will be determined by the Consumer Price Index (CPI) Bureau of Labor Statistics website www.bls.gov/cpi. The CPI index used will be from the CPI Detailed Report – Data for May. Referencing the Table A. "Percentage changes in CPI for All Urban Consumers (CPI-U)". The percentage number will be from the Unadjusted 12 month total ending in May for "All items". The increase will be effective beginning September 1, 2013 and continue annually thereafter through the contract term.

11.1 Park City agrees that this Agreement and all of Park City's obligations and contributions shall be included in the City Manager's recommended budget delivered to the Park City Council on the first scheduled meeting in May and must be approved by the Park City Council and Mayor no later than June 30 of each year. If, for any reason, Park City cannot provide the minimum transportation services described in Section 9.1 hereof and Sundance incurs increased costs to provide such transportation services to its venues previously provided by Park City, then Park City shall increase the annual contribution to Sundance to cover such increased transportation costs. If such budget is not approved prior to June 30, Sundance and Park City shall meet and attempt to secure funds to make up for costs which were not approved in the budget. If such funds cannot be secured by August 31, Sundance may, at its option, terminate this Agreement upon ninety (90) days prior written notice, without recourse or further claims by Park City. Payment of secured funds is due by the first of December each year.

11.3 Sundance agrees to keep accurate books and records of Festival-related revenue. Park City or its independent auditor reserves the right, no more frequently than annually, to conduct its own audit of Festival books and records at reasonable times and places during ordinary business hours, as designated by Sundance in order to verify expenditures or use of City funds received pursuant to this

12. Chamber. The Agreement of the Park City Chamber and Visitors Bureau attached as Exhibit "B," is incorporated herein as additional consideration for this Agreement. Failure of any promise or condition on such Agreement shall not result in any liability to Park City. However, Sundance may terminate this Agreement without recourse or further claims by Park City if the agreement attached as Exhibit B is breached. Sundance shall give written notice to Park City of the breach and thirty (30) days to cure said breach, unless a longer period is agreed as reasonable by both Parties.

F. INSURANCE AND RISK MANAGEMENT.

13. Indemnifications.

13.1 Sundance's Indemnity. For only activities in the Use Areas, Sundance shall indemnify, defend and hold harmless Park City, and its respective officers, employees and agents from and against any and all claims, set-offs, losses, damages, liabilities, fines and expenses including without limitation, reasonable attorneys' fees and court costs, that result from claims by third parties arising out of the fault of Sundance. Sundance's obligation under this Section 13.1 shall survive the termination or expiration of this Agreement.

13.2 Waiver of Claims Against Park City. Sundance and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Sundance or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the Festival, except as provided in Section 13.1.

14. Insurance. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah (Utah Code Ann. § 63-30d-101 et seq.). Policy limits specified herein may be adjusted consistent with Park City Municipal Code Section 4-8-10, as amended.

14.1 Insurance. Sundance shall procure and maintain at its own expense throughout the Use Periods the following insurance:

(a) Workers' compensation insurance for Sundance employees, including statutorily required limits and other requirements of law.

(b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

14.2 Sundance Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Sundance shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

(a) Commercial general liability policy, with combined single limits of Two Million dollars ($2,000,000.00) per occurrence and Four Million dollars ($4,000,000.00) in aggregate;

(b) Liquor Liability Coverage Part on the commercial general liability policy. Sundance shall require any hired security company to provide a policy of liability insurance; and

(c) aircraft liability insurance, if Sundance leases or uses aircraft in connection with its activities under this Agreement.

14.3 Additional Requirements. The insurance provided by Sundance pursuant to Section 14.2:

(a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;

(b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Sundance's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in connection with the acts or omissions of Park City incident to Sundance's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

(c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and

(d) shall provide if reasonably possible that such insurance shall not be altered or cancelled without thirty (30) days' prior written notice to Park City.

14.4 Park City Liability Insurance. Park City may provide such insurance as it may elect to provide covering itself, its officers, employees and agents with respect to any occurrence on Park City Property. Sundance shall not be a named insured or otherwise be entitled to any benefit under such policies. Nothing herein shall waive any defense or limitation of the Governmental Immunity Act of Utah.

G. MISCELLANEOUS.

15. License for Use of Sundance Marks. Sundance will negotiate in good faith with Park City an agreement granting to Park City a license, without fee, on a case-by-case basis, to use Sundance's emblem(s) and other trademarks to permit Park City to promote the Festival and the Park City community. Such license shall be subject to Sundance's terms and conditions, including restrictions prohibiting any commercial use of such marks.

16. License of Park City of Utah Logo, Name and Marks. Park City hereby grants Sundance a non-exclusive license to use any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Festival, (b) providing map and wayfinding information, and (c) advertising or promoting the Festival.

17. **Photography and Broadcast Rights.** Sundance shall have the exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. Sundance shall have the non-exclusive right to record, to broadcast, and to permit media coverage of Sundance's activities in Park City generally. Third party film permits are subject to the conflict provisions of Title 4, Chapter 8 of the Park City Municipal Code.

18. **Sponsorships.** Sundance shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Sundance in the Use Areas. Sponsors are required to obtain Park City business licenses and conditional use permits when necessary to operate within the City limits, unless such licenses or permits are included in the Master Festival License.

19. **Representations and Warranties.**

19.1 **Representations and Warranties of Sundance.** Sundance hereby represents and warrants that (a) Sundance is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) Sundance has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Sundance and the performance by Sundance of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by Sundance and is a valid and binding obligation of Sundance.

19.2 **Representations and Warranties of Park City.** Park City hereby represents and warrants to Sundance that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

20. **Unforeseen Circumstances.** Either Party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the Party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such Party shall not be liable to the other for delay or failure to perform its obligations.

21. Dispute Resolution. The Parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any Party under this Agreement, or otherwise relating to this Agreement, shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any Party to litigation in connection with such dispute:

(a) The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within three (3) days after delivery of the notice (or in case of an emergency, within eight (8) hours of delivery of the notice), the Parties shall conduct a telephone or personal conference to attempt to resolve such dispute. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the Parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along, with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

(b) If the dispute has not been resolved by negotiation as provided in Section 21(a) hereof, the Parties shall endeavor to settle the dispute by mediation under the CPR Mediation Procedure then currently in effect, provided, however, that if one Party fails to participate in such mediation when requested by the other Party, the Parties shall have no further obligations to proceed with mediation hereunder. If the Parties mutually agree to proceed with such mediation, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals.

22. Specific Performance. Each of the Parties hereto expressly acknowledges that it may suffer irreparable injury and damage if the other Party breaches its covenants or fails to comply with the provisions set forth in this Agreement for which money damages will not provide an adequate remedy. Therefore, the Parties each agree that if a Party breaches any provision set forth herein, the other Party shall be entitled, in addition to such other remedies and damages as may be available to it at law or in equity, to an injunction requiring specific performance of such provision or restraining the other Party from acting in violation of such provision, as the case may be, to the fullest extent permitted by law. Notwithstanding any provision of this Agreement, during the Use Periods, either Party can seek specific performance of the provisions of this Agreement without first seeking mediation.

Notwithstanding the above, Park City may not employ this paragraph to veto, censor or prohibit the showing of a Festival film or program solely based upon its content. In particular, when no particular breach of this Agreement is alleged, Park City may not seek any injunction that relates to or interferes in any way with the exhibition, distribution, display, advertising or discussion of any creative or other work, including films, or the participation of any persons or organizations in the Festival, or otherwise impedes Constitutional rights of free expression. However, nothing in this paragraph or Agreement limits the City's authority under the criminal laws of the City or the state of Utah.

23. Other Miscellaneous Terms.

23.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

23.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the Parties can be maintained.

23.3 Assignment and Delegation. Neither Party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, agents, heirs and assigns.

23.4 Waiver. No action taken by either Party shall be deemed to constitute a waiver of compliance by such Party with any representation, warranty or covenant contained in this Agreement. Any waiver by either Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

23.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

23.6 Consent. Unless otherwise specifically noted herein, the consent of any Party to any action may be made in such Party's sole discretion. All consents or approvals hereunder shall be given without delay by either Party.

23.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to all or part of the subject matter herein.

23.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Sundance and there are no third party beneficiaries to this Agreement.

23.9 Notice. Unless otherwise specified herein, all notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "**Notice**" or "**Notices**") shall be given to or made upon the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing delivered to the other Party. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("**fax**") (with a copy sent the same day by first-class mail), by electronic mail E-mail (with a copy sent the same day by first-class mail) or by certified first-class mail, return receipt requested, postage prepaid, to the Party or Parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax or E-mail, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

<u>If to Park City</u>:

City Manager
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480
Tel 435-615-5025
Fax 435-615-4901

<u>With copies to</u>:

City Attorney
Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060-1480

<u>If to Sundance</u>:

Sarah Pearce Co-Managing Director
Sundance Institute
P.O. Box 684429
Park City, UT 84068

<u>With copies to</u>:

Corey Field
Ballard Spahr
2029 Century Park East, Suite 800
Los Angeles, CA 90067-2909

Ira B. Rubinfeld
Ray Quinney & Nebeker
36 South State Street
Suite 1400
Salt Lake City, UT 84111

23.10 Reserved Police Power. Park City expressly reserves, and Sundance expressly recognizes, Park City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as Park City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORPORATION

By ______________________
Name Diane Foster
Title City Manager

SUNDANCE INSTITUTE

By ______________________
Name Sarah Pearce
Title Co- Managing Director

Approved as to Form:

____
City Attorney

Attest:

Sharon Bauman
City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF ~~SALT LAKE~~) Summit

On this 30th day of October, 2013, personally appeared before me Sarah Pearce, who being duly sworn, did say that he/she is the Co Managing Director of SUNDANCE INSTITUTE, and acknowledged to me that the preceding Agreement was signed on behalf of said company, by their authority and he/she acknowledged that the company did execute the same for its stated purpose.

JODY L. MORRISON
NOTARY PUBLIC•STATE OF UTAH
COMMISSION# 662591
COMM. EXP. 04-15-2017

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this 30th day of October, 2013, personally appeared before me Diane Foster, who being duly sworn, did say that he/she is the City Manager of PARK CITY MUNICIPAL CORPORATION, and acknowledged to me that the preceding Agreement was signed on behalf of said Corporation, by their authority and he/she acknowledged that such Corporation did execute the same for its stated purpose.

JODY L. MORRISON
NOTARY PUBLIC•STATE OF UTAH
COMMISSION# 662591
COMM. EXP. 04-15-2017

NOTARY PUBLIC

SUMMARY OF EXHIBITS

Exhibit "A"	Use Areas
Exhibit "B"	Chamber Agreement
Exhibit "C"	Supplemental Plans
Exhibit "D"	Venue Lease Agreements 1-4
Exhibit "E"	Financial Matrix

EXHIBIT "A" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

2014 USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including projection booth & projector, North Field, 16 parking spaces, courtyard and sponsor car display	1255 Park Avenue	Thursday January 9th through Thursday January 30th	Screening venue, tents (Press and Wait list) and operational parking and propane storage, car display	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Santy Library 202, 205, & 3rd floors rooms (Room numbers may change after renovation but will receive same amount of space.	1255 Park Avenue	Monday January 13th through Tuesday January 28th	Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Same as above	Sundance and Park City	Sundance and Park City
The MARC- Gymnasium and East Parking Lot for vehicle and equipment staging for theatre build-out.	1200 Little Kate Road	Wednesday, January 8 – Wednesday, January 15, 2014. Access: 7:00am – 10:00pm Daily	Load-in. All trucks out of east parking lot by 8pm. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park		Park City shall maintain regular Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City

			in front of building. These dates and times are the same as in past years.				
The MARC - Tennis Courts for queue set-up, Festival use and break down.	1200 Little Kate Road	Tuesday, January 14 7:00am through Monday, January 27 8:00pm	Load-in on Tuesday, January 14. All work after 10pm will occur inside building. Late workers to park in front of building. Access is 24 hours a day until Monday, January 27 at 8:00pm as long as a Sundance representative is present.	For Public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts.	1200 Little Kate Road	Thursday, January 16, 2014 – Saturday January 25, 2014. Access: 7:00am - 11:30pm	Day One Screening Schedule on 1/16: 5:30pm and 8:30pm Daily Screening Schedule: 8:30am; 11:30am; 2:30pm; 5:30pm; 8:30pm	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts	1200 Little Kate Road	Sunday, January, 26, 2014 Access:	Screening Schedule: 11:15am; 2:15pm;	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City

		8:00am – 8:15pm	5:15pm				
The Marc – Tennis Courts	1200 Little Kate Road	Monday, January 27, 2014 Access: 7:00am – 8:00pm	Tear down and load out of tennis court.		Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and East Parking Lot.	1200 Little Kate Road	Sunday, January 26, 2014 – Wednesday, January 29, 2014. Access: From 8:00am on 1/26, access is 24 hours a day and ends on 1/30 at 12:00pm for the Gymnasium and 4:00pm for the East Lot	Tear down and load out of Gymnasium and East Parking Lot. All trucks out of east parking lot by 8pm each night. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. All trucks and activity out of parking lot by 4:00pm on1/30.		Same as above	Sundance and Park City	Sundance and Park City
Miners Hospital -Entire building except Mountain Trails and Arts Council with option of pavilion	1354 Park Avenue	September 1, 2103 – February 28, 2014	Sundance Festival Office space	Parking – Exclusive- adjacent to Recreation and	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside	Sundance	Sundance and Park City

and surrounding park areas. All Parking around facility during the festival. (4) spaces reserved for other tenants				Miners; Other - Nonexclusive	the use area.		
PCMC Recreation Building – Entire building	1354 Park Avenue	November 1, 2013 – February 28, 2014	Sundance Storage or other Sundance use	Currently use as storage	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Miners Park on Main Street	Main Street	Festival Dates (Thursday January 16th-Sunday, January 26th)	Sundance Film Festival or Sponsor Activation		Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance
Park City Museum - First Right of Refusal for Sundance or Sundance Sponsors	Main Street				Sublease limited by terms of master lease between City and Historic Society		
Park Avenue- Between Heber & 9th St.	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City
Park Avenue- Between 9th and 14th St	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City

Main Street - Entire east & west sides.	Main Street	TBD	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None
Swede Alley Surface Lot	Swede Alley	Nov 1, 2013-Feb 28, 2014	New Frontier Artist Exhibit Space	New Frontier Artist Exhibit Space	Snow Removal	Sundance	Load –in /out
Parking spots across from Egyptian 323-333 Main Street Inclusive)	Main Street	January 14-15, Set-up January 16-26 Projection January 27 tear down	Projection on Egyptian Theatre	Artist Projection on Egyptian Theatre in evenings	Park City shall place the barricades, provide snow removal	Park City and Sundance	Park City and Sundance

EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Chamber/General Business

The Park City Chamber of Commerce/Convention and Visitors Bureau Board of Directors hereby agrees to provide to Sundance Institute the following as adopted by formal motion on September 10, 2013, so long as the MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT ("Master Agreement") is in effect:

1. $160,000 annually in cash grant for promotion of tourism and arts (which includes $50,000 to be contributed under previous commitments from the Park City Chamber of Commerce/Convention and Visitors Bureau). The cash grant shall be subject to cost of living increases.

2. 450 ski tickets for Sundance Film Festival media and sponsors allocated proportionately from Canyons, Park City Mountain Resort and Deer Valley ski resorts.

3. Will assist the Sundance Institute in obtaining lodging, food, venues and services at a reasonable rate, term and availability.

4. Payment of increased tax revenue amortized from conflict years where Sundance and MLK would have occurred during the same dates had Sundance not agreed to the schedule changes pursuant to Paragraph 11 of the Master Agreement, as amended and shown pursuant to Exhibit "E".

Signed:Bill Malone

Bill Malone

By: Executive Director,
Park City Chamber of Commerce/Convention and Visitors Bureau

EXHIBIT "C" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

Supplemental Plans

SUNDANCE OPPERATIONAL SUPPLEMENTAL PLAN
City Services

CATEGORY	ITEM	QUANITY	DESCRIPTION	COST
PARKING	China Bridge Parking	25	Parking passes for reserved spots in China Bridge parking structure	$ 8,750.00
PARKING	Main Street Parking	20	Use of parking spaces on Main Street & Heber Ave. for drop off and bulb outs	$ 2,400.00
TRAFFIC	Pedestrian Management	600 Hours	Traffic control at sidewalks of Heber & Main St. along with Swede Alley and the cross walk on Highway 224 in front of the Fresh Market. The plan would take place from 3 PM to 7 PM from the first Thursday of the festival through the first Monday of the Festival.	$ 14,065.00
TRAFFIC	Traffic Control	400 Hours	The Park City Police Department will divert vehicle traffic traveling south on Park Avenue to 7th Street to access Main Street. Traffic at the Swede Alley and Heber Avenue intersection will be directed uphill on Swede Alley to access Main Street.	$ 26,000.00

TRAFFIC	Barricades	600	"A" frame barricades placed on Highway 248 and in Park Meadows	$ 2,520.00
TRAFFIC	Bike Barricades	150	For bulb outs and pedestrian cross areas	$ 1,711.00
SIGNAGE	VMS Boards	2	Variable Message Boards that will be placed on Highway 224 & 248. City will provide city owned VMS boards	$ 1,800.00
SIGNAGE	Main Street Banners	60	City will install 60 Sundance banners on Main Street for the month of January	$ 908.00
COMMUNICATIONS	COWs	1	Provide space for COWs to be installed and help facilitate permits	$ -
COMMUNICATIONS	Repeaters	2	Assist in the placement of antennas on Boot Hill and other areas as needed unless conflicts arise with other service providers.	$ -
COMMUNICATIONS	City Website	1	City will have a page under the Special Event tab that will be dedicated to Sundance. It will include the rules of the road and links to the Festival homepage.	$ -
TRANSIT	Enhanced Transit Service	920 Hours	Provide additional bus service (extended hours and increased frequency)	$ 92,000.00
ENFORCEMENT	Police Enforcement	500 Hours	Festival police enforcement at the requests of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival	$ 55,560.00

ENFORCEMENT	Code Enforcement	500 Hours	Code Enforcement on building and business activity during the festival.	$ 25,000.00
ENFORCEMENT	Parking Enforcement	500 Hours	Increase parking enforcement on Main Street	$ 9,722.50
PERMITTING	Special Event Permit	1	Master Festival Permit	$ 50.00
PERMITTING	Building Permits	All permits needed	Permits for tents	$ 8,600.00
PERMITTING	Local Consent Permits	1	Special Event Liquor Licenses	Included above
CLEANING	Enhanced Restroom Cleanings	1	Enhanced cleaning of restrooms on Main Street including Miners Park, Transit Center, and the Museum's public restrooms.	$ 3,794.00
CLEANING	Enhanced Trash Collection	1	Enhanced trash collection on Main Street with additional 30 yard dumpster	$ 7,372.00
			TOTAL	$ 260,252.50

**Does not include the rental fee waivers of city facilities which total over $60,000*

EXHIBIT "D" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT
Venue Lease Agreement(s)

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PCMARC

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: PO Box 684429, Park City, UT 84068

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license, for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of screening room, patron queuing, concessions, merchandise sales, press line, Filmmaker and entourage holding space.

C. **License Period.** The License is granted for:

1. **Gymnasium:**
   a. Set-Up - From Wednesday January __, 2014, 7:00am through–Wednesday January __th, 2014 use shall be 7:00 am – 10:00 pm for gymnasium.
   b. Festival and Break Down - From Thursday January __th, 2014, 7:00 a.m. through Wednesday January __th, 2014, 12:00pm (noon) access is 24 hour per day as long as a Sundance representative is present.

2. **Indoor Tennis Courts:**
   a. From Tuesday, January __, 2014, 7:00 am. – Monday January __th, 2014 8:00 pm; access is 24 hours per day as long as a Sundance representative is present.

3. **East Parking Lot:**
   a. Licensee is granted limited use of the East Parking Lot from Wednesday, January ___, 2014 7:00am- until Tuesday January —, 2014 8:00 p.m. for licensed area installation and installation vehicles,
   b. From Wednesday, January __, 2043 7:00 am – Sunday January __, 2014 Midnight, Licensee will have full access to the parking lot and will control the East access point through an approved contractor. Licensee will provide sixteen

PCMARC staff parking spaces during these dates. No public parking, including festival guests, will be allowed in the east parking lot.

c. Licensee will have non-exclusive use of the east parking lot from Monday January __, 2014, 7am through Wednesday January __, 2014, 4:00pm

4. Any additional time Licensee stays beyond the license period, Licensee will be charged $200.00 per hour.

D. **Facilities Licensed.**

AREA: PCMARC	***USE:***
1.Gymnasium 1/__/2014 7:00 am – 1/__/201412:00 p.m.	1.Screening room
2.Indoor Tennis Courts 1/__/2014 7:00 am- 1/__/2013 8:00 pm	2.Patron queuing

Rental of the facility does not include floor coverings. Licensee will deliver, install, remove, return, and cover all other costs of flooring as specified in Exhibit B Licensee agrees to indemnify Park City for any damage caused to the surface of the tennis courts, gymnasium or other PCMARC common areas as a result of Licensee's use of those areas.

City will arrange additional dumpster service and cleaning service and will bill additional fees to Licensee. Licensee is responsible for having the tennis courts in the same condition as before the License Period on Monday January __, 2014, at 8:00 p.m. Licensee is responsible for ensuring that the gymnasium is in the same condition as before the License Period on Wednesday January __, 2014, at 12:00 pm, (Noon). Licensee will comply with the times and limits as approved by the City Council in the annual Supplemental Plan. Licensee agrees to have a Sundance representative on premises at all times while facility is being used by Sundance.

E. **Fees.** Fees are waived pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. However, Licensee shall remit to City a damage deposit of Ten Thousand dollars ($10,000) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling Ten Thousand ($10,000) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

Of the total amount of the fee set forth in Paragraph E, the sum of five-thousand dollars (hereinafter Advanced Deposit) shall become due and payable upon the execution of this agreement and shall be credited against Licensee's deposit under this license. The balance of five-thousand dollars shall become due and payable on February 15th, 2014.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of Insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee's insurance shall contain a clause stating that coverage is primary (City's is secondary) and 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. The provisions of this section shall survive the expiration of termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. Snow removal. The City will remove snow from the back entrances to the gymnasium, from the area between the building and the designated area on the grass, and from the Racquet Club parking lot by 7:00 a.m. on Wednesday, January 9th, 2013. All reasonable efforts will be made to keep the area clear of snow for the remainder of the weekend. However, in the event of a snowstorm, City streets have first priority and the PCMARC parking lots have second priority. Licensee also accepts responsibility for removal of any and all vehicles parked in areas other than the designated surface parking lot. Parking is not allowed on grass areas.

K. Attendance control. Licensee will be responsible for ensuring that the occupancy limit does not exceed the capacity set by the City Building inspectors for either the tennis courts or the gym. Licensee will be responsible for monitoring the entrances to the licensed facility and will ensure that entrances are staffed during operating hours.

L. This Agreement cannot be altered except by written instrument, signed by both parties.

M. Sales/Business License. The Licensee agrees to obtain any required permits, business licenses or liquor licenses that may be required for the event. Any concession sales must receive written, advanced approval from the Recreation Manager for the City.

N. City Use. Licensee acknowledges the PCMARC pools, fitness center, pro shop, spinning loft, locker rooms, and AAAH Spa tenants will be open for business during the License period beginning Wednesday, January __, 2014, through, Wednesday January __, 2014, 7:00 a.m. to Midnight. Licensee will not disrupt the City's, nor their tenants' quiet enjoyment of their operations. Licensee acknowledges it does not have exclusive use of the parking lot, restrooms or common areas, halls, entrances, etc.

O. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

P. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation,
Economic Development Manager, P.O. Box 1480, Park City Utah 84060

If to Licensee: Director of Operations, Sundance Institute, P.O. Box 684429, Park City, Utah 84068

Q. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

R. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, **the contract is subject to immediate cancellation by the Park City Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.**

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October 2013.

SUNDANCE INSTITUTE
P.O. Box 684429, Park City, Utah 84068

By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF Summit)

On this 30th day of October, 2013, personally appeared before me ~~Laurie Hopkins~~ Sarah Pearce, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly affirmed, did say that he/she is the ~~Director of Budgeting of~~ Co-Managing Director the Sundance Institute by Authority of its Bylaws/Resolution of the Board of Directors, and said Association executed the same.

JODY L. MORRISON
NOTARY PUBLIC•STATE OF UTAH
COMMISSION# 662591
COMM. EXP. 04-15-2017

Notary Public

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

Attest:

City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Approved as to form:

City Attorney's Office

EXHIBIT "A" TO
PC MARC License Agreement

Damage Deposit: $10,000

EXHIBIT "B" TO
PC MARC License Agreement

Park City Racquet Club
Subject: Warranty Tennis Court Surface at Recreation Center.
Our recommendation for protecting the Tennis Court surface for temporary activities other than for playing tennis with the appropriate foot wear would be as follows:

Foot traffic / Queuing Stanchions: Install minimum 6 mil vis-queen and a light weight carpet in the area to be used.

Tables, chairs, desks, or temporary fencing for pedestrian control: Install light weight carpet over ¾" plywood or sport court flooring over minimum 6 mil vis-queen.

The use of forklifts or other heavy equipment should be prohibited.

If these guidelines are followed (with care), there should be no resulting damage to the courts.

Note: Any scrapes, gouges or excessive wear from these activities will not be covered in the Surface Warranty

PARK CITY MUNICIPAL CORPORATION

FACILITY LICENSE AGREEMENT
ROOMS 201, 202, 205, AND 207 & SANTY AUDTORIUM AT THE LIBRARY AND EDUCATION CENTER

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purposes listed below.

C. (1) **License Period.** This license is granted for

a. Room 201, 202, 205 and 207 Monday 1/__/14 – Tuesday 1/__/14
b. Santy Auditorium and Projection Booth Thursday 1/__/14 - Thursday 1/__/14
c. North field Thursday 1/__/14 - Thursday 1/__/14
d. 16 parking spaces Thursday 1/__/14 – Thursday 1/__/14
e. Courtyard Thursday 1/__/14 – Thursday 1/__/14

D. **Facilities Licensed.**

AREA: Santy Auditorium
located at the Library and Education Center
1255 Park Avenue, Park City, Utah

USE: Screening Room

AREA: Room 201, Room 202, Room 205, and Room 207

USE: Green Room, Storage, Volunteer Room, Queing and Concessions

AREA: North Library Field

USE: Wait List Tent and Sponsor car display

AREA: Parking Stalls (16 spots) at Library and Education Center

USE: Parking and propane storage,

AREA: Courtyard

USE: Press Line Tent

E. **Fees.** Fees are waived pursuant to Master Festival License and City Services Agreement, dated 09/12/13 as amended.
However, Licensee shall remit to City a damage deposit of One Thousand ($1,000.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling One Thousand Dollars ($1,000.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Park City Economic Development Manager without further notice and the deposits therefore collected will be retained as liquidated damages.

G. The Licensee shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the City for a loss or injury that Licensee would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee'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. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O. Box 1480, Park City Utah 84060

If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation.** If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits heretofore collected will be retained as liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October, 2013.

SUNDANCE INSTITUTE
PO Box 684426
Park City, Utah 84068

By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

Diane Foster, City Manager

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to Form:

City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
PARK CITY RECEATION CENTER

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of back offices and storage, or any lawful use.

C. (1) **License Period.** This license is granted for a period of December 1, 2013 (6:00 am) through February 10, 2014 (Midnight).

D. **Facilities Licensed.**
AREA: Park City Recreation Center
1400 Sullivan Road *Entire building*
USE : Storage

E. **Fees.** All applicable fees for the use of the building have been waived through the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars ($500.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The damage deposit, totaling Five Hundred Dollars ($500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits previously collected will be retained as liquidated damages.

G. The Licensee covenants and agrees to indemnify, hold harmless and defend City, its agents and employees from all fines, suits, claims, demands, and actions of any kind, including attorney's fees, by reason of any and all of its operations hereunder and agrees to assume all the risk in the operation of the event and is solely responsible and answerable in damages for any and all accidents or injuries to persons or property associated with the event. The Licensee agrees to maintain a comprehensive general liability insurance policy, naming City as an additional insured, satisfactory to City, protecting both Licensee and City against public liability, products liability and property damage. Thirty days prior to the event, Licensee is required to furnish a Certificate of Insurance for the property pursuant to the Master Festival License and City Services Agreement, dated 09/12/13 as amended. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Special Event Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O. Box 1480, Park City, Utah 84060

If to Licensee: Sundance Institute, 1825 Three Kings Drive, PO Box 684426, Park City, Utah 84068.

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation**. If City determines that Licensee has breached the terms of this Agreement, the attached Special Event Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars ($25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of October, 2013.

SUNDANCE INSTITUTE
PO Box 684426
Park City, Utah 84068

By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

Diane Foster, City Manager

Approved as to Form:

City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
FACILITY LICENSE AGREEMENT
MINERS HOSPITAL

Summit County, State of Utah

THIS AGREEMENT, by and between Park City Municipal Corporation (hereinafter "City"), and THE SUNDANCE INSTITUTE (hereinafter "Licensee"), whose address is: PO Box 684426, Park City, Utah 84068.

WITNESSETH:

In consideration of the mutual agreements herein contained:

A. **Grant of License.** City hereby grants to Licensee, and the Licensee hereby accepts a license for use of the Facility described herein at Paragraph D, subject to the terms and conditions herein set forth.

B. **Purpose.** The license is granted, and Licensee shall have access to the Facility and shall use the Facility for the purpose of Sundance Film Festival Administrative Offices.

C. (1) **License Period.** This license is granted for a period of September __, 2013 through February __, 2014 for Miners Hospital. Sundance Institute will have until March 1, 2013 to complete all repairs and touch ups at Miners Hospital.

D. **Facilities Licensed.**

AREA: Miners Hospital, 1354 Park Ave. Entire building except the Mountain Trails and Arts Council offices. Parking around Miner's may be secured by Sundance from January __ through January __ and 4 spaces will be secured for the current tenants during this period.

USE: SFF Administration Offices

E. **Fees.** All applicable fees for the use of the building have been waived through the the Master Festival License and City Services Agreement, dated 09/12/13 as amended. In addition to the license fee, Licensee shall remit to City a damage deposit of Five Hundred Dollars ($500.00) as security for any damage to the Facility arising from or connected to Licensee's use of the Facility pursuant to this license.

F. **Payment Terms.** The license fee and damage deposit, totaling Five Hundred Dollars ($500.00) shall become due and payable upon the execution of this agreement. The damage deposit shall be refunded to Licensee in full upon determination by City that no damage incurred to Facility as a result of this license.

If monies are not paid on or before the due date specified in the contract and a copy of the Certificate of Insurance is not received prior to the event, the contract is subject to immediate cancellation by the Economic Development Manager without further notice and the deposits therforeto collected will be retained as liquidated damages.

G. The Licensee shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Licensee's use of the facility/area or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Licensee expressly agrees that the indemnification provided herein constitutes the Licensee's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Licensee claims or recovers compensation from the City for a loss or injury that Licensee would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The Licensee shall procure and maintain for the duration of the Agreement, insurance against claims for public liability, injuries to persons or damage to property which may arise from or in connection with the use of the Facility hereunder by the Licensee, their agents, representatives, employees, invitees or subcontractors. The Licensee shall provide a Certificate of Insurance evidencing General Liability insurance written on an occurrence basis with limits as specified in Section 14 of the Master Festival License and City Services Agreement, dated 09/12/13 as amended. The City shall be named as an additional insured on the insurance policies, as respect to this Agreement and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies. The Licensee'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. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Licensee agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex, marital status or handicap in its creed use of the Facility.

I. Except where caused by City's negligence, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms of natural disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area of from any part of the building of for an interference with light.

J. This Agreement cannot be altered except by written instrument, signed by both parties.

K. The Licensee is subject to the Rental Policy, a copy of which is attached hereto and incorporated herein by this reference. Licensee hereby agrees and accepts the terms contained therein.

L. Written notices under this agreement shall be given by first class mail, addressed to:

If to City: Park City Municipal Corporation, Economic Development Manager, P.O. Box 1480, Park City, Utah 84060
If to Licensee: Sundance Institute, PO Box 684426, Park City, Utah 84068

M. Licensee shall obey all laws, ordinances and regulations. Licensee acknowledges that smoking is prohibited in the Facility.

N. **Revocation**. If City determines that Licensee has breached the terms of this Agreement, the attached Rental Policy, or any other Federal, State, or Local Law, City may immediately revoke the License granted herein. If said revocation occurs prior to Licensee's use of the Facility, Licensee's advance deposit shall be returned, minus Twenty-Five Dollars ($25.00), which both parties hereby acknowledge as fair, and accurate liquidated damages. If the breach occurs while Licensee is using the Facility, Licensee shall immediately leave the Facility and fees shall be prorated for any time paid for that was not used.

IN WITNESS WHEROF, the parties have executed this instrument or caused it to be executed by their representative duly authorized, the 30 day of, October 2013.

SUNDANCE INSTITUTE
PO Box 684426
Park City, Utah 84068

By: SARAH PEARCE
ITS: CO-MANAGING DIRECTOR

PARK CITY MUNICIPAL CORPORATION
Post Office Box 1480
Park City, UT 84060

Diane Foster, City Manager

Approved as to Form:

City Attorney's Office

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

EXHIBIT "E" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT - Financial Matrix

Assumptions		
Future Annual Inflation	3%	Based on etimated annual increase to CPI
Value of Consistent MLK Marketing	2%	of MLK Weekend
MLK Weekend Sales	13,000,000	(15-20% above Typical January Weekend)

Economic Impact (Estimate of incremental sales due to the non-coincidence of SFF and MLK, based on data from 2008 Wikstrom study inflated at CPI)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Nominal Total	Amortized Total	2024	2025	2026	Nominal Total	Amortized Total
Coincidence Year	N	Y	N	N	N	Y	Y	N	N	N			N	Y	Y		
Time Value of Money Factor	1.03	1.06	1.09	1.13	1.16	1.19	1.23	1.27	1.30	1.34			1.38	1.43	1.47		
Increment from Non-Coincidence	0	5,128,711	0	0	0	5,772,409	5,945,582	0	0	0	16,846,702	1,684,670	0	6,892,559	7,099,335	13,991,894	4,663,965
Park City Municipal (=2% of General Sales)	0	102,574	0	0	0	115,448	118,912	0	0	0	336,934	33,693	0	137,851	141,987	279,838	93,279
Park City Chamber Bureau (3% of Lodging)	0	22,002	0	0	0	24,764	25,507	0	0	0	72,273	7,227	0	45,492	46,857	92,348	30,783
Total Economic Impact	0	5,253,287	0	0	0	5,912,621	6,090,000	0	0	0	17,255,908	1,725,591	0	7,075,902	7,288,179	14,364,080	4,788,027

Contribution (Proposed contribution to Sundance Institute to secure separation of SFF and MLK)

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Nominal Total	Amortized Total	2024	2025	2026	Nominal Total	Amortized Total
Total Increase																	
PCMC Cash	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	270,000	2,700,000	270,000	270,000	270,000	270,000	810,000	270,000
PCMC In-Kind	239,176	246,351	253,741	261,354	269,194	277,270	285,588	294,156	302,981	312,070	2,741,881	274,188	321,432	331,075	341,007	993,514	331,171
Chamber Cash	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	1,600,000	160,000	160,000	160,000	160,000	480,000	160,000
											0					0	0
Current Contribution (Cash)	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	430,000	4,300,000	430,000	430,000	430,000	430,000	1,290,000	430,000
Current Contribution (Kind)	239,176	246,351	253,741	261,354	269,194	277,270	285,588	294,156	302,981	312,070	2,741,881	274,188	321,432	331,075	341,007	993,514	331,171
Proposed Increases											0	0				0	0
Inflation on PCMC Current Contribution*	8,100	16,443	25,036	33,887	43,004	52,394	62,066	72,028	82,289	92,857	488,105	48,810	103,743	114,955	126,504	345,203	115,068
Inflation on Chambers Current Contribution*	4,800	9,744	14,836	20,081	25,484	31,048	36,780	42,683	48,764	55,027	289,247	28,925	61,477	68,122	74,965	204,565	68,188
Removal of SL Grant Rebate Provision											0	0				0	0
Additional PCMC In-Kind	67,405	71,510	73,655	75,865	78,141	80,485	82,900	85,387	87,948	90,587	793,883	79,388	93,304	96,104	98,987	288,395	96,132
PCMC Increment	28,608	30,350	31,260	32,198	33,164	34,159	35,184	36,239	37,326	38,446	336,934	33,693	89,524	93,242	97,071	279,838	93,279
Chamber Bureau Increment	6,136	6,510	6,705	6,907	7,114	7,327	7,547	7,773	8,007	8,247	72,273	7,227	29,544	30,770	32,034	92,348	30,783
Total Increase	115,049	134,557	151,494	168,938	186,907	205,414	224,476	244,110	264,334	285,164	1,980,443	198,044	377,593	403,193	429,562	1,210,348	403,449
Total Value of Contribution (in kind & cash)	784,225	810,908	835,235	860,292	886,101	912,684	940,064	968,266	997,314	1,027,234	9,022,324	902,232	1,129,025	1,164,268	1,200,569	3,493,862	1,164,621
Total Cash Contribution	477,644	493,047	507,838	523,073	538,766	554,929	571,576	588,724	606,385	624,577	5,486,559	548,656	714,289	737,090	760,575	2,211,953	737,318
Total In-Kind Contribution	306,581	317,861	327,397	337,219	347,335	357,755	368,488	379,543	390,929	402,657	3,535,764	353,576	414,737	427,179	439,994	1,281,909	427,303
Estimated Average Annual Economic Impact of SFF	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	75,000,000	750,000,000	75,000,000	75,000,000	75,000,000	75,000,000	225,000,000	75,000,000

*The cost of living increase will be determined by the Consumer Price Index (CPI) Bureau of Labor Statistics website www.bls.gov/cpi. The CPI index used will be from the CPI Detailed Report - Data for May, Referencing the Table A. "Percentage changes in CPI for All Urban Consumers (CPI-U)". The percentage number will be from the Unadjusted 12 month total ending in May for "All items". The increase will be effective beginning September 1, 2015 and continue annually thereafter through the contract term.

Community Wide Return on Investment	851%	1156%

Distribution of Incremental Revenue (From 2008 Wikstrom Study)

Business Type	Sales Increment	Sales Increment	%
Lodging	606,909	606,909	14%
Resorts	933,722	933,722	22%
Restaurants	649,360	649,360	15%
Retail	988,868	988,868	23%
Other	1,065,241	1,065,241	25%
Subtotal	4,244,100	4,244,100	100%
Government Entity	**Sales Tax**	**Sales Tax**	**%**
City	86,580	86,580	
Chamber	18,207	18,207	
Total	4,348,887	4,348,887	100%

- Incremental TRT was erroneously calculated in the Wikstrom Report as $127,323. It is corrected here.

2017 SUNDANCE DEBRIE

DEPARTMENT	Building	Legal
WHAT WENT WELL?	Having people who had a need for multiple permits, schedule a time to come in to process the large number of permits at once. Event enforcement. EOC and debrief notes. The police presence on the streets.	Coordination re free speech/political events/March
WENT DID NOT GO WELL?	Time and manpower which is pulled from other job duties	Getting ambush event applications/insurance etc earlier always better but not always feasible; better communication n training of ped xcrossing interaction w police at nearby intersections]
WHAT CHANGES ARE NEEDED?	Additional snow removal support and resources during the festival. Parking & traffic. Having an electronic/digital application process.	More active/centralize traffic management strike team
TOTAL REVENUE COLLECTED?	$ 13,472.16	0
TOTAL EXPENSES INCURED?	$ 47,100.00	

:F- INTERNAL DEPARTMENTS

Finance	Public Safety	Community Engagement
	The coordination of the protests in the middle of a major event.	Good collaboration between departments to provide good communication and service to our stakeholders
Simply the influx of licensing activity along with business license renewals.	Delivery trucks and schedules and permits in Old Town during the major change over during the middle of the festival.	
We are considering changing the Council approval to hopefully eliminate the Special Meetings.	a. Strongly consider keeping Lower Main Street open and/or b. Consider the pros and cons to closing Main Street to vehicles	Anticipate potential stakeholder communication challenges and plan ahead to address and diffuse those challenges.
$ 50,880.00	$ -	$ -
$8,125	$ 109,425.00	$ 1,200.00

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Ivory Homes - developer of Park City Heights - opened the application process for the first set of affordable homes in November of 2016. Of the 65 applications received for the first ten units, 33 were complete and represented qualified households. To date, eight homes have closed and the families moved into their new homes. Two to three more will close over the next three weeks. Certificates of Occupancy should be issued for four more Park Town Homes in the next week to ten days and a total of 11 sales closed by the end of March.

Respectfully:

Rhoda Stauffer, Housing Specialist

City Council
Staff Communications Report

Subject:	**Park City Heights Update**
Author:	**Rhoda Stauffer**
Department:	**Community Development**
Date:	**March 9, 2017**
Type of Item:	**Informational**

Ivory Homes – developer of Park City Heights – opened the application process for the first set of affordable homes in November of 2016. Of the 65 applications received for the first ten units, 33 were complete and represented qualified households. Qualified applicants were ranked in order of those who've worked in the area the longest. In addition, up to three applicants that included employees of Intermountain Health Care's Park City Medical Center were given priority in the first round of sales.

At the December 15, 2016 Housing Authority meeting an amended sales timeline and pricing plan was approved. Immediately following that meeting, contracts were signed and the closing process launched for the ten homes that had received their Certificate of Occupancy (C of O).

To date, eight homes have closed and eight families moved into their new homes. Two to three more will close over the next week. C of O's should be issued on a second Park Town Home four-plex in the next week to ten days. If all goes as planned, eleven homes will be closed and occupied by the middle of March. Two to three additional homes in the new Park Town Home building will also close in another three weeks.

Ivory Homes has eight building permits – all market homes – and has submitted three additional permit applications for three more market homes. Ivory's plan based on their Housing Mitigation Plan approved on December 15, 2016, is to complete another ten affordable homes in the next nine to twelve months.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

In the context of City Council's posture on events, given on September 22 and November 3 which was to generally consider new large events, only if there are compelling community, cultural or economic benefits, staff is returning to provide City Council with a of the 2017 Event Calendar year to ensure Council is informed of potential changes to the 2017 Event calendar. City Council could request to bring this item back at a regularly scheduled work session meeting to further discuss the 2017 Event Calendar and approval process.

Respectfully:

Jennifer Diersen,

City Council
Staff Report

Subject: Special Event 2017 Calendar Preview and Update
Author: Jenny Diersen, Special Events Coordinator
Department: Special Events
Date: Thursday, March 9, 2017
Type of Item: Informational Staff Communication

Executive Summary

In the context of City Council's posture on events, given on, September 22 (minutes – pages 7 – 13) and November 3, 2016 (minutes pages 6 – 8) which was to generally consider new large events, only if there are compelling community, cultural or economic benefits, staff is returning to provide City Council with a of the 2017 Event Calendar year to ensure Council is informed of potential changes to the 2017 Event calendar. City Council could request to bring this item back at a regularly scheduled work session meeting to further discuss the 2017 Event Calendar and approval process.

Problem & Opportunity

The number of event applications and permitted events remains the same annually – the City normally permits between 70 – 75 events. While the number of applications and permits remain the same, event attendance has continued to grow. Additionally, there has been general growth in the number of visitors to the community due, in some cases, to normal activities around town ; the events themselves are not the sole cause of increased impacts.

City Council's historic policy position has been supportive of Special Events because they have a direct result in increased economic, cultural and community amenities and opportunities. Balancing the event calendar is complex and involves many local non-profit businesses, community members and community partners.

As staff works to continue to coordinate the busy Special Event Calendar, and enters into one of the busiest planning times, staff wanted to provide City Council the opportunity to preview the Special Event 2017 Calendar (Exhibit A). Staff is working to increase the transparency in the event planning and permitting process and intends to continue to evaluate and permit events as authorized pursuant to PCMC Title 4, Chapter 8.

Acronyms

PCMC	Park City Municipal Code
SEAC	Special Events Advisory Committee

Analysis

Staff would like to ensure Council is informed of changes to the 2017 Event calendar, both for past events and potential new events regardless of the level of event. (The 2016 and 2017 Event Calendar Update and Analysis is included as Exhibit A)

- As in years past, the Special Events staff works well in advance of known events to has been working to coordinate the next year's Event Calendar.
- In November of each year a "date request notice" is sent to any event applicant that had a permitted event in the previous year, or any event that has reached out with interest in hosting an event.
- The purpose of the notice is not to gain event interest, but to be sure that event applicants are aware early on. of the City's permitting and coordination processes and associated timelines
- The request urges event applicants to send preliminary event information for the following year by December 31, so staff could work to coordinate the calendar and work to inform event applicants of the context of events, and was clear that submitting date requests did not constitute as approval.

Though coordination for the event calendar is ongoing, staff works specifically to coordinate the calendar early each year in order to identify high threshold time periods, and date/location conflicts for events that have been permitted in the past. Staff frequently receives requests for new events. Though the City can receive new event requests at any time during the year, we often see many event organizers reach out regarding possible new events December through March as they are planning for summer activities.

Staff continues to consider Council's posture on events with both new and past event applicants. Though staff continues to communicate to applicants that events need to demonstrate compelling community, cultural or economic benefits, there are a number of applications currently being reviewed for consistency with standards in the Code.

Per PCMC 4-8, provided impacts of the event can be mitigated:

- City Council reviews, evaluates and has the authority to approve or deny any Level 3 Special Event that have substantially changed, or new Level Three events.
- Staff reviews, evaluates and has administrative authority to approve or deny Level 1 and Level 2 events, or Level 3 events which have not substantially changed. Any applicant whose application is administratively denied may appeal the decision with final authority by City Council in a public hearing.

The biggest factors in determining the level of an event include anticipated attendance, as well as, impacts that the event causes particularly with the use of City property (such as roads or road closures, and facilities/fields). These factors result in public impacts which need to be mitigated for and create a demand for City services.

Upon review of Exhibit A, which is an overview of changes to the 2017 Event Calendar, including a high-level look at 8 pending/potential applications, staff does have initial concerns regarding field/facility use (balancing local play) and date/location conflicts.

Staff does believe that through coordination and the evaluation process, the potential events can be mitigated for. Staff intends to proceed with the permitting process for all events, as per the code.

SEAC's role is to provide feedback and evaluation to City Council as input regarding event prioritization/threshold, City Services and debrief. Please note that SEAC's role regarding City Services is on the City Council agenda in tonight's meeting.

City Council could request staff to return in a work session to discuss code changes that would apply to future event applications, should Council want to review any new event..

Department Review

This report has been reviewed by the Special Events, Economic Development, Communications, Legal and Executive Departments.

SEAC was provided with the information in Exhibit A, as well as a 2017 Calendar of events at the February 15th meeting. Additional information and has been added to the attachment since the SEAC meeting.

Attachments

A Special Event 2017 Calendar Preview & Update Analysis

Exhibit A - Special Event 2017 Calendar Preview & Updates

In 2016, The Special Events Department permitted 72 events. This included 6 new permits, and did not include 4 events that did not return to Park City.

2016

Events that did not return in 2016:

1. Avalanche Soccer Tournament (moved to SLC)
2. Park City Children's Fair (moved to new location in County)
3. High School Mtn Bike Invitational (moved to vernal, please note below, they are likely to proceed with an application in 2017)
4. Library Grand Opening (one time event in 2015)

Six New Events were permitted in 2016 including:

1 Level One – Freedom Fitness Festival
2 Level Two – Park City Film Series Drive In Movie & KPCW Change Over Event (from 91.9 to 91.7)
3 Level Three – Thin Air Innovation Festival, State Room Presents Concert Series, Shot Ski Event

2017

The Special Events Department currently anticipates 73 - 78 permitted events in 2017.

- Level One Events – 15 (for example: Walk a Mile In Her Shoes, Uncorked Recycle Utah, PCMC's Skate Jam Series)
- Level Two Events – 25 (for example: Sundance Summer Series, Classic Car Show on Main, Hike for Hunger, Memorial Day 5K)
- Level Three Events – 24 (for example: Miners Day, 4th of July, Halloween, Autumn Aloft, Deer Valley Music Festival, Savor the Summit)
- City Service Contract Events – 4 (Arts Fest, Park Silly Sunday Market, Triple Crown & Sundance)
- First Amendment Events – 4 (Women's March, PANDOS March, St. Mary's Procession)

New Events that were approved include:

- Park City Womens' March – First Amendment Event
- PANDOS March – First Amendment Event

Events that are not returning in 2017:

- Tao (location that didn't require a Special Event Permit)
- Grand Prix (moved to Solitude)
- Tour of Utah (date conflict)
- KPCW Change Over Event (one time event)
- Freedom Fitness Festival (one time event)

Withdrawn Event Application

Park City Showdown Lacrosse Tournament*

- Organizer: Adrenaline Events
- Date: June 30 through July 3
- Location: Quinn's, School District and Ecker Hill
- Attendance: 2,000
- The applicant has withdrawn their application, largely due to staff's concerns regarding event threshold on an already busy weekend and lack of field availability. The applicant is now pursuing the event through Basin Recreation and Summit County.

Proposed new events:
Staff is currently anticipates 6 New event applications.
** Submitted Event Application*

March for Science*

- Organizer
- Date: April 22 (Earth Day)
- Location: Main Street/ City Park
- Attendance: 500 – 9,000
- Level Three (First Amendment) Event - City Council Approval Authority
- Purpose of Event: The March for Science is a celebration of passion for science and a call to support and safeguard the scientific community. This nationwide March is an opportunity for those that support this cause to stand in solidarity and come together.
- Challenge: The short amount of time to plan to mitigate impacts of the event will be challenging for staff. Increased applications for First Amendment events are likely to have budgetary impacts to City Departments.

Moose Tracks Kids Trail Run*

- Organizer – Leslie Keener partnering with Youth Sports Alliance
- Date: May 6 (Rain date May 13)
- Location at Round Valley
- Attendance: 300 including spectators
- Level Two Event – Staff Approval Authority
- Purpose of Event: To introduce the trail running experience, care and appreciation to local Park City children ages 3 to 12. This event is a zero waste event and the applicant is working to reduce any parking or traffic challenges by encouraging families to walk and bike to the event and using bio degradable signage and trail markings. The event will be in partnership with local nonprofit Youth Sports Alliance and will include coordination within the Park City School District. The event is in a time of year that appeals to local community involvement, benefit and participation.
- Challenge: While this event is new and has relatively low attendance numbers this year, there is a high possibility that the attendance of this event may grow quickly in future years. The applicant is looking at ways to cap the attendance to the event both in the initial year and as they look forward.

Latin Music Series*

- Organizer – Mountain Town Music and Park City High School's Latinos In Action
- Date: June 5, 12, 19, 26, July 3
- Location: TBD – City Park Pavilion
- Attendance: estimated between 100 - 200
- Level Two Event – Staff Approval Authority
- Purpose of Event: Mountain Town Music and Park City High School's Latinos In Action Youth Group are working to create an event that celebrates Latin Music and Culture. It is likely that this event will increase involvement for the Latino community and youth, and create further integration and involvement in our community.
- Challenge: While this event is new and has low attendance numbers this year, there is a possibility that the attendance of this event may grow in future years.

Park City Moto Film Festival*

- Organizer – Park City Moto Union
- Locations include Egyptian Theatre and Film Studio
- Date: June 16 & 17 (same day as Savor the Summit)

- Attendance: 450
- Level Two Event – Staff Approval Authority
- Purpose of Event: The purpose of this event is to bring motorcycle enthusiast together in Park City. During the event, various programs will be held and films will be screened that are related to Motorcycling, bringing a stronger cohesiveness to Park City on motorcycle culture and film. The applicants believes that there is an economic advantage bringing the event to Park City, as well as, storytelling.
- Challenge: Staff has initial concerns with the date choice, as it is the same day as Savor the Summit, and worked hard to mitigate date conflicts with previous events in previous years. Staff anticipates being able to mitigate this challenge, as the proposed event is outside of the Old Town area. There is also Main Street parking removal on Friday (though minimal) associated with the event to facilitate motorcycles parking near or in front of the Egyptian theatre.

Kids Adventure Games

- Organizer – TBD - Park City Resort Base
- Proposed Date: June 17th (same day as Savor the Summit)
- Location at Park City Resort Base
- Attendance: 600 + spectators
- Level Three Event – City Council Approval Authority
- Purpose of Event: To introduce kids to a friendly completion in the extreme sport scene. The event is currently being held on Park City Mountain at the Resort Base. Vail Resorts supports this event and believes it is a great event for their market and will increase summer business.
- Challenge: While the event attendance is low for this type of event in its initial year, there is a possibility that the attendance of this event may grow quickly in future years. Staff has initial concerns with the date choice, as it is the same day as Savor the Summit and we worked hard to mitigate date conflicts in previous years. Staff's concerns may be lessened depending on event timing.

Friendship 5K*

- Organizer – Melissa Felker
- Date: Flexible, but August 6 because this is National Friendship Day (Arts Fest weekend conflict)
- Location: Quinn's Junction/ Round Valley
- Attendance: 300 -400
- Level Two Special Event – Staff Approval Authority
- Purpose of Event: As a participant in the NY marathon, the applicant has pledged to raise funds for youth sports programs across the nation. The event will encourage participants to come out and enjoy the beautiful Park City Trails with their friends (and 4 legged friends).
- Challenge: Staff has initial concerns about the date conflict with Arts Festival, as well as, (on leash) dogs being encouraged to participate in the event. Staff has also advised the applicant that while the cause is an important one, we may need more compelling reason for the event to be held/benefit our local Park City community.

Bitter Lacrosse Tournament

- Organizer – Bitter Lacrosse out of Stowe, Vermont
- Date: TBD – Likely October
- Location: Quinn's Junction
- Attendance: 3,000
- Level Three Event – City Council Authority

- Purpose of Event: To create destination lacrosse Tournament in Park City to help drive economic benefit to the City and provide training and experience at High Altitude. The Tournament is based out of Stowe, Vermont.
- Challenge: Bitter Lacrosse is aware of the current event context in Park City. They are concerned about over saturating the market, as there is already one Lacrosse Tournament in June and as mentioned above another Lacrosse Tournament being pursued in the Basin and County in July. Bitter Lacrosse wants to be a good partner and will follow up if the decide to pursue an application.

Utah High School Mtn Bike Invitational*

- Organizer: Utah High School Mtn Bike Association
- Date: TBD – Likely October
- Location: Quinn's Junction
- Attendance: 1,000
- Level Three Event – City Council Approval Authority
- Purpose of Event: The Utah High School Mountain Bike Invitational is an opportunity for the region's top High School Mountain Bike Athletes to compete on Park City's renowned trail system. This is an event that takes place in the off season, and includes participants from Park City High School, as well as, many of our surrounding jurisdictions.
- Challenge: While the applicant is willing to work with staff to mitigate the impacts of the event, the participation of the event creates parking and traffic impacts in the Quinn's Junction area. The applicant is aware of the necessary mitigations and is willing to work through increased mitigation efforts in order to permit the event at this location.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff is notifying Council that the Community Development and Public Utilities will begin stormwater inspections for sites that hold a Utah Stormwater Construction permit as required under our Municipal Separate Storm Sewer System (MS4) permit.

Respectfully:

Christine Morgan, Storm Water Coordinator

City Council
Staff Communication Report

Subject: Stormwater Inspections
Author: Chris Morgan, Stormwater Coordinator
Department: Public Utilities
Date: March 9, 2017
Type of Item: Informational

Purpose

Staff is notifying the City Council that the Community Development and Public Utilities Departments will begin stormwater inspections for sites that hold a Utah Stormwater Construction permit as required under our Municipal Separate Storm Sewer System (MS4) permit.

Stormwater MS4 Inspections

Who: City Code Enforcement staff will inspect development activity that has secured a State stormwater construction permit.
What: City Code Enforcement staff will begin monthly inspections of State Permitted sites (currently about 20 sites in town.) The inspection is based off this State form. At this stage, no additional stormwater requirements are being placed on contractors.
When: Starting in March 2017.
Where: Throughout the entire City. A database of all active sites is available here. The site requires users to set up a free State account.
Why: Up until we became a Municipal Separate Storm Sewer System the State was obligated to conduct these inspections. The City is now obligated to begin conducting these inspections as a Municipal Separate Storm System. Our current target for compliance is January 1, 2018, but staff is starting now to allow time for contractor education and on-site conversations.

More Information: Park City area contractors with Utah Discharge permits will start receiving monthly inspections as Public Utilities and Community Development implement a soft start to the Stormwater Minimum Control Measure #4, Construction Site Runoff Control.

The team will begin implementing the program in March by conducting monthly inspections and recording the outcome in complianceGO software. Until we reach full implementation of this Minimum Control Measure, anticipated January 1, 2018 enforcement will not be the priority; instead it will be more educational for both the contractor and staff.

These inspections are actually a shift of inspection responsibility from the State to Park City. Prior to July 1, 2016, the State of Utah was responsible for enforcement, since then Park City has become responsible for enforcement.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

During the 2017 Utah State Legislative Session, HB0281- Construction and Fire Code Amendments, was introduced and risked eliminating Park City's ability to require residential fire sprinkler systems.

Respectfully:

Michelle Downard, Deputy Chief Building Official

City Council
Staff Report

Subject:	**Anti-Freeze Additives in Fire Sprinkler Systems**
Author:	**Michelle Downard, Interim Building Official**
Department:	**Building Department**
Date:	**March 9, 2017**
Type of Item:	**Informational**

During the 2017 Utah State Legislative Session, HB0281- Construction and Fire Code Amendments, was introduced and risked eliminating Park City's ability to require residential fire sprinkler systems.

In order to come to a united resolution regarding this bill, the Honorable Mayor, Council Members, Assistant City Manager, Park City Fire District, multiple city staffers and the Park City Homebuilders Association worked together to address the concerns regarding fire sprinkler installations. As a result of these discussions, the Park City Building Department, in coordination with the Park City Fire District, has agreed to coordinate the accommodation of anti-freeze additives in fire sprinkler systems. Because of the Fire District's ability and willingness to accommodate anti-freeze additives in these systems, the Park City Homebuilders has agreed to support the local fire sprinkler requirement and Park City Municipal's position regarding HB0281.

The attached memorandum of understanding and request form is a demonstration of staff's commitment to working with the Park City Homebuilders Association and this agreement, providing the allowance of anti-freeze within residential fire sprinkler systems. In addition, staff will support the Park City Fire District's efforts to encourage support for anti-freeze within fire sprinklers throughout other parts of both Summit County, namely the North Summit Fire District and the South Summit Fire District, and in Wasatch County.

Use of Anti-Freeze Additives in Fire Sprinkler Systems

Park City Municipal Corporation (PCMC)
Park City Fire Service District (PCFD)

Where preventing fire sprinkler pipes from freezing is a concern, fire sprinkler piping must still be run/installed within a heated/warm space to avoid freezing conditions.

The use of an anti-freeze additive in the fire sprinkler system will need to meet the following criteria:

- A signed statement from the homeowner, general contractor, and fire sprinkler contractor must be provided to PCMC/PCFD requesting to allow the use of an antifreeze additive and identify that all parties understand the concerns associated with the use of glycerin in the fire sprinkler system including the potential increase in fire intensity, the possibility that antifreeze may not be available in the future, and concerns associated with the annual servicing of the system.

- Operating pressures within the fire sprinkler system must not exceed 100 psi. This may require the installation of a "pressure reducing valve" in addition to the culinary pressure reducing valve. This valve will need to be taken into account when the hydraulic calculations are done and be shown on the plans.

- The minimum pipe size supplying the fire sprinkler system must be at least 1-1/2 inches in diameter and be installed in accordance with NFPA-13D.

- A listed expansion chamber must be provided to compensate for thermal expansion of the antifreeze solution within the fire sprinkler system. The size of the expansion chamber must include the pre-charge air temperature and pre-charge air pressure. The size of the expansion chamber must be such that the maximum system pressure does not exceed the rated pressure for any components of the antifreeze system.

- The fire sprinkler contractor shall indicate the type of anti-freeze solution to be used and the concentration/mixture proportions. Antifreeze solution shall not exceed a maximum concentration of 38% premixed propylene glycol or 48% premixed glycerin.

- The fire sprinkler contractor shall indicate on the fire sprinkler drawings the total amount of anti-freeze to be used the system.

Issued: February 28, 2017

Request - Use of Anti-Freeze Additives in Fire Sprinkler Systems

Date: ____________________

Property Address: ____________________

Permit Number (If applicable): ____________________

Variance on Amount of Antifreeze Additive: ____________________

The owner and contractors are requesting the use of an antifreeze additive for the fire sprinkler system, based on the extreme cold temperatures in this area.

All parties acknowledge this request and understand the concerns with the use of either propylene glycol or glycerin in residential fire sprinkler systems, including the potential increase in fire intensity, the possibility that antifreeze may not be available in the future, and concerns associated with the annual servicing of the fire sprinkler system.

General Contractor Name: ____________________

General Contractor Signature: ____________________

Homeowner's Name: ____________________

Homeowner's Signature: ____________________

Fire Sprinkler Contractor's Name: ____________________

Fire Sprinkler Contractor's Signature: ____________________

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the February 9, 10, 13, 16 and 19, 2017, City Council meetings. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder

PARK CITY COUNCIL RETREAT MINUTES-DRAFT
1255 PARK AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

February 9, 2017

The Council of Park City, Summit County, Utah, met in open meeting on February 9, 2017, at 8:30 a.m. in the Library Community Room.

ROLL CALL

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

Mayor Thomas explained that last year the Council defined and discussed their priorities, and this year they would continue refining those priorities and goals.

Strategic Planning Review:
The City's long term strategic plan was illustrated in the shape of a tree, and it showed the different aspects that described the City as branches and leaves. The Council discussed the titles used to describe the community. Council Member Gerber felt the balance should be between the local economy and the residents and how that fit together. Council Member Worel expressed concern on where mental behavioral health fit into the different aspects of the community. Mayor Thomas stated the ski resorts played an important role, but there were other aspects of the community that needed the Council's focus. Council Member Matsumoto suggested renaming the strategic goal

"Thriving Mountain Community" to Thriving *Economic* Mountain Community, and adding "Historic Main Street" as a desired outcome (a leaf) to Thriving Economic Mountain Community. Council Member Gerber suggested there was more than just business that made this community complete. The majority of the Council decided to change the name to "Thriving Mountain Town" with the appendage of "Historic Main Street." Council Member Beerman suggested changing the desired outcome "Unique and Diverse Economy" (under Thriving Mountain Town) to "Resilient and Sustainable Economy," and renaming the strategic goal "Sustaining an Exceptional Quality of Life" to "Inclusive and Healthy Community." The Council agreed to those changes.

Council Member Gerber suggested moving the desired outcome of "Walkable and Bike-able Community" from the "Thriving Mountain Town" priority to the "Resilient and Sustainable Economy" priority. The Council also requested that "Mental, Physical, and Behavioral Health" be added as a desired outcome somewhere on the chart. The Council also changed the desired outcome "Diversity", shown as a leaf on the tree illustration, to "Tolerance and Diversity." Also discussed was adding the word "Authentic" to Thriving Mountain Town, which would refer to the home grown aspect of the community. Briggs explained the complete community concept illustrated as a tree, with branches and leaves to encompass all the different aspects of the City.

<u>Council Liaison Assignments:</u>
Mayor Thomas commented that he would like to invite different Council members to be with him on his assignments as Mayor, so that the community would be able to see the different members of the Council at events. Matt Dias discussed keeping the liaison assignments the same, except for Planning Commission and a new group, the Joint City/County Housing Committee. The Council decided to rotate the Planning Commission liaison role amongst the Council members on a per meeting rotation. Council Member Worel indicated that the Habitat for Humanity committee requested a Council liaison. Council Member Gerber stated two non-profits requested that she be a champion for their causes as well. She felt that the Council could be spread too thin. Mark Harrington explained that Council members should not speak for the Council when acting as liaisons without having had a work session with Council discussing the matter first. Also, Council liaisons should not be acting as liaisons during Council meetings.

Mayor Thomas and Council Member Beerman excused themselves at this time.

Council Member Matsumoto said as liaisons, council members did feel compelled to support their groups. After a short break, the discussion continued and the following liaisons were assigned: Joint Housing Committee - Council Members Henney and

Gerber, with Council Member Worel as the alternate; Habitat for Humanity - Council Member Worel with Council Member Henney as alternate. It was indicated that Park City/Summit County Arts Council didn't feel like they needed a liaison so that organization was deleted from the liaison list.

Imagine Park City Session:

Mayor Thomas explained that Imagine Park City was an exercise to think out of the box about where the City would be in the future or where the Council saw the City now.

Council Member Gerber:

Council Member Gerber imagined tall buildings - density with open space around it. She indicated apartments could be cool. She also expressed that the City was moving towards solar power. The other aspect she envisioned was gondola transportation over the City, with a monorail/light rail from Park City to Salt Lake City, and elevated roundabouts for bikes. Her vision for way into the future did not include streets since they would no longer be needed, and the current streets could become garden areas. She talked about xeriscaping and saving water. She thought people from all places and walks of life were needed in the City as well.

Council Member Matsumoto:

Council Member Matsumoto asserted the most important thing about the City was the people. She was concerned about people living in the community. She hoped there would be good jobs for people, a good affordable housing system, a good transportation system, plenty of recreation, and the beautiful natural environment. This picture was the Park City she loved, with the community in the core. She felt the City was on track with the net zero carbon goal and water quality, and gave the City a B+ in its efforts to achieve these goals. Amenities such as the MARC and trails helped with the sense of community. Her concern was for the small town feel and historic preservation. These were items that needed some work. She indicated that density should not be feared because it would help keep the small town feel. With regard to preservation, she gave the City a C grade, and thought it should work harder in these areas.

Council Member Worel:

The Park City that Council Member Worel imagined included all peoples. She hoped that the boards and commissions would reflect the diversity of the community. It was important to keep the community balanced. The commitment to housing and energy was going well. She thought the Council should look harder at who should live in the affordable housing that was being planned and developed. She thought Transportation also needed help because there were too many single occupant vehicles. The residents needed to do more to help with this problem rather than putting it onto City government. Another concern was how special events impacted the residents' daily lives. She noted residents also loved clean air and water, and the City had an aging infrastructure which would be costly to replace. She discussed having affordable childcare to support the diverse groups in the community. She also imagined a community that was healthy physically and mentally, commenting that there were too many suicides and drug abusers in the community. To sum up, she envisioned a big tent that would be welcoming and inclusive.

Council Member Henney:

Council Member Henney stated the City had begun a critical path with the Critical Priorities. Today the City had what was imagined 20, 50, and 100 years ago. So the responsibility today was to deal with the issues given from the past and create something for the residents of the future. He envisioned ending dependence on fossil fuels, hopefully within the next 10 years. He foresaw a renewable energy farm by Richardson Flats, which would eliminate the need for fossil fuels. Everything would go electric, including transit and heating. He envisioned aerial transit, and noted Council Member Gerber had that same vision. There were too many cars in town but with the conversion to transit, the streets could be repurposed. He explained if the streets were widened to accommodate single occupancy vehicles, then more cars would come. He suggested one lane in each direction for vehicles, one lane in each direction for transit, and one lane in each direction for bikes and pedestrian use. He was very pleased with the affordable housing commitment. He hoped to tie energy and transportation with housing for great possibilities in the future. He thought people needed to live in old town, but there were other opportunities for people to afford to live in the City.

Council Member Beerman:

Council Member Beerman stated the City was headed in the right direction with regard to clean energy, affordable housing, and transportation. The City was a great place with great people. He thought the nicer the community, the more people it would attract, which would then degrade the quality of life. This was the mountain town paradox. Things such as technology were changing quickly, and government was having a hard time keeping up. He thought it was hard to keep the standard the same in order to keep Park City Park City, so he wanted the standard to be "Keep Park City Familiar." Thomas Friedman compared the constant winds of change that we are asked to dance in to a hurricane. Council Member Beerman hoped the City could be the eye of the hurricane, letting the storm move around it, yet remaining stable and familiar. The City should keep moving, pushing, piloting, challenging, trying, failing, learning, and sharing so it can tack and bend in the winds while remaining firmly anchored in the place called home.

Mayor Thomas:

Mayor Thomas drew a picture of what Park City would look like in 2050. By then, the critical priorities would be under control, there would be a solar farm, and the resorts would have onsite housing. There would also be housing on Main Street on the upper levels. Street cars would run throughout the main part of the City to take cars out of the community. These street cars would get people to the resorts and to the center of town. This would open the streets up to greenbelts, art walks and to the businesses in the community.

The Council recessed for lunch. Upon their return, the meeting resumed.

Review and Affirm Council Priorities:

Jed Briggs indicated he discussed the priorities with the Council members individually and there was a consensus that the City was on track with the Critical Priorities. The Top Priorities were priorities which the Council wanted to see significant progress. Council Member Matsumoto thought focusing on new priorities might be a good idea since the critical priorities were going well. Council Member Beerman thought the Council was aligned with the Critical Priorities, but they weren't institutionalized yet. Council Member Worel stated the City was secure in the Critical Priorities and she supported focusing a little more on the Top Priorities.

Council Member Beerman suggested having a work session on each Top Priority in order to hone in on things the Council could help with and identify things that were out of the Council's control. The Council agreed that having work sessions on these priorities was a good idea.

Affordability:

Briggs noted the Council had focused on daycare, fees, special service contracts, and having more options for housing. Council Member Gerber suggested incubator spaces for businesses that couldn't afford the rents. Council Member Beerman stated there were affordable options, just not on Main Street. Council Member Henney thought the Council could help with businesses by creating second or third floor space on Main Street that might have smaller rents. Further discussion ensued. Council Member Henney added Free Transit for Local Connectivity and Mobility as an Affordability desired outcome.

Improve Multi-Cultural Citizen Involvement:

Council Member Matsumoto thought the suggestion that 25% of the workforce should be represented on the boards and commissions would be difficult since those demographics worked one or two jobs and had families. Council Member Gerber thought this population should be asked to serve on boards, and let them respond to the invitation to participate. Council Member Beerman stated this had been a top priority, as well as citizen engagement. Foster suggested splitting the top priority into two: a Multi-Cultural Citizen Involvement and Citizen Engagement. The Multi-Cultural Citizen Involvement would include Boards/Commissions Representation and Latino Outreach.

<u>Citizen Engagement:</u>
The Council agreed that the City efforts such as videos, Council Coffees, and Council meeting summaries should continue. Council Member Henney suggested the Community Engagement Department should be the hub for City communication.

<u>Clean Soils Plan:</u>
Briggs stated in talking with Jim Blankenau, it was suggested this priority be broadened to “Improve Environmental Quality and Maintain Regulatory Compliance.” Council Member Beerman suggested the simplified title of Environmental Health, with clean water, clean soil and clean air. Council Member Henney expressed concern that if the category was broadened, then Blankenau would have to work with other departments and it might not be as focused. After some discussion, it was decided that water and soil conservation would be under a different priority. The word clean was removed from the list and just water, soil and air remained.

<u>Historic Preservation:</u>
Council Member Matsumoto stated this goal was being worked on by staff, but it was taking a long time. The only way to speed up the progress might be to add more staff. Ann Laurent stated the Planning Department had made progress, but it did take time. Council Member Matsumoto added that the Historic Preservation Board (HPB) had worked hard in relation to mass and scale as well. Laurent thought the form and scale should be compatible with the form and scale with existing buildings. The Council decided to change “existing” to “historic.” Other points suggested would be to offer historic preservation grants and other incentives, façade easements, and have a Main Street plan. The HPB duties would be evaluated. After some discussion on expanding the historic district, Mark Harrington indicated that Council should focus on maintaining the historic districts and refrain from discussions on expanding the district until the legislature finalized the pending dialogue.

<u>Lower Park Avenue Redevelopment Plan:</u>
The Council thought this goal was progressing nicely.

Open Space Acquisition:
The Council was pleased with the Bonanza Flats purchase.

Regional Collaboration:
Council Member Matsumoto indicated that the City was collaborating on Transportation and Affordable Housing. The Council agreed that continued combined efforts were necessary as the growth in the area continued.

Conservation of Natural Resources replaced Water Conservation:
Desired outcomes under this priority included Water, Soils and Vegetation, and Energy. Incentives to builders for construction that was energy conservation conscious was discussed. The Council also discussed refining its priorities before sending them to the Planning Commission so the process could be streamlined. When asked to define the goals of soil and vegetation, Mayor Thomas indicated the community could preserve top soil and vegetation.

Citizen Well-Being-Expand scope of regional partnerships to support :
This was a new priority suggested by Council Member Worel, and included: Mental Health, Behavioral Health, and Substance Abuse. Council Member Beerman felt that this priority was historically a partnership with other entities. He asked if the City should begin to do its own thing. Council Member Worel indicated the community partnerships were excellent and should continue. She referred to the Communities that Care Program which several entities were participating in to help community youth and families.

Arts and Culture:
It was indicated that the Arts and Culture Master Plan would dictate what the desired outcomes would be.

Discussion with Youth Council:
Council Member Gerber indicated that the Youth Council was looking for a project they could work on and was here to get suggestions. The Youth Council introduced themselves to the group: Valentin Astie-Treasurer, Alec Padan-Assistant Website Member, Maya Levine-Youth Mayor, Olivia Downes-Secretary, Kali Watkins-board member, and Grace Moore-board member.

Mayor Thomas explained the Council's Strategic Plan, illustrated as a tree, which defined the City's goal of having a complete community.

With regard to possible projects, Youth Mayor Levine presented the following list:

- Create a Survey to Get Ideas for a Teen Center
- Think of Ideas to Help with the Transportation Issue
- High School Rebuild
- Senior Center – Helping with Bingo or Interacting with Seniors
- Cleaning Up Trails and Parks
- Expand Tiny Libraries
- Create an Online History of Park City
- Focus on Recycling and Place Containers around the City
- Create a Butterfly Garden in the Proposed Greenhouse
- Mass Survey to Residents on What They Would Like to See in the City
- Work with Animals
- Clean Up Park City

Mayor Thomas asked if there was a preference among the Youth Council members. Council Member Henney asked about the transportation idea and what they would do to promote the transportation system. Youth Mayor Levine indicated they would promote carpooling to the high school and reducing congestion in general.

Council Member Beerman asked what the survey for a teen center would include. Youth Mayor Levine stated the survey would go out to all youth and would ask where they went to congregate. Council Member Matsumoto indicated a survey was sent to some teens and she suggested coordinating with that group and then expanding on it.

Mayor Thomas stated his preferences would be the first two ideas listed. Council Member Worel agreed but asked if the Council thought a teen center was needed or if a few different locations could be made available for teens to congregate. Council Member Matsumoto explained the City's plans for a community building by City Park. Council Member Beerman asked what these teens did when hanging out. The group indicated they went to Kimball Junction, to the movies, walked around Main Street, and went to City Park. In response to a question about going to the library, they responded that they held study groups at the library but the library wasn't a "fun" hangout. The Council indicated there was a hangout area at the MARC, with ping pong, foosball, TV, and couches.

Council Member Henney asked about the butterfly garden as a project. Youth Mayor Levine thought the garden would attract children and teens and would be an added feature to the community.

The consensus from the Council was to have the Youth Council move forward with the teen center project. It was indicated that the rest of this school year could be spent in research and gathering information. Then implementation could happen next year. Meg Ryan stated this project would be discussed further at the next Youth Council meeting, and a proposal of the project could be brought back to Council for approval. Council Member Beerman suggested that the Youth Council attend the next council meeting on February 16th to listen to the work meeting item discussing teen programming.

Youth Council Member Watkins moved to approve the Teen Activity Project. Youth Council Member Padan seconded the motion. Voting Aye: Youth Council Members Astie, Downes, Moore, Padan and Watkins. Motion was approved.

Council Open Discussion:

Mayor Thomas indicated the Council needed to prioritize the Top Priorities for work sessions and then address a critical path for how the priorities would be achieved. It was indicated they would be prioritized at next week's work session.

Council Member Henney indicated he appreciated these retreats where the Council Members could discuss and relate in a different setting. He thanked Jed Briggs for his hard work preparing for this retreat. Mayor Thomas thanked staff for giving Council the opportunity to present and discuss their ideas. He also was impressed with how well the Council worked together for the good of the community.

Rob Sletten indicated the Council was doing a great job. He felt the City staff was working hard to make the community great as well. Mayor Thomas stated there was a lot going on in the community and staff had done an amazing job.

With no further business, the meeting went into recess at 4:30 p.m. until the reception.

5:30 p.m. Council Reception – Located at Park City Museum, 528 Main Street:

The reception was held for Council, staff and local businesses in the area. Upon concluding the reception at 7:00 p.m., the meeting was adjourned.

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Michelle Kellogg, City Recorder

PARK CITY COUNCIL MINUTES-DRAFT
1255 PARK AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

February 10, 2017

The Council of Park City, Summit County, Utah, met in open meeting on February 10, 2017, at 9:00 a.m. in the City Council Chambers.

ROLL CALL

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

Council Member Beerman moved to close the meeting to discuss property at 9:00 a.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

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

The Council participated in a service project at the library. Upon completion, the meeting was adjourned at 12:30 p.m.

Michelle Kellogg, City Recorder

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

February 13, 2017

The Council of Park City, Summit County, Utah, met in open meeting on February 13, 2017, at 4:00 p.m. in the City Council Chambers.

ROLL CALL

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

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

Mayor Thomas invited any who wished to address the Council on items not listed on the agenda to do so at this time. No comments were given.

Council Member Gerber moved to close the meeting to discuss property at 4:00 p.m. Council Member Beerman seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

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

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

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

February 16, 2017

The Council of Park City, Summit County, Utah, met in open meeting on February 16, 2017, at 4:00 p.m. in the City Council Chambers.

Council Member Beerman moved to close the meeting to discuss property at 4:04 p.m. Council Member Matsumoto seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

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

WORK SESSION

Council Questions and Comments:

Council Member Matsumoto attended the Special Event Advisory Committee (SEAC). She reported the new committee members were present and the group listened to concerns about Sundance with regard to mitigating traffic. A special focus of the discussion was the pedestrian traffic, and they hoped to see more supervision at crosswalks for safety reasons. Also discussed were the community impacts with the Triple Crown event.

Council Member Beerman commented that the Council retreat was fantastic and he thanked Briggs for helping to make it the most effective and efficient retreat he had attended. He attended the Utah League of Cities and Towns (ULCT) and indicated Roger Tew was the acting director. There was a lot of discussion on nightly rentals, with concern that the bill was not tight enough. Moab and St. George opposed the bill as well as the League, but it passed the House. Council Members Beerman and Gerber attended Rotary and talked to the group about the Council retreat. Council Member Beerman asked Matt Dias to explain the proposed legislation to remove the requirement of providing sprinklers in residential homes. Dias stated the City's water system was very complex and the fire sprinkler bill would have a major impact on the system. He talked to the president of the Home Builders Association and scheduled a meeting for next week, noting this issue was being resolved at the local level, as issues should be resolved. He hoped to update the Council further at the next City Council meeting. Council Member Beerman also informed Council that Moab had committed to match Park City's energy goals.

Council Member Worel attended the PC Advocates group which had a new name, Promise Advocates. She attended the Women in Leadership Committee meeting and indicated they were hosting a networking and panel discussion next week, where Council Members Gerber, Matsumoto and Worel would comprise the panel. She had lunch with the senior citizens and met with Kim Clarke and the Seniors' board, who requested a presentation on the spring projects in the City. She attended the Mental Health and Behavioral Health initiative kickoff and met with the steering committee. Work groups had been formed and there was much participation in this effort. She attended the Library Board meeting and gave highlights of the Council retreat. She noted that she had received emails about code enforcement, especially with regard to the construction mitigation plan. Currently, staff only responded to complaints, and she hoped this topic could be included in a work meeting to discuss other options for code enforcement personnel.

Council Member Gerber attended the Planning Commission meeting where access to Deer Valley was discussed. She thanked Foster, Briggs, and everyone else for making the retreat great. She attended the Friends of the Farm snowshoe event. She noted Betty McPolin, the last of the McPolin family members that was raised on the farm, passed away last week, and Friends of the Farm was considering hanging a plaque at the barn to recognize her. Council Member Gerber attended a Ski Utah networking event in Beaver. She also indicated Jon Henry, another well-known Park City resident, co-founder of Toastmasters, and leader in the community, had passed away as well.

Mayor Pro Tem Henney stated the Council participated in a focused, efficient, and productive retreat, and thanked Mayor Thomas for his significant role in making it successful. He attended a Mountainlands Community Housing Trust meeting, where they announced they would be the developer of the Silver Creek Village affordable housing project and would break ground next spring or summer. He attended the Summit Land Conservancy Board meeting, and noted they had multiple projects underway on the east side of the County, due to their strategic plan. He commented that the effort with Bonanza Flats fundraising was a good example of what keeps Park City Park City. He noted Bridgette Meinhold donated her work of art to the effort, voters authorized the $25 million bond, Mountain Trails matched donations made on KPCW in a one hour time slot, which was the busiest hour ever, and Summit Land Conservancy matched donations made on KPCW during another one hour time slot. He indicated he was proud to live in this community.

Council Prioritization of the Top Priority Items for Future Work Sessions:
Jed Briggs, Budget Manager, presented this item. He explained the strategic plan goals had priorities and desired outcomes. The Council's Top Priorities were things in which the Council would like to see significant progress. Foster asked if Council wanted to see significant progress in the Environmental Health and Conservation of Natural Resources top priorities. Mayor Pro Tem Henney indicated these were discussed during the retreat and were important to the Council. He suggested combining these two priorities in a work session to discuss what should be the focus. Council Member Matsumoto suggested deciding on four top priorities to discuss at work meetings and then see if there was further need for additional discussions after that.

It was decided to schedule work meeting sessions that would discuss the top priorities of Affordability, Historic Preservation, Multi-cultural Citizen Involvement, and Environmental Health and Conservation of Natural Resources.

City Teen Services Discussion:
Adriane Juarez, Amanda Angevine, Tate Shaw, and Vaughn Robinson, managers of Golf, Recreation, Ice, and Library (GRIL), presented this item. Juarez referred to the report in the Council packet and noted the options presented. She indicated they were looking forward to working with the Youth Council. There was discussion on using the Keetley building as a possible Teen Center.

Council Member Gerber indicated in speaking with the Youth Council, she realized that teens did not know all the services that were already offered at the City facilities. Council Member Worel anticipated reviewing the Youth Council study so that gaps could be identified. She spoke with the school sponsor of the Youth Council who offered the journalism class' help in drafting a survey. Council Member Matsumoto asked if the foosball was being used at the MARC. Shaw indicated the foosball was being used, as well as the free admission from 2:00 p.m.-4:00 p.m. window for teens. There were basketball sessions they were participating in and other activities.

Council Member Beerman expressed appreciation for all the activities available and for the well written report. He suggested hosting an event with free coffee that would attract these youth.

Mayor Pro Tem Henney felt there was something else the City needed to tap into. One group of kids was active in these programs but another group wasn't. He thought if the word got out, more teens would come. He really liked the idea of using the Keetley building since it was next to the skate park and library. He thought a different crowd would be drawn to that location. He was looking forward to what the Youth Council would present to Council in the future. Council Member Matsumoto asked if Golf could offer a free bucket of balls at the golfing range for teens. Foster asked Robinson to consider this suggestion and see what times during the week that service could be offered. Council Member Gerber suggested some community ed classes for teens and an internship program for teens. It was indicated these suggestions should be included in the survey. Mayor Pro Tem Henney thought it would be necessary to look through different filters in order to reach all types of teen groups.

REGULAR MEETING

I. ROLL CALL

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

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Foster clarified that public comment was for items not on the agenda, including the Staff Communications Reports.

Staff Communications Reports:

- **Neighborhood Traffic Management Program (NTMP) Update:**

No comments were given.

- **Aerie Drive and Deer Valley Drive Crosswalk:**

Council Member Gerber stated she did not think the Aerie Drive report took into account the trailhead and the associated number of people who crossed the street at that point. Cory Legge, Public Improvements Engineer, stated an intern took a tally of people crossing that street and very few people crossed the street. He added there was a community meeting where residents noted the most frequent times that they crossed. The intern counted the crossings during the times mentioned by the residents and still did not have the count required for a crosswalk. Council Member Gerber stated there were many nonresident trail users who crossed at this point, and she hoped staff would take that into consideration. Matt Cassel, City Engineer, explained that if the neighborhood appealed the decision of not having a crosswalk at that location, then the trail users would need to be addressed. Council Member Beerman stated he understood why it would be hard to have a crosswalk there, and liked the option of taking the trail to the roundabout, where crossing was facilitated. Council Member Matsumoto indicated Deer Valley Drive was a problem and the trail was hidden. She felt people wouldn't want to go out of the way to cross the street.

- **January 31, 2017 Coffee with Council Summary:**

No comments were given.

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

Mayor Pro Tem Henney opened the meeting for those who wished to address the Council on matters not listed on the agenda.

Paul Pilzer indicated he had lived on Aerie Drive for 30 years. He thought the intersection that was considered for a crosswalk was a bad place. He talked about the changes the City made to this subdivision over the past 30 years and felt these changes created the problems that the intersection had today. He stressed this intersection should be a high priority for safety. He also thought the survey missed the tourists and Sundance, and other volume times, which should be taken into consideration.

Stef Krizman stated she lived and worked in the area and now lived in Brighton Estates. She commended the Council for the decision to purchase and preserve Bonanza Flats. She wanted to be good neighbors. There were three organizations in Brighton Estates that disseminated information: the Brighton Estates Property Owners Association, where Mark Fischer was president; the Pine Canyon HOA, headed by Rick Johnson; and the Brighton Estates Community Coalition, which had a great Facebook page. She invited the Council to tour the neighborhood in the winter so they could see it from the residents' viewpoint. She and her neighbors were concerned about access. She distributed a letter to the Council from the residents. Mayor Pro Tem Henney asked if she preferred the current access, which was by snowmobiling. Krizman indicated they preferred no snowplows because they liked snowmobiling.

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from January 26, 2017 and February 2, 2017:

Council Member Beerman moved to approve the City Council Meeting minutes from January 26, 2017 and February 2, 2017. Council Member Worel seconded the motion.

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

V. OLD BUSINESS

1. 2017 Legislative Update:
Matt Dias, Assistant City Manager, indicated the Legislature was halfway through the session. The short term rentals and fire sprinkler bills were discussed in the Council's question and comment period. He distributed a bill list, which summarized the progress of the different bills that were in various stages of approval or review. He noted that he, Council, and staff were working heavily with the City's Representative, Senator and the Utah League of Cities and Towns (ULCT).

Dias indicated the Nightly Rental bill should be amended on the floor of the House of Representatives. He hoped the residents knew this bill was coming up for a vote and would contact their State elected officials if they had concerns. He indicated that next week he would have a summary of how things ended with the Fire Sprinkler bill.

Council Member Beerman noted there was a bill the City should be excited about, with the Quality Growth Commission. This commission was putting a sizable donation into a land conservation fund and was considering using part of the fund to make a contribution towards the purchase of Bonanza Flats.

VI. NEW BUSINESS

1. Consideration to Approve the Joint Clean Energy Cooperative Statement with Rocky Mountain Power in a Form Approved by the City Attorney:
Luke Cartin, Environmental Sustainability Manager, presented this item. He reviewed Moab's decision to match Park City's net zero energy goal and also noted that Pueblo, Colorado, one of the poorest cities in Colorado, had adopted a 100% renewable energy goal as well.

Cartin explained the Joint Clean Energy Cooperative Statement and indicated Rocky Mountain Power (RMP) signed a similar agreement with Salt Lake City last fall. There was some conflict resolution in the document so the entities could work out some differences. He noted that the first date in the document should be modified to April 30th since the current March 31st deadline was hard to meet. There was also a January 1, 2022, deadline, which was a good check-in date on how the City was doing. He felt this document would help the City reach its 2022 and 2032 goals.

Mayor Pro Tem Henney felt encouraged that Cartin saw a path forward in working together with RMP, but he thought having options to do something else would be wise if the partnership didn't agree. Cartin stated if the proposals of both entities were way off, the City would still have the option to go elsewhere. He noted that working with RMP would be an easier path than working without them, and clarified that this was a good faith agreement to work together.

Council Member Beerman was concerned with the wording on Page Two, under Section III of the agreement, and asserted it was his understanding that there would be a dedicated facility to support Park City which would be operated by RMP. Cartin explained multiple options would be presented. Council Member Beerman requested the wording be changed to "The plan will *also* consider and evaluate the following options for further development" instead of *primarily* consider. It was also indicated that not just plans, but a program needed to be in place by 2022 so the 2032 goal would be attainable. Council Member Beerman requested that the wording be changed on Page Four to show that the plan would be successfully implemented. He suggested the wording, "If we have successfully implemented the municipal net zero plan and have the approvals secured. . ." Cartin stated he would change that wording and also asked that Council approve changing the March 31, 2017, date to April 30, 2017, under Section V.

Chad Ambrose, Rocky Mountain Power, indicated these changes were exciting and he looked forward to working with the City.

Mayor Pro Tem Henney opened the meeting for public comment. No comments were given. Mayor Pro Tem Henney closed the public comment portion of the meeting.

Council Member Gerber moved to approve the Joint Clean Energy Cooperative Statement with Rocky Mountain Power as amended in a form approved by the City Attorney.

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

2. Consideration to Approve Resolution 03-2017, a Resolution Adopting Affordable Housing Guidelines and Standards for Park City, Utah:
Rhoda Stauffer, Affordable Housing Programs Manager, and Anne Laurent, Community Development Manager, presented this item. Stauffer reviewed the proposed affordable housing amendments, including adjusting the income targets for affordable housing qualification, adjusting the parameters for waiving construction, development and impact fees, and approving the updated in-lieu fee and calculation. She stated the current resolution targeted 100% of workforce wage (60% Area Median Income - AMI) for rentals and 150% workforce wage (100% AMI) for for-sale properties. She wanted

the proposed income adjustments to reach the lower income households. The proposed income targets would be 45% AMI for rentals and 80% AMI for for-sale properties.

With regard to waiving fees on affordable housing projects, Stauffer reviewed that all construction, development and impact fees on City-sponsored projects with a public interest would be waived. The City would also have the ability to waive all or a portion of fees on private projects that voluntarily included affordable housing. She noted that housing projects which required an affordable housing component would not be eligible for fee waivers.

Stauffer also proposed increasing the in-lieu affordable housing fee to $336,600 per unit, based on the current cost of City-sponsored projects under construction. She also proposed that the in-lieu fee option for developers be evaluated and adjusted annually if needed. Stauffer indicated she was researching other options, and would like to make additional changes to the Housing Resolution in the near future. These options included having a more equitable basis of calculation when assessing an affordable housing obligation, such as square footage or the number of units.

Council Member Worel asked why the City would offer a fee in-lieu option to developers. Stauffer explained this was the lowest priority option when dealing with developers. Sometimes a partial unit was required and the developer could pay the fee in-lieu to cover that partial unit. Council Member Beerman noted the fee in-lieu was a tool meant to be used on a limited basis. Council Member Matsumoto asked if the City's affordable housing cost of $336,600 per unit included land. Stauffer responded in the affirmative. Council Member Matsumoto also asked about the average required AMI of 80% for for-sale units. Stauffer indicated that the developers were required to construct units that were an average of 80% AMI, being between 60%-100% AMI. If the developer wanted to build units that were above 100%, they would also have to build units lower than 60% in order to equal the 80% average.

Council Member Worel indicated if the fees were waived for City projects, the $336,600 per unit wouldn't reflect the actual cost of construction. Stauffer noted the $336,600 was the cost to build a unit including all fees, and indicated fee waivers would be discussed in detail at the March 9th City Council meeting.

Mayor Pro Tem Henney opened the public hearing.

<u>Meg Ryan</u> stated she was on the Affordable Housing Commission. The fee waivers and fee in-lieu were exceptions to the standard. She also suggested that the City and county have a joint discussion with regard to affordable housing.

Mayor Pro Tem Henney closed the public hearing. He asked what collaboration efforts the City had with the county. Stauffer indicated she met with the county and together they were working on a five year affordable housing action plan. Laurent stated there was a Joint Affordable Housing Committee that had been formed as well.

Council Member Matsumoto moved to approve Resolution 03-2017, a Resolution adopting Affordable Housing Guidelines and Standards for Park City, Utah. Council Member Gerber seconded the motion.

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

3. Consideration to Approve the Purchase of the 2017 Golf Fleet in the Amount of $330,793.20 with Intermountain Golf Cars in a Form Approved by the City Attorney:
Vaughn Robinson, Golf Manager, Denise Carey, Golf and McPolin Barn Coordinator, Clint Daley, Maintenance Superintendent, and Nate Roberts, Assistant Golf Pro, participated in this discussion. Robinson indicated this group visited the three golf car manufacturers, then created pros and cons lists, and made a decision to go with Intermountain Golf Cars. The current fleet was five years old and needed to be replaced. Mayor Pro Tem Henney asked if the trade-in value for the old cars was included in the contract. Robinson stated the old golf cars would go out to bid.

Council Member Beerman suggested buying a couple of club cars, which were energy efficient, in order to test them for future use. Robinson noted one was tested for a few weeks, but it was more expensive and the actual energy efficiency was in question. Daley indicated the maintenance department used carts as well and they could buy one and test it out.

Mayor Pro Tem Henney opened the meeting for public comment. No comments were given. Mayor Pro Tem Henney closed the public comment portion of the meeting.

Council Member Matsumoto moved to approve the purchase of the 2017 Golf Fleet in the amount of $330,793.20 with Intermountain Golf Cars in a form approved by the City Attorney. Council Member Beerman seconded the motion.

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

4. Consideration to Approve Ordinance 2017-04, an Ordinance Amending the Land Management Code of Park City, Utah, Revising Chapter 1 - General Provisions and Procedures, and Chapter 11 - Historic Preservation:
Kirsten Whetstone, Senior Planner, presented this item. She indicated the purpose of these amendments were for clarification. The appeals process was amended to be non-

adversarial, the second amendment explained the process of continuation of an item, the third amendment addressed the rezoning of public land, and the fourth amendment was to Chapter 11, changing the time to notice a public hearing from 30 days to 90 days. Whetstone also requested a typo be corrected in Paragraph G from stating "unless the appeal authority grants *a by* either party to enlarge. . ." to "unless the appeal authority grants either party *approval* to enlarge. . ."
Council Member Matsumoto indicated she was happy that the verbiage noted appeals could be expanded upon approval.

Mayor Pro Tem Henney opened the public hearing. No comments were given. Mayor Pro Tem Henney closed the public hearing portion of the meeting.

Council Member Gerber moved to approve Ordinance 2017-04, an Ordinance amending the Land Management Code of Park City, Utah, Revising Chapter 1 - General Provisions and Procedures, and Chapter 11 - Historic Preservation, as amended. Council Member Worel seconded the motion.

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

5. Consideration to Approve Ordinance 2017-05, an Ordinance Approving a Zoning Map Amendment from Residential Medium (RM) District to Historic Residential Low-Density (HRL) District and Recreation Open Space (ROS) at 622, 652, and 660 Rossie Hill Drive as Well as the BLM-Owned Parcels, Park City, Utah:
Anya Grahn, Historic Preservation Planner presented this item. Grahn explained the Planning Commission recommended the zone change but did express concern about the creation of a small island. She noted some corrections in the ordinance: on Page 152 of the Packet, the last Whereas should say "approve *the amended* Zoning Map," and Findings of Fact #7, should say "Rossie Hill Drive and Coalition *View* Court."

Mayor Pro Tem Henney stated it was significant that the Dennis family was in favor of this zone change. He noted the Council had received the emails with regard to this item.

Bryce Panzer, attorney for Dennis family, explained the property dimensions that the Dennis family claimed, which totaled 3/4 of an acre.

Mayor Pro Tem Henney opened the public hearing.

Jeff Camp stated he lived adjacent to the property for 24 years. It was news to him that the Dennis family claimed the whole chunk of land because he had seen the Bureau of Land Management (BLM) divide the property into lots. The last plat he saw showed that the BLM had given a narrow piece to the Dennis family. He noted that Matt Mullin managed to get his property for less than $1 million and was now selling it for over $2 million. Camp asserted the Dennis family homes were squatting on federal land and the Council shouldn't worry that this family wouldn't make money because they were going to make a lot of money. The BLM was mandated by Congress to sell the property as soon as possible, but the process had taken a long time because of the Dennis issue. The BLM wanted to sell the property at auction. He recommended that the homes could be zoned Residential Historic and the remaining piece could be zoned Recreation and Open Space (ROS). The other parcels would be sold at auction.

Council Member Beerman asked what the BLM footprint was. Panzer stated Mr. Camp was referring to a proposal for the grant application. The BLM thought the area occupied was the three residences, but the Dennis family showed that they had occupied the entire parcel, including a barn with animals. The BLM hadn't resolved the issue yet, but the evidence was compelling. Council Member Beerman asked if the family could subdivide the lot. Grahn stated up to eight units could be on the lot based on the lot size.

Harrington advised that if Council did not want to accept the Planning Commission's recommendation, then the item should be sent back to the Planning Commission for further review.

Mayor Pro Tem Henney thought the ROS area should be expanded to give animals a clear path. He was in favor of sending it back to Planning Commission.

Council Member Beerman clarified that zoning this area ROS would cover land that was not already addressed, not changing the zoning of land that had already been addressed. Grahn stated the proposed ROS zone would cover both addressed and unaddressed parcels.

Mary Wintzer stated there was wildlife in the area so a pathway was needed. She supported zoning the area ROS.

Diane appreciated the creativity and the work that went into this zoning. She recommended approving what was presented and then going back to review the other parcel as a possible ROS zone. She stated she would like to continue working together to protect the land.

Bob Gurss indicated he made a statement to Planning Commission. He agreed with Diane and hoped the historic guidelines would be strictly interpreted.

Allison Kitching stated this was a great compromise and everyone appeared to be happy. She hoped to see the parcel next to the Portico Condos also zoned ROS.

Christina Shevler indicated she was legally blind and used the path by the Portico Condos. She would like to see it zoned ROS as well.

Mayor Pro Tem Henney closed the public hearing portion of the meeting.

Council Member Beerman updated the participants that the Portico Condos stairway was in process and Engineering was currently working on it. He thanked the parties for working together to reach an agreement.

Council Member Gerber moved to approve Ordinance 2017-05, an Ordinance approving a zoning map amendment from Residential Medium (RM) District to Historic Residential Low-Density (HRL) District and Recreation Open Space (ROS) at 622, 652, and 660 Rossie Hill Drive as Well as the BLM-Owned Parcels, Park City, Utah. Council Member Worel seconded the motion.

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

Council directed staff to look at the other parcels and consider zoning them ROS or whatever was most appropriate.

Kitching indicated that the parcel by the Mullin property could be a driveway and it would relieve traffic on Rossie Hill Drive and Deer Valley Loop.

6. Consideration to Approve Ordinance 2017-06 , an Ordinance Approving the Kipp Subdivision, Being the Second Amendment to the Aerie Phase One Subdivision, Amending Lot 5 and Lot 6, Located at 1264 and 1276 Aerie Drive, Park City, Utah:

Bruce Erickson, Planning Director, presented this item and indicated the amendment would remove a lot line to accommodate the construction of a home.

Mayor Pro Tem Henney opened the public hearing. No comments were given. Mayor Pro Tem Henney closed the public hearing portion of the meeting.

Council Member Beerman moved to approve Ordinance 2017-06, an Ordinance approving the Kipp Subdivision, being the Second Amendment to the Aerie Phase One Subdivision, amending Lot 5 and Lot 6, located at 1264 and 1276 Aerie Drive, Park City, Utah. Council Member Worel seconded the motion.

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

7. Consideration to Continue an Ordinance Approving the 1061 Lowell Avenue Subdivision Plat Amendment Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Bruce Erickson, Planning Director, presented this item and recommended this be continued.

Mayor Pro Tem Henney opened the public hearing. No comments were given. Mayor Pro Tem Henney closed the public hearing portion of the meeting.

Council Member Matsumoto moved to continue an ordinance approving the 1061 Lowell Avenue Subdivision Plat Amendment pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney to a date uncertain. Council Member Worel seconded the motion.

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

8. Consideration to Continue an Ordinance Approving the Northstar Subdivision First Amended - Vacating Lot 1 Plat Amendment Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Bruce Erickson, Planning Director, presented this item and recommended this be continued.

Mayor Pro Tem Henney opened the public hearing. No comments were given. Mayor Pro Tem Henney closed the public hearing portion of the meeting.

Council Member Matsumoto moved to continue an ordinance approving the Northstar Subdivision First Amended - Vacating Lot 1 Plat Amendment pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney to a date uncertain. Council Member Beerman seconded the motion.

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

9. Consideration to Continue an Ordinance Approving the Main Street Plaza Subdivision, Located at 220 & 250 Main Street Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Bruce Erickson, Planning Director, presented this item and recommended this be continued.

Mayor Pro Tem Henney opened the public hearing. No comments were given. Mayor Pro Tem Henney closed the public hearing portion of the meeting.

Council Member Matsumoto moved to continue an ordinance approving the Main Street Plaza Subdivision, located at 220 & 250 Main Street pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney to March 9, 2017. Council Member Beerman seconded the motion.

RESULT: CONTINUED **Next: 3/9/2017 6:00 p.m.**
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

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

February 19, 2017

The Council of Park City, Summit County, Utah, met in open meeting on February 19, 2017, at 11:00 a.m. in the City Council Chambers.

ROLL CALL

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

PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)
Mayor Thomas invited any who wished to address the Council on items not listed on the agenda to do so at this time. No comments were given.

Council Member Beerman moved to close the meeting to discuss property at 11:00 a.m. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

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

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

- Park City purchased a Sensus brand remote meter reading system through Mountain Land Supply Company in 2009.
- The software supporting this system has not had a major upgrade since that time, and is reaching the end of its service life.
- In order to maintain our ability to remotely read meters, staff is asking Council for authorization to enter a contract to upgrade this system.

Respectfully:

Jason Christensen, Water Resources Manager

City Council
Staff Report

Subject: Meter Reading System Software Update Contract
Author: Jason Christensen
Department: Public Utilities
Date: March 9, 2017
Type of Item: Administrative

Summary Recommendation

Consideration to authorize the City Manager to execute a contract with Mountain Land Supply Company, in a form approved by the City Attorney, for a software license and computer resources to update Park City's remote meter reading system for a not to exceed total of $121,511 in 2017 and not to exceed $40,000 per year in Software as a Service fees in 2018, 2019, 2020, and 2021; and concurrently authorize the City Manager to execute the Sensus Advanced Metering Infrastructure Agreement, as approved by the City Attorney.

Executive Summary

- Park City purchased a Sensus brand remote meter reading system through Mountain Land Supply Company in 2009.
- The software supporting this system has not had a major upgrade since that time, and is reaching the end of its service life.
- In order to maintain our ability to remotely read meters, staff is asking Council for authorization to enter a contract to upgrade this system.

Acronyms

AMI	Advanced Metering Infrastructure
FCC	Federal Communications Commission
MDM	Meter Data Manager
RNI	Radio Network Interface

The Problem

- Software purchased in 2009 to support the remote water reading system is within a year of its End of Life and should be updated.
- Failure to address this problem will result in deterioration and/or failure of our ability to read meters remotely resulting in billing issues and loss of hourly consumption information on the Watersmart customer portal.

Background

- In 2009, Council authorized the Water Department to deploy a remote meter reading system and obtain software licenses from Sensus to support this system.
- This system is the sole system that gathers data for billing, and is also the system that provides data to the WaterSmart portal.

- This software is comprised of two pieces, the Radio Network Interface ("RNI") and Meter Data Manager ("MDM").
- The RNI has reached its end of life and must be updated. This software must be a Sensus RNI to maintain system compatibility and is only available from Mountain Land Supply Company. Staff has received a quote for this software which will cost $79,011 for the first year, and $12,585.60 escalated at 3.5% for each additional year (for a five year-term) **Attachment A.**
- The first years' service will be paid from the capital budget; the additional four years will be paid out of the water operations budget.
- The RNI update will make the current MDM unusable, and therefore the MDM will require an update as well. Both Sensus and third-parties can provide this software.
- Staff issued a Request for Proposals on October 20, 2016. The only response received was from Sensus.
- A selection committee comprised of staff met on December 9, 2016 to review the proposal and officially selected the Sensus system.
- The MDM update will cost $22,500 for the first year and $13,000 escalated at 3.5% for each additional year (for a five year-term). **Attachment B**.
- The first years' service will be paid from the capital budget; the additional four years will be paid out of the water operations budget.
- Park City currently pays approximately $10,000 a year for software support at our tower locations (sites on the top of several peaks that gather the metering data.) This will be reduced to $4,800 escalated at 3.5% for each additional year under our new contract.
- Staff is requesting in this report Council approval of future operating costs. RNI ($12,585.60), MDM ($13,000), Tower Locations ($4,800); all escalated at 3.5% per year and with an additional approximately $10,000 of reserve that decreases each year as costs escalate for miscellaneous as needed work.
- $20,000 has been added to 2017 to cover the Tower Location maintenance and as a reserve for as needed work in the first year.
- The software is moving to a Software as a Service model, meaning that one time upgrade charges like we are paying in 2017 will be replaced with annual smaller payments to maintain and upgrade the system.
- Sensus requires the City to agree to a software license, labeled the Advanced Metering Infrastructure ("AMI") Agreement. **Attachment C.** This agreement is an adhesion contract, which is drafted by Sensus. The City Attorney has reviewed this contract and has found it acceptable, but would like Council to be aware that:
    - It contains a "Four Corners" provision that makes this agreement the sole basis for our relationship with Sensus and was drafted by Sensus.
    - That termination of the agreement may require the City to pay the full five year term of the agreement.

  The background to this agreement is that the staff has had a working relationship with Sensus for 8 years, and finds that the value provided by their product more than supports acceptance of these terms.

- The Sensus system uses licensed Federal Communications Commission ("FCC") radio spectrum and the FCC and Sensus require Park City to lease that spectrum from Sensus to utilize in our system. Park City has previously signed this agreement, and it is included in this packet as **Attachment D**.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Consideration to authorize the City Manager to execute a contract with Mountain Land Supply Company, in a form approved by the City Attorney, for a software license and computer resources to update Park City's remote meter reading system for a not to exceed total of $121,511 in 2017 and not to exceed $40,000 per year in Software as a Service fees in 2018, 2019, 2020, and 2021; and concurrently authorize the City Manager to execute the Sensus Advanced Metering Infrastructure Agreement, as approved by the City Attorney.

   Pros
   a. This contract updates our existing remote meter reading system, and extends the life of the City's investment in this infrastructure.
   b. Timely and accurate data supports Council's Water Conservation goal and is a feature of the WaterSmart system.
   c. Remote reading technology is more cost effective then manual meter readings and accurate data is essential to fairly billing the City's water customers.

   Neutrals
   a. The cost of supporting the remote reading system increased with this update, as do the features available.

   Consequences of Selecting This Alternative
   Staff will update the existing remote meter reading system, enabling the City to continue to rely on this system.

2. **Null Alternative:** If no action is taken, vendor support for this system will end in 2017. It is likely that at some point after that the system will cease functioning without support.

Pros: Cheaper in the short-term, until failure.
Cons: Remote meter reading system would fail, with consequences for billing, the water enterprise fund, and conservation efforts.

3. **Other Alternatives?** Staff could replace this function with a manual process and additional employees; or could seek a different remote reading system that would require an investment of several million dollars in infrastructure, staffing, and software.

Department Review

Public Utilities, Information Technology, Legal, and Executive.

Funding Source

The cost of the update and the first years' service cost are included in a CIP budget. Additional year's annual service fees included in the Water Fund operations budget.

Attachments

A Scope Part 1 (RNI Upgrade)
B Scope Part 2 (MDM Upgrade)
C Sensus AMI Agreement
D Sensus Spectrum Lease Agreement

Tim Brandt
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tim.brandt@mountainlandsupply.us
www.mountainlandsupply.com

MOUNTAINLAND SUPPLY COMPANY

Bill to Customer:

Park City Corporation
PO Box 1480
Park City, UT 84060

Ship to Customer:

Park City Corporation
1884 Three Kings Drive
Park City, UT 84060

Reference: RFP for Software Services - MDM
Salesman: Morgan Evans
Terms: Net 30 Days

Effective: 11/21/2016

Line	Description	Qty	U/M	Unit Price	Extension
	Sensus Analytics Suite Enhanced				
1	Sensus Analytics Suite Enhanced Platform Setup	1	ea	$4,500.00	$4,500.00
2	Basic System Integration of Sensus Analytics Suite Enhanced with Utility Back Office for standard configuraiton (Does not include charges that Eden may require)	1	ea	$2,500.00	$2,500.00
4	System Integration to Sensus RNI 3.x	1	ea	Included	
5	1 day of onsite Education and Training Services	1	ea	$2,500.00	$2,500.00
	TOTAL One-Time Price:				**$9,500.00**
5	Sensus Analytics Suite Enhanced - Annual Fee (up to 5.5K Endpoints) *Apps Included: Device Access, Meter Insight, Report Access, Billing Access, Biling Adapter, Alarm Dashboard, Alert Manager, Water Insight and Data Store.* **Full SaaS solution with all infrastrutres, servers, maintenance and future software upgrades included while a subscriber.** ***All annual Fees are subject to a 3.5% annual increase over a prior year*	1	ea	$10,000.00	$10,000.00
7	Base Datastore - 3 years of data storage ***All annual Fees are subject to a 3.5% annual increase over a prior year*	1	ea	$3,000.00	$3,000.00
	TOTAL Yearly SaaS (2017)				**$13,000.00**
	TOTAL Analytics Suite Enhanced SaaS				**$22,500.00**

Notes:

1. This is a material estimate only and there are no guarantees as to the estimated quantities and all quantities should be reviewed prior to bidding or ordering.
2. ALL items are Special Order and is Non-Returnable
3. All prices quoted herein supersede all prior quotes and are subject to change without prior notice, without exception.
4. Proposal pricing is valid until July 15, 2017.
5. The following items and prices are applicable to the statement of work based upon a commitment of a 5 years on all annual services. All annual fees are subject to a 3.5% annual increas over a prior year.
6. Customer is responsible for backhaul from the base stations to the RNI.
7. Does not include maintenance cost or fees associated with hardware in the field. (Base stations, handhelds, etc.)
8. Does not include Extended Warranty costs associated with hardware in the field. (Base stations, handhelds, etc.)
9. Any additional services from the Professional Services department will requre a meeting to determine the Scope of Work prior to pricing and work to be scheduled.
10. SaaS pricing is subject to the thrms and conditons of the Sensus AMI agreement and is a 5 year contract. Annual fees are due upon the anniversery date.
11. RNI integraion costs to other software systems requre a meeting to determine the Scope of Work prior to pricing and work to be scheduled.

Attachment A Scope Part 1

Tim Brandt
Director of Technical Sales

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SLC, UT 84115

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MOUNTAINLAND
SUPPLY COMPANY

Bill to Customer:

Park City Corporation
PO Box 1480
Park City, UT 84060

Ship to Customer:

Park City Corporation
1884 Three Kings Drive
Park City, UT 84060

Reference: RNI 2.x to 3.x Upgrade to SaaS
Salesman: Morgan Evans
Terms: Net 30 Days
Effective: 11/30/2016

Line	Description	Qty	U/M	Unit Price	Extension
	One Time Costs				
1	Project Management Services (Does not include T&E)	1	ea	$22,200.00	$22,200.00
2	RNI Validation and Testing	1	ea	$6,500.00	$6,500.00
3	RNI 3.X Oniste Education & Training (Includes T&E)	1	ea	$5,000.00	$5,000.00
4	Application Engineering Manager (Does not include T&E)	1	ea	$10,000.00	$10,000.00
5	SaaS Migration Services (Does not include T&E)	1	ea	$10,000.00	$10,000.00
6	RNI SaaS Setup	1	ea	$7,725.00	$7,725.00
7	T&E to be billed on occurance and not to exceed $5,000.00	1	ea	$5,000.00	$5,000.00
	TOTAL One-Time Price:				**$66,425.00**
	Yearly Costs				
8	Annual RNI SaaS Fee **All annual Fees are subject to a 3.5% annual increase over a prior year(RF Services may be required if base stations are required to have upgraded transceivers) ***SaaS is subject to a 5 year contract	1	ea	$12,585.60	$12,585.60
	TOTAL Yearly SaaS (2017)				**$12,585.60**
	TOTAL Analytics Suite Enhanced SaaS				**$79,010.60**

Notes:

1. This is a material estimate only and there are no guarantees as to the estimated quantities and all quantities should be reviewed prior to bidding or ordering.
2. ALL items are Special Order and is Non-Returnable
3. All prices quoted herein supersede all prior quotes and are subject to change without prior notice, without exception.
4. Proposal pricing is valid until July 15, 2017
5. The following items and prices are applicable to the statement of work based upon a commitment of a 5 years on all annual services. All annual fees are subject to a 3.5% annual increas over a prior year.
6. Customer is responsible for backhaul from the base stations to the RNI.
7. Does not include maintenance cost or fees associated with hardware in the field. (Base stations, handhelds, etc.)
8. Does not include Extended Warranty costs associated with hardware in the field. (Base stations, handhelds, etc.)
9. Any additional services from the Professional Services department will requre a meeting to determine the Scope of Work prior to pricing and work to be scheduled.
10. SaaS pricing is subject to the terms and conditons of the Sensus AMI agreement and is a 5 year contract. Annual fees are due upon the anniversary date.
11. RNI integraion costs to other software systems requre a meeting to determine the Scope of Work prior to pricing and work to be scheduled.

Attachment C

Advanced Metering Infrastructure (AMI) Agreement

between

PARK CITY MUNICIPAL CORPORATION
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.
By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Customer: PARK CITY MUNICIPAL CORPORATION
By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Contents of this Agreement:

1. Equipment.
   A. Purchase of Equipment. Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: http://na.sensus.com/TC/TermsConditions.pdf, or 1-800-METER-IT.
   B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
2. Services.
   A. Installation of Equipment. Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
   B. Software Implementation. Sensus shall install and configure the Software on the Server Hardware.
   C. IT Systems Integration Services. Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
   D. Technical Support. Sensus shall provide Customer the technical support set forth in Exhibit B.
   E. Project Management. Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
   F. Training. Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.
3. Software.
   A. Software as a Service (SaaS). Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
   B. UCITA. To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. Spectrum
   A. Spectrum Lease. The parties previously entered into a spectrum manager lease on 1/12/2015 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
5. General Terms and Conditions.
   A. Intentionally Omitted
   B. Limitation of Liability.
      i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
      ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
   C. Termination. Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
   D. Force Majeure. If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
   E. Intellectual Property. No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
   F. Confidentiality. Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
   G. Compliance with Laws. Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which

may render Sensus liable for a violation of applicable laws.

i. Export Control Laws. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.

ii. Anti-Corruption Laws. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.

H. Non-Waiver of Rights. A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.

I. Assignment and Sub-contracting. Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.

J. Amendments. No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.

K. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

L. Restriction on Discovery. The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.

M. Survival. The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.

N. Severability. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.

O. Four Corners. This written Agreement, including all of its exhibits, and the Spectrum Lease represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

P. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

6. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. "*Affiliate*" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.

B. "*AMI System*" identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.

C. "*Confidential Information*" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.

D. "*Echo Transceiver*" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.

E. "*End User*" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.

F. "*Field Devices*" means the meters and SmartPoint Modules.

G. "*FlexNet Base Station*" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

H. "*Force Majeure*" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

I. "*Hosted Software*" means those items listed as an Application in Exhibit A.

J. "*In/Out Costs*" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.

K. "*Intellectual Property*" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

L. "*LCM*" identifies the load control modules.

M. "*Ongoing Fee*" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.

N. "*Patches*" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.

O. "*Permitted Use*" means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.

P. "*Release*" means both Updates and Upgrades.

Q. "*Remote Transceiver*" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.

R. "*RF Field Equipment*" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.

S. "*RNI*" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.

T. "*RNI Software*" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.

U. "*Service Territory*" identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC .

V. "*Server Hardware*" means the RNI hardware.

W. "*SmartPoint™ Modules*" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.

X. "*Software*" means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.

Y. "*TouchCoupler Unit*" identifies an inductive coupler connection from a water register to the SmartPoint Module.

Z. "*Updates*" means releases of the Software that constitute a minor improvement in functionality.

AA. "*Upgrades*" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.

BB. "*WAN Backhaul*" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
  - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Usage License. Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of; (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.

ii. Sensus will provide production and disaster recovery environments for Application.

iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.

iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:

a. Network addresses and virtual private networks (VPN)
b. Standard time source (NTP or GPS)
c. Security access points
d. Respond to relevant alarms and notifications

v. Capacity and performance management. Sensus will:

a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.

vi. Database management. Sensus will:

a. Define data retention plan and policy.
b. Monitor space and capacity requirements.
c. Respond to database alarms and notifications.
d. Install database software upgrades and patches.
e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.

vii. Incident and Problem Management. Sensus will:

a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
b. Respond to incidents and problems that may occur to the Application(s).
c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
d. Correlate incidents and problems where applicable.
e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.

h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:

a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
c. Conduct period penetration testing of the network and data center facilities.
d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
e. Perform Anti-Virus and Malware patch management on all systems.
f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
j. Provide secure web portal access (SSL) to the Application(s).

ix. Backup and Disaster Recovery Management. Sensus will:

a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
ii. Participate in all required configuration and change management procedures.
iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
vii. Responsible for local area network configuration, management, and support.
viii. Identify and research problems with meter reads and meter read performance.
ix. Create and manage user accounts.
x. Customize application configurations.
xi. Support application users.
xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
xiii. Respond to alarms and notifications.
xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "<u>Software as a Service</u>" does <u>not</u> include any of the following services:

i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

i. Calculations

a. "*Targeted Minutes of Operation*" or "*TMO*" means total minutes cumulative across all Applications in the applicable month ("<u>Month</u>") minus the Scheduled Downtime in the Month.

b. "*Scheduled Downtime*" means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

c. "*Non-Scheduled Downtime*" means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

ii. Exceptions. "Exceptions" mean the following events:

a. Force Majeure;

b. Emergency Work, as defined below; and

c. Lack of Internet Availability, as described below.

i. Emergency Work. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

ii. Lack of Internet Availability. Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.

ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.

iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.

iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.

v. Dry pipe pre-action fire detection and suppression systems are provided.

vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer

i. Customer shall promptly pay all Software as a Service fees.

ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.

v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

i. Device Access

a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.

b. Allows a view of the meter interval or register reads.

c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.

d. Allows the current and historical data to be viewed.

e. Allows the current usage to be compared to historical distribution averages.

f. Allows the user to see the meter location on a map view.

g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.

h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).

ii. Meter Insight (provides the following)

a. # of active meters.
b. # of orphaned meters with drill down to the list of meters.
c. # of inactive meters with drill down to the list of meters.
d. # of stale meters with drill down to the list of meters.
e. # of almost stale meters with drill down to the list of meters.
f. # of meters where no read is available with drill down to the list of meters.
g. # of meters with high threshold exceptions with drill down to the list of meters.
h. # of unknown radios with drill down to the list of meters.

iii. Report Access
   a. Allows the user to see meter alarms and choose a report from a list of standard reports.
   b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
   c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
   d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
   e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
   f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
   g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
   h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
   i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
   j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered " exception per day threshold."
   k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
   l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
   m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI.
   n. Users need to enter which billing request file prior to running the report.
   o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access
   a. Initiate the creation of billing export files formatted to the import needs of the billing system.
   b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
   c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
   d. Will store created billing files for a period of three years unless otherwise denoted.
   e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor
   a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

vi. Data Store
   a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
   b. Stored data is available online for reports and analysis.
   c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

i. Alarm Dashboard
   a. Allows the user to summarize and filter alarms by a date range.
   b. Allows the user to review all alarm types on a single screen.
   c. The user can filter out the alarms not wanted on the screen.
   d. Alarm totals can be visualized.
   e. Adds a view of trending alarms over time.
   f. Click to drill down on an alarm to gain more information on specific events.
   g. Click to analyze a specific event on a particular device.

ii. Alarm Console
   a. Follow real time monitors of the alarms coming from Customer's meters.
   b. Provides a single view for all alarms across the entire network.
   c. Allows the user to view trending of each alarm over time.

iii. Alert Manager
   a. Allows creation of alert groups who will be notified when an alarm occurs.
   b. Users can manage alert groups by adding and removing group members.
   c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
   d. Allows creation of an alert from the available system events from smart points and assign to a group.
   e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

D. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
   a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
   b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.

ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.

iii. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.

E. Data Import. The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

F. Customer Acknowledgements.

i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.

ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.

iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.

iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.

v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B

Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).

b) The local distributor.

c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.

2.2. Proactive reporting and resolution of problems.

2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.

2.4. Responding to service requests and product changes.

2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.

4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.

b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.

c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. Problem Escalation Process.

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (http://myflexnetsystem.com/Module/User/Login). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

JASON

Attachment D

FCC Notification for Spectrum Manager Lease
Ownership Disclosure Information
and
Spectrum Lease Agreement
("Agreement")

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer, coupled with Ownership Disclosure Information required for the FCC lease and Part (2) is a Spectrum Lease Agreement between Sensus as Lessor and Customer as Lessee. Together, these two parts create the Agreement.

The number of pages in this Agreement is indicated below, and Customer represents that it has received, reviewed, and completed the entire Agreement. By their signatures below, the parties agree to the terms and conditions set forth in this Agreement. The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

Sensus USA Inc. & Sensus Spectrum, LLC (together, "Sensus")	**Customer: Park City Municipal Corporation (UT)**
Sensus USA Inc. Signature: ____________ Name: Colin Flannery Title: Vice President Date: ____________	Signature: ____________ Name: Jason Christensen Title: Water Business Resource Date: 12/15/2014
Sensus Spectrum, LLC Signature: ____________ Name: Colin Flannery Title: Vice President Date: ____________	Customer contact person for FCC filings: Name: Jason Christensen Phone: 435 615 5331 Email: jason.christensen Customer FRN: 0005758578 Customer Tax ID: 87-6000260

SENSUS

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1

Customer/Lessee Name: Park City Municipal Corp			
Attention To: Jason Christensen		Name of Real Party in Interest: Park City Muni. Corp	
Street Address: 1053 Iron Horse Dr.		City: Park City	
State: UT	Zip: 84060	Phone: 435 615 5331	
Fax: 435 615 4904	Email: jason.christensen@parkcity.org		

Is Customer contact information same as above? ☒Yes ☐No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2

Company Name:		
Attention To:		
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

3

Customer/Lessee is a(n) (Select one): ☐Individual | ☐ Unincorporated Association | ☐Trust
☒Government Entity | ☐Corporation | ☐ Limited Liability Company | ☐General Partnership
☐Limited Partnership | ☐Limited Liability Partnership | ☐Consortium | ☐ Other __________

4

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: __________. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.
Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5

Customer Tax ID: 87-6000260

6

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.

Name Hugh Daniels	
Title: Emergency Programs Manager	
Email: hdaniels@parkcity.org	Phone: 435 615 5185
Personal FRN: 0005758578	
Link for obtaining personal FRN: **https://apps.fcc.gov/coresWeb/regEntityType.do**	

Ownership Disclosure Information

7

Customer/Lessee to list the names of the President and all Board Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a President/Board member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
President: Jack Thomas	☒Yes ☐No	☐Yes ☒No
Board Member: Andy Beerman	☒Yes ☐No	☐Yes ☒No
Board Member: Tim Henney	☒Yes ☐No	☐Yes ☒No
Board Member: Cindy Matsumoto	☒Yes ☐No	☐Yes ☒No
Board Member: Liza Simpson	☒Yes ☐No	☐Yes ☒No
Board Member: Dick Peek	☒Yes ☐No	☐Yes ☒No
Board Member:	☐Yes ☐No	☐Yes ☐No
Board Member:	☐Yes ☐No	☐Yes ☐No
Board Member:	☐Yes ☐No	☐Yes ☐No
Board Member:	☐Yes ☐No	☐Yes ☐No

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

8

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐Yes ☒No

Basic Qualification Information

9

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐Yes ☒No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐Yes ☒No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐Yes ☒No

Customer/Lessee Certification Statements

10

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (*See* Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒Yes

5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: Jason	MI: P	Last Name: Christensen	Suffix:
Title: Water Resource Supervisor		Customer Name: Park City Municipal	
Signature: [signature]			Date: 12/24/2014
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: SPECTRUM LEASE AGREEMENT

Background

A. Customer has bought or will buy or use FlexNet equipment manufactured by Sensus;
B. Sensus is leasing spectrum to Customer to operate the FlexNet equipment;
C. The spectrum that Sensus is leasing is authorized by Sensus' FCC License(s); and
D. Sensus is leasing spectrum to Customer in the area where FlexNet equipment will be operated (the "Service Area").

Agreement

A. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). For use of the spectrum, Sensus shall partition $900 from the annual/monthly or other ongoing fees already being paid by Customer, and such amount is hereby allocated to the spectrum Lease pursuant to this Agreement.

B. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.

C. **Lease Application.** In order to complete the FCC lease application, Customer will:

   i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.

   ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.

   iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).

   iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.

D. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.

E. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.

F. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.

G. **FCC Compliance.** The following FCC requirements apply

   i. Pursuant to 47 CFR 1.9040(a);

      (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;

      (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;

      (c) This Agreement is not an assignment, sale or other transfer of the FCC License;

      (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and

      (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.

   ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

(a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

(b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

H. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

I. **Limitation of Liability.** Each parties' liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively, "Causes of Action") shall be limited to direct damages. Neither party shall be liable for any indirect, incidental, special or consequential damages. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to both parties to enter into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give the maximum protection permitted under law.

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EXHIBIT A

FCC LICENSE(S) AND LICENSED FREQUENCIES

Call Sign	Market Number	Channel Block	Market Name
KNKV203	NWA255	3	U.S. and Possessions

EXHIBIT B

GEOGRAPHIC BOUNDARIES OF UTILITY'S SERVICE AREA

Channels (Base/Remote Frequency)	**Locations** (Coordinates)
940.100-940.150 MHz / 901.100-901.150 MHz	**40 40 32.6 N, 111 32 22.3 W 40 40 32.5 N, 111 32 04.9 W 40 40 55.0 N, 111 32 05.2 W 40 40 54.9 N, 111 31 57.5 W 40 40 58.8 N, 111 31 57.5 W 40 40 58.8 N, 111 31 47.8 W 40 40 45.3 N, 111 31 47.8 W 40 40 45.2 N, 111 31 13.4 W 40 40 58.7 N, 111 31 13.4 W 40 40 58.6 N, 111 30 39.0 W 40 41 08.6 N, 111 30 39.2 W 40 41 08.5 N, 111 30 30.6 W 40 41 11.9 N, 111 30 30.6 W 40 41 11.5 N, 111 29 29.4 W 40 40 58.3 N, 111 29 30.2 W 40 40 58.2 N, 111 28 22.6 W 40 41 48.5 N, 111 28 21.1 W 40 41 08.2 N, 111 27 51.9 W 40 40 58.1 N, 111 27 52.2 W 40 40 45.1 N, 111 28 00.9 W 40 40 45.1 N, 111 28 56.0 W 40 40 32.4 N, 111 28 56.2 W 40 40 32.2 N, 111 29 14.2 W 40 40 14.4 N, 111 29 03.8 W 40 40 16.5 N, 111 28 56.3 W 40 40 19.0 N, 111 28 22.1 W 40 40 28.0 N, 111 28 20.2 W 40 40 27.8 N, 111 28 09.4 W 40 40 18.9 N, 111 28 04.6 W 40 40 13.5 N, 111 28 14.9 W 40 39 59.6 N, 111 27 59.1 W 40 39 54.2 N, 111 28 22.1 W 40 39 39.8 N, 111 28 22.2 W 40 39 39.6 N, 111 28 05.0 W 40 39 34.8 N, 111 28 04.7 W 40 39 26.2 N, 111 27 57.3 W 40 39 22.9 N, 111 27 47.9 W 40 39 12.8 N, 111 27 48.0 W 40 39 12.8 N, 111 27 40.4 W 40 39 04.8 N, 111 27 46.7 W 40 39 11.3 N, 111 27 59.8 W 40 39 06.8 N, 111 28 03.2 W 40 39 01.5 N, 111 27 47.1 W 40 38 50.5 N, 111 27 52.0 W 40 38 49.5 N, 111 27 49.0 W**

	40 38 38.2 N, 111 27 53.9 W 40 38 26.3 N, 111 27 52.5 W 40 38 22.3 N, 111 27 41.1 W 40 38 06.1 N, 111 28 11.1 W 40 38 01.3 N, 111 28 13.8 W 40 37 58.7 N, 111 28 24.4 W 40 37 52.5 N, 111 28 31.7 W 40 37 52.5 N, 111 28 47.7 W 40 37 41.0 N, 111 28 47.8 W 40 37 30.6 N, 111 28 38.1 W 40 37 24.7 N, 111 28 51.9 W 40 37 11.3 N, 111 29 09.6 W 40 37 04.5 N, 111 29 12.5 W 40 36 54.9 N, 111 29 11.5 W 40 36 31.8 N, 111 28 57.7 W 40 36 20.0 N, 111 29 06.5 W 40 36 07.3 N, 111 29 08.2 W 40 35 56.5 N, 111 29 23.7 W 40 36 06.7 N, 111 29 34.6 W 40 36 10.0 N, 111 29 45.5 W 40 36 15.6 N, 111 29 55.5 W 40 36 24.2 N, 111 30 04.7 W 40 36 21.1 N, 111 30 20.1 W 40 36 22.5 N, 111 30 34.7 W 40 36 27.9 N, 111 30 46.7 W 40 36 27.0 N, 111 30 53.0 W 40 36 34.0 N, 111 31 11.8 W 40 36 32.1 N, 111 31 29.0 W 40 36 43.5 N, 111 31 40.5 W 40 36 42.4 N, 111 31 50.6 W 40 36 44.2 N, 111 31 59.4 W 40 36 43.6 N, 111 32 13.1 W 40 36 48.5 N, 111 32 23.2 W 40 36 36.3 N, 111 32 47.0 W 40 36 33.8 N, 111 33 09.9 W 40 36 38.7 N, 111 33 11.3 W 40 36 41.2 N, 111 33 20.2 W 40 36 51.0 N, 111 33 34.8 W 40 36 51.4 N, 111 33 24.2 W 40 36 57.0 N, 111 33 27.1 W 40 36 58.0 N, 111 33 22.3 W 40 37 02.1 N, 111 33 20.3 W 40 37 01.2 N, 111 33 29.5 W 40 37 05.6 N, 111 33 27.2 W 40 37 07.1 N, 111 33 17.9 W 40 37 16.6 N, 111 33 03.7 W 40 37 23.2 N, 111 33 06.5 W 40 37 23.2 N, 111 32 49.0 W 40 37 16.0 N, 111 32 49.0 W 40 37 11.0 N, 111 32 43.5 W 40 37 22.2 N, 111 32 27.5 W 40 38 41.2 N, 111 32 07.4 W 40 38 53.1 N, 111 32 09.7 W

	40 39 01.2 N, 111 31 52.3 W 40 39 13.9 N, 111 31 42.7 W 40 39 13.9 N, 111 31 09.9 W 40 39 06.1 N, 111 31 01.2 W 40 39 30.3 N, 111 31 01.0 W 40 39 30.4 N, 111 31 13.7 W 40 39 40.0 N, 111 31 13.8 W 40 39 45.3 N, 111 31 10.6 W 40 39 45.4 N, 111 31 30.8 W 40 40 00.0 N, 111 31 30.8 W 40 40 05.3 N, 111 31 16.7 W 40 40 06.7 N, 111 30 57.1 W 40 40 17.8 N, 111 31 02.7 W 40 40 19.2 N, 111 31 13.5 W 40 40 11.3 N, 111 31 16.7 W 40 40 05.7 N, 111 31 16.8 W 40 39 59.9 N, 111 31 31.4 W 40 40 00.0 N, 111 31 44.0 W 40 40 05.4 N, 111 31 44.0 W 40 40 06.2 N, 111 32 21.7 W 40 40 32.6 N, 111 32 22.3 W 40 40 32.5 N, 111 32 04.9 W

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

EATS Park City works to ensure every student has access to fresh, nutritious, appealing food and opportunities to develop lifelong healthy food habits. We do this through nutrition education programs and being advocates for improved school food offerings. Although our primary focus has been Park City youth in the school environment, surrounding our young people with supporting messages and resources reinforces behavioral changes outside the school environment. EATS continually seeks ways to provide this supporting, healthy-eating environment throughout our community.

Respectfully:

Michelle Kellogg, City Recorder

City Council
Staff Report

Subject: National Nutrition Month
Author: Michelle Kellogg
Department: Executive
Date: March 9, 2017
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming March, 2017, as Park City Nutrition Month.

Executive Summary

In the spring of 2013, Park City parent, Ann Bloomquist, watched a documentary that sparked her curiosity about what Park City students eat at school. Ann approached local chef Susan Odell who had a similar interest. Together they met with Park City School District's Child Nutrition Services Director, Kathleen Britton, to learn about the school lunch program. What resulted was a partnership that jump-started a movement toward improving school food in Park City, Utah, and the founding of the nonprofit organization EATS (Eat Awesome Things at School) Park City.

The Opportunity

By proclaiming March, 2017, as Park City Nutrition Month, Park City will be promoting a nationwide effort to educate citizens and raise public awareness of the importance of nutrition in the lives of children.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends Council approve the proposed resolution in support of National Nutrition Month.

   Pros
   a. The resolution demonstrates the City's support of EATS Park City.
   b. The resolution promotes healthy food choices and the value of the children in the community.
   c. Supporting this resolution could result in increased health and awareness in the community.

   Cons
   a. No increase in healthy eating habits.

   Consequences of Selecting This Alternative
   Supporting this resolution will demonstrate that the City values young people in the community.

2. **Null Alternative:** No material impact.

Department Review
Legal and Executive Departments

Funding Source
There are no commitments associated with this resolution.

February 17, 2017

To: Park City Council

From: Ann Bloomquist, Executive Director
EATS Park City

RE: March Nutrition Month Declaration

EATS Park City works to ensure every student has access to fresh, nutritious, appealing food and opportunities to develop lifelong healthy food habits. We do this through nutrition education programs and being advocates for improved school food offerings. Although our primary focus has been Park City youth in the school environment, surrounding our young people with supporting messages and resources reinforces behavioral changes outside the school environment. EATS continually seeks ways to provide this supporting, healthy-eating environment throughout our community.

Why? According to current research, more than two-thirds of all adults and nearly one-third of all children and youth in the United States are either overweight or obese.[1] Furthermore, about half of all American adults have one or more preventable, diet-related chronic diseases, including cardiovascular disease, type 2 diabetes, and overweight and obesity.[2] In Utah, the rate of childhood obesity in the last twenty years has increased from 16.9% to 21.3%[3]. By increasing awareness of the effects of poor eating choices, we can help reverse these trends and provide an environment promoting healthy lifestyles.

National Nutrition Month® is a nutrition education and information campaign created annually in March by the Academy of Nutrition and Dietetics. The campaign focuses attention on the importance of making informed food choices and developing sound eating and physical activity habits.

EATS will be promoting National Nutrition Month in several ways throughout March. Some of the planned activities include:

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[1] https://health.gov/dietaryguidelines/2015/guidelines/chapter-2/current-eating-patterns-in-the-united-states/
[2] https://health.gov/dietaryguidelines/2015/guidelines/executive-summary/
[3] National Survey of Children's Health, 2012 http://www.childhealthdata.org/learn/NSCH

- Promoting Veg Out! 30 Ways in 30 Days Challenge - a call to action to eat 30 different vegetables within one month created by Recipe for Success http://vegoutwithrfs.org/get-involved/what/
- Adventure Bites Taste Test on March 8th – Mac-n-Trees where broccoli will be the star vegetable of the day
- Name the EATS Carrot contest in the schools
- Nutrition education activities in selected classrooms

It would be wonderful if our city leaders showed your recognition of the health challenges in our community and your support of educating on healthy food choices by declaring March Park City Nutrition Month.

Resolution 04-2017

A RESOLUTION PROCLAIMING MARCH, 2017, AS PARK CITY NUTRITION MONTH

Whereas, our community recognizes that the success of Utah and our nation is only achieved through healthy, able citizens.

Whereas, research has shown that two thirds of all adults and one third of all children in the United States are either obese or overweight, and that childhood obesity in Utah has increased from 16.9% to 21.3% over the last twenty years.

Whereas, our community can contribute greatly to reversing these trends through encouraging lifelong healthy food habits, increasing awareness of the effects of poor eating choices, and providing healthy food choices in our schools.

Whereas, EATS Park City and the Park City School District are committed to raising awareness of healthy food choices and ensuring every student has access to fresh, nutritious, appealing food.

Whereas, March, 2017, is National Nutrition Month, a nutritional education and information campaign conducted by the United States Academy of Nutrition and Dietetics.

Whereas, community awareness, unity of purpose and the health of our citizens is promoted through activities conducted in concert with the National Nutrition Month.

Now, Therefore, the City Council of Park City, Utah, hereby declares March, 2017, as Park City Nutrition Month.

PASSED AND ADOPTED this 9th day of March, 2017.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Jack Thomas

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____

Mark Harrington, City Attorney

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should make the Second Option Payment of $1 ,500,000 to Wells Fargo which will extend the date of closing on the purchase of Bonanza Flats to no later than June 15, 2017.

Respectfully:

Michelle Kellogg, City Recorder

City Council Staff Report

Subject: Bonanza Flats Purchase
Author: Tom Daley, Deputy City Attorney
Department: City Attorney's Office
Date: March 9, 2017
Type of Item: Administrative

Summary Recommendation
City Council should make the Second Option Payment of $1,500,000 to Wells Fargo which will extend the date of closing on the purchase of Bonanza Flats to no later than June 15, 2017.

Executive Summary
Park City has been aware of the development pressure on Bonanza Flats for decades. There is also long-standing public support for the idea of preserving Bonanza Flats for recreation and open space. On January 12, 2017, PCMC entered into a purchase option agreement with Redus Park City, LLC, a partnership of lenders which now owns Bonanza Flats. Under the terms of that agreement, PCMC may pay Redus Park City, LLC $1,500,000 on or before March 15, 2017, in order to extend the closing date to June 15, 2017. If the second option payment is not made on or before March 15, 2017, the agreement will terminate. PCMC made an initial option payment of $1,500,000 to Redus, LLC on January 13, 2017. PCMC structured its offer on Bonanza Flats as a purchase option in large part because of the $13,000,000 funding gap between PCMC's successful $25,000,000 open space bond, which voters approved in the November 2016 election, and the purchase price of $38,000,000. Staff is encouraged by the progress toward funding the $13,000,000, with Summit County committing to $5.75 million; private fundraising efforts by Utah Open Lands going well; and contributions imminent from Salt Lake County, Salt Lake City Public Utilities, and other public entities. Accordingly, staff recommends Council make the second option payment with the expectation that closing on Bonanza Flats will occur on or before June 15, 2017.

Acronyms
PCMC Park City Municipal Corporation

The Opportunity
The protection from private development of 1,350 acres in Bonanza Flats.

Background
Bonanza Flats is comprised of approximately 1,350 acres of undeveloped and pristine ground situated along Guardsman Pass Road in unincorporated Wasatch County at the upper elevations of the Wasatch Mountains. It is contiguous to Park City's southern

boundary which is also the Summit and Wasatch County line. Bonanza Flats is bordered to the west generally by the ridge line of Clayton's Peak and 10420' which is also the Wasatch and Salt Lake County line. Bonanza Flats is a scenic mountain land parcel with alpine terrain of dramatic stands of conifers, large aspen groves, steep cliff areas, and open meadows.

Park City's long held legacy of successful open space purchases has been the result of voter approved open space bond measures. The purchase and protection of Bonanza Flats would be no exception. The voters' approval of the $25,000,000 open space bond has enabled PCMC to partner in the protection of Bonanza Flats. Bonanza Flats' location and unique conservation character present a valuable conservation resource which merits protection.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize payment of the second option payment of $1,500,000 on or before March 15, 2017.

Pros

a. This would extend the closing date for the purchase of Bonanza Flats to no later than June 15, 2017.
b. Preserving Bonanza Flats as open space is consistent with Council's Priorities and Desired Outcomes and fulfills the General Plan goal of protecting open space whenever feasible.

Cons

While the status of fundraising to close the $13,000,000 gap between the purchase price and PCMC's $25,000,000 open space bond is encouraging, the fundraising is not yet completed. It is possible that PCMC could make the second option payment and still not close on Bonanza Flats.

2. **Null Alternative:** Not making the second option payment would result in the termination of the purchase option agreement.

Analysis

PCMC's pursuit of the protection of Bonanza Flats has required PCMC to tolerate considerable uncertainty and accept a fair degree of risk. In November, Park City voters approved the $25,000,000 open space bond knowing not only that PCMC did not have a deal with the property owner, but that the property owner was then negotiating with a private developer. On January 12, 2017, PCMC entered into a purchase option agreement with the owner of Bonanza Flats, acknowledging that the purchase of the property was "as is" and that there was a $13,000,000 shortfall between the $25,000,000 open space bond and the $38,000,000 purchase price.

As of the writing of this report, Utah Open Lands reports that the current amount raised from private funding sources including matched challenge grants, pledges, and funds received totals $1,550,000. Utah Open Lands further reports that there is at least one additional promising challenge grant on the horizon. The "Coalition" of non-profits may not meet its goal of $3,000,000 from private sources, but Utah Open Lands notes additional funds from other entities, including the State's LeRay McAllister Fund, which could yield $500,000 for Bonanza Flats, as possible sources which will bring it near to its goal.

Additionally, Summit County has committed to $5.75 million, and pending commitments from Salt Lake Public Utilities, Salt Lake County, and other governmental entities indicate that funding from these entities, in response to requests made by PCMC and Utah Open Lands, would bring PCMC within $1 to $1.2 million of closing the $13,000,000 gap.

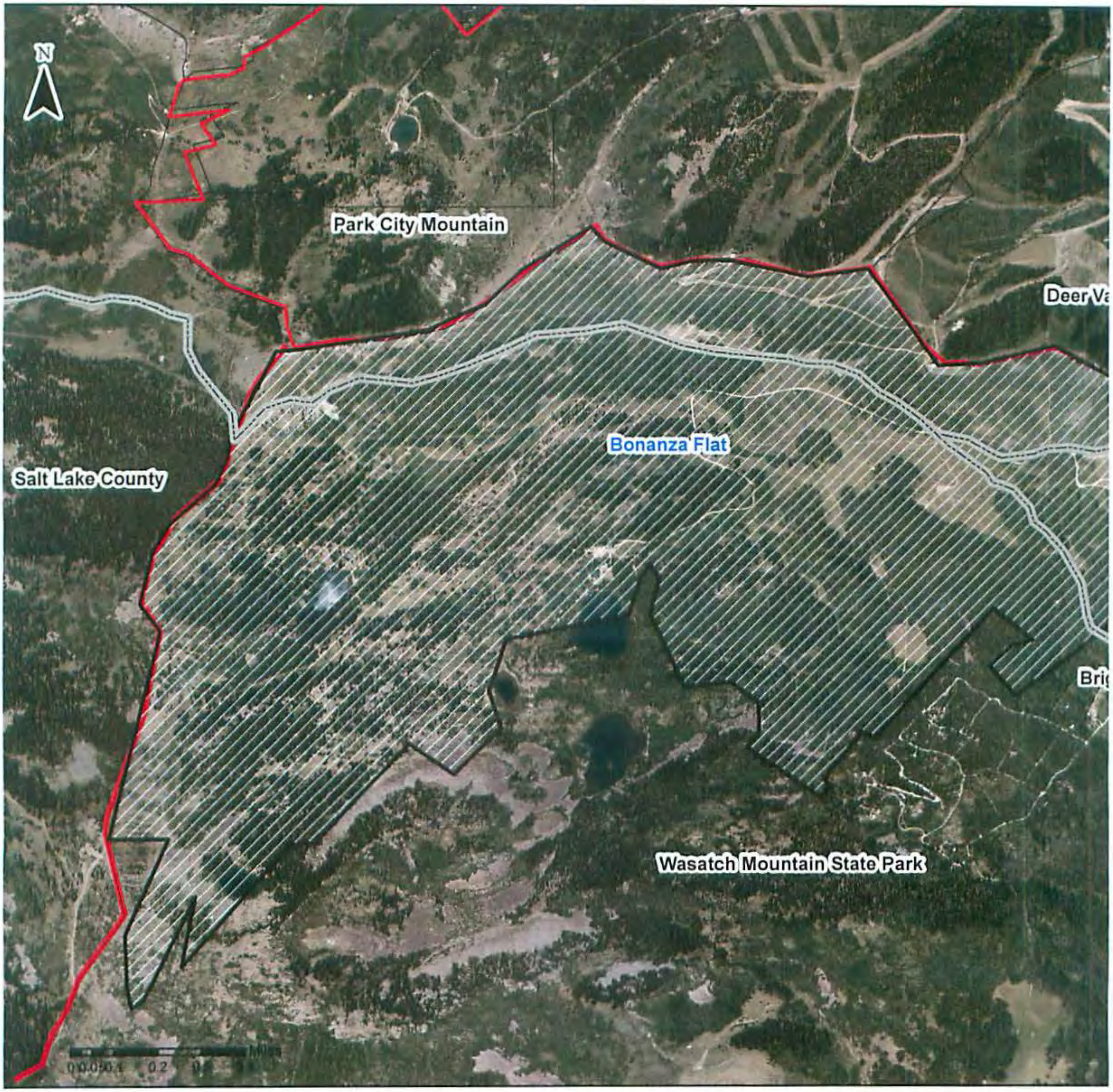
Utah Open Lands and staff note that the commitment from Salt Lake County will likely be the most significant factor in whether the $13 million gap is closed.

Department Review
This report has been reviewed by the Executive Department, Budget and Finance Department, and the City Attorney's Office.

Funding Source
The second option payment of $1,500,000 would come from existing and available open space funds, which would be reimbursed by bond proceeds when PCMC issues its $25,000,000 Bonanza Flat open space bond.

Attachments
Attachment A: Image of Bonanza Flats

Attachment A



DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Each week during the 2017 Legislative Session, staff will provide a verbal update and synopsis of the Session to date, as well as an updated Legislative bill tracking list at the meeting for Council and the public's review.

Respectfully:

Michelle Kellogg, City Recorder

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Summit County has entered a contract for service with Bewegen Technologies, Inc. (Bewegen) to provide e-bikes and support facilities necessary to implement and operate an electric pedal-assist bike share system centered along the within Park City and unincorporated Snyderville Basin portion of Summit County corridor. The City and County have jointly pursued this investment to better meet regional transportation goals identified the General Plan and Traffic and Transportation Master Plan - to increase access to and the attractiveness of transit and active modes of travel and to reduce rates of Single-Occupancy-Vehicle (SOV) use and associated VMT and air quality impacts.

Subject to City Council's authorization to approve a MOU between the City and the County for cost sharing of the program, launch of Phase 1 of the e-bike share system is scheduled for late June 2017, at which point the system infrastructure will include 80 e-bikes and nine stations with a total of 160 docks at the following proposed locations:

- Tanger Outlets
- New Whole Foods
- Kimball Junction Transit Center
- Newpark Plaza
- Canyons Transit Center
- Prospector Square
- Town Lift Plaza or Fresh Market
- Old Town Transit Center
- Park City Library

The MOU defines Park City's and Summit County's plan to jointly fund the initial, or Phase 1 project, totaling a contract amount of $489,121.70. In addition, Park City and Summit County have identified an opportunity to later expand the initial system with a Phase 2 rollout of additional e-bikes and station and wayfinding infrastructure when funds from a TIGER grant awarded by the Federal Transit Administration become available (no earlier than May 2017). The County will be required to provide a 20 percent match when applying the Tiger grant funds toward Phase 2. It is anticipated that these matching funds will come from the County-wide transportation tax recently approved by Summit County voters. While the City is contributing more funding under Phase 1 it should be noted that local transportation tax and TIGER funds will fund the Phase 2 stations within the city limits at no additional cost to the City's existing Transit

Fund.

The draft Memorandum of Understanding (MOU), which defines the program and funding structure for Park City Municipal's partnership with the County on this project and the contract between the County and Bewegen are included herein as Attachment A. Additionally, the County staff report on this matter can be found by clicking on the following link: Electric Bike Program and Contract Execution <http://summitcounty.org/DocumentCenter/View/4457>

Respectfully:

Alfred Knotts, Transportation Planning Manager

City Council
Staff Report

Subject: Update and Approval of City/County Interlocal Agreement Regarding E-Bike Share Program

Author: Alfred Knotts, Transportation Planning Manager
Julia Collins, Senior Transportation Planner
Matthew Hartnett, Associate Transportation Planner

Department: Transportation Planning

Date: March 9, 2017

Type of Item: New Business

Summary Recommendation

City Council should receive an update related to the joint Park City and Summit County regional electric bike share program found in this report and authorize the Mayor to enter into a Interlocal Agreement (ILA) between the City and the County for cost sharing of the electric bike share program in the amount of $300,000 in a form approved by the City Attorney.

Executive Summary

Summit County has entered a contract for service with Bewegen Technologies, Inc. (Bewegen) to provide e-bikes and support facilities necessary to implement and operate an electric pedal-assist bike share system centered along the within Park City and unincorporated Snyderville Basin portion of Summit County corridor. The City and County have jointly pursued this investment to better meet regional transportation goals identified the General Plan and Traffic and Transportation Master Plan – to increase access to and the attractiveness of transit and active modes of travel and to reduce rates of Single-Occupancy-Vehicle (SOV) use and associated VMT and air quality impacts.

Subject to City Council's authorization to approve a ILA between the City and the County for cost sharing of the program, launch of Phase 1 of the e-bike share system is scheduled for late June 2017, at which point the system infrastructure will include 80 e-bikes and nine stations with a total of 160 docks at the following proposed locations:

- Tanger Outlets
- New Whole Foods
- Kimball Junction Transit Center
- Newpark Plaza
- Canyons Transit Center
- Prospector Square
- Town Lift Plaza or Fresh Market
- Old Town Transit Center
- Park City Library

The ILA defines Park City's and Summit County's plan to jointly fund the initial, or Phase 1 project, totaling a contract amount of $489,121.70. In addition, Park City and Summit County have identified an opportunity to later expand the initial system with a Phase 2 rollout of additional e-bikes and station and wayfinding infrastructure when funds from a TIGER grant awarded by the Federal Transit Administration become available (no earlier than May 2017). The County will be required to provide a 20 percent match when applying the Tiger grant funds toward Phase 2. It is anticipated that these matching funds will come from the County-wide transportation tax recently approved by Summit County voters. While the City is contributing funding greater percentage of funding than the County under Phase 1, it should be noted that local transportation tax and TIGER funds will fund the Phase 2 stations within the city limits at no additional cost to the City's existing Transit Fund.

The draft ILA, which defines the program and funding structure for Park City Municipal's partnership with the County on this project and the contract between the County and Bewegen are included herein as Attachment A. Additionally, the County staff report on this matter can be found by clicking on the following link: Electric Bike Program and Contract Execution

Acronyms

ILA	Interlocal Agreement
SOV	Single Occupancy Vehicle
TIGER	Transportation Investment Generating Economic Recovery

The Problem

In order to progress toward City and County's goal of a more sustainable regional transportation system, the City and County must work jointly to create a more complete multimodal network that provides users with attractive alternatives to automobile travel. While the City and County have made significant investments in bicycle and pedestrian facilities additional facilities and programs are necessary to continue to promote alternatives to SOV travel. This phased e-bike share program implementation will increase the accessibility and attractiveness of active transportation and offer improved first mile/last mile connectivity to transit services within Park City and the Snyderville Basin.

According to the League of Cities, the benefits of bike share are numerous:

- Low cost public transit option
- Cost effective infrastructure investment
- Reduces congestion and wasted fuel
- Creates and improves access to jobs
- Boosts retail exposure and home values
- Increases connectivity
- Encourages physical activity
- Decreases air pollution

Further, system performance on other bike shares in similar areas around the country has demonstrated the following successes:

- Aspen: In the 180 days following program launch, there were 21,000 rides taken by 2,600 unique riders; an average of 121 rides per day. 62 percent of those rides were taken by season pass holders.
- Boulder: In one year, more than 85,000 trips were taken; 9,748 gallons of gasoline saved; and 186,852 pounds of carbon emissions were spared
- Denver: In 2015, Denver's "B--Cycle" provided 363,002 rides, with half of riders using "B--Cycle" at least twice per week. 46 percent of trips replaced car trips and 31 percent of "B--Cycle" users jointly use transit.
- Portland: In the first three weeks of operation, Portland's "Biketown" users have taken 45,527 unique trips, logging 108,316 miles; about 1.9 trips per day per bike

Background
In April 2016, Bewegen was contracted to complete a feasibility study for an e-bike share program in Park City and the Snyderville Basin. The feasibility study included the following findings and recommendations:

- A system for western Summit County should center on two core service areas, Park City and Kimball Junction, with additional infrastructure and wayfinding to support riders traveling to and from Canyons Village
- It is anticipated that the annual operational costs will be fully recovered by revenues from user fees and sponsorships.
- An e-bike share system can be successful in western Summit County, even if implemented in phases
- Staff will monitor and evaluate the program on an monthly basis and provide an annual report to Council as appropriate on usage and cost.

On February 1, 2017, Caroline Rodriguez, Regional Transportation Planning Director for Summit County, reported to Summit County Council on the status of the e-bike share program planning process and recommended that County Council authorize the County Manager to enter a contract for service with Bewegen as well as a ILA with Park City Municipal which was approved unanimously. This County staff report can be found in its entirety at the following link: Electric Bike Program and Contract Execution

In regards to the contractual obligations by Bewegen, day--to--day operations, logistics, and maintenance of the e--bike share program will be managed on the ground by Corps Logisitcs, a veteran--owned business and part of the Bewegen team. At the very least, the Corps Logistics staff will include a manager, bike mechanic, station technician, redistribution/cleaning technician, and first--level customer service representatives. As the contracting entity, Summit County will have supervisory oversight, with assistance from Park City Municipal staff. Below are additional details related to the e-bike program and associated contract between Summit County and Bewegen:

- Each bike is inspected every two weeks
- Routine maintenance occurs monthly
- Station cleaning every two weeks
- Graffiti removal within 48 hours
- Snow removal within 24 hours
-

- Summit County has entered into a contract structure with Bewegen whereby Summit County and its partners are responsible only for the capital costs of start--up and any upgrades and incur no on--going operations costs. Bewegen agrees to cover all operating costs of the system in exchange for the opportunity to sell naming and sponsorship rights to commercial entities.
- The program will be operated from April 1 to December 31 of each year, with initial program launch scheduled for June 2017. From January to March of each year, bikes and docks will be removed for routine annual maintenance.
- A major component of the program is the fully integrated IT solution, encompassing a full web site and mobile app that is completely customizable and staffed by a 14 member team. The web site is fully hosted by Bewegen and requires no training of or staff support from City of County IT staff. The IT solution also includes a number of robust monitoring features that will allow City and County staff to track usage and performance of the system.
- Additionally, part of IT is the "virtual station." Virtual stations allow users to use their smart phone to create a temporary station and park their electric bikes in areas without a physical docking station, for a specified period of time, so that the bikes can be used for multi--stop trips.
- Prior to launch, Bewegen will be responsible for a complete marketing and public relations campaign, including social media, an "awareness squad," pre--launch promotions, membership campaigns, and community surveys

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the City/County for cost sharing of the electric bike share program

   Pros

   - The City and County will now be equipped to implement Phase 1 of the e-bike share program as well as have established the partnership necessary to move forward on Phase 2 once TIGER and local transportation tax funds become available

   Cons

   - Staff has not identified any cons associated with this alternative
2. **Null Alternative:** Council could choose not to approve the City/County ILA for cost sharing of the electric bike share program

   Pros

   - The City will not be committing any resources

Cons

- Implementation of the e-bike share program will not be available within the Park City city limits
- The attractiveness and effectiveness of the program will be limited as bikes rented in the Snyderville Basin will not have charging infrastructure within the city limits thereby limiting the range and number of trips
- The City will forgo an opportunity to make reasonable progress on two of the Council's Critical Priorities, transportation and energy, as well as the opportunity provide a more robust multimodal transportation system

Department Review

This report has been reviewed by the Executive, Legal, Sustainability, and Transportation Planning departments.

Funding Source

Transit Funds will be used to fund Phase 1 of the program. Phase 2 will be funded by a combination of local and federal funds.

Attachments

Attachment A – Interlocal Agreement

Attachment A

INTERLOCAL COOPERATIVE A G R E E M E N T
Between
SUMMIT COUNTY AND PARK CITY MUNICIPAL
For
COST SHARING THE PARK CITY/SUMMIT COUNTY E-BIKE SHARE PROGRAM

THIS COOPERATIVE AGREEMENT, (the "Agreement") made and entered into this _______ day of ________ 2017, by and between **SUMMIT COUNTY,** a political subdivision of the State of Utah, hereinafter referred to as **"County," and PARK CITY MUNICIPAL CORPORATION,** a Municipal Corporation of the State of Utah, herinafter referred to as "**City.**" The City and the County are hereafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties are local governmental units and "public agencies" and are therefore authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage, and

WHEREAS, the County and the City are working closely together towards an integrated transportation plan for western Summit County; and; and

WHEREAS, on or about February 17, 2017 the County entered into a service agreement with Bewegen Technologies Inc. (hereinafter referred to as "Bewegen"), who shall provide a bike-share program for the County and City (see **Exhibit A)** (hereinafter referred to as "Project"); and

WHEREAS, it has been agreed to the advantage of both Parties hereto to be included as part of above said Project; and

WHEREAS, the Parties desire to cooperate with each other in funding and sharing the costs of the Project;

WHEREAS, the Parties desire to enter into an agreement whereby their respective responsibilities concerning the Project are specifically set forth.

NOW THEREFORE, in consideration of the mutual promises set forth herein the Parties agree as follows:

1) **Project**
The County, through its Transportation Planner, and with input from the City entered into a service agreement dated February 17, 2017 with Bewegen, a Canada-based company that specializes in bike share programs, to provide services including but not limited to bikes, bike stations, website and mobile applications, and reporting as it relates to the Park City / Summit County bike share Project. The service agreement that the County entered into with Bewegen is attached hereto as Exhibit A. The Parties agree to cooperate with each other in providing documents and other pertinent information requested by Bewegen necessary to enable them to prepare and complete the tasks.

The Parties shall, through their respective Transportation Planners, work together to jointly determine the number of bikes to be purchased by the City and the County, the station locations within the City and the County, the location of wayfinding and advertising panels within the City and the County, and other aspects of the bike-share program in an effort to create an integrated transportation plan for the City and the County.

2) **Finance and Budget:**
Bewegen has estimated the budget for the Project at $937,585.05 which the City shall pay $300,000. The Parties hereby agree that each shall be financially responsible for those aspects of the Project that are located within the boundaries of their respective jurisdictions (for example, the City shall be financially responsible for station locations and wayfinding that is located within the City). The County shall be responsible for paying Bewegen upon receipt of invoice(s) as outlined in the service agreement. The County shall send the City an invoice for its portion of the costs, as outlined above, which the City agrees to pay within thirty (30) days of receipt. The service agreement provides for costs for additional services available to the Parties. The Parties hereby agree that the Parties must mutually agree in writing to provide for additional funds related to these optional services through an amendment to this agreement.

3) **County Responsibilities:** The County shall be responsible for all matters pertaining to administering the Project and the services agreement with Bewegen and shall further be responsible for providing funding as set forth in paragraph 2 above.

4) **City Responsibilities:** The City shall be responsible for providing funding as set forth in paragraph 2, above.

5) Pursuant to UCA, §11-13-206, the Parties agree that they do not by this agreement create an interlocal entity.

6) Pursuant to UCA, §11-13-206, the term of this ILA shall commence upon the Effective Date and shall terminate upon termination of the County's service agreement with Bewegen which is February 1, 2022 and is outlined in Exhibit A. This ILA may be extended by mutual written consent of the Parties. .

7)Pursuant to UCA, §11-13-206, the Parties agree that this Agreement may be terminated, with or without cause, by either Party upon at least thirty (30) days notice to the other Party, in which event an accounting shall be made of all funds, whether spent, unspent, or encumbered, as of the effective date of termination.

8) This Agreement may not be assigned by either Party.

9) The Parties are governmental entities subject to the Governmental Immunity Act of Utah, UCA §§63G-7-101 thru 904 (1953, as amended). Each Party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying Party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act of Utah, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

10) This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

11) This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12) Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.

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

14) If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.

15) Party represents that it has the authority to enter into this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

SUMMIT COUNTY,
A Political Subdivision of the State of Utah

By ________________________________

Date________________________________

PARK CITY CORPORATION,
A Municipal Corporation in the State of Utah

By____________________________________

Date__________________________________

EXHIBIT A

Agreement

between

Summit County

and

Bewegen Technologies Inc.

THIS AGREEMENT, (this "Agreement") made this 17th day of FEB. 2017 by and between **Summit County,** a political subdivision of the State of Utah, whose address is 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017 (the "County") and **Technologies Bewegen, Inc.** aka **Bewegen Technologies, Inc.**, a corporation formed in Quebec, Canada whose address is 9095, 25th avenue, Saint-Georges, Quebec, Canada, G6A 1A1 (the "Contractor"). The County and Contractor each is a "Party" and collectively they are referred to as the "Parties".

WITNESSETH:

WHEREAS, the County, awarded Contract #________ – **The Design, Installation, Operation and Maintenance of a Bike Share System**, to the Contractor, who agreed to supply all labor, materials and equipment, and perform all work required to satisfactorily deliver all items awarded in Contract #________, in strict accordance with the Request for Qualifications for an ebike share pilot program in Snyderville Basin (the "RFQ"), Bewegen's Proposal (the "Proposal"), all drawings, conditions, covenants, stipulations and terms contained in this Agreement, and all documents incorporated by reference, which are on file at the Bureau of Purchases and collectively are in all respects made a part of this Agreement; and

WHEREAS, one of the County's conditions of such award was that the Contract #________ terms be formalized by this Agreement executed by the County and the Contractor.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINED TERMS:

Unless defined herein, defined terms in this Agreement shall have the meaning stated in the RFQ.

II. SCOPE:

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all labor, materials and equipment necessary for full performance therefor, as are identified and designated as Contractor responsibilities throughout this Agreement and as set forth in the "SCHEDULE B: SYSTEM OPERATIONS" and incorporated herein. In addition, Contractor shall meet the reporting requirements outlined in "SCHEDULE C: REPORTS" attached hereto and incorporated herein. Together, these services are referred to herein as "the Project."

III. TERM:

This Agreement shall commence immediately upon the date of execution of this Agreement (date stated above) and shall terminate five (5) years thereafter, with a five (5) year extension allowed at the option of the County. Such extensions shall be automatic, and shall go into effect with or without written confirmation from the County to the Contractor.

IV. PAYMENT SCHEDULE:

1. A purchase order ("PO") shall be issued by the County to the Contractor. The Contractor will receive the purchase order by email.

2. Fees shall be calculated pursuant to "SCHEDULE A: SYSTEM PRICING." The County shall make payments to the Contractor as follows:

a) Fifty percent (50%) of the total capital cost amount, representing an amount of **$244,560.85** at the execution date of this Agreement, and;

b) The balance of **$244,560.85** upon receipt and final acceptance of the equipment and/or services invoiced as shown on and in accordance with instructions on the PO release and as provided above.

3. The pricing of bike-share equipment is attached as Schedule A, "System Pricing." The County and the Contractor jointly agree that any future purchase(s) of additional bike-share equipment shall be made at the same price(s) quoted in this Agreement, with adjustments to be made only to account for changes in the Consumer Price Index.

4. No payment shall be made for any service rendered by the Contractor except for services identified and set forth in this Agreement.

5. For all "extra" work the County requires, the County shall pay the Contractor for work performed under this Agreement as subsequently agreed to by both parties in writing.

V. RECEIPT OF THE EQUIPMENT:

1. In accordance with the RFQ, the Contractor will deliver, at the County's costs with prior written approval, the initial Bicycles, Docks, Stations, Kiosks, and related equipment to nine of the County's designated location, as specified in Schedule D, "Potential Bike Share Station Locations, (subject to revision by County)" within twenty two (22) weeks from the County's issuance of a PO.

2. All equipment will be provided with a five year warranty and conform to the specifications of the PO and this Agreement in all material respects.

3. For future orders, the parties may agree to modify the specifications at the time of order, provided that such changes account for compatibility with previously delivered equipment.

4. The County will inspect and accept (or reject) the equipment after delivery to the County's designated location(s) in Summit County, Utah, USA.

VI. OPERATION & PAYMENT DETAILS:

1. The Contractor, in consultation with Corps Logistics LLC, will operate the System for the County, as described in "SCHEDULE B: SYSTEM OPERATIONS" attached.

2. Operating Costs, as defined in the RFQ and estimated at **$1,750.00** per bike per year will be fully covered by system revenues and the Contractor will assume all financial risks related to operations revenues and operations costs. In the event that revenues are not sufficient to cover operations costs, the loss will be entirely assumed by the Contractor. Shall the operations revenues be higher than the operations costs, the Contractor shall assume the profit.

VII. OPERATIONS & SPONSORSHIP MANAGEMENT:

1. The Contractor shall hold decision making authority for all actions impacting the scope of work described in clause VI (*Operation & Payment Details*) above, and "SCHEDULE B: SYSTEM OPERATIONS" attached, while working in good faith to ensure that the goals and objectives of the County are reflected in its bike-share system.

2. The Contractor and its partners shall own and manage all sponsorship agreements, and equally have the right to renegotiate sponsorship agreements and rescale sponsorship levels as necessary.

3. The Contractor shall have the exclusive right to sponsorship and branding of the website and supporting infrastructure provided that it is in accordance with applicable local laws and regulations. With respect to sponsorship and branding of all bike sharing equipment, Contractor shall receive prior approval of the County to ensure that the following is not displayed on any bike sharing equipment:
1. information that is false, misleading or deceptive;
2. information that relates to an illegal activity
3. information that is explicit sexual material, obscene material, or material harmful to minors
4. advertisements of tobacco products
5. information that depicts violence and/ or anti-social behavior7. commentary, advocacy, or promotion of issues, candidates, and campaigns pertaining to political elections or political issues.

VIII. SYSTEM PLANNING, PERMITTING & CONNECTION:

1. The quoted planning scope includes one (1) onsite planning session and one (1) standard planning package and engineering drawing per station that demonstrate station locations in accordance with the measurements appropriate for the installation team.

2. All station implementation costs, including but not limited to real estate, permits, right of way and parking shall be waived for the placement of all stations within the system service area.

3. The County is to provide all grid connection works as an in kind service including the provision of all required authorization and/or official permission to connect to street equipment, conduit or other grid connections at no cost.

IX. LICENSE:

1. The Contractor grants the County and the County accepts a non-exclusive, non-transferable, non-assignable, object code license to use the software components of the Bike Share System which conform to the RFQ, but excluding any software components supplied by the County, its employees, officers, agents or other subcontractors, to be incorporated into the Bike Share System (the "Software").

2. For purposes of this license grant, use includes the County's, its elected/appointed officials, its municipal agencies and departments, its employees, agents, contractors, consultants, and representatives right to use, load, store, run, display, transmit, configure, and copy for back-up the Software or any part thereof.

3. No license is granted to the County to decompile, reproduce, dissemble, reverse engineer, redistribute, sell, sub-license, or transfer the Software. Additionally, the County is prohibited from removing or altering any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software.

4. All patents, copyrights, mask works, trade secrets, and other proprietary rights in or related to the Software are and will remain the exclusive property of the Contractor, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software are used or licensed.

5. The Contractor warrants that the Software does not infringe or otherwise violate any intellectual property rights, including patent, copyright, trademark, or trade secret. The Contractor agrees to defend at its expense any action brought against the County to the extent based on a claim that the Software violates an intellectual property right. The Contractor will indemnify the County and pay any costs and damages finally awarded against the County in such action that are attributable to such claim, provided that the County promptly notifies the Contractor in writing of the claim (provided, however, that the failure to so notify shall not relieve the Contractor of its indemnification obligations), allows the Contractor to control the defense, provides the Contractor with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Contractor's prior written consent. Should the Software become, or in the Contractor's opinion be likely to become, the subject of any intellectual property claim, the County may at its sole option direct the Contractor to (i) procure for the County the right to continue using the Software, (ii) replace or modify the Software so as to make it non- violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the County shall be entitled to an equitable adjustment of monies paid under the Contractor for the license(s) granted in this Agreement.

6. In the event the Contractor becomes insolvent or goes out of business during the term of this Agreement, the County shall promptly be provided with the source code of the Software at no additional cost. All Software, copyright and trademark ownership shall remain the property of the Contractor or their surviving members or founders.

7. License Fee: The parties agree that the license fee for the Software is included in the County approved Operating Costs. In the event that this Agreement terminates, the County agrees to pay and the Contractor agrees to accept **$180.00 per** Bicycle annually to preserve the Software license provided herein. The parties further agree that the Contractor shall be prohibited from increasing the per Bicycle fee for the Software licenses granted herein by an amount exceeding the annual Consumer Price Index in Utah.

X. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent Contractor/County relationship will be created by this Agreement. No agent, employee, or representative of the Contractor shall be deemed to be an employee, agent, or representative of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof.

CONTRACTOR EMPLOYEE/AGENTS.

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

XI. HOLD HARMLESS INDEMNIFICATION

Each Party shall indemnify and hold the other Party and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the other Party arising out of, in connection with, or incident to the execution of this Agreement and/or the Party's defective performance or failure to perform any aspect of this Agreement; The Contractor expressly agrees that the indemnification provided herein constitutes the Contractor's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Contractor claims or recovers compensation from the County for a loss or injury that Contractor would be obligated to indemnify the County for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

XII. INSURANCE

Contractor, at its own expense, shall maintain sufficient liability insurance against claims or lawsuits which result from the actions of Contractor or its employees or agents. Contractor shall provide to the County an Endorsement to the Insurance Policy designating the County as an additional primary insured. Such Endorsement shall provide that such insurance coverage is primary and not contributory to any insurance policy maintained by the County.

Requirements are as follows: General liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury, and property damage.

XIII. TREATMENT OF ASSETS; OWNERSHIP OF WORK PRODUCT

Title to all property furnished by the County shall remain in the name of the County and the County shall become the owner of the work product and other documents, if any, prepared by the Contractor pursuant to this Agreement (contingent on County's performance hereunder). Ownership of the work shall apply regardless of the form of the work product, including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

XIV. COMPLIANCE WITH APPLICABLE LAWS

Contractor, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement. Such laws include, without limitation, the following:

a. Sexual Harassment. Contractor agrees to abide by Utah Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

b. State Discrimination Laws. Summit County is an Equal Opportunity Employer. Contractor agrees to comply with UCA Title 13, Chapter 7, which prohibits discrimination on the basis of race, color, sex, religion, ancestry, or national origin. If any assignment or subcontracting has been authorized by the County, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions of this paragraph.

c. Title VII of the Civil Rights Act of 1964. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352), as amended, which prohibits discrimination on the basis of sex, race, color, or national origin.

d. Age Discrimination Act of 1975: Contractor agrees to comply with the Age

Discrimination Act of 1975 (Pub.L. 94-135), as amended, which prohibits discrimination on the basis of age.

e. Section 504 of the Rehabilitation Act of 1973. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, which prohibits discrimination on the basis of disability.

f. Americans with Disabilities Act. Contractor agrees to comply with the Americans with Disabilities Act (Pub. L. 101-336, 28 CFR Part 36), as amended, in regard to employment, public accommodations, provisions of services, telecommunications, and other requirements.

g. Fair Labor Standards Act. Contractor agrees to comply with the Fair Labor Standards Act, including minimum wage, child labor limitations, and the overtime provisions of the Wage and Hour Division.

h. Employment Eligibility Verification. Contractor agrees to comply with the Immigration and Naturalization requirement to maintain a signed copy of the I-9 Employment Eligibility Verification form for each employee.

i. Identity Documents and Verification. In making and performing this Agreement, Contractor agrees to comply with the provisions of UCA §§ 63G-12-101 thru 402, *as amended*. Contractor shall register and participate in the Status Verification System before entering into a contract with the county as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire, by exercise of authority delegated pursuant to 8 U.S.C. § 1373, to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. The Contractor shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Contractor's failure to so comply may result in the immediate termination of its contract with the County.

j. Summit County Business License. Unless otherwise exempt, Contractor agrees to obtain a Summit County business license as set forth in Summit County Code, Title 3.

XV. ASSIGNMENTS/SUBCONTRACTING/THIRD PARTIES.

1. The Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment. The County reserves the right to reject without cause any such assignment.

2. The County hereby recognize and accept that Contractor will sub-contract operations to Corps Logistics LLC.

3. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

4. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the County.

5. Any services and information provided by Contractor are being furnished solely for the County's benefit and only with respect to the Project that is the subject of this Agreement and no third party may rely thereon and no third party shall be construed to be a beneficiary of this Agreement.

XVI. CHANGES

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

XVII. MAINTENANCE AND INSPECTION OF RECORDS

1. The Contractor shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times, upon reasonable notice to Contractor, to inspection, review, or audit by the County, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

XVIII. POLITICAL ACTIVITY PROHIBITED

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

XIX. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

XX. ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Summit County ordinances.

XXI. PUBLIC FUNDS AND PUBLIC MONIES

1. Definitions: "public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Contractor's possession.

2. Contractor's Obligation: Contractor, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to Summit County. Contractor understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. Contractor expressly understands that County may monitor the expenditure of public funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment of funds from Contractor for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

XXII. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS ("URS")

County is a URS "participating employer." Entering into this Agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating employer" pursuant to Utah Code Ann. § 49-11-504 to -505. In addition, Contractor is required to immediately notify County if a retiree of URS is the Contractor; or an owner, operator, or principal of the Contractor.

XXIII. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS

1. All work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.

2. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "Additional Service", or deleted from the scope, at the option of the County.

3. The County shall make provision for access to the property and/or Project and adjacent properties, if necessary for performing the services herein.

XXIV. TERMINATION

1. The County may terminate this Agreement, in whole or in part, at any time, by at least ninety (90) days written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in a manner directed by the County.

2. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, with the exception of failure for Force Majeure, and fails to correct such noncompliance within thirty (30) days written notice thereof, the County may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

XXV. NOTICE

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

XXVI. ATTORNEYS FEES AND COSTS

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

XXVII. JURISDICTION AND VENUE

1. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each Party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

XXVIII. SEVERABILITY

1. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision, which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

XXIX. ENTIRE AGREEMENT

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

XXX. WAIVER

No failure of the County or Contractor to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other Party with any obligation, responsibility, or condition under it, and no custom or practice of the parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default.

XXXI. WARRANTIES

Contractor hereby warrants that the services performed by its employees will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions. In the event of a breach of the foregoing warranty, Contractors' sole obligation shall be to use commercially reasonable efforts to ensure that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

XXXII. CONFIDENTIALITY

The Parties agree that (a) all knowledge and information that either Party may receive from the other, including its employees or other consultants, or by virtue of the performance of services under and pursuant to this Agreement, relating to products, processes, apparatus, costs, technical data, business affairs of the Parties, and (b) all information provided by either Party in reports of work done, together with any other information acquired by or as a direct result of this Agreement and during the of such, shall for all time and for all purposes be regarded by the Parties as strictly confidential and held by each in confidence, and solely for the Parties' benefit and use, and shall not be used by either Party, or directly or indirectly disclosed by either Party to any person whatsoever outside the scope of this Agreement except with the other Party's prior permission. This provision does not apply to documents that are releasable by either Party under the Government Records Access and Management Act ("GRAMA"), UCA §63G-2-101 et seq.

XXXIII. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

1. Service Provider acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Service Provider agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County for response by County.

2. Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

XXXIV. INTERPRETATION; NOTICES

The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party. Notices and communications given and made in connection with this Agreement may be given and made by any reasonable means including facsimile or email if reasonable under the circumstances.

XXXV. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

XXXVI. NON-FUNDING CLAUSE

1. County intends to request the appropriation of funds to be paid for the services provided by Contractor under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the County's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the County as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

2. If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Contractor of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

XXXVII. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

XXXVIII. MISCELLANEOUS PROVISIONS:

1. The County hereby authorizes Corps Logistics, LLC to serve as the Contractor's subcontractor limited solely to the scope set forth in the Proposal. Corps Logistics, LLC must be registered and in good standing with its home state. If Corps Logistics, LLC establishes an office or place of business located in Utah, then Corps Logistics, LLC must register with the State of Utah, Department of Assessments ("SDAT") as a foreign corporation within fifteen (15) days of the date such office or place of business is open to the public.

2. The Contractor hereby agrees to provide commercial blanket crime coverage and name Summit County as Loss Payee. The crime coverage shall cover stolen Bicycles beyond the allowable one percent (1%) contemplated in this Agreement.

3. The parties agree that only the terms and conditions set forth in this Agreement shall govern the relationship between the parties. This Agreement is intended to be the full and final relationship between the parties.

4. Time is of the essence in the performance of this Agreement.

5. The Recitals are incorporated herein.

6. The Contractor hereby agrees to comply, and assure the compliance of each third-party contractor, with all Executive Orders, certifications, assurances, and clauses as required to remain eligible for grant funding through the Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed and affixed seals to this Agreement on the day and year first above written.

APPROVED AS TO FORM:

Helen Strachan

~~David L. Thomas~~
~~Chief~~ Civil Deputy

SUMMIT COUNTY

Thomas C. Fisher

Thomas C. Fisher,
County Manager

2/17/17

WITNESS:

BY: ______________________
Krystine Beauregard
Coordinator, Administration
Bewegen Technologies.

TECHNOLOGIES BEWEGEN, INC.
aka **BEWEGEN TECHNOLOGIES, INC.**

____
Alain Ayotte
CEO, Bewegen Technologies

SCHEDULE A: SYSTEM PRICING

BEWEGEN

Summit County

Description	Units	Price Per Unit (USD)	Discount	Total
ELECTRIC-ASSISTED BICYCLES	80	3,789.00 $	5%	287,964.00 $
250 watt nominal DynaMe motor				- $
660 watt lithium-ion battery		- $		- $
BikeEmotion Module (Boards, Screen, Active Live GPS)		- $		- $
Standard Basket		- $		- $
High-capacity internal brakes		- $		- $
Customized Paint & Personalized Branding and Logo		0.00 $		0.00 $
Sub Total		- $		287,964.00 $
RECHARGING DOCKS	160	525.00 $	5%	79,800.00 $
Smart Rail Technology				- $
Dock Housing		- $		- $
Charger		- $		- $
Wire harness		- $		- $
Sub Total				79,800.00 $
KIOSKS / PAYMENT TERMINAL / WAY FINDING & ADVERTISING PANEL	6	12,777.00 $	5%	72,828.90 $
Kiosk Housing and components				- $
Retro-fit Way Finding Panel		- $		- $
Retro-fit Advertising Panel		- $		- $
Sub Total				72,828.90 $
WAY FINDING & ADVERTISING PANEL	2	7,600.00 $	5%	14,440.00 $
Kiosk Housing and components				- $
Retro-fit Way Finding Panel		- $		- $
Retro-fit Advertising Panel		- $		- $
Sub Total				14,440.00 $
SOLAR CANOPY SYSTEM	0	14,750.00 $	5%	- $
6 Solar Panels				- $
1 Canopy Structure (Cover 6 docks)		- $		- $
Wire harness		- $		- $
Sub Total				- $
PLANNING	8	850.00 $		6,800.00 $
Travel Expenses, Labour				- $
Other Expenses				- $
Sub Total				6,800.00 $
INSTALLATION	8	1,958.00 $		15,664.00 $
Other Expenses (Truck and equipment rentals, specilized tools etc.)				- $
Travel Expenses, Labour				
Sub Total				15,664.00 $
SHIPPING	8	1,078.10 $		8,624.80 $
Estimated Regular Ground Freight				
Sub Total				8,624.80 $
TOTAL CAPITAL COST				486,121.70 $
PAY NEAR ME CASH PAYMENT INTEGRATION	1	3,000.00 $		3,000.00 $
Integration of cash payment solution for low income/unbanked population (Available at 7-Eleven and Family Dollar)				
Sub Total				3,000.00 $
TOTAL CAPITAL COST WITH PAY NEAR ME INTEGRATION				489,121.70 $

RECURRING FEES			
Description (Based on the scale describe in the Capital Cost Chart above)	Units	Price Per Unit (USD)	Total
YEARLY OPERATIONS (if fixed rate operation business model would be desired in the future)	0	1,750.00 $	- $
Yearly Operations, Cleaning and Maintenance (includes spare parts), Marketing			
Sub Total			- $
TELECOMMUNICATIONS	145	INCLUDED	
Sim Cards & Data Plan 1 per Bike			**INCLUDED**
Sub Total			
SPARE PARTS FOR BICYCLES AND SYSTEM (icluded in operations cost)			
Bikes and Stations			**INCLUDED**
Sub Total			
24/7 - ONGOING SUPPORT (FREE)			
Included in installation cost of Capital Cost Chart			
Includes but is not limited to Team leader availability, IT 24/7 Hotline and Technical 24/7Hotline			**INCLUDED**
Includes Bewegen office employees as well (CEO, Marketing, Business Development, Operation etc.)			
Sub Total			
SPECIAL REQUESTS		$ 68/h	
Flat Rate Hourly Fee, Travel expenses not included			
Bundled prices can be negotiated if it is for an extended period of time			
Includes: IT, Hardware, Technical, Installation, Planning, Marketing, Training etc....			
Applies especially for onsite requests			
Sub Total			**HOURLY OR BUNDLE**

TERMS & CONDITIONS
General Terms and Conditions
Currency in USD.
Payment terms as per progress payment chart attached **"Summit County Monthly Progress Payment schedule 20170124"**
Bewegen's 5 Year warranty included.
Client Terms and Conditions
Station location real estate provided by Customer.
Hard wiring components and electrical work provided by Customer. Bewegen to provide specifications.

Bewegen Technologies inc
Monthly Progress Estimate
Summit County BikeShare Implementation

Months prior to launch	Month 6 Components Purchasing	Month 5 Components Purchasing	Month 4	Month 3	Month 2	Month 1 Final Installation	TOTAL
			Equipments assembly and planning				
Electric-assisted Bicycles	201,575 70%		28,796 10%	28,796 10%	28,796 10%		287,964 100%
Recharging Docks		55,860 70%	7,980 10%	7,980 10%	7,980 10%		79,800 100%
Kiosks, PaymentTerminal, Way Finding +Advertising panels		50,980 70%	7,283 10%	7,283 10%	7,283 10%		72,829 100%
Way Finding & Advertising panels		10,108 70%	1,444 10%	1,444 10%	1,444 10%		14,440 100%
Installation					6,266 40%	9,398 60%	15,664 100%
Shipping					3,450 40%	5,175 60%	8,625 100%
Planning		1,700 25%	1,700 25%	1,700 25%	1,700 25%		6,800 100%
Pay Near Me Integration				3,000 100%			3,000 100%
TOTAL First order	201,575	118,648	47,203	50,203	56,919	14,573	489,122

First month payment is higher as components for equipments have to be purchased soon due to long lead time from some vendors to get the components.

SCHEDULE B: SYSTEM OPERATIONS

B.1. Program Operation Standards

Contractor will provide ongoing operations and maintenance services that include:
- Cleaning of stations and bikes
- Maintenance of stations and bikes Contractor shall provide for the maintenance of the bikes and ensure that, at all times, the bikes are kept in good working order.
- Snow removal on stations and bikes
- Customer service (Call Center)

Contractor will provide ongoing operations and maintenance services based on the following service levels:

SERVICE LEVELS	
1.	Stations neither full nor empty for a period longer than three (3) hours
2.	Minimum of 90% of bicycles deployed at all times (unless otherwise directed by the County)
3.	Minimum of 95% of calls to the Call Center answered within the first 30 seconds and no more than 5% of calls dropped
4.	Minimum of 95% emails answered within 24 hours
5.	Bicycle stations cleaned a minimum of every two (2) weeks or as weather conditions require
6.	Routine bicycle maintenance inspection at least one (1) time per month
7.	Graffiti and vandalism removed/rectified within 48 hours of notification to operator
8.	Minimum of 95% membership packages mailed within 24 hours
9.	Snow removed from stations and bikes within 24 hours of street snow plowing near stations
10.	Station kiosks are able to process payments for short/long-term membership more than 95% of the time.

B.2. Website & Mobile Application

Contractor shall maintain a live station map on the website which accurately reports (1) the location of stations as well as (2) bicycle and docking point availability at all stations.

Contractor shall integrate the branding of the website with the registration page and the system map.

The website shall include information available to visitors. This information will be translatable into multiple languages and be up to date. All translated content is to be provided by the County. If the County requests basic changes to the website, these will be implemented within a reasonable timeframe. The Program's website will include, at a minimum, the following listed elements.

- Eligibility requirements;
- Subscription information and rate schedules;
- Payment and subscription processing information;
- Method for subscribers to update required information;
- Subscriber agreement (User Agreement) and acceptance of terms (User agreement and other legal agreements to be provided by the County);
- Map of network of stations and real-time availability of each Station for a standard computer screen and mobile phones;
- Call Center contact information;

- Any elements agreed by Contractor to be included in accordance with any sponsorship agreements.
- Contact information for customer service, sponsorship, corporate memberships, PR and other key positions;
- Corporate member information;
- Sponsor logos and representation;

Contractor shall also provide a bike share application for Smartphone (Android and iPhone platforms) allowing users to identify the location of Stations on a map in real-time, display status of stations (availability of bicycles and docking points), availability of a specific stations, and the ability to perform searches.

B.4. Rental Agreements

Contractor shall maintain on the website a Terms and Conditions (Rental Agreement) for program membership and casual rider use as provided by County. Contractor will work in good faith with County to provide templates and sample agreements, subject to the resources and capabilities of the Supplier. The County may from time to time make changes to the website Terms and Conditions and Privacy Policy, and the website and kiosk Rental Agreements, which changes correct unmistakable errors, are consequential to a change in the Program or are otherwise minor substantive changes.

B.5. Customer Service

Contractor is responsible for maintaining a high level of customer service. This includes, but is not limited to:
- Fulfill member subscriptions
- Create, produce and distribute registration packets and collateral to fulfill memberships
- Facilitate a "Low Income" member program, which may include a cash payment procedure.
- Establish a corporate membership or other mechanism.
- Provide phone and email customer service for a minimum of ten (10) hours per day in high season.
- Customer service agents should be trained to answer questions, assist with and/or provide information concerning, among other things, subscription process, subscription prices, billing, refunds, crashes, comments, complaints, malfunction problems, location of station sites, directions to nearest station site that has bicycles available for rental and/or available docks for returns, instructions on how to fit a helmet, and "low income" memberships.
- The customer service manager shall be knowledgeable about Summit County.
- Phone operators will be fluent in English. Customer service team should be able to respond by phone or email in English or Spanish.

B.6. Cost of Additional Services

Service Description	Cost
Station location change	$816.00 per station
Station reconfiguration	$204.00 per station
Stations siting & permitting (additional)	$680.00 per station
General services (e.g. IT Customization and Support, Technical Support Services, Equipment Installation, Planning, Marketing Consultation and Training)	$68.00 per hour

SCHEDULE C: REPORTS

Regularly Scheduled and Required Reports

Contractor will be required to report information on a regular basis, as delineated below. The County Program Manager may modify the reporting by deleting elements or reducing their frequency as deemed appropriate (on a temporary or permanent basis), by written notice to Contractor.

On a monthly basis and annual basis, with dates to be agreed by the Parties, the Contractor shall provide final reports that include the information and details listed below (some data to be provided quarterly, as noted):

Performance Metrics

- All data related to Service Levels included in SCHEDULE B: SYSTEM OPERATIONS

Membership

- Current count of active members
- Short-term pass sales by day for the reporting month
- Number of new subscriptions by type sold during the reporting month
- Summary of performance against defined Service Levels

Ridership

- Total trips per month and YTD per member type
- Average duration of trips by member type
- Average and total length of trips (straight line distance) by member type (quarterly)
- Bikes in service
- Summary of performance against defined Service Levels

Station Maintenance Operations

- Number of active Stations
- Percentage of time each Station was available to provide rentals for all membership types by station
- System wide average for percentage of time stations were available to provide rentals for all membership types Bicycle Maintenance Operations
- Summary of performance against defined Service Levels

Vandalism Reporting

- Type of equipment (e.g. bicycles, station kiosk, sponsorship panel)
- Station location, if applicable

Customer Service

- Number of calls
- Report on nature of calls
- Five top customer service issues during the month and YTD
- Summary of performance against defined Service Levels

SCHEDULE D: BIKE SHARE STATION LOCATIONS
(subject to revision by Summit County)

Location	Latitude	Longitude
Basin Rec Plaza	40.723808	-111.537453
Bear Hollow Village	40.6967	-111.543225
Bonanza Drive	40.723808	-111.537453
Bonanza Multimodal Center	Unknown	
Canyons Resort	40.682927	-111.55594
Canyons Transit Center	40.686019	-111.556069
City Park	40.655122	-111.503742
Deer Valley	40.637484	-111.478479
Ecker Hill	40.740413	-111.560583
Jeremy Ranch	40.755419	-111.572676
Kimball Junction Transit Center	40.723967	-111.54663
Main Street South	40.646385	-111.497454
Newpark Blvd.	40.721691	-111.54181
Newpark Plaza	40.721626	-111.538559
Old Town Transit Center	40.750354	-111.573058
Park Ave/Fresh Market	40.659215	-111.508189
Park City Library	40.659215	-111.508189
PCMARC	40.659215	-111.508189
Prospector Neighborhood	40.664853	-111.490419
Prospector Square	40.659215	-111.508189
Quarry Village	40.750354	-111.573058

Redstone	40.719634	-111.540802
Silver Springs	Unknown	
Silver Springs 2/Blue Roof	40.6967	-111.543225
Tanger 1	40.6967	-111.543225
Tanger 2	40.72712	-111.552354
Town Lift	40.6967	-111.543225
Whole foods	40.727625	-111.54759

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Based on a recommendation from PAAB, staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and Mike Wong owner of Iko LLC for Public Art for the Interior of the PCMARC in a form approved by the City Attorney not to exceed twelve thousand dollars ($12,000.00).

Respectfully:

Jennifer Diersen,

City Council
Staff Report

Subject: **Professional Services Agreement for Public Art for the interior of the PCMARC**
Author: **Jenny Diersen**
Department: **Economic Development**
Date: **March 9, 2017**
Type of Item: **Administrative**

Summary Recommendation

Based on a recommendation from PAAB, staff recommends that the City Council authorize the City Manager to enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and Mike Wong owner of Iko LLC for Public Art for the Interior of the PCMARC in a form approved by the City Attorney not to exceed twelve thousand dollars ($12,000.00).

Executive Summary

- PAAB released an RFP requesting proposals for the interior of the PCMARC on November 10, 2017. Proposals were due on February 8, 2017.
- Based on Mike Wong's qualifications, experience and professionalism, and his willingness to comply with insurance requirements and budget proposal, staff and PAAB recommend Mike Wong be awarded the contract for Public Art for the Interior of the PCMARC.

Acronyms

CIP	Capital Improvement Project
PAAB	Public Art Advisory Board
PCCAPS	Park City Center for Advanced Professional Studies
PCMC	Park City Municipal Corporation
RFP	Request for Proposals

The Opportunity

- PAAB prioritized use of their capital funding for artwork for the interior of the PCMARC and received three proposals for artwork. Based on a recommendation from PAAB, staff recommends entering into a contract with Mike Wong for *Gravity & Gear*.

Background

- In the summer of 2015, the PCMARC completed the solar panel installation. This project included a 1% for Public Art allocation. Due to the smaller amount, PAAB combined these funds with funds from the additional three year CIP allocation to budget for this project.
- In 2016 the PAAB visited the PCMARC and discussed potential project areas for the PCMARC interior.

- In June and August of 2016, staff reported to Council that PAAB recommended releasing an RFP for an interior project at the PCMARC.
- PAAB released an RFP requesting proposals for the interior of the PCMARC on November 10, 2017. Proposals were due on February 8, 2017.
- The goal of the project was to have a work of art that was visually stunning from both the entry level as well as the second floor. The piece selected should promote a sense of play, community and discovery.
- This project was posted for two months, and with outreach both locally and regionally, the PAAB received three project proposals. Two of the proposals were from local artists; one of the proposals was from an artist out of Boise, Idaho.
- The review committee consisted of the PAAB, as well as, representatives from the Building and Recreation Department (PCMARC staff).

Analysis

- After reviewing the project proposals, and going through an interview with the recommended artist, PAAB and staff recommended that artist Mike Wong receive the contract for artwork for the interior of the PCMARC because he met the goals of the project, as well as, is willing to implement the project while meeting all of the information and constraints of the project space. Though not a requirement of the project, Mike Wong is a local Park City resident.
    - As pertains to the PAAB voting policy for projects under $25,000, PAAB had five of the seven members voted in favor of the project. Four members were in attendance at the site of the meeting, and one additional member voted electronically by phone. Two members who were unable to attend the meeting also agreed that they were in favor of the project, although they did not vote on the motion made by the PAAB.
    - PCMARC staff representative, Heather Todd, also discussed the project with her team and stated that the PCMARC is excited to see such a project proposed for the PCMARC and excited to work with Mike Wong and his team to see the project through if approved by City Council.
    - Building Department representative, Jim Hardy, was able to help the PAAB by discussion potential permit costs and challenges within the space, and helped to put specific concerns regarding construction/engineering of this project to rest.
- Staff and PAAB believe that the proposal from Mike Wong best meets the goals of the project, while working in the restraints of the project parameters and budget. Mike’s proposal is well below the project budget, but staff wanted to ensure that potential increases for City permits would be covered within the budget. Project proposal is $9,800, but budget will not exceed $12,000.
- Staff has confirmed the ability for compliance with the Professional Services Agreement, as well as, has checked the artists’ references.
- The artist will engage with local youth in the PCCAPS program at Park City High School to develop the project.
- Additionally, although, the artists are only required to guarantee maintenance of artwork for 1 year as pertains to the contract, the artist has agreed to guarantee maintenance of the artwork for 10 years.

- PAAB feels that this project promotes a sense of play, community and discovery – as well as is interactive and engaging far beyond the initial implementation and installation of the project.
- Exhibit A outlines Mike Wong's proposal and scope of services.

Alternatives for City Council to Consider

1. **Recommended Alternative:**
   Staff recommends that City Council authorize the City Manager to enter into a Professional Services Agreement for Commissioned Art between Park City Municipal Corporation and Mike Wong owner of Iko LLC for Public Art for the Interior of the PCMARC in a form approved by the City Attorney which shall not to exceed twelve thousand dollars ($12,000.00).
   Pros
   a. Arts & Culture creates a sense of community and place in our community, and specifically relates to the City's Goals in the General Plan (goals 11 & 13). It is also one of Council's strategic goals: Complete Community that Values Historic Preservation, Economic Diversity and the Arts and Culture. Arts and Culture connects people and place, as well as, serves as an economic driver that adds vibrancy to the place we live and the destination market. Arts and Culture creates amenities for our local community as well as visitors, builds community connections.

2. **Re-Issue RFP Alternative:**
   City Council could deny the Professional Services Agreement between Park City Municipal Corporation and Mike Wong of Iko LLC for Public Art on the Interior of the PCMARC, and give direction to reissue an RFP for the project.
   Pros
   a. Staff and PAAB would have time to reevaluate the project, as well as the RFP. Reissuing the RFP may or may not result in a more diverse group of proposals.
   Cons
   a. Staff and PAAB would push back the project timeline, and the project would likely not be installed until the fall after the busy summer season.

3. **Deny Alternative:**
   City Council could deny the Professional Services Agreement between Park City Municipal Corporation and Mike Wong for Public Art on the Interior of the PCMARC.
   Cons
   b. Staff and PAAB would not have direction to move forward with this project, and PAAB would likely not complete a public art installation for the interior of the PCMARC under the current RFP.

Department Review

Economic Development, Recreation, Building, Budget, Executive, Legal

The Public Art Advisory Board's recommendation has been incorporated into this report.

Funding Source
Funding for this project comes from the PAAB's CIP budget – this includes 1% of the Solar Panel project, while the remaining amount comes from the PAAB's 3 year excess CIP allocation.

Attachments
A Mike Wong Gravity & Gear PCMARC Proposal

Gravity and Gear

Proposal for the interior entry way of the PC MARC

Project name: **Gravity and Gear**

TEAM

Lead Artist: Michael Wong

Liquid PXL (Design group) - http://liquidpxl.com

Jim Hoffmeister

Engineering Students – PCCAPS 17'

Theme

Combine stimulating colors with sporting equipment in an interactive kinetic sculpture powered by participants and gravity.

The Inspiration

Dale Chihuly is an American glass sculptor and entrepreneur. One of his works is displayed on the ceiling of the Bellagio hotel pictured below. The colorful array of curves and random patterns, provide a whimsical feel which will be replicated using IKOS, a colorful shape that was born out of the PC CAPS program.

Sports and the outdoor lifestyle is what motivates a great deal of people to utilize the PC MARC. Winter and summer sporting gear will comprise the majority of this piece which will be sourced from the recycle center.

Rube Goldberg was a Pulitzer Prize winning Cartoonist and engineer. He is best known for his contraptions that would capture the attention of viewers through movement and surprise. Utilizing basic physics principals, movement is combined with color and gear to amaze and entertain.

Concept

Gravity and Gear will provide all visitors to the PC MARC with an opportunity to participate, and be amazed by a human powered kinetic art sculpture. The majority of the kinetic art sculpture is comprised of sporting equipment gear and recycled plastic components.

The majority of the art sculpture will be supported in a frame anchored to the 2 "I" beams depicted in the RFP. The art piece will encompass a 4,480 cubic footprint that will be highly visible from the 1st and 2nd floor. Visitors to the PC MARC will only be able to physically interact with the art piece through 2 pedal bikes located on the 1st floor.

Participants will have the opportunity to sit on 2 pedal bikes that will be located on the main floor. Their efforts will power a conveyor belt that lifts colorful weighted spheres into the sky and fuels the art sculpture. Both bikes do not need to be operated simultaneously, but doing so will invoke a sense of friendly competition and create more action throughout the art piece.

Gravity will take the spheres throughout a marble maze of adventure as levers are turned, skis are spun, weights are lifted, rackets are raised, and a sense of amazement is instilled. This is intended to be visually stimulating and low on the volume. Sound elements could be added with ease, but we do not want to overstimulate participants with sound.

The rate at which one pedals will also affect the amount of action the sculpture produces. When the bikes are not being utilized, the art piece will sit still in anticipation, waiting for the next participant to unleash their human power potential.

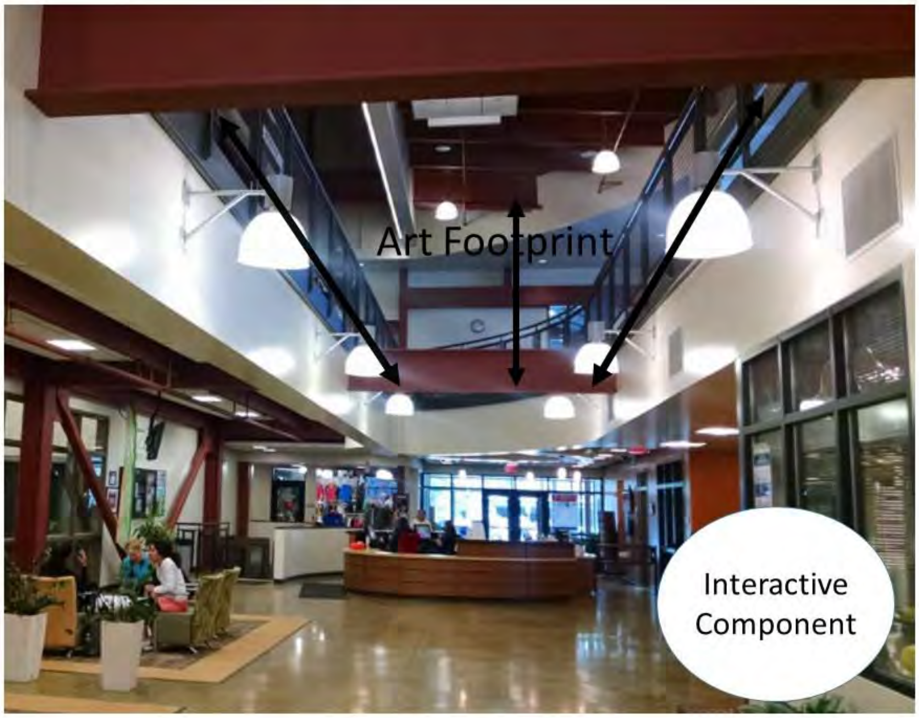
Art powered by people is what **Gravity and Gear** will represent!

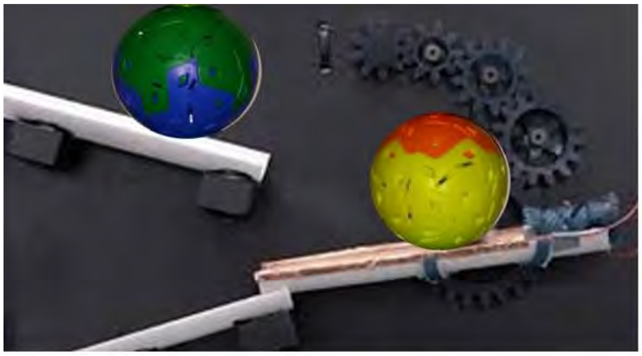
Concept

Gravity and Gear will live above the the 2 "I" beams spanning 30 feet in Length, 7 feet in width, and 20 feet In height.

The interactive component is Comprised of 2 pedal bikes that power a conveyor belt of colored Balls from the bottom of the sculpture to the top.

The bottom of the sculpture will be 10 feet off the main floor and all moving parts from the Interactive component will be surrounded by plexiglass ensuring a safe and fun Environment.





Interactive Component

The Pedal Bikes will be located against a west wall where a bench is currently located. We consulted with PC MARC staff about utilizing this location and confirmed no significant operational impact on traffic flow.

Project Goals

The art piece **Gravity and Gear** is designed to be visually stunning from both the main floor and second floor. The piece is designed to engage the guests imagination and grant them the opportunity to interact physically with the art. This piece will showcase the numerous sporting activities Park City residents enjoy year round. Only the structural supporting elements will be new, ALL other aspects of this piece will be reused or recycled material.

The design and implementation of the piece is also intended to engage students at Park City High School and show kids they have the ability to create! Chris Humbert, the PCCAPS Engineering teacher, sees the educational value in designing and implementing a large public art instillation. Engineering and physics principals will be explored, tested, and implemented throughout this art instillation. If awarded this project, I will mentor and guide a team of students through the entire process from design to build. Students will experience everything that is involved in bringing an idea to life in a safe and creative manner, while working within the framework for public safety and a budget.

Because Park City High School students will be involved with this project, I am requesting an instillation date of **May 7th – May 15th 2017.** This will give the students plenty of time to fully design, analyze, and implement their creation throughout a semester time frame.

All structural instillation will be performed by licensed contractors and engineering documentation will be approved by city officials. As a full time resident of Park City and member of the MARC, I will personally monitor and maintain the functionality of the art piece for at least 10 years at no additional cost.

Budget

Total Ask: **$9,800.00**

$800.00 – Structural Engineering approvals / City Permitting fees

$3,800.00 – Artist and contract labor

$5,200.00 – New material

Channel strut, threaded rod, C-clamps, nuts, bolts, wire, hinges, bearings, L brackets, screws, chains

Repurposed

Skis, snowboards, rackets, balls, IKOS, bikes, nets, weights, polls

Statement of Qualification

Mike Wong is a graduate of Park City High School class of 1996. He holds a B.S. degree in Industrial Engineering from the University of Arizona. Mike has been a mentor within the Park City CAPS program and is focused on sustainable projects. He is a founding member of Liquid PXL who has been doing large scale public art projects in Nevada and California for over 5 years. www.liquidpxl.com

Most recent project is currently on display in an outdoor art park in Reno, NV.

Pictures on following pages:

References:

Abram Santa Cruz (Liquid PXL) –

Kurt Simister (Park City Building) –

Tate Shaw - (Assistant Recreation Manager) -

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

The Park City Police Complaint Review Committee (PCRC) has discussed and proposed amendments to the Park City Police Complaint Review Committee Policies and Procedures.

Respectfully:

Michelle Downard, Deputy Chief Building Official

City Council
Staff Report

Subject: **Police Complaint Review Committee Policies and Procedures**
Author: **Michelle Downard, Interim Chief Building Official & Chairperson of the Police Complaint Review Committee**
Department: **Building and Fire Safety**
Date: **March 9, 2017**
Type of Item: **Administrative**

Summary Recommendation
The Park City Police Complaint Review Committee (PCRC) has discussed and proposed amendments to the Park City Police Complaint Review Committee Policies and Procedures.

Executive Summary
The Park City PCRC Policies and Procedures were adopted through Resolution 23-10. The following recommendations are being made by the Committee to reflect modifications of various topics including but not limited to clarification of purpose, eligibility requirements, committee member training, and compliance with the Open and Public Meetings Act.

Acronyms
PCRC Police Complaint Review Committee

The Problem and Opportunity
The PCRC Policies and Procedures have not been amended since 2010 and the PCRC has recommended the following amendments to update them.

Background
- The purpose of the PCRC is to act as an advisory body to review proposed complaint dispositions of complaints filed against police personnel and/or police procedure and to provide recommendations to the Chief of Police on those complaints received.
- The Park City PCRC Policies and Procedures were adopted through Resolution 23-10. The following recommendations are being made by the Committee to reflect modifications of various topics including grammatical changes, eligibility requirements, committee member training and ensure compliance with the requirements of the Open and Public Meetings Act.
- All of the amendments provided herein were forwarded with a positive recommendation from the PCRC.
- Recommended changes include:
    - Grammatical Changes
    - Clarification of the purpose of the PCRC to act as an advisory body to review proposed complaint dispositions of complaints filed against police

personnel and/or police procedure and to provide recommendations to the Chief of Police on those complaints received.

  - Committee Members' obligation to recuse themselves for conflict
  - Eligibility of Committee Membership
    - Anyone with a felony conviction or a misdemeanor conviction where a dishonest act or false statement is an element of the offense is not eligible to serve on the committee
    - Committee Members are obligate to notify the Chief of Police if formally charged with such an offense during their term
  - All committee members shall receive annual training on the requirements of the Open and Public Meetings Act
  - Meeting frequency is annual or as needed in response to complaints
  - Meeting locations will be specific within the public notice.
  - Record of Meetings and Approval of Minutes to reflect the Open and Public Meetings Act
  - A quorum is required to conduct business and a 2/3 majority vote shall be required to close a meeting.
  - Individuals may request a review by the PCRC within 15 calendar days after receiving a letter of disposition from the Police Department
  - Pursuant to Title 52, Chapter 4, Section 205 of the Utah State Code, all closed meetings are confidential and closed to anyone but the Committee Members, staff liaison members and the Internal Affairs Investigator(s)
  - Committee recommendations will be considered protected
  - Within 30 days of receiving the PCRC's report, the Chief of Police shall notify the individual requesting the review of the final disposition
  - The PCRC's report shall not be disclosed except as required under Title 63G of the Utah Code.
- It should be noted that all three of the citizen committee members' terms are ending on June 30, 2017. Once the PCRC Policies and Procedures are finalized, staff anticipates returning to Council to conduct interviews and appoint three new citizen committee members.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve amendments to the PCRC Policies and Procedures as set forth in Exhibit A.

   Pros

   a. Clarifies purpose, eligibility requirements, committee member training, and compliance with the Open and Public Meetings Act.
2. **Null Alternative:** Do not approve amendments to the PCRC Policies and Procedures as set forth in Exhibit A

   Cons a. The Policies and Procedures will remain outdated and not in compliance with the Open and Public Meetings Act.
3. **Other Alternative:** Approve select amendments to the PCRC Policies and Procedures as set forth in Exhibit A

   Cons

a. The Policies and Procedures not amended will remain outdated and not in compliance with the Open and Public Meetings Act.

Department Review

The Police, Legal and Executive Department have reviewed this report.

Attachments

Exhibit A	Proposed Amendments to the PCRC Policies and Procedures
Exhibit B	One Committee Member's Feedback not reflected in the Committee's Recommendations
Exhibit C	Resolution No. 05-2017

Park City Police Complaint Review Committee
Policies and Procedures

I. Purpose

The purpose of the Park City Police Complaint Review Committee (the "Committee") is to act in the capacity of an advisory~~appeals~~ body, which will review proposed complaint dispositions of complaints filed against police personnel and/or police procedure, if formally requested ~~by the complainant~~ and to provide recommendations to the Chief of Police on those complaints reviewed.

II. Organization

The Committee shall consist of five (5) members, three (3) citizens from the community at large, and two (2) appointed City staff members consisting of the City Manager‟s designee, and a City staff member of the Management Team. An attorney from the City Attorney‟s Office ~~legal staff~~ will be assigned to act as a legal liaison to the C~~c~~ommittee by the City Attorney. The Chief of Police shall be an ex officio member and shall provide all necessary staff support and information to the C~~c~~ommittee.

The City Manager‟s designee, shall act as the Chairperson for the Committee and in the absence of the Chairperson, the Chairperson pro-tem shall perform the duties of the Chairperson.

The Chairperson pro-tem shall be elected by a majority vote of the members of the Committee at the first meeting of the Committee each calendar year.

III. Appointment of Committee Members

The Mayor and City Council shall solicit applications from interested citizen-members of the community. Each applicant shall apply for a specific three (3) year term of office. Each applicant will be interviewed by the Mayor and City Council. From the interviews, the Mayor and City Council shall select the three (3) citizen~~-~~members to serve and shall appoint them to the Committee.

The City Manager shall appoint his/her designee and the City staff management team member and said appointments may rotate as determined in the sole discretion of the City Manager.

Police officers and all other City employees of the City are ineligible for appointment to fill the citizen~~-~~member positions on the Committee.

IV. Voluntary Service

Members of the Committee shall perform their services on the C~~c~~ommittee without pay or other compensation, except for payment of reimbursement of expenses actually and reasonably incurred and as approved by the Chief of Police.

Citizen members shall be deemed volunteers as defined in Title 67, Chapter 20, Utah Code ~~Annotated~~, as amended, or any successor statute.

Members shall be immune from any liability with respect to any decision or action taken in the performance of their duties and responsibilities on the C~~c~~ommittee as provided~~proved~~ by Title 63G, Chapter 8~~30b~~, Section 101 et seq. of the Utah Code ~~Annotated~~, as amended, or any successor statute.

V. Term of Office

The three (3) citizen-~~-~~members will serve three (3) year staggered terms. One member shall initially be appointed for a one-~~-~~year term with subsequent appointments for two (3~~2~~) years. Each member‟s term shall expire on June 30th of the expiration year, except that a member shall serve until a successor has been duly appointed.

Citizen-m~~M~~embers shall not serve for more than two (2) consecutive full terms.

VI. Removal from Office

Any citizen-~~-~~member of the Committee may be removed from the Committee by the Mayor, with approval of Council, for cause, prior to the normal expiration of the term for which the member was appointed.

VII. Vacancy Filling

Any vacancy on the Committee shall be filled for the remaining term of the vacated member in the same manner as the member whose position has been vacated was appointed.

VIII. Members' Ethics

Members shall be subject to and bound by the provisions of the C~~c~~ity‟s conflict of interest ordinance (Municipal Code of Park City Title 3). In addition to being bound by Title 3, if a conflict of interest arises with respect to a particular complaint review, the Committee member(s) shall recuse himself/herself from that review. Any violation of ~~thisits provision~~this provision~~s~~ or the provisions incorporated herein by reference shall be grounds for removal from the Committee.

IX. Eligibility for Membership

To be eligible for appointment to the Committee, a person shall be at least 21 years of age. Citizen-members shall ~~must and shall~~ reside within the incorporated limits of Park City. No person may have any felony convictions, or misdemeanor convictions where a dishonest act or false statement is an element of the offense. If a Committee member, during his or her term, is formally charged with such an offense, the Committee member shall immediately notify the Chief of Police of such charges(s). Post-appointment convictions shall be a basis for removal.

X. Training

~~Within three (3) months after the commencement of a members term,~~ E~~e~~ach member shall receive training regarding the duties of the C~~c~~ommittee and police practices and procedures.

The Chief of Police shall specify the nature of the training and may include attendance at specific police training classes and participation in ride-along training in police vehicle during police shifts.

The Committee Chair shall ensure that all members are provided with annual training on the requirements of the Open and Public Meetings Act.

XI. Meeting Types

Review of Proposed Complaint Dispositions: The Committee shall meet ~~will have meetings~~ within a reasonable ~~amount of~~ time after receiving a request for review~~ once a month as warranted~~. The C~~c~~ommittee shall meet only if there are requests~~appeals~~ filed on proposed complaint dispositions, except that the Committee shall convene at least once per annum for the purpose described in Section XXI below.

Emergency Meetings: The Chief of Police or the Committee Chair may call a meeting of the Committee if a circumstance exists in which a request has been filed ~~an appeal has been requested~~ and the complainant will be leaving the City without return or would be unavailable for an extended period of time. A minimum of seventy-two (72) hours‟ notice will be given to the Committee members.

Meeting Location: The Committee shall meet at a Park City Municipal Corporation location as specified in the public notice.~~in the City Council Chambers at City Hall unless scheduling conflicts prohibit use of the chambers. An alternative meeting site shall be announced well in advance of the meeting date.~~

Record of Meetings: Each meeting, whether open or closed, shall~~ will~~ be recorded by an audio or audio/video recording device. The Chief‟s Executive Assistant shall, within three (3) business days after holding a public meeting, make the audio recording of the open meeting available to the public.~~ for listening.~~ In addition, the Chief‟s ~~Administrative~~ Executive Assistant~~,~~ shall ~~who will transcribe~~ keep written minutes for open meetings in accordance with Title 52, Chapter 4 of the Utah Code. The Committee, may, but is not required to keep written minutes during closed proceedings. ~~the recording and make a written record of the meeting~~. All recordings and minutes~~ proceedings~~ of the closed~~these~~ meetings shall be classified as „PROTECTED‟ and will be available only to those who meet the GRAMA standard for release.

Policy for Approval of Pending Minutes:

Minutes of open meetings are considered "pending minutes" and are subject to change until approved by the Committee. Pending minutes shall be labeled "draft," "subject to approval," or labeled with other equivalent language. The Chief‟s Executive Assistant shall deliver pending minutes to each Committee member and shall make pending minutes available to the public within a reasonable amount of time after the meeting that is the subject of the pending minutes.

The Committee shall consider for approval the pending minutes at the meeting that immediately follows the meeting that is the subject of the pending minutes. The Committee shall vote to approve, correct, or amend the minutes, and then may vote to approve any corrected or amended minutes.

If the Committee fails to consider for approval the pending minutes at the meeting that immediately follows the meeting that is the subject of the pending minutes, the pending minutes shall be deemed approved by the Committee.

Approved minutes shall bear the signature of the Chief‟s Executive Assistant. Approved minutes are the official record of the open meeting and shall be made available to the public within three (3) business days after approval.

Open and Public Meetings Act: The Committee shall provide notice to the public, keep and publish minutes, and otherwise conduct meetings in accordance with Title 52, Chapter 4 of the Utah Code, as amended, or any successor statute. All Committee meetings are open to the public until closed. Meetings may be closed only for the purposes described in Title 52, Chapter 4, Section 205, and require an affirmative vote of 2/3 present (2 of 3, 3 of 4, 4 of 5), provided there is a quorum.~~The committee meetings will not be considered open or public meetings.~~ During closed meetings, Committee members shall discuss only those matters that are permitted by Title 52, Chapter 4, Section 205 of the Utah Code. All other matters must be discussed during open meetings.

XII. Quorum and Vote

~~All actions of the Committee shall be presented for a vote to the members.~~ A quorum, which shall consist of at least 3 Committee members, shall be necessary to conduct any business. All actions of the Committee shall be presented for a vote to the members. A simple majority of the voting members present at a meeting which a quorum is present shall be required for any action to be taken, subject to the 2/3 affirmative voting requirement for closing a meeting as described in the Open and Public Meetings Act section above.

The decision of the Committee is advisory only. The Chief of Police and City Manager shall have final decision authority regarding disciplinary action against police personnel.

XIII. Scheduled Committee Meetings

Committee meetings will be held as prescribed in the „Meeting Types" section.

The Committee shall meet to review documents and other records with respect to proposed ~~citizen~~ complaint dispositions against police personnel and/or policy and procedures and internal police investigations and their respective proposed dispositions if formally requested ~~by the original complainant~~.

At least ten (10) business days prior to a Committee meeting an agenda will be provided to each member outlining the content of the meeting. Attached to the agenda will be materials for review for each agenda item if appropriate.

Members of the Committee shall treat any police documents provided as confidential at all times, including after the conclusion of a review. All „PROTECTED" ~~protected~~ material provided to the Ccommittee shall not be removed from the meeting room once the meeting has concluded.

Documents and other records provided to Committee Members shall not contain the names, addresses or identifying information of individuals involved. Except during Ccommittee meetings, individuals shall not be mentioned by name in any verbal or written statements by the Ccommittee or its members.

XIV. Committee Reports

After each Ccommittee complaint review meeting a report shall be prepared highlighting the Ccommittee's findings, conclusions and recommendations regarding the closed agenda items discussed and acted upon. This report shall be completed within thirty (30) calendar days after the Ccommittee meeting and shall be classified as „PROTECTED."

The Chief's ~~Administrative~~ Executive Assistant will prepare the report for internal distribution only. A copy of the Ccommittee's report will be provided to members of the City Council. Each Ccommittee member will also receive a copy of the Ccommittee's report.

XV. Citizen Requested Review of Proposed Complaint Disposition

The Police Department will establish and publicize the processes by which a proposed complaint disposition can be reviewed by~~appealed to~~ the Committee, and further will establish a "hot-line" phone number where information can be obtained and requests for ~~complaint disposition~~ review can be made. Development of brochures and written publicity materials for education of the public will be undertaken. As well, media exposure outside of the written media will be undertaken.

Any person, other than a police officer who was the subject of a complaint, who is dissatisfied with the proposed disposition found by the police department regarding a complaint filed against a police officer or police policies and procedures may request a review by the C~~c~~ommittee of the ~~complaint~~proposed- disposition.

A request for review may be filed in one of the following ways; in written form, through the "hot-line" phone number, in person or by mail. Requests may be delivered to either the office of the Chief of Police or the office of the City Manager, or directly to a C~~c~~ommittee member.

The request must be filed within fifteen (15)~~30~~ calendar days after the person‟s receipt of the „Letter of Proposed Disposition‟ from the police department. ~~notice of findings and proposed disposition by the police department.~~ Extraordinary circumstances may be exempted for this deadline in the sole discretion of the City Manager.

The request must include; (1) the name, address, and telephone number of the person requesting the review; (1A) the name, address, and telephone number of the complainant if different from the requestor; (2) the approximate date the complaint was filed (if known); (3) the substance of the complaint and any supporting documents, and (4) the reason or reasons the complainant is dissatisfied with the police department‟s proposed disposition ~~decision~~.

The Chief of Police will not have a vote in the review meetings, but will act as the department liaison, available to answer questions or obtain additional information as requested by the sitting C~~c~~ommittee members.

XVI. Complaint Review Process

When a review is requested, the Chief of Police, acting as the department liaison capacity, shall supply all the sitting C~~c~~ommittee members, all pertinent documents and investigative materials related to the original complaint and investigation. Any information furnished by the complainant shall be forwarded to the Committee.

All closed review meetings held pursuant to Title 52, Chapter 4, Section 205 of the Utah Code, as amended, or any successor statute ~~by the Committee~~ are confidential and closed to anyone but the C~~c~~ommittee members, ~~and~~ staff liaison members, and Internal Affairs investigator(s).

The Internal Affairs investigator(s) in charge of investigating a particular complaint shall attend when requested by the ~~Comittee~~Committee, review meetings relating to that particular complaint and shall address all questions relevant to the investigation.~~Should the Committee believe it necessary to obtain additional information, facts or opinions of the investigator who conducted the investigation, a request to the Chief of Police may be made to have the assigned investigator attend the meeting to address questions relevant to the investigation.~~

After the review meeting, the C~~c~~ommittee shall reach a conclusion and provide an advisory recommendation. A report of the C~~c~~ommittee‟s conclusion(s) and recommendation(s) will be completed by staff and shall be classified as „PROTECTED.‟

Committee advisory recommendations may include; (1) further investigative action or review by the Chief of Police to clarify and/or to expand the investigation or review; (2) review of department policy or procedure for adjustment, revision, or modification; or (3) both.

The C~~c~~ommittee advisory recommendation shall not involve specific recommendations regarding discipline of individual officers or police personnel.

Within thirty (30) calendar days after receiving the Committee"s report, ~~a recommendation from the Committee,~~ t~~T~~he Chief of Police shall ensure that the individual requesting the review and the original complainant, if they are not the same person, will be notified of the ~~conclusion(s) and recommendation(s) of the committee and the~~ intended actions of the Chief of Police via a „"Letter of Final Disposition,"" which shall be classified as „"PUBLIC."" ~~, if known at that time.~~The reports containing the Committee"s conclusions and recommendations will not be disclosed to the original complainant, person requesting the review, or any other member of the public, except as required under Title 63G of the Utah Code.

A „PROTECTED" copy of the Committee"s conclusion(s) and recommendation(s) will be forwarded to City Council members.

All Committee documents will be maintained in the Administrative Offices of the Chief of Police in a secured location in accordance with Record Retention Schedules.

XVII. Cooperation and Coordination

The Chief of Police shall provide complete and prompt cooperation to the C~~c~~ommittee members in the discharge of its duties.

XVIII. Committee Actions

The recommendations of the C~~c~~ommittee shall not be deemed to bind the Chief of Police or the City Manager in their f~~F~~inal d~~D~~isposition~~determination~~.

Nothing in this document shall be construed to be a delegation of the powers of the Chief of Police, City Manager or the Mayor and City Council.

XIX. Committee Attendance

Committee members should make every effort to attend scheduled meetings. The Committee can recommend to the Chair that a member be replaced if they miss three (3) or more consecutive meetings.

XX. Committee Requests for Information

All information requests from C~~c~~ommittee members will be directed to and authorized by the Chief of Police.

XXI. Committee Policy and Procedures Review

Policy and procedures for the Committee shall be reviewed for changes and updates on an annual basis. This review is open to the public.

Exhibit B One Committee Member's Feedback not reflected in the Committee's Recommendations

From: Donald Horwitz [mailto:1donhski@gmail.com]
Sent: Tuesday, December 20, 2016 4:08 PM
To: Claire Marlin
Subject: Proposed Amendments to Policies and Procedures-Police Complaint Review Committee

Dear Claire:

As you know I voted today against the Committee's recommendation for amendments to it its Policies and Procedures. I would appreciate your attaching this memo to the Minutes and the Committee's recommendation or forwarding them separately to the City Council for their consideration, whatever you think best. Mine is a distinctly minority view and is NOT shared by the Committee.

I proposed that Article XII be amended to define a quorum, "at least 3 Committee members, two of which must be Citizen-members." My concern is that the proposed quorum definition would permit the two City staff members to overrule one Citizen-member and make the Committee's decision either because the other two citizen-members are absent, have a conflict of interest or choose not to vote for other reasons.

When legal counsel advised that we could not provide for such a definition in our Policies and Procedures, I then proposed that the two City staff members be made EX-Officio Members of the Committee so that their counsel would continue to be available but not their vote nor would they be part of a quorum.

In my view we have an excellent committee and we work well together. However, since the Committee's role is purely advisory, I contend that appearances and public relation are especially important. We have an opportunity to strengthen both.

Presently, we have eight persons who participate in our public and private meetings. Only three are not employees of the City or the Police Department. It is difficult to imagine why the Committee will want to conduct business when there is only one qualified Citizen-member present.

Under Article II, the City Manager's appointee is to act as the Chairperson of the Committee.

In my view, there is no benefit or justification for allowing City or Police employees to ever appear to control decisions of The Committee. There is nothing at all to gain. The Police Chief will lose nothing at all if City employees become Ex-Officio. The Police Department and the City will gain from making the Committee a more independent advisory body.

Best regards,

Don Horwitz December 20, 2016

Resolution No. 05-2017

A RESOLUTION AMENDING THE POLICE COMPLAINT REVIEW COMMITTEE POLICIES AND PROCEDURES AND REPLACING RESOLUTION NO. 23-10 IN ITS ENTIRETY

WHEREAS, the Police Department is created by Municipal Code Section 2-4-13 to provide for the public safety of the residents and visitors of the City; and

WHEREAS, the City Council desires to have a committee by which citizens may seek review of proposed complaint dispositions of complaints within the Park City Police Department; and

WHEREAS, the City Council wishes to balance the individual privacy rights of employees in personnel matters versus the public's ability to seek review of police actions; and

WHEREAS, the Police Complaint Review Committee recommendations are advisory only and all final decision making authority regarding any complaint remains with the Chief of Police and City Manager.

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

SECTION 1. The Police Complaint Review Committee Policies and Procedures are hereby amended as provided in EXHIBIT A.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon publication.

PASSED AND ADOPTED this 9th day of March 2017.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Jack Thomas

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
Tricia S. Lake, Assistant City Attorney

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

This is a request for a continuation to a date uncertain, of a final subdivision plat to create three platted lots of record for development parcels of the Village at Empire Pass Pod A Master Planned Development approved on July 28, 2004, and a remnant adjacent Parcel A. The lots have frontage on existing platted Marsac Avenue (State Highway 224) and Village Way (a private street). No new public or private streets are proposed.

On February 8, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council

The applicant requests the continuation because they have just acquired additional adjacent property, since the Planning Commission hearing, and desire to plat all of the contiguous property into this subdivision. An amended application will be submitted for review and recommendation by the Planning Commission before returning to the Council for final action.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council
Staff Report

Application:	**PL-16-03293**
Subject:	**Village at Empire Pass North Subdivision**
Author:	**Kirsten Whetstone, MS, AICP, Sr. Planner**
Date:	**March 9, 2017**
Type of Item:	**Legislative – subdivision plat**

Summary Recommendations
Staff recommends City Council opens, and continues to a date uncertain, a public hearing on the Village at Empire Pass North Subdivision plat to allow the applicant to return to the Planning Commission with an amended application and subdivision plat. The applicant has just acquired additional adjacent property and desires to plat all of the contiguous property into this subdivision.

Description

Owners:	REDUS Park City LLC and Empire Residences LLC
Applicant:	Alliance Engineering (representing Owners)
Location:	Marsac Avenue and Village Way within Village at Empire Pass Master Planned Development (MPD)
Zoning:	Residential Development (RD-MPD) District, subject to the Flagstaff Annexation and MPD and Village at Empire Pass MPD
Adjacent Land Uses:	Deer Valley Resort, condominiums, townhouses, and other development parcels of the Village at Empire Pass Pod A MPD, and open space areas.

Proposal
This is a request for a continuation to a date uncertain, of a final subdivision plat to create three platted lots of record for development parcels of the Village at Empire Pass Pod A Master Planned Development approved on July 28, 2004, and a remnant adjacent Parcel A.

On February 8, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council.

The applicant requests a continuation because they have just acquired additional adjacent property (since the Planning Commission hearing) and desire to plat all of the contiguous property into this subdivision. The application will be amended and reviewed by the Planning Commission prior to returning to the City Council for final action.

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

This is a request for a final subdivision plat (Exhibit A) to create a platted lot of record for a 7.85 acre metes and bounds described parcel located within the Empire Pass Pod B2 Master Planned Development, approved by Planning Commission on March 14, 2007. The lot has frontage on Marsac Avenue (State Highway 224). No new public or private streets are proposed. The subdivision consists of a 6.91 acre Lot 1, for future development of 81 UE of residential condominiums, and a 0.94 acre Parcel A. Existing recorded and proposed utility, snow storage, storm water, and access easements are shown on the plat. No density is assigned to Parcel A, a parcel to be used in connection with Deer Valley Resort and similar activities. On February 8, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council.

Acronyms

AUE	Affordable Unit Equivalent
CUP	Conditional Use Permit
EPA	Environmental Protection Agency
JSSD	Jordanelle Special Service District
LMC	Land Management Code
MPD	Master Planned Development
PUD	Planned Unit Development
SBWRD	Snyderville Basin Water Reclamation District
SF	Square Feet
UE	Unit Equivalent

Respectfully:

Kirsten Whetstone, Senior Planner

City Council
Staff Report

Application:	**PL-16-03338**
Subject:	**B2 East Subdivision**
Author:	**Kirsten Whetstone, MS, AICP, Senior Planner**
Date:	**March 9, 2017**
Type of Item:	**Legislative – subdivision plat**

Summary Recommendations

Staff recommends City Council conducts a public hearing and considers approving the B2 East Subdivision plat pursuant to the findings of fact, conclusions of law, and conditions of approval as stated in the Ordinance in a form approved by the City Attorney.

Description

Owner:	REDUS Park City LLC
Applicant:	Alliance Engineering (representing owner)
Location:	9300 Marsac Avenue within the Pod B2 Empire Pass Master Planned Development (MPD)
Zoning:	Residential Development (RD-MPD) District, subject to the Flagstaff Annexation and MPD and Pod B2 Empire Pass MPD
Adjacent Land Uses:	Deer Valley Resort, Empire Day Lodge, Montage Hotel and Residences, and open space areas.

Proposal

This is a request for a final subdivision plat (Exhibit A) to create a platted lot of record for a 7.85 acre metes and bounds described parcel located within the Empire Pass Pod B2 Master Planned Development, approved by Planning Commission on March 14, 2007. The lot has frontage on Marsac Avenue (State Highway 224). No new public or private streets are proposed. The subdivision consists of a 6.91 acre Lot 1, for future development of 81 UE of residential condominiums, and a 0.94 acre Parcel A. Existing recorded and proposed utility, snow storage, storm water, and access easements are shown on the plat. No density is assigned to Parcel A, a parcel to be used in connection with Deer Valley Resort and similar activities. On February 8, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council.

Acronyms

AUE	Affordable Unit Equivalent
CUP	Conditional Use Permit
EPA	Environmental Protection Agency
JSSD	Jordanelle Special Service District

LMC	Land Management Code
MPD	Master Planned Development
PUD	Planned Unit Development
SBWRD	Snyderville Basin Water Reclamation District
SF	Square Feet
UE	Unit Equivalent

Background

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel. The Flagstaff Development Agreement (Agreement) was amended and recorded in March 2007(Exhibit B).

The 2007 Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60. The Mountain Village is also allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village (Pods A, B1 and B2) must be clustered within the primary development pod (Pod A). The three development pods must be linked by transit. A fourth pod, pod D is allowed 30 single family lots (this area was platted with the Red Cloud Subdivision, for 30 single family home sites) (See Exhibit K).

The Agreement required the applicant to submit 14 specific technical reports for review and approval by the City. The 14 reports, along with the Land Management Code and the amended Development Agreement form the standards under which the subject subdivision plat, and subsequent Conditional Use Permit, will be reviewed (Exhibit J – technical reports).

On February 8, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council (Exhibit L).

Pod B2 at Empire Pass Master Planned Development

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A. The VMPD was the first step in the development process for Pod A. A separate MPD for Pod B1 was approved in May 2002 and amended in 2008. On March 14, 2007, the Planning Commission approved a Master Planned Development (MPD) for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (VMPD) (See Exhibit C).

The purpose of the VMPD was to establish unit mix and density for the Mountain Village, as well as addressing overall project infrastructure throughout the Annexation Area. The VMPD established building volumetric diagrams, including specific height exceptions, density, and development location. Building volumetric diagrams were approved with the Pod B2 MPD (Exhibit I). Prior to building permit issuance for any construction, the applicant must receive site-specific Conditional Use Permit approval from the Planning Commission.

The Pod B2 MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UE) and 94 hotel condominiums utilizing 114 UE, on the west side parcel (aka Montage Resort). An additional 81 UE of residential condominiums were assigned to the east side parcel (See Exhibit C), aka B2 East. The applicant requests a plat note identifying the maximum density allowed on Lot 1 as 81 UE configured in no more 70 individual residential condominium units.

The Pod B2 MPD approved Resort Support Commercial uses for 35,000 sf of Spa floor area and 28,059 sf for restaurants, bar, and retail space within the Montage Resort and Spa building. The MPD approved 15,000 sf of meeting/conference space and lounge area based on the total floor area of the building, not including the parking garage, for the Montage Resort. The MPD describes findings and conditions for development of Pod B2, and includes language related to the location of allowed parking for the Empire Day Lodge.

Concurrent with the MPD, the Planning Commission approved a Conditional Use Permit (CUP) for Phase I of the MPD for the Montage Resort and Spa. The Montage Resort and Spa is complete and has full occupancy permits for 174 hotel rooms and 84 condominium units were constructed with the Montage as recorded with the Hotel and Residences at Empire Canyon Resort Condominium plat, utilizing a total of 182 UE.

<u>Subdivisions</u>
On March 29, 2007, the City Council approved the Parcel B-2 Empire Village Subdivision creating three lots of record for Parcel B-2 (West) (Exhibit D). The Parcel B-2 Empire Village Subdivision amended and consolidated parcel A of the previous Empire Village Subdivision for the Empire Day Lodge, created Lot B, site of the Daly West head frame and access to JSSD underground mine tunnels, and created Lot C, site of the Montage Resort and Spa CUP.

Parcel B-2 Empire Village Subdivision plat was recorded on May 23, 2007. The Staff report for Parcel B-2 Subdivision indicated that a future subdivision will encompass the proposed (81 UE) condominiums to the southeast of the Empire Day Lodge. The current application requests approval of the B2 East Subdivision to create a lot of record for the 81 UE, in not more than 70 individual condominium units, as identified by the Pod B-2 Master Planned Development and Subdivision.

<u>Mine soil removal</u>
In September 2016, the applicant began working under an Administrative Settlement and Order on Consent for Removal Action with the EPA permit to remediate and

remove mine soil on the site and to close an old mine shaft/adit on the property. After the mine shaft closure was completed, this work was halted in November 2016 on account of the weather. Some contaminated soil remains on site in the area of the former and remaining parking lot. Staff recommends a condition of approval that prior to building permit issuance for development on Lot 1 or Parcel A, the mine shaft shall be fully closed and remediation under EPA supervision is completed. Documentation certifying that this work is complete shall be presented to the Chief Building Official and Planning Director.

Submittal

This subdivision plat application was submitted on October 4, 2016, and deemed complete on October 5, 2016. Staff requested additional time to review the Flagstaff Annexation and Empire Pass MPD approvals to understand the status of approved/platted Units and Unit Equivalents and to do an audit of all outstanding obligations required by the Development Agreement. The applicant also requested a continuation to have time to review staff's recommendation and conditions.

The subdivision is to be known as the B2 East Subdivision. The applicant requests a plat note identifying the maximum density allowed on Lot 1 as 81 UE configured in no more than 70 individual units, subject to final Conditional Use Permit review.

Purposes of the RD District

The purpose of the Residential Development (RD) Zoning District is to:

(A) Allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,

(B) Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,

(C) Allow commercial and recreational activities that are in harmony with residential neighborhoods,

(D) Minimize impacts of the automobile on architectural design,

(E) Promote pedestrian connections within Developments and between adjacent Areas; and

(F) Provide opportunities for variation in architectural design and housing types.

Proposed Subdivision Description

The applicant requests approval of a subdivision plat for a 7.85 acre metes and bounds described parcel (Exhibits E, F and G). The subdivision consists of a 6.91 acre Lot 1, for future development of 81 UE of residential condominium units, configured as no more than 70 individual units, and a 0.94 acre Parcel A, for Deer Valley Resort ski area related activities. Parcel A has no assigned density and is not developable in terms of residential units or UEs. By recordation of a Development Covenant, the applicant intends to allocate 3,600 sf of Resort Support Commercial (from the MPD Development maximum of 75,000 sf) to Lot 1.

The property has frontage on Marsac Avenue, a State Highway and utilities are available to Lot 1. On January 23, 2017, the applicant received approval for a Line Extension Agreement extending a sewer line to Parcel A. SBWRD recommends conditions and plat notes to address their concerns (Exhibit H). Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Any necessary utility easements, based on final building design and approval, shall be recorded prior to building permit issuance.

All existing and required easements will be recorded on the plat, including utilities, drainage, access, snow storage, etc. No changes are proposed to existing streets. There is an existing curb cut off Marsac Avenue. Staff recommends a condition of approval that the final location of access off Marsac to the future buildings be approved by UDOT and the City Engineer.

Land Management Code (LMC) and Pod B2 MPD Analysis

The subdivision plat has been reviewed for compliance with lot and site requirements of the RD Zoning District as described in the table below:

	RD Zoning District and/or Pod B-2 Empire Pass MPD Requirements
Lot Size	No minimum lot size. Lot 1 is approximately 6.91 acres and Parcel A is 0.94 acres. Total property consists of 7.85 acres. **Complies.**
Uses	Residential multi-family condominium uses, Resort Support Commercial uses, and residential accessory uses, as further described in the Development Agreement and LMC are allowed with an approved Conditional Use Permit. Up to 81 UE of residential condominiums (configured as no more than 70 units) were approved with the MPD. (See below for analysis of commercial uses.) Density is based on 1 UE is equivalent to 2,000 sf of residential floor area. The Flagstaff Agreement tracks both UEs (each 2,000 sf) as well as total number of units (see Exhibit K). **Complies.**
Front yard setbacks	LMC requires a minimum of 25 feet to front facing garages, 20 feet to the building (LMC exceptions apply). **Reviewed at time of CUP application.**
Rear yard setbacks	LMC requires a minimum of 15 feet (LMC exceptions apply). **Reviewed at time of CUP.**

Side yard setbacks	LMC requires a minimum of 12 feet (LMC exceptions apply). **Reviewed at time of CUP.**
Building Height and Volumetric	Per Pod B2 MPD Volumetric and Height **(reviewed at time of CUP)**: Volumetric and Height Exceptions were approved with the MPD allowing the B2 East buildings to range from 2 1/2 to 5 1/2 stories and to be composed of multiple structures in a series of elements that create variation in building mass and bulk. The MPD approval included building volumetric diagrams, similar to the ones approved for Pod A, and allows building heights of up to 82 feet above natural grade.
Parking	The Transit and Parking Management Plan requires a 25% reduction in parking from what would be normally required by the LMC. **Parking calculations to be determined with the Conditional Use Permits.**
Architectural Design	All construction is subject to Village at Empire Pass Design Review Board approval and LMC Chapter 15-5 Architectural Design Guidelines with **review conducted at the time of the CUP and Building Permits.**
Residential Units (see Exhibit K) 785 UE maximum multi-family(MF) 550 dwelling units maximum (MF) (of which 60 can be PUD). 16 single family (SF) home sites (not including 30 SF in Pod D). At least 50% of the residential units within the Mountain Village (Pods A, B1 and B2) must be in Pod A (not including SF home sites). Final approval of the buildings and UEs is subject to approval of a Conditional Use Permit.	81 UE of residential condominium units are allocated for B2 East parcel, with the Empire Pass Pod B2 MPD. Applicant requests a note on the plat limiting future development of Lot 1 to 81 UE in no more than 70 Units. No density/units are assigned to Parcel A. Total UE platted to date = 588.742 UE (196.258 remain) Total units platted to date = 382 units (52 are PUD) (168 units remain) Total single family approved/platted = 16 Total multi-family units approved/platted in Pod A = 258 (condos, PUD style, townhouses) 67.5% of units are within Pod A (258/382). 258/452 = 57.07% (when the 70 proposed units on B2East Lot 1 are constructed) Total units with this plat and 23 Village North Lot 3 units = 475 and 59.2% of units are within Pod A (281/475). **Complies with Development Agreement as there are sufficient units and UE remaining.**

MPD Resort Support Commercial space. 75,000 maximum with Agreement 35,000 sf approved for Montage Spa with the Empire Pod B2 MPD. 28,059 sf approved for Montage restaurants, kitchen, retail, etc. 63,059 sf total approved Montage 3,379 sf total approved Tower Club 1,275 sf total approved Grand Lodge **7,287 sf remaining.**	The Development Agreement states a maximum of 75 UE (75,000 sf) of Resort Support Commercial uses are allowed within the Village at Empire Pass MPD (Pods A, B1, and B2). 63,059 sf have been allocated to the Montage by the Empire Pass B-2 MPD. Tower Club Phase I CUP in Pod A includes 2,264 sf of private dining room, kitchen and store. The approved dining room addition adds 1,115 sf. Tower Club CUP is approved for 3,379 sf of MPD Resort Support Commercial. Applicant intends to record a Development Covenant on Lot 1 allocating 3,600 sf of the remaining 7,287 sf Resort Support Commercial uses to Lot 1. **Complies with Development Agreement as there are sufficient square feet remaining.**
Residential accessory uses	Common amenity areas can be proposed through the Conditional Use application for storage areas, locker rooms, fitness area, recreation and game rooms, lounge and lobby areas, children's room and small business center areas for exclusive use by guest and owners.

This application meets the necessary subdivision requirements of Land Management Code (LMC) Section 15-7 of the Park City Municipal Code for lot layout, utility easements, dedications, and street layout. Final utility plans will be provided with a future Conditional Use Permit application.

On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report (24.75 AUE total on-site). This plat identifies an on-site housing obligation of 4.2 AUE (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into the building (s) and noted on the plat. All deed restricted units are to be identified on the condominium plat prior to recordation of that plat.

All requirements of the Agreement, including transportation (gondola payments and shuttles), affordable housing, environmental (soils and mine hazards), etc. shall be reviewed and verified for compliance during the Conditional Use Permit application review for development of Lot 1 and completed prior to issuance of certificates of occupancy. Some of these obligations are triggered based on the number of certificates of occupancy issued. All trails are complete and there are no trail head improvements required by the Master Planned Development that are associated with this property. The mid-mountain trail through the B2East property was re-routed to the preferred location during the summer of 2016 as approved by the City.

A Construction Mitigation Plan shall be submitted with the Conditional Use Permit application and in advance of issuing the Building Permits.

Resort Support Commercial/meeting space

The Flagstaff Annexation and Development Agreement states a maximum of 75 UE (75,000 square feet) of Resort Support Commercial uses are allowed within the Village at Empire Pass MPD (Pods A, B1 and B2). A total of 28,059 sf of restaurant, kitchen, bar, lounge, retail space and a total of 35,000 sf of Spa space were approved for the Montage Resort and Spa with the Pod B2 MPD. A total of 2,264 sf of kitchen, dining, and store space have been constructed at the Tower Club and an additional 1,115 sf were recently approved for the dining room addition. A total of 1,275 sf were approved with the Grand Lodge Condominium plat. Therefore a total of 67,713 sf of Resort Support Commercial are allocated, leaving 7,287 sf remaining to be allocated.

The applicant intends to allocate 3,600 sf of Resort Support Commercial density to Lot 1 through a Development Covenant to be recorded on the land. The MPD has sufficient remaining Resort Support Commercial square feet available for Lot 1.

Resort Support Commercial, support meeting space, and residential accessory uses are finalized and determined at the time of review of a Conditional Use Permit for the residential buildings on Lot 1.

Good Cause

Staff finds good cause for this subdivision plat as it is consistent with the Land Management Code, Flagstaff Annexation and Development Agreement, and the Pod B-2 Empire Pass Master Planned Development. The subdivision plat provides a lot of record, utility and access easements, and snow storage easements for the orderly development of Phase 2 of Pod B-2 Empire Pass MPD.

Department Review

This application has gone through an interdepartmental review. Issues raised at the review have been addressed with revisions to the plat and conditions of approval.

Notice

The property was posted and notices were mailed to property owners within 300 feet on November 30, 2016. A legal notice was published in the Park Record, the City website, and the Utah Public Notice website, on November 30th and December 28th, 2016 and January 21, 2017.

Public Input

Staff received several phone calls requesting information about the location of these parcels and future development plans. Steve Issowits, with Deer Valley Resort commented on a question related to the parking situation at the Empire Day Lodge and indicated he would get with Staff and the applicant to go over the history and agreements. He believed the Flagstaff Agreement had been changed and that parking for the Empire Day Lodge could be provided on the B2East site. No other public input was provided. Staff reviewed the MPD for Pod B2 and found that it includes specific findings and condition related to the location of parking for the Empire Day Lodge. This subdivision plat is subject to the MPD conditions.

Alternatives

1. City Council may approve the subdivision plat, as conditioned or amended, or
2. City Council may deny the subdivision plat and direct staff to make Findings for this decision, or
3. City Council may continue the discussion to a date certain and provide Staff and the applicant with direction regarding additional information needed in order to take final action.

Significant Impacts

There are no significant fiscal or environmental impacts from this application that have not been mitigated with conditions of approval consistent with the Flagstaff Agreement, technical reports, and Master Planned Development.

Consequences of not taking the Suggested Recommendation

No building permits can be issued.

Recommendation

Staff recommends City Council conducts a public hearing and considers approving the B2 East Subdivision plat pursuant to the findings of fact, conclusions of law, and conditions of approval as stated in the Ordinance in a form approved by the City Attorney.

Exhibits

Ordinance
Exhibit A – Proposed subdivision plat
Exhibit B – Flagstaff Development Agreement (2007) sections (link)
Exhibit C – Pod B-2 Village at Empire Pass MPD and Village at Empire Pass MPD action letters
Exhibit D – Recorded Pod B-2 Empire Pass Subdivision plat
Exhibit E – Existing conditions survey
Exhibit F – Aerial photo
Exhibit G – Photos of the Site
Exhibit H – SBWRD letter and Line Extension Agreement approval letter
Exhibit I – Volumetric diagrams from the MPD
Exhibit J – Technical Reports (link)
Exhibit K – Flagstaff Development Agreement Density and Uses chart
Exhibit L – Minutes of February 8, 2017 Planning Commission meeting

Ordinance 2017-07

AN ORDINANCE APPROVING THE B2 EAST SUBDIVISION, LOCATED WITHIN THE POD B-2 EMPIRE PASS MASTER PLANNED DEVELOPMENTAT 9300 MARSAC AVENUE, PARK CITY, UTAH.

WHEREAS, owners of the property known as Pod B2 East, located at 9300 Marsac Avenue in Park City, Utah, have petitioned the City Council for approval of a final subdivision plat; and

WHEREAS, legal notice of the public hearing was published in the Park Record and on the Utah Public Notice website on November 26th and December 28th, 2016, and January 21, 2017, and the property was posted on November 30, 2016, according to the requirements of the Land Management Code; and

WHEREAS, courtesy notice was sent to surrounding property owners on November 30, 2016, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held public hearings on December 14, 2016, and January 11th and February 8th, 2017, to receive input on the subdivision plat; and

WHEREAS, the Planning Commission, on February 8, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on March 9, 2017, City Council held a public hearing on the subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the B2 East Subdivision plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact
1. The property is located at 9300 Marsac Avenue.
2. The zoning is Residential Development (RD) within Flagstaff Mountain Resort Annexation and the Village at Empire Pass B2 MPD (RD-MPD).
3. On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area.
4. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use, maximum

densities, timing of development, development approval process, as well as development conditions and amenities for each parcel.

5. The Flagstaff Development Agreement was subsequently amended and recorded in March of 2007.
6. The Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village.
7. The Mountain Village is further constrained to a maximum density of 785 UE configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units do not exceed 60. The Mountain Village is allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A).
8. There are currently 588.742 UE (382 multi-family units) platted within the Village at Empire Pass (Pods A, B1 and B2).
9. With approval of 81 UE (and up to a total of 70 multi-family condominium units) on Lot 1 of the B2 East Subdivision, there will be 669.742 UE platted, 452 (or fewer) units platted, and 57% of the units of Pods A, B1 and B2 will be located within Pod A. The numbers for UE and units do not include the UE and units proposed on the Village North Subdivision under concurrent review. There would then be 88.258 UE and 98 units available for the Village North subdivision, as well as for the un-built Tower Residential (Building One of the Village at Empire Pass MPD).
10. On March 14, 2007, the Planning Commission approved a Master Planned Development for Pod B2 at Empire Pass. The MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UE) and 94 hotel condominiums utilizing 114 UE, on the west side parcel (Montage Resort and Spa). An additional 81 UE of residential condominiums were assigned to the B2 East parcel.
11. The Pod B2 MPD approved Resort Support Commercial uses for the 35,000 sf of Spa space and 28,059 sf for restaurants, bar, and retail space. The MPD approved 15,000 sf of meeting/conference space and lounge area based on the floor area of the building, not including the parking garage. The Pod B2 MPD describes findings and conditions for development of Pod B2, and includes language related to the location of allowed parking for the Empire Day Lodge.
12. The Development Agreement allows a total maximum of 75,000 sf of MPD Resort Support Commercial floor area within Pods A, B1 and B2.
13. The Tower Club CUP in Pod A includes 2,264 sf of private dining room, kitchen and store and was approved for an amendment to the CUP for a dining room addition of 1,115 sf. The Tower Club CUP is approved for 3,379 sf of MPD Resort Support Commercial.
14. The Grand Lodge Condominium plat approved a total of 1,275 sf of MPD Resort Support Commercial.
15. There exists a total of 7,287 sf of unallocated Resort Support Commercial that can be allocated within the Village MPD to Pods A, B1, and B2. With approval of the proposed application, 3,600 sf of Resort Support Commercial will be allocated to Lot 1, leaving a balance of 3,687 sf unallocated Resort Support Commercial available under the Flagstaff Development Agreement.
16. Accounting of the support commercial, residential accessory space, and support meeting space is finalized at the time of review of the Conditional Use Permit and

memorialized in the final condominium plat(s).

17. On March 29, 2007, the City Council approved the Parcel B-2 Empire Village Subdivision creating three lots of record for Parcel B-2 (West). The Parcel B-2 Empire Village Subdivision amended and consolidated parcel A of the prior Empire Village Subdivision for the Empire Day Lodge and created Lot B, site of the Daly West head frame and access to JSSD underground mine tunnels, and Lot C, site of the Montage Resort and Spa CUP.
18. Subject property is a metes and bounds parcel and is not part of the Parcel B-2 Empire Village Subdivision plat.
19. The staff report for the Parcel B-2 Empire Village Subdivision indicates that the Parcel B-2 East would have to be platted to create a legal lot for development of 81 UE of residential condominiums.
20. Parcel B-2 Empire Village Subdivision plat was recorded on May 23, 2007.
21. The proposed B2 East Subdivision plat creates one lot and one parcel for the B-2 East parcel. Lot 1 is 6.91 acres in area and Parcel A is 0.94 acres in area. Total property consists of 7.85 acres.
22. Lot 1 has frontage on Marsac Avenue, a State Highway and utilities are available to the lot. A Line Extension Agreement approval letter was issued by SBWRD on January 24, 2017.
23. All existing and required easements will be recorded on the plat, including utilities, storm drainage, access, snow storage, etc. No changes are proposed to existing streets.
24. Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Additional off-site utility easements maybe required and will have to be recorded prior to issuance of building permits.
25. There is an existing curb cut off Marsac Avenue. Any relocation of this curb cut for future buildings requires review and approval by the City Engineer and UDOT.
26. There is no minimum or maximum lot size or lot width in the RD District.
27. All applicable requirements of Land Management Code apply, unless otherwise allowed per the Flagstaff Development Agreement and Pod B2 at Empire Pass MPD.
28. A height exception and building volumetric were approved with the Pod B2 at Empire Pass MPD.
29. The final Mylar plat is required to be approved and signed by the Snyderville Basin Water Reclamation District prior to recordation to ensure that requirements of the District are addressed.
30. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.
31. In September 2016, the applicant began working under an Administrative Settlement and Order on Consent for Removal Action with the EPA permit to remediate and remove mine soil from the property and to close an old mine shaft/adit on the property. After the mine shaft closure was completed, this work was halted in November 2016 on account of the weather. Some contaminated soil remains on site in the area of the former and remaining parking lot. The adit (a gently sloping shallow tunnel) discovered during the mine shaft closure has been temporarily closed but will require further work at time of building construction.

32. On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report. This plat identifies an on-site housing obligation of 4.2 AUE (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into the building (s) and noted on the plat.
33. Requirements of the Flagstaff Development Agreement will be reviewed and verified for compliance during the Conditional Use Permit application review for development of Lot 1. This includes transportation, affordable housing, environmental, transfer fees, construction mitigation, and others as may apply. Some of these obligations are triggered by the number of certificates of occupancy issued.
34. 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 plat.
2. The subdivision plat is consistent with the Park City Land Management Code and applicable State law regarding subdivisions, the Park City General Plan, and the Empire Pass Pod B-2 Master Planned Development.
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 Attorney and City Engineer will review and approve the final form and content of the subdivision 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 Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless a written request for an extension is submitted to the City prior to the expiration date and the City Council grants an extension.
3. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements, continue to apply.
4. The plat will note that conditions of approval of the Village at Empire Pass Master Planned Development and the Pod B-2 Master Planned Development shall continue to apply.
5. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
6. Non-exclusive public utility easements (PUE) shall be indicated on the plat prior to recordation as approved by the City Engineer and SBWRD, including drainage easements.
7. A financial security to guarantee for the installation of any required public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.

8. A ten foot (10’) wide public snow storage easement is required along the public street frontage of the Lot and Parcel.
9. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit. A note stating this shall be on the plat.
10. No building permits shall be issued on Lot 1 or Parcel A until the mine shaft has been fully closed and mine soil remediation under EPA supervision has been completed. Prior to issuance of any building permits, documentation certifying the work is complete shall be presented to the Chief Building Official and Planning Director. As part of any building permit submission, property owner shall submit a closure plan for the adit, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the adit.
11. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts onto Marsac Avenue, a state highway, is required. If documentation of the existing curb cut does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.
12. Any modifications to existing curb cuts for access to Marsac Avenue, a state highway, must be approved by the City Engineer and UDOT.
13. A Conditional Use Permit approval is required prior to issuance of a building permit for the residential building proposed on Lot 1.
14. A final grading and utility plan, including storm water and drainage plans, shall be submitted with the Conditional Use Permit for development on Lot 1, for approval by the City Engineer and SBWRD. No building permits shall be issued until all necessary utility easements are recorded.
15. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
16. Requirements of the affordable housing mitigation plan shall be addressed with the Conditional Use Permit and condominium plat. A note shall be included on the plat indicated that the development of Lot 1 has an on-site affordable housing obligation of 4.2 AUE, to be consistent with all requirements of the Flagstaff Affordable Housing Mitigation Plan. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat.
17. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017. The Owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with this agreement are to be depicted on the plat.
18. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
19. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.

21. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein (e.g. soil and mine remediation to be complete prior to building permit issuance). This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
22. A Construction Mitigation Plan shall be submitted with the Conditional Use Permit application and in advance of issuing building permits.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this _______ day of March, 2017.

PARK CITY MUNICIPAL CORPORATION

____
Jack Thomas, Mayor

ATTEST:

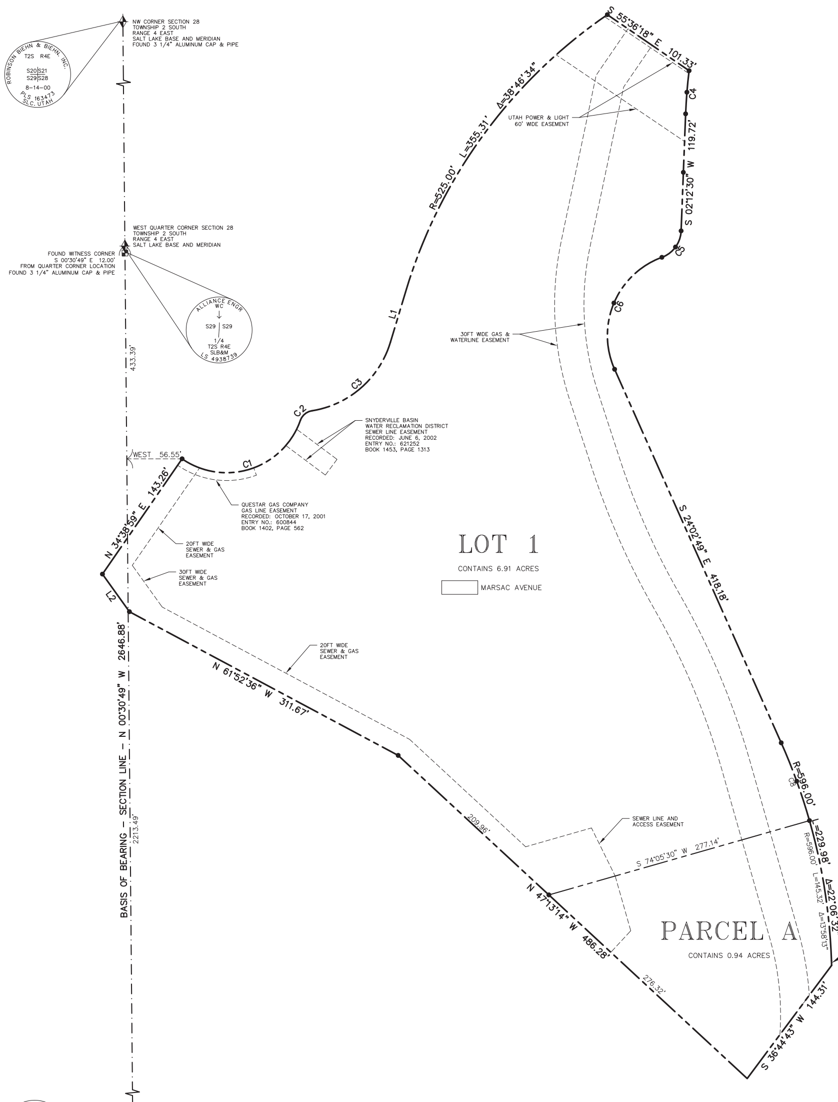
____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Proposed subdivision plat

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	N 35°40'02" W	47.30

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	105°16'44"
C2	15.00	16.15	61°42'18"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	4°50'10"
C5	30.00	35.43	67°39'38"
C6	85.00	139.33	93°54'58"
C7	460.00	4.79	0°35'48"
C8	596.00	84.66	8°08'19"

LEGEND

- Set 5/8" rebar w/cap "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

60' 0 60' 120'

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No.4938739 MARTIN A. MORRISON State of Utah

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, this Record of Survey map of B2 EAST SUBDIVISION has been prepared under my direction and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTIONS

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 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, according to the official plat thereof on file and of record 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 (chord bears North 48°55'52" East 106.41 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 (chord bears South 04°37'35" West 44.30 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 229.98 feet through a central angle of 22°06'32" to a point of compound curve to the right having a radius of 460.00 feet, of which the radius point bears South 88°03'42" West; thence southerly along the arc of said curve 4.79 feet through a central angle of 00°35'48"; thence South 36°44'43" West 144.31 feet; thence North 47°13'14" West 486.28 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.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, the undersigned owner of the herein described tract of land, to be known hereafter as B2 EAST SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _______________, 2016.

REDUS Park City LLC, a Delaware limited liability company

By: REDUS Properties, Inc., a Delaware corporation

Its: manager

By: ________________________________

Name: ________________________________

Title: ________________________________

ACKNOWLEDGMENT

State of __________:

ss:

County of __________:

On this _____ day of ____________________, 2016, _____________ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, _____________ acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____

A Notary Public commissioned in ________________

____

Printed Name

Residing in: ________________

My commission expires: ____________________

NOTES:

1. This plat is subject to the Conditions of Approval in Ordinance 2016–_____.
2. Wastewater service to B2 East Subdivision shall be provided by The Snyderville Basin Water Reclamation District ("District"). A Line Extension Agreement with the District may be required for Lot 1. If necessary, it shall be the responsibility of the Owner to extend the public wastewater system with Lot 1 according to the requirements of the Line Extension Agreement.
3. Conditional use permit approval will be required prior to construction on Lot 1.
4. A declaration of condominium and a recorded condominium map will be required for the purpose of the sale of individual units within the single development lot shown hereon.
5. The lot and parcel described on this plat are subject to the 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"). By separate Declaration of Development Covenants, recorded ______ as Entry No. ____________ in the official records of the Summit County Recorder, Lot 1 has been allocated the right to develop 81 Unit Equivalents within 70 multifamily dwelling units and the obligation to locate 4.2 Affordable Unit Equivalents thereon, as each of those capitalized terms is defined in the Development Agreement. Declaration of Development allocates a maximum of 3,600 square feet (3.6 commercial Unit Equivalents) for Resort Support Commercial within Lot 1. The foregoing confirmation of the allocation of commercial Unit Equivalents does not include the 5% additional support commercial allowed by existing codes, which number shall be determined and added to the entitlement for Lot 1 at such time as the owner of Lot 1 obtains a conditional use permit approval. No Unit Equivalents will be allocated to Parcel A as Parcel A is to be used in connection with resort and similar activities.
6. Owners and potential buyers of any parcel, unit or land within the lot or parcel depicted on this plat are given notice that they own or are buying property in a resort area in which all–season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, snowboarders, mountain bikers and other resort patrons, equipment, machine–made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
7. The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
8. [Utility Easement dedication – await comments from PCMC regarding Waterline]
9. The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.
10. A 10' snow storage easement is hereby dedicated to the Master Association along the frontage of the single development lot depicted hereon.
11. Fire sprinklers will be required within all dwellings constructed on the single development lot depicted hereon.

B2 EAST SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

1/30/17 JOB NO.: 12–2–16 FILE: X:\Empire\dwg\srv\plat2016\120216–B2 East.dwg

(435) 649–9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060–2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2017

BY ______________ S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2016

BY ______________ CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF __________, 2017

BY ______________ PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF __________, 2017

BY ______________ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF __________, 2017

BY ______________ MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF __________, 2017

BY ______________ PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______________________________

DATE _________ TIME ______ ENTRY NO. __________

________ FEE ____________________ RECORDER

EXHIBIT B
See link for entire doc

Recorded at the request of and return
to: Park City Municipal Corp.
Attn: City Recorder
P.O. Box 1480, Park City, UT 84060

Recorded this ___ day of
________, 2007
at Book # ___ Page # ___

ENTRY NO. 00806100
03/02/2007 02:42:51 PM B: 1850 P: 1897
Agreement PAGE 1 / 49
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE $ 0.00 BY PARK CITY MUNICIPAL CORP

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR FLAGSTAFF MOUNTAIN, BONANZA FLATS, RICHARDSON FLATS, THE 20-Acre QUINN'S JUNCTION PARCEL AND IRON MOUNTAIN

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 2nd day of March, 2007, by and between UNITED PARK CITY MINES COMPANY, ("UPCM" or "DEVELOPER"), DEER VALLEY RESORT COMPANY, ("DEER VALLEY"), and PARK CITY MUNICIPAL CORPORATION, a third class city of the State of Utah ("City") (collectively, the "Parties").

RECITALS

A. WHEREAS, DEVELOPER and DEER VALLEY own approximately: 1,600 of 1,750 acres of patented mining claims located in the unincorporated Flagstaff Mountain area of Summit County, more particularly described and depicted in Exhibit A attached hereto (hereafter, "Flagstaff Mountain"); approximately 106 acres of patented mining claims located on Iron Mountain within an unincorporated area of Summit County more particularly described and depicted in Exhibit B attached hereto (hereafter, "the Iron Mountain Parcels"); approximately 1,500 acres of patented mining claims, constituting all of UPCM's land located in the unincorporated Bonanza Flats area of Wasatch County more particularly described and depicted in Exhibit C attached hereto (hereafter, "Bonanza Flats"); all of UPCM's land east of U.S. 40 and south of S.R. 248 constituting approximately 650 acres of real property owned in fee simple located immediately east of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit D attached hereto (hereafter, "Richardson Flats"); and approximately 20-Acres of real property owned in fee simple located west of U.S. 40 and south of S.R. 248 within an unincorporated area of Summit County more particularly described and depicted in Exhibit E attached hereto (hereafter, "the 20-Acre Quinn's Junction Parcel");

B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;

C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;

D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;

E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;

G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and

I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the Park City Land Management Code (LMC) in effect on the date of a complete application or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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[1] This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

[2] This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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[3] This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

[4] This definition has been inserted in anticipation of its inclusion in a new revision of the Land Management Code. This definition will be superceded by an LMC definition of the term.

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **"Richardson Flats"** means all of UPCM's property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **"Transportation Hub"** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **"Unit Equivalent,"** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.[5] Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

2.1. DEVELOPER is hereby granted the equivalent of a Large Scale Master Planned Development (Large Scale MPD) for Flagstaff Mountain. This Large Scale MPD sets forth maximum densities, location of densities and DEVELOPER-offered amenities and is subject to all normally-applicable City processes, and in addition thereto, such processes defined below, including DEVELOPER's responsibility, prior to or concurrent with the Small Scale MPD process, to submit and ultimately to obtain (upon modification, if necessary) City approval, of satisfactory plans detailed below:

---

[5] Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

Neighborhood; various ski related improvements, and the Silver Mine Adventure. Upon annexation, Flagstaff Mountain will be zoned as shown on the zoning map attached hereto as Exhibit P. The following maximum development parameters apply to Flagstaff Mountain:

2.2.1 **Mountain Village:** The Mountain Village is constrained as follows:

2.2.1.1 **Small Scale MPD.** Site specific volumetrics and configuration will be established in the Small Scale MPD process.

2.2.1.2. **Maximum Development Area.** In the Small Scale MPD process, the entire Mountain Village development shall be constrained within a total of 87 acres.

2.2.1.3. **Maximum Density.** The maximum density within the Mountain Village is 785 Unit Equivalents configured in no more than 550 dwelling units.[6] Such density shall be configured as multi-family, hotel, or PUD units, provided the PUD units do not exceed 60. PUD units consume Unit Equivalents in the same respect as multifamily units. Additionally, the Mountain Village may contain up to 16 detached single family home sites.

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

2.2.1.5. **Commercial.** The Mountain Village may additionally include up to 75,000-sq. ft. of Resort Support Commercial uses, which shall include Neighborhood

[6] Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent. In the case of the Montage, the 192 Montage hotel rooms shall count as Unit Equivalents at the rate of 1 Unit Equivalent per 2,000 square feet of hotel rooms, but such hotel rooms shall not have kitchens and shall not count as dwelling units.

Convenience Commercial uses for residents and visitors such as groceries and sundries.

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible. DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

2.2.1.7. **Public Trails.** DEVELOPER shall construct and dedicate public trails designated on an accepted Trails Master Plan. Many trails will be constructed on land ultimately owned by DEER VALLEY. In those areas, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations for public trail use. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.

2.2.1.8. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER and/or DEER VALLEY shall execute for the benefit of the City perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which, at a minimum, shall prevent the construction thereon of residential, commercial and retail structures but shall provide for ski-related uses consistent with paragraph 2.5 herein.

2.2.1.9. **Parking.** Each Small Scale MPD submittal shall include a parking management plan with respect to the portion of the property covered by such Small Scale MPD submittal.

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[7] Reclamation shall include, at a minimum, revegetation of exposed areas.

The goal of the plan is to design the Mountain Village in such a way as to reduce parking demand by 25%. DEVELOPER shall plan and encourage within the Mountain Village portion of the Project programs such as parking management, paid parking for commercial uses, shuttles and other programs designed to reduce the demand for private vehicles and parking. DEVELOPER shall provide for shared parking in all commercial, short-term residential and mixed-use buildings. Assigned or reserved spaces within commercial, short-term residential and mixed-use buildings are prohibited except that in the case of the Montage, one parking space may be assigned for each dwelling unit (excluding the 192 hotel rooms). The majority of the required parking areas will be fully enclosed and/or constructed underground.

2.3 **Prospect Ridge.** DEVELOPER considers the Prospect Ridge area depicted in Exhibit K to be a critical viewshed area for Old Town.

2.3.1 **Public Trails.** Consistent with the Trails Mater Plan, DEVELOPER shall construct and dedicate to the City public trails designated within the Prospect Ridge area.

2.3.2 **Deed Restricted Open Space.** Within 30 days of issuance of the first Small Scale MPD, DEVELOPER shall cause to be recorded a document, approved by the City, which shall impose perpetual covenants and use restrictions for that portion of Prospect Ridge depicted as "Recreation Open Space Dedication" on Exhibit K which shall prevent the construction thereon of residential, commercial and/or retail structures, ski lifts, and developed alpine ski runs.

2.4. **Northside Neighborhood.** The Northside Neighborhood is composed of property owned by five separate Northside Neighborhood Property Owners and, upon their written acceptance of the terms of this Agreement,

EXHIBIT C

PARK CITY 1884
PLANNING DEPARTMENT

March 15, 2007

The DV Luxury Resort LLC
136 Heber Avenue, Suite 204
Park City UT 84060

Sent via email

NOTICE OF PLANNING COMMISSION ACTION

Project Name	Pod B-2, Empire Pass
Project Description	Master Planned Development
Date of Meeting	March 14, 2007

Action Taken By Planning Commission: The Planning Commission APPROVED the proposed Empire Pass B-2 Master Planned Development based on the following:

Analysis
All Master Planned Developments shall contain the following minimum requirements in accordance with Section 15-6-5 of the Land Management Code.

(A) ***DENSITY****. The type of Development, number of units and Density permitted on a given Site will be determined as a result of a Site Suitability Analysis and shall not exceed the maximum Density in the zone, except as otherwise provided in this section. The Site shall be looked at in its entirety and the Density located in the most appropriate locations.*
Complies
During the Olympic break in 2002, a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33-foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved development pods without the necessity of a height increase above the 33-foot RD zone height limit; and

Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

The additional 80 Unit Equivalents proposed for B-2 can be absorbed within the Empire Pass project in Code compliant 33-foot height buildings as shown on Exhibit A. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side and 81 condominiums (81 UEs) on the east side.

(B) ***MAXIMUM ALLOWED BUILDING FOOTPRINT FOR MASTER PLANNED DEVELOPMENTS WITHIN THE HR-1 DISTRICT****.* ***(Not applicable)***

(C) ***SETBACKS****. The minimum Setback around the exterior boundary of an MPD shall be twenty five feet (25') for Parcels greater than one (1) acre in size.*
Complies
The annexed area of Flagstaff Mountain was granted a large-scale MPD at the time of annexation with specific development pods. The Planning Commission and staff have consistently maintained that the setback requirement is fulfilled at the annexation boundary and does not need to be met within the defined development pods.

(D) ***OPEN SPACE****. All Master Planned Developments shall contain a minimum of sixty percent (60%) open space.*
Complies
As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as amended, within the original 1550 acres or 5% of the land area.

(E) ***OFF-STREET PARKING****. The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of this Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the Applicant at the time of MPD submittal.*
Complies

The Flagstaff Development Agreement stipulates that parking will be reduced by 25% below the Code requirements. The parking plan submitted meets this requirement and exceeds it. Based on the proposed residential unit sizes, hotel rooms and commercial spaces, the parking at B-2 West (west of the Empire Day Lodge, the site for the Montage Hotel) would require 742 spaces, reduced 25% to

561. The applicant is proposing a further reduction at B2 West to 530 stalls because valet parking will be mandatory for guests. The valet parking will be in a tandem configuration. The Planning Commission will need to make a finding that tandem parking for 192 spaces is acceptable with a valet program. Parking at B-2 East (east of the Empire Day Lodge and site of 81 condominiums and two employee housing units) would require by Code 165 spaces plus the 75 for the Empire Day Lodge. The 165 would be reduced 25% to 124 spaces. Each of the residential condominium units will be allowed to have one space assigned to the unit.

(F) ***BUILDING HEIGHT****. The height requirements of the Zoning Districts in which an MPD is located shall apply except that the Planning Commission may consider an increase in height based upon a Site specific analysis and determination. The Applicant will be required to request a Site specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings can be made. In order to grant Building height in addition to that which is allowed in the underlying zone, the Planning Commission is required to make the following findings:*

(1) The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone required Building Height and Density, including requirements for facade variation and design, but rather provides desired architectural variation;

Complies

Please refer to section (A) Density above for discussion on the density built at the 33-foot zone height. Exhibit B is the applicant's narrative on each of the criteria for additional height. Square footage is governed by the Development Agreement, as amended. Code requirements for façade and roof variation will apply. The applicant is requesting a maximum building height of 114 feet above the USGS datum at the entry to the Montage and a maximum building height of 82 feet for the east side condominiums. As each of these sites have been or will be heavily disturbed for the mine soils mitigation, no "natural grade" can be established.

(2) Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss or air circulation have been mitigated to the extent possible as defined by the Planning Commission;

Complies

The only existing structure is the Empire Day Lodge. The lodge is situated between the Montage Hotel to the west and the additional residential condominiums to the east. Neither of the proposed buildings will have an effect on the solar access to the day lodge. The major controlling factor in B2 is the ridgelines to the east, south, and west. Proposed are greater setbacks from the buildings to the day lodge than would be allowed by the LMC thereby allowing greater air flow through the project area.

(3) There is adequate landscaping and buffering from adjacent Properties and Uses. Increased Setbacks and separations from adjacent projects are being proposed;

Complies
The Montage hotel to the west of the day lodge is approximately 170 feet away; the condominium buildings to the east are approximately 70 away from the day lodge. The RD zone requirement is 12 feet for side yard setbacks. The conceptual landscape plan has significant landscaping between these buildings.

(4) The additional Building Height has resulted in more than the minimum open space required and has resulted in the open space being more usable;
Complies
The Flagstaff Annexation clustered the development of the project into several development pods, leaving 88% of the area as open space. Most of this open space is used for ski terrain, other recreation, and wildlife habitat.

(5) MPD's which include the additional height shall be designed in a manner so as to provide a transition in roof elements in compliance with Chapter 9 Architectural Guidelines or Historic District Design Guidelines if within the Historic District; and
Complies
The applicant has provided conceptual renderings and detailed volumetrics for the Montage hotel and east side condominiums. The roof elements are substantially stepped and provide architectural interest.

(6) Structures within the HR-1 District which meets the standards of development on Steep Slopes, may petition the Commission for additional height per criteria found in Section 15-2.2-6.
This section is not applicable.

If and when the Planning Commission grants additional height due to a Site specific analysis and determination, that additional height shall only apply to the specific plans being reviewed and approved at the time. Additional Building Height for a specific project will not necessarily be considered for a different, or modified, project on the same Site.

(G) ***SITE PLANNING****. An MPD shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project should be designed to fit the Site, not the Site modified to fit the project. The following shall be addressed in the Site planning for an MPD:*

(1) Units should be clustered on the most developable and least visually sensitive portions of the Site with common open space separating the clusters. The open space corridors should be designed so that existing Significant Vegetation can be maintained on the Site.
Complies
The Montage hotel on the west side is placed within a heavily disturbed site. The east side condos are sited over the existing sales office and East-West development office. This area has significant regulated soils that are required to be removed and would necessitate the removal of the aspens in this area. There is significant space

between the Montage and the Empire Lodge and the Lodge and the condo buildings to the east. These gaps provide visual corridors to the ridgeline behind.

(2) Projects shall be designed to minimize Grading and the need for large retaining Structures.
Complies
Significant excavation will be required; however, the buildings will fill the excavated areas with underground parking and service facilities. There are several retaining structures and a bridge into the entry court to the Montage. Generally, the buildings step with the site without the need of large or numerous retaining structures. The outdoor amenities to the buildings will flow at grade into the existing landscape. The ski run around the east and north side of the Hotel will require substantial grading; however, this is already a disturbed site from previous mining and remediation activities.

(3) Roads, utility lines, and Buildings should be designed to work with the Existing Grade. Cuts and fills should be minimized.
Complies
Minimal road work is required. An access road to the Montage is proposed to intersect State Route 224 just before the traffic circle. A bridge will span the drainage gully in this area. The buildings will step with the grade requiring minimal walls and cut/fill slopes.

(4) Existing trails should be incorporated into the open space elements of the project and should be maintained in their existing location whenever possible. Trail easements for existing trails may be required. Construction of new trails will be required consistent with the Park City Trails Master Plan.
Complies
The Mid-Mountain trail loops behind (south) of the project site. Although not a specifically identified trail on the Mountain Trails Foundation 2006 Tail Map, the emergency access road up Empire Canyon from the top of Daly Avenue is used by hikers and bikers. The site plan shows a proposed ski trail to the future pod Z lift in the area as well.

(5) Adequate internal vehicular and pedestrian/bicycle circulation should be provided. Pedestrian/ bicycle circulations shall be separated from vehicular circulation and may serve to provide residents the opportunity to travel safely from an individual unit to another unit and to the boundaries of the Property or public trail system. Private internal Streets may be considered for Condominium projects if they meet the minimum emergency and safety requirements.
Complies
No new streets are being created except for the short access road into the project site.

(6) The Site plan shall include adequate Areas for snow removal and snow storage. The landscape plan shall allow for snow storage Areas. Structures shall be set back

from any hard surfaces so as to provide adequate Areas to remove and store snow. The assumption is that snow should be able to be stored on Site and not removed to an Off-Site location.
Complies
There are minimal hard surfaces as all parking is underground. The hard surfaces proposed (entry drives, porte cochere, and patios) will be heated eliminating the need for snow storage.

(7) It is important to plan for refuse storage and collection and recycling facilities. The Site plan shall include adequate Areas for dumpsters and recycling containers. These facilities shall be Screened or enclosed. Pedestrian Access shall be provided to the refuse/recycling facilities from within the MPD for the convenience of residents and guests.
Complies
All refuse storage facilities will be underground in the garages of the buildings. Hotel staff will handle refuse and recycling collection.

(8) The Site planning for an MPD should include transportation amenities including drop-off Areas for van and shuttle service, and a bus stop, if applicable.
Complies
The Flagstaff Mountain annexation included 15 Technical Reports, one of which is the Transit Plan. The Transit Plan has been amended and updated with the inclusion of the Montage. The Montage project has additional transportation elements for guests and employees as found in the November 27, 2006 Technical Memorandum submitted by Fehrs and Peers, Transportation Consultants, on behalf of the developer.. Both the east and west phases will have drop-off/pick-up areas outside of the circulation pattern for the garages.

(9) Service and delivery Access and loading/unloading Areas must be included in the Site plan. The service and delivery should be kept separate from pedestrian Areas.
Complies
Service and delivery, particularly for the Montage hotel, are located within the garage level. The garage door and loading areas can accommodate a semi-truck.

*(H) **LANDSCAPE AND STREETSCAPE**. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. Where landscaping does occur, it should consist primarily of appropriate drought tolerant species. Lawn or turf will be limited to a maximum of fifty percent (50%) of the Area not covered by Buildings and other hard surfaces and no more than seventy-five percent (75%) of the above Area may be irrigated. Landscape and Streetscape will use native rock and boulders. Lighting must meet the requirements of LMC Chapter 15-5, Architectural Review.*
Complies
Minimal vegetation currently exists due to the mining activities associated with the site. Landscaping will be accomplished using native and other appropriate drought-

tolerant plant materials in accordance with the Flagstaff Design Guidelines. A small formal lawn area is proposed on the south side of the Montage. Irrigation will be principally by drip.

*(I) **SENSITIVE LANDS COMPLIANCE**. All MPD Applications containing any Area within the Sensitive Areas Overlay Zone will be required to conduct a Sensitive Lands Analysis and conforms to the Sensitive Lands Provisions, as described in LMC Section 15-2.21.*
Complies
The Flagstaff Annexation is not included in the Sensitive Lands Overlay. However, there is one locally rare native plant that has been identified by the Utah Native Plant Society. The applicant has been in contact with the UNPS to identify the location of the plant colony and to take steps to preserve it. The plant is not located within the development area.

*(J) **EMPLOYEE/AFFORDABLE HOUSING**. MPD Applications shall include a housing mitigation plan which must address employee Affordable Housing as required by the adopted housing resolution in effect at the time of Application.*
Complies
Additional employee/affordable housing is required with the increased 80 Unit Equivalents. The mitigation rate in the original Development Agreement would increase the housing requirement by 5.7 Affordable Employee Units (AEUs). In accordance with the Development Agreement, 25% of the required housing must be on-mountain. The Montage is programming 10 units on-site which include the 5.7 and additional AEUs for the rest of Empire Pass.

*(K) **CHILD CARE**. A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for Child Care.*
Complies
Staff does not recommend that a Child Care Center be provided on-site. Limited permanent Child Care demands will be generated by the hotel and condominiums.

Approval: The Planning Commission based their decision on the Analysis, above, and the following:

<u>Findings of Fact</u>

1. The Master Planned Development (MPD) is for Pod B-2 of the Flagstaff Mountain Resort Annexation area, know known as Empire Pass.
2. The MPD is located in the RD-MPD zoning district.
3. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.

4. The City Council approved an amendment to the Development Agreement on February 1, 2007, that increased the allowable density by 80 Unit Equivalents, 192 hotel rooms (included in the 80 UEs) and the allowable units by 77.5, to be located in the B-2 MPD.
5. Concurrent with this application and approval, the Planning Commission approved the Conditional Use Permit for Phase I of this MPD on March 14, 2007. Phase I is the Montage Hotel to be located on the west side of the Empire Day Lodge (B-2 West).
6. Concurrent with this application, the Planning Commission forwards a positive recommendation to the City Council for the amended Pod B-2 Empire Village Subdivision.
7. The total number of units approved with this MPD are 192 hotel rooms using 69.6 Unit Equivalents (UEs) and 94 hotel condominiums (114 UEs) in the west side of the Empire Day Lodge (B-2 West) and 81 condominiums (81 UEs) on the east side of the Empire Day Lodge (B-2 East). In addition, there is 35,000 square feet of spa space, 28,059 square feet of bar/restaurant/retail space and approximately 15,000 square feet of meeting/conference space and lounge areas.
8. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). A height exception to 114 feet above a benchmarked grade (USGS 8346') is requested.
9. The volumetrics as shown in the exhibits dated April 24, 2006, and reviewed by the Planning Commission provide the façade shifts and roof shifts necessary to create architectural interest and break the building into smaller components.
10. The setbacks within the RD zone are twenty feet (20') in the front (25 feet to front facing garage), fifteen feet (15') to the rear and twelve feet (12') on the side. Setbacks are the minimum distance between the closest of the following: property line, platted street, or existing curb or edge of street.
11. The elevation and climate of Flagstaff creates a harsh environment for utilities and their maintenance.
12. The Development Agreement requires the Master Developer to provide water source capacity.
13. The Flagstaff Mountain Resort Development Agreement, as amended, requires reclamation of mine hazards.
14. The **Analysis** section of this staff report is incorporated herein.

<u>Conclusion of Law:</u>
1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.

6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
11. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD has been noticed and public hearing held in accordance with this Code.
13. The MPD, as conditioned, is consistent with the approved Flagstaff Mountain Resort Development Agreement, as amended.

Conditions of Approval:

1. The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
2. A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission.
3. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the B-2 Master Planned Development area. The utility plan may include temporary utilities that must be removed (not just abandoned) upon completion of permanent utilities.
4. All regulated soils will be removed from the site and transported via SR 224 and SR 248 to the engineered repository at Richardson Flats. A specific hauling plan, similar to the previous soils hauling operation, must be approved by the Chief Building Official and will incorporate safety inspections, daily reports, and coordination between the City Police and Utah Highway Patrol.
5. Prior to issuance of any building permits for that unit or building which causes overall water consumption at Empire Pass to exceed 150 gallons per minute (approximately 75 units), the Master Developer shall have provided adequate water source capacity satisfactory to the City Attorney and Public Works Director.
6. A revised Mine Soils Hazard Remediation Technical Report (Exhibit 1 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any building permit being issued. Prior to vertical construction of the project, UPCM

shall provide acknowledgement from the State of compliance with State mining regulations regarding operation, reclamation, surety, and post-mining land use permit requirements.

7. A revised Emergency Response Plan (Exhibit 7 of the Technical Reports) shall be submitted to the Chief Building Official. Approval of the revised plan shall have been made by the Building Official prior to any building permit being issued. The fire protection component of the plan shall ensure that Park City's ISO rating is not negatively affected by construction of the Montage.
8. The revised Transit Plan dated November 27, 2006, as submitted by Fehr and Peers, Transportation Consultants, on behalf of the applicant will be implemented at Certificate of Occupancy for the Montage Hotel.
9. The $1.8 million bond for the Richardson Flats Park and Ride, in a form approved by the City Attorney, shall be posted prior to any building permit issuance.
10. The 30 acres at Richardson Flats for the Park and Ride and future recreation facilities will be dedicated to the City (unless the City agrees to a lease), in a form approved by the City Attorney, prior to building permit issuance.
11. The additional 20 Employee Housing Units will begin construction within 24 months from the effective date of the amended Development Agreement (March 2, 2007) or post a financial guarantee in a form acceptable to the City Attorney equal to 10 percent of the estimated construction costs of the additional Affordable Units.

Sincerely,

Brooks T. Robinson
Principal Planner

Ordinance No. 09-

AN ORDINANCE APPROVING THE HOTEL AND RESIDENCES AT EMPIRE CANYON RESORT RECORD OF SURVEY PLAT LOCATED AT 9100 MARSAC AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Hotel and Residences at Empire Canyon Resort record of survey plat, Lot C of the Parcel B-2 Empire Village Subdivision, have petitioned the City Council for approval of the Hotel and Residences at Empire Canyon Resort record of survey plat; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on May 13, 2009, to receive input on the Hotel and Residences at Empire Canyon Resort record of survey plat;

WHEREAS, the Planning Commission, on May 13, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 28, 2009, the City Council held a public hearing on the Hotel and Residences at Empire Canyon Resort record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Hotel and Residences at Empire Canyon Resort Record of Survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Hotel and Residences at Empire Canyon Resort record of survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:
1. The property is located at 9100 Marsac Avenue, Lot C of the Parcel B-2 Empire Village Subdivision
2. The Hotel and Residences at Empire Canyon Resort record of survey plat is located in the Residential Development zoning district as part of the Flagstaff Mountain Master Planned Development (RD-MPD).
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development

Agreement sets forth maximum densities, location of densities, and developer-offered amenities.

4. The City Council approved an amendment to the Development Agreement on February 1, 2007, that increased the allowable density by 80 Unit Equivalents, including the 192-room Montage Hotel.
5. The Planning Commission approved the B-2 Master Planned Development on March 14, 2007. The Montage is Phase I, while a second, residential, project will be Phase II.
6. The City Council approved the Parcel B-2 Empire Village Subdivision on March 29, 2007.
7. The proposed Hotel and Residences at Empire Canyon Resort record of survey plat is for a 174 room hotel with an additional 84 condominiums utilizing a total of **181.7 Unit Equivalents**. In addition, there is 59,765 square feet of Commercial Space **(59.8 Commercial UEs)** and approximately 15,000 square feet of meeting/conference space and lounge areas (up to 39,000 square feet or 5% of building allowed). Total square footage, excluding the garage, is approximately 780,173 square feet. For those elements that were approved by the MPD and are not currently within the project (total rooms, units, commercial space and Unit Equivalents), the applicant retains the vested rights and these may be added in the future following the appropriate review and approval processes.
8. The proposed record of survey is consistent with the approved Master Planned Development and Conditional Use Permit for Pod B-2.
9. Talisker will be signing the initial condo unit deeds (DV Luxury signing purchase agreements) as Grantors and getting payment with each condo unit sale. DV Luxury agrees each unit sale is subject to the transfer fund.
10. Ten Employee Housing Units (EHUs) totaling 6,235 square feet **(7.8 AUEs)** are provided within the hotel. The EHU units are platted as private space and are proposed to be owned by the Montage, although this is not a requirement.
11. Five ADA units are provided, three owned by the hotel and two within the for sale units. All five are platted are Private and counts towards the unit counts and UEs.
12. Parking is provided at less than 75% of the Code requirement consistent with the Development Agreement.

<u>Conclusions of Law:</u>

1. There is good cause for this record of survey.
2. The record of survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats and with the approved Master Planned Development and Conditional Use Permit for the Montage Resort and Spa at Pod B-2.
3. Neither the public nor any person will be materially injured by the proposed record of survey.
4. Approval of the record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

<u>Conditions of Approval:</u>

1. The City Attorney and City Engineer will review and approve the final form and

content of the record of survey 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 record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All conditions of approval of the Montage Resort Master Planned Development and the Parcel B-2 Empire Village Subdivision plat shall continue to apply.
4. Applicant DV Luxury Resort, LLC shall comply with the terms of the EPA Agreement, the provisions of the Construction Work Plan for Montage Hotel, Empire Canyon, and EPA's requirements for post-construction site maintenance. DVLR shall record with the Summit County Recorder's Office a notice of the EPA Agreement, in a form consistent with Paragraph 37 of the EPA Agreement and approved by the EPA, which notice shall identify the EPA Agreement and EPA-approved requirements for post-construction site maintenance as the working institutional controls. The EPA-approved Post-Closure Site Control Plan will be placed as an addendum to the Mine Soils Hazard Mitigation Plan. DVLR will also provide environmental disclosure to the buyers of residential units at the property.
5. A plat note shall be added requiring the maintenance of the approved fire protection plan.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this __th day of ___, 2009.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, MAYOR

ATTEST:

____
Jan Scott, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Record of Survey plat

EXHIBIT D

SURVEYOR'S CERTIFICATE

I, Robert J. McMahon, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 349961 as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described hereon and subdivided said tract of land into lots, rights-of-way, and easements to be hereafter known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION and that the same has been correctly surveyed on the ground as shown on this plat.

PROFESSIONAL LAND SURVEYOR No. 349961 ROBERT J. McMAHON State of Utah

ROBERT J. McMAHON 5/15/07
DATE

BOUNDARY DESCRIPTION 1

ALL of Parcel A of the PARCEL A EMPIRE VILLAGE SUBDIVISION according to the official plat thereof on file in the office of the Summit County Recorder, Summit County, Utah. Recorded 6-28-02 as Entry No. 623454.

BOUNDARY DESCRIPTION 2

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

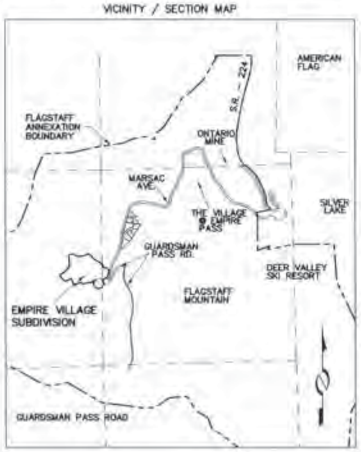
Beginning at a point North 00°30'49" West 2172.54 feet along Section Line and West 163.87 feet from the southeast corner of Section 29, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 64°05'11" East 70.70 feet; thence North 25°54'49" West 112.30 feet; thence South 64°05'11" West 70.70 feet; thence South 25°54'49" East 112.30 feet to the point of beginning.

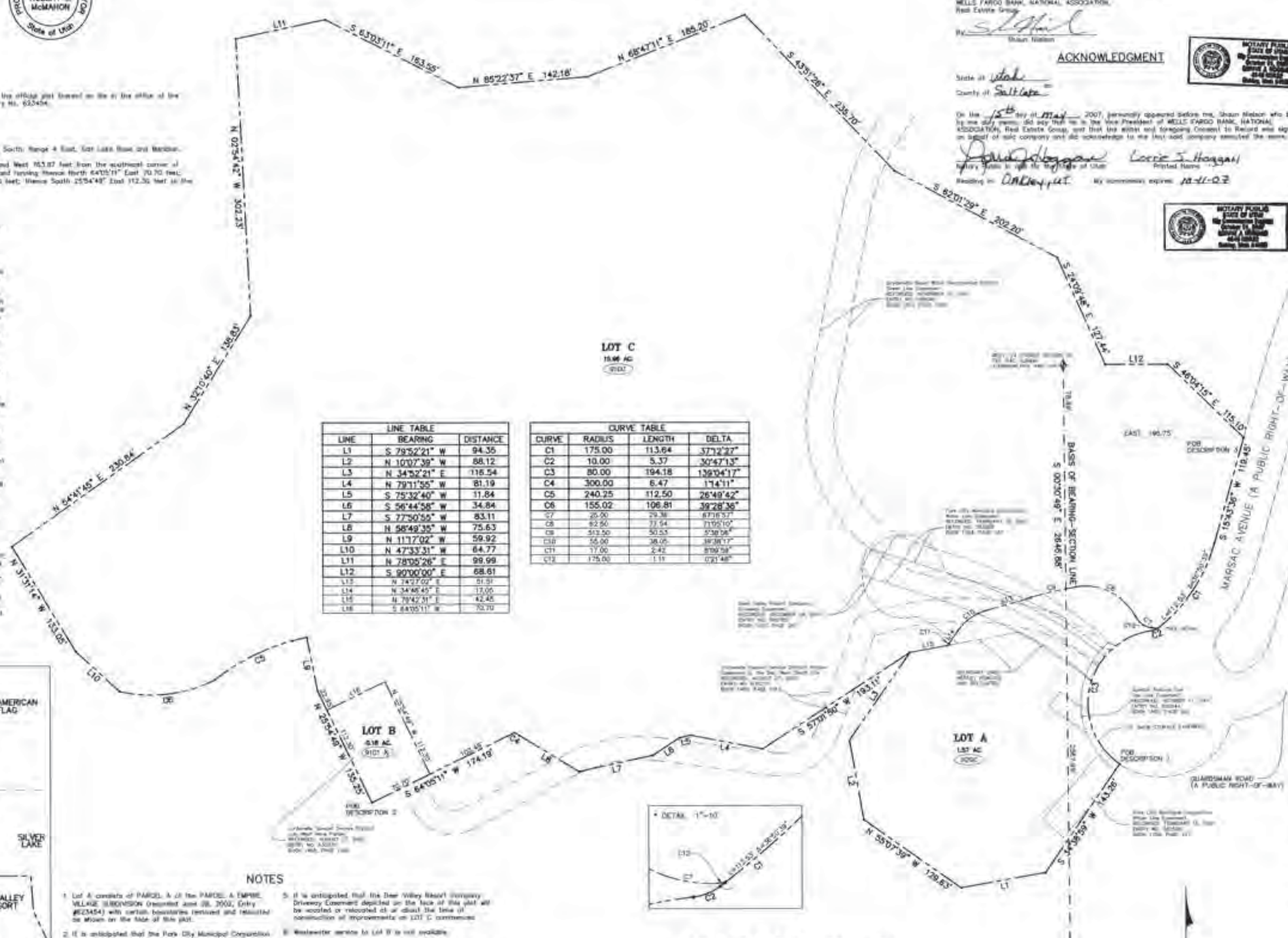
BOUNDARY DESCRIPTION 3

A parcel of land located in the west half of Section 28 and the east half of Section 29, 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 South 00°30'49" East 78.89 feet along section line and East 196.75 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the westerly 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, entry #623451, and running thence along the westerly right-of-way of said Marsac Avenue the following four (4) courses: 1) South 19°43'36" West 119.45 feet to a point on a curve to the right having a radius of 175.00 feet, of which the radius point bears North 74°16'24" West; thence 2) along the arc of said curve 113.64 feet through a central angle of 37°12'27" to a point on a non tangent curve to the right having a radius of 10.00 feet, of which the radius point bears North 37°04'06" West; thence 3) westerly along the arc of said curve 5.37 feet through a central angle of 30°47'13" to a point on a non tangent curve to the left having a radius of 80.00 feet, of which the radius point bears South 06°16'44" East; thence 4) southwesterly along the arc of said curve 91.38 feet through a central angle of 65°26'37" to a point on a non tangent curve to the left having a radius of 360.43 feet, of which the radius point bears South 41°35'39" West, said point being on the northerly boundary of Parcel A, Empire Village Subdivision, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, entry #623454; thence along the northerly boundary of said Parcel A the following two (2) courses: 1) northwesterly along the arc of said curve 95.00 feet through a central angle of 15°06'08"; thence 2) South 79°42'31" West 122.55 feet; thence South 57°01'50" West 193.11 feet; thence North 79°11'55" West 81.19 feet; thence South 75°32'40" West 11.84 feet; thence South 56°44'58" West 34.84 feet; thence South 77°50'55" West 83.11 feet; thence North 58°49'35" West 75.63 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 31°10'25" East; thence along the arc of said curve 6.47 feet through a central angle of 01°14'11"; thence South 64°05'11" West 103.48 feet; thence North 25°54'49" West 112.30 feet; thence South 64°05'11" West 70.70 feet; thence North 25°54'49" West 22.95 feet; thence North 11°17'02" West 59.92 feet to a point on a non tangent curve to the left having a radius of 240.25 feet, of which the radius point bears South 11°17'02" East; thence southwesterly along the arc of said curve 112.50 feet through a central angle of 26°49'42" to a point on a non tangent curve to the right having a radius of 155.02 feet, of which the radius point bears North 26°30'22" West; thence westerly along the arc of said curve 106.81 feet through a central angle of 39°28'36"; thence North 47°33'31" West 64.77 feet; thence North 31°31'14" West 133.05 feet; thence North 54°41'45" East 230.84 feet; thence North 32°10'40" East 138.83 feet; thence North 02°54'42" West 302.23 feet; thence North 78°05'28" East 99.96 feet; thence South 63°03'11" East 163.55 feet; thence North 85°22'37" East 142.18 feet; thence North 68°47'11" East 185.20 feet; thence South 43°51'26" East 235.70 feet; thence South 62°01'29" East 202.20 feet; thence South 24°09'48" East 127.44 feet; thence East 88.61 feet; thence South 46°04'15" East 115.10 feet to the point of beginning.

VICINITY / SECTION MAP





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 79°52'21" W	94.35
L2	N 10°07'39" W	88.12
L3	N 34°52'21" E	116.54
L4	N 79°11'55" W	81.19
L5	S 75°32'40" W	11.84
L6	S 56°44'58" W	34.84
L7	S 77°50'55" W	83.11
L8	N 58°49'35" W	75.63
L9	N 11°17'02" W	59.92
L10	N 47°33'31" W	64.77
L11	N 78°05'28" E	99.99
L12	S 90°00'00" E	88.61
L13	N 74°27'02" E	51.51
L14	N 34°46'45" E	17.06
L15	N 79°42'31" E	42.48
L16	S 64°05'11" W	70.70

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	175.00	113.64	37°12'27"
C2	10.00	5.37	30°47'13"
C3	80.00	194.18	139°04'17"
C4	300.00	6.47	1°14'11"
C5	240.25	112.50	26°49'42"
C6	155.02	106.81	39°28'36"
C7	25.00	29.38	67°18'57"
C8	62.50	77.54	71°05'10"
C9	512.50	50.53	5°38'56"
C10	55.00	38.05	39°38'17"
C11	17.00	2.42	8°09'58"
C12	175.00	1.11	0°21'48"

NOTES

1. Lot A consists of PARCEL A of the PARCEL A EMPIRE VILLAGE SUBDIVISION (recorded June 28, 2002, Entry #623454) with certain boundaries removed and relocated as shown on the face of this plat.
2. It is anticipated that the Park City Municipal Corporation Water Line Easement depicted on the face of this plat will be relocated at or about the time construction of improvements on LOT C commences.
3. It is anticipated that the existing Snyderville Basin Water Reclamation District Sewer Line Easement depicted on the face of this plat will be relocated at or about the time construction of improvements on LOT C commences.
4. It is anticipated that the Jordanelle Special Service District Access Easement depicted on the face of this plat will be relocated at or about the time construction of improvements on LOT C commences.
5. It is anticipated that the Deer Valley Resort Company Driveway Easement depicted on the face of this plat will be vacated or relocated at or about the time of construction of improvements on LOT C commences.
6. Wastewater service to Lot B is not available.
7. A 10' snow storage easement is hereby dedicated along the frontage of Marsac Avenue.
8. (9200) Marsac Avenue street address.
9. All conditions of approval of the Empire Pass Master Planned Development and the Pod B-2 Master Planned Development shall continue to apply.
10. No remnant parcel created hereby is separately buildable.
11. No building permits shall be issued on Lot C until the Revised Technical Reports on Mine Soils Hazard Mitigation (Exhibit 1 of the Technical Reports), evidence of Mine Site Reclamation pursuant to Section 2.2.19 of the Development Agreement, as amended, and the Emergency Response Plan (Exhibit 7 of the Technical Reports) shall have been approved by the Chief Building Official.

PARCEL B-2
EMPIRE VILLAGE SUBDIVISION

INCLUDING THE AMENDMENT AND CONSOLIDATION OF FORMER PARCEL A EMPIRE VILLAGE SUBDIVISION

A SUBDIVISION LOCATED IN THE WEST ½ OF SECTION 28, AND THE EAST ½ OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

60' 0 60' 120'

CONSENT TO RECORD

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Trust Deed Beneficiary, in its capacity as Administrative Agent on behalf of and for the benefit of lenders hereby consents to the recordation of this plat.

Executed this 15th day of May 2007.

WELLS FARGO BANK, NATIONAL ASSOCIATION, Real Estate Group

By: Shaun Nielson

ACKNOWLEDGMENT

State of Utah
County of Salt Lake

On the 15th day of May 2007, personally appeared before me, Shaun Nielson who being by me duly sworn, did say that he is the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, Real Estate Group, and that the within and foregoing Consent to Record was signed on behalf of said company and did acknowledge to me that said company executed the same.

Notary Public in and for the State of Utah — Lorrie J. Hoggan, Printed Name
Residing in: Oakley, UT — My commission expires: 10-11-07

NOTARY PUBLIC STATE OF UTAH

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned is an Owner of the herein described tracts of land and hereby causes the same to be divided into lots together with easements and public rights-of-way as set forth on the plat, hereafter to be known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION.

Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner or its representative, hereby irrevocably offers for dedication to the City of Park City all the streets land for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set his hand on this 15th day of May 2007.

MOUNTAIN DEVELOPMENTS I, INC., a DELAWARE CORPORATION
A Delaware corporation

By: DAVID J. SMITH — TITLE: AUTHORIZED SIGNING OFFICER

ACKNOWLEDGMENT

State of Utah
County of Summit

This instrument was acknowledged before me this 15th day of May 2007 by DAVID J. SMITH, the AUTHORIZED SIGNING OFFICER of MOUNTAIN DEVELOPMENTS I, Inc., a Delaware Corporation, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

Notary Public commissioned in Utah — Lorrie J. Hoggan, Printed Name
Residing in: Oakley, UT — My commission expires: 10-11-07

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and public rights-of-way as set forth on the plat, hereafter to be known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION.

Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his/her representative, hereby irrevocably offer for dedication to the City of Park City all the streets land for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set its hand on this 16th day of May 2007.

DEER VALLEY RESORT COMPANY, a Utah Limited Partnership
By: ROYAL STREET OF UTAH, a General Partner

Robert W. Wells, Vice President

NOTARY PUBLIC STATE OF UTAH

ACKNOWLEDGMENT

State of Utah
County of Summit

This instrument was acknowledged before me this 16th day of May 2007 by ROBERT W. WELLS, the Vice President of ROYAL STREET OF UTAH, a Utah Corporation, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

Notary Public commissioned in Utah — Lorrie J. Hoggan, Printed Name
Residing in: Oakley, Utah — My commission expires: 10-11-07

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the Owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and public rights-of-way as set forth on the plat, hereafter to be known as PARCEL B-2 EMPIRE VILLAGE SUBDIVISION.

Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his/her representative, hereby irrevocably offer for dedication to the City of Park City all the streets land for local government uses, easements, parks, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.

In witness whereof the undersigned has set its hand on this 16 day of May 2007.

JORDANELLE SPECIAL SERVICE DISTRICT

By:

NOTARY PUBLIC STATE OF UTAH

ACKNOWLEDGMENT

State of Utah
County of Wasatch

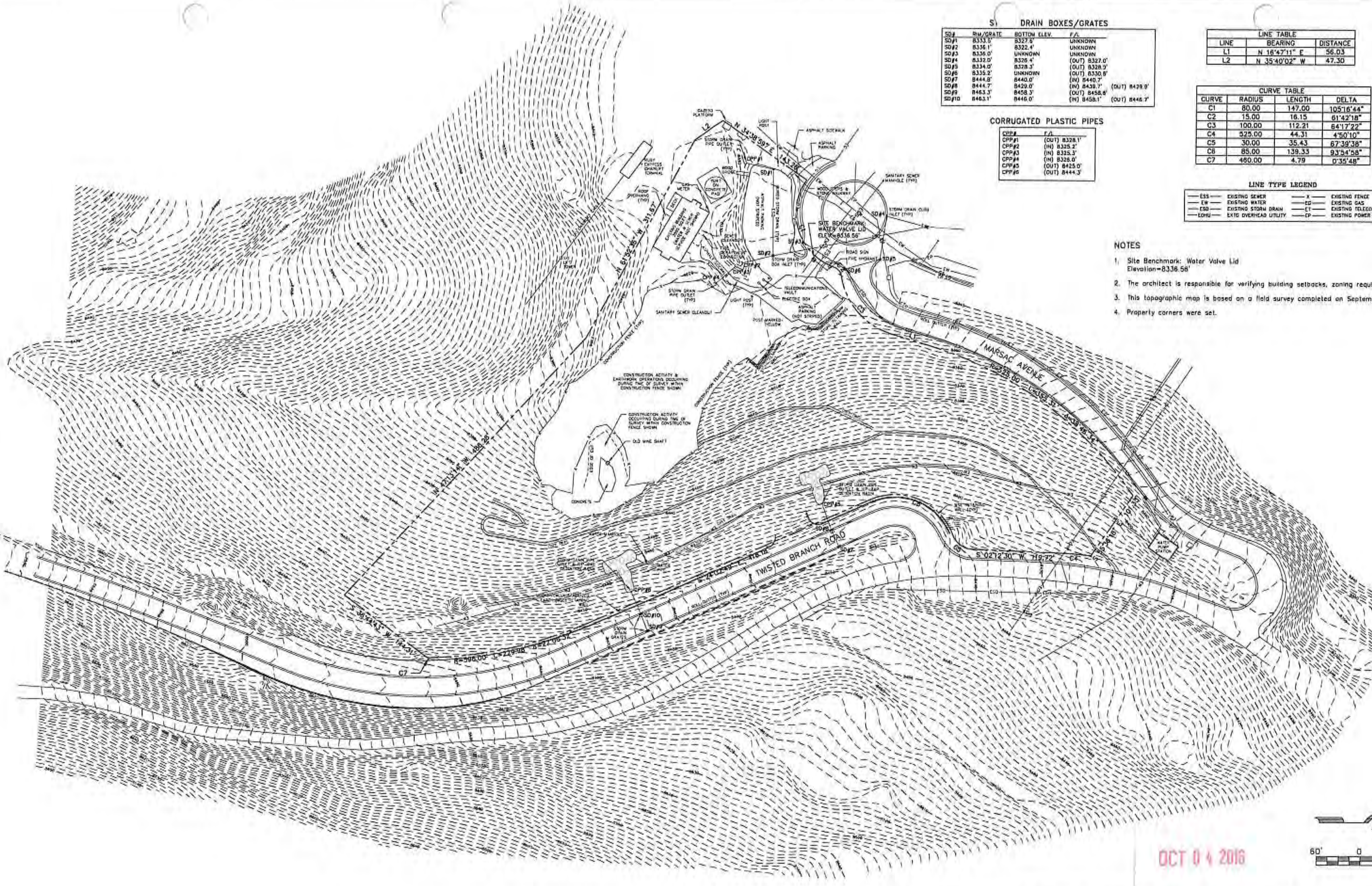
This instrument was acknowledged before me this 16th day of March 2007 by Dan Matthews the Manager of JORDANELLE SPECIAL SERVICE DISTRICT and that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

Notary Public commissioned in Utah — Lorrie J. Hoggan, Printed Name
Residing in: Oakley, Utah — My commission expires: 10-11-07

JOB NO. 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\pod b2_01-23-07.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	#814178 RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 15th DAY OF May 2007 A.D. BY S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 14th DAY OF MARCH 2007 A.D. BY CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 12th DAY OF JULY 2007 A.D. BY PARK CITY ENGINEER	APPROVED AS TO FORM THIS 22nd DAY OF May 2007 A.D. BY PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 29th DAY OF MARCH 2007 A.D. BY PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 29th DAY OF MARCH, 2007 A.D. BY MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Coalition Title DATE 5-23-07 TIME 3:28pm BOOK PAGE $33.00 FEE RECORDER

EXHIBIT E



S DRAIN BOXES/GRATES

SD#	RIM/GRATE	BOTTOM ELEV.	F/L	
SD#1	8333.5'	8327.6'	UNKNOWN	
SD#2	8336.1'	8322.4'	UNKNOWN	
SD#3	8336.0'	UNKNOWN	UNKNOWN	
SD#4	8332.0'	8326.4'	(OUT) 8327.0'	
SD#5	8334.0'	8328.3'	(OUT) 8328.9'	
SD#6	8335.2'	UNKNOWN	(OUT) 8330.8'	
SD#7	8444.8'	8440.0'	(IN) 8440.7'	
SD#8	8444.7'	8429.0'	(IN) 8439.7'	(OUT) 8429.9'
SD#9	8463.3'	8458.3'	(OUT) 8458.8'	
SD#10	8463.1'	8446.0'	(IN) 8458.1'	(OUT) 8446.7'

CORRUGATED PLASTIC PIPES

CPP#	F/L
CPP#1	(OUT) 8328.1'
CPP#2	(IN) 8325.2'
CPP#3	(IN) 8325.3'
CPP#4	(IN) 8326.0'
CPP#5	(OUT) 8425.0'
CPP#6	(OUT) 8444.3'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	N 35°40'02" W	47.30

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA
C1	80.00	147.00	105°16'44"
C2	15.00	16.15	61°42'18"
C3	100.00	112.21	64°17'22"
C4	525.00	44.31	4°50'10"
C5	30.00	35.43	67°39'38"
C6	85.00	139.33	93°54'58"
C7	460.00	4.79	0°35'48"

LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER

NOTES

1. Site Benchmark: Water Valve Lid Elevation=8336.56'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey completed on September 19, 2016.
4. Property corners were set.

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
10/3/16
STATE OF UTAH

Alliance Engineering Inc
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

STAFF:
MICHAEL DEMKOWICZ
MARTY MORRISON
MARSHALL KING
JESSE MORENO

DATE: 10/3/16

EXISTING CONDITIONS & TOPOGRAPHIC MAP
B2 EAST PARCEL
SECTION 28, T2S, R4E

FOR: REDUS PARK CITY LLC
JOB NO.: 12-2-16
FILE: X:\Empire\dwg\srv\topo2016\120216-B2 East.dwg

SHEET 1 OF 1

Packet Pg

EXHIBIT F

(435) 649-9467 Alliance Engineering Inc CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MICHAEL DEMKOWICZ JESSE MORENO DATE: 10/4/16	AERIAL PHOTOGRAPH B2 EAST PARCEL SECTION 28, T2S, R4E FOR: REDUS PARK CITY LLC JOB NO.: 12-2-16 FILE: X:\Empire\dwg\Exhibits\B2 East-aerial.dwg	SHEET 1 OF 1

B2 East Subdivision
Plat Application
October 4th, 2016

The B2 East site is part of the Flagstaff Annexation Area with development governed by the Amended Flagstaff Development Agreement. The Small Scale MPD for Pod B2 was approved on March 14th, 2007 with approved volumetrics established for condominium buildings at that time. The Montage was platted in January 2010 leaving B2 East as the remaining development site in Pod B2.

As the holder of the balance of entitled development land in Pod B2 and the Village at Empire Pass, REDUS Park City LLC (REDUS) desires to record the B2 Subdivision to create a lot of record for the remaining development site, along with a non-buildable remainder parcel. The proposed plat will also serve to record the maximum permitted density on the platted lot and a restriction against building development on the remainder parcel, with development still subject to Planning Commission approval. The proposed parcelization is consistent with that shown at the time of MPD approval.

EXHIBIT G

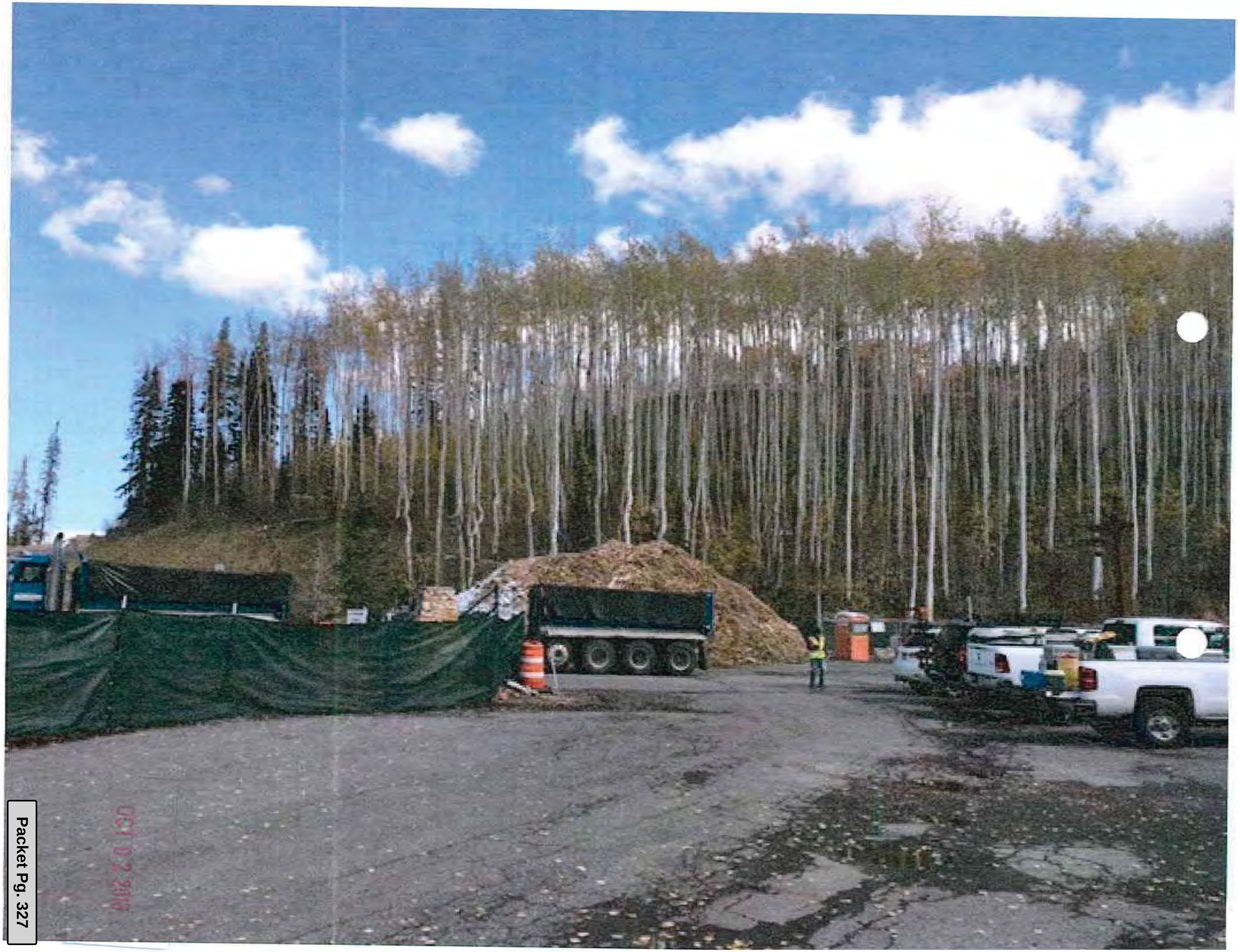


EXHIBIT H

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
2800 HOMESTEAD RD, PARK CITY, UT 84098 WWW.SBWRD.ORG T 435-649-7993 F 435-649-8040

January 24, 2017

Mr. David Ash
REDUS Park City LLC
333 Market St. 3rd Floor
San Francisco, CA 94150

RE: B2 East
Line Extension Agreement Acceptance

Dear Mr. Ash:

The Line Extension Agreement (LEA) for the above referenced project was accepted by the Snyderville Basin Water Reclamation District (SBWRD) Board of Trustees at their January 23, 2017 meeting. A copy of the LEA is enclosed. With this acceptance you may now submit design drawings to SBWRD for review.

Please contact Kevin Berkley with any questions.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

Enclosure

cc: Douglas Ogilvy, Clachan Development
Michael Demkowicz, Alliance Engineering
Project File

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

C0.01

Montage Resort and Spa at Deer Valley

B-2 MPD Village Master Plan at Empire Pass

PARK CITY, UTAH

Stantec

HG
HILL GLAZIER

April 24, 2006

SHEET INDEX

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

A 001

PERSPECTIVE B2-W AND B2-E FROM SKI AREA

HG
HILL GLAZIER

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

A101

PERSPECTIVE B2-W HOTEL APPROACH

HG
HILL GLAZIER

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

A102

CONCEPTUAL LANDSCAPE PLAN

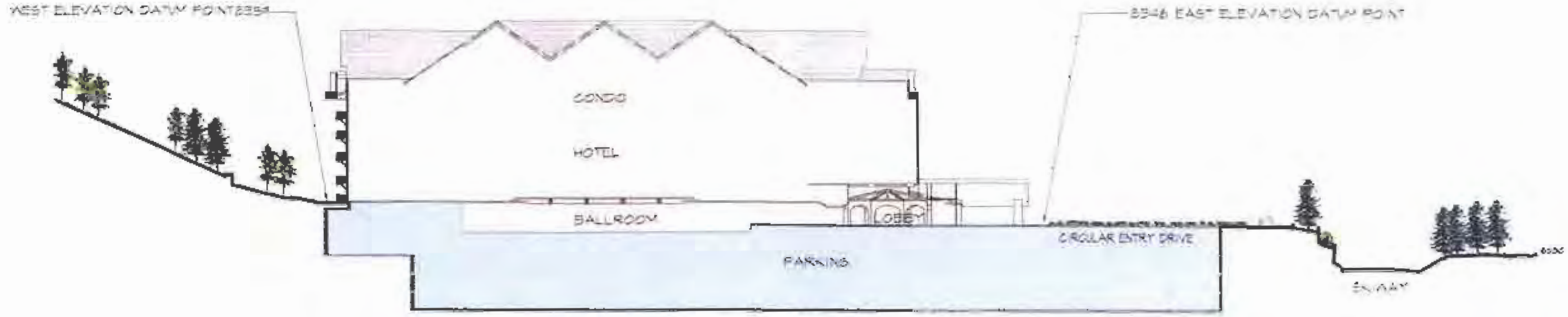
HG
HILL GLAZIER ARCHITECTS

TERRASAN

Montage Resort and Spa at Deer Valley

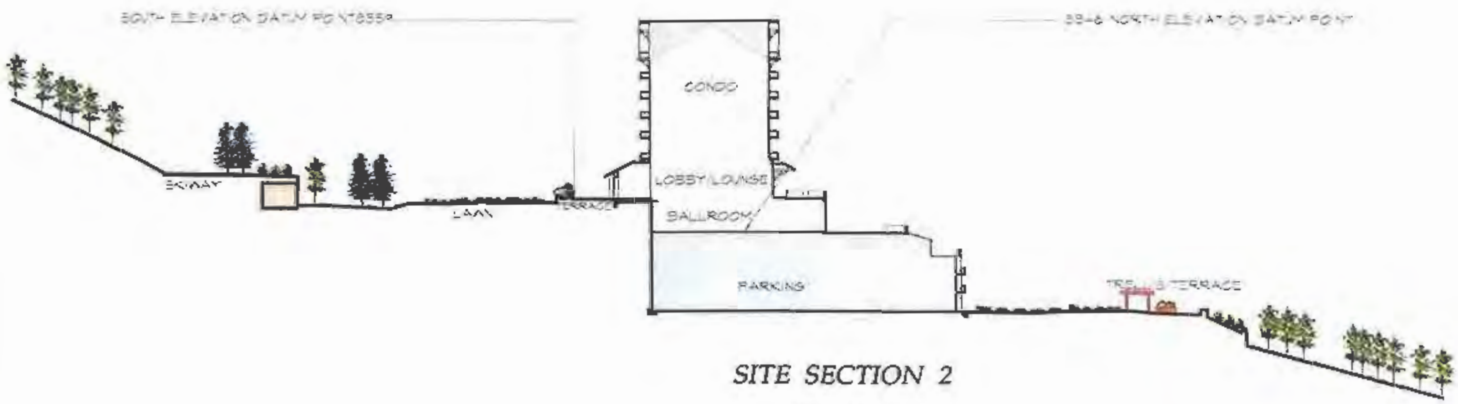
PARK CITY, UTAH

L 1.01



SITE SECTION 1

1" = 30'-0"



SITE SECTION 2

1" = 30'-0"

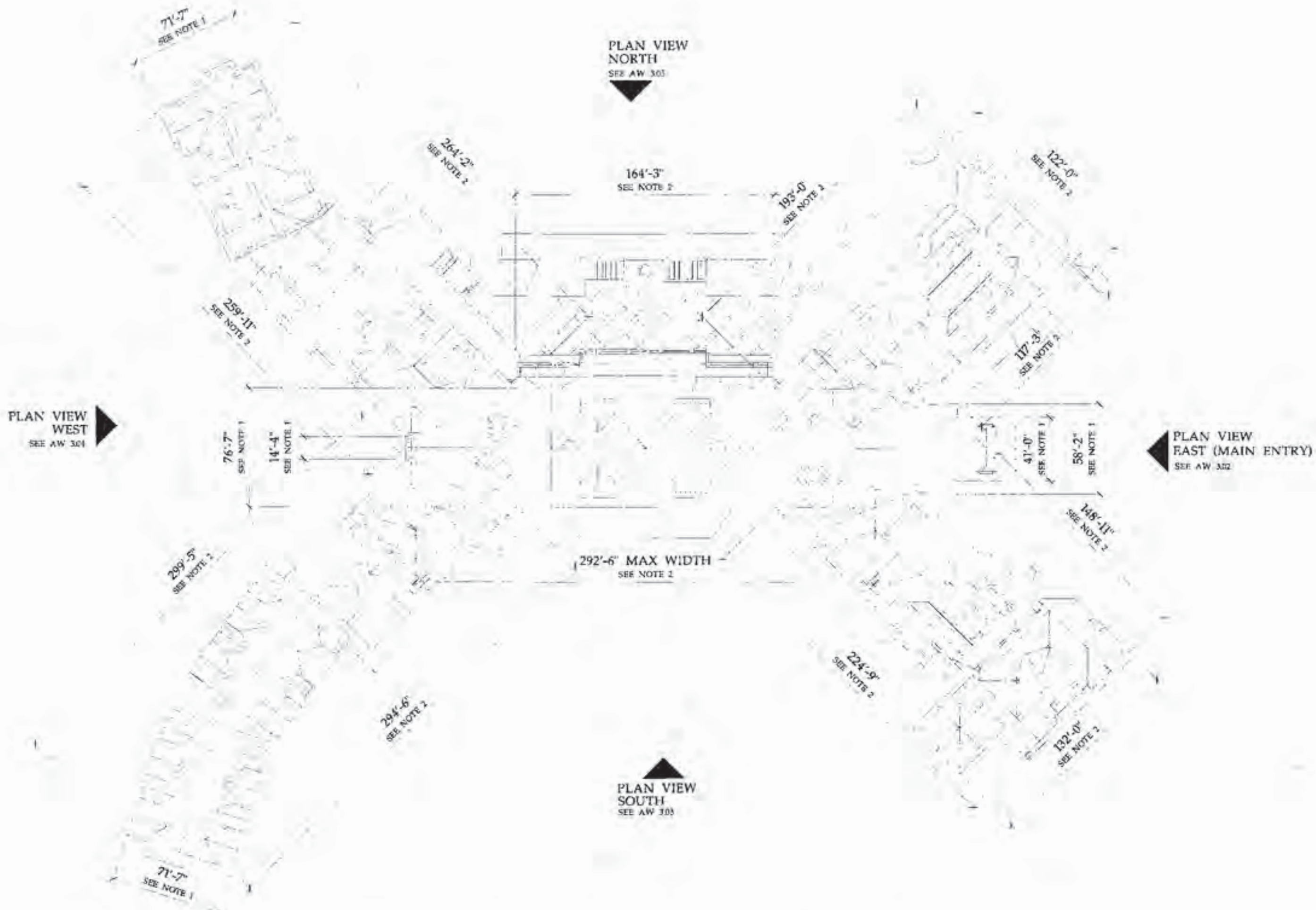
HG HILL GLAZIER ARCHITECTS

TERRASAN PLANNING & LANDSCAPE ARCHITECTURE 1660 GILPIN STREET DENVER, CO 80218 Tel (303)331-1717 Fax (303)321-1415

MONTAGE RESORT AND SPA AT DEER VALLEY

PARK CITY, UTAH

LW1.02



FACADE LENGTH AND VARIATIONS NOTES

1. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in roof line height, or a combined change in facade and roof line totaling ten feet (10').

2. Structures which exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in roof line. A combination of both a roof line and facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

VOLUMETRICS
OVERALL PLAN VIEW

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

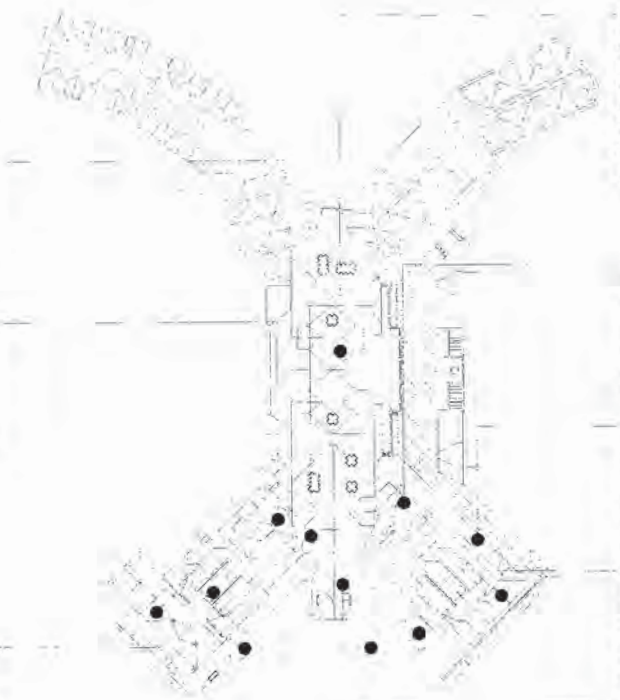
AW 3.01

12% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVEL RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 92')

27% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVELS B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 85')

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 24')

11% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVEL RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 76')



(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 114')
*ELEVATORS OVERRUN IN THE FORM OF CHIMNEY ELEMENTS AND ARE NOT REPRESENTED IN THE MAX HEIGHT

27% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 85')

11% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 16')

11% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 23')
SITS ON HILL, GRADE SLOPES DOWN 45',
EFFECTIVE HEIGHT 73'

FACADE LENGTH AND VARIATIONS :
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.

EAST MASSING
DATUM POINT
(EL. 8346')

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

EAST MASSING

VOLUMETRICS
PLAN VIEW EAST

HG
HILL GLAZIER
ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

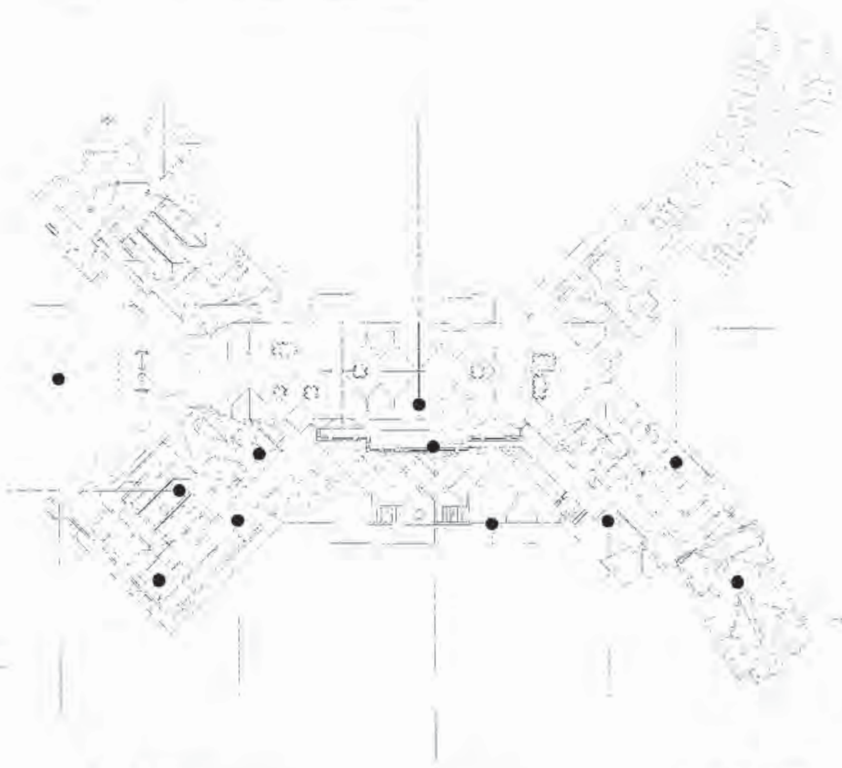
AW 3.02

25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 114')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 85')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 76')

5% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL PUBLIC AREA
4 LEVELS HOTEL SUITES
(MAX HT. 23')



10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA
3 LEVELS HOTEL SUITES
(MAX HT. 85')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
4 LEVELS HOTEL SUITE
(MAX HT. 92')

NORTH MASSING
DATUM POINT
(EL. 8346')

NORTH MASSING

FACADE LENGTH AND VARIATIONS:
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale.
(Major balconies, Entry gables, Spa skylight)

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

VOLUMETRICS
PLAN VIEW NORTH

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

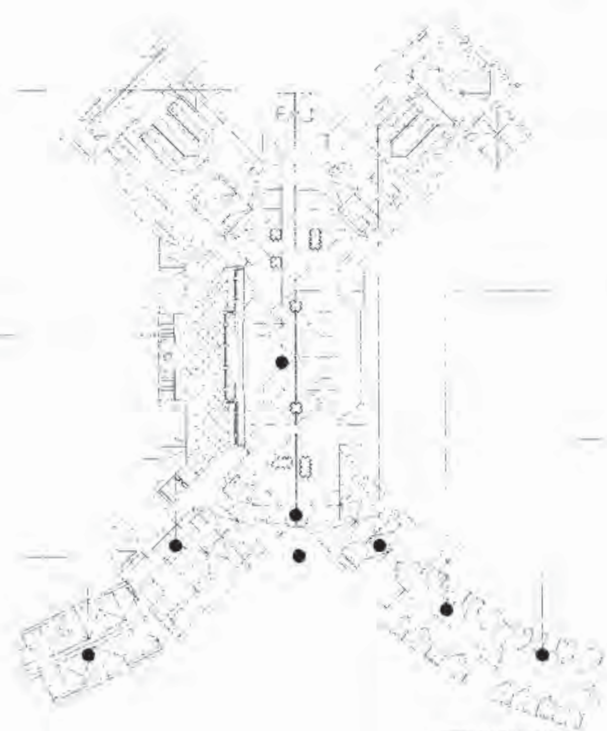
PARK CITY, UTAH

AW 3.03

(PERCENT INCLUDED IN LOWER ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 101')

5% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL SUITES (DOWN SLOPE)
1 LEVEL SPA (BELOW GRADE)
(MAX HT. 72')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
4 LEVELS HOTEL SUITES (DOWN SLOPE)
(MAX HT. 79')



WEST MASSING — WEST MASSING DATUM POINT (EL. 8359')

(PERCENT INCLUDED IN LOWER ADJCENT MASSING)
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING, B.O.H (BELOW GRADE)
(MAX HT. 97')

45% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
(MAX HT. 72')

5% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTAIL ROOF
2 LEVEL RESIDENTAIL
(MAX HT. 72')

15% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 72')

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point.

VOLUMETRICS
PLAN VIEW WEST

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

AW 3.04

(PERCENT INCLUDED IN ADJACENT MASSING)
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 97')

20% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVEL HOTEL SUITES
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL (BELOW GRADE)
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVEL PARKING, B.O.H/SUITES (BELOW GRADE)
(MAX HT. 101')
*ELEVATORS OVERRUN IN THE FORM OF CHIMNEY ELEMENTS AND ARE NOT REPRESENTED IN MAX HEIGHTS

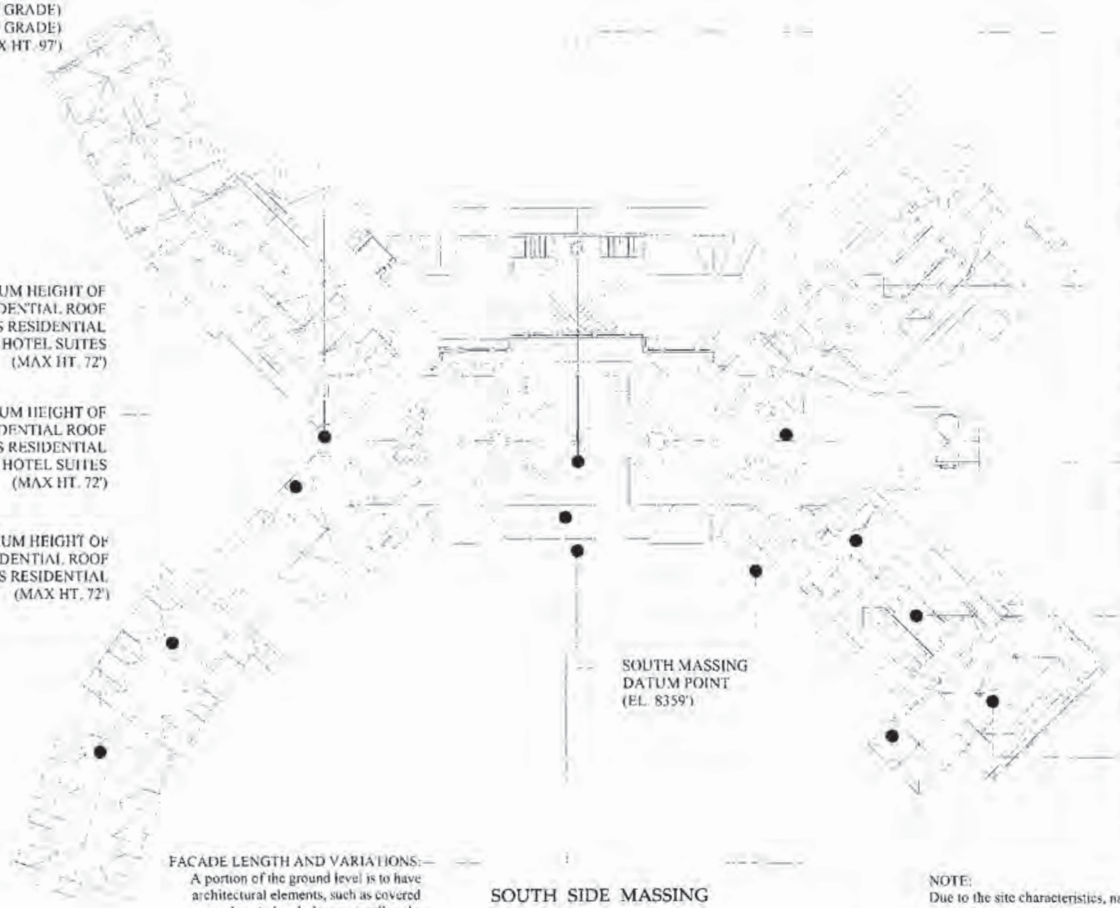
25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
(MAX HT. 72')

(PERCENT INCLUDED IN ADJACENT MASSING)
AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
1 LEVEL HOTEL PUBLIC AREA
1 LEVEL HOTEL SPA (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT.97')

15% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
1 LEVEL HOTEL SUITES
(MAX HT. 72')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
3 LEVELS RESIDENTIAL
2 LEVELS SUITES
2 LEVELS B.O.H. (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 72')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 72')



SOUTH MASSING
DATUM POINT
(EL. 8359')

10% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
2 LEVELS HOTEL SUITES
2 LEVELS B.O.H. (BELOW GRADE)
3 LEVELS PARKING (BELOW GRADE)
(MAX HT. 63')

5% AT MAXIMUM HEIGHT OF
1 LEVEL HOTEL DINNING
1 LEVEL B.O.H. (BELOW GRADE)
3 LEVEL PARKING (BELOW GRADE)
(MAX HT. 11')

FACADE LENGTH AND VARIATIONS:
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale. (Major balconies, Pool house)

SOUTH SIDE MASSING

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Lobby Terrace

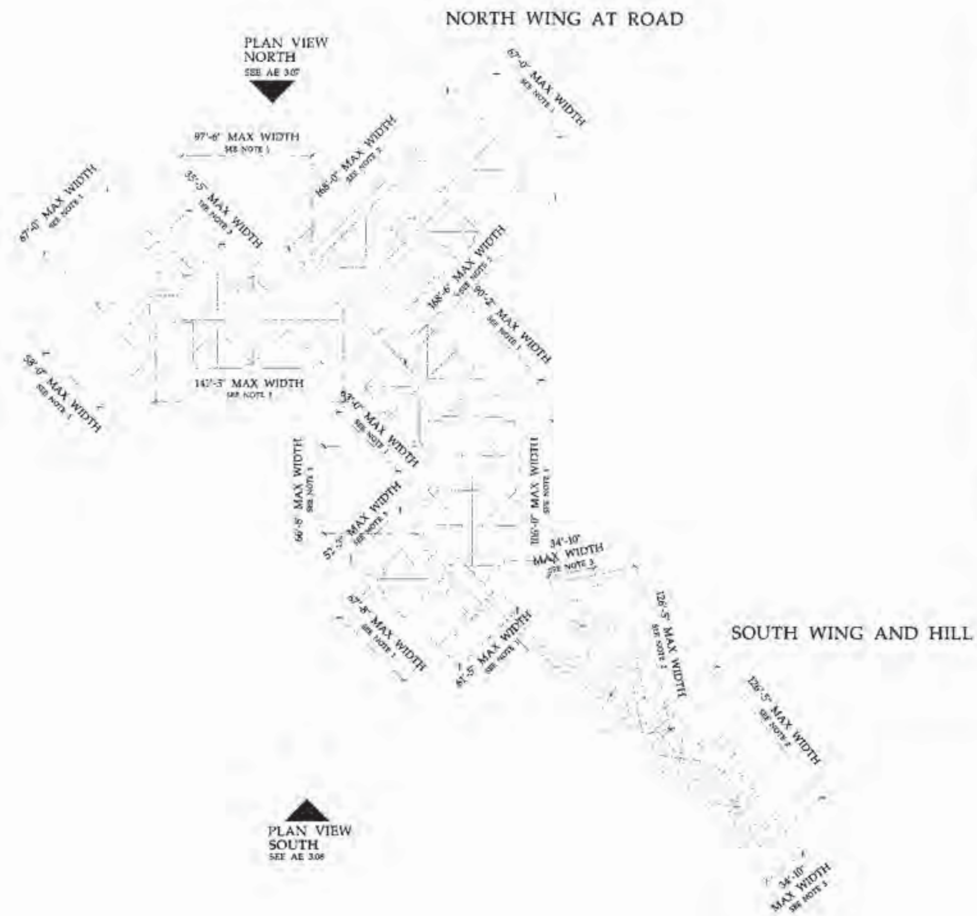
VOLUMETRICS
PLAN VIEW SOUTH

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

AW 3.05



FACADE LENGTH AND VARIATIONS NOTES

1. Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in roof line height, or a combined change in facade and roof line totaling ten feet (10').

2. Structures which exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in roof line. A combination of both a roof line and facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance.

3. No variation required.

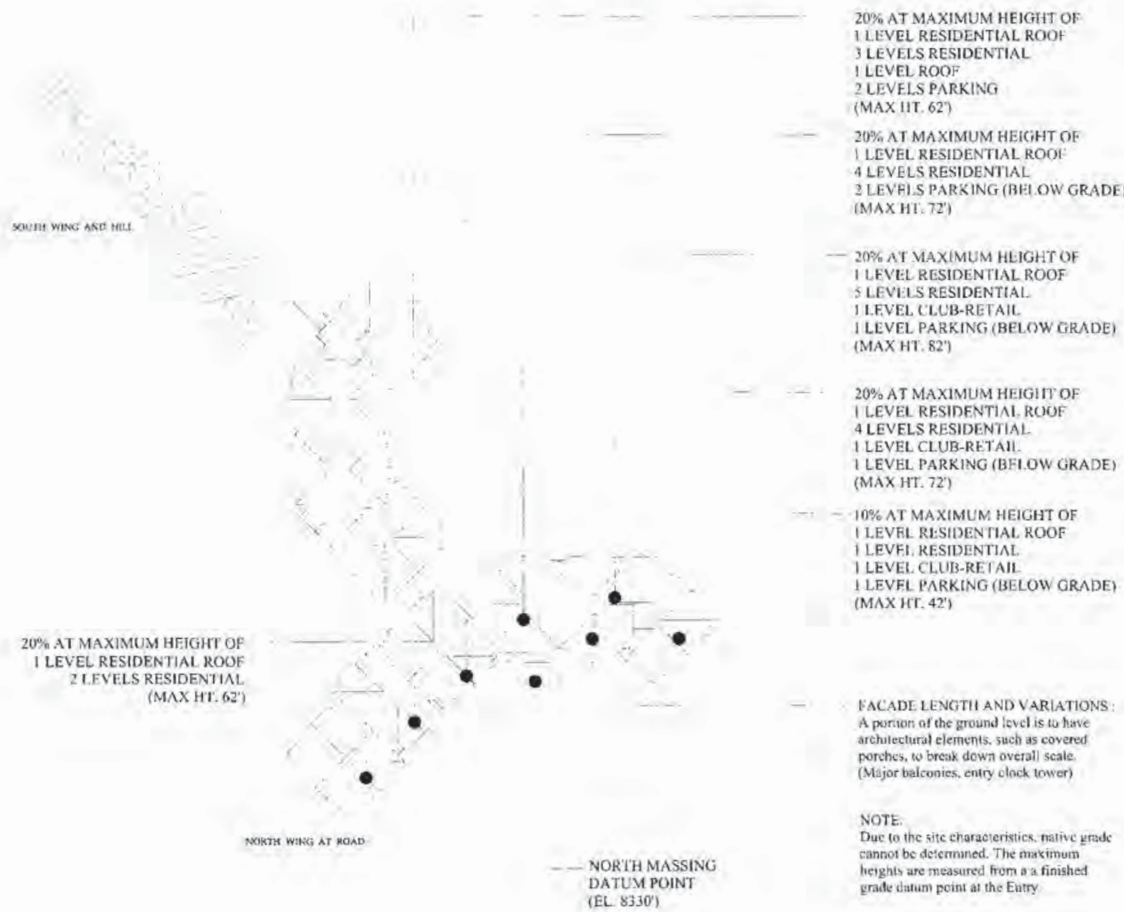
VOLUMETRICS
OVERALL PLAN VIEW

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

AE 3.06



NORTH MASSING

CONDO VOLUMETRICS
PLAN VIEW NORTH

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

AE 3.07

25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
2 LEVELS PARKING (BELOW GRADE)
(MAX HT. 72')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS PARKING (BELOW GRADE)
(MAX HT. 82')

30% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
5 LEVELS RESIDENTIAL
2 LEVELS PARKING (BELOW GRADE)
(MAX HT. 82')

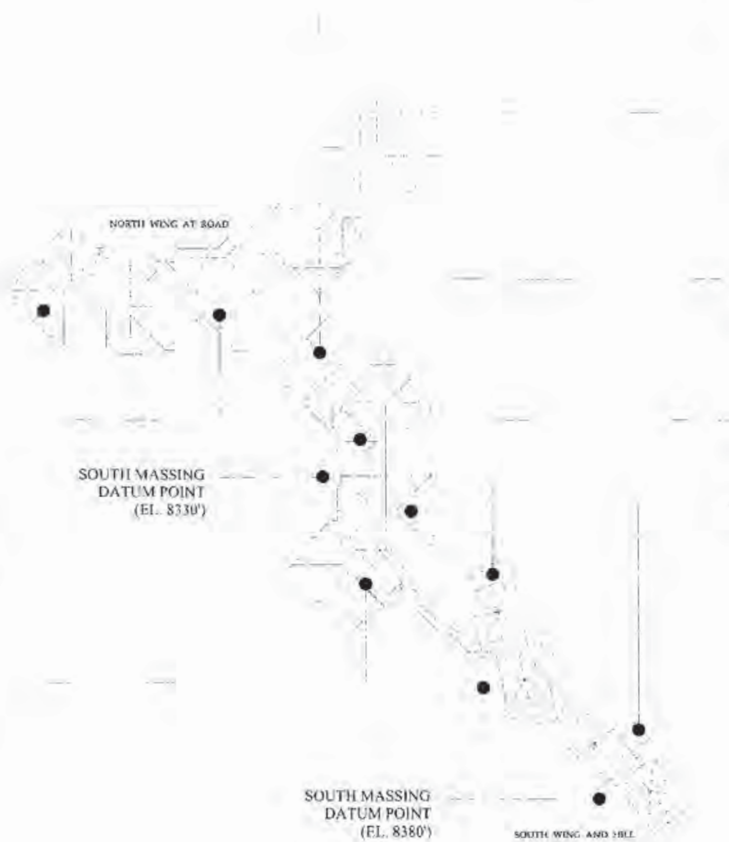
100% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 42')

100% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
2 LEVELS RESIDENTIAL
(MAX HT. 42')

FACADE LENGTH AND VARIATIONS:
A portion of the ground level is to have architectural elements, such as covered porches, to break down overall scale. (Major balconies, entry clock tower)

NOTE:
Due to the site characteristics, native grade cannot be determined. The maximum heights are measured from a a finished grade datum point at the Entry.

25% AT MAXIMUM HEIGHT OF
1 LEVEL RESIDENTIAL ROOF
4 LEVELS RESIDENTIAL
2 LEVELS PARKING (BELOW GRADE)
(MAX HT. 72')



SOUTH MASSING

CONDO VOLUMETRICS
PLAN VIEW SOUTH

HG
HILL GLAZIER ARCHITECTS

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

AE 3.08

SITE PLAN & VICINITY MAP

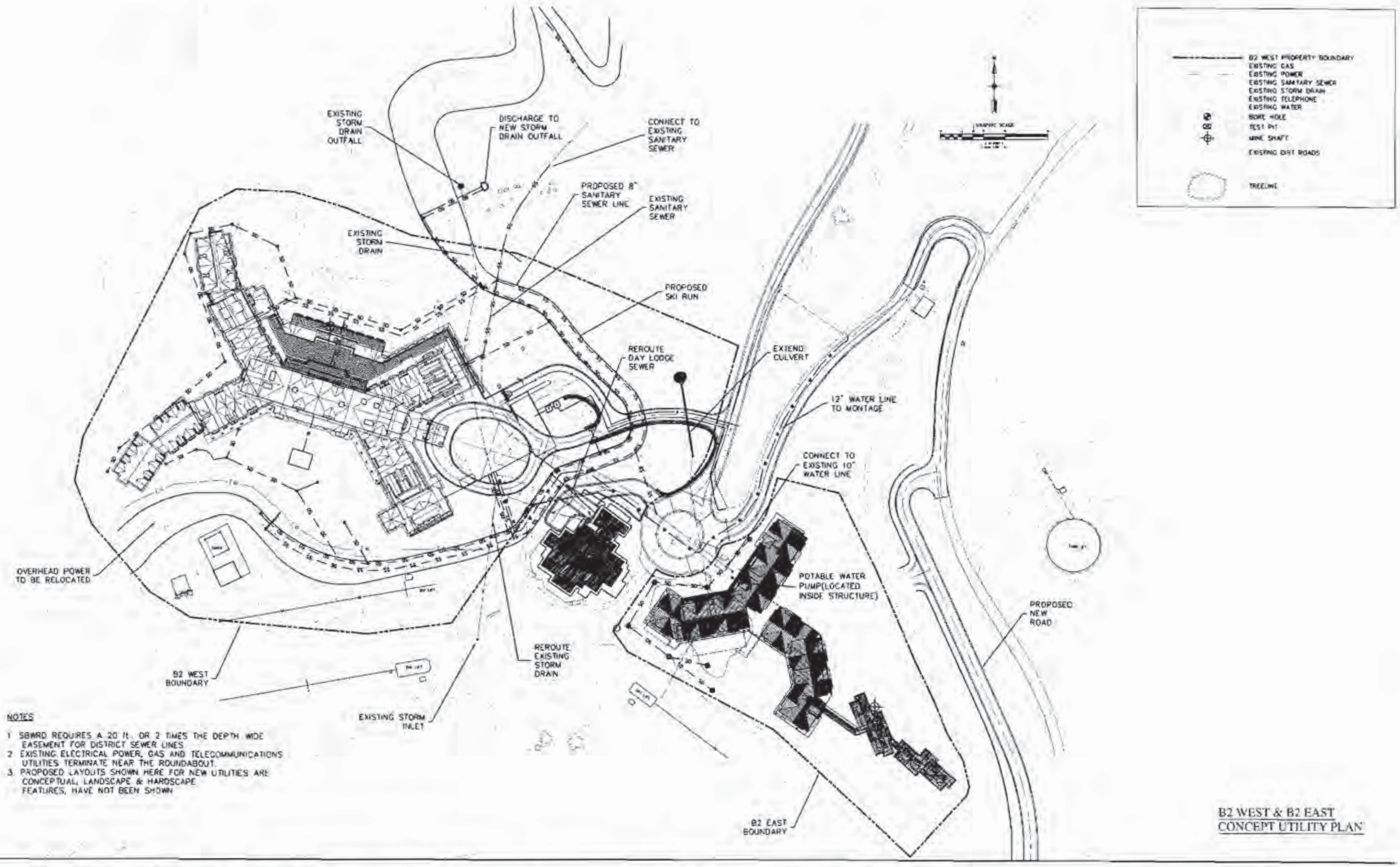
HG
HILL GLAZIER ARCHITECTS

Stantec

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Sheet No. C 1.01



NOTES

1. SBWRD REQUIRES A 20 ft. OR 2 TIMES THE DEPTH WIDE EASEMENT FOR DISTRICT SEWER LINES.
2. EXISTING ELECTRICAL POWER, GAS AND TELECOMMUNICATIONS UTILITIES TERMINATE NEAR THE ROUNDABOUT.
3. PROPOSED LAYOUTS SHOWN HERE FOR NEW UTILITIES ARE CONCEPTUAL. LANDSCAPE & HARDSCAPE FEATURES, HAVE NOT BEEN SHOWN.

B2 WEST & B2 EAST
CONCEPT UTILITY PLAN

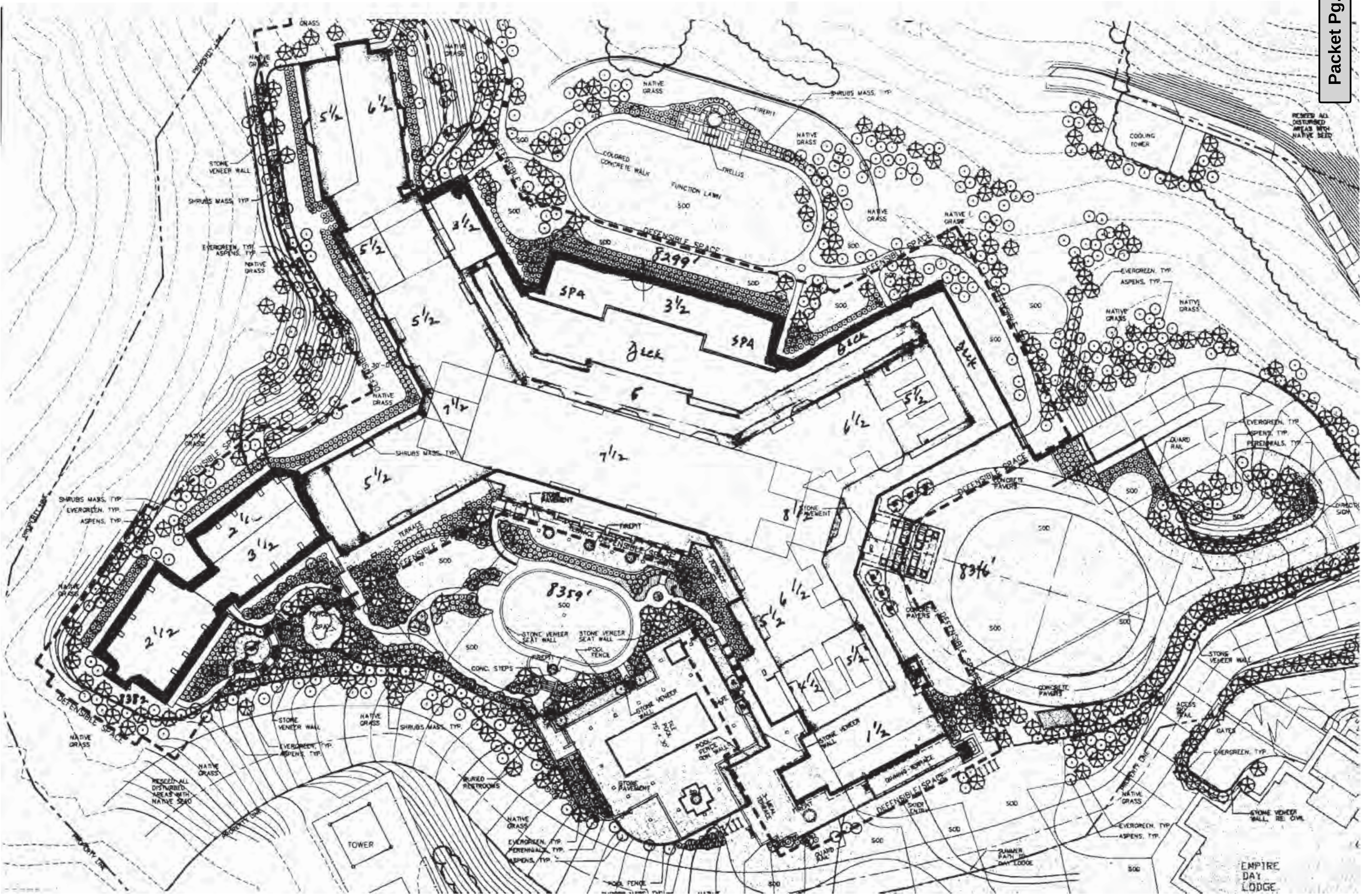
HG
HILL GLAZIER ARCHITECTS

Stantec

Montage Resort and Spa at Deer Valley

PARK CITY, UTAH

Project No.
Date
Scale
Sheet No. C 1.02



EMPIRE DAY LODGE
TOWER
COOLING TOWER
FUNCTION LAWN
COLORED CONCRETE WALK
TRELLIS
FIREPIT
NATIVE GRASS
SHRUBS MASS, TYP.
EVERGREEN, TYP.
ASPENS, TYP.
PERENNIALS, TYP.
STONE VENEER WALL
STONE VENEER SEAT WALL
POOL FENCE
CONC. STEPS
STONE PAVEMENT
BURIED RESTROOMS
CONCRETE PAVERS
GUARD RAIL
GATES
DEFENSIBLE SPACE
SUMMER PATH TO DAY LODGE
RESEED ALL DISTURBED AREAS WITH NATIVE SEED
8299'
8359'
8376'
8382'
SPA
Deck

EXHIBIT J

SEE LINK

EXHIBIT K

Empire Pass Units and Unit Equivalents Updated 1/31/2017

POD	Single Family	Allowed SF lots	SF Permits	SF CO #'s
A	Banner Wood-platted	6	4	4
B1	Northside-platted	10	10	10
D	Red Cloud-platted	30	12	11
Total		46	26	25

POD	Multi-family	Units Approved/Proposed	Square Feet Platted	Units Platted	UE Approved/Proposed	UE Platted	MF Units as PUDs	ADA	EHU/AUE	CO UE's	CO Units	Status
A	**Horseshoe Townhouses on Lot 1 VEPN plat TDB**	0		0		0			0	0		Plat under review
A	**Lot 3 VEPN plat-(Bldg 3) Proposed**	**23**		0	**23.5**	0	0	**1**	**1 EHU/1.1 AUE**	0		Plat under review
A	**Lot 2 VEPN plat-(Bldg 4) TBD**	0		0		0	0	**2**	**1 EHU/2.0 AUE**	0		Plat under review
A	**Tower Residential- platted lot/no condo plat (Bldg 1)**	**25**		0	**38.9**	0	0	**1**	**1 EHU/0.84 AUE**	0		CUP expired/not platted
A	Shooting Star-platted lot and condo (Bldg 2)	21	36,109	21	18.3	18.055	0	1	0	18.1	21	Completed
A	One Empire Pass-platted lot and condo (Bldg 5)	27	65,026	27	32.8	32.513	0	1	1 EHU/1.125 AUE	0	0	Under Construction
A	Silver Strike-platted lot and condo (Bldg 6)	34	71,305	34	35.6	35.653	0	2	1 EHU/1.1 AUE	35.7	34	Completed
A	Flagstaff -platted lot and condo (Bldg 7)	37	73,506	37	35.9	36.753	0	2	2 EHU/1.6 AUE	36.8	37	Completed
A	Arrow Leaf A-platted lot and condo (Bldg 8)	28	46,458	28	24.5	23.229	0	2	3 EHU/ 2.85 AUE	23.3	28	Completed
A	Arrow Leaf B- platted lot and condo (Bldg 9)	28	48,746	28	25.7	24.373	0	2	0	24.4	28	Completed
A	Grand Lodge-platted lot and condo (Bldg H)	27	65,344	27	33	32.672	0	2	1 EHU/1.2 AUE	32.7	27	Completed
A	Larkspur East Townhouses-all platted/condo (3 duplex = 6 PUD)	15	48,693	15	24.4	24.347	6	0	0	24.4	15	Completed
A	Larkspur West Townhouses-all platted/condo	12	41,273	12	20.7	20.637	0	0	0	20.7	12	Completed
A	Paintbrush PUDs- all platted /condo	12	63,076	12	31.9	31.538	12	0	0	32	12	Completed
A	Belles PUDs- all platted/condo	17	90,000	17	45	45	17	0	0	37.85	14	14 Completed
B1	Nakoma PUDs- phase 1 platted/condo	17	90,000	17	45	45	17	0	0	35	13	13 Completed
B1	Ironwood- all platted/condo	24	73,944	23	37.4	36.972	0	1	1 EHU/1 AUE	37.1	23	Completed
B2	B2 West Montage- 174 hotel rooms platted(apprvd 192)	hotel rooms		hotel rooms	69.6	72.665	0		see condos	72.4		Completed
B2	B2 West Montage condos- platted (apprvd 94)	94	218,669	84	114	109.335	0	5	10 EHU/ 7.8 AUE	109.3	84	Completed
B2	**B2 East- B2East Subdivision-proposed**	**70**		0	**81**	0		**2**	**4 EHU/4.2 AUE**	0		Plat under review
Totals (Multi-family only)		**511**	**1032149**	**382**	**737.2**	**588.742**	**52**	**24**	**26 EHU/24.815 AUE**	**539.75**	**348**	
Maximum Allowed by Flagstaff Development Agreement		**550**		**550**	**785**	**785**	**60**	**n/a**	**24.725 AUE on mountain**			
Remaining UE/Units/AUE		**39**		**168**	**47.80**	**196.258**	**8**	**n/a**	**5.085 (5.175 -.09) AUE off mountain remaining**			

MF Totals by POD only apprvd or platted (not SF lots)	Units Approved	Units Platted	UE Approved	UE Platted	MF Units as PUD
A (not including Lot 3 and Tower CUP)	258	258	327.8	324.77	35
B1	41	40	82.4	81.972	17
B2 (plus 174 hotel rooms) not including B2East	94	84	183.6	182	0
A, B1, B2	393	382	593.8	588.742	52

% of MF Total A, B1 and B2 that are in POD A 67.50%
(MPD requires minimum of 50%)

SF- Single family lot/house
MF- Multi-family/condominium units
PUD- Planned Unit Development Style MF

EHU- Employee Housing Unit
AUE- Affordable Unit Equivalent (1 AUE = 800 sf)
UE- Unit Equivalent (1 UE = 2,000 sf residential)

ADA- American Disability Act required units
VEPN- Village Empire Pass North Subdivision plat
CO- Certificate of Occupancy

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
FEBRUARY 8, 2017

COMMISSIONERS IN ATTENDANCE:

Chair Adam Strachan, Melissa Band, Preston Campbell, Steve Joyce, John Phillips, Laura Suesser, Doug Thimm,

EX OFFICIO:

Planning Director, Bruce Erickson; Kirsten Whetstone, Planner; Anya Grahn, Planner; Polly Samuels McLean, Assistant City Attorney

===

REGULAR MEETING

ROLL CALL

Chair Strachan called the meeting to order at 5:30 p.m. and noted that all Commissioners were present.

PUBLIC INPUT
There were no comments.

ADOPTION OF MINUTES

January 11, 2017

MOTION: Commissioner Band moved to APPROVE the Minutes of January 11, 2017 as written. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

There were no comments or reports from the Planning Department.

Commissioner Phillips suggested that this meeting would have been a good time to discuss some of the low hanging fruit on the Planning Commission list that they had started working on last year. He would have more hope moving forward if some of those items were included the next time the Planning Commission has a light agenda.

2. <u>Request for a one Lot and one Parcel subdivision plat, located at 9300 Marsac Avenue, to create a platted lot for development of Parcel B2 East of the Parcel B2 Master Planned Development Phase II, and to create a non-development parcel for ski area uses located on Twisted Branch Road</u>.
(Application PL-16-03338)

Doug Ogleby, stated that he was representing REDUS Park City, a Wells Fargo controlled entity and steward of the remaining lands at Empire Pass.

Planner Whetstone reviewed the request for a final subdivision plat to create a platted lot for a 7.85 acre metes and bounds described parcel located within the Empire Pass Pod B2 Master Planned Development. The subdivision consists of a 6.91 acre, Lot 1, for future development of 81 UE that were approved in a conceptual manner with the B-2 Master Plan Development. Phase 1 in the Montage. This is Phase 2. A one-acre parcel would be used for ski area uses but no density would be assigned to it.

The Staff requested that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council with the findings of fact, conclusions of law and conditions of approval as outlined in the Staff report, as well as the proposed changes that were provided this evening. Planner Whetstone clarified that changes were made to the body of the Staff report and she thought those changes should be reflected in the findings and conditions.

Mr. Ogleby stated that Lot 1 would be the site of a future condo development. Parcel A is land that was previously targeted as a potential location for a ski bridge passing over Twisted Branch Road, which is why it was carved off from Lot 1. Mr. Ogleby stated that wine waste was removed from the site last summer. That work should be completed in the Spring when the snow melts. He referred to the revised findings and noted that there is an adit, which is a shallow, sloping tunnel that they found last summer. It was temporarily closed until they can engineer where the buildings will be located. They want to give the ultimate developer of that site the best opportunity to address it, whether they fill it with concrete, over-excavate it and backfill, or bridge over it. He pointed out that it would be addressed at building permit for the building to be built there.

Commissioner Joyce noted that the parking in that lot has been used for the Empire Lodge in the evenings for Fireside Dining. He wanted to know what would happen with that parking. Planner Whetstone stated that language in the Flagstaff Annexation Agreement states that if on a regular basis, if Empire Day Lodge is in need of parking they would have to use unit equivalents. It is supposed to be an on-mountain ski in/ski out restaurant and it should not have parking.

Mr. Ogleby stated that a provision in the MPD permits the construction of some parking for the Empire Day Lodge on the B-2 East site. That will ultimately be a discussion between the developer of this site and Deer Valley and it would be considered a CUP for the project to be built on these lands. He explained that the goal this evening is to create a platted lot of record where they can put density. Planner Whetstone stated that a condition of approval addresses the type of use of the Empire Day Lodge.

Commissioner Joyce stated that when this comes back to the Planning Commission that would be another question. He thought it was clear that Deer Valley has an issue because the Day Lodge was currently being used as a night lodge four or five nights a week. He thought it was evident that something needed to be done. Planner Whetstone replied that it would be addressed at the conditional use stage.

Director Erickson stated that if the Commissioners agreed, they could add a condition of approval stating that when a CUP is filed on Lot 1, the conditional use permit will address the current parking for Fireside Lodge. Commissioner Joyce favored adding that condition.

Chair Strachan asked if this was subject to a CUP. Director Erickson replied that all of the small scale MPDs are subject to a CUP. Mr. Ogleby was concerned that "address the parking at Empire Day Lodge" could mean different things to different people. Director Erickson stated that they would put it in the recommendation and the Staff would clean up the language before it goes to the City Council, rather than trying to work it out tonight. Planner Whetstone stated that they could address it consistent with the Flagstaff Development Agreement.

Commissioner Joyce referred to a requirement for 4.2 affordable UEs and tied to a plat note. Everything he read talked about on-mountain or on-site affordable housing. However, he recalled that 25% of affordable housing was on site. He asked Planner Whetstone to clarify the affordable housing both on-site and off-site.

Planner Whetstone explained that there is a requirement of 24.725 AUEs on the mountain per the Development Agreement. Most of the developments have provided one unit. Montage provided 7.8. She did a calculation and found that they needed to add additional on-mountain units. The applicant agreed to identify the affordable units on the plat so when somebody buys B-2 East they know are providing 4.2 units. The other plat was identified on the three lots. The Empire Club also has a requirement. Totaled together, they are slightly over on on-mountain. Talisker had the responsibility of providing the remaining units.

Mr. Ogleby stated that the Tower residence would also include one AUE, which would leave approximately five off-site AUEs required. REDUS, as the property owner selling off the land, intends to come back to the Staff and the City Council with a plan on how to address that. They are creating the obligation for whoever buys these parcels to what they are doing on-site so they know the on-mountain has been looked after. REDUS is still carrying the responsibility for the off-mountain and they have theories on how to deal with that.

Planner Whetstone pointed out that there is also a gondola payment and several obligations for the entire development that triggers the certificates of occupancy. The City was working with REDUS on who will pay for and meet those obligations. The rest of the requirements that apply have to be complete or bonded for completion prior to issuance of any certificates of occupancy on Lot 1. The same condition was put on the other plats.

Chair Strachan opened the public hearing.

Steve Issowitz with Deer Valley stated that he was not prepared to speak to or answer the question about the parking, but he believed the Empire Lodge fell under the Deer Valley MPD and it does not apply to the Flagstaff MPD. He did not want this applicant to be saddled with issues that might exist for Empire Lodge. There is an entire history between 1999 and 2001. It went from day use to applications for the nightly restaurant. Parking was worked out when the surface lot went in on the Daly West, and after that when the Montage was going in, parking was allocated to Deer Valley's use within Montage, which they have now. They also have an agreement with United Park City Mines, when the Flagstaff Development Agreement was coming together, for additional spaces within the B-2 parcel, but that is on Deer Valley for Empire Lodge, and not necessarily on this applicant, as part of the Flagstaff Development Agreement. Mr. Issowitz suggested that they might need to research which MPD it falls under to alleviate any concerns, but he did not believe it applied to this parcel.

Mr. Ogleby stated that in reading the history there was no requirement for parking because it was supposed to be a day lodge. Within the Flagstaff B-2 MPD there is language that says, "This site may have additional parking provided for the benefit of Empire Day Lodge". It was more of a permissive use rather than a required use.

Commissioner Joyce was not concerned from the standpoint of this plat approval. It was reasonable to believe that if it is not addressed, when someone comes to the Planning Commission with a CUP to build out that property, there may or may not be a problem. He wanted to flag it so they will pay attention to it when the time comes.

Mr. Ogleby wanted to make sure they were not adding something that is perceived as creating an obligation on the buyer of this land that may not rightly be an obligation on the buyer.

Chair Strachan suggested that they leave that to Mr. Issowitz to enforce.

Chair Strachan closed the public hearing.

MOTION: Commissioner Phillips moved to forward a POSITIVE recommendation to the City Council regarding the B-2 East Subdivision pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as stated in the Staff report and modified with the additional Finding of Fact #31 in redline, and Condition of Approval #10 dealing with the building permits on Lot 1 and Parcel A that were presented this evening.

Director Erickson pointed out that if the Planning Commission was not compelled to add an additional condition regarding the parking for Empire Lodge, they will run it with the MPD approval of B-2E, consistent with that language, and track it that way.

Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – B-2 East Subdivision

1. The property is located at 9300 Marsac Avenue.

2. The zoning is Residential Development (RD) within Flagstaff Mountain Resort Annexation and the Village at Empire Pass B2 MPD (RD-MPD).

3. On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area.

4. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use, maximum densities, timing of development, development approval process, as well as development conditions and amenities for each parcel.

5. The Flagstaff Development Agreement was subsequently amended and recorded in March of 2007.

6. The Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village.

7. The Mountain Village is further constrained to a maximum density of 785 UE configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units do not exceed 60. The Mountain Village is allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A).

8. There are currently 588.742 UE (382 multi-family units) platted within the Village at Empire Pass (Pods A, B1 and B2).

9. With approval of 81 UE (and up to a total of 70 multi-family condominium units) on Lot 1 of the B2 East Subdivision, there will be 669.742 UE platted, 452 (or fewer) units platted, and 57% of the units of Pods A, B1 and B2 will be located within Pod A. The numbers for UE and units do not include the UE and units proposed on the Village North Subdivision under concurrent review. There would then be 88.258 UE and 98 units available for the Village North subdivision, as well as for the un-built Tower Residential (Building One of the Village at Empire Pass MPD).

10. On March 14, 2007, the Planning Commission approved a Master Planned Development for Pod B2 at Empire Pass. The MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UE) and 94 hotel condominiums utilizing 114 UE, on the west side parcel (Montage Resort and Spa). An additional 81 UE of residential condominiums were assigned to the B2 East parcel.

11. The Pod B2 MPD approved Resort Support Commercial uses for the 35,000 sf of Spa space and 28,059 sf for restaurants, bar, and retail space. The MPD approved 15,000 sf of meeting/conference space and lounge area based on the floor area of the building, not including the parking garage.

12. The Development Agreement allows a total maximum of 75,000 sf of MPD Resort Support Commercial floor area within Pods A, B1 and B2.

13. The Tower Club CUP in Pod A includes 2,264 sf of private dining room, kitchen and store and was approved for an amendment to the CUP for a dining room addition of 1,115 sf. The Tower Club CUP is approved for 3,379 sf of MPD Resort Support Commercial.

14. The Grand Lodge Condominium plat approved a total of 1,275 sf of MPD Resort Support Commercial.

15. There exists a total of 7,287 sf of unallocated Resort Support Commercial that can be allocated within the Village MPD to Pods A, B1, and B2. With approval of the

proposed application, 3,600 sf of Resort Support Commercial will be allocated to Lot 1, leaving a balance of 3,687 sf unallocated Resort Support Commercial available under the Flagstaff Development Agreement.

16. Accounting of the support commercial, residential accessory space, and support meeting space is finalized at the time of review of the Conditional Use Permit and memorialized in the final condominium plat(s).

17. On March 29, 2007, the City Council approved the Parcel B-2 Empire Village Subdivision creating three lots of record for Parcel B-2 (West). The Parcel B-2 Empire Village Subdivision amended and consolidated parcel A of the prior Empire Village Subdivision for the Empire Day Lodge and created Lot B, site of the Daly West head frame and access to JSSD underground mine tunnels, and Lot C, site of the Montage Resort and Spa CUP.

18. Subject property is a metes and bounds parcel and is not part of the Parcel B-2 Empire Village Subdivision plat.

19. The staff report for the Parcel B-2 Empire Village Subdivision indicates that the Parcel B-2 East would have to be platted to create a legal lot for development of 81 UE of residential condominiums.

20. Parcel B-2 Empire Village Subdivision plat was recorded on May 23, 2007.

21. The proposed B2 East Subdivision plat creates one lot and one parcel for the B-2 East parcel. Lot 1 is 6.91 acres in area and Parcel A is 0.94 acres in area. Total property consists of 7.85 acres.

22. Lot 1 has frontage on Marsac Avenue, a State Highway and utilities are available to the lot. A Line Extension Agreement approval letter was issued by SBWRD on January 24, 2017.

23. All existing and required easements will be recorded on the plat, including utilities, storm drainage, access, snow storage, etc. No changes are proposed to existing streets.

24. Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Additional off-site utility easements maybe required and will have to be recorded prior to issuance of building permits.

25. There is an existing curb cut off Marsac Avenue. Any relocation of this curb cut for future buildings requires review and approval by the City Engineer and UDOT.

26. There is no minimum or maximum lot size or lot width in the RD District.

27. All applicable requirements of Land Management Code apply, unless otherwise allowed per the Flagstaff Development Agreement and Pod B2 at Empire Pass MPD.

28. A height exception and building volumetric were approved with the Pod B2 at Empire Pass MPD.

29. The final Mylar plat is required to be approved and signed by the Snyderville Basin Water Reclamation District prior to recordation to ensure that requirements of the District are addressed.

30. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.

31. In September 2016, the applicant began working under an Administrative Settlement and Order on Consent for removal Action with the EPA permit to remediate and remove mine sol from the property and to close an old mine shaft/adit. After the mine shaft closure was completed, this work was halted in November 2016 on account of the weather. Some contaminated soil remains onsite in the area of the former and remaining parking lot. The Adit (a gently sloping shallow tunnel) discovered during the mine shaft closure has been temporarily closed but will require further work at time of building construction.

32. On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report. This plat identifies an on-site housing obligation of 4.2 AUE (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into the building (s) and noted on the plat.

33. Requirements of the Flagstaff Development Agreement will be reviewed and verified for compliance during the Conditional Use Permit application review for development of Lot 1. This includes transportation, affordable housing, environmental, transfer fees, construction mitigation, and others as may apply. Some of these obligations are triggered by the number of certificates of occupancy issued.

34. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – B-2 East Subdivision

1. There is good cause for this subdivision plat.

2. The subdivision plat is consistent with the Park City Land Management Code and applicable State law regarding subdivisions, the Park City General Plan, and the Empire Pass Pod B-2 Master Planned Development.

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 – B-2 East Subdivision

1. The City Attorney and City Engineer will review and approve the final form and content of the subdivision 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 Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless a written request for an extension is submitted to the City prior to the expiration date and the City Council grants an extension.

3. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements, continue to apply.

4. The plat will note that conditions of approval of the Village at Empire Pass Master Planned Development and the Pod B-2 Master Planned Development shall continue to apply.

5. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.

6. Non-exclusive public utility easements (PUE) shall be indicated on the plat prior to

recordation as approved by the City Engineer and SBWRD, including drainage easements.

7. A financial security to guarantee for the installation of any required public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.

8. A ten foot (10') wide public snow storage easement is required along the public street frontage of the Lot and Parcel.

9. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit. A note stating this shall be on the plat.

10. No building permits shall be issued on Lot 1 or Parcel A until the mine shaft has been fully closed and mine soil remediation under EPA supervision has been completed. Prior to issuance of any building permits, documentation certifying the work is complete shall be presented to the Chief Building Official and Planning Director. As part of any building permit submission, property owner shall submit a closure plan for the adit, approved by a geotechnical engineer, and detailing any additional work required in conjunction with building construction in the vicinity of the adit.

11. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts onto Marsac Avenue, a state highway, is required. If documentation of the existing curb cut does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.

12. Any modifications to existing curb cuts for access to Marsac Avenue, a state highway, must be approved by the City Engineer and UDOT.

13. A Conditional Use Permit approval is required prior to issuance of a building permit for the residential building proposed on Lot 1.

14. A final grading and utility plan, including storm water and drainage plans, shall be submitted with the Conditional Use Permit for development on Lot 1, for approval by the City Engineer and SBWRD. No building permits shall be issued until all necessary utility easements are recorded.

15. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.

16. Requirements of the affordable housing mitigation plan shall be addressed with the Conditional Use Permit and condominium plat. A note shall be included on the plat indicated that the development of Lot 1 has an on-site affordable housing obligation of 4.2 AUE, to be consistent with all requirements of the Flagstaff Affordable Housing Mitigation Plan. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat.

17. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017. The Owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with this agreement are to be depicted on the plat.

18. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.

19. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.

20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.

21. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein (e.g. soil and mine remediation to be complete prior to building permit issuance). This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.

22. A Construction Mitigation Plan shall be submitted with the Conditional Use Permit application and in advance of issuing building permits.

3. <u>Request for a three lot and one Parcel subdivision plat, known as Village at Empire Pass North Subdivision, located at the intersection of Village Way and</u>

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that the City Council hold a public hearing for the Sorensen Plat Amendment Extension located at 422 Ontario Avenue and consider approving it based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Respectfully:

Francisco Astorga, Senior Planner

City Council Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject: Sorensen Plat Amendment
Author: Francisco Astorga, AICP, Senior Planner
Project Number: PL-15-02920
Date: 9 March 2017
Type of Item: Legislative – Plat Amendment Extension

Summary Recommendations

Staff recommends that the City Council hold a public hearing for the Sorensen Plat Amendment Extension located at 422 Ontario Avenue and consider approving it based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicants:	James H. Easter
Location:	422 Ontario Avenue
Zoning:	Historic Residential-1
Adjacent Land Uses:	Residential
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action

Executive Summary / Proposal

On December 3, 2016, the City received a request for an extension of a plat amendment approval. The approved plat reconfigured one (1) Old Town lot and five (5) remnant parcels into one (1) lot of record. Currently the property is divided into three (3) tax parcels. A historic structure sits over two (2) lot lines. The entire site is found in Block 58 of the Park City Survey and contains a total area of 4,464 square feet.

On December 3, 2015, the Plat Amendment application was reviewed and approved by the City Council. The applicant is requesting a one year extension of approval from the original expiration date, December 3, 2016, in order to fulfill the conditions of approval and record the plat with the County offices. During the redline process with the City Engineer's office, a discrepancy was found between the drafted and written legal description.

Analysis

According to Land Management Code § 15-7.1-6(C)(5) applicants may request time extensions of City Council plat amendment approvals by submitting in writing to the Planning Department prior to the expiration of the approval. The City Council may grant an extension to the expiration date when the applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the LMC in effect. Change in circumstance includes physical changes to the property or surroundings.

The plat amendment extension contains no modifications to the approved plat amendment, therefore, staff finds that the findings of fact, conclusions of law and conditions of approval from the approved plat amendment are still valid.

Staff finds good cause for this plat amendment as the lot lines going through the historic building will be removed. The remnant parcel will become part of a legal lot of record. This plat amendment is consistent with the Park City LMC and applicable State law regarding subdivision plats.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record 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 Sorensen Plat Amendment Extension as conditioned or amended; or
- The City Council may deny the Sorensen Plat Amendment Extension and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Sorensen Plat Amendment Extension.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Planning Department's Recommendation
The site would remain as is. The historic structure would sit over two (2) lot lines. The site would continue to have five (5) remnant parcels.

Summary Recommendation
Staff recommends that the City Council hold a public hearing for the Sorensen Plat Amendment Extension located at 422 Ontario Avenue and consider approving it based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – December 3, 2015 City Council Staff Report
Exhibit C – December 3, 2015 City Council Meeting Minutes

Exhibit A – Draft Ordinance

Ordinance No. 2017-08

AN ORDINANCE APPROVING THE SORENSEN PLAT AMENDMENT EXTENSION LOCATED AT 422 ONTARIO AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 422 Ontario Avenue have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on November 11, 2015, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on November 11, 2015, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 3, 2015, the City Council held a public hearing to receive input on the plat amendment;

WHEREAS, on March 9, 2017, the City Council conducted a public hearing on the Sorensen Plat Amendment Extension; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Sorensen Plat Amendment Extension.

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

SECTION 1. APPROVAL. Sorensen Plat Amendment 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 at 422 Ontario Avenue.
2. The property is in the Historic Residential-1 District.
3. The subject property consists of the north one-half of Lot 5, all of Lot 6, the south one-half (approx.) of Lot 7, and a portion of Lots 26, 27, and 28, Block 58 of the Park City Survey.
4. This site is listed on Park City's Historic Sites Inventory and is recognized as historically Significant.

5. The proposed Plat Amendment creates one (1) lot of record from the existing three (3) tax parcels.
6. The Plat Amendment removes two (2) lot lines going through the historic structure as well as one lot line towards the back of the property.
7. The proposed Plat Amendment combines the property into one (1) lot measuring 4,464 square feet.
8. A single-family dwelling is an allowed use in the District.
9. The minimum lot area for a single-family dwelling is 1,875 square feet.
10. The proposed lots meet the minimum lot area for single-family dwellings.
11. The proposed lot width is fifty feet (50’).
12. The minimum lot width required is twenty-five feet (25’).
13. The proposed lot meets the minimum lot width requirement.
14. The maximum building footprint allowed based on proposed lot size is 1,736 square feet.
15. The minimum front/rear yard setbacks are twelve feet (12’).
16. The minimum total front/rear yard setbacks are twenty-five feet (25’).
17. The minimum side yard setbacks are five feet (5’).
18. The existing historic structure does not meet front yard setbacks as the structure was built 8.7 feet from that property line.
19. The existing historic structure does not meet the south side yard setback as the structure was built 2.9 feet from that property line.
20. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures.
21. The submitted survey reveals that the site contains a shed on the rear setback area which does not meet the minimum rear setback requirement of one foot (1’), per LMC § 15-2.2-3(G)(6), as the shed goes over that rear property line.
22. The property owner shall resolve the rear property line shed encroachment by either removing relocating the shed or working out an easement agreement with the rear property owner prior to Plat recordation.
23. The proposed Plat Amendment consolidates five (5) remnant parcels, plus the Old Town Lot, into the requested lot of record and public snow storage and utility easements are provided on the lot.
24. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.
25. The Plat Amendment was approved by the City Council on December 3, 2015.
26. The applicant was to record the plat amendment at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) year’s time, the plat amendment 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.
27. Land Management Code § 15-7.1-6(C)(5) indicates that applicants may request time extensions of City Council plat amendment approvals by submitting in writing to the Planning Department prior to the expiration of the approval.
28. On December 3, 2016 a written request was submitted to the City to asking for a one year extension. The written request was filled prior to the expiration date.
29. The City Council may grant an extension to the expiration date when the applicant is

able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the General Plan or the LMC in effect.

30. The plat amendment extension contains no modifications to the approved plat amendment.
31. Staff finds that the findings of fact, conclusions of law and conditions of approval from the approved plat amendment are still valid.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment 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 Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The 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 of the plat amendment extension. If recordation has not occurred within one (1) years' time, this approval for the plat will be void.
3. A ten feet (10') wide public snow storage easement will be required along the Ontario Avenue frontage of the property.
4. The property owner shall resolve the shed encroachment over the rear property line by either removing/relocating the shed or working out an easement agreement with the rear property owner prior to Plat recordation.
5. The site has a planter, retaining walls, and stairs located in the City Right-of-Way (ROW) along Ontario Avenue. The applicant shall either remove the planter, retaining walls, and stairs located on the City ROW along Ontario Avenue or work with the City Engineer to assure that these improvements are authorized in the form of an ROW encroachment agreement.
6. This Plat Amendment does not grant or dedicate this area for parking for exclusive use of the subject site but rather for public general use.
7. 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.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this _____ day of ________________, 2017.

PARK CITY MUNICIPAL CORPORATION

____
Jack Thomas, MAYOR

ATTEST:

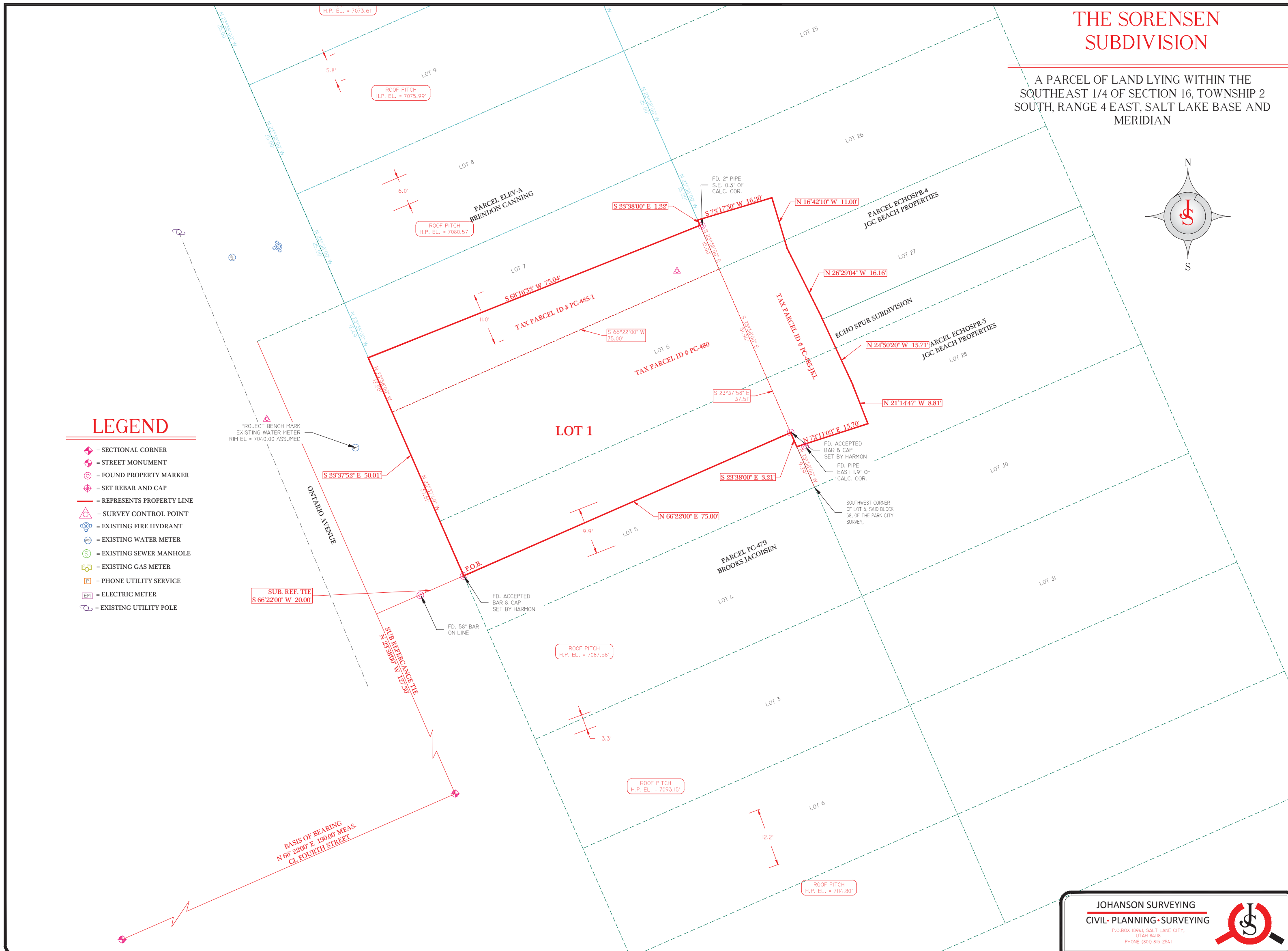
____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Attachment 1 Proposed Plat Amendment



THE SORENSEN SUBDIVISION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Land Surveyor, and that I hold certificate No.7075114, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, hereafter to be known as THE SORENSEN SUBDIVISION and that same has been surveyed and shown on this plat. This survey was performed within the accordance of the minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000'.

The purpose of this survey is to locate the boundaries of the described lots and to combine these lots into one single lot, for the eventual purpose of constructing and building future development.

LEGAL DESCRIPTION

A parcel of land located within Block 58, Park City Survey more particularly described as follows:

Beginning at a point that is 12.50 feet South 23°38' 00" East from the Southwest corner of Lot 6, Said Block 58, of the Park City Survey, on file within the official records of Summit Counties Recorder's office;

thence North 23°37'52" West, a distance of 50.01 feet; thence North 68°16'33" East, a distance of 75.04 feet; thence North 23°38'00" West, a distance of 1.22 feet; thence North 73°17'50" East, a distance of 16.30 feet; thence South 16°42'10" East, a distance of 11.00 feet; thence South 26°29'04" East, a distance of 16.16 feet; thence South 24°50'20" East, a distance of 15.71 feet; thence South 21°14'47" East, a distance of 8.81 feet; thence South 72°11'03" West, a distance of 15.70 feet; thence North 23°38'00" West, a distance of 3.21 feet; thence South 66°22'00" West, a distance of 75.00 feet to the point of beginning.

Containing 4,464 square feet or 0.10 acres, more or less

OWNER'S DEDICATION

Know all men by these presents that ______, the undersigned owner(s) of the above described tract of land having caused same to be subdivided into lots and streets to be hereafter known as

THE SORENSEN SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use.

In witness whereof _______ have hereunto set this __________ day of ______________ A.D., 20 ____.

ACKNOWLEDGMENT

STATE OF UTAH
County of SUMMIT } S.S.

On the ______ day of __________________ A.D., 20 _____, personally appeared before me ______________________, who being by me duly sworn did say the he/she is the ___________________ of __________________________, and that the within and foregoing instrument was signed voluntarily for said corporation and for the uses and purposes herein mentioned.

My commission expires: ___________ ____________________________ Notary Public

residing in: ____________________

THE SORENSEN SUBDIVISION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

JOHANSON SURVEYING
CIVIL• PLANNING• SURVEYING
P.O.BOX 18941, SALT LAKE CITY, UTAH 84118
PHONE (801) 815-2541

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISION ON THIS _____ DAY OF ___________, 20___.

BY ______________________
Chairman date

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ___ DAY OF ___________, 20___.

BY ______________________
PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLIMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF ___________, 20___.

BY ______________________
S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS _____ DAY OF ___________, 20___.

BY ______________________
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ___ DAY OF ___________, 20___.

____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THIS ___ DAY OF ___________, 20___.

____
PARK CITY ATTORNEY

COUNTY RECORDER# __________

State of Utah, County of Summit, recorded and filed at the request of
STAMP

Date ________ Time ________ Book ________ Page ________

Fee $ ______ ______________________ County Recorder

NUMBER________
ACCOUNT________
SHEET 1 ________
OF 1 SHEETS

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

On July 27, 2016 the Planning Commission approved the Conditional Use Permit for retaining walls greater than six feet (6'), forwarded a positive recommendation of the proposed Alice Claim Subdivision and Plat Amendment as conditioned, and forwarded a positive recommendation of the proposed Ridge Avenue Plat Amendment (property swap). On August 10, 2016 Brooke Hontz, et al, submitted an appeal of the approved Conditional Use Permit. The City has been trying to schedule with the applicant and the Appellant a date to coordinate the hearing of the appeal but due to scheduling conflicts between the applicant and the appellant were unsuccessful. Both the applicant and the appellant, agreed to hear the appeal outside of the required 45 days from appeal submittal.

The applicant has also been trying to secure an access easement over adjacent, 123 Ridge Avenue, so that they would not need to build their proposed retaining walls around 123 Ridge Avenue, consisting of three (3) ten foot (10') retaining walls right at the entry of the project. On February 1, 2017, the applicant submitted to the City a copy of their executed easement agreement which took place mid-January 2017 between the applicant and the property owner of 123 Ridge Avenue. The Alice Claim Subdivision and Plat Amendment application was amended in conjunction to the newly obtained easement agreement over adjacent property so that the construction of the retaining walls at the entry is no longer necessary.

Staff recommends that the City Council remand the Alice Claim Subdivision and Plat Amendment to the Planning Commission (this report), stay the appealed Conditional Use Permit, and continue Ridge Avenue Plat Amendment to a date uncertain.

Respectfully:

Francisco Astorga, Senior Planner

City Council
Staff Report

Project No: PL-08-00371
Subject: Alice Claim Subdivision & Plat Amendment
Author: Francisco Astorga, AICP, Senior Planner
Date: 09 March 2017
Types of Item: Legislative – Subdivision & Plat Amendment

Summary Recommendations

Staff recommends that the City Council open the public hearing for the Alice Claim Subdivision and Plat Amendment, associated with the Alice Claim (CUP) approved by the Planning Commission for retaining walls greater than six feet (6') in height and the Ridge Avenue Plat Amendment (property swap) located at approximately Alice Claim south of intersection of King Road, Ridge Avenue, and Sampson Avenue. Staff recommends that the City Council remand Alice Claim Subdivision and Plat Amendment to the Planning Commission.

Topic

Applicant:	King Development Group LLC & 123-129 Ridge LLC represented by Brad Cahoon, Marc Diemer, Gregg Brown, and Jerry Fiat
Location:	Alice Claim south of intersection of King Road, Ridge Avenue and Sampson Avenue
Zoning:	Historic Residential (HR-1) and Estate (E) Districts
Adjacent Land Uses:	Open Space and Residential (developed and undeveloped)
Reason for Review:	Subdivisions/Plat Amendments require Planning Commission review and recommendation to City Council. Appeals of Conditional Use Permits approved by the Planning Commission require City Council review.

Executive Summary

On July 27, 2016 the Planning Commission approved the Conditional Use Permit for retaining walls greater than six feet (6'), forwarded a positive recommendation of the proposed Alice Claim Subdivision and Plat Amendment as conditioned, and forwarded a positive recommendation of the proposed Ridge Avenue Plat Amendment (property swap). On August 10, 2016 Brooke Hontz, et al, submitted an appeal of the approved Conditional Use Permit. The City has been trying to schedule with the applicant and the Appellant a date to coordinate the hearing of the appeal but due to scheduling conflicts between the applicant and the appellant were unsuccessful. Both the applicant and the appellant, agreed to hear the appeal outside of the required 45 days from appeal submittal.

The applicant has also been trying to secure an access easement over adjacent, 123 Ridge Avenue, so that they would not need to build their proposed retaining walls around 123 Ridge Avenue, consisting of three (3) ten foot (10') retaining walls right at the entry of the project. On February 1, 2017, the applicant submitted to the City a copy of their executed easement agreement which took place mid-January 2017 between the applicant and the property owner of 123 Ridge Avenue. The Alice Claim Subdivision and Plat Amendment application was amended in conjunction to the newly obtained easement agreement over adjacent property so that the construction of the retaining walls at the entry is no longer necessary.

Staff recommends that the City Council remand the Alice Claim Subdivision and Plat Amendment to the Planning Commission (this report), stay the appealed Conditional Use Permit, and continue Ridge Avenue Plat Amendment to a date uncertain.

Exhibits (printed)
Exhibit A – Alice Claim Project Updated Description
Exhibit B – Previous Entry Plan
Exhibit C – Proposed Entry Plan

Exhibits (hyperlinks)
Exhibit A – 27 July 2016 Planning Commission Staff Report
Exhibit B – 27 July 2016 Planning Commission Meeting Minutes
    Alice Claim Sub. & Plat Amendment Findings, Conclusion, and Conditions
    Alice Claim CUP Findings, Conclusions, and Conditions
    Ridge Ave. Plat Amendment (Alice Claim) Findings, Conclusions, and Conditions
Exhibit C – Alice Claim Project Updated Exhibits received in February 2017
Exhibit D – Appeal of Approved Conditional Use Permit

DHM DESIGN Landscape Architecture
Urban Design
Planning

February 10, 2017

Alice Claim (aka Alice Lode) Amended Subdivision & Plat Amendment Applications

Project Description and Comparison to Previously Proposed Plans

The Applicant, King Development Group, LLC, requests that the City Council grant final approval of the Alice Claim Applications for Subdivision and Plat Amendments coined the "Gully Plan." The Applications have been further modified with an entry way over 135 Ridge Avenue, the historic Woodside Gulch road. . .

The Planning Commission on July 27, 2016 issued a positive recommendation supporting the Applications but made clear that access over 135 Ridge Avenue was preferred; nevertheless, they approved a conditional use permit (CUP) for a large retaining wall system for entry through the platted King Road. Members of the City Council also have expressed support for this preferred access way into Alice Claim..

Now, with the 135 Ridge Avenue access for the Alice Claim Gully Plan, the existing asphalt and gravel road will be improved to meet city design standards, including paving and widening of the drive surface to 20 feet and installing a concrete drainage pan. Widening of the road will require a retaining wall on the west side of the road, but the retaining wall will not be higher than 6 feet tall and therefore a CUP would no longer needed. In addition, two large evergreen trees that had been planned for removal will no longer need to be removed. The configuration, size and location of the proposed nine residential lots have not changed from the plan recommended for approval by the Planning Commission.

Modified with the preferred entry way, the Gully Site Planis now ready for final approval of a nine residential lot Preliminary and Final Subdivision Plat on roughly 9 acres (8.65 acres) and for a Plat Amendment on 0.38 acres, located at approximately the intersection of King Road and Sampson Avenue within the City's Historic Residential Low Density (HRL), Historic Residential (HR-1) and Estate (E) Zone Districts. In addition, the Gully Plan proposes to amend the existing Ridge Avenue Subdivision to "square up" lot 1 (#123) of that subdivision and provide a land swap. The resulting land pattern is much more compatible with the pattern found throughout the historic districts in the City providing good cause for both subdivisions.

The Gully Plan with Modified Entry proposes Lots 2-8 that are clustered within a very small portion of the HR-1 District area of the site, each 0.10 acres in size (reduced from 0.19 acres), and each restricted to a maximum 1,750 SF building footprint (reduced from 2,500 SF). Proposed Lot 1 in Alice Claim is within the Estate District, is 3 acres in size, will have a disturbance area of approximately 0.15 acres, has been moved down into the bottom of the gully, and is clustered closer to the other Lots 2-8 within the HR-1 District. The proposed location of the 9 home sites has resulted from input from City Staff and the Planning Commission

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over 12 years of discussion, nine work sessions, and seven public hearings. Most importantly, the Revised Gully Plan eliminates the steep and high cuts and walls that were needed for the platted King Road entry way for which the Planning Commission issued the conditional use permit..

The Gully Plan with Modified Entry preserves several existing large evergreen trees, moves home sites down into the bottom of the gully, clusters the home sites closely together, reduces the amount of disturbance within the 9 acres, maximizes the open space within the 9 acres, provides trail access, places the lots on less steep areas, and makes the lots compatible with the surrounding neighborhood.

Regarding the Estate Lot 1 building envelope, the applicant has relocated this to a lower, flatter location than shown in previous site plan submittals in response to feedback received from the Planning Staff and Planning Commission. The home site also has been shifted away from a large evergreen tree and more congruent with the Lots 2-8 in the HR-1 zone.

Each of the proposed home sites has been remediated with removal and capping of hazardous mine tailings that once polluted Alice Claim, including the City's parcel bisecting Alice Claim. That remediation project was a very successful public/private partnership between the Applicant and the City that cleaned up a heavily contaminated brownfield site for Park City. The City joined as co-applicant with King Development into the State Voluntary Cleanup Agreement, which was based on a nine home development plan consistent with the Gully Plan with Modified Entry. In exchange, King Development funded 100% of the approximately $1 million in cleanup costs for not only its land but also the City's parcel as well that had the highest levels of contamination. The joint cleanup has resulted in land that is now ready for the nine home residential development that will financially reimburse the cleanup effort. These Gully Plan home locations are within the area remediated by King Development.

Vehicular access to the property is via an access easement over 135 Ridge Avenue and the existing Woodside Gulch road. The access road then aligns onto the existing City property along the existing gravel road that then crosses an easement over Applicant's property to the water tank. This road is currently constructed at approximately 14% grade and will be improved within the subdivision with asphalt paving at the same gradient with a maximum of 14% slope. Access to all lots, and to re-platted lot 1 of the Ridge Avenue Subdivision, will be from this road. A 'hammerhead' turn-around designed for emergency vehicles is proposed across from lot 1 of Alice Claim.

The Applicant has offered to dedicate to the City the 0.38 acre of platted City lots (12 partial or full lots) within the HRL District that contains the existing King Road and potentially developable land. In addition, the Applicant has agreed to work with the City Engineer to make improvements to the existing intersection and potentially using Applicant's land for the same. The Applicant's traffic engineer has demonstrated that the addition of 9 homes in this area has negligible traffic impact. The City Engineer has confirmed this.

As part of the cleanup project, the drainage channel that runs through the site and carries seasonal run off was completely relocated and reconstructed as a rip rap channel. That channel will be piped and relocated beyond 50' from the lot 1 lot, the only lot affected.

Utility services are located near the entry point to the community and are easily extended onto the site. The Applicant's engineer has studied the projected water pressure to all home sites in the previous plans in detail and found that all lots will have adequate pressure for domestic use and fire suppression. The newly proposed Gully Plan with Modified Entry lowers the homes, some by as much as 70' in elevation, further improving water pressure to the homes. The Applicant's engineer continues to work with the City Engineer to assure utilities for the Alice Claim subdivision will not conflict with the new City water line in accordance with the City standards.

The site is currently used by recreation enthusiasts to access several recreational trails. Access to these trails will be allowed to continue across Alice Claim and enhanced with trail signage and trailhead markers. Additionally, large portions of the site will be platted as open space or no disturbance areas, and prohibited for development. Within the HR-1 zone district, 2.83 acres of land will be designated as no disturbance/open space; this represents 79.2% of the property's total 3.57 acres of HR-1 zone district land. Within the Estate zone district, 4.82 acres of land will be designated as no disturbance/open space; this represents 94.8% of the property's total 5.08 (94.8%) acres of Estate zone district land.

Please note that Lot 9 includes a triangle of land that is currently part of adjoining lot #123 of the Ridge Avenue subdivision. This triangle will be transferred into Alice Claim and become part of Lot 9. There is a corresponding and identically sized triangle of land within Alice Claim that also is adjacent to lot #123 and will be transferred into lot #123. The owners of both parcels are affiliated companies and have agreed to these transfers, but the transfer will not be completed until after the subdivision plat has been approved by the City Council.

Alice Claim Project Data

- Existing Zoning: Historic Residential Low Density (HRL), Historic Residential (HR-1) and Estate (E) Zone Districts.
- Current Use of Property: Remediated brownfield mine scarred land ready for use as a residential nine single family home subdivision.
- Land has been previously platted, in part.

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DHM DESIGN Landscape Architecture
Urban Design
Planning

- 9.03 acres
- 9 Single family lots proposed; 8 within HR-1 Zone District and 1 within Estate Zone District
- Maximum Building Footprint of 1,750 SF in HR-1 Zone District
- Minimum 2 off-street parking spaces per lot
- Project Access via easement over 135 Ridge Avenue and historic access road
- Road within the community will be privately maintained by the HOA
- Utility services are currently available for the community
- Pedestrian trail access will be continued to be allowed and improved
- Proposed dedicated no disturbance/open space in HR1 zone is 2.83 acres, which is 79.2% of property's total HR1 land area.
- Proposed no disturbance/open space area of the Estate zone is 4.82 acres, which is 94.8% of the total 5.08 acre Estate zone.

Consistent with past correspondence on this matter, please be advised that in amending its Applications with the Gully Plan with Modified Entry and presenting them to City Staff, and the City Council, King Development is not waiving or otherwise relinquishing any of its rights, claims, causes of action, defenses, or privileges relating to its approved CUP; the Gully Plan that received a positive recommendation from the Planning Commission on July 27, 2016; and the "Current Plan" that on August 12, 2015 received a negative recommendation from the Planning Commission. Regarding that Current Plan, King Development acknowledges receipt of the email dated October 20, 2015 from Polly Samuels McLean of the Park City Legal Department stating that the "City agrees that you may amend your application back to the [Current] Plan so long as the application is pending."

Thank you for your consideration.

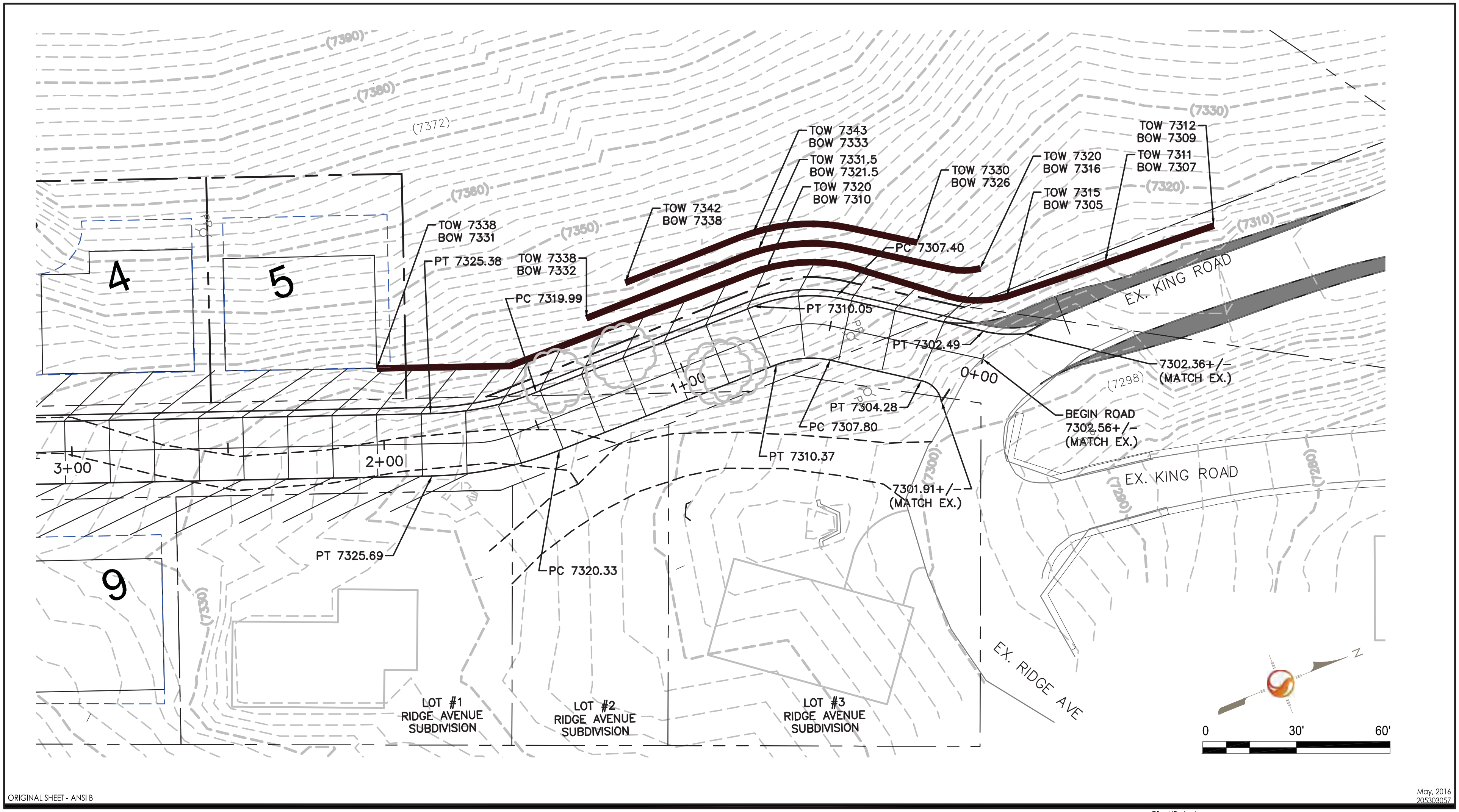
Sincerely,

DHM Design Corporation
Marc Diemer, Associate Principal

cc: King Development Group, LLC
Bradley R. Cahoon, Esq.

DENVER CARBONDALE DURANGO RALEIGH SMA BOZEMAN WWW.DHMDESIGN.COM
900 South Broadway, Suite 300 Denver, CO 80209 P: 303.892.5566 f: 303.892.4984

Exhibit B – Previous Entry Plan



Stantec

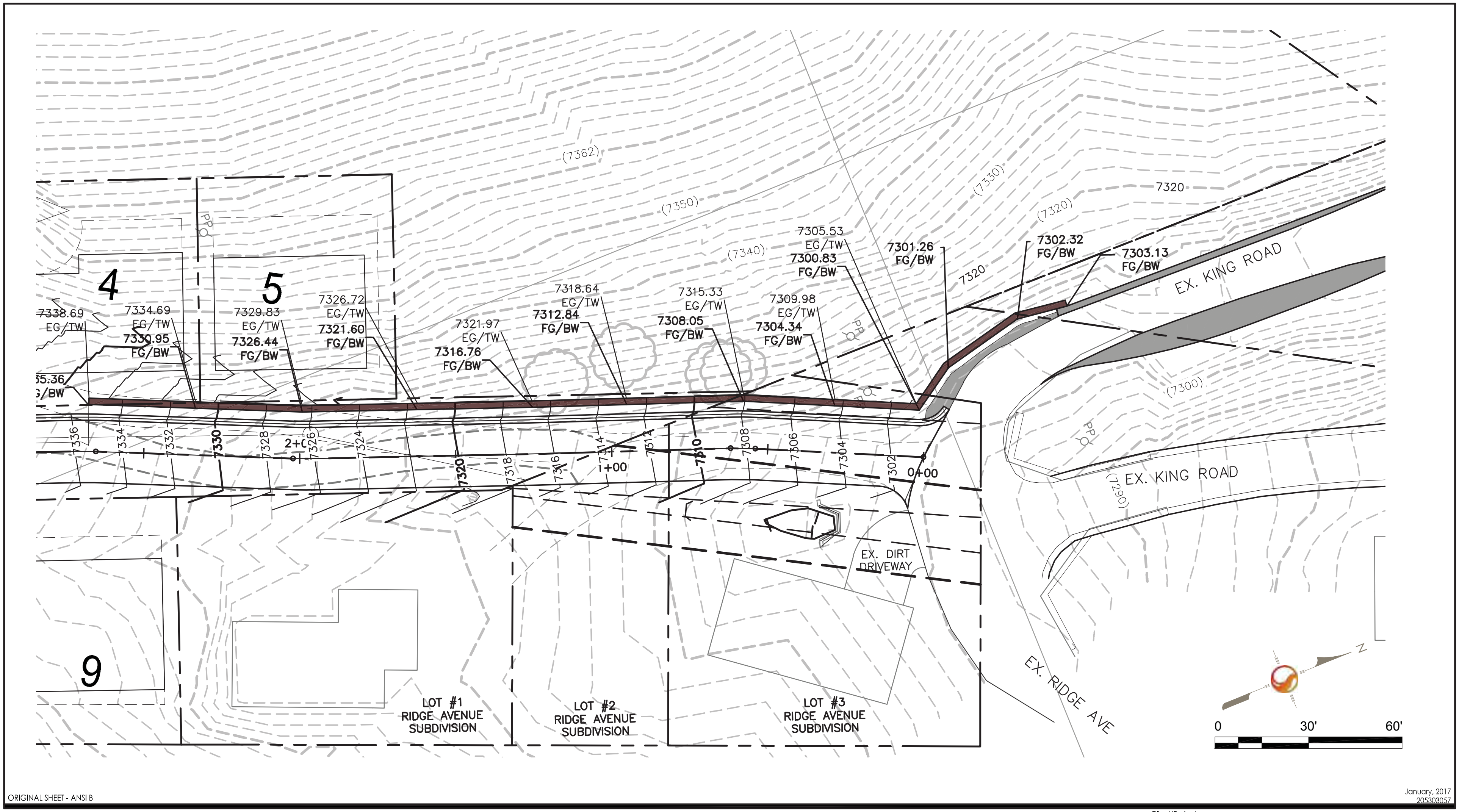
3995 South 700 East, Suite 300
Salt Lake City UT
Tel. 801.261.0090
www.stantec.com

Client/Project
KING DEVELOPMENT L.L.C.
ALICE CLAIM
PARK CITY, UTAH

Figure No.
1

Title
PREVIOUS ENTRY PLAN

Exhibit C – Proposed Entry Plan



V:\2053\Active\205303057\drawing\sheets\modified Gulley\Entry Plan Alt 8-2 20170128.dwg
2017/02/09 3:49 PM By: Tylor, Frank

Stantec

3995 South 700 East, Suite 300
Salt Lake City UT
Tel. 801.261.0090
www.stantec.com

Client/Project
KING DEVELOPMENT L.L.C.
ALICE CLAIM
PARK CITY, UTAH

Figure No.
2

Title
PROPOSED ENTRY PLAN

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

On July 27, 2016 the Planning Commission approved the Conditional Use Permit for retaining walls greater than six feet (6'), forwarded a positive recommendation of the proposed Alice Claim Subdivision and Plat Amendment as conditioned, and forwarded a positive recommendation of the proposed Ridge Avenue Plat Amendment (property swap). On August 10, 2016 Brooke Hontz, et al, submitted an appeal of the approved Conditional Use Permit. The City has been trying to schedule with the applicant and the appellant a date to coordinate the hearing of the appeal but due to scheduling conflicts between the applicant and the appellant was unsuccessful. Both the applicant and the appellant, agreed to hear the appeal outside of the required 45 days from appeal submittal.

The applicant has also been trying to secure an access easement over adjacent, 123 Ridge Avenue, so that they would not need to build their proposed retaining walls around 123 Ridge Avenue, consisting of three (3) ten foot (10') retaining walls right at the entry of the project. On February 1, 2017, the applicant submitted to the City a copy of their executed easement agreement which took place mid-January 2017 between the applicant and the property owner of 123 Ridge Avenue. The Alice Claim Subdivision and Plat Amendment application was amended in conjunction to the newly obtained easement agreement over adjacent property so that the construction of the retaining walls at the entry is no longer necessary.

Staff recommends that the City Council remand the Alice Claim Subdivision and Plat Amendment to the Planning Commission, stay the appealed Conditional Use Permit (this report), and continue Ridge Avenue Plat Amendment to a date uncertain.

Respectfully:

Francisco Astorga, Senior Planner

PARK CITY
1884
PLANNING DEPARTMENT

City Council
Staff Report

Project No:	**PL-16-03270**
Subject:	**Appeal of approved CUP for Retaining Walls greater than six feet (6')**
Author:	**Francisco Astorga, AICP, Senior Planner**
Date:	**09 March 2017**
Types of Item:	**Quasi-Judicial – Appeal of Approved Conditional Use Permit**

Summary Recommendations

Staff recommends that the City Council open the public hearing for the Appeal of a Conditional Use Permit approved by the Planning Commission for retaining walls greater than six feet (6') in height, associated with the Alice Claim Subdivision and Plat Amendment, and the Ridge Avenue Plat Amendment (property swap) located at approximately Alice Claim south of intersection of King Road, Ridge Avenue, and Sampson Avenue. Staff recommends that the City Council stay the appealed Conditional Use Permit. The applicant and appellants stipulated to the stay of the appeal to City Council of the Planning Commission's approval of the Alice Claim Conditional Use Permit until such item as Final Action has been taken on the Alice Claim Applications for Subdivision and Plat Amendments that have been modified for the new access.

Topic

Applicant:	King Development Group LLC & 123-129 Ridge LLC represented by Brad Cahoon, Marc Diemer, Gregg Brown, and Jerry Fiat
CUP Appellants:	Brooke Hontz, Tom Gadek, Charlie and Mary Wintzer, Carol Sletta, Clay Perfall, Kathryn Deckert, Holger Vogel, and Jim Doilney (Hontz, et al.)
Location:	Alice Claim south of intersection of King Road, Ridge Avenue and Sampson Avenue
Zoning:	Historic Residential (HR-1) and Estate (E) Districts
Adjacent Land Uses:	Open Space and Residential (developed and undeveloped)
Reason for Review:	Subdivisions/Plat Amendments require Planning Commission review and recommendation to City Council. Appeals of Conditional Use Permits approved by the Planning Commission require City Council review.

Executive Summary

On July 27, 2016 the Planning Commission approved the Conditional Use Permit for retaining walls greater than six feet (6'), forwarded a positive recommendation of the proposed Alice Claim Subdivision and Plat Amendment as conditioned, and forwarded a positive recommendation of the proposed Ridge Avenue Plat Amendment (property swap). On August 10, 2016 Brooke Hontz, et al, submitted an appeal of the approved

Conditional Use Permit. The City has been trying to schedule with the applicant and the appellant a date to coordinate the hearing of the appeal but due to scheduling conflicts between the applicant and the appellant was unsuccessful. In addition, the Applicant requested additional time to try to work out the access, which they were able to accomplish. Both the applicant and the appellant, agreed to hear the appeal outside of the required 45 days from appeal submittal.

The applicant has also been trying to secure an access easement over adjacent, 123 Ridge Avenue, so that they would not need to build their proposed retaining walls around 123 Ridge Avenue, consisting of three (3) ten foot (10') retaining walls right at the entry of the project. On February 1, 2017, the applicant submitted to the City a copy of their executed easement agreement which took place mid-January 2017 between the applicant and the property owner of 123 Ridge Avenue. The Alice Claim Subdivision and Plat Amendment application was amended in conjunction to the newly obtained easement agreement over adjacent property so that the construction of the retaining walls at the entry is no longer necessary.

Staff recommends that the City Council remand the Alice Claim Subdivision and Plat Amendment to the Planning Commission, stay the appealed Conditional Use Permit (this report), and continue Ridge Avenue Plat Amendment to a date uncertain.

Exhibits (hyperlinks)
Exhibit A – 27 July 2016 Planning Commission Staff Report
Exhibit B – 27 July 2016 Planning Commission Meeting Minutes
    Alice Claim Sub. & Plat Amendment Findings, Conclusion, and Conditions
    Alice Claim CUP Findings, Conclusions, and Conditions
    Ridge Ave. Plat Amendment (Alice Claim) Findings, Conclusions, and Conditions
Exhibit C – Alice Claim Project Updated Exhibits received in February 2017
Exhibit D – Appeal of Approved Conditional Use Permit

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

On July 27, 2016 the Planning Commission approved the Conditional Use Permit for retaining walls greater than six feet (6'), forwarded a positive recommendation of the proposed Alice Claim Subdivision and Plat Amendment as conditioned, and forwarded a positive recommendation of the proposed Ridge Avenue Plat Amendment (property swap). On August 10, 2016 Brooke Hontz, et al, submitted an appeal of the approved Conditional Use Permit. The City has been trying to schedule with the applicant and the Appellant a date to coordinate the hearing of the appeal but due to scheduling conflicts between the applicant and the appellant was unsuccessful. Both the applicant and the appellant, agreed to hear the appeal outside of the required 45 days from appeal submittal.

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Staff recommends that the City Council remand the Alice Claim Subdivision and Plat Amendment to the Planning Commission, stay the appealed Conditional Use Permit, and continue Ridge Avenue Plat Amendment to a date uncertain (this report).

Respectfully:

Francisco Astorga, Senior Planner

PARK CITY 1884 PLANNING DEPARTMENT

City Council
Staff Report

Project No: PL-16-03069
Subject: Ridge Avenue Plat Amendment (Property Swap)
Author: Francisco Astorga, AICP, Senior Planner
Date: 09 March 2017
Types of Item: Legislative – Plat Amendment

Summary Recommendations
Staff recommends that the City Council open the public hearing for the Ridge Avenue Plat Amendment (Property Swap), associated with the Alice Claim Subdivision and Plat Amendment and Conditional Use Permit for retaining walls greater than six feet (6'), located at approximately Alice Claim south of intersection of King Road, Ridge Avenue, and Sampson Avenue. Staff recommends that the City Council continue this item to a date uncertain.

Topic

Applicant:	King Development Group LLC & 123-129 Ridge LLC represented by Brad Cahoon, Marc Diemer, Gregg Brown, and Jerry Fiat
Location:	Alice Claim south of intersection of King Road, Ridge Avenue and Sampson Avenue
Zoning:	Historic Residential (HR-1) and Estate (E) Districts
Adjacent Land Uses:	Open Space and Residential (developed and undeveloped)
Reason for Review:	Subdivisions/Plat Amendments require Planning Commission review and recommendation to City Council. Appeals of Conditional Use Permits approved by the Planning Commission require City Council review.

Executive Summary
On July 27, 2016 the Planning Commission approved the Conditional Use Permit for retaining walls greater than six feet (6'), forwarded a positive recommendation of the proposed Alice Claim Subdivision and Plat Amendment as conditioned, and forwarded a positive recommendation of the proposed Ridge Avenue Plat Amendment (property swap). On August 10, 2016 Brooke Hontz, et al, submitted an appeal of the approved Conditional Use Permit. The City has been trying to schedule with the applicant and the Appellant a date to coordinate the hearing of the appeal but due to scheduling conflicts between the applicant and the appellant was unsuccessful. Both the applicant and the appellant, agreed to hear the appeal outside of the required 45 days from appeal submittal.

The applicant has also been trying to secure an access easement over adjacent, 123 Ridge Avenue, so that they would not need to build their proposed retaining walls around 123 Ridge Avenue, consisting of three (3) ten foot (10') retaining walls right at the entry of the project. On February 1, 2017, the applicant submitted to the City a copy of their executed easement agreement which took place mid-January 2017 between the applicant and the property owner of 123 Ridge Avenue. The Alice Claim Subdivision and Plat Amendment application was amended in conjunction to the newly obtained easement agreement over adjacent property so that the construction of the retaining walls at the entry is no longer necessary.

Staff recommends that the City Council remand the Alice Claim Subdivision and Plat Amendment to the Planning Commission, stay the appealed Conditional Use Permit, and continue Ridge Avenue Plat Amendment to a date uncertain (this report).

Exhibits (hyperlinks)

Exhibit A – 27 July 2016 Planning Commission Staff Report
Exhibit B – 27 July 2016 Planning Commission Meeting Minutes
- Alice Claim Sub. & Plat Amendment Findings, Conclusion, and Conditions
- Alice Claim CUP Findings, Conclusions, and Conditions
- Ridge Ave. Plat Amendment (Alice Claim) Findings, Conclusions, and Conditions

Exhibit C – Alice Claim Project Updated Exhibits received in February 2017
Exhibit D – Appeal of Approved Conditional Use Permit

DATE: March 9, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends the City Council hold a public hearing for the Main Street Plaza Subdivision, located at 220 & 250 Main Street, and consider continuing the requested application to a date uncertain, in order for additional research on easements and encroachments to be recorded on the plat.

Respectfully:

Makena Hawley, Planner I

City Council
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject:	**Main Street Plaza Subdivision**
Author:	**Makena Hawley, City Planner**
Project Number:	**PL-16-03217**
Date:	**March 9, 2017**
Type of Item:	**Legislative – Plat Amendment**

<u>Summary Recommendations</u>
Staff recommends the City Council hold a public hearing for the Main Street Plaza Subdivision, located at 220 & 250 Main Street, and consider continuing the requested application to a date uncertain in order for additional research on easements and encroachments.

<u>Description</u>

Applicant:	Park City Redevelopment Agency and Schirf Brewing Company
Location:	220 & 250 Main Street
Zoning:	Historic Commercial Business (HCB) District and Historic Residential (HR-2) District
Adjacent Land Uses:	Commercial, Treasure Mountain Inn, Wasatch Brew Pub, Single-family residential, vacation rentals205 Main St. Town Homes
Reason for Review:	Planning Commission review and recommendation to City Council

<u>Summary of Proposal</u>
The applicant is requesting a Subdivision for the purpose of combining all property including: PC-261-BX, PC-263-X, PC-264-X, PC-264-IX, PC-564-X, PC-564-X, PC-563-X, PC-563-AX, PC-566-X, PC-571-X, PC-572-B of Blocks 21 and 70 of the Park City Survey into Lot 1 and Parcel PC-272-B of Blocks 21 and 70 into Lot 2.

There is an existing non-historic commercial restaurant (the Wasatch Brew Pub) on the property and a parking lot that holds 52 parking spaces. The applicant wishes to combine the parcels and lots in order to create two platted lots of record, namely Lot 1 for a City owned Public Plaza and Lot 2 for the Wasatch Brew Pub. This subdivision plat also solidifies access easements for Lot 2 (The Wasatch Brew Pub). The subdivision will effectively clean up parcels, partial lots, City Right of Ways and provide appropriate access easements that will memorialize the area.

On December 14, 2016, the Planning Commission forwarded a positive recommendation to the City Council; the vote was unanimous (6-0).